

SALES BROCHURE 售樓說明書

## Basic Information of the Development and Parties Involved in the Development

## **發展頂目基本資料及有參與發展頂目的各方**

: W LUXE Name of Development

: No. 5 On Yiu Street, Shek Mun, Sha Tin, New Territories, Hong Kong Address

: Sha Tin Town Lot No. 617 Lot No.

Site Area : Approximately 1,700 square meters

**User Restriction** : Non-Residential

(See Salient Points of the Government Grant for details)

: 50 years from 17th November 2015 Lease Term

: Jumbo Pacific Limited Vendor

Holding Companies of the Vendor : World Magic Investments Limited

Time Effort Limited

Sun Hung Kai Properties Limited

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

: Mayer Brown Woo Kwan Lee & Lo

Authorized Person

: Chu Pak Lin Parry

The firm or corporation of which the Authorized Person : Sun Hung Kai Architects and Engineers Limited

is proprietor, director or employee in his professional capacity

**Building Contractor** : Yee Fai Construction Company Limited

Property Manager : Kai Shing Management Services Limited

- 1. A director of Sun Hung Kai Architects and Engineers Limited, the corporation to which the Authorized Person belongs, is an immediate family member of a director of one of the holding companies of the Vendor.
- 2. A director of Sun Hung Kai Architects and Engineers Limited, the corporation to which the Authorized Person belongs, is a director of the building contractor for the
- 3. A director of Sun Hung Kai Architects and Engineers Limited, the corporation to which the Authorized Person belongs, is a director of one of the holding companies
- 4. Sun Hung Kai Architects and Engineers Limited, the corporation to which the Authorized Person belongs, is an associate corporation of the Vendor, the holding companies of the Vendor and the building contractor for the Development.
- 5. The building contractor for the Development is an associate corporation of the Vendor and the holding companies of the Vendor.

發展項目名稱 : W LUXE

地址 :香港新界沙田石門安耀街5號

地段 :沙田市地段第617號

地盤面積 :約1,700平方米

: 非住宅用途 (詳見政府批地書的重要條款) 用途限制

: 由2015年11月17日起計50年 : Jumbo Pacific Limited

賣方的控權公司 : World Magic Investments Limited

茂時有限公司

新鴻基地產發展有限公司

:新鴻基建築設計有限公司

就發展項目中的非住宅單位的出售而代表賣方行事 的律師事務所

:孖士打律師行 胡關李羅律師行

認可人士

:朱柏年建築師

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

承建商

年期

物業管理公司 : 啟勝管理服務有限公司

:怡輝建築有限公司

- 1. 認可人士所屬的新鴻基建築設計有限公司的其中一名董事,屬賣方的其中一間控權公司的其中一名董事的家人。
- 2. 認可人士所屬的新鴻基建築設計有限公司的其中一名董事,屬發展項目的承建商的董事。
- 3. 認可人士所屬的新鴻基建築設計有限公司的其中一名董事,屬賣方的其中一間控權公司的董事。
- 4. 認可人士所屬的新鴻基建築設計有限公司,屬賣方、賣方的控權公司及發展項目的承建商的有聯繫法團。
- 5. 發展項目的承建商屬賣方及其控權公司的有聯繫法團。

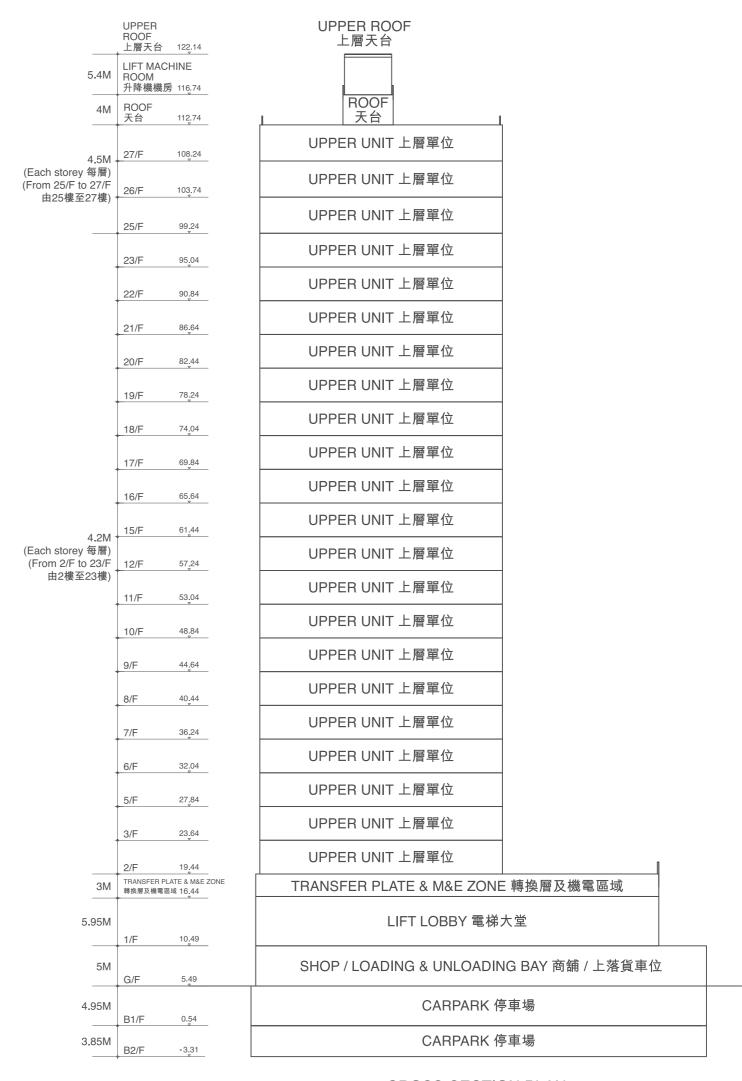
## Basic Information of the Development and Parties Involved in the Development

## **發展項目基本資料及有參與發展項目的各方**

Number of Block	1 Block
樓宇座數	1座
Number of Storey 層數	26 Storeys including Ground Floor (G/F), Basement 1 Floor (B1/F) & Basement 2 Floor (B2/F) 26層包括地下、地庫1層及地庫2層
Number of Upper Unit Storey	22 Storeys (2/F - 27/F)
上層單位層數	22層 (2樓-27樓)
Number of Commercial Accommodation Storey 商業物業層數	1 Storeys (G/F) 1層 (地下)
Number of Carpark Storey	3 Storeys (B2/F, B1/F & G/F)
停車場層數	3層 (地庫2層、地庫1層及地下)
Omitted Floor Numbers	4/F, 13/F, 14/F & 24/F
被略去的樓層號數	4樓、13樓、14樓及24樓

## Location, Number, Dimensions and Area of Carpark Units 車場單位位置、數目、尺寸及面積

Category of Carpark Unit		Floor 樓層		No.	Dimensions (L x W)(m)	Area per Space (sq.m)	
車場單位類別	B2/F 地庫2層	B1/F 地庫1層	G/F 地下	數目	尺寸 (長x闊)(米)	毎個車位面積 (平方米)	
Car Parking Space 停車位	50	50	-	100	5.0 x 2.5	12.5	
Accessible Parking Space 暢通易達停車位	1	1	-	2	5.0 x 3.5	17.5	
Heavy Goods Vehicle Parking Space 重型貨車停車位	-	-	5	5	11.0 x 3.5	38.5	
Heavy Goods Vehicle Loading / Unloading Space 重型貨車上落貨車位	-	-	4	4	11.0 x 3.5	38.5	
Motor Cycle Parking Space 電單車停車位	7	5	-	12	2.4 x 1.0	2.4	



CROSS-SECTION PLAN 橫截面圖

## 

## **Fittings & Finishes and Building Provisions**

## **COMMON AREA**

## **External Wall of Building**

• Low-E double glazed curtain wall system with aluminium features, aluminium grille and architectural features at the front and rear façade, aluminium cladding at the side.

### **External Wall of Podium**

 Aluminium claddings matched with vertical green wall and glass wall at front podium façade, and ceramic tiles and aluminium grille at side and back podium façades

## **Entrance Lobby and Office Lobby**

- Floor of air-conditioned lobbies to be finished with natural stone
- Internal walls to be decorated with natural stone, reconstituted stone, timber panel, glass panel, metal panel and vertical green wall
- · False ceiling with light fixtures installed

## Lift Lobby and Passage on Upper Unit Floors

- · Floor of air-conditioned lobby and passage to be finished with reconstituted stone and high quality tiles
- · Internal walls to be finished with reconstituted stone, decorative vinyl and metal panel
- False ceiling with light fixtures installed

## Passenger Lifts and Fireman's Lift

- · Floor to be finished with reconstituted stone
- · Internal walls to be finished with natural stone, metal panel, timber panel and decorative mirror / glass panel
- False ceiling with light fixtures installed
- LCD monitors installed

### **Vehicle Lifts**

- · Floor and internal walls to be finished with stainless steel
- False ceiling with light fixtures installed

## **Accessible Unisex Toilet**

• Finished with high quality tiles for floor and walls, and fitted with sanitary wares

## Security

- CCTV surveillance system at building entrances and lifts
- Smart Card Access System incorporated with lift control system during non-business hours

## **UPPER UNIT AREA**

## Flooring

- Porcelain floor tiles
- Flat roofs and roof area : finished with non-slipped porcelain tile
- Floor loading

Floor	Live Load (kPa)
2/F – 27/F	3 (5 at flat roof area)
Roof	5

## **Ceiling and Walls**

• Plaster finished and emulsion paint to internal walls, columns and ceiling

## Floor Height (Floor-to-Floor) (based on the approved building plans)

2/F – 23/F : Approx. 4.2m
 25/F – 27/F : Approx. 4.5m

## **Unit Entrance**

• 2/F – 27/F : Laminated solid core wood door with electrical lockset, letter box and door bell integrated to entrance

## Lavatory

- · Internal floor to be finished with reconstituted stone and high quality tiles.
- Internal wall finished with reconstituted stone, metal panel and decorative mirror / glass panel. Furnished with high quality sanitary wares and basin cabinet.

## **Air-Conditioning**

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Floor	Unit	Air-Conditioning System
2/F	S1 – S18 & N1 – N6	Wall mounted split-type air-conditioning units
3/F - 19/F	S1 – S18 & N1 – N8	Wall mounted split-type air-conditioning units
20/F - 25/F	S1 – S18	Wall mounted split-type air-conditioning units
20/1 – 23/1	N1 – N3	Wall Mounted Variable Refrigerant Volume (VRV) system
26/F	S1 – S5 & N1 – N3	Wall Mounted Variable Refrigerant Volume (VRV) system
27/F	S1, S2, N1 & N2	Wall Mounted Variable Refrigerant Volume (VRV) system

### Power

Floor	Switch Gear per Unit (Amp 3-phase)
2/F – 25/F	80
26/F - 27/F	100

## Water / Electricity Meter

· Individual meters for water and electricity located in meter rooms

### Fire Services

- · Sprinkler system covering Upper Unit area
- Fire hydrant, fire hose reels and extinguishers provided in accordance with Hong Kong Fire Services Department's requirement

## **Telecommunications**

- · Wide choices of telephone service and broadband internet providers
- · Telephone lead-in cable system and telephone cable
- TV / FM aerial and local digital TV with splitter provided

## **VERTICAL TRANSPORTATION**

	Fireman's Lift	Passen	ger Lift		Vehic	le Lift	
Number of Lift	1	(	3			2	
Lift No.	L1	L2, L3	3 & L4		L5	& L6	
Brand	Fujitec	Fuj	itec		Fu	jitec	
Floors Serving	B2/F – R/F	L2 G/F – 27/F	L3 & L4 1/F – 27/F		B2/F	– G/F	
Lift Capacity	1,350 kg (16 Persons)	1,350 kg (1	6 Persons)		5,00	00 kg	
Speed (Approx.)	3.0 m/s	3.0	m/s		0.5	m/s	
Internal Lift Car Dimensions (Approx.)	1.89 m(W) 1.36 m(D) 3.0 m(H)	1.36	m(W) m(D) m(H)	2.6 5.8 2.4	m(W) m(D) m(H)	2.6 5.7 2.4	M(W) m(D) m(H)
Door Opening (Approx.)	1.1 m(W) 2.4 m(H)		m(W) m(H)		2.6 2.4	m(W) m(H)	

## lotes:

- 1. Shops are on G/F, Upper Unit floors are from 2/F to 27/F with omission of 4/F, 13/F, 14/F & 24/F, Unit number 4, S4, S13 & S14 and N4 are omitted.
- 2. Floor height (floor-to-floor) 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.
- 3. The Vendor reserves the right to substitute the fittings, finishes and provisions as listed above with other fittings, finishes and provisions of comparable quality without prior notice to the Purchaser.
- 4. All of the above items and the others which are not listed above are subject to the final approval by relevant Government Authorities.
- 5. The fittings, finishes and provisions 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.
- 6. 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.

## 

## 裝置、裝修物料及大廈設備

## 公用地方

## 大廈外牆

·正面及背面裝置低幅射鍍膜雙層玻璃幕牆組件、鋁質裝飾、鋁質百葉窗及建築裝飾,側面鋪砌鋁蓋板

### 基座屋外網

基座層正面鋪砌鋁蓋板配以垂直綠化牆及玻璃牆,側面及背面鋪砌外牆瓷磚及鋁質百葉窗

## 入口大堂及辦公室大堂

- 地台鋪砌天然石材,並裝設空調系統
- · 內牆鋪砌天然石材、人造石材、木飾面、玻璃飾面、金屬飾面及垂直綠化牆
- 假天花安裝燈具

## 上層單位樓層升降機大堂及通道

- · 地台鋪砌人造石材及高級地磚, 並裝設空調系統
- 內牆鋪砌人造石材、裝飾膠面牆布及金屬飾面
- 假天花安裝燈具

## 客用升降機及消防升降機

- 地台鋪砌人造石材
- 内牆鋪砌天然石材、金屬飾面、木飾面及裝飾鏡/玻璃飾面
- 假天花配以燈具
- 裝設液晶顯示屏電視

### 車輛升降機

- 地台及內牆鋪砌不銹鋼
- 假天花安裝燈具

## 暢通易達洗手間

地台及牆身鋪砌高級瓷磚並裝妥潔具

## 保安設備

- 於大廈入口及升降機裝設閉路電視監察系統
- 智能卡系統配合升降機控制系統供用戶於非辦公時間出入

## 上層單位範圍

## 地台

- 瓷質地磚
- 平台及天台範圍:鋪砌防滑瓷質地磚
- 樓層荷載

樓層	活荷載 (千帕斯卡)
2樓-27樓	3 (平台範圍: 5)
天台	5

## 天花及內牆

於內牆、柱位及天花的批盪髹乳膠漆

## 樓層高度(兩地台間之距離) (根據已批准之圖則)

2樓-23樓 : 約4.2米 25樓-27樓 : 約4.5米

## 留位入口

2樓-27樓 : 實芯木門配以電子門鎖, 入口裝嵌信箱及門鈴

## 洗手間

- 地台鋪砌人造石材及高級瓷磚
- 內牆身鋪砌人造石材,金屬飾面及裝飾鏡/玻璃飾面,並裝妥高級潔具及洗手盆櫃

## 空調設備

樓層	單位	空調系統
2樓	S1-S18及N1-N6	掛牆分體式空調
3樓-19樓	S1-S18及N1-N8	掛牆分體式空調
20樓-25樓	S1-S18	掛牆分體式空調
20後 20後	N1-N3	掛牆式多聯空調系統
26樓	S1-S5及N1-N3	掛牆式多聯空調系統
27樓	S1、S2、N1及N2	掛牆式多聯空調系統

## 供電

樓層	毎單位開關總掣用電(安培三相)
2樓-25樓	80
26樓-27樓	100

## 水/電錶設備

水錶房及電錶房設置獨立水電錶

### 消防設備

- 上層單位範圍裝設消防花灑系統
- 按香港消防處規定提供消防栓、消防喉轆及滅火器

### 涌訊設信

- 多間電訊及寬頻公司供用戶選擇
- 獨立通訊電纜系統
- 裝設可接收本地數碼電視、公用電視及收音機頻道之接收器

## 垂直運輸

	消防升降機	客用升	<b>叶降機</b>		車輛	<b>叶降機</b>	
數量	1	(	3		,	2	
升降機編號	L1	L2 · L3	3 及 L4		L5 ]	及 L6	
品牌	富士達	富-	上達		富:	土達	
前往樓層	地庫2層-天台	L2 地下-27樓	L3 及 L4 1樓-27樓		地庫2層	喜一地门	-
升降機負重	1,350 千克 (16 人)	1,350 千	克 (16 人)		5,000	1 千克	
速度(約)	3.0 米/秒	3.0	米/秒		0.5	米/秒	
升降機內部尺寸 (約)	1.89 米(闊) 1.36 米(深) 3.0 米(高)	1.36	米(闊) 米(深) 米(高)	2.6 5.8 2.4	L5 米(闊) 米(深) 米(高)	2.6 5.7 2.4	L6 米(闊) 米(深) 米(高)
升降機門闊 (約)	1.1 米(闊) 2.4 米(高)		米(闊) 米(高)		2.6 2.4	米(闊) 米(高)	

## **;**

- 1. 商舖位於地下。上層單位樓層為2樓至27樓。不設4樓、13樓、14樓及24樓。不設4號、S4號、S13號、S14號及N4號單位。
- 2. 樓層高度(兩地台之間的距離)指該樓層之石屎地台面與上一層石屎地台面之高度距離。
- 3. 賣方將保留一切權利,以品質相約的裝置、裝修物料及設備代替上述所列各項而毋須事先知會買方。
- 4. 以上列出或未列出之項目以有關政府部門最後批准為準。
- 5. 上述所列各項裝置、裝修物料及設備均以正式買賣合約的條款為準。各項裝置、裝修物料及設備可能在顏色、尺寸、紋理、組織及/或手工上出現輕微 差別。
- 6. 中英文版本如有歧義,以英文版本為準。所有資料均依據正式買賣合約的條款為準。

## 

## **Property Management**

## **Property Manager**

Kai Shing Management Services Limited

## **Terms of Management**

An initial term of 2 years appointment commencing from the date of the Deed of Mutual Covenant and Management Agreement ("DMC"). The Manager's annual remuneration shall be 15% of the total annual Management Expenses incurred in the management of the Lot and the Development. Such appointment shall thereafter continue until termination in accordance with the terms of the DMC.

## **Estimated Management Fee**

Based on the Management Budget prepared by the Manager and in accordance with the DMC, each Owner shall contribute towards the management expenses pro rata to the Undivided Shares allocated to his Unit(s):

· ·	1 1	. ,
Floor	Unit	Estimated Management Fee (Approximately HK\$ per sq. ft. per month on Gross Floor Area basis)
0/5	S1 – S16 & N6	\$4.3
2/F	S17, S18 & N1 – N5	\$4.5
3/F - 19/F	S1 – S18 & N1 – N8	\$4.3
20/F	S1 – S18 & N2	\$4.3
20/F	N1 & N3	\$4.4
21/F - 25/F	S1 – S18 & N1 – N3	\$4.3
26/F	S1 – S5	\$4.5
20/1	N1 – N3	\$4.3
27/F	S1 & S2	\$5.0
2115	N1 & N2	\$4.7

## Carpark Units

Car parking space : Approximately HK\$1,000 per space per month Motor cycle parking space : Approximately HK\$200 per space per month

The actual amount will be determined in accordance with the DMC. Payment should be made monthly in advance. The above estimations are based on 2020 expenditure level. Slight adjustment may be required upon completion and in accordance with the DMC.

## Payment to be made by Owner before he is given possession of his Unit(s):

- a) To pay a sum equivalent to 1 month's management fee as the first month management fee in advance;
- b) To pay a sum equivalent to 2 months' management fees as initial contribution to Capital Equipment Fund which is non-refundable and non-transferable:
- c) To pay a deposit equivalent to 3 months' management fees as security for due payment of all amounts payable by the Owner under the DMC which is non-refundable but transferable;
- d) To pay for the whole or a due proportion (according to the Undivided Shares allocated) of the water meter, electricity and all utility and other deposits which have already been paid in respect of his part of the Development and/or in respect of the Common Areas and Facilities; and
- e) To pay a sum not more than 1 month's contribution towards the Management Expenses payable in respect of his part of the Development based on the first annual management budget as a debris removal fee, provided that no such debris removal fee shall be payable in respect of a Carpark Unit. Any such fee received by the Manager which is not used for debris removal or special cleaning and clearing shall be credited to the Capital Equipment Fund.

## Note:

- 1. Shops are on G/F. Upper Unit floors are from 2/F to 27/F with omission of 4/F, 13/F, 14/F & 24/F. Unit number 4, S4, S13 & S14 and N4 are omitted.
- 2. Management fees deposit / Capital Equipment Fund / debris removal fee / utilities charges deposits paid in respect of the Unit concerned shall be paid by the Purchaser or reimbursed by the Purchaser to the Vendor before the Unit is handed over to the Purchaser.
- 3. All Purchasers shall pay the above-mentioned amounts on completion of the sale and purchase even if the exact amounts are yet to be finalized.

## 物業管理

## 物業管理公司

啟勝管理服務有限公司

## 管理公司任期

最初任期由大廈公共契約及管理合約(「大廈公契」)的日期起計兩年,管理公司每年之酬金為本地段及本發展項目之全年管埋總開支之15%。其後續任至根據大廈公契之條款終止為止。

### 陌笪管理曹

依據物業管理公司之預算管理費用及大廈公契所載的不分割份數分配計算:

樓層	單位	<b>預算管理費</b> (按建築面積每平方呎每月約港幣\$)
2樓	S1 – S16 及 N6	\$4.3
21女	S17 <sup>,</sup> S18 及 N1 – N5	\$4.5
3樓-19樓	S1 – S18 及 N1 – N8	\$4.3
20樓	S1 – S18 及 N2	\$4.3
20 B	N1 及 N3	\$4.4
21樓-25樓	S1-S18及N1-N3	\$4.3
26樓	S1 – S5	\$4.5
201安	N1 – N3	\$4.3
27樓	S1 及 S2	\$5.0
21 倭	N1 及 N2	\$4.7

## 車場單位

停車位:每個車位每月約港幣\$1,000 電單車停車位:每個車位每月約港幣\$200

實際收費按大廈公契條款計算。管理費須於每月上期繳付。以上預算費用乃基於2020年之開支水平釐訂,入伙時可能會根據大廈公契所載條款而略作調整。

## 業主須於被交予單位管有權前繳付以下費用:

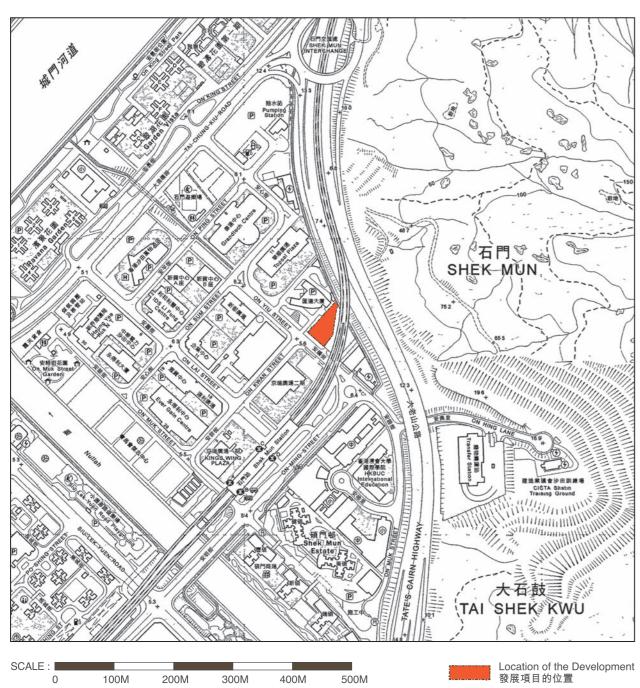
- a) 繳付相等於一個月管理費的款項,以預繳首個月管理費;
- b) 繳付相等於兩個月管理費的款項,作為對設備基金的首期供款,該筆款項將不予退還也不可轉讓;
- c) 繳付相等於三個月管理費的按金,以保證其繳付大廈公契訂明的所有款項,該筆款項將不予退還但可以轉讓;
- d) 就其在本發展項目所佔部分及/或公用地方及設施已繳付的水錶、電力、所有公用事業按金及其他按金,繳付全數或適當 比例之金額(按照分攤的不分割份數數目);及
- e) 根據首個年度的管理預算,繳付其在本發展項目所佔部分應攤付的一筆不超過一個月管理支出的款項,作為泥頭清理費,惟不需就車場單位繳付此泥頭清理費;如管理公司收取的任何該等款項沒有用作清理泥頭或特別清潔及清理,該等款項須撥入設備基金。

- 1. 商舖位於地下。上層單位樓層為2樓至27樓。不設4樓、13樓、14樓及24樓。不設4號、S4號、S13號、S14號及N4號單位。
- 2. 賣方交予單位給買方前,買方須支付或彌償賣方已支付該單位的所有管理費按金、設備基金、泥頭清理費及公用事業按金。
- 3. 儘管上述須繳付金額仍有待確定,買方仍須於完成買賣時繳付上述所列費用。

## Location Plan of the Development

## **發展項目位置圖**

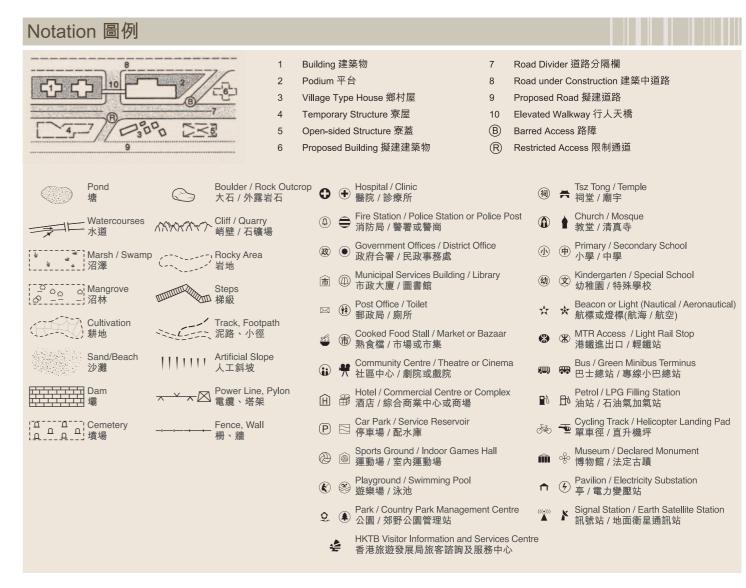




This Location Plan is prepared by the Vendor with reference to the Survey Sheet No. 7-SE-A dated 15 July 2020 published by Survey and Mapping Office of the Lands Department.

此位置圖是參考2020年7月15日出版之地政總署測繪圖,圖幅編號為7-SE-A,並由賣方擬備。

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## Notes

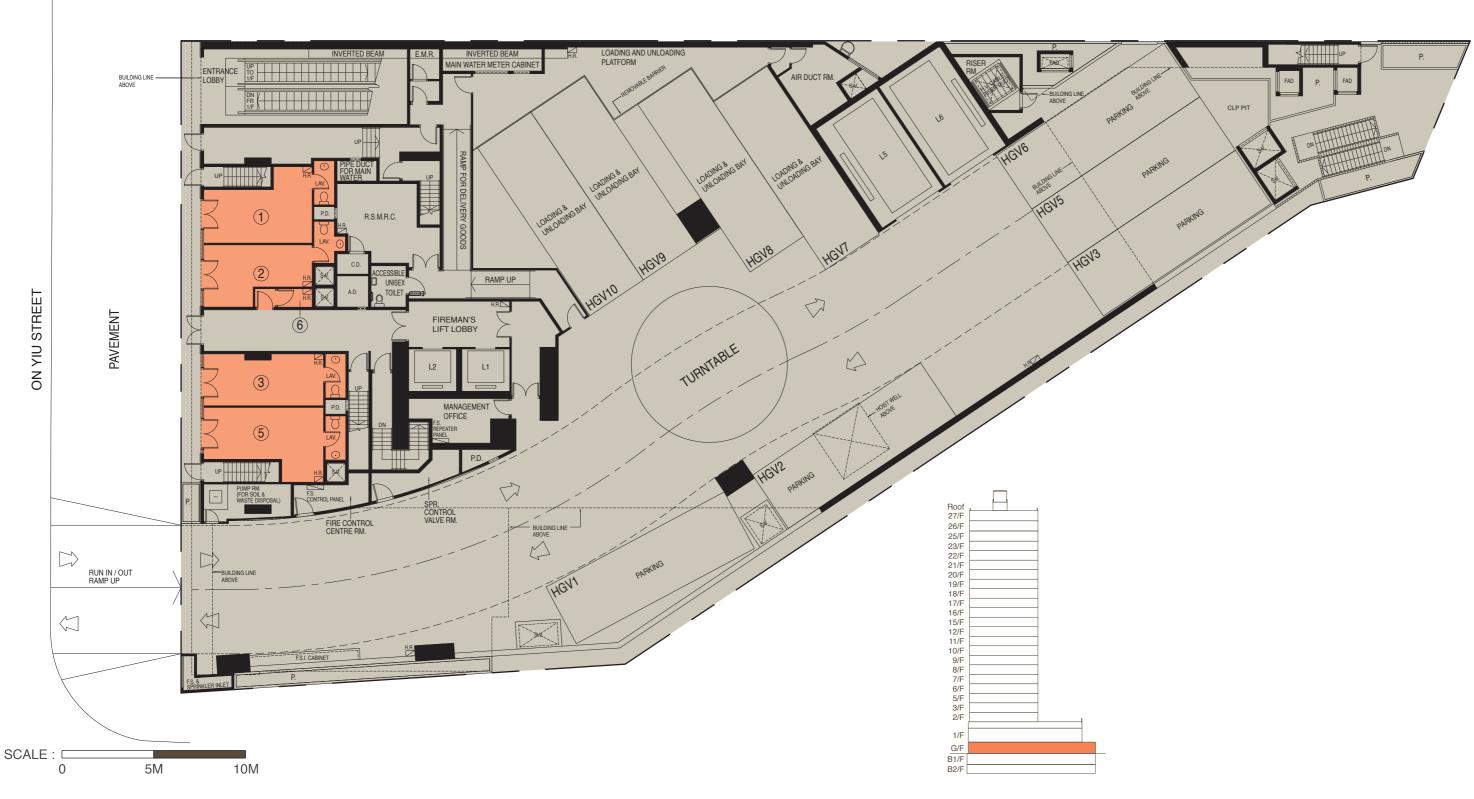
- 1. The overall development scheme of the Development and the surrounding environment and areas of the Development may be subject to change or modification.
- 2. The Vendor also advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

- 2. 賣方亦建議準買方到有關發展項目作實地考察,以對該發展項目、其周邊地區環境及鄰近的公共設施有較佳了解。

## G/F FLOOR PLAN

## 地下平面圖





## Notes:

- 1. Shops are on G/F. Upper Unit floors are from 2/F to 27/F with omission of 4/F, 13/F, 14/F & 24/F. Unit number 4, S4, S13 & S14 and N4 are omitted.
- 2. There are architectural and / or lighting features on the external walls of some floors and the roofs and / or flat roofs of the Development.
- 3. Load bearing walls are represented by thick solid lines.
- 4. The floor-to-floor height of G/F is approximately 5m (based on the approved building plans). 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.
- The condensers of the air-conditioning system are installed on A/C platforms.
- 6. The dimensions of the plans are all structural dimensions which are for reference only.
- All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 8. All layouts, interior and exterior partitions, decorations, designs, fittings and finishes, and all provisions of the above plan are subject to the final adjustment upon completion.
- 9. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
- 10. The internal areas of units on upper floors will generally be slightly larger than lower floors due to the reducing thickness of structural walls on upper levels.

- 2. 部份樓層外牆及發展項目天台及/或平台設有建築裝飾及/或燈光裝飾。
- 3. 承力結構牆以粗黑線表示。
- 4. 地下樓面至樓面高度約為5米 (根據已批准圖則)。樓面至樓面高度指該樓層之石屎地台面與上一層石屎地台面之高度距離。
- 5. 空調系統的冷凝器設於冷氣機平台。
- 6. 圖中所有尺寸數字為建築結構尺寸,只供參考用途。
- 7. 所有圖則以屋宇署及地政總署最後批准之圖則為準。
- 8. 所有佈局、室內及室外之間隔、裝飾、設計、裝置、裝修物料及設備以落成後所提供為準。
- 9. 賣方建議準買家到有關發展項目作實地考察,以對該發展項目、其周邊地區環境及附近的公共設施有較佳了解。
- 10. 因單位的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。

## 1/F FLOOR PLAN

## 1 樓平面圖







## Notes:

- 1. Upper Unit floors are from 2/F to 27/F with omission of 4/F, 13/F, 14/F & 24/F. Unit number S4, S13 & S14 and N4 are omitted.
- 2. There are architectural and / or lighting features on the external walls of some floors and the roofs and / or flat roofs of the Development.
- 3. Load bearing walls are represented by thick solid lines.
- 4. The floor-to-floor height of 1/F is approximately 5.95m (based on the approved building plans). 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.
- The condensers of the air-conditioning system are installed on A/C platforms.
- 6. The dimensions of the plans are all structural dimensions which are for reference only.
- 7. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 8. All layouts, interior and exterior partitions, decorations, designs, fittings and finishes, and all provisions of the above plan are subject to the final adjustment upon completion.
- 9. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
- 10. The internal areas of units on upper floors will generally be slightly larger than lower floors due to the reducing thickness of structural walls on upper levels.

- 1. 上層單位樓層為2樓至27樓。不設4樓、13樓、14樓及24樓。不設S4號、S13號、S14號及N4號單位。
- 2. 部份樓層外牆及發展項目天台及/或平台設有建築裝飾及/或燈光裝飾。
- 3. 承力結構牆以粗黑線表示。
- 4. 1樓樓面至樓面高度約為5.95米 (根據已批准圖則)。樓面至樓面高度指該樓層之石屎地台面與上一層石屎地台面之高度距離。
- 5. 空調系統的冷凝器設於冷氣機平台。
- 6. 圖中所有尺寸數字為建築結構尺寸,只供參考用途。
- 7. 所有圖則以屋宇署及地政總署最後批准之圖則為準。
- 8. 所有佈局、室內及室外之間隔、裝飾、設計、裝置、裝修物料及設備以落成後所提供為準。
- 9. 賣方建議準買家到有關發展項目作實地考察,以對該發展項目、其周邊地區環境及附近的公共設施有較佳了解。
- 10. 因單位的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。

## 2/F FI 00R PI AN

## 2 樓平面圖





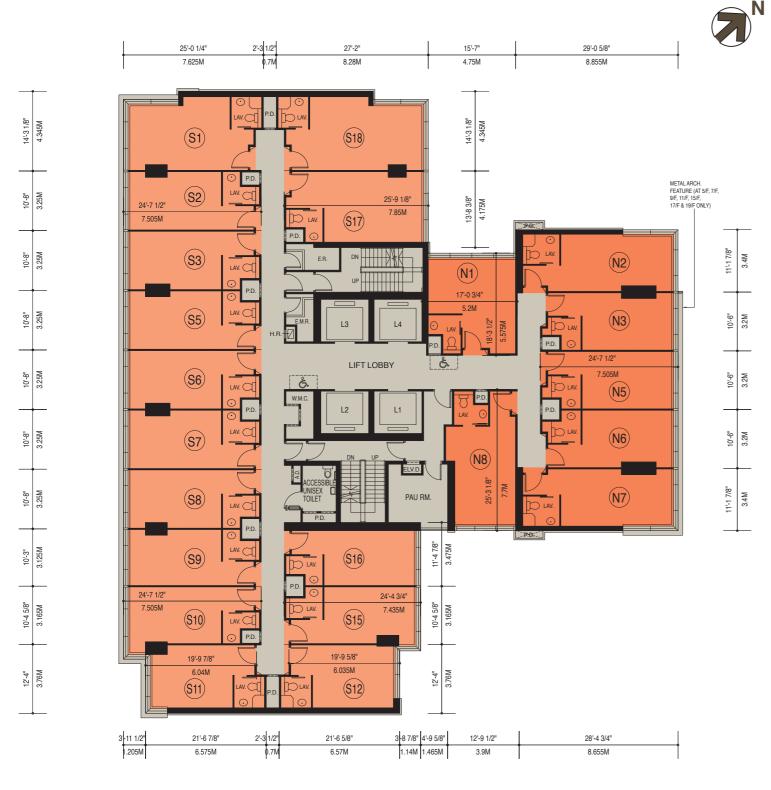
## Notes:

- 1. Upper Unit floors are from 2/F to 27/F with omission of 4/F, 13/F, 14/F & 24/F. Unit number S4, S13 & S14 and N4 are omitted.
- $2. \quad \text{There are architectural and / or lighting features on the external walls of some floors and the roofs and / or flat roofs of the Development.}$
- 3. Load bearing walls are represented by thick solid lines.
- 4. The floor-to-floor height of 2/F is approximately 4.2m (based on the approved building plans). 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.
- The condensers of the air-conditioning system are installed on A/C platforms.
- 6. The dimensions of the plans are all structural dimensions which are for reference only.
- 7. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 8. All layouts, interior and exterior partitions, decorations, designs, fittings and finishes, and all provisions of the above plan are subject to the final adjustment upon completion.
- 9. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
- 10. The internal areas of units on upper floors will generally be slightly larger than lower floors due to the reducing thickness of structural walls on upper levels.

- 2. 部份樓層外牆及發展項目天台及/或平台設有建築裝飾及/或燈光裝飾。
- 3. 承力結構牆以粗黑線表示。
- 4. 2樓樓面至樓面高度約為4.2米 (根據已批准圖則)。樓面至樓面高度指該樓層之石屎地台面與上一層石屎地台面之高度距離。
- 5. 空調系統的冷凝器設於冷氣機平台。
- 6. 圖中所有尺寸數字為建築結構尺寸,只供參考用途。
- 7. 所有圖則以屋宇署及地政總署最後批准之圖則為準。
- 8. 所有佈局、室內及室外之間隔、裝飾、設計、裝置、裝修物料及設備以落成後所提供為準。
- 9. 賣方建議準買家到有關發展項目作實地考察,以對該發展項目、其周邊地區環境及附近的公共設施有較佳了解。
- 10. 因單位的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。

## 3, 5-12 & 15-19/F FLOOR PLAN

## 3 樓 、 5 樓 至 12 樓 及 15 樓 至 19 樓 平 面 圖





## Notes

- 1. Upper Unit floors are from 2/F to 27/F with omission of 4/F, 13/F, 14/F & 24/F. Unit number S4, S13 & S14 and N4 are omitted.
- 2. There are architectural and / or lighting features on the external walls of some floors and the roofs and / or flat roofs of the Development.
- 3. Load bearing walls are represented by thick solid lines.
- 4. The floor-to-floor height of 3/F, 5/F 12/F and 15/F 19/F are approximately 4.2m respectively (based on the approved building plans). 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.
- The condensers of the air-conditioning system are installed on A/C platforms.
- 6. The dimensions of the plans are all structural dimensions which are for reference only.
- 7. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 8. All layouts, interior and exterior partitions, decorations, designs, fittings and finishes, and all provisions of the above plan are subject to the final adjustment upon completion.
- 9. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
- The internal areas of units on upper floors will generally be slightly larger than lower floors due to the reducing thickness of structural walls on upper levels.

## AREA SCHEDULE 面積表 (Area: sq.ft 面積:平方呎)

Saleable

Area

實用面積

Floor

樓層

單位

			ж, о рад (ж	XLXXIII IX	TO	<b>炒</b> /	人口
		S1	332	553	-	-	-
		S2	254	423	-	-	-
		S3	256	426	-	-	-
		S5	256	426	-	-	-
		S6	256	426	-	-	-
		S7	256	426	-	-	-
		S8	256	426	-	-	-
		S9	246	410	-	-	-
		S10	261	435	-	-	-
	3/F,	S11	254	423	-	-	-
	5/F - 12/F	S12	263	438	-	-	-
	&	S15	249	415	-	-	-
	15/F-19/F	S16	272	453	-	-	-
		S17	340	566	-	-	-
		S18	362	603	-	-	-
		N1	301	501	-	-	-
		N2	320	533	-	-	-
		N3	244	406	-	-	-
		N5	253	421	-	-	-
		N6	246	410	-	-	-
		N7	318	530	-	-	-
_		N8	313	521	-	-	-

**Gross Floor** 

Area

Other Areas 其他面積

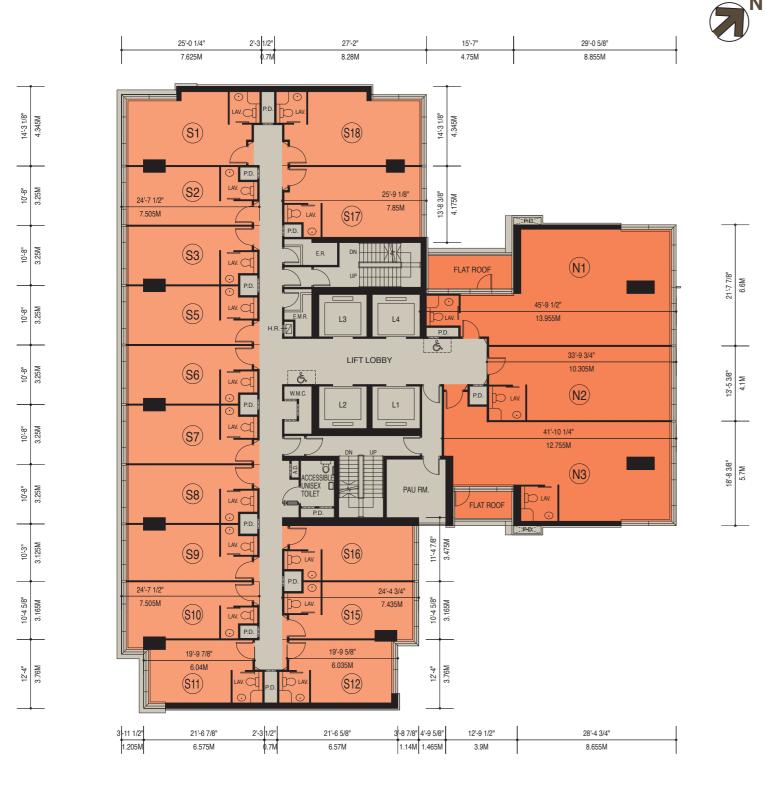
Flat Roof Stairhood

## 17/F 16/F 15/F 12/F 11/F 10/F 9/F 8/F 7/F 6/F 5/F 3/F 2/F 1/F 6/F B1/F B2/F

- 1. 上層單位樓層為2樓至27樓。不設4樓、13樓、14樓及24樓。不設S4號、S13號、S14號及N4號單位。
- 2. 部份樓層外牆及發展項目天台及/或平台設有建築裝飾及/或燈光裝飾。
- 3. 承力結構牆以粗黑線表示。
- 4. 3樓、5樓至12樓及15樓至19樓樓面至樓面高度分別約為4.2米 (根據已批准圖則)。樓面至樓面高度指該樓層之石屎地台面與上一層石屎地台面之高度距離。
- 5. 空調系統的冷凝器設於冷氣機平台。
- 6. 圖中所有尺寸數字為建築結構尺寸,只供參考用途。
- 7. 所有圖則以屋宇署及地政總署最後批准之圖則為準。
- 8. 所有佈局、室內及室外之間隔、裝飾、設計、裝置、裝修物料及設備以落成後所提供為準。
- 9. 賣方建議準買家到有關發展項目作實地考察,以對該發展項目、其周邊地區環境及附近的公共設施有較佳了解。
- 10. 因單位的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。

## 20/F FLOOR PLAN

## 20 樓 平 面 圖





## Notes:

- 1. Upper Unit floors are from 2/F to 27/F with omission of 4/F, 13/F, 14/F & 24/F. Unit number S4, S13 & S14 and N4 are omitted.
- 2. There are architectural and / or lighting features on the external walls of some floors and the roofs and / or flat roofs of the Development.
- 3. Load bearing walls are represented by thick solid lines.
- 4. The floor-to-floor height of 20/F is approximately 4.2m (based on the approved building plans). 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.
- The condensers of the air-conditioning system are installed on A/C platforms.
- 6. The dimensions of the plans are all structural dimensions which are for reference only.
- All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 8. All layouts, interior and exterior partitions, decorations, designs, fittings and finishes, and all provisions of the above plan are subject to the final adjustment upon completion.
- 9. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
- The internal areas of units on upper floors will generally be slightly larger than lower floors due to the reducing thickness of structural walls on upper levels.

## AREA SCHEDULE 面積表 (Area: sq.ft 面積:平方呎)

Saleable

	樓層	單位	area 實用面積	Area 建築面積	Flat Roof 平台	Stairhood 梯屋	Roof 天台
		S1	332	553	-	-	-
		S2	254	423	-	-	-
		S3	256	426	-	-	-
		S5	256	426	-	-	-
		S6	256	426	-	-	-
		S7	256	426	-	-	-
		S8	256	426	-	-	-
		S9	246	410	-	-	-
	20/F	S10	261	435	-	-	-
	20/1	S11	254	423	-	-	-
		S12	263	438	-	-	-
		S15	249	415	-	-	-
		S16	272	453	-	-	-
		S17	340	566	-	-	-
		S18	362	603	-	-	-
		N1	770	1,283	83	~	-
		N2	455	758	-	-	-
_		N3	742	1,236	45	-	-

**Gross Floor** 

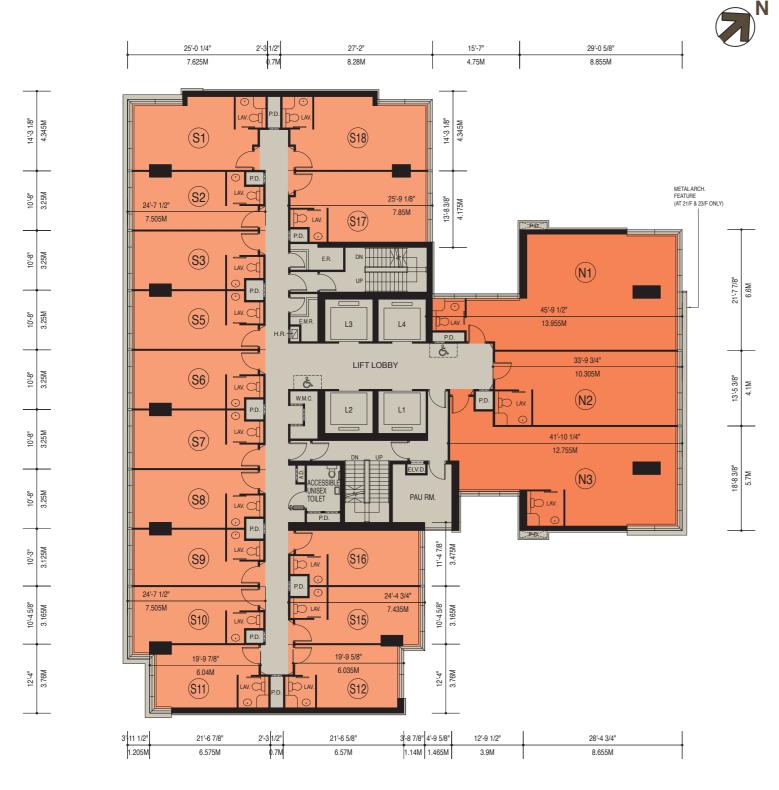
Other Areas 其他面積

# 25/F 23/F 23/F 22/F 22/F 21/F 20/F 9/F 9/F 15/F 15/F 11/F 10/F 11/F 6/F 5/F 3/F 2/F 1/F 6/F 5/F 3/F 2/F 1/F 6/F 5/F 3/F 2/F

- 1. 上層單位樓層為2樓至27樓。不設4樓、13樓、14樓及24樓。不設S4號、S13號、S14號及N4號單位。
- 2. 部份樓層外牆及發展項目天台及/或平台設有建築裝飾及/或燈光裝飾。
- 3. 承力結構牆以粗黑線表示。
- 4. 20樓樓面至樓面高度約為4.2米 (根據已批准圖則)。樓面至樓面高度指該樓層之石屎地台面與上一層石屎地台面之高度距離。
- 5. 空調系統的冷凝器設於冷氣機平台。
- 6. 圖中所有尺寸數字為建築結構尺寸,只供參考用途。
- 7. 所有圖則以屋宇署及地政總署最後批准之圖則為準。
- 8. 所有佈局、室內及室外之間隔、裝飾、設計、裝置、裝修物料及設備以落成後所提供為準。
- 9. 賣方建議準買家到有關發展項目作實地考察,以對該發展項目、其周邊地區環境及附近的公共設施有較佳了解。
- 10. 因單位的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。

## 21-23 & 25/F FLOOR PLAN

## 21 樓 至 23 樓 及 25 樓 平 面 圖





## Notes

- 1. Upper Unit floors are from 2/F to 27/F with omission of 4/F, 13/F, 14/F & 24/F. Unit number S4, S13 & S14 and N4 are omitted.
- 2. There are architectural and / or lighting features on the external walls of some floors and the roofs and / or flat roofs of the Development.
- 3. Load bearing walls are represented by thick solid lines.
- 4. The floor-to-floor height of 21/F 23/F are approximately 4.2m, and 25/F is approximately 4.5m respectively (based on the approved building plans). 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.
- The condensers of the air-conditioning system are installed on A/C platforms.
- 6. The dimensions of the plans are all structural dimensions which are for reference only.
- 7. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 8. All layouts, interior and exterior partitions, decorations, designs, fittings and finishes, and all provisions of the above plan are subject to the final adjustment upon completion.
- 9. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
- 10. The internal areas of units on upper floors will generally be slightly larger than lower floors due to the reducing thickness of structural walls on upper levels.

## AREA SCHEDULE 面積表 (Area: sq.ft 面積:平方呎)

Saleable

樓層	單位	Area 實用面積	Area 建築面積	Flat Roof 平台	Stairhood 梯屋	Roof 天台
	S1	332	553	-	-	-
	S2	254	423	-	-	-
	S3	256	426	-	-	-
	S5	256	426	-	-	-
	S6	256	426	-	-	-
	S7	256	426	-	-	-
	S8	256	426	-	-	-
	S9	246	410	-	-	-
21/F-23/F	S10	261	435	-	-	-
& 25/F	S11	254	423	-	-	-
	S12	263	438	-	-	-
	S15	249	415	-	-	-
	S16	272	453	-	-	-
	S17	340	566	-	-	-
	S18	362	603	-	-	-
	N1	770	1,283	-	-	-
	N2	455	758	-	-	-
	N3	742	1,236	-	-	-

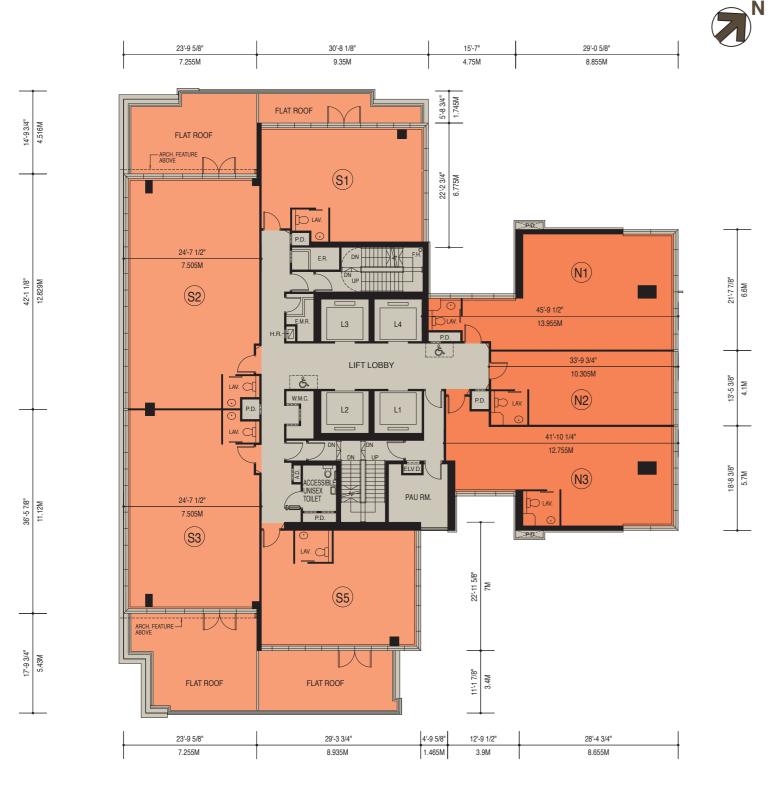
**Gross Floor** 

Other Areas 其他面積

- 1. 上層單位樓層為2樓至27樓。不設4樓、13樓、14樓及24樓。不設S4號、S13號、S14號及N4號單位。
- 2. 部份樓層外牆及發展項目天台及/或平台設有建築裝飾及/或燈光裝飾。
- 3. 承力結構牆以粗黑線表示。
- 4. 21樓至23樓樓面至樓面高度約為4.2米,及25樓樓面至樓面高度約為4.5米 (根據已批准圖則)。樓面至樓面高度指該樓層之石屎地台面與上一層石屎地台面之高度距離。
- 5. 空調系統的冷凝器設於冷氣機平台。
- 6. 圖中所有尺寸數字為建築結構尺寸,只供參考用途。
- 7. 所有圖則以屋宇署及地政總署最後批准之圖則為準。
- 8. 所有佈局、室內及室外之間隔、裝飾、設計、裝置、裝修物料及設備以落成後所提供為準。
- 9. 賣方建議準買家到有關發展項目作實地考察,以對該發展項目、其周邊地區環境及附近的公共設施有較佳了解。
- 10. 因單位的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。

## 26/F FLOOR PLAN

## 26 樓平面圖





## Notes:

- 1. Upper Unit floors are from 2/F to 27/F with omission of 4/F, 13/F, 14/F & 24/F. Unit number S4, S13 & S14 and N4 are omitted.
- 2. There are architectural and / or lighting features on the external walls of some floors and the roofs and / or flat roofs of the Development.
- 3. Load bearing walls are represented by thick solid lines.
- 4. The floor-to-floor height of 26/F is approximately 4.5m (based on the approved building plans). 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.
- The condensers of the air-conditioning system are installed on A/C platforms.
- 6. The dimensions of the plans are all structural dimensions which are for reference only.
- All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 8. All layouts, interior and exterior partitions, decorations, designs, fittings and finishes, and all provisions of the above plan are subject to the final adjustment upon completion.
- 9. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
- 10. The internal areas of units on upper floors will generally be slightly larger than lower floors due to the reducing thickness of structural walls on upper levels.



## AREA SCHEDULE 面積表 (Area: sq.ft 面積:平方呎)

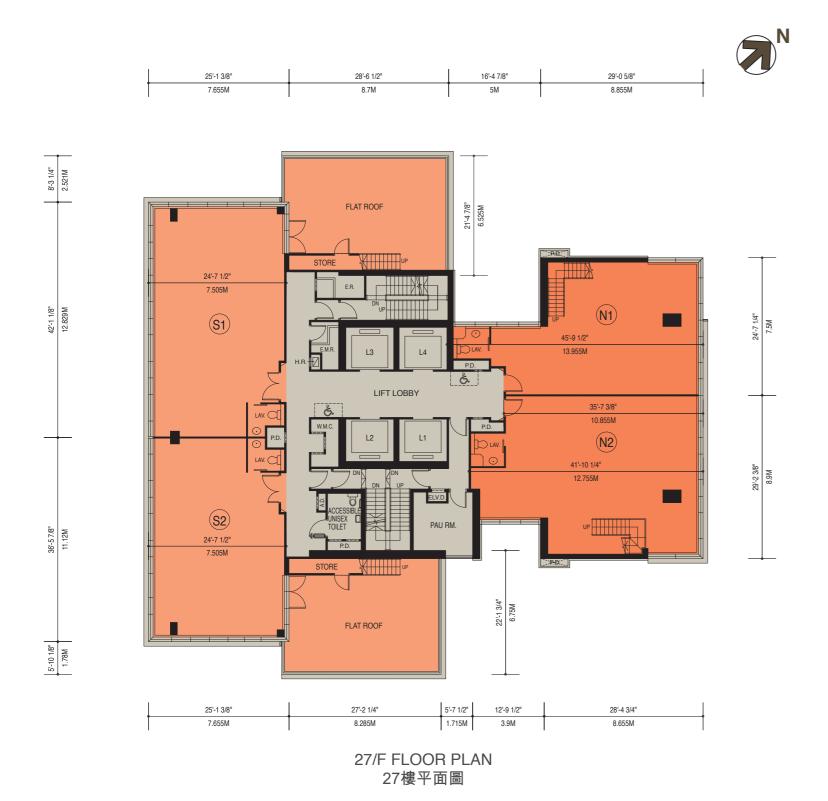
Floor	Unit	Saleable	Gross Floor	Other Areas 其他面積			
Floor 樓層	單位	Area 實用面積	Area 建築面積	Flat Roof 平台	Stairhood 梯屋	Roof 天台	
	S1	649	1,081	120	-	-	
	S2	1,028	1,713	299	-	-	
	S3	889	1,481	332	-	-	
26/F	S5	663	1,105	245	-	-	
	N1	770	1,283	-	-	-	
	N2	455	758	-	-	-	
	N3	742	1,236	-	-	-	

## 註:

- 1. 上層單位樓層為2樓至27樓。不設4樓、13樓、14樓及24樓。不設S4號、S13號、S14號及N4號單位。
- 2. 部份樓層外牆及發展項目天台及/或平台設有建築裝飾及/或燈光裝飾。
- 3. 承力結構牆以粗黑線表示。
- 4. 26樓樓面至樓面高度約為4.5米 (根據已批准圖則)。樓面至樓面高度指該樓層之石屎地台面與上一層石屎地台面之高度距離。
- 5. 空調系統的冷凝器設於冷氣機平台。
- 6. 圖中所有尺寸數字為建築結構尺寸,只供參考用途。
- 7. 所有圖則以屋宇署及地政總署最後批准之圖則為準。
- 8. 所有佈局、室內及室外之間隔、裝飾、設計、裝置、裝修物料及設備以落成後所提供為準。
- 9. 賣方建議準買家到有關發展項目作實地考察,以對該發展項目、其周邊地區環境及附近的公共設施有較佳了解。
- 10. 因單位的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。

## 27/F & R/F FLOOR PLAN

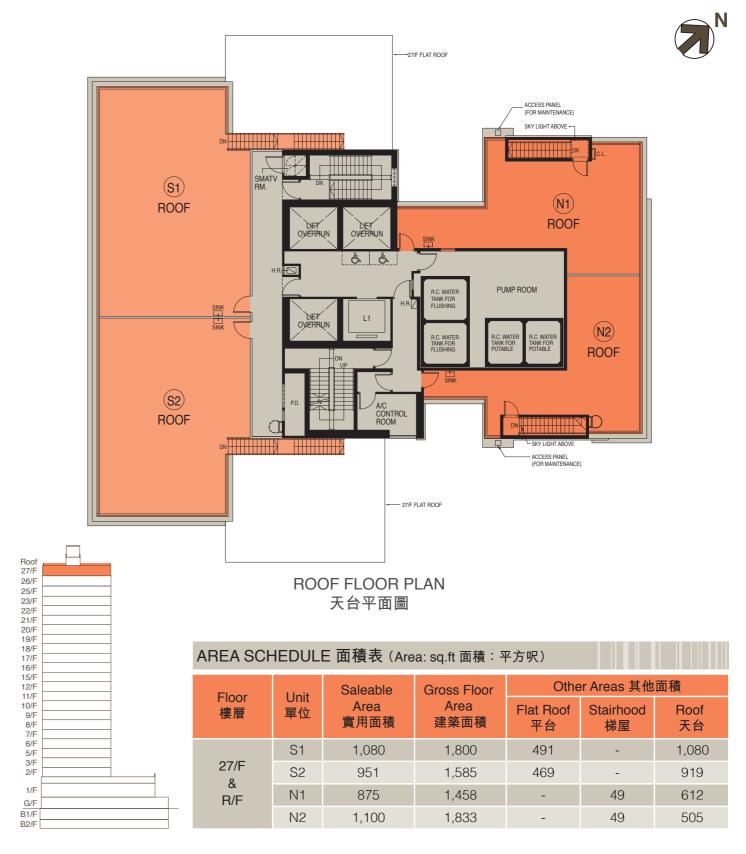
## 27 樓及天台平面圖





## Notes:

- $1. \quad \text{Upper Unit floors are from 2/F to 27/F with omission of 4/F, 13/F, 14/F \& 24/F. Unit number S4, S13 \& S14 and N4 are omitted.}$
- $2. \quad \text{There are architectural and / or lighting features on the external walls of some floors and the roofs and / or flat roofs of the Development.}$
- 3. Load bearing walls are represented by thick solid lines.
- 4. The floor-to-floor height of 27/F is approximately 4.5m (based on the approved building plans). 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.
- The condensers of the air-conditioning system are installed on A/C platforms.
- 6. The dimensions of the plans are all structural dimensions which are for reference only.
- All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 8. All layouts, interior and exterior partitions, decorations, designs, fittings and finishes, and all provisions of the above plan are subject to the final adjustment upon completion.
- 9. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
- 10. The internal areas of units on upper floors will generally be slightly larger than lower floors due to the reducing thickness of structural walls on upper levels.



- 1. 上層單位樓層為2樓至27樓。不設4樓、13樓、14樓及24樓。不設S4號、S13號、S14號及N4號單位。
- 2. 部份樓層外牆及發展項目天台及/或平台設有建築裝飾及/或燈光裝飾。
- 3. 承力結構牆以粗黑線表示。
- 4. 27樓樓面至樓面高度約為4.5米 (根據已批准圖則)。樓面至樓面高度指該樓層之石屎地台面與上一層石屎地台面之高度距離。
- 5. 空調系統的冷凝器設於冷氣機平台。
- 6. 圖中所有尺寸數字為建築結構尺寸,只供參考用途。
- 7. 所有圖則以屋宇署及地政總署最後批准之圖則為準。
- 8. 所有佈局、室內及室外之間隔、裝飾、設計、裝置、裝修物料及設備以落成後所提供為準。
- 9. 賣方建議準買家到有關發展項目作實地考察,以對該發展項目、其周邊地區環境及附近的公共設施有較佳了解。
- 10. 因單位的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。

## LMR/F & UR/F FLOOR PLAN

## 升降機機房及上層天台平面圖





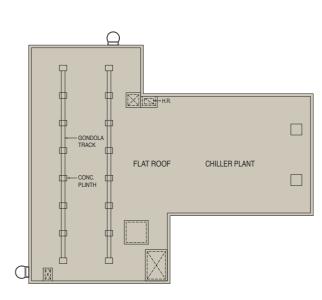


PLAN OF LIFT MACHINE ROOM (AT LEVEL 116.740) 升降機機房平面圖 (於水平116.740)

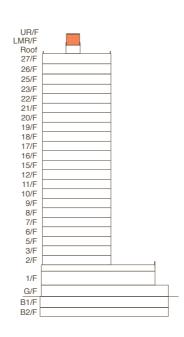
SCALE: 5M 10M

## Notes

- 1. Upper Unit floors are from 2/F to 27/F with omission of 4/F, 13/F, 14/F & 24/F. Unit number S4, S13 & S14 and N4 are omitted.
- 2. There are architectural and / or lighting features on the external walls of some floors and the roofs and / or flat roofs of the Development.
- 3. Load bearing walls are represented by thick solid lines.
- 4. The condensers of the air-conditioning system are installed on A/C platforms.
- 5. The dimensions of the plans are all structural dimensions which are for reference only.
- 6. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 7. All layouts, interior and exterior partitions, decorations, designs, fittings and finishes, and all provisions of the above plan are subject to the final adjustment upon completion.
- 8. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
- 9. The internal areas of units on upper floors will generally be slightly larger than lower floors due to the reducing thickness of structural walls on upper levels.



UPPER ROOF PLAN 上層天台平面圖



## 註:

- 1. 上層單位樓層為2樓至27樓。不設4樓、13樓、14樓及24樓。不設S4號、S13號、S14號及N4號單位。
- 2. 部份樓層外牆及發展項目天台及/或平台設有建築裝飾及/或燈光裝飾。
- 3. 承力結構牆以粗黑線表示。
- 4. 空調系統的冷凝器設於冷氣機平台。
- 5. 圖中所有尺寸數字為建築結構尺寸,只供參考用途。
- 6. 所有圖則以屋宇署及地政總署最後批准之圖則為準。
- 7. 所有佈局、室內及室外之間隔、裝飾、設計、裝置、裝修物料及設備以落成後所提供為準。
- 8. 賣方建議準買家到有關發展項目作實地考察,以對該發展項目、其周邊地區環境及附近的公共設施有較佳了解。
- 9. 因單位的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。

## B2/FFIOORPIAN

## 地庫2層平面圖地庫





## Notes:

- 1. Upper Unit floors are from 2/F to 27/F with omission of 4/F, 13/F, 14/F & 24/F. Unit number S4, S13 & S14 and N4 are omitted.
- 2. There are architectural and / or lighting features on the external walls of some floors and the roofs and / or flat roofs of the Development.
- 3. Load bearing walls are represented by thick solid lines.
- 4. The floor-to-floor height of B2/F is approximately 3.85m (based on the approved building plans). 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.
- 5. The condensers of the air-conditioning system are installed on A/C platforms.
- 6. The dimensions of the plans are all structural dimensions which are for reference only.
- 7. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 8. All layouts, interior and exterior partitions, decorations, designs, fittings and finishes, and all provisions of the above plan are subject to the final adjustment upon completion.
- 9. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
- 10. The internal areas of units on upper floors will generally be slightly larger than lower floors due to the reducing thickness of structural walls on upper levels.

- 2. 部份樓層外牆及發展項目天台及/或平台設有建築裝飾及/或燈光裝飾。
- 3. 承力結構牆以粗黑線表示。
- 4. 地庫2層樓面至樓面高度約為3.85米 (根據已批准圖則)。樓面至樓面高度指該樓層之石屎地台面與上一層石屎地台面之高度距離。
- 5. 空調系統的冷凝器設於冷氣機平台。
- 6. 圖中所有尺寸數字為建築結構尺寸,只供參考用途。
- 7. 所有圖則以屋宇署及地政總署最後批准之圖則為準。
- 8. 所有佈局、室內及室外之間隔、裝飾、設計、裝置、裝修物料及設備以落成後所提供為準。
- 9. 賣方建議準買家到有關發展項目作實地考察,以對該發展項目、其周邊地區環境及附近的公共設施有較佳了解。
- 10. 因單位的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。



## /F FLOOR PI

## 地庫1層平面圖





## Notes:

- 1. Upper Unit floors are from 2/F to 27/F with omission of 4/F, 13/F, 14/F & 24/F. Unit number S4, S13 & S14 and N4 are omitted.
- 2. There are architectural and / or lighting features on the external walls of some floors and the roofs and / or flat roofs of the Development.
- 3. Load bearing walls are represented by thick solid lines.
- 4. The floor-to-floor height of B1/F is approximately 4.95m (based on the approved building plans). 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.
- 5. The condensers of the air-conditioning system are installed on A/C platforms.
- 6. The dimensions of the plans are all structural dimensions which are for reference only.
- 7. All plans are subject to the final approval by the Buildings Department and the Lands Department.

10M

- 8. All layouts, interior and exterior partitions, decorations, designs, fittings and finishes, and all provisions of the above plan are subject to the final adjustment upon completion.
- 9. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
- 10. The internal areas of units on upper floors will generally be slightly larger than lower floors due to the reducing thickness of structural walls on upper levels.



- 1. 上層單位樓層為2樓至27樓。不設4樓、13樓、14樓及24樓。不設S4號、S13號、S14號及N4號單位。
- 2. 部份樓層外牆及發展項目天台及/或平台設有建築裝飾及/或燈光裝飾。
- 3. 承力結構牆以粗黑線表示。
- 4. 地庫1層樓面至樓面高度約為4.95米(根據已批准圖則)。樓面至樓面高度指該樓層之石屎地台面與上一層石屎地台面之高度距離。
- 5. 空調系統的冷凝器設於冷氣機平台。
- 6. 圖中所有尺寸數字為建築結構尺寸,只供參考用途。
- 7. 所有圖則以屋宇署及地政總署最後批准之圖則為準。
- 8. 所有佈局、室內及室外之間隔、裝飾、設計、裝置、裝修物料及設備以落成後所提供為準。
- 9. 賣方建議準買家到有關發展項目作實地考察,以對該發展項目、其周邊地區環境及附近的公共設施有較佳了解。
- 10. 因單位的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。

## Legend of Terms and Abbreviations used on Floor Plans

## 平面圖中所使用含詞及簡稱之圖例

= 27樓平台 27/F FLAT ROOF = AIR-CONDITIONER CONTROL ROOM 冷氣機控制室 A/C CONTROL ROOM ACCESS PANEL (FOR MAINTENANCE) = 檢修門(僅供維修用) ACCESSIBLE UNISEX TOILET = 暢通易達洗手間 ACCESSIBLE CARPARK = 暢通易達停車位 A.D. = AIR DUCT 通風槽 AIR DUCT RM. = AIR DUCT ROOM 通風槽房 = ARCHITECTURAL FEATURE ABOVE 建築裝飾置上 ARCH. FEATURE ABOVE **BUILDING LINE ABOVE** - 建築線署 h C.D. = CABLE DUCT 電線槽 C.L. = CAT LADDER 豎梯 CAR LIFT MACHINE ROOM = 車用升降機機房 CHILLER PLANT = 製冷設備 CLP PIT = 中電井 CONC. PLINTH = CONCRETE PLINTH 混凝土基座 DN = DOWN 落 = DOWN FROM 1/F 由1樓落 DN FR 1/F DN TO G/F = DOWN TO G/F 向下往地下 = 車路 **DRIVEWAY** EAD = EXHAUST AIR DUCT 排氣管道 = EXTRA-LOW VOLTAGE DUCT 特低壓線槽 ELV. D. ELV. RM. = EXTRA-LOW VOLTAGE ROOM 特低壓機電房 = ELECTRIC METER CABINET 電錶櫃 E.M.C. E.M.R. = ELECTRIC METER ROOM 電錶房 = ELECTRIC ROOM 電力房 E.R. **EMERGENCY GENERATOR ROOM** = 緊急發電機機房 **ENTRANCE LOBBY** = 入口大堂 = FLAT ROOF 平台 F.R. F.S. REPEATER PANEL = FIRE SERVICES REPEATER PANEL 消防中繼板 F.S. & SPRINKER INLET = FIRE SERVICES AND SPRINKER INLET 消防及花灑入水掣 = FIRE SERVICES PUMP ROOM 消防及花灑泵房 F.S. & SPRINKER PUMP ROOM = FIRE SERVICES CONTROL PANEL 消防指示儀表板 F.S. CONTROL PANEL F.S.I. CABINET = FIRE SERVICE INSTALLATION CABINET 消防裝置櫃 = FIRE SERVICES WATER METER CABINET 消防水錶櫃 F.S.W.M.C. FAD = FRESH AIR DUCT 鮮風管道 FIREMAN'S LIFT LOBBY = 消防電梯大堂 = FIRE CONTROL CENTRE ROOM 消防控制室 FIRE CONTROL CENTRE RM. = 平台 **FLAT ROOF** FUEL TANK RM. = FUEL TANK ROOM 貯油房 **GLASS CLADDING** = 玻璃飾面 **GLASS SKY LIHGT** = 玻璃天窗 **GONDOLA TRACK** = 吊船軌 = HOSE REEL 消防喉轆 H.R. H.V. CABLE RISER DUCT = HIGH VOLTAGE CABLE RISER DUCT 高壓電纜上引管道 HOIST WELL ABOVE = 吊重機井道置上 HOISTWAY WELL = 吊重機井道 **INVERTED BEAM** = 倒置的橫樑 **INACCESSIBLE FLAT ROOF** = 不能到達的平台 = LAVATORY 洗手間 LAV. LIFT LOBBY = 升降機大堂

= 升降機機房

= 升降機緩衝

= 升降機通風口

LIFT MACHINE ROOM

LIFT OVERRUN

LIFT VENT

LOADING AND UNLOADING BAY = 上貨落貨處 = 上貨落貨平台 LOADING AND UNLOADING PLATFORM = MAIN WATER METER CABINET 總水錶櫃 MAIN W.M.C. MANAGEMENT OFFICE = METAL ARCHITECTURAL FEATURE 金屬建築裝飾 METAL ARCH. FEATURE OFFICE CONFERENCE ROOM = 辦公室會議房 OFFICE LOBBY = 辦公室大堂 ON YIU STREET = 安耀街 P. = PLANTER 花槽 P.D. = PIPE DUCT 管道槽 **PARKING** = 停車位 PAU ROOM = PRIMARY AIR UNIT ROOM 鮮風櫃房 = 行人道 PAVEMENT PIPE DUCT ROOM = 管道房 PIPE DUCT FOR MAIN WATER = 總水管道 PLANTER = 花槽 = 平台 **PLATFORM** POTABLE & FLUSHING PUMP ROOM = 飲用水及沖廁水泵房 = 泵房(污水處理) PUMP ROOM (FOR SOIL & WASTE DISPOSAL) = REINFORCED CONCRETE WATER TANK FOR FLUSHING R.C. WATER TANK FOR FLUSHING 鋼筋混凝土沖廁水水缸 R.C. WATER TANK FOR POTABLE = REINFORCED CONCRETE WATER TANK FOR POTABLE 鋼筋混凝土飲用水水缸 R.S.M.R.C. = REFUSE STORAGE AND MATERIAL REVOVERY CHAMBER 垃圾及物料回收房 RAMP UP = 向上斜道 = 送貨斜道 RAMP FOR DELIVERY GOODS REMOVABLE BARRIER = 可拆除的柵欄 = RISER ROOM 上引管道房 RISER RM. **ROOF** = 天台 **ROOF FLOOR** = 天台層 RUN IN / RUN OUT = 車輛出入通道 S.P.D. = SOIL PIPE DUCT 污水管道 S.V. = SMOKE VENT 排煙口 SINK = 洗滌盆 SKY LIGHT ABOVE = 天窗置上 = SATELLITE MASTER ANTENNA TELEVISION ROOM SMATV RM. 衞星電視共用天線房 SPRINKLER CONTROL VALVE RM. = 灑水控制閥房 SPRINKLER WATER TANK = 花灑水缸 STORE = 儲物房 **SWITCH ROOM** = 電掣房 = 冷凍機掣房 SWITCH ROOM FOR CHILLER T.B.E. RM. = TELECOMMUNICATION BROADCAST EQUIPMENT ROOM 電訊及廣播設備機房 T.R.S. = TEMPORARY REFUGE SPACES 臨時庇護處 TRANSFER FLUSHING WATER TANK = 輸送沖廁水水缸 TRANSFER POTABLE WATER TANK = 輸送飲用水水缸 TRANSFORMER ROOM = 電力變壓房 = 轉盤 TURNTABLE UP = 上

= UP FROM G/F 由地下上

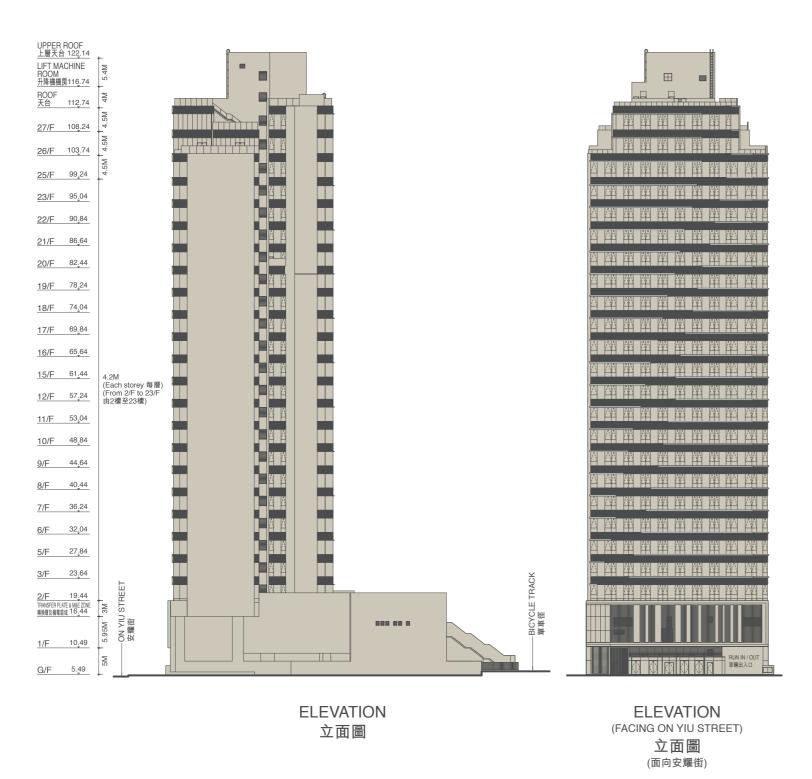
= WATER METER CABINET 水錶櫃

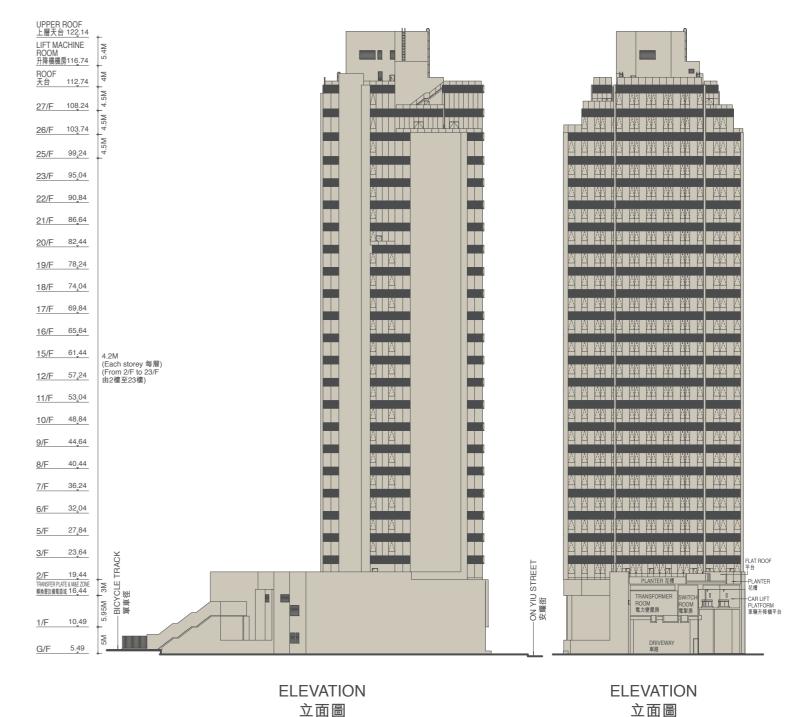
= 向上往1樓

UP FR G/F

UP TO 1/F

W.M.C.





## Notes:

## 註:

<sup>1. 4/</sup>F, 13/F, 14/F and 24/F are omitted.

<sup>2.</sup> All plans are subject to the final approval by the Buildings Department and the Lands Department.

<sup>3.</sup> The Vendor also advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

<sup>2.</sup> 所有圖則以屋宇署及地政總署最後批准之圖則為準。

<sup>3.</sup> 賣方亦建議準買方到有關發展項目作實地考察,以對該發展項目、其周邊地區環境及鄰近的公共設施有較佳了解。

- 1. A Deed of Mutual Covenant and Management Agreement ("DMC") has been entered into in respect of Sha Tin Lot No. 617 (the "Land") and W Luxe (the "Development").
- 2. Kai Shing Management Services Limited has been appointed as the Manager for an initial term of two years from the date of the DMC and such appointment shall thereafter continue until termination in accordance with the terms of the DMC.
- 3. **"Common Areas and Facilities"** means the Development Common Areas and Facilities, the Upper Unit Common Areas and Facilities, the Carpark Common Areas and Facilities and such other areas and facilities of the Development as may be designated by the First Owner as common areas and facilities in accordance with the DMC.
- 4. "Development Common Areas and Facilities" means and includes:-
  - (a) (i) such parts of external walls of the Development which are shown and coloured Indigo on the elevation plans annexed to the DMC (certified by or on behalf of the Authorized Person as to the accuracy);
    - foundations and structures, structural elements, metal cladding, metal louver, lift platform, wind guard, lift vent, fan room, party walls (if any) between the Development and the adjoining building(s), architectural features, feature wall, architectural fin, ramps, passages, entrance, staircases, landings, platforms, landscaped areas (if any), communal flat roof, corridors, lift lobbies, cargo lift lobby, cargo lift, firemen's lift lobbies, fire service control centre and control valve room, accessible unisex toilets, lifts, telephone duct, telephone lead-in duct, H.V. cable duct, cable trench, lift shafts, lift pits, store room and chemical mixing area, refuse storage and material recovery chamber, primary air handling unit room, water check meter cabinet, water meter duct, tank rooms, water tanks, potable water tanks, flushing water tanks, flushing and potable pump rooms, sprinkler pump room, booster pump room, sprinkler inlet, sprinkler control valve, fire services pump room, fire services and sprinkler inlet, fire service riser, switch rooms, electrical meter rooms, duct rooms, E.L.V. room, flat roofs and roofs (other than those held or intended to be held together with a Unit), accessible flat roof for maintenance, upper roofs, trap door, management office, caretaker area, caretaker counter, guard room, vertical greening, Greenery Areas, planter, gondola, gondola track and gondola parking area (if any), lightning pole, cat ladder with safety hoop, pump rooms, A/C platforms, A/C chiller plant, lift machine rooms, emergency generator room, transformer room, fuel tank room, cable ducts, telecommunication and broadcasting equipment (T.B.E.) rooms, pipe duct, meter rooms, voids, lighting systems, lighting conduits and fittings, drains (including any road drainage system passing through the Land), sprinkler, electrical cable trench, channels, sewers (including any sewer, drain or pipe constructed by the First Owner on or beneath government land serving the Development or any part thereof), meters, transformers and ancillary installations and facilities, lighting fixtures, signages, control panels, pipes, ducts, wires, cables, valves, switches, security rooms, fire services pump tanks, fire services control rooms, fire services ventilated lobbies, hose reels, exit sign, other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas electricity, air-conditioning and other services are supplied to the Development, pumps, fire services pump room, fire services water tank, sprinkler water tank, sanitary fittings, electrical installations, refuse disposal equipment, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, sprinkler system, security systems and apparatus, solid concrete block walls, parapet walls, FRR glazed door, protective railing, open well, open passage, emergency vehicular access, communal antenna systems (if any), loading and unloading platform, heavy goods vehicle loading and unloading spaces on the Ground Floor, heavy goods vehicle parking spaces on the Ground Floor, accessible parking spaces on the Basement 1 Floor and Basement 2 Floor, the turntable on the Ground Floor, the Office Conference Room on the First Floor and such other areas and any other systems, services, devices and facilities provided or installed in the Development intended for the common use and benefit of the Development as a whole and not just any particular Unit and which are (insofar as the same are capable of being identified on plan) for the purposes of identification only shown coloured Indigo on the plans annexed to the DMC (certified by or on behalf of the Authorized Person as to the accuracy);
  - (b) and such other areas, systems, devices, services and facilities of and in the Land and the Development as may at any time be designated as Development Common Areas and Facilities by the First Owner in accordance with the DMC; and
  - (c) to the extent not specifically provided in paragraphs (a) to (b) above, such other parts of the Land and the Development as may fall within the definition of "common parts" as defined in the BMO
  - but shall exclude the Upper Unit Common Areas and Facilities and the Carpark Common Areas and Facilities.
- 5. "Upper Unit Common Areas and Facilities" means and includes:-
  - (a) (i) such parts of external walls and curtain walls (including openable windows thereof) from and including the 2<sup>nd</sup> Floor level up to and including Upper Roof level of the Development which are shown and coloured Yellow on the elevation plans annexed to the DMC (certified by or on behalf of the Authorized Person as to the accuracy);
    - (ii) metal cladding, metal louver, lift platform, wind guard, lift vent, fan room, architectural features, feature wall, architectural fin, aluminum canopy, ramps, passages, main entrance, entrance lobby, staircases, landings, platforms, landscaped areas (if any), communal flat roof, corridors, lift lobbies, cargo lift lobby, cargo lift, accessible unisex toilets, waiting space, lifts, escalators, office lobby on the First Floor, telephone duct, telephone lead-in duct, H.V. cable duct, cable trench, lift shafts, lift pits, store room and chemical mixing area, refuse storage and material recovery chamber, primary air handling unit room, water check meter cabinet, water meter duct, tank rooms, water tanks, potable water tanks, flushing water tanks, flushing and potable pump rooms, sprinkler pump room, booster pump room, sprinkler inlet, sprinkler control valve, fire services pump room, fire services and sprinkler inlet, fire service riser, switch rooms, electrical meter rooms, duct rooms, flat roofs and roofs (other than those held or intended to be held together with a Unit), accessible flat roof for maintenance, upper roofs, trap door, caretaker area, caretaker counter, planter, lightning pole, cat ladder with safety hoop, pump rooms, A/C platforms, A/C chiller plant, lift machine rooms, emergency generator room, transformer room, fuel tank room, cable ducts, telecommunication and broadcasting equipment (T.B.E.) rooms, pipe duct, meter rooms, voids, lighting systems, lighting conduits and fittings, drains, sprinkler, electrical cable trench, channels, sewers, meters, transformers and ancillary installations and facilities, lighting fixtures, signages, control panels, pipes, ducts, wires, cables, valves, switches, security rooms, fire services pump tanks, fire services control rooms, fire services ventilated lobbies, hose reels, exit sign, other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity, air-conditioning and other services are supplied to the Upper Units, pumps, fire services pump room, fire services water tank, sprinkler water tank, sanitary fittings, electrical installations, refuse disposal equipment, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, sprinkler system, security systems and apparatus, solid concrete block walls, parapet walls, FRR glazed door, protective railing, open well, open passage, and such other areas and any other systems, services, devices and facilities provided or installed in the Development intended for the common use and benefit of the Upper Units as a whole and not just any particular Upper Unit and which are (insofar as the same are capable of being identified on plan) for the purposes of identification only shown coloured Yellow on the plans annexed to the DMC (certified by or on behalf of the Authorized Person as to the accuracy); and

- (b) and such other areas, systems, devices, services and facilities of and in the Land and the Development as may at any time be designated as Upper Unit Common Areas and Facilities by the First Owner in accordance with the DMC but shall exclude the Development Common Areas and Facilities and the Carpark Common Areas and Facilities.
- 6. "Carpark Common Areas and Facilities" means and includes:-
  - (a) car lifts, lift lobbies, fireman's lift lobbies, lift machine room, lift machine room (for car lift), lift vents, car lift platforms, driveways, ramps, circulation areas, pump ducts, meter rooms, lighting systems, lighting conduits and fittings, drains, lighting fixtures, sprinkler system, hose reels, pipes, ducts, wires, cables, valves, switches and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity, air-conditioning and other services are supplied to the Carpark Area, such other areas and any other systems, services, devices and facilities provided or intended for the common use and benefit of the Carpark Area as a whole and not just any particular Carpark Unit and which are (insofar as the same are capable of being identified on plan) for the purposes of identification only shown coloured Green on the plans annexed to the DMC (certified by or on behalf of the Authorized Person as to the accuracy);
  - (b) and such other areas, systems, devices, services and facilities of and in the Land and the Development as may at any time be designated as the Carpark Common Areas and Facilities by the First Owner in accordance with the DMC but shall exclude the Development Common Areas and Facilities and the Upper Unit Common Areas and Facilities.
- 7. The following covenants and restrictions, among others, are to be included in the DMC:
  - (a) No Owner shall make any structural alteration to his Unit, which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Development.
  - (b) Every Owner shall observe and perform all the covenants conditions and provisions of the Government Grant, the DMC and the Development Rules which may be in force from time to time. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Grant or whereby any insurance on the Land and the Development or any part thereof may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of Government Grant, the DMC and the Development Rules by any Owner, the defaulting Owner shall indemnify the other Owners and the Manager against all losses, damages and expenses that may be suffered or incurred as a result of such a breach and without limitation to the generality of the foregoing, pay to the Manager the amount of any increase in premium caused by or on account of such breach.
  - (c) No Owner shall use or permit or suffer his Unit or any part or parts thereof to be used for the purpose of a pawn shop, a mahjong school, a funeral parlour, coffin shop, Buddhist or Taoist temple or Buddhist or Taoist hall for the performance of the ceremony known as "Ta Chai" (打齋) or any similar ceremony; for the purpose of a pet hospice, a pet funeral parlour or any other place offering pet carcass cremation services; or for any illegal or immoral purpose.
  - (d) No Owner shall obstruct any part of the Common Areas and Facilities save with the prior written consent of the Manager.
  - (e) No Owner shall cut, maim, alter, affix, interfere with, damage or in any other way affect any pipes, valves, ducts, lightning conductors, communal television and radio aerial system, fixtures or any other installation provided in the Development or any part of the Common Areas and Facilities.
  - (f) No Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment, which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder or any other applicable laws or regulations.
  - (g) No Owner shall perform installation, repair or alteration works to the electrical wiring from the switch rooms forming part of the Common Areas and Facilities to any part or parts of the Land and the Development or alter the electricity supply to any part of the Development save with the prior consent of the Manager.
  - (h) No Owner shall store or permit to be stored in any part of the Development any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the business operating in the relevant part of the Development and subject to any requirements which may be imposed by the Manager or the Fire Services Department or other Government Authorities.
  - (i) No Owner (except the First Owner and the Owner of the Commercial Accommodation) shall erect, install or otherwise affix, display or project any signs, signboards, advertisements, banners, posters or placards or other things or structures or visual images of whatever kind and description on the external walls or curtain walls or any part thereof or within his Unit but visible from outside the Development provided however that an Owner may affix or exhibit a small name plate of such size or design as shall be approved by the Manager in such space of the Development as the Manager shall designate for the purpose of affixing or exhibiting the trade or firm name of the tenant or occupier of such premises.
  - (j) No Owners of the Commercial Accommodation shall erect, install or otherwise affix, display or project any signs, signboards, advertisements, banners, posters or placards or other things or structures or visual images of whatever kind and description on any part of the external walls or structures of his Unit or the Development or outside his Unit except at such space(s) as the Manager may designate for such purposes.
  - (k) No Owner shall paint the outside of the Development or any part thereof or do or permit to be done any act or thing which may or will interfere with or alter the facade or external appearance of the Land and the Development provided that this restriction shall not apply to the Owner of the Commercial Accommodation.
  - (I) The appearance (including the type, design, style, size, height and material) of the frontage of the Commercial Accommodation (and any signs, signboards, advertisements, banners, posters or placards or other things or structures or visual images of whatever kind and description if form part of the frontage or is on or projecting from the external wall of the Commercial Accommodation) shall be subject to the approval of the Manager who shall when deciding to grant or withhold such an approval shall take into account the consistency of the design of the external appearance of the Development and subject to compliance with all applicable laws and regulations.
  - (m) No Owner shall carry out or cause to be carried out any alteration (structural or otherwise), interior fitting out or any construction works whatsoever to any Unit save with the written approval of the Manager which approval shall not be
  - (n) No Owner shall make any alteration to or interfere with the central ventilation system (if any) of the Development. If any alteration of the central ventilation system (if any) is required, it shall be subject to the prior written approval of the Manager and shall be carried out by the Manager's nominated contractor at the expense of the Owner.
- (o) No Owner (other than the First Owner) of a floor or any part of a floor shall sub-divide or partition or re-partition his premises on that floor unless the designation of the sub-divided or partitioned units and the design and materials of the decoration or fitting out or alteration works of such sub-division or partitioning or re-partitioning shall be subject to the prior written approval of the Manager and the First Owner (so long as it remains the beneficial owner of any Unit) provided that no such sub-division or partition or re-partition shall result in (1) that floor or such part of that floor being held in separate

ownership; and (2) allocation, re-allocation or sub-allocation of Undivided Shares of that floor or such part of that floor.

- (p) No partition of any Unit or any floor shall be erected or installed which does not leave clear access for fire exits and all partitions within any Unit or any floor shall be subject to the prior written consent of the Manager and the First Owner (so long as it remains the beneficial owner of any Unit) who may impose such conditions as they shall think fit.
- (q) No Owner shall alter the position of any smoke lobby doors of the Land and the Development or to make any other alteration or additions to such doors without the prior written consent of the Manager, and to ensure that all smoke doors are kept closed at all times
- (r) No Owner shall be entitled to connect to any aerials telecommunication transmitters and receivers, antennae and other equipment and installations installed by the Manager except with the permission of the Manager and in accordance with any Development Rules relating to the same.
- (s) No Owner shall keep any dog nor keep or harbour any live poultry, birds or other animals in the Land and the Development Provided that trained guide dogs on leash for the blind may be brought into any part of the Development whilst guiding any person with disability in vision.
- (t) Parking spaces shall not be used or suffered to be used for any purpose other than for manoeuvring, parking, loading and unloading of motor vehicles or motor cycles licensed under the Road Traffic Ordinance (Cap.374) belonging to the owners or occupiers of the Land and the Development, their bona fide visitors or invitees. In particular, no parking space shall be used for storage, display or exhibiting of motor vehicles or motor cycles for sale or otherwise and no goods of any description may be stored therein.
- (u) No Owner shall install any metal gate at the entrance of any Upper Unit.
- (v) No Owner shall change the location of the entrance door(s) of any Upper Unit, or alter or change the material or appearance of the entrance door(s) of any Upper Unit.
- (w) Each Owner of Upper Unit shall at his own cost and expense be responsible for the cleaning, repair and maintenance of the window(s), window frame(s) and glazing cover(s) (if any) of his Unit.
- (x) No Owner of Upper Unit shall change the colour, materials or appearance of any window, window frame and glazing cover (if any) of his Unit or otherwise alter or modify any window(s), window frame(s) and glazing cover(s) (if any) of his Unit. No Owner of Upper Unit shall erect, affix or install any metal grille or shutter in, on or at the window(s) or window frame(s) or glazing cover(s) (if any) of his Unit.
- (y) Except with the prior written consent of the Building Authority, no Owner shall use or permit or cause the greenery area as set out in the DMC to be used for any purpose other than as greenery. The use of such greenery area shall be subject to the rules and regulations as may be compiled or determined by the Manager from time to time.
- 8. Save as provided in the DMC, the Owners are required to contribute to the management expenses attributable to the Land and the Development pro rata to the respective Undivided Shares of the Units owned by them. Each Owner is required before he is given possession of his Unit:
  - (a) To pay a sum equivalent to 1 month's management fee as the first month management fee in advance;
  - (b) To pay a sum equivalent to 2 months' management fees as initial contribution to Capital Equipment Fund which is non-refundable and non-transferable;
  - (c) To pay a deposit equivalent to 3 months' management fees as security for due payment of all amounts payable by the Owner under the DMC which is non-refundable but transferable;
  - (d) To pay for the whole or a due proportion (according to the Undivided Shares allocated) of the water meter, electricity and all utility and other deposits which have already been paid in respect of his part of the Development and/or in respect of the Common Areas and Facilities; and
  - (e) To pay a sum not more than 1 month's contribution towards the Management Expenses payable in respect of his part of the Development based on the first annual management budget as a debris removal fee provided that no such debris removal fee shall be payable in respect of a Carpark Unit. Any such fee received by the Manager which is not used for debris removal or special cleaning and clearing shall be credited to the Capital Equipment Fund.
- 9. (a) Where the sole and exclusive right to hold use occupy and enjoy all Upper Units on any floor (other than the Roof) is vested in the same Owner or vested in different corporate Owners but with identical shareholder(s) among such Owners, such Owner(s) shall, subject to obtaining approval from the Owners' Committee (if such approval is required under any applicable statutory laws) and compliance with all applicable laws and regulations and for so long as it shall continue to own all Upper Units on that floor (other than the Roof), be entitled to the sole and exclusive right to hold use occupy and enjoy such of the corridors, passages and accessible unisex toilet on that floor (the "Areas") subject to and in accordance with the provisions of the DMC.
  - (b) The Owner(s) shall comply with all applicable laws and regulations (including but not limited to the applicable building laws and regulations, the fire regulations and the fire code(s)) when holding using occupying and enjoying the Areas. The Owner(s) shall also provide and maintain clear access for fire escape and allow access by the Manager, other Owners and officers from relevant government authorities if so required by the Manager at its absolute discretion.
  - (c) Upon such Owner(s) ceasing to be the owner of all the Upper Units on that floor (other than the Roof) or such different corporate Owners no longer have identical shareholder(s) or if such Owner(s) ceases to hold use occupy and enjoy the Areas, such Owner(s) shall, unless otherwise agreed by the Manager, at the own cost and expense of such Owner(s), reinstate the Areas to their original state and condition to the satisfaction of the Manager.
- 10. (a) Where the sole and exclusive right to hold use occupy and enjoy all Upper Units Nos. S1, S2, S17 and S18 on any floor of 2<sup>nd</sup> Floor, 3<sup>rd</sup> Floor, 5<sup>th</sup> Floor to 12<sup>th</sup> Floor (both inclusive), 15<sup>th</sup> Floor to 19<sup>th</sup> Floor (both inclusive), 20<sup>th</sup> Floor, 21<sup>st</sup> Floor to 23<sup>rd</sup> Floor (both inclusive) and 25<sup>th</sup> Floor is vested in the same Owner or vested in different corporate Owners but with identical shareholder(s) among such Owners, such Owner(s) shall, subject to obtaining approval from the Owners' Committee (if such approval is required under any applicable statutory laws) and compliance with all applicable laws and regulations and for so long as it shall continue to own all the said Upper Units Nos. S1, S2, S17 and S18 on that floor, be entitled to the sole and exclusive right to hold use occupy and enjoy such of the corridors and passages on that floor (the "Passage (I)") subject to and in accordance with the provisions of the DMC.
  - (b) The Owner(s) shall comply with all applicable laws and regulations (including but not limited to the applicable building laws and regulations, the fire regulations and the fire code(s)) when holding using occupying and enjoying the Passage (I). The Owner(s) shall also provide and maintain clear access for fire escape and allow access by the Manager, other Owners and officers from relevant government authorities if so required by the Manager at its absolute discretion.
- (c) Upon such Owner(s) ceasing to be the owner of all the said Upper Units Nos. S1, S2, S17 and S18 on that floor or such

different corporate Owners no longer have identical shareholder(s) or if such Owner(s) ceases to hold use occupy and enjoy the Passage (I), such Owner(s) shall, unless otherwise agreed by the Manager, at the own cost and expense of such Owner(s), reinstate the Passage (I) to their original state and condition to the satisfaction of the Manager.

- 11. (a) Where the sole and exclusive right to hold use occupy and enjoy all Upper Units Nos. S9, S10, S11, S12, S15 and S16 on any floor of 2<sup>nd</sup> Floor, 3<sup>rd</sup> Floor, 5<sup>th</sup> Floor to 12<sup>th</sup> Floor (both inclusive), 15<sup>th</sup> Floor to 19<sup>th</sup> Floor (both inclusive), 20<sup>th</sup> Floor, 21<sup>st</sup> Floor to 23<sup>rd</sup> Floor (both inclusive) and 25<sup>th</sup> Floor is vested in the same Owner or vested in different corporate Owners but with identical shareholder(s), such Owner(s) shall, subject to obtaining approval from the Owners' Committee (if such approval is required under any applicable statutory laws) and compliance with all applicable laws and regulations and for so long as it shall continue to own all the said Upper Units Nos. S9, S10, S11, S12, S15 and S16 on that floor, be entitled to the sole and exclusive right to hold use occupy and enjoy such of the corridors and passages on that floor (the "Passage (II)") subject to and in accordance with the provisions of the DMC.
  - (b) The Owner(s) shall comply with all applicable laws and regulations (including but not limited to the applicable building laws and regulations, the fire regulations and the fire code(s)) when holding using occupying and enjoying the Passage (II). The Owner(s) shall also provide and maintain clear access for fire escape and allow access by the Manager, other Owners and officers from relevant government authorities if so required by the Manager at its absolute discretion.
  - (c) Upon such Owner(s) ceasing to be the owner of all the said Upper Units Nos. S9, S10, S11, S12, S15 and S16 on that floor or such different corporate Owners no longer have identical shareholder(s) or if such Owner(s) ceases to hold use occupy and enjoy the Passage (II), such Owner(s) shall, unless otherwise agreed by the Manager, at the own cost and expense of such Owner(s), reinstate the Passage (II) to their original state and condition to the satisfaction of the Manager.
- 12. (a) Where the sole and exclusive right to hold use occupy and enjoy:
  - (1) all Upper Units Nos. N1, N2, N3, N5 and N6 on 2<sup>nd</sup> Floor; or
  - (2) all Upper Units Nos. N1, N2, N3, N5, N6, N7 and N8 on any floor of 3<sup>rd</sup> Floor, 5<sup>th</sup> Floor to 12<sup>th</sup> Floor (both inclusive), 15<sup>th</sup> Floor to 19<sup>th</sup> Floor (both inclusive); or
  - (3) all Upper Units Nos. N1, N2 and N3 on any floor of 20<sup>th</sup> Floor, 21<sup>st</sup> Floor to 23<sup>rd</sup> Floor (both inclusive), 25<sup>th</sup> Floor and 26<sup>th</sup> Floor; or
  - (4) all Upper Units Nos. N1 and N2 on 27th Floor

is vested in the same Owner or vested in different corporate Owners but with identical shareholder(s), such Owner(s) shall, subject to obtaining approval from the Owners' Committee (if such approval is required under any applicable statutory laws) and compliance with all applicable laws and regulations and for so long as it shall continue to own (as the case may be):

- (1) all the said Upper Units Nos. N1, N2, N3, N5 and N6; or
- (2) all the said Upper Units Nos. N1, N2, N3, N5, N6, N7 and N8; or
- (3) all the said Upper Units Nos. N1, N2 and N3; or
- (4) all the said Upper Units Nos. N1 and N2;
- on that floor, be entitled to the sole and exclusive right to hold use occupy and enjoy such of the corridors and passages on that floor (the **"Passage (III)"**) subject to and in accordance with the provisions of the DMC.
- (b) The Owner(s) shall comply with all applicable laws and regulations (including but not limited to the applicable building laws and regulations, the fire regulations and the fire code(s)) when holding using occupying and enjoying the Passage (III). The Owner(s) shall also provide and maintain clear access for fire escape and allow access by the Manager, other Owners and officers from relevant government authorities if so required by the Manager at its absolute discretion.
- (c) Upon such Owner(s) ceasing to be the owner of (as the case may be):
  - (1) all the said Upper Units Nos. N1, N2, N3, N5 and N6; or
  - (2) all the said Upper Units Nos. N1, N2, N3, N5, N6, N7 and N8; or
  - (3) all the said Upper Units Nos. N1, N2 and N3; or
  - (4) all the said Upper Units Nos. N1 and N2;
  - on that floor or such different corporate Owners no longer have identical shareholder(s) or if such Owner(s) ceases to hold use occupy and enjoy the Passage (III), such Owner(s) shall, unless otherwise agreed by the Manager, at the own cost and expense of such Owner(s), reinstate the Passage (III) to their original state and condition to the satisfaction of the Manager.
- 13. (a) Where the sole and exclusive right to hold use occupy and enjoy all Upper Units Nos. S1, S2, S3, S5, S6, S7, S8, S9, S10, S11, S12, S15, S16, S17 and S18 on any floor of 2<sup>nd</sup> Floor, 3<sup>rd</sup> Floor, 5<sup>th</sup> Floor to 12<sup>th</sup> Floor (both inclusive), 15<sup>th</sup> Floor to 19<sup>th</sup> Floor (both inclusive), 20<sup>th</sup> Floor, 21<sup>st</sup> Floor to 23<sup>rd</sup> Floor (both inclusive) and 25<sup>th</sup> Floor is vested in the same Owner or vested in different corporate Owners but with identical shareholder(s) among such Owners, such Owner(s) shall, subject to obtaining approval from the Owners' Committee (if such approval is required under any applicable statutory laws) and compliance with all applicable laws and regulations and for so long as it shall continue to own all the said Upper Units Nos. S1, S2, S3, S5, S6, S7, S8, S9, S10, S11, S12, S15, S16, S17 and S18 on that floor, be entitled to the sole and exclusive right to hold use occupy and enjoy such of the corridors and passages on that floor (the "Passage (IV)") subject to and in accordance with the provisions of the DMC.
  - (b) The Owner(s) shall comply with all applicable laws and regulations (including but not limited to the applicable building laws and regulations, the fire regulations and the fire code(s)) when holding using occupying and enjoying the Passage (IV). The Owner(s) shall also provide and maintain clear access for fire escape and allow access by the Manager, other Owners and officers from relevant government authorities if so required by the Manager at its absolute discretion.
  - (c) Upon such Owner(s) ceasing to be the owner of all the said Upper Units Nos. S1, S2, S3, S5, S6, S7, S8, S9, S10, S11, S12, S15, S16, S17 and S18 on that floor or such different corporate Owners no longer have identical shareholder(s) or if such Owner(s) ceases to hold use occupy and enjoy the Passage (IV), such Owner(s) shall, unless otherwise agreed by the Manager, at the own cost and expense of such Owner(s), reinstate the Passage (IV) to their original state and condition to the satisfaction of the Manager.
- 14. (a) Where the sole and exclusive right to hold use occupy and enjoy:
  - (1) all Upper Units Nos. S1, S2, S3 and S5 on 26th Floor; or
  - (2) all Upper Units Nos. S1 and S2 on 27th Floor

is vested in the same Owner or vested in different corporate Owners but with identical shareholder(s), such Owner(s) shall, subject to obtaining approval from the Owners' Committee (if such approval is required under any applicable

statutory laws) and compliance with all applicable laws and regulations and for so long as it shall continue to own (as the case may be):

- (1) all the said Upper Units Nos. S1, S2, S3 and S5; or
- (2) all the said Upper Units Nos. S1 and S2;
- on that floor, be entitled to the sole and exclusive right to hold use occupy and enjoy such of the corridors and passages on that floor (the "Passage (V)") subject to and in accordance with the provisions of the DMC.
- (b) The Owner(s) shall comply with all applicable laws and regulations (including but not limited to the applicable building laws and regulations, the fire regulations and the fire code(s)) when holding using occupying and enjoying the Passage (V). The Owner(s) shall also provide and maintain clear access for fire escape and allow access by the Manager, other Owners and officers from relevant government authorities if so required by the Manager at its absolute discretion.
- (c) Upon such Owner(s) ceasing to be the owner of (as the case may be):
  - (1) all the said Upper Units Nos. S1, S2, S3 and S5; or
  - (2) all the said Upper Units Nos. S1 and S2;
  - on that floor or such different corporate Owners no longer have identical shareholder(s) or if such Owner(s) ceases to hold use occupy and enjoy the Passage (V), such Owner(s) shall, unless otherwise agreed by the Manager, at the own cost and expense of such Owner(s), reinstate the Passage (V) to their original state and condition to the satisfaction of the Manager.
- 15. Party walls shall be repaired and maintained at the joint expenses of the Owners of the Upper Units which the party walls separate.

Where there is discrepancy in meaning between the English and Chinese versions, the English version shall prevail. The above information is for reference only. For full details please refer to the DMC.

A full script of the DMC is available upon request, free of charge and copy of the DMC can be obtained upon paying necessary photocopying charges.

- 1. 沙田市地段第617號(「本地段」)及WLuxe(「本發展項目」)已制定一份大廈公共契約及管理合約(「大廈公契」)。
- 啟勝管理服務有限公司已為本發展項目的管理公司,其最初任期由大廈公契的日期起計兩年,並於期滿後獲繼續,直至根據大廈公契的條款終止為止。
- 3. 「**公用地方及設施**」指發展項目公用地方及設施、上層單位公用地方及設施、停車場公用地方及設施,以及第一業權人根據大廈公契指定為公用地方及設施的本發展項目其他地方及設施。
- 4. 「發展項目公用地方及設施」指及包括:-
  - (a) (i) 在附錄於大廈公契的立面圖(其準確性經認可人士或其代表核實)上用靛藍色顯示的本發展項目外牆部分;
    - (ii) 地基及構築物、結構性項件、金屬蓋板、金屬百葉、升降機平台、防風器、升降機通風口、通風機房、本發展項 目與相鄰建築物之間的共用牆(如有)、建築裝飾、裝飾牆、建築鰭片、斜路、通道、入口、樓梯、樓梯平台、 平台、園景區(如有)、公用平台、走廊、升降機大堂、載貨升降機大堂、載貨升降機、消防員升降機大堂、消 防控制中心及控制閥室、暢通易達洗手間、升降機、電話線槽、電話引入線槽、高壓電纜管道、電纜槽、升降 機槽、升降機井、儲物房及化學混合區、垃圾及物料回收房、主要空氣處理裝置房、水錶檢測櫃、水錶槽、水缸 房、水缸、飲用水水缸、沖廁水缸、沖廁及飲用水泵房、花灑泵房、增壓泵房、花灑入水掣、花灑控制閥、消防 泵房、消防及花灑入水掣、消防上引管道、電掣房、電錶房、管道房、特低壓機電房、平台及天台(連同或擬連同 單位一併持有的除外)、供維修用可進入的平台、上層天台、活板門、管理處、管理員區域、管理員櫃位、警衛 室、垂直綠化牆、綠化區域、花槽、吊船、吊船軌道及吊船停泊區(如有)、避雷針、攀梯及安全環、泵房、 冷氣機平台、冷氣機製冷設備、升降機機房、緊急發電機機房、電力變壓房、燃料缸房、電纜管道、電訊及廣播設 備機房、喉管槽、儀錶房、中空、照明系統、照明導管及裝置、排水渠(包括任何通過本地段的任何道路排水系 統)、花灑、電纜槽、渠、污水渠(包括第一業權人在政府土地之上或之下建造用以服務本發展項目或其任何部 分的任何污水渠、排水渠或喉管)、儀錶、電力變壓器與附屬裝置及設施、照明裝置、標誌、控制板、喉管、 管道、電線、電纜、閥、開關掣、保安室、消防泵水缸、消防控制室、消防通風大堂、消防喉轆、出口指示牌、為 本發展項目提供鹹淡水、排污、氣體、電力、空調及其他服務的其他設施(不論是否用管道輸送)、泵、消防泵 房、消防水缸、花灑水缸、衛生裝置、電力裝置、垃圾處理設備、裝置、設備及設施、防火及消防設備及設施、 花灑系統、保安系統及設施、實心混凝土牆、護牆、防火玻璃門、保護欄、露天井、露天通道、緊急車輛通道、公 用天線系統(如有)、上貨落貨平台、位於地下的重型貨車上落貨車位、位於地下的重型貨車停車位、位於地庫1 層及2層的暢通易達停車位、位於地下的轉盤、位於1樓的辦公室會議房,以及為本發展項目提供或在本發展項目 安裝擬整體供本發展項目共用和享用,而非只供任何特定單位使用和享用的其他地方和任何其他系統、服務、 裝置及設施,其位置(若可在圖則上顯示)在附錄於大廈公契的圖則上用靛藍色顯示僅作識別之用(其準確性經 認可人士或其代表核實)
  - (b) 第一業權人在任何時候根據大廈公契指定為發展項目公用地方及設施的本地段及本發展項目內其他地方、系統、裝置、服務及設施;及
  - (c) 如沒有在上述(a)至(b)分段明確規定,則為本地段及本發展項目中在《建築物管理條例》第2條釋義的「公用部分」定義的部分,

但不包括上層單位公用地方及設施和停車場公用地方及設施。

- 5. 「上層單位公用地方及設施」指及包括:-
  - (a) (i) 由本發展項目二樓(包括該層)至上層天台(包括該層)並且在附錄於大廈公契的立面圖(其準確性經認可人士 或其代表核實)上用黃色顯示的外牆及幕牆(包括當中的可開關窗戶)部分;
    - (ii) 金屬蓋板、金屬百葉、升降機平台、防風器、升降機通風口、通風機房、建築裝飾、裝飾牆、建築鰭片、鋁質簷 篷、斜路、通道、主入口、入口大堂、樓梯、樓梯平台、平台、園景區(如有)、公用平台、走廊、升降機大 堂、載貨升降機大堂、載貨升降機、暢通易達洗手間、等候處、升降機、自動梯、位於1樓的辦公室大堂、電話 線槽、電話引入線槽、高壓電纜管道、電纜槽、升降機槽、升降機井、儲物房及化學混合區、垃圾及物料回收 房、主要空氣處理裝置房、水錶檢測櫃、水錶槽、水缸房、水缸、飲用水水缸、沖廁水缸、沖廁及飲用水泵房、 花灑泵房、增壓泵房、花灑入水掣、花灑控制閥、消防泵房、消防及花灑入水掣、消防上引管道、電掣房、電錶 房、管道房、平台及天台(連同或擬連同單位一併持有的除外)、供維修用可進入的平台、上層天台、活板門、 管理員區域、管理員櫃位、花槽、避雷針、攀梯及安全環、泵房、冷氣機平台、冷氣機製冷設備、升降機機房 緊急發電機機房、電力變壓房、燃料缸房、電纜管道、電訊及廣播設備機房、喉管槽、儀錶房、中空、照明系 統、照明導管及裝置、排水渠、花灑、電纜槽、渠、污水渠、儀錶、電力變壓器與附屬裝置及設施、照明裝置、 標誌、控制板、喉管、管道、電線、電纜、閥、開關掣、保安室、消防泵水缸、消防控制室、消防通風大堂、消 防喉轆、出口指示牌、為上層單位提供鹹淡水、排污、氣體、電力、空調及其他服務的其他設施(不論是否用管 道輸送)泵、消防泵房、消防水缸、花灑水缸、衛生裝置、電力裝置、垃圾處理設備、裝置、設備及設施、防火及 消防設備及設施、花灑系統、保安系統及設施、實心混凝土牆、護牆、防火玻璃門、保護欄、露天井、露天通道 以及為本發展項目提供或在本發展項目安裝擬整體供上層單位共用和享用,而非只供任何特定上層單位使用和享用 的其他地方和任何其他系統、服務、裝置及設施,其位置(若可在圖則上顯示)在附錄於大廈公契的圖則上用黃色 顯示僅作識別之用(其準確性經認可人士或其代表核實)
  - (b) 第一業權人在任何時候根據大廈公契指定為上層單位公用地方及設施的本地段及本發展項目內其他地方、系統、裝置、服務及設施,

但不包括發展項目公用地方及設施和停車場公用地方及設施。

- 6. 「停車場公用地方及設施」指及包括:
  - (a) 汽車升降機、升降機大堂、消防員升降機大堂、升降機機房、升降機機房(供汽車使用)、升降機通風口、汽車升降機平台、行車道、斜路、通道地方、泵槽、儀錶房、照明系統、照明導管及裝置、排水渠、照明裝置、花灑系統、消防喉轆、喉管、管道、電線、電纜、閥、開關掣、為停車場區域提供鹹淡水、排污、氣體、電力、空調及其他服務的其他設施(不論是否用管道輸送),以及提供或擬整體供停車場區域共用和享用,而非只供任何特定車場單位使用和享用的其他地方和任何其他系統、服務、裝置及設施,其位置(若可在圖則上顯示)在附錄於大廈公契的圖則上用綠色顯示僅作識別之用(其準確性經認可人士或其代表核實);
  - (b) 第一業權人在任何時候根據大廈公契指定為停車場公用地方及設施的本地段及本發展項目內其他地方、系統、裝置、服務及設施,

但不包括發展項目公用地方及設施和上層單位公用地方及設施。

- 7. 此外,大廈公契亦包括以下契諾及限制:
  - (a) 業主不得對其單位作出結構性改動,令本發展項目任何其他部份受損壞、或影響或妨礙使用及享用本發展項目任何其他部分。
  - (b) 每名業主須遵守及履行政府批地書、大廈公契及不時生效的發展項目規則內的所有契諾、條件及條文。業主不得允許或容許作出任何違反政府批地書條款及細則,或導致本地段及本發展項目或其任何部分的任何保險無效或可予無效,或導致任何該等保險的保費被提高的行為或事宜;若任何業主違反政府批地書、大廈公契及發展項目規則內的任何規定,違約業主須賠償其他業主及管理公司因其違約而蒙受或招致的一切損失、損害及支出;在無損前述一般性的規定下,違約業主須向管理公司支付因違約而增加的保費。

- (c) 業主不得將其單位任何部分用作或准許用作當舖、麻將館、殯儀館、棺材舖、佛教或道教寺院、佛堂或道堂以進行打 齋儀式或任何其他類似儀式,用作寵物善終、寵物殯儀館或任何提供寵物遺體火化服務的地方,或作非法或不道德用途。
- (d) 除管理公司事先書面同意外,業主不得阻塞公用地方及設施的任何部分。
- (e) 業主不得切斷、割去、改動、安裝、干擾、損壞或以任何其他方式影響為本發展項目或公用地方及設施任何部分提供的任何來管、閥門、管道、避雷針、公用電視及電台天線系統、固定裝置或任何其他裝置。
- (f) 業主不得改動或干擾花灑系統或任何其他消防設備,此舉將構成觸犯《消防條例》(第95章)、其任何附屬法例或條例或任何其他適用法例或條例。
- (g) 除事先得到管理公司同意外,業主不得在構成公用地方及設施一部分之電掣房與本地段及本發展項目任何部分之間進行電線安裝、維修或改動工程,或改動本發展項目任何部分之電力供應。
- (h) 業主不得在本發展項目任何部分儲存或允許儲存任何有害、危險、易燃或爆炸物品或物料,但在本發展項目相關部分經營業務而合理所需者除外,並且須符合管理公司、消防處或其他政府部門的任何規定。
- (i) 業主(第一業權人及商業物業業主除外)不得在本發展項目的外牆或幕牆或其任何部分或其單位內可從本發展項目外看到的地方搭建、裝置、安裝、顯示或投射任何標誌、招牌、廣告、橫額、海報、告示牌或任何其他種類及描述的東西、結構或視覺影像,但業主可於管理公司指定用以安裝或展示該物業租戶或佔用人商號或公司名稱的空間安裝或展示小型名牌,其尺寸或設計須獲管理公司批准。
- (j) 商業物業的業主不得在其單位的或本發展項目的外牆或結構的任何部分、或其單位外,除非是管理公司為下列用途指定的位置,搭建、裝置、安裝、顯示或投射任何標誌、招牌、廣告、橫額、海報、告示牌或任何其他種類的東西、結構或視覺影像。
- (k) 業主不得在本發展項目或其任何部分之外牆油漆,或作出或允許作出任何可能會或將會干擾或改動本地段及本發展項目正面外牆或外貌的行為或事宜。但此限制並不適用於商業物業業主。
- (I) 商業物業的門面的外觀(包括類型、設計、風格、尺寸、高度及材料)(以及任何標誌、招牌、廣告、橫額、海報、告示牌或任何其他種類構成門面或在商業物業的外牆上或從外牆突出的其他東西、結構或視覺影像)須經管理公司批准,管理公司在決定批准或拒絕批准時應考慮到發展項目外觀設計的一致性,並遵守所有適用的法律法規。
- (m) 除經管理公司書面批准(不得不合理地拒絕批准)外,業主不得在任何單位進行任何改動(結構性或其他改動)、內部裝修或任何建築工程。
- (n) 業主不得對本發展項目的中央通風系統(如有)作出任何改動或干擾。若有需要將中央通風系統(如有)作出任何改動,須事先取得管理公司書面批准,並由管理公司指定的承辦商進行,費用由業主承擔。
- (o) 樓層或樓層部份的業主(第一業權人除外)不得將其於相同樓層之物業劃分、分割或重新分割,除非被劃分或分割出來的單位的編號及該劃分、分割或重新分割的裝修或裝置或改動工程的設計和物料事先得到管理公司及第一業權人(只要第一業權人仍然實益擁有任何單位)之事先書面同意,惟該劃分、分割或重新分割不致使(1)該樓層或該樓層任何部分的擁有權被分開持有;及(2)樓層或樓層部份的不分割份數被分配、再分配或次分配。
- (p) 不得在任何單位或樓層搭建或安裝任何間隔,導致無騰出暢通無阻的通道作走火之用;任何單位內或樓層內所有間隔必須事先得到管理公司及第一業權人(只要第一業權人仍然實益擁有任何單位)之事先書面同意,而且管理公司及第一業權人可訂明其認為適當的條件。
- (q) 未經管理公司事先書面批准,業主不得改動本地段及本發展項目任何防煙門的位置,或對防煙門作出任何其他改動或添加,並且須確保所有防煙門經常關閉。
- (r) 除經管理公司准許及根據任何發展項目規則進行之外,業主無權接駁管理公司安裝的任何電訊發射器及接收器、天線及其他設備及裝置。
- (s) 業主不得在本地段及本發展項目飼養或收留任何狗隻、活家禽、雀鳥或其他動物,但有綁上狗帶的已受訓導盲犬為任何視 障人士帶路時,則可帶入本發展項目任何部分。
- (t) 除了用於操作、停泊或裝卸屬於本地段及本發展項目的業主、住客及他們真誠的訪客或受邀者並按《道路交通條例》(第374章)登記的機動車輛或摩托車的機動,停車位不得用於其他用途。尤其是,停車位不得用於存放、展示或陳列機動車輛或摩托車以作出售或其他用途,且不得存放任何種類的貨物。
- (u) 業主不得於上層單位入口安裝鐵閘。
- (v) 業主不得更改任何上層單位大門的位置,或改動或更改任何上層單位大門的用料或外觀。
- (w) 每名上層單位業主應自費為其單位的窗戶、窗框和玻璃罩(如有的話)進行清潔、維修和保養。
- (x) 上層單位業主不得更改其單位的任何窗戶、窗框和玻璃罩(如有的話)的顏色、材料或外觀,或以其他方式改變或修改任何窗戶、窗框和玻璃罩(如果有的話)。上層單位業主不得在其單位的窗戶或窗框或玻璃罩(如果有的話)上搭建、裝置或安裝任何金屬窗格或捲閘。
- (y) 除非得到建築事務監督的事先書面同意,業主不得使用或容許或導致大廈公契中規定的綠化區域用於綠化以外的任何用 途。綠化區域的使用應遵守管理公司不時編制或決定的規則和條例。
- 3. 除大廈公契另有規定外,業主須根據其擁有的單位之不分割份數,按比例繳付本地段及本發展項目的管理支出。每名業主須於被交予單位管有權前:
- (a) 繳付相等於一個月管理費的款項,以預繳首個月管理費;
- (b) 繳付相等於兩個月管理費的款項,作為對設備基金的首期供款,該筆款項將不予退還也不可轉讓;
- (c) 繳付相等於三個月管理費的按金,以保證其繳付大廈公契訂明的所有款項,該筆款項將不予退還但可以轉讓;
- (d) 就其在本發展項目所佔部分及/或公用地方及設施已繳付的水錶、電力、所有公用事業按金及其他按金,繳付全數或適當 比例之金額(按照分攤的不分割份數數目);及
- (e) 根據首個年度的管理預算,繳付其在本發展項目所佔部分應攤付的一筆不超過一個月管理支出的款項,作為泥頭清理費,惟不需就車場單位繳付泥頭清理費;如管理公司收取的任何該等款項沒有用作清理泥頭或特別清潔及清理,該等款項須撥入設備基金。
- 9. (a) 如果持有、使用、佔用及享用發展項目的任何樓層(天台除外)的所有上層單位的獨有及專有權利歸屬相同的業主或不同的企業業主但該些業主有完全相同的股東,該業主在取得業主委員會的批准(若任何適用成文法要求該批准)和符合一切適用的法律及規例下,和只要該業主繼續擁有該樓層(天台除外)的所有上層單位,受制於及根據大廈公契的條款,可享有專有權利持有、使用、佔用及享用該樓層的走廊、通道及暢通易達洗手間(「該區域」)。
  - (b) 業主持有、使用、佔用及享用該區域時,必須遵守一切適用的法律及規例(包括但不限於適用的建築物法例及規例、消防條例及消防守則)。如果在管理人自行酌情要求時,業主還須提供並保養暢通的走火通道及容許管理人、其他業主及相關政府人員作通道用途。
  - (c) 當業主不再是該樓層(天台除外)所有上層單位的業主或該些企業業主不再有完全相同的股東,或如果該業主終止持有、使用、佔用及享用該區域,除非管理公司另作同意,該業主須自費修復該區域至它們的原狀,並使管理公司滿意。
- 10. (a) 如果持有、使用、佔用及享用發展項目的2樓、3樓、5樓至12樓(兩層包括在內)、15樓至19樓(兩層包括在內)、20樓、21樓至23樓(兩層包括在內)及25樓任何一層的所有S1、S2、S17及S18號上層單位的獨有及專有權利歸屬相同的業主或不同的企業業主但該些業主有完全相同的股東,該業主在取得業主委員會的批准(若任何適用成文法要求該批准)和符合一切適用的法律及規例下,和只要該業主繼續擁有該樓層的所有S1、S2、S17及S18號上層單位,受制於及根據大廈公契的條款,可享有專有權利持有、使用、佔用及享用該樓層的走廊及通道(「該通道(I)」)。

- (b) 業主持有、使用、佔用及享用該通道(I)時,必須遵守一切適用的法律及規例(包括但不限於適用的建築物法例及規例、消防條例及消防守則)。如果在管理人自行酌情要求時,業主還須提供並保養暢通的走火通道及容許管理人、 其他業主及相關政府人員作通道用途。
- (c) 當業主不再是該樓層的所有S1、S2、S17及S18號上層單位的業主或該些企業業主不再有完全相同的股東,或如果該業主終止持有、使用、佔用及享用該通道(I),除非管理公司另作同意,該業主須自費修復該通道(I)至它們的原狀,並使管理公司滿意。
- 11. (a) 如果持有、使用、佔用及享用發展項目的2樓、3樓、5樓至12樓(兩層包括在內)、15樓至19樓(兩層包括在內)、20樓、21樓至23樓(兩層包括在內)及25樓任何一層的所有S9、S10、S11、S12、S15及S16號上層單位的獨有及專有權利歸屬相同的業主或不同的企業業主但該些業主有完全相同的股東,該業主在取得業主委員會的批准 (若任何適用成文法要求該批准)和符合一切適用的法律及規例下,和只要該業主繼續擁有該樓層的所有S9、S10、S11、S12、S15及S16號上層單位,受制於及根據大廈公契的條款,可享有專有權利持有、使用、佔用及享用該樓層的走廊及通道(「該通道(Ⅱ)」)。
  - (b) 業主持有、使用、佔用及享用該通道(II)時,必須遵守一切適用的法律及規例(包括但不限於適用的建築物法例及規例、消防條例及消防守則)。如果在管理人自行酌情要求時,業主還須提供並保養暢通的走火通道及容許管理人、其他業主及相關政府人員作通道用途。
  - (c) 當業主不再是該樓層的所有S9、S10、S11、S12、S15及S16號上層單位的業主或該些企業業主不再有完全相同股東,或如果該業主終止持有、使用、佔用及享用該通道(Ⅱ),除非管理公司另作同意,該業主須自費修復該通道(Ⅱ)至它們的原狀,並使管理公司滿意。
- 12. (a) 如果持有、使用、佔用及享用發展項目的:
  - (1) 2樓的所有 N1、N2、N3、N5及N6號上層單位;或
  - (2) 3樓、5樓至12樓(兩層包括在內)及15樓至19樓(兩層包括在內)任何一層的所有N1、N2、N3、N5、N6、N7及N8號 上層單位;或
  - (3) 20樓、21樓至23樓(兩層包括在內)、25樓及26樓任何一層的所有N1、N2及N3號上層單位;或
  - (4) 27樓的 所有N1號及N2號上層單位;

的獨有及專有權利歸屬相同的業主或不同的企業業主但該些業主有完全相同的股東,該業主在取得業主委員會的批准 (若任何適用成文法要求該批准)和符合一切適用的法律及規例下,和只要該業主繼續擁有該樓層的(視情況而定):

- (1) 所有N1、N2、N3、N5及N6號上層單位;或
- (2) 所有N1、N2、N3、N5、N6、N7及N8號上層單位;或
- (3) 所有N1、N2及N3號上層單位;或
- (4) 所有N1號及N2號上層單位;
- ,受制於及根據大廈公契的條款,可享有專有權利持有、使用、佔用及享用該樓層的走廊及通道(**「該通道(Ⅲ)**」)。
- (b) 業主持有、使用、佔用及享用該通道(Ⅲ)時,必須遵守一切適用的法律及規例(包括但不限於適用的建築物法例及規例、消防條例及消防守則)。如果在管理人自行酌情要求時,業主還須提供並保養暢通的走火通道及容許管理人、 其他業主及相關政府人員作通道用途。
- (c) 當業主不再是該樓層的(視情況而定):
- (1) 所有N1、N2、N3、N5及N6號上層單位;或
- (2) 所有N1、N2、N3、N5、N6、N7及N8號上層單位;或
- (3) 所有N1、N2及N3號上層單位;或
- (4) 所有N1號及N2號上層單位
- 的業主或該些企業業主不再有完全相同股東,或如果該業主終止持有、使用、佔用及享用該通道(Ⅲ),除非管理公司另作同意,該業主須自費修復該通道(Ⅲ)至它們的原狀,並使管理公司滿意。
- 13. (a) 如果持有、使用、佔用及享用發展項目的2樓、3樓、5樓至12樓(兩層包括在內)、15樓至19樓(兩層包括在內)、20樓、21樓至23樓(兩層包括在內)及25樓任何一層的所有S1、S2、S3、S5、S6、S7、S8、S9、S10、S11、S12、S15、S16、S17及 S18號上層單位的獨有及專有權利歸屬相同的業主或不同的企業業主但該些業主有完全相同的股東,該業主在取得業主委員會的批准(若任何適用成文法要求該批准)和符合一切適用的法律及規例下,和只要該業主繼續擁有該樓層的所有S1、S2、S3、S5、S6、S7、S8、S9、S10、S11、S12、S15、S16、S17及 S18號上層單位,受制於及根據大廈公契的條款,可享有專有權利持有、使用、佔用及享用該樓層的走廊及通道(「該通道(Ⅳ)」)。
  - (b) 業主持有、使用、佔用及享用該通道(Ⅳ)時,必須遵守一切適用的法律及規例(包括但不限於適用的建築物法例及規例、消防條例及消防守則)。如果在管理人自行酌情要求時,業主還須提供並保養暢通的走火通道及容許管理人、其他業主及相關政府人員作通道用途。
  - (c) 當業主不再是該樓層的所有S1、S2、S3、S5、S6、S7、S8、S9、S10、S11、S12、S15、S16、S17 及 S18號上層單位的業主或該些企業業主不再有完全相同的股東,或如果該業主終止持有、使用、佔用及享用該通道(Ⅳ),除非管理公司另作同意,該業主須自費修復該通道(Ⅳ)至它們的原狀,並使管理公司滿意。
- 14. (a) 如果持有、使用、佔用及享用發展項目的:
  - (1) 26樓的所有 S1、S2、S3及S5號上層單位;或
  - (2) 27樓的 所有S1號及S2號上層單位:
  - 的獨有及專有權利歸屬相同的業主或不同的企業業主但該些業主有完全相同的股東,該業主在取得業主委員會的批准 (若任何適用成文法要求該批准)和符合一切適用的法律及規例下,和只要該業主繼續擁有該樓層的(視情況而定):
  - (1) 所有S1、S2、S3及S5號上層單位;或
  - (2) 所有S1號及S2號上層單位;
  - ,受制於及根據大廈公契的條款,可享有專有權利持有、使用、佔用及享用該樓層的走廊及通道(「**該通道(V)**」)。
  - (b) 業主持有、使用、佔用及享用該通道(V)時,必須遵守一切適用的法律及規例(包括但不限於適用的建築物法例及規例、消防條例及消防守則)。如果在管理人自行酌情要求時,業主還須提供並保養暢通的走火通道及容許管理人、 其他業主及相關政府人員作通道用途。
  - (c) 當業主不再是該樓層的(視情況而定):
    - (1) 所有S1、S2、S3及S5號上層單位;或
    - (2) 所有S1號及S2號上層單位;
  - 的業主或該些企業業主不再有完全相同股東,或如果該業主終止持有、使用、佔用及享用該通道(V),除非管理公司 另作同意,該業主須自費修復該通道(V)至它們的原狀,並使管理公司滿意。
- 15. 共用牆的維修及保養開支須由共用牆所分隔的上層單位業主共同承擔。

若英文版本與中文版本的涵義出現歧異,概以英文版本為準。

以上資料僅供參考,有關詳情請參閱大廈公契。

如有需要,完整的大廈公契草擬文本可供免費查閱,並可在支付所需影印費後取得大廈公契草擬文本之複印本。

## Salient Points of Deed of Mutual Covenant and Management Agreement

## 大廈公共契約及管理合約之重要條款



## Allocation of Undivided Shares 不分割份數分配

## (A) Upper Units 上層單位

## 244,619 Undivided Shares 不分割份數

2,050 Undivided Shares 不分割份數

2,560 Undivided Shares 不分割份數

1.030 Undivided Shares 不分割份數

Floor	Undivided Shares for each Unit 各單位所佔之不分割份數 Unit 單位										
樓層											
27/F	S1	S2	N1	N2							
2//	2,298*	2,024*	1,749^	2,146^							
06/5	S1	S2	S3	S5	N1	N2	N3				
26/F	1,228#	1,966#	1,714#	1,277#	1,431	845	1,379				
	S1	S2	S3	S5	S6	S7	S8	S9	S10	S11	S12
21/F – 25/F	618	472	476	476	476	476	476	458	484	473	489
21/F - 25/F	S15	S16	S17	S18	N1	N2	N3				
	463	505	632	674	1,431	845	1,379				
	S1	S2	S3	S5	S6	S7	S8	S9	S10	S11	S12
00/5	618	472	476	476	476	476	476	458	484	473	489
20/F	S15	S16	S17	S18	N1	N2	N3				
	463	505	632	674	1,447#	845	1,387#				
	S1	S2	S3	S5	S6	S7	S8	S9	S10	S11	S12
0/5 10/5	618	472	476	476	476	476	476	458	484	473	489
3/F – 19/F	S15	S16	S17	S18	N1	N2	N3	N5	N6	N7	N8
	463	505	632	674	560	595	453	470	458	590	581
	S1	S2	S3	S5	S6	S7	S8	S9	S10	S11	S12
2/F	618	472	476	476	476	476	476	458	484	473	489
2/	S15	S16	S17	S18	N1	N2	N3	N5	N6		
	463	505	658#	703#	708#	698#	692#	672#	580		

## (B) Commercial Accommodatiotn 商業物業

## (C) Carpark Units 車場單位

1) 100 car parking spaces : 25 Undivided Shares each 100 個停車位:每個佔整體業權之不分割份數之25份

2) 12 motor cycle parking spaces : 5 Undivided Shares each 12 個電單車停車位:每個佔整體業權之不分割份數之5份

## (D) Common Areas and Facilities 公用地方及設施

(i) Upper Unit Common Areas and Facilities 上層單位公用地方及設施

(ii) Carpark Common Areas and Facilites 停車場公用地方及設施

(iii) Development Common Areas and Facilities

(including 4 heavy goods vehicle loading and unloading spaces, 5 heavy goods vehicle parking spaces and 2 accessible parking spaces)

發展項目公用地方及設施

(包括4個重型貨車上落貨位、5個重型貨車停車位及2個暢通易達停車位)

## Summary 總結

	Undivided Shares 不分割份數
(A) Upper Units 上層單位	244,619
(B) Commercial Accommodation 商業物業	2,050
(C) Carpark Units 車場單位	2,560
(D) Common Areas and Facilities 公用地方及設施	1,030
Grand Total 總數	250,259

(i) 4/F, 13/F, 14/F, & 24/F are omitted.

(ii) Unit S4, Unit S13, Unit S14, Unit N4 & Unit 4 are omitted.

(iii) # means including the flat roof adjacent thereto.

(iv) \* means including the flat roof adjacent thereto and the roof(s) thereabove.

(v) ^ means including the roof(s) thereabove and the stairhood pertaining thereto.

不設4樓、13樓、14樓及24樓。

不設 S4、S13、S14、N4 及4號單位。

(iii) #包括其毗鄰之平台。

(iv) \*包括其毗鄰之平台及其上之天台。 (v) ^ 包括其上之天台及其附屬之梯屋。

- 1. (A), (B), (C) & (D) are respectively defined in the Deed of Mutual Covenant and Management Agreement.
- 2. 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 Agreement for Sale and Purchase

1. (A)、(B)、(C)及(D)的定義已分別載列於大廈公共契約及管理合約。

2. 中英文版本如有歧義,以英文版本為準。所有資料均依據正式買賣合約的條款為準。

## Salient Points of the Government Grant 政府批地書的重要條款



- 1. The Development is constructed on Sha Tin Lot No. 617 (the "Lot"). The Lot is governed by an Agreement and Conditions of Sale registered in the Land Registry as New Grant No. 22220 and shall include any subsequent extensions, variations, modification or renewal thereof (collectively referred to the "Government Grant").
- 2. The term of the Government Grant is 50 years commencing from 17<sup>th</sup> November 2015.
- The Lot 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.
- General Condition No. (5)(c) of the Government Grant provides that:-

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

- Special Condition No. (8) of the Government Grant provides that:-No tree growing on the Lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.
- Special Condition No. (15) of the Government Grant provides that:-

The Purchaser shall have no right of ingress or egress to or from the Lot for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director. Upon development or redevelopment of the Lot, a temporary access for construction vehicles into the Lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Purchaser shall at his own expense, within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed.

7. Special Condition No. (21) of the Government Grant provides that:-

Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director and subject to Special Condition No. (20) hereof, the parking spaces provided within the Lot in accordance with Special Condition No. (16) hereof shall not be:

- (a) assigned except
  - (i) together with undivided shares in the Lot giving the right of exclusive use and possession of a unit or units in the building or buildings erected or to be erected on the Lot; or
  - (ii) to a person who is already the owner of undivided shares in the Lot with the right of exclusive use and possession of a unit or units in the building or buildings erected or to be erected on the Lot; or
- (b) underlet except to the owners or occupiers of the building or buildings erected or to be erected on the Lot.
- 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 Purchaser under these Conditions, or for any other purpose, the Purchaser shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Purchaser shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (23) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Lot or from any adjacent or adjoining Government or leased land, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Purchaser to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Purchaser shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Purchaser shall on demand repay to the Government the cost thereof, together with any

## Salient Points of the Government Grant 政府批地書的重要條款

administrative or professional fees and charges.

- Special Condition No. (25) of the Government Grant provides that:-No rock crushing plant shall be permitted on the Lot without the prior written approval of the Director.
- 10. Special Condition No. (26) of the Government Grant provides that:

  Where prestressed ground anchors have been installed, upon development or redevelopment of the Lot or any part thereof, the Purchaser shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the Purchaser shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Purchaser shall on demand repay to the Government the cost thereof.
- 11. Special Condition No. (29) of the Government Grant provides that:-
  - (a) The Purchaser shall within six calendar months from the date of this Agreement (or such other extended period or periods as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his approval in writing a sewerage impact assessment (hereinafter referred to as "SIA") containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impact as may arise from the development of the Lot, and recommendations for mitigation measures, improvement works and other measures and works.
  - (b) The Purchaser shall at his own expense implement the recommendations in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection and within such time limit as may be stipulated by him.
  - (c) The technical aspects of the SIA shall be undertaken by a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline or a chartered civil engineer.
  - (d) No building works (other than ground investigation and site formation works) shall be commenced on the Lot or any part thereof until the SIA shall have been approved in writing by the Director of Environmental Protection. For the purpose of these Conditions, "building works", "ground investigation" and "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.
  - (e) For the avoidance of doubt and without prejudice to the generality of General Conditions No. 5 hereof, the Purchaser hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to implement the recommendations in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Purchaser for any cost, damage or loss caused to or suffered by the Purchaser whether arising out of or incidental to the fulfillment of the Purchaser's obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Purchaser in respect of such cost, damage or loss.
- 12. Special Condition No. (30) of the Government Grant provides that:-
  - (a) The Purchaser shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the Lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the Lot, and the Purchaser shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
  - (b) The works of connecting any drains and sewers from the Lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Purchaser for any loss or damage thereby occasioned and the Purchaser shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Purchaser at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Purchaser at his own cost and upon demand be handed over by the Purchaser to the Government for future maintenance thereof at the expense of the Government and the Purchaser shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Purchaser to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.
- 13. Special Condition No. (31) of the Government Grant provides that:-
  - (a) The Purchaser shall take or cause to be taken such action as shall be necessary to avoid and remedy 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 Purchaser 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 Purchaser by the Director. Upon demand in writing by the Director, the Purchaser 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 Purchaser 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 Special 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 Purchaser 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 Purchaser 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; and 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 Purchaser shall on demand pay the shortfall to the Director on a full recovery basis.
- 14. Special Condition No. (32) of the Government Grant provides that:-
  - (a) Prior to the commencement of any works whatsoever on the Lot including but not limited to site investigation works, piling or other foundation works and other civil engineering and building works, the Purchaser shall consult the MTR Corporation Limited (hereinafter referred to as "the Corporation") so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the railway as defined under section 2 of the Mass Transit Railway Ordinance (hereinafter referred to as "the MTR Ordinance") and any extension thereto (which railway and any extension thereto are hereinafter referred to as "the Railway"). (as to which the decision of the Director shall be conclusive) and if required by the Director, the Purchaser shall, at his own expense, take such precautions as may be required by the Corporation to ensure the safety of any railway works, structures, facilities or installations and the operation of the Railway.
  - (b) The Purchaser shall observe and comply with:
    - (i) all Ordinances, by-laws and regulations and any amending legislation relating to the Railway; and
    - (ii) the Practice Notes for Authorized Persons and Registered Structural Engineers and the Practice Notes for Registered Contractors issued by the Buildings Department for the time being in force relating to the Railway, and any amendments thereto.
  - (c) The Purchaser shall at his own expense comply with all special requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used) repair and maintenance of any part or parts of the building or buildings in close proximity to the Railway or within the railway protection boundaries or areas designated by the Building Authority for the Railway.
  - (d) The Purchaser shall, throughout the term hereby agreed to be granted, permit the Government, the Corporation and their duly authorized officers, servants and contractors the right of ingress, egress and regress to, from and through the Lot and any building or buildings erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Railway. The Government and its duly authorized officers, servants and contractors shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the exercise of the rights conferred under this sub-clause (d) and no claim or objection whatsoever shall be made against it or them by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
  - (e) In the event that the Corporation ceases to operate the Railway or any part of the Railway affecting the Lot upon revocation or expiration of the franchise (including any extension thereto) granted under section 4 of the MTR Ordinance or otherwise, any reference to the Corporation in this Special Condition shall where appropriate mean the Government, its nominee or a third party designated by the Government.
- 15. Special Condition No. (35) 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.

Where there is discrepancy in meaning between the English and Chinese versions, the English version shall prevail.

## Salient Points of the Government Grant

## 政府批地書的重要條款

- 1. 本發展項目興建於沙田市地段第617號(「**該地段**」)。「該地段」受一份在土地註冊處註冊為新批地契22220號的賣地協議及條件所規定,並且包括其後對其所作的任何延展、更改、修訂或續期(共同稱為「**政府批地書**」)。
- 2. 政府批地書的年期為由2015年11月17日起計50年。
- 3. 除了作非住宅用途以外,「該地段」不得作任何其他用途,但非住宅用途不包括:
  - (a) 酒店、加油站及護老院;
  - (b) 任何行業現在或今後被《公眾衞生及市政條例》或其他修改或取替《公眾衞生及市政條例》的法例宣布為厭惡性行業;及
- (c) 使用及儲存《危險品條例》或其他修改或取替《危險品條例》的法例中所定義的危險品,但可准許使用及儲存獲《危險品條例》或其附屬規例或其他條例豁免牌照要求的少量危險品。
- 4. 政府批地書一般條件第(5)(c)條規定:

倘因「買方」違反此等「條款」又或毗連或毗鄰土地或「該地段」受損或出現泥土及地下水污染,而地政總署署長(以下簡稱「**署長**」(其意見將為終局,並對「買方」具有約束力)認為有關損害或泥土及地下水污染乃因「買方」使用「該地段」或該「該地段」的任何發展項目或重建項目或其任何部份又或「買方」在「該地段」進行任何活動或執行任何工程所致,則不論「買方」使用「該地段」、發展或重建、進行活動或執行工程是否遵從或違反此等「條款」,「買方」須就任何由此招致或產生的訴訟、法律程序、責任、申索、費用、開支、損失(不論屬經濟或其他性質)及索償向「政府」作出彌償並確保其被彌償。

5. 政府批地書特別條款第(8)條規定:

除非事前獲「署長」書面同意 (「署長」給予同意時可附加其視為恰當的移植、補償園景工程或再植條件),不可移走或干預任何現於「該地段」或毗連土地生長的樹木。

6. 政府批地書特別條款第(15)條規定:

「買方」除通過本政府批地書夾附的圖則上顯示及標示的Z點來往X和Y點之間或在「署長」書面批准的其他位置外,不得在其他位置駕駛車輛進出「該地段」。在發展或重建「該地段」時,「署長」可批准建築車輛使用臨時通道進入「該地段」,該臨時通道的位置及使用條件由「署長」決定。在完成發展或重建時,「買方」須自費於「署長」指定的時間內復原興建臨時通道的範圍,以在各方面令「署長」滿意。

7. 政府批地書特別條款第(21)條規定:

儘管此等「條款」已按「署長」滿意的方式被全面履行和遵守,受限於本文特別條款第(20)條之規定,根據本特別條款第(16)條在「該地段」提供的停車位不得:

- (a) 轉讓,除非:
  - (i) 連同賦予專屬權使用與管有現已或將會建於「該地段」的一座或多座建築物之一個或多個單位的不分割份數一併轉 讓;或
  - (ii) 承讓人現時已擁有具專屬權使用與管有現已或將會建於「該地段」的一座或多座建築物之一個或多個單位的不分割份數;或
- (b) 分租(租予現已或將會建於「該地段」的一座或多座建築物的業主或佔用人除外)。
- 8. 政府批地書特別條款第(24)條規定:
- (a) 如「該地段」或任何「政府」官地現時或以往曾經配合或因應「該地段」或其任何部份的開拓、平整或發展事宜而進行削土、移土或土地後移工程,或任何建造或填土工程,或任何性質的斜坡處理工程,或此等「條款」規定「買方」執行的任何其他工程,又或基於其他用途的工程,不論事前是否獲「署長」書面同意,「買方」亦須在當時或其後任何時間,按需要自費進行及建造斜坡處理工程、護土牆或其他支撐物、防護結構、排水或輔助工程或其他工程,以保護和支撐「該地段」內的土地及任何毗連或毗鄰「政府」官地或已批租土地,同時避免及防止其後發生任何滑土、山泥傾瀉或地陷。「買方」須於本文協定的整個批租年期內的所有時候自費維修上述土地、斜坡處理工程、護土牆或其他支撐物、防護結構、排水或輔助工程或其他工程,使其保持修葺良好堅固及狀況良好,令「署長」滿意。
- (b) 本特別條款(a)款之規定概不妨礙此等「條款」賦予「政府」的權利,其中特別以本文特別條款第(23)條為要。
- (c) 如因「買方」進行的任何開拓、平整、發展事宜或其他工程或基於任何其他事故導致或引致「該地段」範圍內任何土地或任何毗連或毗鄰「政府」官地或批租土地在任何時間發生滑土、山泥傾瀉或地陷,「買方」須自費還原和修復該處,以令「署長」滿意,並向「政府」、其代理及承辦商作出所有因滑土、山泥傾瀉或地陷引起、招致或蒙受的所有費用、收費、損害、索求及索償的賠償。
- (d) 「署長」除享有本文訂明可就違反任何此等「條款」追討之任何其他權利或補償權外,另有權向「買方」發出書面通知,要求「買方」進行、建造和維修上述的土地、斜坡處理工程、護土牆或其他支撐物、防護結構、排水或輔助工程或其他工程,又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如「買方」疏忽或不執行通知內訂明期間以「署長」滿意的方式完成通知的指示,「署長」可即時執行及進行必要的工程,「買方」必須在接獲通知時向「政府」償還有關的費用,以及任何行政或專業收費與費用。
- 9. 政府批地書特別條款第(25)條規定:

如非事前獲「署長」書面批准,不准在「該地段」使用碎石機。

10. 政府批地書特別條款第(26)條規定:

如果在發展或重建「該地段」或其任何部分時已安裝預應力地樁,買方須在預應力地樁的整個服務期限內自費定期保養與監察預應力地樁,以達至「署長」滿意程度,並在「署長」不時絕對酌情要求時向「署長」提交所有該等監察工程的報告和資料。如果買方忽略或未能進行要求的監察工程,「署長」可立即執行與進行該等監察工程,而買方須應要求付還其開支給政府。

- 11. 政府批地書特別條款第(29)條規定:
  - (a) 「買方」須於本協議的日期起六個曆月(或「署長」批准的其他延長期間)內,就「該地段」的發展事宜自費向環境保護署署長提交或安排向其提交一份全面令環境保護署署長滿意的排污影響評估(以下簡稱「**排污影響評估」)**以取得書面批准。該「排污影響評估」須載有環境保護署署長可能要求的資料及詳情,包括但不限於發展「該地段」可能產生的一切不利的排污影響及實施舒緩措施、改善工程及其他措施及工程的建議。
  - (b) 「買方」須於環境保護署署長指定的期限內自費實施經環境保護署署長批准的「排污影響評估」中的建議,全面令環境保護署署長滿意。
- (c) 「排污影響評估」的技術層面, 須由香港工程師學會具備土木工程專業的會員或特許土木工程師進行。

- (d) 在環境保護署署長未書面批准「排污影響評估」之前,不得在「該地段」或其任何部份展開建築工程(土地勘察及地盤平整工程除外)。就此等「條款」而言,「建築工程」、「土地勘察」及「地盤平整工程」須按《建築物條例》、其任何附屬規例及任何相關修訂法例界定。
- (e) 為免存疑和在不損害本文一般條款第5條的一般性的原則下,「買方」現明確確認及同意其須獨自自費實施經環境保護署署長批准的「排污影響評估」中的建議,全面令環境保護署署長滿意。「政府」及其人員概毋須就「買方」履行本特別條款的義務或其他原因所引起或附帶引起對「買方」造成或令其蒙受的任何費用、損害或損失承擔任何責任或義務,而且「買方」不得就任何該等費用、損害或損失向「政府」及其人員提出索償。

## 12. 政府批地書特別條款第(30)條規定:

- (a) 「買方」須按「署長」視為需要,自費以「署長」滿意的方式在「該地段」邊界範圍內或「政府」官地上建造和維修排水渠及渠道,以截流及引流所有落下或流進「該地段」的暴雨污水或雨水至最鄰近的河溪、集水井、渠道或「政府」雨水渠。倘此等暴雨污水或雨水造成任何損害或騷擾,以致引起任何訴訟、索償及索求,「買方」必須承擔全責並向「政府」及其人員賠償。
- (b) 接駁「該地段」任何排水渠及污水管至已鋪設和啟用之「政府」雨水渠及污水管的工程可由「署長」負責執行。「署長」毋須就由此引起的任何損失或損害向「買方」承擔責任,而「買方」接獲「政府」通知時須向「政府」支付此等接駁工程的費用。此外,「買方」亦可自費以「署長」滿意的方式執行上述接駁工程。於該情況下,位於「政府」官地範圍內的上述接駁工程部份將由「買方」自費維修,如「政府」發出通知,「買方」須將此等工程部份移交「政府」,日後由「政府」自費維修,「買方」並須在「政府」通知時向「政府」繳付上述接駁工程的技術審核費用。如「買方」不維修建於「政府」官地上的上述接駁工程任何部份,「署長」可執行其視為必要的維修工程,「買方」須在「政府」通知時支付有關工程的費用。

## 13. 政府批地書特別條款第(31)條規定:

- (a) 「買方」須採取或安排採取必要的行動去避免及補救因發展、重建或使用「該地段」或其他形式而引致「該地段」及毗鄰或毗連的政府土地或其部分或在其上的任何建築物或結構(不論是在地面、地面之上或之下)的土壤及地下水污染。「買方」須自費進行所有必要的工程(在下文稱「**防範工程**」)去避免該等土壤及地下水的污染的發生。
- (b) 「買方」須於本文協定的整個批租年期期滿或提早終止之前的18個曆月內或「署長」指訂的較短時間內,對「該地段」及毗鄰或毗連的政府土地或其部分或在其上的任何建築物或結構(不論是在地面、地面之上或之下)自費進行土壤及地下水污染評估(在下文稱「污染評估」),使環境保護署署長滿意。其後於不少於本文協定的整個批租年期期滿或提早終止之前的12個曆月或經「署長」書面通知指訂的日期向「署長」提交污染評估報告。在「署長」書面要求下,「買方」須自費及在「署長」指訂的時間內及按其指定的方式對「該地段」及毗鄰或毗連的政府土地或其部分或在其上的任何建築物或結構(不論是在地面、地面之上或之下)進行消除污染工程或其他「署長」要求的工程(在下文稱「消除污染工程」),使環境保護署署長滿意。
- (c) 如果「買方」忽略或未能按照本特別條款(a)及(b) 款進行防範工程或污染評估或消除污染工程,
  - (i) 「署長」可行使酌情權進行防範工程、污染評估及消除污染工程。「買方」須在要求時以完全彌償基礎向「署長」 歸還因此產生的費用(該費用由「署長」核證)。
  - (ii)「買方」須在要求時繳付一次性金額予「署長」,而該金額等同環境保護署署長行使酌情權下估計進行防範工程、污染評估及消除污染工程的金額。倘若該一次性金額不足以繳付進行防範工程、污染評估及消除污染工程的費用(不論工程是由「署長」或其他被委託進行工程的任何人士進行),「買方」須在要求時以完全補償基礎繳付差額予「署長」。

## 14. 政府批地書特別條款第(32)條規定:

- (a) 在「該地段」內展開任何工程(包括但不限於地盤勘測工程、打樁或其他地基工程及其他土木工程和建築工程)之前,「買方」須諮詢香港鐵路有限公司(以下簡稱「港鐵」)以確保任何該等工程不會破壞、干擾或危及《香港鐵路條例》(以下簡稱「港鐵條例」)第2條定義的鐵路及其任何延長部分(該鐵路及其任何延長部分以下簡稱「鐵路」)的任何鐵路工程、構築物、設施或裝置或安全運作(「署長」對此作出的決定將為終局)。如「署長」要求,「買方」須自費採取「港鐵」要求的預防措施以確保「鐵路」的任何鐵路工程、構築物、設施或裝置及運作的安全。
- (b) 「買方」須遵守和遵從:
  - (i) 「鐵路有關的所有條例、附例和規例及任何修訂法例;及
  - (ii) 屋宇署發出當時有效且與「鐵路有關的《認可人士及註冊結構工程師作業備考》及《註冊承建商作業備考》及 其任何修訂本。
- (c) 「買方」須自費遵守建築事務監督、消防處處長及所有其他相關政府部門及法定機關就非常接近「鐵路」或建築事務監督就「鐵路」指定的鐵路保護邊界或範圍內的建築物任何部分的建築(包括將使用的用料)、維修及保養有關的所有特別要求。
- (d) 「買方」須於本文協定的整個批租年期內允許「政府」、「港鐵」及其妥為授權的人員、僱員及承辦商(不論是否連同工具、車輛、機器或設備)進入、再進出及穿越「該地段」及其上已建的任何建築物以進行工程及與「鐵路」有關的任何測量、檢查、檢驗、保養、改善或發展。「政府」及其妥為授權的人員、僱員及承辦商概毋須就因行使本(d)款的權利而引起或與其有關的各種導致「買方」或令「買方」蒙受的任何損失、損害、滋擾或騷擾負責,且「買方」不得向「署長」及其妥為授權的人員、僱員及承辦商作申索或提出反對。
- (e) 如「港鐵」因「港鐵條例」第4條下批予的專營權(包括其任何延續)取消或期滿而終止營運「鐵路」或其影響「該地段」的任何部分,本特別條款提及的「港鐵」將(如屬適當)「政府」、其提名人或「政府」指定的第三者。

## 15. 政府批地書特別條款第(35)條規定:

- (a) 「該地段」上不可搭建或設置墳墓或骨灰龕,亦不可在「該地段之內埋葬或之上存放任何人類遺骸或動物遺骸(不論是放入罈、骨灰甕或以其他方式)。
- (b) 「該地段 | 上或在其上已搭建或擬搭建的任何建築物不得放置墓碑。

若英文版本與中文版本的涵義出現歧異,概以英文版本為準。

## Other Information 其他資料

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

- 1. A preliminary deposit shall be paid on the signing of the Memorandum for Sale / Preliminary Agreement for Sale and Purchase.
- 2. If a purchaser who signed a Memorandum for Sale / Preliminary Agreement for Sale and Purchase does not, for any reason, sign the formal Agreement for Sale and Purchase, the preliminary deposit paid by the Purchaser is forfeited to the Vendor.

## 有關臨時買賣合約之事項

- 1. 簽買臨時買賣合約時,買方須交付臨時訂金。
- 2. 如買方於簽署臨時買賣合約後,不論基於任何原因沒有簽署正式買賣合約,買方支付的臨時訂金,即被沒收歸於賣方。

## "SALEABLE AREA" (AS DEFINED IN FORMAL AGREEMENT FOR SALE AND PURCHASE) MEANS:

- 1. 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:
- 2. In relation to any cockloft, the floor area of such cockloft measured from the interior of the enclosing walls of such cockloft;
- 3. 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;
- 4. In relation to any carparking space, the area of such carparking space measured from the interior of its demarcating lines or enclosing walls, as the case may be;
- 5. 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.

## 「實用面積」(按買賣合約內之定義) 是指:

- 1. 如屬由牆壁圍起的單位,則指單位樓面面積(包括任何露台及陽台的樓面面積),由單位圍牆外圍起計,但如圍牆分隔兩個毗連單位,則須由牆壁的中央起計。單位的樓面面積並包括單位內部間隔及支柱,但不包括單位圍牆外的公用部份。如任何圍牆鄰接公用地方,則包括該圍牆的整個厚度;
- 2. 如屬閣樓,則指閣樓的樓面面積,由閣樓圍牆內圍起計;
- 3. 如屬不伸展至單位樓面的窗台,則指窗台的面積,由窗台圍牆外圍或玻璃窗外圍起計,並由窗台與垂直至樓面的牆壁相接之處起計,但不包括該牆的厚度;
- 4. 如屬車位,則指車位的面積,由其分界線或圍牆內圍起計(視屬何情況而定);
- 5. 如屬天井、陽台、花園、平台或天台,則指天井、陽台、花園、平台或天台的面積,由其分界線內圍起計。如以牆壁為分界,則由牆壁內圍起計。

## INFORMATION TO BE DISCLOSED UPON REQUEST

- 1. Information on charges for conveyancing and mortgage documents, stamp duties are available from the Vendor's solicitors
- 2. The Approved Sha Tin Outline Zoning Plan and the attached schedule, Plan No. S/ST/34 dated 29 May 2018.

## 買方可要求查閱的資料

- 1. 賣方律師可提供有關買賣及按揭契約及印花税等費用之資料。
- 2. 2018年5月29日之沙田分區計劃大綱核准圖及其附表(編號為S/ST/34)。

## Other Information 其他資料

## **ADDITIONAL INFORMATION**

- 1. All purchasers of unit with flat roof/roof/balcony (if any) should note that there may be exposed pipes and ducts for common use on such flat roof/roof/balcony. Floor plans of such flat roof/roof/balcony indicating the approximate position of such exposed pipes and ducts will be available at the sales office during opening hours for reference upon request and on paying necessary photocopying charges. The Vendor reserves its right to amend such plans subject to the approval by the relevant Government Authorities.
- 2. The Vendor reserves the right to amend the latest draft DMC and Government Grant subject to the approval of the Director of Lands (if applicable).
- 3. The overall development scheme of the development site and the surrounding areas and environment are subject to change or modification.
- 4. The Vendor will pay/has paid all outstanding Government rent in respect of the Lot from the date of the Government Grant up to and including the date of the respective assignments.
- 5. Purchasers are obligated to pay debris removal fee and to reimburse the Vendor for water / electricity / gas (if any) deposit.
- 6. Enquiry telephone number and website address of The Law Society of Hong Kong:

Website Address: www.hklawsoc.org.hk Enquiry Telephone Number: 2846 0500

## 額外資料

- 1. 所有購買連平台/天台/露台(如有)的單位之買方注意,在各平台/天台/露台內可能有外露之公用喉管及管道,買方可在售樓處開放時間內要求及繳付所需影印費用後取得有關平台/天台/露台的平面圖作參考,外露之喉管及管道的大約位置將會被展示在該些平面圖上,但賣方保留取得相關政府部門批准後更改該等圖則之權利。
- 2. 賣方保留修改最新草擬版本的大廈公契以及政府批地書的權利,並以地政總署署長的最後批准為準(如屬適用)。
- 3. 發展項目的整體發展計劃及周圍地區及環境有可能改變或修改。
- 4. 賣方將會或已經繳付所有有關本地段於政府批地書日期起計至並包括相關轉讓契日期期間之未付地租。
- 5. 買家必需繳付泥頭費及向賣方彌償有關水/電/煤(如有)之按金。
- 6. 香港律師會查詢電話及網站: 網站:www.hklawsoc.org.hk

網站:www.hklawsoc.org.hk 查詢電話:2846 0500

## **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 12 months of the date of handover notice issued by the Vendor remedy any defects to the unit concerned, caused otherwise than by the act or neglect of the Purchaser.

## 欠妥之處的保養責任期

賣方有責任於收到買方在賣方發出的收樓通知日期起計的12個月內所發出的書面通知後,於合理及切實可行範圍內盡快補救該單位欠妥之處(買方行為或疏忽導致除外),費用由賣方負責。

## **IMPORTANT NOTES**

- 1. The Chinese version of all contents of this sales brochure is for reference only. In case of discrepancy between the English version and the Chinese version, the English version shall prevail.
- 2. The Vendor reserves the right to make modifications and changes to the building design, specifications, features, floor plans, the fittings and finishes 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 and the provisions of the Agreement for Sale and Purchase.
- 3. All plans and specifications in this sales brochure are subject to Government's final approval.
- 4. All information in this sales brochure shall not constitute or be constructed as giving any offer, representation or warranty whether expressly or impliedly.
- 5. Photographs, maps, plans and illustrations in this sales brochure are for reference only.
- 6. 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.
- 7. 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.
- 8. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

Sales Hotline : (852) 8206 2220

Fax: (852) 2877 3240

Email: commercial-sales@shkp.com Website: www.WLUXE.com.hk

## 重要聲明

- 1. 本售樓說明書內所有內容的中文譯本僅供參考,如中英文版本有歧義,一切以英文版本為準。
- 2. 賣方保留權利於符合相關政府部門批准(如需要)、已簽訂的大廈公契及買賣合約條文的情況下修改及改變大廈的設計、 規格訂明、特色、平面圖、裝置及裝修物料及所有設施擬作的用途而無須事先通知買家。
- 3. 本售樓説明書內所示之平面圖及規格訂明均以政府最後批准為準。
- 4. 本售樓説明書內所有資料不構成亦不得被詮釋為任何明示和隱含的要約、陳述或保証。
- 5. 本售樓説明書內之相片、地圖、圖則及插圖僅供參考之用。
- 6. 本售樓説明書內所有資料及內容以政府批地書、買賣合約及已簽訂的大廈公契之條款為準。
- 7. 本售樓説明書內設施的設計及位置皆有更改的可能及須經有關政府部門作出最後批准。
- 8. 賣方建議準買方到有關發展地盤作實地考察,以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。

銷售熱線: (852) 8206 2220 傳真: (852) 2877 3240

電郵:commercial-sales@shkp.com 物業網址:www.WLUXE.com.hk



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Sales Hotline 銷售熱線: (852) 8206 2220

Sales Agent 銷售代理

