

九龍西核心商業圈 型格寫字樓商廈



AREA SCHEDULE (sq. ft.)

面積表 (平方呎)

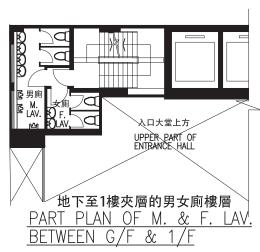
Floor	Unit	Saleable Area	Gross Floor Area
樓層	單位	實用面積	建築面積
G/F 地下	А	969	1,375
	В	1,579	2,240
	А	809	1,149
	В	779	1,106
5 - 7/F	С	916	1,300
5至7樓	D	966	1,372
	Е	1,004	1,425
	F	783	1,112
8 - 27/F 8至27樓 ————————————————————————————————————	А	816	1,158
	В	782	1,110
	С	925	1,313
	D	966	1,372
	E	1,004	1,425
	F	783	1,112
28/F 28樓 	А	816	1,158
	В	782	1,110
	С	925	1,313
	D	966	1,372
	Е	1,004	1,425
	F	783	1,112
	А	812	1,151
	В	780	1,107
29/F	С	920	1,306
29樓	D	963	1,366
	Е	1,002	1,422
	F	781	1,108
	А	803	1,140
	В	777	1,103
30/F	С	915	1,299
30樓 	D	953	1,352
	Е	1,001	1,421
	F	777	1,102

Note: 14/F & 24/F are omitted. 附註:不設14/F及24/F。

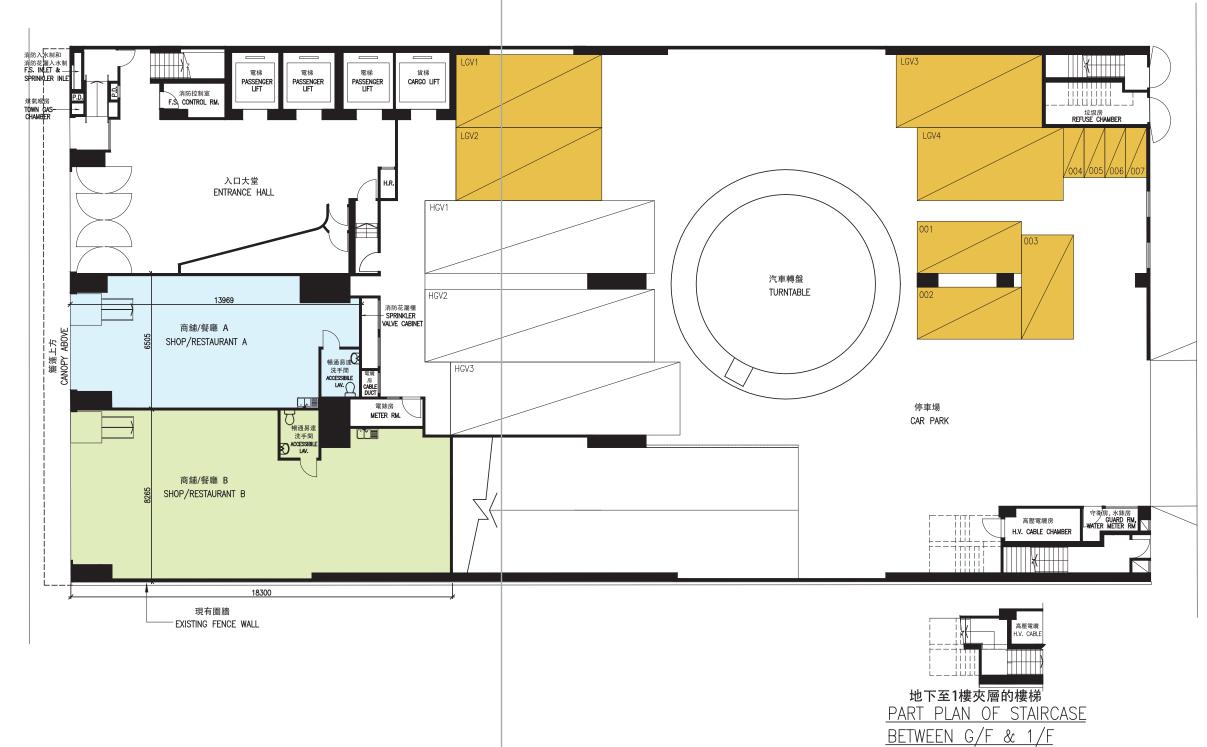
FLOOR PLAN G/F

地下 平面圖





永康街 WING HONG STREET



Notes:

- 1. All plans are subject to final approval by the relevant government authorities.
- 2. The Vendor reserves the right to make modification and changes according to the actual circumstances without prior notice.
- 3. Dimensions shown in floor plans are in millimetres.

附註:

- 1. 詳細之訂正圖則以政府有關部門最後批准之圖則為準。
- 2. 賣方保留一切權利,按實際情況需要作出改動,而無須另行通知。
- 3. 平面圖尺寸以毫米為單位。

瓊林街 KING LAM STREET

FLOOR PLAN 4/F

4樓 平面圖







Notes:

1. All plans are subject to final approval by the relevant government authorities.

2. The Vendor reserves the right to make modification and changes according to the actual circumstances without prior notice.

附註:

- 1. 詳細之訂正圖則以政府有關部門最後批准之圖則為準。
- 2. 賣方保留一切權利,按實際情況需要作出改動,而無須另行通知。

FLOOR PLAN 5/F - 7/F

5至7樓 平面圖







Note:

- 1. The internal areas of the units on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
- 2. Dimensions shown in floor plans are in millimetres.
- 3. All plans are subject to final approval by the relevant government authorities.
- 4. The Vendor reserves the right to make modification and changes according to the actual circumstances without prior notice.

附註:

- 1. 因物業單位的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。
- 2. 平面圖尺寸以毫米為單位。
- 3. 詳細之訂正圖則以政府有關部門最後批准之圖則為準。
- 4. 賣方保留一切權利,按實際情況需要作出改動,而無須另行通知。

FLOOR PLAN 8/F - 27/F

8至27樓 平面圖





Notes:

- 1. The internal areas of the units on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
- 2. Dimensions shown in floor plans are in millimetres.
- 3. All plans are subject to final approval by the relevant government authorities.
- 4. The Vendor reserves the right to make modification and changes according to the actual circumstances without prior notice.
- 5. 8/F 27/F (excluding 14/F & 24/F) are formerly known as 8/F 25/F.

附註

- 1. 因物業單位的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。
- 2. 平面圖尺寸以毫米為單位。
- 3. 詳細之訂正圖則以政府有關部門最後批准之圖則為準。
- 4. 賣方保留一切權利,按實際情況需要作出改動,而無須另行通知。
- 5. 8樓至27樓(不設14樓及24樓)舊稱為8樓至25樓。

FLOOR PLAN 28/F

28樓 平面圖







Note:

- 1. The internal areas of the units on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
- 2. Dimensions shown in floor plans are in millimetres.
- 3. All plans are subject to final approval by the relevant government authorities.
- 4. The Vendor reserves the right to make modification and changes according to the actual circumstances without prior notice.
- 5. 28/F is formerly known as 26/F.

附註:

- 1. 因物業單位的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。
- 2. 平面圖尺寸以毫米為單位。
- 3. 詳細之訂正圖則以政府有關部門最後批准之圖則為準。
- 4. 賣方保留一切權利,按實際情況需要作出改動,而無須另行通知。
- 5. 28樓舊稱為26樓。

FLOOR PLAN 29/F

29樓平面圖





Note

- 1. The internal areas of the units on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
- 2. Dimensions shown in floor plans are in millimetres.
- 3. All plans are subject to final approval by the relevant government authorities.
- 4. The Vendor reserves the right to make modification and changes according to the actual circumstances without prior notice.
- 5. 29/F is formerly known as 27/F.

附註

- 1. 因物業單位的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。
- 2. 平面圖尺寸以毫米為單位。
- 3. 詳細之訂正圖則以政府有關部門最後批准之圖則為準。
- 4. 賣方保留一切權利,按實際情況需要作出改動,而無須另行通知。
- 5. 29樓舊稱為27樓。

FLOOR PLAN 30/F

30樓平面圖







Note

- 1. The internal areas of the units on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
- 2. Dimensions shown in floor plans are in millimetres.
- 3. All plans are subject to final approval by the relevant government authorities.
- 4. The Vendor reserves the right to make modification and changes according to the actual circumstances without prior notice.

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5. 30/F is formerly known as 28/F.

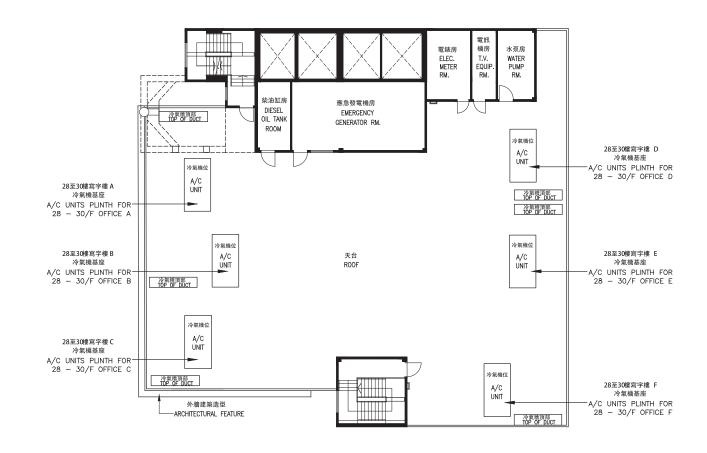
附註

- 1. 因物業單位的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。
- 2. 平面圖尺寸以毫米為單位。
- 3. 詳細之訂正圖則以政府有關部門最後批准之圖則為準。
- 4. 賣方保留一切權利,按實際情況需要作出改動,而無須另行通知。
- 5. 30樓舊稱為28樓。

FLOOR PLAN ROOF

天台平面圖







Note

- 1. All plans are subject to final approval by the relevant government authorities.
- 2. The Vendor reserves the right to make modification and changes according to the actual circumstances without prior notice.

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附註

- 1. 詳細之訂正圖則以政府有關部門最後批准之圖則為準。
- 2. 賣方保留一切權利,按實際情況需要作出改動,而無須另行通知。

參考資料

BASIC INFORMATION OF THE DEVELOPMENT

1. NAME OF DEVELOPMENT:

The Globe

2. ADDRESS:

No. 79 Wing Hong Street, Kowloon, Hong Kong

3. LOT NUMBER:

Section A of New Kowloon Inland Lot No.2812, Section B of New Kowloon Inland Lot No.2812 and the Remaining Portion of New Kowloon Inland Lot No.2812 ("the Lots").

4. LEASE TERM:

The development is held under the Government Lease dated 1st December 1948 for 75 years commencing from 1st July 1898 and renewable for one further term of 24 years less the last 3 days thereof and the said term is extended until 30th June 2047 by virtue of section 6 of the New Territories Leases (Extension) Ordinance (Cap.150).

5. USER RESTRICTIONS:

A. The Lots

- (1) The Government Lease stipulates that the Lots shall not be used for the trade or business of a Brazier Slaughterman Soap-maker Sugar-baker Fellmonger Melter of tallow Oilman Butcher Distiller Victualler or Tavern-keeper Blacksmith Nightman Scavenger or any other noisy noisome or offensive trade or business whatever without the previous licence of the Government.
- (2) The Government Lease also stipulates that the owners of the Lots "shall not use or permit to be used except with the consent of the Governor in that behalf first had and obtained the said piece or parcel of ground otherwise than for the purpose of manufacturing soy ginger sauce preserved fruits or vegetables or Chinese sweetmeats and shall not erect or permit to be erected on the said piece or parcel of ground any domestic building or buildings other than such as the said Director may consider reasonable for the housing of staff and workmen employed on the premises".
- (3) The Government Lease terms were modified by a Modification Letter dated 7th July 1959 and registered in the Land Registry by Memorial No. UB302212 so as to permit the Lots to be used for general industrial purposes only.
- (4) The Government Lease terms were further modified by a Modification Letter dated 27th July 1998 and registered in the Land Registry by Memorial No. UB7547270, which stipulates that the covenants in the Government Lease set out in paragraphs (1), (2) and (3) above in this Reference Information shall be deemed to be and shall be void and of no effect
- (5) The Modification Letter dated 27th July 1998 and registered in the Land Registry by Memorial No. UB7547270 further stipulates in the Second Schedule that the Lots shall not be used for any purpose other than for: -

- (a) industrial or godown or both;
- (b) offices ancillary and directly related to an industrial (or godown) operation; or
- (c) any combination of sub-clauses (a) and (b) of this covenant,

excluding any trade that is now or may hereafter be declared to be an offensive trade under the Public Health and Municipal Services Ordinance, or any enactment amending the same or substituted therefor.

This condition is waived during the Waiver Period as mentioned in paragraph (7) below in this Reference Information.

- (6) By a Waiver Letter dated 23rd June 2014 and registered in the Land Registry by Memorial No.14071001920028 ("the Waiver Letter"), permission was granted by the Director of Lands ("the Director") for the conversion of the then existing building on the Lots for use as shops/restaurants and offices with car parking spaces ("the Permitted Uses") in accordance with certain subsequent approved building plans for A&A works (the building to be referred to as "the Converted Building"). The Permitted Uses are certain Permitted Purposes for the Converted Building as approved by the Director and listed in Schedule A to the Waiver Letter.
- (7) The Waiver Letter is only for the duration of the life of the Converted Building expiring on the earlier (i) upon the demolition of the Converted Building; (ii) on 30th June 2047; or (ii) upon the early termination of the Government Lease as modified by two Modification Letters dated 7th July 1959 and 27th July 1998 respectively (collectively "the Waiver Period").
- (8) Under the Wavier Letter and the subsequent approved building plans for A&A works, the Converted Building can be used for the Permitted Uses and the owners (i) can use their units for any other Permitted Purposes listed in Schedule A to the Waiver Letter, subject to the necessary approval required from the relevant Government authority or authorities; and (ii) cannot revert their units to the uses set out in paragraph (5) above in this Reference Information unless all the owners of the Lots make a joint application to the Director in which event the Government may terminate the Wavier Letter in respect of the entire Lots but not in respect of any unit or part only of the Converted Building.
- (9) The Deed of Mutual Covenant and Management Agreement in respect of the Converted Building provides that the use of the units in the development most conform to the Permitted Uses in accordance with the approved building plans for A&A Works and prohibits any other uses in breach of such restriction, and the DMC Manager is empowered to enforce the prohibition.
- (10) The Waiver Letter, as modified by a letter of the Director dated 9th August 2016, provides to the effect that: -
- (a) an owner of undivided shares in the Lots and the Converted Building shall only be entitled to sell, assign or otherwise dispose of his interests or enter into any

REFERENCE INFORMATION

參考資料

- agreement so to do unless he has first obtained the prior written consent of the Director and comply with certain conditions; and
- (b) the consent of the Director is deemed to have been given if prior to any intended sale, assignment or disposal (i) an application in the form of Appendix I to Lands Department Lands Administrative Office Practice Note No. 2/2016, as may be subsequently amended or modified from time to time ("the Practice Note"), is submitted to the Lands Department, (ii) an Undertaking to the Government and the Director in the form of Appendix II to the Practice Note to comply with the Waiver Letter and to undertake not to use his unit for any purpose other than for the Permitted Uses is submitted to the Lands Department within 7 days of the Assignment, and (iii) a certified copy of the Undertaking is registered in the Land Registry contemporaneous with the registration of the Assignment.

B. Parking Spaces

(1) Under Clause No. (9) in the Second Schedule to the Modification Letter dated 27th July 1998 and registered in the Land Registry by Memorial No. UB7547270, the Lessee shall not assign, mortgage, charge, underlet or part with the possession of or otherwise dispose of any part of the Land or any part of any building or structure erected or to be erected thereon the use of which under the terms and covenants herein contained is or has been set aside or served for car parking or loading or unloading or any interest therein or enter into any agreement so to do without also and at the same time assigning, mortgaging, charging, underletting or parting with the possession of therewith an undivided share of and in the Land together with the right to the exclusive use and occupation of a part of the building erected or to be erected thereon PROVIDED THAT nothing in this covenant contained shall prevent the assignment, mortgage, charge or underletting of any such part to any person who is already at that time the owner of an undivided share of and in the Land with the right to the exclusive use and occupation of some other part of the building erected or to be erected

This condition is waived during the Waiver Period.

(2) Under Clause No. (10)(e) in the Second Schedule to the Modification Letter dated 27th July 1998 and registered in the Land Registry by Memorial No. UB7547270, the spaces provided for vehicle manoeuvring and the parking of private cars and light vans as well as the parking, loading and unloading of lorries shall not be used for any purpose other than for the manoeuvring, parking, loading and unloading of motor vehicles licensed under the Road Traffic Ordinance and belonging to the owners and occupiers of the building or buildings erected or to be erected on the Land and their bona fide visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibition of motor vehicles for sale or otherwise.

This condition is waived during the Waiver Period.

(3) Condition No. (4)(c) of the Waiver Letter stipulates that the spaces for the parking of motor vehicles under Condition No. (4)(a) shall not be used for any purpose other than those respectively stipulated therein and in particular, shall not be used for the storage, display or exhibition of motor vehicles for sale or otherwise.

Certain provisions of the Government Lease

The Government Lease provides that "His said Majesty shall have full power to resume enter into and re-take possession of all or any part of the demised premises if required for the improvement of the said Colony or for any other public purpose whatsoever Three Calendar Months' notice being given to the said Lessee of its being so required and a full and fair compensation for the said Land and the Buildings thereon being paid to the said Lessee at a Valuation to be fairly and impartially made by the said Director and upon the exercise of such power the term and estate hereby created shall respectively cease determine and be void."

Certain provisions of the Waiver Letter

- (1) Condition No. (12)(a) of the Waiver Letter stipulates that: -
- "In the event (i) of any breach, non-performance or nonobservance of any of the terms, conditions and covenants herein contained or (ii) that at any time, any part of the Lots or the Existing Building is used or is permitted or is suffered to be used for any illegal or immoral purposes or any purposes in breach of any Ordinances, bye-laws, rules, regulations or other enactment in force in Hong Kong, the Government may forthwith terminate the Waiver by giving written notice to the owner of the Lots and the Existing Building for the time being but without prejudice to any of its rights under the Lease."
- (2) Condition (13) of the Waiver Letter stipulates that: -
- "Save where otherwise specially provided, upon the expiration of the Waiver Period or upon the termination of the Waiver, the Lots shall cease to be used for the Permitted Purposes and shall thereafter be subject to all the provisions, covenants, stipulations, exceptions, reservations, powers and conditions contained in the Lease including the provisions in respect of the user of the Lots referred to in the Lease. No part of the administrative fee paid for the Waiver shall be refunded nor shall any compensation whatsoever be paid to you or any owner of the Lots or part thereof or any other person by the Government."
- (3) Condition (18) of the Waiver Letter stipulates that: -
- "In the event that you shall sell, assign or otherwise dispose of any part of the Lots and the Existing Building or any undivided share or shares of and in the Lots and the Existing Building or any interest therein or enter into any agreement so to do after the grant of the Waiver, the terms, conditions and covenants of the Waiver shall be deemed to be given and shall be performed jointly and severally by all the owners of the Lots and the Existing Building or any part thereof."

參考資料

6. VENDOR:

Harvest Rise Development Limited, Goodmake Enterprises Limited and Smart Success Enterprises Limited, whose holding companies are Henderson Land Development Company Limited

7. VENDOR'S SOLICITORS:

Lo & Lo, Solicitors

8. AUTHORIZED PERSON FOR THE A&A WORKS:

Mr. Chan Cheong Shing, Bryan of Cypress Consultant International Limited

9. AUTHORIZED PERSON FOR THE POST A&A WORKS:

Mr. Chung Chun Kau Gary of le, Siu & Chung Architects Limited

10. BUILDING CONTRACTOR FOR THE A&A WORKS:

Heng Tat Construction Company Limited

11. COMPLETE DATE FOR THE A&A WORKS:

7th August 2015

DESIGN AND PURPOSES OF THE BUILDING

1. Shop/Restaurant Floor

Part of G/F is for Shop / Restaurant use.

Floor-to-floor height of Shop / Restaurant A on G/F is approx. 4.3 m to 5.7 m.

Floor-to-floor height of Shop / Restaurant B on G/F is approx. 2.7 m to 5.7 m.

2. Office Floors:

24 storevs

5/F to 13/F, 15/F to 23/F and 25/F to 30/F for office purpose (14/F and 24/F are omitted).

Floor-to-floor height for each floor is approx. 3.5m.

Note: "Floor-to-floor height" refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor.

3. Car Park:

Part of G/F, 1/F, 2/F and 3/F are designed for car parking purpose only.

4. Floor Loading:

Shop/Restaurant on G/F: 5kPa

5/F to 13/F, 15/F to 23/F and 25/F to 30/F (14/F and 24/F are omitted): 7.5kPa

5. Common Areas and Facilities:

A. Estate Common Areas and Facilities

Those parts and facilities of the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof and include but not limited to: -

- (a) the foundations, columns, beams, slabs and other structural supports and elements that do not belong to or form part of the Car Park, the Office Development or the Commercial Development;
- (b) the Slopes and Retaining Walls (if any);
- (c) the external walls of the Estate at and below 4th floor (including claddings, architectural fins and features thereon but excluding Advertising Spaces);
- (d) areas for the installation or use of aerial broadcast distribution or telecommunications network facilities;
- (e) all those areas shown as the Estate Common Areas on the plans annexed to the Deed of Mutual Covenant;
- (f) communal aerial, sewers, drains, storm water drains, water courses, cables, pipes, wires, ducts, flushing mains, fresh water mains, plant and machinery and other like installations, facilities or services; and
- (g) such additional areas, devices and facilities of the Estate as may at any time be designated as the Estate Common Areas and Facilities by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.

B. Office Common Areas and Facilities

Those parts and facilities of the Office Development intended for the common use and benefit of the Office Units as a whole and not just any particular Office Unit which are to be used by each Owner and Occupier of the Office Units in common with all other Owners and Occupiers of the Office Units and include but not limited to: -

- (a) the external walls of the Estate at and above the 5th floor not forming part of the Office Units, including the curtain wall structures thereof (except the openable parts of the curtain wall structures and such pieces of glass panels wholly enclosing or fronting an Office Unit, which said openable parts and glass panel shall belong to and form part of the relevant Office Unit), claddings and architecture fins and features thereon as well as the air-conditioner platforms;
- (b) all those areas shown as the Office Common Areas on the plans annexed to the Deed of Mutual Covenant:
- (c) all wires, cables, ducts, pipes, drains and all mechanical and electrical installations and equipment exclusively for the Office Units as a whole; and
- (d) such additional areas, devices and facilities of the Estate as may at any time be designated as the Office Common Areas and Facilities by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.

C. Commercial Common Areas and Facilities

Those parts and facilities of the Commercial Development and facilities intended for the common use and benefit of the Commercial Units as a whole and not just any particular Commercial Unit which are to be used by each Owner and Occupier of the Commercial Units in common with all other Owners and Occupiers of the Commercial Units and include but not limited to:

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- (a) all those areas shown as the Commercial Common Areas on the plans annexed to the Deed of Mutual Covenant;
- (b) all wires, cables, ducts, pipes, drains and all mechanical and electrical installations and equipment exclusively for the Commercial Units as a whole; and
- (c) such additional areas, devices and facilities of the Estate as may at any time be designated as Commercial Common Areas and Facilities by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.

PROPERTY MANAGEMENT

1. Management Company:

Hang Yick Properties Management Limited (DMC Manager)

2. Terms of Appointment:

Initial period of two years from the date of the Deed of Mutual Covenant and Management Agreement ("the Deed of Mutual Covenant") and to be continued thereafter until the termination of the Manager's appointment in accordance with the provisions of the Deed of Mutual Covenant. The remuneration of the Manager shall be ten percent (10%) of the total annual Management Expenses.

Budgeted Management Fees starting from the date of the Deed of Mutual Covenant:

Shops/Restaurants on G/F:

HK\$1.75 (approx.) per sq. ft. (on gross floor area basis) per month.

5/F to $13/F,\,15/F$ to 23/F and 25/F to 30/F (14/F and 24/F are omitted):

HK\$2.55 (approx.) per sq. ft. (on gross floor area basis) per month.

Management fees are to be paid by purchasers on the date specified in the Notice of Completion issued by the Vendor to all purchasers.

In the period between the issuance of Occupation Permit and the Notice of Completion, the modes of the property management operation and associated management fees are to be agreed between the Vendor and the Management Company, and the actual expenses incurred in the period are to be borne solely by the Vendor.

4. Payments upon the Execution of Assignment of each Unit:

Management Fee Deposit:

A sum equivalent to 3 months' management fee.

Initial Outgoings and Expenses/Debris Removal Charges: A sum equivalent to 1 month's management fee (non-transferable and non-refundable).

Special Fund:

A sum equivalent to 2 months' management fee.

Public Utilities Deposit:

A due proportion based on the public water and electricity meter deposits and etc., allocated to each Unit.

5. Decoration Deposit:

HK\$5,000.

Remarks:

- 1. It may be necessary for the DMC Manager to revise the budgeted management fees upon issuance of the Notice of Completion because the budgeted management fees are gauged on the price level of the 1st quarter of 2017.
- 2. Management fees in respect of all Units are to be paid in advance.

WARNING TO PURCHASERS

- (1) 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.
- (2) 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.
- (3) YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.
- (4) 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.
- (5) 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.

Remark:

Where there is any discrepancy in the meaning(s) between the English and Chinese versions of this Reference Information, the English version shall prevail.

參考資料

發展項目基本資料

1. 發展項目名稱:

創匯國際中心

2. 地址:

九龍永康街79號

3. 地段編號:

新九龍內地段第2812號A段、新九龍內地段第2812號B段及新九龍內地段第2812號餘段(以下統稱**「該地段」**)。

4. 和契年期

發展項目是根據一份日期為1948年12月1日的政府租契持有,而該租契的批租年期由1898年7月1日起計75年,並有權續期24年減最後3天。根據《新界土地契約(續期)條例》(第150章)第6條,該租契的年期已延長至2047年6月30日為止。

5. 租契用途限制:

A. 該地段

- (1) 根據政府租契,如非事先獲得政府的許可,該地段不得被用作經營或從事銅工、屠宰、肥皂製造、製糖、獸皮、溶脂、油料、售肉、釀酒、食物供應或旅館、打鐵、淘糞、垃圾清理的行業或業務,或經營或從事任何其他發出高噪音、惡臭或令人厭惡的行業或業務。
- (2) 政府租契亦規定:該地段擁有人「除非事先獲得代總督作出的許可,否則不得將該片土地用作或准許該片土地被用作製造豉油、薑汁、醃製水果或蔬菜或中式蜜餞以外的用途,亦不得在該片土地上建設或准許在該片土地上建設任何住宅建築物,除非該署長認為是合理地為受僱於該樓宇的職員及工人提供住宿」。
- (3) 政府租契的批租條款由一份日期為1959年7月7日並在土地註冊處註冊摘要編號為UB302212的修訂書作出修訂, 准許該地段只可被用作一般工業用途。
- (4) 政府租契的批租條款由一份日期為1998年7月27日並在 土地註冊處註冊摘要編號為UB7547270的修訂書再作修 訂,規定在本參考資料上述第(1)、(2)及(3)段列出的政府 契諾已被當作及已經無效。
- (5) 該份日期為1998年7月27日並在土地註冊處註冊摘要編號 為UB7547270的修訂書在附表二再作規定,該地段不得 被用作以下用途以外的任何用途:-
 - (a) 工業或貨倉用途或兩者;
 - (b) 輔助寫字樓及與工業 (或貨倉) 有直接關係的運作;或
- (c) 本契諾 (a) 及 (b) 分條的任何組合,

但不包括任何根據《公眾衛生及市政條例》或其任何修 訂或取代該條例的成文法則下現時或日後宣告為令人厭 惡的行業。

本修訂書的條件在本參考資料下述第 (7) 段所指的豁免期 內獲得豁免。

- (6) 根據一份日期為2014年6月23日並在土地註冊處註冊摘要編號為14071001920028的暫准更改土地用途豁免書(「豁免書」),地政總署署長(「署長」)已批出准許,可按照若干日後獲批准的改建及加建工程圖則而更改在該地段當時的現有建築物作為商舖/餐廳及寫字樓連泊車位的用途(「批准用途」)(該建築物以下稱為「經改裝建築物」)。該等批准用途為豁免書附表A內所列出的經改裝建築物的批准目的的一部分。
- (7) 豁免書只適用於經改裝建築物在該地段存在時,並在以下其中一種情況最早屆滿時提早終止(i) 經改裝建築物被清拆;(ii) 2047年6月30日;或(iii) 經兩份日期分別為1959年7月7日及1998年7月27日的修訂書所修訂的政府租契提早終止(以下統稱**「豁免期」**)。
- (8) 根據豁免書及日後獲批准的改建及加建工程圖則,經改裝建築物可用作批准用途,而擁有人(i)必須在獲得相關政府部門要求的批准後,方可使用他們的單位作豁免書附表A內所列出的任何其他批准目的;及(ii)不可更改他們的單位作本參考資料上述第(5)段所指的用途,除非該地段所有擁有人向署長提出聯合申請。在此情況下,政府可將有關整個該地段(而非只是經改裝建築物內的任何單位或部分)的豁免書終止。
- (9) 經改裝建築物的公契及管理協議規定經改裝建築物的單位用途必須按照日後獲批准的改建及加建工程圖則而符合批准用途,並禁止任何其他違反該限制的用途,而公契管理人獲授權執行該限制。
- (10)經署長以一份日期為2016年8月9日的信件所修訂的豁免 書規定: -
- (a) 該地段及經改裝建築物不可分割份數的擁有人須事 先取得署長的書面同意並遵從若干條件,方可有權出 售、轉讓或以其他方式處置其權益或簽訂任何協議; 及
- (b) 倘若擁有人在任何擬出售或轉讓或處置其權益之前,如作出以下步驟,則被視作為已獲得署長發出書面同意(i)已向地政總署提交一份與地政總署地政處作業備考編號第2/2016號,及其日後不時作出的更改或修訂(「作業備考」)附錄 I 格式相同的申請書,(ii) 在完成轉讓日期7天內送達地政總署一份與作業備考附錄 II 格式相同的承諾書,以向政府及署長作出承諾,作為遵從豁免書及承諾不會使用其單位作為批准用途以外的任何用途,以及(iii) 在土地註冊處登記相關轉讓時,同時將該承諾書的核證副本登記在土地註冊處。

B. 泊車位

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(1) 根據一份日期為1998年7月27日並在土地註冊處註冊摘要編號為UB7547270的修訂書附表二第 (9) 條規定,除非承租人又將該土地的不可分割份數連同已建成或擬建建築物的任何部分的專屬和佔用權同時轉讓、抵押、押記、出租或放棄管有,否則承租人不得轉讓、抵押、押記、出租、放棄管有或以其他方式處置該土地的任何部分或該土地已建成或擬建的建築物或構築物的任何部分,而根據修訂書內的批租條款及契諾,該部分土地的

REFERENCE INFORMATION

參考資料

用途已被撥作或已被指明用作停泊車輛或裝卸貨物的用途,或其中任何權益,或訂立任何協議如此行事。但本契諾的條文並不阻止建築物的任何該部分轉讓、抵押、押記或出租予當時已有該土地的不可分割份數及已是該已建成或擬建的建築物的其他部分的專屬和佔用權的擁有人的任何人。

本修訂書的條件在豁免期內獲得豁免。

(2) 根據一份日期為1998年7月27日並在土地註冊處註冊摘要編號為UB7547270的修訂書附表二第(10)(e)條規定,用作車輛轉動、停泊私家車及輕型貨車和停泊貨車,以及停泊貨車和貨車裝卸貨物的泊車位不得被用作根據《道路交通條例》所發牌的車輛的轉動、泊車及裝卸貨物以外的任何用途,而該等車輛必須屬於該土地已建成或擬建的建築物的擁有人及佔用人及其真正訪客或獲邀請者。該等泊車位尤其是不得用作存放、展示或展覽車輛以供出售或其他用途。

本修訂書的條件在豁免期內獲得豁免。

(3) 根據豁免書條件第(4)(c)條規定,根據豁免書條件第(4) (a)條而停泊車輛的泊車位,不得被用作豁免書內所各自 規定的用途以外的任何用途,尤其是不得用作存放、展 示或展覽車輛以供出售或其他用途。

政府租契部分條文

政府租契規定:「如因應改善殖民地,或不論任何其他公共目的所需,陛下可全權向承租人及其所要求的受讓人在發出三個曆月的通知,並且根據該署長公平客觀地估值該地段及在其上面的建築物,並向承租人作出全面合理的賠償,從而收回、進入及再佔管予以批租的所有土地或任何處所的部分。本項權利一旦行使,本文所訂的年期及產業權將分別終止、終結及無效。」

豁免書部分條文

(1) 豁免書條件第(12)(a)條規定: -

「倘若(i)有任何違反、不履行或不遵從豁免書的任何條款、條件及契諾的情況,或(ii)於任何時間該地段任何部分或現有建築物的任何部分被使用或被准許使用或致使他人使用作任何非法或不道德用途,或作出違反現行任何香港法例、附例、規則、規例或其他成文法則的任何目的,政府可向當時該地段或現有建築物的擁有人發出書面通知而即時終止暫准更改土地用途豁免,但毋損政府根據政府租契可行使的任何權利。」

(2) 豁免書條件第(13)條規定: -

「除非在此另有特別規定,一旦在豁免期屆滿之時或在暫准更改土地用途豁免終止時,該地段將不可被用作批准目的,並須在其後受到政府租契所包含的所有條文、契諾、規定、豁免、保留、權力及條件所規管,包括在政府租契所提述的有關該地段用途的條文。任何為獲得暫准更改土地用途豁免而須支付的行政費用概不退還,而政府亦不會對你或該地段的任何擁有人或該地段其中部分的任何擁有人或任何其他人作出任何形式的補償。」

(3) 豁免書條件第(18)條規定: -

「在批出暫准更改土地用途豁免後,你若出售,轉讓或以其他方式處置該地段及現有建築物的任何部分,或該地段及現有建築物的任何不可分割份數,或該地段及現有建築物的任何權益,或訂立任何協議如此行事,豁免書的條款、條件及契諾須被視作已為給予、並由該地段及現有建築物或該地段及現有建築物任何部分的所有擁有人共同及各別負責和履行。」

6. 賣方:

利達高發展有限公司、康裕企業有限公司及順盛企業有限公司 (其控權公司均為恒基兆業地產有限公司)

7. 賣方律師行:

羅文錦律師樓

8. 改建及加建工程的認可人士:

科栢國際顧問有限公司的陳昌成先生

9. 改建及加建工程後的認可人士:

余蕭鍾建築師有限公司的鍾振球先生

10. 改建及加建工程的承建商:

恒達建築有限公司

11. 改建及加建工程的完工日期: 2015年8月7日

物業設計用途

1. 商舖 / 餐廳樓層:

部分地下作商舖/餐廳用途。

地下商舖/餐廳A

樓高約4.3米至5.7米(樓面至樓面高度)。

地下商舖/餐廳B

樓高約2.7米至5.7米(樓面至樓面高度)。

2. 寫字樓樓層:

共24層。

5樓至13樓、15樓至23樓及25樓至30樓作寫字樓用途 (不設 14樓及24樓)。

每層樓高約3.5米(樓面至樓面高度)。

註:「樓面至樓面高度」指該樓層之石屎地台面與對上一層石 屎地台面之高度距離。

3 停車場

部分地下、1樓、2樓及3樓設計為停車場,作泊車用途。

參考資料

4. 樓面承重力:

商舖/餐廳樓層:5kPa

5樓至13樓、15樓至23樓及25樓至30樓: 7.5kPa (不設14樓及24樓)

5. 公用地方與設施:

A. 屋苑公用地方與設施

指擬供屋苑整體 (而不限於屋苑任何個別部分) 公用及共享的屋苑地方與設施,包括但不限於:-

- (a) 地基、柱、樑、樓板及不屬於或不構成停車場、寫字樓發 展或商業發展一部分的其他結構性支承物及結構構件;
- (b) 斜坡及護土牆 (如有的話);
- (c) 屋苑4樓及其以下的外牆(包括在其上的覆蓋層及建築鱗片和特色,但不包括廣告牌);
- (d) 提供安裝或使用天線廣播分導或電訊網絡設施的地方;
- (e) 所有在附連於公契的圖則上顯示為屋苑公用地方的部分;
- (f) 公共天線、污水管、排水渠、雨水渠、水道、電纜、喉管、電線、管槽、總冲廁水管、總食水管、機械設備和 其他類似的裝置、設施或服務;及
- (g) 由首位擁有人按照公契的條款在任何時候指定用作屋苑 公用地方與設施的額外地方、裝置及設施。

B. 寫字樓公用地方與設施

指擬供寫字樓單位整體(而不限於任何個別寫字樓單位,而每個寫字樓單位的擁有人及佔用人須與其他寫字樓單位的擁有人及佔用人一同享用)公用及共享的寫字樓發展的地方與設施,包括但不限於:-

- (a) 不構成寫字樓單位的屋苑5樓及其以上的外牆,包括其玻璃幕牆結構(但不包括玻璃幕牆結構可開啟的部分,以及完全包圍或面向寫字樓單位的玻璃嵌板,而上述可開啟的部分及玻璃嵌板是屬於及組成有關寫字樓單位的部分)、在其上的覆蓋層及建築鱗片和特色,以及冷氣機平台;
- (b) 在附連於公契的圖則上顯示為寫字樓公用地方的部分;
- (c) 所有電線、電纜、導管、喉管、排水渠,以及專屬寫字 樓單位整體的所有機電裝置及設備;及
- (d) 由首位擁有人按照公契的條款在任何時候指定用作寫字 樓公用地方與設施的額外地方、裝置及設施。

C. 商業公用地方與設施

指擬供商業單位整體(而不限於任何個別商業單位,而每個商業單位的擁有人及佔用人須與其他商業單位的擁有人及佔用人一同享用)公用及共享的商業發展的地方與設施,包括但不限於:-

- (a) 在附連於公契的圖則上顯示為商業公用地方的部分;
- (b) 所有電線、電纜、導管、喉管、排水渠,以及專屬商業 單位整體的所有機電裝置及設備;及
- (c) 由首位擁有人按照公契的條款在任何時候指定用作商業 公用地方與設施的額外地方、裝置及設施。

物業管理

1. 物業管理公司:

恒益物業管理有限公司(公契管理人)

2. 管理期限:

首屆任期由公契日期起計為期兩年,其後續任至按公契的條文終止管理人的委任為止。管理人的酬金為全年管理總支出的百分之十(10%)。

3. 預算管理費由簽訂公契日期起計:

商舖/餐廳樓層:

以每平方呎建築面積計為每月約港幣 \$1.75元。

5樓至13樓、15樓至23樓及25樓至30樓 (不設14樓及24樓):

以每平方呎建築面積計為每月約港幣\$2.55元。

管理費由賣方發出入伙通知信內指定日期起由各業主負責支付。

由入伙紙發出日期起計至賣方向各業主發出入伙通知信期間,管理模式及管理費用概由賣方及管理公司協定, 該段期間根據實際支出由賣方支付。

4. 每個單位於簽立轉讓契時須繳付的費用:

管理費按金:

相等於三個月管理費。

首次支出及開支須繳付的費用/泥頭清理費:

相等於一個月管理費 (不能轉讓及不作退還)。

特別基金:

相等於兩個月管理費。

公用設計按金:

根據公用水錶及電錶,按金按適當比例而攤分予每戶的款額。

5. 裝修期按金: 港幣5,000元。

備註

- 1. 本預算乃以2017年第一季之物價水平所釐訂,於大廈入 伙通知信發出日期後,公契管理人可能需要酌情及可根 據公契調整預算管理費。
- 2. 本大廈所有單位之管理費均以上期繳付為原則。

對買家之重要提示

- 1. 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。
- 2. 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。
- 3. 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。

REFERENCE INFORMATION

參考資料

- 4. 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。
- 5. 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。

備註:

本參考資料的中英文文本如有歧義,一概以英文文本為準。

FITTING & FINISHES

建築材料及設備説明

External Wall:

Aluminum cladding, curtain wall, window wall, external wall tiles and external wall painting.

Internal Wall:

Internal walls are finished with emulsion paint on cement sand and gypsum plaster for each office unit.

Flooring:

Flooring is finished with cement sand screed finish for each office unit.

Unit Main Entrance:

Fire rated entrance door to be installed at each office unit.

Washroom inside Unit:

Washroom at each office unit finished with homogenous tiles to wall and floor. Gypsum board ceiling with lighting provided. Sanitary wares provided.

Common Washrooms:

Common washrooms at typical floor finished with homogenous tiles to wall and floor. Gypsum board ceiling with air conditioning system and lighting provided. Sanitary wares provided.

Shop Washroom:

Shop Washroom finished with homogenous tiles to wall and floor. Gypsum board ceiling with lighting provided. Sanitary wares provided.

Air-conditioning System:

VRF multi-split type air conditioners to be provided in each office unit for 5/F - 7/F (Unit A, B, C only) and 28/F - 30/F (formerly known as 26/F - 28/F). Split type air conditioners to be provided in each office unit for 5/F - 7/F (Unit D, E, F only), 8/F - 13/F, 15/F - 23/F (formerly known as 14/F - 22/F) and 25/F - 27/F (formerly known as 23/F - 25/F).

Main Roof:

Flooring to be finished with composite wood decking. Wall to be finished with spray paint, tiles and composite wood.

G/F Main Entrance Lobby:

Flooring finished with marble and ceramic tiles. Wall finished with marble, mirror, glass and stainless steel. Ceiling finished with gypsum board with emulsion paint finish and stainless steel. Air conditioning and lighting to be installed.

Office Floor Lift Lobbies & Corridors:

Flooring finished with homogenous tiles. Wall finished with homogenous tiles, glass, stainless steel panel and wood veneered panel. Ceiling with mirror finish stainless steel and wood veneered panel. Air conditioning system and lighting to be installed.

_ifts:

4 nos. of "Fujitec" lifts for office floors to be installed with CCTV system.

Gondola:

Gondola system with davit arms to be provided.

Power Supply:

Main electricity switch provided. Individual owner applies for electricity meter.

Water Supply:

Individual water meter to be located in water meter cabinet.

TV Facility:

Communal TV antenna points (including digital terrestrial television) are provided for each unit.

Telephone & Broadband Network:

Telephone & Broadband network point to be reserved for individual owner's application for the services.

Free Wi-Fi access for G/F Lobby.

Fire Services:

Sprinkler system, FH/HR system, fire alarm system and fire detection system to be provided for building.

FITTING & FINISHES

建築材料及設備説明

外牆:

外牆安裝鋁質飾板、玻璃幕牆、玻璃窗、外牆磚及外牆油漆。

內牆

各單位內牆英泥沙底纖維灰批盪,面髹乳膠漆。

抽台

各單位地台英泥沙漿批盪。

單位入口:

各單位大門裝妥防火門。

單位內洗手間:

各單位洗手間的地面和牆身鋪砌人造瓷磚。石膏板天花面髹 乳膠漆,並提供燈飾。提供衛生設備。

公用洗手間

寫字樓公用洗手間的地面和牆身鋪砌人造瓷磚;裝妥石膏板 天花面,並提供冷氣和燈飾。提供衛生設備。

商舗洗手間:

商舗洗手間的地面和牆身鋪砌人造瓷磚。石膏板天花面髹乳 膠漆,並提供燈飾。提供衛生設備。

冷氣設備:

5至7樓(只限於A、B、C單位)及28至30樓(舊稱:26至28樓)的各單位會安裝VRF多重分體式冷氣機,而5至7樓(只限於D、E、F單位),8至13樓,15至23樓(舊稱:14至22樓)及25至27樓(舊稱:23至25樓)的各單位則安裝分體式冷氣機。

天台:

地台鋪砌環保木條。牆身為噴漆及鋪砌磁磚和環保木條。

地下入口大堂:

地面鋪砌雲石及瓷磚;牆身鋪砌雲石、鏡面、玻璃及不銹鋼;石膏板天花面髹乳膠漆及以不銹鋼作裝飾;提供冷氣和 燈飾。

寫字樓層電梯大堂及走廊:

地面鋪砌人造磚;牆身鋪砌人造磚、玻璃、不銹鋼及木皮飾 板面;天花為鏡面不銹鋼、木皮飾面;提供冷氣和燈飾。

升降機:

各寫字樓層裝設4部"富士達"升降機連閉路電視系統。

吊船:

提供吊船系統與davit式吊臂。

供電:

預設總掣供用戶自行申請獨立電錶。

供水設備:

水錶櫃設置獨立水錶。

電視天線:

各單位預留公共天線接位(包括數碼地面電視廣播)。

電話及寬頻網絡系統:

各單位均預留可接駁電話及寬頻網絡系統線路,供用戶自行申請接駁。地下大堂位置設有免費Wi-Fi。

消防系統:

樓宇裝妥消防花灑系統,消防龍頭/喉轆系統,火警警報系統 及火警偵測系統。

Remarks: The Development reserves full rights, based on actual circumstance or in accordance with the Architect's direction, to substitute other materials of comparable quality for the intended materials listed above

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附註:發展商保留一切權利,按實際情況或按照則師指示以同等質素之建築材料及設備代替上述所列項目。

IMPORTANT NOTES:

- 1. All information, photos, maps, charts, plans and artist's impressions etc, are for reference only. Some photos, maps, artist's impressions and plans have been tuned by computer retouching for better visual effects. They are for reference only and shall not constitute or be construed as giving any undertaking, representation or warranty. The overall development scheme of the property site, its surrounding areas and environment are subject to the final approval and amendment(s) by the relevant Government authorities. For the best knowledge of the property site, its surroundings and environment, visit in person is strongly advised. Readers are invited to make enquiries to sales personnel or consult relevant professionals for verification of doubts or particulars of specific items.
- 2. The Developer reserves the right to make without prior notice modification and changes to the facilities, materials, building designs and layouts of this Development, which are subject to the provisions upon handover of the units.
- 3. All information contained in this Sales Brochure shall be subject to the final plans approved by the relevant Government authorities and legal documentation.
- 4. All information given in this Sales Brochure shall be subject to the terms and conditions of Government Grant and its related documents, the formal Agreement for Sale and Purchase and the Deed of Mutual Covenant incorporating Management Agreement.
- 5. Date of printing of this Sales Brochure: 24th April 2017

重要聲明

- 1. 本售樓説明書內所載資料、相片、地圖、圖表、平面圖及印象示意圖等均僅供參考,部分相片、地圖、印象示意圖及平面圖已由電腦作畫面處理以達至較佳之視覺效果,並不構成或不應被視為任何承諾、陳述或保證。有關本物業及其周邊地區環境之整體發展或規劃當按照政府有關部門最後之批准及修訂為準,如欲了解物業之實地情況及周邊地區環境,務請親自查察為要。如有疑問或欲知個別內容之詳情,請向售樓人員或有關行業之專業人士詢問查證。
- 2. 本物業的設施、用料、設計等均以入伙時所提供為準,發展商保留一切權利,按實際情況需要作出改動,而無須另行通知。
- 3. 本售樓説明書內一切資料須以政府相關部門最後批准之圖則及法律文件為準。
- 4. 本售樓説明書內所有資料將根據政府租契及其相關文件、正式買賣合約及公契及管理合約條款為準。
- 5. 本售樓説明書之印製日期:2017年4月24日

銷售代理 Sales Agent:



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