

FLEUR PAVILIA
柏蔚山

SALES BROCHURE
FOR PARKING SPACE
車位銷售說明書

FLEUR PAVILIA

柏蔚山

Information on the development 發展項目的資料

Name of the Development

FLEUR PAVILIA

Postal Address of the Development as confirmed with the Commissioner of Rating and Valuation (Provisional)

1 Kai Yuen Street

Remark :

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

The Development is an uncompleted development

1. The estimated material date for the Development as provided by the authorized person for the Development is 30 September 2018.
2. The estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase.
3. Under the land grant, the consent of the Director of Lands is not required to be given for the sale and purchase. For the purpose of the agreement for sale and purchase, the development is deemed to be completed on the date on which an occupation permit for every building in the development is issued.

發展項目名稱

柏蔚山

經差餉物業估價署署長確定發展項目的郵寄地址(臨時)

繼園街1號

備註：

上述臨時門牌號數有待發展項目建成時確認。

本發展項目屬未落成發展項目

1. 由發展項目的認可人士提供該項目的預計關鍵日期為2018年9月30日。
2. 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。
3. 根據批地文件，進行該項買賣，不需獲地政總署署長同意。為買賣合約的目的，該項目當作在佔用許可證就該項目中的每幢建築物發出的日期落成。

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 Kent International Limited

Holding companies of the vendor

HING YING SERVICES LIMITED
GLOBAL TRINITY CHINA LIMITED
MAXLUCK OVERSEAS LTD

The person engaged by the vendor to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development (“JV Partner”)

Not applicable

Holding company of the JV Partner

Not applicable

Authorized person for the Development

Mr. Tang Kwok Wah Owen

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

Wong Tung & Partners Limited

Building contractor for the Development

Hip Seng Construction Company Limited

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

Kao, Lee & Yip

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

Not applicable

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

MAX MORAL LIMITED (The loan has been settled)
TRADE JET INVESTMENTS LIMITED (The loan has been settled)
CHEUNG HUNG DEVELOPMENT (HOLDINGS) LIMITED (The loan has been settled)
CHEERTOP INVESTMENTS LIMITED (The loan has been settled)
HING YING SERVICES LIMITED (The loan has been settled)
New World Finance Company Limited (The loan has been settled)
Chow Tai Fook Jewellery Group Limited (The loan has been settled)
GLOBAL TRINITY CHINA LIMITED
HOUSING FINANCE LIMITED

賣方

金鈞國際有限公司

賣方的控權公司

興益服務有限公司
鴻圖中國有限公司
MAXLUCK OVERSEAS LTD

賣方聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士(“合作伙伴”)

不適用

合作伙伴的控權公司

不適用

發展項目的認可人士

鄧國華先生

發展項目的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團

王董建築師事務有限公司

發展項目的承建商

協盛建築有限公司

就發展項目中的停車位的出售而代表賣方行事的律師事務所

高李葉律師行

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

不適用

已為發展項目的建造提供貸款的任何其他人

盛賢有限公司 (此貸款已結清)
丰捷投資有限公司 (此貸款已結清)
長虹發展(集團)有限公司 (此貸款已結清)
順達投資有限公司 (此貸款已結清)
興益服務有限公司 (此貸款已結清)
新世界金融有限公司 (此貸款已結清)
周大福珠寶集團有限公司 (此貸款已結清)
鴻圖中國有限公司
怡家財務有限公司

Relationship between parties involved in the development

有參與發展項目的各方的關係

(a)	The vendor or the JV Partner or a building contractor for the Development is an individual, and that vendor or JV Partner or contractor is an immediate family member of an authorized person for the Development 賣方或合作伙伴或有關發展項目的承建商屬個人，並屬該發展項目的認可人士的家人	Not Applicable 不適用
(b)	The vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that vendor or JV Partner or contractor is an immediate family member of such an authorized person 賣方或合作伙伴或該發展項目的承建商屬合夥，而該賣方或合作伙伴或承建商的合夥人屬上述認可人士的家人	Not Applicable 不適用
(c)	The vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary (company secretary) of that vendor or JV Partner or contractor (or a holding company of that vendor or JV Partner) is an immediate family member of such as authorized person 賣方或合作伙伴或該發展項目的承建商屬法團，而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書(公司秘書)屬上述認可人士的家人	No 否
(d)	The vendor or the JV Partner or a building contractor for the Development is an individual, and that vendor or JV Partner or contractor is an immediate family member of an associate of such an authorized person 賣方或合作伙伴或該發展項目的承建商屬個人，並屬上述認可人士的有聯繫人士的家人	Not Applicable 不適用
(e)	The vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that vendor or JV Partner or contractor is an immediate family member of an associate of such an authorized person 賣方或合作伙伴或該發展項目的承建商屬合夥，而該賣方或合作伙伴或承建商的合夥人屬上述認可人士的有聯繫人士的家人	Not Applicable 不適用
(f)	The vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary (company secretary) of that vendor or JV Partner or contractor (or a holding company of that vendor or JV Partner) is an immediate family member of an associate of such an authorized person 賣方或合作伙伴或該發展項目的承建商屬法團，而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書(公司秘書)屬上述認可人士的有聯繫人士的家人	No 否
(g)	The vendor or the JV Partner or a building contractor for the Development is an individual, and that vendor or JV Partner or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the vendor in relation to the sale of parking spaces in the Development 賣方或合作伙伴或該發展項目的承建商屬個人，並屬就該發展項目內的車位的出售代表賣方行事的律師事務所行事的經營人的家人	Not Applicable 不適用
(h)	The vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that vendor or JV Partner or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the vendor in relation to the sale of parking spaces in the Development 賣方或合作伙伴或該發展項目的承建商屬合夥，而該賣方或合作伙伴或承建商的合夥人屬就該發展項目內的車位的出售代表賣方行事的律師事務所行事的經營人的家人	Not Applicable 不適用
(i)	The vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary (company secretary) of that vendor or JV Partner or contractor (or a holding company of that vendor or JV Partner) is an immediate family member of a proprietor of such a firm of solicitors 賣方或合作伙伴或該發展項目的承建商屬法團，而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書(公司秘書)屬上述律師事務所的經營人的家人	No 否

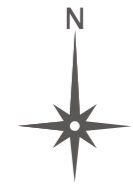
Relationship between parties involved in the development

有參與發展項目的各方的關係

(j)	The vendor, a holding company of the vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a private company, and an authorized person for the Development, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor, JV Partner, holding company or contractor 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或有關發展項目的承建商屬私人公司，而該發展項目的認可人士或該認可人士的有聯繫人士持有該賣方、合作伙伴或控權公司或承建商最少10%的已發行股份	No 否
(k)	The vendor, a holding company of the vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor, JV Partner, holding company or contractor 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或該發展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、合作伙伴、控權公司或承建商最少1%的已發行股份	No 否
(l)	The vendor, the JV Partner or a building contractor for the Development is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary (company secretary) of that vendor, JV Partner or contractor or of a holding company of that vendor or JV Partner 賣方、合作伙伴或該發展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、合作伙伴或承建商或該賣方或合作伙伴的控權公司的僱員、董事或秘書(公司秘書)	No 否
(m)	The vendor, the JV Partner or a building contractor for the Development is a partnership, and such an authorized person, or such an associate, is an employee of that vendor, JV Partner or contractor 賣方、合作伙伴或該發展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、合作伙伴或承建商的僱員	Not Applicable 不適用
(n)	The vendor, a holding company of the vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a private company, and a proprietor of a firm of solicitors acting for the vendor in relation to the sale of parking spaces in the Development holds at least 10% of the issued shares in that vendor, JV Partner, holding company or contractor 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或該發展項目的承建商屬私人公司，而就該發展項目中的車位的出售而代表賣方行事的律師事務所的經營人持有該賣方、合作伙伴、控權公司或承建商最少10%已發行股份	No 否
(o)	The vendor, a holding company of the vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, JV Partner, holding company or contractor 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或該發展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、合作伙伴、控權公司或承建商最少1%的已發行股份	No 否
(p)	The vendor, the JV Partner 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 (company secretary) of that vendor, JV Partner or contractor or of a holding company of that vendor or JV Partner 賣方、合作伙伴或該發展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、合作伙伴或承建商或該賣方或合作伙伴的控權公司的僱員、董事或秘書(公司秘書)	No 否
(q)	The vendor, the JV Partner 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, JV Partner or contractor 賣方、合作伙伴或該發展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、合作伙伴或承建商的僱員	Not Applicable 不適用
(r)	The vendor, the JV Partner or a building contractor for the Development is a corporation, and the corporation of which an authorized person for the Development is a director or employee in his or her professional capacity is an associate corporation of that vendor, JV Partner or contractor or of a holding company of that vendor or JV Partner 賣方、合作伙伴或該發展項目的承建商屬法團，而該發展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、合作伙伴或承建商或該賣方或該合作伙伴的控權公司的有聯繫法團	No 否
(s)	The vendor, the JV Partner or a building contractor for the Development is a corporation, and that contractor is an associate corporation of that vendor, JV Partner or of a holding company of that vendor or JV Partner 賣方、合作伙伴或該發展項目的承建商屬法團，而該承建商屬該賣方、合作伙伴或該賣方或該合作伙伴的控權公司的有聯繫法團	Yes 是

Floor plans of parking spaces in the development 發展項目中的停車位的樓面平面圖

Ground Floor 地下




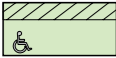

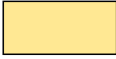
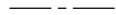
- Residential parking space
住宅停車位
- Visitors' parking space
訪客停車位
- Accessible (disabled)
visitors' parking space
暢通易達(傷健人士)訪客停車位
- Boundary Line of the Development
發展項目的界線

Scale 0 3 6 9 12 15M(米)
比例 0 3 6 9 12 15M(米)

Floor plans of parking spaces in the development 發展項目中的停車位的樓面平面圖

First Floor 1樓




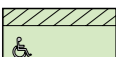


-  Residential parking space
住宅停車位
-  Accessible (disabled) residential parking space
暢通易達(傷健人士)住宅停車位
-  Loading and unloading space
上落貨停車位
-  Refuse collection vehicle parking space
垃圾車停車位
-  Boundary Line of the Development
發展項目的界線

Scale 比例 0 3 6 9 12 15M(米)

Floor plans of parking spaces in the development 發展項目中的停車位的樓面平面圖

Second Floor 2樓



-  Residential parking space
住宅停車位
-  Accessible (disabled) residential parking space
暢通易達(傷健人士)住宅停車位
-  Motor cycle parking space
電單車停車位
-  Boundary Line of the Development
發展項目的界線

Scale 比例 0 3 6 9 12 15M(米)

Floor plans of parking spaces in the development 發展項目中的停車位的樓面平面圖

Number, Dimensions and Areas of Parking Spaces 停車位的數目、尺寸及面積

Category of Parking Space 停車位類別	Number 數目			Parking Space Number 停車位編號	Dimensions (Length x Width)(m.) 尺寸(長x闊) (米)	Area of each Parking Space (sq.m.) 每個停車位面積(平方米)
	Ground Floor 地下	First Floor 1樓	Second Floor 2樓			
Residential parking space 住宅停車位	43	37	62	1 - 43 (G/F) 地下 1 - 27, 29 - 38 (1/F) 1樓 2 - 63 (2/F) 2樓	5 x 2.5	12.5
 Accessible (disabled) residential parking space 暢通易達(傷健人士)住宅停車位	—	1	1	28 (1/F) 1樓 1 (2/F) 2樓	5 x 3.5	17.5
Motor cycle parking space 電單車停車位	—	—	8	M1 - M8	2.4x1	2.4
Visitors' parking space 訪客停車位	2	—	—	V1 - V2	5 x 2.5	12.5
 Accessible (disabled) visitors' parking space 暢通易達(傷健人士)訪客停車位	1	—	—	V3	5 x 3.5	17.5
Loading and unloading space 上落貨停車位	—	3	—	L1 - L3	11 x 3.5	38.5
Refuse collection vehicle parking space 垃圾車停車位	—	1	—	—	12 x 5	60.0

Summary of preliminary agreement for sale and purchase 臨時買賣合約的摘要

1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase.
2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders.
3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement -
 - (a) that preliminary agreement is terminated;
 - (b) the preliminary deposit is forfeited; and
 - (c) the owner does not have any further claim against the purchaser for the failure.

1. 在簽署臨時買賣合約時須支付款額為5%的臨時訂金。
2. 買方在簽署臨時買賣合約時須支付的臨時訂金，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。
3. 如買方沒有於訂立該臨時合約的日期之後的5個工作日內簽立買賣合約 -
 - (a) 該臨時合約即告終止；
 - (b) 有關的臨時訂金即予沒收；及
 - (c) 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。

Summary of deed of mutual covenant 公契的摘要

A Deed of Mutual Covenant incorporating Management Agreement (“DMC”) in respect of the residential properties and parking spaces in the Development will be entered into by the Registered Owner (i.e. Golden Kent International Limited, being the “Vendor” referred to in other parts of this Sales Brochure for Parking Space), the Manager and an owner of the Development.

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

Number of undivided shares allocated to each Car Park

Car Parks	Floor	Number of Car Parks	Number of undivided shares allocated to each Car Park
Residential Parking Spaces Nos. 1 – 43	G/F	43	13
Residential Parking Spaces Nos. 1 – 27, 29 – 38	1/F	37	13
Residential Parking Spaces Nos. 2 – 63	2/F	62	13
Residential Parking Space No. 28	1/F	1	18
Residential Parking Space No.1	2/F	1	18
Motor Cycle Parking Spaces Nos. M1 – M8	2/F	8	2

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

Each Owner of a Car Park (as defined in the DMC, which means either a Residential Parking Space or a Motor Cycle Parking Space) shall contribute towards the management expenditure in accordance with the following principles:

- (a) Each Owner of a Unit (as defined in the DMC, which means either a Residential Unit or a Car Park) of the Development shall contribute to the amount assessed under Part A of the annual Management Budget in the proportion which the number of the Management Shares allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development. Part A shall cover the estimated management expenditure which in the opinion of the Manager are attributable to the Land and the Development as a whole, the Development Common Areas and the Development Common Facilities and any areas or facilities within or outside the Land and the Development that are required to be maintained by the Owners under the Government Grant or for the benefit of all the Owners excluding the estimated management expenditure falling within Part B and Part C of the annual Management Budget.
- (b) Each Owner in addition to the amount payable under (a) above shall in respect of each Car Park of which he is the Owner contribute to the amount assessed under Part C of the annual Management Budget in the proportion which the number of Management Shares allocated to his Car Park bears to the total number of Management Shares allocated to all Car Parks of and in the Development. Part C shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the Car Parks or solely for the benefit of all the Owners of the Car Parks, the Car Park Common Areas and the Car Park Common Facilities excluding for the avoidance of doubt, parts of the estimated management expenditure in respect of the Car Park Common Areas and Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Visitors’ Parking Spaces and the Loading and Unloading Spaces which shall be treated as falling within Part B of the annual Management Budget.

Note:

The number of undivided shares allocated to each Car Park as shown in paragraph (A) above is the same as the number of Management Shares allocated to each Car Park in the development. However, the total number of the undivided shares in the development is different from the total number of the Management Shares in the development. The total number of Management Shares of all Car Parks is 1898 and the total number of Management Shares of the entire development is 50563.

(C) Basis on which the management fee deposit is fixed

The management fee deposit is equivalent to two (2) months’ monthly contribution of the first year’s budgeted management expenses and such sum shall not be used to set off against monthly contribution of the management expenses or any other contributions to be made by the first Owner of each Car Park and such sum is non-refundable but transferable.

Summary of deed of mutual covenant 公契的摘要

註冊擁有人(即:金鈞國際有限公司,在本車位銷售說明書的其他部分稱為「賣方」、管理人及發展項目的一位業主將訂立有關發展項目的住宅物業及停車位的公契及管理協議(「公契」)。

(A) 分配予發展項目中的每個停車位的不分割份數的數目

分配予每個停車位的不分割份數的數目

車位	樓層	車位數目	分配予每個停車位的不分割份數的數目
住宅停車位編號 1 — 43	G/F	43	13
住宅停車位編號 1 — 27, 29 — 38	1/F	37	13
住宅停車位編號 2 — 63	2/F	62	13
住宅停車位編號 28	1/F	1	18
住宅停車位編號 1	2/F	1	18
電單車停車位編號 M1 — M8	2/F	8	2

(B) 管理開支按什麼基準在發展項目中的停車位的擁有人之間分擔

每個停車位(按公契界定,指住宅停車位或電單車停車位)業主須按下列原則分擔管理開支的款項:

- 發展項目的每個單位(按公契界定,包括住宅單位及停車位)業主須按他的單位獲分配的管理份數對發展項目所有單位獲分配的總管理份數之比例分擔年度管理預算A部分評估的款項。A部分涵蓋管理人認為歸屬整個土地及發展項目、發展項目公用地方及發展項目公用設施及政府批地文件要求業主保養該土地及發展項目之內或之外或供全體業主享用的任何區域或設施的預計管理開支(不包括屬於年度管理預算B部分和C部分的預計管理開支)。
- 每個業主除了負責以上第(a)項規定應付的款項外,還須就他作為業主擁有的每個停車位按他的停車位獲分配的管理份數對發展項目所有停車位獲分配的總管理份數之比例分擔年度管理預算C部分評估的款項。C部分涵蓋管理人認為僅歸屬停車位或僅供所有停車位業主享用和停車場公用地方及停車場公用設施的預計管理開支,為免存疑,不包括管理人合理認為停車場公用地方及停車場公用設施歸屬使用訪客停車位及裝卸區的預計管理開支之部分,此等開支之部分歸入年度管理預算B部分。

註:

以上第(A)段列明每個停車位獲分配的不分割份數的數目與發展項目中每個停車位獲分配的管理份數數目相同,但是發展項目的總不分割份數與發展項目的總管理份數不同。所有停車位的總管理份數為1898,而整個發展項目的總管理份數為50563。

(c) 計算管理費按金的基準

管理費按金相等於第一年預算管理開支每月分擔款項之2個月款項。該等款項不可用來抵銷管理開支的每月分擔款項或每個停車位的第一業主應作出的任何其他分擔款項。該筆款項不可退還,但可轉讓。

Summary of land grant 批地文件的摘要

The Development is constructed on The Remaining Portion of Section G of Inland Lot No.5044, The Remaining Portion of Subsection 1 of Section H of Inland Lot No.5044, The Remaining Portion of Section H of Inland Lot No.5044, The Remaining Portion of Section I of Inland Lot No.5044, The Remaining Portion of Section P of Inland Lot No.5044, Subsection 1 of Section Q of Inland Lot No.5044, Subsection 2 of Section Q of Inland Lot No.5044, Subsection 3 of Section Q of Inland Lot No.5044, The Remaining Portion of Section Q of Inland Lot No.5044, The Remaining Portion of Subsection 1 of Section R of Inland Lot No.5044 and The Remaining Portion of Section R of Inland Lot No.5044 (collectively, “the lots”).

(A) Term of years under the lease

According to the Government Lease for Inland Lot No.5044 as varied or modified by a Modification Letter dated 21 February 1957 registered in the Land Registry by Memorial No.UB300877 and an Offensive Trade Licence dated 20 March 2015 and registered in the Land Registry by Memorial No.15041001850014 (the “Government Lease”), the lots demised by the Government Lease are granted for a term of 75 years commencing from 20 September 1937 with a right of renewal for a further term of 75 years.

(B) Restrictions on alienation of the parking spaces (if any)

Not applicable.

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

- (a) The grantee will during the term granted by the Government Lease as often as need shall require bear, pay and allow a reasonable share and proportion for and towards the costs and charges of making, building, repairing and amending all or any roads, pavements, channels, fences and party walls, draughts, private or public sewers and drains requisite for or in or belonging to the lots demised by the Government Lease or any part thereof in common with other premises near or adjoining thereto and that such proportion shall be fixed and ascertained by the Government and shall be recoverable in the nature of rent in arrear.
- (b) The grantee will not let, underlet, mortgage, assign or otherwise part with all or any part of the lots demised by the Government Lease for all or any part of the term granted by the Government Lease without at the same time registering such alienation in the Land Registry or in such other Office as may be instituted for the purposes of registration in Hong Kong and paying the prescribed fees therefor.
- (c) The grantee will pay into the Treasury on demand the cost of removal by the Government of any Chinese graves then on the area if such removal becomes necessary which authorities shall alone be permitted to effect such removal.

- (d) The grantee will not interfere with the existing waterway of the nullah or have any right to the water therein and the Government or its duly authorized officers shall be granted free access thereto and to any part of the lots demised by the Government Lease at all times for the purposes of effecting repairs to inspecting or cleansing such drain nullah and waterway and any opening up of the buildings on the lots demised by the Government Lease which the Government may consider necessary for the purposes aforesaid and the reinstatement of such buildings rendered necessary thereby will be carried out by the Government at such times as the Government may consider desirable without it being necessary to give any notice to the grantee and the cost of any such repairs, alterations, breaking up, reconstruction or reinstatement shall be payable by the grantee on demand.
- (e) In the event of spoil from the excavated site or from sites or other areas affected by the development of the lots demised by the Government Lease being eroded and washed down into the nullahs, the grantee shall be held responsible and shall pay into the Treasury on demand such sum as may be demanded by the Government to cover the cost of removal of spoil from or damage to the nullahs or other properties belonging to the Government.
- (f) In the event of its becoming necessary or advisable in the opinion of the Government to carry out nullah training works in the vicinity of the lots demised by the Government Lease, the grantee will pay into the Treasury on demand a sum equal to one half of the cost of such works provided that the sum payable shall not exceed one thousand dollars and any such works shall be carried out by the Government.
- (g) The grantee will pay into the Treasury on demand the cost of removing any water main gas main or service pipe cable telegraph or telephone line sewer or culvert which the Government may consider it necessary to have removed.
- (h) The Government shall have full power to resume enter into and re-take possession of all or any part of the lots demised by the Government Lease if required for the improvement of Hong Kong or for any other public purpose whatsoever Three Calendar Months’ notice being given to the grantee of its being so required and a full and fair compensation for the land and the buildings thereon being paid to the grantee at a valuation to be fairly and impartially made by the Government and upon the exercise of such power the term and estate created by the Government Lease shall respectively cease determine and be void.

Summary of land grant

批地文件的摘要

發展項目興建於內地段第5044號G分段餘段、內地段第5044號H分段第1小分段餘段、內地段第5044號H分段餘段、內地段第5044號I分段餘段、內地段第5044號P分段餘段、內地段第5044號Q分段第1小分段、內地段第5044號Q分段第2小分段、內地段第5044號Q分段第3小分段、內地段第5044號Q分段餘段、內地段第5044號R分段第1小分段餘段及內地段第5044號R分段餘段（合稱「該地段」）。

(A) 有關租契規定的年期

根據內地段第5044號的政府租契，該政府租契經日期為1957年2月21日並在土地註冊處以註冊摘要第UB300877號註冊的修訂函和日期為2015年3月20日並在土地註冊處以註冊摘要第15041001850014號註冊的厭惡性行業許可證作出修改或修訂（「該政府租契」），該政府租契批租該地段的租期為75年，自1937年9月20日起計，並有續期75年的權利。

(B) 停車位的讓與權的限制(如有)

不適用。

(C) 對停車位的買方造成負擔的租用條件

- (a) 承授人必須在該政府租契批租的租期期間，根據情況需要承擔、支付及分攤有關建造、建築、維修和更改在該政府租契批租的該地段或與毗鄰或毗連物業共用的任何部分之內或擁有的所有或任何道路、行人路、渠道、圍欄、共用牆、通風裝置、私家或公共污水渠及排水渠的費用及開支之合理部分及比例。有關比例由政府釐定與確認，如有欠交則作欠租追收。
- (b) 在該政府租契批租的全部或任何部分租期期間，承授人不得出租、分租、按揭、轉讓或以其他形式放棄管有該政府租契批租該地段的全部或其任何部分，而沒有同時在土地註冊處或在香港設立的其他註冊辦事處註冊上述讓與及支付訂明費用。
- (c) 如需清理當時在有關地區內的任何中式墓地（而只有當局才獲准清理），承授人須應要求向庫務署支付政府有關清理的費用。
- (d) 承授人不得干擾明渠的現有水道，對其水亦沒有任何權利。政府或其正式授權的官員有權在任何時候自由出入該處和該政府租契批租的地段的任何部分，以維修或視察或清潔該等排水渠、明渠及水道和政府認為作出上述目的所需要在該政府租契批租的地段上興建的建築物之任何開口，以及政府在其認為適當的時間進行對上述建築物的必要修復而毋須通知承授人。承授人須應要求支付該等維修、更改、分割、重建或修復的費用。

- (e) 倘若從挖掘地盤或由開發該政府租契批租的地段而受影響的其他範圍的污泥被腐蝕及沖洗入明渠，承授人須對此負責並須應要求向庫務署支付政府可要求的費用，以填補清理上述明渠的污泥或對明渠或屬於政府的其他物業造成損壞之費用。
- (f) 倘若政府認為有必要或合宜在該政府租契批租的地段附近進行明渠引導工程，承授人須應要求向庫務署支付一筆相等於上述工程的一半之費用，惟應付的款項不能超過港幣壹仟元及該等工程須由政府進行。
- (g) 承授人須應要求向庫務署支付有關清除政府認為需要清除的任何總水喉、總煤氣管或服務管道、電纜、電報或電話線、污水渠或溝渠之費用。
- (h) 政府具有充分權力收回、進入及取回該政府租契批租的該地段之全部或任何部分，如有需要用以作改善香港或任何其他公共用途，惟需提前3個曆月通知承授人上述要求和根據政府公平及不偏不倚的估價，向承授人支付該土地及在其上的建築物的全部及公平的補償。在政府行使上述權力後，該政府租契的租期及產業權將停止、終止及無效。

Warning to purchasers 對買方的警告

- (a) The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the vendor) to act for the purchaser in relation to the transaction.
- (b) If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
- (c) If the purchaser instructs the firm of solicitors acting for the vendor to act for the purchaser as well, and a conflict of interest arises between the vendor and the purchaser -
 - (i) that firm may not be able to protect the purchaser's interests ; and
 - (ii) the purchaser may have to instruct a separate firm of solicitors.
- (d) In the case of paragraph (c)(ii) above, the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

- (a) 現建議買方聘用一間獨立的律師事務所（代表賣方行事者除外），以在交易中代表買方行事。
- (b) 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。
- (c) 如買方聘用代表賣方行事的律師事務所同時代表買方行事，而賣方與買方之間出現利益衝突 -
 - (i) 該律師事務所可能不能夠保障買方的利益；及
 - (ii) 買方可能要聘用一間獨立的律師事務所。
- (d) 如屬以上(c)(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

Government rent 地稅

The vendor will pay/has paid all outstanding Government rent in respect of the parking spaces from the date of the Land Grant up to and including the date of the respective assignment of the parking spaces to the purchasers.

賣方將會/已繳付有關該停車位之地稅由批地文件之日期起計直至有關個別買方簽署停車位轉讓契之日期。

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 the deposits for the supply of water, electricity and gas to the common parts of the Development, whether or not the amount of the deposits is yet to be ascertained at the date on which the sales brochure is printed.

在向買方交付停車位在空置情況下的管有權時，買方須負責向賣方補還供給發展項目的公用部分之水、電力及氣體的按金，不管上述按金的金額在本銷售說明書的印製日期仍有待確定與否。

Defect liability warranty period

欠妥之處的保養責任期

The vendor shall, as provided in the agreement for sale and purchase, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the purchaser within 6 months of the date of completion of the sale and purchase of the parking space, remedy any defects to that parking space caused otherwise than by the act or neglect of the purchaser.

凡買方所購的停車位有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，按買賣合約的規定，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 slopes at their own cost.

(i) Terms of the requirement:

“And the said Lessees for themselves and their assigns do hereby jointly and severally covenant with the Government by these presents in manner following that is to say the Lessees will [...]

And will construct substantial retaining walls where necessary to obviate landslips in the event of the said Lessees cutting away the hill to level the said piece or parcel of ground or to protect any filling in connection with the same and in the event of a landslip occurring as a result of such cutting or levelling the Lessees will be responsible for and will indemnify the Government and his officers from and against all actions claims demands arising out of any damage resulting from or brought about by such landslips.]”

(ii) Each of the owners is obliged to contribute towards the costs of the maintenance work.

(iii) The slope and the retaining wall or related structures constructed, or to be constructed, within or outside the land on which the Development is situated is shown on the plan annexed to this section.

(iv) Clause 1(au) of Sub-section B of Section VI of the latest draft Deed of Mutual Covenant incorporating Management Agreement stipulates that:

“The Manager will manage the Land and the Development in a proper manner and in accordance with this Deed and the provisions of the Building Management Ordinance (Chapter 344 of the Law of Hong Kong) and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers, namely:

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

2. Owner’s undertaking to maintain any slope in relation to the Development at the owner’s own cost

Not applicable

1. 根據批地文件規定，發展項目中的住宅物業的擁有人須自費維修斜坡。

(i) 有關規定的條款

“承租人代表他們自己及他們的受讓人特此共同地及個別地通過本文件向政府作出下列契諾，即承租人必須[……

並興建堅固的護土牆，以便在承租人削除山丘以平整該幅或該塊土地時，排除山泥傾瀉，或用以保護與之相關的堆填土地。倘若因為上述削除或平整土地造成山泥傾瀉，承租人須對山泥傾瀉造成或引致的任何損壞所產生的一切訴訟、索償及要求負責並彌償政府及其官員。]”

(ii) 每名擁有人均須分擔維修工程的費用。

(iii) 該斜坡及已經或將會在發展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顯示於本部分中附錄的圖則。

(iv) 公契及管理協議的最新擬稿第VI部第B分部第 1 (au)條規定：

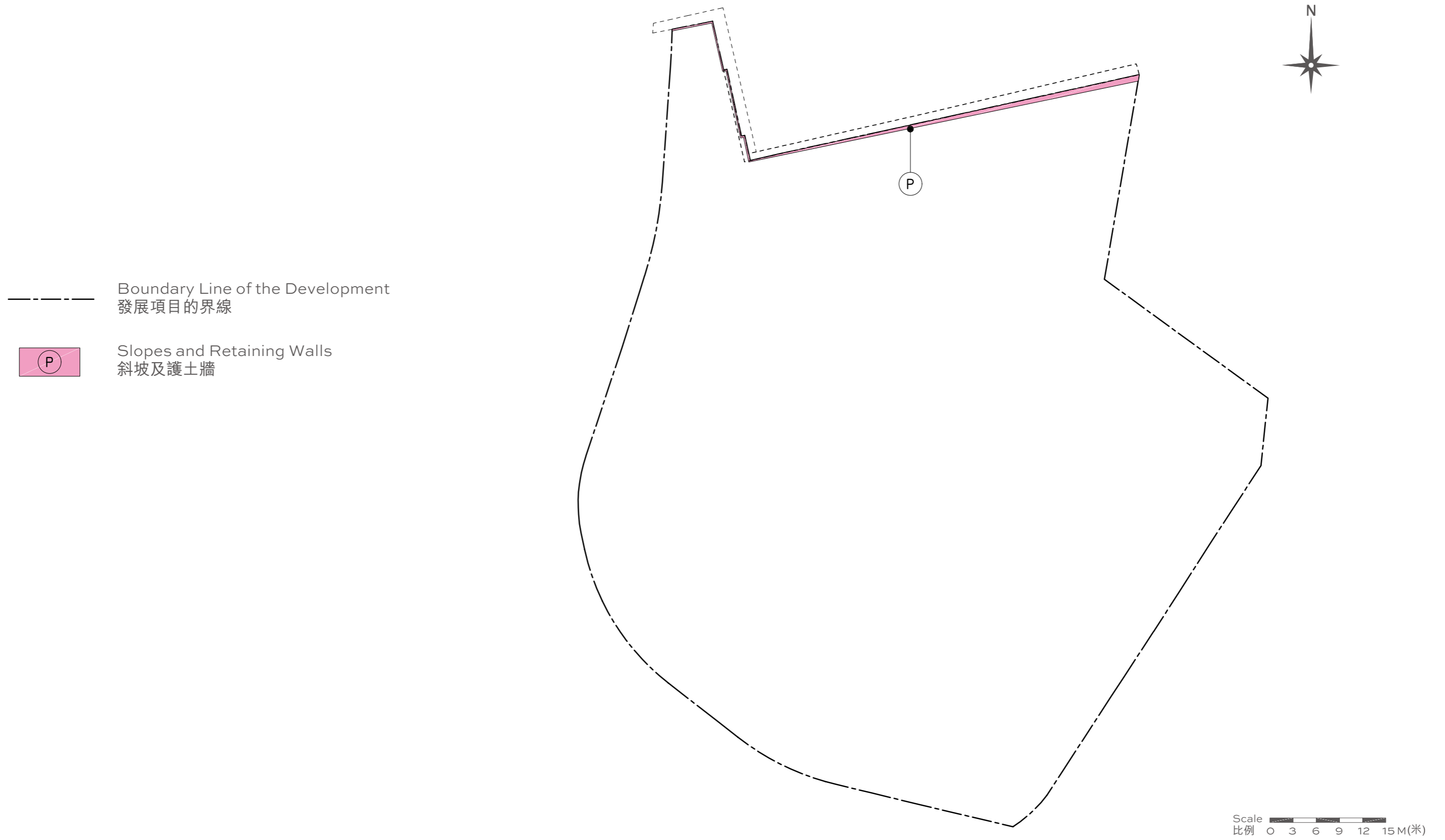
“管理人須按本公契及《建築物管理條例》(香港法例第344章)的規定，以妥善方式管理該土地及發展項目。除了本公契另有明文規定外，管理人須負責並具有充分及不受限制的授權作出妥善管理該土地及發展項目所必要或適當的一切行為及事情。在任何方面不限制前文的概括性的原則下，管理人具有下列職責及權利，即：

(au) 具有業主的充分授權聘請合適及合資格人士按批地文件及斜坡及護土牆保養手冊，特別是按主管政府部門不時就保養斜坡及護土牆和有關構築物發出的一切指引，視察、保持及妥善維修斜坡及護土牆或其他構築物，並進行任何必要的工程，並向業主收取進行上述保養、維修及其他工程所合法招致或將招致的一切費用。在本條款中，管理人包括業主立案法團(如成立)。”

2. 擁有人自費就發展項目維修任何斜坡的承諾

不適用

Maintenance of slopes 斜坡維修



Additional information

附加資料

If the vendor, at the request of the purchaser of a parking space, agrees, (at its own discretion) to cancel an agreement for sale and purchase or the obligations of the purchaser under the agreement for sale and purchase, the vendor is entitled to retain the sum of 5% of the purchase price and the purchaser will in addition pay or reimburse (as the case may be) to the vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the agreement for sale and purchase.

如停車位的買方有此要求，並獲賣方(按其自己的酌情決定)同意之情況下取消買賣合約或買方於買賣合約所承擔之責任，賣方有權保留相等於售價之百分之五的餘款額。同時買方亦須額外付予賣方或付還賣方(視情況而定)全部就取消該買賣合約須付之律師費、收費及代墊付費用(包括任何印花稅)。