CAPRI Sales Brochure For Parking Space 車位銷售説明書



CAPRI

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

33 Tong Yin Street

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

31 August 2017

(Note: this date has been extended to 27 October 2017 under the agreement for sale and purchase.)

"Material date" means the date on which the conditions of the land grant are complied with in respect of the development.

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

For the purpose of the agreement for sale and purchase, without limiting any other means by which the completion of development may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the development has been completed or is deemed to be completed (as the case maybe).

發展項目由差餉物業估價署署長確認之郵寄地址:

唐賢街33號

發展項目的認可人士提供的發展項目的預計關鍵日期

2017年8月31日

(註:該日期已按買賣合約延期至2017年10月27日。)

「關鍵日期」指批地文件的條件就發展項目符合的日期。

預計關鍵日期,是受到買賣合約所允許的任何延期所規限的。

為買賣合約的目的,在不局限任何其他可以證明該項目落成的方法的原則下,地政總署署長發出的 合格證明書或轉讓同意,即為該項目已落成或當作已落成(視屬何種情況而定)的確證。

Vendor

Amblegreen Company Limited

Holding companies of the Vendor

Wheelock and Company Limited

Wheelock Investments Limited

Myers Investments Limited

Wheelock Properties Limited

Realty Development Corporation Limited

Dannette Holdings Limited

Authorized Person for the Development

Dr. Ronald Lu

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

Ronald Lu & Partners (Hong Kong) Limited

Building contractor for the Development

Gammon Engineering & Construction Company Limited

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

Baker & McKenzie

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

The Hongkong and Shanghai Banking Corporation Limited

(Note: the undertaking has been returned by the Government and cancelled)

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

Wheelock Finance Limited

賣方

Amblegreen Company Limited

賣方的控權公司

會德豐有限公司

Wheelock Investments Limited
Myers Investments Limited
會德豐地產有限公司
聯邦地產有限公司

Dannette Holdings Limited

發展項目的認可人士

呂元祥博士

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

呂元祥建築師事務所(香港)有限公司

發展項目的承建商

Gammon Engineering & Construction Company Limited

就發展項目中的住宅物業的出售而代表擁有人行事的律師事務所

貝克・麥堅時律師事務所

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

香港上海滙豐銀行有限公司

(註:承諾書已經獲政府退回並取消)

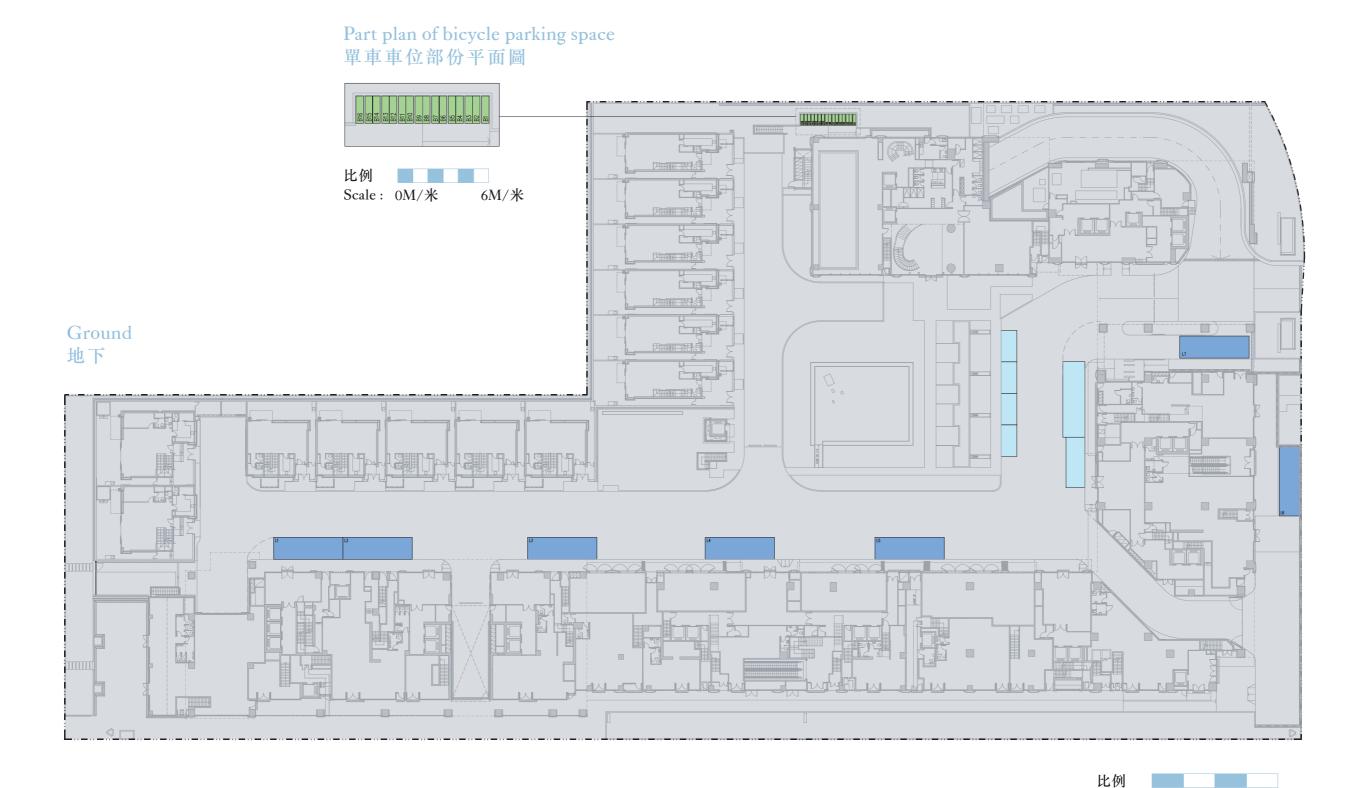
已為發展項目的建造提供貸款的任何其他人

Wheelock Finance Limited

(a)	The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of an authorized person for the development; 賣方或有關發展項目的承建商屬個人,並屬該項目的認可人士的家人;			
(b)	The vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of such an authorized person; 賣方或該項目的承建商屬合夥,而該賣方或承建商的合夥人屬上述認可人士的家人;			
(c)	The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of such an authorized person; 賣方或該項目的承建商屬法團,而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的家人;			
(d)	The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of an associate of such an authorized person; 賣方或該項目的承建商屬個人,並屬上述認可人士的有聯繫人士的家人;			
(e)	The vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of an associate of such an authorized person; 賣方或該項目的承建商屬合夥,而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人;			
(f)	The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of an associate of such an authorized person; 賣方或該項目的承建商屬法團,而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的有聯繫人士的家人;			
(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 residential properties in the development; 賣方或該項目的承建商屬個人,並屬就該項目內的住宅物業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;			
(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 residential properties in the development; 賣方或該項目的承建商屬合夥,而該賣方或承建商的合夥人屬就該項目內的住宅物業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;			
(i)	The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of a proprietor of such a firm of solicitors; 賣方或該項目的承建商屬法團,而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述律師事務所的經營人的家人。			
(j)	The vendor, a holding company of the vendor, or a building contractor for the development, is a private company, and an authorized person for the development, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor, holding company or contractor; 賣方、賣方的控權公司或有關發展項目的承建商屬私人公司,而該項目的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少10%的已發行股份;	No 否		

(k)	The vendor, a holding company of the vendor, or a building contractor for the development, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor, holding company or contractor; 賣方、賣方的控權公司或該項目的承建商屬上市公司,而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少1%的已發行股份;				
(1)	The vendor or a building contractor for the development is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor; 賣方或該項目的承建商屬法團,而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書;	No 否			
(m)	The vendor or a building contractor for the development is a partnership, and such an authorized person, or such an associate, is an employee of that vendor or contractor; 賣方或該項目的承建商屬合夥,而上述認可人士或上述有聯繫人士屬該賣方或承建商的僱員;				
(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 residential properties in the development holds at least 10% of the issued shares in that vendor, holding company or contractor; 賣方、賣方的控權公司或該項目的承建商屬私人公司,而就該項目中的住宅物業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;	No 否			
(o)	The vendor, a holding company of the vendor, or a building contractor for the development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, holding company or contractor; 賣方、賣方的控權公司或該項目的承建商屬上市公司,而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份;	No 否			
(p)	The vendor or a building contractor for the development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor; 賣方或該項目的承建商屬法團,而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書;	No 否			
(q)	The vendor or a building contractor for the development is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor or contractor; 賣方或該項目的承建商屬合夥,而上述律師事務所的經營人屬該賣方或承建商的僱員;				
(r)	The vendor or a building contractor for the development is a corporation, and the corporation of which an authorized person for the development is a director or employee in his or her professional capacity is an associate corporation of that vendor or contractor or of a holding company of that vendor; 賣方或該項目的承建商屬法團,而該項目的認可人士以其專業身分擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團;	No 否			
(s)	The vendor or a building contractor for the development is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor. 賣方或該項目的承建商屬法團,而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。	No 否			





Scale: 0M/米

20M/米

Numbers, Dimensions and Area of Parking Spaces 車位數目、尺寸及車位面積

Floor 層數	Category of parking space 車位類別	Parking space number 車位編號	Number 數目	Dimensions (LxW)(m) 尺寸(長x闊)(米)	Area of each parking space (sq.m) 每個車位面積(平方米)
	Residential loading and unloading space 住客上落貨停車位	L1 to L7 L1 至 L7	7	11.0 x 3.5	38.5
	Lay-by 車輛停泊處		4	5.0 x 2.5 (taxi)	12.5
Ground 地下			1	12.0 x 3.5 (coach)	42.0
地下	2	211 217	1	8.0 x 3.0 (bus)	24.0
	Bicycle parking space 單車車位	B1 to B16 B1 至 B16	16	1.8 x 0.5	0.9
	Residential parking space 住客車位	R01 to R27, R29 to R33, R35 to R91 R01 至 R27, R29 至 R33, R35 至 R91	89	5.0 x 2.5	12.5
	Visitor's parking space 訪客車位	V01 to V03, V05 to V13 V01 至 V03, V05 至 V13	12	5.0 x 2.5	12.5
	Commercial parking space 商用車位	C01 to C26. C29 to C77 C01 至 C26, C29 至 C77	75	5.0 x 2.5	12.5
	Residential motor cycle parking space 住客電單車車位	RM1 to RM10 RM1 至 RM10	10	2.4 x 1.0	2.4
Basement 1	Commercial Motor cycle parking space 商用電單車車位	CM1 to CM8 CM1 至 CM8	8	2.4 x 1.0	2.4
地庫1樓	Accessible (disabled) residential parking space 傷健人士往客車位	R28 , R34 R28 ,及R34	2	5.0 x 3.5	17.5
	Accessible (disabled) visitor's parking space 傷健人士訪客事位	V04 V04	1	5.0 x 3.5	17.5
	Accessible (disabled) commercial parking space 傷健人士商用車位	C27, C28 C27. 及 C28	2	5.0 x 3.5	17.5
	Residential loading and unloading space 住客上落貨停車位	L8 to L9 L8 至 L9	2	11.0 x 3.5	38.5
Basement 2 地庫2樓	Commercial loading and unloading space 商用上落貨停車位	SL1 to SL8 SL1 至 SL8	8	11.0 x 3.5	38.5
	Refuse collection vehicle parking space 垃圾車車位		1	12.0 x 5.0	60

SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

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

- 1. 在簽署臨時買賣合約時須支付款額為售價之5%的臨時訂金;
- 2. 買方在簽署臨時合約時支付的臨時訂金,會由代表擁有人行事的律師事務所以保證金保存人的 身份持有;
- 3. 如買方沒有於訂立臨時合約的日期之後5個工作日內簽立買賣合約-
 - (i) 該臨時合約即告終止;
 - (ii) 有關的臨時訂金即予沒收;及
 - (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

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

Space Type	No. of Spaces	Undivided Shares per space	
Car Parking Spaces	164	13	
Motor Cycle Parking Spaces	18	2	
	TOTAL	2,168	

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

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

- (a) the owners shall contribute towards the Management Expenses relating to the Development Common Parts in proportion to the Management Shares allocated to their Units; and
- (b) the owners of parking spaces shall contribute towards 89.8% of the Management Expenses relating to the Parking Common Parts in proportion to the Management Shares allocated to their parking spaces; and

The number of Management Shares of a parking space is the same as the number of Undivided Shares allocated to that parking space. However, the total number of Undivided Shares in the Development is different from the total number of Management Shares in the Development. The total number of Management Shares of all parking space in the Development is 2,168. The total number of Management Shares in the Development is 39,075.

3. Basis on which the Management Fee Deposit is fixed

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

1. 分配予發展項目中各車位的不分割份數的數目

發展項目中的各車位配有不分割份數。詳細的分配狀況,請參閱下表。

車位類型	車位數目	每個車位不分割 份數
車位	164	13
電單車車位	18	2
	總數	2,168

2. 在發展項目中的住宅物業的擁有人之間分擔管理開支的基準

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

- (a) 業主須按分配到其單位之管理份數之比例分擔有關發展 項目公用部分之管理開支;及
- (b) 車位業主須按分配到其之管理份數之比例分擔有關車場 公用部分之管理開支之89.8%;及

每個車位之管理份數相等於其獲分配之不分割份數,唯發展項目不分割份數總數與發展項目管理份數總數不同。所有車位之管理份數總數為2,168。發展項目之管理份數總數為39,075。

3. 計算管理費按金的基準

管理費按金相等於三個月之管理費。

- 1. The lot number of the land on which the Development is situated: Tseung Kwan O Town Lot No.125.
- 2. The term of years under the lease: 50 years from 10 January 2013.
- 3. The restrictions on alienation of the parking spaces

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

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

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

(Note: see meaning of defined terms in paragraph 4 below)

- 4. Lease conditions that are onerous to a purchaser of parking space
 - (a) The Development is required to be completed and made fit for occupation on or before 31 March 2019.
 - (b) The grantee shall throughout the tenancy: (i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto, and (ii) maintain all buildings erected in good and substantial repair and condition.
 - (c) (i) The grantee shall at his own expense submit to the Director of Lands (the "the Director") for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the land in compliance with the requirements stipulated in the Land Grant.
 - (ii) Not less than 20% of the area of the land shall be planted with trees, shrubs or other plants. Not less than 50% of such 20% ("the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.
 - (iii) The grantee shall at his own expense landscape the land in accordance with the approved landscape plan

- in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.
- (iv) The grantee shall at his own expense maintain and keep the landscape works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (d) (i) The grantee shall on or before the 31 March 2019 at his own expense and to the satisfaction of the Director, lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators as the Director in his absolute discretion may require) at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as may be required or approved by the Director (which segregated pedestrian ways or paths together with such stairs, ramps, lightings and escalators are collectively referred to as "the Pedestrian Links").
 - (ii) The Pedestrian Links shall follow the shortest possible routes and shall be covered, constructed and designed so as to:
 - (1) link up each and every building to be erected on the land at such locations and levels of the building as may be required or approved by the Director; and
 - (2) link up all major facilities within the land including the shops, residential blocks, open space and community facilities provided thereon.
 - (iii) The grantee shall throughout the term of the Land Grant maintain at his own expense the Pedestrian Links in good and substantial repair and condition to the satisfaction of the Director.
- (e) The grantee shall at his own expense and to the satisfaction of the Director provide and maintain within the lot areas of open space of not less than 950 square metres (hereinafter referred to as "the Private Open Space"). The Private Open Space shall not be used for any purpose other than recreational purposes for the common use and benefit of the residents and occupiers of the residential block or blocks erected or to be erected on the lot and their bona fide guests or visitors. The Private Open Space shall be located, formed, serviced, landscaped, planted, provided and maintained with such equipment and facilities as the Director may require and in all respects to his satisfaction.
- (f) (i) Spaces shall be provided within the land to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance,

- any regulations made thereunder and any amending legislation and belonging to the residents of the residential units of the Development and their bona fide guests, visitors or invitees ("the Residential Parking Spaces") according to a specified rate.
- (ii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the Development shall be provided according to a specified rate ("the Visitors' Parking Spaces").
- (iii) Spaces shall be provided within the land to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulation made thereunder and any amending legislation and belonging to the occupiers of the Development and their bona fide guests, visitors or invitees according to a specified rate.
- (iv) Out of the spaces provided under (i), (ii) and (iii) above, the grantee shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents or occupiers of the Development and their bona fide guests, visitors or invitees according to a prescribed rate ("the Disabled Parking Spaces").
- (g) Spaces shall be provided within the land to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the residential units of the Development and their bona fide guests, visitors or invitees according to a prescribed rate ("the Residential Motor Cycle Parking Spaces").
- (h) Spaces shall be provided within the land to the satisfaction of the Director for the parking of bicycles belonging to the residents of the residential units in the Development and their bona fide guests, visitors or invitees according to a prescribed rate.
- (i) Spaces shall be provided within the land to the satisfaction of the Director for the loading and unloading of goods vehicles according to a prescribed rate ("Loading and Unloading Spaces").
 - (ii) A certain number of lay-bys shall be provided at the ground level to the satisfaction of the Director for the picking up and setting down of passengers from (as the case may be) buses, light buses or motor vehicles (including taxis) ("Lay-bys").

11

- (j) The grantee shall maintain the parking, loading and unloading spaces, lay-bys and other spaces, including but not restricted to the lifts, landings and manoeuvring and circulations areas in accordance with the car park layout plan approved by and deposited with the Director.
- 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, the grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as may be necessary to protect and support such land within the land and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The grantee shall at all times maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director. In the event that as a result of works done by the grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, the grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence. The Director shall be entitled by notice in writing to call upon the grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the grantee neglects or fails to comply with the notice to the satisfaction to the Director within the period specified, the Director may execute and carry out any necessary works and the grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.
- (l) Where prestressed ground anchors have been installed upon development or redevelopment of the land or any part thereof, the grantee shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors to the satisfaction of the Director.
- (m) The grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the land or on Government land, as the Director may consider necessary to intercept and convey into the nearest streamcourse, catchpit, channel or Government storm-water drain all rain-water falling or flowing on to the land. The works

- of connecting any drains and sewers from the land to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director and the grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the grantee at his own cost.
- (n) The grantee shall at his own expense maintain the recreational facilities in the land which is exempted from the gross floor area calculation pursuant to the Land Grant ("the Exempted Facilities") in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director. The Exempted Facilities shall only be used by the residents of the residential units in the Development and their bona fide visitors and by no other person or persons.
- (o) No tree growing on the land or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.
- p) (i) The Residential Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the Development and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
 - (ii) The Visitors' Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the Development and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
 - (iii) The Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the

- residents of the residential units in the Development and their bona fide guests, visitors or invitees. and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (iv) The Disabled Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents or occupiers of the Development and their bona fide guests, visitors or invitees and such spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (vi) The Loading and Unloading Spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the Development.
- (vii) The Lay-bys shall not be used for any purpose other than for the picking up and setting down of passengers from (as the case may be) buses, light buses and motor vehicles (including taxi).
- (q) The grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work ("the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the land or any part thereof or any part thereof ("the Services"). The grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the land or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making

good of which shall be carried out by the Director, unless the Director elects otherwise, and the grantee shall pay to the Government on demand the cost of such works). If the grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the land or any part thereof or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the grantee shall pay to the Government on demand the cost of such works.

(r) Upon any failure or neglect by the grantee to perform, observe or comply with the Land Grant the Government shall be entitled to re-enter upon and take back possession of the land or any part thereof and all or any buildings, erections and works on the land or any part thereof. Upon re-entry: (a) the grantee right on the part of the land reentered shall absolutely cease and determine; (b) the grantee's shall not be entitled to any refund of premium, any payment or compensation in respect of the value of the land and the buildings thereon or any amount expended by the grantee in the preparation, formation or development of the lot; and (c) the Government's any other rights, remedies and claims are not to be thereby prejudiced.

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

- 1. 發展項目所位於的土地的地段編號:將軍澳市地段第125號。
- 2. 有關租契規定的年期:由2013年1月10日起計50年。
- 3. 車位讓與權的限制

住客停車位及住客電單車停車位不得:

- (i) 轉讓,除非:
 - (I) 連同發展項目的住宅物業轉讓;或
 - (II) 轉讓予已經擁有發展項目的住宅物業之人士;或
- (ii) 出租,除非出租予發展項目的住宅物業之住客。

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

(註:有所界定之詞語意思請見下文第4段)

- 4. 對車位買方造成負擔的租用條件
 - (a) 發展項目須於2019年3月31日或之前建成至適宜佔用。
 - (b) 承授人須於批地文件年期內:(i)按經批准之設計及規劃 及經批准之建築圖則維持所有建築物,不得有變更或 改動;及(ii)保持所有建築物修葺良好堅固。
 - (c) (i) 承授人須自費將園景設計圖呈交地政總署署長(「署長」) 批准,園景設計圖需標明將在該土地提供的符合批地文件要求的園景工程的位置、規劃及布局。
 - (ii) 須在該土地不少於百分之二十的範圍內栽種樹木、 灌木或其他植物。上文提及之百分之二十中之百分 之五十(「綠化範圍」) 須在按署長完全酌情權決定 的地點或水平提供,使綠化範圍可被行人看見或 可供任何進入該土地的人士進入。
 - (iii) 承授人須根據獲批之園景設計圖自費於土地上進行 園景工程,至使署長在各方面滿意的程度。未經 署長事先書面批准,不得修改、變動、更改、變更 或替換獲批之園景設計圖。
 - (iv) 承授人須自費維持及保養園景工程,將之保持 安全、清潔、整齊、井然及健康的狀態,至使署長 滿意。
 - (d) (i) 承授人須於2019年3月31日或以前自費按署長的要求或批准的位置、方式、材料、標準、水平、線向及設計鋪設、塑造、提供及建造分隔行人通道或路徑(及按署長據其絕對酌情權批准的樓梯、坡道、照明設備及自動扶手電梯)及對其進行路面鋪設,至使署長滿意(該分隔行人通道或路徑連同該等樓梯、坡道、照明設備及自動扶手電梯統稱「行人通道」)。

- (ii) 行人通道須採用盡可能短的路線,及須設有上蓋致 使、其構造及設計亦須致使:
 - (a) 該土地上的每一建築物於署長要求或批准之 地點及水平互相連接;及
 - (b) 在該土地上提供的所有主要設施(包括商舖、住宅大樓、休憩用地和公用設施)互相連接。
- (iii) 承授人於批地文件項下批出之年期內自費保持行人 通道修葺和狀態良好堅固,至使署長滿意。
- (e) 承授人須在該土地範圍自費提供及維持不少於950平方 米的休憩用地(下稱「私人休憩用地」),至使署長滿 意。私人休憩用地只可用於發展項目住客及佔用人及其 真實賓客或訪客正當使用及享用下之康樂用途。私人 休憩用地之位置、其形成過程、其公用設施之敷設、 園景、植物栽種及其設備及設施之提供及保養須如署長 所要求者,並須使署長在各方面滿意。
- (f) (i) 須於該土地內按一指定比率提供若干車位,以供按 《道路交通條例》、其附屬規例及任何修訂法例獲 發牌及屬於發展項目中之住宅物業的住客或其 真實賓客、訪客或所邀請者之車輛停泊(「住客停 車位」),至使署長滿意。
 - (ii) 須按一指定比率提供若干額外車位,以供按《道路 交通條例》、其附屬規例及任何修訂法例獲發牌及 屬於發展項目中之住宅物業的住客之真實賓客、 訪客或所邀請者之車輛停泊(「訪客停車位」)。
 - (iii) 須於該土地內按一指定比率提供若干車位,以供按 《道路交通條例》、其附屬規例及任何修訂法例獲 發牌及屬於發展項目之佔用人及其真實賓客、訪客 或所邀請者之車輛停泊,至使署長滿意。
 - (iv) 承授人須從上述(i)、(ii)及(iii)所提供之車位之中按一指定比率保留及指定若干車位,以供傷健人士(按《道路交通條例》、其附屬規例及修訂條例定義)、住客或佔用人及其真實賓客、訪客或所邀請者使用之車輛停泊(「傷健人士停車位」)。
- (g) 須於該土地內按一指定比率提供若干車位,以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於發展項目之住宅物業的住客之真實賓客、訪客或所邀請者之電單車停泊(「住客電單車停車位」),至使署長滿意。
- (h) 須於該土地內按一指定比率提供若干車位,以供屬於發展項目之住宅物業的住客或其真實賓客、訪客或所邀請者之單車停泊,至使署長滿意。
- (i) (i) 須於該土地內按一定比率提供若干車位供貨車上 落貨(「上落貨車位」),至使署長滿意。

- (ii) 須於地面提供若干路旁停車處,以供乘客從(視乎何種情況而定)巴士、小型巴士或車輛(包括的士)上落之用(「路旁停車處」),至使署長滿意。
- (j) 承授人須按經署長批准並存放於署長處之車場布局圖維持停車位、上落貨車位、路旁停車處及其他空間(包括但不限於升降機、樓梯平台及運轉及通道地方)。
- (k) 若有或曾有任何土地之削去、清除或後移,或任何種 類的堆土、填土或斜坡整理工程,承授人須自費進行 及建造該等有需要之斜坡整理工程、擋土牆或其他支 撐、防護措施、及排水系統或附屬或其他工程,以保護 及支持該地段內的該等土地及任何毗鄰或毗連之政府土 地或已出租土地,及排除及預防其後發生的任何泥土剝 落、泥石傾瀉或土地下陷。承授人須於所有時間自費保 持上述土地、斜坡整理工程、擋土牆或其他支撐、防護 措施、排水系統或輔助或其他工程修葺良好堅固,至使 署長滿意。若於任何時間內由於承授人進行的工程或 其任何其他原因而造成任何泥土剥落、泥石傾瀉或土地 下陷,承授人須自費還原和修復至使署長滿意,並須就 因該等泥土剝落、泥石傾瀉或土地下陷而將會或可能引 致、蒙受或招致的任何成本、費用、損害、索求及申索 彌償政府、其代理及承辦商。署長有權以書面通知形式 要求承授人進行、興建及保養上述土地、斜坡整理工 程、擋土牆或其他支撐、防護措施、排水系統或輔助或 其他工程,及還原和修復任何泥土剝落、泥石傾瀉或 土地下陷,且如承授人忽略或未能在指明期限內遵行該 通知至使署長滿意,署長可執行和進行任何有需要的 工程,而承授人須應要求向政府歸還該工程的費用連同 任何行政及專業費用及收費。
- (1) 若於發展或重新發展該地段或其任何部分時曾安裝預應 力地錨,承授人須自費定期保養及定期監測該預應力地 錨至使署長滿意。
- (m) 承授人須自費建造及保養署長認為需要的水渠及渠道 (不論是否位於該土地範圍內或政府土地上),以將落 在或流經該地段上的雨水截流並排送至就近的水道、集 水井、渠道或政府雨水渠,至使署長滿意。將該地段任 何排水渠及污水渠與政府雨水渠及污水渠(若已鋪設及 投入運作)連接的工程,可由署長進行,而承授人須應 要求向政府支付該接駁工程之費用。另一選擇是,承授 人可自費進行該接駁工程至使署長滿意,而在該情況 下,上述接駁工程於政府土地上的任何部分須由承授人 自費保養。
- (n) 承授人須自費保持按批地文件獲豁免計算總樓面面積的 康樂設施(「獲豁免設施」)修葺良好堅固,並須運作獲 豁免設施至使署長滿意。獲豁免設施只准供發展項目中 的住宅物業的住客及其真實訪客使用,並不得供其他 人士使用。

- (o) 未經署長事先書面批准,不得移除或干擾地段或其周圍 所生長的樹木。署長於給予批准時可附加他認為合適之 條件(例如移植、補償種植或重新種植)。
- (p) (i) 住客停車位不得用作停泊按《道路交通條例》、其 附屬規例及修訂條例獲發牌及屬於發展項目住宅物 業的住客或其真實賓客、訪客或所邀請者之車輛之 外的其他用途,且該等車位不得用作儲存、展示或 展覽供出售或作他用的車輛或作汽車清洗及美容的 服務。
 - (ii) 訪客停車位不得用作停泊按《道路交通條例》、其 附屬規例及修訂條例獲發牌及屬於發展項目住宅物 業的住客的真實賓客、訪客或所邀請者之車輛之外 的其他用途,且該等車位不得用作儲存、展示或展 覽供出售或作他用的車輛或作汽車清洗及美容的服 務。
 - (iii) 住客電單車停車位不得用作停泊按《道路交通條例》、其附屬規例及修訂條例獲發牌及屬於發展項目住宅物業的住客或其真實賓客、訪客或所邀請者之電單車之外的其他用途,且該等車位不得用作儲存、展示或展覽供出售或作他用的車輛或作汽車清洗及美容的服務。
 - (iv) 傷健人士停車位不得用作停泊供傷健人士(按《道路交通條例》、其附屬規例及任何修訂法例定義) 使用且屬於發展項目內的住宅物業的住客或佔用人及其真實賓客、訪客及所邀請者之車輛之外的其他用途,且該等車位不得用作儲存、展示或展覽供出售或作他用的車輛或作汽車清洗及美容的服務。
 - (v) 上落貨車位不得用作供與發展項目有關之貨車上落 貨之外的其他用途。
 - (vi) 路旁停車處不得用作供乘客從(視乎何種情況而定)巴士、小型巴士或車輛(包括的士)上落之外的其他用途。
- (q) 承授人須於任何時候,特別是於進行建設、保養、 更新或維修工作(「該等工程」)時,採取或安排採取恰當及足夠的謹慎、技術及預防措施,以免使置於或行經該地段或其任何部分或其任何部分之上、之下或旁邊的任何政府或其他現存的排水、航道或水道、管道、道路、行人徑、街道設施、下水道、溝渠、管道等、電纜、電線、公用服務或任何其他的工程或裝置(「該等裝備」)遭受損壞、干擾或阻礙。承授人須於進行任何該等工程前進行或安排進行所需的適當搜查及勘探,以等工程影響之該等裝備之位置及高度,及須就如何處理或會受該等工程影響之該等裝備向署長提交書面建議書供其就各方面批核,且不得於署長就該等工程及上述建議書發出書面批准前進行任何工程。承授人須遵守及自費達成署何於發出上述批准時可就該等裝備施加的要求,包括任何

- 必要的改道、重鋪或復修的成本。承授人須自費在各方面維修、修復及復原所有由該等工程以任何方式引起的對該地段或其任何部分造成的損壞、干擾或阻礙,至使署長滿意(溝渠、下水道、雨水渠或主水管除外,其之修復須由署長進行(除非署長另有決定),且承授人須應政府要求向其繳付上述工程之費用)。若承授人未能對該地段或其任何部分或其任何部分或任何該等裝備進行任何所需之改道、重鋪、維修、修復及復原至使署長滿意,署長可進行其認為有需要之改道、重鋪、維修、修復及復原,且承授人須應政府要求向其繳付上述工程之費用。
- (r) 當承授人未能或忽略履行、遵守或符合批地文件,政府有權收回及重新管有土地或其任何部分以及所有或任何於該土地或其任何部分上之建築物、豎設物及工程。當土地被收回:(a)承授人在該土地被收回之部分之權利將完全地告停止和終止;(b)承授人無權獲得任何地價退款、就該土地及其上之建築物的價值之任何款項或賠償,或承授人在整地、地盤平整或發展該土地中花費的任何金額;及(c)政府之任何其他權利、濟助及申索將不受影響。

附註:本節中提述「承授人」一詞指根據批地文件中的買方和如 文意允許或要求包括其遺囑執行人、遺產管理人、承讓人及(如為 法團)其繼承人和承讓人。

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

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

9 GOVERNMENT RENT 地 税

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

車位擁有人有法律責任繳付該車位直至該車位買賣完成日(包括該日)為止之地税。

10

MISCELLANEOUS PAYMENTS BY PURCHASER 買方的雜項付款

On the delivery of the vacant possession of the parking space to the purchaser, the purchaser is liable to reimburse the Vendor for a due proption 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,不論於本銷售説明印製日期按金之金額已經確定與否。

11

DEFECT LIABILITY WARRANTY PERIOD 欠妥之處的保養責任期

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

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

12 MAINTENANCE OF SLOPES 斜坡維修

Not Applicable. 不適用。

13 ADDITIONAL INFORMATION 附加資料

- 1. The purchaser is required to agree with the Vendor in the Agreement for Sale and Purchase to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the Parking Space, sub-sell the Parking Space or transfer the benefit of the Agreement for Sale and Purchase of the Parking Space in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
- 2. If the Vendor, at the request of the purchaser under an Agreement for Sale and Purchase of the Parking Space, agrees (at its own discretion) to cancel the Agreement for Sale and Purchase or the obligations of the purchaser under the Agreement for Sale and Purchase, the Vendor is entitled to retain the sum of 5% of the purchase price and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement for Sale and Purchase.
- 3. The purchaser who has signed an Agreement for Sale and Purchase has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.

- 1. 買方須與賣方於正式買賣合約的協議,除可用作按揭或押記外,買方不會於完成正式買賣合約之成交及簽署轉讓契之前,以任何方式,或訂立任何協議以達至,提名任何人士接受轉讓車位,或轉讓該車位,或轉移該車位的正式合約的權益。
- 2. 如車位正式買賣合約的買方有此要求,並獲賣方(按其自己的酌情決定)同意之情況下取消正式 買賣合約或買方於該正式買賣合約所承擔之責任,賣方有權保留相等於該車位售價百份之五的款 額。同時買方亦須額外付予賣方或付還賣方(視情況而定)全部就取消該正式買賣合約須付之律師 費、收費及代墊付費用(包括任何須繳付之印花稅)。
- 已簽署正式買賣合約的買方有權要求查閱一份有關完成興建發展項目所需的建築費用及專業費用總額的最新資料,及有關直至詢問時的上一個月底為止已動用及支付的建築費用及專業費用總額,並可於提出要求及在支付不超過港幣一百元象徵式費用後獲提供該資料的副本。

Capri Sales Brochure For Parking Space Capri 車位銷售説明書

Examination record 檢視記錄

Examination / Revision Date 檢視 / 修改日期	Page Number 頁次	Revision Made 所作修改
10 August 2016 2016年8月10日	5-6	Floor plans of parking spaces in the development are revised 修改發展項目中的停車位的樓面平面圖
8 November 2016 2016年11月8日	5-6	Floor plans of parking spaces in the development are revised 修改發展項目中的停車位的樓面平面圖
6 February 2017 2017年2月6日	5-6	Floor plans of parking spaces in the development are revised 修改發展項目中的停車位的樓面平面圖
	2	The paragraph of "Estimated material date for the Development as provided by the Authorized Person" is updated. 更新「發展項目的認可人士提供的發展項目的預計關鍵日期」一段
7 August 2017 2017年8月7日	3	The paragraph of "The licensed bank or registered deposit-taking company authorized under section 16 of the Banking Ordinance that has made a loan, or has undertaken to provide finance, for the construction of the development" is updated. 更新「已為發展項目的建造提供貸款或已承諾為該項建造提供融資的獲《銀行業條例》第16條認可的持牌銀行或註冊接受存款公司」一段



