

Dated \_\_\_\_\_ 20 \_\_\_\_\_

**MTR CORPORATION LIMITED**

as the registered owner

and

[ \_\_\_\_\_ ]

as the Purchaser

and

**MTR CORPORATION LIMITED**

as the Manager

---

**SUB-DEED OF MUTUAL COVENANT**

**and**

**MANAGEMENT AGREEMENT**

**in respect of**

**the development erected on**

**Site G of The Remaining Portion of Tseung Kwan O Town Lot No.70**

**Tseung Kwan O**

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Draft 12

2018-02-09

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**SUB-DEED OF MUTUAL COVENANT**

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## SECTION A

### PARTIES AND RECITALS

- Date** THIS DEED is made the \_\_\_\_\_ day of \_\_\_\_\_ .
- Parties** BETWEEN
- (1) **MTR CORPORATION LIMITED** 香港鐵路有限公司 whose registered office is at MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong ("MTR" which expression shall where the context so admits include its successors and assigns) and any reference to MTR in this Deed shall be construed as reference to MTR in its capacity as the registered owner of the Units in Phase V of the Development (except the First Assigned Premises) but not further or otherwise;
- (2) [ \_\_\_\_\_ ] of [ \_\_\_\_\_ ] Hong Kong (the "Purchaser" which expression shall where the context so admits include its successors and assigns); and
- (3) **MTR CORPORATION LIMITED** 香港鐵路有限公司 whose registered office is at MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong (the "Manager" which expression shall where the context so admits include its successors).
- Recitals** WHEREAS :-
- Supplemental** 1. This Deed is supplemental to the Principal Deed relating to the Development.
- Development** 2. Phase V of the Development has been constructed on Site G (as defined in the Government Grant) of the Land.
- Allocation of Shares** 3. For the purpose of distribution and sale, 1,347,056 equal undivided 41,992,406<sup>th</sup> Shares in the Land have been allocated to Phase V in the manner set out in Part I of the First Schedule hereto.
- Assignment** 4. By an Assignment bearing even date herewith executed immediately prior to this Deed and made between MTR of the one part and the Purchaser of the other part, the First Assigned Premises was assigned to the Purchaser by MTR.
- Purpose of Deed** 5. The parties hereto have agreed to enter into this Deed for the purposes of :-
- (a) defining and regulating the rights, interests and obligations of themselves and all subsequent Owners in respect of Phase V of the Development;
  - (b) making specific provisions for the management of Phase V;
  - (c) appointing MTR Corporation Limited as the Manager to exercise the powers and perform the duties on its part for the periods and on the terms and conditions herein contained; and
  - (d) identifying those parts of Phase V which will form part

of the Common Areas and the Common Services and Facilities under the Principal Deed.

**Approval**

6. The Director has given his approval to this Deed in accordance with the Government Grant.

## OPERATIVE PARTS

**NOW THIS DEED WITNESSETH** that the parties hereto have agreed and **DO HEREBY COVENANT** with each other as follows to the intent that this Deed shall enure to the benefit of and shall bind each of them and their respective successors in title and persons deriving title under or through them or any of them and all persons who may hereafter during the Term become an Owner.

### SECTION B

#### DEFINITIONS

1. Terms (other than those set out in Clause 2 hereof) defined in the Principal Deed shall have the same meaning when used in this Deed.

2. In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires :

**"Approved Plans"** means the building plans for Phase V of the Development approved by the Building Authority and/or the Director as from time to time amended, modified or substituted;

**"Common EV Facilities"** means all such facilities installed or to be installed within the Phase V Car Park Common Areas for the common use and benefit of the Owners of the Phase V Car Parking Spaces 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 of the Laws of Hong Kong Special Administrative Region parking at any of the Phase V Car Parking Spaces; such facilities shall not serve any of the Phase V Car Parking Spaces exclusively or belong to any of the Owners of the Phase V Car Parking Spaces and shall include but not limited to such wires, cables, ducts, trunking, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

**"Deed"** means this Deed as amended or varied from time to time;

**"EV Facilities for Visitors' Car Parking Spaces"** means all such facilities installed or to be installed within the Phase V Car Park Common Areas for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance Chapter 374 of the Laws of Hong Kong Special Administrative Region parking at the Visitors' Car Parking Spaces and such facilities shall include but not limited to such wires, cables, ducts, trunking, electric meters, base boxes, socket outlets, locks, covers and other security and/or protective devices, charging station, payment device, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

**"Fire Safety Management Plan"** means the fire safety management plan and measures relating to the Phase V Residential Units with open kitchen design required to be implemented by the Buildings Department and the Fire Services Department and any addition or variation thereto from time to time in accordance with the then relevant requirement of the Buildings Department, the Fire Services Department and any other relevant Government authority;

**"First Assigned Premises"** means Flat [ ] on the [ ] Floor of Tower [ ] of Phase V of the Non-Station Development;

**"Management Units"** means the Management Units attributable to the Phase V Car Parking Spaces and the Phase V Residential Units as set out in Part II of the First Schedule;

**“Non-Common EV Facilities”**

means such facilities installed or to be installed within the Phase V Car Park forming part of and exclusively serving a Phase V Car Parking Space 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 of the Laws of Hong Kong Special Administrative Region parking at such Phase V Car Parking Spaces; such facilities shall include but not limited to such wires, cables, ducts, trunking, electric meters, base boxes, socket outlets, locks, covers and such other security and/or protective devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

**"Non-Station Development Common Areas within Phase V"**

means those parts of the Non-Station Development Common Areas (as defined in the Principal Deed) situated within Phase V which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to E.V.A. (Emergency Vehicular Access) on the Ground Floor, driveway, those parts of the PTI Ceiling Slab immediately below any other Phase(s) or immediately below any road forming part of the Non-Station Development Common Areas, the structural slab at the upper boundary of Site G immediately below any other Phase(s) or immediately below any road forming part of the Non-Station Development Common Areas; and the Non-Station Development Common Areas within Phase V are for identification purpose only as shown on the plans annexed hereto and thereon coloured Orange;

**"Non-Station Development Common Services and Facilities within Phase V"**

means those services and facilities forming parts of the Non-Station Development Common Services and Facilities (as defined in the Principal Deed) in, on or under Phase V and which serve the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, fire services, drainage water pipes, electrical cables and other ancillary facilities installed in the Non-Station Development Common Areas within Phase V;

**"Phase V"**

means that part of the Non-Station Development constructed on the part of the Land shown and marked Site G on Plan E annexed to the Government Grant and referred to therein as Site G comprising Phase VA which consists of three residential tower blocks, recreational facilities, car parking spaces and common areas and facilities now known as “[ ]”, the Phase V Retained Areas and the Phase V Government Accommodation;

**"Phase V Balcony"**

means each of the Balconies forming part of a Phase V Residential Unit specified in the Sixth Schedule;

**"Phase V Car Park"**

means that part of the Car Park within Phase V indicated on the Approved Plans for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the Owners or occupiers of the Residential Development or belonging to the visitors or invitees of the Owners or occupiers of the Phase V Residential Development or the parking of motor cycles to be used by the Owners or occupiers of the Residential Development or their visitors or invitees or the parking of pedal-cycles to be used by the Owners or occupiers of the Phase V Residential Development or their visitors or invitees and includes areas intended for the common use and benefit of the Owners, occupiers and licensees of such part of the Car Park within Phase V and also includes parking spaces for disabled persons provided in Site G pursuant to Special Condition No.(44)(a)(vii) of the Government Grant;

**"Phase V Car Park  
Common Areas"**

means the whole of the Phase V Car Park (except those Phase V Car Parking Spaces and pedal cycle parking spaces shown and delineated on the car park layout plan approved by the Building Authority), intended for the common use and benefit of the Owners, occupiers and licensees of the Phase V Car Park including, but not limited to, the Visitors' Car Parking Spaces, parking spaces for disabled persons provided in Site G pursuant to Special Condition No.(44)(a)(vii) of the Government Grant, entrances, ramps, driveways, staircases, electrical meter room, lifts and associated lift lobbies but excluding the Phase V Residential & Carpark Common Areas, and the Phase V Car Park Common Areas are for identification purpose only as shown on the plans annexed hereto and thereon coloured Green;

**"Phase V Car Park  
Common Services and  
Facilities"**

means those services and facilities in on or under Phase V and which serve the Phase V Car Park as a whole including, but not limited to, the Common EV Facilities, EV Facilities for Visitors' Car Parking Spaces, plant and machinery, electrical installations fittings and equipment, barriers and water supply apparatus but excluding anything contained in the Non-Station Development Common Services and Facilities within Phase V, the Phase V Common Services and Facilities and the Phase V Residential & Carpark Common Services and Facilities;

**"Phase V Car Parking  
Space"**

means a Unit situate in the Phase V Car Park for the purpose of parking of motor vehicle licensed under the Road Traffic Ordinance and belonging to an Owner or occupier of the Residential Development, or parking of motor cycle to be used by an Owner or occupier of the Residential Development or such Owner's or occupier's visitors or invitees and for the avoidance of doubt, includes the Non-Common EV Facilities (if any) exclusively serving such Unit;

**"Phase V Common  
Areas"**

means those parts of Phase V which are intended for use by the Owners of more than one constituent parts of Phase V, namely the Phase V Car Park, the Phase V Residential Development and the Phase V Government Accommodation and not for the sole benefit of the Owners of only one constituent part including, but not limited to, Phase V Covered Pedestrian Walkway together with its associated structures thereof, corbel structures for future footbridge and corbel structures for elevated road as for identification purpose only shown and marked on the 2<sup>nd</sup> Floor Plan (DMC-003) and 3<sup>rd</sup> Floor Plan (DMC-004) annexed hereto; lifts, inaccessible area, staircases, ramps, landings, corridors and passages; covered walkway on the 5<sup>th</sup> Floor forming part of the Internal Transport System as defined under Special Condition No.(60)(a) of the Government Grant; refuse storage and material recovery chambers and refuse collection vehicle parking spaces; emergency generator rooms, F.S. control room (Fire Services control room), security control room, drencher & sprinkler control valve room, water pump rooms including the water tanks for various building services, F.S. & street hydrant pump room, A/C box, transformer room, low voltage switch room, electrical rooms, water meter room, water meter cabinet, staircase pressurization fan rooms, fuel tank room, inlets for fire services and pipe ducts on or in Phase V; external walls of the Ground Floor and 1<sup>st</sup> Floor of the buildings erected on Phase V, parts of the external walls of the 2<sup>nd</sup> Floor and 3<sup>rd</sup> Floor of the buildings erected on Phase V at the locations for identification purpose only as shown and coloured Yellow on the 2<sup>nd</sup> Floor Plan (DMC-101) and 3<sup>rd</sup> Floor Plan (DMC-102) annexed hereto, the foundations and structure of the buildings erected in Phase V; the Phase V Items (excluding those parts of the PTI Ceiling Slab immediately below any other Phase(s) or immediately below any road forming part of the Non-Station Development Common Areas); the

management office(s) and any other space in Phase V used for office or other accommodation of the Phase V Owners Sub-Committee or watchmen or caretakers or other staff employed on or in or for Phase V; T.B.E. rooms (Telecommunications and Broadcasting rooms) and areas within Phase V for installation or use of aerial broadcast distribution or telecommunications network facilities; and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within Phase V not used for the sole benefit of the Owners of any one constituent part of Phase V only but excluding the Phase V Residential & Carpark Common Areas and for identification purpose only as shown on the plans annexed hereto and thereon coloured Yellow and Yellow Hatched Black;

**"Phase V Common Services and Facilities"**

means those services and facilities constructed or to be constructed in on or under Phase V and which serve more than one constituent parts of Phase V, namely the Phase V Car Park, the Phase V Residential Development and the Phase V Government Accommodation including, but not limited to, sewers, gutters, drains, watercourses, water features, wells, pipes and ducts; pumps, tanks and sanitary fittings; wires, cables, electrical installations, fittings, equipment and apparatus; communal aerial, satellite and cable reception, distribution and associated equipment; fire protection and fire fighting systems, equipment and apparatus; security systems, equipment and apparatus; refuse disposal equipment; lifts and escalators; air-conditioners and fans; architectural features and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the benefit of Phase V as part of the amenities thereof and not for the sole benefit of any one constituent part of Phase V only but excluding the Phase V Residential & Carpark Common Services and Facilities;

**"Phase V Covered Pedestrian Walkway"**

means the covered pedestrian walkway constructed in Phase V pursuant to Special Condition No. (53)(b)(iv) of the Government Grant and the location of such covered pedestrian walkway within Phase V approved under the Approved Plans as at the date of this Deed is for identification purpose only shown on the plans annexed hereto;

**"Phase V Government Accommodation"**

means those parts of the Government Accommodation constructed as part of Phase V comprising portion of the Permanent PTI as defined in Special Condition No. (17)(a)(i) of the Government Grant (the remaining portion of the said Permanent PTI is constructed in Site E (as defined in the Government Grant)) and the Public Toilet as defined in Special Condition No. (17)(a)(ix) of the Government Grant and the said portion of the Permanent PTI and Public Toilet for the purpose of identification only are shown on the Ground Floor Plan, 1<sup>st</sup> Floor Plan and 2<sup>nd</sup> Floor Plan annexed hereto and thereon coloured Brown and Pink respectively;

**"Phase V House Rules"**

means the House Rules set out in the Fourth Schedule hereto as varied or modified by the Manager from time to time in accordance with Clause 2 of Section G;

**"Phase V Items"**

means those Items situated in Phase V including but not limited to the external wall of the Government Accommodation and the canopy forming part of the external wall therefrom (for the purpose of identification only marked as "alum. canopy" on the 1<sup>st</sup> Floor Plan annexed hereto) and the PTI Ceiling Slab;

**"Phase V Noise Mitigation Measures"**

means the acoustic fins as approved by the Director of Environmental Protection and identified on the 6<sup>th</sup> Floor Plan annexed hereto, and any subsequent amendments thereto (if any) approved by the Director of

Environmental Protection;

**"Phase V Owners  
Sub-Committee"**

means the Owners Sub-Committee elected in accordance with the provisions of Section F of this Deed;

**"Phase V Recreational  
Areas and Facilities"**

means the swimming pool, recreational and sporting facilities, the gardens, grounds, rooms for housing the plants for supporting the operation of swimming pool and recreational and sporting facilities including but not limited to filtration plant room, PAU room (Primary Air Handling Unit room), chiller water pump room, A.C. switchboard room and outdoor chiller plant within Phase V and any other recreational facilities erected within Phase V pursuant to the provisions of Special Condition No. (52)(a)(i) and (iii) of the Government Grant which now are or may at any time during the Term be provided only for the benefit of the residents and occupiers of the Phase V Residential Development and their bona fide visitors all of which shall form part of the Private Recreational Facilities and the Local Open Space (as the case may be) under the Principal Deed;

**"Phase V Residential  
& Carpark Common  
Areas"**

means those parts of the Phase V intended for the common use and benefit of the Owners, occupiers and licensees of the Phase V Residential Development and the Phase V Car Parking Spaces including the E.V.A. (Emergency Vehicular Access) on the 3rd Floor and for identification purpose only as shown on the plans annexed hereto and thereon coloured Violet;

**"Phase V Residential  
& Carpark Common  
Services  
and Facilities"**

means those services and facilities in on or under Phase V which serve the Phase V Residential & Carpark Common Areas including, but not limited to, electrical installations, lightings and fittings but excluding anything contained in the Non-Station Development Common Services and Facilities within Phase V, the Phase V Common Services and Facilities, the Phase V Residential Common Services and Facilities and the Phase V Car Park Common Services and Facilities;

**"Phase V Residential  
Common Areas"**

means those parts of the Phase V Residential Development intended for the common use and benefit of the Owners, occupiers and licensees of the Phase V Residential Development including, but not limited to, entrances, lobbies, lift lobbies, staircases, landings, planters, flat roofs, covered walkway, corridors and passages, ramps, all loading and unloading bays required to be provided pursuant to Special Condition No.(16)(b)(i)(vii)(VIII) of the Government Grant, lift wells, lift machine rooms, transfer plates, refuge floors, transformer rooms, water pump rooms including the water tanks for various building services and fire services, air-conditioning platforms, Sub-T.B.E. rooms (Sub-Telecommunications and Broadcasting rooms), low voltage switch room, pump room(s) for sprinkler pump, F.S. booster pump, transfer pump, drencher & sprinkler control valve rooms, electrical meter room, pipe duct room, staircase pressurization fan room, water meter cabinet, guard room, emergency generator rooms, fuel tank rooms, store, pipe duct, pipewell, ducts for building services, the landscaped areas required to be provided in Site G pursuant to Special Condition No.(102) of the Government Grant, covered landscape area, the external walls of the 5<sup>th</sup> Floor and above of the buildings erected on Phase V (including curtain walls or any part thereof (including the window frames, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of the curtain wall, the non-openable windows therein or thereto and window frames, glass panels, cast-in anchors, gasket, window sealant and such other components of such non-openable windows but excluding all openable windows installed therein and the frames enclosing the glass panels of the openable windows, glass

panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows) and non-structural prefabricated external walls), parts of the external walls of the 2<sup>nd</sup> Floor and 3<sup>rd</sup> Floor of the buildings erected on Phase V (including curtain walls, glass walls, parapet and glass balustrade) at the locations for identification purpose only as shown and coloured Indigo on the 2<sup>nd</sup> Floor Plan (DMC-101) and 3<sup>rd</sup> Floor Plan (DMC-102) annexed hereto, roofs, the Phase V Recreational Areas and Facilities, all the pedal-cycle parking spaces in the Phase V Car Park required to be provided pursuant to Special Condition No.(16)(b)(i)(vii)(VII) of the Government Grant, greenery areas (including but not limited to vertical greening, covered planting, planting, lawn and water feature) as for identification purpose only as shown on the plans annexed hereto and thereon coloured Indigo Stippled Black and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Phase V Residential Development for the common use and benefit of the Owners, occupiers and licensees of the Phase V Residential Development but excluding the Phase V Residential & Carpark Common Areas and for identification purpose only as shown on the plans annexed hereto and thereon coloured Indigo, Indigo Hatched Black, Indigo Crossed Hatched Black and Indigo Stippled Black;

**"Phase V Residential Common Services and Facilities"**

means those services and facilities in on or under Phase V of the Non-Station Development and which serve more than one Phase V Residential Unit including but not limited to, the Phase V Noise Mitigation Measures, emergency lighting system at escape staircases, ducting, pipes, cables, wiring, air-cool chillers, water pumps, plant and machinery, electrical installations, fittings, equipment and apparatus, lifts, notice board and gondola system but excluding anything contained in the Non-Station Development Common Services and Facilities within Phase V, the Phase V Common Services and Facilities, the Phase V Car Park Common Services and Facilities and the Phase V Residential & Carpark Common Services and Facilities;

**"Phase V Residential Development"**

means that part of the Residential Development comprising three residential tower blocks in Phase V of the Non-Station Development as indicated on the Approved Plans for residential use;

**"Phase V Residential Unit"**

means a Unit including roof and/or flat roof and/or stairhood appertaining thereto (if any) situate in the Phase V Residential Development; for the avoidance of doubt it is expressly provided and declared that a Phase V Residential Unit shall include (i) all openable windows installed in or to any curtain wall enclosing the Phase V Residential Unit and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows and (ii) casement windows (whether openable or not) installed in or to any external walls (other than curtain wall) enclosing the Phase V Residential Unit and the window frame on the external wall, frames enclosing the glass panels of the casement windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such casement windows but shall exclude all structural columns (if any) within the Phase V Residential Unit and structural columns (if any) appertaining to the Phase V Residential Unit;

**"Phase V Retained Areas"**

means the areas and facilities comprising lift(s) and related lift shaft(s), lift lobby(ies), escalator(s) and staircase(s) located on the Ground Floor and 1<sup>st</sup> Floor of Phase V forming part of the Internal Transport System as defined under Special Condition No.(60)(a) of the Government Grant

which as for identification purpose only are shown and coloured Red on the plans annexed hereto;

<b>"Phase V Utility Platform"</b>	means each of the utility platforms forming part of a Phase V Residential Unit specified in the Sixth Schedule;
<b>"Principal Deed"</b>	means the Principal Deed of Mutual Covenant and Management Agreement dated 16 <sup>th</sup> June 2009 and registered in the Land Registry by Memorial No.09062303030203 affecting the Land;
<b>"PTI Ceiling Slab"</b>	means the structural slab at the ceiling of the portion of the Permanent PTI in Phase V (excluding the fittings and finishes at the top surface and the bottom surface thereof);
<b>"Site G"</b>	means the part of the Land shown and marked Site G on Plan E annexed to the Government Grant and referred to therein as Site G;
<b>"Tower"</b>	means a residential tower block constructed as part of the Phase V Residential Development;
<b>"Visitors' Car Parking Spaces"</b>	means parking spaces in the Phase V Car Park designated for parking of motor vehicles belonging to the visitors or invitees of the Owners or occupiers of the Phase V Residential Development;
<b>"Works and Installations"</b>	means all the major works and installations in Phase V requiring regular maintenance on a recurrent basis including but not limited to those works and installations as set out in the Fifth Schedule hereto.

## SECTION C

### RIGHTS OF OWNERS

**Rights attaching to each Share**

1. Each Share allocated to Phase V of the Development shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal Deed and this Deed be held by the person or persons from time to time entitled thereto together with :

- (a) the full and exclusive right and privilege to hold, use and occupy the Unit designated opposite to it in the First Schedule hereto; and
- (b) if and for so long as an Owner shall (where required) punctually make payment of the Management Charges at the time and in the manner provided in the Principal Deed and subject to the Phase V House Rules the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule hereto;

but subject to the exceptions and reservations set out in Part II of the Second Schedule hereto.

**Rights of MTR**

2. MTR shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal Deed and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy the whole of Phase V Together with the appurtenances thereto save only the First Assigned Premises.

**Rights of Purchaser**

3. The Purchaser shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal Deed and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy the First Assigned Premises Together with the appurtenances thereto.

**Disposal Restrictions**

4. (a) The right to the exclusive use, occupation and enjoyment of any Phase V Residential Unit or Phase V Car Parking Space or any part thereof shall not be sold, assigned, mortgaged, charged, leased (other than for a term of less than twelve years), licensed or otherwise disposed of separately from the Share with which the same is held.

(b) Phase V Car Parking Spaces shall not be used for any purpose other than for the purposes of parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the Owners or occupiers of the Residential Development or parking of motor cycles to be used by the Owners or occupiers of the Residential Development or their visitors or invitees.

**Use of Phase V Government Accommodation**

5. The Owner of the Phase V Government Accommodation shall have the right to alter or vary in its absolute discretion at any time the use of the Phase V Government Accommodation or any part or parts thereof without having to obtain the approval or consent of any other Owners or the Manager, and without any charges or fees being levied therefor by other Owners or the Manager.

**Phase V Retained Areas**

6. (a) Subject to sub-clause (b) of this Clause, MTR hereby

expressly reserves its ownership of the Phase V Retained Areas and shall as the Owner of the Phase V Retained Areas have the sole and exclusive right and privilege to hold, use, occupy and enjoy and also the exclusive control and possession of the Phase V Retained Areas Provided That MTR as the Owner of the Phase V Retained Areas shall comply with and observe Special Condition No.(60) of the Government Grant.

(b) The Phase V Retained Areas shall only be used by MTR as the Owner thereof subject to Clause 4 of Part II of the Second Schedule hereto and in accordance with Special Condition No.(60)(a) of the Government Grant.

## SECTION D

### OBLIGATIONS OF OWNERS AND POWERS OF MANAGER

- Owners to comply**
1. (a) The Owners of Units in Phase V (including MTR) and the Manager shall at all times hereafter so long as they remain as Owners of any Shares in Phase V or the Manager (as the case may be) comply with and shall observe and perform the covenants, provisions, restrictions and prohibitions contained in :
- (i) the Government Grant;
  - (ii) the Principal Deed; and
  - (iii) this Deed.
- Liability of Manager**
- (b) The Manager, when exercising its right to enter on, into or upon any Unit in Phase V in accordance with Clause 1(b)(xxxiii) of Section I of the Principal Deed and Clause 2(a) of Part II of the Second Schedule to the Principal Deed, shall repair at its own costs and expense any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager, its employees, agents and contractors.
- Owners to indemnify the Manager**
- (c) Nothing contained in the Principal Deed and this Deed shall exclude the liability of the Manager to the Owners of Units in Phase V for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or his employees, agents or contractors and no Owner of a Unit in Phase V shall be required to indemnify the Manager or its employees, agents or contractors from and against any actions, claims etc. arising out of any act or omission.
- Owners to observe restrictive covenants**
2. The Owners of a Unit in the Phase V Residential Development and the Phase V Car Park shall at all times hereafter be bound by and shall observe and perform the covenants, restrictions and prohibitions set out in the Third Schedule hereto insofar as the same are applicable to them.
- Management Charges**
3. Each Owner of a Unit in Phase V (save and except the Owner of the Phase V Government Accommodation) shall upon demand pay to the Manager the Management Charges in respect of any Unit owned by him, calculated in accordance with the provisions of Section J of the Principal Deed.
- Maintenance of the Phase V Items**
4. The Owners of Units in Phase V (save and except the Owner of the Phase V Government Accommodation) shall, acting by the Manager, be responsible for maintaining, managing and repairing the Phase V Items and shall indemnify FSI and the Government against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property arising out of or in respect of any loss or damage to any person or property arising out of or as a consequence of a failure to maintain, manage and repair the Phase V Items aforesaid Provided That the cost of repair and maintenance of those parts of the PTI Ceiling Slab, being part of the Non-Station Development Common Areas which provides support to the other Phase(s) immediately thereabove or the estate road immediately thereabove, shall pursuant and subject to Clause 5 of Section J of the Principal Deed be borne (i) by the Owners of Units in Phase V (save and except the Owner of the Phase V Government Accommodation) and (ii) by the Owners of the said other Phase(s) immediately thereabove supported by the relevant parts of the PTI Ceiling Slab or (in case of estate road thereabove) the other Owners of the Non-Station Development in such proportion determined in accordance with Clause 5

of Section J of the Principal Deed (in particular the proviso thereto).

For the avoidance of doubt,

- (a) the fittings and finishes at the top surface of the relevant parts of the PTI Ceiling Slab shall not form part of the Phase V Items and shall be repaired and maintained at the cost and expense of the Owners of the said other Phase(s) immediately thereabove in accordance with Clause 5 of Section J of the Principal Deed and the relevant Sub-Deed(s) of Mutual Covenant or (in case of estate road thereabove) the Owners of the Non-Station Development in accordance with Clause 5 of Section J of the Principal Deed; and
- (b) the fittings and finishes at the bottom surface of the PTI Ceiling Slab shall form part of the Phase V Government Accommodation and shall be repaired and maintained by and at the cost and expense of the Owner of the Phase V Government Accommodation.

**Assignment of Common Areas and Common Services and Facilities**

5. MTR shall upon execution of this Deed assign the whole of the Shares in the Phase V Common Areas and Phase V Common Services and Facilities, the Phase V Car Park Common Areas and Phase V Car Park Common Services and Facilities, the Phase V Residential Common Areas and Phase V Residential Common Services and Facilities, the Phase V Residential & Carpark Common Areas and Phase V Residential & Carpark Common Services and Facilities and the Non-Station Development Common Areas within Phase V and Non-Station Development Common Services and Facilities within Phase V together with the Phase V Common Areas and Phase V Common Services and Facilities, the Phase V Car Park Common Areas and Phase V Car Park Common Services and Facilities, the Phase V Residential Common Areas and Phase V Residential Common Services and Facilities, the Phase V Residential & Carpark Common Areas and Phase V Residential & Carpark Common Services and Facilities and the Non-Station Development Common Areas within Phase V and Non-Station Development Common Services and Facilities within Phase V to the Manager free of costs or consideration to be held by the Manager as trustee for all the Owners and the Manager must assign the said Shares together with the said areas and services and facilities free of costs or consideration to his successor as manager on termination of his appointment or to the Owners Corporation at any time if so required by the Owners Corporation.

**Phase V Residential Units with open kitchen**

6. (a) Each Owner of Phase V Residential Units with open kitchen shall in such manner at his sole expense repair maintain and keep in good repair and condition the fire fighting and protection installations in or appertaining to his Phase V Residential Unit including but not limited to fire rated resistant wall, smoke detector, fire alarm, sprinkler systems, sprinkler heads, automatic fire detection devices and when necessary replace any part or parts thereof which require replacement to the satisfaction of the relevant Government department(s). The Owner and resident of any Phase V Residential Unit with open kitchen shall comply with the following fire safety provisions to the satisfaction of the relevant Government department(s) and the Manager:

- (i) addressable smoke detectors provided at the common lobby outside the Phase V Residential Units shall not be removed or tampered or obstructed;

- (ii) addressable smoke detectors with sounder base provided inside the Phase V Residential Units shall not be removed or tampered or obstructed;
- (iii) sprinkler head provided at the ceiling immediately above the open kitchen area shall not be removed or tampered or obstructed;
- (iv) the full height wall having a fire resistance rating of not less than -/30/30 adjacent to the exit door of the Phase V Residential Unit shall not be removed or tampered;
- (v) self-closing devices of main entrance door of Phase V Residential Units shall not be removed;
- (vi) the fire safety provisions mentioned in (i), (ii) and (iii) above shall be subject to annual check at the cost and expense of the Owner of the Phase V Residential Unit with open kitchen conducted by the fire service installation contractor registered with the Fire Services Department appointed by the Manager (“RFSIC”);
- (vii) the Owners and residents of the Phase V Residential Units shall allow access for the RFSIC to carry out annual check, maintenance and inspection of the fire safety provisions in the Phase V Residential Units;
- (viii) maintenance and inspection work of the fire safety provisions mentioned in (i), (ii) and (iii) above with appropriate maintenance procedures shall be carried out, at the cost and expense of the Owner of the Phase V Residential Unit with open kitchen, by RFSIC who shall be responsible for issuance of the relevant maintenance certificate (F.S. 251) to prove the function of such fire safety provisions.

(b) The Owner or residents of any Phase V Residential Unit with open kitchen shall at his own costs and expenses observe and comply with the Fire Safety Management Plan and the fire safety provisions mentioned in sub-clauses (a)(i) to (a)(viii) of this Clause and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall ensure his tenants and other occupiers of his Phase V Residential Unit observe and comply with the same.

(c) The Manager shall have the power to implement and/or monitor proper implementation of the Fire Safety Management Plan (including but not limited to providing staff training including the course of actions to be carried out by the security officer/security guard, carrying out fire drill annually and affixing permanent notice at Phase V Residential Common Areas (such as in lift lobbies forming parts of Phase V Residential Common Areas and on notice board within Phase V Residential Common Areas) to remind the residents not to remove or demolish any fire safety provision) by Owners whose Phase V Residential Units contain approved open kitchen design in accordance

with the Fire Safety Management Plan and to enter into the relevant Phase V Residential Units to implement the Fire Safety Management Plan and/or to take such measures and precautions as may be required to prevent any breach by any Owners in respect of fire safety management in Phase V Residential Units. All cost and expenses incurred by the Manager in connection with the implementation and/or monitoring of the Fire Safety Management Plan shall be borne by the Owner(s) of the relevant Phase V Residential Unit(s) with open kitchen.

(d) Within one month of the date of this Deed, MTR shall deposit a full copy of the Fire Safety Management Plan in the management office in Phase V for inspection by all Owners of Phase V free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund for Phase V.

**Curtain Walls and casement windows**

7. The Owner of any Phase V Residential Unit shall be responsible for the cleaning of the internal surface of the curtain walls (including the openable windows and/or the non-openable windows installed therein or thereto) enclosing his Unit. The Owner of any Phase V Residential Unit shall be responsible for the repair, maintenance and replacement works of the openable windows installed in or to any curtain wall enclosing his Unit and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows and shall only engage contractors nominated and approved by the Manager to carry out such works. The Owner of any Phase V Residential Unit shall also be responsible for the repair, maintenance and replacement of the casement windows (whether openable or not) belonging to his Unit. The Owners of the Phase V Residential Units shall not object and shall render full cooperation to the Manager for the purpose of cleaning the external surfaces and carrying out any works with regards to the curtain wall. When the Manager carries out cleaning of the external surface of the curtain walls, the Manager shall have the right to clean the external surface of the openable windows in the curtain walls as well and the costs and expenses incurred in connection therewith shall be paid from the management fund in respect of the Phase V Residential Common Areas.

**Ownership and maintenance of Non-Common EV Facilities**

8. (a) Each Owner of the Phase V Car Parking Space shall at his own cost and expense be responsible for the operation, maintenance, inspection, security, repair, replacement and renewal of the Non-Common EV Facilities serving his Phase V Car Parking Space exclusively and the ownership of all such facilities shall belong to him. Each Owner of the Phase V Car Parking Space shall indemnify the Owners or occupiers of other Units for his failure to observe and comply with the provisions of this Clause.

(b) Without prejudice to the generality of sub-clause (a) above, if any Owner of Phase V Car Parking Space shall fail to repair, maintain, replace or renew the Non-Common EV Facilities serving his Phase V Car Parking Space exclusively in accordance with sub-clause (a) above and it has caused damage or, in the reasonable opinion of the Manager, danger to the other part of Phase V or the Owners or occupiers of the other Units, the Manager shall have the right and power, but not obliged, to carry out such repairs, maintenance, replacement or renewal works to the relevant Non-Common EV Facilities and make good all damage (if any) caused by the Owner's failure to repair, maintain, replace or renew as the Manager shall in its absolute discretion see fit and all the costs and expenses incurred by the Manager in connection therewith shall be recoverable from the Owner of the relevant Phase V Car Parking Space as a debt.

(c) The appearance and standards of all replaced Non-Common EV Facilities installed by an Owner of Phase V Car Parking Space shall be consistent and compatible with the appearance and standards of the original Non-Common EV Facilities installed for his Phase V Car Parking Space.

**Compliance with Ordinances, etc. in respect of Non- Common EV Facilities**

9. Each Owner of Phase V Car Parking Space shall at his own costs and expense at all times:-

(a) observe and comply with all Ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region and guidelines and directions as may be issued by the Environment Bureau or the Electrical and Mechanical Services Department or all other Government authorities from time to time and all the Building Rules and Phase V House Rules (if any) as may be made and all such directions (if any) as may be given by the Manager from time to time in relation to the installation, use, operation, maintenance, repair, replacement and/or renewal of the Non-Common EV Facilities or any part thereof serving his Phase V Car Parking Space exclusively including but not limited to any works to be carried out thereat and control of the consistent appearance of the Non-Common EV Facilities;

(b) take good care and such precautions as may be necessary in the use or operation of the Non-Common EV Facilities or any part thereof serving his Phase V Car Parking Space exclusively so as to avoid any loss, damage, nuisance or annoyance to Owners or occupiers of the other Units; and

(c) indemnify the Owners or occupiers of the other Units for his failure to observe or comply with the provisions of this Clause.

**Compliance with Ordinances, etc. in respect of EV Facilities for Visitors' Car Parking Spaces**

10. The Owners of Phase V Residential Units shall ensure that the bona fide guests, visitors and invitees of the Owners or occupiers of the Phase V Residential Units shall at all times:-

(a) observe and comply with all Ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region and guidelines and directions as may be issued by the Environment Bureau or the Electrical and Mechanical Services Department or any Government authorities from time to time and all the Building Rules (if any) as may be made and all such directions (if any) as may be given by the Manager from time to time in relation to the use or operation of EV Facilities for Visitors' Car Parking Spaces;

(b) take good care and such precautions as may be necessary in the use of the EV Facilities for Visitors' Car Parking Spaces or any part thereof so as to avoid any loss, damage, nuisance or annoyance to Owners or occupiers of the other Units; and

(c) shall indemnify the Owners or occupiers of the other Units for their failure to observe or comply with the provisions of this Clause.

**Repair and maintenance of structural slab supporting other Phase(s) or estate road**

11. The cost of repair and maintenance of the structural slab (other than the PTI Ceiling Slab) within Site G and at the upper boundary of Site G immediately below any other Phase(s) or immediately below any road forming part of the Non-Station Development Common Areas, which structural slab forms part of the Non-Station Development Common Areas and provides support to the other Phase(s) immediately

thereabove or the estate road immediately thereabove, shall pursuant and subject to Clause 5 of Section J of the Principal Deed be borne (i) by the Owners of Units in Phase V (save and except the Owner of the Phase V Government Accommodation) and (ii) by the Owners of the said other Phase(s) immediately thereabove supported by the said structural slab or (in case of estate road thereabove) the other Owners of the Non-Station Development in such proportion determined in accordance with Clause 5 of Section J of the Principal Deed (in particular the proviso thereto). For the avoidance of doubt,

(a) the fittings and finishes at the top surface of the said structural slab shall be repaired and maintained at the cost and expense of the Owners of the said other Phase(s) immediately thereabove in accordance with Clause 5 of Section J of the Principal Deed and the relevant Sub-Deed(s) of Mutual Covenant or (in case of estate road thereabove) the Owners of the Non-Station Development in accordance with Clause 5 of Section J of the Principal Deed; and

(b) the fittings and finishes at the bottom surface of the said structural slab shall be repaired and maintained at the cost and expense of the Owners of Phase V in accordance with Clause 5 of Section J of the Principal Deed.

**Phase V Noise  
Mitigation Measures**

12. All Owners of Phase V Residential Units shall observe and comply with all Ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region and guidelines and directions as may be issued by any Government authorities or the Manager from time to time in relation to use or maintenance or operation of the Phase V Noise Mitigation Measures and no Owners shall do or permit any act or thing to be done which may in any way damage or affect the Phase V Noise Mitigation Measures.

## SECTION E

### MEETINGS OF THE OWNERS OF PHASE V

#### **Meetings of the Owners**

1. From time to time as occasion may require there shall be meetings of the Owners of Phase V to discuss and decide matters concerning Phase V as hereinafter mentioned and in regard to such meetings the provisions of this Section shall apply. The procedure at a meeting of the Owners of Phase V shall be as is determined by the Owners of Phase V.

#### **Annual Meeting**

2. (a) The Manager shall convene a meeting of the Owners of Phase V and the first such meeting is to be convened within nine months of the date of this Deed.

(b) One such meeting, to be known as the Annual Meeting, shall be held as soon as practicable after the end of each financial year (as defined by Clause 3 of Section J of the Principal Deed) for the purposes of receiving the Manager's report and an income and expenditure account and balance sheet for the previous financial year in respect of Phase V, and transacting any other business of which due notice is given in the notice convening the meeting.

#### **Convening of Meeting**

3. A meeting of Owners of Phase V may be convened by:

- (a) the Phase V Owners Sub-Committee;
- (b) the Manager; or
- (c) an Owner of Phase V appointed to convene such a meeting by the Owners of Phase V of not less than 5% of the Shares attributable to Phase V in aggregate.

#### **Notice**

4. The person convening the meeting of the Owners of Phase V shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner of Phase V. The notice of meeting shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. The notice of meeting may be given:

- (a) by delivering it personally to the Owners;
- (b) by sending it by post to the Owner at his last known address; or
- (c) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.

Provided that if the matter or matters to be discussed may in the opinion of MTR as the Owner of the Station Complex affect or have an impact on the Station Complex and/or be ancillary or pertaining thereto, notice of meeting shall also be served on MTR as the Owner of the Station Complex as aforesaid and MTR as the Owner of the Station Complex shall be entitled to attend the meeting.

#### **Quorum**

5. (a) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business.

(b) 10% of the Owners of Phase V present in person or by proxy shall be a quorum at any meeting. For the purpose of this subclause, the reference to "10% of the Owners of Phase V" shall be construed as a reference to 10% of the number of persons who are Owners of Phase V without regard to their ownership of any particular percentage

of the total number of Shares into which Phase V is divided and not be construed as the Owners of 10% of the Shares in Phase V in aggregate.

**Chairman**

6. A meeting of the Owners of Phase V shall be presided over by the Chairman of the Phase V Owners Sub-Committee or if the meeting is convened under Clause 3(b) or 3(c) of this Section, the person convening the meeting.

**Minutes**

7. The Chairman shall cause the Manager to keep a record of the persons present at the meeting and the proceedings thereof.

**Voting**

8. (a) At a meeting of Owners of Phase V

- (i) an Owner shall have one vote in respect of each Share he owns;
- (ii) an Owner may cast a vote personally or by proxy;
- (iii) where 2 or more persons are the co-Owners of a Share, the vote in respect of the Share may be cast:
  - (I) by a proxy jointly appointed by the co-Owners;
  - (II) by a person appointed by the co-Owners from amongst themselves; or
  - (III) if no appointment is made under Clauses 8(a)(iii)(I) or 8(a)(iii)(II) of this Section, either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
- (iv) where 2 or more persons are the co-Owners of a Share and more than one of the co-Owners seek to cast a vote in respect of the Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Share in the register kept at the Land Registry shall be treated as valid;
- (v) if there is an equality of votes the person presiding over the meeting shall have in addition to a deliberative vote, a casting vote.

(b) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A of the Building Management Ordinance, and

- (i) shall be signed by the Owner; or
- (ii) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.

(c) The instrument appointing a proxy shall be lodged with the Chairman of the Phase V Owners Sub-Committee or, if the meeting is convened under Clauses 3(b) or 3(c) of this Section, the person convening the meeting at least 48 hours before the time for the holding of the meeting.

(d) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

(e) For the avoidance of doubt, there shall not be any votes attaching to Shares allocated to the Phase V Common Areas and Phase V Common Services and Facilities, the Phase V Residential Common Areas and Phase V Residential Common Services and Facilities, the Phase V Car Park Common Areas and Phase V Car Park Common Services and Facilities, the Phase V Residential & Carpark Common Areas and Phase V Residential & Carpark Common Services and Facilities and the Non-Station Development Common Areas within Phase V and Non-Station Development Common Services and Facilities within Phase V nor shall such Shares be taken into account for the purpose of counting a quorum of any meeting, and the Manager shall not be entitled to vote as trustee of the relevant Owners of the Shares allocated thereto at any meeting of the Owners of Phase V.

**Resolutions binding on Owners**

9. (a) Any resolution on any matter concerning Phase V, save only those matters referred to in Clause 11 of this Section, passed at a duly convened meeting by a majority vote of the Owners of Phase V present in person or by proxy and voting shall be binding on all the Owners of Phase V PROVIDED that:-

- (i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matter;
- (ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;
- (iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent therewith save as herein specifically provided;
- (iv) no resolution shall be valid to the extent that it is in conflict with or contrary to any order ruling or judgment of the Hong Kong courts or any mandatory provision of any statute;
- (v) no resolution (other than a resolution pursuant to Section D of the Principal Deed) shall adversely affect the use, operation or maintenance of the Phase V Government Accommodation or any part thereof or the services and facilities supplying or serving the Phase V Government Accommodation; and
- (vi) any resolution on matters or issues which in the reasonable opinion of MTR as the Owner of the Station Complex may affect or have an impact on the Station Complex and/or be ancillary or pertaining thereto, shall be subject to the agreement of MTR as the Owner of the Station Complex.

(b) A resolution may be passed as to the manner in which the powers and duties hereby conferred on the Manager are to be exercised or carried out but no such resolution shall invalidate any prior act of the Manager which would have been valid had that resolution not been passed.

**Accidental omission of notice**

10. The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting and any resolution passed thereat.

**Resolutions requiring special majority**

11. Notwithstanding the provisions of Clause 9 of this Section, no resolution in respect of the matters referred to in Section D of the Principal Deed shall be valid unless passed by the majorities specified therein.

**Audit of annual accounts**

12. Prior to the formation of the Owners Corporation, the Owners of Phase V at a meeting of the Owners of Phase V convened under this Deed shall have the power to require the annual accounts of Phase V to be audited by an independent auditor of their choice.

## SECTION F

### PHASE V OWNERS SUB-COMMITTEE

**Number of members**

1. (a) The Phase V Owners Sub-Committee shall consist of 4 members.
- (b) The members of the Phase V Owners Sub-Committee shall be made up of :
  - (i) 3 members as representatives of the Phase V Residential Development; and
  - (ii) 1 member(s) as representative(s) of the Phase V Car Park.

**Quorum**

2. (a) A quorum for meetings of the Phase V Owners Sub-Committee shall be at least 3 members.
- (b) Provided a quorum exists, the Phase V Owners Sub-Committee shall be entitled to act and continue to act notwithstanding that the number of its members falls below 4 or that for any reason less than 4 members are elected in the manner herein provided.

**Eligibility for appointment**

3. The following persons shall be eligible for appointment to the Phase V Owners Sub-Committee :-
  - (a) Any Owner (including any one of two or more co-Owners) of a Unit in Phase V.
  - (b) The duly authorised representative (provided that such authorisation shall be in writing addressed to the Phase V Owners Sub-Committee and may be revoked at any time on notice in writing given to the Phase V Owners Sub-Committee), in his place, of any Owner of a Unit in Phase V, being:
    - (i) the representative of an Owner which is a body corporate;
    - (ii) the husband, wife, or adult family member of an Owner provided such husband, wife or adult family member resides in or occupies such Owner's Unit; or
    - (iii) the occupying tenant of that Unit.

**Election of members**

4. (a) The Manager shall convene a meeting of the Owners of Phase V comprising :-
  - (i) each Tower in the Phase V Residential Development;
  - (ii) the Phase V Car Park; and
  - (iii) the Phase V Government Accommodation;

the first such meeting to be convened within nine months of the date of this Deed (and to call further and subsequent meetings if required), which meeting and each subsequent Annual Meeting (as referred to in sub-clause (b) below) must appoint the members of the Phase V Owners Sub-Committee and the Chairman and Secretary of the Phase V Owners Sub-Committee.

- (b) One such meeting, to be known as the Annual Meeting,

shall be held as soon as practicable after the end of each financial year (as defined by Clause 3 of Section J of the Principal Deed) for the purposes of receiving the Manager's report and an income and expenditure account and balance sheet for the previous financial year in respect of Phase V, and transacting any other business of which due notice is given in the notice convening the meeting.

(c) At the first meeting and at each subsequent Annual Meeting :

- (i) the Owners of each Tower in the Phase V Residential Development shall elect 1 representative(s) of that Tower to the Phase V Owners Sub-Committee;
- (ii) the Owners of the Phase V Car Park shall elect 1 representative(s) to the Phase V Owners Sub-Committee.

## **Officers**

5. (a) The Officers of the Phase V Owners Sub-Committee shall comprise :-

- (i) A Chairman;
- (ii) A Secretary;
- (iii) Such other officers (if any) as the Phase V Owners Sub-Committee may from time to time elect.

(b) All casual vacancies in the Officers shall be filled by election or appointment by the members of the Phase V Owners Sub-Committee from among them as they may from time to time determine.

(c) A meeting of the Phase V Owners Sub-Committee shall be presided over by:

- (i) the Chairman; or
- (ii) in the absence of the Chairman a member of the Phase V Owners Sub-Committee appointed as chairman for that meeting.

## **Tenure of office**

6. (a) Members of the Phase V Owners Sub-Committee shall hold office until the Annual Meeting of Owners of Phase V next following their appointment or election provided that if the office of the retiring members or any of them is not filled, or if in any year no Annual Meeting is held, such members or member shall continue in office until the next Annual Meeting.

(b) Retiring members of the Phase V Owners Sub-Committee shall be eligible for re-election or re-appointment as appropriate.

(c) A member of the Phase V Owners Sub-Committee shall nevertheless cease to hold office if :

- (i) he resigns by notice in writing to the Phase V Owners Sub-Committee;
- (ii) he ceases to be eligible;
- (iii) his authority is revoked by the Owners he represents;
- (iv) he, or the Owner(s) he represents, becomes bankrupt or insolvent or is convicted of a

- criminal offence other than a summary offence not involving dishonesty;
- (v) he becomes incapacitated by physical or mental illness;
- (vi) he, or the Owner(s) he represents, has defaulted in paying his contribution towards the Management Charges for more than one month;
- (vii) he, or the Owner(s) he represents, fails to observe and perform the provisions of the Principal Deed or this Deed.

(d) Any one or more members of the Phase V Owners Sub-Committee may be removed from office by a resolution of the Owners of Units of the part of Phase V which he represents at an Extraordinary Meeting convened for the purpose by the Manager, the Phase V Owners Sub-Committee or by Owners of Units in Phase V entitled to attend and vote at any such meeting who in the aggregate have vested in them not less than 20% of the Shares attributable to the part of Phase V which the member represents and at any such Meeting, new members of the Phase V Owners Sub-Committee may be appointed in the place of those removed from office.

**Votes of members**

7. Members of the Phase V Owners Sub-Committee shall be entitled to one vote each at Phase V Owners Sub-Committee meetings and resolutions shall be passed by a simple majority of those present in person or by proxy and voting. In the case of equality of voting the Chairman shall have a second or casting vote. Proxies shall be in writing and shall be deposited with the Chairman of the meeting prior to the commencement of the meeting. No resolution of the Phase V Owners Sub-Committee shall adversely affect the use, operation or maintenance of the Phase V Government Accommodation.

**Power to make rules**

8. The Phase V Owners Sub-Committee shall have full power to determine where, when and how often it shall meet and to make rules and bye-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations provided that no such regulation or bye-law shall be contrary to or inconsistent with the provisions of this Deed or the Principal Deed.

**Manager to be invited**

9. The Phase V Owners Sub-Committee shall invite the Manager to any meeting called by giving the Manager at least seven (7) days' notice in writing of the date, time and place of the meeting and the matters to be discussed.

**Power to call meeting**

10. The Chairman, any two members of the Phase V Owners Sub-Committee or the Manager may at any time convene a meeting of the Phase V Owners Sub-Committee provided that the person or persons convening the meeting shall, at least 7 days before the date of meeting, give to each member of the Phase V Owners Sub-Committee notice of the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. The notice of a meeting may be given:

- (a) by delivering it personally to the member;
- (b) by sending it by post to the member at his last known address;
- (c) by leaving the notice at the member's Unit or depositing the notice in the letter box for that Unit.

**Phase V Government Accommodation**

11. The Phase V Owners Sub-Committee shall invite to all of its meetings the person nominated from time to time by the Owner of the

**Representative**

Phase V Government Accommodation as its representative and provide the Owner of the Phase V Government Accommodation free of charge with agendas, notices and minutes of the said meetings. The Owner of the Phase V Government Accommodation shall notify the Phase V Owners Sub-Committee in writing of its representative from time to time. The representative of the Owner of the Phase V Government Accommodation attending any meeting of the Phase V Owners Sub-Committee shall be entitled to make his views known to the Phase V Owners Sub-Committee on any subject for discussion but shall have no vote.

**SECTION G**

**PHASE V HOUSE RULES**

**Phase V House Rules  
first in force**

1. The Phase V House Rules set out in the Fourth Schedule hereto shall be deemed to have come into force on the date of this Deed in respect of Phase V and shall remain in force until revoked or amended as hereinafter provided.

**Making and  
Amendment of  
Phase V House Rules**

2. The Manager shall have power from time to time to make, revoke and amend the Phase V House Rules regulating the use, occupation, maintenance and environmental control of Phase V and the conduct of persons occupying, visiting or using the same and the Phase V House Rules shall not be inconsistent with or contravene the provisions of the Principal Deed, this Deed, the Building Management Ordinance or the Government Grant Provided That if the Phase V Owners Sub-Committee is in existence, the Phase V House Rules shall only be made, revoked or amended by the Manager with the prior approval of the Phase V Owners Sub-Committee.

**Phase V House Rules to  
be posted on notice  
boards**

3. Copies of the Phase V House Rules from time to time in force shall be posted on the public notice boards in Phase V.

**Phase V House Rules not  
adversely affect Phase V  
Government  
Accommodation**

4. The Phase V House Rules shall not adversely affect or interfere with the use, operation and enjoyment of Phase V Government Accommodation.

## SECTION H

### INTERPRETATION AND MISCELLANEOUS

**Marginal notes,  
headings and index**

1. The marginal notes, headings and index are intended for guidance only and do not form part of this Deed nor shall any of the provisions of this Deed be construed or interpreted by reference thereto or in any way affected or limited thereby.

**Plurals and genders**

2. In this Deed (if the context so permits or requires) words importing the singular number only shall include the plural number and vice versa, words importing the masculine gender only shall include the feminine gender and neuter gender and words importing persons shall include corporations.

**Service of notices**

3. (a) All notices or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by prepaid post to or left at the Unit of which the party to be served is the Owner notwithstanding that such party shall not personally occupy such Unit Provided That where notice is to be given to an Owner who is a mortgagee, such notice shall be served on the mortgagee, if a Company, at its last known place of business or, if an individual at his last known residence in Hong Kong Provided further that where notice or demand is to be given to the Owner of the Phase V Government Accommodation, such notice or demand shall be sent free of charge to the FSI by prepaid post or delivered by hand to the GPA, Government Property Agency, 31<sup>st</sup> Floor, Revenue Tower, 5 Gloucester Road, Wanchai, Hong Kong or to such other person and address nominated by FSI in writing.

(b) All notices required to be given to the Manager under this Deed shall be properly served if sent by prepaid post to or left at their registered office or the management office in Phase V of the Development or such other address as may be notified by the Manager from time to time.

(c) All notices required to be given to the Phase V Owners Sub-Committee shall be properly served if sent by prepaid post to or left with the Chairman or Secretary of the Phase V Owners Sub-Committee at his usual residential address.

(d) All non-resident Owners shall provide the Manager with an address within Hong Kong for service of process and notices to be given pursuant to this Deed.

**Covenants to run with  
the Land**

4. The mutual covenants herein contained are intended to be annexed to and shall run with the Land and each and every Share therein and shall be enforceable by and against the Owner for the time being of any such Share both as to the benefit and burden of such covenants, and any Ordinance or other statutory enactment for the time being in force concerning the enforcement of mutual covenants relating to land or buildings shall apply to this Deed.

**Chinese Translation**

5. Within one month of the date of this Deed, MTR shall at its own cost cause a direct translation in Chinese of this Deed to be made and deposit a copy of this Deed and the Chinese translation in the management office in Phase V for inspection by all Owners of Phase V free of charge and for taking copies at their expense and upon payment of reasonable copying charges. All charges received shall be credited to the Special Fund for Phase V. In the event of a dispute as to the effect of the

Chinese translation and the English document, the English version approved by the Director is to prevail.

**Building Management Ordinance**

6. (a) Nothing in this Deed shall prejudice or in any way be construed or constructed so as to prejudice or exclude the operation of the provisions of the Building Management Ordinance and the Schedules thereto.

(b) MTR shall deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (English and Chinese versions) in the management office in Phase V for reference by all Owners of Phase V free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund for Phase V.

**Works and Installations**

7. (a) MTR shall compile for the reference of the Owners of Phase V and the Manager a maintenance manual for the Works and Installations ("**the Works Manual**") setting out the following details :

- (i) As-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
- (ii) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
- (iii) Recommended maintenance strategy and procedures;
- (iv) A list of items of the Works and Installations requiring routine maintenance;
- (v) Recommended frequency of routine maintenance inspection;
- (vi) Checklist and typical inspection record sheets for routine maintenance inspection; and
- (vii) Recommended maintenance cycle of the Works and Installations;

Provided That MTR shall seek the prior written approval of the Owner of the Phase V Government Accommodation if the relevant Works and Installations directly affects the Phase V Government Accommodation.

(b) MTR shall deposit a full copy of the Works Manual in the management office in Phase V within one month of the date of this Deed for inspection by all Owners of Phase V free of charge and taking copies at their own expense and on payment of a reasonable charge which shall be credited to the Special Fund for Phase V.

(c) The Owners of Phase V shall at their own expense inspect, maintain and carry out all necessary works for the maintenance of Phase V and their own Units including the Works and Installations.

(d) All costs incidental to the preparation of the schedule for the Works and Installations and the Works Manual shall be borne by MTR.

(e) The Owners of Phase V may, by a resolution of Owners at an Owners' meeting of Phase V convened under this Deed,

decide on any necessary revisions to be made to the schedule for the Works and Installations and the Works Manual from time to time as they shall deem fit, in which event the Manager shall procure from a qualified professional or consultant the revised schedule for the Works and Installations and the revised Works Manual within such time as may be prescribed by the Owners of Phase V in an Owners' meeting of Phase V convened under this Deed. All costs incidental to the preparation of the revised schedule for the Works and Installations and the revised Works Manual shall be paid out of the Special Fund for Phase V.

(f) The Manager shall deposit the revised Works Manual in the management office in Phase V within one month from the date of its preparation for inspection by all Owners of Phase V free of charge and taking copies at their own expense and on payment of a reasonable charge which shall be credited to the Special Fund for Phase V.

**Paragraphs 7(7) and 7(8)  
of Schedule 7 to Building  
Management Ordinance**

8. (a) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Non-Station Development, and the Owners Corporation has appointed a Manager under Clause 2(j)(ii) of Section H of the Principal Deed, the Owners Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under Clause 2(j)(ii) of Section H of the Principal Deed that may otherwise render that person liable for a breach of that undertaking or agreement.

(b) Clauses 2(d), (e), (f), (g), (h), (i) and (j) of Section H of the Principal Deed and sub-clause (a) of this Clause are subject to any notice relating to the Non-Station Development that may be published by the Secretary for Home Affairs under section 34E(4) of the Building Management Ordinance but does not apply to any single manager referred to in that section.

**THE FIRST SCHEDULE**  
**PART I**  
**ALLOCATION OF SHARES**

		<u>No. of Shares</u>
<b>Phase V Residential Development :</b>		
Tower 1 (1A)	152,680	
Tower 1 (1B)	150,133	
Tower 2 (2A)	138,550	
Tower 2 (2B)	147,281	
Tower 3 (3A)	132,425	
Tower 3 (3B)	134,702	855,771
<b>Phase V Government Accommodation :</b>		
Portion of the Permanent PTI		95,712
Public Toilet		1,433
<b>Phase V Car Park :</b>		
(i) 84 Car Parking Spaces Nos.R3001 to R3084 on Ground Floor (125 Shares each)	10,500	
(ii) 104 Car Parking Spaces Nos.R2001 to R2104 on 1 <sup>st</sup> Floor (125 Shares each)	13,000	
(iii) 75 Car Parking Spaces Nos.R1001 to R1075 on 2 <sup>nd</sup> Floor (125 Shares each)	9,375	
(iv) 16 Motor Cycle Parking Spaces Nos.M201 to M216 on 1 <sup>st</sup> Floor (24 Shares each)	384	
(v) 12 Motor Cycle Parking Spaces Nos.M101 to M112 on 2 <sup>nd</sup> Floor (24 Shares each)	288	33,547
<b>Common Areas and Common Services and Facilities :</b>		
(i) Phase V Common Areas and Phase V Common Services and Facilities	25,612	
(ii) Phase V Car Park Common Areas and Phase V Car Park Common Services and Facilities	44,534	
(iii) Phase V Residential Common Areas and Phase V Residential Common Services and Facilities	270,037	
(iv) Phase V Residential & Carpark Common Areas and Phase V Residential & Carpark Common Services and Facilities	6,641	
(v) Non-Station Development Common Areas within Phase V and Non-Station Development Common Services and Facilities within Phase V	12,345	359,169
<b>Phase V Retained Areas:</b>		1,424
<b>Total Shares :</b>		<b>1,347,056</b>

**Allocation of Shares to each Phase V Residential Unit**

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares allocated to each Flat</u>	<u>Sub-Total</u>	
1 (1A)	6/F	A (with Flat Roof)	986	986	
		B (with Flat Roof)	773	773	
		C (with Flat Roof)	426	426	
		D (with Flat Roof)	516	516	
	7/F – 26/F (16 storeys)	A	986	15,776	
		B	765	12,240	
		C	416	6,656	
		D	510	8,160	
	27/F – 43/F (16 storeys)	A	986	15,776	
		B	767	12,272	
		C	414	6,624	
		D	510	8,160	
	46/F – 58/F (12 storeys)	A	986	11,832	
		B	768	9,216	
		C	413	4,956	
		D	510	6,120	
	59/F – 70/F (11 storeys)	A	986	10,846	
		B	770	8,470	
		C	411	4,521	
		D	510	5,610	
	71/F	A (with Roof)	1,025	1,025	
		B (with Roof)	805	805	
		C (with Roof)	429	429	
		D (with Roof)	485	485	
					-----
					152,680

Notes

1. There are no designations of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 16/F and 45/F are refuge floors.

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares allocated to each Flat</u>	<u>Sub-Total</u>
1 (1B)	6/F	A	726	726
		B (with Flat Roof)	518	518
		C (with Flat Roof)	530	530
		D (with Flat Roof)	508	508
		E (with Flat Roof)	433	433
	7/F – 26/F (16 storeys)	A	726	11,616
		B	503	8,048
		C	493	7,888
		D	493	7,888
		E	415	6,640
	27/F – 43/F (16 storeys)	A	727	11,632
		B	504	8,064
		C	492	7,872
		D	492	7,872
		E	416	6,656
	46/F – 58/F (12 storeys)	A	727	8,724
		B	504	6,048
		C	491	5,892
		D	491	5,892
		E	417	5,004
	59/F – 70/F (11 storeys)	A	727	7,997
		B	505	5,555
		C	489	5,379
		D	490	5,390
		E	418	4,598
	71/F	A (with Flat Roof, Roof and Stairhood)	1,321	1,321
		C (with Roof)	504	504
		D (with Roof)	505	505
		E (with Roof)	433	433
				150,133

Notes

1. There are no designations of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 16/F and 45/F are refuge floors.

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares allocated to each Flat</u>	<u>Sub-Total</u>
2 (2A)	6/F	A (with Flat Roof)	645	645
		B (with Flat Roof)	584	584
		C (with Flat Roof)	420	420
		D (with Flat Roof)	336	336
		E (with Flat Roof)	562	562
	7/F – 26/F (16 storeys)	A	600	9,600
		B	593	9,488
		C	419	6,704
		D	334	5,344
		E	525	8,400
	27/F – 43/F (16 storeys)	A	602	9,632
		B	595	9,520
		C	416	6,656
		D	333	5,328
		E	525	8,400
	46/F – 58/F (12 storeys)	A	604	7,248
		B	597	7,164
		C	415	4,980
		D	332	3,984
		E	524	6,288
	59/F – 69/F (10 storeys)	A	606	6,060
		B	599	5,990
		C	412	4,120
		D	330	3,300
		E	524	5,240
70/F	A (with Roof)	638	638	
	B (with Roof)	628	628	
	C (with Roof)	431	431	
	D	321	321	
	E (with Roof)	539	539	
				138,550

Notes

1. There are no designations of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 16/F and 45/F are refuge floors.

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares allocated to each Flat</u>	<u>Sub-Total</u>
2 (2B)	6/F	A	724	724
		B (with Flat Roof)	522	522
		C (with Flat Roof)	529	529
		D (with Flat Roof)	510	510
		E (with Flat Roof)	416	416
	7/F – 26/F (16 storeys)	A	724	11,584
		B	503	8,048
		C	493	7,888
		D	492	7,872
		E	415	6,640
	27/F – 43/F (16 storeys)	A	725	11,600
		B	503	8,048
		C	492	7,872
		D	491	7,856
		E	416	6,656
	46/F – 58/F (12 storeys)	A	725	8,700
		B	504	6,048
		C	491	5,892
		D	490	5,880
		E	417	5,004
	59/F – 69/F (10 storeys)	A	725	7,250
		B	505	5,050
		C	489	4,890
		D	489	4,890
		E	418	4,180
	70/F	A (with Flat Roof, Roof and Stairhood)	1,287	1,287
		C (with Roof)	505	505
D (with Roof)		506	506	
E (with Roof)		434	434	
				147,281

Notes

1. There are no designations of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 16/F and 45/F are refuge floors.

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares allocated to each Flat</u>	<u>Sub-Total</u>
3 (3A)	6/F	A (with Flat Roof)	725	725
		B (with Flat Roof)	545	545
		C (with Flat Roof)	430	430
		D (with Flat Roof)	336	336
		E (with Flat Roof)	552	552
	7/F – 26/F (16 storeys)	A	680	10,880
		B	533	8,528
		C	421	6,736
		D	336	5,376
		E	525	8,400
	27/F – 43/F (16 storeys)	A	682	10,912
		B	535	8,560
		C	419	6,704
		D	334	5,344
		E	525	8,400
	46/F – 58/F (12 storeys)	A	683	8,196
		B	536	6,432
		C	418	5,016
		D	333	3,996
		E	525	6,300
	59/F – 66/F (7 storeys)	A	686	4,802
		B	538	3,766
		C	416	2,912
		D	331	2,317
		E	524	3,668
67/F	A (with Roof)	726	726	
	B (with Roof)	568	568	
	C (with Roof)	437	437	
	D	321	321	
	E (with Roof)	540	540	
				132,425

Notes

1. There are no designations of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 16/F and 45/F are refuge floors.

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares allocated to each Flat</u>	<u>Sub-Total</u>
3 (3B)	6/F	A	724	724
		B (with Flat Roof)	504	504
		C (with Flat Roof)	490	490
		D (with Flat Roof)	486	486
		E (with Flat Roof)	337	337
	7/F – 26/F (16 storeys)	A	724	11,584
		B	502	8,032
		C	493	7,888
		D	490	7,840
		E	331	5,296
	27/F – 43/F (16 storeys)	A	724	11,584
		B	503	8,048
		C	492	7,872
		D	489	7,824
		E	332	5,312
	46/F – 58/F (12 storeys)	A	724	8,688
		B	504	6,048
		C	491	5,892
		D	489	5,868
		E	332	3,984
	59/F – 66/F (7 storeys)	A	724	5,068
		B	505	3,535
		C	489	3,423
		D	489	3,423
		E	332	2,324
	67/F	A (with Flat Roof, Roof and Stairhood)	1,286	1,286
		C (with Roof)	505	505
D (with Roof)		505	505	
E		332	332	
				134,702

Notes

1. There are no designations of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 16/F and 45/F are refuge floors.

**THE FIRST SCHEDULE**  
**PART II**  
**ALLOCATION OF MANAGEMENT UNITS**

		<b><u>No. of Management Units</u></b>
<b>Phase V Residential Development :</b>		
Tower 1 (1A)	152,680	
Tower 1 (1B)	150,133	
Tower 2 (2A)	138,550	
Tower 2 (2B)	147,281	
Tower 3 (3A)	132,425	
Tower 3 (3B)	134,702	855,771
<b>Phase V Government Accommodation :</b>		
Portion of the Permanent PTI		0
Public Toilet		0
<b>Phase V Car Park :</b>		
(i) 84 Car Parking Spaces Nos.R3001 to R3084 on Ground Floor (125 Management Units each)	10,500	
(ii) 104 Car Parking Spaces Nos.R2001 to R2104 on 1 <sup>st</sup> Floor (125 Management Units each)	13,000	
(iii) 75 Car Parking Spaces Nos.R1001 to R1075 on 2 <sup>nd</sup> Floor (125 Management Units each)	9,375	
(iv) 16 Motor Cycle Parking Spaces Nos.M201 to M216 on 1 <sup>st</sup> Floor (24 Management Units each)	384	
(v) 12 Motor Cycle Parking Spaces Nos.M101 to M112 on 2 <sup>nd</sup> Floor (24 Management Units each)	288	33,547
<b>Common Areas and Common Services and Facilities comprising :</b>		
Phase V Common Areas and Phase V Common Services and Facilities, Phase V Car Park Common Areas and Phase V Car Park Common Services and Facilities, Phase V Residential Common Areas and Phase V Residential Common Services and Facilities, Phase V Residential & Carpark Common Areas and Phase V Residential & Carpark Common Services and Facilities and Non-Station Development Common Areas within Phase V and Non-Station Development Common Services and Facilities within Phase V		0
<b>Phase V Retained Areas:</b>		1,424
<b>Total Management Units :</b>		<b>890,742</b>

**Allocation of Management Units to each Phase V Residential Unit**

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units allocated to each Flat</u>	<u>Sub-Total</u>
1 (1A)	6/F	A (with Flat Roof)	986	986
		B (with Flat Roof)	773	773
		C (with Flat Roof)	426	426
		D (with Flat Roof)	516	516
	7/F – 26/F (16 storeys)	A	986	15,776
		B	765	12,240
		C	416	6,656
		D	510	8,160
	27/F – 43/F (16 storeys)	A	986	15,776
		B	767	12,272
		C	414	6,624
		D	510	8,160
	46/F – 58/F (12 storeys)	A	986	11,832
		B	768	9,216
		C	413	4,956
		D	510	6,120
	59/F – 70/F (11 storeys)	A	986	10,846
		B	770	8,470
		C	411	4,521
		D	510	5,610
71/F	A (with Roof)	1,025	1,025	
	B (with Roof)	805	805	
	C (with Roof)	429	429	
	D (with Roof)	485	485	
				-----
				152,680

Notes

1. There are no designations of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 16/F and 45/F are refuge floors.

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units allocated to each Flat</u>	<u>Sub-Total</u>
1 (1B)	6/F	A	726	726
		B (with Flat Roof)	518	518
		C (with Flat Roof)	530	530
		D (with Flat Roof)	508	508
		E (with Flat Roof)	433	433
	7/F – 26/F (16 storeys)	A	726	11,616
		B	503	8,048
		C	493	7,888
		D	493	7,888
		E	415	6,640
	27/F – 43/F (16 storeys)	A	727	11,632
		B	504	8,064
		C	492	7,872
		D	492	7,872
		E	416	6,656
	46/F – 58/F (12 storeys)	A	727	8,724
		B	504	6,048
		C	491	5,892
		D	491	5,892
		E	417	5,004
	59/F – 70/F (11 storeys)	A	727	7,997
		B	505	5,555
		C	489	5,379
		D	490	5,390
		E	418	4,598
	71/F	A (with Flat Roof, Roof and Stairhood)	1,321	1,321
		C (with Roof)	504	504
D (with Roof)		505	505	
E (with Roof)		433	433	
				----- 150,133

Notes

1. There are no designations of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 16/F and 45/F are refuge floors.

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units allocated to each Flat</u>	<u>Sub-Total</u>
2 (2A)	6/F	A (with Flat Roof)	645	645
		B (with Flat Roof)	584	584
		C (with Flat Roof)	420	420
		D (with Flat Roof)	336	336
		E (with Flat Roof)	562	562
	7/F – 26/F (16 storeys)	A	600	9,600
		B	593	9,488
		C	419	6,704
		D	334	5,344
		E	525	8,400
	27/F – 43/F (16 storeys)	A	602	9,632
		B	595	9,520
		C	416	6,656
		D	333	5,328
		E	525	8,400
	46/F – 58/F (12 storeys)	A	604	7,248
		B	597	7,164
		C	415	4,980
		D	332	3,984
		E	524	6,288
	59/F – 69/F (10 storeys)	A	606	6,060
		B	599	5,990
		C	412	4,120
		D	330	3,300
		E	524	5,240
70/F	A (with Roof)	638	638	
	B (with Roof)	628	628	
	C (with Roof)	431	431	
	D	321	321	
	E (with Roof)	539	539	
				----- 138,550

Notes

1. There are no designations of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 16/F and 45/F are refuge floors.

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units allocated to each Flat</u>	<u>Sub-Total</u>
2 (2B)	6/F	A	724	724
		B (with Flat Roof)	522	522
		C (with Flat Roof)	529	529
		D (with Flat Roof)	510	510
		E (with Flat Roof)	416	416
	7/F – 26/F (16 storeys)	A	724	11,584
		B	503	8,048
		C	493	7,888
		D	492	7,872
		E	415	6,640
	27/F – 43/F (16 storeys)	A	725	11,600
		B	503	8,048
		C	492	7,872
		D	491	7,856
		E	416	6,656
	46/F – 58/F (12 storeys)	A	725	8,700
		B	504	6,048
		C	491	5,892
		D	490	5,880
		E	417	5,004
	59/F – 69/F (10 storeys)	A	725	7,250
		B	505	5,050
		C	489	4,890
D		489	4,890	
E		418	4,180	
70/F	A (with Flat Roof, Roof and Stairhood)	1,287	1,287	
	C (with Roof)	505	505	
	D (with Roof)	506	506	
	E (with Roof)	434	434	
				-----
			147,281	

Notes

1. There are no designations of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 16/F and 45/F are refuge floors.

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units allocated to each Flat</u>	<u>Sub-Total</u>
3 (3A)	6/F	A (with Flat Roof)	725	725
		B (with Flat Roof)	545	545
		C (with Flat Roof)	430	430
		D (with Flat Roof)	336	336
		E (with Flat Roof)	552	552
	7/F – 26/F (16 storeys)	A	680	10,880
		B	533	8,528
		C	421	6,736
		D	336	5,376
		E	525	8,400
	27/F – 43/F (16 storeys)	A	682	10,912
		B	535	8,560
		C	419	6,704
		D	334	5,344
		E	525	8,400
	46/F – 58/F (12 storeys)	A	683	8,196
		B	536	6,432
		C	418	5,016
		D	333	3,996
		E	525	6,300
	59/F – 66/F (7 storeys)	A	686	4,802
		B	538	3,766
		C	416	2,912
		D	331	2,317
		E	524	3,668
67/F	A (with Roof)	726	726	
	B (with Roof)	568	568	
	C (with Roof)	437	437	
	D	321	321	
	E (with Roof)	540	540	
				----- 132,425

Notes

1. There are no designations of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 16/F and 45/F are refuge floors.

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units allocated to each Flat</u>	<u>Sub-Total</u>
3 (3B)	6/F	A	724	724
		B (with Flat Roof)	504	504
		C (with Flat Roof)	490	490
		D (with Flat Roof)	486	486
		E (with Flat Roof)	337	337
	7/F – 26/F (16 storeys)	A	724	11,584
		B	502	8,032
		C	493	7,888
		D	490	7,840
		E	331	5,296
	27/F – 43/F (16 storeys)	A	724	11,584
		B	503	8,048
		C	492	7,872
		D	489	7,824
		E	332	5,312
	46/F – 58/F (12 storeys)	A	724	8,688
		B	504	6,048
		C	491	5,892
		D	489	5,868
		E	332	3,984
	59/F – 66/F (7 storeys)	A	724	5,068
		B	505	3,535
		C	489	3,423
		D	489	3,423
		E	332	2,324
67/F	A (with Flat Roof, Roof and Stairhood)	1,286	1,286	
	C (with Roof)	505	505	
	D (with Roof)	505	505	
	E	332	332	
				-----
				134,702

Notes

1. There are no designations of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F.
2. 16/F and 45/F are refuge floors.

**THE SECOND SCHEDULE**  
**PART I**  
**EASEMENTS**

Right to pass

1. Full right and liberty for the Owner for the time being, his servants, agents, licensees, tenants and lawful occupants :

- (a) of a Phase V Residential Unit to go, pass and re-pass over and along and upon the Phase V Common Areas, the Phase V Residential Common Areas and the Phase V Residential & Carpark Common Areas in common with all others having the like right;
- (b) of a Phase V Car Parking Space to go, pass and re-pass over and along and upon the Phase V Common Areas, the Phase V Car Park Common Areas and the Phase V Residential & Carpark Common Areas in common with all others having the like right;
- (c) of the Phase V Government Accommodation to go, pass and re-pass over and along and upon the Phase V Common Areas in common with all others having the like right;
- (d) of the Phase V Retained Areas to go, pass and re-pass over and along and upon the Phase V Common Areas in common with all others having the like right;

for all purposes connected with the proper use and enjoyment of his Unit.

Rights of Owners of the Phase V Car Parking Spaces

2. Subject to the provisions of Clauses 8 and 9 of Section D of this Deed and to the management expenses for the Common EV Facilities to be borne by the Owners of Phase V Car Parking Spaces, the full right and liberty (Subject Always to the rights of the Manager under the Principal Deed and this Deed) for the Owner of a Phase V Car Parking Space for the time being at his own cost and expense to install, maintain, repair and replace an electric meter and such associated facilities within the electric meter room of the Phase V Car Park Common Areas and to lay and/or maintain, repair and replace such cables, base box, socket outlets, protective and security devices within the Phase V Car Park Common Areas at such locations and in such manner to be approved by the Manager (including but not limited to the designation of routing and the manner of which such installation, maintenance, repair and replacement is carried out) for the purposes of or in connection with the proper use and enjoyment and operation of the Non-Common EV Facilities serving his Phase V Car Parking Space exclusively.

Rights relating to Visitors' Car Parking Spaces

3. Subject to the terms of the Government Grant and the provisions of Clause 11 of the Third Schedule to this Deed, the full right and liberty for the Owner for the time being of a Phase V Residential Unit, his servants, agents, licensees, tenants and lawful occupants to go, pass and re-pass over and along and upon the Phase V Car Park Common Areas and to use the Phase V Car Park Common Services and Facilities in common with all others having the like right for the purposes of access and egress to and from the Visitors' Car Parking Spaces in the Phase V Car Park.

Rights relating to Phase V Government Accommodation

4. In addition to the rights provided under Clause 2 of Part I of the Second Schedule to the Principal Deed, FSI, its lessees, tenants, licensees and persons authorised by it and the Owners or occupiers for the time

being of the Phase V Government Accommodation or any part thereof shall have all such other rights, privileges and easements as may be deemed necessary or desirable by the Director.

**THE SECOND SCHEDULE**  
**PART II**  
**EXCEPTIONS AND RESERVATIONS**

- |   |  |
|---|--|
| Rights of other Owners  | 1. Easements, rights and privileges set out in Part II of the Second Schedule of the Principal Deed.   |
| Reservation of Rights by MTR as registered owner  | 2. Pursuant to Clause 3(a) of Part II of the Second Schedule to the Principal Deed, MTR as the registered owner shall, after completion and operation of the Permanent PTI, have the right to enter into and upon such parts of Ground Floor and 2 <sup>nd</sup> Floor of the buildings erected on Phase V as for identification purpose only shown coloured Yellow Hatched Black on the Ground Floor and 2 <sup>nd</sup> Floor Plans annexed hereto (“the Temporary Structure Areas”) for the purpose of carrying out removal works of existing temporary extension joint to Exit A of LOHAS Park Station erected thereon and reinstatement works of the Temporary Structure Areas, subject as provided in Clause 3(a) of Part II of the Second Schedule to the Principal Deed.   |
| Rights relating to utility pits and trenches  | 3. Pursuant and subject to Clause 1(c) of Part I of the Second Schedule to the Principal Deed, the right of the Owners of the other Phases to free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, air-conditioning, telephone and other utilities or services from and to the other parts of the Non-Station Development through the sewers, drains, pipes, flues, conduits, ducts, wires, cables and other conducting media which are now or may at any time during the Term be in or passing through the utility pits and trenches within Site G Provided That the Owners of such other Phases shall be responsible for the cost of repair and maintenance of such sewers, drains, pipes, flues, conduits, ducts, wires, cables and other conducting media serving them respectively and also contribute to the cost of repair and maintenance of the relevant utility pits and trenches within Site G in such proportion determined in accordance with Clause 5 of Section J of the Principal Deed (in particular the proviso thereto).   |
| Rights relating to Phase V Covered Pedestrian Walkway, covered walkway and Phase V Retained Areas | 4. (a) Subject to the terms of the Government Grant, the right for all members of the public to go, pass and repass over and along and upon the Phase V Covered Pedestrian Walkway 24 hours a day free of charge without any interruption.<br><br>(b) Subject to the terms of the Government Grant, the right for all members of the public to go, pass and repass over and along and upon the Phase V Retained Areas and the covered walkway on the 5 <sup>th</sup> Floor forming part of the Phase V Common Areas as shown on the 5 <sup>th</sup> Floor Plan annexed hereto 24 hours a day free of charge without any interruption to get access to the Mass Transit Railway Station of the Station Complex.<br><br>(c) Subject to the terms of the Government Grant, the right for the Owners of the Shares and other persons authorized by them or their assigns to pass and repass the Phase V Retained Areas and the covered walkway on the 5 <sup>th</sup> Floor forming part of the Phase V Common Areas as shown on the 5 <sup>th</sup> Floor Plan annexed hereto (both of which forming part of the Internal Transport System as defined under Special Condition No.(60)(a) of the Government Grant) freely at all times and for all lawful purposes and free of any payment to and from Any of the Sites (as defined in Special Condition No.(1)(b) of the Government Grant). |

**THE THIRD SCHEDULE**  
**RESTRICTIONS AND PROHIBITIONS**

- |   |  |
|---|--|
| Not to partition                                | 1. Not to partition any Phase V Residential Unit or Phase V Car Parking Space.   |
| User  | 2. (a) Not to use or permit or suffer to be used any Phase V Residential Unit for any purpose whatsoever other than as a private dwelling.<br><br>(b) Not to use or permit or suffer to be used any Phase V Car Parking Space other than for the parking of one private motor vehicle or one private motor cycle (as the case may be).   |
| Not to make alterations or additions            | 3. (a) Other than in exceptional circumstances and subject to the prior written consent of the Manager, not to make any structural alterations or additions or paint the outside of the Phase V Residential Units, alter the exterior window glass, alter or remove the railings or balustrades on any Phase V Utility Platform or Phase V Balcony, or generally do anything that might alter or affect the external appearance of the Phase V Residential Units.<br><br>(b) Not to make any structural alteration which will interfere with or affect the rights of the other Owners.   |
| Phase V Balconies and Phase V Utility Platforms | 4. (a) Not to cause, permit, suffer or allow any Phase V Balcony and the covered area underneath such Phase V Balcony or any Phase V Utility Platform and the covered area underneath such Phase V Utility Platform to be enclosed above safe parapet height other than as under the Approved Plans by any material of whatsoever kind or nature, and to keep and maintain any Phase V Balcony or Phase V Utility Platform in the design and layout as provided under the Approved Plans.<br><br>(b) Not to erect, affix or place or cause or permit or suffer or allow to be erected, affixed or placed any structure or partition of any material whether of a permanent or temporary nature on any Phase V Balcony or Phase V Utility Platform or any part thereof. |
| Not to hang washing                             | 5. Not to use or permit or suffer to be used any portion of any Unit or the roofs or flat roofs (if any) held and enjoyed therewith, other than the place provided therein specifically therefor, for the washing or drying of clothes or any similar purpose or in any way which may alter the external appearance of the buildings or cause damage, nuisance, annoyance or inconvenience to the other Owners and occupiers of the Land and the Development.  |
| Not to exhibit signs                            | 6. Not to exhibit in or upon any Phase V Residential Unit any name, writing, drawing, signboard, plate, advertisement or placard of any kind.  |
| Not to misuse lavatories                        | 7. Not to use or permit or suffer to be used any water closet or other water apparatus on or in the Land and the Development (including those within the Phase V Residential Units) for any purpose other than that for which they are intended and not to throw or permit or suffer to be thrown into any W.C. pan, urinal, basin, sink or other lavatory fitting any foreign or deleterious substance of any kind and to pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision. The cost of clearing any blockage and/or making good any breakage or damage resulting from their misuse will be charged to the person responsible or to the Owner of the Unit in which                                    |

the problem originated.

Not to obstruct  
Common Areas

8. (a) Not to use or cause or permit or suffer the use of any of the Phase V Residential Common Areas, the Phase V Car Park Common Areas, the Phase V Residential & Carpark Common Areas, the Phase V Common Areas or the Non-Station Development Common Areas within Phase V for the purpose of drying laundry (except in the places specifically provided therefor) or hanging or placing or storing any article or thing thereon or therein and not to permit servants (or the children of any servant) or any other person to use the same for loitering or eating.

(b) Not to encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, dustbins, packaging goods, rubbish, chattels or other obstruction of any kind or nature any of the Phase V Residential Common Areas, the Phase V Car Park Common Areas, the Phase V Residential & Carpark Common Areas, the Phase V Common Areas or the Non-Station Development Common Areas within Phase V and the Manager shall be entitled without notice and at the Owner's expense to remove and dispose of as they see fit any such material aforesaid and the Manager shall not thereby incur any liability to the Owner or any other person whomsoever and each and every Owner hereby agrees to keep the Manager indemnified against all losses, claims, damages or expenses of and against the Manager in respect thereof.

No erection of  
metal grilles  
and shutters

9. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows or door or doors or entrance or entrances of any Phase V Residential Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap.95) or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Phase V Residential Common Areas or the Phase V Residential Common Services and Facilities and the design of any metal grille or shutter or gate shall, prior to the installation thereof, first be submitted to the Manager for his approval in writing and the subsequent installation shall follow strictly the approved design and any conditions that may be imposed.

Not to obstruct  
driveways

10. Not to park in, obstruct or otherwise use or permit or suffer any servant, agent, visitor or licensee to park in, obstruct or otherwise use those areas of the Land and the Development allocated to the parking, movement or access of vehicles or designated as loading and unloading areas otherwise than in accordance with the Phase V House Rules from time to time made pursuant to Section G of this Deed or the Building Rules made pursuant to Section K of the Principal Deed.

Visitors' Car Parking  
Spaces

11. The Visitors' Car Parking Spaces in the Phase V Car Park, which form parts of the Phase V Car Park Common Areas, shall be used only for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the visitors or invitees of the Owners or occupiers of the Phase V Residential Development.

Parking spaces for  
disabled persons

12. (a) The parking spaces for disabled persons in the Phase V Car Park, which form parts of the Phase V Car Park Common Areas, shall be used only 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 of the Phase V Residential Development and their bona fide guests, visitors and invitees.

(b) Where any Visitors' Car Parking Spaces are designated as parking spaces for disabled persons under Special Condition No.(44)(a)(vii)(I) of the Government Grant, the use of such Visitors' Car Parking Spaces shall be subject to the observance of both Clause 11 and Clause 12(a) of this Schedule.

Loading and unloading bays

13. The loading and unloading bays on the 3<sup>rd</sup> Floor of the buildings erected on Phase V, which form parts of the Phase V Residential Common Areas, shall be used only for the purpose of loading and unloading by the Owners or residents of the Phase V Residential Development.

Pedal-cycle parking spaces

14. The pedal-cycle parking spaces in the Phase V Car Park, which form parts of the Phase V Residential Common Areas, shall be used only for the parking of pedal-cycles belonging to the Owners, occupiers, visitors or invitees of the Owners or occupiers of the Phase V Residential Development.

No demolition or alteration of partition walls and/or floor/roof slabs

15. (a) No Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase V Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase V Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase V Residential Unit, except with the prior written consent of the Director or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

(b) The Manager shall deposit in the management office of Phase V the record provided by the Director or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase V free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase V.

**THE FOURTH SCHEDULE**  
**PHASE V HOUSE RULES**

1. (a) The purpose of Phase V House Rules is to help maintain and preserve Phase V of the Non-Station Development as a high quality residential estate. They are for the benefit of all Owners of Phase V and residents and occupiers, on whom (together with their tenants, licensees, guests, servants and agents) they are binding.
- (b) The Phase V House Rules are supplementary to the Principal Deed and this Deed, the terms of which will prevail in the event of any conflict.
- (c) The Manager is empowered to enforce the Phase V House Rules and, from time to time as necessary, to amend or revoke them or make new rules in accordance with Section G of this Deed.
2. (a) The movement and parking of vehicles within Phase V (except the Phase V Government Accommodation) is under the control of the Manager and all drivers must comply with directions given by the staff of the Manager.
- (b) The speed limit on Phase V is 20 kph.
3. (a) No vehicle of any description, whether belonging to a resident or otherwise, may park anywhere on Phase V other than in one of the proper parking spaces provided for that purpose.
- (b) Each resident may park his car(s) in his Phase V Car Parking Space(s) and must not use the Phase V Car Parking Space of any other resident without his prior consent.
- (c) Each Phase V Car Parking Space may be used only for the parking of one private car or one motor cycle (as the case may be); the carrying out of repairs and the storage of anything whatsoever is strictly prohibited.
- (d) No lorries, commercial or goods vehicles may be parked in any Phase V Car Parking Space (other than light vans or taxis belonging to an Owner or occupier of the Residential Development), except that delivery vehicles and such like visiting Phase V on legitimate business may, as directed by the Manager, use spaces which are reserved for that purpose.
- (e) Any vehicle parked in contravention of the above rules, may be impounded or removed by the Manager without prior warning. The Manager may also, without liability to its owner, remove and dispose of any derelict vehicle which is an eyesore or otherwise causing nuisance to the residents, (notwithstanding that it has been left in a designated parking space). All cost and charges incurred or levied by the Manager shall be recoverable from the owner of the vehicle impounded or removed.
4. The following matters require the prior written consent of the Manager, which may be granted, withheld (such consent shall not be unreasonably withheld), or granted subject to conditions, and work must not commence unless and until such consent has been obtained :-
  - (a) the installation of air-conditioners and any similar or related plant or equipment (other than the usual domestic package-type units in the apertures provided in the Phase V Residential Unit), subject to the Manager's right to require such subsequent modifications (or complete removal) as they may deem necessary including, without limitation, the taking of measures to avoid condensation dripping on the premises below;
  - (b) the installation and/or use of window guard;

Provided that this clause shall not apply to the Phase V Government Accommodation and that the Manager must not charge any fee other than a reasonable administrative fee for issuing the consent and such fee must be credited to the Special Fund for Phase V.

5. No washing may be hung on or anything projected from or out of any roof, flat roof, balcony or window of the Phase V Residential Units or any other buildings on Phase V.
6. Each resident is required to keep his Unit in a good state of preservation and cleanliness and is responsible for ensuring that no dirt, garbage, waste or other matter is dropped, swept or thrown outside onto the Common Areas, or the premises of any other resident.
7. Garbage and refuse from each Unit shall be removed and handled in such manner as the Manager may direct.
8. Residents must not play or operate any musical instrument, radio, television, recording equipment or such like, or cause or permit or suffer any noise to emanate from their Units to the disturbance or annoyance of other residents.
9. The Phase V Residential Units are to be used for residential purposes only and must not be used for or in connection with any business or for gambling or any illegal or immoral purpose.
10. Notwithstanding Clause 1(x) in the Third Schedule of the Principal Deed, no Owner or resident shall bring or keep in any Unit any dogs, cats, pets, live poultry or other animals which may be the subject of reasonable complaint from the other Owners or residents Provided That this provision shall not apply to guide dogs required for blind persons.
11. The Manager is empowered to make, revoke and amend the Fitting Out Rules relating to the carrying out of work to any Unit and rules and regulations governing the use and enjoyment of the swimming pool and all other recreational facilities.
12. Residents are not permitted to utilise any employee of the Manager or any of the staff of Phase V for their own private business or purposes.
13. Any consent or approval under Phase V House Rules given by the Manager may be revoked at any time Provided That such consent or approval shall not be revoked unreasonably.
14. Any queries or complaints in regard to any matter concerning Phase V should be made to the Manager, preferably in writing.

**THE FIFTH SCHEDULE**  
**WORKS AND INSTALLATIONS**

1. structural elements;
2. external wall finishes and roofing materials;
3. fire safety elements;
4. plumbing system;
5. drainage system;
6. fire services installations and equipment;
7. electrical wiring system;
8. lift installations;
9. gas supply system;
10. window installations;
11. ventilation system;
12. curtain wall; and
13. gondolas.

**THE SIXTH SCHEDULE**

**PHASE V BALCONIES AND PHASE V UTILITY PLATFORMS**

Tower 1 (1A & 1B)				
Floor	Tower	Flat	Balcony	Utility Platform
6/F	1 (1A)	A	-	-
		B	-	Y
		C	-	-
		D	-	-
	1 (1B)	A	Y	Y
		B	-	-
		C	-	-
		D	-	-
		E	-	-
7/F - 70/F (Excluding 13/F, 14/F, 16/F, 24/F, 34/F, 44/F, 45/F, 54/F, 64/F)	1 (1A)	A	Y	Y
		B	Y	Y
		C	Y	-
		D	Y	-
	1 (1B)	A	Y	Y
		B	Y	-
		C	Y	-
		D	Y	Y
		E	Y	-
71/F	1 (1A)	A	Y	Y
		B	Y	Y
		C	Y	-
		D	Y	-
	1 (1B)	A	Y	-
		C	Y	-
		D	Y	Y
		E	Y	-

**Note:** "Y" means with balcony or utility platform (as the case may be)

Tower 2 (2A & 2B)				
Floor	Tower	Flat	Balcony	Utility Platform
6/F	2 (2A)	A	-	-
		B	-	-
		C	-	-
		D	-	-
		E	-	-
	2 (2B)	A	Y	Y
		B	-	-
		C	-	-
		D	-	-
		E	-	-
7/F - 69/F (Excluding 13/F, 14/F, 16/F, 24/F, 34/F, 44/F, 45/F, 54/F, 64/F)	2 (2A)	A	Y	-
		B	Y	-
		C	Y	-
		D	Y	-
		E	Y	-
	2 (2B)	A	Y	Y
		B	Y	-
		C	Y	-
		D	Y	Y
		E	Y	-
70/F	2 (2A)	A	Y	-
		B	Y	-
		C	Y	-
		D	Y	-
		E	Y	-
	2 (2B)	A	Y	-
		C	Y	-
		D	Y	Y
		E	Y	-

**Note:** “Y” means with balcony or utility platform (as the case may be)

Tower 3 (3A & 3B)				
Floor	Tower	Flat	Balcony	Utility Platform
6/F	3 (3A)	A	-	-
		B	-	-
		C	-	-
		D	-	-
		E	-	-
	3 (3B)	A	Y	Y
		B	-	-
		C	-	-
		D	-	Y
		E	-	-
7/F - 66/F(Excluding 13/F, 14/F,16/F, 24/F,34/F, 44/F,45/F, 54/F,64/F)	3 (3A)	A	Y	Y
		B	Y	Y
		C	Y	-
		D	Y	-
		E	Y	-
	3 (3B)	A	Y	Y
		B	Y	-
		C	Y	-
		D	Y	Y
		E	Y	-
67/F	3 (3A)	A	Y	Y
		B	Y	Y
		C	Y	-
		D	Y	-
		E	Y	-
	3 (3B)	A	Y	-
		C	Y	-
		D	Y	Y
		E	Y	-

**Note:** “Y” means with balcony or utility platform (as the case may be).

**SIGNED SEALED and DELIVERED** )  
by )  
)  
the lawful attorney of MTR Corporation Limited )  
in its capacity as registered owner of the Units in )  
Phase V of the Development (except the First )  
Assigned Premises) whose signature is verified )  
by :

**SIGNED SEALED and DELIVERED** )  
by the Purchaser in the presence of: )

**SIGNED SEALED and DELIVERED** )  
by )  
)  
the lawful attorney of MTR Corporation Limited )  
in its capacity as Manager whose signature is )  
verified by : )