Cullinan Harbour 天璽海

SALES BROCHURE 售樓說明書

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES
一手住宅物業買家須知

You are advised to take the following steps before purchasing first-hand residential properties.

For all first-hand residential properties

1. **Important information**
   - Make reference to the materials available on the Sales of First-hand Residential Properties Electronic Platform (SRPE) (www.srpe.gov.hk) on the first-hand residential property market.
   - Study the information on the website designated by the vendor for the development, including the sales brochure, price lists, documents containing the sales arrangements, and the register of transactions of a development.
   - Sales brochure for a development will be made available to the general public at least 7 days immediately before a date of sale while price list and sales arrangements will be made available at least 3 days immediately before the date of sale.
   - Information on transactions can be found on the register of transactions on the website designated by the vendor for the development and the SRPE.

2. **Fees, mortgage loan and property price**
   - Calculate the total expenses of the purchase, such as solicitors' fees, mortgage charges, insurance fees and stamp duties.
   - Check with banks to find out if you will be able to obtain the needed mortgage loan, select the appropriate payment method and calculate the amount of the mortgage loan to ensure it is within your repayment ability.
   - Check recent transaction prices of comparable properties for comparison.
   - Check with the vendor or the estate agent the estimated management fee, the amount of management fee payable in advance (if any), special fund payable (if any), the amount of reimbursement of the deposits for water, electricity and gas (if any), and/or the amount of debris removal fee (if any) you have to pay to the vendor or the manager of the development.

3. **Price list, payment terms and other financial incentives**
   - Vendors may not offer to sell all the residential properties that are covered in a price list. To know which residential properties the vendors may offer to sell, pay attention to the sales arrangements which will be announced by the vendors at least 3 days before the relevant residential properties are offered to be sold.
   - Pay attention to the terms of payment as set out in a price list. If there are discounts on the price, gift, or any financial advantage or benefit to be made available in connection with the purchase of the residential properties, such information will also be set out in the price list.
   - If you intend to opt for any mortgage loan plans offered by financial institutions specified by the vendor, before entering into a preliminary agreement for sale and purchase (PASP), you must study the details of various mortgage loan plans[1] as set out in the price list concerned. If you have any questions about these mortgage loan plans, you should check with the financial institutions concerned direct before entering into a PASP.

4. **Property area and its surroundings**
   - Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property - (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property - air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.
   - Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property[2]. The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
   - Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

5. **Sales brochure**
   - Ensure that the sales brochure obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
   - In respect of an uncompleted development, the vendor may alter the building plans (if any) whenever the vendor considers necessary. To know the latest information of an uncompleted development, keep paying attention to any revised sales brochures made available by the vendor.
   - Read through the sales brochure and in particular, check the following information in the sales brochure -
     - whether there is a section on "relevant information" in the sales brochure, under which information on any matter that is known to the vendor but is not known to the general public, and is likely to materially affect the enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as "relevant information";
     - the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest residential floor of the building. This will help you visualize the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named;
     - interior and exterior fittings and finishes and appliances;
     - the basis on which management fees are shared;
     - whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and
     - whether individual owners have responsibility to maintain slopes.

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1 The details of various mortgage loan plans include the requirements for mortgagors on minimum income level, the loan limit under the first mortgage and second mortgage, the maximum loan repayment period, the change of mortgage interest rate throughout the entire repayment period, and the payment of administrative fees.

2 According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following –
(i) the external dimensions of each residential property;
(ii) the internal dimensions of each residential property;
(iii) the thickness of the internal partitions of each residential property;
(iv) the external dimensions of individual compartments in each residential property.
According to section 10(3) in Part 1 of Schedule 1 to the Ordinance, if any information required by section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance is provided in the approved building plans for the development, a floor plan must state the information as so provided.

6. Government land grant and deed of mutual covenant (DMC)

- Read the Government land grant and the DMC (or the draft DMC). Information such as ownership of the rooftop and external walls can be found in the DMC. The vendor will provide copies of the Government land grant and the DMC (or the draft DMC) at the place where the sale is to take place for free inspection by prospective purchasers.
- Check the Government land grant on whether individual owners are liable to pay Government rent.
- Check the DMC on whether animals can be kept in the residential property.

7. Information on Availability of Residential Properties for Selection at Sales Office

- Check with the vendor which residential properties are available for selection. If a "consumption table" is displayed by the vendor at the sales office, you may check from the table information on the progress of sale on a date of sale, including which residential properties are offered for sale at the beginning of that date of sale and which of them have been selected and sold during that date of sale.
- Do not believe in rumours about the sales condition of the development and enter into a PASP rashly.

8. Register of Transactions

- Pay attention to the register of transactions for a development. A vendor must, within 24 hours after entering into a PASP with a purchaser, enter transaction information of the PASP in the register of transactions. The vendor must, within 1 working day after entering into an agreement for sale and purchase (ASP), enter transaction information of the ASP in the register of transactions. Check the register of transactions for the concerned development to learn more about the sales condition of the development.
- Never take the number of registrations of intent or cashier orders a vendor has received for the purpose of registration as an indicator of the sales volume of a development. The register of transactions for a development is the most reliable source of information from which members of the public can grasp the daily sales condition of the development.

9. Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- Pay attention to the vendor's right to alter the building plans (if any) for an uncompleted development. The mandatory provisions to be incorporated in an ASP for uncompleted development as required by the Ordinance include a provision requiring the vendor to notify the purchaser in writing of such alteration if the same affects in any way the property within 14 days after its having been approved by the Building Authority.
- A preliminary deposit of **5%** of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.
- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit (i.e. 5% of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.
- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.
- The deposit should be made payable to the solicitors' firm responsible for stakeholding purchasers' payments for the property.

10. Expression of intent of purchasing a residential property

- Note that vendors (including their authorized representative(s)) should not seek or accept any specific or general expression of intent of purchasing any residential property before the relevant price lists for such properties are made available to the public. You therefore should not make such an offer to the vendors or their authorized representative(s).
- Note that vendors (including their authorized representative(s)) should not seek or accept any specific expression of intent of purchasing a particular residential property before the sale of the property has commenced. You therefore should not make such an offer to the vendors or their authorized representative(s).

11. Appointment of estate agent

- Note that if the vendor has appointed one or more than one estate agents to act in the sale of any specified residential property in the development, the price list for the development must set out the name of all the estate agents so appointed as at the date of printing of the price list.
- You may appoint any estate agent (not necessarily from those estate agency companies appointed by the vendor) to act in the purchase of any specified residential property in the development, and may also not appoint any estate agent to act on your behalf.
- Before you appoint an estate agent to look for a property, you should -
  - find out whether the agent will act on your behalf only. If the agent also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest;
  - find out whether any commission is payable by you to the estate agent and, if so, its amount and the time of payment; and
  - note that only licensed estate agents or salespersons may accept your appointment. If in doubt, you should request the estate agent or salesperson to produce his/her Estate Agent Card, or check the Licence List on the Estate Agents Authority website: www.eaa.org.hk.

12. Appointment of solicitor

- Consider appointing your own solicitor to protect your interests. If the solicitor also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest.
- Compare the charges of different solicitors.

<u>For first-hand uncompleted residential properties</u>

13. Pre-sale Consent

- For uncompleted residential property under the Lands Department Consent Scheme, seek confirmation from the vendor whether the "Pre-sale Consent" has been issued by the Lands Department for the development.

14. Show flats

- While the vendor is not required to make any show flat available for viewing by prospective purchasers or the general public, if the vendor wishes to make available show flats of a specified residential property, the vendor must first of all make available an unmodified show flat of that residential property and that, having made available such unmodified show flat, the vendor may then make available a modified show flat of that residential property. In this connection, the vendor is allowed to make available more than one modified show flat of that residential property.
- If you visit the show flats, you should always look at the unmodified show flats for comparison with the modified show flats. That said, the Ordinance does not restrict the discretion of the vendor in arranging the sequence of the viewing of unmodified and modified show flats.
- Sales brochure of the development should have been made available to the public when the show flat is made available for viewing. You are advised to get a copy of the sales brochure and make reference to it when viewing the show flats.
- You may take measurements in modified and unmodified show flats, and take photographs or make video recordings of unmodified show flats, subject to reasonable restriction(s) which may be set by the vendor for ensuring safety of the persons viewing the show flat.

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES
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For first-hand uncompleted residential properties and completed residential properties pending compliance

15. Estimated material date and handing over date

- Check the estimated material date[3] for the development in the sales brochure.
  - ➢ The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is normally later than the former. However, the handing over date may be earlier than the estimated material date set out in the sales brochure in case of earlier completion of the development.
- Handing over date
  - ➢ The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document/a Certificate of Compliance or the Director of Lands' Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
    - ◇ For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or
    - ◇ For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within 6 months after the issue of the Occupation Document including Occupation Permit.
  - ➢ The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring completion of the sale and purchase within 14 days after the date of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.
- Authorized Person (AP) may grant extension(s) of time for completion of the development beyond the estimated material date.
  - ➢ The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision that the AP of a development may grant an extension of time for completion of the development beyond the estimated material date having regard to delays caused exclusively by any one or more of the following reasons:
    - ◇ strike or lock-out of workmen;
    - ◇ riots or civil commotion;
    - ◇ force majeure or Act of God;
    - ◇ fire or other accident beyond the vendor's control;
    - ◇ war; or
    - ◇ inclement weather.
  - ➢ The AP may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
  - ➢ The mandatory provisions to be incorporated in an ASP as required by the Ordinance also include a provision requiring the vendor to, within 14 days after the issue of an extension of time granted by the AP, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the vendor if there are any questions on handing over date.

For first-hand completed residential properties

16. Vendor's information form

- Ensure that you obtain the "vendor's information form(s)" printed within the previous 3 months in relation to the residential property/properties you intend to purchase.

17. Viewing of property

- Ensure that, before you purchase a residential property, you are arranged to view the residential property that you would like to purchase or, if it is not reasonably practicable to view the property in question, a comparable property in the development, unless you agree in writing that the vendor is not required to arrange such a comparable property for viewing for you. You are advised to think carefully before signing any waiver.
- You may take measurements, take photographs or make video recordings of the property, unless the property is held under a tenancy or reasonable restriction(s) is/are needed to ensure safety of the persons viewing the property.

For complaints and enquiries relating to the sales of first-hand residential properties by the vendors which the Ordinance applies, please contact the Sales of First-hand Residential Properties Authority -

Website	: www.srpa.gov.hk
Telephone	: 2817 3313
Email	: enquiry_srpa@hd.gov.hk
Fax	: 2219 2220

Other useful contacts:

Consumer Council	
Website	: www.consumer.org.hk
Telephone	: 2929 2222
Email	: cc@consumer.org.hk
Fax	: 2856 3611

Estate Agents Authority	
Website	: www.eaa.org.hk
Telephone	: 2111 2777
Email	: enquiry@eaa.org.hk
Fax	: 2598 9596

Real Estate Developers Association of Hong Kong	
Telephone	: 2826 0111
Fax	: 2845 2521

Sales of First-hand Residential Properties Authority
March 2023

3 Generally speaking, "material date" means the date on which the conditions of the land grant are complied with in respect of the development, or the date on which the development is completed in all respects in compliance with the approved building plans or the conditions subject to which the certificate of exemption is issued. For details, please refer to section 2 of the Ordinance.

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES
一手住宅物業買家須知

您在購置一手住宅物業之前，應留意下列事項：

<u>適用於所有一手住宅物業</u>

1. 重要資訊
- 瀏覽一手住宅物業銷售資訊網(下稱「銷售資訊網」)(網址 ： www.srpe.gov.hk)，參考「銷售資訊網」內有關一手住宅物業的市場資料。
- 閱覽賣方就該發展項目所指定的互聯網網站內的有關資訊，包括售樓說明書、價單、載有銷售安排的文件，及成交紀錄冊。
- 發展項目的售樓說明書，會在該項目的出售日期前最少七日向公眾發布，而有關價單和銷售安排，亦會在該項目的出售日期前最少三日公布。
- 在賣方就有關發展項目所指定的互聯網網站，以及「銷售資訊網」內，均載有有關物業成交資料的成交紀錄冊，以供查閱。

2. 費用、按揭貸款和樓價
- 計算置業總開支，包括律師費、按揭費用、保險費，以及印花稅。
- 向銀行查詢可否取得所需的按揭貸款，然後選擇合適的還款方式，並小心計算按揭貸款金額，以確保貸款額沒有超出本身的負擔能力。
- 查閱同類物業最近的成交價格，以作比較。
- 向賣方或地產代理瞭解，您須付予賣方或該發展項目的管理人的預計的管理費、管理費上期金額(如有)、特別基金金額(如有)、補還的水、電力及氣體按金(如有)，以及/或清理廢料的費用(如有)。

3. 價單、支付條款，以及其他財務優惠
- 賣方未必會把價單所涵蓋的住宅物業悉數推售，因此應留意有關的銷售安排，以了解賣方會推售的住宅物業為何。賣方會在有關住宅物業推售日期前最少三日公布銷售安排。
- 留意價單所載列的支付條款。倘買家可就購置有關住宅物業而連帶獲得價格折扣、贈品，或任何財務優惠或利益，上述資訊亦會在價單內列明。
- 如您擬選用由賣方指定的財務機構提供的各類按揭貸款計劃，在簽訂臨時買賣合約前，應先細閱有關價單內列出的按揭貸款計劃資料[1]。如就該些按揭貸款計劃的詳情有任何疑問，應在簽訂臨時買賣合約前，直接向有關財務機構查詢。

4. 物業的面積及四周環境
- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎/ 每平方米售價。根據《一手住宅物業銷售條例》(第621章)(下稱「條例」)，賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i)露台；(ii)工作平台；以及(iii)陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。
- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部和內部尺寸[2]。售樓說明書所提供有關住宅物業外部和內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。
- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境(包括交通和社區設施)；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

5. 售樓說明書
- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 如屬未落成發展項目，賣方在認為有需要時可改動建築圖則(如有的話)，因此應留意由賣方提供的任何經修改的售樓說明書，以了解有關未落成發展項目的最新資料。
- 閱覽售樓說明書，並須特別留意以下資訊：
  - 售樓說明書內有否關於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享用有關住宅物業造成重大影響的事宜的資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」；
  - 橫截面圖會顯示有關建築物相對毗連該建築物的每條街道的橫截面，以及每條上述街道與已知基準面和該建築物最低的一層住宅樓層的水平相對的水平。橫截面圖能以圖解形式，顯示出建築物最低一層住宅樓層和街道水平的高低差距，不論該最低住宅樓層以何種方式命名；
  - 室內和外部的裝置、裝修物料和設備；
  - 管理費按甚麼基準分擔；
  - 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支，以及有關公眾休憩用地或公共設施的位置；以及
  - 小業主是否須要負責維修斜坡。

6. 政府批地文件和公契
- 閱覽政府批地文件和公契(或公契擬稿)。公契內載有天台和外牆業權等相關資料。賣方會在售樓處提供政府批地文件和公契(或公契擬稿)的複本，供準買家免費閱覽。
- 留意政府批地文件內所訂明小業主是否須要負責支付地稅。
- 留意公契內訂明有關物業內可否飼養動物。

7. 售樓處內有關可供揀選住宅物業的資料
- 向賣方查詢清楚有哪些一手住宅物業可供揀選。若賣方在售樓處內展示「消耗表」，您可從該「消耗表」得悉在每個銷售日的銷售進度資料，包括在該個銷售日開始時有哪些住宅物業可供出售，以及在該個銷售日內有哪些住宅物業已獲揀選及售出。
- 切勿隨便相信有關發展項目銷情的傳言，倉卒簽立臨時買賣合約。

8. 成交紀錄冊
- 留意發展項目的成交紀錄冊。賣方須於臨時買賣合約訂立後的24小時內，於紀錄冊披露該臨時買賣合約的資料，以及於買賣合約訂立後一個工作天內，披露該買賣合約的資料。您可透過成交紀錄冊得悉發展項目的銷售情況。
- 切勿將賣方接獲用作登記的購樓意向書或本票的數目視為銷情指標。發展項目的成交紀錄冊才是讓公眾掌握發展項目每日銷售情況的最可靠資料來源。

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1 按揭貸款計劃的資料包括有關按揭貸款計劃對借款人的最低收入的要求、就第一按揭連同第二按揭可獲得的按揭貸款金額上限、最長還款年期、整個還款期內的按揭利率變化，以及申請人須繳付的手續費。

2 根據條例附表1第1部第10(2)(d)條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項—
(i) 每個住宅物業的外部尺寸；
(ii) 每個住宅物業的內部尺寸；
(iii) 每個住宅物業的內部間隔的厚度；
(iv) 每個住宅物業內個別分隔室的外部尺寸。
根據條例附表1第1部第10(3)條，如有關發展項目的經批准的建築圖則，提供條例附表1第1部第10(2)(d)條所規定的資料，樓面平面圖須述明如此規定的該資料。

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES
一手住宅物業買家須知

9. 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在臨時買賣合約和買賣合約上列明。
- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積，而該面積通常較該物業的實用面積為大。
- 留意賣方有權改動未落成發展項目的建築圖則(如有的話)。如屬未落成發展項目，條例規定物業的買賣合約須載有強制性條文，列明如有關改動在任何方面對該物業造成影響，賣方須在改動獲建築事務監督批准後的14 日內，將該項改動以書面通知買家。
- 訂立臨時買賣合約時，您須向擁有人(即賣方)支付樓價**5%** 的臨時訂金。
- 如您在訂立臨時買賣合約後**五個工作日**(工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子) 之內，沒有簽立買賣合約，該臨時買賣合約即告終止，有關臨時訂金(即樓價的5%)會被沒收，而擁有人(即賣方)不得因您沒有簽立買賣合約而對您提出進一步申索。
- 在訂立臨時買賣合約後的五個工作日之內，倘您簽立買賣合約，則擁有人(即賣方)必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。
- 有關的訂金，應付予負責為所涉物業擔任保證金保存人的律師事務所。

10. 表達購樓意向

- 留意在賣方(包括其獲授權代表)就有關住宅物業向公眾提供價單前，賣方不得尋求或接納任何對有關住宅物業的購樓意向(不論是否屬明確選擇購樓意向)。因此您不應向賣方或其授權代表提出有關意向。
- 留意在有關住宅物業的銷售開始前，賣方(包括其獲授權代表)不得尋求或接納任何對該物業的有明確選擇購樓意向。因此您不應向賣方或其授權代表提出有關意向。

11. 委託地產代理

- 留意倘賣方委任一個或多於一個地產代理，以協助銷售其發展項目內任何指明住宅物業，該發展項目的價單必須列明在價單印刷日期當日所有獲委任為地產代理的姓名/ 名稱。
- 您可委託任何地產代理(不一定是賣方所指定的地產代理)，以協助您購置發展項目內任何指明住宅物業；您亦可不委託任何地產代理。
- 委託地產代理以物色物業前，您應該—
  - ➢ 了解該地產代理是否只代表您行事。該地產代理若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益；
  - ➢ 了解您須否支付佣金予該地產代理。若須支付，有關的佣金金額和支付日期為何；以及
  - ➢ 留意只有持牌地產代理或營業員才可以接受您的委託。如有疑問，應要求該地產代理或營業員出示其「地產代理證」，或瀏覽地產代理監管局的網頁(網址：www.eaa.org.hk)，查閱牌照目錄。

12. 委聘律師

- 考慮自行委聘律師，以保障您的利益。該律師若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益。
- 比較不同律師的收費。

<u>適用於一手未落成住宅物業</u>

13. 預售樓花同意書

- 洽購地政總署「預售樓花同意方案」下的未落成住宅物業時，應向賣方確認地政總署是否已就該發展項目批出「預售樓花同意書」。

14. 示範單位

- 賣方不一定須設置示範單位供準買家或公眾參觀，但賣方如為某指明住宅物業設置示範單位，必須首先設置該住宅物業的無改動示範單位，才可設置該住宅物業的經改動示範單位，並可以就該住宅物業設置多於一個經改動示範單位。
- 參觀示範單位時，務必視察無改動示範單位，以便與經改動示範單位作出比較。然而，條例並沒有限制賣方安排參觀無改動示範單位及經改動示範單位的先後次序。
- 賣方設置示範單位供公眾參觀時，應已提供有關發展項目的售樓說明書。因此，緊記先行索取售樓說明書，以便在參觀示範單位時參閱相關資料。
- 您可以在無改動示範單位及經改動示範單位中進行量度，並在無改動示範單位內拍照或拍攝影片，惟在確保示範單位參觀者人身安全的前提下，賣方可能會設定合理的限制。

<u>適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業</u>

15. 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期[3]。
  - ➢ 售樓說明書中有關發展項目的預計關鍵日期並不等同買家的「收樓日期」。買家的「收樓日期」一般會較發展項目的預計關鍵日期遲。然而，假若發展項目比預期早落成，「收樓日期」可能會較售樓說明書列出的預計關鍵日期為早。
- 收樓日期
  - ➢ 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意(視屬何種情況而定)。
    - ◇ 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意書發出後的一個月內(以較早者為準)，就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
    - ◇ 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件(包括佔用許可證)發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。
  - ➢ 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。
- 認可人士可批予在預計關鍵日期之後完成發展項目
  - ➢ 條例規定買賣合約須載有強制性條文，列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
    - ◇ 工人罷工或封閉工地；
    - ◇ 暴動或內亂；
    - ◇ 不可抗力或天災；
    - ◇ 火警或其他賣方所不能控制的意外；
    - ◇ 戰爭；或
    - ◇ 惡劣天氣。
  - ➢ 發展項目的認可人士可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。
  - ➢ 條例規定買賣合約須載有強制性條文，列明賣方須於認可人士批予延期後的14日內，向買家提供有關延期證明書的文本。
- 如對收樓日期有任何疑問，可向賣方查詢。

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3 一般而言，「關鍵日期」指該項目符合批地文件的條件的日期，或該項目在遵照經批准的建築圖則的情況下或按照豁免證明書的發出的條件在各方面均屬完成的日期。有關詳情請參閱條例第 2 條。

適用於一手已落成住宅物業

16. 賣方資料表格

- 確保取得最近三個月內印製有關您擬購買的一手已落成住宅物業的「賣方資料表格」。

17. 參觀物業

- 購置住宅物業前，確保已獲安排參觀您打算購置的住宅物業。倘參觀有關物業並非合理地切實可行，則應參觀與有關物業相若的物業，除非您以書面同意賣方無須開放與有關物業相若的物業供您參觀。您應仔細考慮，然後才決定是否簽署豁免上述規定的書面同意。
- 除非有關物業根據租約持有，或為確保物業參觀者的人身安全而須設定合理限制，您可以對該物業進行量度、拍照或拍攝影片。

任何與賣方銷售受條例所規管的一手住宅物業有關的投訴和查詢，請與一手住宅物業銷售監管局聯絡。

網址	: www.srpa.gov.hk
電話	: 2817 3313
電郵	: enquiry_srpa@hd.gov.hk
傳真	: 2219 2220

其他相關聯絡資料：

消費者委員會

網址	: www.consumer.org.hk
電話	: 2929 2222
電郵	: cc@consumer.org.hk
傳真	: 2856 3611

地產代理監管局

網址	: www.eaa.org.hk
電話	: 2111 2777
電郵	: enquiry@eaa.org.hk
傳真	: 2598 9596

香港地產建設商會

電話	: 2826 0111
傳真	: 2845 2521

一手住宅物業銷售監管局
2023年3月

INFORMATION ON THE PHASE
期數的資料

Name of the Phase of Development

Phase 2B (the "Phase") of Cullinan Harbour Development (the "Development")
(Tower 8 & Tower 9/9A* of the residential development in the Phase are called "Cullinan Harbour")

Name of the Street and the Street Number

26 Shing Fung Road

Total Number of storeys of each multi-unit building

Tower 8:	23 storeys
Tower 9/9A*:	
Tower 9:	23 storeys
Tower 9A:	21 storeys

Note: The above number of storeys excluded basement floors (B2/F & B1/F), LG/F, G/F, 1/F, transfer plate, roof, intermediate roof, upper roof & top roof

Floor numbering in each multi-unit building as provided in the approved building plans for the Phase

Tower 8:	2/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-28/F & roof
Tower 9/9A*:	
Tower 9:	2/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-28/F & roof
Tower 9A:	2/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-26/F & roof

Omitted floor numbers in each multi-unit building in which the floor numbering is not in consecutive order

Tower 8:	4/F, 13/F, 14/F & 24/F are omitted
Tower 9/9A*:	4/F, 13/F, 14/F & 24/F are omitted

Refuge floor (if any) of each multi-unit building

Not Applicable

Notes:

1. * 'Tower 9/9A' comprises 'Tower 9' and 'Tower 9A'

發展項目期數名稱

天璽·海發展項目(「發展項目」) 的第2B期 (「期數」)
(期數中住宅發展項目的第8座 及 第9座/9A座*稱為「天璽·海」)

街道名稱及門牌號數

承豐道26號

每幢多單位建築物的樓層總數

第8座：	23層
第9/9A座*：	
第9座:	23層
第9A座:	21層

備註: 上述樓層數目不包括地庫樓層 (地庫2層 及 地庫1層)、低層地下、地下、1樓、轉換層、天台、中層天台、上層天台 及 頂層天台

期數的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數

第8座：	2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓 及 天台
第9座/9A座*：	
第9座：	2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓 及 天台
第9A座：	2樓至3樓、5樓至12樓、15樓至23樓、25樓至26樓 及 天台

每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數

第8座：	不設 4 樓、13 樓、14 樓 及 24樓
第9/9A座*：	不設 4 樓、13 樓、14 樓 及 24樓

每幢多單位建築物內的庇護層 (如有的話)

不適用

備註：

1. *「第9/9A座」包含「第9座」及「第9A座」

INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE PHASE
賣方及有參與期數的其他人的資料

Vendor
Well Capital (H.K.) Limited

Holding companies of the Vendor
Sun Hung Kai Properties Limited
Time Effort Limited
Trade Up Ventures Limited

Authorized Person for the Phase
Chen Yat Ching Philip

The firm or corporation of which the Authorized Person for the Phase is a proprietor, director or employee in his professional capacity
Wong Tung & Partners Limited

Building Contractor for the Phase
Sanfield Engineering Construction Limited

The firms of solicitors acting for the owner in relation to the sale of residential properties in the Phase
Woo Kwan Lee & Lo
Johnson Stokes & Master
Sit, Fung, Kwong & Shum

Authorized institution that has made a loan, or has undertaken to provide finance, for the construction of the Phase
Not Applicable

Any other person who has made a loan for the construction of the Phase
Sun Hung Kai Properties Holding Investment Limited

賣方
華榮(香港)有限公司

賣方的控權公司
新鴻基地產發展有限公司
Time Effort Limited
Trade Up Ventures Limited

期數的認可人士
陳一貞

期數的認可人士以其專業身份擔任經營人、董事或僱員的商號或法團
王董建築師事務有限公司

期數的承建商
新輝城建工程有限公司

就期數中的住宅物業的出售而代表擁有人行事的律師事務所
胡關李羅律師行
孖士打律師行
薛馮鄺岑律師行

已為期數的建造提供貸款或已承諾為該項建造提供融資的認可機構
不適用

已為期數的建造提供貸款的任何其他人
Sun Hung Kai Properties Holding Investment Limited

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE
有參與期數的各方的關係

(a)	The Vendor or a Building Contractor for the Phase is an individual, and that Vendor or contractor is an immediate family member of an Authorized Person for the Phase.	Not Applicable
(b)	The Vendor or a Building Contractor for the Phase is a partnership, and a partner of that Vendor or contractor is an immediate family member of such an Authorized Person.	Not Applicable
(c)	The Vendor or a Building Contractor for the Phase is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of such an Authorized Person.	No
(d)	The Vendor or a Building Contractor for the Phase is an individual, and that Vendor or contractor is an immediate family member of an associate of such an Authorized Person.	Not Applicable
(e)	The Vendor or a Building Contractor for the Phase is a partnership, and a partner of that Vendor or contractor is an immediate family member of an associate of such an Authorized Person.	Not Applicable
(f)	The Vendor or a Building Contractor for the Phase is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of an associate of such an Authorized Person.	No
(g)	The Vendor or a Building Contractor for the Phase is an individual, and that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase.	Not Applicable
(h)	The Vendor or a Building Contractor for the Phase is a partnership, and a partner of that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase.	Not Applicable
(i)	The Vendor or a Building Contractor for the Phase is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of a proprietor of such a firm of solicitors.	No
(j)	The Vendor, a holding company of the Vendor, or a Building Contractor for the Phase, is a private company, and an Authorized Person for the Phase, or an associate of such an Authorized Person, holds at least 10% of the issued shares in that Vendor, holding company or contractor.	No
(k)	The Vendor, a holding company of the Vendor, or a Building Contractor for the Phase, is a listed company, and such an Authorized Person, or such an associate, holds at least 1% of the issued shares in that Vendor, holding company or contractor.	No
(l)	The Vendor or a Building Contractor for the Phase is a corporation, and such an Authorized Person, or such an associate, is an employee, director or secretary of that Vendor or contractor or of a holding company of that Vendor.	No
(m)	The Vendor or a Building Contractor for the Phase is a partnership, and such an Authorized Person, or such an associate, is an employee of that Vendor or contractor.	Not Applicable
(n)	The Vendor, a holding company of the Vendor, or a Building Contractor for the Phase, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase holds at least 10% of the issued shares in that Vendor, holding company or contractor.	No
(o)	The Vendor, a holding company of the Vendor, or a Building Contractor for the Phase, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that Vendor, holding company or contractor.	No
(p)	The Vendor or a Building Contractor for the Phase is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that Vendor or contractor or of a holding company of that Vendor.	No
(q)	The Vendor or a Building Contractor for the Phase is a partnership, and a proprietor of such a firm of solicitors is an employee of that Vendor or contractor.	Not Applicable
(r)	The Vendor or a Building Contractor for the Phase is a corporation, and the corporation of which an Authorized Person for the Phase is a director or employee in his or her professional capacity is an associate corporation of that Vendor or contractor or of a holding company of that Vendor.	No
(s)	The Vendor or a Building Contractor for the Phase is a corporation, and that contractor is an associate corporation of that Vendor or of a holding company of that Vendor.	The Building Contractor is an associate corporation of the Vendor and its holding companies.

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE
有參與期數的各方的關係

(a)	賣方或有關期數的承建商屬個人，並屬該期數的認可人士的家人。	不適用
(b)	賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的家人。	不適用
(c)	賣方或該期數的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的家人。	否
(d)	賣方或該期數的承建商屬個人，並屬上述認可人士的有聯繫人士的家人。	不適用
(e)	賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人。	不適用
(f)	賣方或該期數的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的有聯繫人士的家人。	否
(g)	賣方或該期數的承建商屬個人，並屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	不適用
(h)	賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	不適用
(i)	賣方或該期數的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述律師事務所的經營人的家人。	否
(j)	賣方、賣方的控權公司或有關期數的承建商屬私人公司，而該期數的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少10%的已發行股份。	否
(k)	賣方、賣方的控權公司或該期數的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少1%的已發行股份。	否
(l)	賣方或該期數的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書。	否
(m)	賣方或該期數的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方或承建商的僱員。	不適用
(n)	賣方、賣方的控權公司或該期數的承建商屬私人公司，而就該期數中的住宅物業的出售而代表擁有人行事的律師事務所的經營人持有該賣方、控權公司或承建商最少10%的已發行股份。	否
(o)	賣方、賣方的控權公司或該期數的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份。	否
(p)	賣方或該期數的承建商屬法團，而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書。	否
(q)	賣方或該期數的承建商屬合夥，而上述律師事務所的經營人屬該賣方或承建商的僱員。	不適用
(r)	賣方或該期數的承建商屬法團，而該期數的認可人士以其專業身分擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團。	否
(s)	賣方或該期數的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。	承建商屬賣方及其控權公司的有聯繫法團。

INFORMATION ON DESIGN OF THE PHASE
期數的設計的資料

There are curtain walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部分的幕牆。

The thickness of the curtain walls of each block is 200mm.
每棟建築物的幕牆的厚度為200毫米。

Schedule of total area of the curtain walls of each residential property
每個住宅物業的幕牆的總面積表

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
TOWER 8 第 8 座	2/F-3/F & 5/F-8/F 2 樓至 3 樓 及 5 樓至 8 樓	A	1.383
		B	1.413
		C	0.875
	9/F-12/F, 15/F-23/F & 25/F-26/F 9 樓至 12 樓、 15 樓至 23 樓 及 25 樓至 26 樓	A	1.945
		B	1.973
	27/F 27 樓	SKY MANOR	3.782
	28/F 28 樓	SKYPLEX	4.915

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
TOWER 9 第 9 座	2/F-3/F & 5/F-8/F 2 樓至 3 樓 及 5 樓至 8 樓	A	2.010
		B	2.896
	9/F 9 樓	A	3.567
		B	2.896
	10/F 10 樓	A	3.605
		B	2.896
	11/F 11 樓	A	3.642
		B	2.896
	12/F 12 樓	A	3.687
		B	2.896

INFORMATION ON DESIGN OF THE PHASE
期數的設計的資料

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
TOWER 9 第 9 座	15/F 15 樓	A	3.731
		B	2.896
	16/F 16 樓	A	3.770
		B	2.896
	17/F 17 樓	A	3.796
		B	2.896
	18/F 18 樓	A	3.811
		B	2.896
	19/F 19 樓	A	3.804
		B	2.896
	20/F 20 樓	A	3.782
		B	2.896

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
TOWER 9 第 9 座	21/F 21 樓	A	3.749
		B	2.896
	22/F 22 樓	A	3.702
		B	2.896
	23/F 23 樓	A	3.642
		B	2.896
	25/F 25 樓	A	3.537
		B	2.896
	26/F 26 樓	HARBOUR MANOR	6.642
	27/F-28/F 27 樓至 28 樓	HARBOUR SKYPLEX	15.066

INFORMATION ON DESIGN OF THE PHASE
期數的設計的資料

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
TOWER 9A 第 9A 座	2/F-3/F & 5/F-8/F 2 樓至 3 樓 及 5 樓至 8 樓	A	0.952
		B	1.067
		C	0.822
	9/F 9 樓	A	1.432
		B	1.068
	10/F-12/F, 15/F-23/F & 25/F 10 樓至 12 樓、 15 樓至 23 樓 及 25 樓	A	1.432
		B	1.068

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
TOWER 9A 第 9A 座	26/F 26 樓	A	1.431
		B	1.068

INFORMATION ON DESIGN OF THE PHASE
期數的設計的資料

There are non-structural prefabricated external walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部分的非結構的預製外牆。

The thickness of the non-structural prefabricated external walls of each block is 150mm.
每棟建築物的非結構的預製外牆的厚度為150毫米。

Schedule of total area of the non-structural prefabricated external walls of each residential property
每個住宅物業的非結構的預製外牆的總面積表

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積(平方米)
TOWER 8 第 8 座	2/F-3/F & 5/F-8/F 2 樓至 3 樓 及 5 樓至 8 樓	A	0.473
		B	0.000
		C	0.000
	9/F-12/F, 15/F-23/F & 25/F-26/F 9 樓至 12 樓、 15 樓至 23 樓 及 25 樓至 26 樓	A	0.259
		B	0.000
	27/F 27 樓	SKY MANOR	0.258
	28/F 28 樓	SKYPLEX	0.258

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積(平方米)
TOWER 9 第 9 座	2/F-3/F & 5/F-8/F 2 樓至 3 樓 及 5 樓至 8 樓	A	1.414
		B	1.401
	9/F 9 樓	A	1.167
		B	1.401
	10/F 10 樓	A	1.167
		B	1.401
	11/F 11 樓	A	1.167
		B	1.401
	12/F 12 樓	A	1.167
		B	1.401

INFORMATION ON DESIGN OF THE PHASE
期數的設計的資料

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
TOWER 9 第 9 座	15/F 15 樓	A	1.167
		B	1.401
	16/F 16 樓	A	1.167
		B	1.401
	17/F 17 樓	A	1.167
		B	1.401
	18/F 18 樓	A	1.167
		B	1.401
	19/F 19 樓	A	1.167
		B	1.401
	20/F 20 樓	A	1.167
		B	1.401

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
TOWER 9 第 9 座	21/F 21 樓	A	1.167
		B	1.401
	22/F 22 樓	A	1.167
		B	1.401
	23/F 23 樓	A	1.167
		B	1.401
	25/F 25 樓	A	1.167
		B	1.401
	26/F 26 樓	HARBOUR MANOR	1.220
	27/F-28/F 27 樓至 28 樓	HARBOUR SKYPLEX	0.932

INFORMATION ON DESIGN OF THE PHASE
期數的設計的資料

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積(平方米)
TOWER 9A 第 9A 座	2/F-3/F & 5/F-8/F 2 樓至 3 樓 及 5 樓至 8 樓	A	0.619
		B	0.996
		C	0.000
	9/F 9 樓	A	0.619
		B	0.996
	10/F-12/F, 15/F-23/F & 25/F 10 樓至 12 樓、 15 樓至 23 樓 及 25 樓	A	0.619
		B	0.996

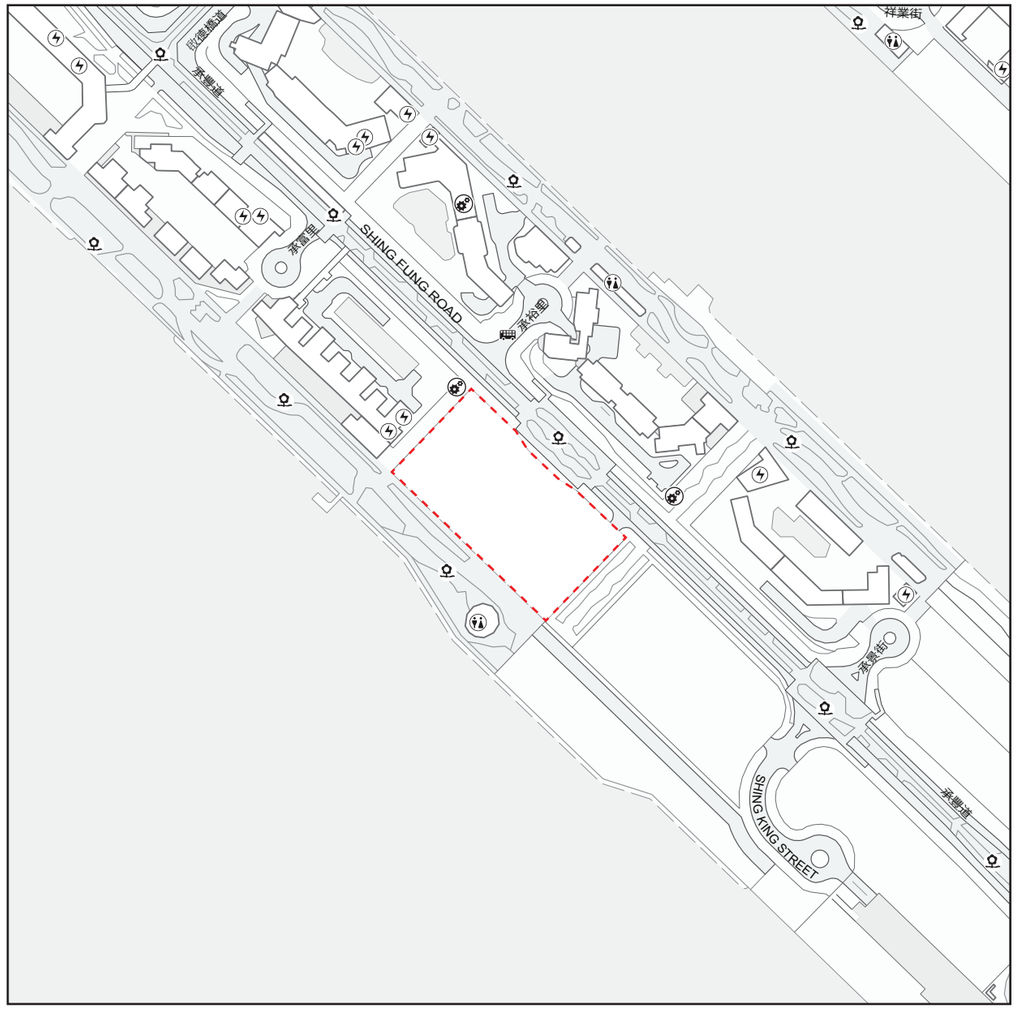
Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積(平方米)
TOWER 9A 第 9A 座	26/F 26 樓	A	0.619
		B	0.996

INFORMATION ON PROPERTY MANAGEMENT
物業管理的資料

The Manager appointed under the deed of mutual covenant that has been executed :
Infinite Carat Living Limited

根據已簽立的公契獲委任的管理人:
玥璽服務有限公司

LOCATION PLAN OF THE DEVELOPMENT
發展項目的所在位置圖



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This Location Plan is prepared by the Vendor with reference to the Digital Topographic Map No. T11-NE-C dated 12 March 2026 from Survey and Mapping Office of the Lands Department, with adjustments where necessary.

此位置圖是由賣方擬備並參考地政總署測繪處於2026年3月12日出版之數碼地形圖，圖幅編號T11-NE-C，有需要處經修正處理。

NOTATION 圖例

- Power Plant (including Electricity Sub-stations)
  發電廠(包括電力分站)
- Public Convenience
  公廁
- Public Transport Terminal (including Rail Station)
  公共交通總站(包括鐵路車站)
- Public Utility Installation
  公用事業設施裝置
- Public Park
  公園

Street name(s) not shown in full in the Location Plan of the Development:
於發展項目的所在位置圖未能顯示之街道全名：

CHEUNG YIP STREET	**祥業街**	KAI TAK BRIDGE ROAD	**啓德橋道**
SHING FU LANE	**承富里**	SHING YU LANE	**承裕里**

Location of the Development
發展項目的位置

SCALE **比例**

0 50 100 150 200 250m (米)

The map is provided by the CSDI Portal and intellectual property rights are owned by the Government of the HKSAR.
地圖由空間數據共享平台提供，香港特別行政區政府為知識產權擁有人。

Notes:

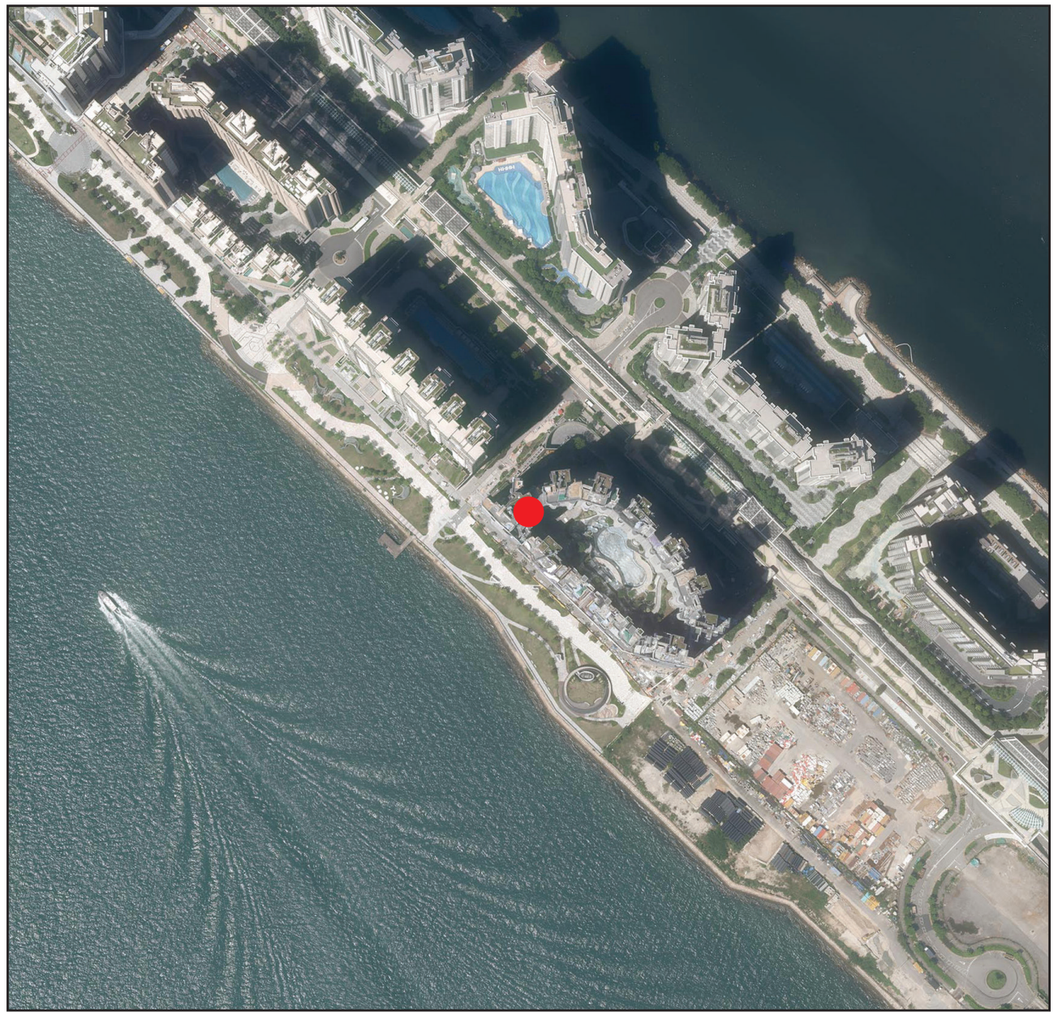
1. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.
2. The Location Plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

備註：

1. 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。

2. 由於發展項目的邊界不規則的技術原因，此位置圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

AERIAL PHOTOGRAPH OF THE PHASE
期數的鳥瞰照片



Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet, photo No. E259876C, date of flight: 12 September 2025.
摘錄自地政總署測處在6,900呎的飛行高度拍攝之鳥瞰照片，照片編號E259876C，飛行日期 ：2025年9月12日。

Location of the Phase
期數的位置

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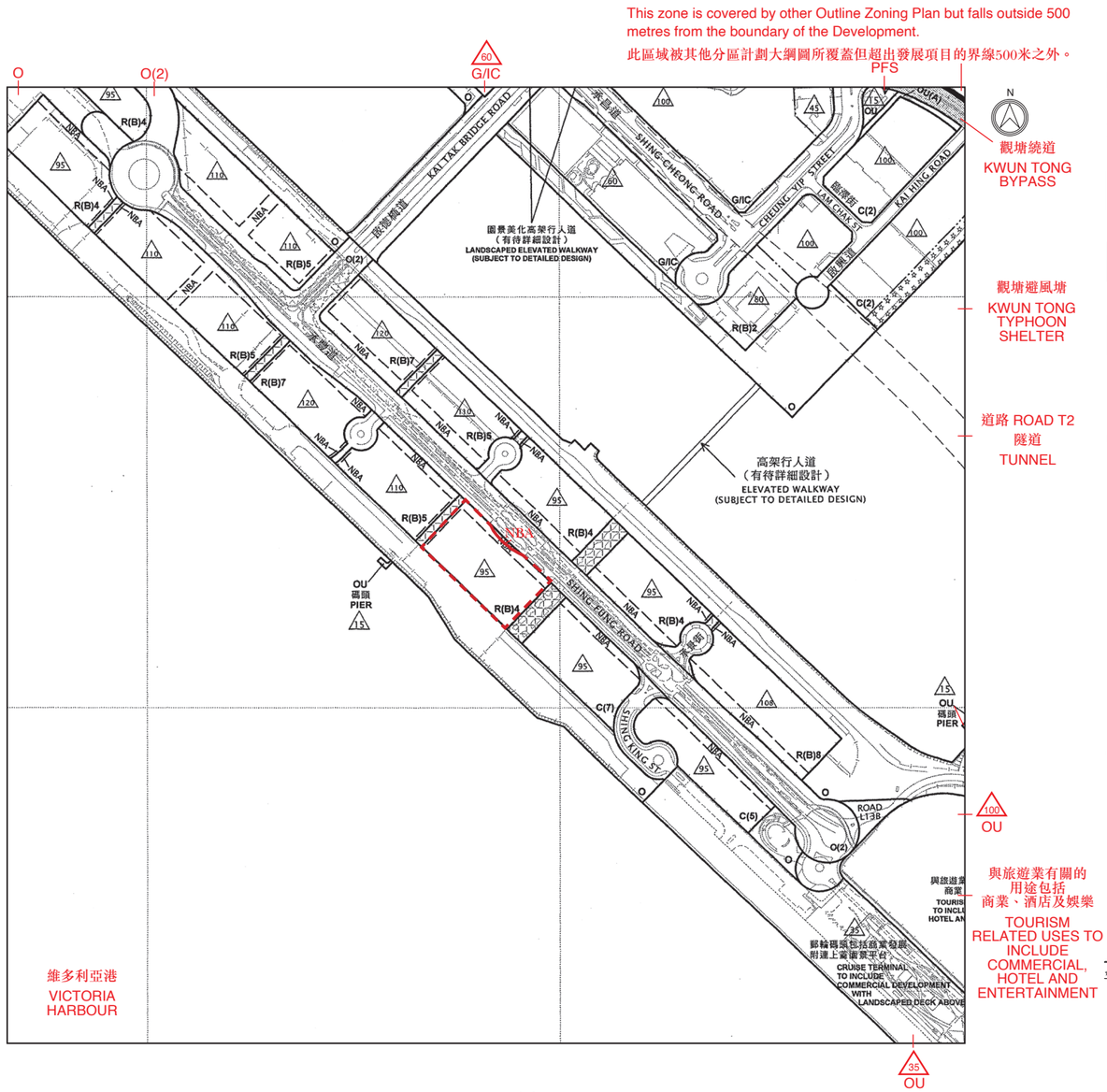
香港特別行政區政府地政總署測繪處©版權所有，未經許可，不得複製。

Notes:
1. Copy of the Aerial Photograph of the Phase is available for free inspection at the sales office during opening hours.
2. 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.
3. The Aerial Photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Phase is irregular.

備註：
1. 期數的鳥瞰照片之副本可於售樓處開放時間內免費查閱。
2. 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於期數的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

OUTLINE ZONING PLAN RELATING TO THE DEVELOPMENT
關乎發展項目的分區計劃大綱圖



NOTATION 圖例

ZONES 地帶

C	Commercial 商業	O	Open Space 休憩用地
R(B)	Residential (Group B) 住宅（乙類）	OU	Other Specified Uses 其他指定用途
G/IC	Government, Institution or Community 政府、機構或社區	OU(A)	Other Specified Uses (Amenity Area) 其他指定用途(美化市容地帶)

COMMUNICATIONS 交通

- Major Road and Junction 主要道路及路口
- Elevated Road 高架道路
- Pedestrian Precinct/Street 行人專用區/街道

MISCELLANEOUS 其他

- Boundary of Planning Scheme 規劃範圍界線
- Building Height Control Zone Boundary 建築物高度管制區界線
- 15 — Maximum Building Height (in metres above Principal Datum) 最高建築物高度 (在主水平基準上若干米)
- PFS — Petrol Filling Station 加油站
- Area Designated for 'Waterfront Promenade' 指定為「海濱長廊」的地區
- NBA — Non-building Area 非建築用地

Location of the Development
發展項目的位置

SCALE 比例 0 100 200 300 400 500m（米）

Adopted from part of the approved Kai Tak Outline Zoning Plan, Plan No. S/K22/8, gazetted on 28 October 2022, with adjustments where necessary as shown in red.

摘錄自2022年10月28日刊憲之啟德分區計劃大綱核准圖，圖則編號為S/K22/8，有需要處經修正處理，以紅色表示。

The plan, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with the permission of the Director of Lands. © The Government of Hong Kong SAR.

大綱圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。

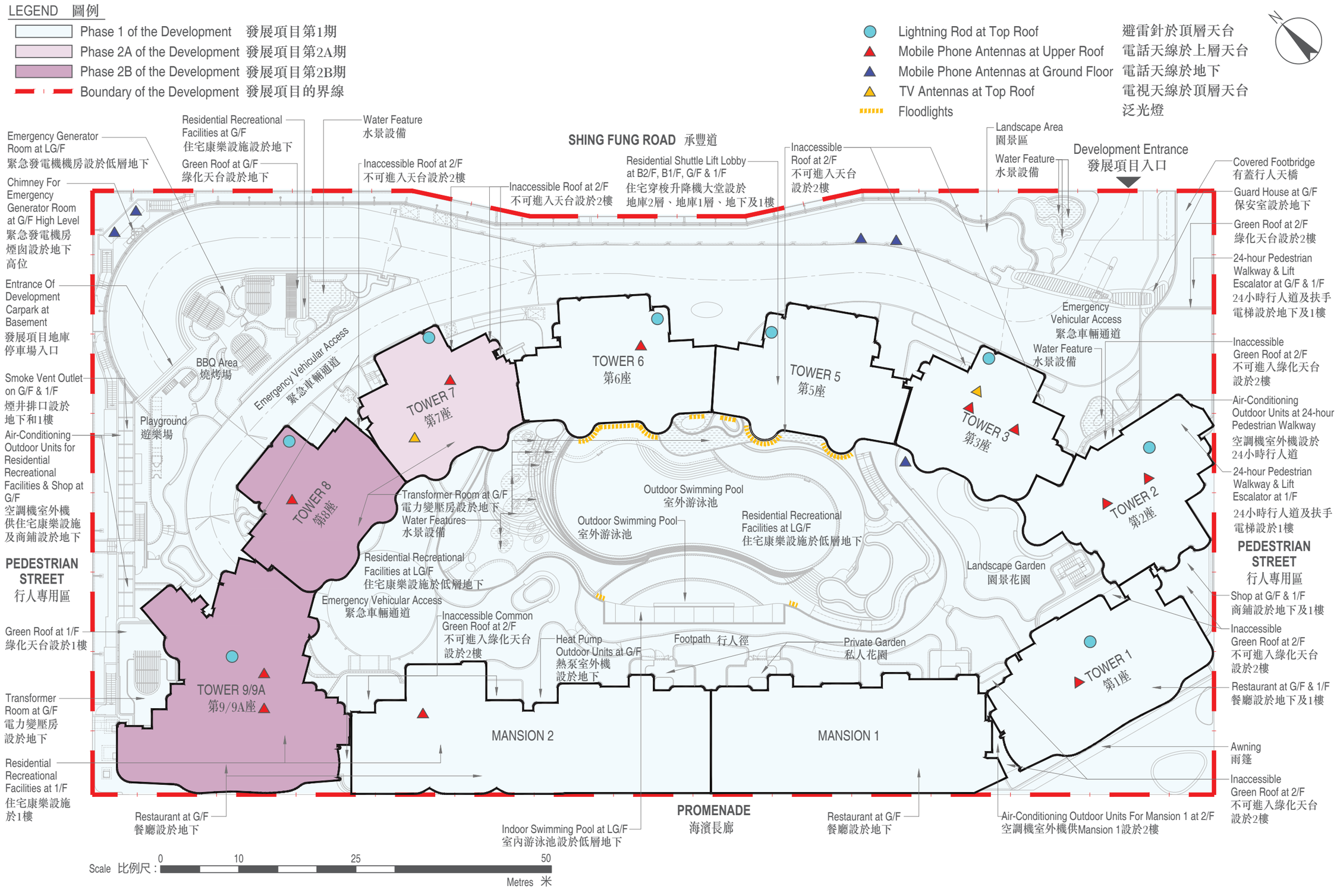
Notes:

1. The latest updated Outline Zoning Plan and the attached schedule as at the date of printing of the sales brochure are available for free inspection at the sales office during opening hours.
2. 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.
3. The Outline Zoning Plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

備註：

1. 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
2. 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於發展項目的邊界不規則的技術原因，此分區計劃大綱圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

LAYOUT PLAN OF THE DEVELOPMENT
發展項目的布局圖



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FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

LEGEND OF TERMS AND ABBREVIATIONS FOR FLOOR PLANS:
樓面平面圖中所使用名詞及簡稱之圖例：

ACPF	= AIR-CONDITIONER PLATFORM	冷氣機平台
ACCESS PANEL FOR FILTRATION PLANT PIT BELOW	= ACCESS PANEL FOR FILTRATION PLANT PIT BELOW	供過濾機坑置下的檢修門
ACCESS PANEL FOR PIPE WELL	= ACCESS PANEL FOR PIPE WELL	供管道井的檢修門
AD	= AIR DUCT	風管
AD RM FOR RSMMR	= AIR DUCT ROOM FOR REFUSE STORAGE AND MATERIAL RECOVERY ROOM	垃圾及物料回收室風管房
AF	= ARCHITECTURAL FEATURE	建築裝飾
AF ABOVE AT X/F ONLY	= ARCHITECTURAL FEATURE ABOVE AT X/F ONLY	建築裝飾置上只於X樓
AF PIPE ENCLOSURE	= ARCHITECTURAL FEATURE PIPE ENCLOSURE	封閉式建築裝飾管道
AW	= ACOUSTIC WINDOW (BAFFLE TYPE)	減音窗(擋音式)
AW AT X/F - X/F	= ACOUSTIC WINDOW (BAFFLE TYPE) AT X/F - X/F	減音窗(擋音式) 於X樓至X樓
BAL	= BALCONY	露台
BAL LINE ABOVE	= BALCONY LINE ABOVE	露台界線置上
BATH	= BATHROOM	浴室
BATH 1	= BATHROOM 1	浴室1
BATH 2	= BATHROOM 2	浴室2
BATH 3	= BATHROOM 3	浴室3
BATH 4	= BATHROOM 4	浴室4
BR1	= BEDROOM 1	睡房1

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4. The internal ceiling height within some units may vary due to structural, architectural and/or decoration design variations.
5. There may be communal pipes and/or mechanical and electrical services within the balcony, utility platform, verandah, flat roof and roof of some units.
6. Balconies, utility platforms and verandah are non-enclosed areas.

1. 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、坐廁、花灑、洗滌盆櫃等乃摘自最新的經批准的建築圖則，只作一般性標誌。
2. 部份樓層外牆或設有建築裝飾及外露喉管/ 管道。
3. 部份單位之客廳、飯廳、睡房、士多房、廚房、浴室、洗手間、儲物間及/ 或走廊，或設有假天花及上層跌級樓板，內裝有冷氣系統及/ 或其他機電設備。
4. 部份單位之天花高度將會因應結構、建築設計及/ 或裝修設計上的需要而有差異。
5. 部份單位之露台、工作平台、陽台、平台及天台內或裝有公用喉管及/ 或其他機電設備。
6. 露台、工作平台及陽台為不可封閉的地方。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

LEGEND OF TERMS AND ABBREVIATIONS FOR FLOOR PLANS:
樓面平面圖中所使用名詞及簡稱之圖例：

BR2	= BEDROOM 2	睡房2
BR3	= BEDROOM 3	睡房3
BR4	= BEDROOM 4	睡房4
BUILDING LINE AT X/F ONLY	= BUILDING LINE AT X/F ONLY	建築物界線只於X樓
COMMON AREA	= COMMON AREA	公共地方
COVER FOR AF BELOW	= COVER FOR ARCHITECTURAL FEATURE BELOW	建築裝飾上蓋置下
COVER FOR BAL BELOW	= COVER FOR BALCONY BELOW	露台上蓋置下
COVER FOR U.P. BELOW	= COVER FOR UTILITY PLATFORM BELOW	工作平台上蓋置下
DN	= DOWN	落
ED	= ELECTRIC DUCT	電線槽
ELE	= ELECTRICAL CABINET	電掣櫃
ELECT ROOM	= ELECTRICAL ROOM	電掣房
ELV	= EXTRA-LOW VOLTAGE CABLE DUCT	特低壓電線槽
EMC	= ELECTRIC METER CABINET	電錶櫃
FAM	= FAMILY ROOM	家庭房
FAN ROOM FOR RSMRR	= FAN ROOM FOR REFUSE STORAGE AND MATERIAL RECOVERY ROOM	垃圾及物料回收室風機房
FIREMAN'S LIFT LOBBY	= FIREMAN'S LIFT LOBBY	消防員升降機大堂
FLAT ROOF	= FLAT ROOF	平台

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4. The internal ceiling height within some units may vary due to structural, architectural and/or decoration design variations.
5. There may be communal pipes and/or mechanical and electrical services within the balcony, utility platform, verandah, flat roof and roof of some units.
6. Balconies, utility platforms and verandah are non-enclosed areas.

1. 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、坐廁、花灑、洗滌盆櫃等乃摘自最新的經批准的建築圖則，只作一般性標誌。
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3. 部份單位之客廳、飯廳、睡房、士多房、廚房、浴室、洗手間、儲物間及/ 或走廊，或設有假天花及上層跌級樓板，內裝有冷氣系統及/ 或其他機電設備。
4. 部份單位之天花高度將會因應結構、建築設計及/ 或裝修設計上的需要而有差異。
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FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

LEGEND OF TERMS AND ABBREVIATIONS FOR FLOOR PLANS:
樓面平面圖中所使用名詞及簡稱之圖例：

FOYER	= FOYER	門廊
GREEN ROOF	= GREEN ROOF	綠化天台
HR	= HOSE REEL	消防喉轆
HR AT H/L	= HOSE REEL AT HIGH LEVEL	消防喉轆於高位
JACUZZI	= JACUZZI	按摩池
KIT	= KITCHEN	廚房
LAV	= LAVATORY	洗手間
LAWN	= LAWN	草地
LIFT	= LIFT	升降機
LIFT LOBBY	= LIFT LOBBY	升降機大堂
LIFT SHAFT	= LIFT SHAFT	升降機槽
LIV / DIN	= LIVING & DINING ROOM	客飯廳
LMR	= LIFT MACHINE ROOM	升降機機房
M BATH	= MASTER BATHROOM	主人浴室
MBR	= MASTER BEDROOM	主人睡房
ML AT H/L	= METAL LOUVRE AT HIGH LEVEL	金屬百葉於高位
NON-COVERED BAL AT X/F	= NON-COVERED BALCONY AT X/F	無蓋露台只於X樓
O KIT	= OPEN KITCHEN	開放式廚房

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1. 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、坐廁、花灑、洗滌盆櫃等乃摘自最新的經批准的建築圖則，只作一般性標誌。
2. 部份樓層外牆或設有建築裝飾及外露喉管/ 管道。
3. 部份單位之客廳、飯廳、睡房、士多房、廚房、浴室、洗手間、儲物間及/ 或走廊，或設有假天花及上層跌級樓板，內裝有冷氣系統及/ 或其他機電設備。
4. 部份單位之天花高度將會因應結構、建築設計及/ 或裝修設計上的需要而有差異。
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6. 露台、工作平台及陽台為不可封閉的地方。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

LEGEND OF TERMS AND ABBREVIATIONS FOR FLOOR PLANS:
樓面平面圖中所使用名詞及簡稱之圖例：

P	= PLANTER	花槽
PD	= PIPE DUCT	管道槽
PIPE WELL	= PIPE WELL	管道井
PIPE WELL BELOW	= PIPE WELL BELOW	管道井置下
POOL	= POOL	游泳池
POWDER RM	= POWDER ROOM	化妝間
POTABLE & FLUSHING WATER TANK AND PUMP ROOM	= POTABLE & FLUSHING WATER TANK AND PUMP ROOM	飲用水及沖廁水箱及水泵房
PRIVATE LIFT LOBBY	= PRIVATE LIFT LOBBY	私人升降機大堂
ROOF	= ROOF	天台
RSMRR	= REFUSE STORAGE AND MATERIAL RECOVERY ROOM	垃圾及物料回收房
STO	= STORE	士多房
STUDY ROOM	= STUDY ROOM	書房
SUNSHADE	= SUNSHADE	遮陽棚
TRELLIS ABOVE	= TRELLIS ABOVE	花棚置上
TRELLIS FOR GROWING OF GREENERY	= TRELLIS FOR GROWING OF GREENERY	用於綠化植物生長的花棚
UP	= UP	上
U.P.	= UTILITY PLATFORM	工作平台
UTR	= UTILITY ROOM	工作間

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6. Balconies, utility platforms and verandah are non-enclosed areas.

1. 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、坐廁、花灑、洗滌盆櫃等乃摘自最新的經批准的建築圖則，只作一般性標誌。
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4. 部份單位之天花高度將會因應結構、建築設計及/ 或裝修設計上的需要而有差異。
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6. 露台、工作平台及陽台為不可封閉的地方。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

LEGEND OF TERMS AND ABBREVIATIONS FOR FLOOR PLANS:
樓面平面圖中所使用名詞及簡稱之圖例：

VENT PIPE SHAFT FOR PIPE WELL	= VENT PIPE SHAFT FOR PIPE WELL	管道井風管槽
VER	= VERANDAH	陽台
VOID	= VOID	中空
VOID ABOVE	= VOID ABOVE	中空置上
WATER TANK AND POTABLE WATER PUMP ROOM	= WATER TANK AND POTABLE WATER PUMP ROOM	水箱和飲用水泵房
WATER TANK ROOM	= WATER TANK ROOM	水箱房
WIC	= WALK IN CLOSET	衣帽間
WMC	= WATER METER CABINET	水錶櫃

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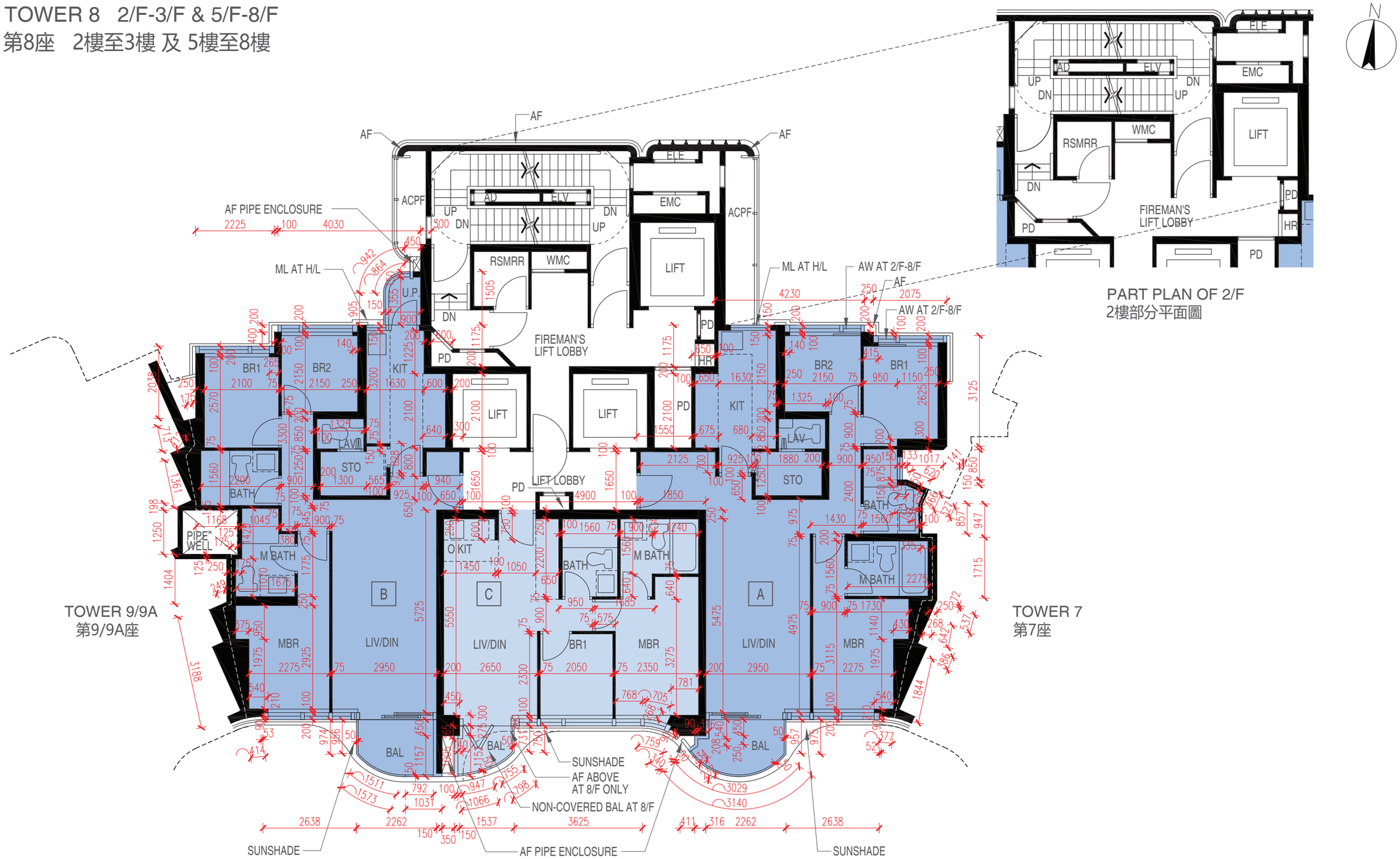
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 8 2/F-3/F & 5/F-8/F
第8座 2樓至3樓 及 5樓至8樓



Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

AL06

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位		
			A	B	C
TOWER 8 第8座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	2/F-3/F & 5/F-7/F 2樓至3樓 及 5樓至7樓	2850, 2950, 3200, 3300	2850, 2950, 3300	2950, 3200, 3300.
		8/F 8樓	2850, 2950, 3200, 3300	2950, 3200, 3300	2950, 3200, 3300.
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	2/F-3/F & 5/F-8/F 2樓至3樓 及 5樓至8樓	150, 175	150, 175	225

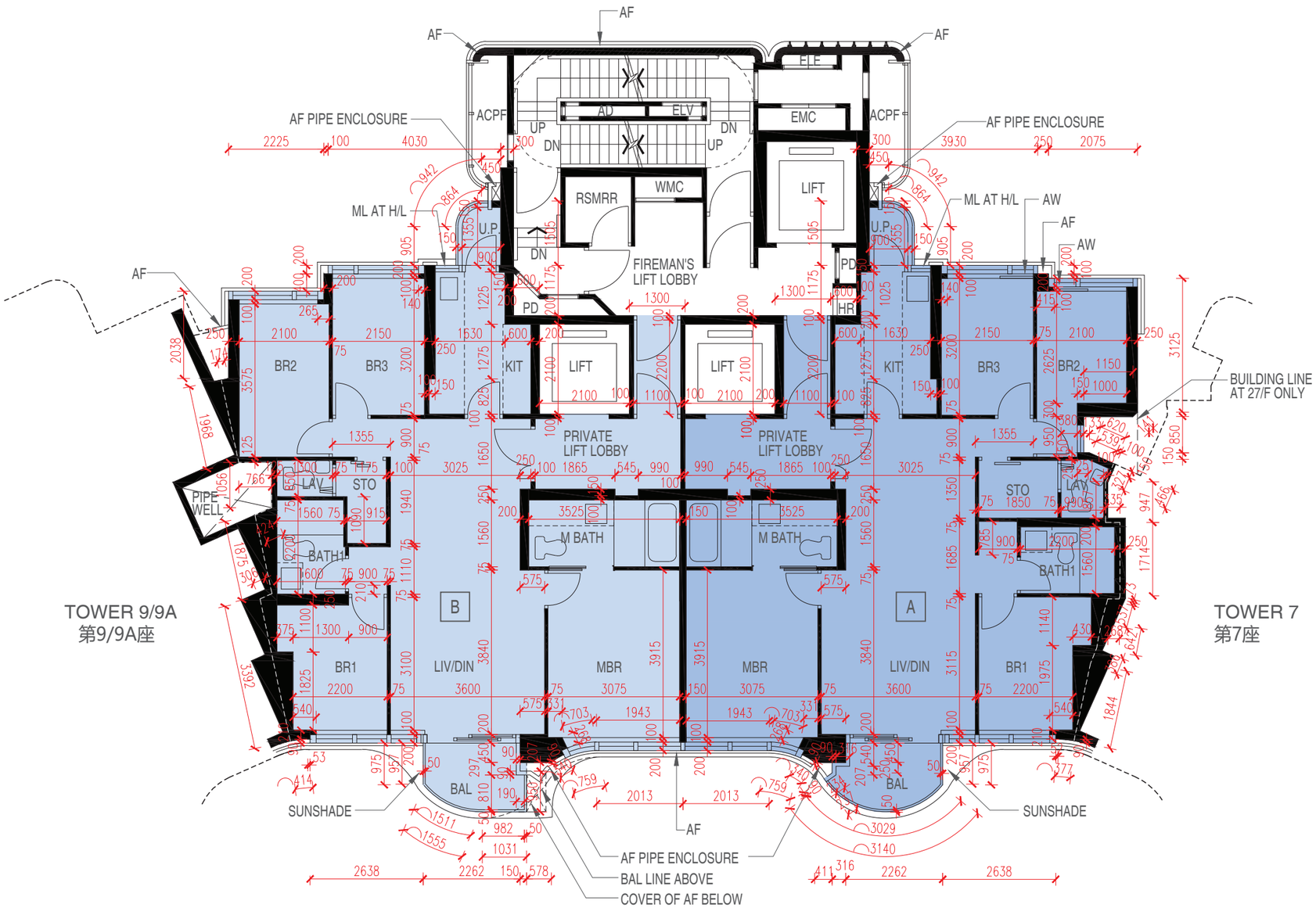
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)
因住宅物業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。(不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。)

Notes:
1. The dimensions of floor plans are all structural dimensions in millimetre.
2. Please refer to Pages AL01 to AL05 of this sales brochure for remarks, legend of the terms and abbreviations shown in the floor plan.
3. Dotted line in a residential unit with open kitchen (if any) delineates the extent of open kitchen area.

備註:
1. 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
2. 樓面平面圖中顯示之附註、名詞及簡稱圖例請參閱本售樓說明書第AL01至AL05頁。
3. 設有開放式廚房的住宅單位(如有)內所顯示的虛線代表開放式廚房範圍。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 8 9/F
第8座 9樓



Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

AL08

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 8 第8座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	9/F 9樓	2850, 2950, 3200, 3300	2850, 2950, 3200, 3300
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	9/F 9樓	150, 175, 225	150, 175, 225

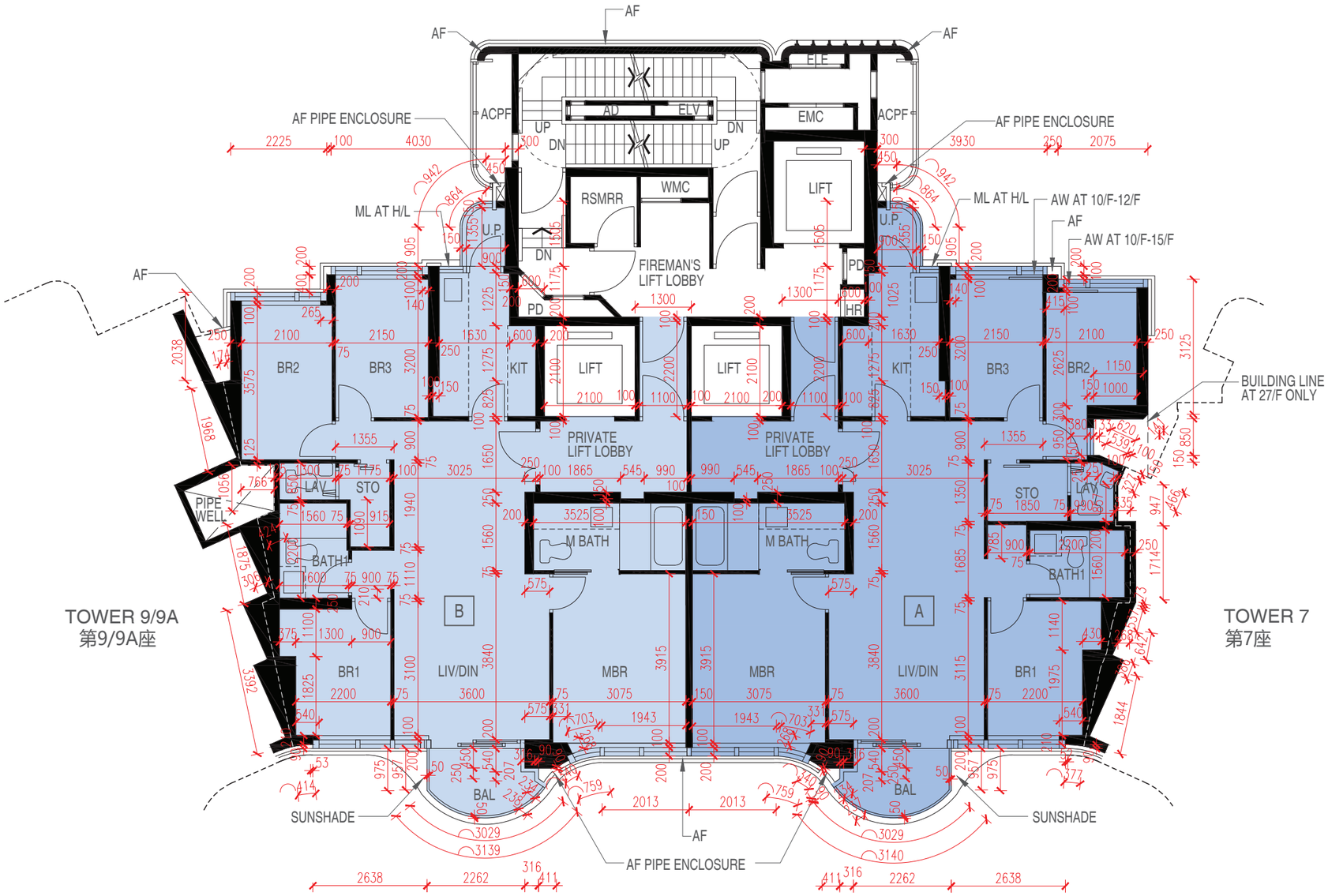
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)
因住宅物業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。(不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。)

Notes:
1. The dimensions of floor plans are all structural dimensions in millimetre.
2. Please refer to Pages AL01 to AL05 of this sales brochure for remarks, legend of the terms and abbreviations shown in the floor plan.
3. Dotted line in a residential unit with open kitchen (if any) delineates the extent of open kitchen area.

備註:
1. 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
2. 樓面平面圖中顯示之附註、名詞及簡稱圖例請參閱本售樓說明書第AL01至AL05頁。
3. 設有開放式廚房的住宅單位(如有)內所顯示的虛線代表開放式廚房範圍。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 8 10/F-12/F,15/F-23/F & 25/F-26/F
第8座 10樓至12樓, 15樓至23樓 及 25樓至26樓



Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

AL10

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 8 第8座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	10/F-12/F & 15/F-22/F 10樓至12樓 及 15樓至22樓	2850, 2950, 3200, 3300	2850, 2950, 3200, 3300
		23/F & 25/F 23樓 及 25樓	2950, 3050, 3300, 3400	2950, 3050, 3300, 3400
		26/F 26樓	3150, 3200, 3400, 3500	3050, 3150, 3200, 3500
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	10/F-12/F, 15/F-23/F & 25/F 10樓至12樓、15樓至23樓 及 25樓	150, 175, 225	150, 175, 225
		26/F 26樓	150, 175, 200, 225	150, 175, 200, 225

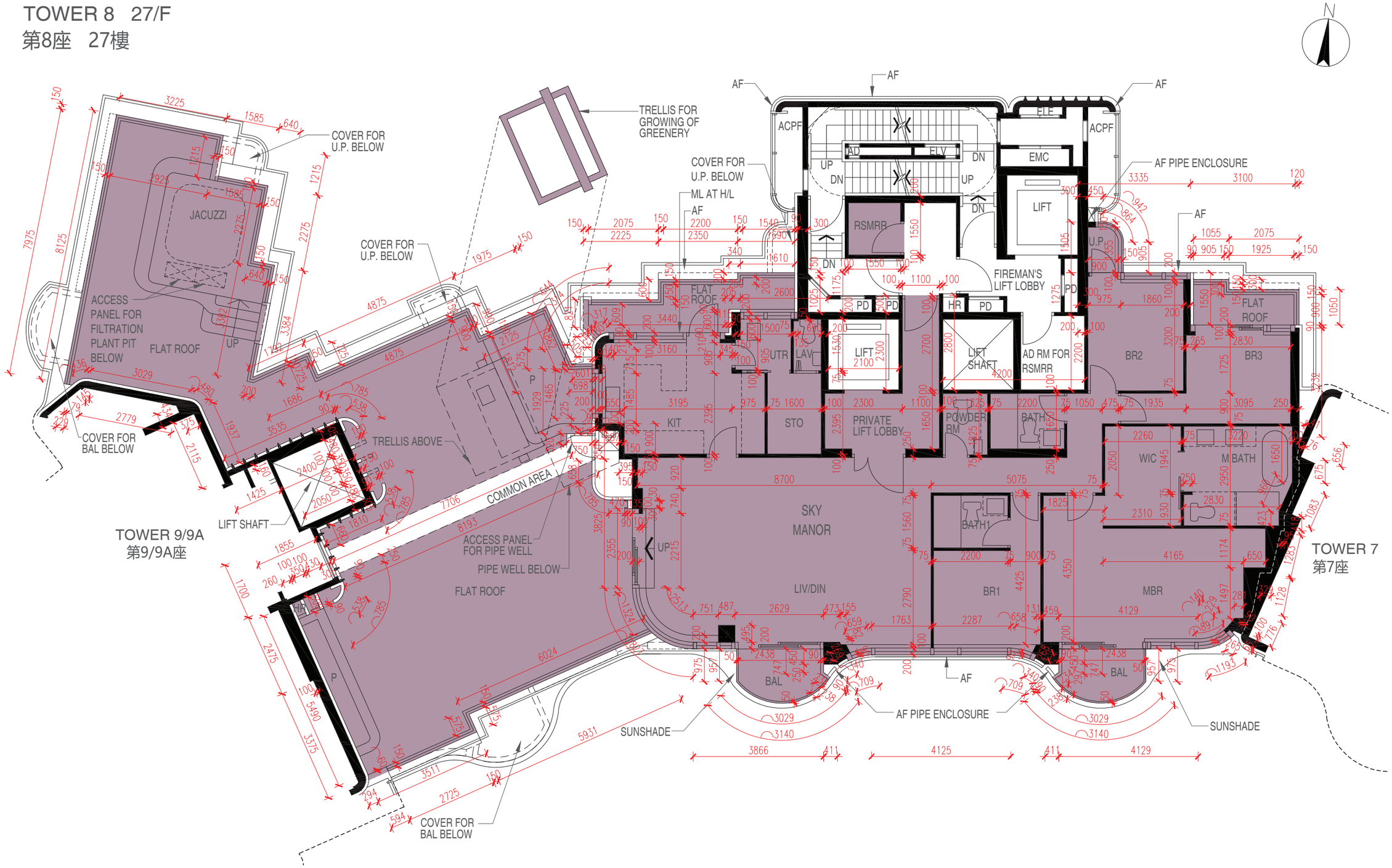
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)
因住宅物業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。(不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。)

Notes:
1. The dimensions of floor plans are all structural dimensions in millimetre.
2. Please refer to Pages AL01 to AL05 of this sales brochure for remarks, legend of the terms and abbreviations shown in the floor plan.
3. Dotted line in a residential unit with open kitchen (if any) delineates the extent of open kitchen area.

備註:
1. 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
2. 樓面平面圖中顯示之附註、名詞及簡稱圖例請參閱本售樓說明書第AL01至AL05頁。
3. 設有開放式廚房的住宅單位(如有)內所顯示的虛線代表開放式廚房範圍。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 8 27/F
第8座 27樓



Scale 比例尺：0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位
			SKY MANOR
TOWER 8 第8座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	27/F 27樓	3050, 3150, 3400, 3500
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	27/F 27樓	150, 175, 200, 300

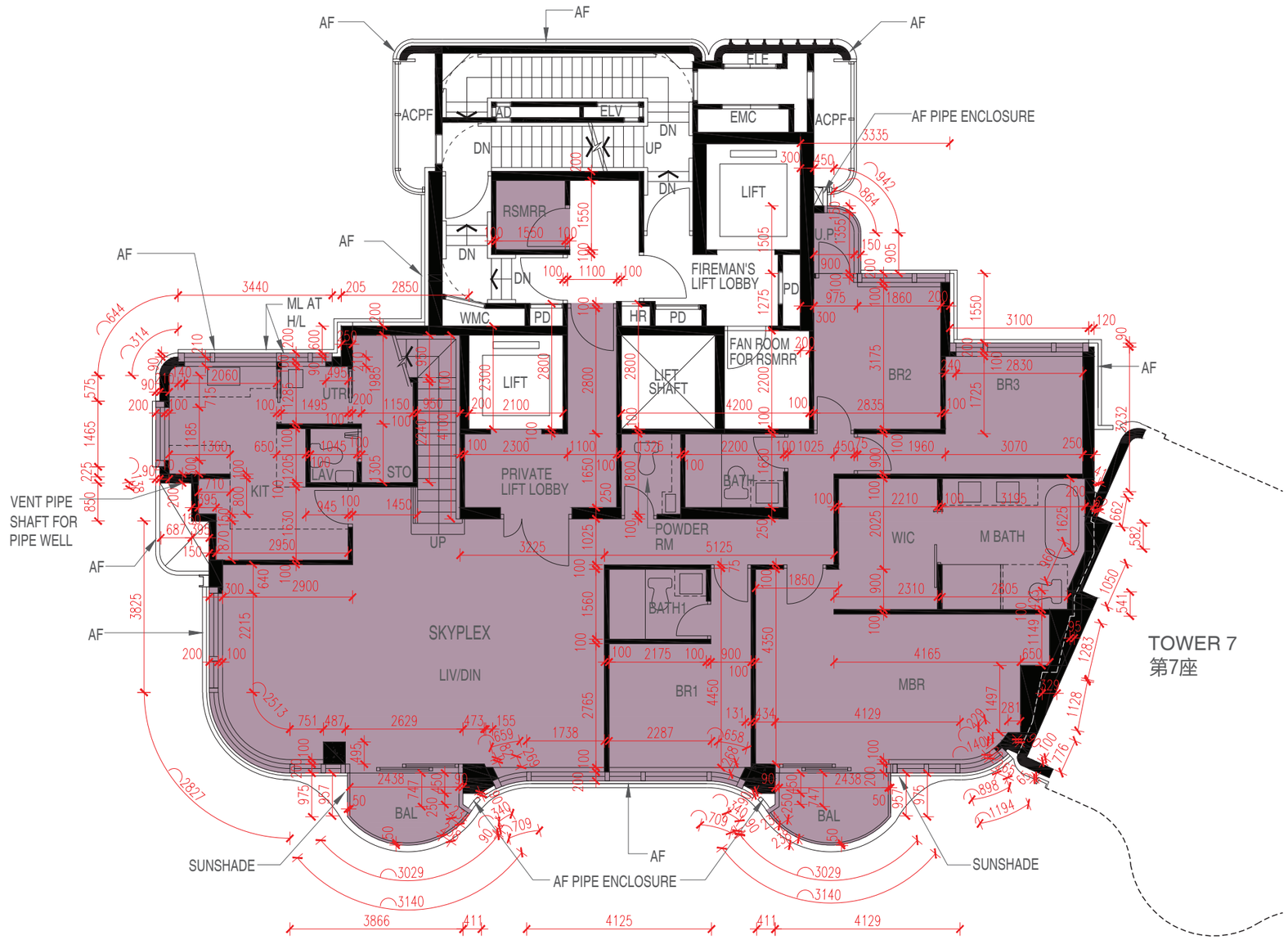
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)
因住宅物業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。(不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。)

Notes:
1. The dimensions of floor plans are all structural dimensions in millimetre.
2. Please refer to Pages AL01 to AL05 of this sales brochure for remarks, legend of the terms and abbreviations shown in the floor plan.
3. Dotted line in a residential unit with open kitchen (if any) delineates the extent of open kitchen area.

備註:
1. 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
2. 樓面平面圖中顯示之附註、名詞及簡稱圖例請參閱本售樓說明書第AL01至AL05頁。
3. 設有開放式廚房的住宅單位(如有)內所顯示的虛線代表開放式廚房範圍。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 8 28/F
第8座 28樓



Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

AL14

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位
			SKYPLEX
TOWER 8 第8座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	28/F 28樓	4000
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	28/F 28樓	150, 175, 200, 275, 325

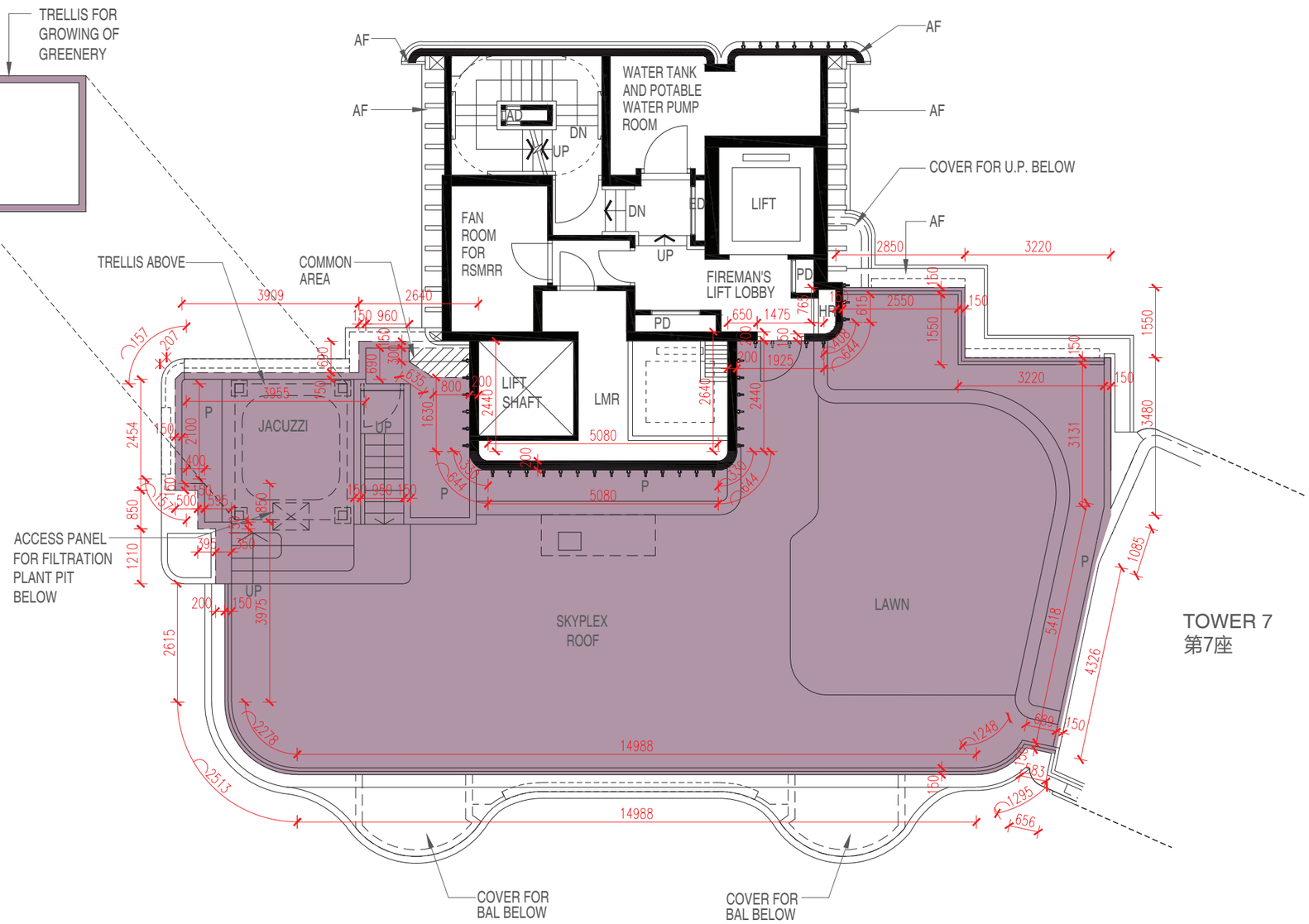
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)
因住宅物業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。(不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。)

Notes:
1. The dimensions of floor plans are all structural dimensions in millimetre.
2. Please refer to Pages AL01 to AL05 of this sales brochure for remarks, legend of the terms and abbreviations shown in the floor plan.
3. Dotted line in a residential unit with open kitchen (if any) delineates the extent of open kitchen area.

備註:
1. 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
2. 樓面平面圖中顯示之附註、名詞及簡稱圖例請參閱本售樓説明書第AL01至AL05頁。
3. 設有開放式廚房的住宅單位(如有)內所顯示的虛線代表開放式廚房範圍。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 8 ROOF
第8座 天台



Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

AL16

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位
			SKYPLEX
TOWER 8 第8座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	ROOF 天台	Not applicable 不適用
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	ROOF 天台	Not applicable 不適用

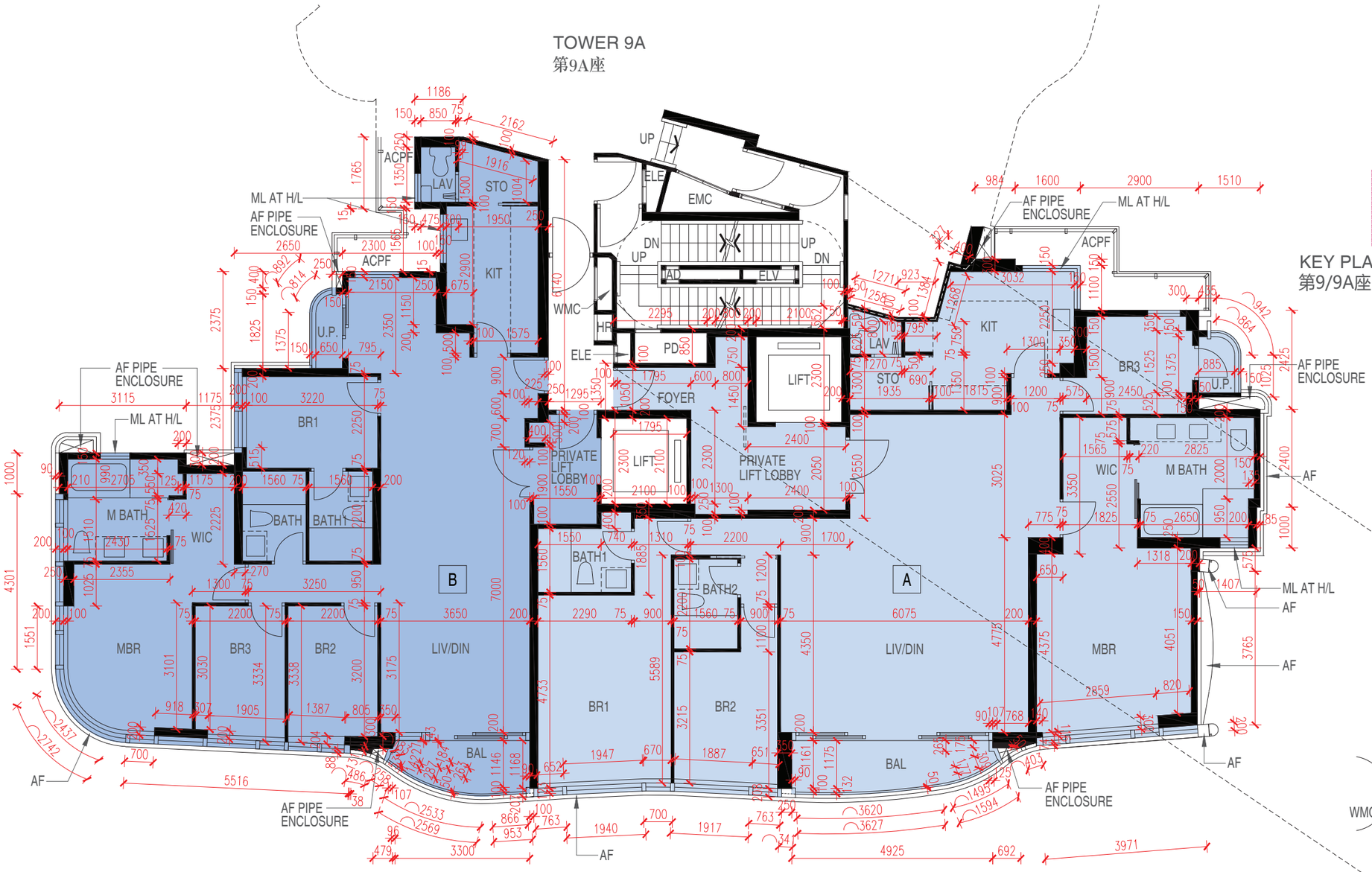
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)
因住宅物業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。(不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。)

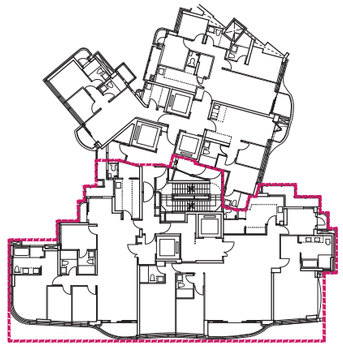
Notes:
1. The dimensions of floor plans are all structural dimensions in millimetre.
2. Please refer to Pages AL01 to AL05 of this sales brochure for remarks, legend of the terms and abbreviations shown in the floor plan.
3. Dotted line in a residential unit with open kitchen (if any) delineates the extent of open kitchen area.

備註:
1. 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
2. 樓面平面圖中顯示之附註、名詞及簡稱圖例請參閱本售樓說明書第AL01至AL05頁。
3. 設有開放式廚房的住宅單位(如有)內所顯示的虛線代表開放式廚房範圍。

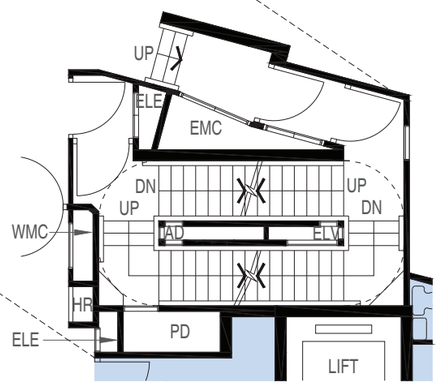
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 2/F-3/F & 5/F-6/F
第9座 2樓至3樓 及 5樓至6樓





KEY PLAN FOR TOWER 9/9A 2/F-3/F & 5/F-6/F
第9/9A座 2樓至3樓 及 5樓至6樓 位置圖



PART PLAN OF 2/F
2樓部分平面圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

AL18

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	2/F-3/F & 5/F-6/F 2樓至3樓 及 5樓至6樓	2850, 2950, 3200, 3300	2850, 2950, 3200, 3300
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	2/F-3/F & 5/F-6/F 2樓至3樓 及 5樓至6樓	150, 175, 200, 250	150, 175

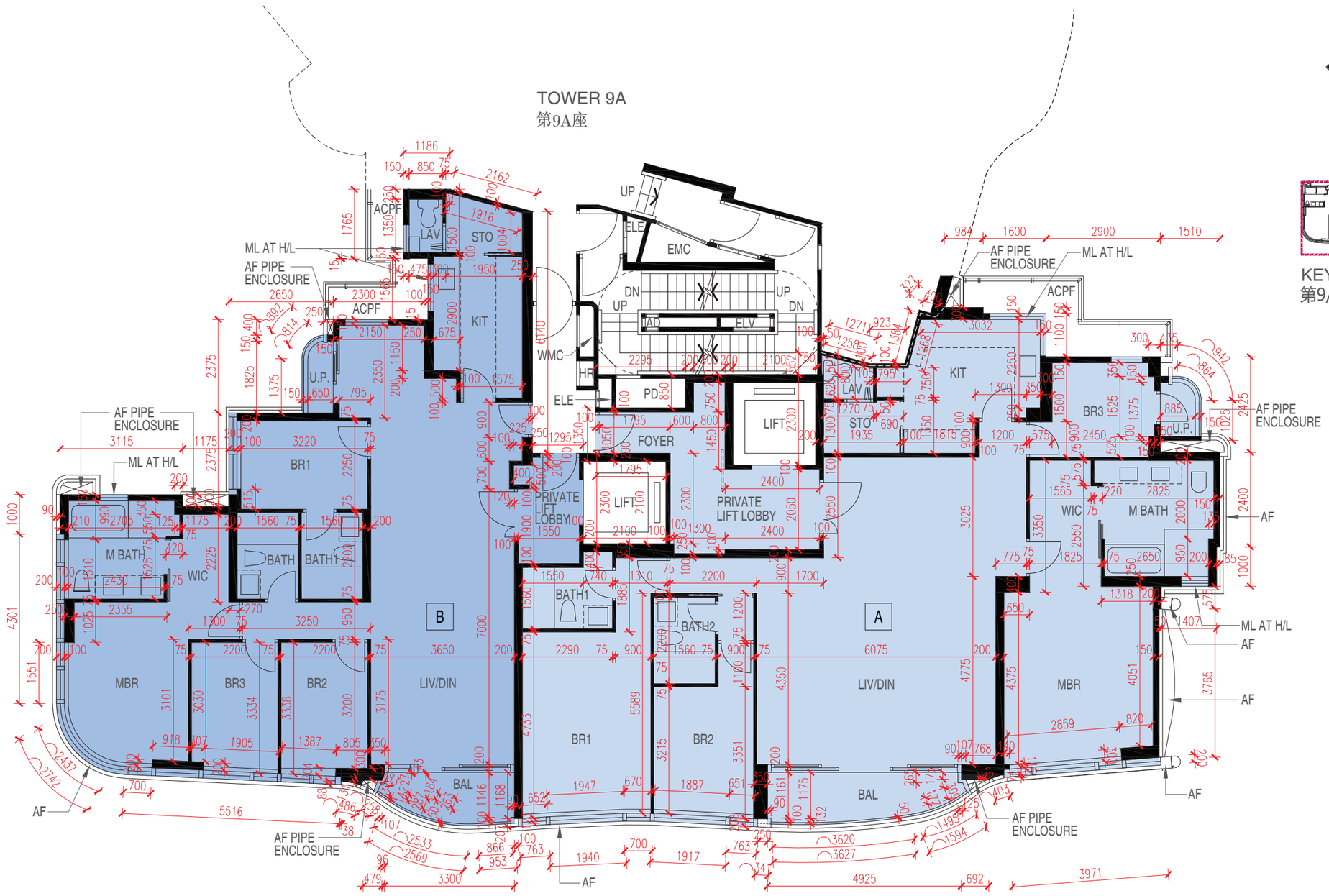
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)
因住宅物業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。(不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。)

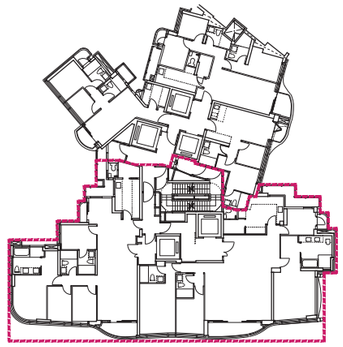
Notes:
1. The dimensions of floor plans are all structural dimensions in millimetre.
2. Please refer to Pages AL01 to AL05 of this sales brochure for remarks, legend of the terms and abbreviations shown in the floor plan.
3. Dotted line in a residential unit with open kitchen (if any) delineates the extent of open kitchen area.

備註:
1. 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
2. 樓面平面圖中顯示之附註、名詞及簡稱圖例請參閱本售樓說明書第AL01至AL05頁。
3. 設有開放式廚房的住宅單位(如有)內所顯示的虛線代表開放式廚房範圍。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 7/F
第9座 7樓





KEY PLAN FOR TOWER 9/9A 7/F
第9/9A座 7樓 位置圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

AL20

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	7/F 7樓	2850, 2950, 3200, 3300	2850, 2950, 3200, 3300
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	7/F 7樓	150, 175, 200, 250	150, 175

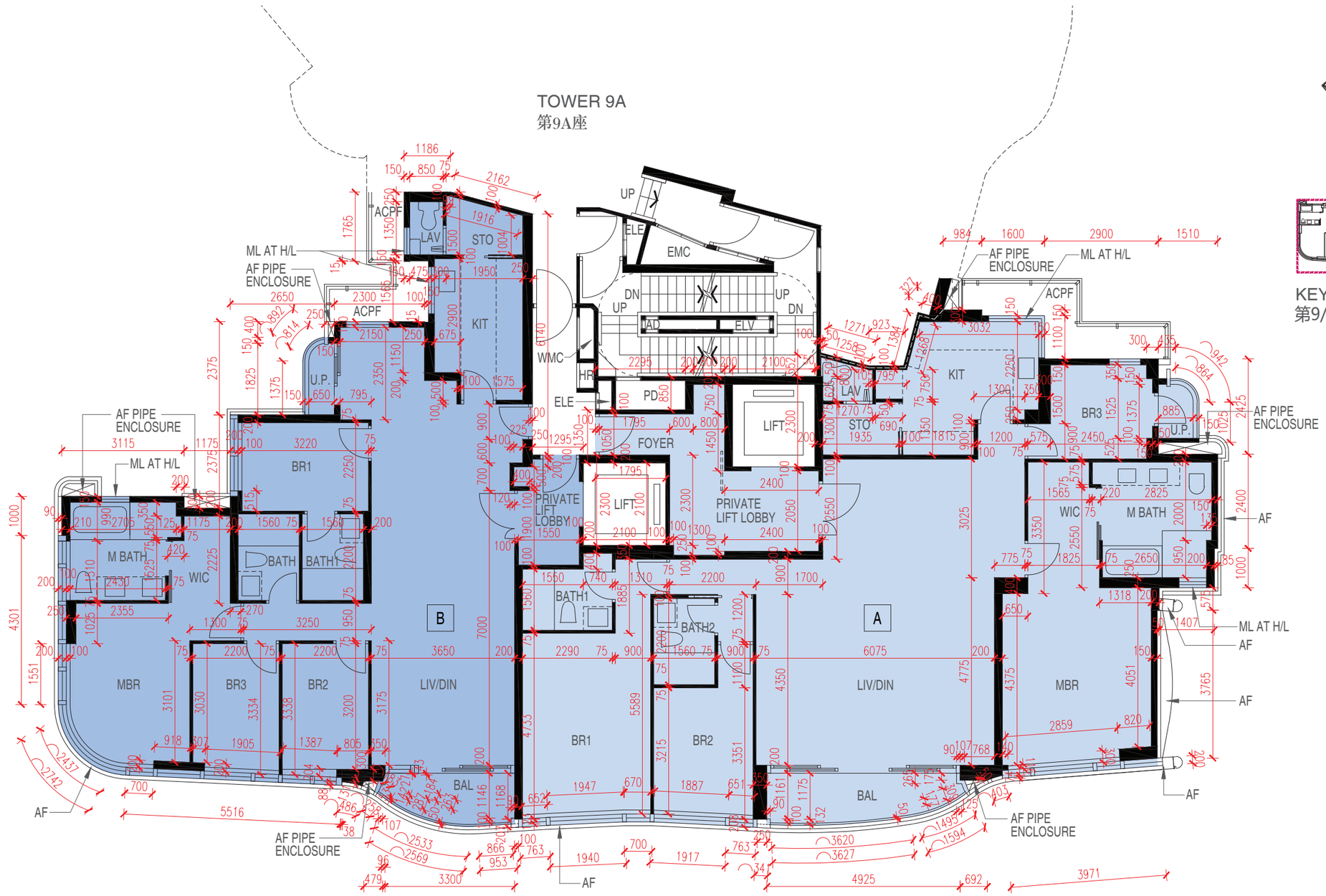
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)
因住宅物業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。(不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。)

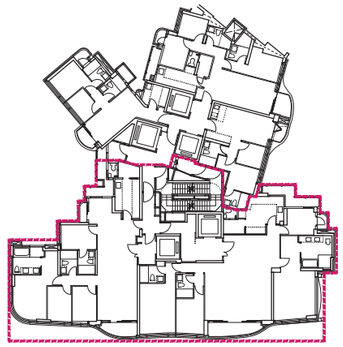
Notes:
1. The dimensions of floor plans are all structural dimensions in millimetre.
2. Please refer to Pages AL01 to AL05 of this sales brochure for remarks, legend of the terms and abbreviations shown in the floor plan.
3. Dotted line in a residential unit with open kitchen (if any) delineates the extent of open kitchen area.

備註:
1. 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
2. 樓面平面圖中顯示之附註、名詞及簡稱圖例請參閱本售樓說明書第AL01至AL05頁。
3. 設有開放式廚房的住宅單位(如有)內所顯示的虛線代表開放式廚房範圍。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 8/F
第9座 8樓





KEY PLAN FOR TOWER 9/9A 8/F
第9/9A座 8樓 位置圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	8/F 8樓	2850, 2950, 3200, 3300	2850, 2950, 3200, 3300
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	8/F 8樓	150, 175, 200, 250	150, 175

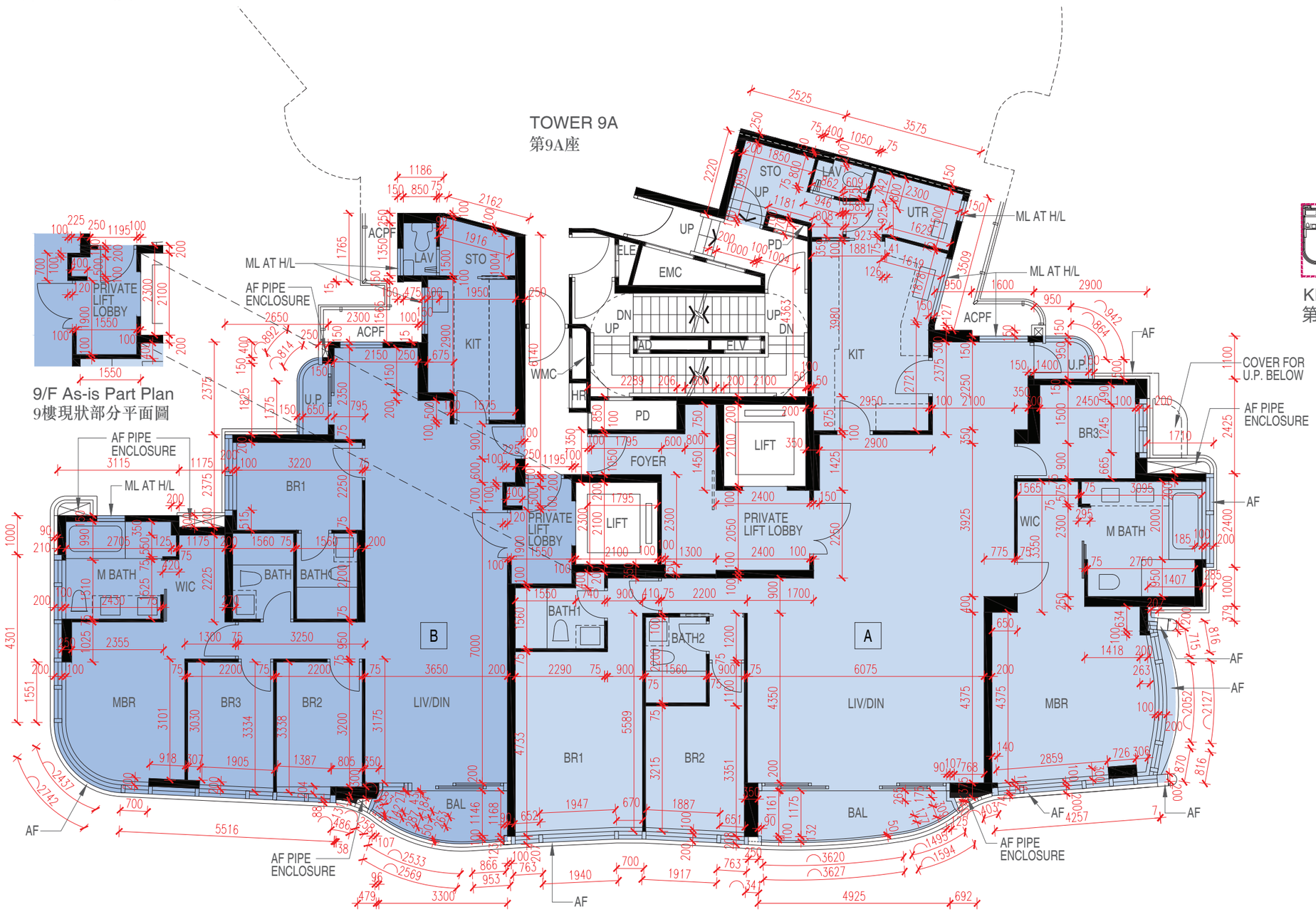
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)
因住宅物業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。(不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。)

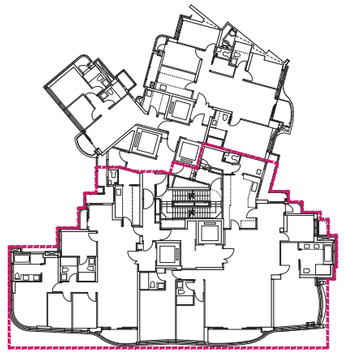
Notes:
1. The dimensions of floor plans are all structural dimensions in millimetre.
2. Please refer to Pages AL01 to AL05 of this sales brochure for remarks, legend of the terms and abbreviations shown in the floor plan.
3. Dotted line in a residential unit with open kitchen (if any) delineates the extent of open kitchen area.

備註:
1. 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
2. 樓面平面圖中顯示之附註、名詞及簡稱圖例請參閱本售樓說明書第AL01至AL05頁。
3. 設有開放式廚房的住宅單位(如有)內所顯示的虛線代表開放式廚房範圍。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 9/F
第9座 9樓





KEY PLAN FOR TOWER 9/9A 9/F
第9/9A座 9樓 位置圖

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	9/F 9樓	2850, 2950, 3200, 3300	2850, 2950, 3200, 3300
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	9/F 9樓	150, 175, 200, 250	150, 175

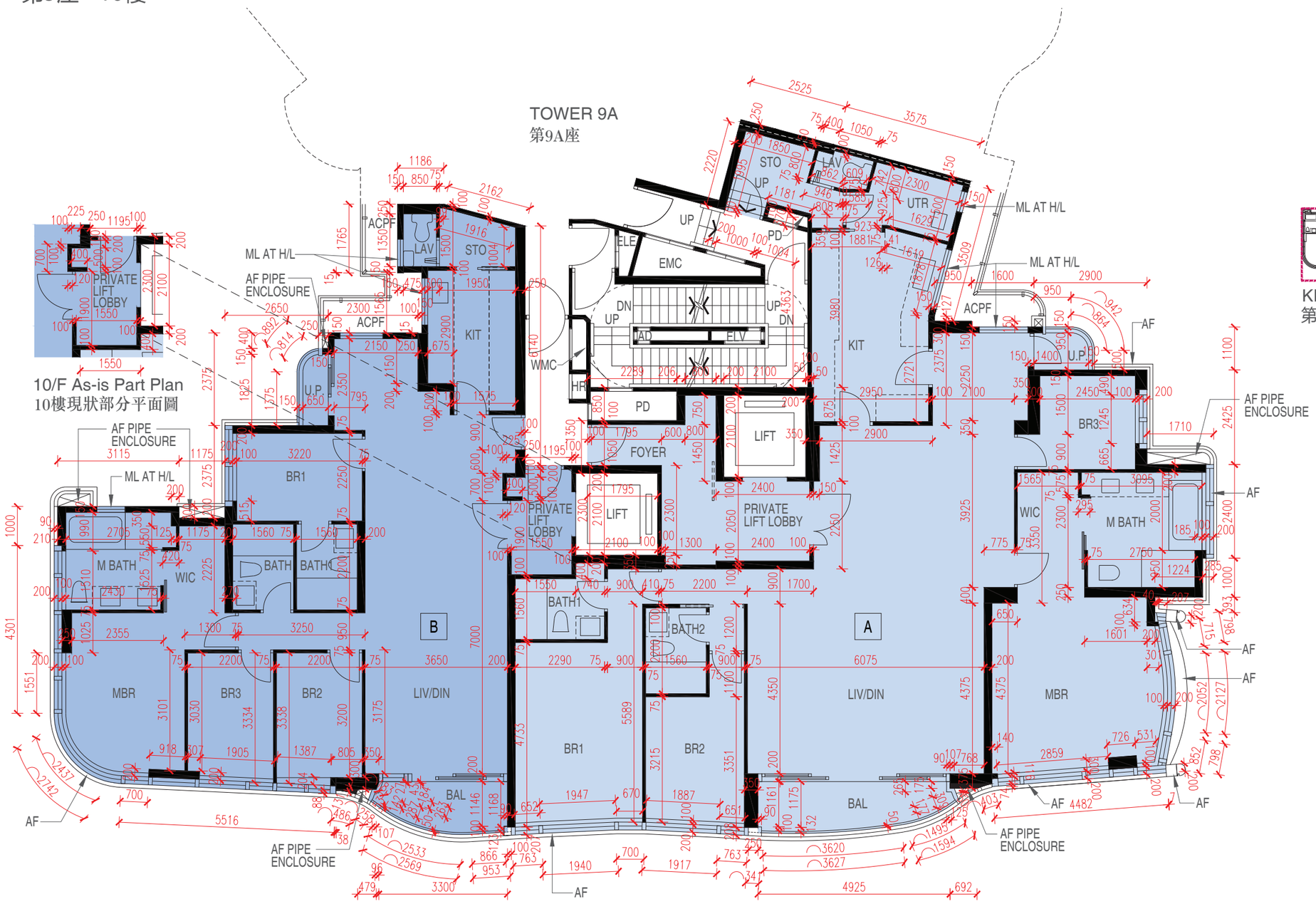
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)
因住宅物業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。(不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。)

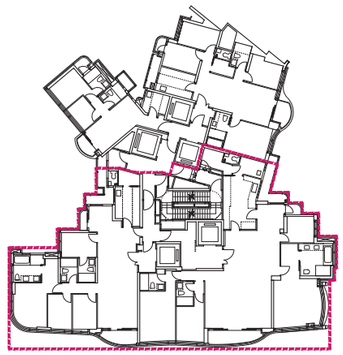
Notes:
1. The dimensions of floor plans are all structural dimensions in millimetre.
2. Please refer to Pages AL01 to AL05 of this sales brochure for remarks, legend of the terms and abbreviations shown in the floor plan.
3. Dotted line in a residential unit with open kitchen (if any) delineates the extent of open kitchen area.
4. Alteration(s) to the unit(s) has/have been made by way of minor works and/or exempted works under the Buildings Ordinance. Please refer to the "as-is" part plan(s) for such alteration(s).

備註:
1. 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
2. 樓面平面圖中顯示之附註、名詞及簡稱圖例請參閱本售樓說明書第AL01至AL05頁。
3. 設有開放式廚房的住宅單位(如有)內所顯示的虛線代表開放式廚房範圍。
4. 單位已進行《建築物條例》下的小型工程及/或獲豁免入則的改動工程，有關改動請參閱現狀部份平面圖。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 10/F
第9座 10樓





KEY PLAN FOR TOWER 9/9A 10/F
第9/9A座 10樓 位置圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	10/F 10樓	2850, 2950, 3200, 3300	2850, 2950, 3200, 3300
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	10/F 10樓	150, 175, 200, 250	150, 175

The internal areas of the residential properties 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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)
因住宅物業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。(不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。)

Notes:
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2. Please refer to Pages AL01 to AL05 of this sales brochure for remarks, legend of the terms and abbreviations shown in the floor plan.
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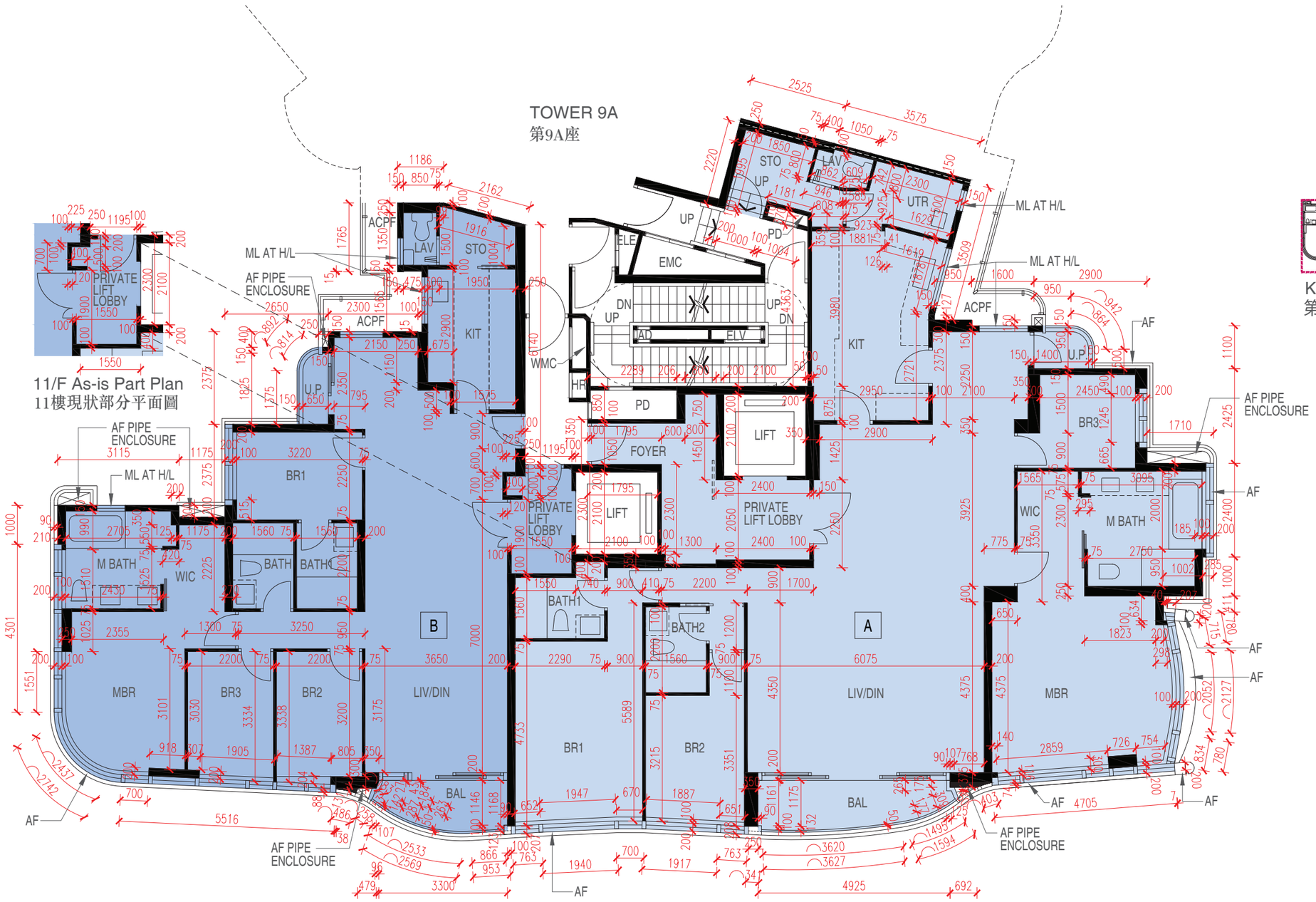
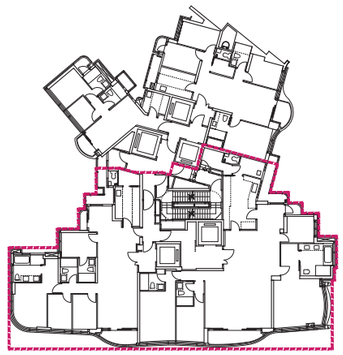
4. Alteration(s) to the unit(s) has/have been made by way of minor works and/or exempted works under the Buildings Ordinance. Please refer to the "as-is" part plan(s) for such alteration(s).

備註:
1. 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
2. 樓面平面圖中顯示之附註、名詞及簡稱圖例請參閱本售樓說明書第AL01至AL05頁。
3. 設有開放式廚房的住宅單位(如有)內所顯示的虛線代表開放式廚房範圍。
4. 單位已進行《建築物條例》下的小型工程及/或獲豁免入則的改動工程，有關改動請參閱現狀部份平面圖。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 11/F
第9座 11樓





KEY PLAN FOR TOWER 9/9A 11/F
第9/9A座 11樓 位置圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	11/F 11樓	2850, 2950, 3200, 3300	2850, 2950, 3200, 3300
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	11/F 11樓	150, 175, 200, 250	150, 175

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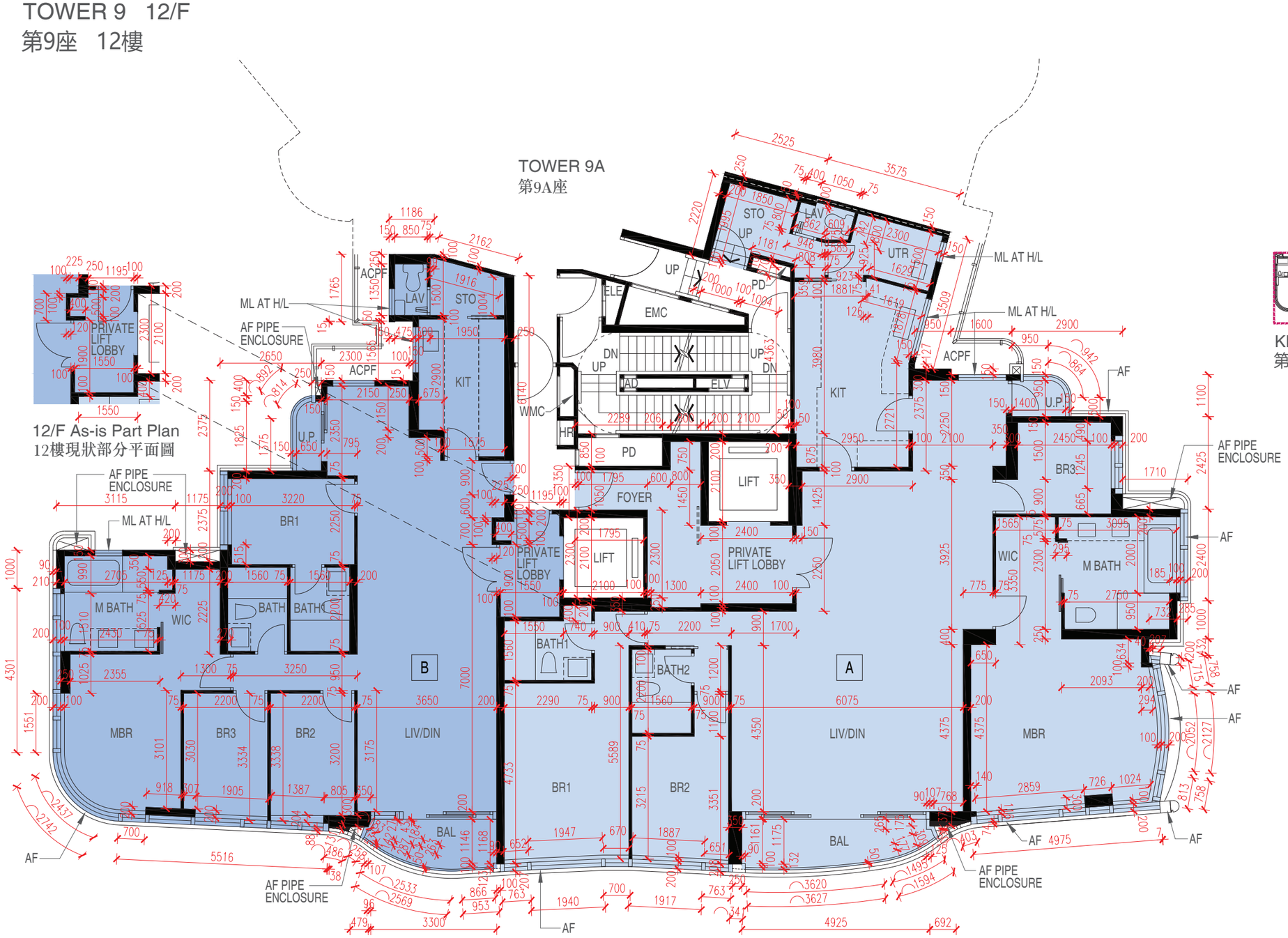
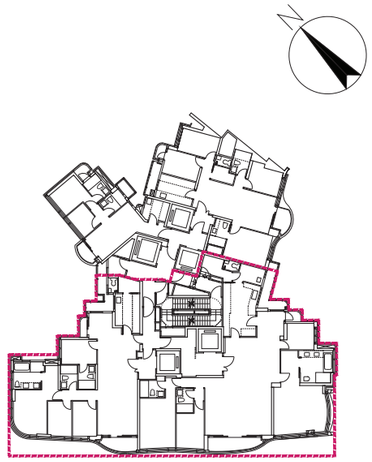
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 12/F
第9座 12樓





KEY PLAN FOR TOWER 9/9A 12/F
第9/9A座 12樓 位置圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	12/F 12樓	2850, 2950, 3200, 3300	2850, 2950, 3200, 3300
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	12/F 12樓	150, 175, 200, 250	150, 175

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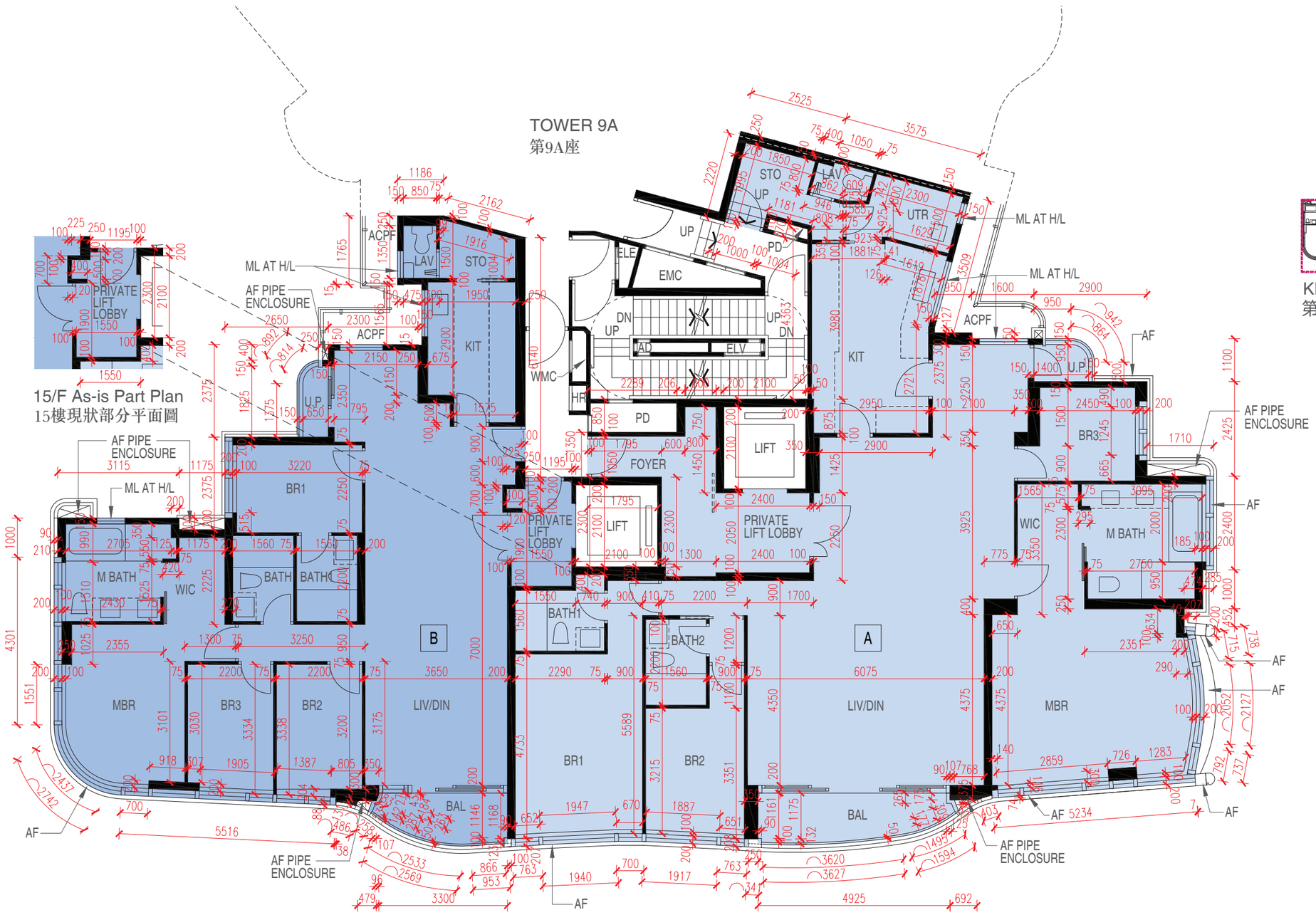
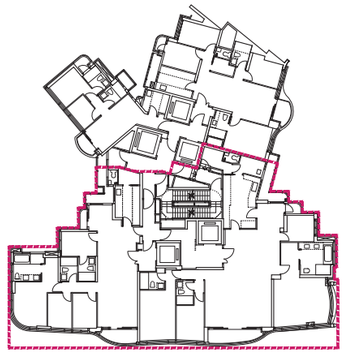
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 15/F
第9座 15樓





KEY PLAN FOR TOWER 9/9A 15/F
第9/9A座 15樓 位置圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	15/F 15樓	2850, 2950, 3200, 3300	2850, 2950, 3200, 3300
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	15/F 15樓	150, 175, 200, 250	150, 175

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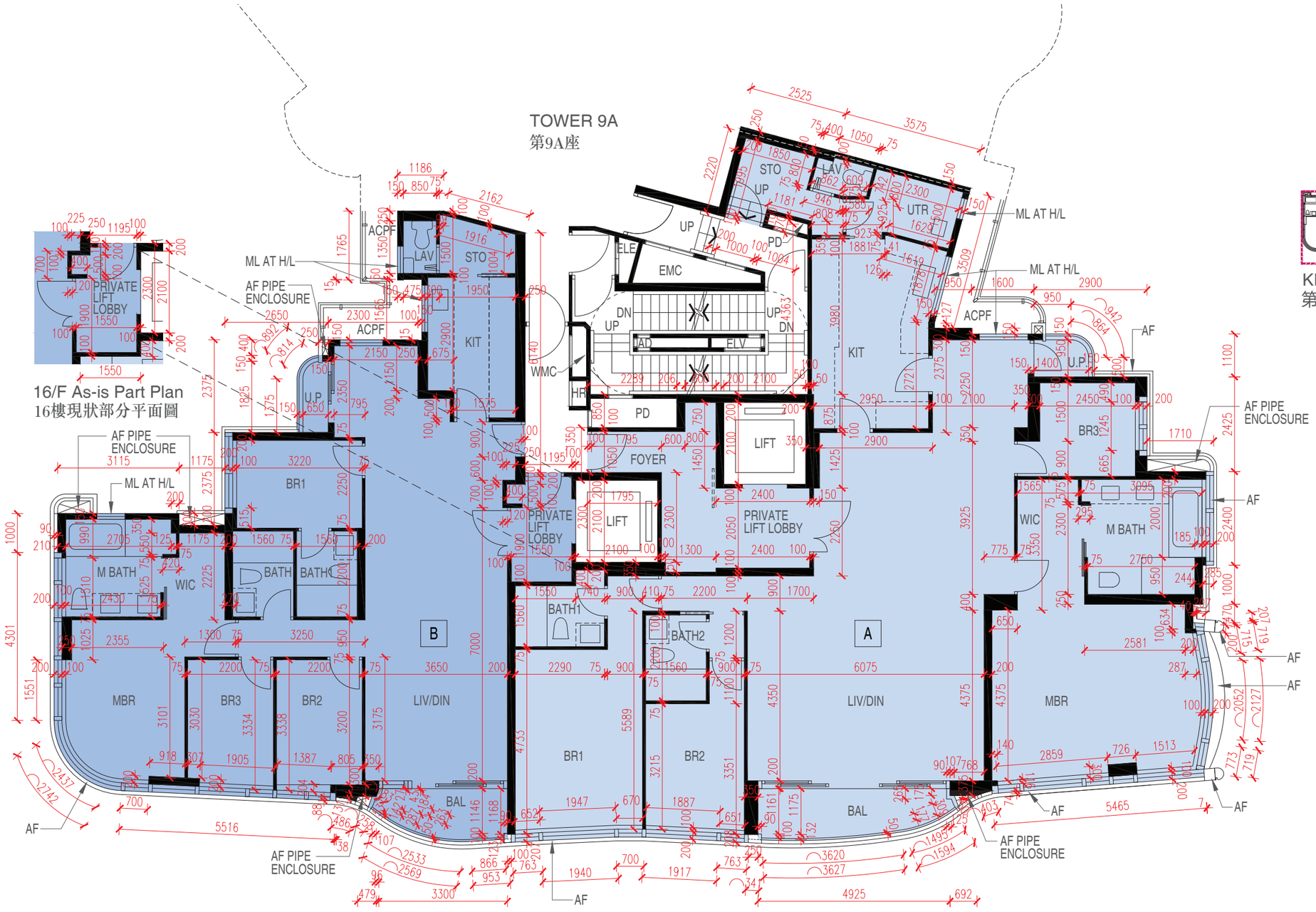
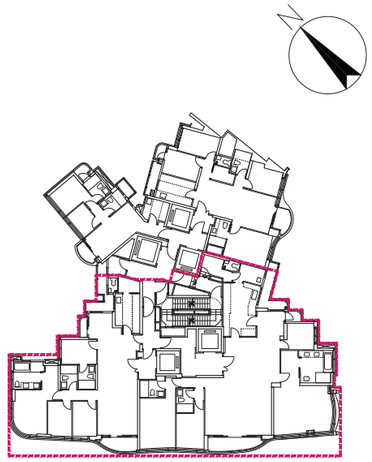
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 16/F
第9座 16樓





KEY PLAN FOR TOWER 9/9A 16/F
第9/9A座 16樓 位置圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	16/F 16樓	2850, 2950, 3200, 3300	2850, 2950, 3200, 3300
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	16/F 16樓	150, 175, 200, 250	150, 175

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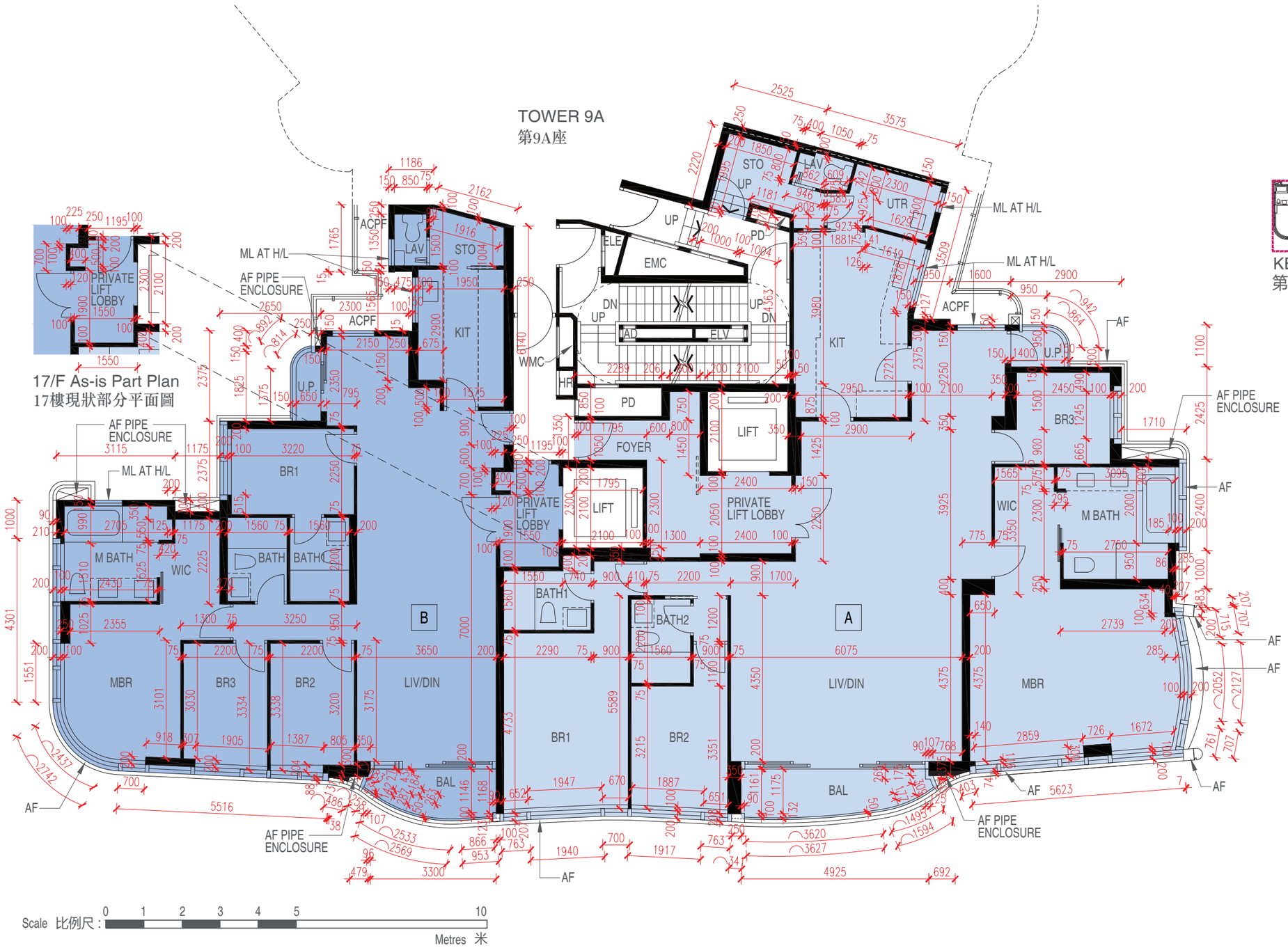
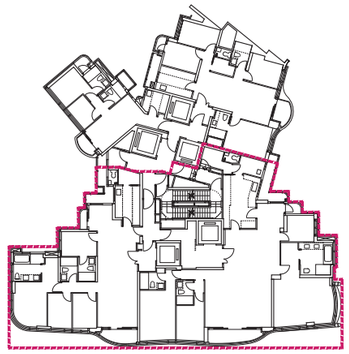
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 17/F
第9座 17樓





KEY PLAN FOR TOWER 9/9A 17/F
第9/9A座 17樓 位置圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	17/F 17樓	2850, 2950, 3200, 3300	2850, 2950, 3200, 3300
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	17/F 17樓	150, 175, 200, 250	150, 175

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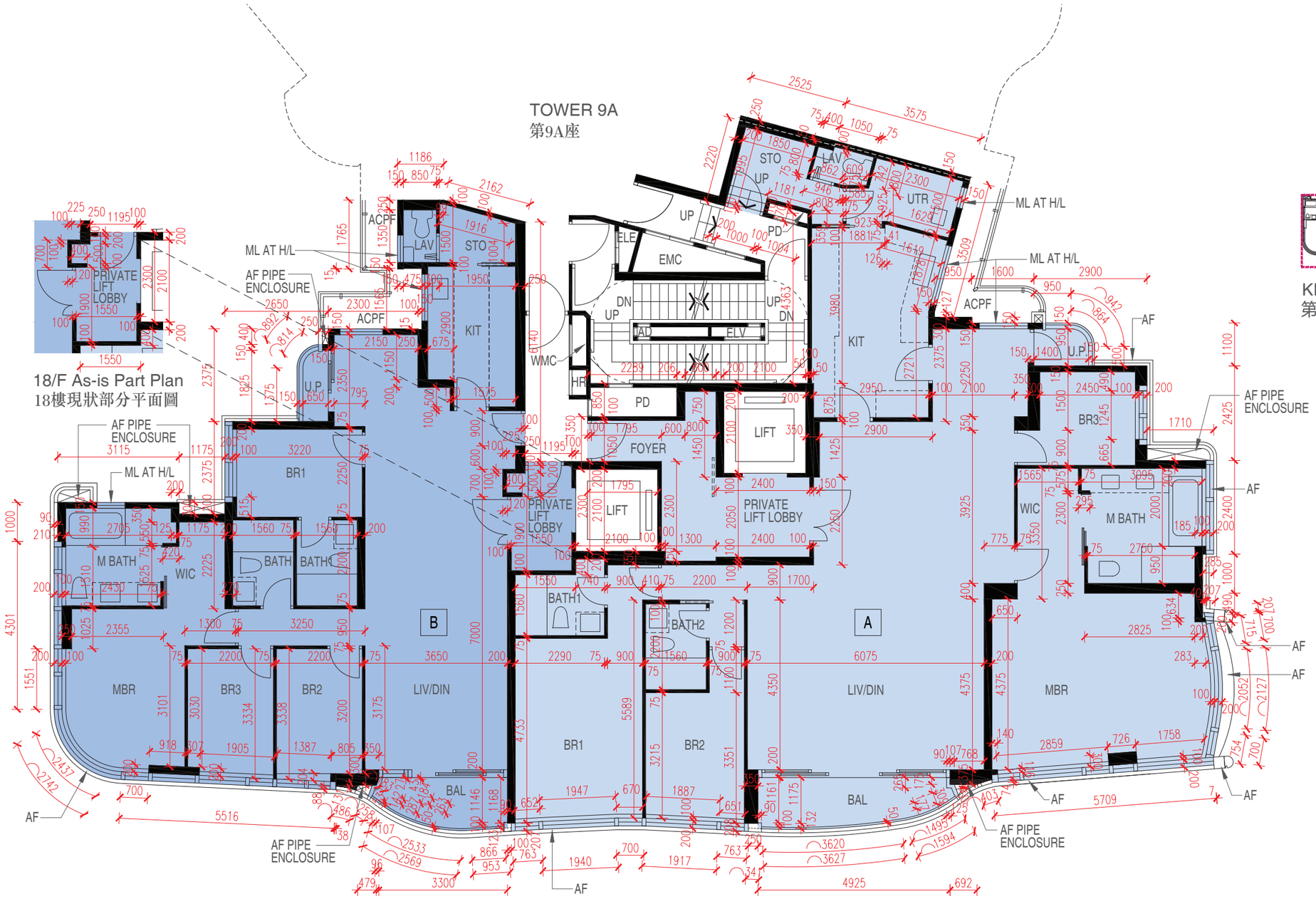
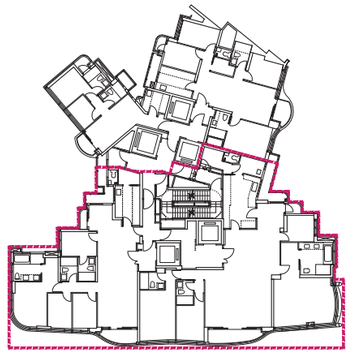
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 18/F
第9座 18樓



18/F As-is Part Plan
18樓現狀部分平面圖



KEY PLAN FOR TOWER 9/9A 18/F
第9/9A座 18樓 位置圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	18/F 18樓	2850, 2950, 3200, 3300	2850, 2950, 3200, 3300
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	18/F 18樓	150, 175, 200, 250	150, 175

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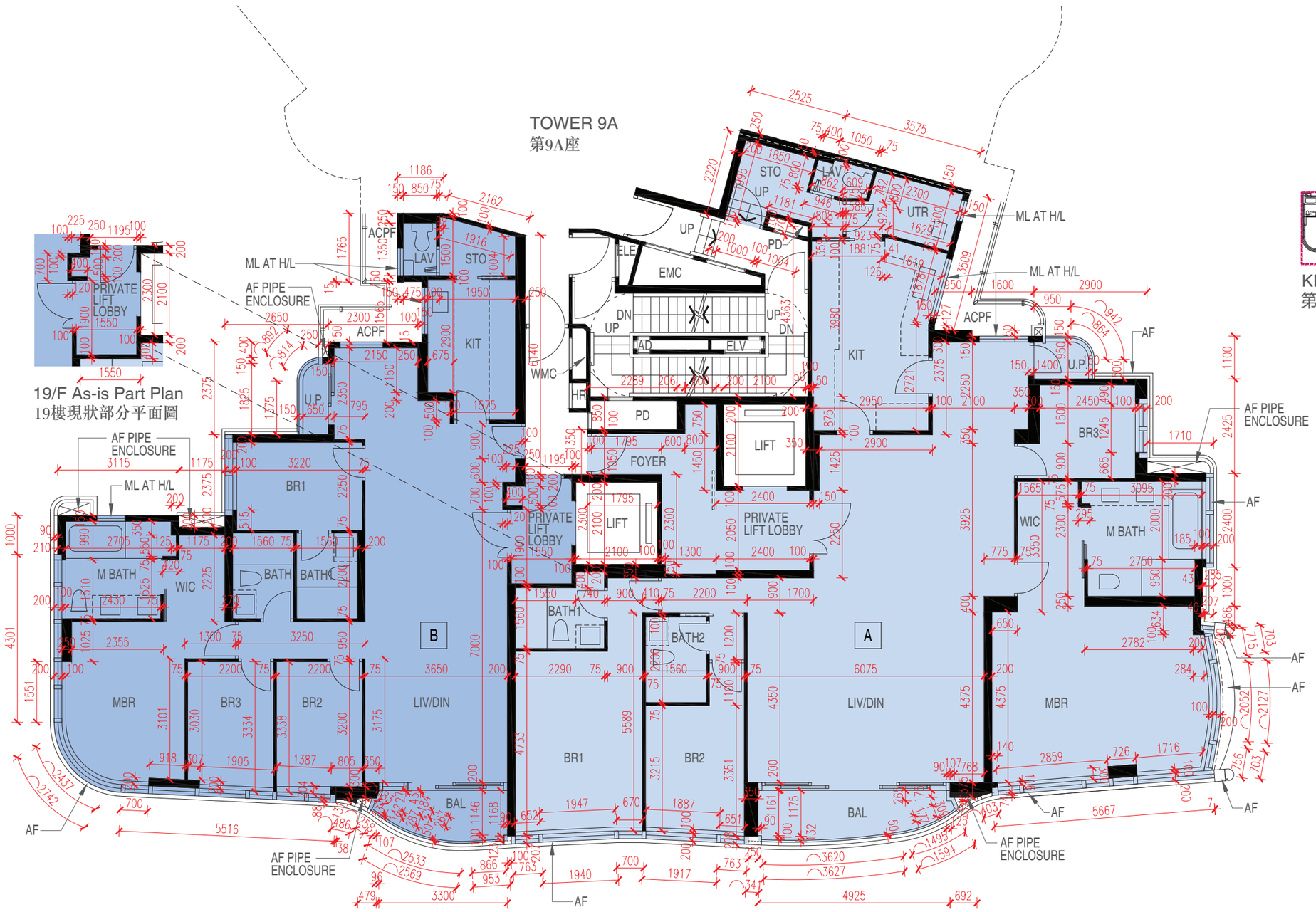
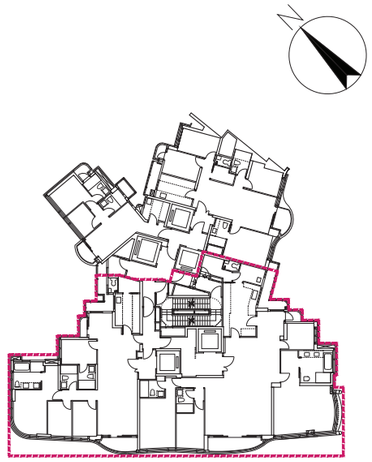
備註:
1. 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
2. 樓面平面圖中顯示之附註、名詞及簡稱圖例請參閱本售樓說明書第AL01至AL05頁。
3. 設有開放式廚房的住宅單位(如有)內所顯示的虛線代表開放式廚房範圍。
4. 單位已進行《建築物條例》下的小型工程及/或獲豁免入則的改動工程，有關改動請參閱現狀部份平面圖。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 19/F
第9座 19樓





KEY PLAN FOR TOWER 9/9A 19/F
第9/9A座 19樓 位置圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	19/F 19樓	2850, 2950, 3200, 3300	2850, 2950, 3200, 3300
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	19/F 19樓	150, 175, 200, 250, 400	150, 175

The internal areas of the residential properties 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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)
因住宅物業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。(不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。)

Notes:
1. The dimensions of floor plans are all structural dimensions in millimetre.
2. Please refer to Pages AL01 to AL05 of this sales brochure for remarks, legend of the terms and abbreviations shown in the floor plan.
3. Dotted line in a residential unit with open kitchen (if any) delineates the extent of open kitchen area.
4. Alteration(s) to the unit(s) has/have been made by way of minor works and/or exempted works under the Buildings Ordinance. Please refer to the "as-is" part plan(s) for such alteration(s).

備註:
1. 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
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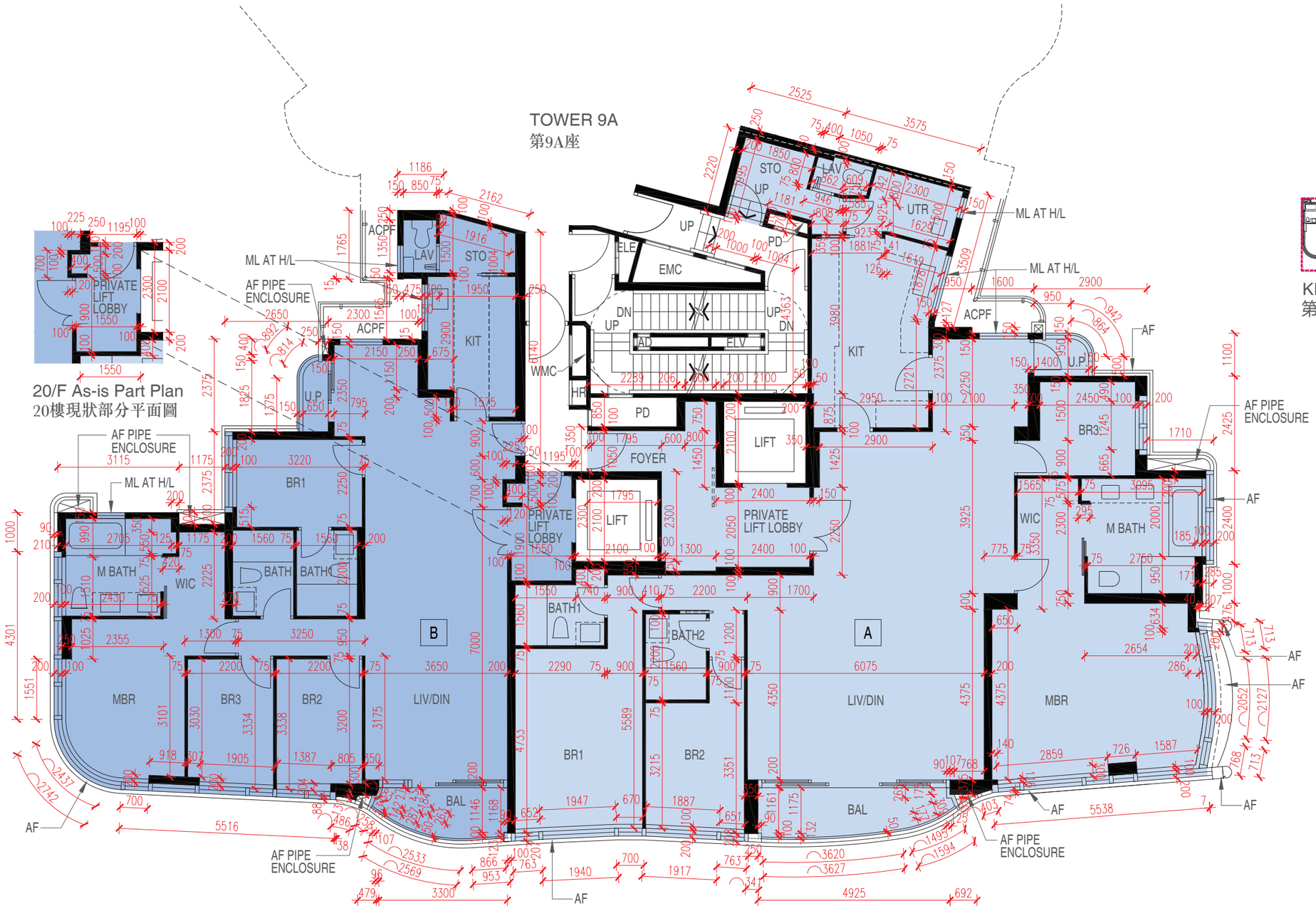
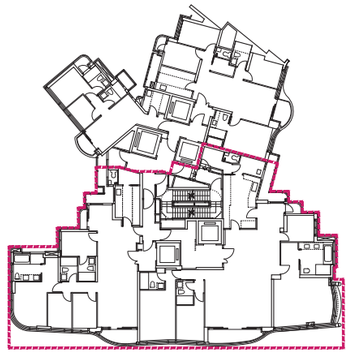
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 20/F
第9座 20樓





KEY PLAN FOR TOWER 9/9A 20/F
第9/9A座 20樓 位置圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	20/F 20樓	2850, 2950, 3200, 3300	2850, 2950, 3200, 3300
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	20/F 20樓	150, 175, 200, 250, 400	150, 175

The internal areas of the residential properties 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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)
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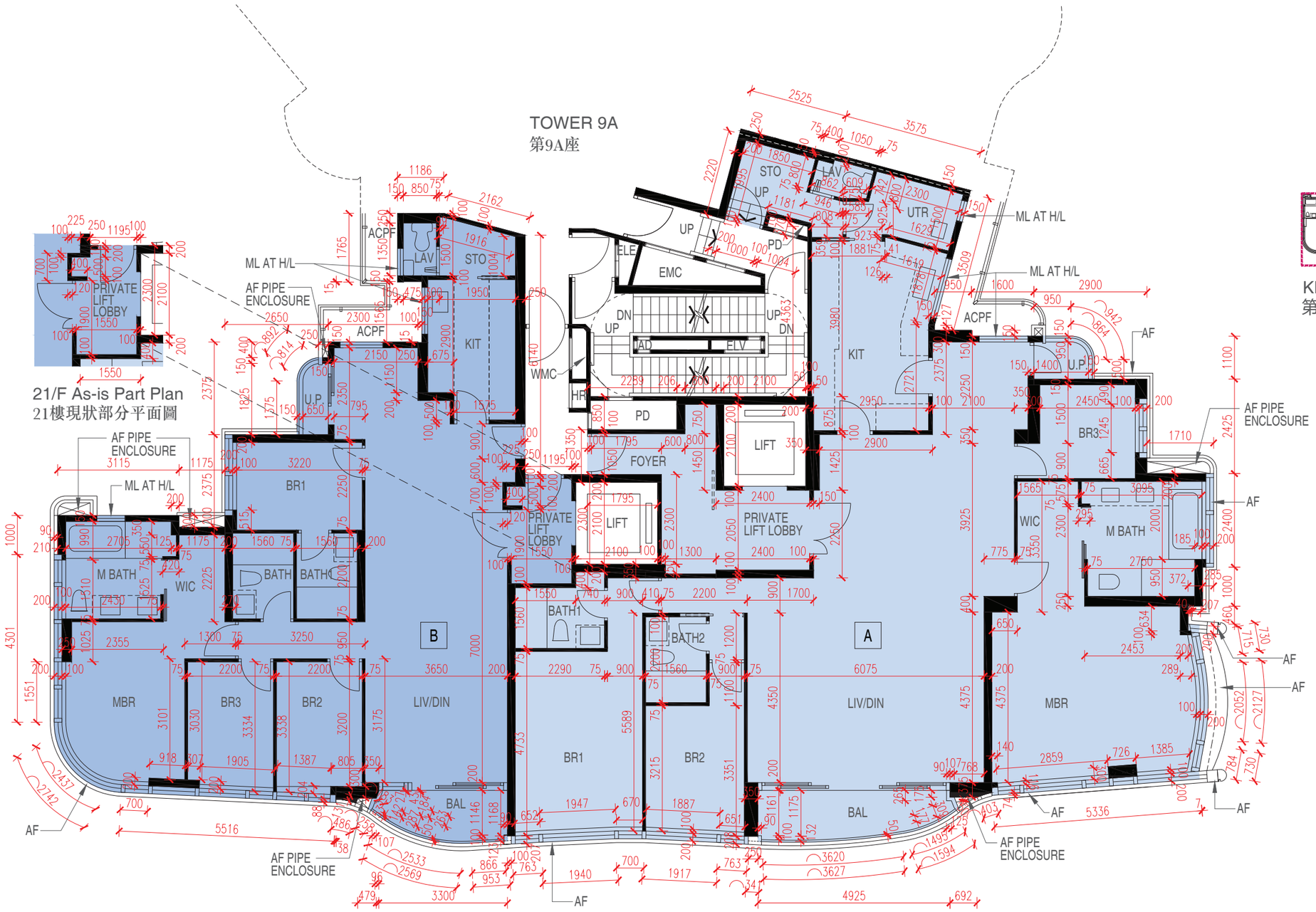
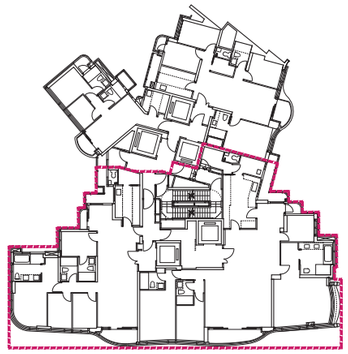
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 21/F
第9座 21樓





KEY PLAN FOR TOWER 9/9A 21/F
第9/9A座 21樓 位置圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	21/F 21樓	2850, 2950, 3200, 3300	2850, 2950, 3200, 3300
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	21/F 21樓	150, 175, 200, 250, 400	150, 175

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備註:
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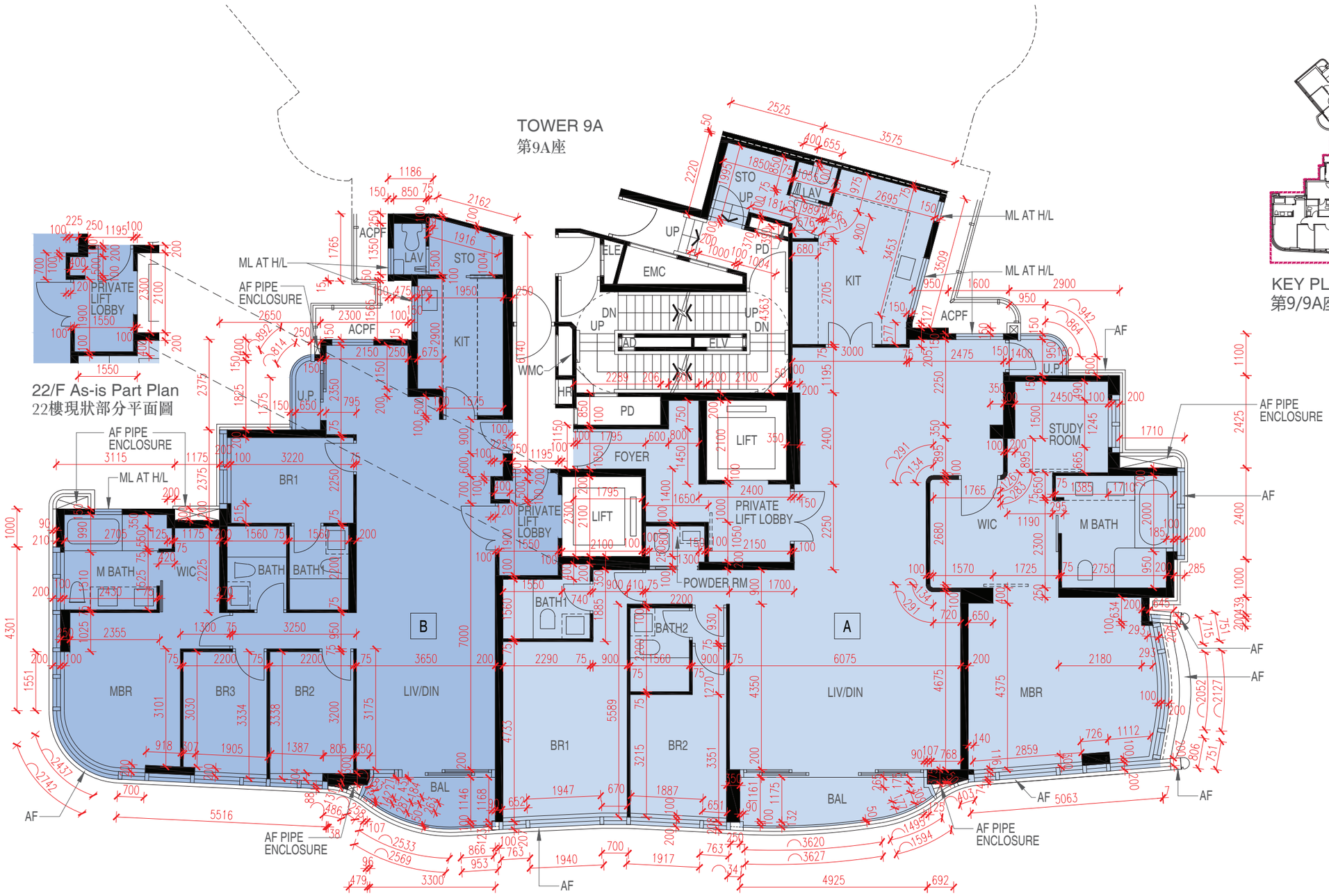
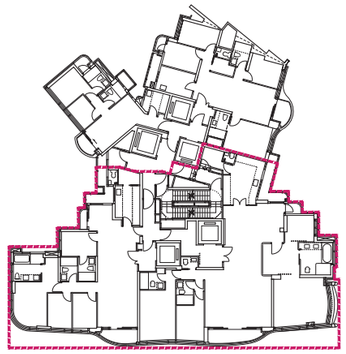
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 22/F
第9座 22樓

TOWER 9A
第9A座



22/F As-is Part Plan
22樓現狀部分平面圖



KEY PLAN FOR TOWER 9/9A 22/F
第9/9A座 22樓 位置圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	22/F 22樓	2850, 2950, 3200, 3300	2850, 2950, 3200, 3300
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	22/F 22樓	150, 175, 200, 250, 400	150, 175

The internal areas of the residential properties 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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)
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備註:
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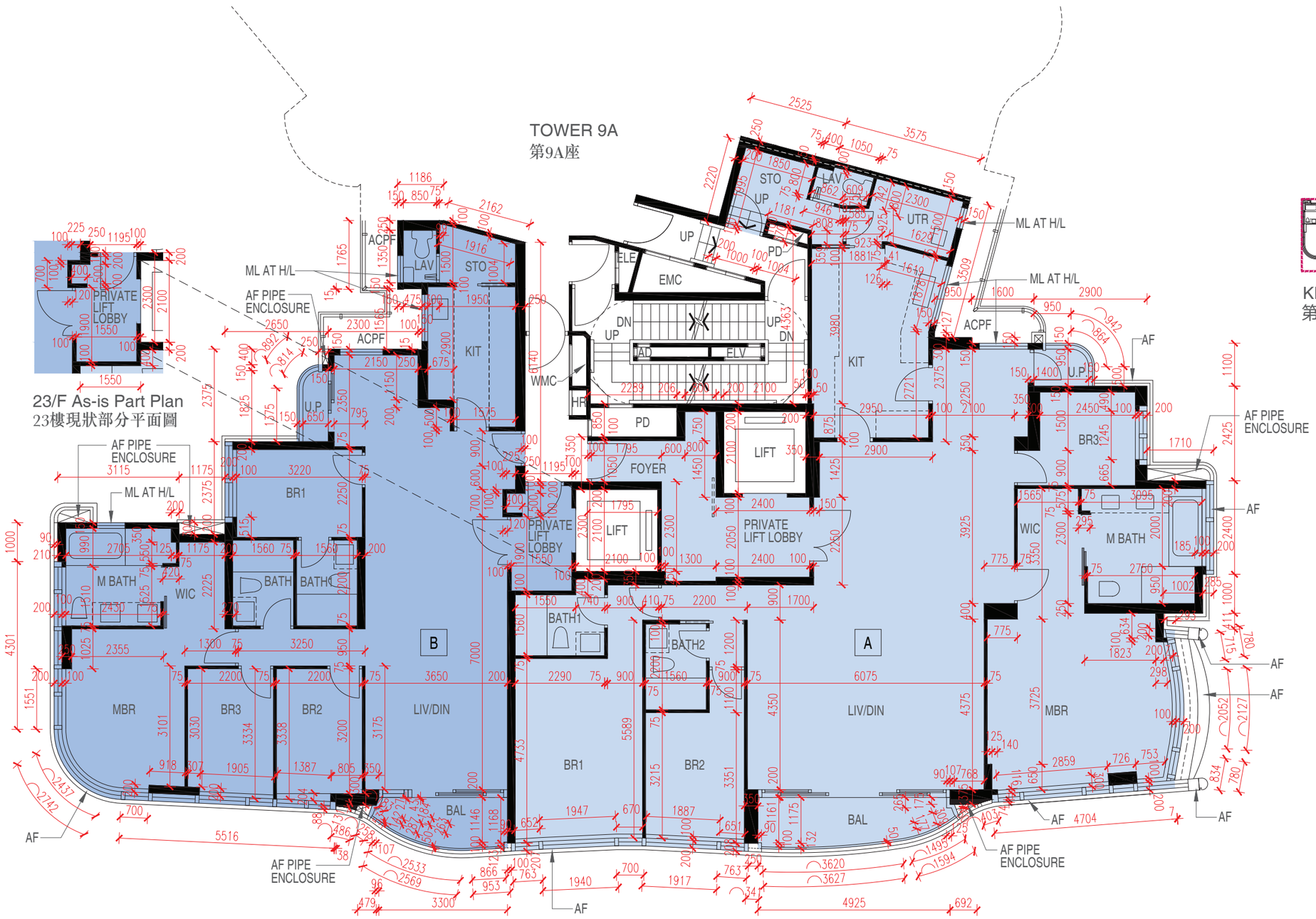
3. 設有開放式廚房的住宅單位(如有)內所顯示的虛線代表開放式廚房範圍。
4. 單位已進行《建築物條例》下的小型工程及/或獲豁免入則的改動工程，有關改動請參閱現狀部份平面圖。

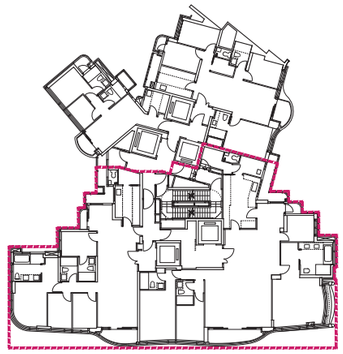
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 23/F
第9座 23樓

TOWER 9A
第9A座



23/F As-is Part Plan
23樓現狀部分平面圖



KEY PLAN FOR TOWER 9/9A 23/F
第9/9A座 23樓 位置圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	23/F 23樓	2950, 3050, 3300, 3400	2950, 3050, 3300, 3400
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	23/F 23樓	150, 175, 200, 250, 400	150, 175

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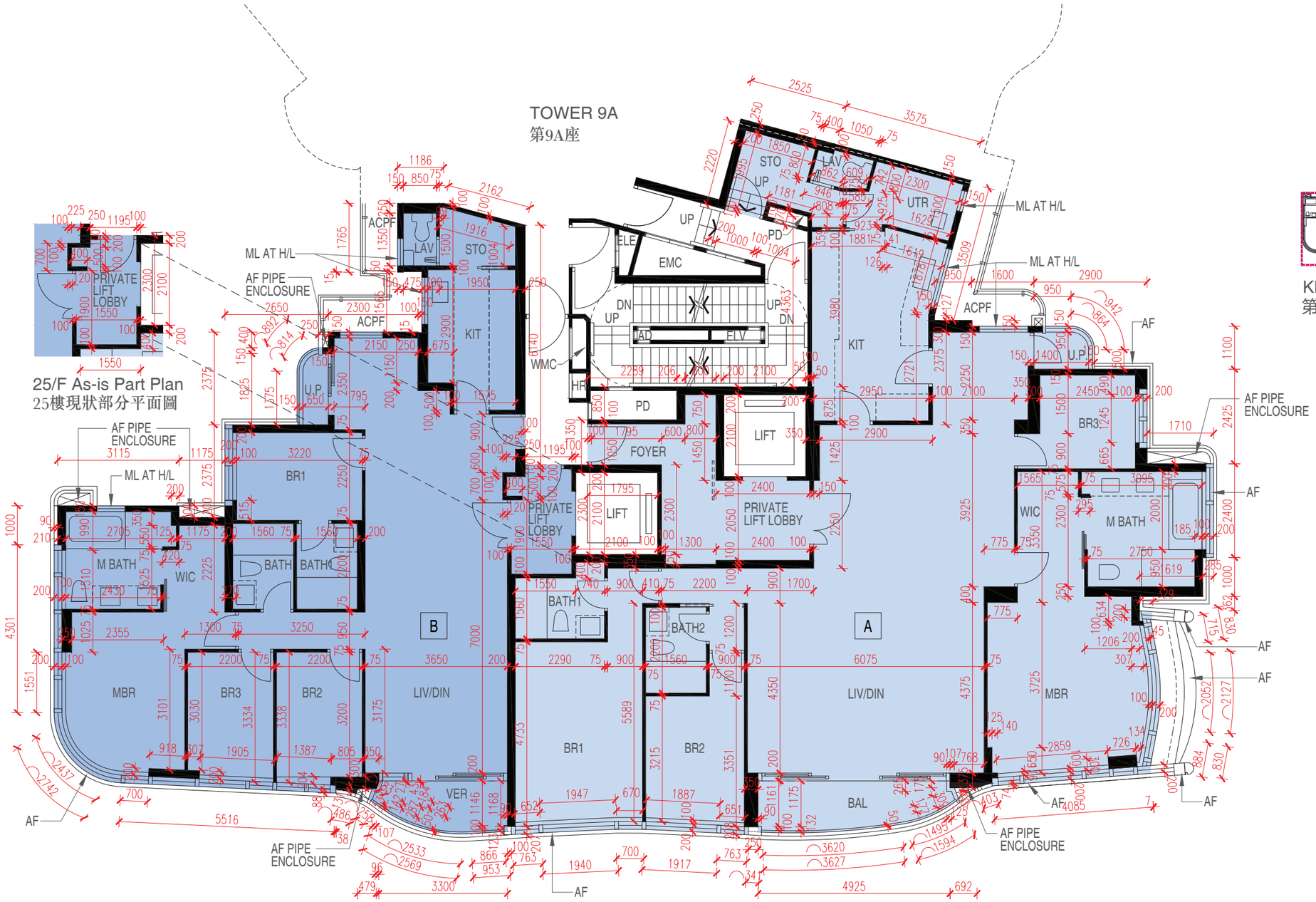
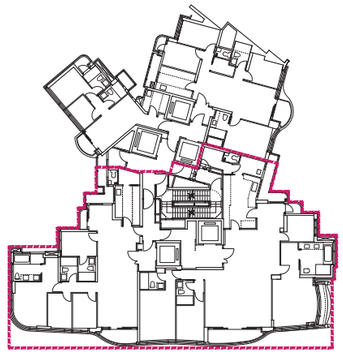
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 25/F
第9座 25樓





KEY PLAN FOR TOWER 9/9A 25/F
第9/9A座 25樓 位置圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	25/F 25樓	2950, 3050, 3100, 3300, 3360, 3400	3000, 3050, 3100, 3150, 3300, 3360, 3400
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	25/F 25樓	150, 175, 200, 250	150, 175, 200

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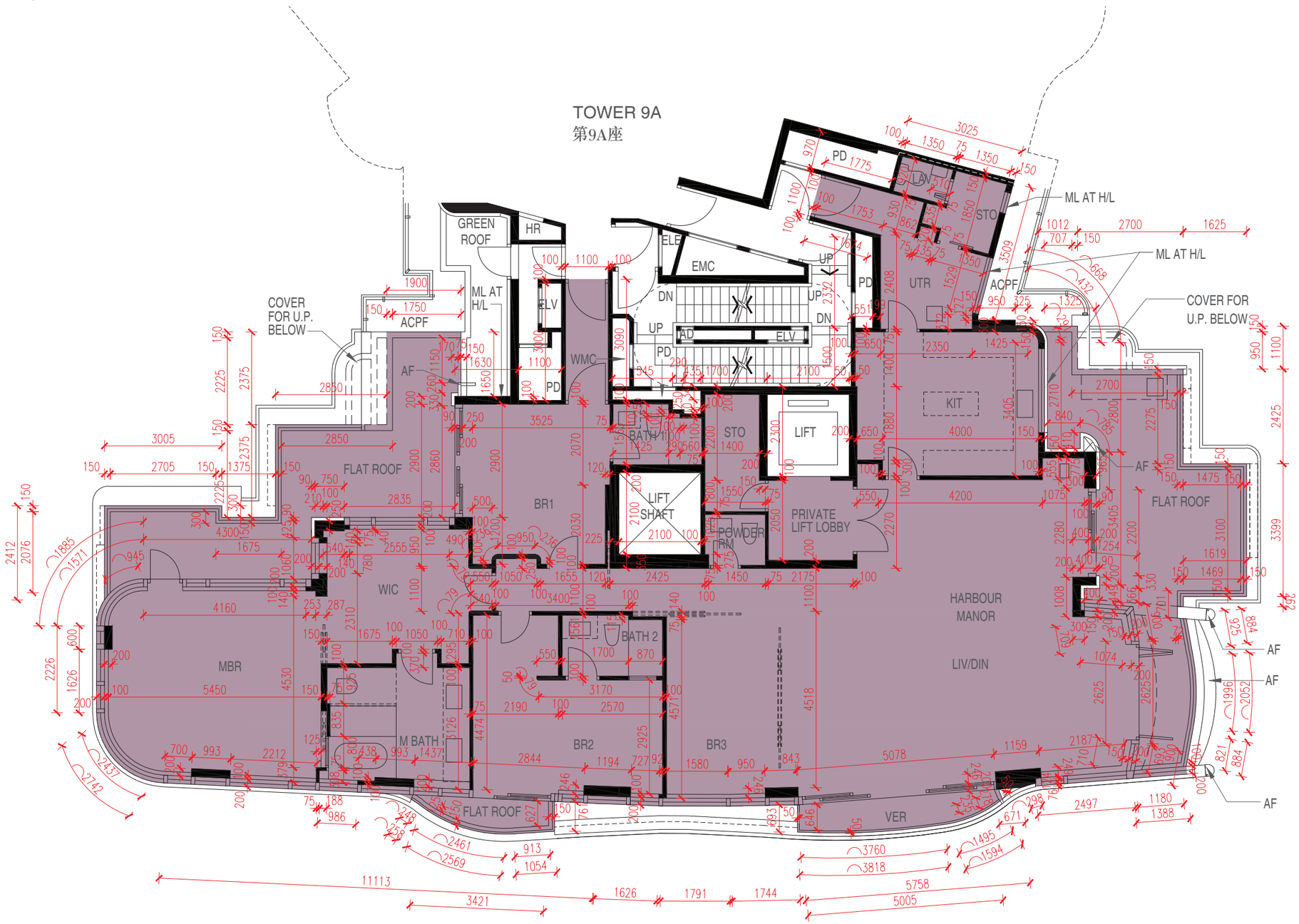
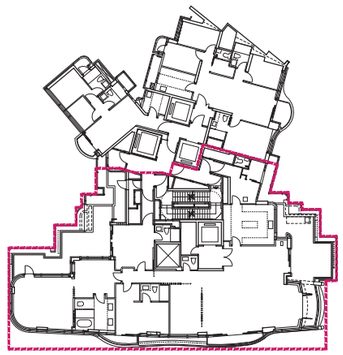
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 26/F
第9座 26樓





KEY PLAN FOR TOWER 9/9A 26/F
第9/9A座 26樓 位置圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位
			HARBOUR MANOR
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	26/F 26樓	3000, 3050, 3150, 3200, 3400, 3500
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	26/F 26樓	150, 175, 200

The internal areas of the residential properties 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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)
因住宅物業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。(不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。)

Notes:
1. The dimensions of floor plans are all structural dimensions in millimetre.
2. Please refer to Pages AL01 to AL05 of this sales brochure for remarks, legend of the terms and abbreviations shown in the floor plan.
3. Dotted line in a residential unit with open kitchen (if any) delineates the extent of open kitchen area.

備註:
1. 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
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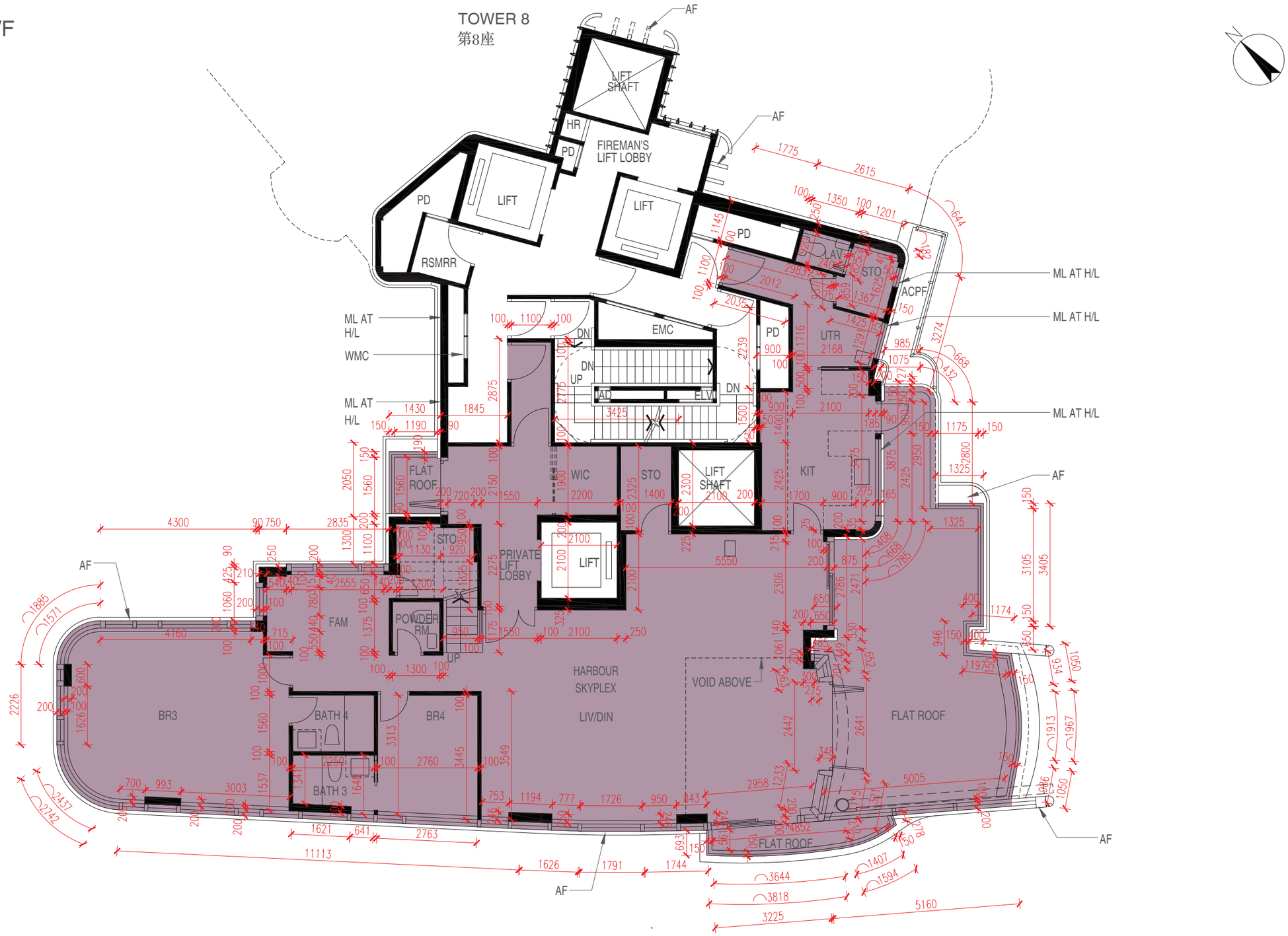
3. 設有開放式廚房的住宅單位(如有)內所顯示的虛線代表開放式廚房範圍。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 27/F
第9座 27樓



Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位
			HARBOUR SKYPLEX
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	27/F 27樓	3750, 3900, 4000, 6700
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	27/F 27樓	150, 175, 200, 225, 600

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因住宅物業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。(不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。)

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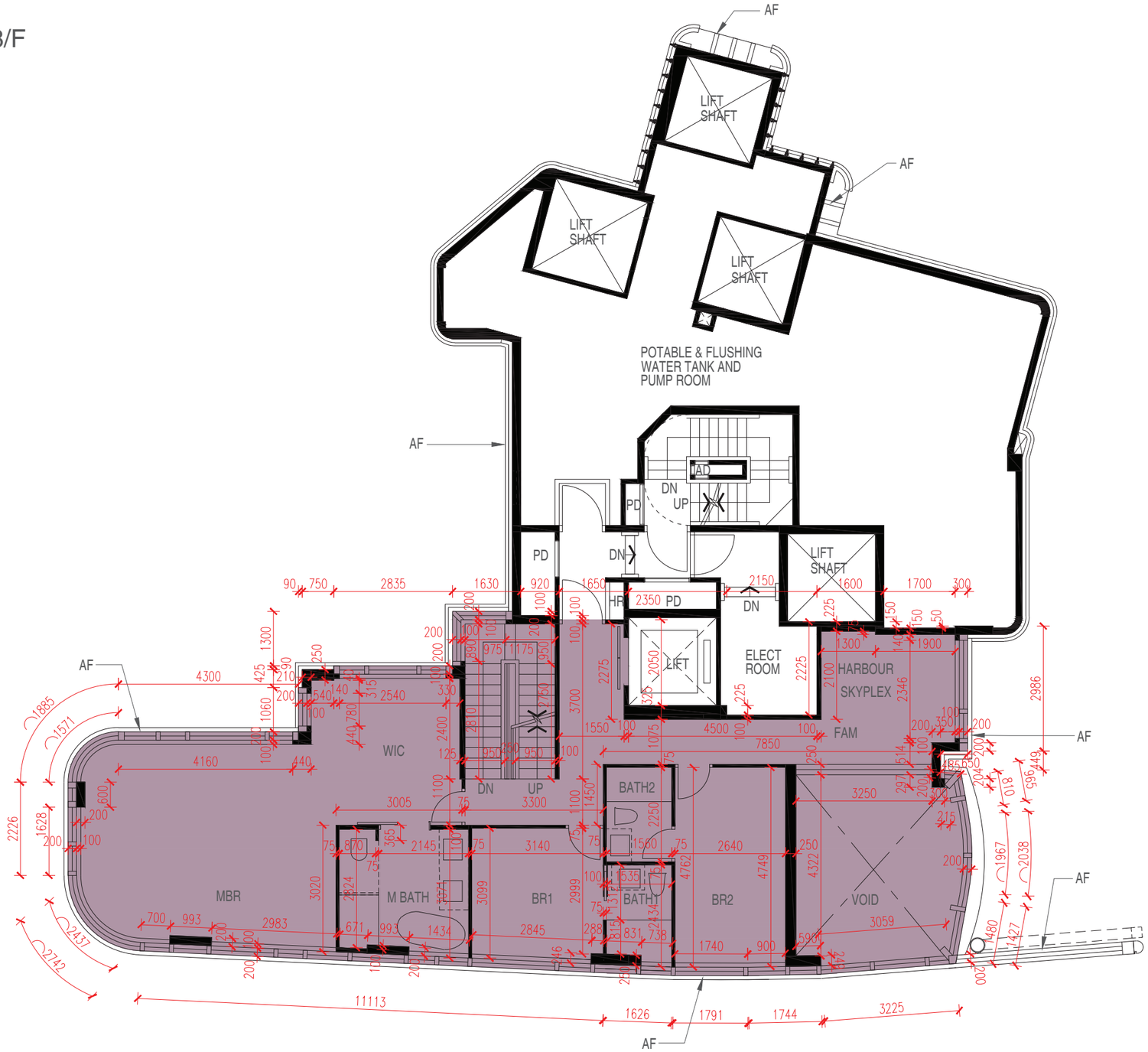
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 28/F
第9座 28樓



Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位
			HARBOUR SKYPLEX
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	28/F 28樓	3500
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	28/F 28樓	175, 200, 225, 600

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因住宅物業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。(不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。)

Notes:
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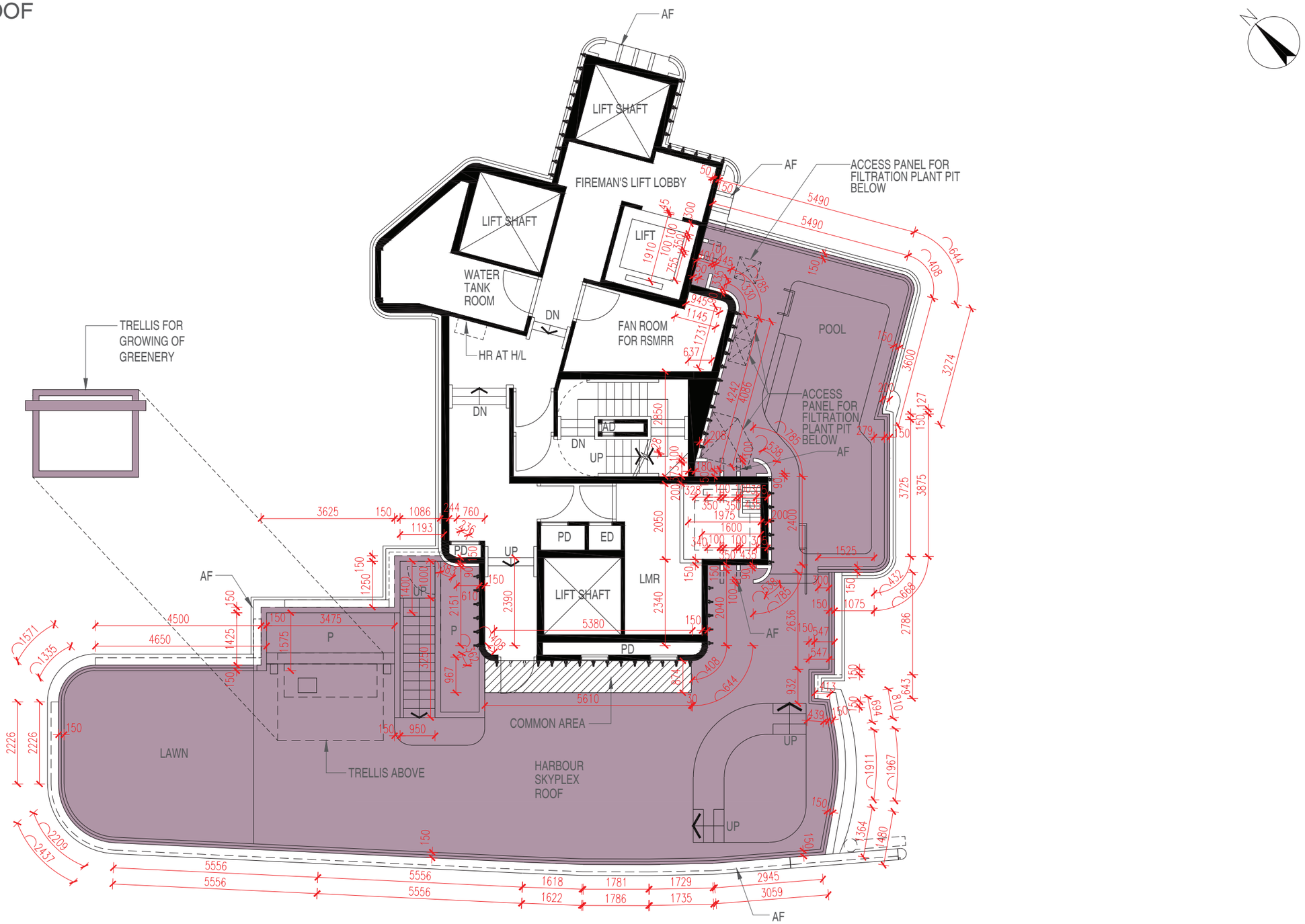
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9 ROOF
第9座 天台



Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位
			HARBOUR SKYPLEX
TOWER 9 第9座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	ROOF 天台	Not applicable 不適用
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	ROOF 天台	Not applicable 不適用

The internal areas of the residential properties 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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)
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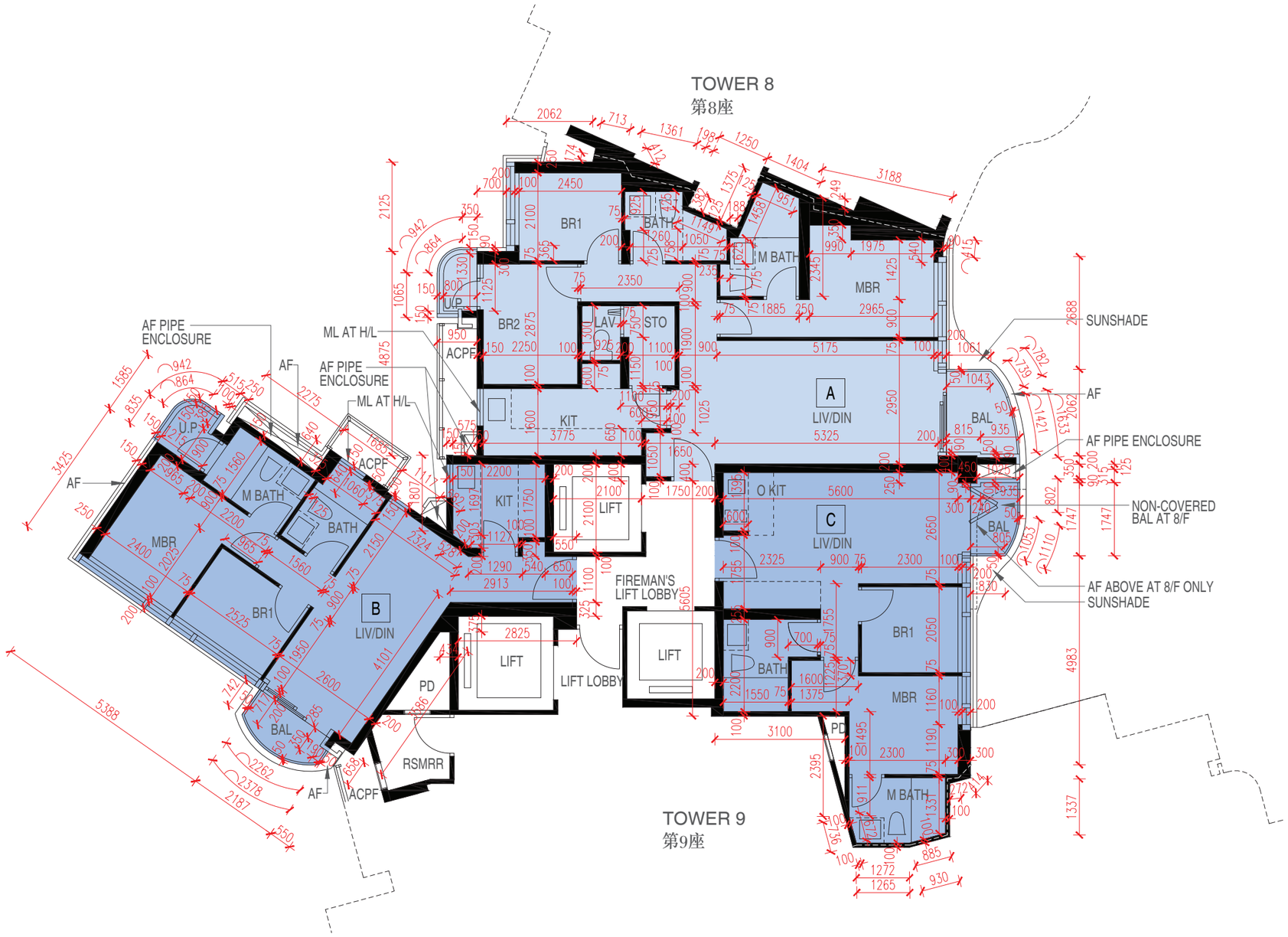
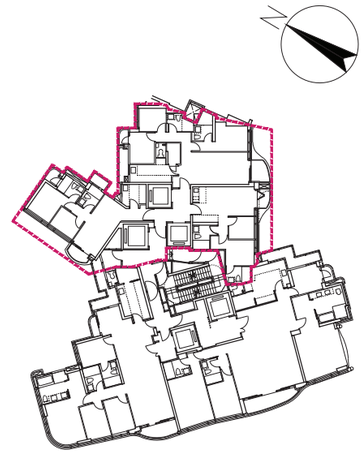
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9A 2/F-3/F & 5/F-8/F
第9A座 2樓至3樓 及 5樓至8樓





KEY PLAN FOR TOWER 9/9A 2/F-3/F & 5/F-8/F
第9/9A座 2樓至3樓 及 5樓至8樓 位置圖

Scale 比例尺：0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位		
			A	B	C
TOWER 9A 第9A座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	2/F-3/F & 5/F-7/F 2樓至3樓 及 5樓至7樓	2850, 2950, 3300	2950, 3200, 3300	2950, 3200, 3300
		8/F 8樓	2950, 3200, 3300	2950, 3200, 3300	2950, 3200, 3300
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	2/F-3/F & 5/F-7/F 2樓至3樓 及 5樓至7樓	150, 175, 225	150, 175, 250	150, 200
		8/F 8樓	150, 175, 225	150, 250	150, 200

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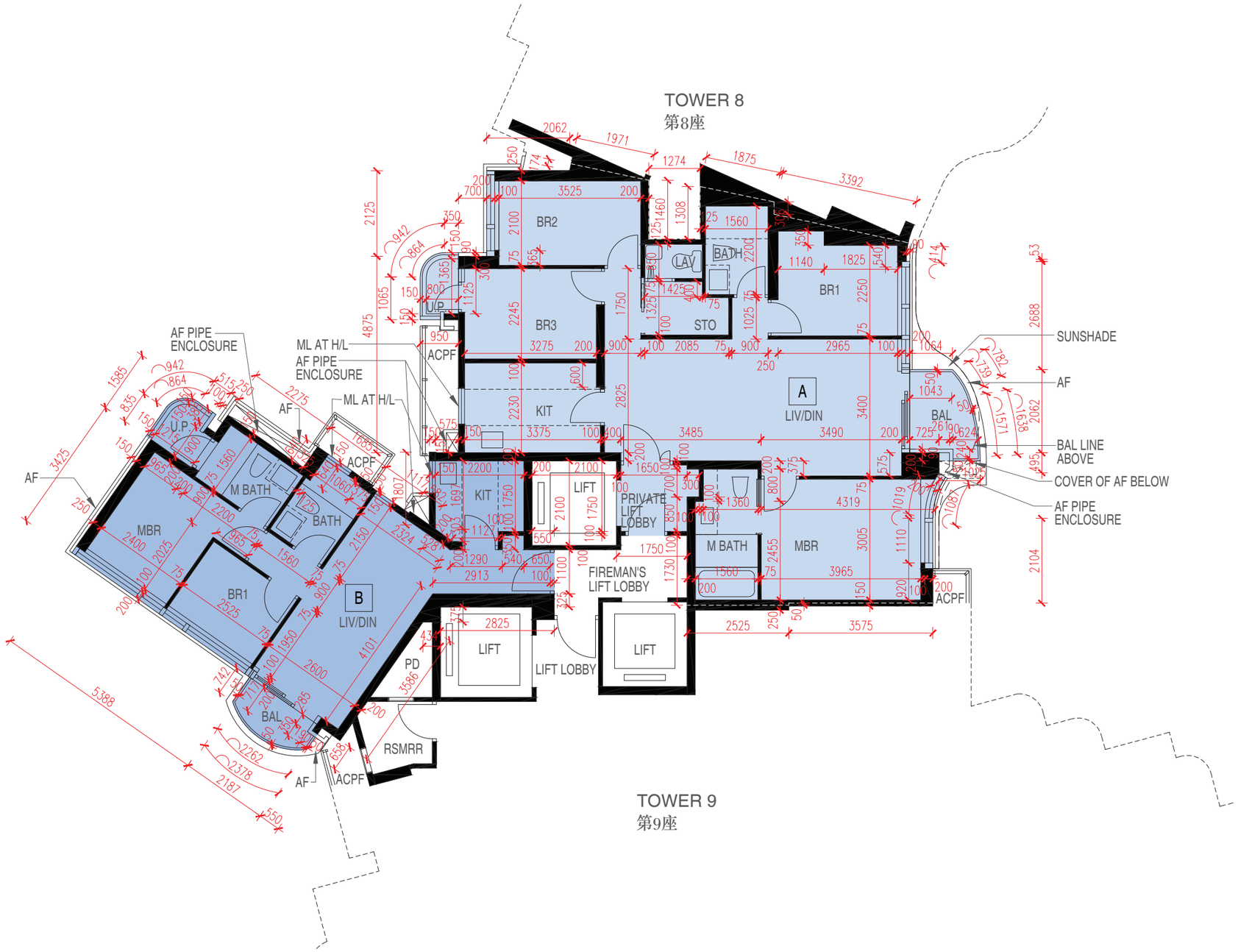
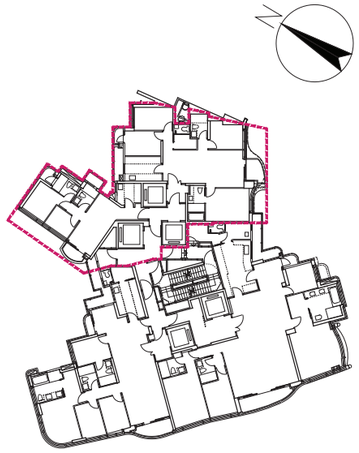
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9A 9/F
第9A座 9樓





KEY PLAN FOR TOWER 9/9A 9/F
第9/9A座 9樓 位置圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9A 第9A座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	9/F 9樓	2950, 3200, 3300	2950, 3200, 3300
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	9/F 9樓	150, 175, 200, 225	150, 250

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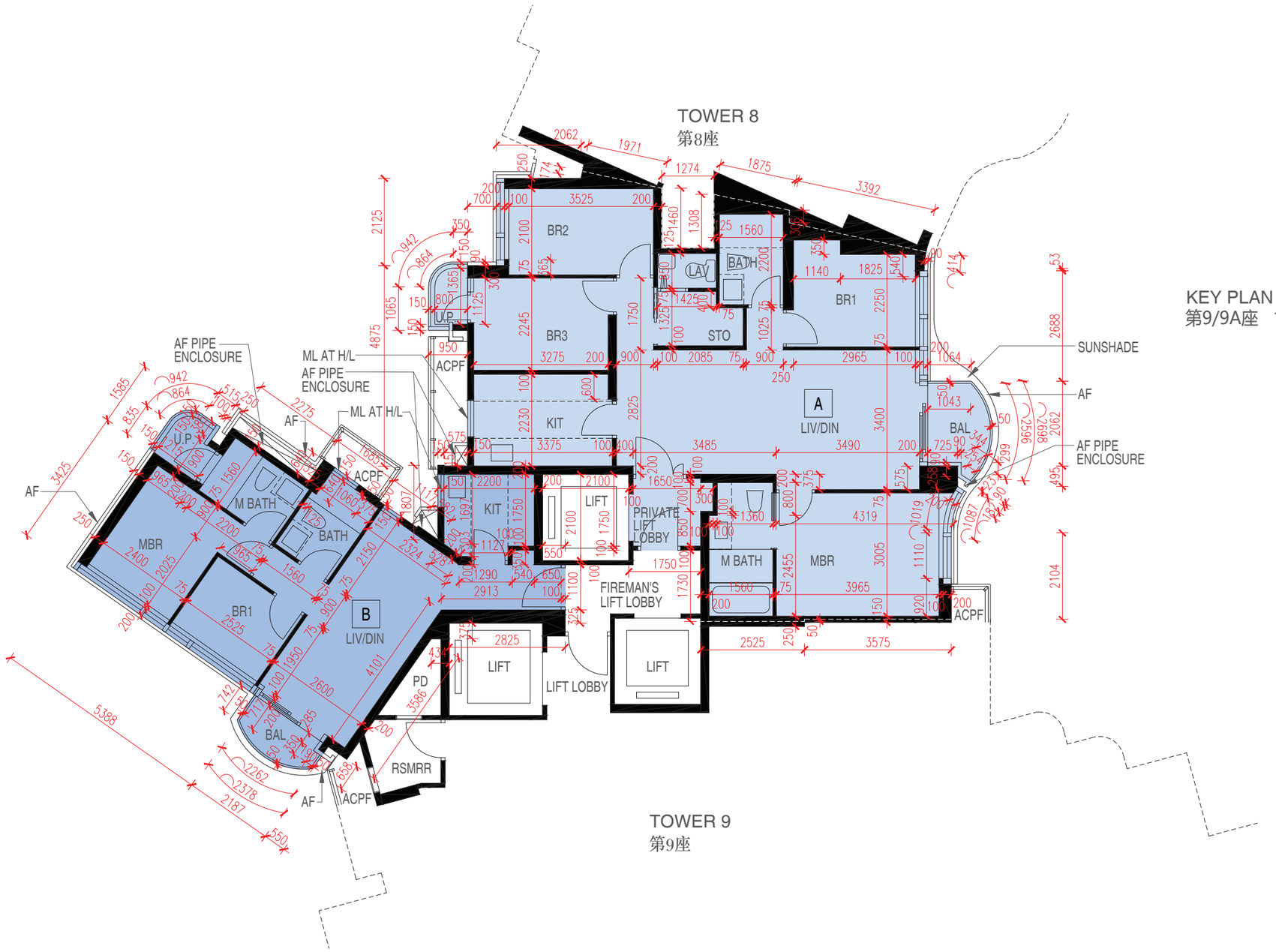
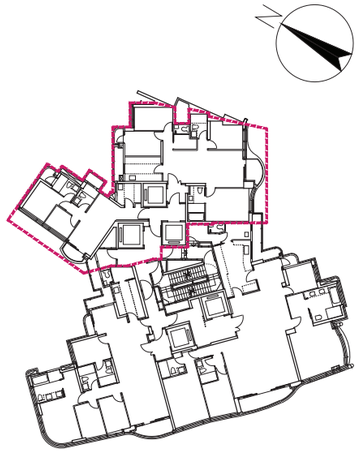
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9A 10/F-12/F, 15/F-23/F & 25/F
第9A座 10樓至12樓, 15樓至23樓 及 25樓





KEY PLAN FOR TOWER 9/9A 10/F-12/F, 15/F-23/F & 25/F
第9/9A座 10樓至12樓, 15樓至23樓 及 25樓 位置圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9A 第9A座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	10/F-12/F & 15/F-22/F 10樓至12樓 及 15樓至22樓	2950, 3200, 3300	2950, 3200, 3300
		23/F & 25/F 23樓 及 25樓	3050, 3300, 3400	3050, 3300, 3400
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	10/F-12/F & 15/F-22/F 10樓至12樓 及 15樓至22樓	150, 175, 200, 225	150, 250
		23/F & 25/F 23樓 及 25樓	150, 175, 200, 225	150, 250

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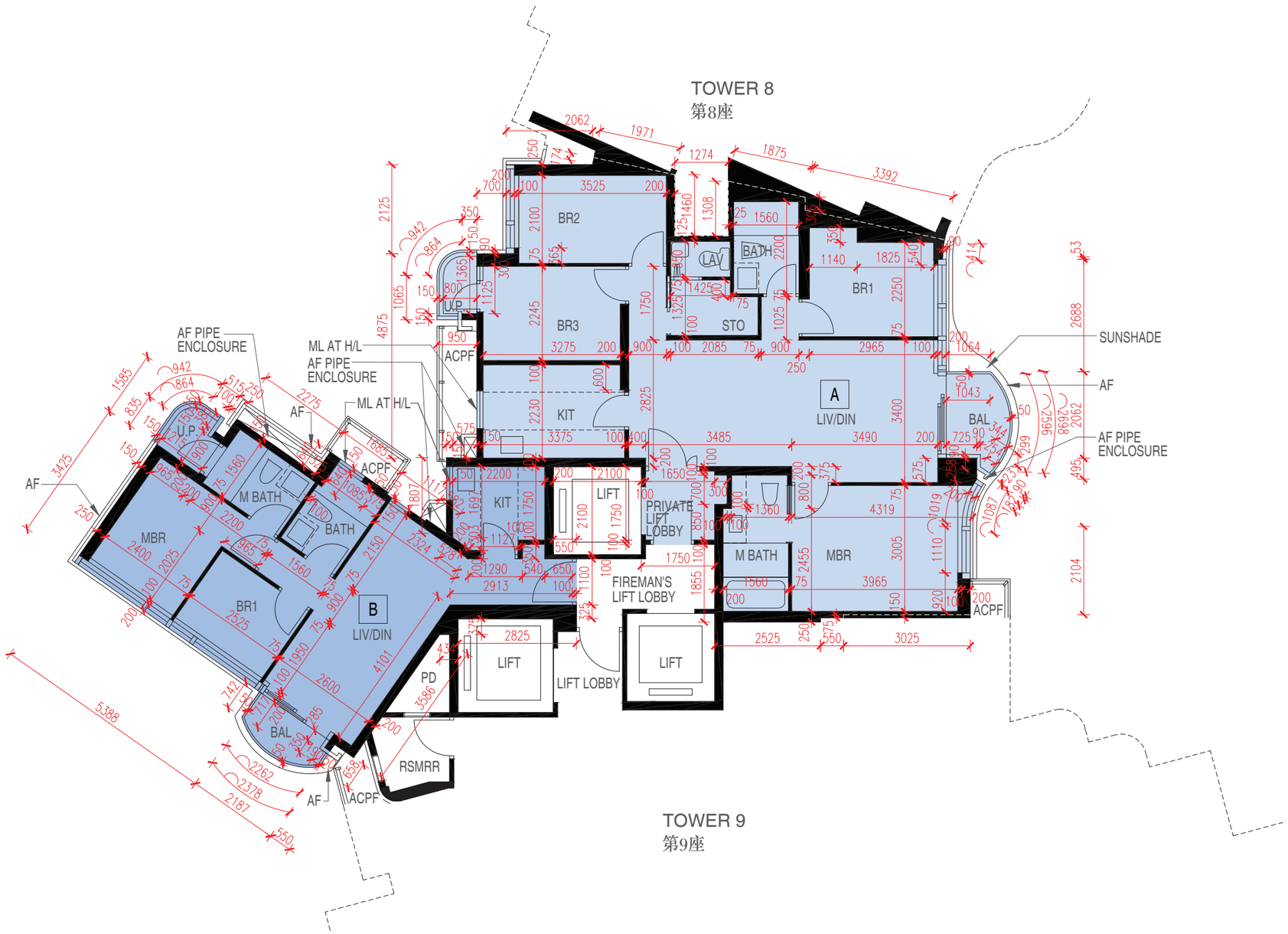
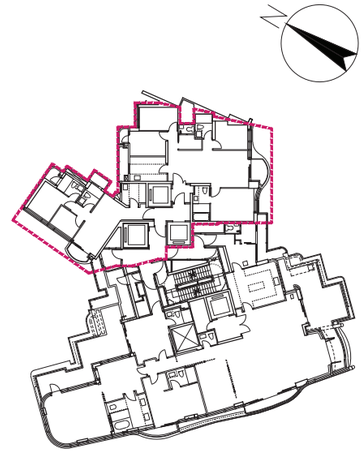
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

TOWER 9A 26/F
第9A座 26樓





KEY PLAN FOR TOWER 9/9A 26/F
第9/9A座 26樓 位置圖

Scale 比例尺 : 0 1 2 3 4 5 10
Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位	
			A	B
TOWER 9A 第9A座	Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	26/F 26樓	3050, 3300, 3400	3400
	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)（毫米）	26/F 26樓	175, 200, 275	150, 175, 200, 300

The internal areas of the residential properties 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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)
因住宅物業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。(不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。)

Notes:
1. The dimensions of floor plans are all structural dimensions in millimetre.
2. Please refer to Pages AL01 to AL05 of this sales brochure for remarks, legend of the terms and abbreviations shown in the floor plan.
3. Dotted line in a residential unit with open kitchen (if any) delineates the extent of open kitchen area.

備註:
1. 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
2. 樓面平面圖中顯示之附註、名詞及簡稱圖例請參閱本售樓說明書第AL01至AL05頁。
3. 設有開放式廚房的住宅單位(如有)內所顯示的虛線代表開放式廚房範圍。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積（包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Tower Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
TOWER 8 第 8 座	2/F-3/F & 5/F-8/F 2 樓至 3 樓 及 5 樓至 8 樓	A	77.058 (829) Balcony 露台 : 3.581 (39) Utility Platform 工作平台 : -- Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	76.733 (826) Balcony 露台 : 3.553 (38) Utility Platform 工作平台 : 1.954 (21) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		C	47.097 (507) Balcony 露台 : 2.010 (22) Utility Platform 工作平台 : -- Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
	9/F 9 樓	A	107.636 (1159) Balcony 露台 : 3.581 (39) Utility Platform 工作平台 : 1.954 (21) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	107.426 (1156) Balcony 露台 : 3.553 (38) Utility Platform 工作平台 : 1.954 (21) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--

1. The saleable area and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.
2. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
3. 4/F, 13/F, 14/F and 24/F are omitted.

1. 實用面積以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
2. 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
3. 不設4樓、13樓、14樓 及 24樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積（包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）										
Tower Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
TOWER 8 第 8 座	10/F-12/F, 15/F-23/F & 25/F-26/F 10 樓至 12 樓、15 樓至 23 樓 及 25 樓至 26 樓	A	107.636 (1159) Balcony 露台 : 3.581 (39) Utility Platform 工作平台 : 1.954 (21) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	107.454 (1157) Balcony 露台 : 3.581 (39) Utility Platform 工作平台 : 1.954 (21) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
	27/F 27 樓	SKY MANOR	196.600 (2116) Balcony 露台 : 7.448 (80) Utility Platform 工作平台 : 1.954 (21) Verandah 陽台 : --	--	--	--	132.362 (1425)	--	--	--	--	--	--
	28/F 28 樓	SKYPLEX	196.535 (2116) Balcony 露台 : 7.448 (80) Utility Platform 工作平台 : 1.954 (21) Verandah 陽台 : --	--	--	--	--	--	--	157.126 (1691)	--	--	--

1. The saleable area and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.
2. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
3. 4/F, 13/F, 14/F and 24/F are omitted.

1. 實用面積以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
2. 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
3. 不設4樓、13樓、14樓 及 24樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積（包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Tower Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
TOWER 9 第 9 座	2/F-3/F & 5/F-8/F 2 樓至 3 樓 及 5 樓至 8 樓	A	172.891 (1861) Balcony 露台 : 5.889 (63) Utility Platform 工作平台 : 1.605 (17) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	130.056 (1400) Balcony 露台 : 4.173 (45) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
	9/F 9 樓	A	198.158 (2133) Balcony 露台 : 5.889 (63) Utility Platform 工作平台 : 1.628 (18) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	130.056 (1400) Balcony 露台 : 4.173 (45) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
	10/F 10 樓	A	199.143 (2144) Balcony 露台 : 5.889 (63) Utility Platform 工作平台 : 1.628 (18) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	130.056 (1400) Balcony 露台 : 4.173 (45) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--

1. The saleable area and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.
2. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
3. 4/F, 13/F, 14/F and 24/F are omitted.

1. 實用面積以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
2. 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
3. 不設4樓、13樓、14樓 及 24樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積（包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Tower Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
TOWER 9 第 9 座	11/F 11 樓	A	200.123 (2154) Balcony 露台 : 5.889 (63) Utility Platform 工作平台 : 1.628 (18) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	130.056 (1400) Balcony 露台 : 4.173 (45) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
	12/F 12 樓	A	201.309 (2167) Balcony 露台 : 5.889 (63) Utility Platform 工作平台 : 1.628 (18) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	130.056 (1400) Balcony 露台 : 4.173 (45) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
	15/F 15 樓	A	202.438 (2179) Balcony 露台 : 5.889 (63) Utility Platform 工作平台 : 1.628 (18) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	130.056 (1400) Balcony 露台 : 4.173 (45) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--

1. The saleable area and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.
2. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
3. 4/F, 13/F, 14/F and 24/F are omitted.

1. 實用面積以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
2. 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
3. 不設4樓、13樓、14樓 及 24樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積（包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Tower Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
TOWER 9 第 9 座	16/F 16 樓	A	203.440 (2190) Balcony 露台 : 5.889 (63) Utility Platform 工作平台 : 1.628 (18) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	130.056 (1400) Balcony 露台 : 4.173 (45) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
	17/F 17 樓	A	204.126 (2197) Balcony 露台 : 5.889 (63) Utility Platform 工作平台 : 1.628 (18) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	130.056 (1400) Balcony 露台 : 4.173 (45) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
	18/F 18 樓	A	204.500 (2201) Balcony 露台 : 5.889 (63) Utility Platform 工作平台 : 1.628 (18) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	130.056 (1400) Balcony 露台 : 4.173 (45) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--

1. The saleable area and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.
2. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
3. 4/F, 13/F, 14/F and 24/F are omitted.

1. 實用面積以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
2. 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
3. 不設4樓、13樓、14樓 及 24樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積（包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Tower Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
TOWER 9 第 9 座	19/F 19 樓	A	204.316 (2199) Balcony 露台 : 5.889 (63) Utility Platform 工作平台 : 1.628 (18) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	130.056 (1400) Balcony 露台 : 4.173 (45) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
	20/F 20 樓	A	203.757 (2193) Balcony 露台 : 5.889 (63) Utility Platform 工作平台 : 1.628 (18) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	130.056 (1400) Balcony 露台 : 4.173 (45) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
	21/F 21 樓	A	202.883 (2184) Balcony 露台 : 5.889 (63) Utility Platform 工作平台 : 1.628 (18) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	130.056 (1400) Balcony 露台 : 4.173 (45) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--

1. The saleable area and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.
2. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
3. 4/F, 13/F, 14/F and 24/F are omitted.

1. 實用面積以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
2. 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
3. 不設4樓、13樓、14樓 及 24樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積（包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Tower Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
TOWER 9 第 9 座	22/F 22 樓	A	201.691 (2171) Balcony 露台 : 5.889 (63) Utility Platform 工作平台 : 1.628 (18) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	130.056 (1400) Balcony 露台 : 4.173 (45) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
	23/F 23 樓	A	200.121 (2154) Balcony 露台 : 5.889 (63) Utility Platform 工作平台 : 1.628 (18) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	130.056 (1400) Balcony 露台 : 4.173 (45) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
	25/F 25 樓	A	197.394 (2125) Balcony 露台 : 5.889 (63) Utility Platform 工作平台 : 1.628 (18) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	130.056 (1400) Balcony 露台 : 4.173 (45) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--

1. The saleable area and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.
2. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
3. 4/F, 13/F, 14/F and 24/F are omitted.

1. 實用面積以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
2. 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
3. 不設4樓、13樓、14樓 及 24樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積（包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Tower Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
TOWER 9 第 9 座	26/F 26 樓	HARBOUR MANOR	248.299 (2673) Balcony 露台 : -- Utility Platform 工作平台 : -- Verandah 陽台 : 3.949 (43)	--	--	--	47.509 (511)	--	--	--	--	--	--
	27/F-28/F 27 樓至 28 樓	HARBOUR SKYPLEX	328.568 (3537) Balcony 露台 : -- Utility Platform 工作平台 : -- Verandah 陽台 : --	--	--	--	42.983 (463)	--	--	150.542 (1620)	--	--	--

1. The saleable area and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.
2. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
3. 4/F, 13/F, 14/F and 24/F are omitted.

1. 實用面積以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
2. 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
3. 不設4樓、13樓、14樓 及 24樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積（包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Tower Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
TOWER 9A 第 9A 座	2/F-3/F & 5/F-8/F 2 樓至 3 樓 及 5 樓至 8 樓	A	77.332 (832) Balcony 露台 : 3.580 (39) Utility Platform 工作平台 : 1.504 (16) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	55.021 (592) Balcony 露台 : 2.129 (23) Utility Platform 工作平台 : 1.785 (19) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		C	46.236 (498) Balcony 露台 : 2.030 (22) Utility Platform 工作平台 : -- Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
	9/F 9 樓	A	100.899 (1086) Balcony 露台 : 3.379 (36) Utility Platform 工作平台 : 1.504 (16) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	55.021 (592) Balcony 露台 : 2.129 (23) Utility Platform 工作平台 : 1.785 (19) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--

1. The saleable area and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.
2. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
3. 4/F, 13/F, 14/F and 24/F are omitted.

1. 實用面積以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
2. 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
3. 不設4樓、13樓、14樓 及 24樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

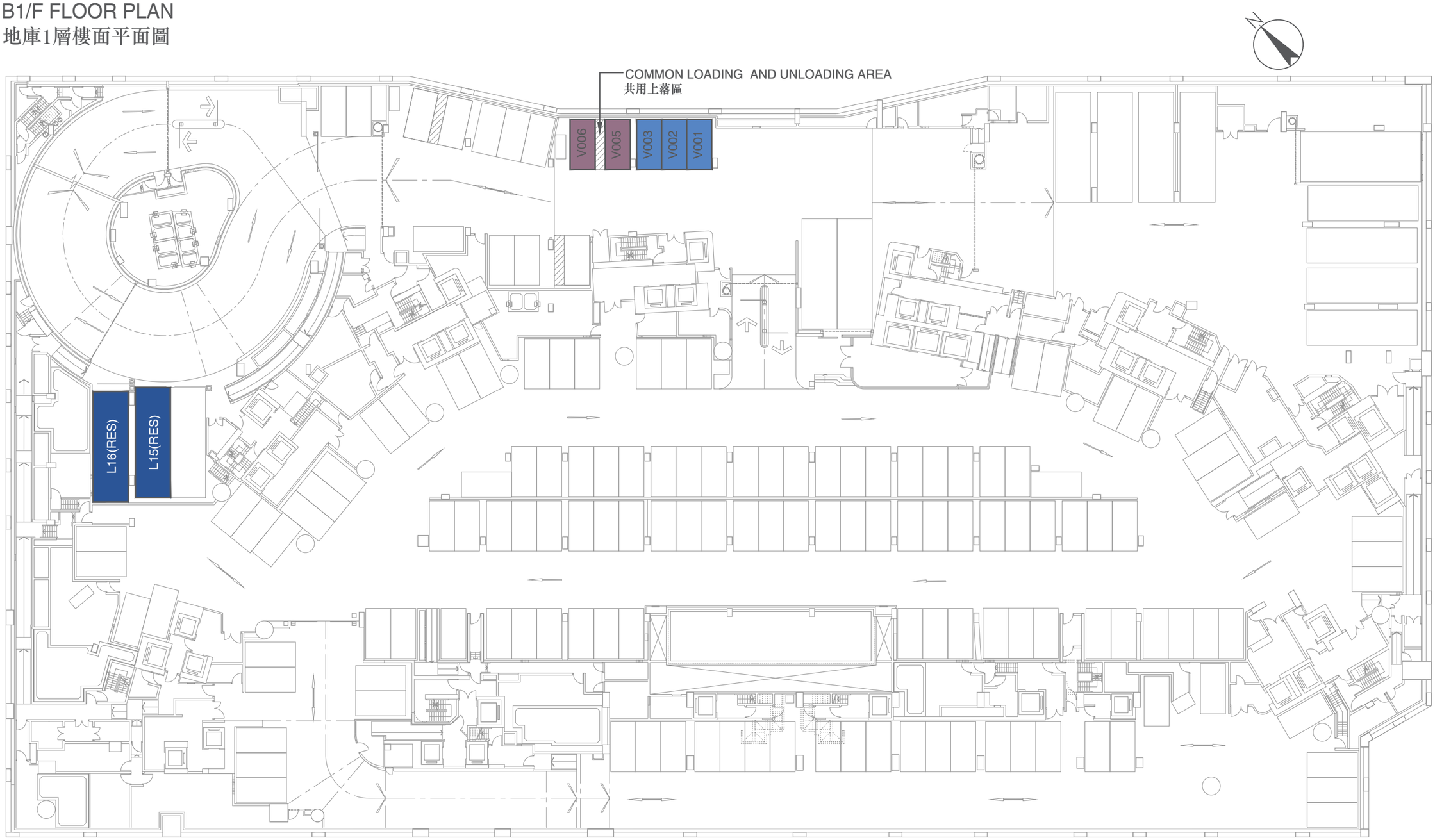
Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積（包括露台、工作平台及陽台（如有）） 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Tower Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
TOWER 9A 第 9A 座	10/F-12/F, 15/F-23/F & 25/F 10 樓至 12 樓、15 樓至 23 樓 及 25 樓	A	100.699 (1084) Balcony 露台 : 3.179 (34) Utility Platform 工作平台 : 1.504 (16) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	55.021 (592) Balcony 露台 : 2.129 (23) Utility Platform 工作平台 : 1.785 (19) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
	26/F 26 樓	A	101.056 (1088) Balcony 露台 : 3.179 (34) Utility Platform 工作平台 : 1.504 (16) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--
		B	55.021 (592) Balcony 露台 : 2.129 (23) Utility Platform 工作平台 : 1.785 (19) Verandah 陽台 : --	--	--	--	--	--	--	--	--	--	--

1. The saleable area and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.
2. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
3. 4/F, 13/F, 14/F and 24/F are omitted.

1. 實用面積以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
2. 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
3. 不設4樓、13樓、14樓 及 24樓。

FLOOR PLANS OF PARKING SPACES IN THE PHASE
期數中的停車位的樓面平面圖

B1/F FLOOR PLAN
地庫1層樓面平面圖



LEGEND 圖例：

- Visitor Parking Space 訪客停車位
- Accessible Visitor Parking Space 訪客暢通易達停車位
- Residential Loading and Unloading Parking Space 住宅上落貨停車位

FLOOR PLANS OF PARKING SPACES IN THE PHASE
期數中的停車位的樓面平面圖

B2/F FLOOR PLAN
地庫2層樓面平面圖

LEGEND 圖例：

- Residential Car Parking Space 住宅停車位
- Residential Motor Cycle Parking Space 住宅電單車停車位
- Bicycle Parking Space 單車停車位

FLOOR PLANS OF PARKING SPACES IN THE PHASE
期數中的停車位的樓面平面圖

LOCATION, NUMBER, DIMENSIONS AND AREA OF PARKING SPACES:
停車位位置、數目、尺寸及面積表：

Type of Parking Space 停車位類別	Location 位置	Number 數目	Dimension(LxW) (m) 尺寸(長x闊) (米)	Area of Each Parking Space (sq.m.) 每個停車位面積(平方米)
Visitor Parking Space 訪客停車位	B1/F 地庫1層	3	5.0 x 2.5	12.5
Accessible Visitor Parking Space 訪客暢通易達停車位		2	5.0 x 2.5	12.5
Residential Loading and Unloading Parking Space 住宅上落貨停車位		2	11.0 x 3.5	38.5
Residential Car Parking Space 住宅停車位	B2/F 地庫2層	117	5.0 x 2.5	12.5
Residential Motor Cycle Parking Space 住宅電單車停車位		1	1.0 x 2.4	2.4
Bicycle Parking Space 單車停車位		1	0.5 x 2.0	1.0

Note: Apart from the parking spaces mentioned above, the other parking spaces shown in the floor plan belong to the other Phases of the Development.
備註：除以上提及的停車位外, 樓面平面圖中顯示的其他停車位屬於發展項目的其他期數。

SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE
臨時買賣合約的摘要

1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase (the “preliminary agreement”);
2. The preliminary deposit paid by the purchaser on the signing of the preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders;
3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the preliminary agreement —
   (i) the preliminary agreement is terminated;
   (ii) the preliminary deposit is forfeited; and
   (iii) the owner does not have any further claim against the purchaser for the failure.

1. 在簽署臨時買賣合約(該"臨時合約")時須支付款額為5%的臨時訂金；
2. 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有；
3. 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約—
   (i) 該臨時合約即告終止；
   (ii) 有關的臨時訂金即予沒收；及
   (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

SUMMARY OF DEED OF MUTUAL COVENANT
公契的摘要

The executed Deed of Mutual Covenant and Management Agreement of the Development ("**DMC**"), the executed Sub-Deed of Mutual Covenant of Phase 2A ("**Phase 2A SDMC**") and the draft Sub-Deed of Mutual Covenant of Phase 2B ("**Phase 2B SDMC**") provide that: -

A(1) Common parts of the Development

Under the DMC:

(i) "Common Areas and Facilities" means collectively the Phase 1 Common Areas and Facilities and such other parts and facilities of the Development designated as common areas and facilities in any Sub-Deed of Mutual Covenant.

(ii) "Common EV Facilities" means all such charging facilities installed or to be installed in the Development forming part of the Development Common Areas and Facilities for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance (Chapter 374) and parked in the Car Parking Area and such facilities shall include but not limited to such electric vehicle medium chargers, wires, cables, ducts, trunking, electric meters, base box, socket outlet, locks, covers, protective devices and such other electrical or other installations or otherwise for or in relation to such purpose for the common use and benefit of the Commercial Accessible Car Parking Spaces, Commercial Car Parking Spaces, Residential Accessible Car Parking Spaces, Residential Car Parking Spaces, Residential Visitors' Parking Spaces, Commercial Motor Cycle Parking Spaces and Residential Motor Cycle Parking Spaces;

(iii) "Phase 1 Common Areas and Facilities" means all those parts of the Residential Common Areas and Facilities, Residential Tower Common Areas and Facilities, Low-Rise 1 Common Areas and Facilities, Low-Rise 2 Common Areas and Facilities, Development Common Areas and Facilities and Residential Car Park Common Areas and Facilities in Phase 1 of the Development.

(iv) "Residential Common Areas and Facilities" means and includes:-

(a) the Recreational Areas and Facilities, Residential Visitors' Parking Spaces, Residential Accessible Car Parking Spaces, Bicycle Parking Spaces, Residential Loading and Unloading Spaces, parts of the emergency vehicular access, horizontal screen and the covered area beneath horizontal screen, caretaker counters, caretakers' office, guard house, lavatory for watchmen, caretaker quarters, covered landscape areas, access of external drainage pipes enclosed by architectural feature for Mansion 1, filtration plant rooms, passages, corridors, entrances, halls, entrance lobby, lifts, lift shafts, lift lobbies, stairways and landings, exterior surface, plaster and covering of all fence walls of each Residential House which abut onto any part of the Common Areas and Facilities, cable television system (if any), areas for the installation or use of aerial broadcast distribution or telecommunication network facilities, air-conditioning plant rooms for the Club House;

(b) such greenery areas and vertical green areas forming part of the Residential Common Areas and Facilities which said areas shall not be used for any purpose other than those permitted under the Conditions without the prior consent of the Building Authority and are (if and where capable of being shown on plans) for the purposes of identification only shown coloured Violet and shown by red hidden line respectively on the greenery area plans of the DMC Plans certified as to their accuracy by the Authorized Person and annexed to the DMC; and

(c) aerials, meters, transformers, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the residents of the Residential Accommodation and their bona fide guests or visitors and such other areas within the Lot and such other systems, devices and facilities within the Development as are designated by the First Owner for common use and benefit of the Residential Accommodation in accordance with the DMC and any Sub- Deed of Mutual Covenant;

but EXCLUDING the Development Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Low-Rise 1 Common Areas and Facilities, the Low-Rise 2 Common Areas and Facilities, the Residential Car Park Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner provided that, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas and Facilities. Such Residential Common Areas and Facilities in so far as they are within Phase 1 (if and where capable of being shown on plans) are for identification purpose shown coloured Violet and Violet Stippled Black on the DMC Plans (certified as to their accuracy by Authorized Person) and annexed to the DMC and such other Residential Common Areas and Facilities (if any) within the Subsequent Phase(s) will be shown on the plans to be annexed to the Sub-Deed of Mutual Covenant.

(v) "Residential Loading and Unloading Space" means a loading and unloading bay or space as required under Special Condition No.(27)(a)(i) of the Conditions and designated for the use by the residents of the Residential Accommodation, forming part of the Residential Common Areas and Facilities, and (if and where capable of being shown on plans) such loading and unloading spaces in so far as they are within Phase 1 are for the purpose of identification only shown coloured Violet and marked "L/UL" on the Overall B1/F Plan of the DMC Plans certified as to their accuracy by the Authorized Person and annexed to the DMC and such other loading and unloading spaces within the Subsequent Phase(s) will be shown on the plans to be annexed to the Sub-Deed of Mutual Covenant.

(vi) "Residential Tower Common Areas and Facilities" means and includes:-

(a) such greenery areas forming part of the Residential Tower Common Areas and Facilities which said areas shall not be used for any purpose other than those permitted under the Conditions without the prior consent of the Building Authority and are (if and where capable of being shown on plans) for the purposes of identification only shown coloured Indigo on the greenery area plans of the DMC Plans certified as to their accuracy by the Authorized Person and annexed to the DMC; and

(b) structural walls, external walls (including for the avoidance of doubt, non-load bearing non-structural pre-fabricated external walls and the Curtain Walls, if any) and exterior surfaces and lightings of the Residential Towers, air-conditioning platforms, passages, common corridors, lifts, lift shafts, lift lobbies, entrance lobbies, fireman's lift lobbies, lift machine rooms, refuse collection & material recovery rooms, refuse chutes, electrical meter rooms, water meter rooms, caretaker counters, pipe ducts, air ducts, riser ducts, roofs and flat roofs and upper roofs within the Residential Towers and not forming parts of the Residential Units, architectural features, building maintenance units, aerials, meters, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to any Residential Tower, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any

other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the residents of any Residential Tower and their bona fide guests or visitors and such other areas within the Lot and such other systems, devices and facilities within the Development as are designated by the First Owner for common use and benefit of any Residential Tower in accordance with the DMC and any Sub-Deed of Mutual Covenant.

but EXCLUDING the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Car Park Common Areas and Facilities, the Low-Rise 1 Common Areas and Facilities, the Low-Rise 2 Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Tower Common Areas and Facilities. Such Residential Tower Common Areas and Facilities in so far as they are within Phase 1 (if and where capable of being shown on plans) are for the purpose of identification shown coloured Indigo and Indigo Hatched Black with black broken lines and marked "PF" on the DMC Plans (certified as to their accuracy by Authorized Person) and annexed to the DMC and such other Residential Tower Common Areas and Facilities (if any) within the Subsequent Phase(s) will be shown on the plans to be annexed to the Sub-Deed of Mutual Covenant.

(vii) "Development Common Areas and Facilities" means and includes:-

(a) such parts of the Development which are intended for the common use and benefit of the Development including but not limited to footpaths, passages, main entrances, walkways, boundary fence walls, Slope Structures (if any), roadways and pavements, parts of emergency vehicular access and carriageway, lawn, planters, landscaped areas, fan rooms, guard room, electrical rooms, switch rooms, hose reels, refuse storage and material recovery chamber, street fire hydrant pump room, common staircases and stairways, shuttle lifts and lobbies and such of the lightning conductor, mobile phone antenna, aerials, communal television and radio serial systems, drains, channels, water mains, sewers, fresh and salt water storage tanks, fresh and salt water intakes and mains, storm water storage tank and drainage connection, wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Lot through which fresh or salt water, sewage, gas, telephone, electricity and other services are supplied to the Development, trees, shrubs and other plants and vegetation, lamp posts and other lighting facilities, artificial lighting and backup emergency systems for staircases, fire prevention and fighting equipment and apparatus, security systems and apparatus, the refuse collection system, ventilation system and any other mechanical systems, devices or facilities installed or provided in the Development intended for common use and benefit of the Development;

(b) such greenery areas forming part of the Development Common Areas and Facilities which said areas shall not be used for any purpose other than those permitted under the Conditions without the prior consent of the Building Authority and are (if and where capable of being shown on plans) for the purposes of identification only shown coloured Green on the greenery area plans of the DMC Plans certified as to their accuracy by the Authorized Person and annexed to the DMC;

(c) the Common EV Facilities;

(d) the transformer room(s), cable accommodations and all associated facilities (collectively, "Transformer Room Facilities");

(e) the AMR Room, but for the avoidance of doubt, excluding the AMR Outstation(s); and

(f) such other areas, apparatus, devices, systems and facilities of and in the Lot and the Development designated as Development Common Areas and Facilities in accordance with the DMC and any Sub-Deed of Mutual Covenant;

but EXCLUDING the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Low-Rise 1 Common Areas and Facilities, the Low-Rise 2 Common Areas and Facilities, the Residential Car Park Common Areas and Facilities and such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Development Common Areas and Facilities. Such Development Common Areas and Facilities in so far as they are within Phase 1 (if and where capable of being shown on plans) are for identification purpose shown coloured Green and Green Stippled Black on the DMC Plans (certified as to their accuracy by Authorized Person) and annexed to the DMC and such other Development Common Areas and Facilities (if any) and within the Subsequent Phase(s) will be shown on the plans to be annexed to the Sub-Deed of Mutual Covenant;

(viii) "Residential Car Park Common Areas and Facilities" means such parts of the Development including but not limited to driveways, passages, ramps and such other areas and facilities which are intended for the common use and benefit of the Residential Car Parking Spaces, the Residential Motor Cycle Parking Spaces, the Residential Visitors' Parking Spaces and the Residential Accessible Car Parking Space but EXCLUDING the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Low-Rise 1 Common Areas and Facilities, the Low-Rise 2 Common Areas and Facilities and such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Car Park Common Areas and Facilities. Such Residential Car Park Common Areas and Facilities (if and where capable of being shown on plans) are for the purpose of identification shown coloured Orange on the DMC Plans (certified as to their accuracy by the Authorized Person) and annexed to the DMC.

(ix) "Low-Rise 1 Common Areas and Facilities" means and includes structural walls, external walls (including for the avoidance of doubt, non-load bearing non-structural pre-fabricated external walls and the Curtain Walls, if any (other than those forming part of Victoria House in Low-Rise 1)) and exterior surfaces and lightings of Low-Rise 1, passages, common corridors, lifts, lift shafts, lift lobbies, entrance lobbies, lift control panel, refuse chutes, flat roof and top roof within Low-Rise 1 and not forming parts of the Residential Units, architectural features, aerials, meters, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and

other services are supplied to Low-Rise 1, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the residents of Low-Rise 1 and their bona fide guests or visitors and such other areas within the Lot and such other systems, devices and facilities within the Development as are designated by the First Owner for common use and benefit of Low-Rise 1 in accordance with the DMC and any Sub-Deed of Mutual Covenant but EXCLUDING the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Residential Car Park Common Areas and Facilities, the Low-Rise 2 Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Low-Rise 1 Common Areas and Facilities. Such Low-Rise 1 Common Areas and Facilities (if and where capable of being shown on plans) are for the purpose of identification shown coloured Red on the DMC Plans (certified as to their accuracy by Authorized Person) and annexed to the DMC.

(x) "Low-Rise 2 Common Areas and Facilities" means and includes structural walls, external walls (including for the avoidance of doubt, non-load bearing non-structural pre-fabricated external walls and the Curtain Walls, if any (other than those forming part of Harbour House in Low-Rise 2)) and exterior surfaces and lightings of Low-Rise 2, passages, common corridors, lifts, lift shafts, lift lobbies, entrance lobbies, lift control panel, refuse chutes, roofs and flat roofs and upper roofs within Low-Rise 2 and not forming parts of the Residential Units, architectural features, aerials, meters, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to Low-Rise 2, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the residents of Low-Rise 2 and their bona fide guests or visitors and such other areas within the Lot and such other systems, devices and facilities within the Development as are designated by the First Owner for common use and benefit of Low-Rise 2 in accordance with the DMC and any Sub-Deed of Mutual Covenant but EXCLUDING the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Residential Car Park Common Areas and Facilities, the Low-Rise 1 Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Low-Rise 2 Common Areas and Facilities. Such Low-Rise 2 Common Areas and Facilities (if and where capable of being shown on plans) are for the purpose of identification shown coloured Pink and Pink Hatched Black with black broken lines and marked "PF" on the DMC Plans (certified as to their accuracy by Authorized Person) and annexed to the DMC.

(xi) "Sub-Deed of Mutual Covenant" means a Sub-Deed of Mutual Covenant to be entered into between the First Owner with other co-owners of the Development after the DMC setting forth the rights and obligations of the Owners of any part or parts of the Development.

(xii) The Owners shall not convert any part of the Common Areas and Facilities to his own use or for his own benefit unless approved by the Owner's Committee.

(xiii) The Owners shall not obstruct the Common Areas and Facilities nor do anything in the Common Areas and Facilities as may be or become a nuisance to any other Owners or occupiers of the Development.

(xiv) The Common Areas and Facilities shall be managed by the Manager, who is appointed to act as agent for and on behalf of all Owners duly authorised in accordance with the provisions of the DMC and the relevant Sub-Deed of Mutual Covenant (if any) in respect of any matter concerning the Common Areas and Facilities.

Under the Phase 2A SDMC:

(xv) "Phase 2A Common Areas and Facilities" means the Residential Common Areas and Facilities within Phase 2A and the Residential Tower Common Areas and Facilities within Phase 2A of the Development.

(xvi) "Residential Common Areas and Facilities within Phase 2A" means and includes, in so far as they are within Phase 2A, the Residential Loading and Unloading Space(s), but EXCLUDING the Residential Tower Common Areas and Facilities within Phase 2A and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas and Facilities within Phase 2A. Such Residential Common Areas and Facilities within Phase 2A (if and where capable of being shown on plans) are for identification purpose only shown coloured Violet on the Phase 2A SDMC Plans (certified as to their accuracy by the Authorized Person) and annexed to the Phase 2A SDMC.

(xvii) "Residential Tower Common Areas and Facilities within Phase 2A" means and includes, in so far as they are within Phase 2A:-

(a) such greenery areas forming part of the Residential Tower Common Areas and Facilities within Phase 2A which said areas shall not be used for any purpose other than those permitted under the Conditions without the prior consent of the Building Authority and are (if and where capable of being shown on plans) for the purposes of identification only shown coloured Indigo on the greenery area at roof plan of the Phase 2A SDMC Plans certified as to their accuracy by the Authorized Person and annexed to the Phase 2A SDMC; and

(b) structural walls, external walls (including for the avoidance of doubt, non-load bearing non-structural pre-fabricated external walls and the Curtain Walls, if any) and exterior surfaces and lightings of the Residential Towers within Phase 2A, air-conditioning platforms, passages, common corridors, lifts, lift shafts, lift lobbies, entrance lobbies, fireman's lift lobbies, lift machine rooms, refuse collection & material recovery rooms, refuse chutes, electrical meter rooms, water meter rooms, caretaker counters, pipe ducts, air ducts, riser ducts, roofs and flat roofs and upper roofs within the Residential Towers within Phase 2A and not forming parts of

the Flats within Phase 2A, architectural features, building maintenance units, aerials, meters, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to any Residential Tower within Phase 2A, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the residents of any Residential Tower and their bona fide guests or visitors;

but EXCLUDING the Residential Common Areas and Facilities within Phase 2A and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Tower Common Areas and Facilities within Phase 2A. Such Residential Tower Common Areas and Facilities within Phase 2A (if and where capable of being shown on plans) are for the purpose of identification only shown coloured Indigo and Indigo Hatched Black with black broken lines and marked "PF" on the Phase 2A SDMC Plans (certified as to their accuracy by the Authorized Person) and annexed to the Phase 2A SDMC;

A(2) Common Parts of the Phase

Under the Phase 2B SDMC:

(i) "Phase 2B Common Areas and Facilities" means the Residential Common Areas and Facilities within Phase 2B and the Residential Tower Common Areas and Facilities within Phase 2B of the Development.

(ii) "Residential Common Areas and Facilities within Phase 2B" means and includes, in so far as they are within Phase 2B, the Bicycle Parking Space(s), the Residential Loading and Unloading Space(s), the Residential Accessible Car Parking Space(s) and the Residential Visitors' Parking Space(s), but EXCLUDING the Residential Tower Common Areas and Facilities within Phase 2B and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas and Facilities within Phase 2B. Such Residential Common Areas and Facilities within Phase 2B (if and where capable of being shown on plans) are for identification purpose only shown coloured Violet on the Phase 2B SDMC Plans (certified as to their accuracy by the Authorized Person) and annexed to the Phase 2B SDMC.

(iii) "Residential Tower Common Areas and Facilities within Phase 2B" means and includes, in so far as they are within Phase 2B:-

(a) such greenery areas forming part of the Residential Tower Common Areas and Facilities within Phase 2B which said areas shall not be used for any purpose other than those permitted under the Conditions without the prior consent of the Building Authority and are (if and where capable of being shown on plans) for the purposes of identification only shown coloured Indigo on the greenery area at roof plan of the Phase 2B SDMC Plans certified as to their accuracy by the Authorized Person and annexed to the Phase 2B SDMC; and

(b) structural walls, external walls (including for the avoidance of doubt, non-load bearing non-structural pre-fabricated external walls and the Curtain Walls, if any) and exterior surfaces and lightings of the Residential Towers within Phase 2B, air-conditioning platforms, passages, common corridors, lifts, lift shafts, lift lobbies, entrance lobbies, fireman's lift lobbies, lift machine rooms, refuse storage and material recovery rooms not forming parts of the Flats within Phase 2B, refuse chutes, electrical meter rooms, water meter rooms, caretaker counters, pipe ducts, air ducts, riser ducts, roofs and flat roofs and upper roofs within the Residential Towers within Phase 2B and not forming parts of the Flats within Phase 2B, architectural features, building maintenance units, aerials, meters, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to any Residential Tower within Phase 2B, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the residents of any Residential Tower and their bona fide guests or visitors;

but EXCLUDING the Residential Common Areas and Facilities within Phase 2B and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Tower Common Areas and Facilities within Phase 2B. Such Residential Tower Common Areas and Facilities within Phase 2B (if and where capable of being shown on plans) are for the purpose of identification only shown coloured Indigo and Indigo Hatched Black with black broken lines and marked "PF" on the Phase 2B SDMC Plans (certified as to their accuracy by the Authorized Person) and annexed to the Phase 2B SDMC;

B. Number of undivided shares assigned to each residential property in the Phase

Phase 2B — No. of Undivided Shares

Residential Units — **293,632**

Tower 8

Undivided Shares for each Flat / Floor \ Flat	A	B	C	SUB-TOTAL
2/F-3/F & 5/F-8/F (6 storeys)	1477	1436	906	3,819 x 6 = 22,914

Undivided Shares for each Flat / Floor \ Flat	A	B	SUB-TOTAL
9/F	2053	2049	4,102
10/F-12/F, 15/F-23/F & 25/F-26/F (14 storeys)	2053	2049	4,102 x 14 = 57,428

Undivided Shares for each Flat / Floor \ Flat	Sky Manor	SUB-TOTAL
27/F	4027	4,027

Undivided Shares for each Flat / Floor \ Flat	Skyplex	SUB-TOTAL
28/F	4076	4,076
	TOTAL	92,547

Tower 9

Undivided Shares for each Flat / Floor \ Flat	A	B	SUB-TOTAL
2/F-3/F & 5/F-8/F (6 storeys)	3323	2499	5,822 x 6 = 34,932
9/F	3828	2499	6,327
10/F	3848	2499	6,347
11/F	3867	2499	6,366
12/F	3891	2499	6,390
15/F	3913	2499	6,412
16/F	3933	2499	6,432
17/F	3947	2499	6,446
18/F	3955	2499	6,454
19/F	3951	2499	6,450
20/F	3940	2499	6,439
21/F	3922	2499	6,421
22/F	3899	2499	6,398
23/F	3867	2499	6,366
25/F	3813	2499	6,312

Undivided Shares for each Flat / Floor \ Flat	Harbour Manor	SUB-TOTAL
26/F	4990	4,990

Undivided Shares for each Flat / Floor \ Flat	Harbour Skyplex	SUB-TOTAL
27/F-28/F (Lower Duplex and Upper Duplex)	6958	6,958
	TOTAL	136,440

Tower 9A

Undivided Shares for each Flat / Flat / Floor	A	B	C	SUB-TOTAL
2/F-3/F & 5/F-8/F (6 storeys)	1455	1030	888	3,373 x 6 = 20,238

Undivided Shares for each Flat / Flat / Floor	A	B	SUB-TOTAL
9/F	1930	1030	2,960
10/F-12/F, 15/F-23/F & 25/F (13 storeys)	1930	1030	2,960 x 13 = 38,480

Undivided Shares for each Flat / Flat / Floor	A	B	SUB-TOTAL
26/F	1937	1030	2,967
		TOTAL	64,645

Remarks:
(i) There is no 4/F, 13/F, 14/F & 24/F in Tower 8, Tower 9 and Tower 9A.

C. Term of years for which the Manager of the Development is appointed

The Manager is appointed under the DMC as the Manager of the Development for an initial term of not exceeding two years commencing from the date of the DMC and to be continued thereafter, subject to the provisions for termination contained in the DMC.

D. Basis on which the Management Expenses are shared among the owners of residential properties in the Development

(a) The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if already formed). The annual budget shall be in two parts. The first part shall cover all expenditure which in the opinion of the Manager is to be expended for the benefit of all Owners or required for the proper management of the Development and the Development Common Areas and Facilities. The second part shall cover expenditure which in the opinion of the Manager is specifically referable to different specific parts of the Development and shall be divided into five sections which cover respectively the following:-

(i) all expenditure which in the opinion of the Manager is specifically referable to the Residential Common Areas and Facilities providing service to Owners or residents of Residential Units;

(ii) all expenditure which in the opinion of the Manager is specifically referable to the Residential Tower Common Areas and Facilities;

(iii) all expenditure which in the opinion of the Manager is specifically referable to the Low-Rise 1 Common Areas and Facilities;

(iv) all expenditure which in the opinion of the Manager is specifically referable to the Low-Rise 2 Common Areas and Facilities; and

(v) all expenditure which in the opinion of the Manager is specifically referable to the Residential Car Park Common Areas and Facilities.

(b) Each Owner shall pay for every Undivided Share allocated to any Unit of which he is the Owner a fraction of the total amount assessed under the first part of the annual adopted budget as referred to in Clause 15(a) of the DMC in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) in the Development.

(c) Each Owner of the Residential Units in addition to the amount payable under sub-clause (b) of this Clause shall in respect of each Undivided Share allocated to a Residential Unit of the Residential Accommodation of which he is the Owner pay a fraction of the total amount assessed under the first section of the second part of the annual adopted budget as referred to in Clause 15(b)(i) of the DMC in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Residential Units.

(d) Each Owner of the Residential Units in the Residential Towers in addition to the amount payable under sub-clauses (b) and (c) of this Clause shall in respect of each Undivided Share allocated to a Residential Unit of the Residential Towers of which he is the Owner pay a fraction of the total amount assessed under the second section of the second part of the annual adopted budget as referred to in Clause 15(b)(ii) of the DMC in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Residential Units in the Residential Towers.

(e) Each Owner of the Low-Rise 1 Units in addition to the amount payable under sub-clauses (b) and (c) of this Clause shall in respect of each Undivided Share allocated to a Low-Rise 1 Unit of which he is the Owner pay a fraction of the total amount assessed under the third section of the second part of the annual adopted budget as referred to in Clause 15(b)(iii) of the DMC in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Low-Rise 1 Units.

(f) Each Owner of the Low-Rise 2 Units in addition to the amount payable under sub-clauses (b) and (c) of this Clause shall in respect of each Undivided Share allocated to a Low-Rise 2 Unit of which he is the Owner pay a fraction of the total amount assessed under the fourth section of the second part of the annual adopted budget as referred to in Clause 15(b)(iv) of the DMC in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Low-Rise 2 Units.

(g) (i) Each Owner of the Residential Units in addition to the amount payable under sub-clauses (b) to (f) (if applicable) of this Clause shall in respect of each Undivided Share allocated to a Residential Unit of the Residential Accommodation of which he is the Owner pay a fraction of a percentage (calculated in accordance with the formula set out in sub-clause (g)(ii) below) of the total amount assessed under the fifth section of the second part of the annual adopted budget as referred to in Clause 15(b)(v). The numerator of the said fraction shall be one and the denominator shall be the total number of Undivided Shares allocated to all the Residential Units and all Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces.

(ii) Percentage in sub-clause (g)(i) $= \dfrac{\text{Number of Residential Visitors' Parking Spaces + Number of Residential Accessible Car Parking Space}}{\text{Number of Residential Visitors' Parking Spaces + Number of Residential Accessible Car Parking Space + Number of Residential Car Parking Spaces + (Number of Residential Motor Cycle Parking Spaces x 1/5)}}$.

(h) (i) Each Owner of the Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces in addition to the amount payable under sub-clause (b) of this Clause shall in respect of each Undivided Share allocated to a Residential Car Parking Space and a Residential Motor Cycle Parking Space of which he is the Owner pay a fraction of a percentage (calculated in accordance with the formula set out in sub-clause (h)(ii) below) of the total amount assessed under the fifth section of the second part of the annual adopted budget as referred to in Clause 15(b)(v). The numerator of the said fraction shall be one and the denominator shall be the total number of Undivided Shares allocated to all the Residential Units and all the Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces.

(ii) Percentage in sub-clause (h)(i) $= \dfrac{\text{Number of Residential Car Parking Spaces + (Number of Residential Motor Cycle Parking Spaces x 1/5)}}{\text{Number of Residential Visitors' Parking Spaces + Number of Residential Accessible Car Parking Space + Number of Residential Car Parking Spaces + (Number of Residential Motor Cycle Parking Spaces x 1/5)}}$.

(i) Where any expenditure for the management and maintenance of the Development and the Lot shall in the reasonable opinion of the Manager be specifically referable to or is being expended for a particular Unit or group of Units and no Owner of any other Unit shall receive any material benefit therefrom, the full amount shall be excluded from the annual budget and shall be paid by the Owner(s) of that particular Unit or group of Units on demand.

(j) The liability of the Owner of a Unit to contribute to the amount under the annual budget of management expenses prepared by the Manager shall only accrue with effect (i) from the date of the DMC if his Unit is situated in Phase 1; and (ii) from the date of the relevant Sub-Deed of Mutual Covenant of any Subsequent Phase(s) if his Unit is situated in such Subsequent Phase(s).

E. Basis on which the Management Fee Deposit is fixed

The amount of Management Fee Deposit is 3/12 of the first year's budgeted management expenses payable in respect of each Undivided Share allocated to the part of the Development of which he is the owner.

F. Area (if any) in the Development retained by the owner for its own use

There is no area in the Development which is retained by the owner (Well Capital (H.K) Limited) for that owner's use as referred to in section 14(2)(f), Part 1, Schedule 1 of Residential Properties (First-hand Sales) Ordinance.

Notes:

1. Unless otherwise defined in the sales brochure, capitalized terms used in the above shall have the same meaning of each such terms in the executed DMC, executed Phase 2A SDMC and draft Phase 2B SDMC.
2. For full details, please refer to the executed DMC, executed Phase 2A SDMC and draft Phase 2B SDMC. Full script of the executed DMC, executed Phase 2A SDMC and draft Phase 2B SDMC are available for inspection upon request during office hours at the sales offices and copies of the executed DMC, executed Phase 2A SDMC and draft Phase 2B SDMC can be obtained upon paying necessary photocopying charges.

SUMMARY OF DEED OF MUTUAL COVENANT
公契的摘要

已簽立的發展項目公契及管理協議(「**公契**」)、已簽立的第2A期副公契(「**第2A期副公契**」)及第2B期副公契擬稿(「**第2B期副公契**」)有下述條文：-

A(1)發展項目的公用部分

按公契內文：

(i) 「公用地方及設施」包括第1期發展項目公用地方及設施及在任何副公契中指定為公用地方及設施的發展項目的該等其他部分及設施。

(ii) 「電動車公用設施」指現已或將會在發展項目內，構成發展項目公用地方及設施一部份安裝供商業暢通易達停車位，商業停車位，住宅暢通易達停車位，住宅停車位，住宅訪客停車位，商業電單車停車位，住宅電單車停車位共同使用與享用所有該等設施，供任何在電動車停車位停泊按《道路交通條例》(香港特別行政區法例第374章)領有牌照的電動車，電動電單車充電，應包括但不限於中速充電器、電線、電纜、導管、綫、電表、底盒、插座、鎖蓋、保護設備、其他電器及其他裝置作為上述該設施用途。

(iii) 「第1期公用地方及設施」包括第1期發展項目內的住宅公用地方及設施、住宅大廈公用地方及設施、低座-1公用地方及設施、低座-2公用地方及設施、發展項目公用地方及設施及住宅停車場公用地方及設施的所有該等部分。

(iv) 「住宅公用地方及設施」指並包括：-

(a) 康樂地方及設施、住宅訪客停車位、住宅暢通易達車位、單車停車位、住宅上落貨車位、部份緊急車輛通道、橫向屏幕及橫向屏幕下方的覆蓋區域，管理員櫃檯、管理員室、保安護衛室、保安員洗手間、管理員宿舍、有蓋園景區、Mansion 1建築特色圍護的外排水管道通道、濾水機房、通道、走廊、入口、大廳、入口大堂、升降機、升降機槽、升降機大堂、樓梯及梯台、各住宅洋房毗連的任何公用地方及設施的所有圍牆的外部表面、灰泥和覆蓋層、有線電視系統(如有)、用作安裝或使用天線廣播分導或電訊網絡設施的地方、會所空調機房；

(b) 除非獲得建築事務監督事先同意，構成住宅公用地方及設施一部份的綠化地方及垂直綠化牆不得用作批地文件非允許之用途，在附錄於公契的經認可人士核實準確度的公契綠化範圍圖則上，綠化地方(如可以在圖則上顯示)分別以紫色和紅色隱藏線顯示，僅供識別；及

(c) 天線、儀表、變壓器、照明、排水渠、渠道、污水渠、鹹水及食水進水口及總喉、電線、電纜、空調及通風系統和輸送食水或鹹水、污水、煤氣、電力及其他服務予住宅樓宇的其他設施(不論是否有上套管)、泵、水缸、衛生裝置、電力裝置、固定物、設備及設施、消防及滅火設備及設施、保安系統及設施、通風系統及在發展項目內或提供或安裝擬供住宅樓宇的住客和他們真正的客人或訪客共同使用與享用的其他系統、裝置及設施，及根據公契及任何副公契由第一業主所指定用作住宅樓宇共同使用與享用的地段內其他地方及在發展項目內的其他系統、裝置及設施；

但不包括發展項目公用地方及設施、住宅大廈公用地方及設施、低座-1公用地方及設施、低座-2公用地方及設施、住宅停車場公用地方及設施及發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享用的範圍和發展項目內僅服務任何個別業主的設施，倘若適用(a)《建築物管理條例》(第344章)第2條列明的「公用部分」定義(a)分段涵蓋的發展項目的任何部分及/或(b)《建築物管理條例》(第344章)第一附表指定並納入《建築物管理條例》(第344章)第2條列明的「公用部分」定義(b)分段的任何部分，亦應被上文所列的條文涵蓋，該些部份應被視作已被包含在並構成住宅公用地方及設施的一部份。就第1期內住宅公用地方及設施在附錄於公契的圖則(經認可人士核實準確度)以紫色及紫色加黑點顯示(如可以在圖則上顯示)，僅供識別，而以後期數內之住宅公用地方及設施(如有)將於附錄與副公契的圖則顯示。

(v) 「住宅上落貨停車位」指應「批地文件」特別條款第(27)(a)(i)分條的要求提供予「住宅樓宇」上落貨泊車彎或停車位，屬於「住宅公用地方及設施」一部分。於第1期內「上落貨停車位」在本文所夾附經「認可人士」核實的圖則之「B1/F圖則」以紫色顯示並註明為“L/UL”，僅供識別，而以後期數內之住客上落貨車停車位地方及設施(如有)將於附錄與副公契的圖則顯示。

(vi) 「住宅大廈公用地方及設施」指並包括：-

(a) 除非獲得建築事務監督事先同意，構成住宅大廈公用地方及設施一部份的綠化地方不得用作批地文件非允許之用途，在附錄於公契的經認可人士核實準確度的公契綠化範圍圖則上，綠化地方(如可以在圖則上顯示)分別以靛藍色顯示，僅供識別；

(b) 結構牆、外牆(為免疑問，包括非結構的預製外牆(如有))及住宅大廈的外部表面及照明、空調機平台、通道、公用走廊升降機、升降機槽、升降機大堂、入口大堂、消防升降機大堂、升降機機房、垃圾及物料回收房、垃圾槽、電錶房、水錶房、管理員櫃檯、管道槽、氣槽、管道、住宅大廈內不構成住宅單位一部份的天台、平台及上層天台、建築特色、大廈保養單位、天線、儀表、照明裝置、排水渠、渠道、污水渠、鹹水及食水入水掣和總喉、電線、電纜和輸送食水或鹹水、污水排放、煤氣、電力及其他服務予「住宅大廈樓宇」的其他設施(不論是否有套上管道)、泵、水缸、衛生裝置、電力裝置、固定物、設備與器具、消防及滅火設備與器具、保安系統與器具、通風系統和其他地方及在發展項目內或提供或安裝擬供住宅大廈業主、住戶或租客和彼等的真正來賓、訪客或獲邀人士共同使用與享用的任何其他系統、裝置及設施由第一業主以及根據本契約指定用作住宅大廈共同使用與享用的該地段內其他地方及在發展項目內的其他系統、裝置及設施。

但不包括發展項目公用地方及設施、住宅公用地方及設施、住宅停車場公用地方及設施、低座-1公用地方及設施、低座-2公用地方及設施，及發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享用的範圍和發展項目內僅服務任何個別業主的設施，倘若適用，如(a)《建築物管理條例》(第344章)第2條列明的「公用部分」定義(a)分段涵蓋的發展項目的任何部分及/或(b)《建築物管理條例》(第344章)第一附表指定並納入《建築物管理條例》(第344章)第2條列明的「公用部分」定義(b)分段的任何部分，亦應被上文所列的條文涵蓋，該些部份應被視作已被包含在並構成住宅大廈公用地方及設施的一部份。於第1期內的住宅大廈公用地方及設施在附錄於公契的圖則(經認可人士核實準確度)以靛藍色、靛藍色加黑色斜線虛線顯示，並標記“PF”(如可以在圖則上顯示)，僅供識別，而以後期數內之住宅大廈公用地方及設施(如有)將於附錄與副公契的圖則顯示。

(vii) 「發展項目公用地方及設施」指並包括：-

(a) 擬供發展項目共同使用與享用的發展項目的部分，包括但不限於小徑、通道、主入口、人行道、邊界圍牆、斜坡構築物(如有)、行車路及行人徑、部份緊急車輛通道及行車道、草坪、花槽、園景區、通風機房、保安處、電力房、電掣房、變壓器房、消防喉轆、垃圾及物料回收房、街道消防栓泵房、公用樓梯平台及樓梯、穿梭升降機及大堂，及避雷針、手提電話天線、天線、公用電視及電台廣播系統、排水渠、渠道、總喉、污水渠、食水及鹹水儲水缸、食水及鹹水進水口及總喉、雨水儲水缸及排水接口、電線、電纜及目前或任何時候在該地段之內、之下、之上或經過該地段供應食水或鹹水、污水、煤氣、電力及其他服務給發展項目的其他設施(不論是否有上套管)、樹木、灌木及其他植物及草木、燈柱及其他照明設施、樓梯間的人工照明裝置及後備緊急系統、防火及滅火設備與器具、保安系統與器具、垃圾收集系統、通風系統及在發展項目內裝設或提供擬供發展項目共同使用與享用的任何其他機械系統、裝置或設施；

(b) 除非獲得建築事務監督事先同意，構成發展項目公用地方及設施一部份的綠化地方不得用作批地文件非允許之用途，在附錄於公契的經認可人士核實準確度的公契綠化範圍圖則上，綠化地方(如可以在圖則上顯示)分別以綠色顯示，僅供識別；

(c) 電動車公用設施；

(d) 電力變壓房、電纜裝置及所有相關設施(統稱「電力變壓設施」)；

(e) 自動讀錶房(AMR)，但為免疑問，不包括AMR外站；及

(f) 根據公契及副公契(如有)劃定為發展項目公用地方及設施並位於該地段及發展項目內的其他範圍、設備、裝置、系統及設施；

但不包括住宅公用地方及設施、住宅大廈公用地方及設施、低座-1公用地方及設施、低座-2公用地方及設施、住宅停車場公用地方及設施及發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享用的範圍和發展項目內僅服務任何個別業主的設施，倘若適用(a)《建築物管理條例》(第344章)第2條列明的「公用部分」定義(a)分段涵蓋的發展項目的任何部分及/或(b)《建築物管理條例》(第344章)第一附表指定並納入《建築物管理條例》(第344章)第2條列明的「公用部分」定義(b)分段的任何部分，亦應被上文所列的條文涵蓋，該些部份應被視作已被包含在並構成發展項目公用地方及設施的一部份。於第1期內的發展項目公用地方及設施在附錄於公契的圖則(經認可人士核實準確度)以綠色及以綠色加黑點顯示(如可以在圖則上顯示及就第1期發展項目而言))，僅供

識別，而以後期數內之發展項目公用地方及設施(如有)將於附錄與副公契的圖則顯示。

(viii) 「住宅停車場公用地方及設施」指包括但不限於行車道、通道、斜道的發展項目的部分，及擬供住宅停車位、住宅電單車停車位、住宅訪客停車位及住宅暢通易達停車位共同使用與享用的其他地方及設施，但不包括發展項目公用地方及設施、住宅公用地方及設施、住宅大廈公用地方及設施、低座-1公用地方及設施、低座-2公用地方及設施，及發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享用的範圍和發展項目內僅服務任何個別業主的設施，倘若適用(a)《建築物管理條例》(第344章)第2條列明的「公用部分」定義(及/或(b)《建築物管理條例》(第344章)第一附表指定並納入《建築物管理條例》(第344章)第2條列明的「公用部分」定義(b)分段的任何部分，亦應被上文所列的條文涵蓋，該些部份應被視作已被包含在並構成住宅停車場公用地方及設施的一部份。住宅停車場公用地方及設施在附錄於公契的圖則(經認可人士核實準確度)以橙色顯示(如可以在圖則上顯示)，僅供識別。

(ix) 「低座-1公用地方及設施」指包括但不限於結構牆、外牆(為免疑問，包括非承重非結構的預製外牆和幕牆(如有)(構成低座-1 Victoria House一部分的建築物除外))及低座-1的外部表面及照明、通道、公用走廊升降機、升降機槽、升降機大堂、入口大堂、升降機控制面板、垃圾槽、低座-2內不構成住宅單位一部份的天台、平台及上層天台、天線、儀表、照明裝置、排水渠、渠道、污水渠、鹹水及食水入水掣和總喉、電線、建築特色、電纜、輸送食水或鹹水、污水排放、煤氣、電力及其他服務予低座-1的其他設施(不論是否有套上管道)、泵、水缸、衛生裝置、電力裝置、固定物、設備與器具、消防及滅火設備與器具、保安系統與器具、通風系統和其他地方及在「發展項目」內或提供或安裝擬供低座-1業主、住戶或租客和彼等的真正來賓、訪客或獲邀人士共同使用與享用的任何其他系統、裝置及設施以及由第一業主根據本契約提供用作低座-1共同使用與享用的該地段內其他地方及在發展項目內的其他系統、裝置及設施，但不包括發展項目公用地方及設施、住宅公用地方及設施、住宅大廈公用地方及設施、住宅停車場公用地方及設施、低座-2公用地方及設施，及發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享用的範圍和發展項目內僅服務任何個別業主的設施，倘若適用(a)《建築物管理條例》(第344章)第2條列明的「公用部分」定義(a)分段涵蓋的發展項目的任何部分及/或(b)《建築物管理條例》(第344章)第一附表指定並納入《建築物管理條例》(第344章)第2條列明的「公用部分」定義(b)分段的任何部分，亦應被上文所列的條文涵蓋，該些部份應被視作已被包含在並構成低座-1公用地方及設施的一部份。低座-1公用地方及設施在附錄於公契的圖則(經認可人士核實準確度)以紅色顯示(如可以在圖則上顯示)，僅供識別。

(x) 「低座-2公用地方及設施」指包括但不限於結構牆、外牆(為免疑問，包括非承重非結構的預製外牆和幕牆(如有)(構成低座-2 Harbour House一部分的建築物除外))及低座-2的外部表面及照明、通道、公用走廊升降機、升降機槽、升降機大堂、入口大堂、升降機控制面板、垃圾槽、低座-2內不構成住宅單位一部份的天台、平台及上層天台、建築特色、天線、儀表、照明裝置、排水渠、渠道、污水渠、鹹水及食水入水掣和總喉、電線、電纜、輸送食水或鹹水、污水排放、煤氣、電力及其他服務予低座-2的其他設施(不論是否有套上管道)、泵、水缸、衛生裝置、電力裝置、固定物、設備與器具、消防及滅火設備與器具、保安系統與器具、通風系統和其他地方及在發展項目內或提供或安裝擬供低座-2業主、住戶或租客和彼等的真正來賓、訪客或獲邀人士共同使用與享用的任何其他系統、裝置及設施以及由第一業主根據本契約提供用作低座-2共同使用與享用的該地段內其他地方及在發展項目內的其他系統、裝置及設施，但不包括發展項目公用地方及設施、住宅公用地方及設施、住宅大廈公用地方及設施、住宅停車場公用地方及設施、低座-1公用地方及設施，及發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享用的範圍和發展項目內僅服務任何個別業主的設施，倘若適用(a)《建築物管理條例》(第344章)第2條列明的「公用部分」定義(a)分段涵蓋的發展項目的任何部分及/或(b)《建築物管理條例》(第344章)第一附表指定並納入《建築物管理條例》(第344章)第2條列明的「公用部分」定義(b)分段的任何部分，亦應被上文所列的條文涵蓋，該些部份應被視作已被包含在並構成低座-2公用地方及設施的一部份。低座-2公用地方及設施在附錄於公契的圖則(經認可人士核實準確度)以粉紅色、粉紅色間黑斜虛線顯示，並標記“PF”(如可以在圖則上顯示)，僅供識別。

(xi) 「副公契」指於簽立公契後第一業主與發展項目的其他共同擁有人之間訂立的公契副公契，列明業主就發展項目任何部份的權益和責任。

(xii) 除非獲業主委員會批准，業主不得將任何公用地方及設施之部分改為作自己使用或享用。

(xiii) 業主不得阻礙公用地方及設施，亦不得在公用地方及設施作出任何對發展項目的任何其他業主或佔用人造成滋擾的行為。

(xiv) 公用地方及設施須由管理人管理。管理人獲正式委任代表全體業主按公契及相關副公契(如有)處理公用地方及設施的任何事宜。

按第2A期副公契內文：

(xv) 「第2A期公用地方及設施」指發展項目第2A期內的住宅公用地方及設施及第2A期內的住宅大廈公用地方及設施。

(xvi) 「第2A期內的住宅公用地方及設施」指及包括僅限於第2A期範圍內住宅上落客貨停車位，但不包括第2A期內的住宅大廈公用地方及設施，及發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享用的範圍和發展項目內僅服務任何個別業主的設施，倘若適用(a)《建築物管理條例》(第344章)第2條列明的「公用部分」定義(a)分段涵蓋的發展項目的任何部分及/或(b)《建築物管理條例》(第344章)第一附表指定並納入《建築物管理條例》(第344章)第2條列明的「公用部分」定義(b)分段的任何部分，亦應被上文所列的條文涵蓋，該些部份應被視作已被包含在並構成第2A期內的住宅公用地方及設施的一部份。第2A期內的住宅公用地方及設施在附錄於第2A期副公契的圖則(經認可人士核實準確度)以紫色顯示(如可以在圖則上顯示)，僅供識別。

(xvii) 「第2A期內的住宅大廈公用地方及設施」指及包括僅限於第2A期範圍內：-

(a) 除非獲得建築事務監督事先同意，構成住宅大廈公用地方及設施一部份的綠化地方不得用作批地文件非允許之用途，在附錄於第2A期副公契的經認可人士核實準確度的第2A期副公契綠化範圍天台圖則上，綠化地方(如可以在圖則上顯示)分別以靛藍色顯示，僅供識別；

(b) 第2A期範圍內結構牆、外牆(為免疑問，包括非結構的預製外牆和幕牆(如有))及住宅大廈的外部表面及照明、空調平台、通道、公用走廊、升降機、升降機槽、升降機大堂、入口大堂、消防員升降機大堂、升降機機房、垃圾收集及物料回收房、垃圾槽、電錶房、水錶房、管理員櫃檯、管道槽、氣槽、管道、住宅大廈內不構成住宅單位一部份的天台、平台及上層天台、建築特色、大廈保養單位、天線、儀表、照明裝置、排水渠、渠道、污水渠、鹹水及食水入水掣和總喉、電線、電纜及輸送食水或鹹水、污水排放、煤氣、電力及其他服務予第2A期內的住宅大廈的其他設施、泵、水缸、衛生裝置、電力裝置、固定物、設備與器具、消防及滅火設備與器具、保安系統與器具、通風系統和其他地方及在發展項目內或提供或安裝擬供第2A期內的住宅大廈的住客和彼等的真正來賓或訪客共同使用與享用的任何其他系統、裝置及設施；

但不包括第2A期內的住宅公用地方及設施，及發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享用的範圍和發展項目內僅服務任何個別業主的設施，倘若適用，如(a)《建築物管理條例》(第344章)第2條列明的「公用部分」定義(a)分段涵蓋的發展項目的任何部分及/或(b)《建築物管理條例》(第344章)第一附表指定並納入《建築物管理條例》(第344章)第2條列明的「公用部分」定義(b)分段的任何部分，亦應被上文所列的條文涵蓋，該些部份應被視作已被包含在並構成第2A期內的住宅大廈公用地方及設施的一部份。第2A期內的住宅大廈公用地方及設施在附錄於第2A期副公契的圖則(經認可人士核實準確度)以靛藍色、靛藍色加黑色斜線虛線顯示，並標記“PF”(如可以在圖則上顯示)，僅供識別。

A(2) 期數的公用部分

按第2B期副公契內文：

(i) 「第2B期公用地方及設施」指發展項目第2B期內的住宅公用地方及設施及第2B期內的住宅大廈公用地方及設施。

(ii) 「第2B期內的住宅公用地方及設施」指及包括僅限於第2B期範圍內單車停車位、住宅上落客貨停車位、住宅暢通易達停車位及住宅訪客停車位，但不包括第2B期內的住宅大廈公用地方及設施，及發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享用的範圍和發展項目內僅服務

任何個別業主的設施，倘若適用(a)《建築物管理條例》(第344章)第2條列明的「公用部分」定義(a)分段涵蓋的發展項目的任何部分及/或(b)《建築物管理條例》(第344章)第一附表指定並納入《建築物管理條例》(第344章)第2條列明的「公用部分」定義(b)分段的任何部分，亦應被上文所列的條文涵蓋，該些部份應被視作已被包含在並構成第2B期內的住宅公用地方及設施的一部份。第2B期內的住宅公用地方及設施在附錄於第2B期副公契的圖則(經認可人士核實準確度)以紫色顯示(如可以在圖則上顯示)，僅供識別。

(iii) 「第2B期內的住宅大廈公用地方及設施」指及包括僅限於第2B期範圍內:-

(a) 除非獲得建築事務監督事先同意，構成住宅大廈公用地方及設施一部份的綠化地方不得用作批地文件非允許之用途，在附錄於第2B期副公契的經認可人士核實準確度的第2B期副公契綠化範圍天台圖則上，綠化地方(如可以在圖則上顯示)分別以靛藍色顯示，僅供識別；

(b) 第2B期範圍內結構牆、外牆(為免疑問，包括非結構的預製外牆和幕牆(如有))及住宅大廈的外部表面及照明、空調平台、通道、公用走廊、升降機、升降機槽、升降機大堂、入口大堂、消防員升降機大堂、升降機機房、不屬於第2B期單位部分的垃圾儲存及物料回收房、垃圾槽、電錶房、水錶房、管理員櫃檯、管道槽、氣槽、管道、住宅大廈內不構成住宅單位一部份的天台、平台及上層天台、建築特色、大廈保養單位、天線、儀表、照明裝置、排水渠、渠道、污水渠、鹹水及食水入水掣和總喉、電線、電纜及輸送食水或鹹水、污水排放、煤氣、電力及其他服務予第2B期內的住宅大廈的其他設施、泵、水缸、衛生裝置、電力裝置、固定物、設備與器具、消防及滅火設備與器具、保安系統與器具、通風系統和其他地方及在發展項目內或提供或安裝擬供第2B期內的住宅大廈的住客和彼等的真正來賓或訪客共同使用與享用的任何其他系統、裝置及設施;

但不包括第2B期內的住宅公用地方及設施，及發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享用的範圍和發展項目內僅服務任何個別業主的設施，倘若適用，如(a)《建築物管理條例》(第344章)第2條列明的「公用部分」定義(a)分段涵蓋的發展項目的任何部分及/或(b)《建築物管理條例》(第344章)第一附表指定並納入《建築物管理條例》(第344章)第2條列明的「公用部分」定義(b)分段的任何部分，亦應被上文所列的條文涵蓋，該些部份應被視作已被包含在並構成第2B期內的住宅大廈公用地方及設施的一部份。第2B期內的住宅大廈公用地方及設施在附錄於第2B期副公契的圖則(經認可人士核實準確度)以靛藍色、靛藍色加黑色斜線虛線顯示，並標記“PF”(如可以在圖則上顯示)，僅供識別。

B. 分配予期數中每個住宅物業的「不分割份數」的數目

第2B期 「不分割份數」數額

「住宅單位」 **293,632**

第8座

每個單位之「不分割份數」 單位 / 樓層	A	B	C	小計
2樓-3樓 及 5樓-8樓 (6層)	1477	1436	906	3,819 x 6 = 22,914

每個單位之「不分割份數」 單位 / 樓層	A	B	小計
9樓	2053	2049	4,102
10樓-12樓, 15樓-23樓 及25樓-26樓 (14層)	2053	2049	4,102 x 14 = 57,428

每個單位之「不分割份數」 單位 / 樓層	Sky Manor	小計
27樓	4027	4,027

每個單位之「不分割份數」 單位 / 樓層	Skyplex	小計
28樓	4076	4,076
	總額	92,547

第9座

每個單位之「不分割份數」 單位 / 樓層	A	B	小計
2樓-3樓 及 5樓-8樓 (6層)	3323	2499	5,822 x 6 = 34,932
9樓	3828	2499	6,327
10樓	3848	2499	6,347
11樓	3867	2499	6,366
12樓	3891	2499	6,390
15樓	3913	2499	6,412
16樓	3933	2499	6,432
17樓	3947	2499	6,446
18樓	3955	2499	6,454
19樓	3951	2499	6,450
20樓	3940	2499	6,439
21樓	3922	2499	6,421
22樓	3899	2499	6,398
23樓	3867	2499	6,366
25樓	3813	2499	6,312
每個單位之「不分割份數」 單位 / 樓層	Harbour Manor		小計
26樓	4990		4,990
每個單位之「不分割份數」 單位 / 樓層	Harbour Skyplex		小計
27樓-28樓 （複式低層和複式高層）	6958		6,958
		總額	136,440

第9A座

每個單位之「不分割份數」 單位 / 樓層	A	B	C	小計
2樓-3樓 及 5樓-8樓 (6層)	1455	1030	888	3,373 x 6 = 20,238
每個單位之「不分割份數」 單位 / 樓層	A	B		小計
9樓	1930	1030		2,960
10樓-12樓, 15樓-23樓 及 25樓 (13層)	1930	1030		2,960 x 13 = 38,480
每個單位之「不分割份數」 單位 / 樓層	A	B		小計
26樓	1937	1030		2,967
			總額	64,645

備註：
(i) 第8座、第9座及第9A座不設4樓，13樓，14樓和24樓

C. 有關發展項目的管理人的委任年期

管理人已根據公契被委任為發展項目的管理人，首屆任期為公契日期起計不多於兩年，並在其後續任，但受公契中的終止條文規限。

D. 管理開支按甚麼基準在發展項目中的住宅物業的擁有人之間分擔

(a) 管理人須在諮詢業主委員會（如已經成立）後編製來年的年度預算。年度預算分開2個部分。第一部分須涵蓋管理人認為為了全體業主的利益或妥善管理發展項目和發展項目公用地方及設施需要支出的一切開支。第二部分須涵蓋管理人認為特別涉及發展項目各個部分的開支並劃分為5個欄目，分別涵蓋以下開支：

(i) 管理人認為特別涉及住宅公用地方及設施，而提供服務予住宅單位業主或住客的開支；

(ii) 管理人認為特別涉及住宅大廈公用地方及設施的開支；

(iii) 管理人認為特別涉及低座-1公用地方及設施的開支；

(iv) 管理人認為特別涉及低座-2公用地方及設施的開支；及

(v) 管理人認為特別涉及住宅停車場公用地方及設施的開支。

(b) 每位業主須就其作為業主擁有任何單位的每份不分割份數支付公契第15(a)分段提及的已採年度預算第一部分評估的總款項的其中一部分(該部分的分子為1，分母則為發展項目所有單位的不分割份數總數(不包括公用地方及設施的不分割份數))。

(c) 每位住宅單位業主除了支付按上述(b)分段應付的款項外，還須就他作為業主擁有的住宅樓宇的住宅單位獲分配的每份不分割份數支付公契第15(b)(i)分段所述之已採納年度預算第二部分欄目(i)所評估的總款項的其中一部分(該部分的分子為1，分母則為所有住宅單位的不分割份數總數）。

(d) 每位住宅大廈內的住宅單位業主除了支付按上述(b)及(c)分段應付的款項外，還須就他作為業主擁有的住宅大廈的住宅單位獲分配的每份不分割份數支付公契第15(b)(ii)分段所述之已採納年度預算第二段第二部分欄目(ii)所評估的總款項的其中一部分(該部分的分子為1，分母則為所有住宅大廈內的住宅單位的不分割份數總數)。

(e) 每位低座-1單位業主除了支付按上述(b)及(c)分段應付的款項外，還須就他作為業主擁有的低座-1單位獲分配的每份不分割份數支付公契第15(b)(iii)分段所述之已採納年度預算第三段第二部分欄目(iii)所評估的總款項的其中一部分(該部分的分子為1，分母則為所有低座-1單位的不分割份數總數)。

(f) 每位低座-2單位業主除了支付按上述(b)及(c)分段應付的款項外，還須就他作為業主擁有的低座-2單位獲分配的每份不分割份數支付公契第15(b)(iv)分段所述之已採納年度預算第四段第二部分欄目(iv)所評估的總款項的其中一部分(該部分的分子為1，分母則為所有低座-2單位的不分割份數總數）。

(g) (i) 每位住宅單位業主除了支付按上述(b)至(f)分段(如適用)應付的款項外，還須就他作為業主擁有的住宅樓宇的住宅單位獲分配的每份不分割份數支付公契第15(b)(v)分段所述之已採納年度預算第五段第二部分欄目所評估的總額的某個百分比(根據以下(g)(ii)分段所列的公式計算)。該部分的分子為1，分母則為所有住宅單位、所有住宅停車位及住宅電單車停車位的不分割份數總數。

(ii) (g)(i)分段所述的百分比 = $\dfrac{\text{住宅訪客停車位的數量} + \text{住宅暢通易達車位的數量}}{\text{住宅訪客停車位的數量} + \text{住宅暢通易達車位的數量} + \text{住宅停車位的數量} + (\text{住宅電單車停車位的數量} \times 1/5)}$；

(h) (i) 每位住宅停車位業主及住宅電單車停車位業主除了支付按上述(b)分段應付的款項外，還須就他作為業主擁有的住宅停車位及住宅電單車停車獲分配的每份不分割份數支付公契第15(b)(v)分段所述之已採納年度預算第五段第二部分欄目所評估的總額的某個百分比(根據以下(h)(ii)分段所列的公式計算)。該部分的分子為1，分母則為所有住宅單位、所有住宅停車位及住宅電單車停車位的不分割份數總數。

(ii) (h)(i)分段所述的百分比 = $\dfrac{\text{住宅停車位的數量} + (\text{住宅電單車停車位的數量} \times 1/5)}{\text{住宅訪客停車位的數量} + \text{住宅暢通易達車位的數量} + \text{住宅停車位的數量} + (\text{住宅電單車停車位的數量} \times 1/5)}$；

(i) 如果管理人合理地認為發展項目及該地段的任何管理與保養開支特別涉及個別單位或若干單位，而任何其他單位業主沒有從中取得任何重大利益，則該等全部款項須從年度預算中剔除並由該個別單位或若干單位的業主在應要時支付；

(j) 每位業主必須由(i)如其單位位於第1期，從公契之日期起，及(ii)如其單位位於以後期數，從有關以後期數的副公契之日期起，負責繳付管理人編製的年度管理費預算。

E. 計算管理費按金的基準

金額相等於他作為業主擁有的發展項目部份的每份不分割份數須繳交的首年度管理費開支預算的3/12。

F. 擁有人在發展項目中保留作自用的範圍(如有的話)

擁有人(Well Capital(H.K)Limited)在發展項目中並無《一手住宅物業銷售條例》第一附表第1部第14(2)(f)條所述之保留作自用的範圍。

備註：

1. 已簽立的公契、已簽立的第2A期副公契及第2B期副公契擬稿中界定的文字及詞語除非在售樓說明書中重新定義或明確說明，否則在本摘要內使用時具有相同的含義。
2. 請查閱已簽立的公契、已簽立的第2A期副公契及第2B期副公契擬稿以了解全部詳情。完整的已簽立的公契、已簽立的第2A期副公契及第2B期副公契擬稿可於售樓處開放時間內免費查閱，並且可在支付所需影印費用後取得已簽立的公契、已簽立的第2A期副公契及第2B期副公契擬稿的副本。

SUMMARY OF LAND GRANT
批地文件的摘要

1. The Development is constructed on New Kowloon Inland Lot No.6551 ("**the Lot**") which is held under Conditions of Sale No.20336 dated 22nd February 2019 as varied or modified by two extension letters dated 9th November 2020 and 4th November 2022 respectively ("**the Land Grant**").

2. The Lot is granted for a term of 50 years commencing from 22nd February 2019.

3. User restrictions applicable to the Lot:
   (a) The Lot shall not be used for any purpose other than for non-industrial (excluding office, godown, hotel and petrol filling station) purposes.
   (b) 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.

4. Facilities that are required to be constructed and provided for the Government, or for public use:
   (a) The Purchaser shall :-
      (i) lay, form, erect, construct, provide and landscape a promenade within the areas shown coloured yellow and yellow hatched black on the plan annexed to the Land Grant (respectively referred to as "**the Yellow Area**" and "**the Yellow Hatched Black Area**");
      (ii) construct and provide a covered footbridge link above such portions of the areas shown coloured pink hatched black and pink hatched black stippled black on the plan annexed to the Land Grant ("**the Pink Hatched Black Area**" and "**the Pink Hatched Black Stippled Black Area**" respectively);
      (iii) provide a pedestrian walkway within the area shown coloured pink rippled black on the plan annexed to the Land Grant ("**Pink Rippled Black Area**");
      (iv) provide a lift and escalators in the location shown and marked "**LIFT AND ESCALATORS**" on the plan annexed to the Land Grant within a building erected or to be erected on the Pink Rippled Black Area;
      (v) construct and provide a covered footbridge together with such supports and connections in the approximate position shown and marked "**PROP. FB**" on the plan annexed to the Land Grant;
      (vi) connect a footbridge link with the covered footbridge and connect the covered footbridge with an elevated landscaped deck; and
      (vii) lay, form, construct and provide a passage at the ground level of the area shown pink circled black on the plan annexed to the Land Grant ("**the Pink Circled Black Area**").

5. The Purchaser's obligation to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside the Lot:
   (a) The Purchaser shall develop the Lot by the erection thereon of buildings complying in all respects with the Land Grant 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 30th September 2024*.
   (b) General Condition No.7(a) of the Land Grant stipulates that the Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with the Land Grant:
      (i) maintain all buildings in accordance with the approved design, disposition and height and any approved building plans without variation or modification thereto; and
      (ii) maintain all buildings erected or which may hereafter be erected in accordance with the Land Grant 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.
   (c) Special Condition No. (2) of the Land Grant stipulates that:-
      (i) The Purchaser:
         (1) shall on or before the 30th September 2022* or such other date as may be approved by the Director of Lands ("**the Director**"), at the Purchaser's own expense and in all respects to the satisfaction of the Director:-
            (I) lay, form, erect, construct, provide and landscape a promenade within the Yellow Area and the Yellow Hatched Black Area; and
            (II) provide a public pedestrian access with a width of 4.5 metres within the Yellow Hatched Black Area as a dedicated pedestrian zone;
         (2) shall at his own expense submit or cause to be submitted to the Director for his written approval the plans of the Yellow Area and the Yellow Hatched Black Area, which shall include details and information as to the level, position, alignment and design of the Yellow Area and the Yellow Hatched Black Area and such other details and information as the Director may require; and
         (3) shall, upon completion of the works referred to in sub-clause (a)(i) of this Special Condition, at his own expense and in all respects to the satisfaction of the Director, uphold, manage, repair and maintain the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof and everything forming a portion of or pertaining to any of them in good and substantial repair and condition until such time as possession of the whole of the Yellow Area and the Yellow Hatched Black Area has been re-delivered to the Government in accordance with sub-clause (g)(iv) of this Special Condition.
      (ii) In the event of the non-fulfilment of the Purchaser's obligations under Special Condition No. (1)(b) of the Land Grant and sub-clauses (a)(i) or (d) 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 on Purchaser.
   (d) Special Condition No. (4) of the Land Grant stipulates that the Purchaser :-
      (i) shall at his own expense submit to the Director for his approval a landscape master plan indicating the location, disposition and layout of the landscaping works to be provided within the Yellow Area and the Yellow Hatched Black Area ("**Landscape Master Plan**") in compliance with the requirements stipulated in sub-clauses (b) and (c) of this Special Condition; and
      (ii) shall at his own expense landscape the Yellow Area and the Yellow Hatched Black Area in accordance with the approved Landscape Master Plan in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the approved Landscape Master Plan shall be made without the prior written consent of the Director.
   (e) Special Condition No. (7) of the Land Grant stipulates 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.
   (f) Special Condition No. (8) of the Land Grant stipulates that the Purchaser:-
      (i) shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the Lot ("**the Landscape Plan for the Lot**") in compliance with the requirements stipulated in sub-clause (b) of this Special Condition;
      (ii) shall at his own expense landscape the Lot in accordance with the approved Landscape Plan for

the Lot in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved Landscape Plan for the Lot shall be made without the prior written consent of the Director; and

(iii) 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.

(g) Special Condition No. (9)(a) of the Land Grant stipulates that each unit on the ground level within the building or buildings referred to in sub-clause (a)(ix) of this Special Condition and such part or parts of the building or buildings referred to in sub-clause (a)(x) of this Special Condition along the boundary line between the points P4 and P5 shown and marked on the plan annexed to the Land Grant shall have a frontage abutting on and having direct access to and from the Yellow Hatched Black Area adjacent to the boundary line between the points P4 and P5 to such designs as the Director in his absolute discretion may require.

(h) Special Condition Nos. (10)(a), (b) and (c) of the Land Grant stipulate that the Purchaser shall on or before the 30th September 2024* or such other date as may be approved by the Director at his own expense and in all respects to the satisfaction of the Director:-

(i) construct and provide one single storey covered footbridge link at a prescribed height above the Pink Hatched Black Area and the Pink Hatched Black Stippled Black Area or any part of any of them ("**the Footbridge Link**") so as to link up the Covered Footbridge (as defined in Special Condition No. (11)(a) of the Land Grant) with the Pedestrian Walkway (as defined in sub-clause (b) of this Special Condition);

(ii) provide within the Pink Rippled Black Area a pedestrian walkway at a prescribed width, so as to link up the Footbridge Link via the Lift and Escalators (as defined in sub-clause (c) of this Special Condition), the ground level of the Lot and the pedestrian street adjacent to the boundary line between the points P1 and P2 ("**the Pedestrian Street**") in the shortest possible route ("**the Pedestrian Walkway**"). For the purpose of this sub-clause (b), the decision of the Director as to what constitutes the ground level of the Lot shall be final and binding on the Purchaser; and

(iii) provide a lift and escalators (in up and down directions) in the location shown and marked "**LIFT AND ESCALATORS**" on the plan annexed to the Land Grant (which location is indicative only and may be varied subject to the prior written approval of the Director) within a building erected or to be erected on the Pink Rippled Black Area, such building being a building referred to in Special Condition No. (9)(a)(vi) of the Land Grant or such part of building referred to in Special Condition No. (9)(a)(vii) of the Land Grant, so as to link up the Footbridge Link, the Pedestrian Walkway and the Pedestrian Street ("**the Lift and Escalators**").

(i) Special Condition Nos. (11)(a) and (c) of the Land Grant stipulate that the Purchaser shall on or before the 30th September 2024* or such other date as may be approved by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director:-

(i) construct and provide one single storey covered footbridge together with such supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the covered footbridge) as shall be required or approved by the Director, at a prescribed height in the approximate position shown and marked "**PROP. FB**" on the plan annexed to the Land Grant ("**the Covered Footbridge**"), so as to link up the Footbridge Link and the elevated landscaped deck to be constructed by the Government above the proposed road shown and marked "**Proposed Road D3**" on the plan annexed to the Land Grant ("**the Elevated Landscaped Deck**"); and

(ii) connect the Footbridge Link with the Covered Footbridge and connect the Covered Footbridge with the Elevated Landscaped Deck. Such connection works shall include the removal of claddings and parapets at the receiving point provided by the Government at the Elevated Landscaped Deck, making good and reinstating to the satisfaction of the Director the said receiving point upon completion of the connection works.

(j) (i) Special Condition No. (13)(a) of the Land Grant stipulates that except with the prior written consent of the Director and save for the provision of the Public Passage Area (as defined in sub-clause (b) of this Special Condition) and the provision of the awning and shading devices referred to in Special Condition No. (9)(a)(viii)(IV) of the Land Grant, no building, structure, support for any building or structure, or projection shall be erected or constructed at or above the ground level of the Pink Circled Black Area.

(ii) Special Condition No. (13)(b) of the Land Grant stipulates that the Purchaser shall at his own expense and in all respects to the satisfaction of the Director on or before the 30th September 2024*, lay, form, construct and provide at the ground level of the Pink Circled Black Area a passage ("**the Public Passage Area**") in such manner, at such positions and to such standards, levels, alignments and design as the Director shall or require or approve.

(iii) Special Condition No. (13)(c) of the Land Grant stipulates that the Purchaser shall throughout the term hereby agreed to be granted keep the Public Passage Area open for use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption.

(k) Special Condition No. (16) of the Land Grant stipulates that:-

(i) The Purchaser may erect, construct and provide within the Lot such recreational facilities and facilities ancillary thereto ("**the Facilities**") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director; and

(ii) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition ("**the Exempted Facilities**"):-

(1) the Purchaser shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and

(2) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the Lot and their bona fide visitors and by no other person or persons.

(l) Special Condition No. (25)(c) of the Land Grant stipulates upon development or redevelopment of the Lot, a temporary access for construction vehicles into the Lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Purchaser shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed.

(m) (i) (1) Special Condition Nos. (26)(a)(i)(I) and (26)(a)(i)(II) of the Land Grant stipulate 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, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees ("**the Residential Parking Spaces**") at the prescribed rates.

(2) Special Condition No. (26)(a)(iii) of the Land Grant stipulates that additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings or part or parts of the building or buildings erected or to be erected on the Lot shall be provided within the Lot to the satisfaction of the

Director at the prescribed rates.

(ii) (1) Special Condition No. (26)(b)(i) of the Land Grant stipulates 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 rate of one space for every 200 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the Lot for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes unless the Director consents to another rate; and

(2) The spaces provided under sub-clause (b)(i) of this Special Condition (as may be adjusted pursuant to Special Condition No. (28) of the Land 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 or part or parts of the building or buildings erected or to be erected on the Lot for the purposes stipulated in the said sub-clause 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.

(iii) (1) Out of the spaces provided under sub-clauses (26)(a)(i)(I) and (b)(i) of the Land Grant (as may be respectively varied under Special Condition No.(28) of the Land Grant) and sub-clause (a)(iii) of this Special Condition, 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 (which spaces to be so reserved and designated are referred to as "**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 out of the spaces provided under sub-clause (a)(iii) of this Special Condition and that the Purchaser shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition to become the Parking Spaces for Disabled Persons; and

(2) 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 residents or 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.

(iv) (1) Special Condition Nos. (26)(d)(i)(I) and (26)(d)(i)(II) of the Land Grant stipulate 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 prescribed rates;

(2) The residential motor cycle parking spaces provided under Special Condition No. (26)(d)(i)(I) of the Land Grant ("**the Residential Motor Cycle Parking Spaces**") (as may be varied under Special Condition No. (28) of the Land 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 residents of the building or buildings or part or parts of the building or buildings erected or to be erected on the Lot for private residential purposes 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; and

(3) The spaces provided under sub-clause (26)(d)(i)(II) of the Land Grant (as may be adjusted pursuant to Special Condition No. (28) of the Land 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 or part or parts of the building or buildings erected or to be erected on the Lot for the purposes stipulated in sub-clause (b)(i) 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.

(v) Special Condition No. (26)(e) of the Land Grant stipulates that spaces shall be provided within the Lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the residential units in the building or buildings erected or to be erected on the Lot for private residential purposes and their bona fide guests, visitors or invitees at the prescribed rate.

(vi) Special Condition No. (26)(g) of the Land Grant stipulates that on or before the 30th September 2024* or such other date as may be approved by the Director, at his own expense, to such standards and design to the satisfaction of the Director of Electrical and Mechanical Services, and in all respects in compliance with the Buildings Ordinance and the Electricity Ordinance, any regulations made thereunder and any amending legislation:-

(1) provide and install charging facilities for electric vehicles including, but not limited to, fixed electrical installations and installation of final circuits, in all the parking spaces provided in accordance with sub-clauses (a)(i), (b) and (d) of this Special Condition (as may be respectively varied under Special Condition No. (28) of the Land Grant) and sub-clause (a)(iii) of this Special Condition and the Parking Spaces for Disabled Persons; and

(2) provide and install electric vehicle medium chargers including the final circuits referred to in sub-clause (g)(i)(I) of this Special Condition in not less than 30% of the parking spaces provided in accordance with sub-clauses (a)(i), (b) and (d) of this Special Condition (as may be respectively varied under Special Condition No. (28) of the Land Grant) and sub-clause (a)(iii) of this Special Condition and the Parking Spaces for Disabled Persons with at least one electric vehicle medium charger for each of such parking spaces;

throughout the term hereby agreed to be granted, at his own expense and in all respects to the satisfaction of the Director of Electrical and Mechanical Services upkeep, maintain, repair and manage the charging facilities and electric vehicle medium chargers provided and installed under sub-clauses (g)(i)(I) and (g)(i)(II) of this Special Condition in good repair and operational condition.

(n) Special Condition No. (27) of the Land Grant stipulates that spaces shall be provided within the Lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the prescribed rates. 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 erected or to be erected on the Lot.

(o) Special Condition No. (32) of the Land Grant stipulates that a plan approved by the Director indicating the layout of all the parking, loading and unloading spaces to be provided within the Lot in accordance with Special Conditions Nos. (26) and (27) of the Land Grant (as may be respectively varied under Special Condition No. (28) of the Land Grant), or a copy of such plan certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. …. The parking, loading and unloading spaces indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (26) and (27) of the Land Grant. The Purchaser shall maintain the parking, loading and unloading 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.

(p) (i) Special Condition No. (34)(a) of the Land 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, with or without the prior written consent of the Director, either within the Lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Lot or any part thereof or any other works required to be done by the Purchaser under these Conditions, or for any other purpose, the Purchaser shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Purchaser shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

(ii) Special Condition No. (34)(c) 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, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with such falling away, landslip or subsidence.

(iii) Special Condition No. (34)(d) provides that 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.

(q) Special Condition No. (36) of the Land Grant stipulates 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.

(r) Special Condition No. (37) of the Land Grant stipulates that:-

(i) 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 and keep indemnified the Government against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any damage or nuisance to private property caused by such erosion, washing down or dumping.

(ii) 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.

(s) Special Condition No. (38) of the Land Grant stipulates 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 Yellow Area, the Yellow Hatched Black Area 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 in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the Lot, the Yellow Area, the Yellow Hatched Black Area 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 Yellow Area, the Yellow Hatched Black Area 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.

(t) Special Condition No. (39) of the Land Grant stipulates that:-

(i) 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 and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any damage or nuisance caused by such storm-water or rain-water.

(ii) 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 and 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.

(u) Special Condition Nos. (43)(a)(i) and (43)(a)(ii) of the Land Grant stipulate that the Purchaser shall on or before the 30th September 2024* or such other date as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Water Authority:

(i) submit or cause to be submitted to the Water Authority for its approval in writing a proposal for providing and installing automatic meter reading ("**AMR**") outstation or outstations on the Lot or any part thereof which proposal shall contain, among others, such information and particulars as the Water Authority may require including but not limited to a layout plan showing the location of the AMR outstation or outstations to be provided and installed in accordance with sub-clause (a)(ii) of this Special Condition, the arrangement and the associated details of the AMR equipment for building up the AMR outstation or outstations, and the area or space designated for accommodating the AMR equipment; and

(ii) provide and install the AMR outstation or outstations as approved by the Water Authority under sub-clause (a)(i) of this Special Condition ("**the AMR Outstation(s)**") for all AMR meters including meters for fresh water supply for individual consumers, flushing water supply and fire service supply, master meters or check meters for fresh water supply, and other additional meters for various water supplies as the Water Authority may at its sole discretion require or approve;

Special Condition No. (43)(c) of the Land Grant stipulates that the Purchaser shall throughout the term hereby agreed to be granted, at his own expense and in all respects to the satisfaction of the Water Authority, upkeep, maintain, repair and manage the AMR Outstation(s) in good repair and operational condition until such time as the same shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.

(v) (i) Special Condition No. (44)(a) of the Land Grant stipulates that the Purchaser shall within six calendar months from the date of this Agreement or such other period as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director, submit or cause to be submitted to the Director for his approval in writing a noise impact assessment ("**the NIA**") on the development of the Lot containing, among others, such information and particulars as the Director may require including but not limited to all adverse noise impacts as may arise from the development of the Lot, and recommendations for mitigation measures, improvement works and other measures and works ("**the Noise Mitigation Measures**").

(ii) Special Condition No. (44)(b) of the Land Grant stipulates that the Purchaser shall, at his own expense and within such time limit as may be stipulated by the Director, carry out and implement the Noise Mitigation Measures contained in the NIA as approved by the Director under sub-clause (a) of this Special Condition ("**the Approved Noise Mitigation Measures**") in all respects to the satisfaction of the Director.

(w) Special Condition No. (45)(a) of the Land Grant stipulates that in the event that the Approved Noise Mitigation Measures comprise the erection or construction of noise barrier or noise barriers on the Lot with projection extending beyond the boundary of the Lot and over and above any portion of the adjoining Government land ("**the Noise Barrier**"), the Purchaser shall at his own expense design, erect and construct the Noise Barrier in accordance with the plans approved by the Building Authority and in all respects in compliance with the Buildings Ordinance, any regulations made thereunder and any amending legislation.

(x) (i) Special Condition No. (46)(a) stipulates that the Purchaser shall within six calendar months from the date of this Agreement or such other period as may be approved by the Director at his own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his approval in writing an air quality impact assessment ("**the Air Quality Impact Assessment**") on the development of the Lot, containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse air quality impacts from the nearby sources such as vehicle emissions from nearby roads and recommendations for mitigation measures, improvement works and other measures and works to comply with the Air Quality Objectives as stipulated in the Air Pollution Control Ordinance, any regulations made thereunder and any amending legislation.

(ii) Special Condition No. (46)(b) stipulates that the Purchaser shall at his own expense and within such time limit as may be stipulated by the Director of Environmental Protection carry out and implement the recommendations contained in the Air Quality Impact Assessment as approved by the Director of Environmental Protection in all aspects to the satisfaction of the Director of Environmental Protection.

(y) Special Condition No. (47) of the Land Grant stipulates that:-

(a) The Purchaser shall within six calendar months from the date of the Land Grant or such other period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his approval in writing a sewerage impact assessment (hereinafter referred to as "**the SIA**") on the development of the Lot, containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impacts as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.

(b) The Purchaser shall at his own expense and within such time limit as may be stipulated by the Director of Environmental Protection carry out and implement the recommendations contained in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection and the Director of Drainage Services.

(c) The technical aspects of the SIA shall be undertaken by a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline or a chartered civil engineer.

(d) No building works (other than the demolition and removal works referred to in Special Condition No. (1)(b) of the Land Grant, site formation works and ground investigation) shall be commenced on the Lot or any part thereof until the SIA shall have been approved in writing by the Director of Environmental Protection.

(e) For the avoidance of doubt and without prejudice to the generality of the provisions of General Condition No. 5 of the Land Grant, the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall have the sole responsibility at his own expense to carry out and implement the recommendations contained in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection and the Director of Drainage Services. The Government and its officers shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or its officers by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

6. The lease conditions that are onerous to a Purchaser:

(a) Special Condition No. (1)(b) of the Land Grant stipulates that the Purchaser acknowledges that as at the date of the Land Grant there are some structures and foundations existing on the Lot and the Yellow Area and the Yellow Hatched Black Area ("**the Existing Structures**"). The Purchaser shall demolish and remove at his own expense and in all respects to the satisfaction of the Director

the Existing Structures ("**the Demolition Works**"). 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 Structures and the Demolition Works. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, costs, demands, actions and other proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the presence of or subsequent demolition or removal of the said structures and foundations.

(b) Special Condition No. (2) of the Land Grant stipulates that:-

(i) the Purchaser:-

(1) shall not make any amendment, variation, alteration, modification or substitution to the approved plans of the Yellow Area and the Yellow Hatched Black Area shall be made by the Purchaser except with the prior written approval of the Director;

(2) shall not alter, demolish or damage the existing seawall adjoining the Yellow Area or carry out any works which may alter, damage or adversely affect the seawall or any part or parts thereof and the decision of the Director as to whether any works will alter, damage or adversely affect the seawall shall be final and binding on the Purchaser;

(3) shall not without the prior written consent of the Director use the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof for the purpose of storage or parking of vehicles or for the erection of any temporary structure or any purposes other than the carrying out of the demolition and removal works referred to in Special Condition No. (1)(b) of the Land Grant and the works specified in sub-clauses (a)(i) and (d) of this Special Condition;

(4) shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) on the Yellow Area and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto and all health problems of any trees, shrubs or other plants within the Yellow Area and the Yellow Hatched Black Area including defects, disorders and such other factors or causes which may affect the health of such trees, shrubs or other plants; and

(5) whenever required by the Director, shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director, carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works on the Yellow Area and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto which shall occur or become apparent within a period of 12 calendar months after the date(s) of redelivery of possession by the Purchaser of the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof.

(ii) The Government shall have no responsibility or 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 fulfilment of the Purchaser's obligations under Special Condition No. (1)(b) of the Land Grant and sub-clauses (a)(i) or (d) of this Special Condition or the exercise of the rights by the Government under sub-clause (e) 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.

(c) Special Condition No. (4) of the Land Grant stipulates that no building works (other than the demolition and removal works referred to in Special Condition No. (1)(b) of the Land Grant, site formation works and ground investigation) shall be commenced on the Yellow Area and the Yellow Hatched Black Area until the Landscape Master Plan has been approved in writing by the Director and consent, if required, has been granted in respect of the proposals for the preservation of trees under Special Condition No. (7) of the Land Grant.

(d) Special Condition No. (9)(a) of the Land Grant stipulates that:-

(i) any building or buildings erected or to be erected within the Pink Rippled Black Area solely for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes shall comply with the following requirements:-

(1) no part of such building or buildings together with any addition or fitting (if any) to such building or buildings may in the aggregate exceed a height of 15 metres above the Hong Kong Principal Datum; and

(2) such building or buildings shall not exceed two storeys and shall be erected at or above the ground level.

(ii) any building or buildings erected or to be erected within the Pink Rippled Black Area (other than the building or buildings referred to in sub-clause (a)(vi) of this Special Condition) is partly used for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes:-

(1) no part of such part or parts of building or buildings together with any addition or fitting (if any) to such part or parts of building or buildings may in the aggregate exceed a height of 15 metres above the Hong Kong Principal Datum; and

(2) such part or parts of building or buildings shall not exceed two storeys and shall be located at or above the ground level.

(iii) the building or buildings referred to in sub-clause (a)(vi) of this Special Condition and such part or parts of the building or buildings referred to in sub-clause (a)(vii) of this Special Condition shall comply with the following requirements:-

(1) each unit on the ground level within the building or buildings referred to in sub-clause (a)(vi) of this Special Condition and such part or parts of the building or buildings referred to in sub-clause (a)(vii) of this Special Condition along the boundary line between the points Pl and P2 shown and marked on the plan annexed to the Land Grant shall have a frontage abutting on and having direct access to and from the Pedestrian Street to such designs as the Director in his absolute discretion may require;

(2) each unit on the ground level within the building or buildings referred to in sub-clause (a)(vi) of this Special Condition and such part or parts of the building or buildings referred to in sub-clause (a)(vii) of this Special Condition along the building line between the points P2 and P3 shown and marked on the plan annexed to the Land Grant shall have a frontage abutting on and having direct access to and from the Public Passage Area (as defined in Special Condition No. (13)(b) in the Land Grant) to such designs as the Director in his absolute discretion may require; and

(3) each unit on the ground level within the building or buildings referred to in sub-clause (a)(vi) of this Special Condition and such part or parts of the building or buildings referred to in sub-clause (a)(vii) of this Special Condition along the boundary line between the points P3 and P4 shown and marked on the plan annexed to the Land Grant shall have a frontage abutting on and having direct access to and from the Yellow Hatched Black Area to such designs as the Director in his absolute discretion may require.

(iv) any building or buildings erected or to be erected within the Pink Cross-hatched Black Area (as defined in sub-clause (a)(iii)(II) of this Special Condition) solely for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes shall comply with the

following requirements:-

(1) no part of such building or buildings together with any addition or fitting (if any) to such building or buildings may in the aggregate exceed a height of 10 metres above the Hong Kong Principal Datum; and

(2) such building or buildings shall not exceed one storey and shall be erected at or above the ground level.

(v) where the building or buildings erected or to be erected within the Pink Cross-hatched Black Area (as defined in sub-clause (a)(iii)(II) of this Special Condition) (other than 'the building or buildings referred to in sub-clause (a)(ix) of this Special Condition) is partly used for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes:-

(1) no part of such part or parts of building or buildings together with any addition or fitting (if any) to such part or parts of building or buildings may in the aggregate exceed a height of 10 metres above the Hong Kong Principal Datum; and

(2) such part or parts of the building or buildings shall not exceed one storey and shall be located at or above the ground level.

(vi) except with the prior written approval of the Director, any building or group of buildings erected or to be erected on the Lot shall not have any projected facade length of 60 metres or more;

(vii) at least one of the buildings erected or to be erected on the Lot (other than the building or buildings referred to in sub-clauses (a)(vi) and (a)(ix) of this Special Condition) shall comply with the following requirements.

(1) no part of such building or buildings together with any addition or fitting (if any) to such building or buildings may in the aggregate exceed a height of 35 metres above the Hong Kong Principal Datum;

(2) such building or buildings excluding any floor or space below the ground level shall not be less than six storeys and shall not exceed eight storeys;

(3) the total site coverage of such building or buildings at or above the ground level of the Lot shall not be less than 5% of the area of the Lot; and

(4) such building or buildings shall abut on at least 17% of the total length of the boundary line adjoining the Yellow Hatched Black Area between the points H and G shown and marked on the plan annexed to the Land Grant.

(viii) the total site coverage of any building or buildings erected or to be erected at or above the ground level of the Lot (other than the building or buildings referred to in sub-clauses (a)(vi), (a)(ix) and (a)(xiii) of this Special Condition) shall not exceed 25% of the area of the Lot.

(ix) the design and disposition of any building or buildings erected or to be erected on the Lot shall be subject to the approval in writing of the Director and no building works (other than the demolition and removal works referred to in Special Condition No. (1)(b) of the Land Grant, site formation works and ground investigation) shall be commenced on the Lot until such approval shall have been obtained.

(e) Special Condition No.(11)(g) of the Land Grant stipulates that the Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Purchaser in relation to the construction, alteration, management, repair and maintenance of the Covered Footbridge, the Footbridge Connection Details, the Footbridge Link, the Pedestrian Walkway and the Lift and Escalators.

(f) Special Condition No. (13)(a) of the Land Grant stipulates that except with the prior written consent of the Director and save for the provision of the Public Passage Area (as defined in sub-clause (b) of this Special Condition) and the provision of the awning and shading devices referred to in Special Condition No. (9)(a)(viii)(IV) of the Land Grant, no building, structure, support for any building or structure, or projection shall be erected or constructed at or above the ground level of the Pink Circled Black Area.

(g) Special Condition No. (14) of the Land Grant stipulates that except with the prior written consent of the Director, no building, structure, support for any building or structure, or projection shall be erected or constructed at or above the ground level of the Pink Hatched Black Area and the Pink Hatched Black Stippled Black Area except the following:-

(i) boundary walls or fences or both provided that if the boundary walls or fences or both shall abut on any pedestrian street or path located between the points A and H shown and marked on the plan annexed to the Land Grant such boundary walls or fences or both shall be erected or constructed in all respects to the satisfaction of the Director to achieve visual and physical porosity of not less than 50% along the horizontal plane per linear metre from one metre above the general formation level of the adjacent pedestrian street or path;

(ii) landscaping features and associated facilities; and

(iii) the Footbridge Link, supports and connections for the Footbridge Link referred to in Special Condition No. (10)(a)(ii) of the Land Grant.

(h) Special Condition No. (24) of the Land Grant stipulates that the Purchaser shall not partition (whether by way of assignment or other disposal or by any other means) the Lot or any part thereof.

(i) (i) Special Condition No.(25)(a) of the Land Grant stipulates that subject to sub-clause (b) of this Special Condition, 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 Land Grant or at such other points as may be approved in writing by the Director.

(ii) Special Condition No.(25)(b) of the Land Grant stipulates that prior to completion of the construction of the proposed road shown and marked "**Proposed Road D3**" on the plan annexed to the Land Grant adjacent to the Lot, the Purchaser shall have no right of ingress or egress to or from the Lot for the passage of motor vehicles except between such points as the Director shall specify.

(j) Special Condition No. (30)(a) of the Land Grant stipulates that notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:-

(i) assigned except:-

(1) together with undivided shares in the Lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or

(2) to a person who is already the owner of undivided shares in the Lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or

(ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the Lot.

provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the Lot.

(k) General Condition No. 11 of the Land Grant provides that upon any failure or neglect by the Purchaser to perform, observe or comply with the Land Grant, the Government shall be entitled to re-enter upon and take back possession of the Lot or any part thereof and all or any buildings, erections and

works on the Lot or any part thereof, and that upon the re-entry:

(i) the Purchaser's rights on the part of the Lot re-entered shall absolutely cease and determine;

(ii) the Purchaser shall not be entitled to any refund of premium, payment or compensation; and

(iii) the Government's any other rights, remedies and claims are not to be thereby prejudiced.

Notes:

1. The "Purchaser" as mentioned in this section means the Purchaser under the Land Grant and where the context so admits or requires include his executors, administrators and assigns and in case of a corporation its successors and assigns.
2. For full details, please refer to the Land Grant. Full script of the Land Grant is available for free inspection upon request during opening hours at the sales office and copies of the Land Grant can be obtained upon paying necessary photocopying charges.
3. The plan annexed to the Land Grant is reproduced under the "Information on Public Facilities and Public Open Spaces" section.

* Pursuant to the letter from District Lands Office/Kowloon East of the Lands Department dated 4th November 2022:-

(a) the date for compliance of Special Condition Nos. (2)(a)(i) and (2)(g)(iv) of the Land Grant has been extended to 30th September 2023; and

(b) the date for compliance of Special Conditions Nos. (5), (10)(a), (10)(b), (10)(c), (11)(a), (11)(c), (13)(b), (26)(g)(i) and (43)(a) has been extended to 30th September 2025.

SUMMARY OF LAND GRANT
批地文件的摘要

1. 發展項目興建於按日期為2019年2月22日的賣地條件第20336號(「**批地文件**」)及經日期分別為2020年11月9日及2022年11月4日的2封延期信函修訂而持有的新九龍內地段第6551號(「**該地段**」)。

2. 該地段批地年期為由2019年2月22日起計50年。

3. 適用於該地段的用途限制：
   (a) 該地段不得用作非工業(不包括寫字樓、貨倉、酒店及加油站)用途以外的用途。
   (b) 該地段內不得興建或提供墳墓或靈灰安置所，亦不得於該地段內安葬或放置人類遺骸或動物遺骸(不論是否置於陶瓶或骨灰甕內或以其他方式安葬或放置)。

4. 按規定須興建並提供予政府或供公眾使用的設施：
   (a) 買方須：-
      (i) 在批地文件附夾的圖則上顯示為黃色及黃色間黑斜線的範圍(分別稱為「**黃色範圍**」及「**黃色間黑斜線範圍**」)內的海濱長廊須鋪設、塑造、豎立、興建、提供及作環境美化；
      (ii) 在批地文件附夾的圖則上顯示為粉紅色間黑斜線及粉紅色間黑斜線加黑點顯示的範圍(分別稱為「**粉紅色間黑斜線範圍**」及「**粉紅色間黑斜線加黑點範圍**」)上須豎立及興建有蓋行人天橋通道；
      (iii) 在批地文件附夾的圖則上顯示為粉紅色加黑波紋線顯示的範圍(「**粉紅色加黑波紋線範圍**」)內須提供行人道；
      (iv) 現已或將會建的大廈需根據批地文件附夾的圖則上顯示為粉紅色加黑波紋線範圍並顯示及標記為「**LIFT AND ESCALATORS**」的範圍內提供升降機及自動扶手電梯；
      (v) 在批地文件附夾的圖則上顯示及標記為「**PROP.FB**」附近的範圍內興建及提供有蓋行人天橋及該結構支承件與連接；
      (vi) 連接行人天橋通道與有蓋行人天橋及連接有蓋行人天橋與高架園景平台；及
      (vii) 在批地文件附夾的圖則上顯示為粉紅色加黑圈顯示的範圍內(「**粉紅色加黑圈範圍**」)的地面水平鋪設、塑造、興建及提供通道。

5. 有關買方在該地段內外鋪設、塑造或作環境美化的任何範圍，或興建或維持任何構築物或設施的責任：
   (a) 買方須全面遵照此等批地條款及香港現時或隨時生效的所有建築、衛生及規劃相關條例、附例和規例在該地段興建建築物。該建築物須在2024年9月30日*或之前建成並適宜居住。
   (b) 批地文件一般條件第7(a)分條訂明，買方須於批地年期的期間根據批地文件建造或重建(該詞語指批地文件一般條件第(b)分條提及的重新發展)：-
      (i) 按經批准的設計、布局或高度及任何經批准建築圖則維持一切建築物，不得對其作出修訂或更改；及
      (ii) 保養所有已興建或今後可能按批地文件或任何其後的合同性修改興建的所有建築物於良好及修繕妥當的狀態，直至批地年期結束或提前終止而交還為止。
   (c) 批地文件特別條款第(2)條訂明：
      (i) 買方：
         (1) 須於2022年9月30日*或經地政總署署長(「**署長**」)批准的其他日期，自費並達致署長在各方面滿意：
            (I) 在黃色範圍及黃色間黑斜線範圍鋪設、塑造、豎立、建造、提供及美化一條海濱長廊；及
            (II) 在黃色間黑斜線範圍內提供一條寬度為4.5米的公共行人道作為專屬行人區；
         (2) 須自費向署長呈交或安排呈交黃色範圍及黃色間黑斜線範圍的圖則以供其書面批准，圖則須包括黃色範圍及黃色間黑斜線範圍的水平、位置、準線和設計的細節及資料，及署長要求的其他細節及資料；及
         (3) 須在完成本特別條款第(a)(i)分條所述之工程時自費保持、管理、維修及保養黃色範圍及黃色間黑斜線範圍或其任何部份及其構成其一部份或依屬任何該等範圍的部份，使其處於良好及修繕妥當的狀態，以令署長在各方面滿意，直至整個黃色範圍及黃色間黑斜線範圍的管有權已經按照本特別條款第(g)(iv)分條交回予政府。
      (ii) 若買方未能履行批地文件特別條款第(1)(b)分條及本特別條款第(a)(i)分條或(d)分條下的責任，政府可進行所需之工程，唯費用由買方負責，就此買方須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對買方具約束力。
   (d) 批地文件特別條款第(4)條訂明買方：
      (i) 須自費向署長提交一份園景設計總圖(「**園景設計總圖**」)以取得其批准，當中須顯示將於黃色範圍及黃色間黑斜線範圍內進行園景工程的位置、規劃及佈局，以符合本特別條款第(b)分條及(c)分條的規定；及
      (ii) 須按照已批准的園景設計總圖自費美化黃色範圍及黃色間黑斜線範圍，在一切方面使署長滿意。未經署長的事先書面同意，不能對經批准的園景設計總圖作出修訂、改變、修改、更改或代替。
   (e) 批地文件特別條款第(7)條訂明在該地段上或毗鄰的樹木，不得在未得到署長事先書面同意的情況下移除或遭受干擾。而署長在給予同意時，可以加上其認為合適的關於移植、補償性園景美化或重植的條款。
   (f) 批地文件特別條款第(8)條訂明買方：-
      (i) 買方須自費將園景設計圖呈交署長批准，園景設計圖須標明按照本特別條款第(b)分條要求而將在該地段內提供的園景工程的位置、規劃及布局(「**該地段的園景設計圖**」)；
      (ii) 須按照已批准的該地段的園景設計圖自費美化該地段，在一切方面使署長滿意。未經署長的事先書面同意，不能對經批准的該地段的園景設計圖作出修訂、改變、修改、更改或代替；及
      (iii) 須在其後自費保養及保持園景，使其處於安全、乾淨、整潔、齊整及健康狀態，在一切方面使署長滿意。
   (g) 批地文件特別條款第(9)(a)分條訂明，本特別條款第(a)(ix)分條所述建築物內地面水平上的每個單位，以及本特別條款第(a)(x)分條沿着批地文件附夾的圖則上顯示和標記P4和P5點之間的邊界線的建築物的一個或多個部分，須有一個正面鄰接並可與P4和P5點之間邊界線附近的黃色間黑斜線範圍相鄰P4和P5點的邊界線並可直接進出，其設計要求可由署長全權酌情決定。
   (h) 批地文件特別條款第(10)(a)、(b)及(c)分條訂明買方須於2024年9月30日*或經署長批准的其他日期或之前自費並令署長在各方面滿意：-
      (i) 在粉紅色間黑斜線範圍及粉紅色間黑斜線加黑點範圍或其中任何部分按指定高度建造及提供一座單層有蓋的行人天橋通道(「**行人天橋通道**」)以連接有蓋行人天橋(定義見以批地文件特別條款第(11)(a)分條)及行人道(定義見以批地文件本特別條款第(b)分條)；
      (ii) 在粉紅色加黑波紋線範圍內按指定寬度以最短路綫提供以連接行人天橋通道及升降機及自動扶梯(定義見以批地文件本特別條款第(c)分條所訂為準)，與該地段地面水平及毗連連著P1及P2的邊界綫的步行街(「**步行街**」)的行人道(「**行人道**」)。至茲於本特別條款第(b)分條，署長就何謂該地段之地面水平作的決定將作終論，並對買方約束；及
      (iii) 在批地文件附夾的圖則上顯示及標記為「**LIFT AND ESCALATORS**」內(其位置僅供參考，在獲得署長事先書面批准的情況下才及可能被更改)、於粉紅色加黑波紋線範圍內的一座現已或將會建成的建築物提供升降機及自動扶梯(上落方向)，該建築物為批地文件特別條款第9(a)(vi)分條所載的建築物或批地文件特別條款第9(a)(vii)分條所載建築物的任何部分，以連接行人天橋通道，行人道及步行街(「**升降機及自動扶梯**」)。
   (i) 批地文件特別條款第(11)條(a)及(c)分條訂明買方須於2024年9月30日*或經署長批准的其他日期或之前，自費並令署長在各方面滿意：-
      (i) 在批地文件附夾的圖則上註明及標記為「**PROP.FB**」的大概位置，如署長指定或批准的指定高度建造及提供一座單層有蓋行人天橋連同該支承件與連接段(包括署長全權酌情認為有蓋行人天橋任何日指定或批准的後擴建段所需的支承件與連接段)(「**有蓋行人天橋**」)，以在批地文件附夾的圖則上註明為「**Proposed Road D3**」內連接行人天橋通道及將由政府在擬建道路上建造的高架園景平台(「**高架園景平台**」)；及
      (ii) 連接行人天橋通道及有蓋行人天橋，及連接有蓋行人天橋及高架園景平台。接駁該地段的工作應包括在政府高架園景平台提供的接收點內拆除面板及欄杆，在完成接駁工程後修復及還原該接收點已令署長滿意。

(j) (i) 批地文件特別條款第(13)(a)分條訂明除了提供公眾通道範圍(釋義以批地文件本特別條款第(b)分條所訂為準)及提供批地文件特別條款第(9)(a)(viii)(IV)分條所指的遮陽篷及遮陽設備外，未經署長事先書面批准，不得於批地文件附夾的圖則顯示為粉紅色加黑圈範圍或的該地段那些部分之內或其地面水平上豎立或興建任何建築物或構築物或任何建築物或構築物之支承物或伸展物。

(ii) 批地文件特別條款第(13)(b)分條訂明買方須於2025年9月30日或之前或其他經署長批准的日期，自費以署長可要求或批准的標準、水準、定線及設計，於批地文件附夾的圖則顯示為粉紅色加黑圈內鋪設、塑造、興建及提供通道(「**公眾通道範圍**」)，達致署長在各方面滿意。

(iii) 批地文件特別條款第(13)(c)分條訂明買方須應在本文協定批授的整個年期內，保持公眾通道範圍每日24小時開放，以供公眾步行或輪椅免費及以合法目的不受阻撓地通行使用。

(k) 批地文件特別條款第(16)條訂明：-

(i) 買方可在該地段內搭建、建造和提供經署長書面批准的康樂設施及該處的附屬設施(「**設施**」)。設施的類型、大小、設計、高度及佈局亦須事前提交署長書面批核；及

(ii) 如設施任何部分豁免根據本批地文件特別條款第(b)分條規定計入總樓面面積(「**豁免設施**」)：

(1) 買方須自費維修豁免設施以保持其維修充足及狀態良好，並負責運作豁免設施以令署長滿意；及

(2) 豁免設施只可供現已或將會建於該地段的一座或多座住宅大廈的居民及彼等之真正訪客使用，任何其他人士或人等概不可使用。

(l) 批地文件特別條款第(25)(c)分條訂明在項目發展或重建期間，臨時通道讓建築車輛進出該地段是容許的，但其位置須由署長允許及受制於署長附加的其他條件。於項目發展或重建完成後，買方須自費在署長指定的時間內將臨時通道所在的位置恢復原狀，使署長滿意。

(m) (i) (1) 批地文件特別條款第(26)(a)(i)(I)分條及(a)(i)(II)分條訂明必須按指定的比率，在該地段內提供車位(「**住宅車位**」)，供在該地段上已建或擬建建築物的住戶、他們的真正來賓、訪客或獲邀請人停泊他們所擁有按《道路交通條例》、其下任何規例及任何修訂法例領有牌照的車輛，使署長滿意。

(2) 批地文件特別條款第(26)(a)(iii)分條訂明須按指定比率提供若干額外車位，以供在該地段上已建或擬建的建築物的住戶的真正來賓、訪客或獲邀請人停泊他們所擁有按《道路交通條例》、其下任何規例及任何修訂法例領有牌照的車輛，使署長滿意。

(ii) (1) 批地文件特別條款第(26)(b)(i)分條訂明該地段內設置署長滿意的車位，以供《道路交通條例》、其下的任何附屬規例及任何修訂法例持牌車輛之車位，其車位大小就豎設於該地段之一座或多座非工業用途(不包括私人住宅、寫字樓、貨倉、酒店及加油站)建築物或其部分之總面積以每200平方米一個車位的比率計算，唯署長同意另一比率除外；及

(2) 按本特別條款第(b)(i)分條提供的車位(可按批地文件特別條款第(28)條修訂)，不得用作停泊按《道路交通條例》、其附屬規例及任何修訂法例獲發牌並屬於該地段上根據該分條規定的指定用途已建或擬建的建築物之佔用人和他們的真正來賓、訪客或被邀請人之車輛以外的用途，及特別是上述車位不得用作儲存、陳列或展示以作汽車出售或其他用途或提供汽車清潔及美容服務。

(iii) (1) 買方須在按特別條款第(26)(a)(i)(I)分條及(b)(i)分條(可按批地文件特別條款第(28)條修訂)及(a)(iii)分條提供的車位中，保留與指定按建築事務監督要求及批准的車位數目作為供《道路交通條例》、其下的任何規例及任何修訂法例界定的傷殘人士停泊車輛(按此保留與指定的這些車位下稱「**傷殘人士車位**」)，而必須從按本特別條款第(a)(iii)分條提供的車位中，抽起最少一個車位以保留與指定為傷殘人士車位，以及買方不可以保留或指定所有按本特別條款第(a)(iii)分條提供的車位成為傷殘人士車位；及

(2) 傷殘人士停車位不得用作停泊供傷殘人士(按《道路交通條例》、其任何附屬規例及任何修訂法例定義)使用且供在該地段上已建或擬建建築物的住戶、佔用人、他們的真正來賓、訪客或獲邀請人之車輛之外的任何用途，尤其是上述車位不得用作儲存、展示或展覽供出售或作他用的車輛或用作汽車清潔美容服務。

(iv) (1) 批地文件特別條款第(26)(d)(i)(I)分條及(d)(i)(II)分條必須在該地段內按一指定比率提供若干車位，供在該地段已建或擬建的建築物的住戶，他們的真正來賓、訪客或獲邀請人停泊他們所擁有按《道路交通條例》、其下的任何規例及任何修訂法例領牌照的電單車，使署長滿意。

(2) 批地文件特別條款第(26)(d)(i)(I)分條提供的住宅電單車車位中(可按批地文件特別條款第(28)條修訂)(「**住宅電單車車位**」)不得用作停泊按《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及供在該地段上已建或擬建建築物的住戶、他們的真正來賓、訪客或獲邀請人之電單車以外的任何用途，尤其是上述車位不得用作儲存、展示或展覽供出售或作他用的車輛或用作汽車清潔美容服務；及

(3) 批地文件特別條款第(26)(d)(i)(II)分條提供的車位中(可按批地文件特別條款第(28)條修訂)不得用作停泊按《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及供在該地段上根據特別條款第b(i)分條已建或擬建建築物的佔用人、他們的真正來賓、訪客或獲邀請人之電單車以外的任何用途，尤其是上述車位不得用作儲存、展示或展覽供出售或作他用的車輛或用作汽車清潔美容服務。

(v) 批地文件特別條款第(26)(e)分條訂明必須按指定的比率及方式提供位置以供屬於在該地段上已建或擬建建築物的住戶或他們的真正來賓、訪客或獲邀請人的單車停泊，使署長滿意。

(vi) 批地文件特別條款第(26)(g)分條訂明在2025年9月30日或署長可能批准的其他日期當日或之前，自費以致使機電工程署署長滿意的標準及設計，及在各方面遵守《建築物條例》及《電力條例》、其任何附屬規例及任何修訂法例：

(1) 於根據本特別條款第(a)(i)、(b)及(d)分條(可分別按批地文件特別條款第28條修訂)及(a)(iii)分條所提供的所有車位及傷殘人士車位，提供及安裝供電動車輛使用的充電設施，包括但不限於固定電力裝置及最終電路裝置；

(2) 於根據本特別條款第(a)(i)、(b)及(d)分條(可按特別條款第(28)條修訂)及(a)(iii)分條提供不少於百分之三十的車位，提供及安裝特別條款第(g)(i)(I)分條提及的電動車輛中速充電器，包括最終電路，使每個該等車位至少有一個電動車輛中速充電器；及

於批地文件年期內自費維修、保養、修理及管理按本特別條款第(g)(i)(I)分條及(g)(i)(II)分條提供及安裝的充電設施及電動車輛中速充電器，使其處於維修妥善及操作良好的狀況，並致使機電工程署署長在各方面滿意。

(n) 批地文件特別條款第(27)條訂明必須在該地段內按特別條款第(27)條規定的比率及方式提供位置以供貨車上落貨，使署長滿意。上落貨車位除供與在該地段上已建或擬建建築物有關的上落貨車輛之用外，不可在任何其他用途。

(o) 批地文件特別條款第(32)條訂明買方須向署長提交一份經署長批核並且列明將會按照本文特別條款第(26)條及第(27)條(可根據本文特別條款第(28)條調整)於該地段範圍內提供所有車位及上落貨車位的布局圖則，或經認可人士(釋義以《建築物條例》、其任何附屬規例及相關修訂法例所訂為準)核證的圖則。....上述核准圖則載明的車位及上落貨車位除作本文特別條款第(26)及(27)條分別訂明的用途外，不可作任何其他用途。買方應遵照上述核准圖則維修車位及上落貨車位和其他地方，包括但不限於電梯、梯台和運轉及循環區域。除非事前獲署長書面同意，否則不可更改布局圖。除上述核准圖則註明的車位外，該地段或該處任何建築物或構築物均不可作泊車用途。

(p) (i) 批地文件特別條款第(34)(a)分條訂明如果任何土地需要或已經被分割、移走或退讓或堆積或堆填或進行任何類型的斜坡護土工程，不論有否經署長事先書面同意，亦不論是在該地段內或任何政府土地內，旨在構建、平整或開發該地段或其中任何部分或買方按批地文件的條件需要進行的任何其他工程或作任何其他用途，買方須自費進行與修建該斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其後成為必要的其他工程，以保護與承托該地段和任何毗鄰或毗連政府土地或出租土地內的泥土，避免與防止其後發生任何塌方、山泥傾瀉或地陷。買方須在批地文件的年期內自費保養上述土地、斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其他工程，使其處於妥善及充足的維修和良好的狀態，使署長滿意。

(ii) 批地文件特別條款第(34)(c)分條訂明倘若因為買方進行的任何構建、平整、開發或進行其他工程或任何其他原因造成任何時候發生塌方、山泥傾瀉或地陷，不論發生在或來自該地段任何土地或任何毗鄰或毗連政府土地或出租土地，買方須自費進行修復及彌補，使署長滿意，並對上述塌方、山泥傾瀉或地陷不論直接或間接因為或與其有關而產生的任何形式的所有責任、申索、損失、損害賠償、支出、費用、成本、要求、法律行動及程序彌償政府及使其維持獲得彌償。

(iii) 批地文件特別條款第(34)(d)分條訂明除了批地文件規定對違反該等條件而有的任何其他權利或濟助外，署長有權發出書面通知要求買方進行、修建及保養上述土地、斜坡處理工程、護土牆或其他承托物、保護物及排水或輔助工程或其他工程，或還原和修復任何塌方、山泥傾瀉或

地陷，且如買方忽略或未能在指明期限內遵行該通知至使署長滿意，署長可即執行和進行任何有需要的工程，而買方須應要求向政府歸還該工程的費用連同任何行政或專業費用及收費。

(q) 批地文件特別條款第(36)條訂明若於發展或重新發展該地段或其任何部份時曾安裝預應力地錨，買方須於該預應力地錨的服務年期內自費定期保養及定期監測該預應力地錨致使署長滿意。如果買方忽視或未能進行上述檢驗工程，署長可立即執行與進行上述檢驗工程。買方須按要求向政府償付該項費用。

(r) 批地文件特別條款第(37)條訂明：-

(i) 倘若從該地段或任何由該土地的發展所影響的其他區域的泥土、廢石、瓦礫、建築廢料或建築材料(「**廢物**」)腐蝕、沖刷或傾倒到公共小巷或道路或入內或到路渠、前濱或海床、污水渠、雨水渠、明渠或其他政府物業(「**政府物業**」)，買方須自費清理政府物業的廢物並彌補對政府物業造成的任何損壞。買方須對上述腐蝕、沖刷或傾倒對私人物業的任何損壞或滋擾，不論直接或間接因為或與其有關而產生的任何形式的一切責任、申索、損失、損害賠償、支出、費用、成本、要求、法律行動及程序彌償政府及使其維持獲得彌償。

(ii) 即使本特別條款第(a)分條另有規定，署長可以(但沒有責任)在買方要求時清理政府物業的廢物並彌補對政府物業造成的任何損壞，買方須在要求時向政府支付因此產生的費用。

(s) 批地文件特別條款第(38)條訂明買方須在任何時候，特別是在任何建築、保養、翻新或維修工程(「**工程**」)期間，採取或促使他人採取一切適當及充分的處理、技巧及預防措施，避免對該地段、黃色範圍、黃色間黑斜線範圍或它們的任何部分之上、上面、之下或毗鄰的任何政府或其他的現有排水渠、水路或水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務、任何其他工程或裝置(「**服務設施**」)造成任何損壞、阻礙或干擾。買方在進行上述任何工程之前，須進行或促使他人進行適當的勘測及必要的查詢，確定任何服務設施的現況及水平，並須向署長提交處理任何可受工程影響的服務設施一切方面的書面建議，並取得他的批准，及不得在取得署長對工程及上述建議作出的書面批准之前進行該等工程。買方須履行署長於批准上述建議時對服務設施施加的任何要求和承擔符合該等要求支出的費用，包括任何所需的改道、重鋪或修復的費用。買方必須自費在一切方面維修、彌補及修復上述工程對該地段、黃色範圍、黃色間黑斜線範圍或它們的任何部分或任何服務設施造成的任何損壞、阻礙或干擾(除非署長另作選擇，署長對明渠、污水渠、雨水渠或總水喉進行修復，買方須在要求時向政府支付該等工程費用)，使署長滿意。如果買方未能對該地段或黃色範圍、黃色間黑斜線範圍或它們的任何部分或任何服務設施進行上述必要的改道、重鋪、維修、彌補及修復工程，使署長滿意，署長可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，買方須在要求時向政府支付該等工程費用。

(t) 批地文件特別條款第(39)條訂明：-

(i) 買方須自費興建及保養該地段邊界內或政府土地內署長認為必要的排水渠及渠道，並使署長滿意，以便截斷與引導該地段的一切暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠，及買方須對上述暴雨或雨水造成的任何損壞或滋擾不論直接或間接因為或與其有關而產生的任何形式的所有責任、申索、損失、損害賠償、支出、費用、成本、要求、法律行動及程序彌償政府及使其維持獲得彌償。

(ii) 連接該地段的任何排水渠和污水渠至政府的雨水渠及污水渠(如已鋪設及運作)的工程可由署長進行，但署長毋須就因此產生的任何損失或損害對買方負責，及買方須在要求時向政府支付上述連接工程的費用。或者該等連接工程亦由買方自行出資進行，使署長滿意，及在該種情況下，上述連接工程的任何一段若在政府土地內興建，須由買方自費保養，直至要求時由買方交還給政府，由政府出資負責其後的保養及買方須在要求時向政府支付有關上述連接工程的技術檢查之費用。若買方未能保養上述興建在政府土地上的連接工程任何部分，署長可進行其認為所需的該等工程，買方須在要求時向政府支付該等工程的費用。

(u) 批地文件特別條款第(43)(a)(i)分條及(a)(ii)分條訂明買方須於2025年9月30日或其他署長批准之日期當日或之前自費及致使水務監督於各方面滿意：

(i) 就自動讀錶系統(下稱「**AMR**」)外站於該地段或其中任何部分之提供及安裝提交或促使提交書面建議書予水務監督供其批准，該建議書須包括水務監督要求之資料和詳情，包括但不限於顯示將按批地文件本特別條款第(a)(ii)分條提供及安裝之AMR外站位置之布局圖、組成AMR外站之AMR設備之編排和附屬詳情、及指定放置AMR設備之範圍或空間；及

(ii) 為所有AMR水錶，包括為個別用戶提供食水供應的水錶，食水供應、沖廁水及消防供水的總水錶或檢測水錶，及其他額外水務監督完全酌情權決定要求或准許提供不同供水的水錶，提供及安裝水務監督於批地文件本特別條款第(a)(i)分條下批准的AMR外站(「**AMR外站**」)；

批地文件特別條款第(43)(c)分條訂明買方須於批地文件年期內自費維修、保養、修理及管理AMR外站使其處於維修妥善及操作良好的狀況，直至其按批地文件本特別條款第(g)分條交予水務監督，致使水務監督於各方面滿意。

(v) (i) 批地文件特別條款第(44)(a)分條訂明買方須由批地文件之日起6個曆月內或署長批准之其他時間，自費向署長提交或促使其他人提交一份發展該地段的噪音影響評估(「**噪音影響評估**」)，供署長書面批准，以在各方面達致署長滿意。噪音影響評估除其他事項外，還須載有署長要求的資料及詳情，包括但不限於所有因發展該地段而引起一切不利的噪音影響，及適當的噪音緩解措施的建議(「**噪音緩解措施**」)。

(ii) 批地文件特別條款第(44)(b)分條訂明買方須自行出資在署長指定的期限內進行與實施噪音影響評估中所建議並經署長批准的噪音消減措施(下稱「**獲批准噪音緩解措施**」)，在一切方面使署長滿意。

(w) 批地文件特別條款第(45)(a)分條訂明倘若獲批准噪音緩解措施中包括在該地段構建或興建一個或多個隔音屏障並伸延至超出該地段的地界至任何毗鄰政府土地任何部分之上或上方(「**隔音屏障**」)，買方須自費按照獲建築事務監督批准的圖則設計、構建及興建隔音屏障，並須在各方面符合《建築物條例》、其任何附屬規例及任何修訂法例。

(x) (i) 批地文件特別條款第(46)(a)分條訂明買方須由批地文件之日起6個曆月內或署長批准之其他時間，自費向環境保護署署長提交或促使其他人提交一份空氣影響評估(「**空氣影響評估**」)，供環境保護署署長書面批准，以在各方面達致環境保護署署長滿意。空氣影響評估除其他事項外，還須載有環境保護署署長要求的資料及詳情，包括但不限於與該地段的發展有關的周邊道路和高速公路的空氣影響評估，及有關緩解措施、改善工程及其他在該地段內的措施及工程的建議，以顯示該地段的發展符合於提交空氣影響評估之日所適用的《空氣污染管制條例》香港規劃標準與準則。

(ii) 批地文件特別條款第(46)(b)分條訂明買方須自費，及在環境保護署署長指定的時限內實施由環境保護署署長批准的空氣影響評估中的建議，以在各方面達致環境保護署署長滿意。

(y) 批地文件特別條款第(47)條訂明：-

(a) 買方須由批地文件之日起6個曆月內或署長批准之其他時間，自費並致使署長在各方面滿意，向環保署署長呈交或安排呈交發展該地段的污水系統影響評估(「**污水系統影響評估**」)以供其書面核准。該評估須載有(除其他事項外)環境保護署署長可能要求的資料及詳情，包括但不限於發展該地段可引致的所有負面排污影響以及緩解措施、改善工程及其他措施和工程之建議。

(b) 買方須於環境保護署署長指定的期限內自費進行和實施污水系統影響評估中環境保護署署長批准的建議，以使環境保護署署長及渠務署署長全面滿意。

(c) 污水系統影響評估的技術範疇應由土木工程專業界別的香港工程師學會會員或特許土木工程師執行。

(d) 該地段或其任何部分在環境保護署署長以書面批核污水系統影響評估前，不得在該地段或其任何部分展開任何建造工程(本文特別條款第(1)(b)分條所載的拆卸及清理工程、土地勘測和地盤平整工程除外)。

(e) 為免生疑及在無損一般條款第(5)條適用性的情況下，買方現明確地確認及承認他須單獨及自費負責進行和實施污水系統影響評估中環境保護署署長批准的建議，以使環境保護署署長及渠務署署長全面滿意。政府及其官員對買方就因或有關履行本特別條款的義務或其他原因時所引致或蒙受的任何損害、損失、滋擾或打擾概無責任或法律責任。買方亦不得就任何該等損害、損失、滋擾或打擾向政府或其官員提出任何申索。

6. 對買方造成負擔的租用條件：

(a) 批地文件特別條款第(1)(b)分條訂明買方於本批地文件之日期確認該地段、黃色範圍及黃色間黑斜線範圍現時存在若干構築物及地基(「**現有構築物**」)。買方承諾自費並在各方面令署長滿意程度下，從該地段、黃色範圍及黃色間黑斜線範拆除及清除所述的現有構築物(「**拆除工程**」)。倘因現有構築物及拆除工程令買方招致或蒙受任何損害、滋擾或騷擾，政府概不承擔任何責任或法律責任。倘現有構築物及拆除工程的存在直接或間接引起或導致任何責任、索償、費用、索求、訴訟或其他法律程序，買方須向政府賠償並確保其免責。

(b) 批地文件特別條款第(2)條訂明：-

(i) 買方：-

(1) 如事前未獲署長書面批准，不得修訂、更改、變更或替代黃色範圍及黃色間黑斜線範圍已批准的圖則；

(2) 不可更改、拆卸或損壞在黃色範圍隔鄰的的現有海堤，或進行任何會對海堤或其任何一個或多個部分構成更改，損壞或不良影響的工程。署長就何等工程會對海堤構成不良影響所作的決定將作終論，並對買方有約束力；

(3) 如事前未獲署長書面批准，不得將黃色範圍及黃色間黑斜線範圍或其任可部份作儲物、停泊車輛或興建任何臨時構築物，或用作進行批地文件特別條款第(1)(b)分條提及的拆卸及清除工程及批地文件本特別條款第(a)(i)分條及(d)分條指明的工程以外的任何其他用途；

(4) 須對黃色範圍，黃色間黑斜線範圍及構成其一部分或與其有關之範圍就任何形式因有關缺陷、缺乏維修、不善、失靈、故障或任何其他未完成工程(無論是否在工藝、材料、設計或其他方面)所直接或間接產生的所有責任、申索、損失、損害賠償、支出、費用、成本、要求、法律行動及程序，以及對黃色範圍及黃色間黑斜線範圍內所有樹木、灌木或其他植物之健康問題(包括可能影響其健康的缺陷、障礙和其他因素或原因)彌償政府及使其維持獲得彌償；及

(5) 須在署長要求下，在買方重新交付黃色範圍及黃色間黑斜線範圍及構成其一部分或與其有關的一切後的12個日曆月內，自費按照署長指定的期限、標準和方式執行所有必要的維修、修理、更改、重建、補救及任何其他工程，以補救及糾正黃色範圍及黃色間黑斜線範圍及構成其一部分或與其有關的一切出現或可見的不良缺點、失修、不善、失靈、故障或任何其他未完成工程。

(ii) 就任何對買方或任何其他人所造成或買方或任何其他人蒙受的損失、損壞、滋擾或干擾，不論是否因買方履行批地文件特別條款第(1)(b)分條及(2)(a)(i)分條或(d)分條的義務或責任或政府行使批地文件特別條款第(2)(e)分條的權利或其他原因而引起或附帶發生的，政府概不承擔任何責任；買方亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。

(c) 批地文件特別條款第(4)條訂明除非園景設計總圖已獲署長書面批准，且已就批地文件特別條款第(7)條有關樹木保育的建議給予同意(如有必要)，否則不得在黃色範圍及黃色間黑斜線範圍內展開建築工程(批地文件特別條款第(1)(b)分條提及的清拆及移除工程、地盤平整工程及土地勘測除外)。

(d) 批地文件特別條款第(9)(a)分條訂明：-

(i) 粉紅色加黑波紋線範圍內現已或將會建於該地段的任何一座或多座建築物，如只作非工業用途(不包括私人住宅、寫字樓、貨倉、酒店及加油站)應符合下列要求：-

(1) 該建築物的任何部分，連同該建築物上的任何增建物或配件(如有的話)，合計不得超過香港主要基準面以上15米的高度；及

(2) 該座或多座建築物不可超過兩層，並應位於地面水平以上興建。

(ii) 在粉紅色加黑波紋線範圍內現已或將會建於該地段的任何一座或多座建築物(本特別條款第(a)(vi)分條所述的建築物除外)部分用於非工業用途(不包括私人住宅、寫字樓、貨倉、酒店及加油站)：-

(1) 該建築物的任何部分，連同該建築物上的任何增建物或配件(如有的話)，合計不得超過香港主要基準面以上15米的高度；及

(2) 建築物的該部分或多個部分不可超過兩層，並應位於地面或地面以上。

(iii) 本特別條款第(a)(vi)分條所述的建築物以及本特別條款第(a)(vii)分條所述建築物或任何建築物的部分應符合下列要求：-

(1) 本特別條款第(a)(vi)分條所述建築物內地面水平上的每個單位，以及本特別條款第(a)(vii)分條沿着批地文件附夾的圖則上顯示和標記P1和P2點之間的邊界線的建築物的一個或多個部分，須有一個正面鄰接並可直接進出與P1和P2點之間邊界線附近的步行街相鄰P1和P2點的邊界綫，其設計由署長全權決定；

(2) 本特別條款第(a)(vi)分條所述建築物內地面水平上的每個單位，以及本特別條款第(a)(vii)分條沿着批地文件附夾的圖則上顯示和標記P2和P3點之間的邊界線的建築物的一個或多個部分，必須有一個與公眾通道範圍(釋義以批地文件特別條款第(13)(b)條所訂為準)相鄰並可直接進出的建築界綫，其設計由署長全權決定；及

(3) 本特別條款第(a)(vi)分條所述建築物內地面水平上的每個單位，以及本特別條款第(a)(vii)分條沿着批地文件附夾的圖則上顯示和標記P3和P4點之間的邊界線的建築物的一個或多個部分，須有一個正面鄰接並可與P3和P4點之間邊界線附近的黃色間黑斜線範圍相鄰P3和P4點的邊界線並可直接進出，其設計要求可由署長全權決定。

(iv) 粉紅色底色加上黑影線範圍內現已或將會建於該地段的任何一座或多座建築物，如只作非工業用途(不包括私人住宅、寫字樓、貨倉、酒店及加油站)：-

(1) 該建築物的任何部分，連同該建築物上的任何增建物或配件(如有的話)，合計不得超過香港主要基準面以上10米的高度；及

(2) 該座或多座建築物不可超過一層，並應位於地面或地面以上。

(v) 若粉紅色底色加上黑影線範圍內(定義按本特別條款第(a)(iii)(II)分條)現已或將會建於該地段的任何一座或多座建築物(本特別條款第(a)(ix)分條所述的建築物除外)部分用於非工業用途(不包括私人住宅、寫字樓、貨倉、酒店及加油站)：-

(1) 該建築物的任何部分，連同該建築物上的任何增建物或配件(如有的話)，合計不得超過香港主要基準面以上10米的高度；及

(2) 建築物的該部分或多個部分不可超過一層，並應位於地面或地面以上。

(vi) 除非獲署長書面批准，否則該地段任何已建或擬建的一座或一組建築物之面牆伸展長度不得達到或超過60米；

(vii) 在該地段上現已或將會建於該地段的任何一座或多座建築(本特別條款第(a)(vi)及(a)(ix)分條所述的建築物除外)應符合下列要求：-

(1) 該建築物的任何部分，連同該建築物上的任何增建物或配件(如有的話)，合計不得超過香港主要基準面以上35米的高度；

(2) 該座或多座建築物不可少過六層但不超過八層，並應位於地面或地面以上；

(3) 在該地段上該座或多座建築物的地盤上蓋總面積不能超過該地段面積的5%；及

(4) 該座或多座建築物應至少緊靠批地文件附夾的圖則顯示和標記的H點和G點之間相鄰黃色間黑斜線範圍的邊界線總長度的17%。

(viii) 在該地段上建築物(本特別條款第(a)(vi)、(a)(ix)及(a)(xiii)分條所述的建築物除外)的地盤上蓋總面積不能超過該地段面積的25%；及

(ix) 現已或將會建於該地段的任何一座或多座建築物的設計和布局必須提交署長書面批核，直至署長正式批核，該地段不可動工進行任何建造工程(批地文件特別條款第(1)(b)分條提及的清拆及移除工程、地盤平整工程及土地勘測除外)。

(e) 批地文件特別條款第(11)(g)分條訂名買方須對有蓋行人天橋，行人天橋連接細節，行人天橋通道，行人道，升降機及自動扶梯的建造、更改、管理、修理、維修所直接或間接產生的所有責任、申索、損失、損害賠償、支出、費用、成本、要求、法律行動及程序彌償政府及使其維持獲得彌償。

(f) 批地文件特別條款第(13)(a)條訂明除了提供公眾通道範圍(釋義以批地文件本特別條款第(b)分條所訂為準)及提供批地文件特別條款第(9)條(a)(viii)(IV)分條所指的遮陽篷及遮陽設備外，未經署長事先書面批准，不得於批地文件附夾的圖則顯示為粉紅色加黑圈範圍或該地段那些部分之內或其地面水平上豎立或興建任何建築物或構築物或任何建築物或構築物之支承物或伸展物。

(g) 批地文件特別條款第(14)條訂明未經署長事先書面批准，不得於批地文件附夾的圖則顯示為粉紅色間黑斜線範圍及粉紅色間黑斜線加黑點範圍之內或其地面水平上豎立或興建任何建築物或構築物或任何建築物或構築物之支承物或伸展物，除下列訂名外：-

(i) 邊界牆或圍欄或兩者，惟如果邊界牆或圍欄或兩者面向批地文件附錄的圖則上顯示及註明A和H點之間的任何步行街或行人徑，該等邊界牆或圍牆或兩者須在一切方面使署長滿意的情況下搭建或興建，以取得從毗鄰步行街或行人徑的一般平整水平以上1米起沿著水平面每1延長米不少於50%的視覺及實際的孔隙率；

(ii) 園景設備及附帶設施；及

(iii) 特別條款第(10)(a)(ii)分條訂明的行人天橋連接走道及其支撐和連接。

(h) 批地文件特別條款第(24)條訂明，買方不可以分劃(無論以轉讓方式或其他處置或以任何其他方式)該地段或其任何部份。

(i) (i) 批地文件特別條款第(25)(a)分條訂明，買方不可以通過汽車進出該地段，除了通過於批地文件附夾的圖則所示的X點及Y途徑Z點的位置，或其他由署長以書面形式所批准的位置。

(ii) 批地文件特別條款第(25)(b)分條訂明，在完成毗鄰該地段於批地文件附夾的圖則顯示及標示為「Proposed Road D3」的擬建道路建設之前，買方無權以車輛進入或離開該地段，除非在署長指定的地點之間。

(j) 批地文件特別條款第(30)(a)分條訂明儘管已遵守及履行本賣地條件，須令署長滿意，住宅車位及住宅電單車車位不得：-
  (i) 轉讓，除非：-
    (1) 連同賦予專有權使用及佔用已建或擬建於該地段各建築物一個或多個住宅單位的不可分割份數一併轉讓；或
    (2) 承讓人現時已擁有具專有權使用及佔用已建或擬建於該地段各建築物一個或多個住宅單位的不可分割份數；或
  (ii) 分租，除非租予現已或擬建於該地段的各建築物內住宅單位的住客。

  於任何情況下，已建或擬建於該地段各建築物內任何一個住宅單位的業主或住戶概不可承讓或承租多於三個住宅車位及住宅電單車車位。

(k) 根據批地文件一般條件第(11)條，當買方未能或忽略履行、遵守或符合批地文件，政府有權收回該地段或其任何部分以及在該地段或其任何部分的所有或任何建築物、搭建物及工程，並取回其管有權，且當該地段被收回時：
  (i) 買方在該地段被收回之部分的權利將絕對地停止或終止；
  (ii) 買方無權獲得任何地價退款、款項或賠償；及
  (iii) 政府之任何其他權利、補償及申索將不受影響。

備註：
1. 本節所載的「買方」指批地文件訂明的「買方」，如上下文意允許或規定則包括其遺產執行人、遺產管理人及受讓人；如屬公司則包括其繼承人及受讓人。
2. 請參閱批地文件以了解全部詳情。完整的批地文件文本可於售樓處營業時間作出要求後免費查閱，並可在支付所需影印費後取得批地文件之複印本。
3. 附夾於批地文件的圖則於「公共設施及公共休憩用地的資料」部份內複製。

* 按照地政總署九龍東區地政署於2022年11月4日發出的信函：-
  (a) 批地文件特別條款第(2)(a)(i)及(2)(g)(iv)條中提及的期限已延長至2023年9月30日；及
  (b) 批地文件特別條款第(5)、(10)(a)、(10)(b)、(10)(c)、(11)(a)、(11)(c)、(13)(b)、(26)(g)(i)及43(a)條中提及的期限已延長至2025年9月30日。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

A. Facilities that are required under the Land Grant to be constructed and provided for the Government, or for public use

1. The Yellow Area and the Yellow Hatched Black Area as referred to in Special Condition No. (2) of the Land Grant

(1) Provisions of the Land Grant (as varied or modified by two extension letters dated 9th November 2020 and 4th November 2022 respectively)

Special Condition No. (2) stipulates that:-

(a) (i) The Purchaser shall on or before the 30th day of September 2022* or such other date as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director lay, form, erect, construct, provide and landscape a promenade within the Yellow Area and Yellow Hatched Black Area in a good workmanlike manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in accordance with the Technical Schedules marked "**Technical Schedule for the Yellow Area and the Yellow Hatched Black Area**" and "**Technical Schedule for the Building Works**" annexed in the Conditions of Sale (hereinafter collectively referred to as "**the Technical Schedules**"), the plans approved under sub-clause (b) of this Special Condition and the approved Landscape Master Plan (as defined in Special Condition No. (4)(a) thereof). The Purchaser shall provide a public pedestrian access with a width of 4.5 metres within the Yellow Hatched Black Area as a dedicated pedestrian zone. For the avoidance of doubt, the Yellow Area does not include any seawall.

(ii) For the purpose of this Special Condition, the decision of the Director as to whether and when the works referred to in sub-clause (a)(i) of this Special Condition have been completed in accordance with sub-clause (a)(i) of this Special Condition shall be final and binding on the Purchaser.

(b) (i) The Purchaser shall at his own expense submit or cause to be submitted to the Director for his written approval the plans of the Yellow Area and the Yellow Hatched Black Area, which shall include details and information as to the level, position, alignment and design of the Yellow Area and the Yellow Hatched Black Area and such other details and information as the Director may require.

(ii) No amendment, variation, alteration, modification or substitution to the approved plans of the Yellow Area and the Yellow Hatched Black Area shall be made by the Purchaser except with the prior written approval of the Director.

(iii) Any amendment, variation, alteration, modification or substitution by the Purchaser as approved by the Director under sub-clause (b)(ii) of the Special Condition shall be deemed to be incorporated into the approved plans of the Yellow Area and the Yellow Hatched Black Area and form part thereof.

(iv) No building works (other than the demolition and removal works referred to in Special Condition No. (1)(b) hereof, site formation works and ground investigation) shall be commenced on or within the Yellow Area and the Yellow Hatched Black Area unless and until the plans referred to in sub-clause (b)(i) of this Special Condition shall have been approved by the Director. For the purpose of these Conditions, "building works", "site formation works" and "ground investigation" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.

(c) (i) The Purchaser shall not alter, demolish or damage the existing seawall adjoining the Yellow Area or carry out any works which may alter, damage or adversely affect the seawall or any part or parts thereof and the decision of the Director as to whether any works will alter, damage or adversely affect the seawall shall be final and binding on the Purchaser.

(ii) The maximum superimposed load within 10 metres from and behind the copeline of the seawall shall not exceed 10 kilonewtons per square metre.

(iii) No form of percussive piling shall be used within 15 metres from the copeline of the seawall.

(d) The Purchaser shall, upon completion of the works referred to in sub-clause (a)(i) of this Special Condition, at his own expense and in all respects to the satisfaction of the Director, uphold, manage, repair and maintain the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof and everything forming a portion of or pertaining to any of them in good and substantial repair and condition until such time as possession of the whole of the Yellow Area and the Yellow Hatched Black Area has been re-delivered to the Government in accordance with sub-clause (g)(iv) of this Special Condition.

(e) In the event of non-fulfilment of the Purchaser's obligations under Special Condition No. (1)(b) hereof and sub-clauses (a)(i) or (d) 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 binding on the Purchaser.

(f) The Government shall have no responsibility or 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 fulfilment of the Purchaser's obligations under Special Condition No. (1)(b) hereof and sub-clauses (a)(i) or (d) of this Special Condition or the exercise of the rights by the Government under sub-clause (e) 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.

(g) (i) For the purpose only of carrying out the demolition and removal works referred to in Special Condition No. (1)(b) hereof and the works specified in sub-clauses (a)(i) and (d) of the Special Condition, the Purchaser shall be granted possession of the Yellow Area and the Yellow Hatched Black Area on a date to be specified in a letter from the Director to the Purchaser, such date to be not later than the 31st day of March 2020*.

(ii) The Government shall have no responsibility or liability in respect of any damage or loss whatsoever caused to or suffered by the Purchaser arising out of the deferred possession of the Yellow Area and the Yellow Hatched Black Area and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such damage or loss.

(iii) The Purchaser shall accept the Yellow Area and the Yellow Hatched Black Area in such state and condition and with such trees, structures and foundations as existing on the date on which possession of the Yellow Area and the Yellow Hatched Black Area is given to the Purchaser, and hereby agrees no not make any claims whatsoever against the Government in respect thereof.

(iv) The Yellow Area and the Yellow Hatched Black Area or any part or parts thereof as the Director shall at his sole discretion specify or require shall be re-delivered by the Purchaser to the Government on demand on or before the 30th day of September 2022* or such other date as may be approved by the Director and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

(h) The Purchaser shall not without the prior written consent of the Director use the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof for the purpose of storage or parking of vehicles or for the erection of any temporary structure or for any purposes other than the carrying out of the demolition and removal works referred to in Special Condition No. (1)(b) hereof and the works specified in sub-clauses (a)(i) and (d) of the Special Condition.

(i) (i) The Purchaser shall at all reasonable times while he is in possession of the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof:

I. permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot, the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (1)(b) hereof, sub-clauses (a)(i) and (d) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (e) of this Special Condition and any other works which the Director may consider necessary in the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof;

II. permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot, the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof as the Government, the Director or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Purchaser shall co-operate fully with the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof; and

III. permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot, the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof.

(ii) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (i)(i) of this Special Condition shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (i)(i) of this Special Condition.

(j) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) on the Yellow Area and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto and all health problems of any trees, shrubs or other plants within the Yellow Area and the Yellow Hatched Black Area including defects, disorders and such other factors or causes which may affect the health of such trees, shrubs or other plants (which health problems are hereinafter referred to as "**Trees' Health Problems**"):

(i) which may exist at the date(s) of re-delivery of possession by the Purchaser of the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof; and

(ii) which shall occur or become apparent within a period of 12 calendar months after the date(s) of re-delivery of possession by the Purchaser of the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof (herein referred to as "**the Defects Liability and Plant Establishment Period**").

(k) Whenever required by the Director, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director, carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works on the Yellow Area and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto which shall occur or become apparent within the Defects Liability and Plant Establishment Period. In addition to the foregoing, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director, make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works on the Yellow Area and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto which may exist at the date(s) of re-delivery of possession by the Purchaser of the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof.

(l) In the event that due to any Trees' Health Problems which may exist at the date(s) of re-delivery of possession by the Purchaser of the Yellow Area and the Yellow Hatched Black Area or any part or parts thereof, any trees, shrubs or other plants within the Yellow Area and the Yellow Hatched Black Area have not grown or developed within the Defects Liability and Plant Establishment Period to a state and condition to the satisfaction of the Director, the Purchaser shall, if so required by the Director, at his own expense and within such time and to such standard and in such manner as may be specified by the Director, carry out replanting, landscaping works, tree maintenance measures or any other measures in all respects to the satisfaction of the Director.

(m) The Director will, shortly before the expiry of the Defects Liability and Plant Establishment Period, cause an inspection to be carried out in respect of the Yellow Area and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto for the purpose of identifying any defects, wants of repair, imperfections, breakdowns, faults or any other outstanding works and any Trees' Health Problems which may be evident. The Director reserves the right to serve upon the Purchaser within 14 days after the expiry of the Defects Liability and Plant Establishment Period, a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works and any Trees' Health Problems which may be evident within the Yellow Area and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto and the Purchaser shall at his own expense cause all necessary works and measures to be carried out (including replanting, landscaping works, tree maintenance measures and any other measures specified in sub-clause (1) of this Special Condition) so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director.

(n) If the Purchaser shall fail to carry out any of the works referred to in sub-clauses (k), (l) and (m) of this Special Condition, then any such works may be carried out by the Government and all costs and charges incurred in connection therewith by the Government as certified by the Director (whose decision shall be final and binding on the Purchaser) shall on demand be paid by the Purchaser.

(o) For the purpose of this Special Condition only, the expression "Purchaser" shall exclude his assigns.

(2) Provisions of the Deed of Mutual Covenant:

…

Clause 65 of the Third Schedule stipulates that:

Without prejudice to the generality of Special Condition No.(2)(d) of the Conditions, the Owners shall at their own expense keep and maintain the landscaping works provided within the Yellow Area and the Yellow Hatched Black Area (both defined in Special Condition No.(1)(b) of the Conditions) in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director of Lands in accordance with Special Condition No.(4)(e) of the Conditions until such time as possession of the whole of the Yellow Area and the Yellow Hatched Black Area has been re-delivered to the Government in accordance with Special Condition No. (2)(g)(iv) of the Conditions.

(3) The general public has the right to use those facilities or open space (if any) mentioned above in accordance with the Land Grant.

2. The Pink Hatched Black Area and the Pink Hatched Black Stippled Black Area as referred to in Special Condition No. 10(a) of the Land Grant

(1) Provisions of the Land Grant

Special Condition No. (10)(a) stipulates that the Purchaser shall on or before the 30th day of September 2024* or such other date as may be approved by the Director at his own expense and in all respects to the satisfaction of the Director construct and provide:

(i) one single storey covered footbridge link at 13 metres above the Hong Kong Principal Datum or such other level as may be approved or required by the Director above the Pink Hatched Black Area and the Pink Hatched Stippled Black Area or any part of any of them (hereinafter referred to as "**the Footbridge Link**") so as to link up the Covered Footbridge (as defined in Special Condition No. 11(a) hereof) with the Pedestrian Walkway (as defined in sub-clause (b) of this Special Condition). The Footbridge Link shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required or approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his sole discretion shall require or approve and shall have a total width of 5 metres, a minimum clear internal width of 3 metres, a minimum clear internal headroom of 2.6 metres. No permanent column or other supporting structure shall be constructed on any Government land; and

(ii) in the building or buildings to be erected on the lot supports and connections to such specifications and at such points and at such levels as shall be required or approved by the Director for the Footbridge Link so that the construction of the Footbridge Link can be carried out and that pedestrian access can be gained over the Footbridge Link to and form the Covered Footbridge (as defined in Special Condition No. (11)(a) hereof) and the Pedestrian Walkway (as defined in sub-clause (b) of this Special Condition).

(2) Provisions of the Deed of Mutual Covenant

Recital stipulates that :-

…

"**Footbridge Link**"

means the one single storey covered footbridge link constructed or to be constructed in accordance with Special Condition No.(10)(a)(i) of the Conditions;

…

Clause 57 of the Third Schedule stipulates that :-

The Owners of the Commercial Accommodation shall at all times throughout the term granted by the Conditions,

(a) keep the Pedestrian Walkway, the Footbridge Link, the Lift and Escalators and the Public Passage Area open for the use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption; and

(b) at his own expense uphold, maintain and repair the Pedestrian Walkway, the Footbridge Link and the Lift and Escalators in good and substantial repair and condition.

(3) The general public has the right to use those facilities or open space (if any) mentioned above in accordance with the Land Grant.

3. The Pink Rippled Black Area as referred to in Special Condition Nos. 10(b) and (c) of the Land Grant

(1) Provisions of the Land Grant

(i) Special Condition No. (10)(b) stipulates that the Purchaser shall on or before the 30th day of September 2024* or such other date as may be approved by the Director at his own expense and in all respects to the satisfaction of the Director, provide within the Pink Rippled Black Area a pedestrian walkway with a minimum clear internal width of 3 metres, at such positions, in such manner and to such standards, levels, alignments and designs as the Director shall require or approve so as to link up the Footbridge Link via the Lift and Escalators (as defined in sub-clause (c) of this Special Condition), the ground level of the Lot and the Pedestrian Street adjacent to the boundary line between the points P1 and P2 ("**the Pedestrian Street**") in the shortest possible route (hereinafter referred to as "**the Pedestrian Walkway**"). For the purpose of this sub-clause (b), the decision of the Director as to what constitutes the ground level of the lot shall be final and binding on the Purchaser.

(ii) Special Condition No. (10)(c) stipulates that the Purchaser shall on or before the 30th day of September 2024* or such other date as may be approved by the Director at his own expense and in all respects to the satisfaction of the Director provide a lift and escalators (in up and down directions) in the location shown and marked "**LIFT AND ESCALATORS**" on the plan annexed to the Conditions of Sale (which location is indicative only and may be varied subject to the prior written approval of the Director) within a building erected or to be erected on the Pink Rippled Black Area, such building being a building referred to in Special Condition No. (9)(a)(vi) hereof or such part of building referred to in Special Condition No. (9)(a)(vii) hereof, so as to link up the Footbridge Link, the Pedestrian Walkway and the Pedestrian Street ("**the Lift and Escalators**").

(iii) Special Condition No. (10)(d) stipulates that the Purchaser shall throughout the term hereby agreed to be granted keep the Pedestrian Walkway, the Footbridge Link and the Lift and Escalators open for the use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption.

(iv) Special Condition No. (10)(e)(i) stipulates in the event of any redevelopment of the lot or any

part thereof whereby the Pedestrian Walkway, the Footbridge Link, the Lift and Escalators or any part or parts thereof are required to be removed or demolished, the Purchaser shall if required by the Director, within such time limit as shall be laid down 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 pedestrian walkway, new footbridge link and new lift and escalators or a part or parts thereof with such designs, materials, specifications and standards and at such widths, levels, heights and positions as the Director may in his sole discretion approve or require.

(v) Special Condition No. (10)(e)(ii) stipulates that in the event that any new pedestrian walkway, new footbridge link and new lift and escalators are required to be constructed under sub-clause (e)(i) of this Special Condition, all references to "**the Pedestrian Walkway**", "**the Footbridge Link**" and "**the Lift and Escalators**" in this Special Condition, Special Conditions Nos. (11), (12), (14)(a)(iii), (21)(a)(i) and 41(e)(vii) hereof shall be deemed to refer to the said new pedestrian walkway, new footbridge link and new lift and escalators.

(2) Provisions of the Deed of Mutual Covenant

Recital stipulates that :-

…

"Lift and Escalators"

means the lift and escalators (in up and down directions) provided or to be provided in accordance with Special Condition No.(10)(c) of the Conditions;

…

"Pedestrian Walkway"

means the pedestrian walkway provided or to be provided in accordance with Special Condition No.(10)(b) of the Conditions;

…

Clause 57 of the Third Schedule stipulates that :-

The Owners of the Commercial Accommodation shall at all times throughout the term granted by the Conditions,

(a) keep the Pedestrian Walkway, the Footbridge Link, the Lift and Escalators and the Public Passage Area open for the use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption; and

(b) at his own expense uphold, maintain and repair the Pedestrian Walkway, the Footbridge Link and the Lift and Escalators in good and substantial repair and condition.

(3) The general public has the right to use those facilities or open space (if any) mentioned above in accordance with the Land Grant.

4. Covered Footbridge as referred to in Special Condition No. 11 of the Land Grant

(1) Provisions of the Land Grant

Special Condition No. (11) of the Land Grant stipulates:-

(a) The Purchaser shall on or before the 30th day of September 2024* or such other date as may be approved by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director construct and provide one single storey covered footbridge together with such supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the covered footbridge) as shall be required or approved by the Director, at 13 metres above the Hong Kong Principal Datum or such other level as may be approved or required by the Director in the approximate position shown and marked "**PROP. FB**" on the plan annexed hereto (hereinafter referred to as "**the Covered Footbridge**"), so as to link up the Footbridge Link and the elevated landscaped deck to be constructed by the Government above the proposed road shown and marked "Proposed Road D3" on the plan annexed hereto (hereinafter referred to as "**the Elevated Landscaped Deck**"). The Covered Footbridge shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required or approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his sole discretion shall require or approve and shall have a total width of 5 metres, a minimum clear internal width of 3 metres, a minimum clear internal headroom of 2.6 metres and a minimum clearance of 5.1 metres measured from the lowest point of the underside of the Covered Footbridge to the surface of the public road thereunder. No permanent column or other supporting structure shall be constructed on any Government land.

(b) For the purpose only of carrying out the works specified in sub-clauses (a) and (c) of this Special Condition, the Purchaser shall be granted possession of such Government land on a date to be specified in a letter from the Director to the Purchaser, such date to be not later than the 31st day of March 2020* and subject to such terms and conditions as may be imposed by the Director. The Purchaser shall have obtained the written agreement of the Commissioner for Transport on the temporary traffic arrangement before carrying out any road closure for the construction of the Covered Footbridge. The Purchaser shall at all reasonable times while he is in possession of such Government land allow free access thereto and therefrom for all Government and pedestrian traffic and maintain smooth traffic flow in all respects to the satisfaction of the Commissioner for Transport.

(c) The Purchaser shall on or before 30th day of September 2024* or such other date as may be approved by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director (i) connect the Footbridge Link with the Covered Footbridge; and (ii) connect the Covered Footbridge with the Elevated Landscaped Deck. Such connection works shall include the removal of claddings and parapets at the receiving point provided by the Government at the Elevated Landscaped Deck, making good and reinstating to the satisfaction of the Director the said receiving point upon completion of the connection works. The connection details between the Covered Footbridge and the Elevated Landscaped Deck including but not limited to bearings and movement joint, the loading arrangement and support details of the Covered Footbridge onto the Elevated Landscaped Deck, joint or stitching or both and bearing arrangement of the Covered Footbridge (hereinafter collectively referred to as "**the Footbridge Connection Details**") shall be designed and constructed by the Purchaser at his own expense with the prior approval of the Director and in all respects to the satisfaction of the Director.

(e) In the event of the non-fulfilment of the Purchaser's obligations under sub-clauses (a), (b), (c) and (e) of Special Condition No. (10) hereof and sub-clauses (a), (c), (h) and (i) of this Special Condition, the Government may carry out the necessary construction or 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. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the exercise by it or

them of the right of entry conferred under this sub-clause (e), and no claim whatsoever shall be made against it or them by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(f) (i) The Covered Footbridge shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(ii) The Purchaser shall not use or permit or suffer to be used any part of the Covered Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

(iii) The Purchaser shall not do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(iv) The Purchaser shall at all times during the day and night throughout the period during which the Covered Footbridge is in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge.

(g) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Purchaser in relation to the construction, alteration, management, repair and maintenance of the Covered Footbridge, the Footbridge Connection Details, the Footbridge Link, the Pedestrian Walkway and the Lift and Escalators.

(h) Throughout the term hereby agreed to be granted, the Purchaser shall at his own expense manage and maintain the Covered Footbridge and the Footbridge Connection Details in good and substantial repair and condition in all respects to the satisfaction of the Director.

(2) Provisions of the Deed of Mutual Covenant:

Recital stipulates that:

…

"**Covered Footbridge**"

means the one single storey covered footbridge together with such supports and connections constructed or to be constructed in accordance with Special Condition No. (11) of the Conditions;

"**Elevated Landscaped Deck**"

means the the elevated landscaped deck to be constructed by the Government as referred to in Special Condition No. (11)(a) of the Conditions;

"**Footbridge Connection Details**"

means the connection details between the Covered Footbridge and the Elevated Landscaped Deck constructed or to be constructed in accordance with Special Condition No. (11)(c) of the Conditions;

…

Clause 57 of the Third Schedule stipulates that:

…

(b) at all times during the day and night throughout the period during which the Covered Footbridge is in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge;

(c) at his own expense uphold, manage, maintain and repair the Pedestrian Walkway, the Footbridge Link, the Lift and Escalators, the Covered Footbridge, the Footbridge Connection Details and the Public Passage Area in good and substantial repair and condition;

(d) not use the Covered Footbridge for any purpose other than for the passage of all members of the public on foot or by wheelchair;

(e) not use or permit or suffer to be used any part of the Covered Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director of Lands; and

(f) not do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage or to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(3) The general public has the right to use those facilities or open space (if any) mentioned above in accordance with the Land Grant.

5. The Pink Circled Black Area as referred to in Special Condition No. 13 of the Land Grant

(1) Provisions of the Land Grant

Special Condition No. (13) of the Land Grant stipulates:-

(b) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director on or before the 30th day of September 2024* lay, form, construct and provide at the ground level of the Pink Circled Black Area a passage (hereinafter referred to as "**the Public Passage Area**") in such manner, at such positions and to such standards, levels, alignments and design as the Director shall or require or approve.

(c) The Purchaser shall throughout the term hereby agreed to be granted keep the Public Passage Area open for use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption.

(2) Provisions of the Deed of Mutual Covenant

Recital stipulates that :-

…

"**Pink Circled Black Area**"

means the "Pink Circled Black Area" as defined and referred to in Special Condition No.(9)(a)(viii)(IV) of the Conditions;

…

"**Public Passage Area**"

means the passage laid, formed, constructed and provided or to be laid, formed, constructed and provided at the ground level of the Pink Circled Black Area in accordance with Special Condition No.(13)(b) of the Conditions;

…

Clause 57 of the Third Schedule stipulates that :-

The Owners of the Commercial Accommodation shall at all times throughout the term granted by the Conditions,

(a) keep the Pedestrian Walkway, the Footbridge Link, the Lift and Escalators and the Public Passage Area open for the use by the public 24 hours a day on foot or by wheelchair for all

lawful purposes free of charge without any interruption; and

(b) at his own expense uphold, maintain and repair the Pedestrian Walkway, the Footbridge Link and the Lift and Escalators in good and substantial repair and condition.

(3) The general public has the right to use those facilities or open space (if any) mentioned above in accordance with the Land Grant.

B. Facilities that are required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development

1. Please refer to paragraphs A1 to A5 above.
2. The facilities or open spaces (if any) mentioned in paragraphs A1 to A5 above are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Development, and those owners are required to meet a proportion of the expense of the managing, operating or maintaining those facilities or opens spaces (if any) through the management expenses apportioned to the residential properties concerned.

C. Size of any open space that is required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development

Not Applicable.

D. Any part of the land (on which the Development is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. Leg. F)

Not Applicable.

Notes:

1. The term “Director” in the Land Grant means “the Director of Lands”, unless otherwise specified.
2. The term “Conditions” in the Deed of Mutual Covenant means conditions stipulated in the Land Grant, unless otherwise specified.

* Pursuant to the letter from District Lands Office/Kowloon East of the Lands Department dated 4th November 2022:-

(a) the date for compliance of Special Condition Nos. (2)(a)(i) and (2)(g)(iv) of the Land Grant has been extended to 30th September 2023; and

(b) the date for compliance of Special Conditions Nos. (5), (10)(a), (10)(b), (10)(c), (11)(a), (11)(c), (13)(b), (26)(g)(i) and (43)(a) has been extended to 30th September 2025.

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

A. 根據批地文件規定須要搭建並為政府，或供公眾使用的設施

1. 批地文件特別條款第(2)條所指之「黃色範圍」及「黃色間黑斜線範圍」

(1) 批地文件的條款(經日期分別為2020年11月9日及2022年11月4日的2封延期信函修訂)批地文件特別條款第(2)條規定：

(a) (i) 買方須於2022年9月30日*或經署長批准的其他日期或之前，自費以良好的工藝，並按署長批准的物料、標準、水平、定線及設計及按照批地文件附錄且標題為"**Technical Schedule for the Yellow Area and the Yellow Hatched Black Area**"及"**Technical Schedule for Building Works**"(下文簡稱「**工程規格附表**」)、本特別條款第(b)分條批准的圖則及已批准的園藝總圖則(定義按批地文件特別條款第(4)(a)條)在黃色範圍及黃色間黑斜線範圍內鋪設、塑造、豎立、建造、提供及美化一條海濱長廊，並在一切方面使署長滿意。買方須於黃色間黑斜線範圍內提供一條4.5米闊的公共行人通道撥供作為專用行人區。為免存疑，黃色範圍並不包括任何海堤。

(ii) 就本特別條款而言，署長就本特別條款第(a)(i)分條提及的工程是否及何時按照本特別條款第(a)(i)分條完成是最終決定並對買方具有約束力。

(b) (i) 買方須自費向署長呈交或安排呈交黃色範圍及黃色間黑斜線範圍的圖則以供其書面批准，圖則須包括黃色範圍及黃色間黑斜線範圍的水平、位置、定線和設計的細節及資料，及署長要求的其他細節及資料。

(ii) 除非獲得署長事先書面批准，買方不得修訂、修改、改動、更改或替代已批准的黃色範圍及黃色間黑斜線範圍圖則。

(iii) 署長根據本特別條款第(b)(ii)分條批准的任何修訂、修改、改動、更改或替代，將被視作納入已批准的黃色範圍及黃色間黑斜線範圍圖則及構成其中一部分。

(iv) 本特別條款第(b)(i)分條提及的圖則獲署長批准前，不得在黃色範圍及黃色間黑斜線範圍上或其內展開任何建築工程(本批地文件特別條款第(1)(b)條提及的拆卸及移除工程、地盤平整工程及土地勘測除外)。就該等條款而言，「建築工程」、「地盤平整工程」及「土地勘測」須按《建築物條例》、其任何附屬規例及任何修訂法例定義。

(c) (i) 買方不得改動、拆卸或損壞現存並毗連黃色範圍的海堤，或進行可能改動、損壞或不良地影響海堤或其任何部分的任何工程，而署長就何謂改動、損壞或不良地影響海堤的工程的決定是最終決定及對買方具有約束力。

(ii) 海堤的蓋頂線起計及後方的10米範圍內，最大負荷不得超逾每平方米10千牛頓。

(iii) 海堤的蓋頂線起計的15米範圍內不得使用任何形式的撞擊式打樁。

(d) 當本特別條款第(a)(i)分條提及的工程完工後，而買方於擁有黃色範圍及黃色間黑斜線範圍或其任何部分的管有權期間，買方須自費保持、管理、維修及保養黃色範圍及黃色間黑斜線範圍或其任何部分及其各個組成或相關部分，使其處於良好及修繕妥當的狀態，以在一切方面使署長滿意，直至整個黃色範圍及黃色間黑斜線範圍的管有權已經按照本特別條款第(g)(iv)分條交還政府。

(e) 倘若買方未能履行本批地文件特別條款第(1)(b)分條及本特別條款第(a)(i)或第(d)分條下的責任，政府可進行所需之工程，惟費用一概由買方負責，而買方須應要求向政府支付相等於該費用的金額，付款金額由署長決定，其決定是最終決定及對買方具約束力。

(f) 政府毋須就任何對買方或任何其他人士所造成或使買方或任何其他人士蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因買方履行本批地文件特別條款第(1)(b)條及本特別條款第(a)(i)或第(d)分條的責任或政府行使本特別條款第(e)分條的權利或其他原因而引起或附帶引起的，買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償。

(g) (i) 僅為了進行本批地文件特別條款第(1)(b)條提及的拆卸及移除工程及本特別條款第(a)(i)及第(d)分條指明的工程，買方將於署長向其發出的信件中所指明的日期被賦予黃色範圍及黃色間黑斜線範圍的管有權，而該日期不得遲於2020年3月31日*。

(ii) 政府毋須就任何對買方或任何其他人士所造成或使買方或任何其他人士蒙受的損失或損害承擔任何責任或法律責任，不論該等損失或損害是否因延後黃色範圍及黃色間黑斜線範圍的管有權或其他原因而引起或附帶引起的，買方亦不得就任何該等損失或損害向政府提出任何索償。

(iii) 買方須接受於黃色範圍及黃色間黑斜線範圍的管有權授予買方的當日，黃色範圍及黃色間黑斜線範圍現存的狀態和情況及存在的樹木、構築物及地基，並僅此同意不會就上述事宜向政府提出任何索償。

(iv) 黃色範圍及黃色間黑斜線範圍或其任何按署長以其完全酌情權指明或要求的部分須由買方應要求於2022年9月30日*或經署長批准的其他日期或之前交還政府，而於任何情況下，買方將於署長發出信函表示買方已經遵守該等條款並使署長滿意的日期將被視為已將黃色範圍及黃色間黑斜線範圍及其任何部分交還政府。

(h) 未經署長事先書面同意，買方不得將黃色範圍及黃色間黑斜線範圍或其任何部分用作存放或停泊車輛或豎立任何臨時構築物，或用作進行本批地文件特別條款第(1)(b)條提及的拆卸及移除工程及本特別條款第(a)(i)及第(d)分條指明的工程以外的任何其他用途。

(i) (i) 買方管有黃色範圍和黃色間黑斜線範圍或其任何部分期間，須於所有合理時間：

I. 准許政府、署長及其人員、承辦商及代理人和署長授權的任何人士有權進出、返回及通過該地段、黃色範圍及黃色間黑斜線範圍或其任何部分，以便視察、檢查及監督遵照本特別條款第(1)(b)條，本特別條款第(a)(i)及(d)分條規定進行任何尚未完成的工程，並且進行、視察、檢查及監督按本特別條款第(e)分條進行的工程以及黃色範圍、黃色間黑斜線範圍或其任何部分內署長認為必要的其他工程；

II. 准許政府、署長及其人員、承辦商及代理人和署長授權的任何人士及政府授權的相關公用事業公司有權按需要進出、返回及通過該地段、黃色範圍及黃色間黑斜線範圍或其任何部分，以於黃色範圍及黃色間黑斜線範圍或其任何部分之內、之上或之下或任何毗連土地進行任何工程，包括但不限於鋪設及其後保養所有必要管道、電線、導管、電纜導管及其他導體和輔助設備，藉此提供擬供該地段或任何毗連或毗鄰土地或樓宇使用的電話、電力、氣體（如有）及其他服務。買家須與政府、署長及其人員、承辦商及代理人和署長授權的任何人士及政府妥為授權的相關公用事業公司全面合作，以處理關乎上述擬於黃色範圍及黃色間黑斜線範圍或其任何部分內進行的工程之所有事宜；及

III. 准許水務監督人員及其授權之其他人士有權按需要進出、返回及通過該地段及黃色範圍及黃色間黑斜線範圍或其任何部分，以進行任何關於運作、保養、維修、更換及變更黃色範圍及黃色間黑斜線範圍或其任何部分內任何其他水務裝置的工程。

(ii) 政府、署長及其人員、承辦商及代理人和其他獲本特別條款(i)(i)分條獲妥為授權的人士或公用事業公司，毋須為政府、署長及其人員、承辦商及代理人和其他獲本特別條款(i)(i)分條獲妥為授權的人士或公用事業公司因行使其權利而引起或附帶引起而令買方或任何其他人士造成或蒙受的任何損失、損害、滋擾或干擾承擔任何責任。

(j) 倘若黃色範圍及黃色間黑斜線範圍及構成黃色範圍及黃色間黑斜線範圍及其各個組成或相關部分有任何欠妥之處、失修、瑕疵、失靈、故障或任何其他尚未完成的工程(不論是否關乎工藝、物料、設計或其他原因)，及黃色範圍及黃色間黑斜線範圍內任何樹木、灌木或其他植物的所有樹木健康問題，包括欠妥之處、失調及其他可能影響該等樹木、灌木或其他植物健康的原因或因素(該等健康問題在下文簡稱「**樹木健康問題**」)，買方須向政府作出彌償及使獲得彌償，而於：

(i) 買方交還黃色範圍及黃色間黑斜線範圍或其任何部分的管有權予政府當日存在；及

(ii) 買方交還黃色範圍及黃色間黑斜線範圍或其任何部分的管有權予政府當日後12個曆月內(下文簡稱「**保養責任及植物扎根期**」)出現或明顯可見。

(k) 如署長要求，買方須自費及在署長規定的時限內按其規定的標準及形式，進行所有保養、維修、修訂、重建與補救工程及任何其他必要的工程，以補救及糾正黃色範圍及黃色間黑斜線範圍及其各個組成或相關部分於保養責任及植物扎根期內出現或明顯可見的任何欠妥之處、失修、瑕疵、失靈、故障或任何其他尚未完成的工程。除前述的規定外，買方亦須自費在署長規定的時限內按其規定的標準及形式，修復及糾正黃色範圍及黃色間黑斜線範圍及其各個組成或相關部分在買方交還黃色範圍及黃色間黑斜線範圍或其任何部分的管有權當日可能存在的任何欠妥之處、失修、瑕疵、故障、失靈或任何其他尚未完成的工程。

(l) 倘若因買方在交還黃色範圍及黃色間黑斜線範圍或其任何部分的管有權予政府當日可能存在的任何樹木健康問題，以致黃色範圍及黃色間黑斜線範圍內的任何樹木、灌木或其他植物，未能在保養責任及植物扎根期內生長或發育至署長滿意的程度及狀況，則在署長要求

時，買方須自費在署長規定的時限內按其規定的標準及形式，進行補種、園景美化工程、樹木保養措施或任何其他措施以在一切方面使署長滿意。

(m) 署長在保養責任及植物扎根期即將屆滿前，將會安排檢查黃色範圍及黃色間黑斜線範圍及其各個組成或相關部分，以識別任何明顯的欠妥之處、失修、瑕疵、故障、失靈或任何其他尚未完成的工程及任何樹木健康問題。署長保留權利在保養責任及植物扎根期屆滿後14天內向買方送達一份或多份欠妥之處列表，列明在黃色範圍及黃色間黑斜線範圍及其各個組成或相關部分內任何明顯的欠妥之處、失修、瑕疵、故障、失靈或任何其他尚未完成的工程，以及任何樹木健康問題。買方須自費安排在署長規定的時限內按其規定的標準及形式，進行及採取所有必要的工程和措施(包括本特別條款第(l)分條指明的補種、園景美化工程、樹木維護保養措施及任何其他措施)加以補救和糾正。

(n) 倘若買方未有進行任何本特別條款第(k)、(l)及(m)分條提及的工程，則政府可以進行任何該等工程，而買方須應要求向政府支付所有經署長證明，因政府進行該等工程而產生的支出及費用(署長就此作出的決定是最終決定並對買方具有約束力)。

(o) 就本特別條款而言，「買方」一詞不包括其受讓人。

(2) 公契的條款附表3第65條規定：-
在不影響批地文件特別條款第2(d)分條的一般適用範圍下，買方須根據批地文件特別條款第4(e)條，自費保養和維護於黃色及黃色間黑斜線的範圍(定義按批地文件特別條款第第1(b)分條)內之園景工程，以維持其安全、清潔、整齊、整潔及健康狀態，全面達致署長滿意，直至該黃色及黃色間黑斜線的範圍已根據特別條款第2條(g)(iv)款交還政府管有。

(3) 公眾有權按照批地文件使用上述之設施或休憩用地(如有)。

2. 批地文件特別條款第(10)(a)分條所指之「粉紅色間黑斜線範圍」及「粉紅色間黑斜線加黑點範圍」

(1) 批地文件的條款
批地文件特別條款第(10)條規定買方須於2024年9月30日*或署長批准的其他日期或之前自費並以在一切方面使署長滿意的程度：

(i) 於粉紅色間黑斜線範圍及粉紅色間黑斜線加黑點範圍或其中任何部分的香港主水平基準以上13米或署長批准或要求的其他水平建造及提供一條一層高的有蓋行人天橋連接通道(以下簡稱「**行人天橋通道**」)，以連接有蓋行人天橋(定義見批地文件特別條款第(11)(a)條)及行人道(定義見本特別條款第(b)款)。行人天橋通道須以署長要求或批准的物料及標準、水平、定線、佈局及設計建造，包括但不限於提供及建造署長全權酌情要求批准的承托物、斜路、相關的樓梯及平台、自動扶手電梯、升降機及內外配件及固定裝置與照明裝置。行人天橋通道的闊度須為5米、內框淨闊度最少3米及內框淨空高度最少2.6米，並不得在任何政府土地建造任何永久性支柱或其他承托構築物；及

(ii) 於粉紅色間黑斜線範圍及粉紅色間黑斜線加黑點範圍或擬建於該地段上的一幢或多幢建築物內按署長要求或批准的規格、連接點及水平建造及提供行人天橋通道的承托物及連接段，以在其上建造行人天橋通道，而行人得以通過行人天橋通道往返有蓋行人天橋通道(定義見批地文件特別條款第(11)(a)條)和行人道(定義見本特別條款第(b)款)。

(2) 公契的條款
敘文規定：
…
「**行人天橋通道**」
指按照批地條件特別條款第(10)(a)(i)分條現已或將會建造的一層高的有蓋行人天橋連接通道；
…
附表3 第57條規定：-
商用樓宇的業主須於批地文件批出年期的任何期間內，

(a) 保持行人道、行人天橋通道、升降機及自動扶手電梯全日24小時開放，以供公眾為所有合法目的免費和暢通無阻地步行或乘坐輪椅使用；及

(b) 須自費管理及保養行人道、行人天橋通道、升降機及自動扶手電梯，使其處於良好及修繕妥當的狀態，在一切方面使地政總署署長滿意。

(3) 公眾有權按照批地文件使用上述之設施或休憩用地(如有)。

3. 批地文件特別條款第(10)(b)分條及第(10)(c)分條所指之「粉紅色加黑波紋線範圍」

(1) 批地文件的條款

(i) 批地文件特別條款第(10)(b)分條規定買方須於2024年9月30日*或署長批准的其他日期或之前自費並以在一切方面使署長滿意的程度於粉紅色加黑色波紋範圍內提供一條行人道，該行人道的內框淨闊度須為最少3米，並須以署長要求或批准的位置、方式及標準、水平、定線及設計建造，以最短的路線提供以連接行人天橋通道及升降機及自動扶梯(定義見本特別條款第(c)款)與該地段地面水平及毗連連著P1及P2的邊界綫的步行街(以下簡稱「**步行街**」)的行人道(以下簡稱「**行人道**」)。就本第(b)款而言，署長就何謂該地段的地面水平所作之決定為最終決定並對買家有約束力。

(ii) 批地文件特別條款第(10)(c)分條規定買方須於2024年9月30日*或署長批准的其他日期或之前自費並以在一切方面使署長滿意的程度於粉紅色加黑波紋線範圍上已建或擬建的一幢建築物(該建築物乃批地文件特別條款第(9)(a)(vi)條提述的一幢建築物或批地文件特別條款第(9)(a)(vii)條提述的該等建築物部分)內，在批地文件附夾的圖則上顯示及標記為「LIFT AND ESCALATORS」內(其位置僅供參考，在獲得署長事先書面批准的情況下才及可能被更改)提供一部升降機及上落方向的自動扶手電梯(以下簡稱「**升降機及自動扶手電梯**」)，以連接行人天橋通道、行人道及步行街。

(iii) 批地文件特別條款第(10)(d)分條規定買方須在批地文件授予的租契年期期間保持行人道、行人天橋通道及升降機及自動扶手電梯全日24小時開放，以供公眾為所有合法目的免費和暢通無阻地步行或乘坐輪椅使用。

(iv) 批地文件特別條款第(10)(e)(i)分條規定倘若該地段或其任何部份進行重建而需移除或拆卸行人道、行人天橋通道及升降機及自動扶手電梯或其中任何部分，買方須在署長指定的期限內按署長全權酌情批准或要求的設計、物料、規格及標準和寬度、淨空高度、水平、高度及位置，自費進行更換以建造及完成新的行人道、行人天橋通道及升降機及自動扶手電梯或其任何部分，在一切方面使署長滿意。

(v) 批地文件特別條款第(10)(e)(ii)分條規定倘若需要按本特別條款第(e)(i)分條建造任何新的行人道、新的行人天橋通道及新的升降機及自動扶手電梯，本特別條款及批地文件特別條款第(11)、(12)、(14)(a)(iii)、(21)(a)(i)及(41)(e)(vii)分條所載的「**行人道**」、「**行人天橋通道**」及「**升降機及自動扶手電梯**」等詞將被視為指上述新的行人道、新的行人天橋通道及新的升降機及自動扶手電梯。

(2) 公契的條款
敘文規定：
…
「**升降機及自動扶手電梯**」
指按照批地條件特別條款第(10)(c)分條提供或將會提供的升降機及自動扶手電梯(上落方向)；
…
「**行人道**」
指按照批地條件特別條款第(10)(b)分條提供或將會提供的行人道
…
附表3 第57條規定:-
商用樓宇的業主須於批地文件批出年期的任何期間內，

(a) 保持行人道、行人天橋通道、升降機及自動扶手電梯全日24小時開放，以供公眾為所有合法目的免費和暢通無阻地步行或乘坐輪椅使用；及

(b) 須自費管理及保養行人道、行人天橋通道、升降機及自動扶手電梯，使其處於良好及修繕妥當的狀態，在一切方面使地政總署署長滿意。

(3) 公眾有權按照批地文件使用上述之設施或休憩用地(如有)。

4. 批地文件特別條款第(11)條所指之有蓋行人天橋

(1) 批地文件的條款

批地文件特別條款第(11)條規定：

(a) 買方須於2024年9月30日*或署長批准的其他日期或之前自費並以在一切方面使署長滿意的程度，於批地文件夾附的圖則上顯示並標明為「**PROP.FB**」的大約位置及香港主水平基準以上13米或署長批准或要求的其他水平，建造及提供一條一層高有蓋行人天橋通道，連同署長要求或批准的相關承托物和連接段(包括署長全權酌情認為任何日後擴建有蓋行人天橋通道所需的任何承托物和連接段)(以下簡稱「有蓋行人天橋通道」)，以連接行人天橋通道及擬於批地文件夾附的圖則上顯示並標明為「**Proposed Road D3**」的擬建道路上由政府建造的高架園景平台(以下簡稱「**高架園景平台**」)。有蓋行人天橋須以署長要求或批准的物料及標準、水平、定線、佈局及設計建造，包括但不限於提供及建造署長全權酌情要求或批准的承托物、斜路、相關的樓梯及梯台、自動扶手電梯、升降機及內外配件及固定裝置與照明裝置。有蓋行人天橋的闊度須為5米、內框淨闊度最少3米、內框淨空高度最少2.6米及有蓋行人天橋底部的最低點到其下方的公眾道路路面有最小5.1米的空間距離。不得在任何政府土地建造任何永久性支柱或其他承托構築物。

(b) 僅就進行本特別條款第(a)及(c)分條指明的工程，買方將於署長向其發出的信函中指定的日期(該日期不會遲於2020年3月31日*)獲授予政府土地的管有權，並須遵守署長施加的該等條款及條件。在為修建有蓋人行天橋進行任何道路封閉之前，買方應已獲得運輸署署長關於臨時交通安排的書面同意。買方須於其管有該等政府土地的所有合理時候允許所有政府及行人自由地進出及通過該等政府土地，並須維持交通暢順，在一切方面使運輸署署長滿意。

(c) 買方須於2024年9月30日*或署長批准的其他日期或之前自費並以在一切方面使署長滿意的程度，(i)將行人天橋通道與有蓋行人天橋連接起來；及(ii)將有蓋行人天橋與高架園景平台連接起來，該等連接工程須包括移除政府於高架園景平台提供的接駁位的覆蓋層及護牆，並在連接工程完成後將上述接駁位妥善處理及修復，使署長滿意。買方須事先獲署長事先批准自費設計及建造有蓋行人天橋與高架園景平台的連接細節，連接細節包括但不限於軸承及伸縮接縫、有蓋行人天橋與高架園景平台的負載安排及承托細節、有蓋行人天橋的接縫或搭接或兩者及軸承安排(以下簡稱「**行人天橋連接細節**」)，並在一切方面使署長滿意。

(e) 倘若買方未能履行批地文件特別條款第(10)條第(a)、(b)、(c)及(e)款及本特別條款第(a)、(c)、(h)及(i)款的責任，政府可進行所需之建造或保養工程，惟費用一概由買方負責，而買方須應要求向政府支付相等於該費用的金額，支付金額由署長決定，其決定為最終決定及對買方有約束力。為執行上述工程，政府、其人員、代理人、承辦商、工人及其他授權人士均享有權於任何合理時間自由及不間斷地進入該地段或其任何部分及已建或擬建於其上的任何一幢或多幢建築物。政府、其人員、代理人、承辦商、工人及其他授權人士毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因政府、其人員、承辦商、代理人、工人或政府授權的任何人士行使本特別條款賦予的進入權利而引起或附帶引起的，買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出索償。

(f) (i) 有蓋行人天橋不得供作所有公眾人士以步行或乘坐輪椅方式通行以外的任何用途。

(ii) 除非署長另行批准或要求，買方不得使用或准許或容許他人使用有蓋行人天橋的任何部分之外部或內部張貼廣告或展示任何招牌、通告或海報。

(iii) 就任何可能是或可能成為對有蓋行人天橋之下經過的任何人士或車輛或對任何一個或多個毗鄰或鄰近地段或處所的任何業主或佔用人構成滋擾或煩擾或可能造成不便或損害之事情，買方不得於有蓋行人天橋作出或准許或容許他人作出該等事情。

(iv) 在有蓋行人天橋存在的整個期間，買方須准許所有公眾人士為所有合法目的免繳任何費用自由地步行或乘坐輪椅通行、再通行、行經、通過及上落有蓋行人天橋。

(g) 對於買方就建造、改動、管理、維修及保養有蓋行人天橋、行人天橋連接細節、行人天橋通道、行人道及升降機及自動扶手電梯而作出或遺漏的任何事情所直接或間接產生或與之有關的一切責任、索償、損失、損害、開支、收費、費用、要求、訴訟及法律程序，買方須向政府作出彌償並使其獲得彌償。

(h) 買方須在批地文件授予的租契年期期間自費管理及保養有蓋行人天橋及行人天橋連接細節，使其處於良好及修繕妥當的狀態，在一切方面使署長滿意。

(2) 公契的條款

敘文規定:

…

“有蓋行人天橋”

指根據批地文件特別條款第(11)條建造或將建造之一層高的有蓋行人通道連同其承托及連接物;

“高架園景平台”

指批地文件特別條款第(11)(a)條所述將由政府建造之高架園景平台;

“行人天橋連接細節”

指根據批地文件特別條款第(11)(c)條建造或將建造之有蓋行人天橋及高架園景平台間之連接之細節;

…

附表3第57條規定:-

商用樓宇的業主須於批地文件批出年期的任何期間內

…

(b) 於有蓋行人天橋存在期間，不論日夜均應時刻允許任何公眾免費及暢通無阻地步行或乘坐輪椅通越、再通越、行經及上落有蓋行人天橋，以作任何合法用途。

(c) 須自費管理及保養行人道、行人天橋通道、升降機及自動扶手電梯、有蓋行人天橋、行人天橋連接細節、公衆通道範圍，使其處於良好及修繕妥當的狀態，在一切方面使地政總署署長滿意。

(d) 除作為所有公眾人士徒步或承坐輪椅通過的用途外，有蓋行人天橋不得作任何其他用途。

(e) 除非已獲署長批准或要求，不得使用或允許或容許他人使用有蓋行人天橋任何部分(不論外部或內部)作廣告用途或用作展示任何招牌、通告或海報。

(f) 不得在有蓋行人天橋作出或允許或容許他人作出任何事宜，以致可能或已經對任何在有蓋行人天橋之下通過的人士或車輛或任何毗鄰或鄰近地段或處所任何業主或佔用人士造成滋擾、騷擾、不便或損害。

(3) 公眾有權按照批地文件使用上述之設施或休憩用地(如有)。

5. 批地文件特別條款第(13)條所指之「粉紅色加黑圈範圍」

(1) 批地文件的條款

批地文件的條款第(13)條規定：-

(b) 買方須於2024年9月30日*或之前或其他經署長批准的日期，自費以署長可要求或批准的、標準、水準、定線及設計，於批地文件附夾的圖則顯示為粉紅色加黑圈範圍內鋪設、塑造、興建及提供一條通道(「**公眾通道範圍**」)，在一切方面達致署長滿意。

(c) 須應在本文協定批授的整個年期內，保持公眾通道範圍每日24小時開放，以供公眾步行或輪椅免費及以合法目的不受阻撓地通行使用。

(2) 公契的條款

敘文規定：

…

「粉紅色加黑圈範圍」

指批地條件特別條款第(9)(a)(viii)(IV)分條提及的粉紅色加黑圈範圍；

…

「公眾通道範圍」

指根據批地條件特別條款第(13)(b)分條提及的粉紅色加黑圈範圍的地面水平鋪設、形成、建造和提供的通道，或將要鋪設、形成和建造的通道；

…

附表3第57條規定:-

商用樓宇的業主須於批地文件批出年期的任何期間內，

(a) 保持行人道、行人天橋通道、升降機及自動扶手電梯全日24小時開放，以供公眾為所有合法目的免費和暢通無阻地步行或乘坐輪椅使用；及

(b) 須自費管理及保養行人道、行人天橋通道、升降機及自動扶手電梯，使其處於良好及修繕妥當的狀態，在一切方面使地政總署署長滿意。

(3) 公眾有權按照批地文件使用上述之設施或休憩用地(如有)。

B. 批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的設施

1. 請參閱上文第A1至A5段。
2. 上文第A1段至第A5段所述設施及休憩用地(如有)按規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持，及該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施或休憩用地(如有)的部分開支。

C. 批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地的大小

不適用。

D. 發展項目所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的任何部份

不適用。

備註：

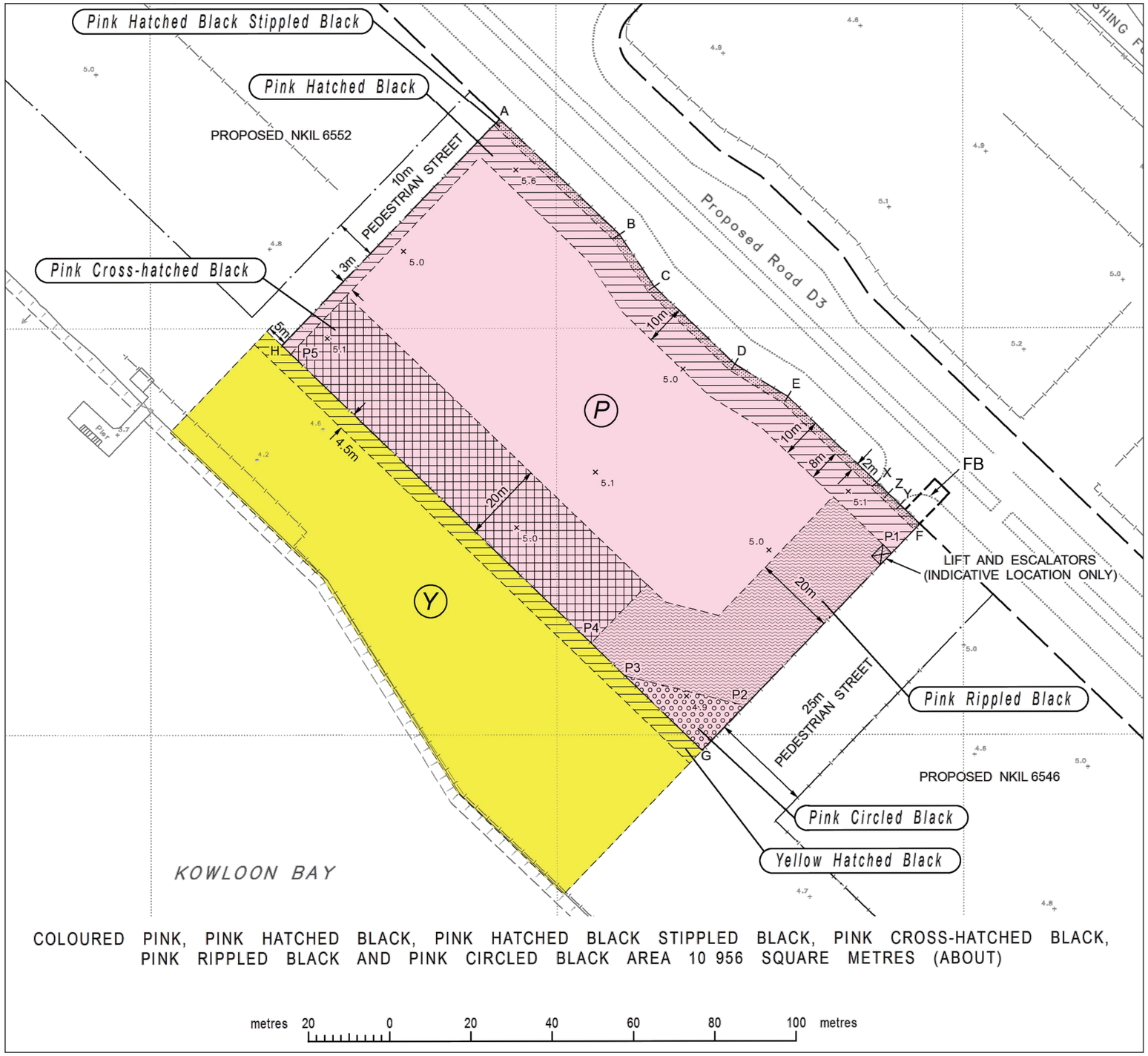
1. 除非另有指明，批地文件所載的「署長」指「地政總署署長」。
2. 除非另有指明，公契所載的「批地條件」指批地文件中的條件。

* 按照地政總署九龍東區地政署於2022年11月4日發出的信函：-

(a) 批地文件特別條款第(2)(a)(i)及(2)(g)(iv)條中提及的期限已延長至2023年9月30日；及

(b) 批地文件特別條款第(5)、(10)(a)、(10)(b)、(10)(c)、(11)(a)、(11)(c)、(13)(b)、(26)(g)(i)及43(a)條中提及的期限已延長至2025年9月30日。

E. A plan that shows the location of those facilities and open spaces, and those parts of the land
公共設施及公眾休憩用地的資料

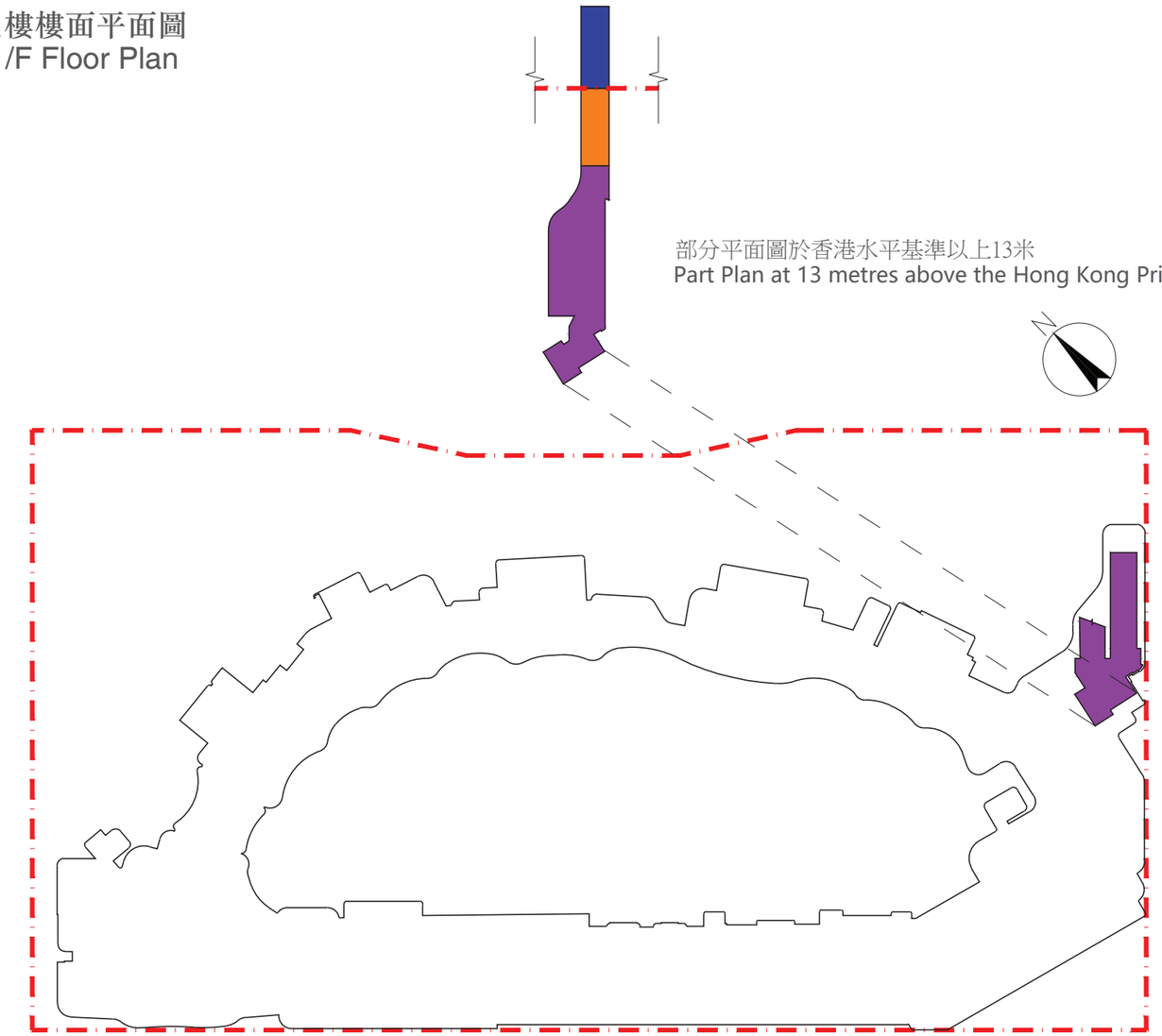


COLOURED PINK, PINK HATCHED BLACK, PINK HATCHED BLACK STIPPLED BLACK, PINK CROSS-HATCHED BLACK, PINK RIPPLED BLACK AND PINK CIRCLED BLACK AREA 10 956 SQUARE METRES (ABOUT)

Legend 圖例:

- Pink
  粉紅
- Pink Hatched Black
  粉紅色間黑斜線
- Pink Hatched Black Stippled Black
  粉紅色間黑斜線加黑點
- Pink Cross-Hatched Black
  粉紅色底色加上黑影線
- Pink Rippled Black
  粉紅色加黑波紋線
- Pink Circled Black
  粉紅色加黑圈
- Yellow Area
  黃色範圍
- Yellow Hatched Black Area
  黃色間黑斜線範圍
- Proposed Road
  擬建道路
- FB Footbridge
  有蓋行人天橋
- Lift and Escalators (Indicative Location Only)
  升降機及自動扶梯
  (位置僅供參考)

1樓樓面平面圖
1/F Floor Plan



批地文件特別條款第(10)(a)條規定之行人天橋連接通道
Footbridge Link under Special Conditions (10)(a) of the Land Grant

批地文件特別條款第(10)(d)條規定之升降機及自動扶手電梯
Lift & Escalators under Special Conditions (10)(d) of the Land Grant

批地文件特別條款第(11)(f)條規定之有蓋行人天橋
Covered Footbridge under Special Conditions (11)(f) of the Land Grant

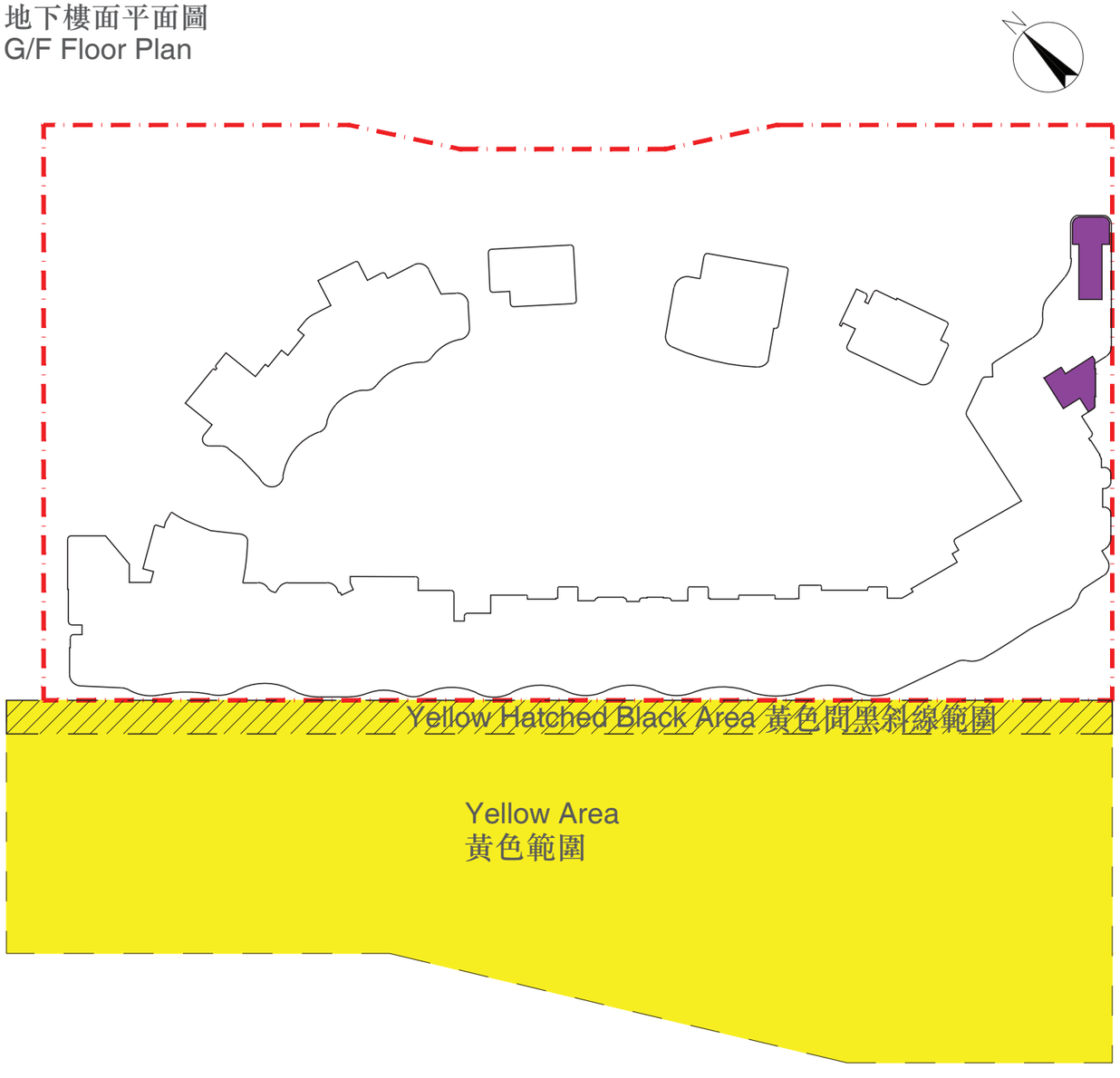
發展項目的界線
Boundary Line of the Development

比例：0米/M 20米/M
Scale:

備註:
1. 本圖則為本章E段提及的圖則之一。
2. 本圖則僅作顯示黃色範圍及黃色間黑斜線範圍內的海濱長廊、黃色間黑斜線範圍內的公眾行人通道、行人天橋連接通道、行人天橋連接通道的承托物及連接段、升降機及自動扶手電梯、有蓋行人天橋、行人天橋連接細節、公眾通道範圍及額外公眾通道範圍的位置。本圖則中所示的其他事項未必能反映其最新狀況。

Notes:
1. This plan is one of the plans referred to in Paragraph E of this section.
2. This plan is for showing the locations of the promenade within the Yellow Area and the Yellow Hatched Black Area, the public pedestrian access within the Yellow Hatched Black Area, the Footbridge Link, the supports and connections for the Footbridge Link, the Lift and Escalators, the Covered Footbridge, the Footbridge Connection Details, the Public Passage Area and the additional Public Passage Area only. Other matters shown in this plan may not reflect their latest condition.

地下樓面平面圖
G/F Floor Plan



批地文件特別條款第(10)(d)條規定之升降機及自動扶手電梯
Lift & Escalators under Special Conditions (10)(d) of the Land Grant

發展項目的界線
Boundary Line of the Development

比例：0米/M 20米/M
Scale:

備註:
1. 本圖則為本章E段提及的圖則之一。
2. 本圖則僅作顯示黃色範圍及黃色間黑斜線範圍內的海濱長廊、黃色間黑斜線範圍內的公眾行人通道、行人天橋連接通道、行人天橋連接通道的承托物及連接段、升降機及自動扶手電梯、有蓋行人天橋、行人天橋連接細節、公眾通道範圍及額外公眾通道範圍的位置。本圖則中所示的其他事項未必能反映其最新狀況。

Notes:
1. This plan is one of the plans referred to in Paragraph E of this section.
2. This plan is for showing the locations of the promenade within the Yellow Area and the Yellow Hatched Black Area, the public pedestrian access within the Yellow Hatched Black Area, the Footbridge Link, the supports and connections for the Footbridge Link, the Lift and Escalators, the Covered Footbridge, the Footbridge Connection Details, the Public Passage Area and the additional Public Passage Area only. Other matters shown in this plan may not reflect their latest condition.