

Fittings & Finishes Schedule

Common Areas

External Finishes

Building facade finished primarily with combination of curtain wall system and aluminum cladding; others are laid with tiles or external paint.

Entrance and Main Lobby

Walls and floors finished with marble, granite, glass or timber where applicable. Lobby is air-conditioned, with suspended ceiling.

Typical Lift Lobby & Corridor

Floor finished with large size granite/ marble slabs. Walls finished with resin based reconstitute marble. Ceiling finished with suspended panel completed with energy saving type lighting and environmentally friendly A/C system.

Lifts Provision

There are a total of six high-speed passenger lifts comprising three low-zone lifts; three for high-zone lifts; one fireman lift and one service lift serving all floors of the building. Two escalators are provided to link up G/F entrance and 1/F main lobby cum 1/F shopping arcade.

Office Lift interior decorated in combination of stone, glass and stainless steel finish, completed with air-conditioning, LCD digital display panels and duo colour floor selection buttons.

Common Lavatorie

Walls and floors finished with resin based reconstitute marble and natural granite respectively; basins counter finished with natural granite; ceiling finished with suspended long strip aluminum ceiling; complete with high quality sanitary wares and fittings with compact laminated panel for cubicles.

Security System

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

Fire Safety

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

Telecommunications

Dual Telephone Lead-In Cable System and Fibre Optic riser installed; selection of FTNS operations available.

Electricity

1200 amp 3 phase power supply for general lighting and power for G/F to 1/F shops.

400 amp 3 phase power supply for general lighting and power per floor for 8/F to 10/F shops.

300 amp 3 phase power supply for general lighting and power per floor for 11/F to 30/F office units.

2 numbers 2000A busway risers installed.

Refuse Collection

Refuse Storage & Material Recovery Chamber provided on G/F.

Water/ Electricity Meters

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

Individual Unit

Main Door

Fire rated timber entrance door with wood grain PVC laminated film finish for 11/F to 30/F office units.

Glass doors installed for G/F, 1/F, 8/F to 10/F shop units. Curtain wall or glass wall is adopted at 1/F facing the street.

Internal Finishes

Walls and columns finished with emulsion paint on cement/ sand plaster up to beam soffit level to office/ shop units.

Flooring

Raised floor system at 100mm high (inclusive of material) on monolithic concrete trowelled surface (access boxes and Grommets not provided) is provided for office units at 11/F to 30/F. Cement and sand screeding finishing is provided for shop units at G/F to 1/F and 8/F to 10/F.

Curtain Walls

Curtain wall system completed with a combination of fixed windows and lockable openable windows. Curtain wall is single layer glazed temper glass of reflective type.

Air-conditioning

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

Sprinkler system

Automatic sprinkler system installed to the satisfaction of the Hong Kong Fire Services Department.

Remarks

The Vendor reserves the right to substitute other materials of comparable quality and standard for the intended materials as listed in the above Fittings & Finishes Schedule.

All the above information and the others which are not listed are subject to the final plans to be approved by relevant Government departments.

The fittings and finishes as listed out above shall be in accordance with terms of Formal Agreement for Sale and Purchase. Due to nature of the building materials, these provisions may have a slight variation in the colour, measurement, grain, texture and/ or workmanship.

Information for Reference

Standard Information about the Development

Name of Development

Maxgrand Plaza 萬迪廣場

Address

No. 3 Tai Yau Street, San Po Kong, Kowloon (大有街3號)

Lot No.

The Remaining Portion of New Kowloon Inland Lot No.4899

Site Area

2,168 sq.m. (about)

Government Rent

3% per annum of the rateable value from time to time of the Lot.

User Restriction

Non-residential purposes excluding i) hotel, petrol filling station and residential care home; ii) any trade that is now or may hereafter be declared to be an offensive trade under the Public Health and Municipal Services Ordinance (Cap.132), or any enactment amending the same or substituted therefore; and iii) the use or storage of any dangerous goods as defined in the Dangerous Goods Ordinance (Cap.295), or any enactment amending the same or substituted therefore, except that the use or storage of such small quantities of the said dangerous goods as shall be exempted from the licensing requirements under the Dangerous Goods Ordinance or any Regulations made thereunder or any other ordinances shall be permitted.

Lease Term of Land Grant

99 years less the last 3 days thereof commencing from 1st July 1898 which said term is extended until 30th June 2047 by virtue of Section 6 of the New Territories Leases (Extension) Ordinance (Cap.150)

Vendor

Sun Win Development Limited (曉勝發展有限公司)

Vendor's Solicitor

Mayer Brown JSM
16th – 19th Floors,
Prince's Building, 10 Chater Road,
Central, Hong Kong.
Tel: 2843 2211 Fax: 2845 9121

Authorised Person

Mr. Leung Sai Hung

The Firm or Corporation of which an Authorised Person for the Development is a Proprietor, Director or Employee in His or Her Professional Capacity

MLA Architects (HK) Limited (馬梁建築師事務所(香港)有限公司)

Structural Engineer

C.M. Wong & Associates Limited

Building Contractor

W.Hing Construction Company Limited (永興聯合建築有限公司)

Mortgagee Bank

Dah Sing Bank, Limited (大新銀行有限公司)

Sales Office

32/F, Billion Plaza 2, 10 Cheung Yue Street, Cheung Sha Wan, Kowloon

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

30th June 2016

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

Building Design

No. of Tower

1

No. of Storeys for Shopping Arcade

2 storeys (G/F and 1/F)

No. of Storeys for Car Parking

6 storeys (2/F, 3/F, 4/F, 5/F, 6/F and 7/F)

No. of Storeys for Retail Shop

3 storeys (8/F, 9/F and 10/F)

No. of Storeys for Office

16 storeys (11/F to 15/F, 17/F to 30/F; 13/F, 14/F and 24/F are omitted)

Storey Height (Floor to Floor)*

G/F	: 4.800 meters
1/F	: 5.000 meters
2/F	: 3.400 meters
3/F	: 5.600 meters
4/F	: 3.300 meters
5/F to 6/F	: 3.300 meters for each floor
7/F	: 3.300 meters to 4.950 meters
8/F to 10/F	: 4.150 meters for each floor
11/F to 30/F	: 3.950 meters for each floor

Notes:

*Means the height being measured from one structural floor level to the next structural floor level directly above (where applicable, includes the thickness of the floor slab or roof slabs, all beams, ceiling bulkheads and/ or any concrete structure in between) and subject to final Government approved building plans.

No. of Private Car Parking Spaces

149 nos. (Dimension: approximately 2.5m X 5.0m)

No. of Accessible (Disabled) Car Parking Spaces

3 nos. (Dimension: approximately 3.5m X 5.0m)

No. of Motor Cycle Parking Spaces

16 nos. (Dimension: approximately 2.4m X 1.0m)

No. of Goods Vehicles Parking Spaces

2 nos. for Heavy Goods Vehicles
(Dimension: approximately 3.5m X 11m)
5 nos. for Light Goods Vehicles
(Dimension: approximately 3.5m X 11m)

No. of Loading/ Unloading Spaces

3 nos. for Heavy Goods Vehicles
(Dimension: approximately 3.5m X 11m)
5 nos. for Light Goods Vehicles
(Dimension: approximately 3.5m X 11m)

Property Management

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

Building Manager

The Manager shall mean “**Jones Lang LaSalle Billion Management Services Limited**” or any manager as from time to time being appointed as Building Manager of the Development under the Deed of Mutual Covenant and Management Agreement (“DMC”) in respect of the Development and in accordance with the Building Management Ordinance (Cap. 344).

Terms of Appointment of the Manager

The initial term shall be **TWO** (2) years from date of DMC, and such appointment shall continue thereafter until terminated by the Owners’ Committee or the Manager in accordance with the DMC. The appointment of the Manager may be terminated by 3 months’ written notice given by either the Manager or the Owners’ Committee in the circumstances and manner as provided in the DMC. The annual remuneration of the Manager shall be 15% of the actual annual expenditure (excluding manager’s remuneration) incurred in the management of the Development.

Monthly Management Fees

Based on the annual budget prepared by the Manager, each Owner shall contribute to the management expenses in proportion to the undivided shares allocated to his unit(s) in accordance with the DMC:-

1. Upper Office Units (11/F to 30/F):
Approximately HK\$2.00 per sq.ft. per month on Gross Floor Area basis
2. Upper Commercial Units (8/F to 10/F):
Approximately HK\$2.00 per sq.ft. per month on Gross Floor Area basis
3. 1/F Shopping Arcade Units:
Approximately HK\$2.00 per sq.ft. per month on Gross Floor Area basis
4. G/F Shopping Arcade Units:
Approximately HK\$1.90 per sq.ft. per month on Gross Floor Area basis
5. Private Car Parking Space:
Approximately HK\$230 per month per space
6. Light Goods Vehicle Parking space:
Approximately HK\$460 per month per space
7. Heavy Goods Vehicle Parking space:
Approximately HK\$700 per month per space

8. Motor cycle Parking Space:
Approximately HK\$60 per month per space
9. Accessible Car Private Parking Space:
Approximately HK\$320 per month per space

The above is an estimation based on 2016 expenditure level. Slight adjustment may be required upon completion and in accordance with the DMC.

Initial Payments upon Handover are as follows:

- a) Management Fee Deposit (transferable but not refundable)
– a sum equivalent to 3 months’ management fee;
- b) Special Fund (non-refundable and non-transferable)
– a sum equivalent to 2 months’ management fee;
- c) Debris Removal Fee (non-refundable and non-transferable)
– a sum equivalent to 1 month’s management fee;
- d) Management Fee payable in advance
– a sum equivalent to 1 month’s management fee;
- e) A proportionate share of deposits payable for electricity and water meters & other utilities deposits.

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

Development Rules and Fitting Out Rules

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

Purchase Price and Related Matters

1. The preliminary deposits paid by prospective purchasers at the time of signing a preliminary agreement will be cashed and the proceeds shall be paid into a bank account opened with a licensed bank held in trust for the Vendor by its solicitors and the proceeds shall not be transferred to the Vendor.
2. After the respective Formal Agreements for Sale and Purchase have been signed by the purchasers in respect of

the units purchased by them, the preliminary deposits relating to those units held by the Vendor’s solicitors in the stakeholder accounts shall be applied as deposit and in part payment of the purchase price of each unit and shall be held by the Vendor’s solicitors as stakeholders.

3. No interest on the preliminary deposits shall be paid to the prospective purchasers.
4. If a person who signed a preliminary agreement does not, for any reason, execute the Formal Agreement for Sale and Purchase, the Vendor shall refund to him the amount of any preliminary deposit already paid by him less an amount of **3%** of the purchase price of the unit in respect of which he or they signed the preliminary agreement.

Saleable Area

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

- (i) in relation to a unit enclosed by walls, the floor area of such unit (which shall include the floor area of any balconies and verandahs), measured from the exterior of the enclosing walls of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit; but shall exclude the common parts outside the enclosing walls of such unit Provided That if any of the enclosing walls abut onto a common area, then the whole thickness of the enclosing walls which so abut shall be included;
- (ii) in relation to any cockloft, the floor area of such cockloft measured from the interior of the enclosing walls of such cockloft;
- (iii) in relation to any bay window which does not extend to the floor level of a unit, the area of such bay window measured from the exterior of the enclosing walls or glass windows of such bay window and from the point where the bay window meets the wall dropping to the floor level of a unit but excluding the thickness of such wall;

(iv) in relation to any carparking space, the area of such carparking space (the dimensions of which are more particularly set out in Schedule 3 to the Formal Agreement for Sale and Purchase) measured from the interior of its demarcating lines or enclosing walls, as the case may be;

(v) in relation to any yard, terrace, garden, flat roof or roof, the area of such yard, terrace, garden, flat roof or roof measured from the interior of their boundary lines, and where the boundary consists of a wall, then it shall be measured from the interior of such wall.

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

Information Upon request

The following information will be available upon on request:

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

Information to Note

1. Prospective purchasers are advised to conduct on-site visit of the Development for a better understanding of the development site, its surrounding areas and environment and public facilities nearby as well as making reference to the building model placed at the sales office for the physical appearances and/ or architectural features of the Development especially those of or affecting the units they intend to purchase.
2. The Vendor will pay/ has paid all outstanding Government rent in respect of the Lot from the date of the grant of the Lot up to and including the date of the respective Assignments.
3. There are curtain walls and/or non-structural pre-fabricated external walls in the units above G/F. The saleable area of such unit is measured from the exterior of such wall.

Location Plan



Source of information: Survey sheet No.11-NE-A dated 18/08/2016
資料來源：測繪圖編號11-NE-A，修訂於18/08/2016

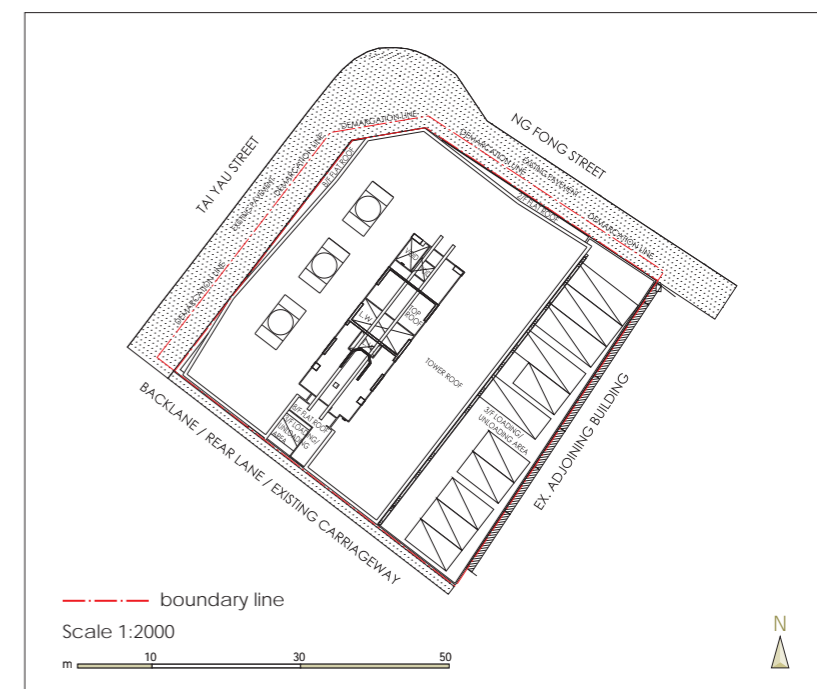
Outline Zoning Plan



Part of the Kowloon Planning Area No.11- Tsz Wan Shan, Diamond Hill & San Po Kong Outline Zoning Plan S/K11/28 dated 24/03/2016

摘錄自2016年03月24日印刷之香港城市規劃委員會依據城市規劃條例擬備的慈雲山、鑽石山及新蒲崗(九龍規劃區第11區)分區計劃大綱圖 - 圖則編號 S/K11/28

Layout Plan Of The Development



Information For Other Enquiries

1. Consumer Council:
Enquiry Hotline: 2929 2222
Fax: 2590 6271
Website: <http://www.consumer.org.hk>
2. Transport and Housing Bureau:
Enquiry Hotline: 2186 8322
Fax: 2509 3770
Website: <http://www.thb.gov.hk>
3. Estate Agents Authority:
Enquiry Hotline: 2111 2777
Fax: 2598 9596
Website: <http://www.eaa.org.hk>
4. The Real Estate Developers Association of Hong Kong
Enquiry Hotline: 2826 0111
Fax: 2845 2521
Website: <http://www.reda.hk>

Salient Points Of The Land Grant

Extracts from Government Lease dated 6th January 1970 as modified by Modification Letter dated 20th December 2012 (the "Modification Letter") deposited and registered in the Land Registry by Memorial No. 12122401590011 (the "Land Grant") in respect of New Kowloon Inland Lot No.4899 (the "Lot").

Expressions used in this "Salient Points of the Land Grant" section shall, unless otherwise specifically defined or re-defined in this section or the context otherwise requires, have the same meanings defined and/ or used in the Land Grant.

1. The Development is constructed on The Remaining Portion of New Kowloon Inland Lot No.4899.
Lease term: 99 years less the last 3 days thereof commencing from 1st July 1898 which said term is extended until 30th June 2047 by virtue of Section 6 of the New Territories Leases (Extension) Ordinance (Cap.150)
2. The annual Government rent of the Lot is 3% of the rateable value from time to time of the Lot.
3. The Lot shall not be used for any purpose other than for Non-Residential purposes excluding:

- i) hotel, petrol filling station and residential care home;
- ii) any trade that is now or may hereafter be declared to be an offensive trade under the Public Health and Municipal Services Ordinance (Cap.132), or any enactment amending the same or substituted therefore; and iii) the use or storage of any dangerous goods as defined in the Dangerous Goods Ordinance (Cap.295), or any enactment amending the same or substituted therefore, 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.

4. Clause No.(7)(a) of the Second Schedule to the Modification Letter (the "said Second Schedule") provides that the owners of the Development and the Lot shall on or before the 31st day of December 2017 (i) lay and form the area shown coloured Pink Hatched Blue on the plan annexed to the Modification Letter (the "Pink Hatched Blue Area") and provide and construct such culverts, sewers, drains, pavements or such other structures as the Director of Lands in his sole discretion may require (the "Structures"), (ii) maintain at their own expenses the Pink Hatched Blue Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed installed and provided thereon or therein to the satisfaction of the Director of Lands until such time as possession of the Pink Hatched Blue Area has been delivered to the Government in accordance with Clause No.(9) of the said Second Schedule.

5. Clause No.(9) of the said Second Schedule provides that :-
 - (a) The owners of the Development and the Lot shall at their own expense at any time or times when called upon to do so by the Director of Lands surrender and deliver up vacant possession of the Pink Hatched Blue Area or any part or parts thereof together with the Structures and all structures, facilities, services and installations as referred to in Clause No.(7)(a)(iii) of the said Second Schedule as the Director of Lands shall at the sole discretion specify to the Government save and except any structure or structures erected or

constructed with the prior written consent of the Director of Lands given under Clause No.(6) of the said Second Schedule but otherwise free from all incumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the owners of the Development and the Lot provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the owners of the Development and the Lot, but may do so and when it sees fit. For this purpose the owners of the Development and the Lot shall at their own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director of Lands shall approve or require.

- (b) The owners of the Development and the Lot shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do prior to the surrender of the Pink Hatched Blue Area to the Government pursuant to sub-clause (a) of Clause No.(9) of the said Second Schedule unless and until the owners of the Development and the Lot have at their own expense carved out the Pink Hatched Blue Area from the Lot to the satisfaction of the Director of Lands Provided that this sub-clause (b) shall not apply to the Mortgage and the Rental Assignment both dated the 30th day of November 2010 and registered in the Land Registry respectively by Memorial Nos.10121602470407 and 10121602470417 (hereinafter collectively referred to as "the Encumbrances"), an assignment of the demised premises as a whole as provided in Clause No.(15)(c) of the said Second Schedule, a tenancy agreement or lease or an agreement for such tenancy or lease under Clause No.(15)(a)(iii) of the said Second Schedule or a building mortgage as provided under Clause No.(15)(a)(iv) of the said Second Schedule. Prior to the said carving out, the owners of the Development and the Lot shall at their own expense submit the carving out document to the Director of Lands for his written approval.

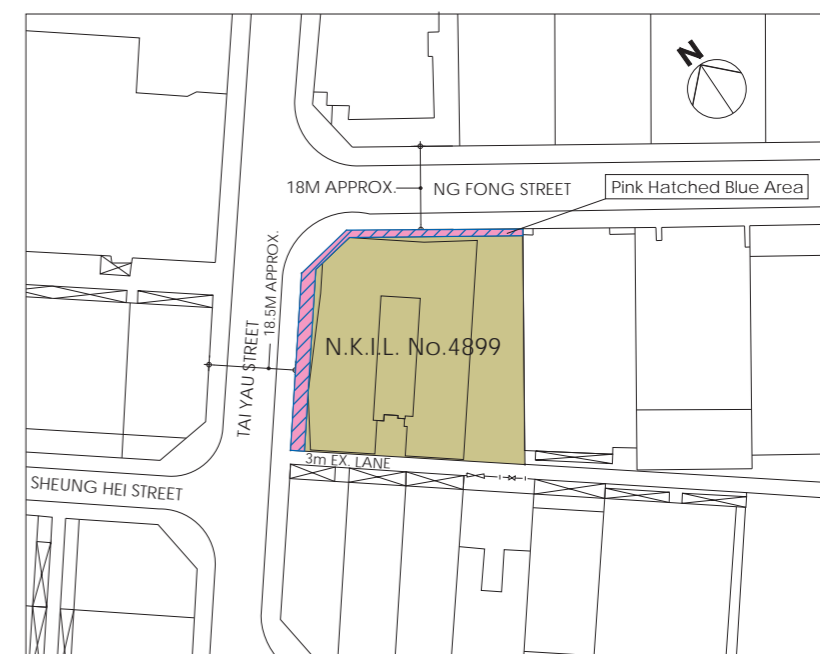
6. Clause No.(10) of the said Second Schedule provides that:-
- (a) The owners of the Development and the Lot shall not use the Pink Hatched Blue Area or any part or parts thereof for any purpose other than vehicular traffic and public pedestrian passage on foot or by wheelchair or such other purposes as the Director of Lands in his sole discretion may approve. No goods or vehicles shall be stored or packed within the Pink Hatched Blue Area or any part or parts thereof.
- (b) The owners of the Development and the Lot shall, after the works referred to in Clause No.(7)(a)(i) and (7)(a)(ii) of the said Second Schedule have been completed to the satisfaction of the Director of Lands and prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with Clause No.(9)(a) of the said Second Schedule, permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through, over the Pink Hatched Blue Area.
- (c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the owners of the Development and the Lot or any other person whether arising out of or incidental to the fulfilment of the obligations of the owners of the Development and the Lot under sub-clause (b) of Clause No.(10) of the said Second Schedule, and no claim for compensation or otherwise shall be made against the Government or the Director of Lands or his authorised officers by the owners of the Development and the Lot in respect of any such loss, damage, nuisance or disturbance.
7. Clause No.(20) of the said Second Schedule stipulates that the owner of the Development and the Lot shall assign any parking space of the Development except (i) together with an undivided share in the Lot together with the right to the exclusive use and occupation of a part of the Development, or (ii) to any person who is already the owner of an undivided share in the Lot with the right of exclusive use and occupation of some other part of the Development.

8. Clause No.(19)(h) of the said Second Schedule stipulates that the Parking Spaces shall not be used for any purposes other than for the parking, loading and unloading of motor vehicles licensed under the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation and belonging to the owners or occupiers of the Development and their bona fide, visitors or invitees. The Parking Spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
9. Clause No.(29)(a) of the said Second Schedule stipulates that the owners of the Development and the Lot shall take such action as shall be necessary to avoid soil and groundwater contamination to the Lot and any adjacent or adjoining Government land or building thereon arising out of the use of the Land and shall at his own expense carry out all necessary works ("Preventive Works") to prevent such soil and groundwater contamination occurring.
10. Clause No.(29)(b) of the said Second Schedule provides that the owners of the Development and the Lot shall within 18 months, or such shorter period as specified by the Director of Lands, before the expiration of the term granted by the Land Grant carry out at his own expense a soil and groundwater contamination assessment ("Contamination Assessment") to the satisfaction of the Director of Environmental Protection in respect of the Lot and any adjacent or adjoining Government land or building thereon and thereafter submit a report on the Contamination Assessment to the Director of Lands not later than 12 calendar months before the expiration or such other date as may be specified by the Director of Lands. Upon demand in writing by the Director of Lands the owners shall at their own expenses carry out such decontamination or other works as may be required by the Director of Lands ("Decontamination Works") to the satisfaction of the Director of Environmental Protection.
11. Clause No.(29)(c) of the said Second Schedule provides that if the owners of the Development and the Lot shall in any respect neglect or fail to carry out the Preventive Works, Contamination Assessment or Decontamination Works (collectively "Required Works") :-

- i) the Director of Lands may at his sole discretion execute and carry out the Required Works and the owners shall on demand pay the cost thereof as certified by the Director of Lands on a full indemnity basis; or
- ii) the owners shall on demand pay to the Director of Lands in one lump sum the estimated cost of carrying out the Required Works as may be determined by the Director of Environmental Protection at his sole discretion. In the event that the lump sum payment being insufficient to cover the cost of carrying out the Required Works, the owners shall on demand pay the shortfall on a full recovery basis.

The above information is for reference only. For full details, please refer to the Government Lease as modified by the Modification Letter and any other document affecting the Lot.

Lot Plan of The Remaining Portion of New Kowloon Inland Lot No.4899



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

 Pink Hatched Blue Area

Salient Points Of The Deed Of Mutual Covenant and Management Agreement ("DMC")

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

1. Each Owner has to contribute towards the Management Expenses of the Development in proportion to the undivided shares allocated to his Unit.
2. Management fees are payable in advance on the first day of each month.
3. The first manager for the Development will be appointed for an initial term of 2 years from the date of the DMC.
4. The Manager's annual remuneration for managing the Development will not exceed 15% of the total annual Management Expenses.
5. The following covenants and restrictions are to be included:
 - (a) No Owner shall make any structural alteration to his Unit which will damage or interfere with the use and enjoyment of other parts of the Development.
 - (b) No Owner shall use or permit or suffer his Unit to be used for any illegal or immoral purposes.
 - (c) No Owner shall use or permit or suffer his Unit to be used except in accordance with the Land Grant, the DMC or other Ordinances and Regulations applicable thereto.
 - (d) No Owner (other than Owners of the Signage Units) shall do anything that may change or alter the external appearance or facade of the Development.
 - (e) No air-conditioning unit or other fixtures shall without the prior written consent of the Manager be installed through any window or external wall of the Development.
 - (f) No Owner shall keep any live poultry, birds or other animals which cause a nuisance in any part of the Development.

6. Common Areas and Facilities

Common Areas and Facilities will comprise the Building Common Areas and Facilities, the Carpark Common Areas and Facilities, the Commercial Common Areas and Facilities, the 1/F Shopping Arcade Common Areas and Facilities, the Carpark/ Commercial/ Office Common Areas and Facilities and the Office Common Areas and Facilities. Building Common Areas and Facilities shall include, among other things, corridors, lobbies, passages, foundations and structures, external walls, the entrances, lifts and lift lobbies and other common areas and facilities in the Development designated from time to time for common use and benefit of Building as a whole and not just any particular Unit. Commercial Common Areas and Facilities shall include, among other things, the arcade, passages, corridors, lobbies, escalators, staircases, lavatories, PAU room, plant rooms and other facilities installed for the use and benefit of the Commercial Accommodation. Office Common Areas and Facilities shall include, among other things, passages, corridors, lift lobbies, lavatories and other ancillary areas and other facilities installed for the use and benefit of the Office Accommodation. Carpark Common Areas and Facilities shall include, among other things, car ramps, driveways, circulation areas, passages, car park guard room (if any) serving the Parking Space and other facilities installed for the use and benefit of the Carpark. Carpark/ Commercial/ Office Common Areas and Facilities shall include, among other things, the common areas, services, facilities and systems serving the Parking Spaces, the Commercial Units and the Office Units as a whole including but not limited to lifts, lift shafts, lift pits, lift machine room, lift lobbies, passages, corridors and other ancillary areas and facilities installed for the use and benefit of the Carpark, the Commercial Accommodation and the Office Accommodation. 1/F Shopping Common Areas and Facilities shall include, among other things, the common areas, facilities, services, facilities and systems serving the 1/F Shopping Arcade Units as a whole including but not limited to the passages, corridors, staircases, lavatories, toilet, other ancillary areas and other facilities installed for the use and benefit of the 1/F Shopping Arcade Accommodation.

7. Manager's Power

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

8. Manager's Duty

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

9. Change of Ownership

Each Owner shall notify the Manager in writing of any change of ownership within one month from the date of the assignment.

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

Please refer to the latest draft of the DMC for details. A full script of the latest draft of the DMC is available for inspection in the sales office upon request and copies will be provided on payment of photocopying charges.

