

Common Area

External Wall

Building façade finished primarily with combination of curtain wall system and aluminium cladding, grille, glass cladding and aluminium fins; others are laid with tiles or external paint.

Entrance and Main Lobby

Walls and floors finished with stone, tile, plastic laminate and stainless steel cladding where applicable. Lobby is fully air-conditioned, with suspended ceiling.

Typical Lift Lobby & Corridor

Floor finished with large size stone slabs / tiles. Walls finished with wall tiles / feature glass / stainless steel. Ceiling finished with long strip suspended aluminium panel completed with energy saving type lighting and air conditioning system.

Lifts Provision

Totally 4 nos. of “Hitachi” passengers lifts (Lift A to Lift D) are provided:

2 numbers of passenger lifts (Lift A to Lift B) are provided to serve the office tower, each can carry a maximum load of 1,600kg;

1 number of passenger lift (Lift C) is provided to serve floors from basement car park (B3/F, B2/F & B1/F), Lobby at G/F and offices floors above which can carry a maximum load of 1,600kg;

1 number of accessible / fireman’s lift (Lift D) is provided to serve floors from basement car park (B3/F, B2/F & B1/F), Fireman’s Lift Lobby at G/F, Communal Podium Garden at 1/F and offices floors above which can carry a maximum load of 1,350kg.

Air Conditioning will be provided for all lifts.

Common Lavatories

Tiles will be primary finishing materials to wall and floor finishes. False ceiling will be finished with aluminium panel and completed with lights. Cubicles are compressed PVC laminate. Architectural feature look water trough type basin will be with cabinet underneath. Air Conditioning will be provided to the toilets.

Accessible Unisex Toilet

W.C. wash basin, grab bars and alarm bell are provided all in accordance with BFA2008. Wall and floor are finished with tiles, aluminium false ceiling will be provided. Air Conditioning will be provided to the toilets.

Car Park, Loading / Unloading

Private parking spaces are provided in three storey basements, whereas loading / unloading spaces are located on G/F with access from Sha Tsui Road. The basement floors will be painted in colour with epoxy paint, emulsion paint to walls and washable distemper to ceiling. Electric vehicle charger provision is also provided in according to the prevailing code of practice (Electricity meter / socket shall be installed by individual car parking space owner(s) at his own cost). Basement floors will be fully ventilated and with air conditioning lift lobby in basement floors.

Greenery

Greenery will be provided mainly on 1/F Communal Podium Garden and on the Roof Floor.

Security System

CCTV system installed at strategic locations throughout the building; watchmen-tour system adopted; professional management team engaged to oversee the daily security need and house-keeping works.

Fire Services

Automatic sprinkler system, hydrants and hose reels are installed on each floor. Smoke alarm, fire shutters and fire extinguishers are provided at various locations in accordance with the standards and requirements of Hong Kong Fire Services Department.

Telecommunications

Telecommunication plant room and vertical risers provided for all services providers, owner can choose one of the services providers for telephone and broadband service. Horizontal trunking or conduit is provided inside corridor false ceiling with tee off to every office unit.

Electrical Installation

Dual power supply risers installed.

380V 3 phase 2500A main busbar risers with tapped off unit for every floor for future cable connection by the office owners.

Total 250 amp (3 phase) power supply for general lighting and power per office floor for 2/F to 22/F.

FITTINGS AND FINISHES AND BUILDING PROVISIONS

Individual Unit

Backup Power

Essential power supplied by emergency generator is provided for all fire services equipment, emergency lighting and fire evacuation signage.

Water Supply and Pipes

Copper pipes / semi-concealed copper pipes for potable water supply.

Refuse Collection

Refuse Storage & Material Recovery Chamber is provided on Ground Floor.

Water / Electricity Meters

Individual owner of Office unit is to connect his unit to the main electricity power supply meter and water meter at his own cost.

Main Door

Fire rated timber door with plastic laminated finish for office units from 2/F to 22/F.

Internal Finishes

Gypsum block walls finished with emulsion paint on lime putty up to beam soffit level. Off-form ceiling without false ceiling, finished with emulsion paint, completed with essential lighting only.

Flooring

Bare finish raised floor system at 100 mm high (inclusive of material) on monolithic concrete trowelled smooth surface (access boxes and suction cup are not provided) is provided for office on 2/F to 22/F.

Floor Loading

2/F to 22/F (Office) : 3kPa live loading

Curtain Walls

Curtain wall system complete with fixed windows and lockable windows.

Curtain wall is of a combination of single and double glazed tempered / heat strengthen glasses, with low-E lining if necessary to meet OTTV requirements.

Air-conditioning

Environmentally friendly water-cooling packaged air-conditioners installed to individual office units and pipe-connected to 24-hours services centralised main water cooling towers located on the roof of the building. Individual owner will need to connect his unit to respectively electricity power supply at his own cost.

Fire Services

Automatic sprinkler system installed in offices is in accordance with Hong Kong Fire Services Department (FSD) requirements.

Remarks
The Vendor reserves the right to substitute the intended materials as listed above with other materials of comparable quality and standard without prior notice to the Purchaser. All of the above items and the others which are not listed above are subject to the final approval by relevant Government Authorities. The fittings and finishes as listed above shall be in accordance with the terms of the formal Agreement for Sale and Purchase. Those provisions may have slight variation in the colour, measurement, grain, texture and/or workmanship. Where there is discrepancy in the meaning between the English and Chinese versions, the English version shall prevail. All information shall be subject to the terms and conditions of the formal Agreement for Sale and Purchase.

Standard Information about the Development

Name of Development

39 Sha Tsui Road (“Development”)

Address

39 Sha Tsui Road, Tsuen Wan, New Territories

Lot No.

The Remaining Portion of Lot No.308 in Demarcation District No.355 (“Lot”)

Site Area

Approximately 1166.9 sq. m.

Current Government Rent

The latest annual Government Rent of the Lot is HK\$87,120.00. There has been no apportionment of Government Rent as of the date of printing of this Sales Brochure.

Note: *For the updated Government Rent, please kindly contact the vendor for the details.

User Restriction

The Lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-residential purposes excluding:

- i. hotel, petrol filling station, and residential care home;

- ii. any trade that is now or may hereafter be declared to be an offensive trade under the Public Health and Municipal Services Ordinance, or any enactment amending the same or substituted therefor; and
- iii. the use or storage of any dangerous goods as defined in the Dangerous Goods Ordinance, or any enactment amending the same or substituted therefor, except that the use or storage of such small quantities of the said dangerous goods as shall be exempted from the licensing requirements under the Dangerous Goods Ordinance or any Regulations made thereunder or any other ordinances shall be permitted.

Lease Term of Government Grant

75 years commencing from 1 July 1898 with a right of renewal for one further term of 24 years less the last 3 days thereof and extended until 30 June 2047 under Section 6 of the New Territories Leases (Extension) Ordinance (Cap. 150, Laws of Hong Kong)

Vendor

Pioneering Realty Development Limited
(盈峰建業有限公司)

Holding company of the Vendor

Billion Real Estate Holdings Limited
(億京置業控股有限公司)

The firm of solicitors acting for the Vendor in relation to the sale of non-residential units in the Development

Mayer Brown
17th Floor,
Prince’s Building,
10 Chater Road,
Central, Hong Kong.
Tel: (852) 2843 2211
Fax: (852) 2845 9121

Purchasers can appoint their own solicitors and should read carefully the attached bilingual “WARNING TO PURCHASERS” notice set out at the end of this Sales Brochure

Authorized Person for the Development

Mr. Leung Heung-kwan, Ellis
(梁向軍先生)

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

Andrew Lee King Fun & Associates Architects Limited
(李景勳、雷煥庭建築師有限公司)

Structural Engineer for the Development

Paul Wong Consulting Engineers Limited
(黃錦球工程顧問有限公司)

Building Contractor for the Development

Wecon Construction & Engineering Limited
(偉工建築有限公司)

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

DBS Bank (Hong Kong) Limited
(星展銀行(香港)有限公司)

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

Billion Real Estate Holdings Limited
(億京置業控股有限公司)

Anticipated Completion Date of the Development as specified in the Agreement for Sale and Purchase of the Development

30 June 2024
(subject to such extension of time as may be granted by the Authorized Person in circumstances as specified in the Agreement for Sale and Purchase)

Relationship between Parties Involved in the Development

(a)	The vendor or a building contractor for the development is an individual and that vendor or contractor is an immediate family member of an authorized person for the development.	Not Applicable
(b)	The vendor or a building contractor for the Development is a partnership, and a partner of that vendor or contractor is an immediate family member of such an authorized person.	Not Applicable
(c)	The vendor or a building contractor for the Development is a corporation, and a director or the company secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of such an authorized person	Not Applicable
(d)	The vendor or a building contractor for the Development is an individual, and that vendor or contractor is an immediate family member of an associate of such an authorized person.	Not Applicable
(e)	The vendor or a building contractor for the Development is a partnership, and a partner of that vendor or contractor is an immediate family member of an associate of such an authorized person.	Not Applicable
(f)	The vendor or a building contractor for the Development is a corporation, and a director or the company secretary of that vendor or contractor is an immediate family member of an associate of such an authorized person.	Not Applicable
(g)	The vendor or a building contractor for the Development is an individual, and that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the vendor in relation to the sale of non-residential units in the Development.	Not Applicable
(h)	The vendor or a building contractor for the Development is a partnership, and a partner of that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the vendor in relation to the sale of non-residential units in the Development.	Not Applicable
(i)	The vendor or a building contractor for the Development is a corporation, and a director or the company secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of a proprietor of such a firm of solicitors	Not Applicable
(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.	Not Applicable

Design of the Development

No. of Tower

1

No. of Storeys for Car Parking, Loading / Unloading Spaces

4 Storeys (B3/F, B2/F, B1/F and G/F)

No. of Storeys for Office

18 Storeys (2/F-3/F, 5/F-12/F and 15/F-22/F)

Omitted Floor Numbers

4/F, 13/F and 14/F

Floor-to-floor Height*

(based on the approved building plans)

G/F	: approximately 5.990 meters
1/F	: approximately 5.560 meters
2/F, 3/F, 5/F	: approximately 3.850 meters
6/F to 12/F, 15/F to 22/F	: approximately 4.780 meters

Note:

*Floor-to-floor height refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor, and subject to final approved building plans by the Buildings Department and the Lands Department.

(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.	Not Applicable
(l)	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 company secretary of that vendor or contractor or of a holding company of that vendor.	Not Applicable
(m)	The vendor or a building contractor for the Development is a partnership, and such an authorized person, or such an associated, is an employee of that vendor or contractor.	Not Applicable
(n)	The vendor, a holding company of the vendor, or a building contractor for the Development, is a private company, and a proprietor of a firm of solicitors acting for the vendor in relation to the sale of non-residential units in the Development holds at least 10% of the issued share in that vendor, holding company or contractor.	Not Applicable
(o)	The vendor, a holding company of the vendor, or a building contractor for the Development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, holding company or contractor.	Not Applicable
(p)	The vendor or a building contractor for the Development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or company secretary of that vendor or contractor or of a holding company of that vendor.	Not Applicable
(q)	The vendor or a building contractor for the Development is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor or contractor.	Not Applicable
(r)	The vendor or a building contractor for the Development is a corporation, and the corporation of which an 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.	Not Applicable
(s)	The vendor or a building contractor for the Development is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor.	Not Applicable

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Number of Carpark Units for Development

No. of Car Parking Spaces

86 nos. (Dimensions: approximately 2.5m x 5.0m)
(excluding 2 Accessible Car Parking Spaces)

No. of Accessible Car Parking Space

2 nos. (Dimensions: approximately 2.5m x 5.0m with 1.2m common loading and unloading area)

No. of Motor Cycle Parking Spaces

9 nos. (Dimensions: approximately 2.4m x 1.0m)

No. of Lorry Parking Spaces

3 no. for Heavy Goods Vehicles
(Dimensions: approximately 3.5m x 11.0m)
1 no. for Light Goods Vehicles
(Dimensions: approximately 3.5m x 7.0m)

No. of Loading / Unloading Spaces

3 nos. for Light Goods Vehicles
(Dimensions: approximately 3.5m x 7.0m)

Property Management

Expressions used in this “Property Management” section shall, unless otherwise specifically defined or re-defined in this section or the context otherwise requires, have the same meanings defined and/or used in the latest draft Deed of Mutual Covenant and Management Agreement (“DMC”) in respect of the Development.

Manager

The Manager shall mean the DMC Manager or any other manager for the time being appointed as manager of the Lot and the Development pursuant to the provisions of the DMC and in the absence of any such appointment, the Owners’ Committee shall act as the Manager.

Terms of Appointment of the Manager

The initial term shall be TWO (2) years from the date of the DMC, and such appointment shall continue thereafter until terminated in accordance with the DMC. The appointment of the Manager may be terminated by giving not less than THREE (3) calendar months’ notice of termination in writing in accordance with the DMC.

Monthly Management Fees

Based on the annual budget prepared by the Manager, each Owner of the Office Units and the Parking Spaces shall contribute to the expenses in proportion to the undivided shares allocated to his Office Unit or Parking Space in accordance with the DMC.

The actual amount of management expense will be determined in accordance with the DMC.

Initial Payments upon Handover

- a. Management Fee Deposit (transferable but non-refundable) – a sum equivalent to THREE (3) months’ management fee;
- b. Special Fund (non-refundable and non-transferable) – a sum equivalent to TWO (2) months’ management fee;
- c. Debris Removal Fee (non-refundable and non-transferable) – a sum equivalent to ONE (1) month’s management fee;
- d. Management Fee payable in advance – a sum equivalent to ONE (1) month’s management fee; and
- e. A proportionate share of deposits payable for electricity and water meters & other utilities deposits.

(The purchaser should pay the above amounts notwithstanding that the exact amount of such amounts is yet to be finalised.)

Building and Fitting Out Rules

The Owners and occupiers shall observe and obey the Building Rules (as defined in the DMC) and Fitting Out Rules (as defined in the DMC) stipulated by the Manager and shall submit detailed plans and drawings (supported by written information on all proposals) to the Manager for approval before carrying out fitting out works.

Other Information

Matters Relating to Memorandum for Sale / Preliminary Agreement for Sale and Purchase

1. The preliminary deposits paid by prospective purchasers at the time of signing a preliminary agreement will be cashed and the proceeds shall be paid into a bank account opened with a licensed bank held in trust for the Vendor by its solicitors and the proceeds shall not be transferred to the Vendor.
2. After the respective Formal Agreements for Sale and Purchase have been signed by the purchasers in respect of the units purchased by them, the preliminary deposits relating to those units held by the Vendor's solicitors in the stakeholder account shall be applied as deposit and in part payment of the purchase price of each unit and shall be held by the Vendor's solicitors as stakeholders.
3. No interest on the preliminary deposits shall be paid to the prospective purchasers.
4. If a person who signed a preliminary agreement does not, for any reason, execute the Formal Agreement for Sale and Purchase, the Vendor shall refund to him the amount of any preliminary deposit already paid by him less an amount of 3% of the purchase price of the unit in respect of which he or they signed the preliminary agreement.

Saleable Area

“Saleable Area” (as defined in the Formal Agreement for Sale and Purchase) means:

- i. in relation to a unit enclosed by walls, the floor area of such unit (which shall include the floor area of any balconies and verandahs), measured from the exterior of the enclosing walls of such unit except where such enclosing walls

separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit; but shall exclude the common parts outside the enclosing walls of such unit provided that if any of the enclosing walls abut onto a common area, then the whole thickness of the enclosing walls which so abut shall be included;

- ii. in relation to any cockloft, the floor area of such cockloft measured from the interior of the enclosing walls of such cockloft;
- iii. in relation to any bay window which does not extend to the floor level of a unit, the area of such bay window measured from the exterior of the enclosing walls or glass windows of such bay window and from the point where the bay window meets the wall dropping to the floor level of a unit but excluding the thickness of such wall;
- iv. in relation to any parking space, the area of such parking space (the dimensions of which are more particularly set out in Schedule 3 to the Formal Agreement for Sale and Purchase) measured from the interior of its demarcating lines or enclosing walls, as the case may be;
- v. in relation to any yard, terrace, garden, flat roof or roof, the area of such yard, terrace, garden, flat roof or roof measured from the interior of their boundary lines, and where the boundary consists of a wall, then it shall be measured from the interior of such wall.

The internal areas of the units on the upper floors will generally be slightly larger than the lower floors due to reducing thickness of the structural walls on the upper floors.

Information To Be Disclosed Upon Request

1. Charges of the Vendor's solicitors for conveyancing and mortgage; and stamp duties.
2. A complete set of updated Master Layout Plans (if any) and building plans approved by the Building Authority under the Buildings Ordinance and the Lands Department.
3. The Vendor has deposited in the sales office(s) a copy of the Government Grant, the latest draft DMC and the approved building plans for inspection by prospective purchasers free of charge. Copies will be provided upon payment of photocopying charges.
4. The Vendor's solicitors shall keep an updated record on a calendar monthly basis starting from the signing of the first formal Agreement for Sale and Purchase (“ASP”), of the information as to the total construction costs and total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid from time to time and shall, upon request from any purchasers of units who have signed the ASP, give them a written copy of the updated record as at the end of the preceding calendar month. A nominal fee of not more than HK\$100 may be charged for this service.

Additional Information

1. Prospective purchasers are advised to conduct on-site visit of the Development for a better understanding of the development site, its surrounding areas and environment and public facilities nearby as well as making reference to the building model (if any) placed at the sales office for the physical appearances and/or architectural features of the

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Development especially those of or affecting the units they intend to purchase.

- 2. The Vendor will pay/has paid all outstanding Government rent in respect of the Lot from the date of the grant of the Lot up to and including the date of the respective Assignments.
- 3. There are curtain walls and/or non-structural pre-fabricated external walls in the units above G/F. The saleable area of such unit is measured from the exterior of such wall.

Defects Liability Warranty Period

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 under the relevant ASP, remedy any defects to the unit, or the fittings and finishes as set out in the relevant ASP (if any), caused otherwise than by the act or neglect of the Purchaser.

Outline Zoning Plan Location



Source of information:
Town Planning Ordinance, Hong Kong Town Planning Board in Tsuen Wan -
Outline Zoning Plan S/TW/35 dated 08/02/2022

Location of the Development

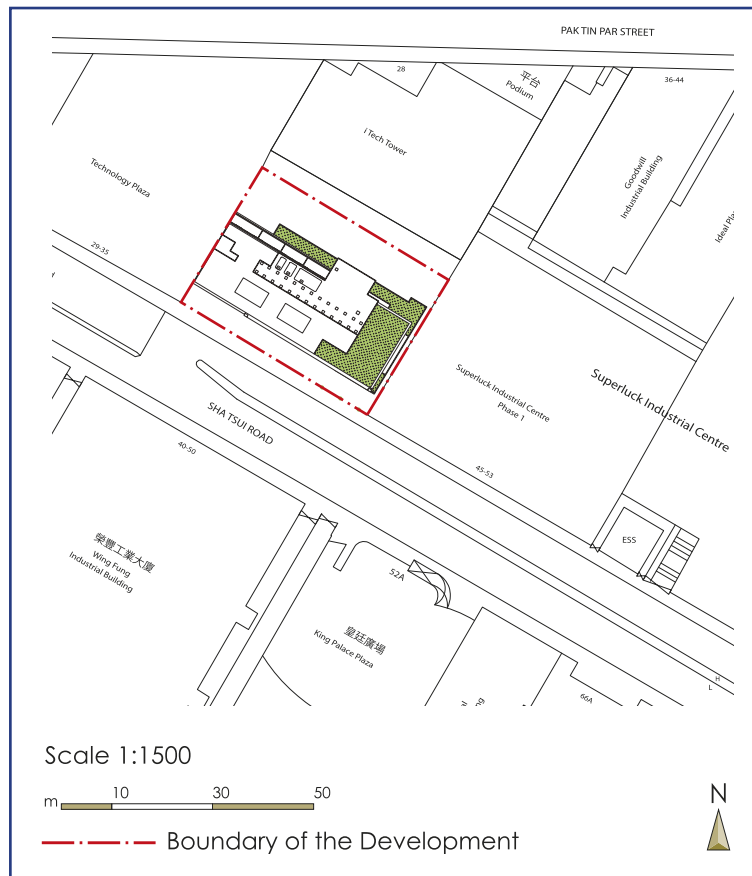
Location Plan



Survey sheet No.T6-SE-20A dated 20/03/2023, T6-SE-20B dated 20/03/2023 are provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

Location of the Development

Layout Plan of the Development



The estimated completion date of the Development, as provided by the Authorized Person for the Development is 30 June 2024

Information for Other Enquiries

1. Consumer Council:
Enquiry Hotline: 2929 2222
Fax: 2590 6271
Website: <http://www.consumer.org.hk>
2. Estate Agents Authority:
Enquiry Hotline: 2111 2777
Fax: 2598 9596 / 2598 9597
Website: <http://www.eaa.org.hk>
3. The Real Estate Developers Association of Hong Kong:
Enquiry Hotline: 2826 0111
Fax: 2845 2521
Website: <http://www.reda.hk>

Salient Points of the Government Grant

1. The Development is constructed on The Remaining Portion of Lot No.308 in Demarcation District No.355 (the "Lot") held under the New Grant No.3674 dated 26 February 1959 as varied or modified by a Modification Letter dated 2 November 1971 and registered in the Land Registry by Memorial No.TW91563, a Letter dated 22 June 1972 and registered in the Land Registry by Memorial No.TW96107 and a Modification Letter dated 1 September 2020 and registered in the Land Registry by Memorial No.20090801950012 ("**Government Grant**").
2. Lease term: 75 years commencing from 1 July 1898 with a right of renewal for one further term of 24 years less the last 3 days thereof and extended until 30 June 2047 under Section 6 of the New Territories Leases (Extension) Ordinance (Cap. 150, Laws of Hong Kong)

3. The annual Government rent of the Lot is 3% of the rateable value from time to time of the Lot.
4. Additional Special Condition No.(17) of the Government Grant provides that "the lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-residential purposes excluding:-
 - a. hotel, petrol filling station, and residential care home;
 - b. any trade that is now or may hereafter be declared to be an offensive trade under the Public Health and Municipal Services Ordinance, or any enactment amending the same or substituted therefor; and
 - c. the use or storage of any dangerous goods as defined in the Dangerous Goods Ordinance, or any enactment amending the same or substituted therefor, except that the use or storage of such small quantities of the said dangerous goods as shall be exempted from the licensing requirements under the Dangerous Goods Ordinance or any Regulations made thereunder or any other ordinances shall be permitted."
5. Additional Special Condition No.(24) of the Government Grant provides that:-
 - "a. Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the said Lessee under these Conditions, or for any other

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purpose, the said Lessee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The said Lessee shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

- b. Nothing in sub-clause (a) of this Additional Special Condition shall prejudice the Government's rights under these Conditions, in particular Additional Special Condition No.(58) hereof.
- c. In the event that as a result of or arising out of any formation, levelling, development or other works done by the said Lessee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the said Lessee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government its agents and contractors from and against all costs charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- d. In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the said

Lessee 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 said Lessee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the said Lessee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges."

- 6. Additional Special Condition No.(56) of the Government Grant provides that :-

"The Lessee shall not assign, mortgage, charge, underlet or part with the possession of or otherwise dispose of any part of the lot or any part of any building or structure erected or to be erected thereon the use of which under these Conditions is or has been set aside or reserved for car parking or any interest therein or enter into any agreement so to do without also and at the same time assigning, mortgaging, charging, underletting or parting with the possession of therewith an undivided share of and in the lot together with the right to the exclusive use and occupation of a part of the building erected or to be erected thereon PROVIDED THAT nothing in this Additional Special Condition contained shall prevent the assignment, mortgage, charge or underletting of any such part to any person who is already at that time the owner of an undivided share of and in the lot with the right to the exclusive use and occupation of some other part of the building erected or to be erected thereon."

- 7. Additional Special Condition No.(63) of the Government Grant provides that:-

- a. The said Lessee shall take or cause to be taken such action as shall be necessary to avoid soil and groundwater contamination to the lot and any adjacent or adjoining Government land or any part thereof or any building or structure thereon (whether on, above or below ground level) arising out of the development, redevelopment or use of the lot or otherwise and shall at his own expense carry out all necessary works (hereinafter referred to as "the Preventive Works") to prevent such soil and groundwater contamination occurring.
- b. The said Lessee shall, within 18 calendar months or such shorter period as specified by the Director, before the expiration or sooner determination of the term hereby agreed to be granted carry out at his own expense a soil and groundwater contamination assessment (hereinafter referred to as "the Contamination Assessment") to the satisfaction of the Director of Environmental Protection in respect of the lot and any adjacent or adjoining Government land and any building or structure thereon (whether on, above or below ground level) and thereafter submit a report on the Contamination Assessment to the Director not later than 12 calendar months before the expiration or sooner determination of the term hereby agreed to be granted or such other date as may be specified and notified in writing to the said Lessee by the Director. Upon demand in writing by the Director, the said Lessee shall at his own expense and in all respects to the satisfaction of the Director of Environmental Protection carry out in such manner and within such time limit as the Director shall specify such decontamination or other works as shall be required by the Director (hereinafter referred to as "the Decontamination Works") in respect of the lot and any adjacent or adjoining Government land and any building or structure thereon (whether on, above,

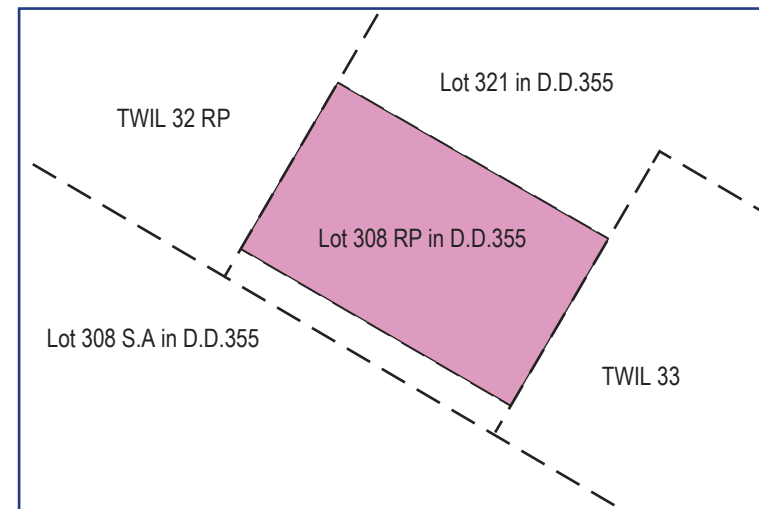
or below ground level).

- c. If the said Lessee shall in any respect neglect or fail to carry out the Preventive Works or the Contamination Assessment or the Decontamination Works in accordance with sub-clauses (a) and (b) of this Condition,
 - i. the Director may at his sole discretion execute and carry out the Preventive Works, the Contamination Assessment or the Decontamination Works and the said Lessee shall on demand pay to the Director the cost thereof as shall be certified by the Director on a full indemnity basis; or
 - ii. the said Lessee shall on demand pay to the Director in one lump sum an amount equal to the estimated cost of carrying out the Preventive Works, the Contamination Assessment or the Decontamination Works which estimated cost shall be determined by the Director of Environmental Protection at his sole discretion. In the event of the said lump sum payment being insufficient to cover the cost of carrying out the Preventive Works, the Contamination Assessment or the Decontamination Works whether by the Director or by any person entrusted with the Preventive Works, the Contamination Assessment or the Decontamination Works, the said Lessee shall on demand pay the shortfall to the Director on a full recovery basis.”
8. Additional Special Condition No.(66) of the Government Grant provides that:-
 - “a. No grave or columbarium shall be erected or made on the lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

- b. No memorial tablets shall be placed on the lot or in any building or buildings erected or to be erected on the lot.”

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

Lot Plan of the Remaining Portion of Lot No.308 in Demarcation District No.355



The above plan is simplified and may be inaccurate. The plan is subject to final approval by relevant Government authorities.

Pink Area

Salient Points of the Deed of Mutual Covenant and Management Agreement (“DMC”)

Expressions used in this “Salient Points of the Deed of Mutual Covenant and Management Agreement” section shall, unless otherwise specifically defined or re-defined in this section or the context otherwise requires, have the same meanings defined and/or used in the draft DMC in respect of the Development.

1. Each Owner has to contribute towards the Management Expenses of the Building in proportion to the undivided shares allocated to his Unit.
2. Management fees are payable in advance on the first day of each month.
3. The first manager for the Building will be appointed for an initial term of 2 years from the date of the DMC.
4. The Manager’s annual remuneration for managing the Building will not exceed 15% of the total annual Management Expenses.
5. The following covenants and restrictions are to be included:
 - a. No Owner shall make any structural alteration to his Unit which will damage or interfere with the use and enjoyment of other parts of the Building.
 - b. No Owner shall use or permit or suffer his Unit to be used for any illegal or immoral purposes.
 - c. Every Owner shall observe and perform all the covenants conditions and provisions of the Government Grant, the DMC and the Building Rules which may be in force from time to time.

INFORMATION FOR REFERENCE

- d. No Owner shall do anything that may change or alter the external appearance or facade of the Building.
 - e. No air-conditioning unit or other fixtures shall without the prior written consent of the Manager be installed through any window or external wall of the Building.
 - f. No Owner shall keep any live poultry, birds or other animals which cause a nuisance in any part of the Building.
6. Common Areas and Facilities of the Building
- a. The Common Areas and Facilities will comprise the Building Common Areas and Facilities, the Carpark Common Areas and Facilities and the Office Common Areas and Facilities.
 - b. Building Common Areas and Facilities shall include, among other things, the Accessible Car Parking Spaces, the Loading and Unloading Spaces, the Landscaped Area (excluding those parts forming part of the Office Common Areas and Facilities), the Transformer Room Facilities, external walls (including curtain walls (if any), but excluding, for the avoidance of doubt, those parts of the external walls (including curtain walls (if any)) forming part of the Office Common Areas and Facilities), transformer room, water meter cabinets, refuse storage & material recovery chamber, fire control center & fire service (F.S.) pump room, fire service (F.S.) inlet and sprinkler control valve, sprinkler inlet, sprinkler pump room, sprinkler water tank, fire service (F.S.) water tank, switch room, emergency generator room, lift lobbies, fireman's lift lobby, lifts, lift pits, lift overruns, lift machine room, staircases and such other areas and any other systems, services, devices and facilities provided or installed in the Building intended for the common use and benefit of the Building as a whole or otherwise not of any individual Owner.

- c. Office Common Areas and Facilities shall include, among other things, Landscaped Area (excluding those parts forming part of the Building Common Areas and Facilities), external walls (including curtain walls (if any), but excluding, for the avoidance of doubt, those parts of the external walls (including curtain walls (if any)) forming part of the Building Common Areas and Facilities), curtain walls of the Office Units, communal podium garden, telecommunications and broadcasting equipment (TBE) room, pipe ducts, hose reels, air-conditioning (A/C) room, air-conditioning (A/C) pump room, air-conditioning (A/C) plant room, flushing water pump room, fresh water pump room, portable and flushing water tank pump room, accessible unisex lavatories, female lavatories, male lavatories, air handling unit (A.H.U.) rooms, electrical (ELEC.) room, electric (ELE) meter rooms, extra-low voltage (ELV) electricity room, air-conditioning (A/C) make-up tank, architectural features, planters, flat roofs (excluding those forming part of a Unit), firemen's lift lobbies, lift lobbies, lifts and such areas and facilities of and in the Land and the Building intended for the use and benefit of the Office Accommodation as a whole or otherwise not of any individual Owner.
- d. Carpark Common Areas and Facilities shall include, among other things, the whole of the Carpark (except the Accessible Car Parking Spaces, the Loading and Unloading Spaces and the Parking Spaces), driveways, ramps, lift lobbies, fireman's lift lobbies, staircase pressurization fan room, air ducts, cable ducts, pipe ducts and such areas and facilities of and in the Land and the Building intended for the benefit of the Carpark as a whole or otherwise not of any individual Owner.

7. Manager's Power

The Manager shall have the power to enter with or without agents workmen and others at all reasonable times on reasonable notice (except in case of emergency) into and upon any Unit or any part thereof for the purposes of repairing or maintaining such Unit or the Building or any part thereof or any of the Common Areas and Facilities.

8. Manager's Duty

The Manager shall be responsible for the management of the Building and the Land and shall hold the Common Areas and Facilities, upon assignment of the same by the Vendor to the Manager, as trustee and for the general benefit of all the Owners.

9. Change of Ownership

Each Owner shall notify the Manager in writing of any change of ownership upon ceasing to be the Owner of the property.

10. All Owners shall observe and comply with all provisions of the Government Grant and the DMC so long as they remain as owners of the Building.

Remarks:

The above information is for reference only. For details of the Government Grant and full details of the draft DMC, please refer to the Government Grant and the draft DMC. A copy of the full script of the Government Grant and the draft DMC is available upon request and on paying necessary photocopying charges.

Preliminary Agreement For Sale and Purchase and Legal Representation

In respect of the Preliminary Agreement for Sale and Purchase, please read the following carefully.

WARNING TO PURCHASERS PLEASE READ CAREFULLY 對買方的警告 買方請小心閱讀

- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
- (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

I/We acknowledge receipt of a copy of this warning and fully understand the contents thereof.
我/我們已收到此警告之副本及完全明白此警告之內容。

Dated this day of
公曆 年 月 日

A potential purchaser may wish to make any enquiry with The Law Society of Hong Kong.
The contact details are set out below :
Enquiry Telephone Number: 2846 0500 Website address: www.hklawsoc.org.hk

準買家可向香港律師會查詢，
該會聯絡方法如下：
查詢電話：2846 0500 網址：www.hklawsoc.org.hk

IMPORTANT NOTES 重要聲明

1. All parties engaged in the production of this brochure have made their best efforts to ensure the highest accuracy of all information herein as of the date of printing and to minimize the existence of clerical errors. Prospective purchasers are invited to make enquires to sales personnel or consult relevant professionals for verification of doubts or particulars of specific items.
參與本售樓說明書製作之所有人均已悉心維持所有資料在付印日期時之最佳準確程度及盡力減低文誤之可能性，如有疑問或欲知個別內容之詳情，請向售樓人員或有關行業之專業人士詢問查證。
2. All photos, maps, charts, plans, artist’s impressions etc. (if any) are for reference and information only. Some photos and plans have been tuned by computer retouching for better visual effect. For pertinent information on the Development, its surroundings and environment, a visit in person is strongly advised.
本售樓說明書所載相片、地圖、圖表、平面圖、印象示意圖等（如有）均僅供參考用途，部份相片及平面圖已由電腦作畫面處理以達致較佳之視覺效果。如需要本發展項目清晰之實地情況及環境，務請親自視察為要。
3. The Development, its surrounding areas and environment are subject to change or modification and to final approval and amendments(s) by the relevant Government authorities.
有關本發展項目及其周邊地區環境之整體發展規劃或將更改或修訂，當按照政府有關部門最後之批准及修訂為準。
4. Date of printing of this Brochure :
本售樓說明書付印日期：

- In case of discrepancy between the English version and the Chinese version of the contents in this sales brochure, the English version shall prevail.
- The Vendor reserves the right to make modifications and changes to the building design, specifications, features, floor plans, the fittings and finishes materials and the intended use of all facilities without prior notice to the purchaser subject to the approval by the relevant Government Authorities (if required), the executed DMC (if any) and the provisions of the Agreement for Sale and Purchase.
- All plans and specifications in this sales brochure are subject to Government’s final approval.
- All information in this sales brochure shall not constitute or be constructed as giving any offer, representation or warranty whether expressly or impliedly.
- Photographs, maps, plans and illustrations in this sales brochure are for reference only.
- All information in and the contents of this sales brochure shall be subject to the terms and conditions of the Government Grant, the Agreement for Sale and Purchase and the executed DMC (if any).
- The design and location of the facilities referred to in this sales brochure are subject to the change and final approval by the relevant Government Authorities.
- The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.