



車位銷售說明書
SALES BROCHURE FOR PARKING SPACE
Phase 1B 第1B期

1 INFORMATION ON THE PHASE

期數的資料

Name of the Phase of the Development (The “Phase”)

Phase 1B of The Campton

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

201 Fuk Wing Street

(Note: this provisional street number is subject to confirmation when the Development or the Phase is completed.)

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

31st May 2021

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 Phase may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Phase has been completed or is deemed to be completed (as the case may be).

發展項目的期數(「期數」)的名稱：

The Campton 第1B期

期數由差餉物業估價署署長確認之郵寄地址

福榮街201號

(備註：此臨時門牌號數有待發展項目或期數建成時確認。)

由期數的認可人士提供的期數的預計關鍵日期

2021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。

為買賣合約的目的，在不局限任何其他可用以證明該期數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，即為期數已落成或當作已落成（視屬何種情況而定）的確證。

2 INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE PHASE 賣方及有參與期數的其他人的資料

Vendor	賣方
Allied Glory Development Limited	滙榮發展有限公司
Holding companies of the Vendor	賣方的控權公司
Lambeth Holdings Limited	Lambeth Holdings Limited
Wkinv HK Holdings Limited	Wkinv HK Holdings Limited
Vanke Property (Hong Kong) Company Limited	萬科置業(香港)有限公司
Shanghai Vanke Company Limited*	上海萬科企業有限公司
Shanghai Vanke Investment and Management Company Limited*	上海萬科投資管理有限公司
China Vanke Co., Ltd.*	萬科企業股份有限公司
(*the English name is for identification purposes only)	(*英文名稱僅供識別)
Authorized Person for the Phase	期數的認可人士
Lee Ming Yen Jennifer	李明嫻
Firm or corporation of which an Authorized Person for the Phase is a proprietor, director or employee in his or her professional capacity	期數的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
P & T Architects and Engineers Limited	巴馬丹拿建築及工程師有限公司
Building contractor for the Phase	期數的承建商
Build King Construction Limited	Build King Construction Limited
Firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase	就期數中的住宅物業的出售而代表擁有人行事的律師事務所
Baker & McKenzie	貝克·麥堅時律師事務所
Chu & Lau	劉漢銓律師行
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 Phase	已為期數的建造提供貸款或已承諾為該項建造提供融資的獲《銀行業條例》第16條認可的持牌銀行或註冊接受存款公司
Bank of China (Hong Kong) Limited	中國銀行(香港)有限公司
Hang Seng Bank, Limited	恒生銀行有限公司
United Overseas Bank Limited	大華銀行有限公司
CMB Wing Lung Bank, Limited	招商永隆銀行有限公司
Any other person who has made a loan for the construction of the Phase	已為期數的建造提供貸款的任何其他人
Vanke Property (Hong Kong) Company Limited	萬科置業(香港)有限公司

3 RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE 有參與期數的各方的關係

(a)	The vendor or a building contractor for the Phase is an individual, and that vendor or contractor is an immediate family member of an authorized person for the Phase; 賣方或有關期數的承建商屬個人，並屬該期數的認可人士的家人；	Not Applicable 不適用
(b)	The vendor or a building contractor for the Phase is a partnership, and a partner of that vendor or contractor is an immediate family member of such an authorized person; 賣方或該期數的承建商屬合夥，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 Phase is a corporation, and a director or the secretary (company secretary) of that vendor or contractor (or a holding company of that vendor) is an immediate family member of such an authorized person; 賣方或該期數的承建商屬法團，而該賣方或承建商（或該賣方的控權公司）的董事或秘書（公司秘書）屬上述認可人士的家人；	Not Applicable 不適用
(d)	The vendor or a building contractor for the Phase is an individual, and that vendor or contractor is an immediate family member of an associate of such an authorized person; 賣方或該期數的承建商屬個人，並屬上述認可人士的有聯繫人士的家人；	Not Applicable 不適用
(e)	The vendor or a building contractor for the Phase is a partnership, and a partner of that vendor or contractor is an immediate family member of an associate of such an authorized person; 賣方或該期數的承建商屬合夥，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 Phase is a corporation, and a director or the secretary (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; 賣方或該期數的承建商屬法團，而該賣方或承建商（或該賣方的控權公司）的董事或秘書（公司秘書）屬上述認可人士的有聯繫人士的家人；	Not Applicable 不適用
(g)	The vendor or a building contractor for the Phase 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 Phase; 賣方或該期數的承建商屬個人，並屬就該期數內的車位的出售代表賣方行事的律師事務所行事的經營人的家人；	Not Applicable 不適用

(h)	The vendor or a building contractor for the Phase 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 Phase; 賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬就該期數內的車位的出售代表賣方行事的律師事務所行事的經營人的家人；	Not Applicable 不適用
(i)	The vendor or a building contractor for the Phase is a corporation, and a director or the secretary (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; 賣方或該期數的承建商屬法團，而該賣方或承建商（或該賣方的控權公司）的董事或秘書（公司秘書）屬上述律師事務所的經營人的家人；	Not Applicable 不適用
(j)	The vendor, a holding company of the vendor, or a building contractor for the Phase, is a private company, and an authorized person for the Phase, 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期數的承建商屬私人公司，而該期數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；	Not Applicable 不適用
(k)	The vendor, a holding company of the vendor, or a building contractor for the Phase, 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期數的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少1%的已發行股份；	Not Applicable 不適用
(l)	The vendor or a building contractor for the Phase is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary (company secretary) of that vendor or contractor or of a holding company of that vendor; 賣方或該期數的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書（公司秘書）；	Not Applicable 不適用
(m)	The vendor or a building contractor for the Phase is a partnership, and such an authorized person, or such an associate, is an employee of that vendor or contractor; 賣方或該期數的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方或承建商的僱員；	Not Applicable 不適用

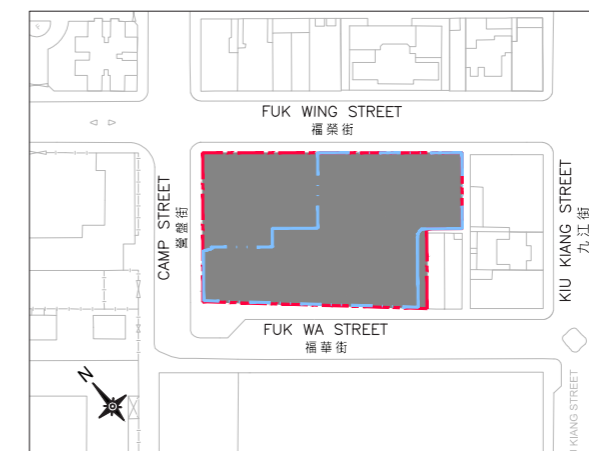
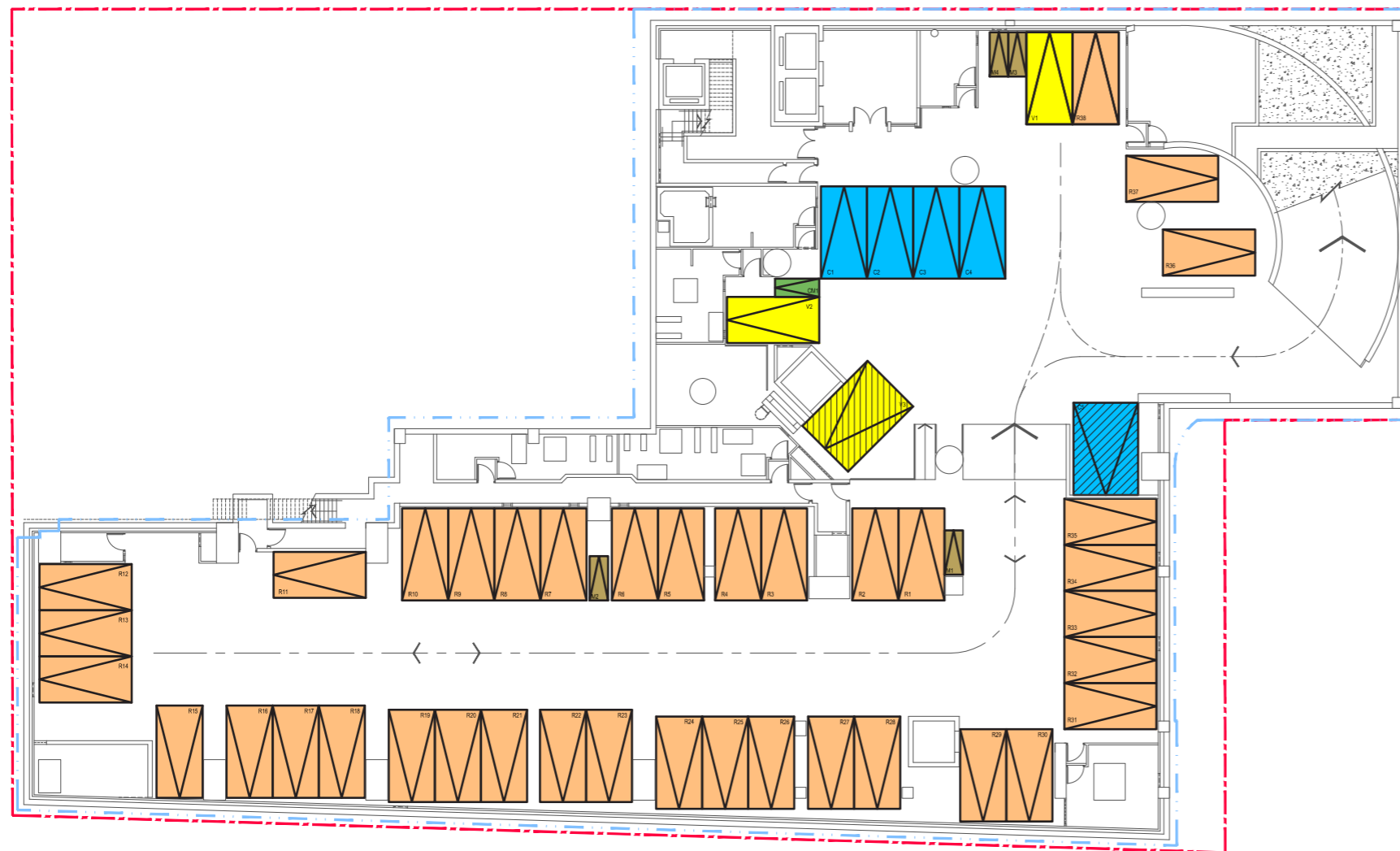
3 RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE 有參與期數的各方的關係

(n)	<p>The vendor, a holding company of the vendor, or a building contractor for the Phase, is a private company, and a proprietor of a firm of solicitors acting for the vendor in relation to the sale of parking spaces in the Phase holds at least 10% of the issued shares in that vendor, holding company or contractor;</p> <p>賣方、賣方的控權公司或該期數的承建商屬私人公司，而就該期數中的車位的出售而代表賣方行事的律師事務所的經營人持有該賣方、控權公司或承建商最少10%的已發行股份；</p>	Not Applicable 不適用
(o)	<p>The vendor, a holding company of the vendor, or a building contractor for the Phase, 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;</p> <p>賣方、賣方的控權公司或該期數的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份；</p>	Not Applicable 不適用
(p)	<p>The vendor or a building contractor for the Phase is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary (company secretary) of that vendor or contractor or of a holding company of that vendor;</p> <p>賣方或該期數的承建商屬法團，而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書（公司秘書）；</p>	Not Applicable 不適用
(q)	<p>The vendor or a building contractor for the Phase is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor or contractor;</p> <p>賣方或該期數的承建商屬合夥，而上述律師事務所的經營人屬該賣方或承建商的僱員；</p>	Not Applicable 不適用
(r)	<p>The vendor or a building contractor for the Phase is a corporation, and the corporation of which an authorized person for the Phase 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;</p> <p>賣方或該期數的承建商屬法團，而該期數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；</p>	Not Applicable 不適用
(s)	<p>The vendor or a building contractor for the Phase is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor.</p> <p>賣方或該期數的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。</p>	Not Applicable 不適用

4 FLOOR PLANS OF PARKING SPACES IN THE PHASE 期數中的停車位的樓面平面圖

Basement 1 Floor Plan

地庫1層樓面平面圖



KEY PLAN
索引圖

LEGEND 圖例：

- - - BOUNDARY OF THE DEVELOPMENT
發展項目的邊界
- - - BOUNDARY OF PHASE 1B
期數1B的邊界

SCALE 比例



Location, Number, Dimensions and Area of Parking Spaces*: 停車位位置，數目，尺寸及面積*:

Location 位置	Types of Parking Space 停車位類別	Number 數目	Dimensions of each Parking Space (L x W) (m.) 每個停車位的尺寸(長 x 闊)(米)	Area of each Parking Space (sq. m.) 每個停車位面積(平方米)
B1/F 地庫一層	Residential Car Parking Space 住宅停車位	38	5.0 x 2.5	12.5
	Residential Visitors' Car Parking Space 住宅訪客停車位	2	5.0 x 2.5	12.5
	Residential Visitors' Car Parking Space for Disabled Persons 住宅訪客停車位(傷健人士)	1	5.0 x 3.5	17.5
	Residential Motor Cycle Parking Space 住宅電單車停車位	4	2.4 x 1.0	2.4
	Commercial Car Parking Space 商戶停車位	4	5.0 x 2.5	12.5
	Commercial Car Parking Space for Disabled Persons 商戶停車位(傷健人士)	1	5.0 x 3.5	17.5
	Commercial Motor Cycle Parking Space 商戶電單車停車位	1	2.4 x 1.0	2.4

Remark 備註：

1. Boundaries and areas of different phases on different floors could be different from those shown here.
不同期數於不同樓層上的邊界和範圍可能與本圖所示者不同。
2. The coloured parking spaces are parking spaces of Phase 1B. Other parking spaces (if shown) belong to the subsequent phases of the Development.
填有顏色的停車位屬期數1B的停車位。其他停車位(如展示)屬發展項目其他期數的停車位。

* Note : This table represents the information of parking spaces of Phase 1B only.

* 備註: 本列表只表示期數1B的停車位的資料。

5 SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

臨時買賣合約的摘要

1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase.
 2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the vendor, as stakeholders.
 3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that 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5% 的臨時訂金；
 2. 買方在簽署該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. 如買方沒有於訂立該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。

6 SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

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

Undivided Shares are allocated to each parking space. They are set out in the table below.

1. 分配予期數中各停車位的不分割份數的數目

停車位配有不分割份數。詳細的分配狀況，請參閱下表。

Space Type 車位種類	No. of Spaces 車位數目	Shares 不分割份數
Parking Spaces for Motor Vehicles 私家車停車位	42	546 (13 Shares per Parking Space每車位13份)
Parking Spaces for Motor Cycles 電單車停車位	5	10 (2 Shares per Parking Space每車位2份)
Total 總數		556

6 SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

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:

- (a) the owners shall contribute towards the Management Expenses relating to the Development Common Parts in proportion to the Management Shares allocated to their Units;
- (b) the owners of parking spaces shall contribute towards 90% of the Management Expenses relating to the Parking Common Parts in proportion to the Management Shares allocated to their residential properties.

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 different from the total number of Management Shares in the Development. The total number of Management Shares of all parking spaces is 556. The total number of Management Shares in the Development is 25,467.

3. Basis on which the Management Fee Deposit is fixed

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

2. 在發展項目中的停車位的擁有人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：

- (a) 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；
- (b) 停車位業主須按分配到其住宅物業之管理份數之比例分擔有關車位公用部分之管理開支的90%。

每個停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。所有停車位之管理份數總數為556。發展項目之管理份數總數為25,467。

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 Phase is situated:
New Kowloon Inland Lot No. 6534.
 2. The term of years under the lease:
50 years from 2 March 2016
 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 Development is required to be completed and made fit for occupation on or before 31 March 2022.
 - (b) The purchaser 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.
 - (c)
 - (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 according to a prescribed rate (“the Residential Parking Spaces”).
 - (ii) 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 Development shall be provided according to a prescribed rate (“the Visitors’ Parking Spaces”).
 - (iii) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles concerning the area of such part or parts of the Development to be used for office purposes and for non-industrial (excluding private residential, the Government Accommodation, the Public Vehicle Park, office, godown, hotel, petrol filling station) purposes according to a prescribed rate.
 - (iv) Out of the spaces provided under sub-paragraphs (c)(i), (ii) and (iii) above, the purchaser 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 according to a prescribed rate (“the Parking Spaces for the Disabled Persons”) as the Building Authority may require and approve provided that a minimum of one space shall
1. 期數所位於的土地的地段編號：
新九龍內地段第6534號。
 2. 有關租契規定的年期：
由2016年3月2日起計50年。
 3. 車位讓與權的限制：
住客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) 轉讓予發展項目的住宅單位之擁有人；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，轉讓予任何一個發展項目住宅單位的擁有人或出租予任何一個住宅單位的住客的住客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) 發展項目須於2022年3月31日或之前建成至適宜佔用。
 - (b) 承授人須於批租年期內：(i)按經批准之設計和規劃及經批准之建築圖則維持所有建築物，不得作出變更或改動；及(ii)保持所有建築物修葺及狀態良好堅固。
 - (c)
 - (i) 須於該土地內按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的住客及其真實賓客、訪客或所邀請者之汽車停泊（「住客車位」），致使署長滿意。
 - (ii) 須按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的住客之真實賓客、訪客或所邀請者之汽車停泊（「訪客車位」）。
 - (iii) 須於該地段內按與發展項目將會用作辦公室用途及用作非工業（不包括私人住宅、政府設施、公眾停車場、辦公室、貨倉、酒店及油站）用途的部分的面積有關連的指定比率提供若干車位以供汽車停泊，至使署長滿意
 - (iv) 承授人須從上述分段（c）(i)、(ii)及(iii)所提供之車位之中按指定比率保留及指定若干車位，以供按《道路交通條例》、其附屬規例及任何修訂法例定義的傷殘人士之汽車停泊（「傷殘人士車位」），惟須從上述(ii)所提供之車位之中保留及指定最少一個車位及承授人不得指定或保留上述(ii)所提供之所有車位為傷殘人士車位。

7 SUMMARY OF LAND GRANT 批地文件的摘要

be so reserved and designated out of the spaces provided under (ii) above and that the purchaser shall not reserve and designate all of the space provided under (ii) above to become the Parking Spaces for the Disabled Person.

- (d) Spaces shall be provided within the land 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 according to a prescribed rate (“the Residential Motor Cycle Parking Spaces”).
- (e) Spaces shall be provided within the land 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 occupiers of the building(s) in the Development for office / non-industrial (excluding private residential, the Government Accommodation, the Public Vehicle Park, office, godown, hotel and petrol filling station) purposes and their bona fide guests, visitors or invitees according to a prescribed rate.
- (f) Spaces for the loading and unloading of goods vehicles shall be provided within the land to the satisfaction of the Director according to a prescribed rate and such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the Development.
- (g) The purchaser shall maintain the parking, loading and unloading areas 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.
- (h) (i) The purchaser shall on or before the date specified in sub-paragraph (a) (or such other date as may be approved by the Director), at his own expense in all respects to the satisfaction of the Director erect, construct, provide and maintain within the lot the Public Vehicle Park. The purchaser shall provide within the Public Vehicle Park not less than 70 spaces for the parking of motor vehicles and each of the spaces so provided shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres; and not less than 7 spaces for the parking of motor cycles and each of the spaces so provided shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres.
- (ii) All parking spaces provided within the Public Vehicle Park shall be made available to members of the public at all times for short-term parking of licensed motor vehicles on an hourly basis, or on a monthly basis or on such other basis as may be approved in writing by the Commissioner for Transport.
- (iii) Upon completion of the Public Vehicle Park in compliance with the Land Grant, the purchaser shall commence to operate the Public Vehicle Park and throughout the term of the Land Grant continue to operate, uphold, maintain, repair conduct and manage at his own expense the Public Vehicle Park and everything forming a portion of or pertaining to it and at all times on a scale and in a manner to the satisfaction of the Commission for Transport and in all respects in accordance with all Ordinances, bye-laws and regulations relating to the public vehicle parking which are or may at any time be in force in Hong Kong.
- (i) (i) The purchaser 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
- (d) 須於該土地內按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的住客及其真實賓客、訪客或所邀請者之電單車停泊（「住客電單車停車位」），致使署長滿意。
- (e) 須於該土地內按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作辦公室／非工業（不包括私人住宅、政府設施、公眾停車場、辦公室、貨倉、酒店及油站）用途之建築物之佔用人及其真實賓客、訪客或所邀請者之電單車停泊，致使署長滿意。
- (f) 須於該土地內按指定比率提供若干車位供貨車上落貨，致使署長滿意，且該等車位不得用作與發展項目相關的貨車上落貨之外的其他用途。
- (g) 承授人須按經署長批准並給署長存檔之車場布局圖維持停車位、上落貨車位及其他範圍（包括但不限於升降機、樓梯平台及運轉及通道地方）。
- (h) (i) 承授人須自費於分段 (a) 指定之日期或之前（或其他經署長批准延後的期限內），於該土地興建、建造、提供及維持公眾停車場，至使署長在各方面滿意。承授人須於公眾停車場提供不少於70個汽車停車位，而每個所提供之汽車停車位須闊2.5米及長5.0米及至淨空高度最少為2.4米；及提供不少於7個電單車停車位，而每個所提供之電單車停車位須闊1.0米、長2.4米及至淨空高度最少為2.4米。
- (ii) 公眾停車場內的所有車位須時刻供公眾短時間停泊持牌汽車，不論乃時租或月租或運輸署署長書面批准的其他形式。
- (iii) 公眾停車場建成後，承授人須開始營運公眾停車場，並於批地文件年期內自費繼續於所有時間以運輸署署長滿意的規模和方式營運、維護、保養、維修、處理及管理公眾停車場及所有屬其一部份或與之有關之事物，並於各方面遵守香港現行或於任何時間生效而關乎公眾停車場的所有法例、附例及規例。
- (i) (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。

7 SUMMARY OF LAND GRANT

批地文件的摘要

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 land.
- (iii) The purchaser shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.
- (iv) The purchaser shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (j) The purchaser shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedule annexed to the Land Grant and the plans approved under the Land Grant, the Government Accommodation to be completed and made fit for occupation and operation on or before 31 March 2022.
- (k) The purchaser shall, at all times until expiry of the Defects Liability Period referred to in the Land Grant, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor. For the purpose of this obligation only, the expression “purchaser” shall exclude his assigns.
- (l) The purchaser shall at his own expense but subject to any contribution by The Financial Secretary Incorporated as referred to in the Land Grant and in all respects to the satisfaction of the Director maintain the following items:
 - (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
 - (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development on the lot;
 - (iii) all building services installations, plants and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development on the lot;
 - (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
 - (v) all other common parts and facilities serving the Government Accommodation and the remainder of the Development on the lot.
- (m) The purchaser shall at his own expense maintain the recreational facilities and facilities ancillary thereto within the land which are 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

- (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」）須在署長全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) 承授人須根據經批准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。未經署長事先書面同意，不得修改、變動、更改、變更或替換經批准之園景設計圖。
- (iv) 承授人須自費維持及保持園景工程在安全、清潔、整齊、井然及健康的狀態，至使署長滿意。
- (j) 承授人須自費於該地段內以熟練的方式及按照隨附於批地文件內之工程規格附表及根據批地文件獲批的圖則建立、建造及提供政府設施，至使署長在各方面滿意，且須於2022年3月31日或之前建成至適宜佔用及運作。
- (k) 承授人須於批地文件中提及的維修責任期屆滿前的所有時間內自費保養政府設施及其屋宇裝置至良好狀態及於各方面使署長滿意。僅就本責任而言，「承授人」一詞不包括其受讓人。
- (l) 承授人須自費（除批地文件提及由財政司司長法團分攤者外）保養以下項目至使署長在各方面滿意：
 - (i) 政府設施的外牆面飾及政府設施的或其中、外、內、上或下的所有牆、柱、樑、天花、天台樓板、車道或地台樓板及任何其他結構元素的結構；
 - (ii) 所有供政府設施及該地段內發展項目其他部分使用的升降機、扶手電梯及樓梯；
 - (iii) 所有供政府設施及該地段內發展項目其他部分使用的大廈服務裝置、機器及器材（包括但不限於可攜或不可攜消防裝置器材）；
 - (iv) 所有政府設施下方的結構樓板連同其內及其下的排水系統；及
 - (v) 所有其他供政府設施及該地段內發展項目其他部分使用的公用部分和設施。
- (m) 承授人須自費維持該地段內按批地文件獲豁免計算總樓面面積的康樂設施及其附屬設施（「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。

7 SUMMARY OF LAND GRANT 批地文件的摘要

- visitors and by no other person or persons.
- (n) 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, either within the land or on any Government land, the purchaser shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as may be necessary to protect and support such land within the land and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The purchaser 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. In the event that as a result of works done by the purchaser or owing to any other reason, any falling away, landslip or subsidence occurs at any time, the purchaser 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 purchaser 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 purchaser neglects or fails to comply with the notice to the satisfaction to the Director within the period specified, the Director may forthwith execute and carry out any necessary works and the purchaser shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.
- (o) Where prestressed ground anchors have been installed, upon development or redevelopment of the land or any part thereof, the purchaser 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. If the purchaser neglects or fails to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the purchaser shall on demand repay to the Government the cost thereof.
- (p) In the event of earth, spoil, debris, construction waste or building materials (“the waste”) from the lot, or from other areas affected by any development of the land being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, stormwater drains or nullahs or other Government properties (“the Government properties”), the purchaser shall at his own expense remove the waste from and make good any damage done to the Government properties. The purchaser 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. The Director may (but is not obliged to), at the request of the purchaser, remove the waste from and make good any damage done to the Government properties and the purchaser shall pay to the Government on demand the cost thereof.
- (q) The purchaser 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 purchaser 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. The works of connecting any drains and sewers from the land to the
- (n) 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，不論處於該土地內或任何政府土地內，承授人須自費進行及建造該等有需要之斜坡整理工程、擋土牆或其他支撐、防護措施、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相鄰或毗連之政府土地或已出租土地，及排除及預防再發生的任何泥土剝落、山泥傾瀉或土地下陷。承授人須於批地文件租期的所有時間自費維持上述土地、斜坡整理工程、擋土牆或其他支撐、防護措施、排水系統或附屬或其他工程修葺及狀態良好堅固，致使署長滿意。若於任何時間內由於承授人進行的工程或其任何其他原因而造成任何泥土剝落、山泥傾瀉或土地下陷，承授人須自費修葺使之恢復原狀致使署長滿意，並須就因該等泥土剝落、山泥傾瀉或土地下陷而將會或可能作出、使蒙受或招致的所有成本、費用、損害賠償、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、建造及保養上述土地、斜坡整理工程、擋土牆或其他支撐、防護措施及排水系統或附屬或其他工程，及就任何泥土剝落、山泥傾瀉或土地下陷修葺使之恢復原狀，且如承授人忽略或未能在指明期限內遵行該通知致使署長滿意，署長可立即執行和進行任何有需要的工程，而承授人須應要求向政府償還該工程的費用並連同任何行政及專業費用。
- (o) 若於發展或重新發展該地段或其任何部分時曾安裝預應力地錨，承授人須於該等預應力地錨的使用期限內自費進行定期保養及定期監測致使署長滿意。如承授人忽略或未能進行所須的監測工程，署長可立即執行和進行所須的監測工程，而承授人須應要求向政府償還該工程的費用。
- (p) 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、沖洗或傾倒在公共巷徑或道路上，或路旁暗渠、前濱或海牀、污水渠、雨水渠或溝渠或其他政府物業（「該等政府物業」），承授人須自費清理該等廢料並修葺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。署長可以（惟沒有義務）應承授人要求清理該等廢料並修葺該等廢料對該等政府物業造成的損壞，而承授人須應要求向政府支付有關費用。
- (q) 承授人須自費建造及保養署長認為必要的排水渠及溝渠（不論位於該土地範圍內或政府土地上亦然），以將落在或流經該土地上的雨水截流並排送至就近的河道、集水井、溝渠或政府雨水渠，致使署長滿意。承授人須對上述雨水造成的任何損壞或滋擾所引致的一切訴訟、申索及索求承擔全部責任並向政府及其官員作出彌償。將該地段任何排水渠及污水渠與已鋪設及投入運作的政府雨水渠及污水渠連接的工程，可由署長進行（惟署長不須就進行連接工程引起的損失或損壞對承授人負責），而承授人須

7 SUMMARY OF LAND GRANT 批地文件的摘要

Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the purchaser for any loss or damage thereby occasioned and the purchaser shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the purchaser 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 purchaser at his own cost and upon demand be handed over by the purchaser to the Government for future maintenance thereof at the expense of the Government and the purchaser 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 purchaser 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 purchaser shall pay to the Government on demand the cost of such works.

- (r) The purchaser shall within a prescribed time period at his own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his approval in writing a sewerage impact assessment (“SIA”) containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impact as may arise from the Development of the land, and recommendations for mitigation measures, improvement works and other measures and works. The purchaser shall at his own expense implement the recommendations in the approved SIA in all respects to the satisfaction of the Director of Drainage Services and within such time limit as may be stipulated by him. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the purchaser for any cost, damage or loss caused to or suffered by the purchaser whether arising out of or incidental to the fulfilment of the purchaser's obligations under this sub-paragraph 5(r) or otherwise, and no claim whatsoever shall be made against the Government or its officers by the purchaser in respect of any such cost, damage or loss.
- (s) 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.
- (t) (i) The Residential Parking Spaces and 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 residents of 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.

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致使署長滿意，而在該情況下，於政府土地上建造的上述連接工程任何部分須由承授人自費保養，且須應要求由承授人交回政府以供政府自費進行將來的保養；承授人亦須應要求向政府繳付該接駁工程技術審核的費用。若承授人未能保養上述接駁工程位於政府土地內的任何部分，署長可進行該等其認為有需要的保養工程，且承授人須向政府繳付該等工程的費用。

- (r) 承授人須於一指定時限內，自費並致使環境保護署署長在各方面滿意，向環境保護署署長呈交或安排呈交污水系統影響評估（「污水系統影響評估」）以供其書面核准，污水系統影響評估須載有環境保護署署長所要求的資料和詳情，包括但不限於發展該土地對污水系統可能會造成的不良影響，及對緩解措施、改善工程及其他措施及工程的建議。承授人須自費並於環境保護署署長所訂明的時限內實施經核准的污水系統影響評估內所載的建議，致使環境保護署署長在各方面滿意。就任何對承授人所造成或承授人蒙受的費用、損壞或損失，不論是否因承授人履行本分段5(r)下的責任而引起或附帶的，政府及其官員概不承擔任何責任或義務；承授人亦不得向政府或其官員就該等費用、損壞或損失提出任何申索。
- (s) 未經署長事先書面批准，不得移除或干擾該土地上或其相鄰所生長的樹木。署長於給予批准時可附加他認為合適之移植、補償環境美化或重新種植條件。
- (t) (i) 住客車位及訪客車位不得用作停泊按《道路交通條例》、其附屬規例及修訂法例獲發牌及屬於發展項目的住客及其真實賓客、訪客或所邀請者之汽車之外的其他用途，尤其不得用作存放、展示或展覽汽車作招售等用途或作提供汽車清潔及美容服務之用途。

7 SUMMARY OF LAND GRANT

批地文件的摘要

- (ii) The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of 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.
 - (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 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 parking spaces referred to in sub-paragraph (e) shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the Development or any part or parts thereof for the respective purposes stipulated in the sub-paragraph (e) 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.
 - (v) The parking spaces referred to in sub-paragraph (c)(iii) shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the Development or any part or parts thereof for the respective purposes stipulated in the sub-paragraph (c)(iii) 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.
 - (vi) 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 Development.
- (u) The purchaser acknowledges that as at the date of the Land Grant, there are existing within the lot:
- (i) a temporary refuse collection point together with structures, vehicular access, facilities, services and installations therein the lot ("the Existing Temporary Refuse Collection Point"); and
 - (ii) window openings, canopies and pipelines ("the Protruding Features") which protrude from the building or buildings erected on all that piece or parcel of land registered in the Land Registry as New Kowloon Inland Lot No. 2297.

The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the purchaser by reason of the presence of the Existing Temporary Refuse Collection Point and the Protruding Features, and the purchaser 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 and subsequent demolition or removal of the Existing Temporary Refuse Collection Point and the Protruding Features.

- (ii) 傷殘人士車位不得用作停泊按《道路交通條例》、其附屬規例及任何修訂法例所定義的傷殘人士且屬於發展項目內的住客或佔用人及其真實賓客、訪客或所邀請者之汽車之外的其他用途，尤其不得用作存放、展示或展覽汽車作招售等用途或作提供汽車清潔及美容服務之用途。
 - (iii) 住客電單車停車位不得用作停泊按《道路交通條例》、其附屬規例及修訂法例獲發牌及屬於發展項目的住客及其真實賓客、訪客或所邀請者之電單車之外的其他用途，尤其不得用作存放、展示或展覽汽車作招售等用途或作提供汽車清潔及美容服務之用途。
 - (iv) 上文第 (e) 段提及之車位不得用作停泊按《道路交通條例》、其附屬規例及修訂法例獲發牌及屬於發展項目或其用作上文第 (e) 段分別訂明的用途的任何部份的佔用人及其真實賓客、訪客或所邀請者之電單車以外的其他用途，尤其不得用作存放、展示或展覽汽車作招售等用途或作提供汽車清潔及美容服務之用途。
 - (v) 上文第 (c) (iii) 段提及之車位不得用作停泊按《道路交通條例》、其附屬規例及修訂法例獲發牌及屬於發展項目或其用作上文第 (c) (iii) 段分別訂明的用途的任何部份的佔用人及其真實賓客、訪客或所邀請者之汽車以外的其他用途，尤其不得用作存放、展示或展覽汽車作招售等用途或作提供汽車清潔及美容服務之用途。
 - (vi) 上落貨車位不得用作供與發展項目有關之貨車上落貨之外的其他用途。
- (u) 承授人確認於批地文件的日期，該土地內現存：
- (i) 一座臨時垃圾收集站連同其中之構築物、通道、設備、服務及裝置（「現存臨時垃圾收集站」）；及
 - (ii) 新九龍內地段第2297號其上已建建築物突出之窗口、簷蓬及管道（「突出物」）。

就任何因現存臨時垃圾收集站及突出物的存在對承授人所造成或承授人蒙受的損失、損壞、滋擾或干擾，政府概不承擔任何責任。承授人須就由現存臨時垃圾收集站及突出物的存在及其後的或拆卸或清除工程直接或間接引起或與之有關的一切責任、申索、費用、索求、訴訟或其他司法程序，對政府作出彌償及確保其獲得彌償。

- (v) (i) 公眾停車場的車位除供公眾停泊根據《道路交通條例》、其附屬規例及任何修訂法例定義之汽車及電單車外公眾停車場及其任何部分概不可用作任何其他用途，其中特別禁止在上述車位儲存、展示或展覽供出售或作他用的汽車或作汽車清洗及美容的服務。

7 SUMMARY OF LAND GRANT 批地文件的摘要

- (v) (i) The spaces provided within the Public Vehicle Park shall not be used for any purpose other than for the parking of motor vehicles and motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and in particular the Public Vehicle Park or any part or parts thereof 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 purchaser shall at all times permit all members of the public to have free access to, from and through such part or parts of the lot or any building or buildings erected or to be erected on the lot for the purposes of gaining access to and from the Public Vehicle Park.
- (iii) The purchaser shall not, throughout the term of the Land Grant, assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Public Vehicle Park or any part or parts thereof or enter into agreement so to do except as a whole provided that the purchaser may underlet the parking spaces in the Public Vehicle Park subject to sub-paragraphs (e)(i) and (ii).
- (w) The purchaser 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 (“the Services”). The purchaser 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 purchaser shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The purchaser 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 any of the Services in any manner arising out of the Works (except for nullah, sewer, stormwater drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the purchaser shall pay to the Government on demand the cost of such works). If the purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof 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 may consider necessary and the purchaser shall pay to the Government on demand the cost of such works.
- (x) Upon any failure or neglect by the purchaser 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.
- (ii) 承授人須時刻允許公眾人士自由進出、往返及行經該土地及其任何部分（包括現已或將會建於該處的任何一座或多座建築物）以進出公眾停車場。
- (iii) 承授人不得在批地文件年期內將公眾停車場或其任何部分轉讓、按揭、抵押、出租放棄管有或以其他形式處置或就有關安排達成任何協議（如關乎「公眾停車場」整體則除外），惟承授人可按分段（e）(i)及(ii)出租「公眾停車場」的車位給公眾。
- (w) 承授人須於任何時候，特別是於進行建造、保養、更新或維修工程（「該等工程」）時，採取或安排採取恰當及足夠的保護、技巧及預防措施，以免使置於或行經該土地或其任何部分或其任何部分之上、之下或相鄰的任何政府或其他現存的排水渠、水道或河道、主水管、道路、行人徑、街道設施、污水渠、溝渠、管道、電纜、電線、公用服務或任何其他的工程或裝置（「該等服務」）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，以確定該等服務之位置及高度，及須就如何處理或會受該等工程影響之該等服務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服務施加的要求，包括任何必要的改道、重鋪或恢復原狀的成本。承授人須自費在各方面維修、修葺使恢復原狀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任何該等服務造成的損壞、干擾或阻礙，致使署長滿意（溝渠、污水渠、雨水渠或主水管除外，其之修葺須由署長進行（除非署長另有決定），且承授人須應政府要求向其支付上述工程之費用）。若承授人未能對該土地或其任何部分或任何該等服務進行任何所需之改道、重鋪、維修、修葺及使之恢復原狀致使署長滿意，署長可進行其認為有需要之改道、重鋪、維修、修葺及使之恢復原狀，且承授人須應政府要求向其支付上述工程之費用。
- (x) 當承授人未能或忽略履行、遵守或遵從批地文件，政府有權收回及重新管有該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、搭建物及工程。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結；(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，或承授人在準備、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、資助及申索將不受影響。

7 SUMMARY OF LAND GRANT 批地文件的摘要

Upon re-entry: (a) the purchaser's right on the part of the land re-entered shall absolutely cease and determine; (b) the purchaser shall not be entitled to any refund of premium, payment or compensation in respect of the value of the land or the buildings thereon or any amount expended by the purchaser in the preparation, formation or development of the land; and (c) any other rights, remedies and claims of the Government are not to be thereby prejudiced.

Note: The expression "purchaser" as mentioned in this section means the purchaser under the Land Grant, i.e. the grantee of the land, and where the context so admits or requires includes his executors, administrators and assigns and in case of a corporation its successors and assigns.

附註：本節中提述「承授人」一詞指根據批地文件中的承授人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 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。

9 GOVERNMENT RENT 地稅

The vendor is liable for the Government rent payable for the parking space up to and including the date of completion of the sale and purchase of that parking space. (i.e. the date of the assignment of that parking space)

賣方有法律責任繳付車位直至並包括該車位買賣完成日(即該車位轉讓契日期)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 the Agreement for Sale and Purchase, the Vendor is entitled to retain the sum of 5% of the purchase price and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement for Sale and Purchase.
 3. The purchaser who has signed an Agreement for Sale and Purchase has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete The Phase 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合約協議，除可用作按揭或押記外，買方不會於完成正式買賣合約之成交及簽署轉讓契之前，以任何方式，或訂立任何協議以達至，提名任何人士接受轉讓停車位，或轉讓該停車位，或轉移該停車位的正式合約的權益。
 2. 如停車位的買方有此要求，並獲賣方（按其自己的酌情決定）同意之情況下取消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期數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。

14 DATE OF PRINTING OF SALES BROCHURE

本銷售說明書印製日期

2nd March 2021

2021年3月2日

