Sales Brochure

83 TAI LIN PAI ROAD

BASIC INFORMATION OF THE DEVELOPMENT

Name of Development	83 TAI LIN PAI ROAD
Address	No. 83 Tai Lin Pai Road, Kwai Chung (Subject to confirmation by the Commissioner of R&V upon completion of the Development)
Lot No.	Kwai Chung Town Lot No.517
Site Area	Approx. 1,207.8 sq. m.
User Restriction	Non-Industrial Purposes (see Salient Points of Government Land Grant for details)
Lease Term	50 years from 4 August 2016
Vendor	First Lands Development Company Limited
Vendor's Parent Company (Holding Company)	First Group Holdings Limited
Solicitor for the Vendor	Deacons
The Firm to which the Authorized Person belongs	Keystone Design Consultants Limited
Authorized Person	Fan Siu Kay
Building Contractor	Yeung Bor Kee Works Company Limited
Property Manager	Jones Lang LaSalle Management Services Limited
Licensed Bank / Registered Deposit-taking company	Hang Seng Bank Limited
Any Other Person Who Has Made a Loan for the Construction of the Development	Nil
Anticipated Date of Completion of the Development	31 December 2019

Notes:

Relationship between Parties involved in the Development : Not Applicable.

BASIC INFORMATION OF THE DEVELOPMENT

Number of Block	1 Block
Number of Storey	21 Storeys including G/F
Number of Carpark Storey	2 Storeys (B1/F, B2/F)
Number of Office Unit Storey	19 Storeys (1/F-3/F, 5/F-12/F, 15/F-22/F)
Number of Mechanical Storey	1 Storey
Omitted Floor Numbers	4/F, 13/F & 14/F

Carpark

Category of Carpark Units	G/F	B1/F	B2/F	Total	Dimensions (L x W)
		Nos.			m
Private Car Parking Spaces	-	32	40	72	5.0 x 2.5
The Parking Spaces For The Disable Person / Accessible Carpark Space	-	2	-	2	5.0 x 3.5
Motor Cycle Parking Spaces	-	6	2	8	2.4 x 1
Loading / Unloading Spaces	6	-	-	6	11 x 3.5

Notes:

The Vendor reserves the right to change the layout and use of all common facilities within the Development and the right to make modifications and changes to the building designs, specifications, features and floor plans without prior notice. Any changes to the plans shall be subject to the final approval and amendment(s) by the relevant Government Authorities.

DESIGN OF THE DEVELOPMENT

Fittings & Finishes and Building Provision

COMMON AREA

Lobby								
		Lift Lobby		Fir	reman's Lift Lob	by		
	Ceiling	Floor	Wall	Ceiling	Floor	Wall		
1/F to 22/F		Reconstituted	Reconstituted Stone /					
G/F	Metal Ceiling	ral Ceiling Reconstituted Stone		False Ceiling	Reconstituted	Painting		
B1/F	-	-	-		Stone			
B2/F	-							
		Corridor		Lavatory				
	Ceiling	Floor	Wall	Ceiling	Floor	Wall		
1/F to 22/F	Metal Ceiling	Reconstituted Stone / Carpet	Reconstituted Stone / Painting / Wallpaper	Metal Ceiling	Reconstituted Stone	Reconstituted Stone / Ceramic Tile		

UNIT AREA

Unit Area							
	Ceiling	Floor	Wall	Door			
1/F to 22/F	Metal Ceiling	Raised Floor	Painting	Glass Door with Stainless Steel Frame			

Lift						
	Passenger Lift Firemen's		Car Lift			
Ceiling	Stainless Steel Panel	Stainless Steel Panel	Stainless steel panel			
Floor	Stone	Checker Plate	Checker plate			
Wall	Stainless Steel Panel	Stainless Steel Panel	Stainless steel panel			
Brand	Schindler	Schindler	Anlev			
Quantity	2 nos.	1 no.	2 nos.			
Floors to be Served	G/F, 1/F to 22/F	B2/F to 22/F	B2/F to G/F			

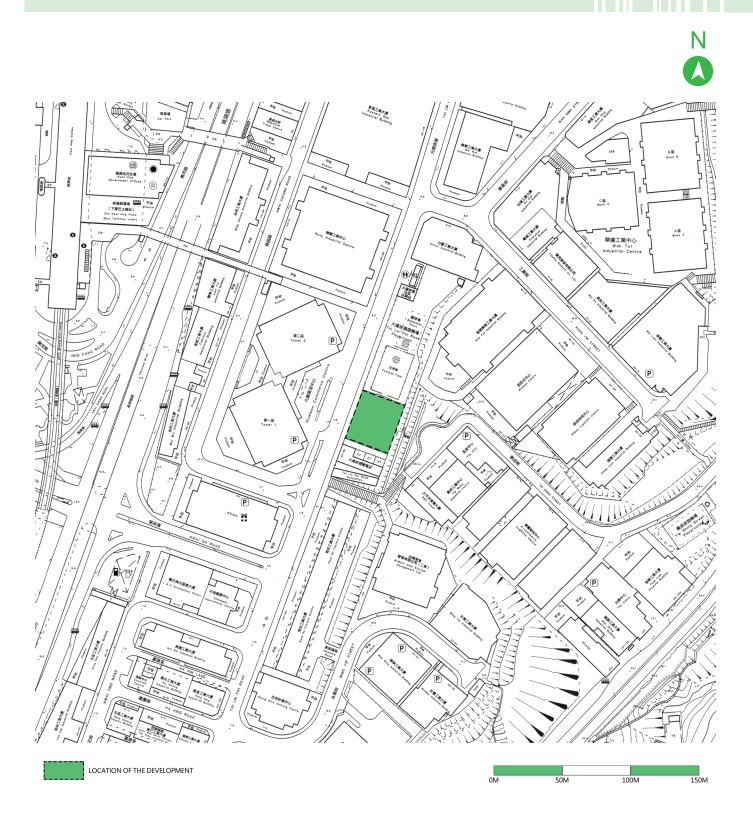
DESIGN OF THE DEVELOPMENT

Fittings & Finishes and Building Provision

	Building Provisions					
1	Air-Conditioning	Central condensing water system				
2	Fire Services	Sprinkler system covering Unit Area				
3	Water Supply	Public water meter at water meter room				
4	Power Supply	Individual power distribution board in Unit to be applied and located at electrical meter room				
5	Tele-communications	Backbone facilities for telephone service and broadband internet				
6	Refuse Disposal	Refuse storage & material recovery chamber at G/F				
7	Security	CCTV surveillance system				

- 1. Unit floors are from G/F to 22/F with omission of 4/F, 13/F & 14/F.
- 2. The Vendor reserves the right to substitute the intended materials as listed above with other materials of comparable quality and standard without prior notice to the Purchasers.
- 3. All of the above items and the others which are not listed above are subject to the final approval by relevant Government Authorities.
- 4. The fittings and finishes as listed above shall be in accordance with the terms of the Formal Agreement for Sale and Purchase. Those provisions may have slight variation in the colour, measurement, grain, texture and/or workmanship.

LOCATION PLAN OF THE DEVELOPMENT



LOCATION PLAN OF THE DEVELOPMENT

This Location Plan is prepared by the Vendor with reference to the Survey Sheet No. T7-SW-22A and T7-SW-22C dated 24 Sep 2017 and 5 Sep 2017 respectively published by Survey and Mapping Office of the Lands Department.

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Notation

$lackbox{H}$	992	酒店 / 綜合商業中心或商場 Hotel / Commercial Centre or Complex	祠		祠堂 / 廟宇 Tsz Tong/ Temple
<u></u>	20	博物館 / 劇院或戲院 Museum / Theatre or Cinema	À	#	教堂 / 清真寺 Church / Mosque
		社區中心 / 圖書館 Community Centre / Library	(1)	(‡)	小學 / 中學 Primary / Secondary School
"1		熟食檔/市場或市集 Cooked Food Stall / Market or Bazaar	幼	文	幼稚園 / 特殊學校 Kindergarten / Special School
市	\bowtie	市政大樓 / 郵政局 Municipal Services Building / Post Office	- .	<u>-Ò-</u>	航標或燈標 (航空 / 航海) Beacon or Light (Nautical / Aeronautical)
ñ	1	法定古蹟 / 亭 Declared Monument / Pavilion			巴士總站 / 專線小巴總站 Bus / Minibus Terminus
0		醫院/診療所 Hospital/Clinic	*	*	輕鐵站 / 港鐵進出口 Light Rail Stop / MTR Access
	政	民政事務處 / 政府合署 District Office / Government Offices			油站/ 石油氣加氣站 Petrol / LPG Filling Station
\bigcirc	Ð	消防局 / 警署或警崗 Fire Station/ Police Station or Police Post	6	⊕	單車徑 / 直昇機坪 Cycling Track / Helicopter Landing Pad
(S)		運動場 / 室內運動場 Sports Ground / Indoor Games Hall	P	≋	停車場 / 配水庫 Car Park / Service Reservoir
訓書	æ	遊樂場 / 泳池 Playground / Swimming Pool	((T ₃₎		訊號站 / 地面衛星通訊站 Signal Station / Earth Satellite Station
\$	Ø	公園 / 郊遊公園管理站 Park / Country Park Management Centre	•		電力變壓站 / 廁所 Electricity Substation / Toilet
		香港旅遊發展局旅客諮詢及服務站 HKTB Visitor Information and Service Centre			

- 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 site, its surrounding environment and the public facilities nearby.

LAYOUT PLAN OF THE DEVELOPMENT

The estimated date of completion of the Development, as provided by the Authorized Person for the Development, is 31 December, 2019.



- 1. The Layout Plan is simplified for reference only. The plan is subject to final approval by relevant Government authorities.
- 2. The overall development scheme of the Development and the surrounding environment and areas of the Development may be subject to change or modification.
- 3. The Vendor also advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.

GROUND FLOOR





G/F Floor Plan

- 1. Unit floors are from G/F to 22/F with omission of 4/F, 13/F & 14/F.
- 2. There may be architectural and/or lighting features on the external walls of some of the floors and the roofs and/or flat roofs of the building.
- 3. The floor-to-floor height of G/F is approximately 6.1m(based on the approved building plans). Floor-to-floor height refer to the height between the top surface of the structural slab of a floor and the top surface of its immediate upper floor.
- 4. The dimensions of the plans are all structural dimensions which are for reference only.
- 5. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 6. All layouts, interior and exterior designs, fittings and finishes, and all provision of the above plan are subject to the final adjustment upon completion.
- 7. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.

1ST FLOOR



AREA SCHEDULE (Area: sq.ft.)						
Unit	01	02	03	04	05	06
Saleable Area (Excluding Flat Roof)	798	935	1,127	633	936	1,103
Flat Roof	72	130	223	48	90	101
Gross Floor Area	1,228	1,438	1,733	973	1,439	1,697

- 1. Unit floors are from G/F to 22/F with omission of 4/F, 13/F & 14/F.
- 2. There may be architectural and/or lighting features on the external walls of some of the floors and the roofs and/or flat roofs of the building.
- 3. The floor-to-floor height of 1/F is approximately 4.55m(based on the approved building plans). Floor-to-floor height refer to the height between the top surface of the structural slab of a floor and the top surface of its immediate upper floor.
- 4. The dimensions of the plans are all structural dimensions which are for reference only.
- 5. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 6. All layouts, interior and exterior designs, fittings and finishes, and all provision of the above plan are subject to the final adjustment upon completion.
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2nd Floor



AREA SCHEDULE (Area: sq.ft.)						
Unit	01	02	03	04	05	06
Saleable Area	798	935	1,127	633	936	1,103
Gross Floor Area	1,228	1,438	1,733	973	1,439	1,697

- 1. Unit floors are from G/F to 22/F with omission of 4/F, 13/F & 14/F.
- 2. There may be architectural and/or lighting features on the external walls of some of the floors and the roofs and/or flat roofs of the building.
- 3. The floor-to-floor height of 2/F is approximately 4.55m(based on the approved building plans). Floor-to-floor height refer to the height between the top surface of the structural slab of a floor and the top surface of its immediate upper floor.
- 4. The dimensions of the plans are all structural dimensions which are for reference only.
- 5. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 6. All layouts, interior and exterior designs, fittings and finishes, and all provision of the above plan are subject to the final adjustment upon completion.
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3rd Floor



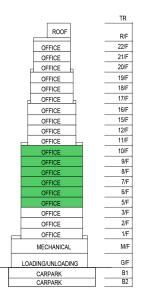
AREA SCHEDULE (Area: sq.ft.)						
Unit	01	02	03	04	05	06
Saleable Area (Excluding Flat Roof)	798	935	1,127	719	936	1,103
Flat Roof	-	-	-	492	-	-
Gross Floor Area	1,228	1,438	1,733	1,106	1,439	1,697

- 1. Unit floors are from G/F to 22/F with omission of 4/F, 13/F & 14/F.
- 2. There may be architectural and/or lighting features on the external walls of some of the floors and the roofs and/or flat roofs of the building.
- 3. The floor-to-floor height of 3/F is approximately 4.375m(based on the approved building plans). Floor-to-floor height refer to the height between the top surface of the structural slab of a floor and the top surface of its immediate upper floor.
- 4. The dimensions of the plans are all structural dimensions which are for reference only.
- 5. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 6. All layouts, interior and exterior designs, fittings and finishes, and all provision of the above plan are subject to the final adjustment upon completion.
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TYPICAL FLOOR (5th Floor - 10th floor)







5/F -	10/F	Floor	Plan
J/I -	10/1	1 1001	1 Ian

0	5M	10M

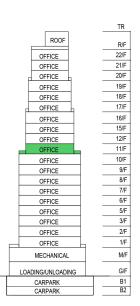
AREA SCHEDULE (Area: sq.ft.)						
Unit	01	02	03	04	05	06
Saleable Area	798	935	1,127	799	936	1,103
Gross Floor Area	1,228	1,438	1,733	1,229	1,439	1,697

- 1. Unit floors are from G/F to 22/F with omission of 4/F, 13/F & 14/F.
- 2. There may be architectural and/or lighting features on the external walls of some of the floors and the roofs and/or flat roofs of the building.
- 3. The floor-to-floor height of 5/F 9/F are approximately 4.375m and 10/F is approximately 4.625m(based on the approved building plans). Floor-to-floor height refer to the height between the top surface of the structural slab of a floor and the top surface of its immediate upper floor.
- 4. The dimensions of the plans are all structural dimensions which are for reference only.
- 5. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 6. All layouts, interior and exterior designs, fittings and finishes, and all provision of the above plan are subject to the final adjustment upon completion.
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11th Floor







0	5M	10M

AREA SCHEI						
Unit	01	02	03	04	05	06
Saleable Area (Excluding Flat Roof)	605	718	857	606	719	832
Flat Roof	147	184	210	147	184	210
Gross Floor Area	931	1,104	1,319	932	1,106	1,282

- 1. Unit floors are from G/F to 22/F with omission of 4/F, 13/F & 14/F.
- 2. There may be architectural and/or lighting features on the external walls of some of the floors and the roofs and/or flat roofs of the building.
- 3. The floor-to-floor height of 11/F is approximately 4.375m(based on the approved building plans). Floor-to-floor height refer to the height between the top surface of the structural slab of a floor and the top surface of its immediate upper floor.
- 4. The dimensions of the plans are all structural dimensions which are for reference only.
- 5. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 6. All layouts, interior and exterior designs, fittings and finishes, and all provision of the above plan are subject to the final adjustment upon completion.
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12^{TH} Floor - 16^{TH} Floor





ROOF OFFICE OFFICE OFFICE OFFICE 17/F 16/F OFFIC 11/F OFFICE OFFICE 10/F 9/F 8/F OFFICE 7/F OFFICE 6/F 5/F OFFICE 3/F OFFICE 2/F OFFICE 1/F OFFICE M/F MECHANICAL G/F

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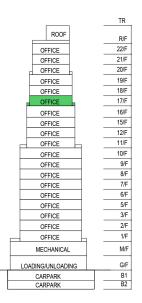
AREA SCHEI						
Unit	01	02	03	04	05	06
Saleable Area	605	718	858	606	718	833
Gross Floor Area	931	1,104	1,319	932	1,106	1,282

- 1. Unit floors are from G/F to 22/F with omission of 4/F, 13/F & 14/F.
- 2. There may be architectural and/or lighting features on the external walls of some of the floors and the roofs and/or flat roofs of the building.
- 3. The floor-to-floor height of 12/F 15/F are approximately 4.375m and 16/F is approximately 4.875m(based on the approved building plans). Floor-to-floor height refer to the height between the top surface of the structural slab of a floor and the top surface of its immediate upper floor.
- 4. The dimensions of the plans are all structural dimensions which are for reference only.
- 5. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 6. All layouts, interior and exterior designs, fittings and finishes, and all provision of the above plan are subject to the final adjustment upon completion.
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17th Floor







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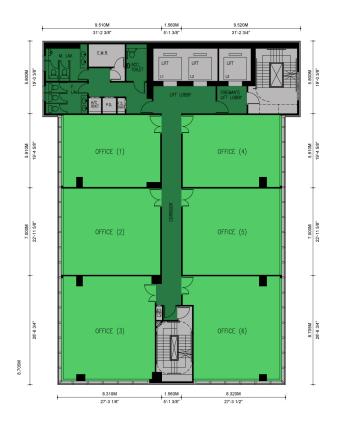
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AREA SCHEDULE (Area: sq.ft.)						
Unit	01	02	03	04	05	06
Saleable Area	529	627	744	530	628	720
Gross Floor Area	814	965	1,145	815	966	1,109

- 1. Unit floors are from G/F to 22/F with omission of 4/F, 13/F & 14/F.
- 2. There may be architectural and/or lighting features on the external walls of some of the floors and the roofs and/or flat roofs of the building.
- 3. The floor-to-floor height of 17/F is approximately 4.375m(based on the approved building plans). Floor-to-floor height refer to the height between the top surface of the structural slab of a floor and the top surface of its immediate upper floor.
- 4. The dimensions of the plans are all structural dimensions which are for reference only.
- 5. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 6. All layouts, interior and exterior designs, fittings and finishes, and all provision of the above plan are subject to the final adjustment upon completion.
- 7. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.

18TH FLOOR - 19TH FLOOR





ROOF OFFICE OFFICE OFFICE 17/F 16/F OFFICE OFFICE 11/F OFFICE OFFICE 10/F 9/F OFFICE 7/F OFFICE 6/F 5/F OFFICE 3/F OFFICE 2/F OFFICE 1/F OFFICE M/F MECHANICAL

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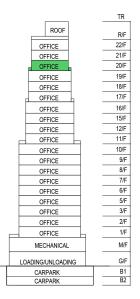
AREA SCHEI	DULE (Area	ล: sq.ft.)				
Unit	01	02	03	04	05	06
Saleable Area	529	627	744	530	627	721
Gross Floor Area	814	965	1,145	815	966	1,109

- 1. Unit floors are from G/F to 22/F with omission of 4/F, 13/F & 14/F.
- 2. There may be architectural and/or lighting features on the external walls of some of the floors and the roofs and/or flat roofs of the building.
- 3. The floor-to-floor height of 18/F and 19/F are approximately 4.375m and 4.625m respectively(based on the approved building plans). Floor-to-floor height refer to the height between the top surface of the structural slab of a floor and the top surface of its immediate upper floor.
- 4. The dimensions of the plans are all structural dimensions which are for reference only.
- 5. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 6. All layouts, interior and exterior designs, fittings and finishes, and all provision of the above plan are subject to the final adjustment upon completion.
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$20^{TH} \overline{FLOOR}$







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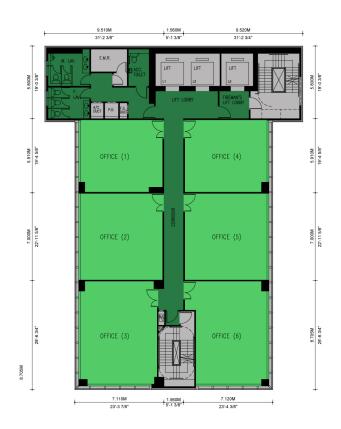
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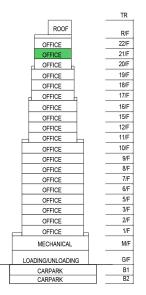
AREA SCHEI	DULE (Area	ı: sq.ft.)				
Unit	01	02	03	04	05	06
Saleable Area	453	537	631	453	538	607
Gross Floor Area	696	825	972	697	826	936

- 1. Unit floors are from G/F to 22/F with omission of 4/F, 13/F & 14/F.
- 2. There may be architectural and/or lighting features on the external walls of some of the floors and the roofs and/or flat roofs of the building.
- 3. The floor-to-floor height of 20/F is approximately 4.375m(based on the approved building plans). Floor-to-floor height refer to the height between the top surface of the structural slab of a floor and the top surface of its immediate upper floor.
- 4. The dimensions of the plans are all structural dimensions which are for reference only.
- 5. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 6. All layouts, interior and exterior designs, fittings and finishes, and all provision of the above plan are subject to the final adjustment upon completion.
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21st Floor







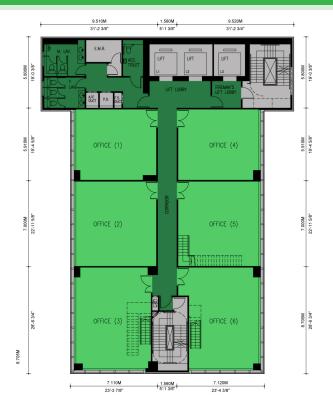
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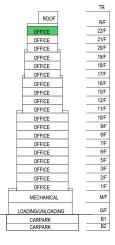
AREA SCHEI	DULE (Area	a: sq.ft.)				
Unit	01	02	03	04	05	06
Saleable Area	453	536	632	453	537	608
Gross Floor Area	696	825	972	697	826	936

- 1. Unit floors are from G/F to 22/F with omission of 4/F, 13/F & 14/F.
- 2. There may be architectural and/or lighting features on the external walls of some of the floors and the roofs and/or flat roofs of the building.
- 3. The floor-to-floor height of 21/F is approximately 4.375m(based on the approved building plans). Floor-to-floor height refer to the height between the top surface of the structural slab of a floor and the top surface of its immediate upper floor.
- 4. The dimensions of the plans are all structural dimensions which are for reference only.
- 5. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 6. All layouts, interior and exterior designs, fittings and finishes, and all provision of the above plan are subject to the final adjustment upon completion.
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22ND FLOOR & ROOF FLOOR



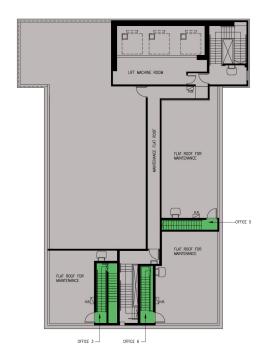
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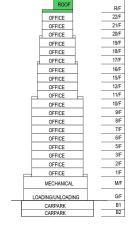
22/F Floor Plan







R/F Floor Plan





22ND FLOOR & ROOF FLOOR

AREA SCHEDULE (Area: sq.ft.)



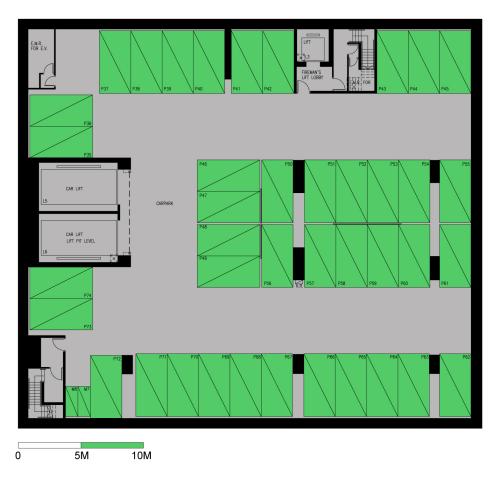
Floor	Unit	Saleable Area	Gross Floor Area
	01	453	696
22/F	02	536	825
	04	453	697

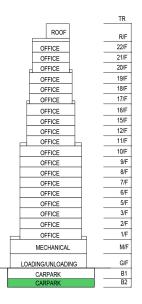
Floor	Unit (Including stairhood at Roof Floor)	Saleable Area	Gross Floor Area
	03	684	1,163
22/F	05	585	930
	06	672	1,075

- 1. Unit floors are from G/F to 22/F with omission of 4/F, 13/F & 14/F.
- 2. There may be architectural and/or lighting features on the external walls of some of the floors and the roofs and/or flat roofs of the building.
- 3. The floor-to-floor height of 22/F is approximately 4.375 respectively(based on the approved building plans). Floor-to-floor height refer to the height between the top surface of the structural slab of a floor and the top surface of its immediate upper floor.
- 4. The dimensions of the plans are all structural dimensions which are for reference only.
- 5. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 6. All layouts, interior and exterior designs, fittings and finishes, and all provision of the above plan are subject to the final adjustment upon completion.
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BASEMENT 2 FLOOR







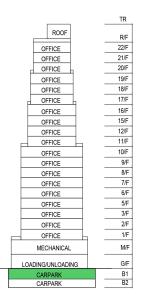
Basement 2 Floor Plan

- 1. Unit floors are from G/F to 22/F with omission of 4/F, 13/F & 14/F.
- 2. There may be architectural and/or lighting features on the external walls of some of the floors and the roofs and/or flat roofs of the building.
- 3. The floor-to-floor height of B2/F is approximately 3.7m(based on the approved building plans). Floor-to-floor height refer to the height between the top surface of the structural slab of a floor and the top surface of its immediate upper floor.
- 4. The dimensions of the plans are all structural dimensions which are for reference only.
- 5. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 6. All layouts, interior and exterior designs, fittings and finishes, and all provision of the above plan are subject to the final adjustment upon completion.
- 7. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.

BASEMENT 1 FLOOR







Basement 1 Floor Plan

- 1. Unit floors are from G/F to 22/F with omission of 4/F, 13/F & 14/F.
- 2. There may be architectural and/or lighting features on the external walls of some of the floors and the roofs and/or flat roofs of the building.
- 3. The floor-to-floor height of B1/F is approximately 4.5m(based on the approved building plans). Floor-to-floor height refer to the height between the top surface of the structural slab of a floor and the top surface of its immediate upper floor.
- 4. The dimensions of the plans are all structural dimensions which are for reference only.
- 5. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 6. All layouts, interior and exterior designs, fittings and finishes, and all provision of the above plan are subject to the final adjustment upon completion.
- 7. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.

MECHANICAL FLOOR



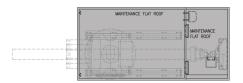


M/F Floor Plan

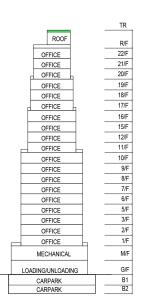
- 1. Unit floors are from G/F to 22/F with omission of 4/F, 13/F & 14/F.
- 2. There may be architectural and/or lighting features on the external walls of some of the floors and the roofs and/or flat roofs of the building.
- 3. The floor-to-floor height of M/F is approximately 6.2m(based on the approved building plans). Floor-to-floor height refer to the height between the top surface of the structural slab of a floor and the top surface of its immediate upper floor.
- 4. The dimensions of the plans are all structural dimensions which are for reference only.
- 5. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 6. All layouts, interior and exterior designs, fittings and finishes, and all provision of the above plan are subject to the final adjustment upon completion.
- 7. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.

TOP ROOF FLOOR









TR/F Floor Plan

- 1. Unit floors are from G/F to 22/F with omission of 4/F, 13/F & 14/F.
- 2. There may be architectural and/or lighting features on the external walls of some of the floors and the roofs and/or flat roofs of the building.
- 3. The dimensions of the plans are all structural dimensions which are for reference only.
- 4. All plans are subject to the final approval by the Buildings Department and the Lands Department.
- 5. All layouts, interior and exterior designs, fittings and finishes, and all provision of the above plan are subject to the final adjustment upon completion.
- 6. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.

Salient Points of Deed of Mutual Covenant and Management Agreement

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

A. Common parts of the Building

- 1. "Common Areas" means "the Building Common Areas, the Office Common Areas and the Car Park Common Areas but for the avoidance of doubt, excluding those parts of the Office Accommodation or the Car Park Accommodation which belong to the Owner of any particular Unit or which serve only one particular Unit."
- 2. "Common Facilities" means "the Building Common Facilities, the Office Common Facilities and the Car Park Common Facilities but for the avoidance of doubt, excluding those services and facilities which belong to the Owner of any particular Unit or which serve only one particular Unit."

3. "Building Common Areas" means

"The whole of the Lot and the Building not otherwise specifically assigned to or for the exclusive use of an Owner and means those parts designed or intended for common use and benefit of the Owners, occupiers, licensees, guests, visitors and invitees of the Lot and Building or any part thereof (which do not form part of the Units, the Office Common Areas or the Car Park Common Areas) and shall include but not be limited to the Slope and Retaining Structures within the Lot, the External Walls, the Internal Pedestrian Walkway, the Pink Hatched Black Area, the Greenery Area, the lift pits and lift shafts, water meter room, transformer room, the service lane connecting the transformer room and Tai Lin Pai Road, entrance lobby and fireman's lift lobby on Ground Floor, guard room, electric cable riser room, sprinkler valve group, fire control centre, fire service duct, electrical duct, pipe duct, turn table and driveway on Ground Floor, waiting space, refuse storage and material recovery chamber, fire service inlets, sprinkler inlets, planters, main switch room, emergency genset room, extra low voltage room, fire services water tank and pump room, telecommunications and broadcasting equipment room, air-conditioning makeup water tank and pump room, potable and flushing water pump and tank room, sprinkler water tank and pump room, lift machine room, maintenance flat roofs on Top Roof Floor, the foundation and structural or load bearing elements of the Building, open spaces within the Lot and such rooms areas and spaces for storing, housing or providing the Building Common Facilities."

4. "Building Common Facilities" means

- "(a) Such of lifts, water tanks and pumps for various building services, fire hydrant, hose reels, fire shutters, drains, watercourses, transfer structure and transfer pipes, pipes, gutters, sewers, ducts, risers, flues, wires and cables, cat ladder and metal rest platform for such cat ladder, manhole cover, wind guard, aerial broadcast distribution or telecommunication network facilities and other transmission devices and equipment, gondola system electrical equipment, mechanical installation and any medium servicing the Building Common Areas and other services facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Lot and the Building through which water, sewage, electricity, soil, air, smoke, light, information or other matters and any other services are supplied to the Lot and the Building or any part or parts thereof and associated equipment and structures;
- (b) The Structural Support and Connection;
- (c) Those part of the Existing Drain within the Lot;
- (d) Lighting within the Building which are for the use and benefit of the Lot and the Building and not for the use or benefit of a particular Unit;
- (e) Burglar alarm, metal gate, manned gate and security system(s) for the use and benefit of the Lot and the Building (if any) and not for the use or benefit of a particular Unit;
- (f) Automatic sprinkler system and fire detection and alarm system within the Building which are for the use and benefit of the Lot and the Building and not for the use or benefit of a particular Unit;

and other facilities and systems for the common use and benefit of the Lot and the Building and not for the use and benefit of a particular Unit exclusively. For avoidance of doubt, the term "Building Common Facilities" shall not include anything forming part of the Office Common Facilities or the Car Park Common Facilities."

Salient Points of Deed of Mutual Covenant and Management Agreement

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

5. "Car Park Common Areas" means

"Any areas of the Car Park Accommodation and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Car Park Accommodation designed or intended for the common use and benefit of (i) the Owners, occupiers, licensees and invitees of the Car Parking Spaces; (ii) the Owners and occupiers of the Office Units and their bona fide guests, visitors or invitees for access to and from the Disabled Persons Parking Spaces and such areas not otherwise specifically assigned to or for the exclusive use and benefit of the Owner of a particular Car Parking Space and shall include but not be limited to car lift shaft, car lift pit and car lift machine room, driveways, staircases and landings, electrical meter rooms for electric vehicle chargers, lift lobbies, temporary refuge spaces, air-conditioning duct, duct shafts and smoke vent ducts but excluding anything contained in the Building Common Areas or the Office Common Areas."

6. "Car Park Common Facilities" means

"Those facilities and equipment for the use and benefit of the Car Parking Spaces and the Disabled Persons Parking Spaces but not other parts of the Building and not for the use and benefit of a particular Car Parking Space exclusively and shall include but not be limited to the Common EV Facilities, car lifts, sump tank, plant and machinery, lighting, electrical installation, wires and cables, fire services installation and equipment, pipes, ducts, drains and sewers for the use and benefit of the Owners, occupiers and licensees of the Car Parking Spaces and the occupiers and licensees of the Disabled Persons Parking Spaces."

7. "Office Common Areas" means

"Those parts of the Lot and the Building designed or intended for the common use and benefit of the Owners, occupiers, licensees, bona fide guests and invitees of the Office Units and not otherwise specifically assigned to or for the exclusive use and benefit of the Owner of a particular Office Unit or the Owner(s) of Office Units on a particular floor and shall include but not be limited to the Disabled Persons Parking Spaces, loading and unloading spaces numbered HGV1 to HGV6 on the Ground Floor Plan of the plans hereto annexed, lift pit, lift shafts, staircases and landings, lift lobbies, corridors, lavatories, accessible toilets, electrical meter rooms, temporary refuge spaces, air-conditioning ducts, pipe ducts, fire service ducts, and maintenance flat roofs on 17th, 20th and Roof Floors."

8. "Office Common Facilities" means

"Those facilities and equipment for the common use and benefit of the Owners, occupiers, licensees and invitees of the Office Units of the Building and not for the use and benefit of a particular Office Unit or Office Units on a particular floor exclusively and shall include but not limited to the lifts, hose reels, automatic sprinkler system, plant and machinery, lighting, electrical installation, wires and cables, fire services installation and equipment, pipes, ducts, drains and sewers for the use and benefit of the Owners, occupiers, licensees and invitees of the Office Units."

Salient Points of Deed of Mutual Covenant and Management Agreement

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

B. Allocation of Undivided Shares to Units in the Building

1. Office Units

Elean		No. of Undivided Shares				
Floor	Office 1	Office 2	Office 3	Office 4	Office 5	Office 6
22/F	42	50	64	42	54	62
21/F	42	50	59	42	50	56
20/F	42	50	59	42	50	56
19/F	49	58	69	49	58	67
18/F	49	58	69	49	58	67
17/F	49	58	69	49	58	67
16/F	56	67	80	56	67	77
15/F	56	67	80	56	67	77
12/F	56	67	80	56	67	77
11/F	70*	84*	99*	70*	84*	97*
10/F	74	87	105	74	87	102
9/F	74	87	105	74	87	102
8/F	74	87	105	74	87	102
7/F	74	87	105	74	87	102
6/F	74	87	105	74	87	102
5/F	74	87	105	74	87	102
3/F	74	87	105	112*	87	102
2/F	74	87	105	59	87	102
1/F	81*	99*	125*	63*	95*	112*
Sub-Total			8,5	505		

*With Flat Roof

Salient Points of Deed of Mutual Covenant and Management Agreement

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

B. Allocation of Undivided Shares to Units in the Building

2. Car Parking Spaces

Car Parking Space	Total No. of Undivided Shares
(I) 72 Private Car Parking Spaces Nos. P1 to P3, P6 to P34 on B1 Floor and Nos. P35 to P74 on B2 Floor (13 Undivided Shares each)	936
(II) 8 Motor Cycle Parking Spaces Nos. M1-M6 on B1 Floor and Nos. M7 to M8 on B2 Floor (2 Undivided Shares each)	16
Sub-total Sub-total	952

3. Common Areas and Common Facilities

	Total No. of Undivided Shares
Common Areas and Common Facilities	543
Sub-total	543

Summary

	Undivided Shares
1. Office Units	8,505
2. Car Parking Spaces	952
3. Common Areas and Common Facilities	543
GRAND TOTAL	10,000

Notes:

1. There is no designation of 4/F, 13/F and 14/F Floors.

Salient Points of Deed of Mutual Covenant and Management Agreement

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

C. Terms of Appointment of Manager

Subject to the provisions of the Building Management Ordinance (Cap.344), the management of the Lot and the Building shall for an initial period of two (2) years from the date of this Deed be undertaken by the Manager subject to termination at any time during its term of appointment in accordance with the provisions of the DMC.

D. Basis of Fixing Management Fee

- 1. Where any expenditure relates to or is for the benefit of the Lot and the Building (but does not relate solely to or is not solely for the benefit of any Unit, Office Common Areas, Car Park Common Areas, Office Common Facilities or Car Park Common Facilities), the Green Hatched Black Area, the Existing Drain, the Building Common Areas and/or the Building Common Facilities the full amount of such expenditure shall be apportioned between all the Owners of the Building in proportion to the number of Management Shares held by them.
- 2. Where any expenditure relates solely to or is solely for the benefit of Office Units in the Building (but does not relate solely to or is not solely for the benefit of any particular Office Unit), the Office Common Areas and/or the Office Common Facilities, the full amount of such expenditure shall be apportioned between the Owners of the Office Units in proportion to the number of Management Shares held by them.
- 3. Where any expenditure relates solely to or is solely for the benefit of the Car Parking Spaces (but does not relate solely to or is not solely for the benefit of any particular Car Parking Space), the Car Park Common Areas and/or the Car Park Common Facilities the full amount of such expenditure shall be apportioned between the Owners of the Car Parking Spaces in proportion to the number of Management Shares held by them Provided That all management and maintenance expenditure of the Common EV Facilities shall be subject to the contributions by the Owners of the Office Units as provided in Clause (1)(e) of the Third Schedule.
- 4. Where any expenditure relates solely to or is solely for the benefit of an Owner or group(s) of Owners, the full amount of such expenditure shall be borne by that Owner solely or those Owners solely in proportion to the number of Management Shares held by them.
- 5. The number of Management Shares allocated to each Unit is the same as the number of Undivided Shares allocated to that Unit.

E. Basis of Fixing Management Fee Deposit

The amount of Management Fee deposit payable in respect of each Unit is equivalent to 3 months' Management Fee for that Unit.

F. Retained Areas (if any)

Not applicable.

- 1. Unless otherwise defined in this sales brochure, capitalized terms used in the above Salient Points of DMC shall have the same meanings of such terms in the DMC.
- 2. Prospective purchasers should note that a full script of the draft DMC is available upon request.

Salient Points Of Government Land Grant

- 1. The Development is situated on Kwai Chung Town Lot No.517 ("the lot").
- 2. The term of years under the New Grant No.22349 ("the Government Grant") is 50 years commencing from 4 August 2016 and expiring on 3 August 2066.
- 3. The user restrictions applicable to the lot:
 - a. Special Condition No.(5) of the Government Grant provides that :-

The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding residential, godown and petrol filling station) purposes.

- b. Special Condition No.(34) of the Government Grant provides that :
 - i. 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.
 - ii. No memorial tablets shall be placed on the lot or in any building or buildings erected or to be erected on the lot.
- 4. General Condition No.7(a) of the Government Grant provides that :-

The Purchaser shall throughout the tenancy having built or rebuilt in accordance with the General and Special Conditions of the Government Grant ("these Conditions") (i) maintain all buildings in accordance with any approved building plans without variation or modification thereto; and (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.

5. Special Condition No.(3) of the Government Grant provides that :-

Except with the prior written consent of the Director of Lands ("the Director"), no building, or structure or support for any building or structure shall be erected, constructed or placed on, over or above the ground level of that portion of the lot shown coloured pink hatched black on the plan annexed to the Government Grant except for:

- i. boundary fences with a height of not more than 1.2 metres; and
- ii. landscaping works as required under Special Condition No.(7) of the Government Grant.

For the purpose of this Special Condition, the decision of the Director as to what constitutes the ground level shall be final and binding on the Purchaser.

6. Special Condition No.(4) of the Government Grant provides that :-

The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of March 2022.

Salient Points Of Government Land Grant

7. Special Condition No.(6) 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.

- 8. Special Condition No.(7)(b) of the Government Grant provides that :
 - i. Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
 - ii. Not less than 50% of the said 20% ("the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.
 - iii. The decision of the Director as to which landscaping works proposed by the Purchaser constitutes the said 20% shall be final and binding on the Purchaser.
 - iv. The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.
- 9. Special Condition No.(7)(c) of the Government Grant provides that:

The Purchaser shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.

10. Special Condition No.(7)(d) of the Government Grant provides that :

The Purchaser shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

11. Special Condition No.(14) 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 to the Government Grant or at such other points as may be approved in writing by the Director.

12. Special Condition No.(15)(a)(i) of the Government Grant provides that :-

Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the rates specified in sub-clauses (a)(i)(I) and (a) (i)(II) of this Special Condition unless the Director consents to another rate.

13. Special Condition No.(15)(a)(iii) of the Government Grant provides that :-

The spaces provided under sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition (as may be respectively varied under Special Condition No.(18) of the Government Grant) shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot or part or parts of the building or buildings for the respective purposes stipulated in the said sub-clauses and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

Salient Points Of Government Land Grant

14. Special Condition No.(15)(b)(i) of the Government Grant provides that :-

Out of the spaces provided under sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition (as may be respectively varied under Special Condition No.(18) of the Government Grant), the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation ("the Parking Spaces for the Disabled Persons") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated.

15. Special Condition No.(15)(b)(ii) of the Government Grant provides that :-

The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

16. Special Condition No.(15)(c)(i) of the Government Grant provides that :-

Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the rates specified in sub-clauses (c)(i)(I) and (c)(i)(II) of this Special Condition unless the Director consents to another rate. If the number of spaces to be provided under sub-clause (c)(i) of this Special Condition is a decimal number, the same shall be rounded up to the next whole number.

17. Special Condition No.(15)(c)(ii) of the Government Grant provides that :-

The spaces provided under sub-clauses (c)(i)(I) and (c)(i)(II) of this Special Condition (as may be respectively varied under Special Condition No.(18) of the Government Grant) shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot or part or parts of the building or buildings for the respective purposes stipulated in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

18. Special Condition No.(16) of the Government Grant provides that :-

Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the rates specified in sub-clauses (a)(i) and (a)(ii) of this Special Condition. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to in sub-clauses (a)(i) and (a)(ii) of this Special Condition.

19. Special Condition No.(20) of the Government Grant provides that :-

The spaces provided within the lot in accordance with Special Condition No. (15)(b)(i) and Special Condition No.(16) of the Government Grant (as may be varied under Special Condition No.(18) of the Government Grant) shall be for the common use of all the owners or occupiers of the building or buildings erected or to be erected on the lot or part or parts of the building or buildings for non-industrial (excluding hotel, residential, godown and petrol filling station) purposes and their bona fide visitors or invitees and shall be designated as such in any deed of mutual covenant in respect of the lot or any similar documents governing the rights and obligations of the owners of the lot or where appropriate, any section thereof.

Salient Points of Government Land Grant

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

The parking, loading and unloading spaces and picking up and setting down spaces indicated on the car park layout plan approved by and deposited with the Director shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos.(15), (16) and (17) of the Government Grant. The Purchaser shall maintain the parking, loading and unloading spaces, the picking up and setting down spaces, and other areas, including but not restricted to the lifts, landings and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces

indicated on the said approved plan, no part of the lot or any building or structure thereon shall be used for parking purposes.

21. Special Condition No.(23)(a) of the Government Grant provides that :-

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 agreed to be granted by the Government Grant 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.

22. Special Condition No.(23)(c) of the Government Grant provides that :-

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.

23. Special Condition No.(23)(d) of the Government Grant provides that :-

In addition to any other rights or remedies provided in the Government Grant 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 administrative and professional fees and charges.

24. Special Condition No.(24) 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.

25. Special Condition No.(25) of the Government Grant provides that :-

In the event of earth, spoil, debris, construction waste or building materials ("the waste") from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties ("the Government properties"), the Purchaser shall at his own expense remove the waste from and make good any damage done to the Government properties. The Purchaser shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping. Notwithstanding sub-clause (a) of this Special Condition, the Director may (but is not obliged to), at the request of the Purchaser, remove the waste from and make good any damage done to the Government properties and the Purchaser shall pay to the Government on demand the cost thereof.

26. Special Condition No.(26) of the Government Grant provides that :-

The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work ("the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot, the Green Hatched Black Area as defined in Special Condition No.(28) of the Government Grant or any part of any of them ("the Services"). The Purchaser shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Purchaser shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Purchaser shall at his own expense and in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot, the Green Hatched Black Area as defined in Special Condition No.(28) of the Government Grant or any part of any of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Green Hatched Black Area as defined in Special Condition No. (28) of the Government Grant or any part of any of them or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.

27. Special Condition No.(27)(a) of the Government Grant provides that :-

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 stormwater or rain-water.

28. Special Condition No.(27)(b) of the Government Grant provides that :-

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.

29. Special Condition No.(28)(a) of the Government Grant provides that :-

The Purchaser shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the area shown coloured green hatched black on the plan annexed to the Government Grant ("the Green Hatched Black Area") as the Director in his absolute discretion may require and shall, at all times during the term agreed to be granted by the Government Grant, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area at any time during the term agreed to be granted by the Government Grant, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose opinion shall be final and binding on the Purchaser), have also been affected. The Purchaser shall indemnify and keep indemnified the Government, its agents and contractors against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever incurred by reason of such landslip, subsidence or falling away. The Purchaser shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area, and subject to the prior written approval of the Director, the Purchaser may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of these Conditions, the Director may at any time by notice in writing call upon the Purchaser to carry out such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Purchaser shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Purchaser shall on demand repay to the Government the cost thereof.

30. Special Condition No.(28)(b) of the Government Grant provides that :-

- i. The Purchaser acknowledges that as at the date of the Government Grant, there is an existing slope drain within the lot and the Green Hatched Black Area, the alignment of which is shown and marked by a red line on the plan annexed to the Government Grant ("the Existing Drain"). The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser by reason of the presence of the Existing Drain. Without prejudice to the generality of the provisions of sub-clause (a) of this Special Condition, the Purchaser shall at his own expense maintain the Existing Drain in good condition and in all respects to the satisfaction of the Director until the obligations of the Purchaser in respect of the Existing Drain shall absolutely determine upon the Government giving to the Purchaser notice to that effect.
- ii. In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (b)(i) of this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.
- iii. The Purchaser shall at all reasonable times permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, with or without tools, equipment, plant and machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and the Green Hatched Black Area for the purposes of inspecting, checking and supervising any maintenance works to be carried out by the Purchaser for the Existing Drain in compliance with sub-clause (b)(i) of this Special Condition; and carrying out, inspecting, checking and supervising the works under sub-clause (b)(ii) of this Special Condition.
- iv. The Government, the Director, and his officers, contractors and agents and any persons authorized by the Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the Purchaser's obligations under sub-clause (b)(i) of this Special Condition or the exercise of the rights by the Government under sub-clause (b)(ii) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

- v. The Purchaser shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Purchaser, his servants, workmen and contractors in connection with the carrying out of the works under sub-clause (b)(i) of this Special Condition.
- 31. Special Condition No.(28)(c) of the Government Grant provides that :-

Notwithstanding sub-clauses (a) and (b) of this Special Condition, the obligations and rights of the Purchaser in respect of the Green Hatched Black Area or any part thereof under this Special Condition shall absolutely determine upon the Government giving to the Purchaser notice to that effect, and no claim whatsoever shall be made against the Government or the Director or his authorized officer by the Purchaser in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clauses (a) and (b) of this Special Condition.

32. Special Condition No.(29)(b) of the Government Grant provides that :-

The Purchaser shall at his own expense and within such time limits as may be stipulated by the Director of Environmental Protection carry out and implement the recommendations in the sewerage impact assessment as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection.

33. Special Condition No.(30)(a) of the Government Grant provides that :-

The Purchaser shall when called upon to do so by the Director and within such time limit as shall be specified by the Director, at his own expense and in all respects to the satisfaction of the Director provide, construct and thereafter maintain at the perimeters of the building or buildings erected or to be erected on the lot between the points Fb1 and Fb2 shown and marked on the plan annexed to the Government Grant at the level of about 26 metres above the Hong Kong Principal Datum or at such other points or at such other levels as maybe required or approved in writing by the Director structural supports and connections ("the Structural Support and Connection") to receive a future footbridge as referred to in sub-clause (b) of this Special Condition. The Purchaser shall construct the Structural Support and Connection at such heights, levels, widths and positions, with such materials and of such designs, specifications and standards as shall be required or approved by the Director.

34. Special Condition No.(30)(b) of the Government Grant provides that :-

There is reserved to the Government and the person or persons to whom such rights may be granted by the Government (including but not limited to the adjacent or neighbouring lot owner or owners) free of all costs and charges a right of support and a right to connect at the location between the points Fb1 and Fb2 shown and marked on the plan annexed to the Government Grant at the level of about 26 metres above the Hong Kong Principal Datum or at such other points or at such other levels as may be required or approved in writing by the Director a footbridge ("**the Footbridge**") which is to be constructed over the Government land to the east of the lot and connecting Yip Shing Street and which shall have a minimum internal width of 3 metres and a clear internal headroom of not less than 2.5 metres but not more than 3 metres or such other internal width or internal headroom as may be required by the Director.

35. Special Condition No.(30)(c) of the Government Grant provides that :-

Throughout the term agreed to be granted by the Government Grant, there is excepted and reserved unto the Government or the person or persons to whom such rights may be granted by the Government (including but not limited to the adjacent or neighbouring lot owner or owners) all necessary rights of occupation of such part or parts of the lot as may be required by the Director for the purposes of constructing, connecting and thereafter inspecting, maintaining, managing, repairing and renewing the Footbridge.

36. Special Condition No.(30)(d) of the Government Grant provides that :-

In the event of the non-fulfilment of the Purchaser's obligations under sub-clauses (a), (g) and (h) of this Special Condition within the respective time limits specified and imposed by the Director, the Government may carry out the necessary construction and maintenance works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser.

37. Special Condition No.(30)(e) of the Government Grant provides that :-

The Government, the Director, its officers, agents, licensees, his or their contractors and workmen, other parties (including but not limited to the adjacent or neighbouring lot owner or owners) duly authorized by the Government or such person or persons to whom such rights of constructing the Footbridge are granted by the Government with or without tools, equipment, plant, machinery or motor vehicles shall at all reasonable times throughout the term agreed to be granted by the Government Grant and upon giving prior notice to the Purchaser have the right of free and unrestricted ingress, egress and regress to and from the lot or any part or parts thereof and the building or buildings erected or to be erected thereon or any part or parts thereof for the purpose of constructing and connecting the Footbridge and thereafter inspecting, managing, maintaining, repairing and renewing the Footbridge and the carrying out, inspecting, checking and supervising of the works under sub-clauses (a), (d), (g) and (h) of this Special Condition.

38. Special Condition No.(30)(f) of the Government Grant provides that :-

The Government, the Director, its officers, agents, licensees, his or their contractors and workmen, other parties (including but not limited to the adjacent or neighbouring lot owner or owners) duly authorized by the Government or such person or persons to whom such rights of constructing the Footbridge are granted by the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person arising out of or incidental to the fulfilment of the Purchaser's obligations under sub-clauses (a), (g) and (h) of this Special Condition or the exercise by the Government, the Director, its officers, agents and licensees, his or their contractors and workmen, other parties duly authorized by the Director or such person or persons to whom such rights of constructing the Footbridge are granted by the Government of the rights conferred under sub-clauses (b), (c), (d) and (e) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

39. Special Condition No.(30)(g) of the Government Grant provides that :-

When called upon to do so by the Director and within such time limit as shall be specified by the Director, the Purchaser shall at his own expense and in all respects to the satisfaction of the Director execute all necessary works for the temporary closure of any opening or openings in the building or buildings erected or to be erected on the lot to be connected to the Structural Support and Connection as shall be required or approved by the Director. All necessary maintenance works for the temporary closure shall be the responsibility of the Purchaser and shall be carried out to the satisfaction of the Director.

40. Special Condition No.(30)(h)(i) of the Government Grant provides that :-

In the event of any redevelopment of the lot or any part thereof whereby the Structural Support and Connection or any part or parts thereof are required to be demolished, the Purchaser shall if required by the Director, within such time limit as may be imposed by the Director at his own expense and in all respects to the satisfaction of the Director replace the same by the construction and completion of such new structural supports and connections of such design, specifications, standards and levels, with such materials and at such widths, heights and positions as the Director may approve or require.

41. Special Condition No.(30)(i) of the Government Grant provides that :-

The Purchaser shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Purchaser, his servants, workmen and contractors in connection with the construction, alteration, repair, management and maintenance of the Structural Support and Connection.

42. Special Condition No.(31)(a) of the Government Grant provides that :-

The Purchaser shall when called upon to do so by the Director and within such time limit as shall be specified by the Director, at his own expense and in all respects to the satisfaction of the Director provide and construct within the lot an internal pedestrian walkway (together with such stairs, ramps, lightings, lifts and escalators or such facilities for the disabled as the Director in his absolute discretion may require) ("the Internal Pedestrian Walkway") with a minimum internal width of 3 metres, at such positions and to such standards, levels, alignments and design as the Director shall require or approve so as to link up the Footbridge and the footpath at Tai Lin Pai Road at such point as the Director may decide and the Purchaser shall thereafter at his own expense manage and maintain the Internal Pedestrian Walkway in good and substantial condition and repair in all respects to the satisfaction of the Director.

43. Special Condition No.(31)(b) of the Government Grant provides that :-

If the construction of the Internal Pedestrian Walkway is called upon by the Director under sub-clause (a) of this Special Condition, then upon completion of the construction of the Internal Pedestrian Walkway (as to which the decision of the Director shall be final and conclusive), the Purchaser shall throughout the term agreed to be granted by the Government Grant at his own expense keep the Internal Pedestrian Walkway and the Structural Support and Connection (or such part or parts thereof as the Director may require or approve) illuminated and open for the use by members of the public 24 hours a day to pass and repass on foot or by wheelchair for all lawful purposes along to, from, through and over the Internal Pedestrian Walkway and the Structural Support and Connection (or such part or parts thereof as the Director may require or approve) free of charge and without any interruption.

44. Special Condition No.(31)(e) of the Government Grant provides that :-

The Internal Pedestrian Walkway and the Structural Support and Connection shall be designated as and form part of the common areas designated as such in any deed of mutual covenant in respect of the lot or any similar documents governing the rights and obligations of the owners of the lot or where appropriate, any section thereof.

45. Special Condition No.(31)(g) of the Government Grant provides that :-

The Purchaser shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Purchaser, his servants, workmen and contractors in connection with the construction, alteration, repair, management and maintenance of the Internal Pedestrian Walkway.

46. Special Condition No.(33)(c) of the Government Grant provides that :-

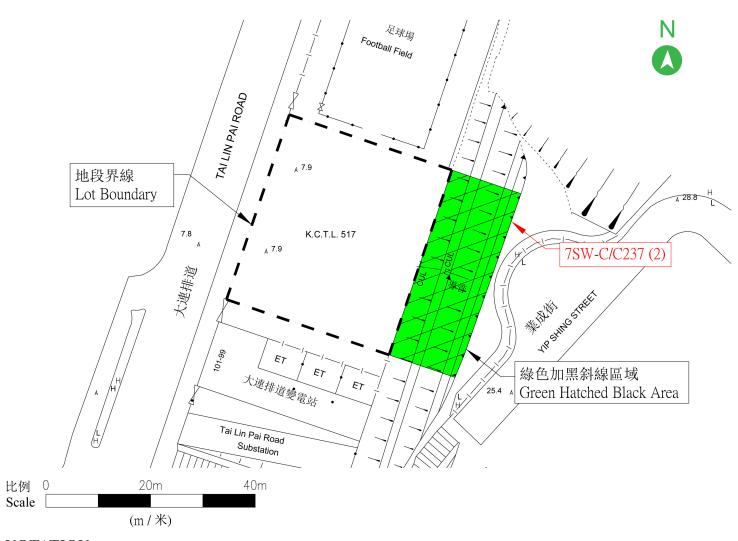
Communal sky gardens, communal podium gardens and any other structure or floor space referred to in sub-clause (b)(i) of this Special Condition shall, if so required by the Director, be designated as and form part of the common areas designated as such in any deed of mutual covenant in respect of the lot or any similar documents governing the rights and obligations of the owners of the lot or where appropriate, any section thereof.

Remarks:

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

MAINTENANCE OF SLOPES

SLOPES AND RETAINING WALLS PLAN



NOTATION:

ZONES

Lot Boundary

Slope, Retaining Wall or Related Structures to be maintained by owners of Kwai Chung Town Lot
No. 517 and extension thereto as contained in the SIMAR Register of Lands Department.

Green Hatched Black Area

Slope

7SW-C/C237(2)

MAINTENANCE OF SLOPES

- 1. Owners is obliged to contribute towards the costs of the maintenance work.
- 2. Special Condition No.(23)(a) of the Government Grant stipulates that :-

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 agreed to be granted by the Government Grant 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.

3. Special Condition No.(23)(d) of the Government Grant stipulates that :-

In addition to any other rights or remedies provided in the Government Grant 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 administrative and professional fees and charges.

4. Special Condition No.(28)(a) of the Government Grant stipulates that :-

The Purchaser shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the area shown coloured green hatched black on the plan annexed to the Government Grant ("the Green Hatched Black Area") as the Director in his absolute discretion may require and shall, at all times during the term agreed to be granted by the Government Grant, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area at any time during the term agreed to be granted by the Government Grant, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose opinion shall be final and binding on the Purchaser), have also been affected.

The Purchaser shall indemnify and keep indemnified the Government, its agents and contractors against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever incurred by reason of such landslip, subsidence or falling away. The Purchaser shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area, and subject to the prior written approval of the Director, the Purchaser may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of these Conditions, the Director may at any time by notice in writing call upon the Purchaser to carry out such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Purchaser shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Purchaser shall on demand repay to the Government the cost thereof.

MAINTENANCE OF SLOPES

5. Special Condition No.(28)(b) of the Government Grant stipulates that :-

The Purchaser acknowledges that as at the date of the Government Grant, there is an existing slope drain within the lot and the Green Hatched Black Area, the alignment of which is shown and marked by a red line on the plan annexed to the Government Grant ("the Existing Drain"). The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser by reason of the presence of the Existing Drain. Without prejudice to the generality of the provisions of sub-clause (a) of this Special Condition, the Purchaser shall at his own expense maintain the Existing Drain in good condition and in all respects to the satisfaction of the Director until the obligations of the Purchaser in respect of the Existing Drain shall absolutely determine upon the Government giving to the Purchaser notice to that effect.

6. The plan for the slopes (Slope Number: 7SW-C/C237(2)), retaining walls and related structures ("Slope Structures") constructed or to be constructed, within or outside the land on which the Development is situated is set out on page 42. Residential owners is obliged to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition and carry out any necessary works in respect of the Slopes and Retaining Walls in compliance with the Land Grant, the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate government department regarding the maintenance of slopes, retaining walls and related structures.

OTHER INFORMATION

Miscellaneous Payments upon Delivery of Unit

Purchasers are obligated to pay miscellaneous payments and to reimburse the Vendor for water/electricity/gas deposit even though the exact amount is to be finalized.

Provision of Information to Purchasers upon Request

The right of a purchaser who has signed an agreement for sale and purchase to be provided, upon his request and subject to the payment of a nominal fee of not more than HK\$100.00 per request (if demanded), with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the development as well as the total construction costs and the total professional fees expended and paid as the end of the month preceding the month at which the request is made.

Right to Deduct Preliminary Deposit

The right for the vendor to keep 3% of the purchase price if a purchaser under the provisional agreement for sale and purchase does not for any reason sign the agreement for sale and purchase.

Contact Details of The Law Society of Hong Kong

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

OTHER INFORMATION

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

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

I/We acknowledge receipt of a copy of this warning and fully understand the contents thereof.

我/我們已收到此警告之副本及完全明白此警告之內容。

WEBSITE: 83TLPR.firsthk.com ENQUIRY HOTLINE: 8120 2888



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