This version of draft plans to be annexed to the Sub-Deed of Mutual Covenant and Management Agreement ("SDMC") in respect of the Phase are subject to amendment(s) from time to time in the future.

此版本的將夾附於期數的副公契及管理協議(「副公契」)的圖則擬稿在將來可能會不時更改。

Dated		

NAM CHEONG PROPERTY DEVELOPMENT LIMITED

(南昌物業發展有限公司)

as the First Owner

and

KOWLOON-CANTON RAILWAY CORPORATION

九廣鐵路公司

as Owner of the KCR Portion

and

MTR CORPORATION LIMITED

香港鐵路有限公司

as Owner of the MTR Portion

and

as the First Phase 5 Purchaser

]

and

as the Manager

SUB-DEED OF MUTUAL COVENANT and MANAGEMENT AGREEMENT

in respect of
Phase 5 of the development constructed on
New Kowloon Inland Lot No.6333
Kowloon
Hong Kong

Deacons

5th Floor
Alexandra House
16-20 Chater Road
Central, Hong Kong
HongKong.GeneralEnquiries@deacons.com.hk
www.deacons.com.hk

Tel: +852 2825 9211 Fax: +852 2810 0431

Ref.: LC:WW:LEEDWI:wonwai 15/282818

SUB-DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT

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SECTION A

PARTIES AND RECITALS

Date

THIS DEED is made the

day of

20

Parties

BETWEEN

- (1) NAM CHEONG PROPERTY DEVELOPMENT LIMITED (南昌物業發展有限公司) whose registered office is situate at MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong (the "First Owner" which expression shall where the context so admits include its successors and assigns);
- (2) KOWLOON-CANTON RAILWAY CORPORATION 九廣鐵路公司, a corporation established pursuant to the Kowloon-Canton Railway Corporation Ordinance (Cap.372 of the Laws of Hong Kong Special Administrative Region) having its principal office at 8/F., Fo Tan Railway House, 9 Lok King Street, Fo Tan, New Territories, Hong Kong ("KCRC" which expression shall where the context so admits include its successors and assigns);
- (3) MTR CORPORATION LIMITED 香港鐵路有限公司, a company incorporated in Hong Kong under the Companies Ordinance (Cap.622 of the Laws of Hong Kong Special Administrative Region) whose registered office is situate at MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong ("MTRCL" which expression shall where the context so admits include its successors and assigns);
- (4) [] of [] Hong Kong (the "First Phase 5 Purchaser" which expression shall where the context so permits include its executors, administrators, successors and assigns); and
- (5) [] whose registered office is situate at [] 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.

Development

2. Phase 5 of the Development has been constructed on the Land.

Allocation of Shares

3. For the purpose of distribution, 570,163 equal undivided 2,820,654th parts or shares of and in the Land and the Development have been allocated to Phase 5 in the manner as set out in Part I, Part II and Part III of the First Schedule hereto.

Assignment of First Assigned Phase 5 Premises

4. By an Assignment bearing even date herewith executed immediately prior to this Deed and made between the First Owner of the one part and the First Phase 5 Purchaser of the other part, all those [] equal undivided 2,820,654th parts or shares of and in the Land and the Development together with the sole and exclusive right to hold use occupy and enjoy all that [] of Phase 5 of the Development (the "First Assigned Phase 5 Premises") was assigned to the First Phase 5 Purchaser by the First Owner (the "Assignment").

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 5 and sub-allocating Shares and Management Units to various parts of Phase 5;
 - (b) making provisions for the management of Phase 5;
 - (c) appointing [] 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) without limiting the generality of this sub-clause, identifying those parts of Phase 5 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 assigns 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

- Terms (other than those set out in Clause 2 below) defined in the Principal Deed shall have the same 1. 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.

"Car Park In Phase means all that part(s) of the Car Park within Phase 5; 5"

"Car Parking Space means a Car Parking Space within the Car Park In Phase 5; In Phase 5"

"Club House In means all those parts of the Club House within Phase 5; Phase 5"

"Common Areas In means (i) the Estate Common Areas In Phase 5; (ii) the Residential Common Areas Phase 5" In Phase 5 and (iii) the Residential Car Park Common Areas In Phase 5;

"Common Services means (i) the Estate Common Services and Facilities In Phase 5; (ii) the Residential and Facilities In Common Services and Facilities In Phase 5 and (iii) the Residential Car Park Phase 5" Common Services and Facilities In Phase 5:

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

means all those parts of Estate Common Areas within Phase 5 which are intended Areas In Phase 5" for use by the Owners of the Estate including, but not limited to, footpaths, corridors, passages and open spaces; cable riser duct, switch room, structural walls and columns, the foundations and other structural elements of the buildings erected on Phase 5; and all other communal areas within Phase 5 not used for the sole benefit of any Owner or group of Owners of the Estate (but excluding the Residential Common Areas In Phase 5 and Residential Car Park Common Areas In Phase 5). The Estate Common Areas In Phase 5 are for the purpose of identification only as shown (where possible and capable of being shown) coloured Light Green and Yellow Circled Black on the plans annexed hereto;

"Estate Common means all those Estate Common Services and Facilities within Phase 5 including, Services and but not limited to, sewers, gutters, drains, pipes and ducts; pumps, tanks; wires, **Facilities In Phase** cables, electrical installations, fittings, equipment and apparatus; fire alarm, fire 5" protection and fire-fighting systems, equipment and apparatus; fire services tank, sprinkler water tank, security systems, equipment and apparatus; ventilation and airconditioning plant and equipment; air-conditioners and fans and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the common use and benefit of the Estate as part of the amenities thereof and not for the sole benefit of any Owner or group of Owners of

4

"Estate Common

the Estate (but excluding the Residential Common Services and Facilities In Phase 5 and Residential Car Park Common Services and Facilities In Phase 5);

"Noise Mitigation Measures In Phase 5" means all those Noise Mitigation Measures within Phase 5 and, for the purpose of identification, as shown on the plans annexed hereto;

"Non-common EV Facilities In Phase 5" means all those Non-common EV Facilities within Phase 5 including, but not limited to, such wires, cables, ducts, trunking, electric meter, base box, 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-enclosed Areas
In Phase 5"

means the Balcony and the Utility Platform respectively forming part of a Residential Unit In Phase 5 and the covered area underneath such Balcony and Utility Platform and the locations of such Balconies and Utility Platforms are for identification purpose only marked "BAL." and "U.P." and coloured Pink and Green respectively on the plans annexed hereto;

"Phase 5"

means Phase 5 of the Estate consisting of (inter alia) Tower 6, Tower 7, Tower 8, Royal Sky Mansion and Aster Sky Mansion constructed on the podium of the Estate, part of the Car Park on Basement Level 2 of the Estate (including 135 Car Parking Spaces In Phase 5), the Common Areas In Phase 5 and the Common Services and Facilities In Phase 5 therein constructed in accordance with the Approved Plans and in respect of which consent to assign has been issued by the Director of Lands;

"Principal Deed"

means the Principal Deed of Mutual Covenant and Management Agreement in respect of New Kowloon Inland Lot No.6333 dated [] and registered in the Land Registry with Memorial No. [];

"Private Open Space In Phase 5" means the open space within Phase 5 erected, constructed, provided and landscaped pursuant to Special Condition No.(42)(a)(i) of the Government Grant which, subject to Special Condition No.(42)(a)(iii) and (c), shall not be used for any purpose other than for recreational purposes for the proper use and enjoyment of the Land and the Development by the residents of the Development and their bona fide guests and visitors excluding the Private Open Space for Public Use;

"Private
Recreational Areas
and Facilities In
Phase 5"

means all those parts of the Private Recreational Areas and Facilities within Phase 5 (including but not limited to the Club House In Phase 5);

"Residential Car Park Common Areas In Phase 5" means all those parts of the Residential Car Park Common Areas within Phase 5 including, but not limited to, all accessory areas, circulation passages, void spaces, entrances, driveways. The Residential Car Park Common Areas In Phase 5 are for the purpose of identification only as shown (where possible and capable of being shown) coloured Grey on the plans annexed hereto;

"Residential Car Park Common Services and Facilities In Phase 5" means all those Residential Car Park Common Services and Facilities in on or under Phase 5 including, but not limited to, plant and machinery, electrical installations, fittings and equipment, barriers and water supply apparatus;

"Residential Common Areas In Phase 5" means all those parts of Residential Common Areas within Phase 5 including, but not limited to, Noise Mitigation Measures In Phase 5 (excluding those forming part or parts of a Residential Unit In Phase 5), Private Open Space In Phase 5, guard room, clubhouse management office, emergency vehicular access, areas for installation or use of aerial broadcast distribution or telecommunications network facilities, transfer plates, residential entrance lobbies, staircases, landings, walkways, covered pedestrian walkways, corridors and passages, refuge floors, communal podium gardens and greenery areas, acoustic fins, lift shafts, plant and equipment rooms podium deck, wider common corridors and lift lobbies of the Towers in Phase 5, refuse rooms, roofs and flat roofs, architectural features of the Towers in Phase 5 and associated supporting beams and columns, air-conditioning platforms (including the grilles, if any, appertaining thereto), the external walls, (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), non-structural prefabricated external wall, claddings, louvers, grilles and facades) of the Towers in Phase 5, parapet walls, structural walls and columns within or appertaining to the Residential Development in Phase 5, the loading and unloading spaces for goods vehicles, Private Recreational Areas and Facilities in Phase 5, fire services pump rooms, transformer rooms, switch rooms, primary air unit rooms, main telecommunication broadcast equipment rooms, telecommunication duct, water pump rooms, fan rooms, water meter cabinet room, pipe ducts, cable ducts, air duct shaft, mail boxes, canopy, lawns, water features, planters, footpaths, open spaces; but excluding anything contained in the Estate Common Areas In Phase 5 and the Residential Car Park Common Areas In Phase 5. The Residential Common Areas In Phase 5 are for the purpose of identification only as shown (where possible or capable of being shown) coloured Red and Red Stippled Black on the plans annexed hereto;

"Residential Common Services and Facilities In Phase 5" means all those Residential Common Services and Facilities within Phase 5 including, but not limited to, , aerial broadcast distribution or telecommunication network facilities, drains, channels, water tanks, ducting, pipes, cables, wiring, plant and machinery, air-conditioning and ventilation system, electrical installations, fittings, equipment and apparatus, lifts, fire-fighting installations and equipment, security systems and apparatus and gondolas but excluding anything contained in

the Estate Common Services and Facilities In Phase 5 and the Residential Car Park Common Services and Facilities In Phase 5;

"Residential Unit In means a

means a Residential Unit within Phase 5.

Phase 5"

SECTION C

RIGHTS OF OWNERS

Rights attaching to Shares

- 1. (a) Each Share shall during the residue of the Term and any renewal thereof and 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 the full and exclusive right and privilege to hold, use and occupy the Unit designated opposite to it in Part II and Part III of the First Schedule hereto and the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule of the Principal Deed but subject to the exceptions and reservations set out in Part II of the Second Schedule of the Principal Deed and subject also to the Building Rules and Fitting Out Rules as mentioned under Section K of the Principal Deed.
- (b) The Shares attributable to the KCR Portion and the MTR Portion shall be held by KCRC and MTRCL respectively together with the exclusive right to hold use and enjoy their respective portions.
- (c) All the easements, rights and privileges reserved to the First Owner and of all the other Owners in the Principal Deed, this Deed, any Sub-Deed of Mutual Covenant or Deed Poll and the powers, duties, rights and privileges of the Manager contained in the Principal Deed, this Deed, any Sub-Deed of Mutual Covenant or Deed Poll shall be subject to the rights and privileges of the Government, MTRCL and KCRC and shall not in any way adversely affect or prejudice the easements, right and privileges reserved to the Government, MTRCL and KCRC in the Principal Deed, this Deed, any Sub-Deed of Mutual Covenant, any Deed Poll, the Government Grant, the Non-Railway Portion Assignment and the MTR Portion Assignment.

Rights of KCRC

2. KCRC shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Non-Railway Portion Assignment, the MTR Portion Assignment, the Principal Deed and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy the whole of the KCR Portion Together with the appurtenances thereto and the entire rents and profits thereof.

Rights of MTRCL

3. MTRCL shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Non-Railway Portion Assignment, the MTR Portion Assignment, the Principal Deed and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy the whole of the MTR Portion Together with the appurtenances thereto and the entire rents and profits thereof.

Rights of First Phase 5 Purchaser

4. The First Phase 5 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, this Deed, the MTR Portion Assignment and the Non-Railway Portion Assignment have the full and exclusive right and privilege to hold, use, occupy and enjoy the First Assigned Phase 5 Premises together with the appurtenances thereto and the entire rents and profits thereof.

SECTION D

OBLIGATIONS OF OWNERS

Owners of Units in Phase 5 to comply

- 1. The Owners of Units in Phase 5 and the Manager shall at all times hereafter so long as they remain as Owners of any Share or Manager of the Development (as the case may be) comply with and shall observe and perform the covenants, provisions, restrictions and prohibitions contained in:
 - (a) the Government Grant;
 - (b) the Principal Deed;
 - (c) this Deed;
 - (d) the MTR Portion Assignment; and
 - (e) the Non-Railway Portion Assignment.

Owners of Units in Phase 5 to observe restrictive covenants

2. The Owners of Units in Phase 5 shall at all times hereafter be bound by and shall observe and perform the covenants, restrictions and prohibitions set out in the Third Schedule to the Principal Deed.

Railway Protection

3. No provision contained in this Deed shall absolve any person (including an Owner, an assignee of any right reserved to an Owner hereunder or under the Principal Deed and the Manager) from complying with any railway protection requirements as contained in the Government Grant and the Principal Deed.

Management charges

- 4. (a) Subject to sub-clause (b) below, each Owner of Unit in Phase 5 shall upon demand pay to the Manager the Management Charges in respect of any Unit in Phase 5 owned by him, calculated in accordance with the provisions of Section J of the Principal Deed.
- (b) KCRC and MTRCL as Owners of the KCR Portion and the MTR Portion respectively shall be responsible for the maintenance and management of the KCR Portion and the MTR Portion respectively and not any part of the Estate and shall not as Owners of the Station Complex be liable to contribute towards the Management Charges calculated in accordance with Section J of the Principal Deed except as expressly provided in the Principal Deed.

Effect of Section D

5. Nothing in this Section shall prejudice or limit (i) the generality of Clause 16 of Section E of this Deed and (ii) the covenants, restrictions and prohibitions set out in the Principal Deed to be observed and performed by an Owner.

SECTION E

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 if other address has been given by an Owner pursuant to Clause 3(d) of Section L of the Principal Deed, such notices or demands shall be sent by prepaid post to that address only and Provided further 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.
- (b) All notices required to be given to the Manager shall be properly served if sent by prepaid post to or left at its registered office or the management office of the Estate or such other address as may be notified by the Manager from time to time.
- (c) All notices required to be given to the Development Owners' Committee shall be properly served if sent by prepaid post to or left with the Chairman or Secretary of the Development Owners' 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 PROVIDED however that:-

- (a) Each Owner of any Unit in Phase 5 on ceasing to be the Owner of that Unit shall notify the Manager of such cessation and of the name and address of the new Owner and notwithstanding the provisions of sub-clause (b) hereof and without prejudice to the liability of the new Owners, each such Owner shall remain liable for all sums payable in accordance with the provisions of this Deed and for the observance and performance of the terms and conditions hereof up to the date on which such notice is received by the Manager or, if later, the date they cease to be an Owner;
- (b) Subject to sub-clause (a) hereof no person shall be liable under any of the covenants or provisions of this Deed in respect of any Share after ceasing to be the Owner thereof save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or provision prior to his ceasing to be the Owner thereof;
- (c) Each Owner of any Unit in Phase 5 on becoming an Owner of any Unit in Phase 5 shall be liable for all arrears of Management Charges and other payments due under this Deed payable in respect of the Unit he purchases and for all breaches of this Deed committed by the prior Owner of the Unit he purchases and existing at the date he purchased such Unit.

Action by Owner(s)

5. Notwithstanding the powers conferred on the Manager by this Deed, any one or more Owners shall be entitled to take action to enforce the provisions of this Deed and, if at any time no Manager is appointed or acting hereunder or any Manager so appointed or acting refuse or fail to enforce any of the provisions of this Deed, any one or more Owners appointed by resolution passed pursuant to Section F of the Principal Deed shall be entitled to sue any defaulting Owner on behalf of himself or themselves and all other Owners and the provisions of this Clause shall apply mutatis mutandis to any action or proceeding brought by such Owner or Owners and to the recovering of any cost, damages or other moneys awarded therein.

Chinese Translation 6. Within one month after the date of this Deed, the First Owner 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 the Estate for inspection by all Owners free of charge and for taking copies at their own expense and upon payment of reasonable copying charges. All charges received shall be credited to the estate account of the Special Fund. In the event of a dispute as to the effect of the Chinese

translation and the English version of this Deed approved by the Director, the English version is to prevail.

make available for inspection by the Owners free of costs and charges during

The Manager shall keep at the management office of the Estate and

Plans of Common Areas In Phase 5

7.

normal office hours a copy of the common areas plans attached to this Deed. The said copies of plans shall be certified as to its accuracy by or on behalf of an authorised person for Phase 5.

Building
Management
Ordinance

8. 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.

Maintenance
Manual for the
Works and
Installations for
Phase 5

- 9. (a) The First Owner shall at its own cost and expense prepare the first Maintenance Manual for the Works and Installations for Phase 5 for the reference of the Owners of Units and the Manager 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 lists 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.
- (b) Within one (1) month after the execution of this Deed, the First Owner shall deposit a full copy of the first Maintenance Manual for the Works and Installations for Phase 5 at the management office of the Estate for inspection by the Owners of Units free of charge and any Owner of a Unit or his duly authorized representative shall be entitled to a copy thereof upon

payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the estate account of the Special Fund.

(c)

- (i) The Manager shall on behalf of and at the cost and expense of the Owners of Units inspect, maintain and carry out all necessary works for the Common Areas In Phase 5 and the Common Services and Facilities In Phase 5 including those part or parts of the Works and Installations forming part of the Common Areas In Phase 5 and the Common Services and Facilities In Phase 5.
 - (ii) The Owner of a Unit in Phase 5 shall at his own costs and expense inspect, maintain and carry out all necessary works for the Unit including those part or parts of the Works and Installations forming part of the Unit.

Compliance with Government Grant

10. No provision contained in this Deed shall be conflicting with or in breach of the conditions of Government Grant and each Owner shall comply with the terms and conditions of the Government Grant as one of the Owners for the time being of the Land and the Manager shall comply with the terms and conditions of the Government Grant so long as it is the Manager of the Estate.

Management Units

- 11. (a) The respective Management Units attributable to each Tower in Phase 5 and each Residential Unit In Phase 5 are set out in Part I and Part II respectively of the Second Schedule hereto.
- (b) The respective Management Units attributable to each Car Parking Space In Phase 5 are set out in Part III of the Second Schedule hereto.

Common Areas In Phase 5

12. The number of Shares set out in paragraph (i) of Part I of the First Schedule hereto are allocated by the First Owner to the Common Areas In Phase 5. The First Owner shall upon the execution of this Deed assign the Common Areas In Phase 5 together with the Shares relating thereto to the Manager, without consideration, for the general benefit of the Owners Provided That upon such assignment the Common Areas In Phase 5 together with the Shares relating thereto shall be held by the Manager as trustee for all the Owners and if the Manager shall resign or be wound up or are removed in accordance with the provisions of the Principal Deed and another manager appointed in its place or if required by an Owners' Corporation for the Development (if formed), then the Manager or its liquidator (as the case may be) shall assign the Common Areas In Phase 5 together with the Shares relating thereto (if any) free of costs or consideration to the new managers or the Owners' Corporation (as appropriate) upon the same trust.

Non-enclosed Areas In Phase 5

13. The Non-enclosed Areas In Phase 5 are part of the Non-enclosed Areas and all covenants provisions terms stipulations and agreements contained in the Principal Deed in respect of Non-enclosed Areas shall apply to the Non-enclosed Areas In Phase 5.

Noise Mitigation Measures In Phase 5

14. The Noise Mitigation Measures In Phase 5 are part of the Noise Mitigation Measures and all covenants provisions terms stipulations and agreements contained in the Principal Deed in respect of Noise Mitigation Measures shall apply to the Noise Mitigation Measures In Phase 5.

Non-common EV Facilities In Phase 5

15. The Non-common EV Facilities In Phase 5 are parts of the Non-common EV Facilities and all covenants provisions terms stipulations and agreements contained in the Principal Deed in respect of Non-common EV Facilities shall apply to the Non-common EV Facilities In Phase 5.

Principal Deed

16. All the covenants provisions terms stipulations and agreements and in particular without limitation the powers of the Manager contained in the Principal Deed and the obligation to pay Management Charges and other payments and deposits shall apply and take effect and be binding on the parties hereto as if the same had been specifically set out in these presents in full. In the event that any of the provisions of this Deed shall be inconsistent and shall conflict with the Principal Deed, the provisions of the Principal Deed shall prevail.

THE FIRST SCHEDULE

Part I - Summary of Allocation of Shares

(i)	Common Areas In Phase 5		3,372
	(a) Estate Common Areas In Phase 5		
	(b) Residential Common Areas In Phase 5		
	(c) Residential Car Park Common Areas In	n Phase 5	
(ii)	Residential Units In Phase 5		550 272
	Tower 6	182,896	550,372
	Tower 7	199,100	
	Tower 8	142,120	
	Royal Sky Mansion	13,940	
	Aster Sky Mansion	12,316	
(iii)	Car Parking Spaces In Phase 5		16,419
Total:			570,163
			

Part II - Allocation of Shares for Residential Units In Phase 5

Tower 6		2. 2.	
Floor	<u>Flat</u>	No. of Shares allocated to each Flat	Sub-Total
6/F – 28/F (20 Storeys)	A	1,108	22,160
30/F – 56/F (24 Storeys)	Α	1,102	26,448
6/F – 56/F (44 Storeys)	В	948	41,712
6/F – 56/F (44 Storeys)	C	249	10,956
6/F – 56/F (44 Storeys)	D	353	15,532
6/F – 56/F (44 Storeys)	E	342	15,048
6/F – 56/F (44 Storeys)	F	243	10,692
6/F – 56/F (44 Storeys)	G	244	10,736
6/F – 56/F (44 Storeys)	Н	341	15,004
6/F – 56/F (44 Storeys)	J	332	14,608
			182,896

There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F and 54/F and 29/F is the refuge floor.

Tower 7		No of Charge	
Floor	<u>Flat</u>	No. of Shares allocated to each Flat	Sub-Total
6/F – 29/F (20 Storeys)	Α	1,384	27,680
30/F - 51/F (20 Storeys)	Α	1,382	27,640
6/F - 29/F (20 Storeys)	В	322	6,440
30/F – 51/F (20 Storeys)	В	319	6,380
6/F – 51/F (40 Storeys)	С	315	12,600
6/F – 51/F (40 Storeys)	D	471	18,840
6/F – 51/F (40 Storeys)	Е	409	16,360
6/F – 51/F (40 Storeys)	F	316	12,640
6/F – 51/F (40 Storeys)	G	313	12,520
6/F – 51/F (40 Storeys)	Н	313	12,520
6/F – 51/F (40 Storeys)	J	317	12,680
6/F – 51/F (40 Storeys)	K	341	13,640
6/F - 51/F (40 Storeys)	L	479	19,160
			199,100

There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F and 27/F is the refuge floor.

Tower 8		No. of Shares	
Floor	<u>Flat</u>	allocated to each Flat	Sub-Total
6/F – 51/F (40 Storeys)	A	1,383	55,320
6/F – 51/F (40 Storeys)	В	328	13,120
6/F – 51/F (40 Storeys)	C	375	15,000
6/F – 51/F (40 Storeys)	D	247	9,880
6/F – 51/F (40 Storeys)	E	239	9,560
6/F – 51/F (40 Storeys)	F	313	12,520
6/F – 51/F (40 Storeys)	G	317	12,680
6/F - 51/F (40 Storeys)	Н	351	14,040
			142,120

There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F and 27/F is the refuge floor.

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110	r 64 1		17.1.61	III O I O II

Floor	<u>Flat</u>	No. of Shares allocated to each Flat	Sub-Total
8/F – 11/F (4 Storeys)	A	1,987	7,948
8/F – 11/F (4 Storeys)	В	1,498	5,992
			13,940

Aster Sky Mansion

Floor	<u>Flat</u>	No. of Shares allocated to each Flat	Sub-Total
8/F – 11/F (4 Storeys)	Α	1,488	5,952
8/F – 11/F (4 Storeys)	В	1,591	6,364

12,316

Part III - Allocation of Shares for Car Parking Spaces In Phase 5

126 Residential Car Parking Spaces (125 Shares each)	15,750
3 Residential Accessible Car Parking Spaces (175 Shares each)	525
6 Residential Motor Cycle Parking Spaces (24 Shares each)	144
Total:	16,419

THE SECOND SCHEDULE

Part I - Summary of Allocation of Management Units

(i)	Residential Units In Phase 5		550,372
	Tower 6	182,896	
	Tower 7	199,100	
	Tower 8	142,120	
	Royal Sky Mansion	13,940	
	Aster Sky Mansion	12,316	
(ii)	Car Parking Spaces In Phase 5		16,419
Total:			566,791

Part II – Allocation of Management Units for Residential Units In Phase 5

Tower 6		No. of Management Units	
Floor	<u>Flat</u>	allocated to each Flat	Sub-Total
6/F – 28/F (20 Storeys)	Α	1,108	22,160
30/F - 56/F (24 Storeys)	Α	1,102	26,448
6/F - 56/F (44 Storeys)	В	948	41,712
6/F - 56/F (44 Storeys)	С	249	10,956
6/F - 56/F (44 Storeys)	D	353	15,532
6/F - 56/F (44 Storeys)	Е	342	15,048
6/F – 56/F (44 Storeys)	F	243	10,692
6/F – 56/F (44 Storeys)	G	244	10,736
6/F – 56/F (44 Storeys)	Н	341	15,004
6/F – 56/F (44 Storeys)	J	332	14,608
			182,896

There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F and 54/F and 29/F is the refuge floor.

	No of Monogoment Huite	
Flat	allocated to each Flat	Sub-Total
Α	1,384	27,680
A	1,382	27,640
В	322	6,440
В	319	6,380
С	315	12,600
D	471	18,840
E	409	16,360
F	316	12,640
G	313	12,520
Н	313	12,520
J	317	12,680
K	341	13,640
L	479	19,160
		199,100
	A A B B C D E F G H J	A 1,384 A 1,382 B 322 B 319 C 315 D 471 E 409 F 316 G 313 H 313 J 317 K 341

There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F and 27/F is the refuge floor.

Tower 8		No. of Management Units	
Floor	<u>Flat</u>	allocated to each Flat	Sub-Total
6/F - 51/F (40 Storeys)	A	1,383	55,320
6/F - 51/F (40 Storeys)	В	328	13,120
6/F - 51/F (40 Storeys)	C	375	15,000
6/F - 51/F (40 Storeys)	D	247	9,880
6/F - 51/F (40 Storeys)	E	239	9,560
6/F – 51/F (40 Storeys)	F	313	12,520
6/F - 51/F (40 Storeys)	G	317	12,680
6/F – 51/F (40 Storeys)	Н	351	14,040
			142,120

There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F and 27/F is the refuge floor.

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Roval	SKV	wians	aon

Floor	<u>Flat</u>	No. of Management Units allocated to each Flat	Sub-Total
8/F - 11/F (4 Storeys)	Α	1,987	7,948
8/F – 11/F (4 Storeys)	В	1,498	5,992
			13,940

Aster Sky Mansion

Floor	<u>Flat</u>	No. of Management Units allocated to each Flat	Sub-Total
8/F - 11/F (4 Storeys)	Α	1,488	5,952
8/F - 11/F (4 Storeys)	В	1,591	6,364

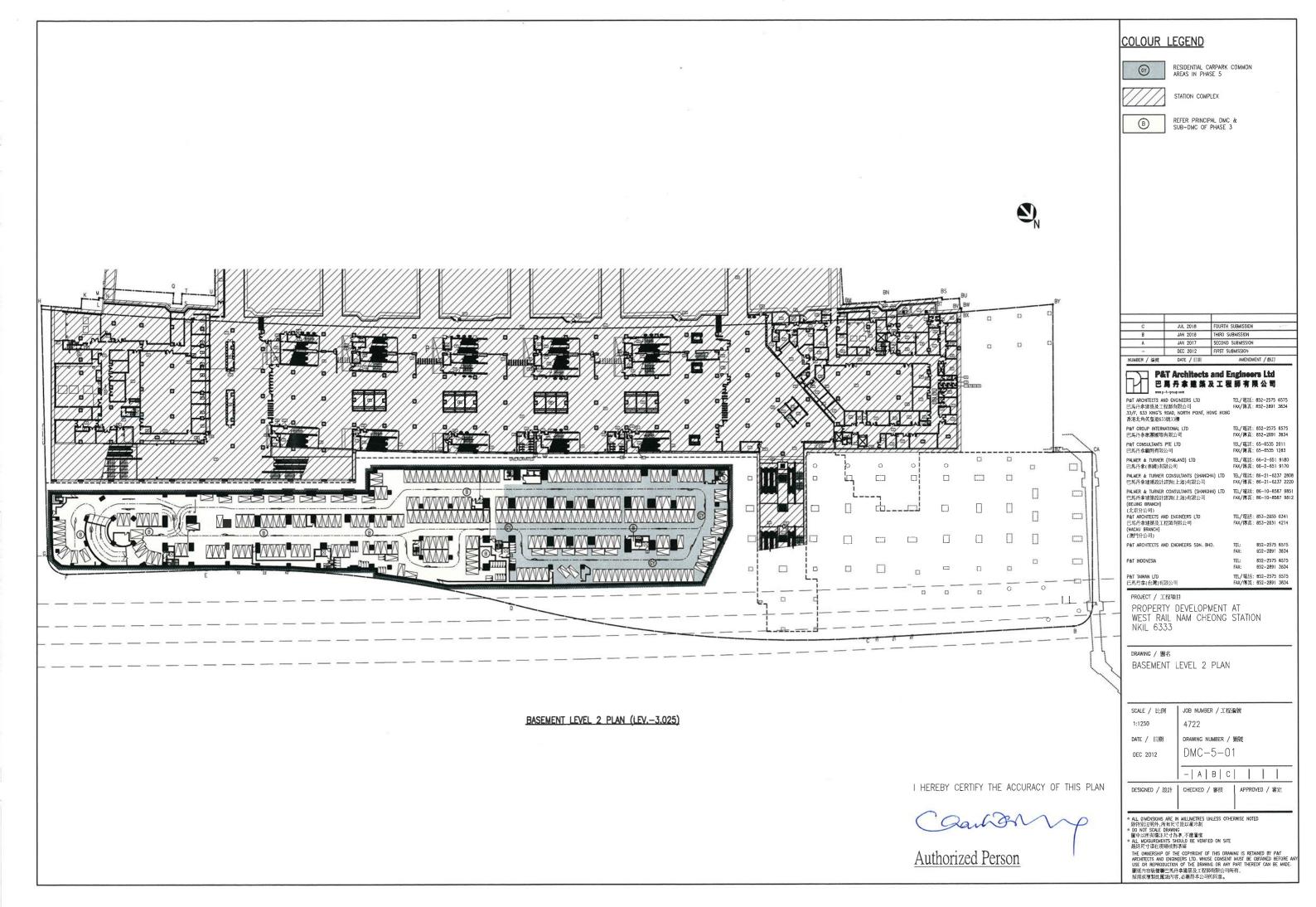
12,316

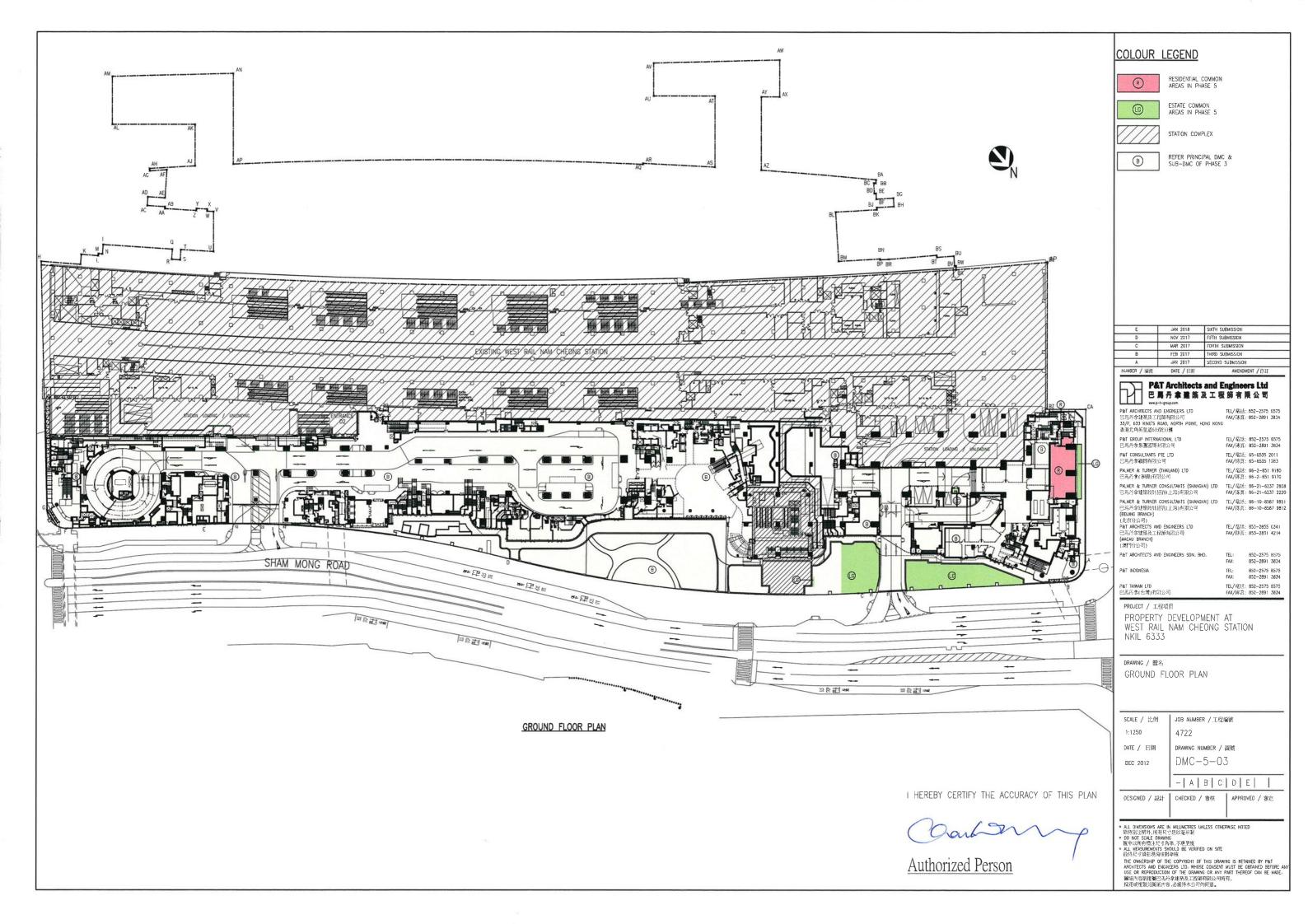
Part III - Allocation of Management Units for Car Parking Spaces In Phase 5

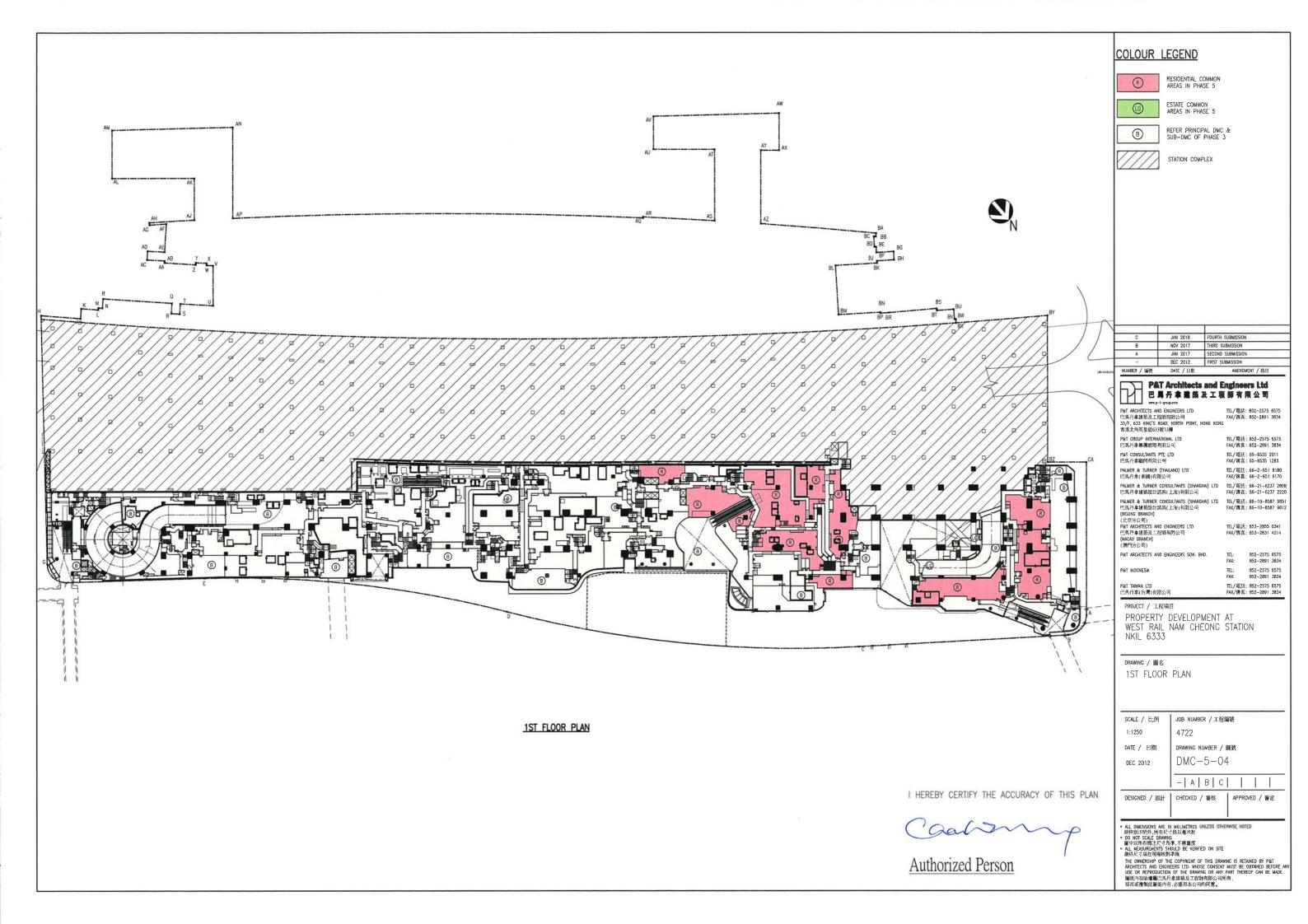
126 Residential Car Parking Spaces (125 Management Units each)	15,750
3 Residential Accessible Car Parking Spaces (175 Management Units each)	525
6 Residential Motor Cycle Parking Spaces (24 Management Units each)	144
Total:	16,419

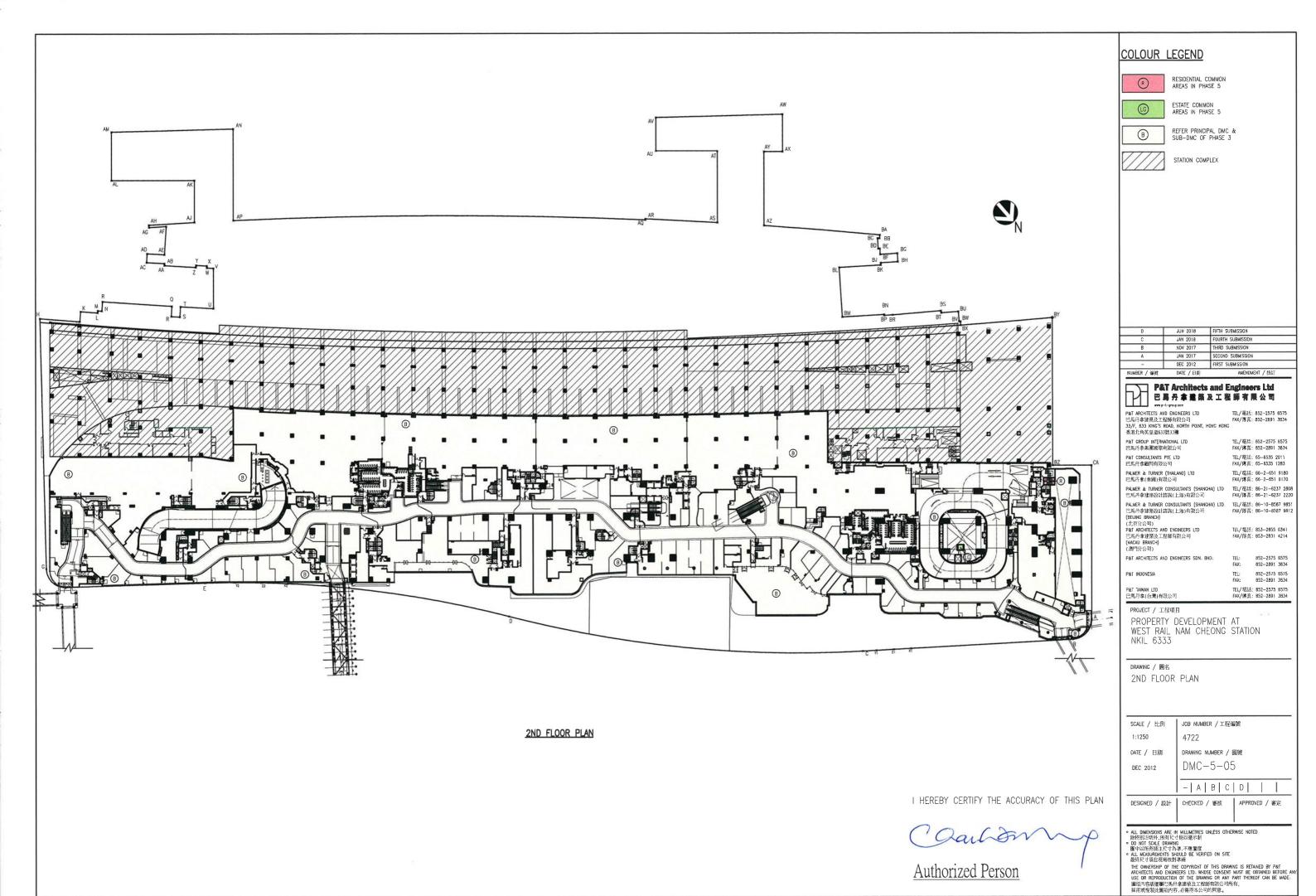
SIGNED SEALED and DELIVERED by)
the levels attended of MTD Comment's)
the lawful attorney(s) of MTR Corporation)
Limited, as the lawful attorney of and for and)
on behalf of Nam Cheong Property)
Development Limited in its capacity as the)
First Owner whose signature(s) is/are verified)
by/in the presence of:-)
The Seal of the Kowloon-Canton Railway)
Corporation is hereunto affixed by the)
authority of the Managing Board and)
SIGNED by	
·)))
in its capacity as registered owner of the KCR)
Portion whose signature(s) is/are verified)
by/in the presence of:)
CICNED CEALED I DELIVEDED I	,
SIGNED SEALED and DELIVERED by)
)
lawful attorney(s) of and for and on behalf of)
MTR Corporation Limited in its capacity as)
the registered owner of the MTR Portion)
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presence of:-)
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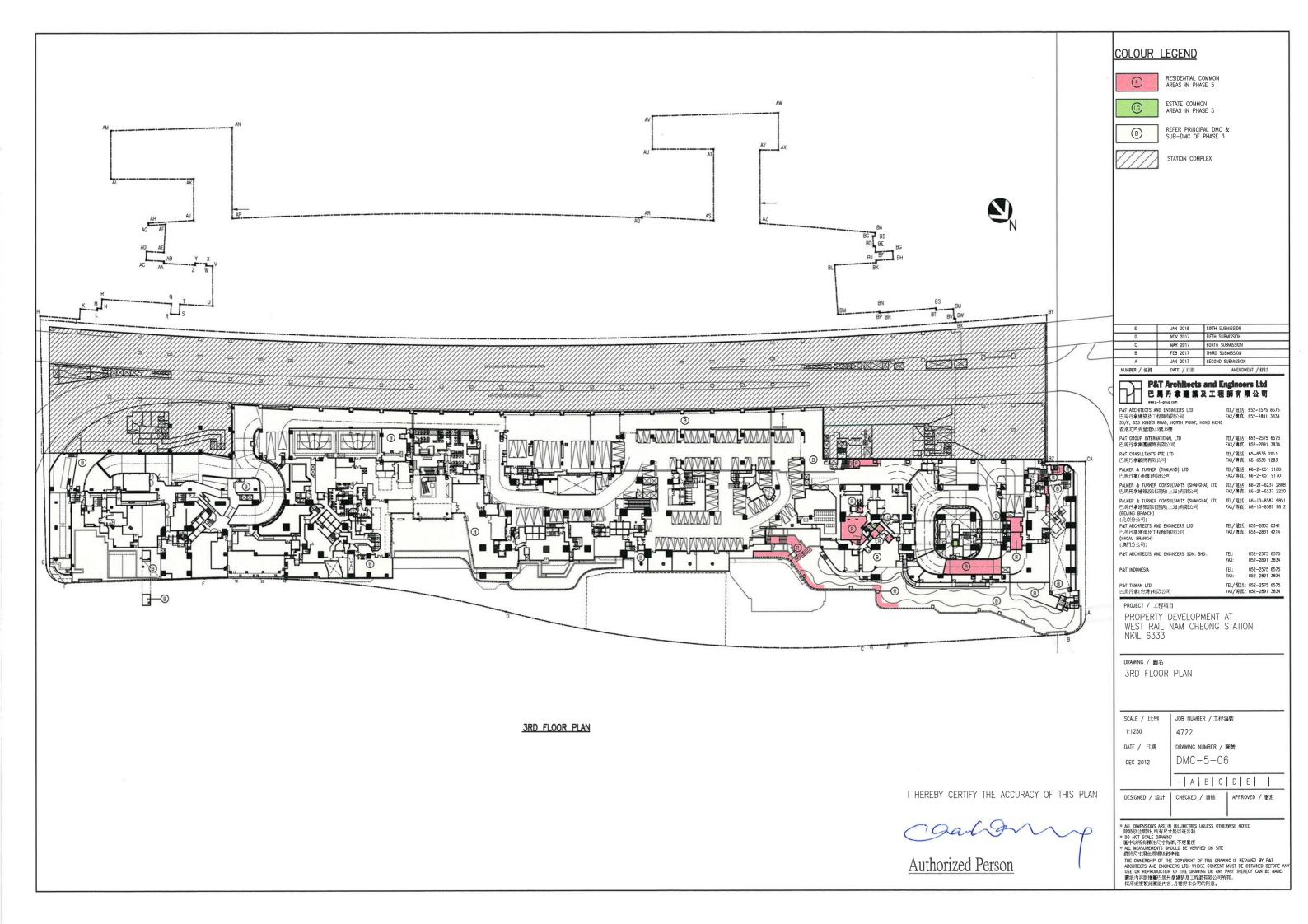
SIGNED SEALED and DELIVERED by)
the First Phase 5 Purchaser in the presence)
of:-)
INTERPRETED to the First Phase 5	
Purchaser by:-	
OR	
SEALED with the Common Seal of the First)
Phase 5 Purchaser and SIGNED by	
)
duly authorized by its Board of Directors in)))
the presence of:-)
the presence of .	,
SIGNED SEALED and DELIVERED by)
DIGITED DEFINED and DESIGNATION OF)
)
lawful attorney(s) of and for and on behalf of)
Limited in its capacity as the Manager)
whose signature(s) is/are verified by/in the)
presence of:) }
probable or .	,

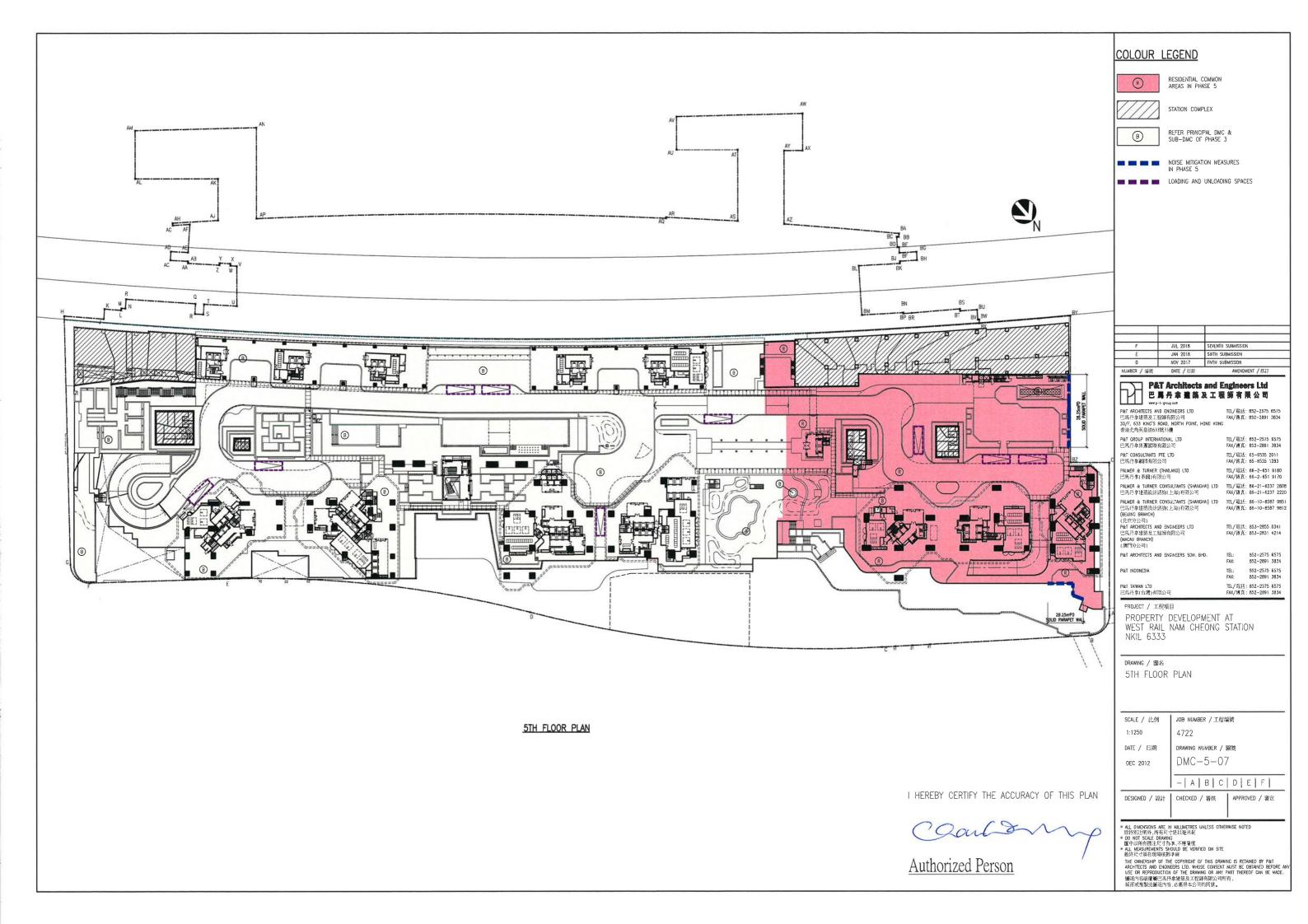


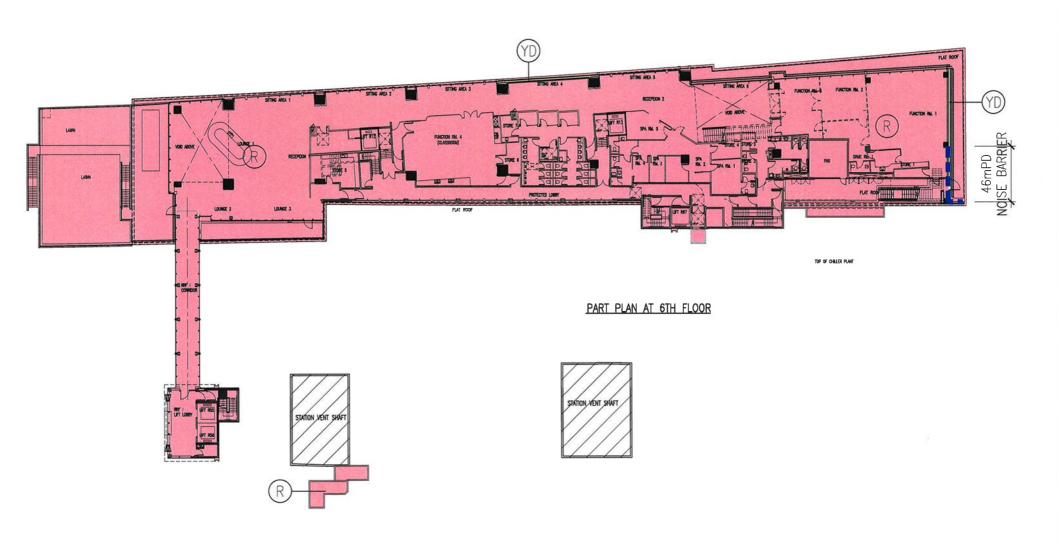


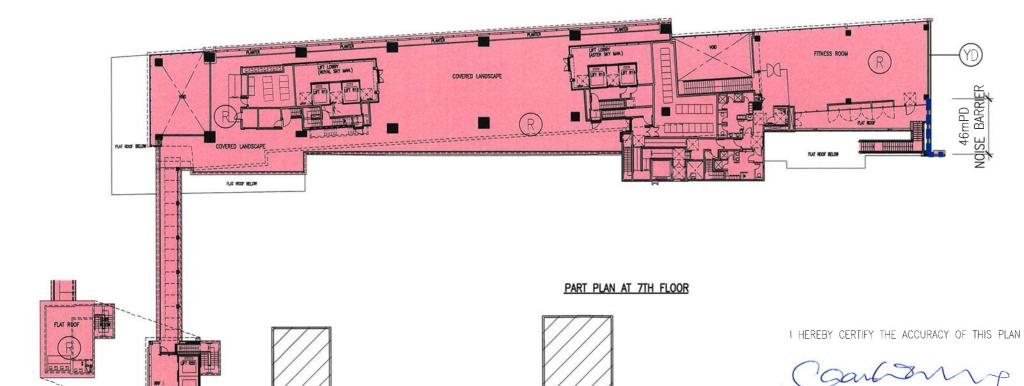












COLOUR LEGEND

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RESIDENTIAL COMMON AREAS IN PHASE 5



THE WALLS (ESTATE COMMON AREAS IN PHASE 5)



STATION COMPLEX

NOISE MITIGATION MEASURES
IN PHASE 5

0	JUL 2018	FIFTH SUBMISSION	
С	JAN 2018	FOURTH SUBMISSION	
8	NOV 2017	THIRD SUBMISSION	
A	JAN 2017	SECOND SUBMISSION	
-	DEC 2012	FIRST SUBMISSION	

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TEL/電話: 66-2-651 9180 FAX/導真: 66-2-651 9170

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P&T TAIWAN LTD 巴馬科拿(台灣)有限公司

PROJECT / 工程項目 PROPERTY DEVELOPMENT AT WEST RAIL NAM CHEONG STATION NKIL 6333

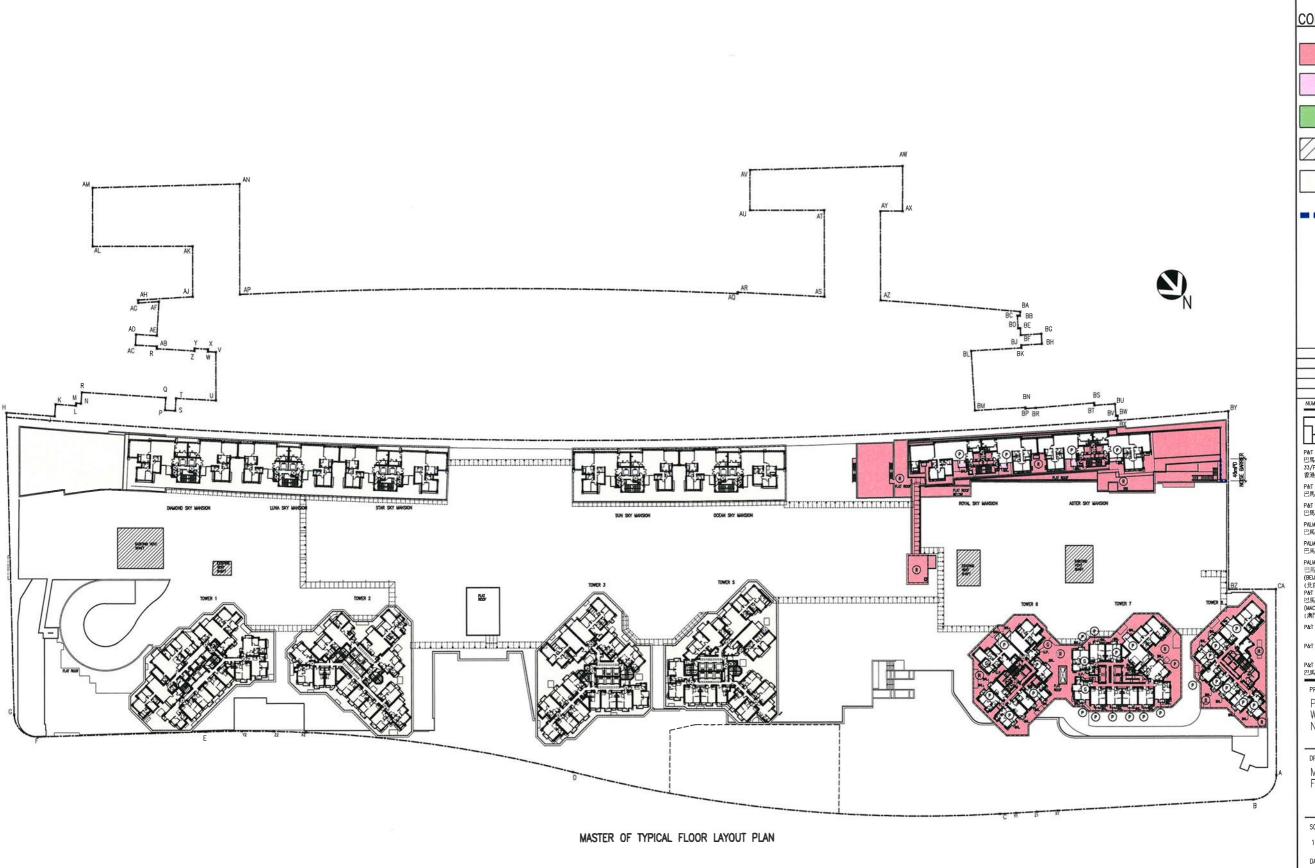
DRAWING / 图名

PART PLANS FOR RRF AT 6TH - 7TH FLOOR

DEG 2012	- A B C D	1	1	
DATE / 日期 DEC 2012	DMC-5-08			
1:500	4722			
SCALE / 比例	JOB NUMBER / 工程編號			

DESIGNED / 設計 CHECKED / 審核 APPROVED / 審定

Authorized Person



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Authorized Person

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RESIDENTIAL COMMON AREAS IN PHASE 5



BALCONY (BAL.)

UTILITY PLATFORM (U.P.)



STATION COMPLEX



REFER PRINCIPAL DMC & SUB-DMC OF PHASE 3

NOISE MITIGATION MEASURES
IN PHASE 5

E	SEPT 2018	SIXTH SUBMISSION	
D	JUL 2018	FIFTH SUBMISSION	
С	JUN 2018	FOURTH SUBMISSION	

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PAT ARCHITECTS AND ENGINEERS 已馬丹拿建築及工程師有限公司 (MACAU BRANCH) (澳門分公司)

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TEL/電話: 853-2855 0341 FAX/傳真: 853-2831 4214

PROJECT / 工程項目

PROPERTY DEVELOPMENT AT WEST RAIL NAM CHEONG STATION NKIL 6333

DRAWING / 圖名

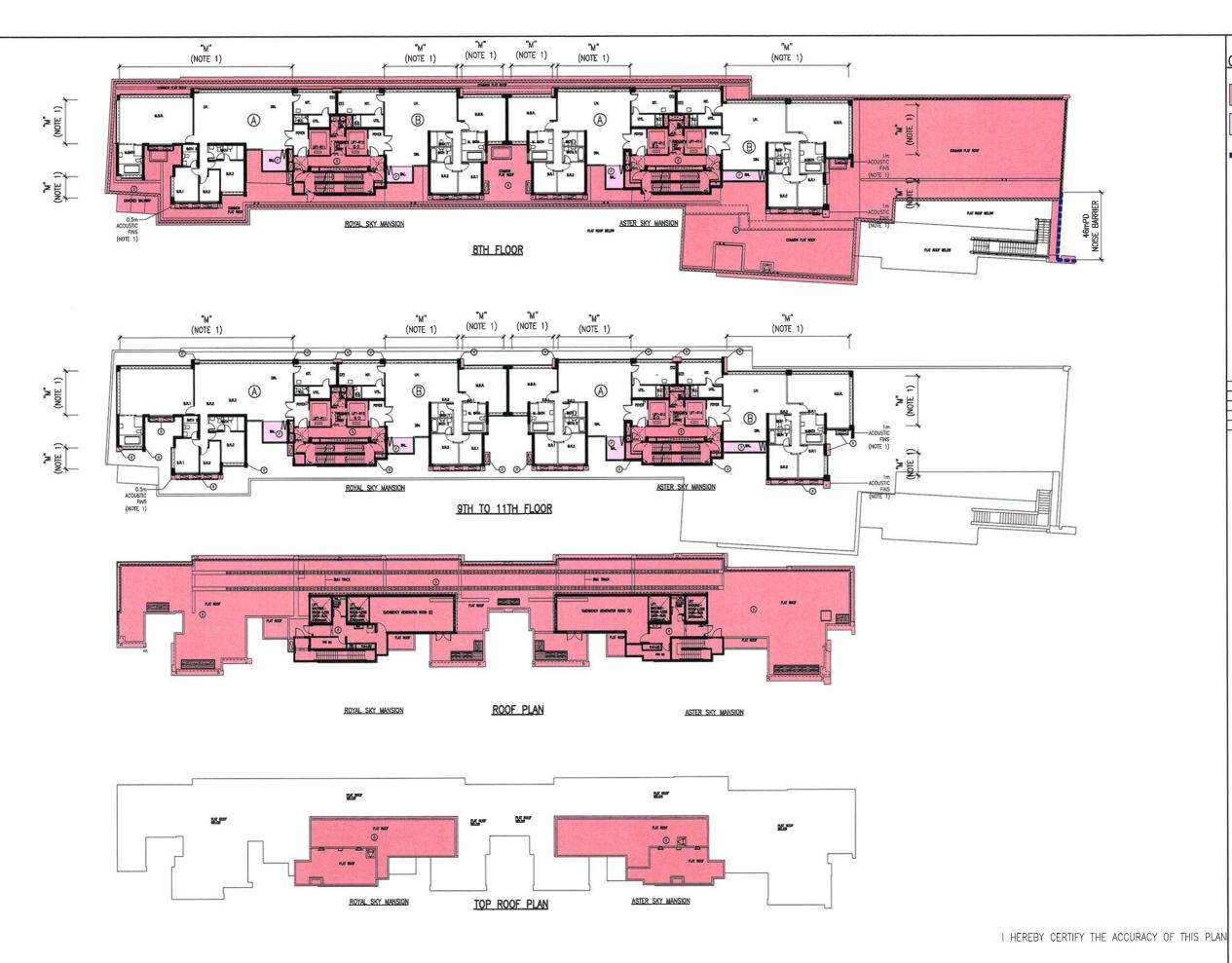
MASTER OF TYPICAL FLOOR LAYOUT PLAN

JOB NUMBER / 工程编號 SCALE / 比例 1:1250 4722 DATE / 日期 DRAWING NUMBER / 圖號 DMC-5-09 DEC 2012 - A B C D E

DESIGNED / 設計 | CHECKED / 審核

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"M" - MAINTENANCE WINDOW (FIXED GLAZING WILL BE PROVIDED. 1 OR 2 NUMBERS OF WINDOWS (OPENED WITH REMOVABLE-HANDLES ONLY AND LOCKED UNDER NORMAL CIRCUMSTANCES), EACH WITH MAXIMUM 300MM CLEAR WIDTH, MAY BE PROVIDED FOR MAINTENANCE AND CLEANING OF THE GLAZING.)

NOTE 1: NOISE MITIGATION MEASURE APPLY FOR ALL FLOORS.

COLOUR LEGEND

RESIDENTIAL COMMON AREAS IN PHASE 5



BALCONY (BAL.)

NOISE MITIGATION MEASURES IN PHASE 5

F	JUL 2018	SEVENTH SUBMISSION		
E	JUN 2018	SIXTH SUBMISSION		
D	JAN 2018	FIFTH SUBMISSION		
С	NOV 2017	FORTH SUBMISSION		

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852-2575 6575 852-2891 3834

PROJECT / 工程項目

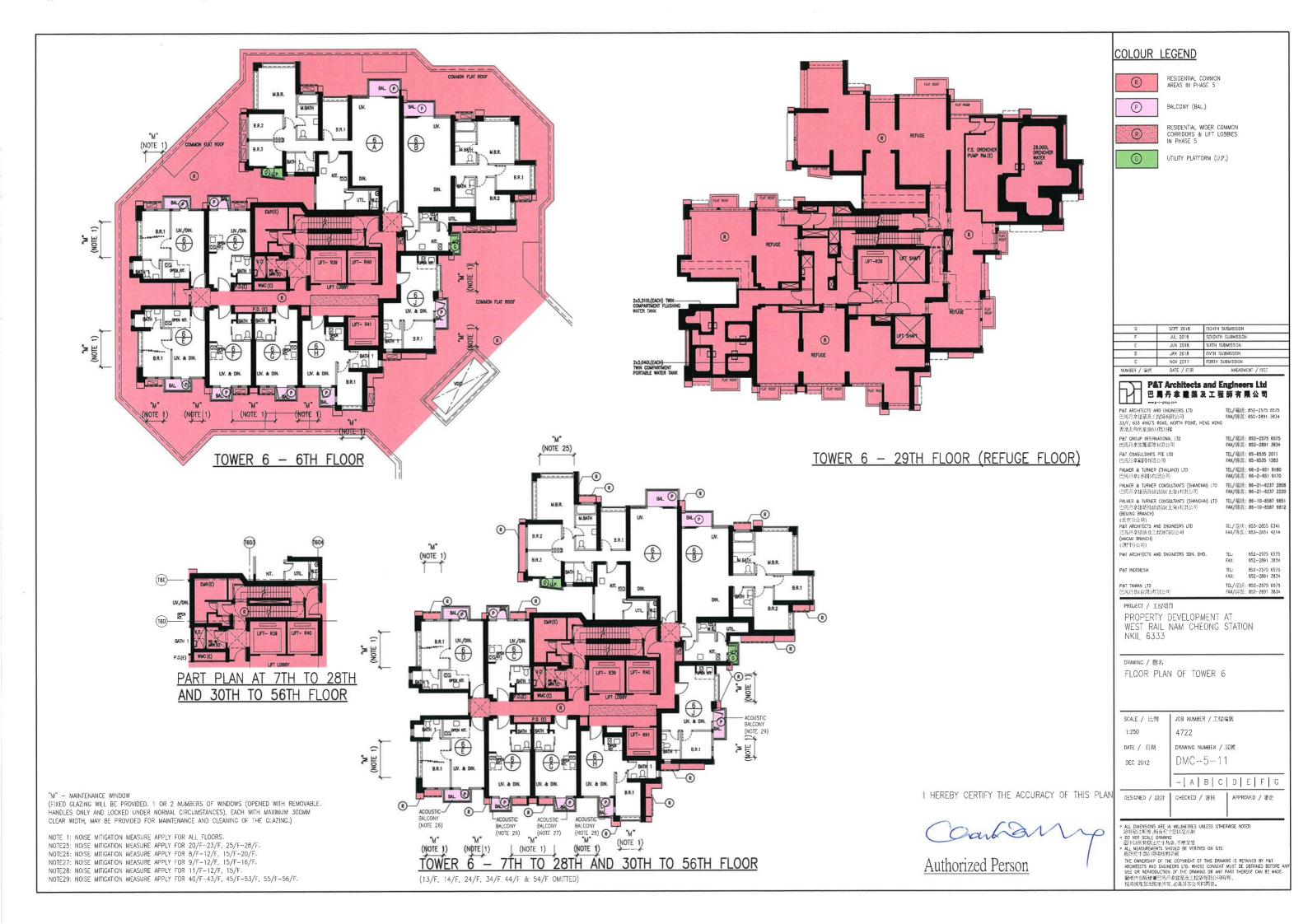
PROPERTY DEVELOPMENT AT WEST RAIL NAM CHEONG STATION NKIL 6333

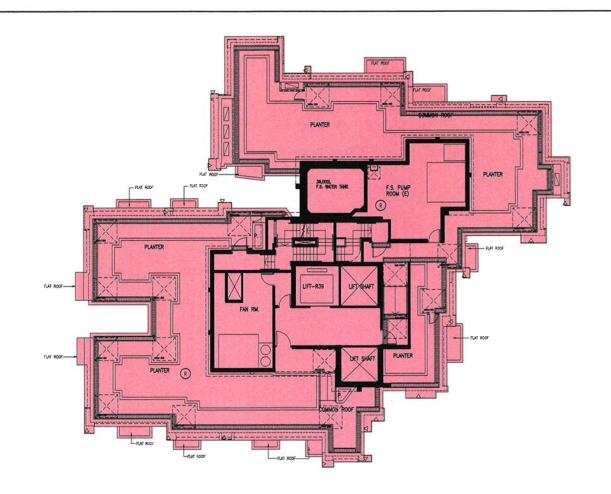
FLOOR PLAN OF ROYAL SKY MANSION & ASTER SKY MANSION

SI	CALE / 比例	JOB NUMBER / 工程编號
1	:400	4722
D/	ATE / 日期	DRAWING NUMBER / 圖號
0	DEC 2012	DMC-5-10
		- A B C D E F
1		DRAWING NUMBER / 圖號

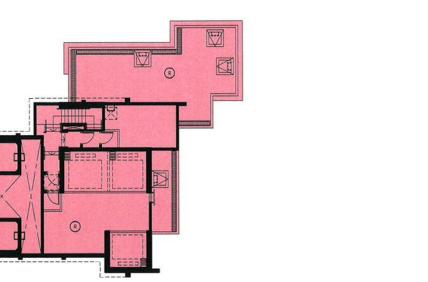
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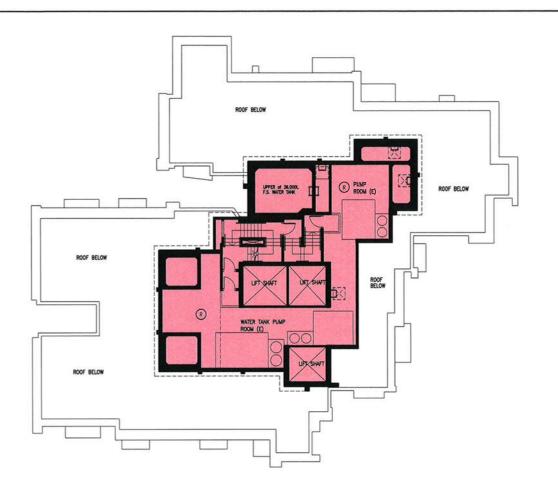




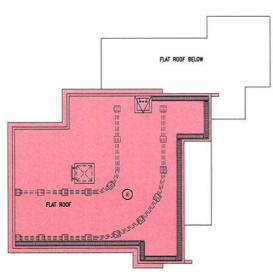
TOWER 6 - ROOF PLAN



TOWER 6 - LIFT MACHINE RM. AT LEV. +188.435



TOWER 6 - FAN ROOM & WATER TANK AT LEV. +185.185



TOWER 6 - TOP ROOF PLAN

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COLOUR LEGEND



RESIDENTIAL COMMON AREAS IN PHASE 5

\vdash				
\vdash	С	JAN 2018	FORTH SUBMISSION	
\vdash	θ	NOV 2017	THIRD SUBMISSION	
\vdash	A	JAN 2017	SECOND SUBMISSION	
\vdash	-	DEC 2012	FIRST SUBMISSION	

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852-2575 6575 852-2891 3834

PROJECT / 工程項目

PROPERTY DEVELOPMENT AT WEST RAIL NAM CHEONG STATION NKIL 6333

DRAWING / 囮名

FLOOR PLAN OF TOWER 6

JOB NUMBER / 工程编號 SCALE / 比例 1:250 4722

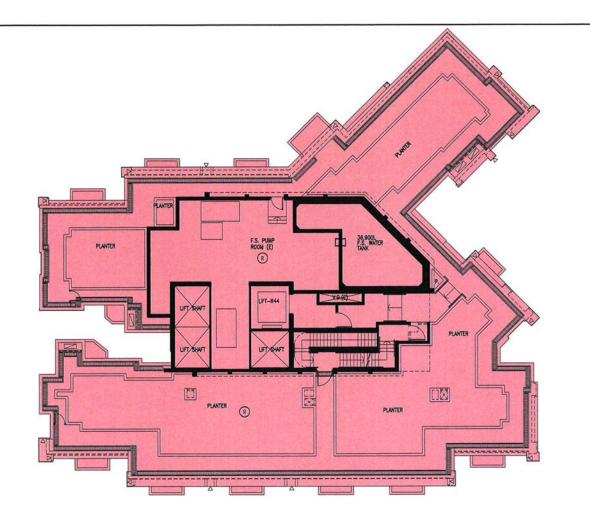
DATE / 日期 DRAWING NUMBER / 国號 DEC 2012

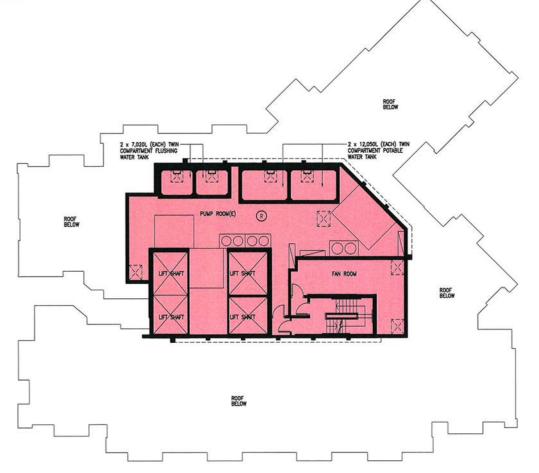
DMC-5-12

DESIGNED / 設計 | CHECKED / 審核

- A B C | | |

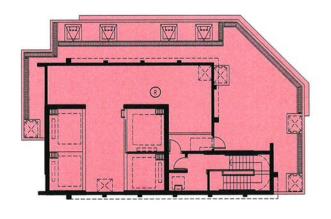


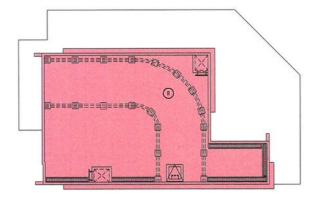




TOWER 7 - ROOF PLAN

TOWER 7 - FAN ROOM & WATER TANK AT LEV. +173.235





TOWER 7 - LIFT MACHINE RM. AT LEV. +175.485

TOWER 7 - TOP ROOF PLAN

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Authorized Person

COLOUR LEGEND

RESIDENTIAL COMMON AREAS IN PHASE 5

D	JAN 2018	FIVTH SUBMISSION	
С	NOV 2017	FORTH SUBMISSION	
В	FEB 2017	THIRD SUBMISSION	
A	JAN 2017	SECOND SUBMISSION	
- 2	DEC 2012	FIRST SUBMISSION	

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PROJECT / 工程項目

PROPERTY DEVELOPMENT AT WEST RAIL NAM CHEONG STATION NKIL 6333

DRAWING / 個名

FLOOR PLAN OF TOWER 7

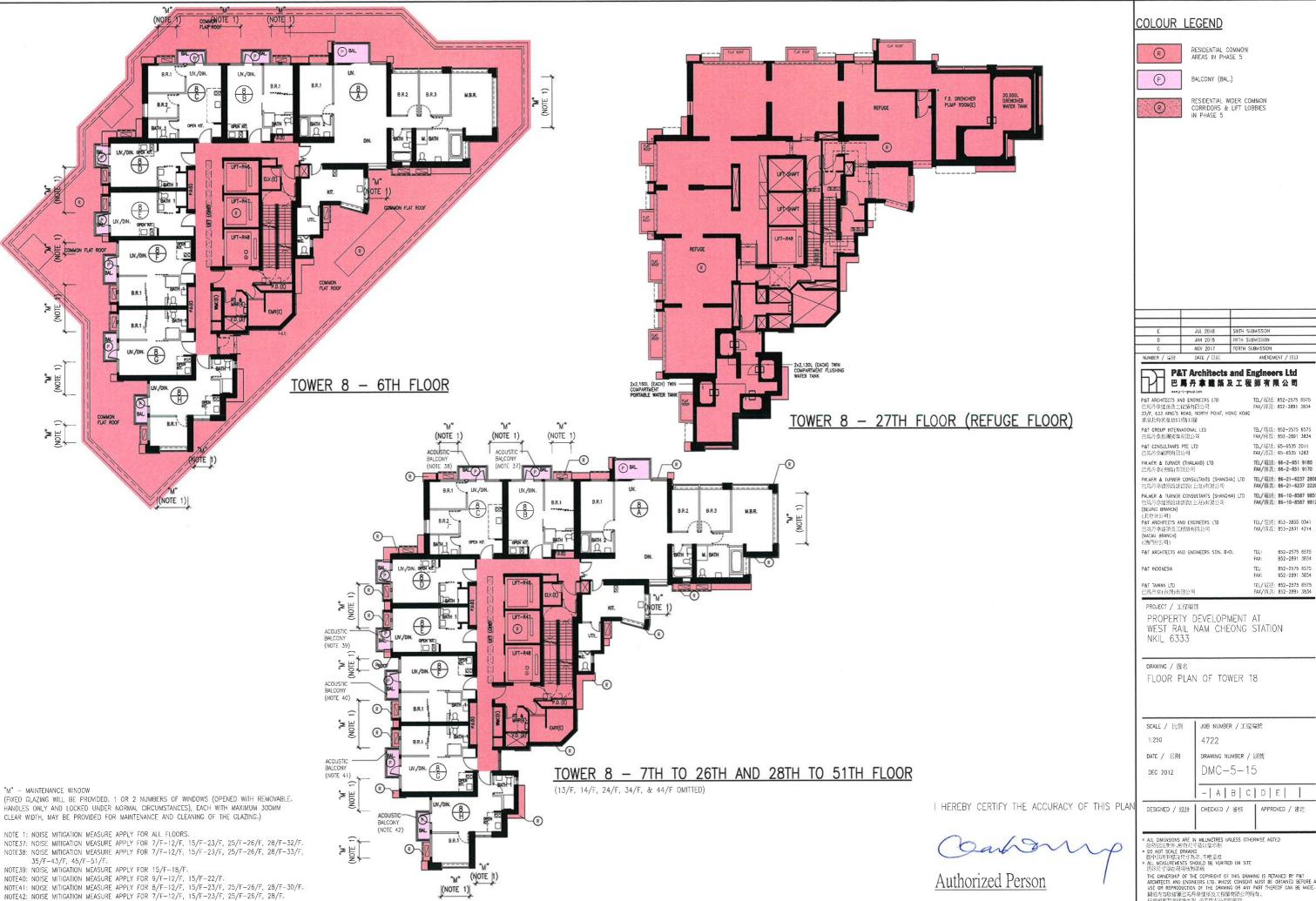
JOB NUMBER /工程編號 SCALE / 比例 1:250 4722

DATE / 日期 DEC 2012

DRAWING NUMBER / 證號 DMC-5-14

- A B C D | |

DESIGNED / 設計 | CHECKED / 審核



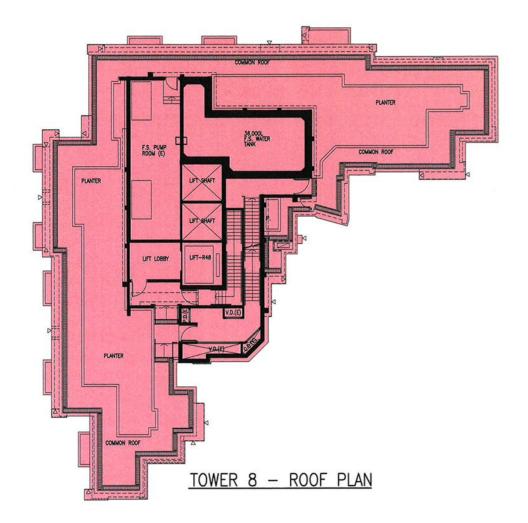
_	E	JUL 2018	SIXTH SUBMISSION	-
	0	JAN 2018	FIFTH SUBMISSION	
	С	NOV 2017	FORTH SUBMISSION	

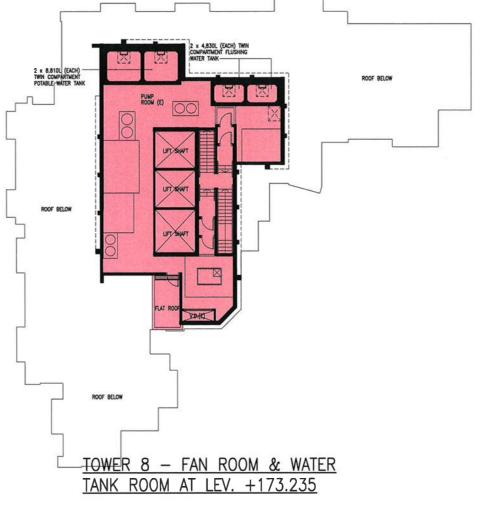
PROPERTY DEVELOPMENT AT WEST RAIL NAM CHEONG STATION

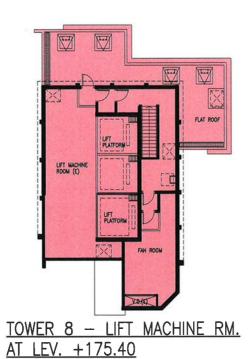
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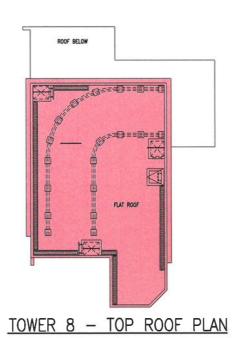
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С	NOV 2017	FORTH SUBMISSION
NUMBER / 编號	DATE / 日期	AMENDMENT / 修訂

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PROJECT / 工程項目

PROPERTY DEVELOPMENT AT WEST RAIL NAM CHEONG STATION NKIL 6333

DRAWING / 圖名

FLOOR PLAN OF TOWER 8

SCALE / 比例	JOB NUMBER / 工程編號
1:250	4722
DATE / 日期	DRAWING NUMBER / 圖號
DEC 2012	DMC-5-16

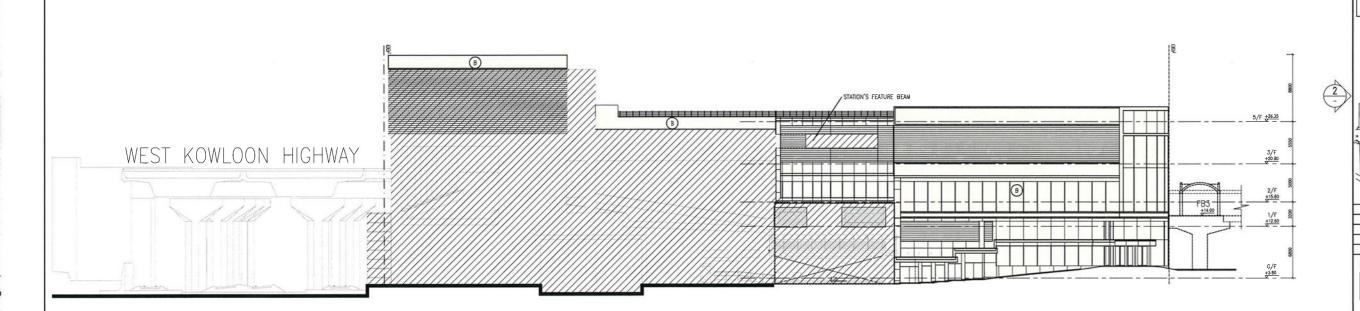
|-|A|B|C|D|E| | DESIGNED / 設計 | CHECKED / 審核

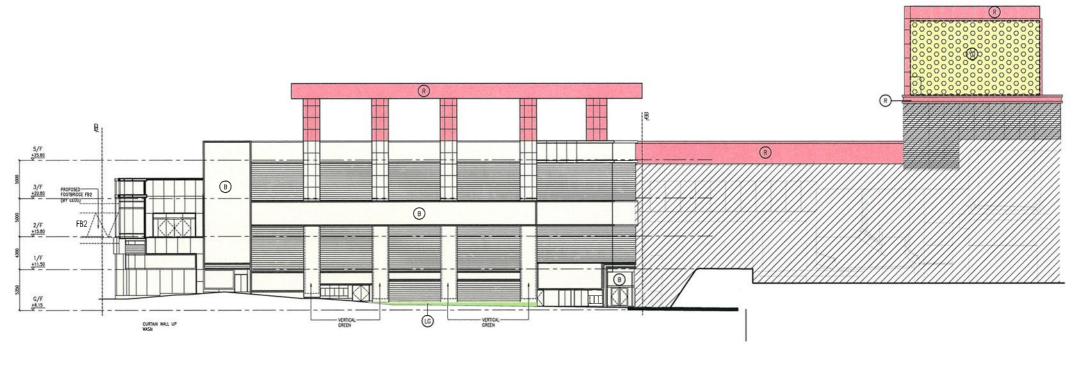
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I HEREBY CERTIFY THE ACCURACY OF THIS PLAN





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Authorized Person

COLOUR LEGEND

STATION COMPLEX

(6)

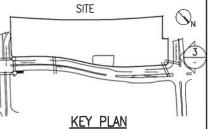
ESTATE COMMON AREAS IN PHASE 5

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RESIDENTIAL COMMON AREAS IN PHASE 5

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REFER TO PRINCIPAL DMC & SUB-DMC OF PHASE 3



В	JUN 2018	THIRD SUBMISSION
Α	JAN 2018	SECOND SUBMISSION
-	JAN 2017	FIRST SUBMISSION

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PROJECT / 工程項目

PROPERTY DEVELOPMENT AT WEST RAIL NAM CHEONG STATION NKIL 6333

DRAWING / 圖名 ELEVATION 2-3

SCALE / 比例 JOB NUMBER / 工程编號 1:500 4722 DRAWING NUMBER / 圖號 DATE / 日期 DMC-5-18 DEC 2012 - | A | B |

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