



SALES BROCHURE FOR PARKING SPACE
車位銷售說明書



INFORMATION ON THE DEVELOPMENT
發展項目的資料

NAME OF THE DEVELOPMENT
The Cavaridge

THE POSTAL ADDRESS OF THE DEVELOPMENT AS CONFIRMED WITH THE COMMISSIONER OF RATING AND VALUATION
38 Lai Ping Road

ESTIMATED MATERIAL DATE FOR THE DEVELOPMENT AS PROVIDED BY THE AUTHORIZED PERSON FOR THE DEVELOPMENT
31st March 2020

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 maybe).

發展項目名稱
駿嶺薈

經差餉物業估價署署長確定的發展項目郵寄地址
麗坪路38號

發展項目的認可人士提供的發展項目的預計關鍵日期
2020年3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。

INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE DEVELOPMENT
賣方及有參與發展項目的其他人的資料

VENDOR Golden Concept Development Ltd.	賣方 創金發展有限公司
HOLDING COMPANIES OF THE VENDOR Glorious Million Limited Gold Stone Investment Limited Kingboard Property Development (HK) Company Limited Kingboard Property Development Company Limited Kingboard Investments Limited Jamplan (BVI) Limited Kingboard Holdings Limited	賣方的控權公司 榮盈有限公司 金寶投資有限公司 建滔置業（香港）有限公司 建滔置業有限公司 建滔投資有限公司 Jamplan (BVI) Limited 建滔集團有限公司
AUTHORIZED PERSON FOR THE DEVELOPMENT Lee Kar Yan, Douglas	發展項目的認可人士 李嘉胤
THE FIRM OR CORPORATION OF WHICH THE AUTHORIZED PERSON FOR THE DEVELOPMENT IS A PROPRIETOR, DIRECTOR OR EMPLOYEE IN HIS PROFESSIONAL CAPACITY Andrew Lee King Fun & Associates Architects Ltd.	發展項目的認可人士以其專業身份擔任經營人、董事或僱員的商號或法團 李景勳、雷煥庭建築師有限公司
BUILDING CONTRACTOR FOR THE DEVELOPMENT Paul Y. Construction & Engineering Co. Limited	發展項目的承建商 保華建築工程有限公司
SOLICITOR FOR VENDOR Gallant Solicitors & Notaries	賣方代表律師 何耀棟律師事務所
AUTHORIZED INSTITUTION THAT HAS MADE A LOAN, OR HAS UNDERTAKEN TO PROVIDE FINANCE, FOR THE CONSTRUCTION OF THE DEVELOPMENT The Bank of East Asia, Limited	已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構 東亞銀行有限公司
ANY OTHER PERSON WHO HAS MADE A LOAN FOR THE CONSTRUCTION OF THE DEVELOPMENT Glorious Million Limited	已為發展項目的建造提供貸款的任何其他人 榮盈有限公司

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

有參與發展項目的各方的關係

(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;	Not Applicable
(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;	Not Applicable
(c) The Vendor or a building contractor for the Development is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of such an Authorized Person;	Not Applicable
(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;	Not Applicable
(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;	Not Applicable
(f) The Vendor or a building contractor for the Development is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of an associate of such an Authorized Person;	Not Applicable
(g) The Vendor or a building contractor for the Development is an individual, and that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of parking spaces in the Development;	Not Applicable
(h) The Vendor or a building contractor for the Development is a partnership, and a partner of that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of parking spaces in the Development;	Not Applicable
(i) The Vendor or a building contractor for the Development is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of a proprietor of such a firm of solicitors;	Not Applicable
(j) The Vendor, a holding company of the Vendor, or a building contractor for the Development, is a private company, and an Authorised Person for the Development, or an associate of such an Authorised Person, holds at least 10% of the issued shares in that Vendor, holding company or contractor;	Not Applicable
(k) The Vendor, a holding company of the Vendor, or a building contractor for the Development, is a listed company, and such an Authorised Person, or such an associate, holds at least 1% of the issued shares in that Vendor, holding company or contractor;	Not Applicable
(l) The Vendor or a building contractor for the Development is a corporation, and such an Authorised Person, or such an associate, is an employee, director or secretary of that Vendor or contractor or of a holding company of that Vendor;	Not Applicable
(m) The Vendor or a building contractor for the Development is a partnership, and such an Authorised Person, or such an associate, is an employee of that Vendor or contractor;	Not Applicable
(n) The Vendor, a holding company of the Vendor, or a building contractor for the Development, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of parking spaces in the Development holds at least 10% of the issued shares in that Vendor, holding company or contractor;	Not Applicable
(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 the Vendor, holding company or contractor;	Not Applicable
(p) The Vendor or a building contractor for the Development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that Vendor or contractor or of a holding company of that Vendor;	Not Applicable
(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;	Not Applicable
(r) The Vendor or a building contractor for the Development is a corporation, and the corporation of which an Authorised 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;	Not Applicable
(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.	Not Applicable

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT
有參與發展項目的各方的關係

(a) 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；	不適用
(b) 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；	不適用
(c) 賣方或該項目承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的家人；	不適用
(d) 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；	不適用
(e) 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；	不適用
(f) 賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的有聯繫人士的家人；	不適用
(g) 賣方或該項目的承建商屬個人，並屬就該項目內的停車位的出售代表擁有人行事的律師事務所行事的經營人的家人；	不適用
(h) 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停車位的出售代表擁有人行事的律師事務所行事的經營人的家人；	不適用
(i) 賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述律師事務所的經營人的家人。	不適用
(j) 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；	不適用
(k) 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；	不適用
(l) 賣方或該項目的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書；	不適用
(m)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；	不適用
(n) 賣方、賣方的控權公司或該項目的承建商屬私人公司，而就該項目中的停車位的出售而代表擁有人行事的律師事務所的經營人持有該賣方、控權公司或承建商最少10%的已發行股份；	不適用
(o) 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；	不適用
(p) 賣方或該項目的承建商屬法團，而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書；	不適用
(q) 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；	不適用
(r) 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份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；	不適用
(s) 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。	不適用

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

LG/F
低層地下



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

B/F
地庫層



Legend 圖例

Residential Car Parking Space
住宅停車位









SCALE
比例尺 0 15 30 45m (米)



FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

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

Location 位置	Type of Parking Space 停車位類別	Number 數目	Dimensions (L x W)(m) 尺寸（長 x 闊）(米)	Area of each Parking Space (sq.m.) 每個停車位面積（平方米）
LG/F 低層地下	 Residential Car Parking Space 住宅停車位	108	5.0 x 2.5	12.5
	 Accessible Residential Parking Space 暢通易達停車位	2	5.0 x 3.5	17.5
	 Visitors' Car Parking Space 訪客停車位	1	5.0 x 2.5	12.5
	 Accessible Visitors' Parking Space 暢通易達訪客停車位	1	5.0 x 3.5	17.5
	 Motorcycle Parking Space 電單車停車位	6	2.5 x 1.0	2.5
	 Loading and Unloading Space 裝卸區停車位	2	11.0 x 3.5	38.5
	 Refuse Collection Operation Parking Space 垃圾收集停車位	1	12.0 x 5.0	60.0
B/F 地庫層	 Residential Car Parking Space 住宅停車位	54	5.0 x 2.5	12.5

SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE
臨時買賣合約的摘要

- | | |
|--|---|
| <p>1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase (the “preliminary agreement”);</p> <p>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;</p> <p>3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the preliminary agreement –</p> <ul style="list-style-type: none">(i) the 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. | <p>1. 在簽署臨時買賣合約 (該“臨時合約”) 時須支付款額為5%的臨時訂金；</p> <p>2. 買方在簽署該臨時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分持有；</p> <p>3. 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約—</p> <ul style="list-style-type: none">(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。 |
|--|---|

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 Parking Spaces	Undivided Shares (each Parking Space)
Residential Car Parking Spaces	50	13
Motorcycle Parking Spaces	6	3

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

The Owners shall contribute towards the Management Charges (as defined in the DMC) in respect of the Common Areas and the Common Facilities in the following manner:

- (i) Each Owner of a parking space shall contribute to the Management Charges in respect of the Development Common Areas and the Development Common Facilities at the rate at which the number of Management Shares of the parking space held by the Owner bears to the total number of Management Shares of the Development.
- (ii) Each Owner of a Residential Car Parking Space and each Owner of a Motorcycle Parking Space shall further contribute to the Management Charges in respect of the Car Park Common Areas and the Car Park Common Facilities at the rate at which the number of Management Shares of the Residential Car Parking Space and the Motorcycle Parking Space respectively held by the Owner bears to the total number of Management Shares allocated to the Parking Spaces.
- (iii) Each Owner of a House shall further contribute to the Management Charges in respect of the Car Park Common Areas and the Car Park Common Facilities at the rate at which the number of Management Shares of the 2 House Car Parks of the House held by the Owner bears to the total number of Management Shares allocated to the Parking Spaces.

3. Basis on which the Management Fee Deposit is fixed

Each Owner shall upon taking up the assignment of his part of the Development deposit with the Manager as security for the due payment of all amount which may be or become payable by him under the DMC a non-refundable but transferrable deposit of a sum equal to three (3) times the monthly management contribution payable in respect of the Unit in the Development of which he is the Owner.

Remark: For full details, please refer to the latest draft of the DMC which is free for inspection during opening hours at the sales office. A copy of the latest draft DMC is available upon request and payment of the necessary photocopying charges.

SUMMARY OF DEED OF MUTUAL COVENANT
公契的摘要

1. 分配予發展項目中每個停車位的不分割份數的數目

發展項目中的停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 (每個車位)
住宅停車位	50	13
電單車停車位	6	3

2. 發展項目中停車位業主的管理費用分攤基準

業主應按以下方式繳納公用地方和公用設施的管理費（如公契所定義）：

- (i) 就發展項目公用地方和發展項目公用設施，一個停車位的業主應按照其持有的停車位管理份數相對於發展項目的管理份數總數的比例繳納管理費。
- (ii) 就停車場公用地方和停車場公用設施，每位住宅停車位業主及每位電單車停車位業主應按照其分別持有的住宅停車位管理份數和電單車停車位管理份數相對於分配至所有停車位的管理份數總數的比例繳納相應的管理費。
- (iii) 就停車場公用地方和停車場公用設施，每座洋房的業主應按照其持有的兩個洋房停車位管理份數相對於分配至所有停車位的管理份數總數的比例進一步繳納相應的管理費。

3. 計算管理費按金的基準

每位業主在受讓其在發展項目中所佔部分時應向管理人支付一筆不可退還但可轉讓的按金，作為其在公契下應付的所有金額的到期付款擔保，按金金額相當於其作為業主在本發展項目中針對其住宅單位應付的每月管理費的三(3)倍。

備註：請查閱公契擬稿以了解詳情。完整公契擬稿可免費於售樓處在開放時間內應要求提供查閱，並可在支付所需影印費後取得公契擬稿之複印本。

SUMMARY OF LAND GRANT

批地文件的摘要

A. (i) Lot number of the land on which the Development is situated:

Sha Tin Town Lot No. 579 (the “lot”)

(ii) Term of years :

The lot is granted under New Grant No.21660 (the “Land Grant”) for a term of 50 years commencing from 2 October 2013.

B. The restrictions on alienation of the parking spaces:

Special Condition No.(23) of the Land Grant stipulates that:

“(a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be:

- (i) assigned except
 - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
 - (II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
- (ii) underlet except to the residents of the residential units in the building or buildings erected or to be erected on the lot.

Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the lot. For the avoidance of doubt, a detached, semi-detached or terraced house which is intended for use as a single family residence shall be regarded as a residential unit referred to in this sub-clause (a). The decision of the Director as to whether a detached, semi-detached or terraced house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

- (b) Notwithstanding sub-clause (a) of this Special Condition, the Purchaser may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Purchaser.
- (c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.
- (d) Sub-clauses (a) and (b) of this Special Condition shall not apply to Parking Spaces for the Disabled Persons.”

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

1. General Condition No. 5(c) of the Land Grant stipulates that:

“The Purchaser hereby indemnifies and shall keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses, losses (whether financial or otherwise) and claims whatsoever and howsoever arising from any breach of these Conditions or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the lot where such damage or soil and groundwater contamination has, in the opinion of the Director of Lands (hereinafter referred to as “the Director”, and whose opinion shall be final and binding upon the Purchaser), arisen out of any use of the lot, or any development or redevelopment of the lot or part thereof or out of any activities carried out on the lot or out of any other works carried out thereon by the Purchaser whether or not such use, development or redevelopment, activities or works are in compliance with these Conditions or in breach thereof.”

2. General Condition No. 7 of the Land Grant stipulates that:

“(a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions:

- (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 or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.

- (b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof, the Purchaser shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid, the Purchaser shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as laid down by the Director.”

3. General Condition No. 9 of the Land Grant stipulates that:

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

4. Special Condition No. (2) of the Land Grant stipulates that:

“The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of December, 2019.”

5. Special Condition No. (3) of the Land Grant stipulates that:

“The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes.”

6. Special Condition No. (5) of the Land Grant stipulates that:

“Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No.7 hereof) of the lot or any part thereof:

- (a) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;
- (c) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 18,022 square metres and shall not exceed 30,036 square metres;
- (d) (i) no part of any building or other structure erected or to be erected on that part of the lot as shown coloured pink on the plan annexed hereto together with any addition or fitting (if any) to such building or structure may in the aggregate exceed a height of 195 metres above the Hong Kong Principal Datum or such other height limit as the Director at his sole discretion may, subject to the payment by the Purchaser of any premium and administrative fee as shall be determined by the Director, approve; and
- (ii) no part of any building or other structure erected or to be erected on those parts of the lot as respectively shown coloured pink stippled red and pink stippled red stippled blue (which area coloured pink stippled red stippled blue is hereinafter referred to as “the Pink Stippled Red Stippled Blue Area”) on the plan annexed hereto together with any addition or fitting (if any) to such building or structure may in the aggregate exceed

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a height of 165 metres above the Hong Kong Principal Datum, or such other height limit as the Director at his sole discretion may, subject to the payment by the Purchaser of any premium and administrative fee as shall be determined by the Director, approve,

provided that:

- (I) with the prior written approval of the Director, machine rooms, air-conditioning units, water tanks, stairhoods and similar roof-top structures may be erected or placed on the roof of the building so as to exceed the height limit as applicable to the relevant parts of the lot as stated in sub-clauses (d)(i) and (d)(ii) of this Special Condition; and
- (II) the Director at his sole discretion may in calculating the height of a building or structure exclude any structure or floor space referred to in Special Condition No. (38) (b)(i)(II) hereof;
- (e) (i) except with the prior written approval of the Director, any building or group of buildings erected or to be erected on the lot shall not have any projected façade length of 60 metres or more;
- (ii) for the purposes of sub-clause (e)(i) of this Special Condition:
 - (I) the decision of the Director as to what constitutes a building shall be final and binding on the Purchaser;
 - (II) any two or more buildings shall be treated as a group of buildings if the shortest horizontal distance between any two buildings erected or to be erected on the lot is less than 15 metres;
 - (III) the decision of the Director as to what constitutes the projected façade length of a building or a group of buildings erected or to be erected on the lot shall be final and binding on the Purchaser; and
 - (IV) in calculating the projected façade length referred to in sub-clause (e)(i) of this Special Condition, the gap between any two buildings shall be taken into account and the Director's decision as to the calculation shall be final and binding on the Purchaser; and
- (f) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than site formation works) shall be commenced on the lot until such approval shall have been obtained, and for the purpose of these Conditions "building works" and "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation."

7. Special Condition No. (6) of the Land Grant stipulates that:

"Except with the prior written consent of the Director and in conformity with any conditions imposed by him including the payment of any administrative fee and premium as he may require, no building, structure, support for any building or buildings or any structure or structures, or projection shall be erected or constructed within the Pink Stippled Red Stippled Blue Area at the ground level or levels or within the air space extending upwards from the ground level or levels of the Pink Stippled Red Stippled Blue Area to a height of 15 metres. For the purpose of this Special Condition, the decision of the Director as to what constitutes the ground level or levels shall be final and binding on the Purchaser."

8. Special Condition No. (8) of the Land Grant stipulates that:

- "(a) The Purchaser may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
- (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (5)(c) hereof, subject to Special Condition No. (38)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.
- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as "the Exempted Facilities"):
 - (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (16)(a)(v) hereof;
 - (ii) the Purchaser shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
 - (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons.
- (d) In the event that the lot is developed for use as a single family residence, sub-clauses (b) and (c) of this Special

Condition shall not apply. The decision of the Director as to whether the lot is developed for use as a single family residence shall be final and binding on the Purchaser."

9. Special Condition No. (9) of the Land Grant stipulates that:

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

10. Special Condition No. (10) of the Land Grant stipulates that:

- "(a) The Purchaser shall at his own expense submit to the Director for his approval a landscape master plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition. No site formation works shall be commenced on the lot or any part thereof until the landscape master plan has been approved in writing by the Director and consent, if required, has been granted in respect of the proposals for the preservation of trees under Special Condition No. (9) hereof.
- (b) (i) The landscape master plan shall be at a scale of 1:500 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas, and such other information as the Director may require.
- (ii) Not less than 30% of the area of the lot shall be planted with trees, shrubs or other plants.
- (iii) Not less than 50% of the 30% referred to in sub-clause (b)(ii) of this Special Condition (hereinafter referred to as "the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.
- (iv) The decision of the Director on which landscaping works proposed by the Purchaser constitutes the 30% referred to in sub-clause (b)(ii) of this Special Condition shall be final and binding on the Purchaser.
- (v) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.
- (c) The Purchaser shall at his own expense landscape the lot in accordance with the approved landscape master plan in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the approved landscape master plan shall be made without the prior written consent of the Director.
- (d) The Purchaser shall thereafter at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (16)(a)(v) hereof.
- (f) In the event that the lot is developed for use as a single family residence, sub-clauses (b)(iii) and (e) of this Special Condition shall not apply. The decision of the Director as to whether the lot is developed for use as a single family residence shall be final and binding on the Purchaser."

11. Special Condition No. (11) of the Land Grant stipulates that:

- "(a) Office accommodation for watchmen or caretakers or both may be provided within the lot subject to the following conditions:
 - (i) such accommodation shall in the opinion of the Director essential to the safety, security and good management of the building or buildings erected or to be erected on the lot;
 - (ii) such accommodation shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the lot; and
 - (iii) the location of any such accommodation shall first be approved in writing by the Director.For the purpose of this sub-clause (a), no office accommodation may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (b) (i) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (5)(c) hereof, subject to Special Condition No. (38)(d) hereof, there shall not be taken into account office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition not exceeding the lesser of (I) or (II) below:

- (I) 0.2% of the total gross floor area of the building or buildings erected or to be erected on the lot;
- (II) 5 square metres for every 50 residential units or part thereof erected or to be erected on the lot, or 5 square metres for every block of residential units erected or to be erected on the lot, whichever calculation provides the greater floor area of such accommodation or such greater floor area as may be approved in writing by the Director.

Any gross floor area in excess of the lesser of (I) or (II) above shall be taken into account for such calculation.

- (ii) In calculating the total gross floor area of the building or buildings erected or to be erected on the lot referred to in sub-clause (b)(i)(I) of this Special Condition, there shall not be taken into account the floor spaces which are excluded from the calculation of the gross floor area of the building or buildings erected or to be erected on the lot in accordance with these Conditions as to which the decision of the Director shall be final and binding on the Purchaser.
- (iii) For the purposes of sub-clause (b)(i)(II) of this Special Condition, a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units but shall be regarded as a residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether each house is intended for use as a single family residence shall be final and binding on the Purchaser.
- (c) Office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (16)(a)(v) hereof.
- (d) In the event that the lot is developed for use as a single family residence, sub-clauses (b) and (c) of this Special Condition shall not apply. The decision of the Director as to whether the lot is developed for use as a single family residence shall be final and binding on the Purchaser.”

12. Special Condition No. (12) of the Land Grant stipulates that:

- “(a) Quarters for watchmen or caretakers or both may be provided within the lot subject to the following conditions:
 - (i) such quarters shall be located in one of the blocks of residential units erected on the lot or in such other location as may be approved in writing by the Director; and
 - (ii) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the lot.
- For the purposes of this sub-clause (a), no quarters may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (5)(c) hereof, quarters provided within the lot in accordance with sub-clause (a) of this Special Condition with a total gross floor area of not exceeding 25 square metres shall not be taken into account. Any gross floor area in excess of 25 square metres shall be taken into account for such calculation.
- (c) Quarters for watchmen or caretakers or both provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (16)(a)(v) hereof.
- (d) In the event that the lot is developed for use as a single family residence, sub-clauses (b) and (c) of this Special Condition shall not apply. The decision of the Director as to whether the lot is developed for use as a single family residence shall be final and binding on the Purchaser.”

13. Special Condition No. (13) of the Land Grant stipulates that:

- “(a) One office for the use of the Owners’ Corporation or the Owners’ Committee may be provided within the lot provided that:
 - (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners’ Corporation or Owners’ Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon; and
 - (ii) the location of any such office shall first be approved in writing by the Director.
- (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (5)(c) hereof, subject to Special Condition No. (38)(d) hereof, the office provided within the lot in accordance with sub-clause (a) of this Special Condition which does not exceed 20 square metres shall not be taken into account. Any gross floor area in excess of 20 square metres shall be taken into account for such calculation.

- (c) An office provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (16)(a)(v) hereof.
- (d) In the event that the lot is developed for use as a single family residence, sub-clauses (a), (b) and (c) of this Special Condition shall not apply. The decision of the Director as to whether the lot is developed for use as a single family residence shall be final and binding on the Purchaser.”

14. Special Condition No. (19) of the Land Grant stipulates that:

- “(a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as “the Residential Parking Spaces”) at the following rates:
 - (I) where a block or blocks of residential units (other than a detached, semi-detached or terraced house or houses which is or are intended for use as a single family residence or residences) are provided within the lot, at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below unless the Director consents to a rate or to a number different from those set out in the table below:

Size of each residential unit	No. of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 13.3 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 8 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 3.2 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	One space for every 1.6 residential units or part thereof
Not less than 160 square metres	One space for one residential units

- (II) where a detached, semi-detached or terraced house or houses which is or are intended for use as single family residence or residences are provided within the lot, at the rates of:
 - (A) one space for each such house where its gross floor area is less than 160 square metres and 1.5 spaces for each such house where its gross floor area is not less than 160 square metres but less than 220 square metres, provided that if the number of spaces to be provided under this sub-clause (a)(i)(II)(A) is a decimal number, the same shall be rounded up to the next whole number; and
 - (B) two spaces for each such house where its gross floor area is not less than 220 square metres, For the purposes of this sub-clause (a)(i), the decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether each such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (ii) For the purpose of sub-clause (a)(i)(I) of this Special Condition, the total number of spaces to be provided shall be the aggregate of the respective number of spaces calculated by reference to the respective size of each residential unit set out in the table in sub-clause (a)(i)(I) of this Special Condition. For the purpose of these Conditions, the term “size of each residential unit” in terms of gross floor area shall mean the sum of (I) and (II) below:
 - (I) the gross floor area in respect of a residential unit exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of gross floor area stipulated in Special Condition No.(5)(c) hereof; and
 - (II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of the residents of the building or buildings erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which are not taken into account for the calculation of the gross floor area stipulated in

Special Condition No.(5)(c) hereof (which residential common area is hereinafter referred to as “the Residential Common Area”) shall be apportioned to a residential unit by the following formula:

The total gross area of the Residential Common Area

x

The gross floor area in respect of a residential unit as calculated under sub-clause (a)(ii)(I) of this Special Condition

The total gross floor area of all residential units as calculated under sub-clause (a)(ii)(I) of this Special Condition

(iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings erected or to be erected on the lot shall be provided, subject to a minimum of two spaces being provided, at the following rates:

- (I)

if more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, at a rate of one space for every such block of residential units; or
- (II)

at such other rates as may be approved by the Director.

For the purpose of this sub-clause (a)(iii), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units or a residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether each such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

(iv) The spaces provided under sub-clauses (a)(i)(I) and (a)(iii) (as may be varied under Special Condition No. (21) hereof) and (a)(i)(II) of this Special Condition shall not be used for any purpose other than those respectively set out in sub-clauses (a)(i) and (a)(iii) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

- (b)

(i)

Out of the spaces provided under sub-clauses (a)(i)(I) and (a)(iii) (as may be varied under Special Condition No. (21) hereof) and (a)(i)(II) of this Special Condition, the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as “the Parking Spaces for the Disabled Persons”) as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No. (21) hereof) and that the Purchaser shall not designate or reserve all of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No. (21) hereof) to become the Parking Spaces for the Disabled Persons.

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

(c)

(i)

Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as “the Motor Cycle Parking Spaces”) at a rate of 10 percent of the total number of spaces required to be provided under sub-clauses (a)(i)(I) and (a)(iii) of this Special Condition (as may be varied under Special Condition No. (21) hereof) unless the Director consents to another rate. If the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.

(ii)

The Motor Cycle Parking Spaces (as may be varied under Special Condition No. (21) hereof) shall not be used for any purpose other than for the purpose set out in sub-clause (c)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(d)

(i)

Except the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a)(i)(I)

and (a)(iii) (as may be varied under Special Condition No. (21) hereof) and (a)(i)(II) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

(ii)

The dimensions of each of the Parking Spaces for the Disabled Persons shall be as the Building Authority may require and approve.

(iii)

Each of the Motor Cycle Parking Spaces (as may be varied under Special Condition No. (21) hereof) shall measure 1.0 metre in width and 2.5 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.”

15. Special Condition No. (20) of the Land Grant stipulates that:

“(a)

Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at a rate of one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units. For the purpose of this sub-clause (a), a detached, semi-detached or terraced house which is intended for use as single family residence shall not be regarded as a block of residential units or a residential unit. The decision of the Director as to whether each such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

(b)

Each of the spaces provided under sub-clause (a) of this Special Condition shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the lot.”

16. Special Condition No. (28) of the Land Grant stipulates that:

“(a)

Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Purchaser under these Conditions, or for any other purpose, 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 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 Purchaser shall at all times during the term hereby agreed to be granted 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.

(b)

Nothing in sub-clause (a) of this Special Condition shall prejudice the Government’s rights under these Conditions, in particular Special Condition No. (27) hereof.

(c)

In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser 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 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.

(d)

In addition to any other rights or remedies herein provided for breach of any of these Conditions, 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 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 Purchaser shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.”

16

17. Special Condition No. (30) of the Land Grant stipulates that:

“Where prestressed ground anchors have been installed, upon development or redevelopment of the lot 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 and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the Purchaser shall neglect or fail 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.”

18. Special Condition No. (31) of the Land Grant stipulates that:

- “(a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as “the waste”) from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as “the Government properties”), the 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.
- (b) Notwithstanding sub-clause (a) of this Special Condition, 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.”

19. Special Condition No. (32) of the Land Grant stipulates that:

- “(a) The Purchaser shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the area shown coloured green hatched black on the plan annexed hereto (hereinafter referred to as “the Green Hatched Black Area”) as the Director in his absolute discretion may require and shall, at all times during the term hereby agreed to be granted, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area at any time during the term hereby agreed to be granted, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Purchaser), have also been affected. The Purchaser shall indemnify the Government, its agents and contractors against all claims, proceedings, costs, damages and expenses whatsoever incurred by reason of such landslip, subsidence or falling away. The Purchaser shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Purchaser may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of these Conditions, the Director may at any time by notice in writing call upon the Purchaser to carry out such geotechnical investigations, slope treatment, landslip preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Purchaser shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Purchaser shall on demand repay to the Government the cost thereof.
- (b) Notwithstanding sub-clause (a) of this Special Condition, the obligations and rights of the Purchaser in respect of the Green Hatched Black Area or any part thereof under this Special Condition shall absolutely determine upon the Government giving to the Purchaser notice to that effect, and no claim whatsoever shall be made against the Government or the Director or his or their duly authorized officers by the Purchaser in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clause (a) of this Special Condition.”

20. Special Condition No. (33) of the Land Grant stipulates that:

“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 (hereinafter referred to as “the Works”), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof or the Green Hatched Black Area or both the lot or any part thereof and the Green Hatched Black Area (hereinafter collectively referred to as “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 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 lot or any part thereof or the Green Hatched Black Area or both the lot or any part thereof and the Green Hatched Black 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 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 the Green Hatched Black Area or both the lot or any part thereof and the Green Hatched Black Area 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 considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.”

21. Special Condition No. (34) of the Land Grant stipulates that:

- “(a) 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 lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the 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.
- (b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the 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.”

22. Special Condition No. (35) of the Land Grant stipulates that:

- “(a) Except with the prior written consent of the Director, no building or structure or support for any building or structure may be erected or constructed within the areas respectively shown coloured pink hatched black and pink hatched black stippled black on the plan annexed hereto (which area coloured pink hatched black stippled black is hereinafter referred to as “the Pink Hatched Black Stippled Black Area”) except boundary walls or fences or both.
- (b) Without prejudice to the rights of the Government under sub-clause (a) of this Special Condition, the Purchaser may erect or construct boundary walls, or fences or both on the Pink Hatched Black Stippled Black Area upon

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obtaining the prior written consent of the Director as to the location, design and disposition of such boundary walls or fences or both.”

23. Special Condition No. (36) of the Land Grant stipulates that:

- “(a) The Purchaser acknowledges that as at the date of this Agreement, there are retaining wall, structure or structures supporting the adjoining Lai Ping Road in the vicinity of the Pink Hatched Black Stippled Black Area (which retaining wall, structure or structures are hereinafter collectively referred to as “the Retaining Wall”)
- (b) 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 any works upon, over, under, in or within the Pink Hatched Black Stippled Black Area (hereinafter referred to as “the said Works”) to avoid causing any damage, disturbance or interference to the Retaining Wall. The Purchaser shall at his own expense and within such time limit as may be stipulated by the Director repair, make good and reinstate the Retaining Wall in all respects to the satisfaction of the Director any damage, disturbance or interference caused to the Retaining Wall in any manner arising out of the said Works. The Purchaser shall prior to carrying out the said Works at his own expense take such precautions and measures as may be required by the Director to ensure that the Retaining Wall will not be damaged, disturbed or interfered with.
- (c) For the purpose of this Special Condition, the decision of the Director as to what constitutes the Retaining Wall shall be final and binding on the Purchaser.
- (d) The Purchaser shall throughout the term hereby agreed to be granted permit the Government, the Director and his officers, contractors, agents and any persons authorized by it or them and its or their workmen the right of ingress, egress and regress to, from and through the Pink Hatched Black Stippled Black Area at all reasonable times with or without tools, equipment, plant, machinery or motor vehicles for the purposes of inspecting, repairing or maintaining the Retaining Wall or the carrying out of any works which the Director may consider necessary in connection with the Retaining Wall.
- (e) The Government, the Director and his officer, contractors, agents and any persons authorized by it or them and its or their workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person whether arising out of or incidental to the exercise by it or them of the rights conferred under sub-clause (d) of this Special Condition, and no claim whatsoever shall be made against it or them by the Purchaser in respect of any such loss, damage, nuisance or disturbance.”

24. Special Condition No. (39) of the Land Grant stipulates that:

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

Remark: For full details, please refer to the Land Grant which is free for inspection during opening hours at the sales office. A copy of the Land Grant is available upon request and payment of the necessary photocopying charges.

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A. (i) 本發展項目所處土地的地段編號

沙田市地段第579號（以下簡稱“地段”）

(ii) 有關租契規定的年期

該地段根據新批地契約第21660號（以下簡稱“批地文件”）批出，批地年期自2013年10月2日起計，為期50年。

B. 停車位讓與權的限制：

批地文件的特別條款第(23)條規定：

“(a) 儘管批地條款已按照令署長滿意的方式得以遵守和滿足，但住宅停車位和電單車停車位均不得：

(i) 轉讓，除非

(I) 連同賦予該地段上已建或擬建的一幢或多幢建築物內的一個或多個住宅單位的專用權和佔有權的該地段的不分割份數一同轉讓；或

(II) 承讓人當時已擁有現已或將會建於該地段一座或多座建築物一個或多個住宅單位專用權和佔有權之該地段不分割份數；或

(ii) 轉租，除非轉租予該地段上已建或擬建的一幢或多幢建築物內的住宅單位住戶。

但在任何情況下，向該地段上已建成或擬建的一幢或多幢建築物內的任何一個住宅單位的業主轉讓的或向任何一個住宅單位的住戶轉租的住宅停車位及電單車停車位總數不得超過3個。為免生疑問，一座計劃用作單戶住宅的獨立式、半獨立式或聯排房屋應視為一個本第(a)條中所提及的住宅單位。署長針對一座獨立式、半獨立式或聯排房屋是否構成或計劃用作單戶住宅的決定為最終決定，並對買方具有約束力。

(b) 儘管有本特別批地條款第(a)條規定，買方可在獲得署長事先書面同意的情況下，將所有住宅停車位和電單車停車位整體轉讓，但僅可轉讓予買方的一家全資子公司。

(c) 本特別批地條款(a)條不適用於地段的整體轉讓、轉租、按揭或抵押。

(d) 本特別批地條款(a)條和(b)條不適用於傷殘人士停車位。”

C. 對車位買方造成負擔的租用條件：

1. 批地文件的一般條款第5(c)條規定：

“如違反批地條款，或有導致毗連或毗鄰土地或該地段受損或出現泥土或地下水污染，而地政總署署長（下稱「署長」）認為（其意見為最終決定，並對買方具有約束力）有關損害或泥土或地下水污染乃因買方使用該地段或於該處任何發展項目或重建項目或其任何部份又或買方於該地段進行任何活動或執行任何工程所致，則不論買方使用該地段、發展、重建、進行活動或執行工程乃遵從或違反批地條款，買方必須就任何由此招致或產生的訴訟、法律程序、責任、索求、費用、開支、損失（不論屬經濟或其他性質）及索賠向政府作出彌償，並確保其獲彌償保障。”

2. 批地文件的一般條款第7條規定：

“(a) 買方應在整個批地年期期間根據批地條款進行興建或重建（重建指本一般條款(b)項所述的重建）：

- (i) 根據獲批設計和佈局及任何獲批的建築圖則對所有建築物進行維護，不得作出任何變更或修改；及
- (ii) 維護現已或此後將會按照批地條款或日後任何合約修訂條文建造的所有建築物至維修充足及良好狀態，以及在批地年期屆滿或提前終止時以維修充足及良好狀態交還此等建築物。

(b) 若在批地年期內的任何時間拆除當時位於該地段或其任何部分之上的任何建築物，買方必須另建一幢或多幢堅固完好且總建築面積最少相等的同類型建築物替代或以類別及價值經署長批准的一幢或多幢建築物替代。如發生上述拆卸情況，買方應在該等拆卸工程完成後的一個曆月內，向署長提出申請並就該地段重建工作的建築工程施工徵得署長的同意，在獲得該等同意後，買方應於此後的三個曆月內開始展開必要的重建施工工作，並應在署長規定的時限內以令署長滿意的方式完成該等重建工作。”

3. 批地文件的一般條款第9條規定：

“根據批地條款需要鋪設的任何私家街道、道路及車道均應鋪設於署長滿意的位置，並按照署長決定納入或不涵蓋於本文協定的擬批租區域內，無論是否包含在擬批租區域內，此等私家街道、道路及車道必須在政府要求時免費交還政府。若向政府移交上述街道、道路和車道，則該等道路的路面鋪設、路緣鋪設、排

水（污水及雨水渠）、管道及道路照明工作應由買方付費並由政府執行，而此後應以公帑維護。如果上述私家街道、道路和車道仍作為擬批租區域的一部分，則買方應自費以令署長滿意的方式在該等道路執行照明、路面鋪設、路緣鋪設、排水、開渠和維護工作。署長為實現公眾利益，有需要時可執行或安排執行道路照明安裝及維修工作。買方應承擔安裝道路照明設備的安裝建設成本，並允許工人及車輛為安裝及維護道路照明設備之目的自由進出擬批租區域。”

4. 批地文件的特別批地條款第(2)條規定：

“買方應通過在該地段上興建一幢或多幢在各個方面符合批地條款及目前或可能於任何時間在香港有效的所有有關建築、衛生和規劃的條例、附例及規例的建築物來發展對該地段，該一幢或多幢建築物須於2019年12月31日或之前完成建造並適宜佔用。”

5. 批地文件的特別批地條款第(3)條規定：

“該地段或其任何部分或在該地段上已建造或即將興建的任何建築物或其任何部分均不得用作私人住宅以外的任何其他用途。”

6. 批地文件的特別批地條款第(5)條規定：

“受限於批地條款，發展或重建（本術語僅指一般條款第7條所述的重建）該地段或其任何部分時：

- (a) 在該地段上已建或擬建的任何一幢或多幢建築物在各方面均應符合《建築物條例》及根據該條例訂立的任何規例和任何修訂法例；
- (b) 在未能於各個方面完全符合《城市規劃條例》及根據該條例所訂的規例和任何修訂法例要求的情況下，不得在該地段或其任何部分或批地條款規定之地段以外的任何一個或多個區域興建一幢或多幢建築物，亦不得發展或使用該地段或其任何部分或批地條款規定之地段以外的任何一個或多個區域；
- (c) 在該地段上已建或擬建的任何一幢或多幢建築物的總建築面積不得少於18,022平方米，且不得超過30,036平方米；
- (d) (i) 在本批地文件所附圖則中填上粉紅色的地段部分上已建或擬建的建築物或構築物的任何部分、及對該建築物或構築物的任何擴建部分或裝置（如有）的總體高度不得超過香港主水平基準以上195米或在買方支付任何由署長決定的地價和行政費用的情況下署長全權酌情批准的其他高度限制；及
- (ii) 在批地文件所附圖則上分別顯示為粉紅加紅點的區域及粉紅加紅點和藍點的區域（粉紅加紅點和藍點的區域以下簡稱“粉紅加紅點和藍點區域”）的地段部分上已建或擬建的建築物或構築物，連同該等建築物或構築物的任何擴建部分或裝置（如有）的總體高度不得超過香港主水平基準以上165米或在買方支付任何由署長決定的地價和行政費用的情況下署長全權酌情批准的其他高度限制。

但是：

- (I) 如經署長事先書面批准，安裝或放置於建築物屋頂的機房、空調機組、水箱、樓梯及其他類似的屋頂結構的高度可超出本特別批地條款第(d)(i)款和(d)(ii)款規定的適用於相應地段部分的高度限制；及
- (II) 署長可全權酌情決定在計算建築物或構築物的高度時不計入批地文件特別批地條款第(38)(b)(i)(II)款所述的任何構築物或樓面面積；
- (e) (i) 除經署長事先書面批准外，在該地段上已建或擬建的任何建築物或建築群的建築立面寬度均不得超過60米；
- (ii) 就本特別批地條款(e)(i)而言：
 - (I) 署長就建築物的構成部分作出的決定為最終決定，並對買方具有約束力；
 - (II) 若已經或即將在地段上建造的任何兩幢建築物之間的最短水平距離少於15米，則該兩幢或多幢建築物應視為一個建築群；
 - (III) 署長針對已經或即將在地段上建造的一幢建築物或一個建築群的建築立面寬度的構成部分作出的決定為最終決定，並對買方具有約束力；且
 - (IV) 在計算本特別批地條款(e)(i)款所述的建築立面寬度時，任何兩幢建築物之間的間隔距離均應予以考慮，而署長針對該等計算作出的決定為最終決定，並對買方具有約束力；及
- (f) 已經或即將建於該地段的任何一幢或多幢建築物的設計及佈局應得到署長的事先書面批准，而在取得該等批准之前，不得在該地段上展開任何建築工程（地盤平整工程除外），就批地條款而言，“建築工程”及“地盤平整工程”應按照《建築物條例》、及根據該條例所訂的規例和任何修訂法例中的相關規定予以界定。”

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7. 批地文件的特別批地條款第 (6) 條規定：

“除非事先得到署長的書面同意，並符合署長所施加的任何條件，包括支付署長可能要求的任何地價和行政費用，否則不得在粉紅加紅點和藍點區域內的地面水平或在自粉紅加紅點和藍點區域的地面水平向上延伸15米的空域內建造或構建任何建築物、構建物、為任何建築物或構建物而設的支撐物，或突起物。就本特別批地條款而言，署長針對地面水平的構成部分作出的決定為最終決定，並對買方具有約束力。”

8. 批地文件的特別批地條款第 (8) 條規定：

- “(a) 買方可在該地段內建造、構建並提供經署長書面批准的康樂設施及其附屬設施（以下簡稱“該等設施”）。該等設施的類型、大小、設計、高度和佈局亦應事先得到署長的書面批准。”
- (b) 就計算批地文件的特別批地條款第(5)(c)條所規定的總建築面積而言，受限於批地文件的特別批地條款第(38)(d)條，根據本特別批地條款(a)條為在該地段上已建或擬建的一個或多個住宅大廈的居民及其真正訪客的共同使用和共同利益而在地段內提供的該等設施的任何部分不應納入計算範圍。其餘依署長意見並非用作該等用途的該等設施部分則應納入計算範圍。
- (c) 若根據本特別批地條款(b)條規定該等設施的任何部分被豁免納入總建築面積（以下簡稱“豁免設施”）：
- (i) 豁免設施應被認定為批地文件的特別批地條款第(16)(a)(v)條中提及的公用地方，並構成公用地方的一部分；
- (ii) 買方應自費維護豁免設施，令其處於妥善和維修充足的狀態，並應以署長滿意的方式運作豁免設施；且
- (iii) 豁免設施應僅供在該地段上已建或擬建的住宅大廈的居民及其真正訪客使用，其他人等不可使用。
- (d) 若該地段被發展為單戶住宅，則本特別批地條款子條款(b)條和(c)條將不適用。署長針對該地段是否發展用作單戶住宅的決定為最終決定，並對買方具有約束力。”

9. 批地文件的特別批地條款第 (9) 條規定：

“未經署長事先書面同意，不可移除或干預任何現於該地段或毗連地段生長的樹木，而署長給予同意時可附加其視為恰當的移植、補償園景工程或再植條件。”

10. 批地文件的特別批地條款第 (10) 條規定：

- “(a) 買方應自費向署長提交一份園景設計總圖供署長審批，圖中應標明預計將於該地段內提供的符合本特別批地條款子條款(b)條要求的景觀綠化工程的位置、安排及佈局。在署長針對總景觀設計圖作出書面批准並且在有需要的情況下針對批地文件特別批地條款第(9)條項下的樹木保育提案給予同意之前，不得在該地段或其任何部分上展開地盤平整工程。
- (b) (i) 園景設計總圖應按1：500或更大比例尺顯示，並應涵蓋相關園景設計提案資訊，包括對現有樹木的調查和處理、地盤佈局和平整面水平高度、建築發展概念形式、園景建築及種植花木區域的示意圖及署長可能要求的其他資料。
- (ii) 樹木、灌木或其他植物種植面積不得少於該地段面積的30%。
- (iii) 在本特別批地條款第(b)(ii)條所提及的30%的地段面積中至少有50%的面積（以下簡稱“綠化區域”）應設在由署長全權酌情決定的位置或高度，以確保行人可見綠化區域或進入該地段的任何人士可進入綠化區域。
- (iv) 署長針對買方提案的景觀綠化工程是否構成本特別批地條款子條款(b)(ii)條所提及的30%的地段面積的決定為最終決定，並對買方具約束力。
- (v) 署長可全權酌情接受以買方提出的其他非種植景觀方案作為種植樹木、灌木或其他植物的替代方案。
- (c) 買方應自費根據經批准的園景設計總圖以在各個方面令署長滿意的方式對該地段進行景觀綠化，未經署長事先書面同意，不得對已獲批的總景觀設計圖作出修訂、變更、更改、改變或替換。
- (d) 買方其後應自費以令署長滿意的方式保持並維持園景工程處於安全、清潔、整齊、整潔及健康的狀態。
- (e) 根據本特別批地條款進行景觀綠化的區域應被認定為並構成批地文件特別批地條款第(16)(a)(v)條中所提及的公用地方的一部分。
- (f) 若該地段被發展為單戶住宅，則本特別批地條款子條款(b)(iii)條和(e)條將不適用。署長針對該地段是否發展用作單戶住宅的決定為最終決定，並對買方具有約束力。”

11. 批地文件的特別批地條款第 (11) 條規定：

“(a) 在符合以下條款的前提下，可在地段內為保安及/或管理員提供辦公處所：

- (i) 該等辦公處所應當由署長認為對在該地段上已建或擬建的一幢或多幢建築物的安全、保安及有序管理而言必要的處所；
- (ii) 該等處所不得用作為完全受僱於該地段的必要保安及/或管理員提供辦公處所以外的任何其他用途；及
- (iii) 該等處所的位置應事先獲得署長的書面批准。
- 就本(a)條而言，任何辦公處所均不得處於該地段上任何計劃或適於用作單戶住宅的建築物內。署長針對一幢建築物是否構成或計劃用作單戶住宅作出的決定為最終決定，並對買方具有約束力。
- (b) (i) 就計算批地文件的特別批地條款第(5)(c)條規定的總建築面積而言，受限於批地文件的特別批地條款第(38)(d)條規定，根據本特別批地條款(a)條在該地段內提供的面積不超過以下(I)和(II)項中較小面積的辦公處所不應納入計算範圍：
- (I) 在該地段上已建或擬建的一幢或多幢建築物的總建築面積的0.2%；
- (II) 在該地段上已建或擬建的每50個住宅單位或其部分單位，給予5平方米的面積，或在該地段上已建或擬建的每一幢住宅大廈，給予5平方米的面積，以能提供該等處所較大建築面積的計算方式為限，或署長以書面形式批准的更大建築面積。
- 任何超過上述(I)或(II)項中的較小面積的建築面積應納入計算範圍。
- (ii) 在計算本特別批地條款(b)(i)(I)條所提及的在該地段上已建或擬建的一幢或多幢建築物的總建築面積時，根據批地條款在該地段上已建或擬建的一幢或多幢建築物的總建築面積計算過程中未被納入的樓面面積不應納入計算範圍，且署長關於該等計算範圍的決定為最終決定，並對買方具有約束力。
- (iii) 就本特別批地條款(b)(i)(II)條而言，擬用作單戶住宅的獨立式、半獨立式或聯排房屋應被視為一個住宅單位，而非一幢住宅大廈。署長關於每一該等房屋是否構成獨立式、半獨立式或聯排房屋以及每座房屋是否計劃用作單戶住宅的決定為最終決定，並對買方具有約束力。
- (c) 根據本特別批地條款(a)條在該地段內提供的辦公處所應被認定為並構成批地文件特別批地條款第(16)(a)(v)條所提及的公用地方的一部分。
- (d) 若該地段被發展用作單戶住宅，則本特別批地條款(b)條和(c)條將不適用。署長針對該地段是否發展用作單戶住宅的決定為最終決定，並對買方具有約束力。”

12. 批地文件的特別批地條款第 (12) 條規定：

- “(a) 在符合以下條款的前提下，可在該地段內為保安和/或管理員提供宿舍：
- (i) 該宿舍應位於在該地段上建造的其中一幢住宅大廈內或署長以書面形式批准的其他位置；且
- (ii) 該宿舍不得用作為完全受雇於該地段內的必要保安和/或管理員提供住宿以外的任何其他用途。
- 就本(a)條而言，任何宿舍不得建於本地段上任何計劃或適於用作單戶住宅的建築物內。署長針對某一建築物是否構成或計劃用作單戶住宅的決定為最終決定，並對買方具有約束力。
- (b) 就計算批地文件特別批地條款第(5)(c)條中規定的總建築面積而言，根據本特別批地條款(a)條規定在該地段內提供的、總建築面積不超過25平方米的宿舍不應納入計算範圍。任何超過25平方米的建築面積均應納入計算範圍。
- (c) 根據本特別批地條款(a)條規定在該地段內為保安和/或管理員提供的宿舍應被認定為並構成批地文件特別批地條款(16)(a)(v)條所提及的公用地方的一部分。
- (d) 若該地段被發展用作單戶住宅，則本特別批地條款(b)條和(c)條將不適用。署長針對該地段是否發展用作單戶住宅的決定為最終決定，並對買方具有約束力。”

13. 批地文件的特別批地條款第 (13) 條規定：

- “(a) 在該地段內可為業主立法法團或業主委員會提供一間辦公室以供其使用，但是：
- (i) 除為該地段及在該地段上已建或擬建的建築物而成立或即將成立的業主立法法團或業主委員會提供召開會議及處理行政工作場地外，該辦公室不得用作其他用途；且
- (ii) 任何該等辦公室的位置應事先獲得署長的書面批准。
- (b) 就計算批地文件特別批地條款第(5)(c)條中規定的總建築面積而言，受限於批地文件特別批地條款第(38)(d)條規定，根據本特別批地條款(a)條在該地段內提供的、面積不超過20平方米的辦公室不應納入計算範圍。任何超過20平方米的建築面積均應納入計算範圍。
- (c) 根據本特別批地條款(a)條在該地段內提供的辦公室應被認定為並構成批地文件特別批地條款第(16)(a)(v)條中所提及的公用地方的一部分。
- (d) 若該地段被發展用作單戶住宅，則本特別批地條款(a)、(b)和(c)條將不適用。署長針對該地段是否被發展用作單戶住宅的決定為最終決定，並對買方具有約束力。”

SUMMARY OF LAND GRANT
批地文件的摘要

14. 批地文件的特別批地條款第（19）條規定：

- “(a) (i) 在本地段內應以令署長滿意的方式為屬於在該地段上已建或擬建的一幢或多幢建築物內的居民或其真正賓客、訪客或受邀者根據《道路交通條例》及在該條例下訂立的任何規例和任何修訂法例獲發牌照的汽車提供停車位（以下簡稱“住宅停車位”），其比率如下：
- (I) 若在該地段內提供一幢或多幢住宅大廈（不包括計劃用作單戶住宅的獨立式、半獨立式或聯排房屋），除非署長同意採用不同於下表所列的比率或數目，否則比率應參照下表所列的按在該地段上已建或擬建的住宅單位的相應大小予以計算：

每個住宅單位的面積	提供的住宅停車位數目
少於40平方米	每13.3個住宅單位或其部分提供1個停車位
不少於40平方米但少於70平方米	每8個住宅單位或其部分提供1個停車位
不少於70平方米但少於100平方米	每3.2個住宅單位或其部分提供1個停車位
不少於100平方米但少於160平方米	每1.6個住宅單位或其部分提供1個停車位
不少於160平方米	每1個住宅單位提供1個停車位

- (II) 若在該地段內提供一座或多座計劃用作單戶住宅的獨立式、半獨立式或聯排房屋，則其比率如下：
- (A) 每座建築面積少於160平方米的獨立房屋提供一個停車位，而每座建築面積不少於160平方米但少於220平方米的獨立房屋提供1.5個停車位，但若根據本(a)(i)(II)(A)款所提供的停車位數為小數，則該數目應向上進位至下一整數；及
- (B) 每座建築面積不少於220平方米的獨立房屋提供2個停車位。
- 就本第(a)(i)條而言，署長針對建築物是否構成獨立式、半獨立式或聯排房屋的決定以及每座該等房屋是否構成或計劃用作單戶住宅的決定為最終決定，並對買方具有約束力。
- (ii) 就本特別批地條款第(a)(i)(I)條而言，所提供的停車位總數應為參照本特別批地條款第(a)(i)(I)條表格中所列的每一住宅單位的各自面積大小計算所得的相應停車位的總數。就批地條款而言，“每個住宅單位面積大小”一詞，其建築面積指為下列(I)及(II)項之和：
- (I) 一個住宅單位只供該單位住戶獨有使用及享用之建築面積，須由該單位之包圍外牆或護牆外側圍起量度。但若包圍外牆分開兩個毗連單位，在這情況下須由外牆之中間部份起量度，並包括該單位之內部間隔及支柱，但為免生疑問，應排除該單位內的所有未被納入由批地文件的特別批地條款第(5)(c)條所規定的建築面積的樓面面積部分；及
- (II) 住宅單位按比例分攤的住宅公用地方（如下文所定義）建築面積，在該等計算中，住宅公用地方的總建築面積包括在住宅單位圍牆外供該地段上已建或擬建的一幢或多幢建築物的住戶所公用並共用的住宅單位公用地方，但為免生疑問，不包括未納入由批地文件的特別批地條款第(5)(c)條中規定的建築面積（該住宅單位公用地方以下簡稱“住宅公用地方”）的所有樓面面積，並應按以下公式分攤予住宅單位：

$$\text{住宅公用地方之總建築面積} \times \frac{\text{根據本特別批地條款第(a)(ii)(I)條計算所得的每個住宅單位的建築面積}}{\text{根據本特別批地條款第(a)(ii)(I)條計算所得的所有住宅單位的總建築面積}}$$

- (iii) 針對在該地段上已建或擬建的一幢或多幢建築物內的住戶的真正賓客、訪客或受邀者根據《道路交通條例》及在該條例項下訂立的任何規例和任何修訂法例獲發牌照的汽車，應至少提供兩個額外停車位，停車位比率如下：
- (I) 該地段上任何已建或擬建的住宅大廈擁有超過75個住宅單位的，每一該等住宅大廈配有一個停車位；或
- (II) 按署長批准的其他比率計算。
- 就本(a)(iii)條而言，一座計劃用作單戶住宅的獨立式、半獨立式或聯排房屋不應視為一幢住宅大廈或一個住宅單位。署長針對建築物是否構成獨立式、半獨立式或聯排房屋的決定以及針對每座該等房屋是否構成或計劃用作單戶住宅的決定為最終決定，並對買方具有約束力。
- (iv) 根據本特別批地條款第(a)(i)(I)條、(a)(iii)條（可能會根據批地文件的特別批地條款第(21)條有所變更）及(a)(i)(II)條提供的停車位不得用作本特別批地條款(a)(i)條和(a)(iii)條中分別規定的用途以外

的任何其他用途，尤其不得用於存放、陳列或展示車輛作出售或其他用途，亦不得用於提供汽車清潔和美容服務。

- (b) (i) 從根據本特別批地條款第(a)(i)(I)款、第(a)(iii)條（根據批地文件的特別批地條款第(21)條可能有所變更）及第(a)(i)(II)條所提供的停車位中，買方應按屋宇署要求並批准的數目為《道路交通條例》及根據該條例訂立的任何規例和修訂法例中所界定的傷殘人士預留並劃定停車位（該等預留並劃定停車位以下簡稱“傷殘人士停車位”），但從根據本特別批地條款(a)(iii)條（可能會根據批地文件特別批地條款第(21)條規定發生變更）提供的停車位中，至少應預留並劃定一個傷殘人士停車位，而買方不得將所有根據本特別批地條款第(a)(iii)條（可能會根據批地文件特別批地條款第(21)條規定發生變更）提供的車位預留或劃定為傷殘人士停車位。
- (ii) 傷殘人士停車位除供《道路交通條例》、及根據該條例訂立的任何規例和修訂法例界定為傷殘人士車輛並且是屬於現已或將會建於該地段一座或多座建築物的住客及其真正賓客、訪客或被邀請使用者的車輛停泊外，不可作任何其他用途，該等停車位尤其不得用於存放、陳列或展示車輛作出售或其他用途，亦不得用於提供汽車清潔和美容服務。
- (c) (i) 在本地段內應以令署長滿意的方式為屬於在該地段上已建或擬建的一幢或多幢建築物內的住戶及其真正賓客、訪客或受邀者的，根據《道路交通條例》及根據該條例訂立的任何規例和任何修訂法例獲發牌照的電單車提供停車位（以下簡稱“電單車停車位”），其比率應為本特別批地條款第(a)(i)(I)條和第(a)(iii)條下（可能根據批地文件特別批地條款第(21)條規定作出變更）所需提供的停車位總數目的10%，除非署長同意按照另一比率計算。若即將提供的停車位數目為小數，則應進位至下一整數。
- (ii) 電單車停車位（可能根據批地文件特別批地條款第(21)條作出變更）不得用於本特別批地條款第(c)(i)條中所列用途以外的任何其他用途，該等停車位尤其不得用於存放、陳列或展示車輛作出售或其他用途，亦不得用於提供汽車清潔和美容服務。
- (d) (i) 除傷殘人士停車位外，根據本特別批地條款第(a)(i)(I)條、第(a)(iii)條（可能根據批地文件特別批地條款第(21)條作出變更）及第(a)(i)(II)條提供的每個停車位尺寸應為2.5米寬、5.0米長、且最低淨空高度為2.4米。
- (ii) 所有傷殘人士停車位的尺寸應按照屋宇署的要求和批准執行。
- (iii) 所有電單車停車位（可能根據批地文件特別批地條款第(21)條作出變更）應為1.0米寬、2.5米長，且其最低淨空高度應為2.4米或署長可能批准的其他最低淨空高度。”

15. 批地文件的特別批地條款第（20）條規定：

- “(a) 在本地段內應以令署長滿意的方式，按照在該地段上已建或擬建的一幢或多幢建築物內的每800個住宅單位或其部分單位配備一個停車位的比率，或署長批准的其他比率為貨車提供裝卸停車位，但該地段上已建或擬建的每一幢住宅大廈至少應配備一個貨車裝卸停車位，且該等貨車裝卸停車位應設於每一住宅大廈的鄰近或內部位置。就本第(a)條而言，一座計劃用作單戶住宅的獨立式、半獨立式或聯排房屋不應視為一幢住宅大廈或一個住宅單位。署長針對每座該等房屋是否構成或計劃用作單戶住宅的決定為最終決定，並對買方具有約束力。
- (b) 根據本特別批地條款(a)條提供的每個停車位均應為3.5米寬、11.0米長，且其最低淨空高度應為4.7米。該等停車位除供該地段的一座或多座建築物的相關的貨車上落貨外，不得作任何其他用途。”

16. 批地文件的特別批地條款第（28）條規定：

- “(a) 如該地段內或任何政府土地現時或以往曾經配合或因應該地段或其任何部份的形成平整或發展事宜，或因其他買方須按批地條款或其他目的要進行的工程進行削土、移土或土地後移工程，或建造或填土工程，或任何性質的斜坡處理工程，不論事前是否獲署長書面同意，買方亦須於當時或嗣後任何時間，按需要自費進行及建造斜坡處理工程、護土牆或其他支撐結構、防護結構、排水、輔助或其他工程，以保護和支撐該地段內的土地及任何毗連或毗鄰政府土地或已批租土地，同時避免及防止其後發生任何崩塌、山泥傾瀉或地陷。買方應在本文協定的整個批地年期內自費維修上述土地、斜坡處理工程、護土牆或其他支撐結構、防護結構、排水、輔助工程或其他工程，以保持其維修充足及狀態良好達至署長滿意程度。
- (b) 本特別批地條款(a)條中的任何內容均不損害政府在批地條款項下的權利，特別是批地文件特別批地條款第(27)條中規定的政府權利。
- (c) 若因買方執行的任何開拓、平整、發展或其他工程、或由於任何其他原因而在任何時候造成或引起崩塌、山泥傾瀉或地陷，不論發生在或來自該地段內的任何土地或與之毗鄰或鄰近的任何政府土地或批租土地，買方均應自費以令署長滿意的方式將該等土地復原並予以妥善修護，並應就因上述崩塌、山泥傾瀉或地陷而致使政府、其代理人及承辦商所承受、遭受或產生的一切費用、收費、損害、要求及

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索賠作出彌償。

- (d) 除了批地文件訂明就任何違反其條款而有的權利或濟助外，署長有權向買方發出書面通知，要求其展開、修建並維護上述土地、斜坡處理工程、護土牆或其他支撐物、防護結構、排水、輔助工程或其他工程，或要求其對任何崩塌、山泥傾瀉或地陷進行復原及妥善修護。若買方因疏忽或未能在通知中規定的時間內以令署長滿意的方式滿足通知中的要求，署長可立即執行並展開任何必要工程，而買方應在接獲政府通知時向其償還由此產生的費用、及相應的行政或專業費用和開支。”

17. 批地文件的特別批地條款第 (30) 條規定：

“若該地段的發展或重建項目或其任何部分已安裝預應力地錨，買方應自費以令署長滿意的方式在整個預應力地錨使用期限內對其進行定期保養和檢查，並在署長不時全權酌情要求時向其提供關於上述檢查工作的報告和資料。若買方疏忽或未能執行上述檢查工作，署長可即時執行並展開上述檢查工作，而買方應在接獲政府要求時向政府償還由此產生的費用。”

18. 批地文件的特別批地條款第 (31) 條規定：

- “(a) 若來自該地段或受該地段上的任何發展項目影響的其他區域的泥土、泥石、碎石、建築廢物或建材（以下簡稱“廢物”）被侵蝕、沖流、傾倒在公眾車道或道路上、或在路旁暗渠、前濱、海床、污水管、雨水渠、溝渠或其他政府財產（以下簡稱“政府財產”）之內或之上，買方應自費從政府財產中清理廢物並對政府財產的任何損毀予以妥善修復。買方應就因該等侵蝕、沖流或傾倒導致私人財產遭受的任何損害或滋擾而產生的所有訴訟、索賠及要求須向政府作出彌償。
- (b) 儘管有本特別批地條款第(a)條規定，署長可（但並非必須）應買方要求，從政府財產中清理廢物並對政府財產的任何損毀予以妥善修復，而買方應在接獲政府要求時向其支付相關費用。”

19. 批地文件的特別批地條款第 (32) 條規定：

- “(a) 買方應自費以令署長滿意的方式在批地文件所附圖則上的綠色間黑斜線範圍（以下簡稱“綠色間黑斜線範圍”）展開並完成署長依其絕對酌情權決定可能要求的岩土工程勘察、斜坡處理、山泥傾瀉預防、緩解及補救工程，並應在批地文件約定的整個租期內自費以令署長滿意的方式維護綠色間黑斜線範圍，令該區域處於良好且修護妥善的狀態，包括執行各項土地、斜坡處理工程、擋土牆結構、排水及任何其他工程。若在批地文件約定批租年期內的任何時間綠色間黑斜線範圍發生任何山泥傾瀉、地陷或崩塌，買方應自費以令署長滿意的方式對該等區域連同署長（署長的決定為最終決定，並對買方具有約束力）認為的受到影響的任何毗鄰或鄰近區域的土地進行復原並予以妥善修護。買方應就因上述山泥傾瀉、地陷或崩塌而致使政府、其代理人及承辦商所遭受的一切索賠、訴訟、開支、損害和費用作出彌償。買方應始終確保在綠色間黑斜線範圍沒有非法挖掘或傾倒，而經署長事先書面批准，買方可架設圍欄或其他障礙以防止該等非法挖掘或傾倒行為。除了批地文件訂明就任何違反其條款而有的權利或濟助外，署長可在任何時候向買方發出書面通知，要求其展開該等岩土工程勘察、斜坡處理、山泥傾瀉預防、緩解或救濟工程，並對受到該等山泥傾瀉、地陷或崩塌影響的任何土地、構築物或工程進行維護、復原和妥善修復。若買方因疏忽或未能在通知中規定的時間內以令署長滿意的方式滿足通知中的要求，署長可在該等期限屆滿後立即執行並展開任何必要工程，而買方應在接獲政府要求後即時向其償還由此產生的費用。
- (b) 儘管有本特別批地條款第(a)條規定，買方在本特別批地條款項下對綠色間黑斜線範圍或其任何部分所負有的義務及權利，在政府向其發出相應通知時絕對終止，買方不得就因終止而蒙受的損失、損害或干擾或由此產生的任何費用向政府、署長或其授權的政府人員索償。但是，該終止不應影響政府對任何先前違反、不履行或不遵守本特別批地條款第(a)條的行為行使任何權利或採取任何救濟措施。”

20. 批地文件的特別批地條款第 (33) 條規定：

“買方應始終採取或促使他人採取一切充足適當的謹慎、技巧和預防措施，特別是在其展開建造、維修、更新或修理工作期間（以下簡稱“工程”），以避免對位於或貫穿該地段或其任何部分、或綠色間黑斜線範圍、或同時在該地段或其任何部分及綠色間黑斜線範圍，或上述地方上方、下方或附近安裝或運行的任何政府或其他現有排水渠、水路或水道、水管、道路、行人徑、街道設施、下水道、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置（以下簡稱“服務”）造成任何損壞、干擾或阻礙。買方在展開任何工程之前，應進行或安排進行必要的調查和查詢，以確定服務的現時位置和水平位置，並應以書面形式向署長提交針對可能會受到工程影響的任何服務而提出的處理方案，以供署長全面審批，在署長就工程及上述方案作出書面批准之前，不得以任何方式展開任何工作。買方應遵守並自費滿足署長在給予上述批准

時在服務方面施加的要求，包括支付任何必要的改造、重鋪或復原費用。買方應自費以令署長滿意的方式對在該地段或其任何部分、或綠色間黑斜線範圍、或該地段或其任何部分及綠色間黑斜線範圍或任何服務中因工程以任何方式引起的任何損壞、干擾或阻礙進行全面維修、保養和復原，（若牽涉明渠、下水道、雨水渠或水管，除非署長另行選擇，否則修繕事宜應由署長展開，而買方應在接獲政府要求時向政府支付該等工程的相應費用）。若買方未能以令署長滿意的方式對該地段或綠色間黑斜線範圍、或該地段或其任何部分及綠色間黑斜線範圍或其任何部分、或任何服務執行任何該等必要的改造、重鋪、修補、修繕和復原，則署長可展開其認為必要的任何該等改造、重鋪、修補、修繕或復原，而買方應在接獲政府要求時向政府支付該等工程費用。”

21. 批地文件的特別批地條款第 (34) 條規定：

- “(a) 買方應自費以令署長滿意的方式建造並維護署長認為必要的，在該地段邊界內或政府土地上的排水渠及管道，以便將落入或流入該地段的所有暴雨或雨水截斷並引流至最近的河道、集水井、管道或政府雨水渠。買方應自行承擔因上述暴雨或雨水造成的任何損壞或滋擾而引起的所有訴訟、索賠和索償，並就此向政府及其人員作出彌償。
- (b) 在鋪設及調試該地段的任何排水渠和下水道後，將其連接至政府雨水渠和下水道的工程可由署長執行，但署長無須就此產生的任何損失或損害向買方負責，而買方在接獲政府要求時應向政府支付上述連接工程的相關費用。該等連接工程亦可由買方自費以令署長滿意的方式予以執行，在此等情況下，任何在政府土地內的連接工程部分應由買方自費進行維護，並在政府要求時由買方交還給政府，此後的維護工作由政府自費負責，買方應在接獲政府要求後向政府支付有關上述連接工程的技術核查費用。若買方未能維護上述連接工程中在政府土地上所興建的任何一段工程，署長可展開其認為必要的維護工程，而買方應在接獲要求時應向政府支付該等工程的相關費用。”

22. 批地文件的特別批地條款第 (35) 條規定：

- “(a) 除非事先得到署長的書面同意，否則除圍牆及/或圍欄外，不得在批地文件所附圖則上分別以粉紅間黑斜線及粉紅間黑斜線加黑點顯示的範圍（以粉紅間黑斜線加黑點顯示的範圍以下簡稱“粉紅間黑斜線加黑點範圍區域”）搭建或建造任何建築物、構築物或其支撐物。
- (b) 在不損害本特別批地條款第(a)條下的政府權利的情況下，買方可在獲得署長就圍牆及/或圍欄的位置、設計和佈局給予的事先書面同意後，在粉紅間黑斜線加黑點範圍內搭建或建造圍牆及/或圍欄。”

23. 批地文件的特別批地條款第 (36) 條規定：

- “(a) 買方知悉，在本協議生效日，粉紅間黑斜線加黑點範圍附近設有用於支撐毗鄰的麗坪路的護土牆、結構或構築物（該護土牆、結構或構築物以下統稱“護土牆”）
- (b) 買方應始終採取或促使他人採取一切適當和充分的謹慎、技巧和預防措施，特別是在粉紅間黑斜線加黑點範圍中、其上方、下方、內部或區內展開任何工程期間（以下簡稱被稱為“上述工程”），以避免對護土牆造成任何損壞、干擾或妨礙。買方應自費，在署長規定的時限內，以令署長滿意的方式就因上述工程而對護土牆造成的任何損壞、干擾或妨礙進行全面修復、修繕和復原。買方應在展開上述工程前，自費採取署長可能要求的預防行動及措施，以確保護牆不會受到損壞、干擾或妨礙。
- (c) 就本特別批地條款而言，署長針對護土牆的構成部分作出的決定為最終決定，並對買方具有約束力。
- (d) 買方應在批地文件約定的整個批地年期內，授予政府、署長及其人員、承辦商、代理人及上述人士授權的任何人士及其工人為檢查、修理或維護護土牆或執行署長認為必要的任何護土牆相關工程，在任何合理時間內進出及再次進入粉紅間黑斜線加黑點範圍的權利，無論上述人士有否攜帶工具、儀器、設備、機械或車輛。
- (e) 政府、署長及其人員、承辦商、代理人及上述人士授權的任何人士及其工人就因其行使本特別批地條款第(d)條下向其賦予的權利而對買方造成或令其遭受的任何損失、損害、滋擾或干擾無需承擔任何責任，買方不得就任何該等損失、損害、滋擾或干擾向上述人士提出任何索賠。”

24. 批地文件的特別批地條款第 (39) 條規定：

“不得在該地段搭建或放置任何墳墓或骨灰龕，亦不得在該地段內或該地段之上安葬或存放任何人類骸骨或動物骸骨，無論是否安葬或存放在陶罐、骨灰甕或其他器皿內。”

備註：如需了解完整詳細資訊，請參閱批地文件，其文本存放在售樓處在開放時間內供免費查閱，並可在支付所需影印費後取得其複印本。

WARNING TO PURCHASERS
對買方的警告

1. The purchaser is 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.
2. 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.
3. 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; and
4. In the case of paragraph 3.(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

1. 現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。
2. 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。
3. 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
4. 如屬上述(3)(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

GOVERNMENT RENT
地稅

The Owner is liable for the Government Rent payable for the specified parking space from the date of the Land Grant up to and including the date of the Assignment of that parking space.

擁有人有法律責任繳付停車位由批地文件之日期起計直至及包括該停車位之轉讓契日期之地稅。

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。

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。

MAINTENANCE OF SLOPES

斜坡維修

1. The Land Grant requires the owners of the residential properties in the Development to maintain slope at their own cost. The relevant provisions are as follows :-

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

(b) “(a) The Purchaser shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the area shown coloured green hatched black on the plan annexed hereto (hereinafter referred to as “the Green Hatched Black Area”) as the Director in his absolute discretion may require and shall, at all times during the term hereby agreed to be granted, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area at any time during the term hereby agreed to be granted, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Purchaser), have also been affected. The Purchaser shall indemnify the Government, its agents and contractors against all claims, proceedings, costs, damages and expenses whatsoever incurred by reason of such landslip, subsidence or falling away. The Purchaser shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Purchaser may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of these Conditions, the Director may at any time by notice in writing call upon the Purchaser to carry out such geotechnical investigations, slope treatment, landslip preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Purchaser shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Purchaser shall on demand repay to the Government the cost thereof.

(b) Notwithstanding sub-clause (a) of this Special Condition, the obligations and rights of the Purchaser in respect of the Green Hatched Black Area or any part thereof under this Special Condition shall absolutely determine upon the Government giving to the Purchaser notice to that effect, and no claim whatsoever shall be made against the Government or the Director or his or their duly authorized officers by the Purchaser in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clause (a) of this Special Condition.”

2. Each of the owners is obliged to contribute towards the costs of the maintenance work referred to above (hereinafter referred to as “such maintenance work”).

3. The Slopes and retaining walls plan below shows the slope and any retaining wall or related structures constructed, or to be constructed, within or outside the land on which the development is situated which the owners shall maintain at their own costs.

4. Under the deed of mutual covenant, the manager of the Development has the owners’ authority to carry out such maintenance work.

1. 批地文件規定，發展項目中的住宅物業的擁有人須自費維修斜坡，相關條文如下：

(a) 如該地段內或任何政府土地現時或以往曾經配合或因應該地段或其任何部份的形成平整或發展事宜，或因其他買方須按批地條款或其他目的要進行的工程進行削土、移土或土地後移工程，或建造或填土工程，或任何性質的斜坡處理工程，不論事前是否獲署長書面同意，買方亦須於當時或嗣後任何時間，按需要自費進行及建造斜坡處理工程、護土牆或其他支撐結構、防護結構、排水、輔助或其他工程，以保護和支撐該地段內的土地及任何毗連或毗鄰政府土地或已批租土地，同時避免及防止其後發生任何崩塌、山泥傾瀉或地陷。買方應在本文協定的整個批地年期內自費維修上述土地、斜坡處理工程、護土牆或其他支撐結構、防護結構、排水、輔助工程或其他工程，以保持其維修充足及狀態良好達至署長滿意程度。

(b) “(a) 買方應自費以令署長滿意的方式在批地文件所附圖則上的綠色間黑斜線範圍（以下簡稱“綠色間黑斜線範圍”）展開並完成署長依其絕對酌情權決定可能要求的岩土工程勘察、斜坡處理、山泥傾瀉預防、緩解及補救工程，並應在批地文件約定的整個租期內自費以令署長滿意的方式維護綠色間黑斜線範圍，令該區域處於良好且修護妥善的狀態，包括執行各項土地、斜坡處理工程、擋土牆結構、排水及任何其他工程。若在批地文件約定批租年期內的任何時間綠色間黑斜線範圍發生任何山泥傾瀉、地陷或崩塌，買方應自費以令署長滿意的方式對該等區域連同署長（署長的決定為最終決定，並對買方具有約束力）認為的受到影響的任何毗鄰或鄰近區域的土地進行復原並予以妥善修護。買方應就因上述山泥傾瀉、地陷或崩塌而致使政府、其代理人及承辦商所遭受的一切索賠、訴訟、開支、損害和費用作出彌償。買方應始終確保在綠色間黑斜線範圍沒有非法挖掘或傾倒，而經署長事先書面批准，買方可架設圍欄或其他障礙以防止該等非法挖掘或傾卸行為。除了批地文件訂明就任何違反其條款而有的權利或濟助外，署長可在任何時候向買方發出書面通知，要求其展開該等岩土工程勘察、斜坡處理、山泥傾瀉預防、緩解或救濟工程，並對受到該等山泥傾瀉、地陷或崩塌影響的任何土地、構築物或工程進行維護、復原和妥善修復。若買方因疏忽或未能在通知中規定的時間內以令署長滿意的方式滿足通知中的要求，署長可在該等期限屆滿後立即執行並展開任何必要工程，而買方應在接獲政府要求後即時向其償還由此產生的費用。

(b) 儘管有本特別批地條款第(a)條規定，買方在本特別批地條款項下對綠色間黑斜線範圍或其任何部分所負有的義務及權利，在政府向其發出相應通知時絕對終止，買方不得就因終止而蒙受的損失、損害或干擾或由此產生的任何費用向政府、署長或其授權的政府人員索償。但是，該終止不應影響政府對任何先前違反、不履行或不遵守本特別批地條款第(a)條的行為行使任何權利或採取任何救濟措施。”

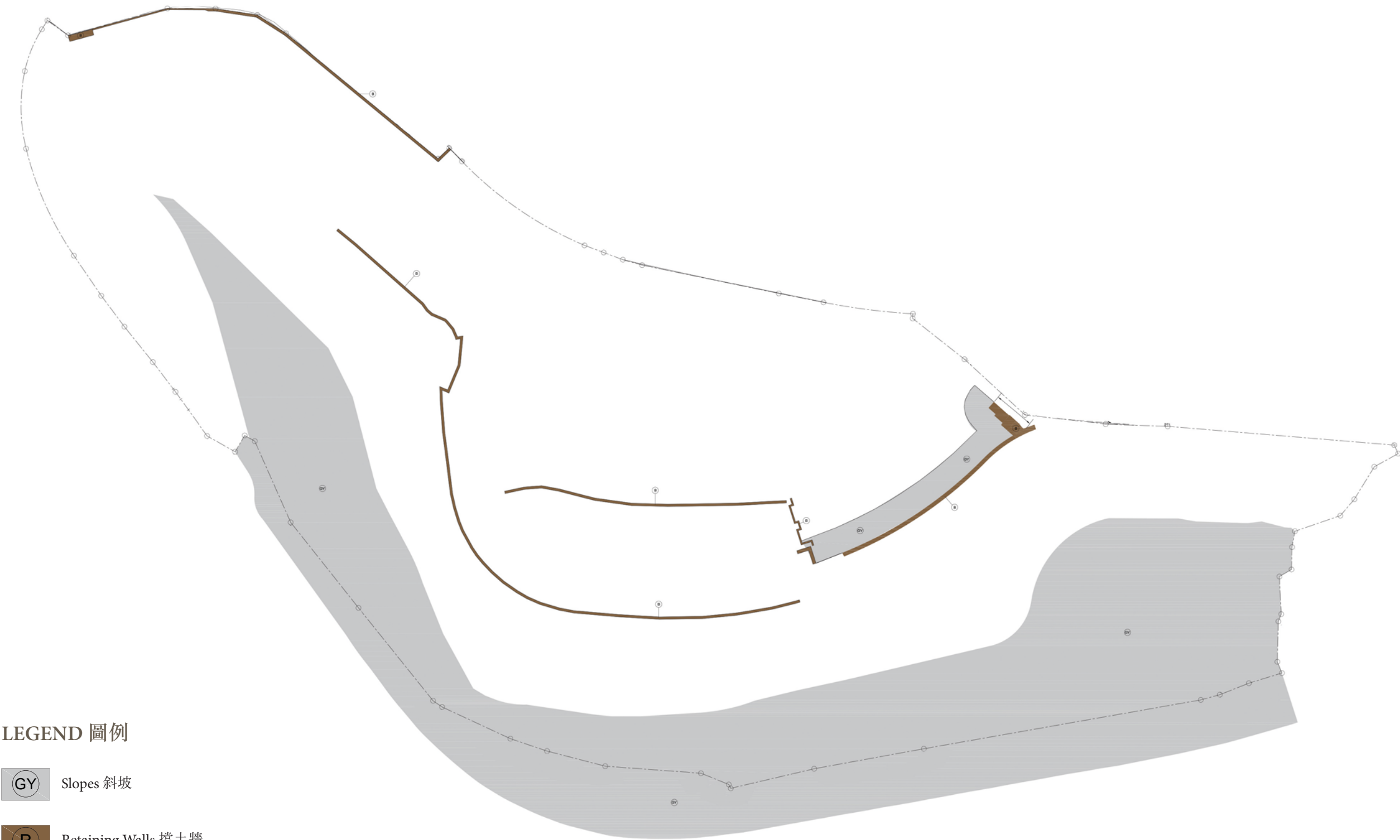
2. 每名擁有人均須分擔上述的維修工程（以下簡稱「該等維修工程」）的費用。

3. 以下斜坡及擋土牆位置平面圖顯示該斜坡及已經或將會在該項目所位於的土地之內或之外建造的任何護土牆或有關構築物。

4. 根據公契，發展項目的管理人獲擁有人授權進行該等維修工程。

MAINTENANCE OF SLOPES
斜坡維修

Slopes and retaining walls plan
斜坡及擋土牆位置平面圖



LEGEND 圖例

- GY Slopes 斜坡
- B Retaining Walls 擋土牆

SCALE 比例尺 0 10 20m (米)



ADDITIONAL INFORMATION

附加資料

1. The purchaser is required to agree with the Vendor in the Agreement for Sale and Purchase (“ASP”) to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the Parking Space specified in the ASP, sub-sell that Parking Space or transfer the benefit of the ASP of that Parking Space in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
 2. If the Vendor, at the request of the purchaser under an ASP, agrees (at its own discretion) to cancel the ASP or the obligations of the purchaser under the ASP, the Vendor is entitled to retain the sum of five percent (5%) of the total purchase price of the Parking Space specified in the ASP 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 ASP.
 3. The purchaser who has signed an ASP has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
 4. For information and requirements relating to the Green Hatched Black Area (as referred to in Special Condition No.(32) of the Government Grant), please refer to the “Summary of Land Grant” section of this Sales Brochure.
1. 買方須於正式買賣合約(「買賣合約」)中與賣方協議，除訂立按揭或押記外，在完成買賣及簽署轉讓契之前，買方不得提名任何人士接受買賣合約所指明的車位的轉讓契、轉售該車位、或以任何方式轉移該車位買賣合約的權益，或訂立任何作出上述提名、轉售或轉移權益的協議。
 2. 若賣方應買賣合約下買方要求同意(按賣方的酌情權決定)取消買賣合約或買賣合約下買方之責任，賣方有權保留相等於買賣合約所指明的車位總售價百份之五的款額。同時，買方亦須額外向賣方支付或補還(視屬何情況而定)全部就取消買賣合約有關之法律費用、收費及代墊付費用(包括任何印花稅)。
 3. 已簽署買賣合約之買方有權在其要求時獲取以下資料的最新紀錄印本、完成發展項目的總建築費用及總專業費用及截至該要求作出當月前之公曆月份完結時已支出和繳付之總建築費用及總專業費用，惟買方須每次要求支付不多於港幣100元的象徵式費用。
 4. 有關批地文件特別條款第(32)條提述的「綠色間黑斜線範圍」的資料及要求，請參閱本售樓說明書中「批地文件的摘要」一節。

EXAMINATION RECORD

檢視紀錄

Examination / Revision Date 檢視 / 修改日期	Revision Made (If no revisions is required, please state "no revision made") (如無須作出修改，請註明「並無作出修改」)		
	Page number in version with print date on 13 November 2019 2019年11月13日印製版本之頁次	Page number in revised version with examination date on 18 December 2019 2019年12月18日檢視版本之頁次	Revision Made 所作修改
18 December 2019 2019年12月18日	5 - 6	5 - 6	Relationship Between Parties Involved in the Development are updated. 有參與發展項目的各方的關係已更新。
	7 - 8	7 - 8	Floor Plans of Parking Spaces in the Development are updated. 發展項目中的停車位的樓面平面圖已更新。
24 April 2020 2020年4月24日	No revision made. 並無作出修改。		

