

# ST GEORGE'S MANSIONS

KADOORIE AVENUE

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Sales Brochure For Parking Space  
車位銷售說明書



# ST GEORGE'S MANSIONS

KADOORIE AVENUE

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# INFORMATION ON THE DEVELOPMENT

## 發展項目的資料

### Name of the Development

St. George's Mansions

### 發展項目的名稱

St. George's Mansions

### The name of the street at which the Development is situated and the street number allocated by the Commissioner of Rating and Valuation for the purpose of distinguishing the Development

24A Kadoorie Avenue\*

### 發展項目所位於的街道的名稱及由差餉物業估價署署長為識別發展項目的目的而編配的門牌號數

嘉道理道24A號\*

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

\*此臨時門牌號數有待發展項目建成時確認。

### The estimated material date for the Development, as provided by the Authorized Person for the Development

31 August 2022

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 (under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase) without limiting any other means by which the completion of the Development may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Development has been completed or is deemed to be completed (as the case may be).

### 由發展項目的認可人士提供的發展項目的預計關鍵日期

2022年8月31日

預計關鍵日期，是受到買賣合約所允許的任何延期所規限的。

為買賣合約的目的（根據批地文件，進行該項買賣，需獲地政總署署長同意），在不局限任何其他可用以證明發展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，即為發展項目已落成或當作已落成（視屬何情況而定）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

CLP Property Investment Limited (as “Owner”)  
Pacific Shine Limited (as “person so engaged”)

#### Notes:

“Owner” means the legal or beneficial owner of the parking spaces in the Development.

“Person so engaged” means the person engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development.

### Holding companies of the Owner (CLP Property Investment Limited)

CLP Properties Limited  
CLP Holdings Limited

### Holding companies of the person so engaged (Pacific Shine Limited)

Tsim Sha Tsui Properties Limited  
Sino Land Company Limited  
King Chance Development Limited  
World Focus Development Limited

### Authorized Person for the Development

Cheng Yan Ying Grace

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

AGC Design 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 parking spaces in the Development

Mayer Brown  
Woo Kwan Lee & Lo

### 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

China Construction Bank (Asia) Corporation Limited

### Other person who has made a loan for the construction of the Development

King Chance Development Limited

### 賣方

中電地產投資有限公司（作為「擁有人」）  
寶勢有限公司（作為「如此聘用的人」）

#### 備註:

「擁有人」指發展項目停車位的法律上的擁有人或實益擁有人。

「如此聘用的人」指擁有人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。

### 擁有人（中電地產投資有限公司）的控權公司

中電地產有限公司  
中電控股有限公司

### 如此聘用的人（寶勢有限公司）的控權公司

尖沙咀置業集團有限公司  
信和置業有限公司  
會連發展有限公司  
華鋒發展有限公司

### 發展項目的認可人士

鄭恩瑩

### 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

創智建築師有限公司

### 發展項目的承建商

Gammon Engineering & Construction Company Limited

### 就發展項目中的停車位的出售而代表擁有人行事的律師事務所

孖士打律師行  
胡關李羅律師行

### 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

中國建設銀行（亞洲）股份有限公司

### 已為發展項目的建造提供貸款的其他人

會連發展有限公司

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

(a)	The Owner or the person so engaged or a building contractor for the Development is an individual, and that Owner or person so engaged or contractor is an immediate family member of an authorized person for the Development. 擁有人或如此聘用的人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 Owner or the person so engaged or a building contractor for the Development is a partnership, and a partner of that Owner or person so engaged or contractor is an immediate family member of such an authorized person. 擁有人或如此聘用的人或該發展項目的承建商屬合夥，而該擁有人或如此聘用的人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 Owner or the person so engaged or a building contractor for the Development is a corporation, and a director or the secretary (company secretary) of that Owner or person so engaged or contractor (or a holding company of that Owner or person so engaged) is an immediate family member of such an authorized person. 擁有人或如此聘用的人或該發展項目的承建商屬法團，而該擁有人或如此聘用的人或承建商（或該擁有人或如此聘用的人的控權公司）的董事或秘書（公司秘書）屬上述認可人士的家人。	No 沒有
(d)	The Owner or the person so engaged or a building contractor for the Development is an individual, and that Owner or person so engaged or contractor is an immediate family member of an associate of such an authorized person. 擁有人或如此聘用的人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 Owner or the person so engaged or a building contractor for the Development is a partnership, and a partner of that Owner or person so engaged or contractor is an immediate family member of an associate of such an authorized person. 擁有人或如此聘用的人或該發展項目的承建商屬合夥，而該擁有人或如此聘用的人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 Owner or the person so engaged or a building contractor for the Development is a corporation, and a director or the secretary (company secretary) of that Owner or person so engaged or contractor (or a holding company of that Owner or person so engaged) is an immediate family member of an associate of such an authorized person. 擁有人或如此聘用的人或該發展項目的承建商屬法團，而該擁有人或如此聘用的人或承建商（或該擁有人或如此聘用的人的控權公司）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 沒有
(g)	The Owner or the person so engaged or a building contractor for the Development is an individual, and that Owner or person so engaged 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. 擁有人或如此聘用的人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擁有人行事的律師事務所行事的經營人的家人。	Not applicable 不適用
(h)	The Owner or the person so engaged or a building contractor for the Development is a partnership, and a partner of that Owner or person so engaged 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. 擁有人或如此聘用的人或該發展項目的承建商屬合夥，而該擁有人或如此聘用的人或承建商的合夥人屬就發展項目內的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。	Not applicable 不適用
(i)	The Owner or the person so engaged or a building contractor for the Development is a corporation, and a director or the secretary (company secretary) of that Owner or person so engaged or contractor (or a holding company of that Owner or person so engaged) is an immediate family member of a proprietor of such a firm of solicitors. 擁有人或如此聘用的人或該發展項目的承建商屬法團，而該擁有人或如此聘用的人或承建商（或該擁有人或如此聘用的人的控權公司）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 沒有
(j)	The Owner, a holding company of the Owner, the person so engaged, a holding company of the person so engaged, 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 Owner, person so engaged, holding company or contractor. 擁有人、擁有人的控權公司、如此聘用的人、如此聘用的人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擁有人、如此聘用的人、控權公司或承建商最少10%的已發行股份。	No 沒有

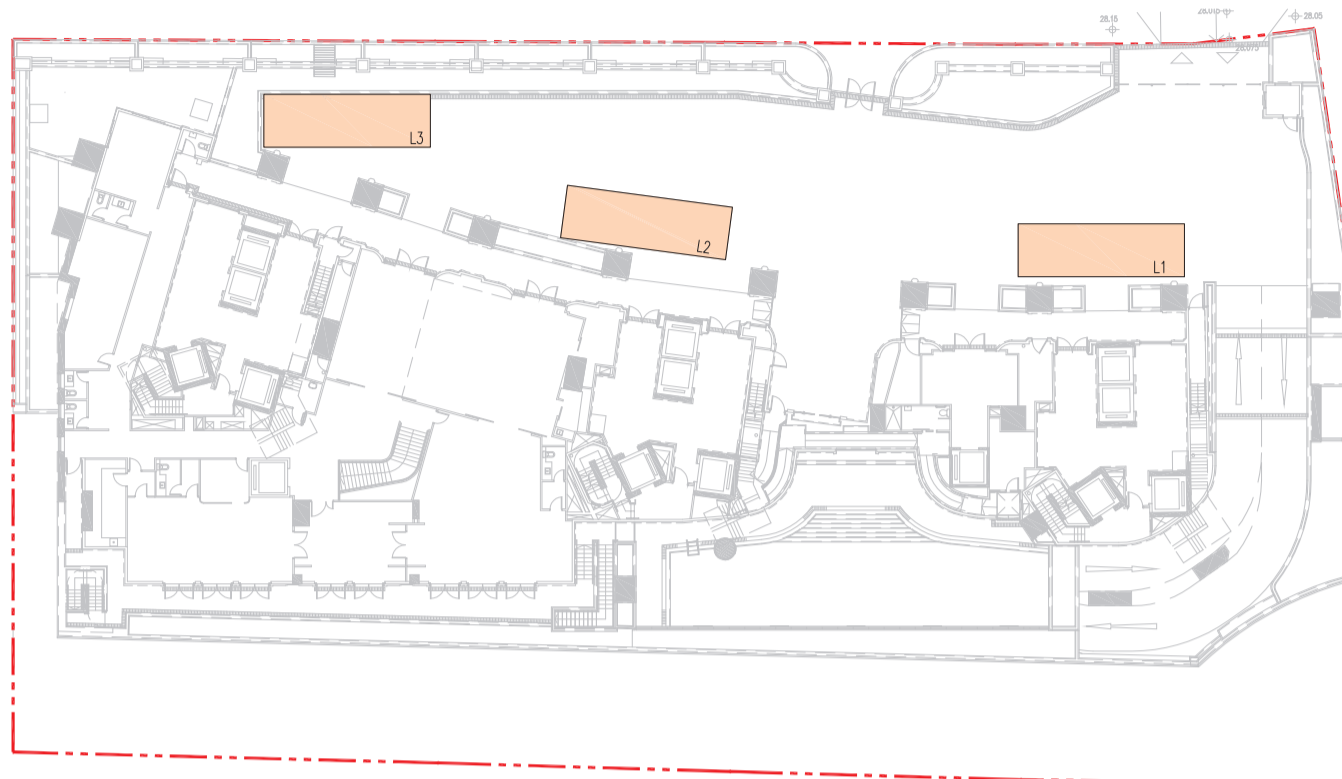
## RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT 有參與發展項目的各方的關係

(k)	<p>The Owner, a holding company of the Owner, the person so engaged, a holding company of the person so engaged 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 Owner, person so engaged, holding company or contractor.</p> <p>擁有人、擁有人的控權公司、如此聘用的人、如此聘用的人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擁有人、如此聘用的人、控權公司或承建商最少1%的已發行股份；</p>	No 沒有
(l)	<p>The Owner, the person so engaged 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 Owner, person so engaged or contractor or of a holding company of that Owner or person so engaged.</p> <p>擁有人、如此聘用的人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擁有人、如此聘用的人、承建商或該擁有人或如此聘用的人的控權公司的僱員、董事或秘書（公司秘書）。</p>	No 沒有
(m)	<p>The Owner, the person so engaged or a building contractor for the Development is a partnership, and such an authorized person, or such an associate, is an employee of that Owner, person so engaged or contractor.</p> <p>擁有人、如此聘用的人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擁有人、如此聘用的人或承建商的僱員。</p>	Not applicable 不適用
(n)	<p>The Owner, a holding company of the Owner, the person so engaged, a holding company of the person so engaged, 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 Owner, person so engaged, holding company or contractor.</p> <p>擁有人、擁有人的控權公司、如此聘用的人、如此聘用的人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擁有人行事的律師事務所的經營人持有該擁有人、如此聘用的人、控權公司或承建商最少10%的已發行股份。</p>	No 沒有
(o)	<p>The Owner, a holding company of the Owner, the person so engaged, a holding company of the person so engaged, 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 Owner, person so engaged, holding company or contractor.</p> <p>擁有人、擁有人的控權公司、如此聘用的人、如此聘用的人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擁有人、如此聘用的人、控權公司或承建商最少1%的已發行股份。</p>	No 沒有
(p)	<p>The Owner, the person so engaged 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 Owner, person so engaged or contractor or of a holding company of that Owner or person so engaged.</p> <p>擁有人、如此聘用的人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擁有人、如此聘用的人或承建商或該擁有人或如此聘用的人的控權公司的僱員、董事或秘書（公司秘書）。</p>	No 沒有
(q)	<p>The Owner or person so engaged or a building contractor for the Development is a partnership, and a proprietor of such a firm of solicitors is an employee of that Owner, person so engaged or contractor.</p> <p>擁有人、如此聘用的人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擁有人、如此聘用的人或承建商的僱員。</p>	Not applicable 不適用
(r)	<p>The Owner, the person so engaged 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 Owner, person so engaged or contractor or of a holding company of that Owner or person so engaged.</p> <p>擁有人、如此聘用的人或發展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擁有人、如此聘用的人或承建商或該擁有人或該如此聘用的人的控權公司的有聯繫法團。</p>	No 沒有
(s)	<p>The Owner, the person so engaged or a building contractor for the Development is a corporation, and that contractor is an associate corporation of that Owner, person so engaged or of a holding company of that Owner or person so engaged.</p> <p>擁有人、如此聘用的人或該發展項目的承建商屬法團，而該承建商屬該擁有人、如此聘用的人或該擁有人或該如此聘用的人的控權公司的有聯繫法團。</p>	No 沒有

# FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

## 發展項目的停車位的樓面平面圖

G/F  
地下



LG4/F  
低層地下4樓



Boundary of the Development  
發展項目的界線

Scale : 0米/M 20米/M  
比例 :

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

Floor 層數	Category of parking space 停車位類別	Number 數目	Dimensions (LxW)(m) 尺寸(長x闊)(米)	Area of each parking space (sq.m) 每個停車位面積(平方米)
G/F 地下	Residential Loading and Unloading Bay 住宅上落貨處	3	11 x 3.5	38.5
LG4/F 低層地下 4樓	Residential Parking Space 住宅停車位	44	5.0 x 2.5	12.5
	Residential Motor Cycle Parking Space 住宅電單車停車位	6	2.4 x 1.0	2.4



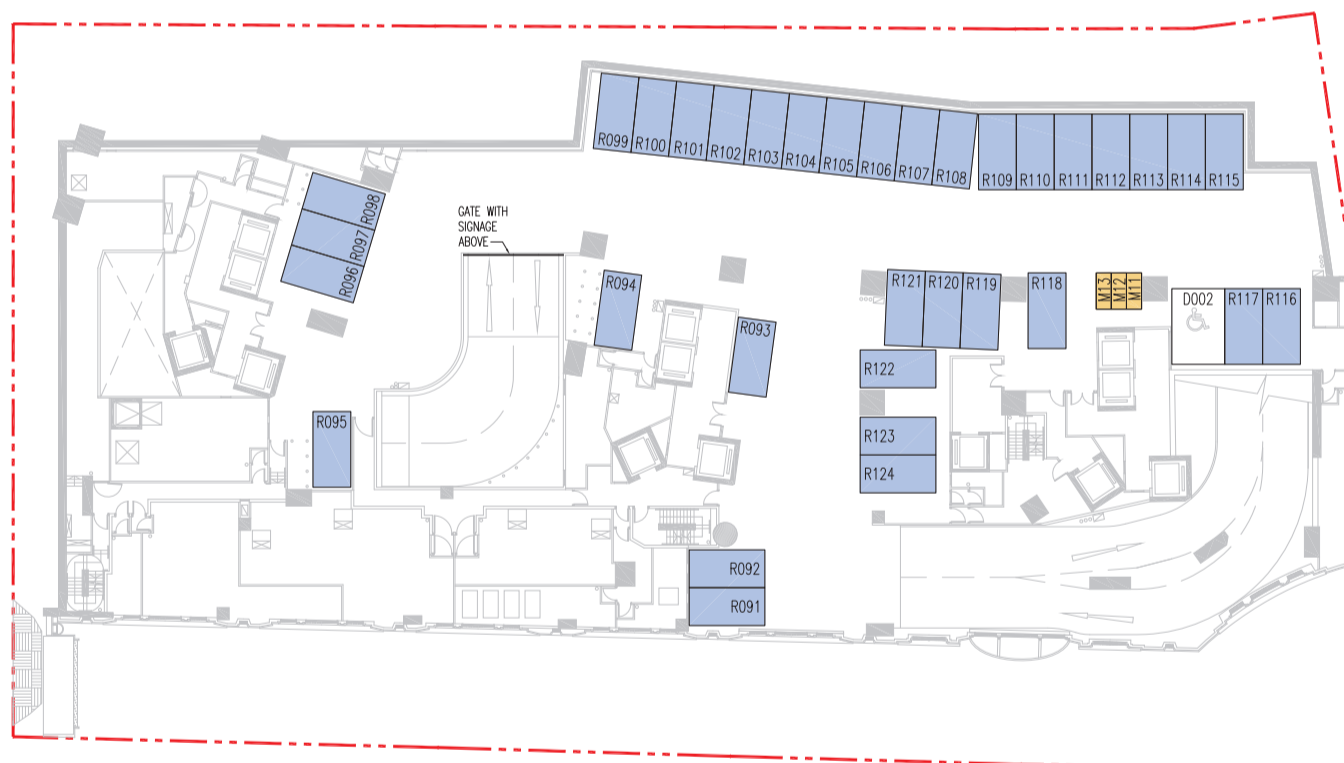
# FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

## 發展項目的停車位的樓面平面圖

LG3/F  
低層地下3樓



LG2/F  
低層地下2樓



Boundary of the Development 發展項目的界線  
Scale : 0米/M 20米/M  
比例 :

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

Floor 層數	Category of parking space 停車位類別	Number 數目	Dimensions (LxW)(m) 尺寸(長x闊)(米)	Area of each parking space (sq.m) 每個停車位面積(平方米)
LG3/F 低層地下3樓	Residential Parking Space 住宅停車位	46	5.0 x 2.5	12.5
	Residential Motor Cycle Parking Space 住宅電單車停車位	4	2.4 x 1.0	2.4
	Parking Space for the Disabled Persons 傷健人士停車位	1	5.0 x 3.5	17.5
LG2/F 低層地下2樓	Parking Space for the Disabled Persons 傷健人士停車位	1	5.0 x 3.5	17.5
	Residential Parking Space 住宅停車位	34	5.0 x 2.5	12.5
	Residential Motor Cycle Parking Space 住宅電單車停車位	3	2.4 x 1.0	2.4

## SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

### 臨時買賣合約的摘要

- (a) A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase.
  - (b) 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.
  - (c) If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement -
    - (i) 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.
- (a) 在簽署臨時買賣合約時須支付款額為5%的臨時訂金。
  - (b) 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。
  - (c) 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約 -
    - (i) 該臨時合約即告終止；
    - (ii) 有關的臨時訂金即予沒收；及
    - (iii) 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

### 1. Number of undivided shares assigned to each parking space in the Development

No. of Residential Car Parking Spaces	No. of Undivided Share/ Management Share
124 Residential Parking Spaces	13 each
13 Residential Motor Cycle Parking Space	2 each

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

- (a) Each Owner of a Residential Car Parking Space shall contribute his due proportion of the budgeted management expenses under the first part of the annual budget (being the part of the annual budget in respect of the development common areas and facilities) which proportion shall be equal to the management shares (please refer to the table above for the number of management shares assigned to each Residential Car Parking Space) of his Residential Car Parking Space divided by the total management shares of the Development.
- (b) Each Owner of a Residential Parking Space shall contribute a fraction of a fair proportion of the budgeted management expenses under the third part of the annual budget (being the part of the annual budget in respect of the residential carpark common areas and facilities), in which, (i) the numerator of the said fraction shall be the management shares of his Residential Parking Space and the denominator shall be the total management shares of all Residential Parking Spaces and all Residential Motor Cycle Parking Spaces and (ii) the said fair proportion shall be 89.51%.
- (c) Each Owner of a Residential Motor Cycle Parking Space shall contribute a fraction of a fair proportion of the budgeted management expenses under the third part of the annual budget (being the part of the annual budget in respect of the residential carpark common areas and facilities), in which, (i) the numerator of the said fraction shall be the management shares of his Residential Motor Cycle Parking Space and the denominator shall be the total management shares of all Residential Parking Spaces and all Residential Motor Cycle Parking Spaces and (ii) the said fair proportion shall be 1.80%.
- (d) Each Owner of a Residential Unit and each Owner of a Residential Car Parking Space shall contribute to the budgeted management expenses under the fourth part of the annual budget (being the part of the annual budget in respect of the residential & residential carpark common areas and facilities) which proportion shall be equal to the management shares of his Residential Unit and his Residential Car Parking Space divided by the total management shares of all Residential Units and all Residential Car Parking Spaces.

### 3. The basis on which the management fee deposit is fixed

The amount of management fee deposit shall be a sum equal to 2/12th of the first year's budgeted management expenses payable in respect of a Residential Car Parking Space.

Note: For full details, please refer to the draft DMC which is free for inspection during opening hours at the sales office. Full script of the draft DMC is available for inspection upon request and copies of the draft DMC can be obtained upon paying necessary photocopying charges.

### 1. 分配予發展項目中的每個停車位的不可分割份數的數目

住宅車位的數目	不分割份數/ 管理份數的數目
124 個住宅停車位	(每個) 13
13 個住宅電單車停車位	(每個) 2

### 2. 在發展項目中的車位擁有人之間分擔管理開支的基準

- (a) 每名住宅車位業主須分擔其在年度預算第一部分（即有關發展項目公用地方及設施的年度預算的部分）規定的預算管理開支中的適當比例，該比例相等於其住宅車位的管理份數（關於分配予發展項目每個住宅車位的管理份數數額，請參閱上表）除以發展項目的管理份數總數。
- (b) 每名住宅停車位業主須分擔其在年度預算第三部分（即有關住宅停車場公用地方及設施的年度預算的部分）規定的預算管理開支中一個公平比例的分數，(i) 該分數的分子是其住宅停車位的管理份數，分母則為所有住宅停車位及所有住宅電單車停車位的管理份數總數，及(ii) 所述的公平比例為89.51%。
- (c) 每名住宅電單車停車位業主須分擔其在年度預算第三部分（即有關住宅停車場公用地方及設施的年度預算的部分）規定的預算管理開支中一個公平比例的分數，(i) 該分數的分子是其住宅電單車停車位的管理份數，分母則為所有住宅停車位及所有住宅電單車停車位的管理份數總數，及(ii) 所述的公平比例為1.80%。
- (d) 每名住宅單位業主及每名住宅車位業主須分擔其在年度預算第四部分（即有關住宅與住宅停車場公用地方及設施的年度預算的部分）規定的預算管理開支，分擔之比例相等於其住宅單位及住宅車位的管理份數除以所有住宅單位及所有住宅車位的管理份數總數。

### 3. 計算管理費按金的基準

管理費按金的金額相等於每個住宅車位應繳的首年預算管理開支十二分之二。

註：請查閱公契擬稿以了解全部詳情。公契擬稿現存於售樓處，在開放時間可供免費查閱。公契擬稿的全文可應要求提供，並可在支付必要的影印費用後取得公契擬稿副本。

# SUMMARY OF LAND GRANT

## 批地文件的摘要

### A. Lot number of the land on which the Development is situated

1. The Development is constructed on The Remaining Portion of Kowloon Inland Lot No. 6035, The Remaining Portion of Kowloon Inland Lot No. 6036, The Remaining Portion of Kowloon Inland Lot No. 6037 and The Remaining Portion of Kowloon Inland Lot No. 6038 (collectively, the “**Lots**”) which is respectively held under the following:-

- (a) In respect of The Remaining Portion of Kowloon Inland Lot No. 6035, the Government lease dated 29 July 1949 as varied, modified or supplemented by a Letter dated 3 October 1958 and registered in the Land Registry by Memorial No. UB283426;
- (b) In respect of The Remaining Portion of Kowloon Inland Lot No. 6036, the Government lease dated 29 July 1949 as varied, modified or supplemented by a Letter dated 3 October 1958 and a Deed of Variation dated 5 November 1970 and registered in the Land Registry by Memorial Nos. UB283426 and UB773079 respectively;
- (c) In respect of The Remaining Portion of Kowloon Inland Lot No. 6037, the Government lease dated 29 July 1949 as varied, modified or supplemented by two Deeds of Variation dated 7 November 1969 and 5 November 1970 and registered in the Land Registry by Memorial Nos. UB702558 and UB773080 respectively;
- (d) In respect of The Remaining Portion of Kowloon Inland Lot No. 6038, the Government lease dated 29 July 1949 as varied, modified or supplemented by a Deed of Variation dated 22 February 1971 and registered in the Land Registry by Memorial No. UB791993,

all as varied or modified by a Consent Letter (the “**Consent Letter**”) dated 6 March 2018 and registered in the Land Registry by Memorial No. 18031601080025 (collectively, the “**Land Grant**”).

### B. Term of years

2. The Lots are granted for a term of 75 years commencing from 16 November 1931, renewable for a further term of 75 years.

### C. User restrictions applicable to the Lots

3. The Land Grant stipulates that:-

“...And that the said Lessee or any other person or persons shall not nor will during the continuance of this demise use exercise or follow in or upon the demised premises or any part thereof the trade or business of a Brazier Slaughterman Soap-maker Sugar-baker Fellmonger Melter of tallow Oilman Butcher Distiller Victualler or Tavern-keeper Blacksmith Nightman Scavenger or any other noisy noisome or offensive trade or business whatever without the previous licence of His said Majesty signified in writing by the Governor or other person duly authorized in that behalf...”

4. Condition No. (2) of the third schedule to the Consent Letter stipulates that:-

“Subject to the terms and conditions herein contained and the covenants and conditions contained in the Leases, the Site 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 together with the Connection Corridor referred to in Condition No. (18) (a)(i) hereof and the Adjoining Site Facilities referred to in Condition No. (18)(a)(ii) hereof and in particular, any residential units in the building or buildings erected or to be erected on the Site shall not be used for any purpose other than for private residential purposes.”

5. Condition No. (5) of the third schedule to the Consent Letter stipulates that:-

“Except with the prior written consent of the Director, no building or structure or support for any building or structure shall be erected, constructed or placed on, over, under, above, below or within the area shown hatched black on the plan marked “PLAN B” annexed hereto (hereinafter referred to as “Non-building Area”) except:-

- (a) boundary walls or fences or both;
- (b) a basement floor or floors under the ground level of the Non-building Area; and
- (c) any access road, ramp or other structure on the ground level of the Non-building Area, which is necessary for the right of ingress to or egress from the Site between the points X and Y through Z referred to in Condition No. (26) hereof, as may be approved by the Director.

For the purpose of this Condition, the decision of the Director as to what constitutes the ground level of the Non-building Area and what constitutes access road, ramp or other structure, and as to whether any access road, ramp or other structure is necessary for the right of ingress to or egress from the Site between the points X and Y through Z referred to in Condition No. (26) hereof, shall be final and binding on you.”

### D. Restriction on alienation of the parking spaces

6. Condition No. (21) of the third schedule to the Consent Letter stipulates that:-

“(a) Notwithstanding that the terms and conditions herein contained 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 Site 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 Site; or

(II) to a person who is already the owner of undivided shares in the Site 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 Site; or

(ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the Site,

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 Site.

(b) Notwithstanding sub-clause (a) of this Condition, you 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 CLP Holdings Limited.

(c) Sub-clause (a) of this Condition shall not apply to an assignment, underletting, mortgage or charge of the Site as a whole.”

## SUMMARY OF LAND GRANT

### 批地文件的摘要

#### E. Lease conditions that are onerous to a purchaser of parking space

7. Condition No. (18) of the third schedule to the Consent Letter stipulates that:-

“(a) You shall at your own expense and in all respects to the satisfaction of the Director provide, construct and maintain within the Site:

(i) a connection corridor for the purpose of providing access to and from the Adjoining Site or any part or parts thereof in relation to the use of the Adjoining Site Parking Spaces and the Adjoining Site Facilities referred to in sub-clause (a)(ii) of this Condition and for the purpose of emergency escape for the Adjoining Site through the Site as may be required or approved by the Director (herein referred to as “the Connection Corridor”); and

(ii) all the areas and facilities exclusively serving the Adjoining Site, including but not limited to accommodation for refuse collection, storage and disposal, and accommodation for fire preventing and fire fighting (comprising sprinkler tanks, fire services tanks and pump rooms), and such other areas and spaces as may be required or approved by the Director (herein collectively referred to as “the Adjoining Site Facilities”) for the exclusive use by the Lessee of the Adjoining Site for such purpose or purposes as may be approved in writing by the Director.

(b) For the purpose of sub-clauses (a)(i) and (a)(ii) of this Condition, the decision of the Director as to what constitutes:

(i) connection corridor;

(ii) emergency escape;

(iii) areas and facilities exclusively serving the Adjoining Site;

(iv) accommodation for refuse collection, storage and disposal;

(v) accommodation for fire preventing and fire fighting; and

(vi) other areas and spaces

shall be final and binding on you.

(c) The Connection Corridor and the Adjoining Site Facilities shall not be used for any purpose other than for such purpose or purposes as may be approved in writing by the Director in accordance with sub-clauses (a)(i) and (a)(ii) of this Condition respectively.”

8. Condition No. (19) of the third schedule to the Consent Letter stipulates that:-

“(a) You shall permit the Lessee, and the Lessee’s bona fide guests, visitors or invitees to the Adjoining Site, to have free and uninterrupted access to, from and through such part or parts of the Site or any building or buildings erected or to be erected on the Site for the purpose of gaining access to and from the Adjoining Site or any part or parts thereof in relation to the use of the Connection Corridor, the Adjoining Site Parking Spaces and the Adjoining Site Facilities (the Connection Corridor, the Adjoining Site Parking Spaces and the Adjoining Site Facilities are hereinafter collectively referred to as “the Adjoining Site Spaces and Facilities”) and for the purpose of emergency escape through the Site as may be required or approved by the Director.

(b) It is hereby expressly agreed, declared and provided that by imposing the obligation on your part contained in sub-clause (a) of this Condition neither you intend to dedicate nor the Government consents to any dedication of the Adjoining Site Spaces and Facilities or any part or parts thereof or any part or parts of the Site to the public for the right of passage.

(c) It is expressly agreed and declared that the obligation on your part contained in sub-clause (a) of this Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt you expressly waive any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.”

Note: Please refer to the Land Grant for full details. A copy of the Land Grant is available for inspection free of charge during opening hours at the sales office upon request and copies will be provided on payment of photocopying charges.

# SUMMARY OF LAND GRANT

## 批地文件的摘要

### A. 發展項目所位於的土地的地段編號

1. 發展項目興建於九龍內地段 6035 號餘段、九龍內地段 6036 號餘段、九龍內地段 6037 號餘段及九龍內地段 6038 號餘段（合稱「該等地段」），其分別按以下政府租契被持有：

- (a) 就九龍內地段 6035 號餘段而言，指日期為 1949 年 7 月 29 日的政府租契，其根據日期為 1958 年 10 月 3 日的文書（於土地註冊處以註冊摘要編號 UB283426 註冊）予以更改、修改或補充；
- (b) 就九龍內地段 6036 號餘段而言，指日期為 1949 年 7 月 29 日的政府租契，其根據日期為 1958 年 10 月 3 日的文書和日期為 1970 年 11 月 5 日的契據修訂書（於土地註冊處分別以註冊摘要編號 UB283426 和 UB773079 註冊）予以更改、修改或補充；
- (c) 就九龍內地段 6037 號餘段而言，指日期為 1949 年 7 月 29 日的政府租契，其根據日期為 1969 年 11 月 7 日和日期為 1970 年 11 月 5 日的兩項契據修訂書（於土地註冊處分別以註冊摘要編號 UB702558 和 UB773080 註冊）予以更改、修改或補充；
- (d) 就九龍內地段 6038 號餘段而言，指日期為 1949 年 7 月 29 日的政府租契，其根據日期為 1971 年 2 月 22 日的契據修訂書（於土地註冊處以註冊摘要編號 UB791993 註冊）予以更改、修改或補充；

以上各項均已經以日期為 2018 年 3 月 6 日的同意書（「同意書」）（於土地註冊處以註冊摘要編號 18031601080025 註冊）更改或修改（合稱「批地文件」）。

### B. 年期

2. 該等地段的批地年期是從 1931 年 11 月 16 日起計 75 年，可續展另一個 75 年期限。

### C. 適用於該等地段的用途限制

3. 批地文件規定：

「……未經港督或妥為獲得授權行事的其他人以書面方式表示英皇陛下已經許可前，該承租人或任何其他一人或多人不得亦不會在本批租存續期間內使用、行使或接續於批租的處所或其任何部分從事或經營銅工、屠宰商、肥皂製造商、製糖商、獸皮商、溶脂商、油料商、售肉商、釀酒商、食物供應商或旅館店主、鐵匠、掏糞工、垃圾清理者或任何其他發出噪音或惡臭或令人厭惡的行業或業務……」

4. 同意書第三附表的第 (2) 號條件規定：

「除本文件所載條款及條件和租契所載契諾及條件另有規定外，場地或其任何部分或已經或將會建於其上的任何建築物或任何建築物的部分，均不得用於除私人住宅用途連同本文件第 (18)(a)(i) 號條件所述的連廊和本文件第 (18)(a)(ii) 號條件所述的毗連場地設施以外的任何其他用途，尤其是，已經或將會建於場地上的一幢或多幢建築物內的任何住宅單位不得用於除私人住宅用途以外的任何其他用途。」

5. 同意書第三附表的第 (5) 號條件規定：

「除得到署長事先書面同意外，不得在附於本文件標明為「圖則 B」的圖則上以黑斜線顯示的範圍（下稱「非建築範圍」）之

上、之下或之內建立、興建或放置任何建築物或構築物，或任何建築物或構築物的支撐物，但以下各項除外：

- (a) 圍牆或圍欄或兩者；
- (b) 在非建築範圍地面之下的一層或多層地庫；及
- (c) 經署長批准的非建築範圍地面上任何通路、斜道或其他構築物，其乃本文件第 (26) 號條件所述 X 與 Y 點之間通過 Z 的場地進出權所必需者。

就本條件而言，署長對於甚麼構成非建築範圍的地面，甚麼構成通路、斜道或其他構築物，以及任何通路、斜道或其他構築物是否本文件第 (26) 號條件所述 X 與 Y 點之間通過 Z 的場地進出權屬必需而作出的決定，均是最終的並對貴方有約束力。」

### D. 對車位的轉讓限制

6. 同意書第三附表的第 (21) 號條件規定：

「(a) 儘管已遵守及符合本文件所載條款及條件以達至署長滿意程度，也不得將住宅停車位及電單車停車位：

- (i) 轉讓，除非：
  - (I) 連同賦予已經或將會建於場地上的一幢或多幢建築物內一個或多個住宅單位專用權及管有權的場地之不分割份數；或
  - (II) 轉讓予已經是場地之不分割份數的擁有人的人（該人對已經或將會建於場地上的一幢或多幢建築物內一個或多個住宅單位享有專用權及管有權）；或
- (ii) 分租（除非分租予已經或將會建於場地上的一幢或多幢建築物內住宅單位的住戶）。

但在任何情況下不得將總數超過三個的住宅停車位及電單車停車位轉讓予已經或將會建於場地上的一幢或多幢建築物內任何一個住宅單位的業主，或分租予已經或將會建於場地上的一幢或多幢建築物內任何一個住宅單位的住戶。

(b) 儘管有本條件 (a) 款，但貴方可以在取得署長事先書面同意下將所有住宅停車位和電單車停車位整體轉讓，但只可轉讓給中電控股有限公司全資擁有的附屬公司。

(c) 本條件 (a) 款的規定不適用於場地作為一個整體的轉讓、分租、按揭或押記。」

### E. 對車位買方造成負擔的租用條件

7. 同意書第三附表的第 (18) 號條件規定：

「(a) 貴方須自費並在所有方面達至署長滿意程度的情況下在場地內提供、興建和維持：

- (i) 經由署長要求或批准一條連廊，以就使用毗鄰場地停車位及本條件 (a)(ii) 款所述的毗鄰場地設施而為進出毗鄰場地或其任何一個或多個部分提供通道，以及用於通過場地的毗鄰場地緊急逃生（下稱「連廊」）；

## SUMMARY OF LAND GRANT

### 批地文件的摘要

(ii) 專門服務於毗鄰場地的所有範圍和設施，包括但不限於容納垃圾收集、存放及棄置的地方、容納防火及救火設備（包含灑水器水箱、消防水箱及泵房）的地方，以及經由署長要求或批准的其他範圍及空間（以下合稱「毗鄰場地設施」），以供毗鄰場地的承租人獨家用於署長以書面方式批准之一個或多個用途。

(b) 就本條件 (a)(i) 及 (a)(ii) 款而言，署長就甚麼構成以下各項而作出的決定：

(i) 連廊；

(ii) 緊急逃生；

(iii) 專門服務於毗鄰場地的範圍和設施；

(iv) 容納垃圾收集、存放及棄置的地方；

(v) 容納防火及救火設備的地方；及

(vi) 其他範圍及空間，

均是最終的並對貴方有約束力。

(c) 連廊和毗鄰場地設施不得用於除分別按照本條件 (a)(i) 及 (a)(ii) 款經由署長以書面方式批准的一個或多個用途以外的任何其他用途。」

8. 同意書第三附表的第 (19) 號條件規定：

「(a) 貴方須允許承租人及到訪毗鄰場地的承租人真正客人、訪客或受邀人，可以就使用連廊、毗鄰場地停車位及毗鄰場地設施（連廊、毗鄰場地停車位及毗鄰場地設施以下合稱「毗鄰場地空間與設施」）而進出毗鄰場地或其任何一個或多個部分之目的，以及為了通過場地緊急逃生之目的，自由地及不受間斷地進出或通過按署長要求或批准的在場地的一個或多個部分，或已經或將會建於場地上的任何一幢或多幢建築物。

(b) 特此明示同意、聲明及規定，對貴方施加本條件 (a) 款所載的義務，不表示貴方意圖將毗鄰場地空間與設施或其一個或多個部分或將場地的一個或多個部分撥供公眾通行權之用，而政府亦不同意如此撥用。

(c) 特此明示同意及聲明，本條件 (a) 款所載貴方的義務不會就額外的上蓋面積或地積比率的任何放寬或權利產生任何期望或申索，不論是根據《建築物（規劃）規例》第22(1)條規例或其任何修訂或替代或是根據其他方面，而且為免存疑，貴方明示放棄根據《建築物（規劃）規例》第22(1)條規例或其任何修訂或替代而就額外的上蓋面積或地積比率的任何放寬或權利的任何及所有申索。」

註：請參閱批地文件以了解全部詳情。完整的批地文件文本可於售樓處營業時間內作出要求後免費查閱，並可在支付影印費後取得複印本。

## WARNING TO PURCHASERS 對買方的警告

1. Purchasers are 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.
2. Further:
  - a. 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;
  - b. 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
  - c. that in the case of paragraph 2b(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. 特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。
2. 另：
  - a. 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；
  - b. 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；及
  - c. 如屬2b(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 will pay or has paid (as the case may be) all outstanding Government rent in respect of the parking space up to and including the date of completion of the sale and purchase of that parking space.

擁有人將會繳付或已繳付（視情況而定）有關停車位之地稅直至及包括該停車位之買賣成交日期。



## 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 Owner for the deposits for water, electricity and gas.

在向買方交付停車位在空置情況下的管有權時，買方須負責向擁有人補還水、電力及氣體的按金。

## DEFECT LIABILITY WARRANTY PERIOD

### 欠妥之處的保養責任期

The Owner 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 of the parking space, remedy any defects to that caused otherwise than by the act or neglect of the purchaser.

凡停車位有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則擁有人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 Development to maintain slope at their own cost.
2. The terms of the requirement, as stipulated in Condition No.(28) of the third schedule to the Consent Letter, 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 Site or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or redevelopment of the Site or any part thereof or any other works required to be done by you under the terms and conditions herein contained or under the covenants and conditions contained in the Leases, or for any other purpose, you shall at your 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 Site and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. You shall at all times during the term granted under the Leases maintain at your 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 Condition shall prejudice the Government's rights under the terms and conditions herein contained, in particular Condition No. (27) hereof, or under the covenants and conditions contained in the Leases.
  - (c) In the event that as a result of or arising out of any formation, levelling, redevelopment or other works done by you or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Site or from any adjacent or adjoining Government or leased land, you shall at your 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 the terms and conditions herein contained and of any covenants and conditions contained in the Leases, the Director shall be entitled by notice in writing to call upon you 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 you 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 you shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.”
3. Each of the owners is obliged to contribute towards the costs of the maintenance work.
4. Under the deed of mutual covenant, the Manager of the Development has the owners' authority to carry out the maintenance work.
5. The plan showing the slopes, slope treatment works, retaining walls and other structures (if any) within or outside the land on which the Development is situated as required by the Land Grant to be maintained by the owners is set out below.

1. 「批地文件」規定發展項目的業主須自費維修斜坡。
2. 該規定的條款於同意書第三附表的第(28)號條件規定如下：
  - (a) 如果存在或已經有任何土地被分割、清除或退讓，或存在或已經有任何堆積或堆填或任何類型的斜坡處理工程，不論有否經署長事先書面同意，亦不論是在場地內或任何政府土地內，旨在或關於構建、平整或重新發展場地或其任何部分，或貴方按本文件所載條款及條件或租契所載契諾及條件而須進行的任何其他工程，或作任何其他用途，貴方須自費進行與建設為了保護與承托場地內該土地和任何毗連或毗鄰政府土地或已出租土地，以及為了避免與防止其後發生任何塌方、山泥傾瀉或地陷而屬於或其後任何時間可能成為必要的斜坡處理工程、護土牆或其他承托物、保護物、排水或輔助工程或其他工程。在租契下授予的期限內的一切時候，貴方須自費保養該土地、斜坡處理工程、護土牆或其他承托物、保護物、排水或輔助工程或其他工程處於修葺良好堅固和狀況良好的狀態，以達至署長滿意程度。
  - (b) 本條件 (a) 款的任何規定無損於政府在本文件所載條款及條件下的權利，尤其是本文件第 (27) 號條件或租契所載契諾及條件下的權利。
  - (c) 若因任何構建、平整、重新發展或因貴方進行的其他工程或任何其他原因而在任何時候導致或引起任何塌方、山泥傾瀉或地陷，不論發生在或來自場地內的任何土地或任何毗連或毗鄰政府土地或已出租土地，貴方須自費作出補救及使之恢復原狀以達至署長滿意程度，並對上述塌方、山泥傾瀉或地陷造成政府和其代理人及承辦商承受、遭受或產生一切費用、收費、損害賠償、要求及索償作出彌償。
  - (d) 除了本文件所載任何條款及條件和租契所載任何契諾及條件遭違反因而有的在本文件中規定的任何其他權利或補救方法外，署長還有權發出書面通知要求貴方進行、修建及保養該土地、斜坡處理工程、護土牆或其他承托物、保護物及排水或輔助工程或其他工程，或將任何塌方、山泥傾瀉或地陷情況恢復原狀及作出補救。如貴方忽略或未能在該通知指定的期間內遵從該通知的要求以達至署長滿意程度，署長可立即執行與進行任何必要工程，而貴方須在被要求時補償政府因此產生的費用連同任何行政費與專業費用及收費。」
3. 每名業主均須分擔維修工程的費用。
4. 根據公契，發展項目的經理人獲業主授權進行維修工程。
5. 以下顯示「批地文件」要求業主維修發展項目所在的土地之內或之外的一切斜坡、斜坡護土工程、護土牆或其他構築物（如有）的圖則。

# MAINTENANCE OF SLOPES

## 斜坡維修



### LEGENDS 圖例

R Slopes and Retaining Walls  
斜坡和護土牆

----- Boundary of the Development  
發展項目的界線

Scale : 0米/M 20米/M  
比例 :

## ADDITIONAL INFORMATION

### 附加資料

1. The purchaser is required to agree with the Owner 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 that 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 Owner, at the request of the purchaser of a 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 Owner 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 Owner all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the agreement for sale and purchase.
  3. A purchaser who has signed an agreement for sale and purchase has a right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the development as well as the total construction costs and the total professional fees expended and paid as at the end of the month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
1. 買方須與擁有人於買賣合約協議，除了進行按揭或押記外，買方不會於成交及簽署轉讓契前，以任何方式，或訂立任何協議以達至，提名任何人士接受轉讓停車位、或轉售該停車位、或轉移該停車位的買賣合約的權益。
  2. 如停車位的買方有此要求，並獲擁有人（接其自己的耐情決定）同意之情況下取消買賣合約或買方於買賣合約所擔之責任，擁有人有權保留相等於售價之百分之五的款額。同時買方亦須額外付還擁有人（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）。
  3. 已簽署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總建築費用及總專業費用的最新資料，及有關直至詢問時的上一個月底為止已花費及支付的總建築費用及總專業費用，並可於提出要求及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。



