

THIS DEED made this day of 20

BETWEEN

(1) **SKY ASIA PROPERTIES LIMITED (天基置業有限公司)** whose registered office is situate at [Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong] (hereinafter called "the First Owner" which expression shall where the context so admits include its or their successors and assigns) of the first part;

(2)

(hereinafter called "the Second Owner" which expression shall where the context so admits includes his/her/its or their successors in title and persons deriving title under or through him/her/it or them) of the second part;

(3) **STAR GALAXY LIMITED (得倫有限公司)** whose registered office is situate at [Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong] (hereinafter called "the DMC Manager") of the third part; and

(4) **BANK OF CHINA (HONG KONG) LIMITED** whose registered office is situate at 14th Floor, Bank of China Tower, No.1 Garden Road, Central, Hong Kong (hereinafter called "the Mortgagee" which expression shall where the context so admits include its successors and assigns) of the fourth part.

WHEREAS :-

A. Immediately prior to the assignment to the Second Owner, the First Owner was the registered owner of the Land (as hereinafter defined) which is held from the Government (as hereinafter defined) absolutely under and by virtue of the Government Grant (as hereinafter defined) under which the First Owner is entitled to a lease of the Land for the residue of a term of 50 years commencing from the 15th day of December 2017 subject to payment of the rent and to the observance and performance of the terms of the Government Grant and subject to the interest of the Mortgagee under the Debenture (as hereinafter defined) so far as the interest of the First Owner is concerned.

B. The First Owner is in the course of developing the Land in accordance with the Approved Plans (as hereinafter defined) in three Phases. Phase 1 of the Estate (as hereinafter defined) has been completed.

C. For the purposes of sale and defining individual ownership, the Land and the Estate have

NOW THIS DEED WITNESSETH as follows :-

SECTION I

1. DEFINITION AND INTERPRETATION

1.1 In this Deed the following words and expressions shall have the following meanings ascribed to them whenever the context so permits :-

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|---------------------|---|
| “Acoustic Balcony” | The balcony of a Unit in the Residential Accommodation with ceiling lined with noise absorptive material forming part of the Noise Mitigation Measures which is shown for the purpose of identification purpose only on the plan(s) annexed hereto, the accuracy of such plan(s) has been certified by or on behalf of the Authorized Person and thereon hatched black and marked "ACOUSTIC BALCONY". |
| "Acoustic Windows" | The baffle type acoustic window of a Unit in the Residential Accommodation forming part of the Noise Mitigation Measures which are shown on the plan(s) annexed hereto, the accuracy of such plan(s) has been certified by or on behalf of the Authorized Person and thereon marked ACOUSTIC WINDOW. |
| "Approved Plans" | The general building plans and specifications in respect of the Estate or in respect of any part or parts of the Estate prepared by the Authorized Person and approved by the Building Authority under reference no.BD2/9004/18 and includes any amendment thereto as approved by the Building Authority. |
| "Authorized Person" | Mr. Wong Min Hon Thomas of Wong Tung & Partners Limited, and any other replacement authorized person for the time being appointed by the First Owner. |
| "Carpark" | All that the car parking facilities in the Estate designated for the parking of motor vehicles and motorcycles in accordance with the Approved Plans, which are for the purpose of identification shown coloured Orange on the plan(s) (certified as to their accuracy by the Authorized Person) annexed hereto, and which after the execution of the Sub-Deed of Mutual |

Covenant in respect of the Carpark, shall consist of the Carparking Spaces, Motorcycle Parking Spaces, the Carpark Common Areas and the Carpark Common Facilities.

"Carpark Common Areas"

Means all the spaces and areas in the Carpark to be designated under the subsequent Sub-Deed of Mutual Covenant in respect of the Carpark and intended for the common use and benefit of the Parking Spaces (but excluding the Visitors' Carparking Spaces and Parking Spaces for the Disabled Persons) including (but not limited to) fan rooms, EV charging rooms, smoke vents, circulation passages, void spaces, driveways, ramps, entrances, exits and other spaces or areas containing the Carpark Common Facilities, PROVIDED THAT, where appropriate, if (a) any parts of the Estate covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Ordinance and/or (b) any parts specified in the Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Carpark Common Areas and the spaces or areas containing the Carpark Common Facilities and the Carpark Common Areas will be for the purpose of identification shown on the plan(s) to be annexed to the Sub-Deed of Mutual Covenant in respect of the Carpark (the accuracy of such plans will be certified by the Authorized Person) EXCLUDING those areas designated as being part of the Estate Common Areas, the Residential Common Areas and the Premises.

"Carpark Common Facilities"

Means such facilities, equipment, machines, apparatus and installations in, under or above the Land and the Estate to be designated under the subsequent Sub-Deed of Mutual Covenant in respect of the Carpark and for the common use benefit and service of the Parking Spaces (but excluding the Visitors' Carparking Spaces and Parking Spaces for the Disabled Persons) only but no Owner of Carparking Spaces or Motorcycle Parking Spaces has the exclusive right to use or enjoy, and shall include (but not limited to) lighting, security system, fire service installation system, air-conditioning and

mechanical ventilation system (if any) and other electrical, mechanical and sanitary installations within the Carpark Common Areas for the common use and benefit of the Parking Spaces EXCLUDING those being part of the Estate Common Facilities and the Residential Common Facilities.

"Carpark Rules"

The rules governing the Carpark from time to time in force and made by the Manager pursuant to Clause 6.2.2 hereof.

"Carparking Space"

A Parking Space (excluding the Visitors' Carparking Spaces and Parking Spaces for the Disabled Persons) for the parking of motor vehicle provided pursuant to Special Condition No.(22)(a)(i) of the Government Grant.

"CCTV Imaging Device"

means a closed circuit imaging device.

"Common Electric Vehicle Facilities"

means all such facilities installed or to be installed in the General Common Areas for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance (Chapter 374) and parked at the Visitors' Carparking Spaces, the Parking Spaces for the Disabled Persons, and such facilities shall include but not limited to such wires, cables, ducts, trunking, electrical vehicle chargers, electric meters, base box, socket outlet, 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.

"concealed drainage pipes"

means the external drainage pipes enclosed by architectural features in respect of the Estate.

"Club"

The club premises and clubhouse of the Estate which includes residents' recreational facilities (R.R.F.) entrance & lift, function room, lounges, pantry, children play area, game room, gym room, female changing room, male changing room, accessible toilet, stores, filtration plant room, planters, cleaning room, swimming pools, pool deck, provided or erected by the First Owner for the use and enjoyment of the residents for the time being of the Units in all Phases of the Estate and their bona

vide visitors pursuant to Special Condition No.(12) of the Government Grant.

"Club Rules"

The rules governing the use, operation and maintenance of the Club from time to time in force and made pursuant to Clause 6.2.2 of this Deed.

"Conveyancing and Property Ordinance"

The Conveyancing and Property Ordinance Cap.219 of the Laws of the Hong Kong Special Administrative Region and any statutory amendments, modifications or re-enactments thereof for the time being in force.

"Curtain Walls"

means any curtain walls of the Estate other than those curtain walls which form the openable windows of a Unit.

"Debenture"

means the Building Mortgage dated 18th October 2018 made between the First Owner and the Mortgagee and registered in the Land Registry by Memorial No.18102901850027 and includes any supplements thereto, if any.

"This Deed"

This Deed of Mutual Covenant And Management Agreement.

"Drainage Reserve Areas"

The area shown coloured Pink stippled black and marked "DR" on the plan annexed to the Government Grant and referred to as "the Drainage Reserve Areas" in Special Condition No.(35)(a)(i) of the Government Grant.

"Estate"

The whole of the development constructed or in the course of construction on the Land in accordance with the Government Grant and the Approved Plans and known as [" "].

"Estate Common Areas"

Such of the lift lobby, transformer room, switch room, master meter room, such part or parts of the Slopes and Retaining Walls (if any) within the Land, Fire Services (F.S.) water tank & pump rooms, switch room, electrical switch room, Fire Services (FS) control room, refuse storage material recovery, Drainage Reserve Areas, sprinkler pump rooms, Owners' Committee's office, caretaker's office, Emergency Vehicular Access (EVA), parking space for refuse collection operation, emergency generator room, electrical vehicle (EV) charging

room, irrigation pump & cleansing water pump room, extra-low voltage (ELV) room, carpark fan room, street fire hydrant (S.F.H.) water tank and pump room, smoke vents, delivery hatch, gas valve, air ducts, pipe ducts, other areas and spaces containing the Estate Common Facilities and other areas and spaces in any part or parts of the Estate which are designated as being for the common use and benefit of the Owners in all Phases of the Estate, PROVIDED THAT, where appropriate, if (a) any parts of the Estate covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Ordinance and/or (b) any parts specified in the Schedule 1 to the Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Estate Common Areas and the Estate Common Areas are for the purpose of identification shown coloured Indigo on the plan(s) (certified as to their accuracy by the Authorized Person) annexed hereto EXCLUDING those areas designated as being part of the Residential Common Areas, the Carpark Common Areas and the Premises.

"Estate Common Facilities"

All equipment, facilities and systems designated as being for the use, benefit or service of the Estate Common Areas and for the common use and benefit of the Owners in all Phases of the Estate and without limiting the generality of the foregoing, include :-

- (a) Such of the sewers, drains, water courses, pipes, gutters, wires and cables and other service facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Estate through which water, sewage, gas, electricity and any other services are supplied to the Estate or any part or parts thereof;
- (b) Fire services installation and equipment;
- (c) Lamp posts, traffic lights and lighting within the Estate;

- (d) Lightning conductor of the Estate;
- (e) CCTV Imaging Device; and
- (f) Other facilities and systems (other than those facilities designated as being part of the Residential Common Facilities or the Carpark Common Facilities) for the use and benefit of the Estate and not for the use and benefit of any particular Owner.

"Estate Rules" The rules governing the Estate as a whole and the Estate Common Areas and the Estate Common Facilities from time to time in force and made by the Manager pursuant to Clause 6.2.2 hereof.

"Fire Safety Management Plan" The fire safety management plan and measures relating to the Estate required to be implemented by the Buildings Department and Fire Services Department a copy of which is deposited by the First Owner at the management office of the Estate and any addition or variation thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department or any other relevant government authority.

"Fire Services Installations for Open Kitchen" The addressable smoke detection system provided within the Open Kitchen and at the lift lobbies, automatic sprinkler system, full height fire-rated screening wall for the Open Kitchens provided for and forming part of the Units serving exclusively that Unit.

"General Common Areas" The Estate Common Areas, the Carpark Common Areas (after the execution of the Sub-Deed of Mutual Covenant in respect of the Carpark), the Residential Common Areas and all those parts of the Estate designated as common areas in any Sub-Deed(s) of Mutual Covenant which are designated as being for the common use and benefit of the relevant Owners in all Phases of the Estate.

"General Common Facilities" The Estate Common Facilities, the Carpark Common Facilities (after the execution of the Sub-Deed of Mutual

Covenant in respect of the Carpark), the Residential Common Facilities and all such of the facilities of the Estate designated as common facilities in any Sub-Deed(s) of Mutual Covenant which are designated as being for the common use and benefit of the relevant Owners in all Phases of the Estate.

"General Fund"	The fund (which is not a Special Fund) established and maintained by the Manager under Clause 6.2.6 hereof to pay the Management Expenses.
"Government"	The Government of Hong Kong.
"Government Grant"	Agreement and Conditions of Sale dated the 15th day of December 2017 and registered in the Land Registry as Conditions of Sale No.20313 and any variation and modification thereto, if any.
"Greenery Areas"	The greenery areas (including vertical greening and covered greenery area) of the Estate, which are areas landscaped under Special Condition No.(5) of the Government Grant, are shown on the Greenery Area Plan annexed hereto, the accuracy of such plan has been certified by or on behalf of the Authorized Person, and thereon coloured Yellow Dashed Black and Yellow Cross Hatched Black and their size (in area) and common access thereto are also indicated thereon.
"Hong Kong"	The Hong Kong Special Administrative Region of the People's Republic of China.
"Land"	All That piece or parcel of land registered in the Land Registry as The Remaining Portion of New Kowloon Inland Lot No.6549.
"Maintain" or "maintain"	Includes but is not limited to inspecting, testing, repairing, upholding, supporting, rebuilding, overhauling, paving, purging, scouring, cleansing, emptying, amending, keeping, replacing, redesigning, refurbishing, renovating, improving, decorating and painting or such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and "maintenance" shall be construed

accordingly.

"Maintenance Manual for the Works and Installations"	means the maintenance manual for the Works and Installations as mentioned in Clause 9.1.10 of Section IX as may from time to time be revised in accordance with the provisions of this Deed.
"Management" or "management"	All duties and obligations to be performed and observed by the Manager pursuant to this Deed.
"Management Expenses"	The costs, charges and expenses necessarily and reasonably incurred in the management and maintenance of the Land and the Estate as more particularly provided in Clause 6.4.1 hereof.
"Management Fee"	The monthly sum payable by an Owner under Clause 6.4.3 (a) hereof for his share of the budgeted Management Expenses.
"Management Shares"	The respective shares set out in the Second Schedule hereto based on which the contribution of each Owner towards the management of the Land and the Estate under this Deed including the budgeted Management Expenses and the Manager's Remuneration is calculated.
"Manager"	Any person who for the time being is, for the purpose of this Deed, managing the Estate.
"Manager's Remuneration"	The remuneration of the Manager as provided in Clause 6.3.1 hereof.
"Month"	A calendar month.
"Motorcycle Parking Space"	A Parking Space designated as being for the parking of motor cycle provided pursuant to Special Condition No.(22)(c)(i) of the Government Grant.
"NIA"	The Noise Impact Assessment in respect of the Land and the Estate approved by the Director of Environmental Protection.
"Noise Mitigation Measures"	The noise mitigation measures proposed in the NIA, including but not limited to the Acoustic Windows, Acoustic Balconies,

acoustic fins, fixed glazing / maintenance windows, self-closing doors and 1.5mH parapet wall which are shown on the plan(s) annexed hereto, the accuracy of such plan(s) has been certified by or on behalf of the Authorized Person and thereon marked ACOUSTIC WINDOW, ACOUSTIC BALCONY, ACOUSTIC FIN, FIXED GLAZING / MAINTENANCE WINDOW, SELF-CLOSING DOOR and MIN. 1.5m(H) PARAPET WALL respectively.

"Non-enclosed Areas"

(1) The balconies (including Acoustic Balconies), the utility platforms which are shown on the plan(s) annexed hereto and thereon hatched black marked BAL. and stippled black marked U.P. respectively; and (2) the covered areas underneath the balconies (including Acoustic Balconies) or the utility platforms which are shown and indicated in dotted line on Phase 1 Tower 1 1/F Plan, Phase 1 Tower 2 1/F Plan, Phase 1 Tower 3 (3A & 3B) 2/F Plan, Phase 1 Tower 5 2/F Plan, Phase 2 Tower 1 1/F Plan, Phase 2 Tower 2 1/F Plan, Phase 2 Tower 3 (3A & 3B) 2/F Plan, Phase 2 Tower 5 2/F Plan, Phase 2 Tower 6 2/F Plan, Phase 3 Tower 1 (1A & 1B) 1/F Plan and Phase 3 Tower 2 1/F Plan of the plan(s) annexed hereto; the accuracy of all such plan(s) has been certified by or on behalf of the Authorized Person.

"Occupation Permit"

An occupation permit or temporary occupation permit of the Estate or any part thereof issued by the Building Authority.

"Occupier"

An occupant or occupier of the Premises for the time being.

"Open Kitchen"

The open kitchen (including the Fire Services Installations for Open Kitchen) of a Unit and such open kitchen is for the purpose of identification shown on the plans annexed hereto, the accuracy of such plans has been certified by or on behalf of the Authorized Person and thereon marked "OPEN KIT."

"Ordinance"

The Building Management Ordinance (Cap.344).

"Owner" or "Owners"

Each person in whom for the time being any Undivided Share is vested and appears from the records at the Land Registry to be the owner of such Undivided Share and every joint tenant or

tenant in common of any Undivided Share, and (where any Undivided Share has been assigned or charged by way of mortgage or charge) includes both the mortgagor or chargor and the mortgagee or chargee in possession of or having foreclosed such Undivided Share Provided that (subject to the provisions of the mortgage or charge) the voting rights attached to such Undivided Share by the provisions of this Deed is exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed such Undivided Share or has appointed a receiver to manage such Undivided Share, in which case only the mortgagee or chargee in possession of or who has foreclosed such Undivided Share or has appointed a receiver to manage such Undivided Share is entitled to exercise the voting rights.

"Owners' Committee"

A committee of the Owners of the Estate established under the provisions of this Deed.

"Owners' Corporation"

The corporation of the Owners incorporated under section 8 of the Ordinance.

"Parking Space"

A Carparking Space or a Motorcycle Parking Space (each of which is provided with associated Private Electric Vehicle Facilities) to which Undivided Shares have been or will be allocated under this Deed or a Sub-Deed of Mutual Covenant, or a Visitors' Carparking Space (each of which is provided with associated Common Electric Vehicle Facilities) or a Parking Space for the Disabled Person (each of which is provided with associated Private Electric Vehicle Facilities or Common Electric Vehicle Facilities (as the case may be)). Such space is shown as a space for parking on the car park layout plan approved by the Building Authority and the Director of Lands and including any approved amendment(s) to such plan.

"Parking Space for the Disabled Person"

A Parking Space designated as being for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation provided pursuant to Special Condition No.(22)(b)(i) of the Government Grant which are shown on the plan(s) annexed hereto, the accuracy of such plan(s) has been

certified by or on behalf of the Authorized Person and thereon marked V2, V3 and V9 (on Phase 1 Basement 2 Floor Plan), V4, V5 and V8 (on Phase 2 & Phase 3 Basement 2 Floor Plan).

- "Phase"
A phase of the Estate in the context of the Land being constructed and developed in phases in accordance with the Approved Plans.
- "Phase 1"
All those parts of the Estate comprising, inter alia, all the Units in Phase 1 Tower 1, Phase 1 Tower 2, Phase 1 Tower 3 (3A & 3B), Phase 1 Tower 5 of the Residential Accommodation, part of the Carpark, the Estate Common Areas and Estate Common Facilities within Phase 1, the Residential Common Areas and Residential Common Facilities within Phase 1 erected or to be erected thereon.
- "Phase 2"
All those parts of the Estate comprising, inter alia, all the Units in Phase 2 Tower 1, Phase 2 Tower 2, Phase 2 Tower 3 (3A & 3B), Phase 2 Tower 5 and Phase 2 Tower 6 of the Residential Accommodation, part of the Carpark, the Estate Common Areas and Estate Common Facilities within Phase 2 and the Residential Common Areas and Residential Common Facilities within Phase 2 erected or to be erected thereon.
- "Phase 3"
All those parts of the Estate comprising, inter alia, all the Units in Phase 3 Tower 1 (1A & 1B) and Phase 3 Tower 2 of the Residential Accommodation, the Residential Common Areas and Residential Common Facilities within Phase 3 erected or to be erected thereon.
- "Premises"
A Unit, or the Carpark and after the execution of any Sub-Deed of Mutual Covenant in respect of the Carpark, a Carparking Space or a Motorcycle Parking Space (as the case may be); and "his Premises " in relation to an Owner means the Premises in respect of which the Owner as between himself and Owners or occupiers of other parts of the Estate, has the full and exclusive right and privilege to hold, use, occupy and enjoy.
- "Private Electric Vehicle Facilities"
All such facilities installed or to be installed in the Carpark for serving any of the Carparking Spaces or Motorcycle

Parking Spaces situated within the Carpark exclusively for the purpose of or in relation to the charging of electric motor vehicles or electric motorcycles licensed under the Road Traffic Ordinance parking at such Carparking Spaces or Motorcycle Parking Spaces; such facilities shall include but not limited to such wires, cables, ducts, trunking, electric vehicle chargers, 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.

"Private Open Space"

The open space or spaces within the Land which are required to be laid formed erected constructed provided landscaped upheld maintained repaired and managed in accordance with Special Condition (6)(a) of the Government Grant which are for purpose of identification coloured Yellow Hatched Red on the plan(s) (certified as to their accuracy by the Authorized Person) annexed hereto.

"Recreational Areas and Facilities"

Those recreational areas and facilities in the Estate including (but not limited to) the Club and other areas and facilities designated as being for the use and enjoyment of the residents of the Residential Accommodation in all Phases of the Estate as well as their bona fide visitors for recreational purposes and all ancillary equipment, facilities and structures serving such areas which are shown for purpose of identification on the plan(s) annexed hereto, the accuracy of such plan(s) has been certified by or on behalf of the Authorized Person, and thereon coloured Yellow Hatched Black.

"Residential Accommodation"

The 11 towers erected or in the course of being erected on the Land and designated as Phase 1 Tower 1, Phase 1 Tower 2, Phase 1 Tower 3 (3A & 3B), Phase 1 Tower 5, Phase 2 Tower 1, Phase 2 Tower 2, Phase 2 Tower 3 (3A & 3B), Phase 2 Tower 5, Phase 2 Tower 6, Phase 3 Tower 1 (1A & 1B) and Phase 3 Tower 2 and designated as being for private residential purposes.

"Residential Common Areas"

Such of the roofs (unless otherwise specifically included in the Unit), entrance lobbies, lift shafts, water tanks, flat roofs (other than those designated as being part of the Estate Common Areas and the Units), lift lobbies, lift machine rooms, staircases, corridors, external walls of the Residential Accommodation (including but not limited to the Curtain Walls and external parapet walls enclosing the roof or flat roof of a Unit), architectural features, non-structural prefabricated external walls, acoustic fins, parapet walls (other than those between Units or forming part of a Unit), the Recreational Areas and Facilities, filtration plant room, the Greenery Areas, potable & flushing water tank & pump rooms, emergency generator room, Fire Services (F.S.) water tank & pump rooms, low voltage (L.V.) switch rooms, water meter cabinets (W.M.C.), electrical ducts, pipe ducts (P.D.), refuse storage material recovery rooms (R.S.M.R.R.), electrical meter cabinets, air ducts (AD), air conditioning (A/C) platforms, electrical switch room, Visitors' Carparking Spaces, Parking Spaces for the Disabled Persons, the loading and unloading spaces provided pursuant to Special Condition No.(23) of the Government Grant, Private Open Space, telecommunications and broadcasting equipment rooms (T.B.E.), cleansing water pump room, switch room, water meter room (W.M.R.), electrical meter room (E.M.R.), hose reel (H.R.), extra-low voltage (E.L.V.) room, refuse room air duct, emergency generator room, cable riser duct, such areas and spaces containing the Residential Common Facilities and other areas and spaces in any part or parts of the Estate which are designated as being for the common use enjoyment and benefit of the Owners of the Residential Accommodation in all Phases of the Estate, PROVIDED THAT, where appropriate, if (a) any parts of the Estate covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Ordinance and/or (b) any parts specified in the Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Ordinance, shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas and the Residential Common Areas are for the purpose of identification shown

coloured Yellow, Yellow Hatched Red, Yellow Stippled Black and Yellow Hatched Black on the plan(s) (certified as to their accuracy by the Authorized Person) annexed hereto EXCLUDING those areas designated as being part of the Estate Common Areas and the Carpark Common Areas and the Premises.

- "Residential Common Facilities" All those facilities, equipment, machines, apparatus and installations in, under or above the Land and the Estate designated as being for the general benefit and service of the Residential Accommodation only but to which no Owner of a Unit has the exclusive right to use or enjoy the same including (but not limited to) Common Electric Vehicle Facilities, lighting pole, gondola, lifts, lighting, communal television antennae, water tanks, satellite dishes, recreational facilities, machinery or equipment for any lift, air-conditioning or heating system or any similar device, security system, fire service installation system and such electrical, mechanical and sanitary installations which are designated as being for the common use enjoyment and benefit of the Owners and residents of the Residential Accommodation in all Phases of the Estate EXCLUDING those facilities designated as being part of the Estate Common Facilities and the Carpark Common Facilities.
- "Residential Rules" The rules governing the Residential Accommodation from time to time in force and made by the Manager pursuant to Clause 6.2.2 hereof.
- "Right of Way Area" The areas shown coloured Brown and Yellow Hatched Brown on the plan annexed to the Government Grant which areas are required to be upheld, maintained and repaired in accordance with Special Condition No.(21) of the Government Grant.
- "Rules" The Residential Rules, the Carpark Rules, the Estate Rules and the Club Rules.
- "Slopes and Retaining Walls" Such slopes, slopes treatment works, retaining walls and other structures and drainage within (if any) or outside the Land and the Estate that are required to be maintained by the Owners

under the Government Grant.

"Slope Maintenance Manual"	The slope maintenance manual in respect of the Slopes and Retaining Walls prepared in accordance with Geoguide 5 - Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time).
"Special Fund"	A special fund to be set up by the Manager pursuant to Clause 6.2.7 of this Deed for expenditure in relation to the management of the Estate of a capital nature or a kind not expected to be incurred annually for the purpose of paragraph 4 of Schedule 7 to the Ordinance.
"Sub-Deed of Mutual Covenant"	A sub-deed of mutual covenant which may be entered into by the First Owner and other parties in respect of any part or parts of the Land and the Estate after the execution of this Deed.
"Undivided Share"	An equal undivided part or share of and in the Land and of and in the Estate allocated in accordance with the provisions of this Deed or a Sub-Deed of Mutual Covenant (if any).
"Unit"	A flat in the Residential Accommodation to which Undivided Shares have been or will be allocated including but not limited to all the windows (including Acoustic Windows) whether openable or non-openable, window frames and all the glass of windows, pool, jacuzzi, Non-enclosed Areas, flat roof (other than those designated as being part of the Estate Common Areas and the Residential Common Areas), roof, the balustrade, railing parapets enclosing the Non-enclosed Areas, all non-structural or non-load bearing internal walls and partitions of or within the Unit, the inner half of any such non-structural or non-load bearing walls and partitions separating the Unit or any part thereof from any other part(s) of the Estate, all parapet walls of or within the Unit, the inner half of any such parapet walls separating the roof or flat roof of the Unit from the roof or flat roof of another Unit but shall exclude the external walls or external parapet walls (whether load bearing or structural or not) of the Residential Accommodation.

"Visitors' Carparking Space" Thirty four carparking spaces (six of which being a Parking Space for Disabled Person) designated as being for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of the residents of the buildings erected on the Land provided pursuant to Special Condition No.(22)(a)(iii) of the Government Grant which are for the purpose of identification shown coloured Yellow Stippled Black on the plan(s) (certified as to their accuracy by the Authorized Person) annexed hereto .

"Works and Installations" All the major works and installations in the Estate (whether forming part of the General Common Areas and General Common Facilities or not) requiring regular maintenance on a recurrent basis set out in the Third Schedule hereto subject to revision in accordance with clause 9.1.10 hereof.

1.2 In this Deed where the context so permits, references to the singular include the plural and vice versa and references importing any of the masculine feminine and neuter genders include the others of them and references to persons include corporations.

1.3 The headings in this Deed are included merely for ease of reference and shall not affect the interpretation or construction of any clause or paragraph.

SECTION II

RIGHTS AND OBLIGATIONS OF THE OWNERS

2.1 The First Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed and subject to the Debenture in so far as it is still subsisting have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Second Owner All That the Estate Together with the appurtenances thereto and the entire rents and profits thereof save and except only (a) the said Property assigned to the Second Owner as aforesaid and (b) the General Common Areas and General Common Facilities.

2.2 The Second Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner All That the said Property Together with the appurtenances thereto and the entire rents and profits thereof.

2.3 Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Deed.

2.4 The Owners shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions herein contained and the benefit and burden thereof shall be annexed to every part of the Land and the Estate and the Undivided Share or Shares held therewith. The Conveyancing and Property Ordinance shall apply to this Deed.

2.5 Subject to the Government Grant, every Owner shall have the full right and liberty without reference to any other Owner or any person who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or such person a party to the transaction to sell, assign, mortgage, charge, lease, licence or otherwise dispose of or deal with his Undivided Share(s) or interest in the Land and the Estate together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Estate which may be held therewith PROVIDED THAT any such transaction shall be expressly subject to and with the benefit of this Deed.

2.6 The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held PROVIDED ALWAYS that the provisions of this Clause, subject to the Government Grant, do not extend to any lease, tenancy or licence with a term not exceeding 10 years.

- 2.7 (a) The Estate Common Areas and the Estate Common Facilities are deemed to be common areas and facilities for the benefit of all Owners and may, subject to the provisions hereof, be used by each Owner in common with all the Owners or residents or occupiers for all purposes connected with the proper use and enjoyment of their respective parts of the Estate.
- (b) The Residential Common Areas and the Residential Common Facilities are deemed to be common areas and facilities for the benefit of all Owners of the Units and may, subject to the provisions hereof, be used by each Owner of a Unit in common with all the Owners or residents or occupiers for the time being of the Units for all purposes connected with the proper use and enjoyment of the Unit.
- (c) The Carpark Common Areas and the Carpark Common Facilities shall be deemed to be common areas and facilities for the benefit of the Carparking Space or Motorcycle Parking Spaces and may, subject to the provisions hereof and any Sub-Deed of Mutual Covenant, be used by each Owner of a Carparking Space or Motorcycle Parking Space in common with all the Owners or occupiers for the time being of the Carparking Space or Motorcycle Parking Spaces for all purposes connected with the proper use and enjoyment of the Carparking Space or Motorcycle Parking Space.

2.8 (1) Preamble

The covenants, rights, liberties, privileges, entitlements, exceptions and reservations in favour of the First Owner under this Clause 2.8 are intended to facilitate and enable the First Owner to do, exercise, carry out, perform and complete all such acts matters deeds and things as may be necessary and/or are pertaining to :

- (a) the construction, development and completion of the Estate of which have not been sold or assigned by the First Owner and shall not interfere with other Owners' right to hold, use, occupy and enjoy their Premises nor impede access to their Premises;
- (b) any change in design, layout, disposition, height and user of any part of the Estate of which have not been sold or assigned by the First Owner and shall not interfere with the Owners' right to hold use occupy and enjoy their Premises nor impede access to their Premises;
- (c) increasing the development potential of any part of the Land and/or the Estate of which have not been sold or assigned by the First Owner insofar as such increase shall be permissible and be approved by the Government Provided that such right

shall not interfere with the Owners' right to hold use occupy and enjoy their Premises nor impede access to their Premises; and

- (d) management and control of those parts of the Estate of which have not been sold or assigned by the First Owner.

2.8 (2) Exceptions and Reservations

Each and every Owner covenants with the First Owner with the intent that the covenants, rights, liberty, privileges, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Estate and the interest therein that for so long as the First Owner remains the registered and beneficial owner of any Undivided Share, and in addition to any other right which it may have reserved under the assignment to any Owner, the First Owner shall have the right from time to time as it shall deem fit to do all or any of the following acts or deeds and/or to exercise all or any of the following rights, liberty, privileges and entitlements :-

- (a) The right for the First Owner or other persons permitted or authorised by the First Owner to affix, remove, alter, maintain and renew at their own expense (a) chimneys, (b) signs, placards, posters and other advertising structures of whatsoever kind (whether illuminated or not) and (c) masts, conduits, plant, machinery, equipment, aerials, telecommunication transmitters and receivers, satellite dishes, satellite master antenna systems, tuners, broadcast reception, information distribution or communications systems and other fixtures (collectively "the aforesaid items") on the General Common Areas subject to the aforesaid items not interfering with the other Owners' or Occupiers' use and enjoyment of their own Premises nor impede access to their Premises PROVIDED THAT (i) the First Owner shall be responsible for repairing all damages made to any part of the Estate resulting from affixing, removing, altering, maintaining and renewing the aforesaid items; (ii) prior written consent of the Manager should have been obtained prior to the commencement of such work; (iii) any fee or monetary benefit arising from the aforesaid right to grant or permit the right as aforesaid shall go into the Special Fund; (iv) the First Owner shall at his own expense make good any damage that may be caused by or arising from the exercise of this right by the First Owner or other persons permitted or authorized by the First Owner; and (v) the affixing, removal, alteration, maintenance and renewal of the aforesaid items shall not affect the enjoyment by the Owners and Occupiers of their Premises or the Estate; (vi) the prior written approval by resolution of Owners at an Owners' meeting convened under this Deed has been obtained before the exercise of the

right; and (vii) the aforesaid items to be affixed on the General Common Areas shall be for the purpose of supplying utility services to the Land only.

- (b) Full power to build operate and to enter into and upon all parts of the Land and the Estate (other than any part of the Estate that have already been sold or assigned) with contractors, surveyors, workmen and all other necessary authorized persons and all necessary equipment, plant and materials for the purposes of constructing and completing the Estate on the Land (other than any part of the Estate which has been sold or assigned) or any part thereof in accordance with the Approved Plans and making good and rectifying any defects therein, and may for such purpose carry out all such works in, under or over the Land (other than any part of the Estate which has been sold or assigned) as it may from time to time see fit and to use the General Common Areas and General Common Facilities for the purpose of transportation and passage through and the storage of building materials and equipment within uncompleted Phases of the Estate for the purposes of constructing and completing the Estate on the Land or any part thereof in such manner and with such materials as the First Owner in its absolute and unfettered discretion shall deem fit and to use the General Common Areas and General Common Facilities for the purpose of storage of building materials and equipment for the purposes of making good or rectifying defects in such parts of the Estate the construction of which was completed Provided that nothing herein shall absolve the First Owner from obtaining any Government approval which may be required for the same. The right of the First Owner to enter the Land (other than any part of the Estate which has been sold or assigned) to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorized by the First Owner. The First Owner in pursuance of such work may from time to time issue in writing to the Owners instructions as to the areas or parts of the Land (other than any part of the Estate which has been sold or assigned) that the Owners, their servants, agents or licensees may or may not use while such works are being carried out. The exercise of any of the rights under this clause is subject to the condition that (i) the exercise of the rights reserved under this clause shall not interfere with an Owner's right to hold, use, occupy and enjoy the part or parts of the Estate which he owns or impede or restrict the access to and from any such part or parts of the Estate; (ii) the First Owner shall at its own expense make good any damage or loss that may be caused by or arise from such construction, demolition or other works or right of entry or the exercise of other rights under this clause and shall ensure that such works shall cause the least disturbance and be carried out without delay and negligence; and (iii) the First Owner shall, in exercise of such rights, provide at its own expense temporary noise abatement and dust protection measures to prevent the construction or other works within the Estate from causing inconvenience to the

Owners and occupiers of the Estate.

- (c) Subject to the prior written approval of the Owners' Committee (if formed) or where the Owners' Corporation has been formed, the prior written approval of the Owners' Corporation, the right to change the name of the Estate at any time up to 3 months after the issue of the certificate of compliance in respect of the whole of the Land upon giving not less than 6 months' prior written notice to the Owners.
- (d) The right to change, amend, vary, add to or alter the Approved Plans, carparking layout plans and landscape plan (collectively "the Plans") for any part or parts of the Land and the Estate that have not been sold or assigned by the First Owner PROVIDED THAT (i) such change, amendment, variation, addition or alteration will not interfere with the Owners' right to the exclusive use, occupation and enjoyment of their Premises; (ii) the exercise of the right by the First Owner shall not impede or restrict access to or from any Premises that have been assigned and (iii) the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed shall be obtained if such change, amendment, variation, addition or alteration affects the Estate Common Areas, the Estate Common Facilities, the Residential Common Areas or the Residential Common Facilities or any part thereof, but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director of Buildings or other relevant Government authorities pursuant to the Government Grant or other applicable legislation.
- (e) Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the right to apply, negotiate and agree with the Government to amend, vary, modify or waive the Government Grant or any provisions thereof in such manner as the First Owner may deem fit of any part or parts of the Estate that have not been sold or assigned by the First Owner without interfering with the use, enjoyment and occupation by the Owners of those Premises which have been assigned by the First Owner And Provided Further That any premium and administrative fee as may be required for the said amendment, variation, modifications or waiver shall be borne by the First Owner absolutely and Provided Further That the exercise of the right shall not in any way whatsoever interfere with an Owner's right to hold, use, occupy and enjoy his Premises or the General Common Areas or the General Common Facilities and that the access to or from his Premises shall not be restricted or impeded.
- (f) At any time hereafter to enter into a Sub-Deed of Mutual Covenant in respect of any part or Phases of the Estate owned by the First Owner Provided Always that (i) such

Sub-Deed of Mutual Covenant shall not be in conflict with or in breach of the conditions of the Government Grant, this Deed or any previous Sub-Deed of Mutual Covenant, and (ii) the approval by the Director of Lands to such Sub-Deed of Mutual Covenant shall have been obtained unless he shall have, in his absolute discretion, waived the requirement of such approval.

- (g) At all times hereafter but subject to and with the benefit of the Government Grant and this Deed insofar as they relate thereto, the full and unrestricted right without interference by the Owners to assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with the Undivided Shares which have not been sold or assigned by the First Owner and subject to the prior written approval of the Director of Lands to allocate and from time to time to re-allocate the Undivided Shares which have not been sold or assigned by the First Owner to any of the Premises which have not been sold or assigned by the First Owner and to assign, mortgage, charge, lease, license or franchise the full and exclusive right and privilege to hold, use, occupy and enjoy any such premises within the Estate PROVIDED THAT such dealings shall not contravene the conditions of the Government Grant AND PROVIDED FURTHER THAT the exercise of such right shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns nor impede access to his Premises and shall not result in disproportionate management charges being imposed on or voting rights being granted to the Owners of any specific parts of the Estate or to prevention or hindrance of incorporation of an Owners' Corporation.
- (h) Subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring land or to obtain any similar right by modification of the Government Grant or licence for the benefit of the Land and the Estate on such terms and conditions and from such persons as the First Owner shall deem fit PROVIDED THAT the exercise of such right shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns nor impede access to his Premises.
- (i) Subject to the Government Grant and subject to the prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the right

to grant any rights, rights of way or easements or quasi-easements to use any roads, driveways, passageways, walkways, footpaths or pedestrian bridges over any part or parts of the General Common Areas and the General Common Facilities or to grant any similar rights by licence for the benefit of any adjoining or neighbouring land or any land adjoining or connected to any adjoining or neighbouring land whether by any private or public road or passageway or otherwise whatsoever on such terms and conditions and to such persons as the First Owner shall deem appropriate PROVIDED THAT any receipt of payment from the exercise of such right shall form part of the Special Fund AND PROVIDED FURTHER THAT the exercise of such right shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns nor impede access to his Premises.

- (j) Subject to the prior written approval or consent of the Director of Buildings or other relevant Government authorities including (but not limited to) the Director of Lands and subject to any Sub-Deed of Mutual Covenant in respect of the Carpark, at any time hereafter and from time to time to change, amend, vary, add to or alter the permitted user the Approved Plans or the plans of the Carpark or any part thereof and/or the Parking Spaces owned by the First Owner and to change or alter number of the Parking Spaces provided within the Carpark the location and/or the areas of the Carpark and/or Parking Spaces owned by the First Owner without the concurrence or approval of any other Owner Provided That the rights and interest of other Owners shall not be affected And Provided That access to and from any part or parts of the Estate shall not be impeded or restricted And Provided Further That no part of the General Common Areas shall be affected in any way.
- (k) The right to designate and declare by deed any area or part or parts of the Carpark the sole and exclusive right to hold, use, occupy and enjoy which, and to receive the rents and profits in respect of which, is then beneficially owned by the First Owner to be Carpark Common Areas and Carpark Common Facilities whereupon with effect from such designation and declaration such part of the Carpark shall form part of the Carpark Common Areas and the Carpark Common Facilities as provided in this Deed and any Sub-Deed of Mutual Covenant and Owners of the Parking Space shall be responsible for payment of all government rent, rates, taxes and other fees or charges and shall contribute to the maintenance and upkeep of the same as if they were part of the Carpark Common Areas and the Carpark Common Facilities PROVIDED THAT such designation shall be for the benefit of all Owners of the relevant part or parts of the Carpark and in making such designation the First Owner shall not interfere with or affect an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns PROVIDED FURTHER THAT prior to such designation of the Carpark Common Areas and Carpark Common Facilities

the First Owner shall be solely responsible for the management and maintenance of the Carpark. The First Owner shall prepare a plan showing such Carpark Common Areas and Carpark Common Facilities to be kept in the management office of the Estate in the manner and for the purpose more particularly set out in Clause 9.1.2 hereof. Save and except as provided in this Clause, neither the First Owner nor the Manager shall have the right to redesignate the General Common Areas or the General Common Facilities.

- (l) At any time hereafter to enter into a Sub-Deed of Mutual Covenant in respect of Carpark owned by the First Owner for the purpose of allocating adjusting or re-allocating Undivided Shares to Carpark and of making further provisions for the use, management, maintenance and servicing of the Carpark and its equipment, services and apparatus and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof Provided Always that (i) such Sub-Deed of Mutual Covenant shall not be in conflict with or in breach of the conditions of the Government Grant, this Deed or any previous Sub-Deed of Mutual Covenant, (ii) the approval by the Director of Lands to such Sub-Deed of Mutual Covenant shall have been obtained unless he shall have, in his absolute discretion, waived the requirement of such approval, and (iii) the exercise of such right shall not affect an Owner's rights and interests or interfere with an Owner's right to hold, use, occupy and enjoy his Premises or impede or restrict the access to and from his Premises.

- (m) Without prejudice to the First Owner's right under Clauses 2.8(2)(f), 2.8(2) (k) and 2.8(2)(l) above and subject to prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to designate and declare by deed any area or part or parts or Phase of the Estate the sole and exclusive right to hold, use, occupy and enjoy which, and to receive the rents and profits in respect of which, is then beneficially owned by the First Owner to be additional Estate Common Areas and Estate Common Facilities or Residential Common Areas and Residential Common Facilities whereupon with effect from such designation and declaration such additional Estate Common Areas and Estate Common Facilities or Residential Common Areas and Residential Common Facilities (as the case may be) shall form part of the Estate Common Areas and Estate Common Facilities or Residential Common Areas and Residential Common Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the maintenance and upkeep of the same as if they were part of the Estate Common Areas and Estate Common Facilities or Residential Common Areas and Residential Common Facilities (as the case may be) PROVIDED THAT the First Owner shall not have the right to re-convert or re-designate such additional common areas and common

facilities to its own use or benefit PROVIDED FURTHER THAT such right shall not interfere with or affect the right of any Owner to hold, use, occupy and enjoy his Premises and PROVIDED FURTHER THAT notwithstanding anything herein contained, no such approval by a resolution of Owners shall be required for (i) the designation of any part of the Carpark to be part of the Carpark Common Areas and Carpark Common Facilities under and by virtue of a Sub-Deed of Mutual Covenant subject to the approval of the Director, and (ii) allocation, reallocation or sub-allocation of Undivided Shares to the common areas and facilities by the First Owner pursuant to Clauses 2.8(2)(f), 2.8(2) (k) and 2.8(2)(l) of this Deed.

2.8 (3) For the purpose of Clause 2.8, the expression “First Owner” shall exclude its assigns.

2.9 Insofar as may be necessary, the Owners hereby jointly and severally and irrevocably appoint the First Owner as their agent and grant unto the First Owner the full right, power and authority to do all acts, deeds, matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents and instruments as may be necessary for or incidental to the exercise of the First Owner's rights referred to in Clause 2.8 above with full power of delegation, and the Owners hereby jointly and severally undertake to do all acts, deeds, matters and things and to execute and sign seal such deeds and to sign such document or instrument as may be necessary to give effect to the above-mentioned grant. For the purpose of this Clause 2.9, the expression “First Owner” shall exclude its assigns.

2.10 Every assignment of any Undivided Shares shall contain an express covenant by the Purchaser thereof in the following terms : “The Purchaser hereby covenants with the Vendor that the Purchaser acknowledges the rights conferred on Sky Asia Properties Limited (and its successors (other than the Purchaser)) (“Sky Asia”) under Clause 2.8 of Section II of a Deed of Mutual Covenant and Management Agreement dated the [] day of [] and the Purchaser shall not do or permit anything to be done which will affect the exercise of the said rights by Sky Asia. The Purchaser hereby appoints Sky Asia to be its agent and grants unto Sky Asia the full right power and authority to do all acts matters and things and to execute and sign seal and as the act of the Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on Sky Asia as aforesaid with full power of delegation and further agrees to provide that every assignment of the Property by the Purchaser or his nominee or his sub-purchaser shall contain the like authority. This authority is deemed to have been granted jointly and severally by the Purchaser, if the Purchaser consists of more than one person.”

2.11 (1) Upon execution of this Deed, the whole of the Undivided Shares allocated to the General Common Areas and the General Common Facilities (save and except the Carpark Common Areas and Carpark Common Facilities) together with the General Common Areas and the General

Common Facilities (save and except the Carpark Common Areas and Carpark Common Facilities) shall be assigned to and vested in the Manager free of costs or consideration subject to and with the benefit of the Government Grant and this Deed..

(2) Upon execution of the Sub-Deed of Mutual Covenant in respect of the Carpark, such of the Undivided Shares reserved for and to be allocated to the Carpark Common Areas and Carpark Common Facilities together with the Carpark Common Areas and Carpark Common Facilities shall be assigned to the Manager free of costs or consideration subject to and with the benefit of the Government Grant and this Deed and the Sub-Deed of Mutual Covenant in respect of the Carpark.

(3) The Manager shall hold the Undivided Shares relating to the General Common Areas and General Common Facilities assigned as aforesaid on trust for the benefit of all the Owners for the time being subject to the Government Grant and subject to this Deed and the Sub-Deed of Mutual Covenant. Subject to Special Condition (17)(a)(viii) of the Government Grant, in the event the appointment of the Manager is terminated, or the Manager shall be dismissed, wound up or have a receiving order made against it or is removed, and another manager be appointed in its stead as the new Manager in accordance with this Deed, then the liquidator or the receiver or the outgoing Manager shall assign such Undivided Shares to the new Manager free of costs or consideration or that if an Owners' Corporation is formed under the Ordinance any regulations made thereunder and any amending legislation, it may require the Manager to assign such Undivided Shares and transfer the management responsibilities to it free of costs or consideration, in which event the Manager shall assign free of costs or consideration the Undivided Shares in respect of the corresponding General Common Areas and General Common Facilities together with such respective General Common Areas and General Common Facilities and transfer free of costs or consideration the management responsibility to the Owners' Corporation which shall hold such Undivided Shares on trust for the benefit of all the Owners for the time being PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights and powers of the Manager contained in this Deed.

2.12 Without prejudice to the First Owner's right under Clauses 2.8(2)(f), 2.8(2) (k) and 2.8(2)(l) above no Owner including the First Owner shall have the right to convert the General Common Areas and the General Common Facilities or any part thereof to his own use or for his own benefit unless approved by a resolution of the Owners' Committee. Any payment received for granting of such approval shall be credited to the Special Fund. No Owner (including the First Owner) shall have the right to convert or designate as the General Common Areas and the General Common Facilities such part(s) of the Estate the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. Neither the Owners (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the General Common Areas and General Common Facilities to his own use or for his own benefit.

2.13 The Greenery Areas shall only be used as greenery areas and shall not be used for any other purpose without the prior consent of the Building Authority.

SECTION III

EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD WITH EACH UNDIVIDED SHARE TOGETHER WITH THE FULL AND EXCLUSIVE RIGHT AND PRIVILEGE TO HOLD USE OCCUPY AND ENJOY ANY PREMISES HELD THEREWITH

A. Units

3.1.1 The Owner of a Unit shall have the benefit of the following easements, rights and privileges, subject to the conditions of the Government Grant and this Deed including the provisions of rights of the Manager and the First Owner herein provided :-

- (a) full right and liberty for each Owner of a Unit, his tenants, servants, agents and licensees (in common with all persons having the like right) to go pass and repass over and along and use the Residential Common Areas, the Residential Common Facilities, the Estate Common Areas and the Estate Common Facilities and (in common with all persons having the like right and subject to the rights (if any) of the tenants, lessees and licensees of the neighbouring land or premises as granted by the Government in respect of the Right of Way Area) to go pass and repass the Right of Way Area for all purposes connected with the proper use and enjoyment of his Unit;
- (b) the right to subjacent and lateral support from other parts of the Residential Accommodation in which the Unit is situated and the right to subjacent and lateral support from the foundations and all other parts of the Estate;
- (c) the free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and all other services from and to the Unit owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through the Land and the Estate for the proper use and enjoyment of the Unit owned by the Owner; and
- (d) full right and liberty for each Owner of a Unit, his tenants, servants, agents and licensees (in common with all persons having the like right) free and uninterrupted passage to go pass and repass over and along and use the Residential Common Areas, Residential Common Facilities, Estate Common Areas and Estate Common Facilities whether on foot, by wheelchair or by vehicle(s) for all purposes connected with the proper use and enjoyment of Visitors' Carparking Spaces, Parking Spaces for the Disabled Persons and the Recreational Areas and Facilities.

B. Carparking Spaces or Motorcycle Parking Spaces

3.2.1 The Owner of a Carparking Space or a Motorcycle Parking Space shall have the benefit of the following easements, rights and privileges subject to the conditions of the Government Grant and this Deed and the Sub-Deed of Mutual Covenant including the provisions of rights of the Manager and the First Owner herein provided :-

- (a) full right and liberty for each Owner of a Carparking Space or a Motorcycle Parking Space, his tenants, servants, agents and licensees (in common with all persons having the like right) to go pass and repass over and along and use the Carpark Common Areas, the Carpark Common Facilities, the Estate Common Areas and the Estate Common Facilities and (in common with all persons having the like right and subject to the rights (if any) of the tenants, lessees and licensees of the neighbouring land or premises as granted by the Government in respect of the Right of Way Area) to go pass and repass the Right of Way Area for all purposes connected with the proper use and enjoyment of his Carparking Space or a Motorcycle Parking Space (as the case may be);
- (b) full right and liberty for each Owner of the Carpark, a Carparking Space or a Motorcycle Parking Space (in common with all persons having the like right) to go pass and repass over and along and use the Residential Common Areas (in common with all persons having the like right) for the purposes of accessing Owners' Committee's office or caretaker's office;
- (c) the right to subjacent and lateral support from other parts of the Carpark in which the Carparking Space or Motorcycle Parking Space (as the case may be) is situated and the right to subjacent and lateral support from the foundations and all other parts of the Estate;
- (d) the free and uninterrupted passage and running of water, sewage, electricity and all other services from and to the Carparking Space or Motorcycle Parking Space (as the case may be) owned by the Owner through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through the Land and the Estate for the proper use and enjoyment of the Carparking Space or a Motorcycle Parking Space owned by the Owner; and
- (d) subject to the provisions of Clauses 5.3.7 and 5.3.8 of this Deed, full right and liberty for the Owner of the Carpark and each Owner of the Parking Space, his lessees, tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) at his own cost and expense to install, maintain, repair and replace an electric meter and such associated facilities within the EV charging room or any part provided

for such purpose of the General Common Areas and General Common Facilities and to lay and/or maintain, repair and replace such cables, base box, socket outlets, protective and security devices within the General Common Areas and General Common Facilities at such locations and in such manner to be approved by the Manager for the purposes of or in connection with the use and enjoyment and operation of the Private Electric Vehicle Facilities serving his Parking Space exclusively.

C. Provisions Applicable to All Owners

3.3.1 Each Owner of the Premises may, with or without servants, workmen and others at all reasonable times on reasonable written notice to and the consent of the relevant Owner or on reasonable written notice to the Manager (as the case may be for the Premises or the General Common Areas) (except in the case of emergency) enter into by prior appointment and upon the other Premises and the General Common Areas for the purposes of carrying out any work for the maintenance and repair of his Premises including any conducting media exclusively serving the same (such work not being the responsibility of the Manager hereunder) where such entry is necessary and such work cannot practically be carried out without the entry in the circumstances causing as little disturbance as possible and forthwith making good any damage caused thereby. For the purpose of this clause, conducting media means pipes, wires, cables, sewers, drains, water courses, trunking, ducts, flues, gutters, gullies, channels, conduits and other media.

SECTION IV

EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH UNDIVIDED SHARE TOGETHER WITH THE FULL AND EXCLUSIVE RIGHT AND PRIVILEGE TO HOLD USE OCCUPY AND ENJOY ANY PREMISES IS HELD

A. Units

4.1.1 The following are the easements, rights and privileges subject to which each Undivided Share and the exclusive right to hold, use, occupy and enjoy each Unit is held :-

- (a) The Manager shall have full right and privilege at all reasonable times on reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon the Unit, the Residential Accommodation or any part or parts thereof for the purposes of operating, inspecting, examining, maintaining, repairing and improving any of the General Common Areas within the Residential Accommodation or the Estate or any part or parts thereof or any of the General Common Facilities therein or the gondola or any other apparatus and equipment used or installed for the benefit of the Estate or any part or parts thereof as part of the amenities thereof which are not for the sole use and enjoyment of any individual Owner or to abate any hazard or nuisance which does or may affect the General Common Areas and the General Common Facilities or other Owners provided that the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for the negligent, wilful or criminal act of the Manager or the Manager's staff, employees, agents or contractors and shall at his own costs and expense make good any damage so caused and reinstate the same causing the least disturbance as is reasonably practicable provided further that the exercise of this right by the Manager shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict the access to and from such Unit owned by him.
- (b) Easements, rights and privileges over, along and through each Unit equivalent to those set forth in paragraphs (b) and (c) of Clause 3.1.1.
- (c) The Government and Director of Lands, its or their officers, contractors, agents, workmen and any other persons authorised by it or them with or without tools, equipment, plant, machinery or motor vehicles shall have full rights and privileges of ingress, egress and regress to, from and through the Land for the purpose of carrying out of any works under the Government Grant and for the inspecting, checking and supervising such works.

B. Carparking Space or Motorcycle Parking Spaces

4.2.1 The following are the easements, rights and privileges subject to which each Undivided Share and the right to hold, use, occupy and enjoy each Carparking Space or Motorcycle Parking Space is held :-

- (a) The Manager shall have full right and privilege at all reasonable times on reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon the Carparking Space or Motorcycle Parking Space, the Carpark or any part or parts thereof for the purposes of inspecting, examining, maintaining, repairing and improving any of the General Common Areas within the Carpark or the Estate or any part or parts thereof or any of the General Common Facilities therein or any other apparatus and equipment used or installed for the benefit of the Estate or any part or parts thereof as part of the amenities thereof which are not for the sole use and enjoyment of any individual Owner or to abate any hazard or nuisance which does or may affect the General Common Areas and the General Common Facilities or other Owners provided that the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for the negligent, wilful or criminal act of the Manager or the Manager's staff, employees, agents or contractors and shall at his own costs and expense make good any damage so caused and reinstate the same causing the least disturbance as is reasonably practicable.
- (b) Easements, rights and privileges over, along and through each Carparking Space or Motorcycle Parking Space equivalent to those set forth in paragraphs (c) and (d) of Clause 3.2.1.
- (c) The Government and Director of Lands, its or their officers, contractors, agent, workmen and any other persons authorised by it or them with or without tools, equipment, plant, machinery or motor vehicles shall have full rights and privileges of ingress, egress and regress to, from and through the Land for the purpose of carrying out of any works under the Government Grant and for the inspecting, checking and supervising any works to be carried out under the Government Grant.

C. Provisions Applicable to All Owners

4.3.1 Subject always to the provisions of this Deed, the Manager shall have full right and

authority to manage all of the General Common Areas and the General Common Facilities in accordance with the provisions of this Deed, subject to the provisions of the Ordinance. Should there be any damage to any of the General Common Areas or the General Common Facilities or structures on or within the General Common Areas caused by the negligent or wilful acts or omission of any Owner or his licensees, agents or servants, the Manager shall be entitled to require such Owner to remedy the damage or to procure such remedy at the expense of such Owner.

4.3.2 Subject always to the provisions of this Deed, the Manager shall have the full right and privilege at all reasonable times on reasonable written notice to the relevant Owner (except in the case of emergency) to extend, maintain, operate, move the gondola (if any) and have access to, over and/or into or partly into the portion of airspace above the roof or flat roof or the parapet walls of the roof or flat roof as may be determined by the Manager to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Estate, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the General Common Areas and General Common Facilities provided that the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for the negligent, wilful or criminal act of the Manager or the Manager's staff, employees, agents or contractors and shall at his own costs and expense make good any damage so caused and reinstate the same causing the least disturbance as is reasonably practicable provided further that the exercise of this right by the Manager shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict the access to and from such Unit owned by him.

4.3.3 Subject always to the full rights and privileges of the Government specifically excepted and reserved in the Government Grant.

SECTION V

COVENANTS, PROVISIONS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE OWNERS

A. Provisions Applicable to all Owners

5.1.1 Each Owner shall notify the Manager in writing of any change of ownership within one month from the date of the assignment in respect thereof. The previous Owner shall remain liable for all Management Expenses (including Manager's Remuneration) and all payments made up to the date of completion of sale and purchase.

5.1.2 Each Owner shall promptly pay and discharge all existing and future government rents, taxes, rates, assessments and outgoings of every kind and description for the time being assessed or payable in respect of that part of the Estate owned by him and shall indemnify the other Owners from and against all liability therefor.

5.1.3 Each Owner shall pay to the Manager on the due date his due proportion of the Management Expenses payable by such Owner as herein provided.

5.1.4 No Owner shall make any structural alterations to any Premises owned by him unless with the prior approval of the Director of Buildings and any other relevant Government authority and prior notification to the Manager. No Owner nor the Manager shall make any structural alterations which will interfere with or affect rights of other Owners. No provisions shall be made pursuant to this Deed preventing an Owner from taking legal action against another Owner in this respect nor shall any Owner use, cut, injure, damage, alter or interfere with any part or parts of the General Common Areas or the General Common Facilities nor any equipment or apparatus on, in or upon the Land not being equipment or apparatus for the exclusive use, enjoyment and benefit of any such Owner.

5.1.5 No Owner shall permit or suffer to be done any act or thing in contravention of the conditions in the Government Grant.

5.1.6 No Owner shall permit or suffer to be done any act or thing whereby any insurance on the Estate or any part thereof may become void or voidable or whereby the premium for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to being responsible for any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.

5.1.7 Each Owner shall be responsible for and shall indemnify all other Owners and Occupiers and the Manager against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or default or negligence or omission of such Owner or any Occupier of any part of the Estate owned by him or any person using such part of the Estate with his consent expressed or implied or by or through or in any way owing to the overflow of water or spread of fire therefrom.

5.1.8 The Owners shall at their own expense construct and maintain such drains and channels which intercept and/or retain and/or convey into the nearest stream-course, catchpits, channels or storm-water drain all storm-water, or rain-water falling or flowing on to the Land in observance and compliance with Special Condition No.(34)(a) of the Government Grant.

5.1.9 Each Owner shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default or omission of any person occupying with his consent expressed or implied any part or parts of the Estate owned by him. In the case of loss or damage which the Manager is responsible hereunder to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or Occupiers of any part or parts of the Estate for which the Manager is not responsible hereunder to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

5.1.10 No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land or the Estate.

5.1.11 No Owner shall do or permit or suffer to be done and each Owner shall take all possible steps to prevent his tenants, Occupiers or licensees from doing any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the management and maintenance of the Estate.

5.1.12 Each Owner shall maintain in good repair and condition that part of the Estate owned by him in such manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or Occupiers of any other part or parts of the Estate.

5.1.13 No Owner shall use or permit or suffer the part of the Estate owned by him to be used for any illegal or immoral purpose nor shall he do cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to the Government or to other Owners and Occupiers for the time being of Premises in the Estate the neighbouring lot or lots or premises.

5.1.14 No Owner shall use or permit or suffer any part of the Estate owned by him to be used except in accordance with the Government Grant, this Deed or other ordinances and regulations or other permit, consent or requirement from time to time applicable thereto.

5.1.15 No Owner shall do or permit or suffer to be done by his tenants, Occupiers or licensees any act, deed, matter or thing or place any items in the roof and/or flat roof or the parapet walls of the roof or flat roof pertaining to its Unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola (if any) by the Manager at any time in the course of the management and/or the maintenance of the Estate.

5.1.16 The refuse storage material recovery chamber and refuse storage material recovery rooms of the Estate shall be used only by such Owners and in such manner as prescribed by the Manager and subject to the Rules governing the same.

5.1.17 No Owner shall alter, repair, connect to or in any other way interfere with or affect the General Common Areas or the General Common Facilities without the previous written consent of the Manager.

5.1.18 Except as herein reserved or provided, no flags, banners, poles, cages, shades, sculptures or other projections or structures whatsoever extending outside the exterior of any Unit and/or the Estate or any part thereof shall be erected, installed or otherwise affixed to or projected from the Estate or any part thereof.

5.1.19 Each Owner (including the First Owner) and the Manager covenant with each other that they shall at all times observe and perform the Rules and all the covenants, conditions and provisions of this Deed and comply with the conditions of the Government Grant so long as they remain as owners and manager.

5.1.20 Subject as herein provided, each Owner may at his own expense install in the part of the Estate owned by him such additions, improvements, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the enjoyment of any other part of the Estate or contravene any relevant Ordinance, regulation, rules or requirement of the Government or other competent authority.

5.1.21 No Owner shall do or suffer or permit to be done anything whereby the flushing or drainage system of the Estate may be clogged or the efficient working thereof may be impaired.

5.1.22 No Owner shall:-

- (i) make any structural or other alterations to any part of the Estate which may damage or

interfere with the use and enjoyment of any other part thereof;

- (ii) subject to the rights reserved unto the First Owner in Clause 2.8(2)(a) and (b), do or permit to be done any act or thing which may or will alter the external appearance of the Estate without the prior consent in writing of the Manager and any Government authorities if required;
- (iii) subject to the rights reserved unto the First Owner in Clause 2.8(2)(a) and (b), do or permit or suffer to be done by his tenants, Occupiers or licensees any act or thing which may interfere with or affect the construction of any part of the Estate at any time in the course of construction or the maintenance of the Estate;
- (iv) make any alteration to any installation or fixtures so as to affect or be likely to affect the supply of water, electricity or gas or other services to or in the Land and the Estate; or
- (v) cut or damage any of the structural walls, beams, columns, ceilings, roofs, floors or any structural part of the Estate or do anything whereby the structural strength of any part of the Estate may be affected.

5.1.23 No Owner shall use the Estate or any part thereof for any purpose which is in contravention of the conditions contained in the Government Grant or the Occupation Permit or any applicable regulations or any ordinances, or store any hazardous, dangerous or unlawful goods or combustible or explosive substances or any "dangerous" or "prohibited" goods within the meaning of the Dangerous Goods Ordinance (Cap.295) of the Laws of the Hong Kong Special Administrative Region except such as may be reasonably required for the purpose of domestic cooking and heating.

5.1.24 Subject to Clause 5.1.29, no air-conditioning units or plants or any other fixture shall be installed through the windows or external walls (including the Curtain Walls) of the Estate without the prior written consent of the Manager to any such installations and all conditions of such consent (if any) having been complied with and all possible measures shall be taken to prevent excessive noise, condensation or dripping onto any part of the Estate. Every Owner shall at his own costs and expenses keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his part of the Estate in good repair and condition.

5.1.25 No Owner shall use any part of the General Common Areas for the purposes of drying or hanging laundry, or placing or storing any dustbins, garbage cans, furniture, machinery, goods or chattels or other things thereon or therein other than in the spaces specifically provided for such purpose.

5.1.26 No part of the General Common Areas shall be obstructed or incumbered nor shall any refuse or other matter or things be placed or left thereon nor shall any part thereof be used for any business or private purpose and no Owner shall do or suffer or permit to be done anything therein as may be or become a nuisance or cause annoyance to any other Owners or Occupiers of the Estate.

5.1.27 No Owner shall erect any private aerial on the exterior of any part of the Estate but may connect to any communal aerial and radio system installed in the Estate with the permission of the Manager and in accordance with the Rules relating to the same.

5.1.28 No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Estate owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the services and facilities provided for the disposal thereof.

5.1.29 No Owner shall, without the prior written consent of the Manager and the conditions of such consent having been complied with, install, or affix any air-conditioning units or plants or other articles to any part of the Estate (with the exception of window-type or split-type air-conditioning units in the space (if any) specifically provided for such purpose) or affix any frames, iron cage, flower rack or any other structures whether made of wood, metal, cement or any other materials to, upon or along the exterior walls of or outside his Premises or in the General Common Areas or any part thereof.

5.1.30 No Owner shall enclose or permit or suffer to be enclosed any window or the Non-enclosed Areas and the covered areas beneath the Non-enclosed Areas of his Premises above safe parapet height other than as under the Approval Plans and, no Owner shall do or suffer to be done anything that may change, alter or damage the outlook of any part of the Estate including erecting any structure thereto.

5.1.31 No Owner shall do or cause or permit to be done without the prior consent in writing of the Manager any of the following :-

- (i) repaint, re-decorate or alter the appearance of the facade or exterior of any Premises or any part thereof; or
- (ii) erect or display any flags and flagpoles racks for flower pots canopies of any kind along the exterior wall areas of any part of the Estate.

5.1.32 Each Owner shall keep the interior of his Premises and all electrical and sanitary appliances and other services therein in good repair and condition and to maintain the same in such manner so as to avoid any loss, damage, nuisance or annoyance to the other Owners or Occupiers

and not to interfere or affect the proper functioning of the service systems of any other Premises.

5.1.33 No Owner or Occupier shall use or permit to be used any Premises for industrial or godown purposes or the purpose of a funeral parlour, coffin shop, temple or Buddhist hall for the performance of the ceremony known as "Ta Chai" (打齋) or for any similar ceremony, or as an inn, hotel, guest house, boarding house, lodging house or for any illegal or immoral purpose or metal beater's shop or for any offensive trade or business or for any use that will be in contravention of the Government Grant.

5.1.34 No Owner shall overload or permit or suffer to be overloaded the electrical circuits within the Estate and no Owner shall install or use or permit or suffer to be installed or used any equipment, apparatus or machinery which exceeds the loading of the electrical main or wiring.

5.1.35 No Owner shall dispose of or discharge or permit or suffer to be disposed of or discharged any waste, refuse, garbage or rubbish in any part or parts of the Estate other than that part or parts of the Estate specially designated for the purpose and only in the manner as specified or approved by the Manager.

5.1.36 No Owner shall permit any sewage, waste water or effluent containing sand, cement, silt or any other suspended or dissolved material to flow from the Estate onto any adjoining land or allow waste matter which is not part of the final product from waste processing plants to be deposited anywhere within the Estate and the Owners shall have all such matter removed from the Estate in a proper manner to the satisfaction of the Director of Environmental Protection and the Manager.

5.1.37 The Recreational Areas and Facilities shall only be used and enjoyed for recreational purposes by the residents of the Estate as well as their bona fide visitors and subject to the Residential Rules and the Club Rules.

5.1.38 Subject to Clause 6.2.1(41) of this Deed, the Owners shall at their own costs and expense maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all works in respect of the Slopes and Retaining Walls (if any) within or outside the Land or the Estate as required by the Government Grant in accordance with the "Geoguide 5-Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Slope Maintenance Manual. All Owners shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls (if any).

5.1.39 No partitioning shall be erected or installed in any part of the Estate which does not leave clear access for emergency exits and no windows shall be wholly or partially blocked or the light

and air therefrom in any way obstructed.

5.1.40 No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances of any part of the Estate, any metal grille or shutter or gate.

5.1.41 No Owner shall use such parts of the roof forming part of the Residential Common Areas except for the purposes of escape only in the event of fire or emergency. No Owner shall obstruct the access to the roof forming part of the Residential Common Areas which shall at all times remain unobstructed. In case the access is being obstructed the Manager shall have the power to restore the access to such condition so as to comply with the Fire Service Regulations or other relevant Government regulations at the expenses of the Owner in default.

5.1.42 The Owners shall not permit or suffer any hawker to carry on business within the Estate and shall remove therefrom any hawker found to be so doing.

5.1.43 Subject to the Government Grant, Carparking Spaces and the Motorcycle Parking Spaces shall not be assigned except :

- (a) together with Undivided Shares in the Land giving the right of exclusive use and possession of a Unit or Units in the Estate; or
- (b) to a person who is already the Owner of Undivided Shares in the Land with the right of exclusive use and possession of a Unit or Units;

or underlet except to residents of the Units Provided that in any event not more than three in number of the total of the Carparking Spaces and the Motorcycle Parking Spaces shall be assigned to the Owner or underlet to the resident of any one Unit.

5.1.44 The Private Open Space shall not be used for any purpose other than for the proper use and enjoyment of the Land by the residents of the Estate as well as their bona fide guests and visitors. No building or structure or support for any building or structure shall be erected or constructed or placed at or above the Private Open Space except with the prior written approval of the Director of Lands.

5.1.45 The First Owner (excluding its assigns) shall at its own costs and expenses comply with Special Conditions (9) and (10) of the Government Grant.

5.1.46 The Owners shall be obligated to (a) require the Manager to provide a suitable CCTV Imaging Device referred to in Clause 6.2.1 (62) of this Deed and trained personnel to operate the CCTV Imaging Device, or secure necessary contract(s) with service provider(s) for conducting

inspection of the concealed drainage pipes by a suitable CCTV Imaging Device; and (b) require regular inspection of the subject pipework on a specified interval as proposed by the Authorized Person to alert any early signs of water leakage and pipe joints or pipe brackets conditions.

B. Provisions Applicable to Owners of Units and/or the Non-enclosed Areas Only

5.2.1 All Units shall be used for private residential purposes only and in particular shall not be used as an apartment house, service apartments or for any form of commercial letting or occupancy in bed spaces or cubicles or as an office, store, factory, shop or for any other commercial use or for the conduct of any trade, profession or business whatsoever save and except that the First Owner may use any Unit or such part of the Estate as show flat(s) and/or sales office for such period or periods as it shall in its discretion consider appropriate subject to the Government Grant.

5.2.2 Each Owner of a Unit shall observe and perform the Residential Rules and the Estate Rules.

5.2.3 No Owner or Occupier shall store or permit to be stored in any Units any hazardous, dangerous, explosive or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.

5.2.4 The Owner of the Non-enclosed Areas shall at his own costs and expense keep the Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with the Occupation Permit, the Buildings Ordinance and other ordinances, bye-laws and regulations.

5.2.5 The Owner of the Non-enclosed Areas shall not cause, permit, suffer or allow the Non-enclosed Areas and the covered areas beneath the Non-enclosed Areas to be enclosed above safe parapet height other than as under the Approved Plans by any material of whatsoever kind or nature, it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design and layout as drawn under the Approved Plans.

5.2.6 The balconies (including the Acoustic Balconies) or utility platforms forming part of the Non-enclosed Areas shall only be used as balconies/utility platforms in relation to or in connection with the use and enjoyment of the Unit for which they are provided.

5.2.7 In the event of the covenants contained in Clauses 5.2.1 to 5.2.6 above being in breach, the Manager without prejudice to the right of the other Owners, shall have the right (but without

having any obligation) to demand the defaulting Owner to rectify the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Approved Plans and if the defaulting Owner shall fail to comply with the Manager's demand, the Manager shall have the rights (but without having any obligation) to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants including but not limited to the right to enter at all reasonable times on reasonable written notice to the relevant Owner (except in the case of emergency when no notice is required) the Unit concerned (including the Non-enclosed Areas provided therein) and remove any fences, awning, grilles or any structures or things which are installed, exhibited, affixed, erected or attached to the Non-enclosed Areas or the Unit which are in breach of the aforesaid covenants provided that the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for the negligent, wilful or criminal act of the Manager or the Manager's staff, employees, agents or contractors and shall at his own costs and expense make good any damage so caused and reinstate the same causing the least disturbance as is reasonably practicable. The defaulting Owner shall pay to the Manager all costs incurred by the Manager for and in relation to the steps taken by the Manager for the aforesaid purpose.

5.2.8 No clothing or laundry shall be hung upon the balconies above the level of the parapet wall.

5.2.9 The following provisions are applicable to Units with Open Kitchen :

- (a) The Owner of Unit shall observe and comply with the following provisions :
 - (i) Each Owner of a Unit shall at his own expense maintain in good order and working condition the Fire Services Installations for Open Kitchen of his own Unit and shall observe and comply with the Fire Safety Management Plan and any guideline(s) or direction(s) to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause the Fire Services Installations for Open Kitchen of his own Unit be inspected by registered fire service installation contractor at least once in 12 calendar months.
 - (ii) No Owner shall duly alter, demolish, temper, remove or obstruct the Fire Services Installations for Open Kitchen and no Owner shall relocate the cooking stove installed in the Open Kitchen.
 - (iii) No Owner shall carry out any renovation works to the Fire Services Installations for Open Kitchen or any part thereof of his own Unit except with prior approval of all relevant Government authorities and the Manager and such renovation works shall comply with the Fire Safety Management Plan in all respects and shall only be

carried out by registered fire services installation contractors engaged or nominated by the Manager.

- (iv) Each Owner of a Unit shall co-operate, co-ordinate with, facilitate and allow access for the Manager and the registered fire services installation contractors engaged or nominated by the Manager for the purpose of examining, inspecting and (if necessary) making good and rectifying the Fire Services Installations for Open Kitchen of his own Unit.

- (b) Notwithstanding anything herein contained to the contrary, the Manager and the registered fire services installation contractors engaged by the Manager shall have the full authority and power (but without having any obligation) to enter with or without workmen equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Unit to carry out regular testing, maintenance, reinstatement or rectification of the Fire Services Installations for Open Kitchen of that Unit (all at the cost of the Owner of that Unit) or to verify observance and compliance of provisions referred to in this Clause 5.2.9 provided that the Manager shall ensure that the least disturbance as is reasonably practicable is caused and shall be liable for the negligent, wilful or criminal act of the Manager or the Manager's staff, employees, agents or contractors and shall at his own costs and expense make good any damage so caused and reinstate the same causing the least disturbance as is reasonably practicable. The costs and expenses so incurred by the Manager or the registered fire services installation contractor(s) shall be borne and paid by the relevant Owner of the Unit comprising the Fire Services Installation for Open Kitchen of which regular testing, maintenance, reinstatement or rectification are carried out under this Clause 5.2.9 on demand.

5.2.10 The caretaker's office shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the Land. The Owners' Committee's office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or the Owners' Committee formed or to be formed in respect of the Land and the Estate. The caretaker's quarter shall not be used for any purpose other than the residential accommodation of watchmen or caretakers of both, who are wholly and necessarily employed within the Land.

5.2.11 Each Owner of a Unit in the Residential Accommodation shall at his own expense inspect maintain and carry out all necessary works for the maintenance of all Noise Mitigation Measures forming part of his Unit.

5.2.12 No Owner shall alter the design and location of any Noise Mitigation Measures forming

part of his Unit nor shall alter the Acoustic Windows to other type of windows.

C. Provisions Applicable to Owners of Carparking Spaces or Motorcycle Parking Spaces Only

5.3.1 The Carparking Spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Residential Accommodation as well as their bona fide guests, visitors or invitees. The Motorcycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Residential Accommodation as well as their bona fide guests, visitors or invitees. In particular, the Parking Spaces shall not be used for storage, display or exhibiting of motor vehicles or motor cycles for sale or otherwise or for the provision of car cleaning and beauty services.

5.3.2 All Owners and Occupiers of Carparking Spaces or Motorcycle Parking Spaces shall park their motor vehicles or motor cycles within their own designated spaces.

5.3.3 No Owner or Occupier of a Carparking Space or Motorcycle Parking Space may park his motor vehicle or motor cycle in such a manner so as to cause inconvenience or annoyance to the Owners of the other Carparking Spaces or Motorcycle Parking Spaces.

5.3.4 No Owner or Occupier of a Carparking Space or Motorcycle Parking Space shall allow any motor vehicle or motor cycle parked in his Parking Space to deteriorate to a condition detrimental to the environmental appearance of the Estate.

5.3.5 Each Owner or Occupier of the Carparking Spaces or Motorcycle Parking Spaces shall perform and observe the Carpark Rules (if any) and the Estate Rules (if any).

5.3.6 No Owner or Occupier of a Carparking Space shall park more than one (1) motor vehicle in each Carparking Space and no Owner or Occupier of a Motorcycle Parking Space shall park more than one (1) motor cycle in each Motorcycle Parking Space.

5.3.7 The Owner of the Carpark and each Owner of the Parking Space shall at his own cost and expense be responsible for the maintenance, inspection, security, repair, replacement and renewal of the Private Electric Vehicle Facilities serving his Parking Space exclusively and the ownership of all such facilities shall belong to him. The Owner of the Carpark and each Owner of the Parking Space shall indemnify the Owners or occupiers of other Premises for his failure to observe and comply with the provisions of this Clause.

5.3.8 Without prejudice to the generality of Clause 5.3.7 above, if any Owner of Parking Space shall fail to repair or maintain the Private Electric Vehicle Facilities serving his Parking Space exclusively in accordance with Clause 5.3.7 above and it has caused damage or, in the reasonable opinion of the Manager, danger to the other part of the Estate or the Owners or occupiers of the other Premises, the Manager shall have the right and power, but not be obliged, to carry out such repairs or maintenance works to the relevant Private Electric Vehicle Facilities and make good all damage (if any) caused by the Owner's failure to repair or maintain as the Manager shall in 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 Parking Space on a full indemnity basis as a debt.

5.3.9 The appearance and standards (including but not limited to the design, specification and use of materials) of all replaced Private Electric Vehicle Facilities installed by an Owner of Parking Space shall be consistent and compatible with the appearance and standards of the original Private Electric Vehicle Facilities installed for his Parking Space or such other appearance or standards as reasonably approved by the Manager Provided That no repairing, maintenance and replacement work shall be commenced unless with the Manager's prior approval and to be carried out by contractors approved by the Manager.

SECTION VI
MANAGEMENT OF THE ESTATE

A. Appointment of Manager

6.1.1 (1) Subject to the provisions of the Ordinance, Star Galaxy Limited shall be appointed as the Manager for all the Owners to undertake the management, operation, servicing, renovation, improvement and security of the Land and the Estate initially for a term of not exceeding two (2) years commencing from the date of this Deed and the appointment of the Manager shall continue thereafter until and unless (i) termination by the Manager and no resignation of the Manager shall take effect unless he has previously given not less than three (3) months' notice in writing of his intention to resign by sending such a notice to the Owners' Committee; or where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Estate (such notice may be given by delivering it personally to the Owner or by sending it by post to the Owner at his last known address or by leaving it at the Owner's Premises or depositing in the letter box (if any) for that Premises), or (ii) prior to the Owners' Corporation being formed, the Owners' Committee may at any time give three (3) months' notice in writing to the Manager to terminate its appointment without compensation pursuant to a resolution passed by a majority of votes of the Owners voting either personally or by proxy in an Owners' meeting and supported by Owners of not less than 50% of the total number of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the General Common Areas and General Common Facilities). Such resolution shall have effect only if the notice of termination of appointment is in writing and provision is made in the resolution for a period of not less than three (3) months' notice or, in lieu of notice, provision is made for an agreement to be made with the Manager for the payment to him of a sum equal to the amount of remuneration which would have accrued to him during that period and is accompanied by a copy of the resolution terminating the Manager's appointment; and such notice and the copy of the resolution are given to the Manager within fourteen (14) days after the date of the meeting. Such notice and the copy of such resolution may be given by delivering them personally to the Manager or by sending them by post to the Manager at his last known address.

(2) Subject to Clause 6.1.1(4) hereof, where an Owners' Corporation has been formed, at a general meeting convened for the purpose, the Owners' Corporation may, by a resolution of the Owners passed by a majority of the votes of the Owners voting either personally or by proxy and supported by the Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the General Common Areas and General Common Facilities at the time of the general meeting concerned) terminate by notice the appointment of the DMC Manager without compensation. Such resolution shall have effect only if (i) such notice of termination of appointment is in writing; (ii) provision is made in the resolution for a period of not less than three (3) months' notice, or in lieu of notice, provision is made for an agreement to be made with the

DMC Manager for the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period; (iii) such notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and (iv) such notice and the copy of the resolution are given to the DMC Manager within fourteen (14) days after the date of the meeting. Such notice and the copy of the resolution required to be given may be given by delivering them personally upon the DMC Manager; or by sending them by post to the DMC Manager at its last known address. If a contract for the appointment of the Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, this Clause 6.1.1(2) and Clause 6.1.1(4) hereof shall apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment. This Clause 6.1.1(2) operates without prejudice to any other power there may be in a contract for the appointment of the Manager other than the DMC Manager to terminate the appointment of the Manager.

(3) The appointment of the Manager shall be terminated forthwith whether before or after the expiry of the said initial term if the Manager shall go into liquidation (except for the purpose of a solvent amalgamation or reconstruction).

(4) For the purposes of this Clause 6.1.1(2), only the Owners of Undivided Shares who pay or who are liable to pay the Management Expenses relating to those Undivided Shares shall be entitled to vote and the reference in Clause 6.1.1(2) to "the Owners of not less than 50% of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the Undivided Shares in aggregate who are entitled to vote.

(5) If a notice to terminate a Manager's appointment is given under this Clause 6.1.1, no appointment of a new manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any) and if no such appointment is approved hereunder by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.

(6) 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 Estate, and the Owners' Corporation has appointed a Manager under Clause 6.1.1(5) hereof, 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 6.1.1(5) hereof that may otherwise render that person liable for a breach of that undertaking or agreement.

(7) This Clause 6.1.1 is subject to any notice relating to the Estate that may be published by the Secretary for Home Affairs under section 34E(4) of the Ordinance but does not apply to any single manager referred to in that section.

(8) For the avoidance of doubt and notwithstanding anything to the contrary contained in this Deed, it is expressly declared that so long as the ownership of the Carpark remains vested in the First Owner or one single owner, the management, regulation and control of flow of vehicular traffic within the Carpark and maintenance of the Carpark shall be solely undertaken by the First Owner or the Owner of the Carpark or the manager appointed by them provided that upon the assignment of any part of the Carpark (except the assignment of the Carpark as a whole), the First Owner or such Owner shall designate the Carpark Common Areas and Carpark Common Facilities by way of a Sub-Deed of Mutual Covenant in respect of the Carpark which shall be subject to the prior written approval of the Director of Lands. For the purpose of this Deed, "Owner of the Carpark" shall mean the First Owner or the respective one single Owner prior to the individual sale of any Carparking Space or Motorcycle Parking Space in the Carpark.

6.1.2(1) Subject to Clause 6.1.2(2) hereof, if the Manager's appointment ends for any reason, he shall, as soon as practicable after his appointment ends, and in any event within 14 days of the date his appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in his place any movable property in respect of the control, management and administration of the Estate that is under his control or in his custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.

6.1.2(2) If the Manager's appointment ends for any reason, the outgoing Manager shall within two (2) months of the date of his appointment ends :

- (a) prepare (i) an income and expenditure account for the period beginning with the commencement of the financial year in which the Manager's appointment ends and ending on the date the Manager's appointment ended; and (ii) a balance sheet as at the date the Manager's appointment ended, and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in the resolution of the Owners' Committee (if any) or in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager;
- (b) deliver to the Owners' Committee (if any) or the Manager appointed in his place any books or records of account, papers, plans, documents and other records which are required for the purposes of sub-clause (a) and have not been delivered under Clause 6.1.2(1) hereof; and
- (c) subject to Clause 6.8.1 hereof, assign the Undivided Shares in respect of the corresponding General Common Areas and General Common Facilities together with such respective General Common Areas and the General Common Facilities free of

costs or consideration to the new Manager in the manner and for the purpose mentioned in Clause 2.11 hereof.

B. Powers and Duties of Manager

6.2.1 During the term of its appointment as the Manager, the Manager shall, subject to the provisions of the Ordinance and subject also to Clauses 6.1.1 and 6.1.2 hereof, manage the Land and the Estate in a proper manner and in accordance with the provisions of this Deed and subject to the provisions of the Ordinance each Owner hereby appoints the Manager as agent for all Owners in respect of any matters concerning the General Common Areas and the General Common Facilities duly authorized in accordance with the provisions of this Deed with full power to enforce the provisions of this Deed against the other Owners. Subject to the provisions of the Ordinance, the Manager shall be responsible for and shall have full authority to do all such acts and things for and on behalf of all Owners as may be necessary or expedient for the proper management of the Estate in accordance with the provisions of this Deed Provided that the Manager shall not carry out any improvements to facilities or services which involves expenditure in excess of 10% of the current annual management budget except with the prior approval by a resolution of the Owners passed at an Owners' meeting convened under this Deed. Without in any way limiting the generality of the foregoing the Manager shall have the following powers and duties :-

- (1) To put in hand work necessary to maintain all General Common Areas and General Common Facilities so that the same are maintained in a good, clean and safe condition at all times and for this purpose to employ reputable and competent contractors and workmen.
- (2) To ensure that all Owners or Occupiers of the Units and the Parking Spaces (other than Visitors' Carparking Spaces and Parking Spaces for the Disabled Persons) maintain the Premises owned or occupied by them in a proper manner and if there is any default on the part of any such Owners or Occupiers and such default continues after notice to make good the same has been given by the Manager to such Owners or Occupiers, the Manager may but shall not be bound to put in hand any maintenance and repair works and to take all possible steps to recover the cost therefor from the defaulting Owner or Occupier PROVIDED ALWAYS THAT the Manager shall not be liable for any loss and damage caused to any person by any Owner's or Occupier's default in carrying out any maintenance or repair works.
- (3) To paint, wash, tile or otherwise treat as may be appropriate the external walls (including Curtain Walls) which form part of the General Common Areas at such intervals as the same may reasonably require to be done.

- (4) To replace any glass in the General Common Areas that may be broken.
- (5) To keep the General Common Areas well lit.
- (6) To keep in good order and repair the ventilation of the General Common Areas.
- (7) To keep the General Common Areas in a clean sanitary and tidy condition.
- (8) To prevent any decaying, noxious, excrementitious or other refuse matter from being deposited on the Estate or any part thereof and to remove all refuse from such parts of the Estate and arrange for its disposal at such regular intervals and to maintain either on or off the Estate refuse collection facilities.
- (9) To prevent the obstruction of the General Common Areas and to remove any article or thing causing the obstruction.
- (10) To keep away and prevent hawkers from carrying on business within the Land and the Estate and to remove the hawker found to be so doing and to post up notices prominently of any kind as the Manager deems fit at any part of the General Common Areas to the effect that hawker is prohibited on the Land.
- (11) To keep all the common sewers, drains, watercourses and pipes free and clear from obstruction.
- (12) To keep the General Common Facilities in good condition and working order.
- (13) To keep all plant, machinery and equipment including but without limiting the generality of the foregoing, all lighting equipment, air-conditioning system, ventilation system (if any), water systems, public address systems (if any), fire fighting equipment, sprinkler systems, lifts, lift shafts and maintenance unit in good condition and working order and, in the case of lifts, in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion.
- (14) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate into any part of the public highway, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Land or any part or parts thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good at the Manager's

own costs and expense any such damage.

- (15) To remove any structure, installation, bills, notices, placard, posters, advertisement, flag, banner, poles, cages, signboard, sunshade, bracket, fitting or other things in or on the Estate (including any roof) which have been erected in contravention of the conditions of the Government Grant or this Deed or the Buildings Ordinance or regulations of Fire Services Department and/or without the written permission of the Manager (if such permission is required under this Deed or if such permission has been given upon the expiration or withdrawal of the same) and to demand and recover from the person by whom such structure or other thing as aforesaid was erected or installed the cost of such removal and the making good of any damages thereby caused.
- (16) To maintain fire fighting equipment and fire alarms and fire shutters and other fire services installations (if required by Government) to the satisfaction of the Director of Fire Services and so far as may be possible, to maintain the Estate safe from fire hazards at all times.
- (17) To provide security force, watchmen, porters and caretakers and such other staff as shall be determined by the Manager in its reasonable discretion and to provide and maintain security installations and to maintain security in the Estate at all times.
- (18) To maintain and operate or contract for the installation or use of aerial broadcast distribution or telecommunications network facilities and to contract for the provision of broadcast distribution network or telecommunications network services for serving the Estate or any part thereof PROVIDED THAT:
 - (i) the term of the contract will not exceed three (3) years;
 - (ii) the right to be granted under the contract must be non-exclusive and shall provide for sharing the use of the facilities and network with other service providers; and
 - (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.
- (19) To manage, control and maintain within the Estate the parking of cars, motor cycles and other vehicles, the flow of vehicular traffic, the use of roads, ramps and passage and the Parking Spaces PROVIDED THAT prior to the designation of the Carpark Common Areas and Carpark Common Facilities by the Owner of the Carpark the Owner of the Carpark shall be solely responsible for the management and maintenance of the Carpark.

- (20) To provide such Chinese New Year, Christmas and other festival decorations for the Estate as the Manager shall in his reasonable discretion consider desirable.
- (21) To do all things the Manager shall in consultation with the Owners' Committee deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Estate for the better enjoyment or use of the Estate by its Owners, Occupiers and their licensees Provided that the Manager shall obtain the approval by resolution of the Owners passed at an Owners' meeting convened under this Deed prior to carrying out any improvements to facilities or services or the Estate or any part thereof involving sum in excess of 10% of the current annual management budget.
- (22) To appoint solicitors with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Land and the Estate (except proceedings relating to the rights or obligations of individual Owners) or any part thereof and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Director of Lands or other competent officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same).
- (23) To prevent any person from occupying or using any part of the Estate otherwise than in accordance with the Government Grant or the provisions of this Deed.
- (24) To take all steps necessary or expedient for complying with the Government Grant and any statutory or Government requirements concerning or relating to the Estate for which no Owner, tenant or Occupier of any part of the Estate is solely and directly responsible.
- (25) To take all precautions to prevent and to take action to remedy any breach by any Owner or other person residing in or visiting the Estate of any conditions of the Government Grant or this Deed.
- (26) To prevent any person from detrimentally altering or injuring any part of the Estate or any of the General Common Areas or the General Common Facilities.
- (27) To demand, collect and receive all amounts payable by the Owners under the provisions of this Deed.

- (28) To pay and discharge out of all moneys so collected all outgoings relating to the management of the Estate reasonably and necessarily incurred by the Manager hereunder provided that the Managers' power and duty to pay and discharge outgoings out of the money collected shall not contravene Clause 6.2.7 hereof.
- (29) Unless otherwise directed by the Owners' Corporation, to insure and keep updating insured the General Common Areas and the General Common Facilities to the full new reinstatement value and in particular against loss or damage by fire and such other risks or perils as the Manager shall deem fit and also for insurance covering public liability, occupier's liability and employer's liability with some reputable insurance company or companies in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force.
- (30) Unless otherwise directed by the Owners' Corporation to procure block insurance for the Estate as a whole including those areas which are not the General Common Areas or the General Common Facilities against loss and damage by such risks and in such amount as the Manager in its absolute discretion shall deem fit.
- (31) To keep proper accounts of all income received and expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties hereunder as herein provided and to prepare summaries of income and expenditure and a balance sheet within one month after each consecutive period of every three (3) months or such shorter period as the Manager may select and display the same in the prominent place within the Land and the Estate and cause it to remain so displayed for at least 7 consecutive days.
- (32) To represent the Owners in all matters and dealings with Government or any statutory body, any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Estate.
- (33) Subject to sub-clauses (22) and (32) above, to commence, conduct, carry on and defend legal and other proceedings touching or concerning the management of the Land and the Estate in the name of the Manager.
- (34) To enforce the due observance and performance by the Owners or any person occupying any part of the Estate of the terms and conditions of this Deed and the Rules, and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof and the registration and enforcement of charges as hereinafter mentioned.

- (35) Subject to the provisions of Clause 6.2.2 hereof, to make or amend the Rules in respect of the Estate, the Residential Accommodation, the Carpark and the Club as hereinafter provided which shall not be inconsistent with or contravene this Deed or any relevant Sub-Deed of Mutual Covenant, the Ordinance or the Government Grant.
- (36) To post (if deemed necessary by the Manager) the Premises of any Owner in default or in breach of the terms and conditions of this Deed as aforesaid together with particulars of the default or breach on the notice boards and/or other prominent spaces within the Estate.
- (37) To recruit, dismiss and employ such staff as may from time to time be necessary to enable the Manager to perform its powers and duties provided in this Deed on such terms as the Manager shall in its reasonable discretion decide PROVIDED THAT the Manager shall not transfer or assign its duties or obligations hereunder to any such third parties who shall remain responsible to the Manager and to provide accommodation within the Estate, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor.
- (38) To deal with all enquiries, complaints, reports and correspondence relating to the Estate.
- (39) To uphold, maintain and repair the Right of Way Area pursuant to and subject to the provisions of the Government Grant.
- (40) To act as agent for and on behalf of all Owners in respect of all matters concerning the General Common Areas or the General Common Facilities or the Right of Way Area duly authorised in accordance with the provisions of this Deed and the Manager is hereby authorised to act as such agent.
- (41) Full authority to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition and carry out any necessary works in respect of the Slopes and Retaining Walls (if any) in compliance with the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of Slopes and Retaining Walls (if any) and related structures (for such purpose, the Manager shall include the Owners' Corporation), and to collect from the Owners all costs lawfully incurred or to be incurred by the Manager in carrying out the necessary maintenance, repair and other works in respect of the Slopes and Retaining Walls (if any) provided that the Manager shall not be made personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the

required works from all Owners.

- (42) To manage, regulate, control and maintain within the Estate parking and loading and unloading of goods and the flow of vehicular traffic and to charge such fees as the Manager shall reasonably deem fit from the users of the Visitors' Carparking Space and Parking Spaces for the Disabled Persons PROVIDED THAT prior to the designation of the Carpark Common Areas and Carpark Common Facilities by the Owner of the Carpark the Owner of the Carpark shall be solely responsible for the management, regulation and control of flow of vehicular traffic within the Carpark and maintenance of the Carpark.
- (43) To remove any vehicle parked on the General Common Areas not so designated for parking or which shall cause an obstruction and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the Owners thereof PROVIDED THAT prior to the designation of the Carpark Common Areas and Carpark Common Facilities by the Owner of the Carpark the Owner of the Carpark shall be solely responsible for the removal of any such vehicle parked within the Carpark.
- (44) Subject to the prior approval of the Director of Lands thereto as may be required under the Government Grant, to repair and maintain any drains and channels and drainage system whether within or outside the Land serving the Estate which are required to be maintained pursuant to the Government Grant.
- (45) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants PROVIDED THAT subject to the provisions in Schedule 7 of the Building Management Ordinance, the procurement of supplies goods or services by the Manager or Owners' Committee that involves an amount in excess of or likely to be in excess of (i) HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette, or (ii) an amount which is or is likely to be more than 20% of the budget or revised budget, as the case may be, for that financial year or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette, whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in the Code of Practice referred to in Section 20A of the Ordinance will apply to the Manager or the Owners' Committee with any appropriate variations and PROVIDED THAT the Manager shall not transfer or assign its duties or obligations hereunder to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for

the management and control of the Estate in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility.

- (46) To prohibit the keeping of and to take such action as the Manager shall deem fit for the purpose of removing any live poultry, pets, birds or other animals from any part of the Estate if the same has been the cause of reasonable written complaint by Owners or Occupiers of at least two Units.
- (47) To appoint or employ from time to time agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties or obligations hereunder PROVIDED THAT the Manager shall not transfer or assign its duties or obligations hereunder to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the Estate in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility.
- (48) Subject to prior approval by resolution of Owners at an Owners' meeting convened under this Deed, to operate shuttle bus services (if deemed necessary by the Manager) for the use and benefit of the Owners and residents for the time being of the Estate whether on its own or together with the manager and/or owners of other neighbouring premises and during such times and at such intervals and to such destinations as the Manager may think appropriate and to charge the users of the shuttle bus services such fares as the Manager may think reasonable based on the user pay principle and to terminate and/or suspend such shuttle bus services at any time or times as the Manager may think fit PROVIDED that the operation of the shuttle bus services shall not contravene the conditions contained in the Government Grant nor interfere with an Owner's right to hold, use, occupy and enjoy his Premises nor affect an Owner's rights and interests and that the access to or from his Premises shall not be restricted or impeded and PROVIDED FURTHER that any charges or fees received for the exercise of the power and duty under Clause 6.2.1(48) shall be credited to the Special Fund for the benefit of all the Owners..
- (49) Subject to prior approval by resolution of Owners at an Owners' meeting convened under this Deed, to grant such easements, quasi-easements, rights, privileges, licences and informal arrangements in respect of the General Common Areas and the General Common Facilities as it shall in its discretion consider necessary to ensure the efficient management or for the benefit of the Estate subject to the provisions of the Government Grant Provided that any fee or monetary benefit arising therefrom or any consideration

received therefor shall be credited to the Special Fund for the benefit of all the Owners and PROVIDED FURTHER that the exercise of such right shall not affect an Owner's rights and interests or interfere with an Owner's right to hold, use, occupy and enjoy his Premises or impede or restrict the access to and from his Premises.

- (50) Subject to prior approval by resolution of Owners at an Owners' meeting convened under this Deed, to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the General Common Areas and the General Common Facilities or any part thereof and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED that such grant of rights of way or access or use shall not contravene the conditions contained in the Government Grant nor interfere with an Owner's right to hold, use, occupy and enjoy his Premises nor affect an Owner's rights and interests and that the access to or from his Premises shall not be restricted or impeded and PROVIDED FURTHER that any charges or fees arising from the granting of such rights of way shall be credited to the Special Fund for the benefit of all the Owners.
- (51) Subject always to the prior approval of the Director of Lands and other competent authorities and prior approval by resolution of Owners at an Owners' meeting convened under this Deed, to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes and other installations, fittings, chambers and other equipment and structures within the General Common Areas and the General Common Facilities which the Manager shall in its reasonable discretion deem appropriate Provided that any charges, rent or fees payable and arising from the granting of such easements or rights shall be credited to the Special Fund for the benefit of all the Owners and PROVIDED FURTHER that the exercise of such right shall not contravene the conditions contained in the Government Grant nor affect an Owner's rights and interests or interfere with an Owner's right to hold, use, occupy and enjoy his Premises or impede or restrict the access to and from his Premises.
- (52) Subject to prior approval by resolution of Owners at an Owners' meeting convened under this Deed, to grant franchises, leases, tenancy agreements and licences to other persons to use such of the General Common Areas and the General Common Facilities and on such terms and conditions and for such consideration as the Manager shall in its discretion think fit Subject Always to the provisions of the Government Grant and this Deed PROVIDED THAT all income arising therefrom shall be credited to the Special Fund for the benefit of all the Owners and PROVIDED FURTHER THAT the grant of such franchises, leases, tenancy agreements and licences shall not interfere with an

Owner's right to hold, use, occupy and enjoy the Premises which he owns or that the access to and from his Premises or the Owner's rights and interests shall not be affected.

- (53) To implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection. To provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the General Common Areas as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and the Occupiers. The Manager shall ensure that the recovery facilities shall consist of materials that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and the Occupiers.
- (54) To organise any activities as the Manager may consider appropriate on a regular basis to promote the environmental awareness of the Owners and the Occupiers and to encourage them to participate in activities with a view to improving the environmental conditions of the Estate.
- (55) To organise such recreational and social activities whether within or outside the Estate as the Manager may consider appropriate to promote the neighbourhood relationship of the Owners and the Occupiers and to charge a reasonable fee therefor based on the user pay principle.
- (56) To give or withhold its consent or approval to anything which requires its consent or approval pursuant to this Deed (provided that the Manager shall not unreasonably withhold its consent or approval) and to impose conditions or additional conditions including payment of reasonable administrative fee (but not any other charges) relative thereto (such fees shall be paid into the Special Fund).
- (57) To keep an updated record and information of all Owners and residents of the Units and be responsible for the control of the use of the Recreational Areas and Facilities.
- (58) To implement the Fire Safety Management Plan (including but not limited to staff training and carrying out of annual fire drill) and to issue any guideline(s) or direction(s) from time to time relating to its implementation, and where the Manager considers necessary, to enter with or without workmen equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Unit

with Open Kitchen to carry out regular testing, inspection, maintenance, reinstatement or rectification of the Fire Services Installations for Open Kitchen at expense of the Owner of the Unit comprising the Fire Services Installations for Open Kitchen of which regular testing, inspection, maintenance, reinstatement or rectification of the Fire Services Installations for Open Kitchen are carried out by the Manager under this clause or to verify observance and compliance of provisions set out in Clause 5.2.9 provided that the Manager shall be liable for the negligent, wilful or criminal act of the Manager or the Manager's staff, employees, agents or contractors and shall at his own costs and expense make good any damage that may be caused.

- (59) To assist the Owners of Units with Open Kitchen in the annual checking and maintenance of the Fire Services Installations for Open Kitchen pursuant to the Fire Safety Management Plan and the provisions of this Deed and in the submission of the relevant maintenance certificate to the Fire Services Department or any other relevant Government authorities.
 - (60) To put in hand work necessary to maintain all Noise Mitigation Measures forming part of the General Common Areas and General Common Facilities.
 - (61) To carry out such works as the Manager may consider necessary in relation to the maintenance, repair, replacement and security of all parts of the Common Electric Vehicle Facilities.
 - (62) In relation to the concealed drainage pipes, to provide a suitable CCTV Imaging Device and trained personnel to operate the CCTV Imaging Device, or secure necessary contract(s) with service provider(s) for conducting inspection of the concealed drainage pipes by a suitable CCTV Imaging Device, and to carry out regular inspection of the subject pipework on a specified interval as proposed by the Authorized Person to alert any early signs of water leakage and pipe joints or pipe brackets conditions.
 - (63) To do all such other things as are reasonably incidental to the proper management of the Land and the Estate in accordance with the Government Grant, this Deed or for the common benefit of the Owners.
- 6.2.2 (1) Subject to sub-clause (2) below, the Manager may have power from time to time to make Rules, before the formation of an Owners' Committee and amendments to the Rules may be made by the Manager with the approval of the Owners' Committee (if any) :-
- (i) to protect the environment of the Estate and regulating the use, occupation, maintenance and environmental control of the Estate, the Residential

Accommodation, the Carpark and the Club respectively and any of the General Common Areas, General Common Facilities and of any of the facilities, services or amenities thereof and the conduct of persons occupying, using or visiting the same;

- (ii) requiring payment of fees for the use of the swimming pool and/or other areas or facilities of the Recreational Areas and Facilities, such fees to be utilised towards maintenance and repair of the swimming pool and/or other areas or facilities of the Recreational Areas and Facilities;
- (iii) setting out requirements relating to the proper disposal of rubbish by the Owners and the Occupiers for waste reduction and recycling purposes with reference to guideline on property management issued from time to time by the Director of Environmental Protection; and
- (iv) regarding any matter or thing which the Manager is empowered to do pursuant to this Deed;

Provided That the Rules and any amendments must not be inconsistent with, contravene or contradict the conditions of the Government Grant, the Ordinance, this Deed or any relevant Sub-Deed of Mutual Covenant and such Rules shall be binding on all the Owners of the relevant part of the Estate and their tenants, licensees, servants or agents. A copy of such Rules from time to time in force shall be posted on the public notice boards (if any) or prominent place in the Estate, the Residential Accommodation, the Carpark, the Recreational Areas and Facilities or the relevant part of the General Common Areas (as the case may be) and a copy thereof shall be supplied to each Owner on request free of charge.

- (2) The First Owner shall have the power from time to time to make, revoke and amend the Carpark Rules (which must not be inconsistent with the provisions of this Deed or any relevant Sub-Deed of Mutual Covenant) regulating the use operation and maintenance of the Carpark and any services, facilities or amenities thereof and the conduct of persons using or visiting the same if and only if the ownership of all the Carparking Spaces and the Motorcycle Parking Spaces shall be vested in the First Owner. The aforesaid power on the part of the First Owner shall also be exercisable by its successor in title if and only if such successor in title shall for the time being own all the Carparking Spaces and the Motorcycle Parking Spaces.

6.2.3 Subject to the provisions of the Ordinance, all acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.

6.2.4 Neither the Manager nor any employees, agent shall be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance of the provisions of this Deed, any relevant Sub-Deed of Mutual Covenant and/or the Rules not being an act or omission involving criminal liability or dishonesty or negligence on the part of the Manager or its employees, agents or contractors and the Owners shall fully and effectually indemnify the Manager and all such persons from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deed, matter or thing done or omitted in pursuance of the provisions of this Deed, any relevant Sub-Deed of Mutual Covenant and/or the Rules not being an act or omission involving criminal liability or dishonesty or negligence on the part of the Manager or its employees, agents or contractors. For the avoidance of doubt, no provision of this Deed shall operate to exclude, or shall be construed to have the effect of excluding, the liability of the Manager to the Owners for any act or omission involving criminal liability, dishonesty or negligence of the Manager or its employees, agents or contractors and no provision of this Deed shall operate to require, or shall be construed to have the effect of requiring, any Owner to indemnify the Manager or its employees, agents or contractors from and against any action, proceedings, claim and demand whatsoever arising out of or in connection with any such act or omission.

6.2.5 (1) Subject to sub-clauses (2) and (3), the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless (a) the supplies, goods or services are procured by invitation to tender; and (b) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance.

(2) Subject to sub-clause (3), the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless :

- (a) if there is an Owners' Corporation :
 - (i) the supplies, goods or services are procured by invitation to tender;
 - (ii) the procurement complies with the Code of Practice referred to in section 20A(1) of the Ordinance; and
 - (iii) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation,

and the contract is entered into with the successful tenderer; or

(b) if there is no Owners' Corporation :

- (i) the supplies, goods or services are procured by invitation to tender;
- (ii) the procurement complies with the Code of Practice referred to in section 20A(1) of the Ordinance; and
- (iii) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.

(3) Sub-clauses (1) and (2) do not apply to any supplies, goods or services which but for this sub-clause would be required to be procured by invitation to tender (referred to in this sub-clause as "relevant supplies, goods or services") :

(a) where there is an Owners' Corporation, if :

- (i) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
- (ii) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or

(b) where there is no Owners' Corporation, if :

- (i) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
- (ii) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

6.2.6 (1) The Manager shall establish and maintain a General Fund and all money (excluding those that are required to be credited to the Special Fund under this Deed) received or recovered by the Manager in respect of the management of the Land and the Estate and credited to the General Fund shall without delay be paid into a specially designated interest-bearing account set up under sub-clause (2).

(2) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Land and the Estate.

(3) Without prejudice to the generality of sub-clause (2), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the management of the Land and the Estate.

(4) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (2) or (3) in a prominent place in the Land and the Estate.

(5) Subject to sub-clauses (6) and (7), the Manager shall without delay pay all money received by him in respect of the management of the Land and the Estate into the account opened and maintained under sub-clause (2) or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause(3).

(6) Subject to sub-clause (7), the Manager may, out of money received by him in respect of the management of the Land and the Estate, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).

(7) The retention of a reasonable amount of money under sub-clause (6) or the payment of that amount into a current account in accordance with that sub-clause and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).

(8) If there shall be any surplus in the Management Fee after payment of all the Management Expenses, such surplus shall be retained in the General Fund.

(9) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Cap.155), the title of which refers to the management of the Estate.

6.2.7 (1) The Manager shall establish and maintain one Special Fund for the purpose of paragraph 4 of Schedule 7 to the Ordinance towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes, but is not limited to, expenses for the renovation, improvement and repair of the General Common Areas and General Common Facilities, the purchase, setting up, replacement, addition, improvement and repair of installations,

plant, systems, tools, machineries and equipment for the relevant part of the General Common Areas and General Common Facilities and the costs of the relevant investigation works and professional services. The Special Fund shall be a trust fund held by the Manager as trustee for all Owners.

(2) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap.155) an interest-bearing account, the title of which shall refer to the Special Fund for the Estate and shall use that account exclusively for the purpose referred to in sub-clause (1) above. All monies received for the Special Fund shall be deposited by the Manager in the interest-bearing account designated for the purposes of the Special Fund.

(3) Without prejudice to the generality of sub-clause (2), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the Special Fund.

(4) The Manager shall display a document showing evidence of any account opened and maintained under sub-clauses (2) and (3) in a prominent place in the Estate.

(5) The Manager shall without delay pay all money received by him in respect of the Special Fund into the account opened and maintained under sub-clause (2) or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (3).

(6) Each Owner covenants with the other Owners to make further periodic contributions to the Special Fund. The amount to be contributed in each financial year and the time when those contributions will be payable will be determined by a resolution of Owners at Owners' meeting convened under this Deed.

(7) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable. Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any). For the avoidance of doubt, the Manager shall not use the Special Fund or any part or parts thereof for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Estate.

6.2.8 Special reference to the Special Fund shall be made in the annual accounts and an estimate of the time when there will be a need to draw thereon and the amount of money that will be then needed shall also be given. In the event that further contributions need to be made to such

Special Fund for the ensuing year, the Manager shall recommend and request the Owners to approve such further contribution or the Owners may without any recommendation of the Manager determine the amount of such further contribution and the time when such further contribution will be payable in the meeting of the Owners convened under this Deed. Each Owner shall make such further contribution to the Special Fund in such amount and at such time as determined by a resolution of Owners at an Owner's meeting convened under this Deed.

C. Manager's Remuneration

6.3.1 The Manager for the performance of its duties herein shall be paid by way of remuneration an amount not exceeding the percentage of 10% of the total annual Management Expenses necessarily and reasonably incurred in the course of its management of the Estate.

6.3.2 For the purpose of calculating the Manager's Remuneration, the total annual Management Expenses referred to in Clause 6.3.1 above incurred in the management of the Estate or any portion of it shall exclude (i) the Manager's Remuneration itself, (ii) any capital expenditure or expenditure drawn out of the provision of Special Fund, Provided That by a resolution of Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's Remuneration at the rate applicable under Clause 6.3.1 or at any lower rate as the Owners may consider appropriate.

6.3.3 The Manager's Remuneration as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not be subject to any requirement by the Manager to disburse or provide from such money for any staff, facilities, legal, professional, accounting and administration services, other supports or resources including those supports or resources from the head office of the Manager, or any disbursements and out-of-pocket expenses properly necessarily and reasonably incurred in the course of carrying out its duties hereunder which said costs, expenses, fees and disbursements shall be a direct charge on the General Fund.

6.3.4 Each Owner of the Premises shall pay his due proportion of the Manager's Remuneration to the Manager in advance on the first day of each month. No variation of the percentage of total annual budgeted Management Expenses (excluding the Manager's Remuneration, any expenditure drawn out of the Special Fund and any capital expenditure referred to in Clause 6.3.2) against which the Manager's Remuneration as stated in Clause 6.3.1 above is calculated may be made except with the approval by a resolution of Owners duly passed at meetings of the Owners convened under this Deed. Payment of the Manager's Remuneration shall be monthly in advance in the sum of one twelfth of the annual remuneration of the Manager being not exceeding 10% of the total annual budgeted Management Expenses (excluding the Manager's Remuneration, expenditure drawn out of the Special Fund and any capital expenditure referred to in Clause 6.3.2)

subject to adjustment at the end of each financial year when the final annual Management Expenses are ascertained.

6.3.5 The Manager's Remuneration shall be paid to the Manager in advance on the first day of each calendar month by deductions made by the Manager from the monthly Management Fees collected from the Owners, and such deductions shall be in priority to all other payments to be made out of the Management Expenses.

D. Management Expenses in respect of the Estate

6.4.1 The Owners of the Estate shall pay to the Manager monthly in advance in the manner hereinafter provided the Management Expenses which shall be made up of the following :-

- (a) The proper reasonable and necessary cost of carrying out all or any of the duties of the Manager set out herein.
- (b) The cost of operating or providing shuttle bus services (if any) in accordance with this Deed.
- (c) The cost of employing staff to administer the management of the Estate including (but not limited to) salaries, overtime pay, year end double pay (if any), fringe benefits (if any), bonus (if any), medical, dental scheme payment, contribution to mandatory provident fund, long service payment and other statutory payments under the Employment Ordinance (Cap.57) and any statutory amendments or re-amendments thereof for the time being in force or other applicable ordinances, premium for employees' compensation and medical insurance of such staff employed by the Manager and the administrative expenses of the Manager necessarily and reasonably incurred in the management of the Estate or such proportionate part thereof as reasonably determined by the Manager to be attributable to the Estate and necessarily and reasonably incurred relating specifically to the Manager exercising or carrying out its powers and duties under this Deed including (without limitation) costs for administrative support charged by the head office of the Manager, rent, occupation expenses and other office overheads necessarily and reasonably incurred for the administration and management of the Land.
- (d) All reasonable and necessary professional fees and costs reasonably and necessarily incurred in the management of the Estate by the Manager including :-
 - (i) fees and costs of surveyors, rating surveyors, valuers, architects, consultants, engineers and others employed in connection with the management, maintenance

and improvement of the Estate,

- (ii) solicitors and other legal fees and costs,
- (iii) fees and costs of any accountants, auditors and/or any other consultants employed in connection with the management accounts or the Manager's statements as hereinafter referred to.
- (e) All water, gas, electricity, telephone and other services charges except where the same is separately metered to individual Premises.
- (f) The cost of all fuel and oil incurred in connection with the operation of the General Common Areas and the General Common Facilities.
- (g) The cost of maintaining and operating emergency generators and the cost of providing emergency lighting of the Estate.
- (h) The cost of effecting insurance mentioned in Clause 6.2.1(29) and (30) hereof.
- (i) All charges, assessments, impositions and other outgoings in respect of all parts of the General Common Areas.
- (j) The cost of postage, stationery and other sundry items incurred by the Manager in connection with the management of the Estate.
- (k) The Manager's Remuneration (referred in Sub-Section C of Section VI of this Deed).
- (l) The cost and expense of upholding maintaining and repairing the Right of Way Area and the building structures (not forming part of any Premises) or such part or parts thereof that are required to be maintained under the Government Grant.
- (m) The cost and expense of upholding, managing, maintaining and repairing (as the case may be) the Slopes and Retaining Walls (if any) which are required to be upheld, managed, maintained and repaired (as the case may be) under the Government Grant or otherwise.
- (n) Charges for telephones installed at management offices and various caretakers' counters (if any) of the Estate.
- (o) The costs of providing uniforms for the security force, watchmen, gardeners, caretakers

and other staff employed for the management of the Land and the Estate and replacement of the same.

- (p) The cost of landscaping and maintaining, repairing, cleansing and operating the sport and recreational facilities of the Estate.
- (q) The cost of landscaping and maintaining the General Common Areas and the General Common Facilities.
- (r) Government rent and rates (if any) of the management offices of the Estate and the General Common Areas.
- (s) Air-conditioning charges of the management offices of the Estate.
- (t) Water consumption and electricity charges of the management offices of the Estate.
- (u) The costs and expenses for the provision of the CCTV Imaging Device and the trained personnel to operate the CCTV Imaging Device or for securing necessary contract(s) with service provider(s) to conduct inspection of the concealed drainage pipes by a suitable CCTV Imaging Device, and for carrying out regular inspection of the subject pipework on a specified interval as proposed by the Authorized Person to alert any early signs of water leakage and pipe joints or pipe brackets conditions, in relation to the concealed drainage pipes.
- (v) Any other items of expenditure which in the reasonable opinion of the Manager are considered to be necessary for and are necessarily and reasonably incurred in the administration, management and maintenance of the Land and the Estate including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses necessarily and reasonably incurred by the Manager in respect thereof.

6.4.2 The Management Expenses shall be apportioned between the Owners of the Estate in the following manner :-

- (a) Where any expenditure relates to the Residential Common Areas or the Residential Common Facilities providing services to the Owners of the Units, the expenditure shall form part of the Management Expenses of the Residential Accommodation and shall be borne by the Owners of the Units according to the proportions borne by the number of the Management Shares of their respective Units to the total number of Management Shares allocated to all the Units. Before the issuance of consent to assign of Phase 2 and/or Phase 3 or the certificate of compliance for the Land, the relevant budgeted

Management Expenses in relation to Residential Common Areas and/or the Residential Common Facilities shall only show the estimated expenditure of the management and maintenance of the Residential Common Areas and the Residential Common Facilities within Phase 1 (and the Residential Common Areas and the Residential Common Facilities within Phase 2 if the same is completed). Upon the issuance of the consent to assign of Phase 2 and/or Phase 3 (as the case may be) or the certificate of compliance for the Land, the relevant budgeted Management Expenses in relation to Residential Common Areas and/or the Residential Common Facilities shall show the estimated expenditure of the management and maintenance of the Residential Common Areas and the Residential Common Facilities within Phase 1 and the Residential Common Areas and the Residential Common Facilities within Phase 2 or the Estate Common Areas and the Estate Common Facilities in the Estate as a whole (as the case may be).

- (b) Upon the execution of the Sub-Deed of Mutual Covenant in respect of the Carpark, any expenditure relates to the Carpark Common Areas or the Carpark Common Facilities providing services to the Parking Spaces shall form part of the Management Expenses of the Carpark and shall be borne by the Owners of the Parking Spaces (other than the Visitors' Carparking Spaces and Parking Spaces for the Disabled Persons) according to the proportions borne by the number of Management Shares of their respective Parking Spaces to the total number of Management Shares allocated to all the Parking Spaces (other than the Visitors' Carparking Spaces and Parking Spaces for the Disabled Persons) provided that notwithstanding anything to the contrary contained in this Deed, it is expressly declared that so long as the ownership of the Carpark remains vested in the First Owner or one single owner, the Management Expenses of the Carpark shall cover only the due proportion of the expenditure calculated in accordance with the Management Expenses of the Estate mentioned in Clause 6.4.2(c).
- (c) Where any expenditure relates to (i) the Estate Common Areas and/or the Estate Common Facilities or (ii) does not fall under any of the sub-paragraphs (a) and (b) of this Clause 6.4.2, the expenditure shall form part of the Management Expenses of the Estate as a whole and shall be borne by all Owners of the Estate in accordance with the proportion borne by the number of Management Shares of each Premises to the total number of Management Shares of the Estate. Before the issuance of consent to assign of Phase 2 and/or Phase 3 or the certificate of compliance for the Land, the relevant budgeted Management Expenses in relation to Estate Common Areas and/or the Estate Common Facilities shall only show the estimated expenditure of the management and maintenance of the Estate Common Areas and the Estate Common Facilities within Phase 1 (and the Estate Common Areas and the Estate Common Facilities within Phase 2 if the same is completed). Upon the issuance of the consent to assign of Phase 2 and/or Phase 3 (as the case may be) or the certificate of compliance for the Land, the

relevant budgeted Management Expenses in relation to Estate Common Areas and/or the Estate Common Facilities shall show the estimated expenditure of the management and maintenance of the Estate Common Areas and the Estate Common Facilities within Phase 1 and the Estate Common Areas and the Estate Common Facilities within Phase 2 or the Estate Common Areas and the Estate Common Facilities in the Estate as a whole (as the case may be).

- (d) Notwithstanding anything contained in sub-clauses (a) to (c) hereof, (i) where any expenditure relates solely to or is solely for the benefit of any Premises and no Owner other than the Owner entitled to the exclusive right and privilege to hold, use and occupy that Premises will receive any material benefit therefrom, then the full amount of such expenditure shall be borne by the Owner of such Premises and (ii) where any expenditure relates solely to or is solely for the benefit of a group of Owners but does not relate to or is not for the benefit of the other Owners, the full amount of such expenditure shall be apportioned between such Owners in proportion to their respective Management Shares.

- (e) Subject to the prior written approval of the Owners' Committee or where the Owners' Corporation has been formed the approval of the Owners' Corporation, if the Manager is of the opinion that the adopted annual budget and/or the sharing of the amounts of Management Expenses assessed under any part of the adopted annual budget in accordance with the provisions of this Deed may lead to or result in any Owner or Owners of any part or parts of the Estate unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled to modify any adopted annual budget in such manner as the Manager may (but subject to compliance with the procedures applicable to the draft annual budget, the annual budget and the revised annual budget as provided in Sub-section F of Section VI of this Deed) think fit (whether by creating new parts or abolishing existing parts of the budget or otherwise) and to prepare new budget in the modified manner as aforementioned and/or to vary or modify the manner of sharing the amounts of Management Expenses assessed under any part of the budget by the relevant Owners in such way as the Manager may (but subject to prior written approval of the Owners' Committee or the Owners' Corporation) think fit and the modified budget and the modified manner of sharing the management expenditure shall be binding (save for manifest error) on all Owners and provided always that the Manager's determination of the amount of contribution payable by each Owner as aforesaid shall (in the absence of manifest error) be conclusive and binding on all Owners PROVIDED THAT (i) no Owner shall be called upon to pay more than his appropriate share of Management Expenses, having regard to the number of Management Shares allocated to his Premises and (ii) the Owners of the Units and the

Parking Spaces (excluding the Visitors' Carparking Spaces and Parking Spaces for the Disabled Persons) shall only be responsible for the Management Expenses of their respective parts and (iii) all Owners shall be liable for the Management Expenses of the Estate Common Areas and the Estate Common Facilities.

6.4.3 Each Owner shall pay in full a due proportion of the cost and expenses mentioned in Clause 6.4.1 (being the Management Expenses) whether or not his Premises is occupied. No Owner shall be called upon to pay more than his appropriate share of the Management Expenses having regard to the number of Management Shares allocated to his Premises. The First Owner shall pay all Management Expenses and make payments and contributions for those expenses which are of a recurrent nature for the Premises unsold Provided that no Management Expenses shall be payable in respect of those Undivided Shares allocated to a separate building or Phase the construction of which has not been completed except to the extent that such building or Phase benefits from the provisions of this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining slopes or as to security etc. provided by the management of the completed parts) of the Estate Provided further that the Owners (except the First Owner) shall not be required to contribute towards the Management Expenditure (if any) in relation to or attributable to the General Common Areas and General Common Facilities within Phase 2 and the General Common Areas and General Common Facilities within Phase 3 before the same are open for use and enjoyment of the Owners in accordance with the provisions of this Deed.

- (a) The Owner of each Premises shall pay to the Manager monthly in advance the Management Fee calculated by reference to Clauses 6.4.1 and 6.4.2 hereof PROVIDED THAT if the total contributions receivable as aforesaid by the Manager shall be insufficient to meet the Management Expenses by reason of any further Management Expenses whether incurred or to be incurred over and above the budgeted Management Expenses, such deficiency shall be carried forward to and recouped by adjusting the annual budget and the Management Fee for the next financial year PROVIDED ALWAYS that the Manager may subject to prior consultation with the Owners' Committee demand from each Owner on giving not less than one (1) month's prior notice in writing the additional monthly contribution payable by each Owner as determined by the Manager pursuant to the provisions of this Deed PROVIDED THAT :- (i) such demand shall not be made more than once for every financial year for the purpose of management of the Land and the Estate; (ii) in exceptional circumstances it may be recovered by special contribution in one lump sum as the Manager shall deem fit to meet the said further Management Expenses including its remuneration due thereon; and (iii) all demands to be made by the Manager pursuant to this Clause 6.4.3(a) must be made by reference to a revised annual management budget which has followed the same procedures as apply to the draft budget and budget by virtue of Clause 6.6.2.

- (b) If there should be any surplus after payment of all the costs, charges and expenses then the surplus shall be credited to the General Fund and subject to the consent of the Owners' Committee or Owners Corporation (if formed) after the final annual accounts have been audited be applied towards the Management Expenses of the Land and the Estate for the next following financial year and in such manner as the Manager may decide.

6.4.4 The Manager shall from time to time notify each Owner in writing in the manner hereinafter mentioned of the amount of the Management Fee estimated as aforesaid and such amount shall be payable by each Owner monthly in advance from the commencement of the month immediately following the date of notification.

6.4.5 In the event of the Manager acquiring Undivided Shares in the Land and the Estate pursuant to SECTION VII hereof references to "Owners" in this Sub-Section D of Section VI shall be deemed to exclude the Manager.

E. Security for and Recovery of Moneys Due to the Manager

6.5.1 (a) Except where the First Owner has made payments in accordance with Clause 6.5.1(b) the first Owner of each Premises (i.e. assignee from the First Owner) shall on completion of the assignment of his Premises:-

- (i) pay to the Manager a deposit of not more than 3 months' Management Expenses of the first year's budgeted Management Expenses ("the Management Deposit") as security against his liabilities under this Deed and the Management Deposit Provided Always that no Owner may refuse to pay any money payable by him under this Deed or any part thereof by claiming any set off against the Management Deposit Provided Further that in the case of change of ownership of any Premises, the Management Deposit in respect of such Premises shall be transferred to the account of the new Owner and the previous Owner shall have no claim for any refund;
- (ii) pay to the Manager such sum not exceeding 2 months' Management Expenses of the first year's budgeted Management Expenses in respect of his Premises as payment in advance of the Management Fee;
- (iii) pay to the Manager 2 months' Management Expenses of the first year's budgeted

Management Expenses in respect of his Premises as his initial contribution to the Special Fund; and

- (iv) for each Owner of a Unit, pay to the Manager such sum not exceeding 1 month's Management Expenses of the first year's budgeted Management Expenses in respect of his Unit as debris removal fee.

Provided that :-

- (1) the funds and fees referred to in sub-clauses (ii), (iii) and (iv) above shall be non-refundable and non-transferable in the case of change of ownership of any Premises;
 - (2) any debris removal fee not used for debris collection or removal shall be paid into the Special Fund; and
 - (3) each Owner (being the assignee from the First Owner) shall immediately upon his becoming an Owner reimburse and pay to the Manager a due proportion (according to the Management Shares allocated to his Premises) of the public utilities deposits for the General Common Areas and the General Common Facilities which have been paid to the relevant utilities companies and such payment made by the Owner shall be non-refundable but transferrable.
- (b) The First Owner shall pay the Management Deposits, the initial contribution to the Special Fund and the debris removal fee if it remains the Owner of those Undivided Shares allocated to Premises in that part of the Estate the construction of which has been completed and which remain unsold 3 months after (i) execution of this Deed or (ii) the date when it is in a position validly to assign those Undivided Shares (i.e. when the consent to assign or certificate of compliance has been issued), whichever is the later. In the event the First Owner shall assign such Premises to new Owners, the Management Deposits paid hereunder shall be transferred to the account of the new Owners of such Premises in the manner as provided in Clause 6.5.1(a)(i). All outgoings (including Government rent, rates, Management Expenses) up to and inclusive of the date of the first assignment by the First Owner of each Premises shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings. Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Estate held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions

prior to his ceasing to be the Owner thereof.

6.5.2 The Manager shall be entitled from time to time at its reasonable discretion to demand and each Owner shall pay to the Manager such amount on demand for the purpose of maintaining the Management Deposit in respect of his Premises at a level equal to 3 months' Management Fee for the time being payable in respect of the Premises held by such Owner Provided That the amount of the Management Deposit of the Premises shall be no more than 25% of any subsequent current year's budgeted Management Expenses for such Premises.

6.5.3 If any of the Owners shall fail to pay any sum due under this Deed within thirty (30) days of demand, then the Manager shall be entitled to do any or all of the following, namely :

- (a) to discontinue providing management services to such defaulting Owner, his tenants, lessees, employees, licensees and visitors provided that notwithstanding anything contained in this Deed or any relevant Sub-Deed of Mutual Covenant to the contrary, no provision of this Deed or any Sub-Deed of Mutual Covenant shall operate to empower, or shall be construed to have the effect of empowering, any person (including the Manager) to interrupt the supply of electricity, water, gas, telecommunications or other utilities to any Premises or to prevent access to the Premises by reason of the Owner of that Premises failing to pay any fees or to comply with any other provisions under this Deed;
- (b) to recover from the defaulting Owner who fails to pay sums due under the provisions of this Deed within 30 days of demand interest on the defaulted amount at the rate of not exceeding 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited until the date of payment (such interest when collected shall be credited to the Special Fund);
- (c) to recover from the defaulting Owner who fails to pay sums due under the provisions of this Deed within 30 days of demand a collection charge not exceeding 10% of the defaulted amount to cover the costs (other than legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default which said collection charge when collected shall be credited to the Special Fund;
- (d) to recover the defaulted sum and all sums payable to the Manager under this Clause by civil action;
- (e) to recover from the defaulting Owner all legal costs relating to the recovery of the defaulted sum and all sums payable under this Clause on a solicitor and own client basis;
- (f) to register a charge against the Undivided Shares of the defaulting Owner who fails to

pay any sum which is payable to the Manager or to comply with any other provisions under this Deed and the Premises held therewith, such charge shall remain valid and enforceable notwithstanding that judgement has been obtained for the amount thereof unless and until such judgement has been satisfied; and

- (g) to enforce the said charge by legal action for obtaining an order for the sale of the Undivided Shares of the defaulting Owner and the Premises held therewith.

F. Annual Budget

6.6.1 The first financial year shall commence from the date of this Deed and shall end on the 31st day of December of that year and thereafter the subsequent financial year shall commence on the 1st day of January of the following year and shall end on the 31st day of December of that year PROVIDED THAT if the first financial year is less than a period of one year, the first financial year shall run from the date of this Deed until the 31st day of December in the next following year PROVIDED FURTHER THAT the financial year may not be changed more than once in every five (5) years unless that change is previously approved by a resolution of the Owners' Committee (if any).

6.6.2 The Manager shall in respect of each financial year :-

- (a) prepare a draft budget setting out the proposed expenditure specifically referable to different parts of the Estate and apportioned in the manner set out in Clause 6.4.2 hereof for the financial year;
- (b) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days;
- (c) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of fourteen (14) days from the date the draft budget was sent or first displayed;
- (d) after the end of that period, prepare a budget specifying the total proposed expenditure during the financial year;
- (e) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days; and

- (f) the draft budget prepared by the Manager shall contain separate management budgets for different parts of the Estate.

6.6.3 Where a budget has been sent or displayed in accordance with Clause 6.6.2 (e) hereof and the Manager wishes to revise it, it shall follow the same procedures in respect of the revised budget as apply to the draft budget and budget by virtue of Clause 6.6.2. Where a revised budget is sent or displayed in accordance with Clause 6.6.3, the total amount of the Management Expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.

6.6.4 Where in respect of a financial year, the Manager has not complied with Clause 6.6.2 hereof before the start of that financial year, the total amount of the Management Expenses for that year shall :-

- (a) until it has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year; and
- (b) when it has so complied, be the total proposed expenditure specified in the budget for that financial year, and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.

6.6.5 If any Owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall on payment of a reasonable copying charge, supply a copy to that person. Such charge shall be credited to the Special Fund.

6.6.6 Subject to Clauses 6.6.3, 6.6.4, 6.6.7 and 6.6.8, the total amount of Management Expenses payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Estate shall be the total proposed expenditure during that year as specified by the Manager in accordance with Clause 6.6.2 for that financial year.

6.6.7 If there is an Owners' Corporation and, within a period of 1 month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with Clauses 6.6.2 or 6.6.3 hereof, the Owners' Corporation decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of the Management Expenses for that financial year shall, until another budget or revised budget is sent or displayed in accordance with Clauses 6.6.2 or 6.6.3 hereof and is not so rejected under this Clause, be deemed to be the

same as the total amount of Management Expenses (if any) for the previous financial year together with an amount not exceeding 10% of that total amount as the Manager may determine.

6.6.8 For the purposes of Clauses 6.6.2 to 6.6.7, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the Manager's Remuneration.

G. Management Accounts

6.7.1 The Manager shall :

- (a) maintain and keep true and proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years;
- (b) within one (1) month after each consecutive period of three (3) months or such shorter period as the Manager may select, prepare a summary of income and expenditure and a balance sheet of that period for different parts of the Estate as referred to in Clause 6.4.2 hereof and shall display a copy of the summary and balance sheet in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days;
- (c) within two (2) months after the end of each financial year, prepare an income and expenditure account and balance sheet for that year and display a copy of the income and expenditure account and balance sheet in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days;
- (d) permit any Owner at any reasonable time to inspect the books or records of account and any income and expenditure account or balance sheet and on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him Provided that such copying charge shall be credited to the Special Fund;
- (e) if there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, without delay arrange for such an audit to be carried out by that person; and :
 - (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
 - (ii) on payment of a reasonable copying charge, supply any Owner with a copy of the

audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner; and

(f) maintain separate management accounts for different parts of the Estate.

6.7.2 Each income and expenditure account and balance sheet required under sub-clauses (b) and (c) of Clause 6.7.1 shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund and the amount of money that will then be needed.

6.7.3 Prior to the formation of Owners' Corporation, the Owners at an Owners' meeting convened under this Deed have power to require the annual account to be audited by an independent auditor of their choice.

H. Management by Owners' Corporation

6.8.1 If an Owners' Corporation is formed under the Ordinance, any regulations made thereunder and any amending legislation, it may require the Manager, in accordance with this Deed to assign the Undivided Shares in respect of the corresponding General Common Areas and General Common Facilities and transfer the management responsibilities to it free of costs or consideration, in which event, the said Owners' Corporation must hold them on trust for the benefit of all Owners for the time being. During the existence of an Owners' Corporation, the general meeting of Owners' Corporation convened under the Ordinance shall take the place of the meeting of Owners convened under this Deed and where a management committee of the Owners' Corporation is or has been appointed, the management committee shall take the place of the Owners' Committee under this Deed.

6.8.2 The Owners' Corporation may also appoint any professional management company to act as the Manager on such terms and conditions to be agreed between the Owners' Corporation and such professional management company subject to the relevant provisions of this Deed and the Ordinance.

I. Application of the Ordinance

6.9.1. Notwithstanding anything contained in this Deed, no provision in this Deed shall in any way prejudice or contravene or contradict or overrule or fail to comply with any provisions in or the application of the Ordinance and the Schedules thereto.

SECTION VII

EXTINGUISHMENT OF RIGHTS UNDER THIS DEED

7.1.1 In the event of the Estate or any part or parts thereof being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for use or habitation or occupation, the Owners of not less than 75% of the Undivided Shares of such damaged part(s) of the Estate (excluding the relevant Undivided Shares allocated to the General Common Areas and General Common Facilities) may convene a meeting of the Owners of the part or parts of the Estate so affected and such meeting may resolve by a resolution of not less than 75% majority of such Owners voting in person or by proxy whether or not to rebuild or reinstate the damaged part(s) of the Estate. The resolution is to be binding upon all the Owners of the damaged part(s). If it is resolved that by reason of insufficiency of insurance moneys, changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate and rebuild such part or parts of the Estate then in such event the Undivided Shares in the Land and the Estate representing such part or parts shall be acquired by the Manager and the Owners (excluding the Owner of the Undivided Shares allocated to the General Common Areas and General Common Facilities) of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction and to distribute the net proceeds of sale amongst the Owners (excluding the Owner of the Undivided Shares allocated to the General Common Areas and General Common Facilities) of such Undivided Shares in proportion to the respective Undivided Shares previously held by such former Owners (except the Manager) bears to the total number of Undivided Shares of the part or parts of the Estate in question (less the relevant Undivided Share(s) allocated to the General Common Areas and General Common Facilities of such part or parts of the Estate). All insurance moneys received in respect of any policy of insurance on such part or parts of the Estate shall likewise be distributed amongst such former Owners. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of such part or parts of the Estate Provided Always that if it is resolved to reinstate or rebuild such part or parts of the Estate each Owner (excluding the Owner of the Undivided Shares allocated to the General Common Areas and General Common Facilities) of such part or parts shall pay the excess of the costs of reinstatement or rebuilding of such part or parts over and above the proceeds from the insurance of such part or parts in proportion to the respective number of Undivided Shares held by him bears to the total number of Undivided Shares of the part or parts of the Estate in question (less the relevant Undivided Share(s) allocated to the General Common Areas and General Common Facilities) and that until such payment the same shall be a charge upon his interest in the Land and the Estate and be recovered as a civil debt.

7.1.2 The following provisions shall apply to a meeting convened pursuant to Clause 7.1.1

hereof :-

- (a) Every such meeting shall be convened by notice given in writing by the person or persons convening the meeting upon each Owner at least fourteen (14) days before the date of the meeting, and that notice shall specify the place, date and time of the meeting and the resolutions (if any) that are to be proposed at the meeting. Such notice may be given (i) by delivering personally to the Owner (ii) by sending by post to the Owner at his last known address or (iii) by leaving the notice at the Owner's Premises or depositing the notice in the letter box for that Premises;
- (b) No business shall be transacted at any meeting unless a quorum is present. A quorum shall consist of the Owners (excluding the Owner of the Undivided Shares allocated to the General Common Areas and General Common Facilities) present in person or by proxy in whom not less than seventy five per cent (75%) of the total number of Undivided Shares of the part or parts of the Estate in question (but excluding the relevant Undivided Share(s) allocated to the General Common Areas and General Common Facilities) are vested;
- (c) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week at the same place;
- (d) The chairman of the Owners' Committee shall preside over at every such meeting or, in his absence, the Owners then present shall choose one of their members to be the chairman of the meeting;
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Every Owner shall have one vote for each Undivided Share allocated to the part of the Estate vested in him and in the case of Owners who together are entitled to one such Undivided Share, the vote in respect of that Undivided Share may be cast (i) by a proxy jointly appointed by such co-Owners (ii) by a person appointed by the other co-Owner from amongst themselves or (iii) if no appointment has been made under Clause 7.1.2(f)(i) or 7.1.2(f)(ii), then either by one of the co-Owners personally or by proxy by one of the co-Owners; and, in the case of any meeting where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seek to cast a vote in respect of such Undivided Share, only the vote that is cast, in person or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid;

- (g) Votes may be given either personally or by proxy;
- (h) An instrument appointing a proxy shall be in writing in the form set out in Form 1 of Schedule 1A of the Ordinance and signed by the Owner or, 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. The instrument appointing a proxy shall be lodged with the Chairman of the meeting or the person, as the case may be, who convened the meeting at least 48 hours before the time for the holding of the meeting. 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;
- (i) A resolution passed at a duly convened meeting by a 75% majority of votes of the Owners (excluding the Owner of the Undivided Shares allocated to the General Common Areas and General Common Facilities) present in person or by proxy and voting shall be binding on all the Owners of the relevant part or parts of the Estate PROVIDED as follows :-
 - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid; and
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed or any relevant Sub-Deed of Mutual Covenant; and
- (j) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

PROVIDED ALWAYS THAT no right to vote shall attach to the Undivided Shares allocated to the General Common Areas and General Common Facilities and such Shares shall not be counted for the purposes of sub-clauses (b) or (i) above.

SECTION VIII

MEETINGS OF THE OWNERS AND THE OWNERS' COMMITTEE

A. Meetings of Owners of the Estate

8.1.1 An Owner appointed to convene such a meeting by the Owners holding not less than 5% of the total number of Undivided Shares in aggregate or the Manager or the Owners' Committee may at any time convene an Owners' meeting for the purpose of determining any matters concerning or affecting or in any way relating to the Land and the Estate and the management thereof. The Manager shall convene the first meeting of Owners as soon as possible but in any event not later than nine (9) months after the date of this Deed (and to call further and subsequent meetings, if required) which meeting shall appoint the Owners' Committee and the chairman thereof or shall appoint a management committee for the purpose of forming the Owners' Corporation under the Ordinance. The following provisions shall apply to any Owners' meeting, namely :-

- (a) a meeting may be convened by (i) the Manager or (ii) an Owner appointed to convene such meeting by those Owners who in the aggregate have vested in them not less than 5% of the Undivided Shares or (iii) the Owners' Committee;
- (b) the person convening the meeting of Owners shall, at least fourteen (14) days before the date of the meeting, give notice of the meeting to each Owner. The notice of meeting referred to in this sub-clause (b) shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting and the notice may be given (i) by delivering it personally upon the Owner (ii) by sending it by post addressed to the Owner at his last known address or (iii) by leaving it at the Owner's Premises or depositing it in the letter box (if any) for that Premises;
- (c) The quorum at a meeting of the Owners shall be 10% of the Owners and no business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and, for the purposes of this Clause 8.1.1(c), the reference to "10% of the Owners" shall (i) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of the Undivided Shares; and (ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate;
- (d) the chairman of the Owners' Committee shall preside the meeting or if the meeting is convened under sub-clause 8.1.1(a)(i) or (ii) above, the person convening the meeting shall preside the meeting;

- (e) the chairman shall cause a record to be kept of the persons present in person or by proxy at the meeting, the appointment and vacation of appointments of all its members and all changes therein, the proceedings and the resolutions of the Owners' meeting;
- (f) every Owner shall have one vote for each Undivided Share he owns and where 2 or more Owners are the co-Owners of an Undivided Share, the vote in respect of that Undivided Share may be cast :-
 - (i) by a proxy jointly appointed by the co-Owners; or
 - (ii) by a person appointed by the other co-Owners from amongst themselves; or
 - (iii) if no appointment has been made under sub-clauses (i) and (ii) hereof, then either by one of the co-Owners personally or by proxy by one of the co-Owners; and in the case of any meeting where 2 or more persons are the co-Owners of an Undivided Shares and more than one of the co-Owners seeks to cast a vote in respect of that Undivided Share, only the vote that is cast, in person or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept by the Land Registry shall be treated as valid;
- (g) if there is an equality of votes the person presiding over the meeting shall have in addition to a deliberative vote, a casting vote;
- (h) votes may be given either personally or by proxy;
- (i) the instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A of the Ordinance and signed by the Owner or, 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;
- (j) the instrument for appointment of a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under sub-clause 8.1.1(a)(i) or (ii) the person convening the meeting at least 48 hours before the time for the holding of the meeting and 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;
- (k) any resolution on any matter concerning the Land and the Estate passed at a duly

convened meeting by a majority of votes of the Owners present in person or by proxy and voting shall be binding on all the Owners Provided that :-

- (i) the fourteen (14) days prior written notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at such meeting concerning any other matters shall not be valid; and
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed or any relevant Sub-Deed of Mutual Covenant or the Government Grant.
- (l) the accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat;
- (m) the procedure at the meeting shall be as is determined by the Owners;
- (n) for the avoidance of doubt and notwithstanding anything to the contrary herein contained, no right to vote shall attach to the Undivided Shares allocated to the General Common Areas and General Common Facilities or such shares allocated to any additional General Common Areas and General Common Facilities from time to time at any meeting whether under this Deed, the Ordinance or otherwise nor will those Undivided shares be taken into account for the purpose of calculating the quorum of any meeting or percentage of the Undivided Shares; and
- (o) an annual general meeting of the Owners shall be held every year for the purposes of considering and resolving on matters which this Deed requires to be approved or decided by the annual general meeting of the Owners. The first of such annual general meeting shall be held within 12 calendar months after the first meeting of the Owners convened by the Manager within 9 months after the date of this Deed as aforesaid and annual general meetings for each ensuing year shall be held within 12 calendar months from the previous annual general meeting.
- (p) Subject to Clause 8.1.1 hereof but notwithstanding any other provisions to the contrary herein contained, no resolution concerning the management of the Residential Accommodation shall be valid unless such resolution is passed with the affirmative vote in favour of the resolution by Owners of not less than 50% of the total number of Undivided Shares held by Owners of the Residential Accommodation who are present in person or by proxy and voting and no resolution concerning the management of the Residential Accommodation shall be valid unless such resolution is passed with the affirmative vote in favour of the resolution by Owner(s) of not less than 50% of the total

number of Undivided Shares held by Owner(s) of the Residential Accommodation who is/are present in person or by proxy and voting.

- (q) Upon execution of the Sub-Deed of Mutual Covenant in respect of the Carpark, then notwithstanding any provisions providing to the contrary in this Deed, no resolution concerning the use operation management or maintenance of or otherwise affecting the areas and facilities designated as common areas and facilities in such Sub-Deed of Mutual Covenant shall be valid unless such resolution is passed with the affirmative vote in favour of the resolution by Owners of not less than 50% of the total number of Undivided Shares allocated to the Carpark and any matter concerning such common areas and facilities shall be decided by the Owners of the Carpark by a resolution on such matter passed at a meeting convened in accordance with the provisions of the relevant Sub-Deed of Mutual Covenant.

B. Meetings of the Owners' Committee of the Estate

- 8.1.2 (a) (i) Any Owners' Committee formed under this Deed shall consist of not less than 7 members elected in an Owners' meeting to represent the Owners in all matters concerning the management of the Land and the Estate, undertaking other functions conferred on the Owners' Committee by this Deed, and in particular, to communicate with the Manager on behalf of the Owners and to consider such matters required to be approved or decided by the Owners' Committee under this Deed. The Owners' Committee shall comprise the following members :
- (1) at least 6 Owners of the Units; and
 - (2) 1 Owner of the Carpark.
- (ii) A chairman as the Owners may from time to time determine shall be elected in the Owners' meeting among the abovementioned members by the Owners present.
- (b) Any Owner and any representative appointed by an Owner in the event of such Owner being a corporate body shall be eligible for election to the Owners' Committee. The appointment of a representative by a corporate Owner shall be in writing addressed to the Owners' Committee and such appointment may be revoked at any time by notice in writing given to the Owners' Committee.
- (c) No person shall be appointed as a member of the Owners' Committee who :-
- (i) has been declared bankrupt or insolvent; or

- (ii) has been convicted of a criminal offence other than a summary offence not involving dishonesty; or
 - (iii) has entered into composition with his creditors.
- (d) An Owners' Committee shall be appointed for a term of two (2) years and its members shall hold office until a new Owners' Committee is appointed and in the event of no new Owners' Committee is appointed for whatever reasons after the said term of two (2) years, the members of the existing Owners' Committee shall continue to act until a new Owners' Committee is appointed Provided Always that a member shall cease to hold office if :-
- (i) he or the corporate Owner appointing him ceases to be an Owner;
 - (ii) he becomes disqualified for appointment as a member of an Owners' Committee under sub-clause (c) hereof;
 - (iii) he resigns from the office by notice in writing given to the Owners' Committee;
 - (iv) he is removed by a resolution passed at an Owners' meeting; or
 - (v) he has become incapacitated by mental illness.

In any of event provided for in Sub-clauses (i), (ii), (iii), (iv) or (v) above, the Manager may convene a meeting of the Owners who have elected the member concerned to fill the casual vacancy thereby created.

- (e) Retiring members of the Owners' Committee shall be eligible for re-election.
- (f) The Owners' Committee may continue to act notwithstanding any vacancies in their number Provided That the number is not reduced below 7. In the event that the number is reduced below 7, the remaining members of the Owners' Committee may act but only for the purpose of convening an Owners' meeting for purpose of electing eligible persons to be members of the Owners' Committee.
- (g) A meeting of the Owners' Committee may be convened at any time by the chairman or any 2 members of the Owners' Committee.
- (h) Notice in writing specifying the place, date and time of a meeting of the Owners' Committee and the resolutions (if any) that are to be proposed at the meeting shall be

given in writing by the person or persons convening the meeting upon each member of the Owners' Committee at least seven (7) days before the date of the meeting.

- (i) All notices of meeting required to be served hereunder may be given by delivering personally to the member of the Owners' Committee or by sending by post to the member of the Owners' Committee at his last known address or by leaving at his Premises or deposited in the letter box of that Premises.
- (j) The quorum at a meeting of the Owners' Committee shall be fifty per cent (50%) of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater.
- (k) A meeting of the Owners' Committee shall be presided by the chairman or in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting.
- (l) At a meeting of the Owners' Committee, each member present shall have one (1) vote on a question before the Owners' Committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.
- (m) The procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.
- (n) No resolution concerning the management of the Residential Accommodation shall be valid unless such resolution is passed with the affirmative vote in favour of the resolution by the member(s) of the Owners' Committee representing the Owner(s) of the Residential Accommodation PROVIDED THAT no such resolution shall affect the operation, maintenance and management of the Carpark.
- (o) No resolution concerning the management of the Carpark shall be valid unless such resolution is passed with the affirmative vote in favour of the resolution by the member(s) of the Owners' Committee representing the Owner(s) of the Carpark PROVIDED THAT no such resolution shall affect the operation, maintenance and management of the Residential Accommodation.

8.1.3 At any time after the formation and during the existence of the Owners' Corporation under the Ordinance, the Owners' meeting convened under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation and the Owners' Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation. On the formation of the Owners' Corporation,

the provisions contained in the Schedule 2 to the Ordinance shall apply in respect of all meetings and resolutions of the management committee which shall take the place of the Owners' Committee formed under this Deed, and the provisions contained in the Schedule 3 to the Ordinance shall apply to all general meetings of the Owners' Corporation which shall take the place of the Owners' meetings under this Deed.

- 8.1.4 The Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among the Owners on any business relating to the management of the Estate.

SECTION IX

MISCELLANEOUS

9.1.1 Subject to the provisions of the Ordinance, in any civil action initiated or defended by the Manager under the powers given in this Deed, the Manager shall conclusively be deemed to be acting as the agent for and on behalf of all Owners in accordance with the provisions of this Deed other than the Owner (if any) against whom the action is being initiated or defended and no Owner shall raise or be entitled to raise any defence of want of authority or make any objection to the right of the Manager to initiate or defend such action.

9.1.2 A set of the plans annexed hereto showing the General Common Areas and General Common Facilities shall be kept at the management office of the Estate for inspection by the Owners during normal office hours free of costs and charges.

9.1.3 The First Owner shall deposit at the management office of the Estate a full copy of the Slope Maintenance Manual and a copy of Schedules 7 and 8 to the Ordinance (English and Chinese version) for reference by all Owners within 1 month after the date of this Deed for inspection by the Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

9.1.4 Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of process. Any Owner not occupying or using his Premises shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed, failing which the address of such Premises is deemed to be his address for service.

9.1.5 The First Owner shall at its own costs and expenses provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and its Chinese translation at the management office of the Estate within one month after the date of this Deed. Copies of this Deed and its Chinese translation shall be made available for inspection by all Owners free of costs at the management office of the Estate. A copy of this Deed or its Chinese translation or both shall be supplied by the Manager to an Owner on request and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of dispute as to the effect or construction of this Deed and its Chinese translation, the English text of this Deed shall prevail.

9.1.6 Subject to Section VII hereof, the rights, privileges, obligations and covenants herein contained shall be binding on the Owners and their respective executors, administrators, successors in title, assigns and mortgagees or chargees in possession of or those who have foreclosed the Undivided Shares and/or the Premises and the covenants herein contained and the

interest herein both as to the benefit and burden of such covenants shall run with the Land. The Conveyancing and Property Ordinance shall apply to this Deed Provided That no Owner shall be bound after ceasing to own any part or share of and in the Land and the Estate or any interest therein save and except in respect of any matter arising previously to his ceasing to own such part or share or interest therein.

9.1.7 Save as herein expressly provided, all notices in writing required to be given hereunder (if any) shall be sufficiently served on an Owner if a copy of such notice is left at his Premises or deposited in his letter box (if any) or a copy is sent by post to his last known address in the Hong Kong Special Administrative Region if such Owner is not personally occupying his Premises.

9.1.8 All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or by hand delivered to the management office of the Estate or such other address as may be notified by the Manager from time to time.

9.1.9 The Undivided Shares allocated to the General Common Areas and General Common Facilities shall not carry any voting rights at any meeting whether under this Deed, the Ordinance or otherwise or liability to pay any charges under this Deed. Such Undivided Shares allocated to the General Common Areas and General Common Facilities shall not be taken into account for the purpose of calculating the quorum of any meeting under this Deed, the Ordinance or otherwise.

9.1.10 (a) The First Owner at its own costs and expenses has prepared a schedule of the Works and Installations in the Estate, which require regular maintenance on a recurrent basis. The schedule of the Works and Installations is set out in Third Schedule to this Deed (subject to revisions as provided for in sub-clauses (e) and (f) below).

(b) The First Owner shall at its own cost and expense compile and prepare for the reference of the Owners and the Manager Maintenance Manual for the Works and Installations 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;
 - (vii) recommended maintenance cycle of the Works and Installations.
- (c) The First Owner shall deposit a full copy of the Maintenance Manual for the Works and Installations in the management office of the Estate within one month after the date of this Deed for inspection by the Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (d) The Owners shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Estate and such parts of the Estate the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by the respective Owners including the Works and Installations.
- (e) The schedule of Works and Installations and the Maintenance Manual for the Works and Installations may be revised in future to take into account any necessary changes, including but not limited to addition of works and installations in the Estate and the updating of maintenance strategies in step with changing requirements.
- (f) The Owners may, by a resolution of the Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule of Works and Installations and the Maintenance Manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised schedule of Works and Installations and the revised Maintenance Manual for the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
- (g) All costs incidental to the preparation of the revised schedule of Works and Installations and the revised Maintenance Manual for the Works and Installations shall be paid out of the Special Fund.

- (h) The Manager shall deposit the revised Maintenance Manual for the Works and Installations in the management office of the Estate within one month after the date of its preparation for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- 9.1.11 (a) Nothing in this Deed conflicts with or is in breach of the conditions of the Government Grant. If any provision contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail.
- (b) All Owners (including the First Owner) and the Manager covenant with each other to comply with the conditions of the Government Grant so long as they remain as Owners or (as the case may be) the Manager. The covenants and provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the Land and the Estate and to the Undivided Share(s) in respect thereof.
- 9.1.12 The First Owner shall deposit in the management office a copy of the plan identifying the Fire Services Installations for Open Kitchen for inspection by all Owners free of charge and any Owner 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 shall be credited into the Special Fund.
- 9.1.13 In the event that any terminology of the Fire Safety Management Plan shall be inconsistent with this Deed, this Deed shall prevail.
- 9.1.14 Upon completion of Phase 1 and/or Phase 2 (as the case may be), the First Owner shall at its own expense provide necessary temporary noise abatement and dust protection measures within the Estate as may be required by the Building Authority so as to minimize the inconvenience caused to the Owners of Units in Phase 1 and/or Phase 2 from the continuing building or construction works of the remaining uncompleted part(s) of the Estate on the Land.
- 9.1.15 In consideration of the Mortgagee having entered into this Deed in its capacity as the mortgagee under the Debenture the First Owner hereby covenants with the Mortgagee that it shall fully observe and perform all the terms, conditions and covenants herein contained and to be observed and performed by the First Owner and the Mortgagee or any of them while any share or interest in any part of the Land and the Estate is subject to the Debenture and shall keep the Mortgagee fully and effectually indemnified from and against all costs, expenses, losses, damages, demands, claims and proceedings whatsoever which the Mortgagee may incur, suffer or sustain as a result of any breach, non-observance and non-performance of any of the said terms, conditions

and covenants and the non-payment of the sums hereunder. For the purpose of this clause, the expression “First Owner” shall exclude its assigns.

9.1.16 Notwithstanding anything hereinbefore contained unless and until such time as the Mortgagee enters into possession of the premises subject to the Debenture or exercises the power of sale conferred on the Mortgagee under the Debenture, the covenants and obligations contained in this Deed including (without limitation) the obligation for making any payment under this Deed and the other burdens and restrictions herein imposed shall not be binding on the Mortgagee and thereafter the Mortgagee will be bound by such covenants and obligations only insofar as the same relate to the Undivided Shares and/or the Premises in respect of which the Mortgagee has entered into possession or exercised its power of sale as aforesaid, and no liability for any payment under this Deed shall be binding on the Mortgagee in respect of any sums accrued prior to the Mortgagee entering into possession or exercising the power of sale of the relevant premises.

IN WITNESS whereof the First Owner, the Second Owner, the DMC Manager and the Mortgagee hereto have caused this Deed to be duly executed the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO
Allocation of Undivided Shares
of and in the Land and the Estate

(A) Units

78,884 Undivided Shares

Phase 1

Phase 1 Tower 1

Floor	Unit A	Unit B	Unit C	Sub-Total
1st	124 (Note 4)	85 (Note 1)	88 (Note 1)	297
2nd	129 (Note 7)	88	90	307
3rd	129 (Note 7)	88	90	307
5th	129 (Note 7)	88	90	307
6th	129 (Note 7)	88	90	307
7th	129 (Note 7)	88	90	307
8th	129 (Note 7)	88	90	307
9th	129 (Note 7)	88	90	307
10th	129 (Note 7)	88	90	307
11th	129 (Note 7)	88	90	307
12th	129 (Note 7)	88	90	307
15th	129 (Note 7)	88	90	307
16th	129 (Note 7)	88	90	307
17th	129 (Note 7)	88	90	307
18th	129 (Note 7)	88	90	307
19th	129 (Note 7)	88	90	307
20th	129	88	90	307

	(Note 7)			
21st	129 (Note 7)	88	90	307
22nd	129 (Note 7)	88	90	307
23rd	129 (Note 7)	88	90	307
25th	129 (Note 7)	88	90	307
26th	129 (Note 7)	88	90	307
27th	221	179		
28th	(Duplex) (Note 6)	(Duplex) (Note 5)	-	400

Phase 1 Tower 2

Floor	Unit A	Unit B	Unit C	Sub-Total
1st	72 (Note 1)	43 (Note 1)	72 (Note 1)	187
2nd	74	45	74	193
3rd	74	45	73	192
5th	74	45	73	192
6th	74	45	73	192
7th	74	45	73	192
8th	74	45	73	192
9th	74	45	73	192
10th	74	45	73	192
11th	74	45	73	192
12th	74	45	73	192
15th	74	45	73	192
16th	74	45	73	192
17th	74	45	73	192
18th	74	45	73	192
19th	74	45	73	192
20th	74	45	73	192
21st	74	45	73	192
22nd	74	45	73	192
23rd	74	45	73	192
25th	74	45	73	192
26th	74	45	73	192
27th	74	45	73	192
28th	74	45	73	192
29th	75	45	73	193
30th	134 (Note 8)	-	-	134

Phase 1 Tower 3 (3A & 3B)

Floor	Unit A (3A)	Unit B (3A)	Unit C (3A)	Unit D (3A)	Unit A (3B)	Unit B (3B)	Unit C (3B)	Unit D (3B)	Unit E (3B)	Unit F (3B)	Unit G (3B)	Unit H (3B)	Sub-Total
2nd	75 (Note 1)	43 (Note 1)	43 (Note 1)	49 (Note 1)	56 (Note 1)	29 (Note 1)	30 (Note 1)	41 (Note 1)	28 (Note 1)	28 (Note 1)	28 (Note 1)	24 (Note 1)	474
3rd	78	45	46	49	55	29	30	42	30	30	30	26	490
5th	78	45	46	49	55	29	30	42	30	30	30	26	490
6th	78	45	46	49	55	29	30	42	30	30	30	26	490
7th	78	45	46	49	55	29	30	42	30	30	30	26	490
8th	78	45	46	49	55	29	30	42	30	30	30	26	490
9th	78	45	46	49	55	29	30	42	30	30	30	26	490
10th	78	45	46	49	55	29	30	42	30	30	30	26	490
11th	78	45	46	49	55	29	30	42	30	30	30	26	490
12th	78	45	46	49	55	29	30	42	30	30	30	26	490
15th	78	45	46	49	55	29	30	42	30	30	30	26	490
16th	78	45	46	49	55	29	30	42	30	30	30	26	490
17th	78	45	46	49	55	29	30	42	30	30	30	26	490
18th	78	45	46	49	55	29	30	42	30	30	30	26	490
19th	78	45	46	49	55	29	30	42	30	30	30	26	490
20th	78	45	46	49	55	29	30	42	30	30	30	26	490
21st	78	45	46	49	55	29	30	42	30	30	30	26	490
22nd	78	45	46	49	55	29	30	42	30	30	30	26	490
23rd	78	45	46	49	55	29	30	42	30	30	30	26	490
25th	78	45	46	49	55	29	30	42	30	30	30	26	490
26th	78	45	46	49	55	29	30	42	30	30	30	26	490
27th	78	45	46	49	55	29	30	42	30	30	30	26	490
28th	78	45	46	49	55	29	30	42	30	30	30	26	490
29th	114 (Note 3)	89 (Note 3)	-	-	60 (Note 2)	31 (Note 2)	32 (Note 2)	45 (Note 2)	32 (Note 2)	32 (Note 2)	33 (Note 2)	26	494

Phase 1 Tower 5

Floor	Unit A	Unit B	Unit C	Unit D	Sub-Total
2nd	49 (Note 1)	39 (Note 1)	39 (Note 1)	49 (Note 1)	176
3rd	48	42	42	50	182
5th	48	42	42	50	182
6th	48	42	42	50	182
7th	48	42	42	50	182
8th	48	42	42	50	182
9th	48	42	42	50	182
10th	48	42	42	50	182
11th	48	42	42	50	182
12th	48	42	42	50	182
15th	48	42	42	50	182
16th	48	42	42	50	182
17th	48	42	42	50	182
18th	48	42	42	50	182
19th	48	42	42	50	182
20th	48	42	42	50	182
21st	48	42	42	50	182
22nd	48	42	42	50	182
23rd	48	42	42	50	182
25th	48	42	42	50	182
26th	48	42	42	50	182
27th	48	42	42	50	182
28th	48	42	42	50	182
29th	96 (Note 3)	96 (Note 3)	-	-	192

Phase 2**Phase 2 Tower 1**

Floor	Unit A	Unit B	Sub-Total
1st	139 (Note 1)	130 (Note 1)	269
2nd	143	133	276
3rd	143	133	276
5th	143	133	276
6th	143	133	276
7th	143	133	276
8th	143	133	276
9th	143	133	276
10th	143	133	276
11th	143	133	276
12th	143	133	276
15th	143	133	276
16th	143	133	276
17th	143	133	276
18th	143	133	276
19th	143	133	276
20th	143	133	276
21st	143	133	276
22nd	143	133	276
23rd	143	133	276
25th	143	133	276
26th	143	133	276
27th	324		
28th	(Duplex) (Note 9)	-	324

Phase 2 Tower 2

Floor	Unit A	Unit B	Unit C	Sub-Total
1st	91 (Note 1)	66 (Note 1)	74 (Note 1)	231
2nd	93	69	75	237
3rd	93	69	74	236
5th	93	69	74	236
6th	93	69	74	236
7th	93	69	74	236
8th	93	69	74	236
9th	93	69	74	236
10th	93	69	74	236
11th	93	69	74	236
12th	93	69	74	236
15th	93	69	74	236
16th	93	69	74	236
17th	93	69	74	236
18th	93	69	74	236
19th	93	69	74	236
20th	93	69	74	236
21st	93	69	74	236
22nd	93	69	74	236
23rd	93	69	74	236
25th	93	69	74	236
26th	93	69	74	236
27th	93	69	74	236
28th	94	69	74	237
29th	94	69	74	237
30th	152 (Note 8)	-	-	152

Phase 2 Tower 3 (3A & 3B)

Floor	Unit A (3A)	Unit B (3A)	Unit C (3A)	Unit D (3A)	Unit A (3B)	Unit B (3B)	Unit C (3B)	Unit D (3B)	Unit E (3B)	Unit F (3B)	Unit G (3B)	Sub-Total
2nd	75 (Note 1)	43 (Note 1)	43 (Note 1)	73 (Note 1)	57 (Note 1)	44 (Note 1)	44 (Note 1)	29 (Note 1)	30 (Note 1)	29 (Note 1)	24 (Note 1)	491
3rd	77	46	46	73	56	46	46	29	30	30	26	505
5th	77	46	46	73	56	46	46	29	30	30	26	505
6th	77	46	46	73	56	46	46	29	30	30	26	505
7th	77	46	46	73	56	46	46	29	30	30	26	505
8th	77	46	46	73	56	46	46	29	30	30	26	505
9th	77	46	46	73	56	46	46	29	30	30	26	505
10th	77	46	46	73	56	46	46	29	30	30	26	505
11th	77	46	46	73	56	46	46	29	30	30	26	505
12th	77	46	46	73	56	46	46	29	30	30	26	505
15th	77	46	46	73	56	46	46	29	30	30	26	505
16th	77	46	46	73	56	46	46	29	30	30	26	505
17th	77	46	46	73	56	46	46	29	30	30	26	505
18th	77	46	46	73	56	46	46	29	30	30	26	505
19th	77	46	46	73	56	46	46	29	30	30	26	505
20th	77	46	46	73	56	46	46	29	30	30	26	505
21st	77	46	46	73	56	46	46	29	30	30	26	505
22nd	77	46	46	73	56	46	46	29	30	30	26	505
23rd	77	46	46	73	56	46	46	29	30	30	26	505
25th	77	46	46	73	56	46	46	29	30	30	26	505
26th	77	46	46	73	56	46	46	29	30	30	26	505
27th	77	46	46	73	56	46	46	29	30	30	26	505
28th	77	46	46	73	56	46	46	29	30	30	26	505
29th	112 (Note 3)	119 (Note 3)	-	-	62 (Note 2)	49 (Note 2)	50 (Note 2)	31 (Note 2)	33 (Note 2)	34 (Note 2)	26	516

Phase 2 Tower 5

Floor	Unit A	Unit B	Unit C	Sub-Total
2nd	72 (Note 1)	43 (Note 1)	73 (Note 1)	188
3rd	74	46	74	194
5th	74	46	74	194
6th	74	46	74	194
7th	74	46	74	194
8th	74	46	74	194
9th	74	46	74	194
10th	74	46	74	194
11th	74	46	74	194
12th	74	46	74	194
15th	74	46	74	194
16th	74	46	74	194
17th	74	46	74	194
18th	74	46	74	194
19th	74	46	74	194
20th	74	46	74	194
21st	74	46	74	194
22nd	74	46	74	194
23rd	74	46	74	194
25th	74	46	74	194
26th	74	46	74	194
27th	74	46	74	194
28th	74	46	74	194
29th	94 (Note 3)	91 (Note 3)	-	185

Phase 2 Tower 6

Floor	Unit A	Unit B	Unit C	Sub-Total
2nd	74 (Note 1)	43 (Note 1)	71 (Note 1)	188
3rd	74	46	73	193
5th	74	46	73	193
6th	74	46	73	193
7th	74	46	73	193
8th	74	46	73	193
9th	74	46	73	193
10th	74	46	73	193
11th	74	46	73	193
12th	74	46	73	193
15th	74	46	73	193
16th	74	46	73	193
17th	74	46	73	193
18th	74	46	73	193
19th	74	46	73	193
20th	74	46	73	193
21st	74	46	73	193
22nd	74	46	73	193
23rd	74	46	73	193
25th	74	46	73	193
26th	74	46	73	193
27th	74	46	73	193
28th	74	46	73	193
29th	92 (Note 3)	93 (Note 3)	-	185

Phase 3

Phase 3 Tower 1 (1A & 1B)

Floor	Unit A (1A)	Unit B (1A)	Unit A (1B)	Unit B (1B)	Unit C (1B)	Unit D (1B)	Unit E (1B)	Unit F (1B)	Unit G (1B)	Sub-Total
1st	87 (Note 1)	95 (Note 1)	49 (Note 1)	29 (Note 1)	29 (Note 1)	30 (Note 1)	24 (Note 1)	24 (Note 1)	30 (Note 1)	397
2nd	91	93	49	29	29	31	26	26	31	405
3rd	91	93	49	29	29	31	26	26	31	405
5th	91	93	49	29	29	31	26	26	31	405
6th	91	93	49	29	29	31	26	26	31	405
7th	91	93	49	29	29	31	26	26	31	405
8th	91	93	49	29	29	31	26	26	31	405
9th	91	93	49	29	29	31	26	26	31	405
10th	91	93	49	29	29	31	26	26	31	405
11th	91	93	49	29	29	31	26	26	31	405
12th	91	93	49	29	29	31	26	26	31	405
15th	91	93	49	29	29	31	26	26	31	405
16th	91	93	49	29	29	31	26	26	31	405
17th	91	93	49	29	29	31	26	26	31	405
18th	91	93	49	29	29	31	26	26	31	405
19th	91	93	49	29	29	31	26	26	31	405
20th	91	93	49	29	29	31	26	26	31	405
21st	91	93	49	29	29	31	26	26	31	405
22nd	91	93	49	29	29	31	26	26	31	405
23rd	91	93	49	29	29	31	26	26	31	405
25th	91	93	49	29	29	31	26	26	31	405
26th	91	93	49	29	29	31	26	26	31	405
27th	91	93	49	29	29	31	26	26	31	405
28th	91	93	49	29	29	31	26	26	31	405
29th	91	93	49	29	29	31	26	26	31	405
30th	91	93	49	29	29	31	26	26	31	405
31st	158	134	49	29	29	31	26	26	-	482
32nd	(Duplex) (Note 3)	(Duplex) (Note 1)	49	29	29	31	26	26	-	190

Phase 3 Tower 2

Floor	Unit A	Unit B	Unit C	Unit D	Unit E	Sub-Total
1st	53 (Note 1)	28 (Note 1)	40 (Note 1)	28 (Note 1)	49 (Note 1)	198
2nd	54	29	42	29	49	203
3rd	54	29	42	29	49	203
5th	54	29	42	29	49	203
6th	54	29	42	29	49	203
7th	54	29	42	29	49	203
8th	54	29	42	29	49	203
9th	54	29	42	29	49	203
10th	54	29	42	29	49	203
11th	54	29	42	29	49	203
12th	54	29	42	29	49	203
15th	54	29	42	29	49	203
16th	54	29	42	29	49	203
17th	54	29	42	29	49	203
18th	54	29	42	29	49	203
19th	54	29	42	29	49	203
20th	54	29	42	29	49	203
21st	54	29	42	29	49	203
22nd	54	29	42	29	49	203
23rd	54	29	42	29	49	203
25th	54	29	42	29	49	203
26th	54	29	42	29	49	203
27th	54	29	42	29	49	203
28th	54	29	42	29	49	203
29th	54	29	42	29	49	203
30th	54	29	42	29	49	203
31st	54	29	42	29	49	203
32nd	54	29	42	29	49	203

(B) Carpark	14,539 Undivided Shares
(C) General Common Areas and General Common Facilities (include Estate Common Areas and Estate Common Facilities and Residential Common Areas and Residential Common Facilities only)	5,000 Undivided Shares
	<hr/>
Grand Total:	<u>98,423 Undivided Shares</u>

Notes :-

- (i) 4th Floor, 13th Floor, 14th Floor and 24th Floor are omitted for all the Towers
- (ii) Note 1 means including the flat roof(s) pertaining thereto
- (iii) Note 2 means including the roof(s) thereabove
- (iv) Note 3 means including the flat roof(s) pertaining thereto and the roof thereabove
- (v) Note 4 means including the flat roof(s) and AC plant room(s) pertaining thereto
- (vi) Note 5 means including the flat roof(s) and stairhood(s) pertaining thereto and the roof thereabove
- (vii) Note 6 means including the flat roof(s) (inclusive of a pool), stairhood(s) and AC plant room(s) pertaining thereto and the roof thereabove
- (viii) Note 7 means including the AC plant room(s) pertaining thereto
- (ix) Note 8 means including the flat roof(s) (inclusive of a pool) pertaining thereto
- (x) Note 9 means including the flat roof(s) (inclusive of a pool and a jacuzzi) and stairhood(s) pertaining thereto and the roof thereabove

THE SECOND SCHEDULE ABOVE REFERRED TO
Allocation of Management Shares
of and in the Land and the Estate

(A) Units

78,884 Management Shares

Phase 1

Phase 1 Tower 1

Floor	Unit A	Unit B	Unit C	Sub-Total
1st	124 (Note 4)	85 (Note 1)	88 (Note 1)	297
2nd	129 (Note 7)	88	90	307
3rd	129 (Note 7)	88	90	307
5th	129 (Note 7)	88	90	307
6th	129 (Note 7)	88	90	307
7th	129 (Note 7)	88	90	307
8th	129 (Note 7)	88	90	307
9th	129 (Note 7)	88	90	307
10th	129 (Note 7)	88	90	307
11th	129 (Note 7)	88	90	307
12th	129 (Note 7)	88	90	307
15th	129 (Note 7)	88	90	307
16th	129 (Note 7)	88	90	307
17th	129 (Note 7)	88	90	307
18th	129 (Note 7)	88	90	307
19th	129 (Note 7)	88	90	307
20th	129	88	90	307

	(Note 7)			
21st	129 (Note 7)	88	90	307
22nd	129 (Note 7)	88	90	307
23rd	129 (Note 7)	88	90	307
25th	129 (Note 7)	88	90	307
26th	129 (Note 7)	88	90	307
27th	221	179		
28th	(Duplex) (Note 6)	(Duplex) (Note 5)	-	400

Phase 1 Tower 2

Floor	Unit A	Unit B	Unit C	Sub-Total
1st	72 (Note 1)	43 (Note 1)	72 (Note 1)	187
2nd	74	45	74	193
3rd	74	45	73	192
5th	74	45	73	192
6th	74	45	73	192
7th	74	45	73	192
8th	74	45	73	192
9th	74	45	73	192
10th	74	45	73	192
11th	74	45	73	192
12th	74	45	73	192
15th	74	45	73	192
16th	74	45	73	192
17th	74	45	73	192
18th	74	45	73	192
19th	74	45	73	192
20th	74	45	73	192
21st	74	45	73	192
22nd	74	45	73	192
23rd	74	45	73	192
25th	74	45	73	192
26th	74	45	73	192
27th	74	45	73	192
28th	74	45	73	192
29th	75	45	73	193
30th	134 (Note 8)	-	-	134

Phase 1 Tower 3 (3A & 3B)

Floor	Unit A (3A)	Unit B (3A)	Unit C (3A)	Unit D (3A)	Unit A (3B)	Unit B (3B)	Unit C (3B)	Unit D (3B)	Unit E (3B)	Unit F (3B)	Unit G (3B)	Unit H (3B)	Sub-Total
2nd	75 (Note 1)	43 (Note 1)	43 (Note 1)	49 (Note 1)	56 (Note 1)	29 (Note 1)	30 (Note 1)	41 (Note 1)	28 (Note 1)	28 (Note 1)	28 (Note 1)	24 (Note 1)	474
3rd	78	45	46	49	55	29	30	42	30	30	30	26	490
5th	78	45	46	49	55	29	30	42	30	30	30	26	490
6th	78	45	46	49	55	29	30	42	30	30	30	26	490
7th	78	45	46	49	55	29	30	42	30	30	30	26	490
8th	78	45	46	49	55	29	30	42	30	30	30	26	490
9th	78	45	46	49	55	29	30	42	30	30	30	26	490
10th	78	45	46	49	55	29	30	42	30	30	30	26	490
11th	78	45	46	49	55	29	30	42	30	30	30	26	490
12th	78	45	46	49	55	29	30	42	30	30	30	26	490
15th	78	45	46	49	55	29	30	42	30	30	30	26	490
16th	78	45	46	49	55	29	30	42	30	30	30	26	490
17th	78	45	46	49	55	29	30	42	30	30	30	26	490
18th	78	45	46	49	55	29	30	42	30	30	30	26	490
19th	78	45	46	49	55	29	30	42	30	30	30	26	490
20th	78	45	46	49	55	29	30	42	30	30	30	26	490
21st	78	45	46	49	55	29	30	42	30	30	30	26	490
22nd	78	45	46	49	55	29	30	42	30	30	30	26	490
23rd	78	45	46	49	55	29	30	42	30	30	30	26	490
25th	78	45	46	49	55	29	30	42	30	30	30	26	490
26th	78	45	46	49	55	29	30	42	30	30	30	26	490
27th	78	45	46	49	55	29	30	42	30	30	30	26	490
28th	78	45	46	49	55	29	30	42	30	30	30	26	490
29th	114 (Note 3)	89 (Note 3)	-	-	60 (Note 2)	31 (Note 2)	32 (Note 2)	45 (Note 2)	32 (Note 2)	32 (Note 2)	33 (Note 2)	26	494

Phase 1 Tower 5

Floor	Unit A	Unit B	Unit C	Unit D	Sub-Total
2nd	49 (Note 1)	39 (Note 1)	39 (Note 1)	49 (Note 1)	176
3rd	48	42	42	50	182
5th	48	42	42	50	182
6th	48	42	42	50	182
7th	48	42	42	50	182
8th	48	42	42	50	182
9th	48	42	42	50	182
10th	48	42	42	50	182
11th	48	42	42	50	182
12th	48	42	42	50	182
15th	48	42	42	50	182
16th	48	42	42	50	182
17th	48	42	42	50	182
18th	48	42	42	50	182
19th	48	42	42	50	182
20th	48	42	42	50	182
21st	48	42	42	50	182
22nd	48	42	42	50	182
23rd	48	42	42	50	182
25th	48	42	42	50	182
26th	48	42	42	50	182
27th	48	42	42	50	182
28th	48	42	42	50	182
29th	96 (Note 3)	96 (Note 3)	-	-	192

Phase 2

Phase 2 Tower 1

Floor	Unit A	Unit B	Sub-Total
1st	139 (Note 1)	130 (Note 1)	269
2nd	143	133	276
3rd	143	133	276
5th	143	133	276
6th	143	133	276
7th	143	133	276
8th	143	133	276
9th	143	133	276
10th	143	133	276
11th	143	133	276
12th	143	133	276
15th	143	133	276
16th	143	133	276
17th	143	133	276
18th	143	133	276
19th	143	133	276
20th	143	133	276
21st	143	133	276
22nd	143	133	276
23rd	143	133	276
25th	143	133	276
26th	143	133	276
27th	324		
28th	(Duplex) (Note 9)	-	324

Phase 2 Tower 2

Floor	Unit A	Unit B	Unit C	Sub-Total
1st	91 (Note 1)	66 (Note 1)	74 (Note 1)	231
2nd	93	69	75	237
3rd	93	69	74	236
5th	93	69	74	236
6th	93	69	74	236
7th	93	69	74	236
8th	93	69	74	236
9th	93	69	74	236
10th	93	69	74	236
11th	93	69	74	236
12th	93	69	74	236
15th	93	69	74	236
16th	93	69	74	236
17th	93	69	74	236
18th	93	69	74	236
19th	93	69	74	236
20th	93	69	74	236
21st	93	69	74	236
22nd	93	69	74	236
23rd	93	69	74	236
25th	93	69	74	236
26th	93	69	74	236
27th	93	69	74	236
28th	94	69	74	237
29th	94	69	74	237
30th	152 (Note 8)	-	-	152

Phase 2 Tower 3 (3A & 3B)

Floor	Unit A (3A)	Unit B (3A)	Unit C (3A)	Unit D (3A)	Unit A (3B)	Unit B (3B)	Unit C (3B)	Unit D (3B)	Unit E (3B)	Unit F (3B)	Unit G (3B)	Sub-Total
2nd	75 (Note 1)	43 (Note 1)	43 (Note 1)	73 (Note 1)	57 (Note 1)	44 (Note 1)	44 (Note 1)	29 (Note 1)	30 (Note 1)	29 (Note 1)	24 (Note 1)	491
3rd	77	46	46	73	56	46	46	29	30	30	26	505
5th	77	46	46	73	56	46	46	29	30	30	26	505
6th	77	46	46	73	56	46	46	29	30	30	26	505
7th	77	46	46	73	56	46	46	29	30	30	26	505
8th	77	46	46	73	56	46	46	29	30	30	26	505
9th	77	46	46	73	56	46	46	29	30	30	26	505
10th	77	46	46	73	56	46	46	29	30	30	26	505
11th	77	46	46	73	56	46	46	29	30	30	26	505
12th	77	46	46	73	56	46	46	29	30	30	26	505
15th	77	46	46	73	56	46	46	29	30	30	26	505
16th	77	46	46	73	56	46	46	29	30	30	26	505
17th	77	46	46	73	56	46	46	29	30	30	26	505
18th	77	46	46	73	56	46	46	29	30	30	26	505
19th	77	46	46	73	56	46	46	29	30	30	26	505
20th	77	46	46	73	56	46	46	29	30	30	26	505
21st	77	46	46	73	56	46	46	29	30	30	26	505
22nd	77	46	46	73	56	46	46	29	30	30	26	505
23rd	77	46	46	73	56	46	46	29	30	30	26	505
25th	77	46	46	73	56	46	46	29	30	30	26	505
26th	77	46	46	73	56	46	46	29	30	30	26	505
27th	77	46	46	73	56	46	46	29	30	30	26	505
28th	77	46	46	73	56	46	46	29	30	30	26	505
29th	112 (Note 3)	119 (Note 3)	-	-	62 (Note 2)	49 (Note 2)	50 (Note 2)	31 (Note 2)	33 (Note 2)	34 (Note 2)	26	516

Phase 2 Tower 5

Floor	Unit A	Unit B	Unit C	Sub-Total
2nd	72 (Note 1)	43 (Note 1)	73 (Note 1)	188
3rd	74	46	74	194
5th	74	46	74	194
6th	74	46	74	194
7th	74	46	74	194
8th	74	46	74	194
9th	74	46	74	194
10th	74	46	74	194
11th	74	46	74	194
12th	74	46	74	194
15th	74	46	74	194
16th	74	46	74	194
17th	74	46	74	194
18th	74	46	74	194
19th	74	46	74	194
20th	74	46	74	194
21st	74	46	74	194
22nd	74	46	74	194
23rd	74	46	74	194
25th	74	46	74	194
26th	74	46	74	194
27th	74	46	74	194
28th	74	46	74	194
29th	94 (Note 3)	91 (Note 3)	-	185

Phase 2 Tower 6

Floor	Unit A	Unit B	Unit C	Sub-Total
2nd	74 (Note 1)	43 (Note 1)	71 (Note 1)	188
3rd	74	46	73	193
5th	74	46	73	193
6th	74	46	73	193
7th	74	46	73	193
8th	74	46	73	193
9th	74	46	73	193
10th	74	46	73	193
11th	74	46	73	193
12th	74	46	73	193
15th	74	46	73	193
16th	74	46	73	193
17th	74	46	73	193
18th	74	46	73	193
19th	74	46	73	193
20th	74	46	73	193
21st	74	46	73	193
22nd	74	46	73	193
23rd	74	46	73	193
25th	74	46	73	193
26th	74	46	73	193
27th	74	46	73	193
28th	74	46	73	193
29th	92 (Note 3)	93 (Note 3)	-	185

Phase 3

Phase 3 Tower 1 (1A & 1B)

Floor	Unit A (1A)	Unit B (1A)	Unit A (1B)	Unit B (1B)	Unit C (1B)	Unit D (1B)	Unit E (1B)	Unit F (1B)	Unit G (1B)	Sub-Total
1st	87 (Note 1)	95 (Note 1)	49 (Note 1)	29 (Note 1)	29 (Note 1)	30 (Note 1)	24 (Note 1)	24 (Note 1)	30 (Note 1)	397
2nd	91	93	49	29	29	31	26	26	31	405
3rd	91	93	49	29	29	31	26	26	31	405
5th	91	93	49	29	29	31	26	26	31	405
6th	91	93	49	29	29	31	26	26	31	405
7th	91	93	49	29	29	31	26	26	31	405
8th	91	93	49	29	29	31	26	26	31	405
9th	91	93	49	29	29	31	26	26	31	405
10th	91	93	49	29	29	31	26	26	31	405
11th	91	93	49	29	29	31	26	26	31	405
12th	91	93	49	29	29	31	26	26	31	405
15th	91	93	49	29	29	31	26	26	31	405
16th	91	93	49	29	29	31	26	26	31	405
17th	91	93	49	29	29	31	26	26	31	405
18th	91	93	49	29	29	31	26	26	31	405
19th	91	93	49	29	29	31	26	26	31	405
20th	91	93	49	29	29	31	26	26	31	405
21st	91	93	49	29	29	31	26	26	31	405
22nd	91	93	49	29	29	31	26	26	31	405
23rd	91	93	49	29	29	31	26	26	31	405
25th	91	93	49	29	29	31	26	26	31	405
26th	91	93	49	29	29	31	26	26	31	405
27th	91	93	49	29	29	31	26	26	31	405
28th	91	93	49	29	29	31	26	26	31	405
29th	91	93	49	29	29	31	26	26	31	405
30th	91	93	49	29	29	31	26	26	31	405
31st	158	134	49	29	29	31	26	26	-	482
32nd	(Duplex) (Note 3)	(Duplex) (Note 1)	49	29	29	31	26	26	-	190

Phase 3 Tower 2

Floor	Unit A	Unit B	Unit C	Unit D	Unit E	Sub-Total
1st	53 (Note 1)	28 (Note 1)	40 (Note 1)	28 (Note 1)	49 (Note 1)	198
2nd	54	29	42	29	49	203
3rd	54	29	42	29	49	203
5th	54	29	42	29	49	203
6th	54	29	42	29	49	203
7th	54	29	42	29	49	203
8th	54	29	42	29	49	203
9th	54	29	42	29	49	203
10th	54	29	42	29	49	203
11th	54	29	42	29	49	203
12th	54	29	42	29	49	203
15th	54	29	42	29	49	203
16th	54	29	42	29	49	203
17th	54	29	42	29	49	203
18th	54	29	42	29	49	203
19th	54	29	42	29	49	203
20th	54	29	42	29	49	203
21st	54	29	42	29	49	203
22nd	54	29	42	29	49	203
23rd	54	29	42	29	49	203
25th	54	29	42	29	49	203
26th	54	29	42	29	49	203
27th	54	29	42	29	49	203
28th	54	29	42	29	49	203
29th	54	29	42	29	49	203
30th	54	29	42	29	49	203
31st	54	29	42	29	49	203
32nd	54	29	42	29	49	203

(B) Carpark

14,539 Management Shares

Grand Total: 93,423 Management Shares

Notes :-

- (i) 4th Floor, 13th Floor, 14th Floor and 24th Floor are omitted for all the Towers
- (ii) Note 1 means including the flat roof(s) pertaining thereto
- (iii) Note 2 means including the roof(s) thereabove
- (iv) Note 3 means including the flat roof(s) pertaining thereto and the roof thereabove
- (v) Note 4 means including the flat roof(s) and AC plant room(s) pertaining thereto
- (vi) Note 5 means including the flat roof(s) and stairhood(s) pertaining thereto and the roof thereabove
- (vii) Note 6 means including the flat roof(s) (inclusive of a pool), stairhood(s) and AC plant room(s) pertaining thereto and the roof thereabove
- (viii) Note 7 means including the AC plant room(s) pertaining thereto
- (ix) Note 8 means including the flat roof(s) (inclusive of a pool) pertaining thereto
- (x) Note 9 means including the flat roof(s) (inclusive of a pool and a jacuzzi) and stairhood(s) pertaining thereto and the roof thereabove

THE THIRD SCHEDULE ABOVE REFERRED TO
Works and Installations

- (a) structural elements;
- (b) external wall finishes (including the Curtain Walls) and roofing materials;
- (c) fire safety elements;
- (d) Slopes and Retaining Walls (if any);
- (e) plumbing system;
- (f) drainage system;
- (g) fire services installations and equipment;
- (h) electrical wiring system;
- (i) lift installations;
- (j) gas supply system;
- (k) window installations;
- (l) mechanical ventilation and air-conditioning system;
- (m) water feature and swimming pool filtration system; and
- (n) other major items (e.g. central air-conditioning and ventilation system, escalators etc.) as from time to time be added or revised.

SEALED with the Common Seal)
of the First Owner and SIGNED by)
)
)
)
)
)
whose signature(s) is/are verified by:-)

Solicitor, Hong Kong SAR,
Woo Kwan Lee & Lo

SIGNED SEALED AND DELIVERED)
by the Second Owner in the)
presence of :-)

INTERPRETED to the Second Owner by :-

SEALED with the Common Seal of the)
DMC Manager and SIGNED by)
)
)
)
)
)
)
whose signature(s) is/are verified by :-)

Solicitor, Hong Kong SAR,
Woo Kwan Lee & Lo

SIGNED SEALED AND DELIVERED)
by)
the lawful attorney of the Mortgagee,)
whose signature is verified by :-)

Dated the _____ day of _____ 20[]

SKY ASIA PROPERTIES LIMITED
(First Owner)

and

[]
(Second Owner)

and

STAR GALAXY LIMITED
(Manager)

and

BANK OF CHINA (HONG KONG) LIMITED
(Mortgagee)

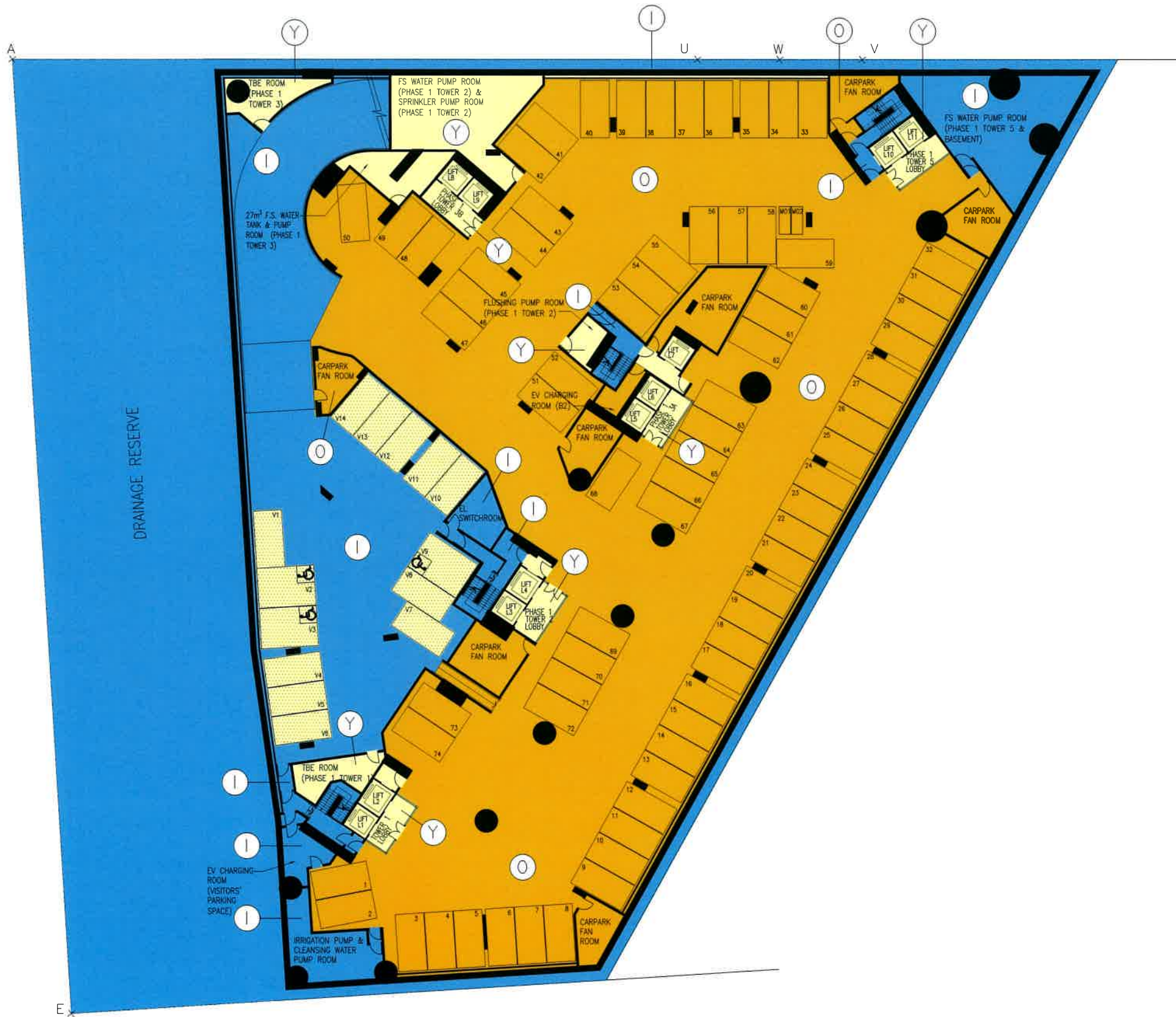
**DEED OF MUTUAL COVENANT
AND MANAGEMENT AGREEMENT**

in respect of

**THE REMAINING PORTION OF
NEW KOWLOON INLAND LOT NO.6549**

WOO KWAN LEE & LO
SOLICITORS & NOTARIES
ROOM 2801, SUN HUNG KAI CENTRE
30 HARBOUR ROAD
WANCHAI
HONG KONG

Ref.: B37/SHK/HFM/LYF
(2021 02 04) (v.14)



LEGEND:

- I INDIGO — ESTATE COMMON AREAS
- Y YELLOW — RESIDENTIAL COMMON AREAS

- O ORANGE — CARPARK ACCOMMODATION

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
 ARCHITECTS & PLANNERS



18/F, 14 Taikeo Wan Road, Taikeo Shing, Hong Kong
 T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:
 PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.

TITLE: PHASE 1 BASEMENT 2 FLOOR PLAN

DRAWING NO. DMC-001	REV. NO. (06)
DATE: 07 JAN. 2021	SCALE: 1 : 400

I hereby certify the accuracy of this plan.



WONG Min Hon Thomas, HKIA
 Registered Architect Authorized Person



LEGEND:

- I INDIGO – ESTATE COMMON AREAS
- Y YELLOW – RESIDENTIAL COMMON AREAS
- Y YELLOW HATCHED BLACK – RECREATIONAL AREAS AND FACILITIES (RESIDENTIAL COMMON AREAS)
- Y YELLOW STIPPLED BLACK – VISITORS' PARKING SPACES (RESIDENTIAL COMMON AREAS)
- O ORANGE – CARPARK ACCOMMODATION

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS

18/F, 14 Taikee Wan Road, Taikee Shing, Hong Kong
T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.		DRAWING NO. DMC-002	REV. NO. (05)
TITLE: PHASE 2 & PHASE 3 BASEMENT 2 FLOOR PLAN		DATE: 03 DEC. 2020	SCALE: 1 : 400

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person



LEGEND:

- I INDIGO – ESTATE COMMON AREAS
- Y YELLOW – RESIDENTIAL COMMON AREAS
- O ORANGE – CARPARK ACCOMMODATION
- Y YELLOW HATCHED BLACK – RECREATIONAL AREAS AND FACILITIES (RESIDENTIAL COMMON AREAS)

FOR IDENTIFICATION
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS

19/F, 14 Taikee Wan Road, Taikee Shing, Hong Kong
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PROJECT:
PROPOSED COMPREHENSIVE RESIDENTIAL
DEVELOPMENT AT R.P. OF NKIL No.6549
OFF HING WAH STREET WEST,
CHEUNG SHA WAN, KOWLOON.

TITLE: PHASE 1 BASEMENT 1 FLOOR PLAN

DRAWING NO. DMC-003	REV. NO. (05)	DATE: 03 DEC. 2020	SCALE: 1 : 400
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I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person



LEGEND:

- I INDIGO — ESTATE COMMON AREAS
- Y YELLOW — RESIDENTIAL COMMON AREAS
- O ORANGE — CARPARK ACCOMMODATION
- Y YELLOW HATCHED BLACK — RECREATIONAL AREAS AND FACILITIES (RESIDENTIAL COMMON AREAS)

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS



18/F, 14 Tai Kok Wo Road, Tai Kok Shing, Hong Kong
T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:
PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.

TITLE:
PHASE 2 & PHASE 3 BASEMENT 1 FLOOR PLAN

DRAWING NO. DMC-004	REV. NO. (05)
DATE: 03 DEC. 2020	SCALE: 1 : 400

I hereby certify the accuracy of this plan.



WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person

LAI YING STREET



LEGEND:

- INDIGO – ESTATE COMMON AREAS
- YELLOW – RESIDENTIAL COMMON AREAS
- YELLOW HATCHED BLACK – RECREATIONAL AREAS AND FACILITIES (RESIDENTIAL COMMON AREAS)

YELLOW HATCHED RED – PRIVATE OPEN SPACE

FOR IDENTIFICATION PURPOSE ONLY

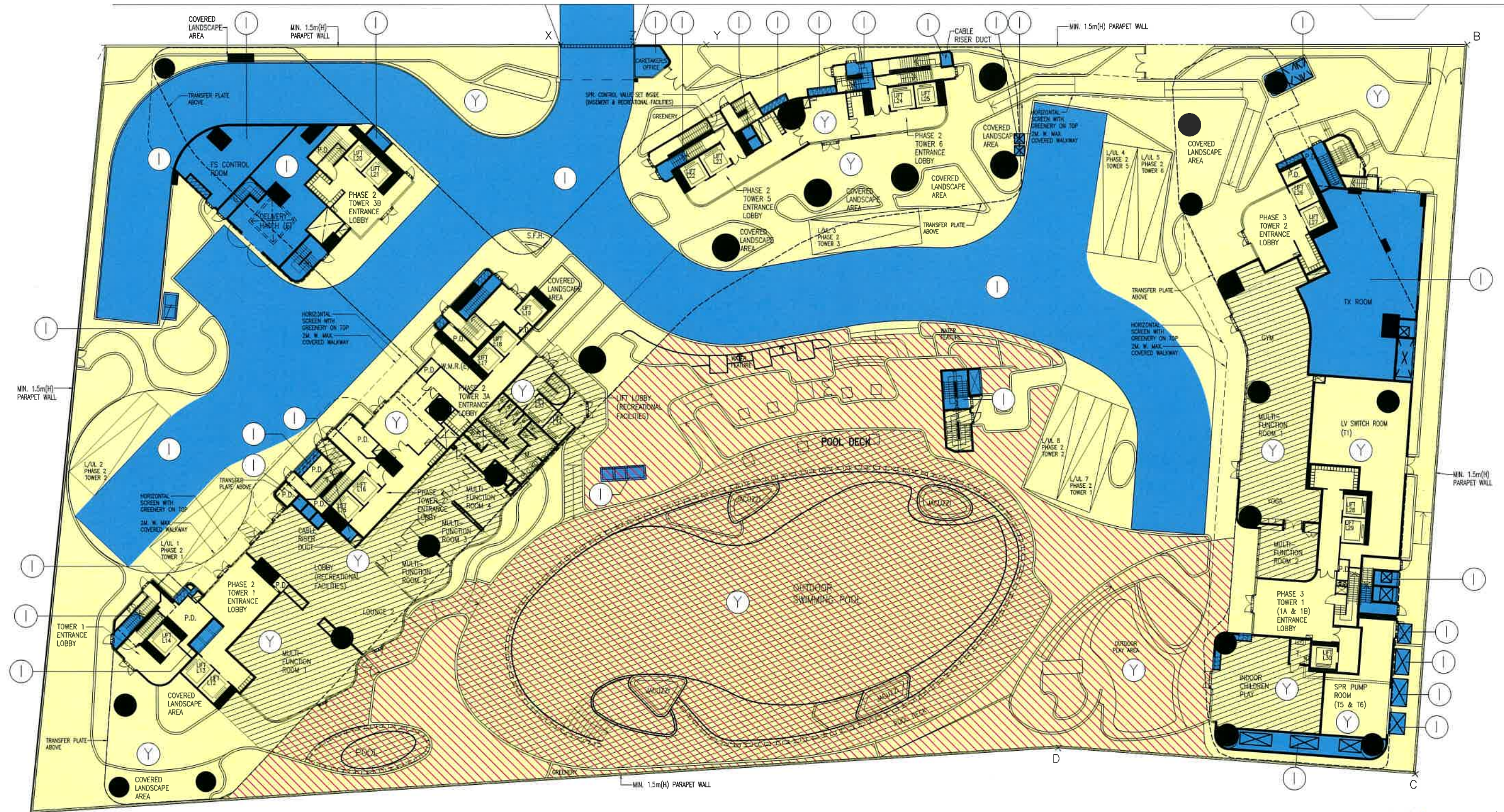
I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person

WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18/F, 14 Taikeo Wan Road, Taikeo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-005	REV. NO. (07)
	TITLE: PHASE 1 GROUND FLOOR PLAN	DATE: 07 JAN. 2021	SCALE: 1 : 400



LAI YING STREET



I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person

LEGEND:

-  INDIGO – ESTATE COMMON AREAS
-  YELLOW – RESIDENTIAL COMMON AREAS
-  YELLOW HATCHED BLACK – RECREATIONAL AREAS AND FACILITIES (RESIDENTIAL COMMON AREAS)
-  YELLOW HATCHED RED – PRIVATE OPEN SPACE

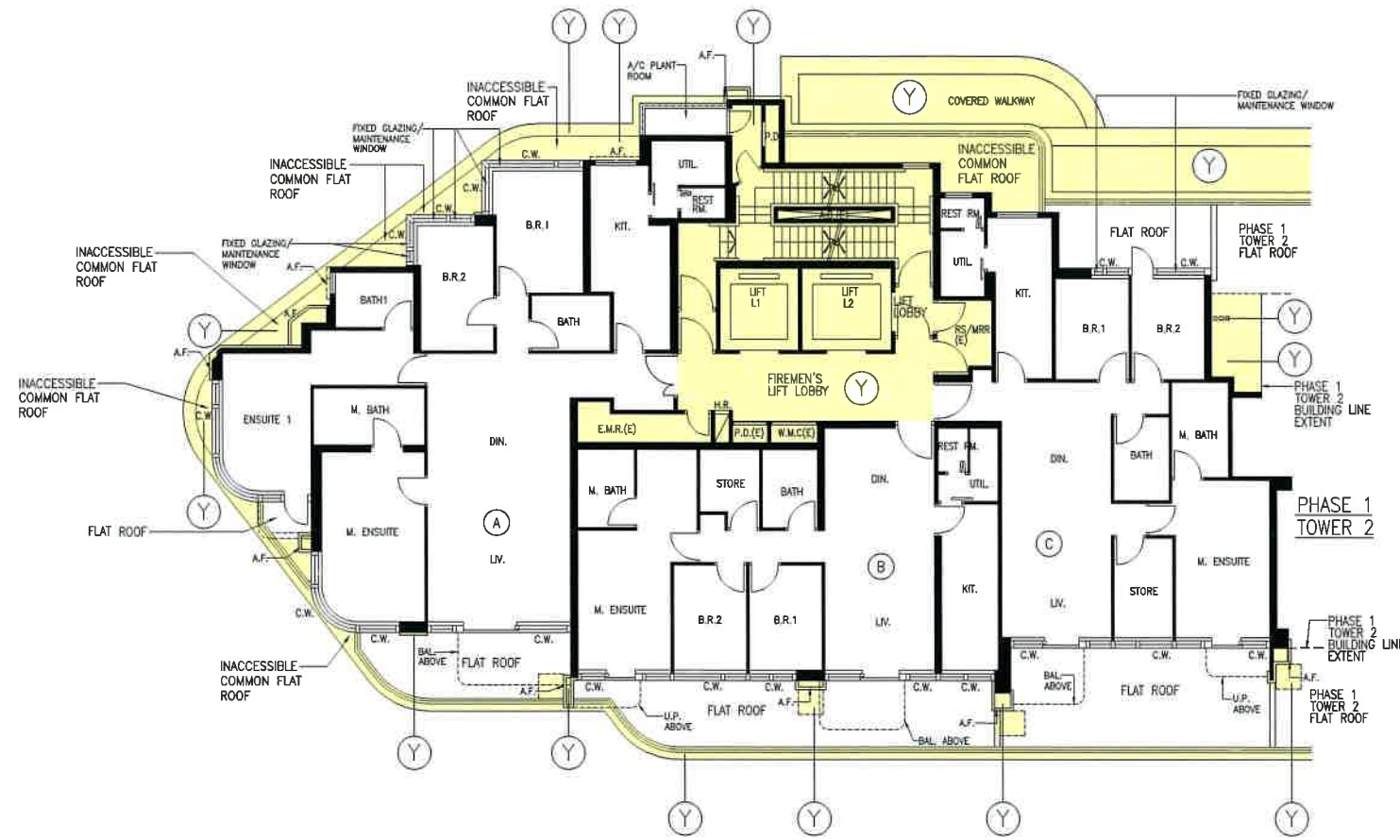
FOR IDENTIFICATION
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS



18/F, 14 Talkoo Wan Road, Talkoo Shing, Hong Kong
T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-006	REV. NO. (07)
	DATE: 07 JAN. 2021	SCALE: 1 : 400
TITLE: PHASE 2 & PHASE 3 GROUND FLOOR PLAN		



PHASE 1 TOWER 1 1/F PLAN
(1 STOREY)

LEGEND:




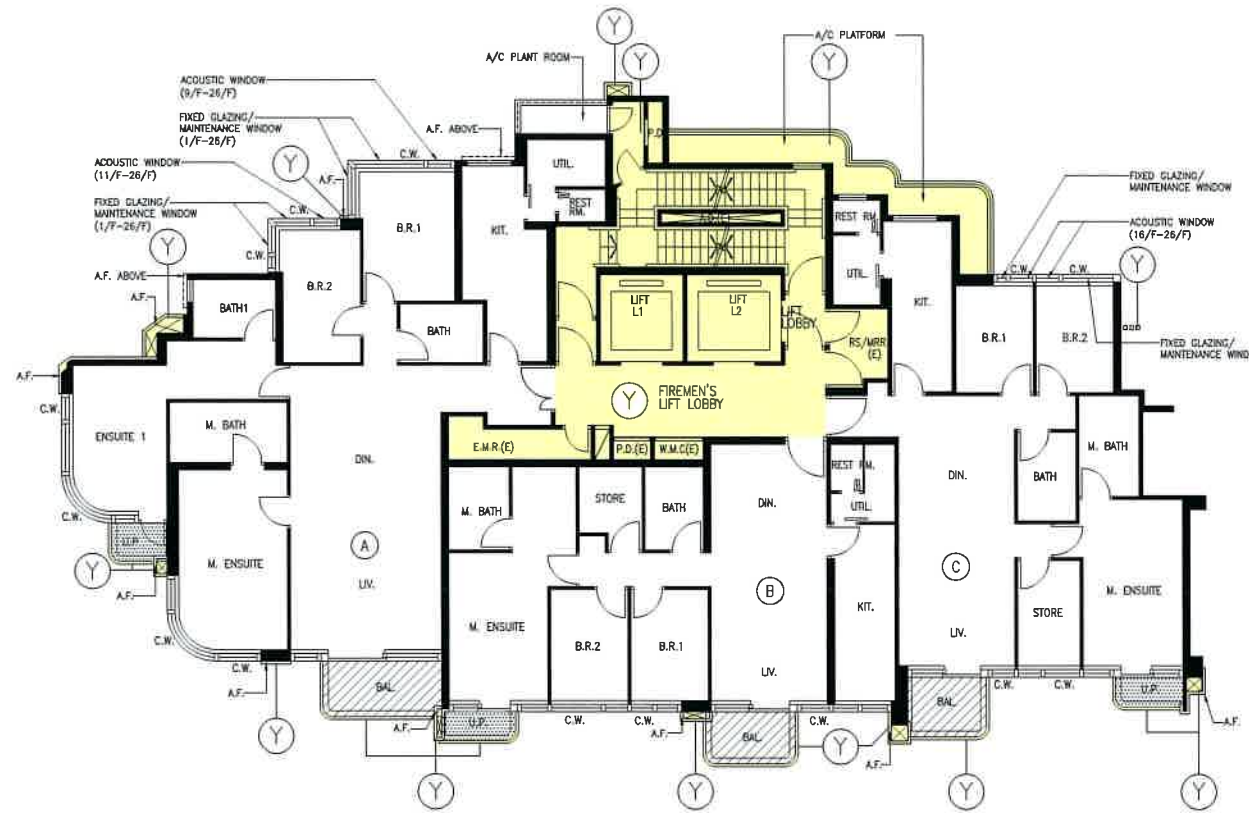
YELLOW - RESIDENTIAL COMMON AREAS

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person

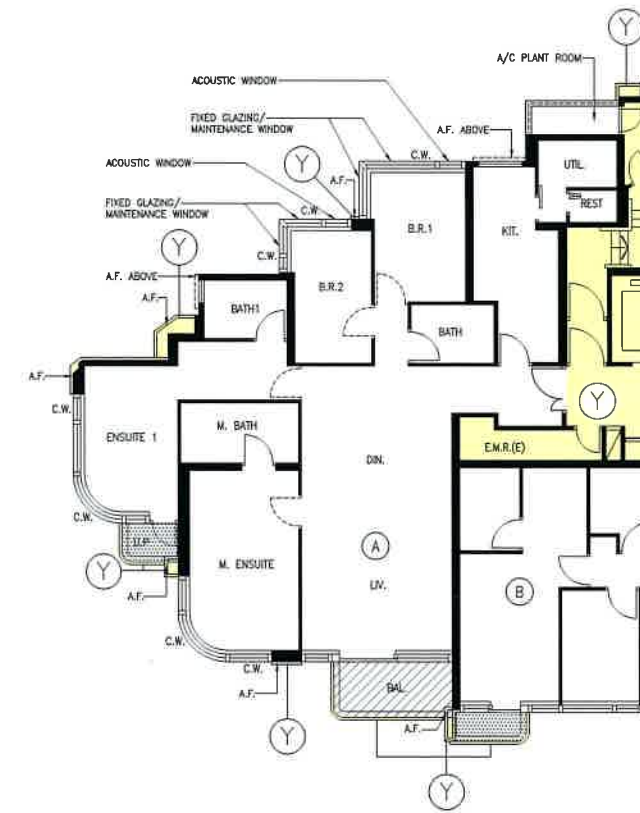
FOR IDENTIFICATION
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18/F, 14 Taikee Wan Road, Taikee Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-007	REV. NO. (06)
	TITLE: PHASE 1 TOWER 1	DATE: 07 JAN. 2021	SCALE: 1 : 200






PHASE 1 TOWER 1 TYPICAL FLOOR PLAN

2/F-26/F (21 STOREYS)
(FLOOR Nos. 4, 13, 14, 24 NOT USED.)



PHASE 1 TOWER 1 PART PLAN AT 18/F

LEGEND:

-  YELLOW - RESIDENTIAL COMMON AREAS
-  HATCHED BLACK - BALCONY
-  STIPPLED BLACK - UTILITY PLATFORM

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS



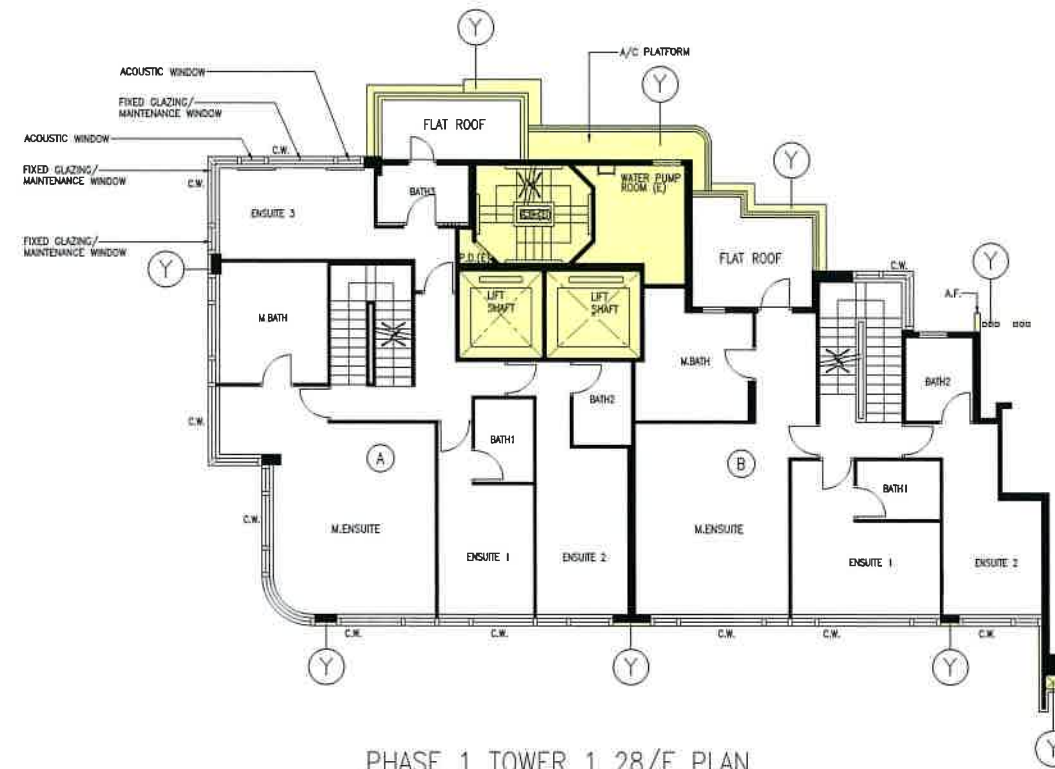
18/F, 14 Talook Wan Road, Talook Shing, Hong Kong
T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-008	REV. NO. (05)
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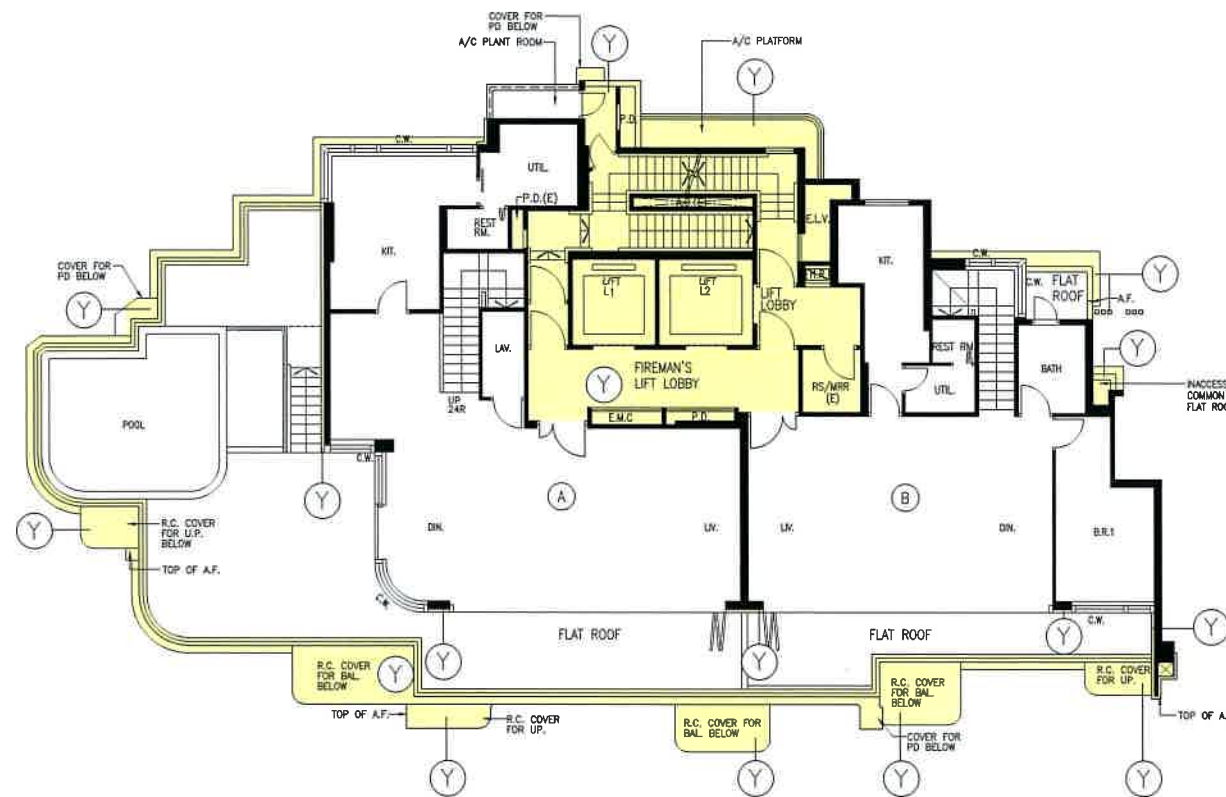
I hereby certify the accuracy of this plan.



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Registered Architect Authorized Person



PHASE 1 TOWER 1 28/F PLAN
(1 STOREY)



PHASE 1 TOWER 1 27/F PLAN
(1 STOREY)

LEGEND:




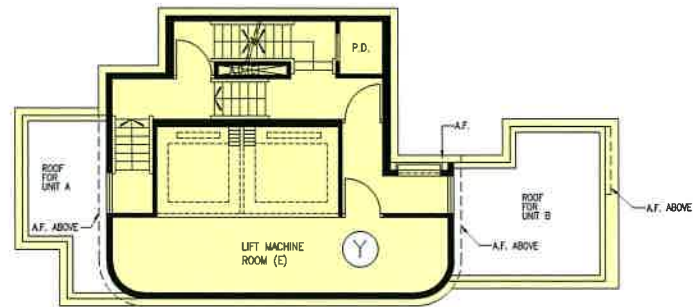
YELLOW - RESIDENTIAL
COMMON AREAS

I hereby certify the accuracy of this plan.

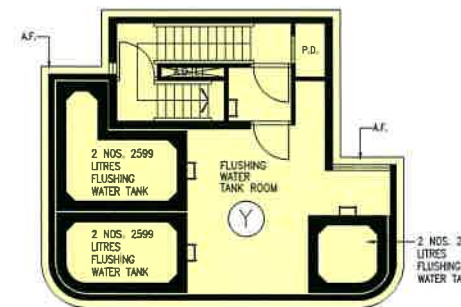
WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person

FOR IDENTIFICATION
PURPOSE ONLY

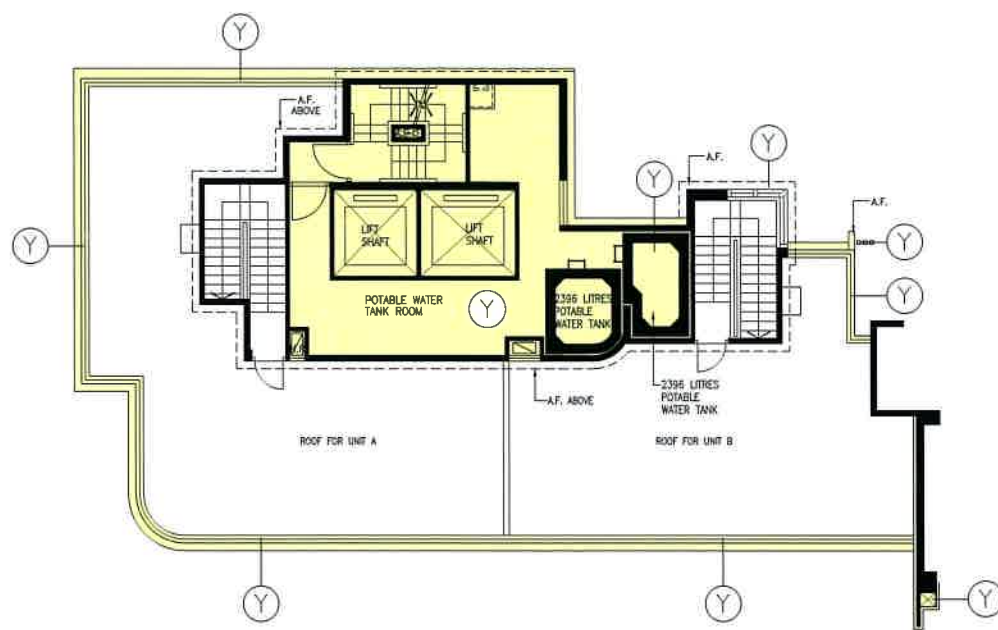
WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  18/F, 14 Taikee Wan Road, Taikee Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-009	REV. NO. (06)
	TITLE: PHASE 1 TOWER 1	DATE: 07 JAN. 2021	SCALE: 1 : 200



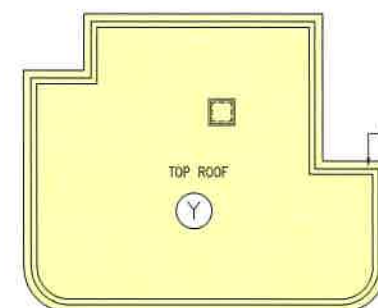
PHASE 1 TOWER 1 LOWER ROOF PLAN



PHASE 1 TOWER 1 UPPER ROOF PLAN



PHASE 1 TOWER 1 ROOF PLAN



PHASE 1 TOWER 1 TOP ROOF PLAN

LEGEND:



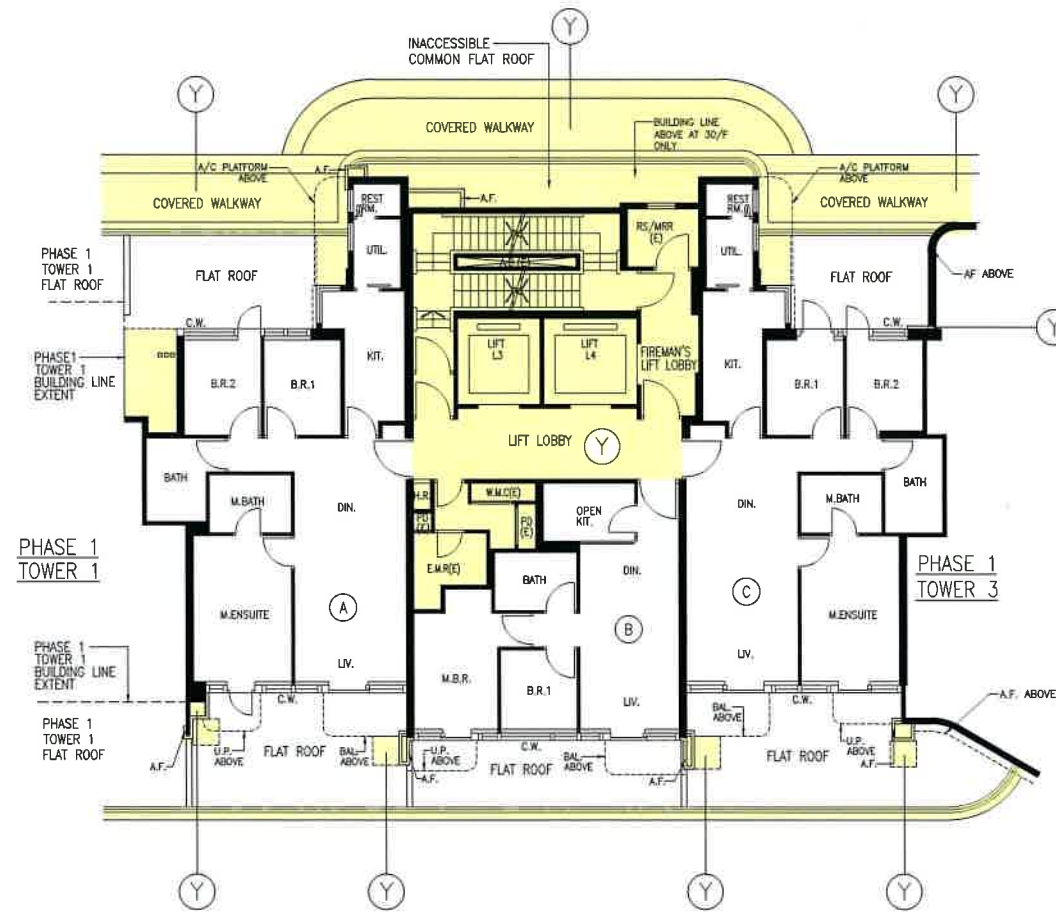
YELLOW - RESIDENTIAL COMMON AREAS

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18/F, 14 Talooka Wan Road, Talooka Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-010	REV. NO. (05)
	TITLE: PHASE 1 TOWER 1	DATE: 07 JAN. 2021	SCALE: 1 : 200



PHASE 1 TOWER 2 1/F PLAN
(1 STOREY)

LEGEND:



YELLOW - RESIDENTIAL
COMMON AREAS

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person

FOR IDENTIFICATION
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS



18/F, 14 Taikee Wan Road, Taikee Shing, Hong Kong
T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:
PROPOSED COMPREHENSIVE RESIDENTIAL
DEVELOPMENT AT R.P. OF NKIL No.6549
OFF HING WAH STREET WEST,
CHEUNG SHA WAN, KOWLOON.

TITLE: PHASE 1 TOWER 2

DRAWING NO.

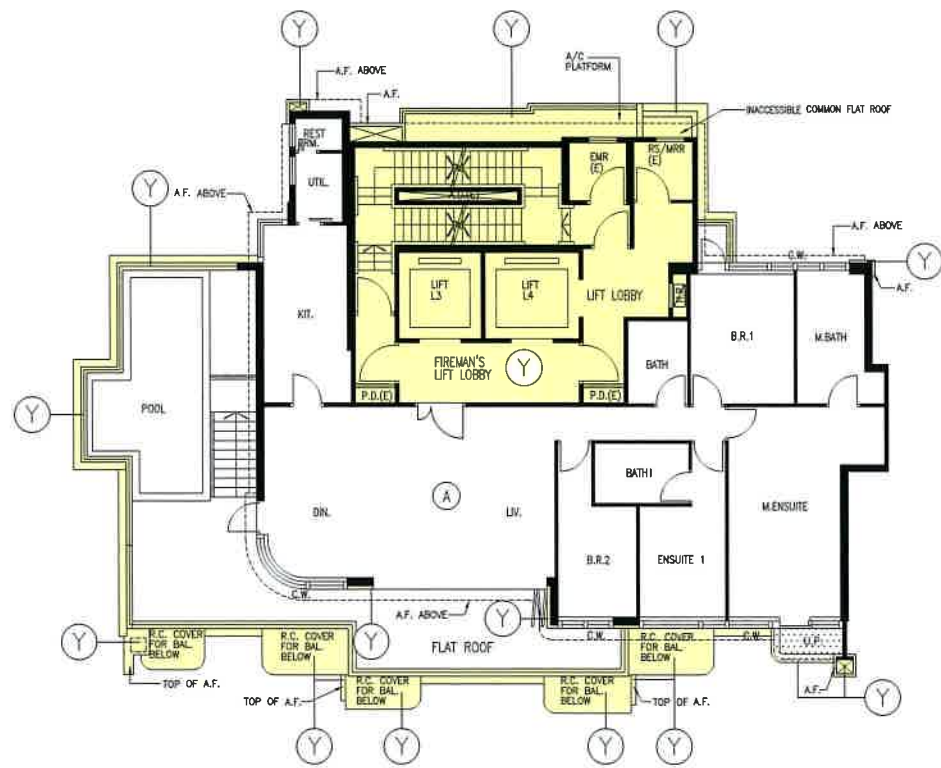
DMC-010A

REV. NO.

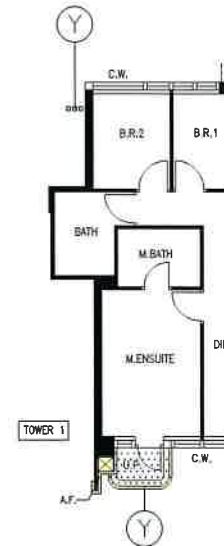
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DATE: 07 JAN. 2021

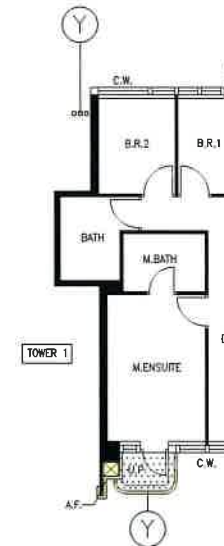
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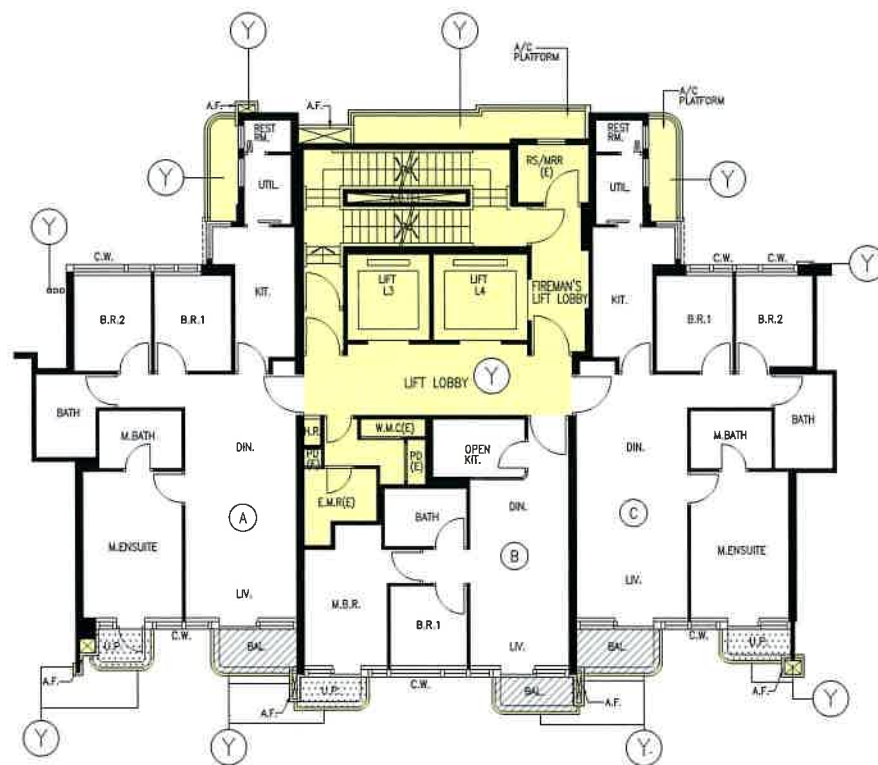
PHASE 1 TOWER 2 30/F PLAN
(1 STOREY)



PHASE 1 TOWER 2
PART PLAN FOR
27/F-28/F



PHASE 1 TOWER 2
PART PLAN FOR 29/F



PHASE 1 TOWER 2 TYPICAL FLOOR PLAN
2/F-29/F (24 STOREYS)
(FLOOR Nos. 4, 13, 14, 24 NOT USED.)



PHASE 1 TOWER 2 PART PLAN AT 18/F

LEGEND:



YELLOW - RESIDENTIAL COMMON AREAS



HATCHED BLACK - BALCONY



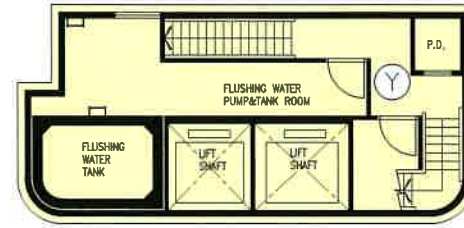
STIPPLED BLACK - UTILITY PLATFORM

FOR IDENTIFICATION
PURPOSE ONLY

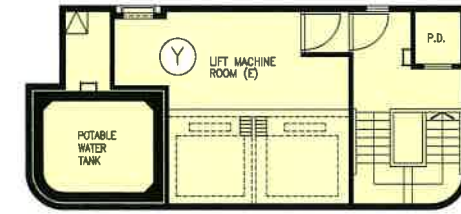
I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person

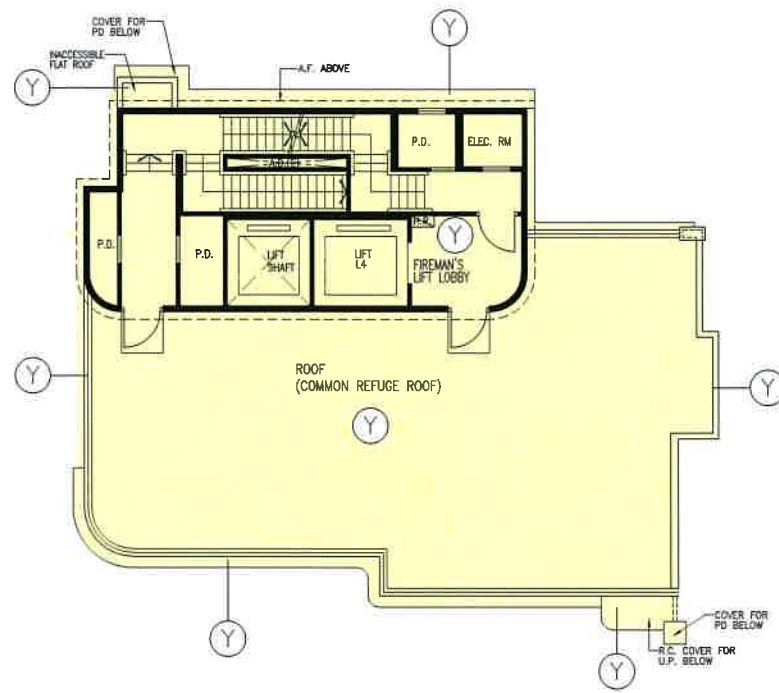
WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS 18/F, 14 Taikeo Wan Road, Taikeo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-011	REV. NO. (06)
	TITLE: PHASE 1 TOWER 2	DATE: 07 JAN. 2021	SCALE: 1 : 200



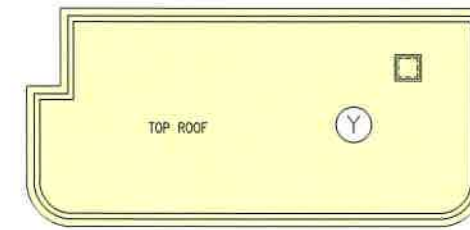
PHASE 1 TOWER 2 LOWER ROOF PLAN



PHASE 1 TOWER 2 UPPER ROOF PLAN



PHASE 1 TOWER 2 ROOF PLAN



PHASE 1 TOWER 2 TOP ROOF PLAN

LEGEND:




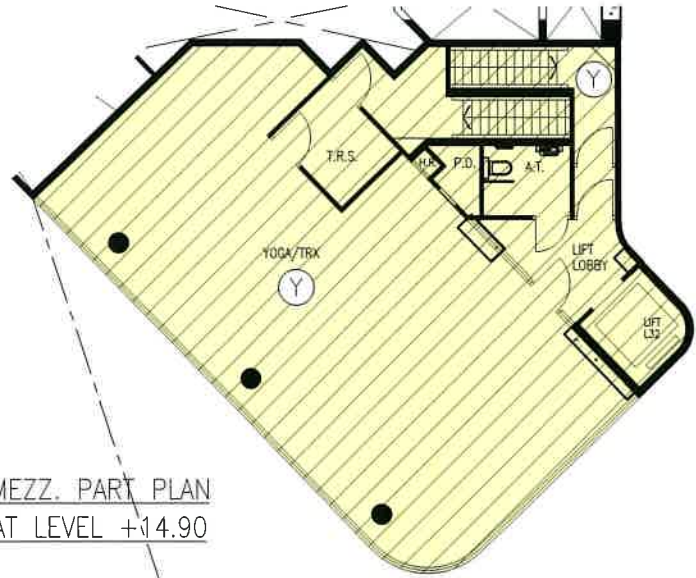
YELLOW — RESIDENTIAL COMMON AREAS

FOR IDENTIFICATION PURPOSE ONLY

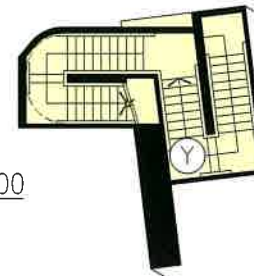
I hereby certify the accuracy of this plan.

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Registered Architect Authorized Person

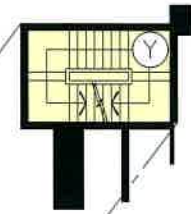
WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18/F, 14 Taikee Wan Road, Taikee Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-012	REV. NO. (04)
	TITLE: PHASE 1 TOWER 2	DATE: 03 DEC. 2020	SCALE: 1 : 200



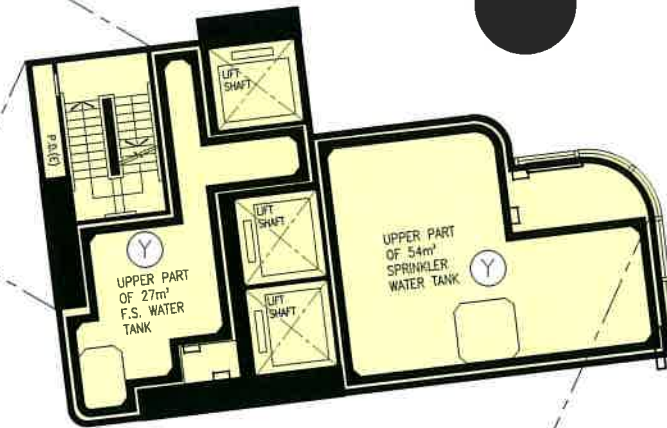
PART PLAN
AT LEVEL +18.00



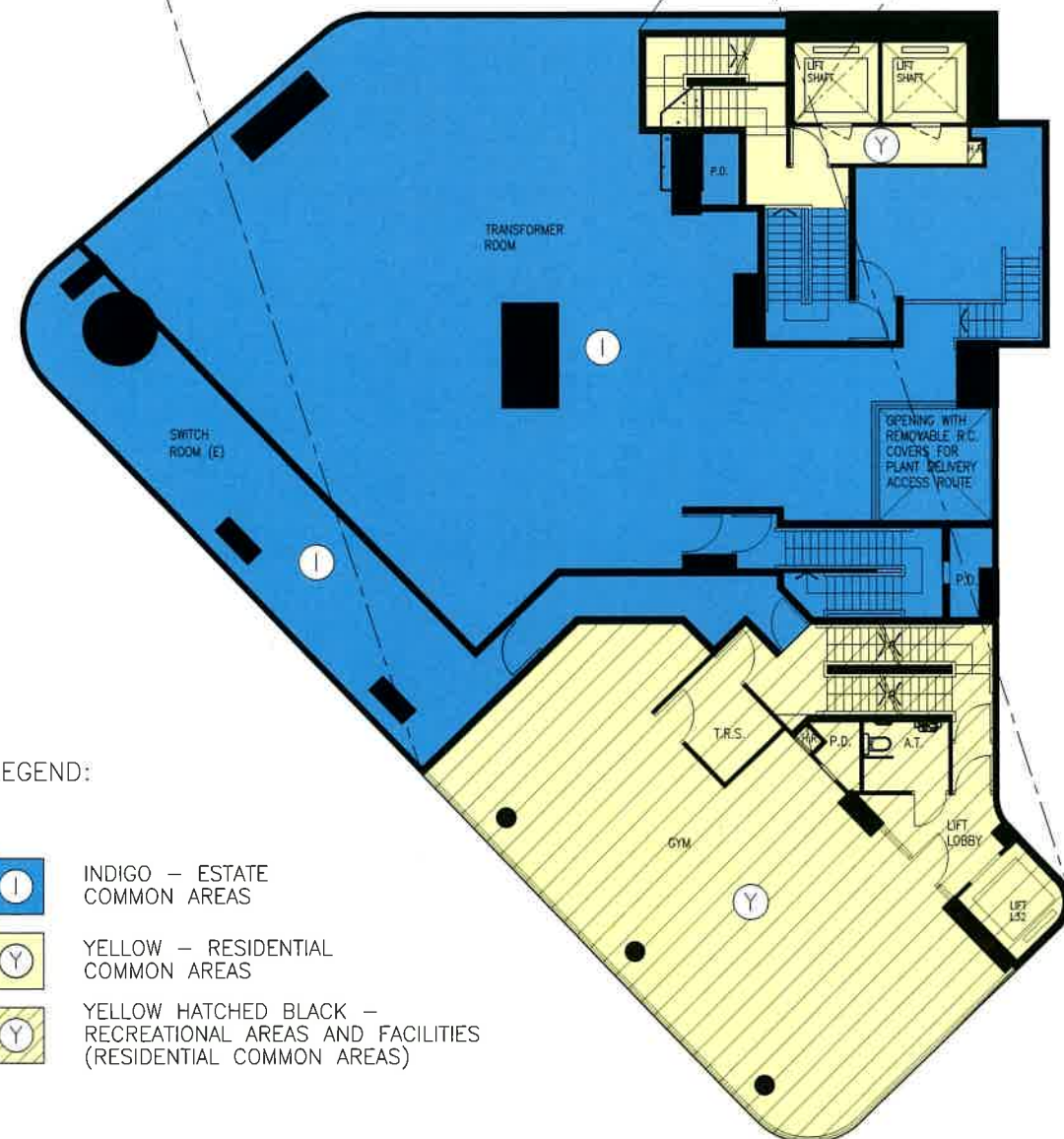
PART PLAN
AT LEVEL +16.95






PART PLAN AT LEVEL +14.70



MEZZ. PART PLAN
AT LEVEL +14.90




LEGEND:

-  INDIGO – ESTATE COMMON AREAS
-  YELLOW – RESIDENTIAL COMMON AREAS
-  YELLOW HATCHED BLACK – RECREATIONAL AREAS AND FACILITIES (RESIDENTIAL COMMON AREAS)

PHASE 1 TOWER (3A & 3B) 1/F PLAN
(1 STOREY)

FOR IDENTIFICATION
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18/F, 14 Takoo Wan Road, Takoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-013	REV. NO. (05)
	TITLE: PHASE 1 TOWER 3 (3A & 3B)	DATE: 03 DEC. 2020	SCALE: 1 : 200

I hereby certify the accuracy of this plan.




WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person

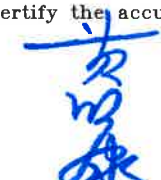


PHASE 1 TOWER 3 (3A & 3B) 2/F PLAN
(1 STOREY)

LEGEND:


 YELLOW - RESIDENTIAL COMMON AREAS

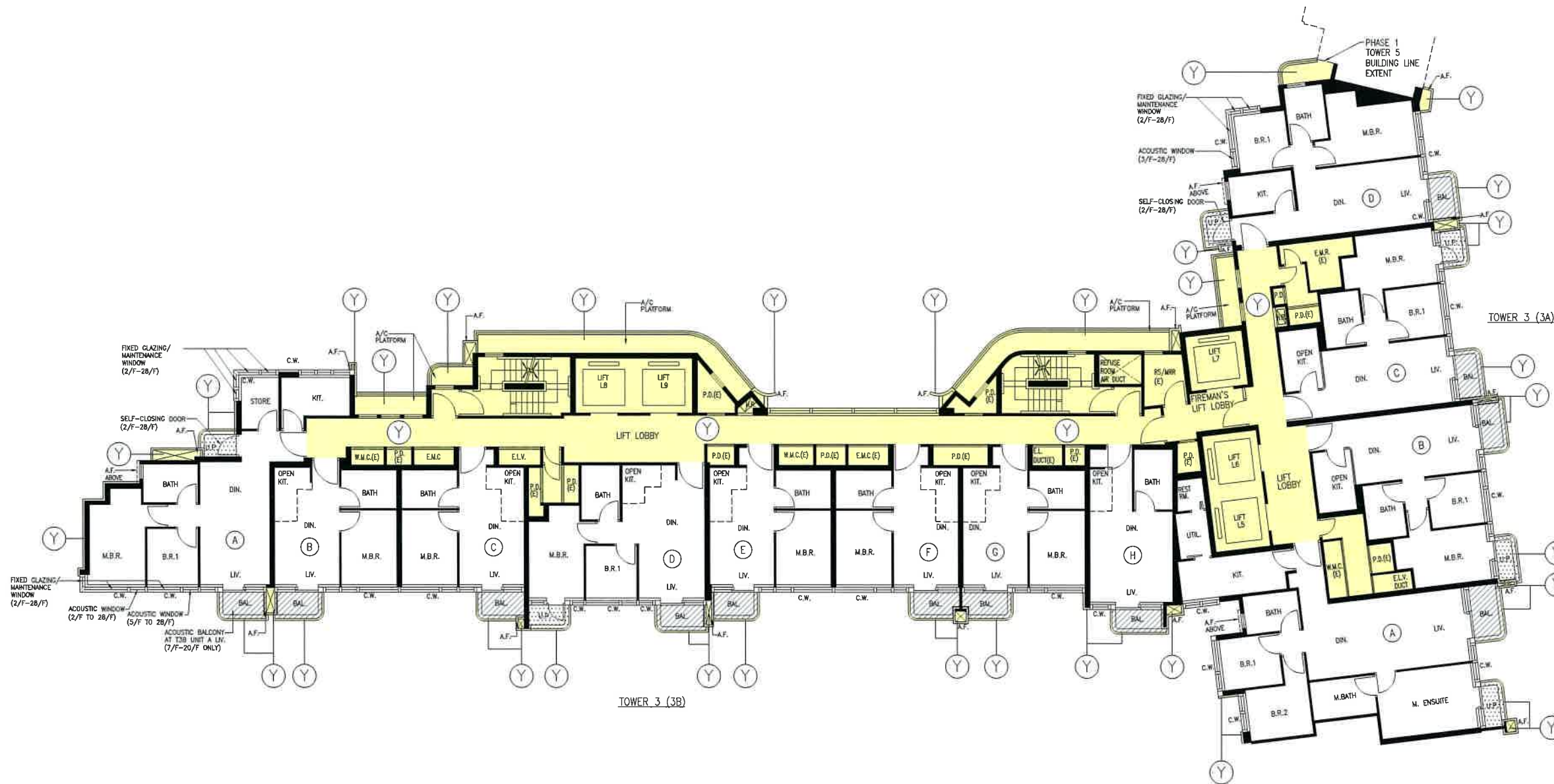
I hereby certify the accuracy of this plan.



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Registered Architect Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18/F, 14 Taikee Wan Road, Taikee Shing, Hong Kong T: 852-2803 9868 F: 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-014	REV. NO. (07)
	TITLE: PHASE 1 TOWER 3 (3A & 3B)	DATE: 07 JAN. 2021	SCALE: 1 : 200



PHASE 1 TOWER 3 (3A & 3B) TYPICAL FLOOR PLAN

3/F-28/F (22 STOREYS)
(FLOOR Nos. 4, 13, 14, 24 NOT USED.)

LEGEND:

- YELLOW - RESIDENTIAL COMMON AREAS
- HATCHED BLACK - BALCONY
- STIPPLED BLACK - UTILITY PLATFORM

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS



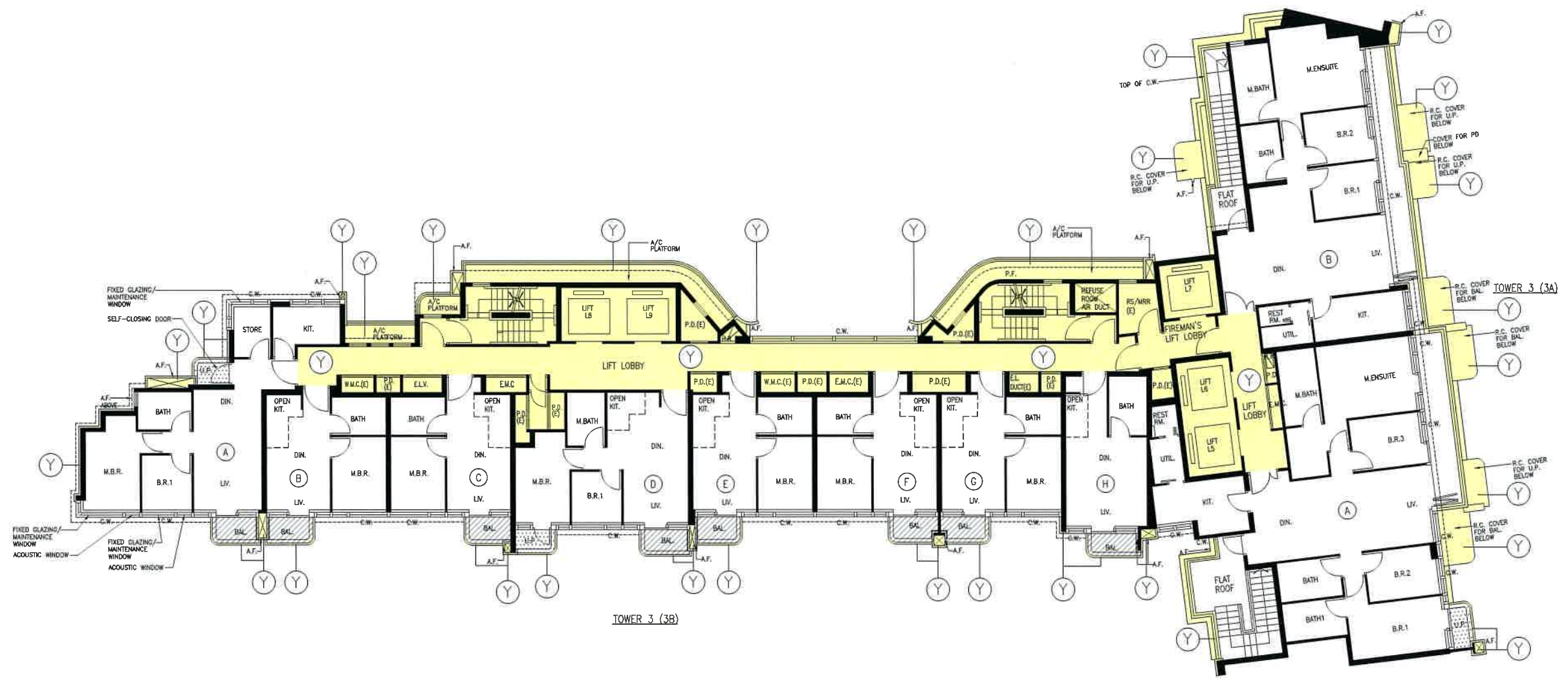
18/F, 14 Talook Wan Road, Talook Shing, Hong Kong
T: 852-2803 9888 F: 852-2513 1728 www.wongtung.com

PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO.	REV. NO.
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TITLE:	DATE:	SCALE:
PHASE 1 TOWER 3 (3A & 3B)	07 JAN. 2021	1 : 200

I hereby certify the accuracy of this plan.






WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person



PHASE 1 TOWER 3 (3A & 3B) 29/F PLAN
(1 STOREY)

LEGEND:


-  YELLOW - RESIDENTIAL COMMON AREAS
-  HATCHED BLACK - BALCONY
-  STIPPLED BLACK - UTILITY PLATFORM

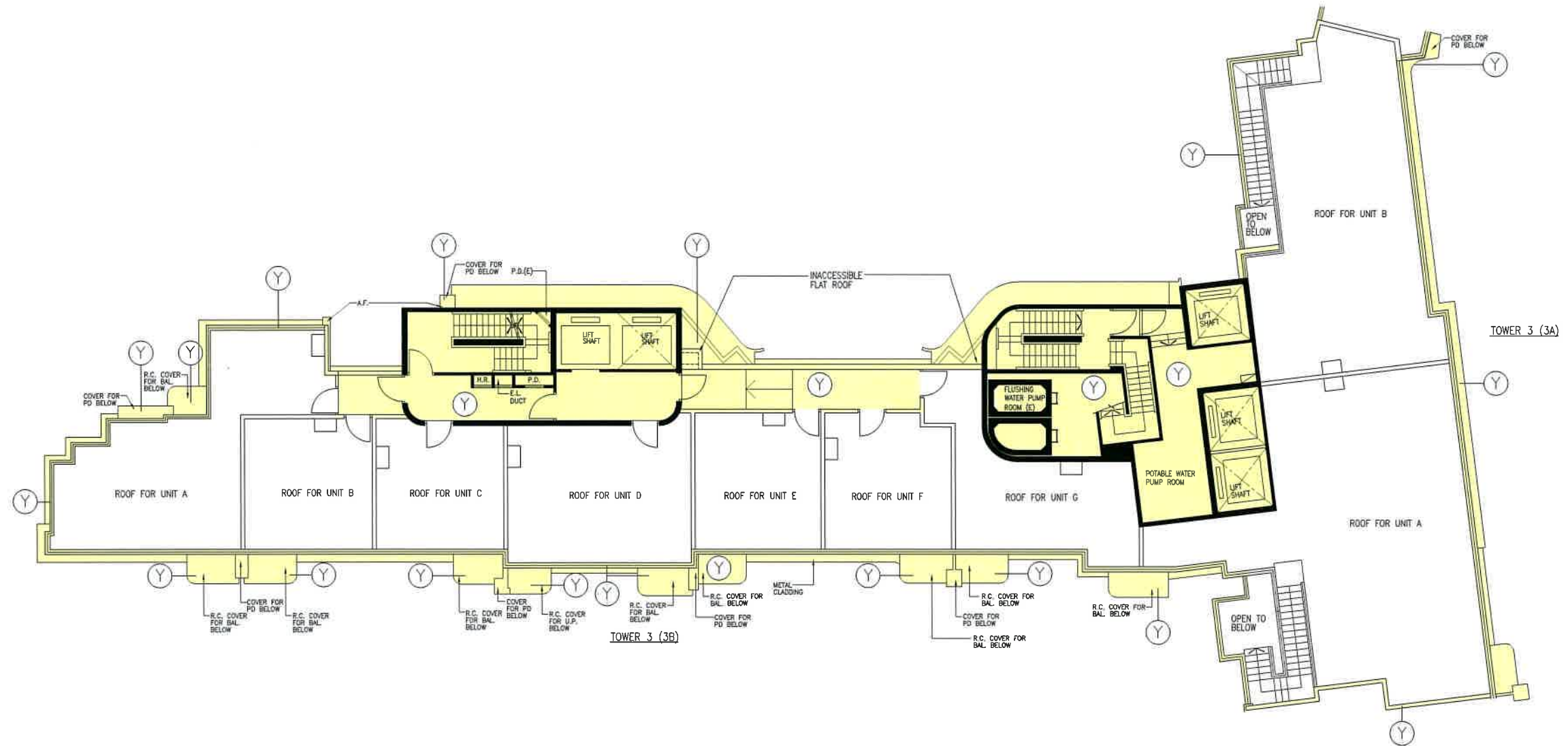
FOR IDENTIFICATION PURPOSE ONLY

I hereby certify the accuracy of this plan.



WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person

WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18/F, 14 Talkoo Wan Road, Talkoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-016	REV. NO. (06)
	TITLE: PHASE 1 TOWER 3 (3A & 3B)	DATE: 07 JAN. 2021	SCALE: 1 : 200



PHASE 1 TOWER 3 (3A & 3B) ROOF PLAN

LEGEND:




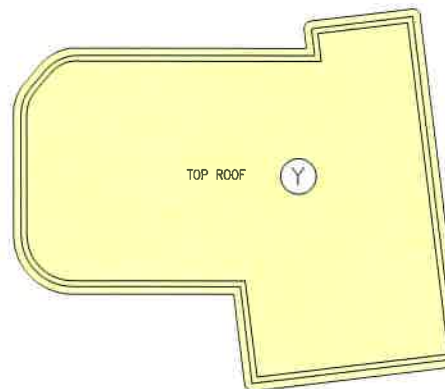
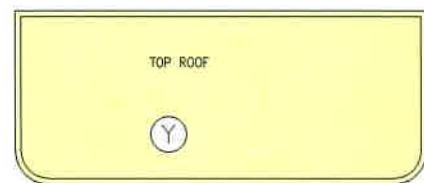
YELLOW - RESIDENTIAL COMMON AREAS

I hereby certify the accuracy of this plan.

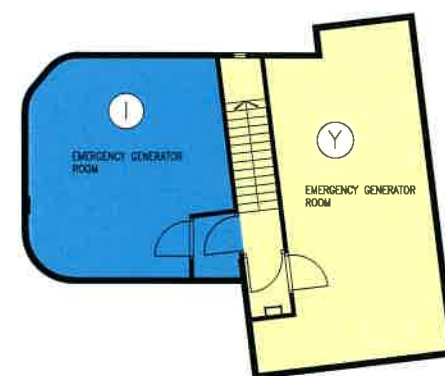
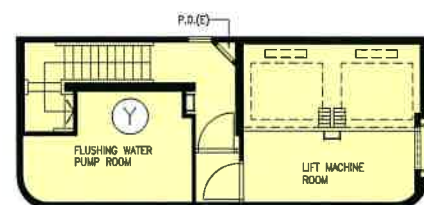
WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person

FOR IDENTIFICATION
PURPOSE ONLY

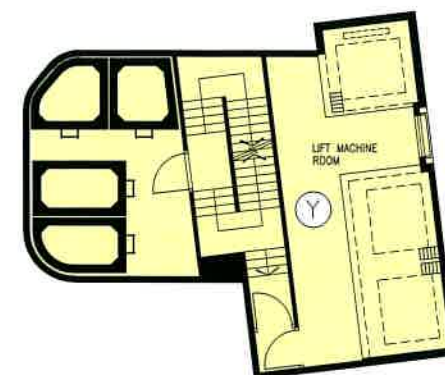
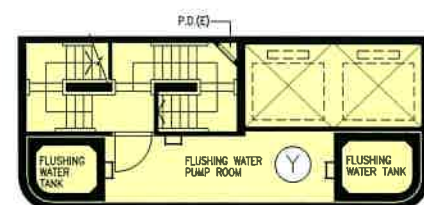
WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18/F, 14 Talkee Wan Road, Talkee Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-017	REV. NO. (06)
	TITLE: PHASE 1 TOWER 3 (3A & 3B)	DATE: 07 JAN. 2021	SCALE: 1 : 200



PHASE 1 TOWER 3 (3A & 3B) TOP ROOF PLAN



PHASE 1 TOWER 3 (3A & 3B) UPPER ROOF PLAN



PHASE 1 TOWER 3 (3A & 3B) LOWER ROOF PLAN

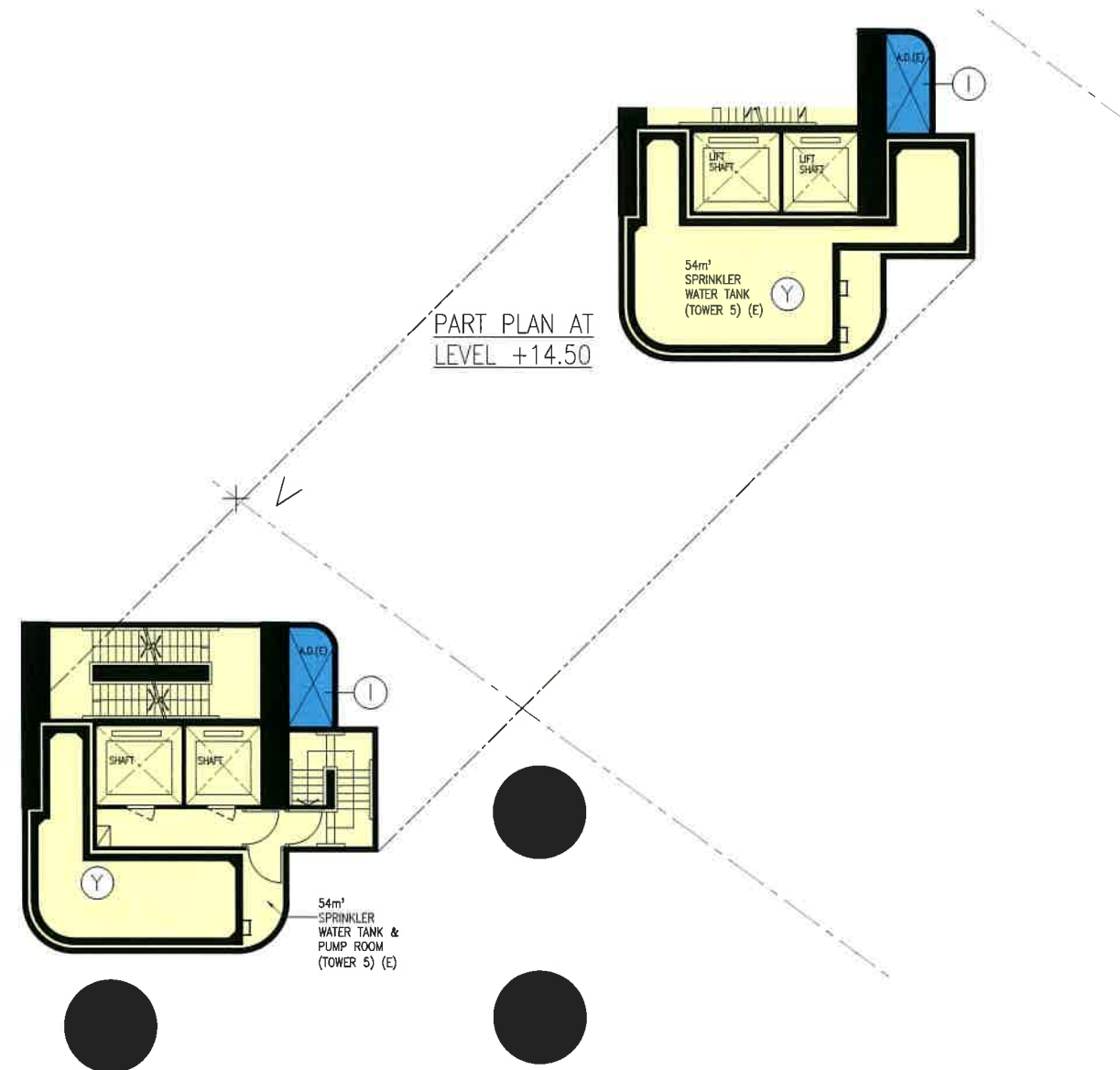
LEGEND:
 INDIGO — ESTATE COMMON AREAS
 YELLOW — RESIDENTIAL COMMON AREAS

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA
 Registered Architect Authorized Person

FOR IDENTIFICATION
 PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18/F, 14 Talkoo Wan Road, Talkoo Shing, Hong Kong T 852-2803 8888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-018	REV. NO. (06)
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PHASE 1 TOWER 5 1/F PLAN

LEGEND:

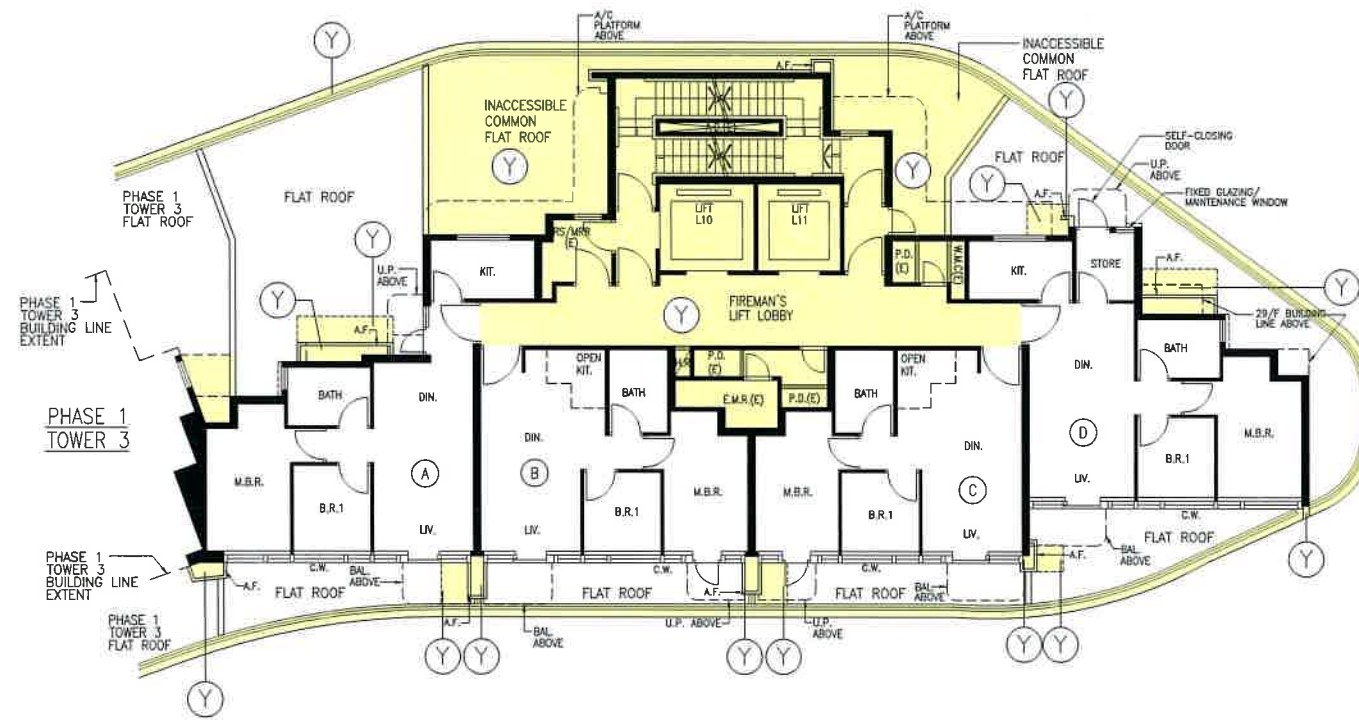
- I INDIGO — ESTATE COMMON AREAS
- Y YELLOW — RESIDENTIAL COMMON AREAS

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person


FOR IDENTIFICATION
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18/F, 14 Taikee Wan Road, Taikee Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-019	REV. NO. (04)
	TITLE: PHASE 1 TOWER 5	DATE: 03 DEC. 2020	SCALE: 1 : 200



PHASE 1 TOWER 5 2/F PLAN
(1 STOREY)

LEGEND:


 YELLOW - RESIDENTIAL COMMON AREAS

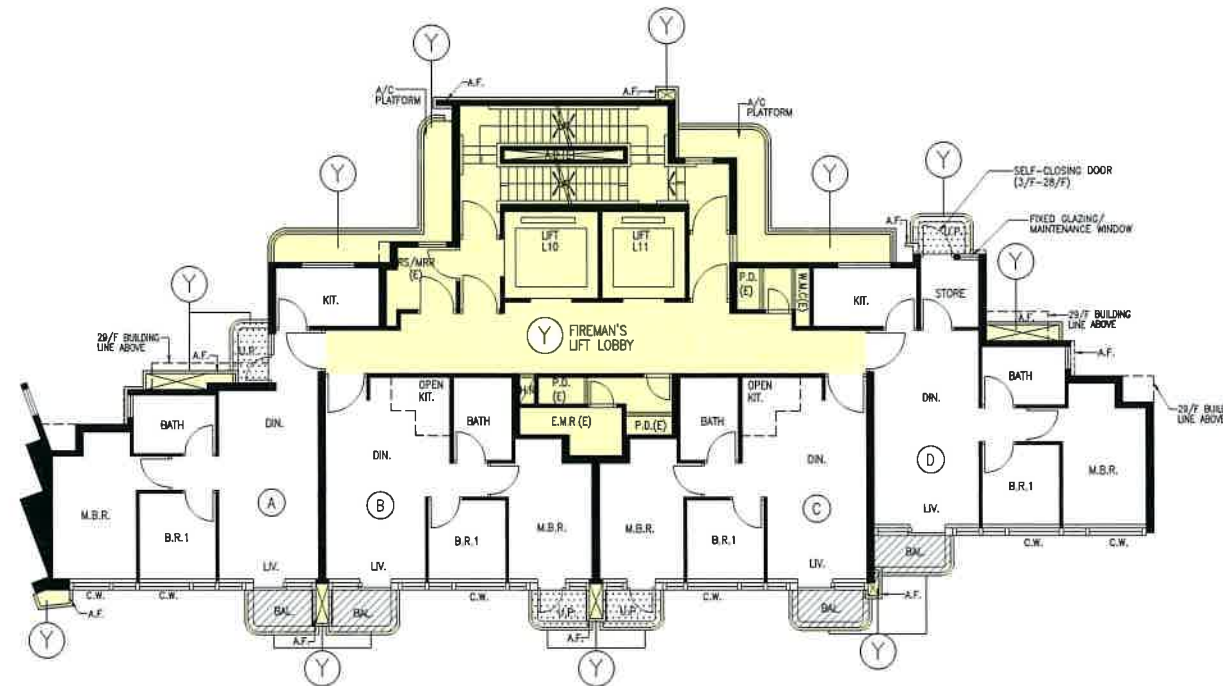
I hereby certify the accuracy of this plan.



WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person

FOR IDENTIFICATION
PURPOSE ONLY




WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18/F, 14 Tai Kok Wan Road, Tai Kok Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-019A	REV. NO. (04)
	TITLE: PHASE 1 TOWER 5	DATE: 07 JAN. 2021	SCALE: 1 : 200




PHASE 1 TOWER 5 TYPICAL FLOOR PLAN

3/F-28/F (22 STOREYS)
 (FLOOR Nos. 4, 13, 14, 24 NOT USED.)

LEGEND:

-  YELLOW - RESIDENTIAL COMMON AREAS
-  HATCHED BLACK - BALCONY
-  STIPPLED BLACK - UTILITY PLATFORM

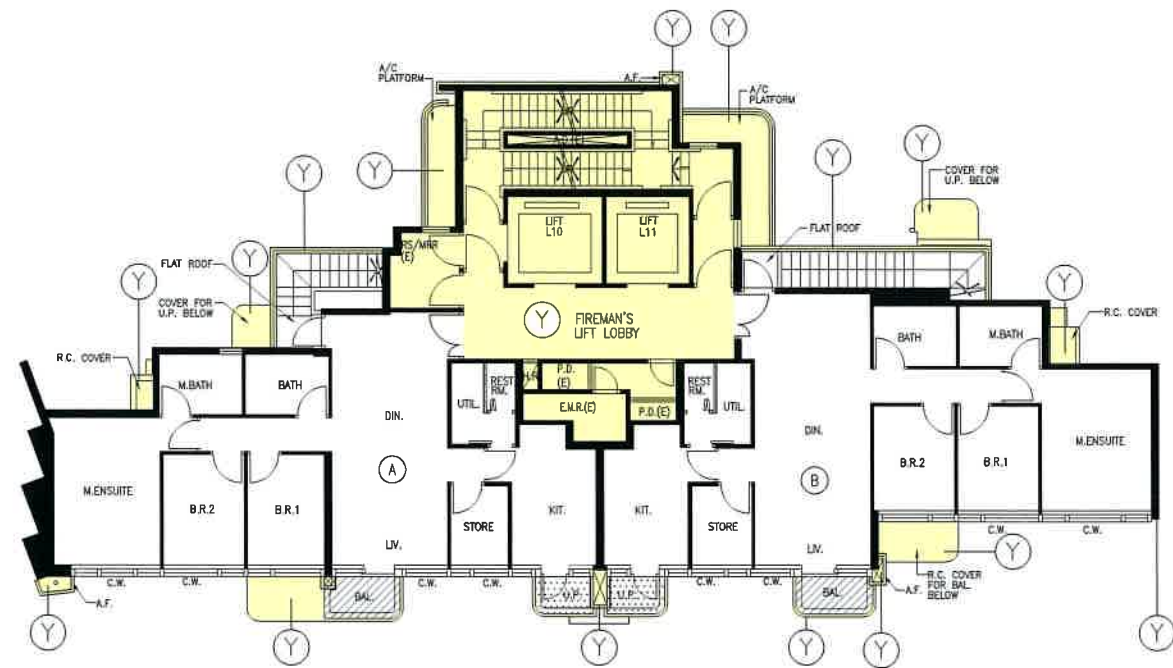
FOR IDENTIFICATION
 PURPOSE ONLY

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	TITLE: PHASE 1 TOWER 5	DATE: 03 DEC. 2020	SCALE: 1 : 200

I hereby certify the accuracy of this plan.



WONG Min Hon Thomas, HKIA
 Registered Architect Authorized Person



PHASE 1 TOWER 5 29/F PLAN
(1 STOREY)

LEGEND:




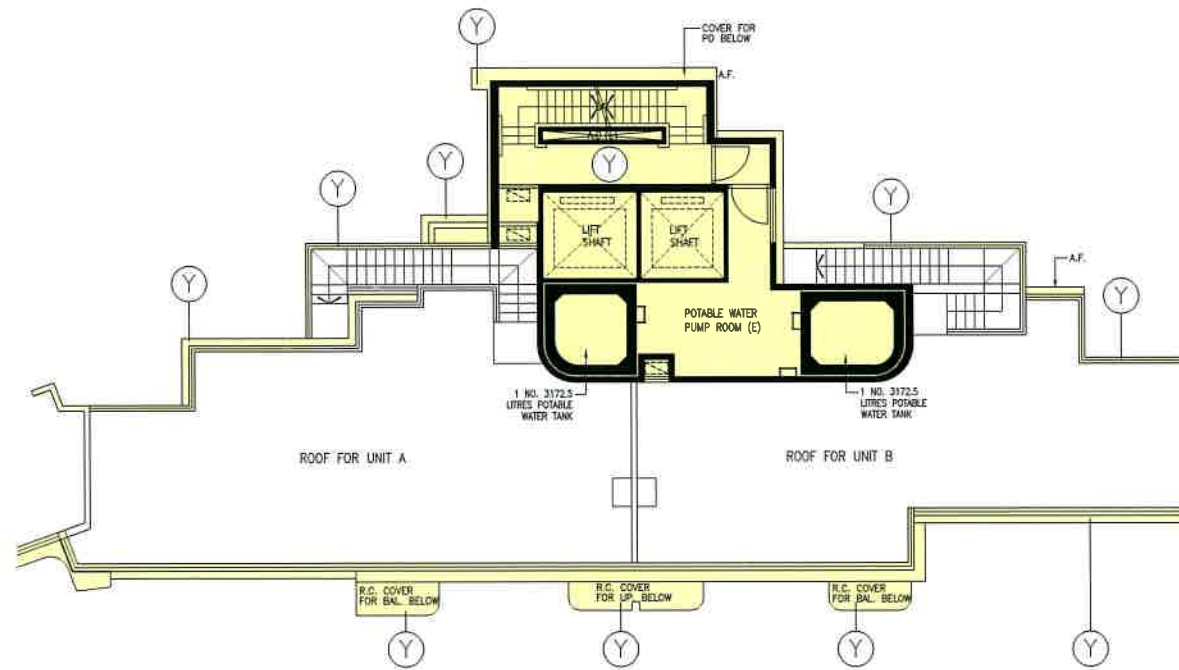
YELLOW - RESIDENTIAL
COMMON AREAS

I hereby certify the accuracy of this plan.

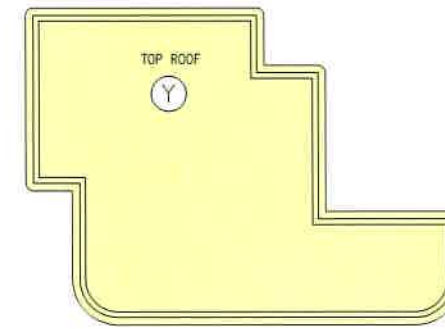
WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person

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PURPOSE ONLY

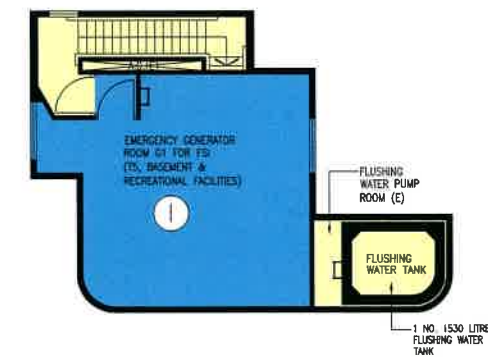
WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18/F, 14 Taikee Wan Road, Taikee Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-021	REV. NO. (05)
	TITLE: PHASE 1 TOWER 5	DATE: 03 DEC. 2020	SCALE: 1 : 200



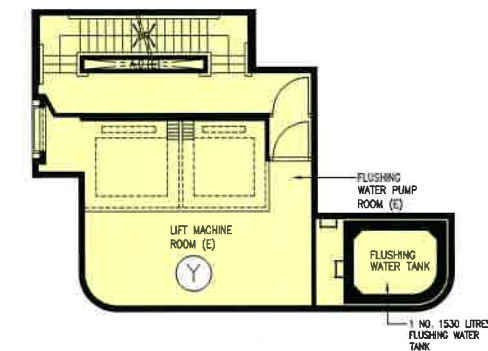
PHASE 1 TOWER 5 ROOF PLAN



PHASE 1 TOWER 5 TOP ROOF PLAN



PHASE 1 TOWER 5 UPPER ROOF PLAN




PHASE 1 TOWER 5 LOWER ROOF PLAN

LEGEND:

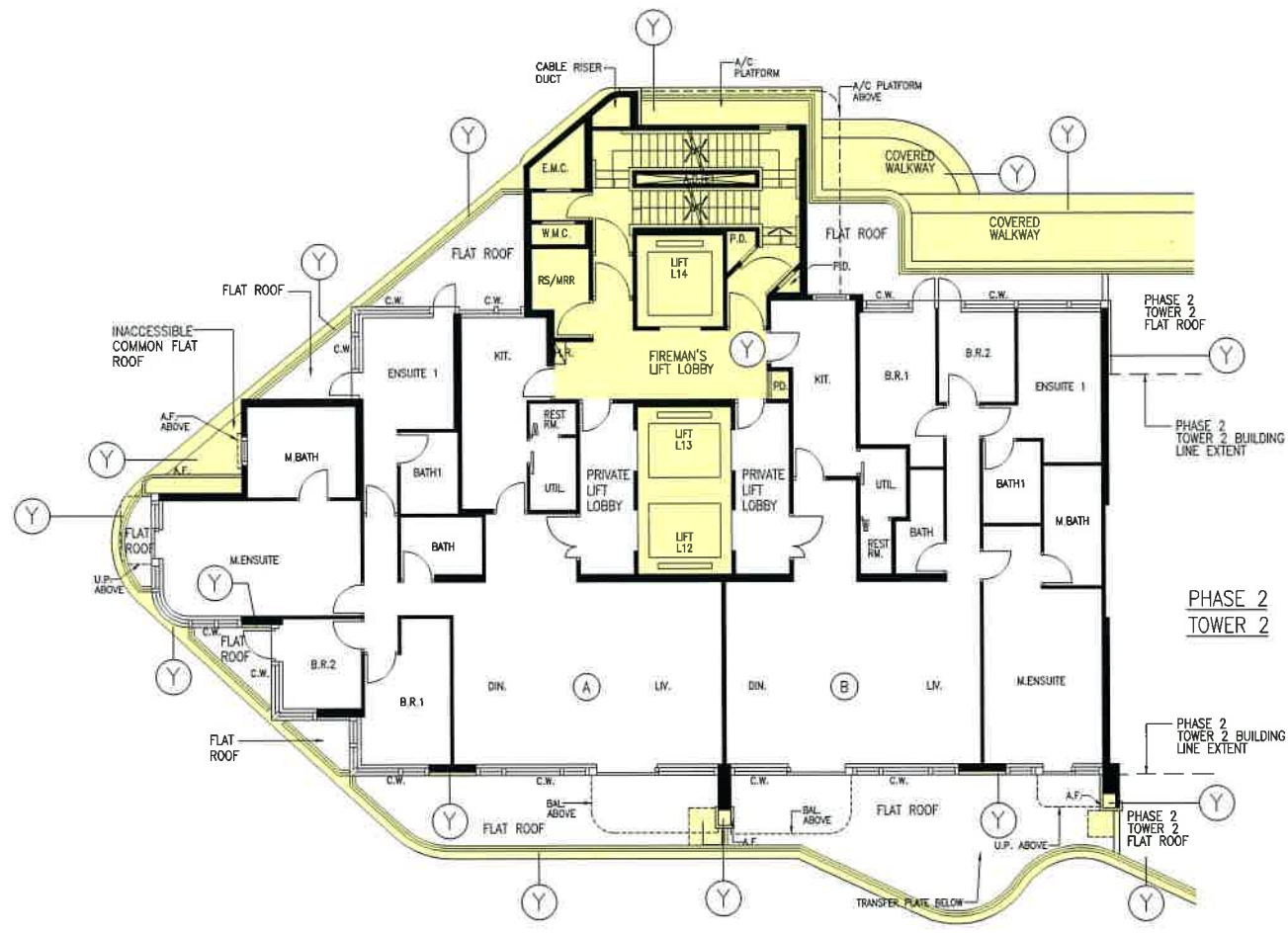
- I INDIGO – ESTATE COMMON AREAS
- Y YELLOW – RESIDENTIAL COMMON AREAS

FOR IDENTIFICATION
PURPOSE ONLY

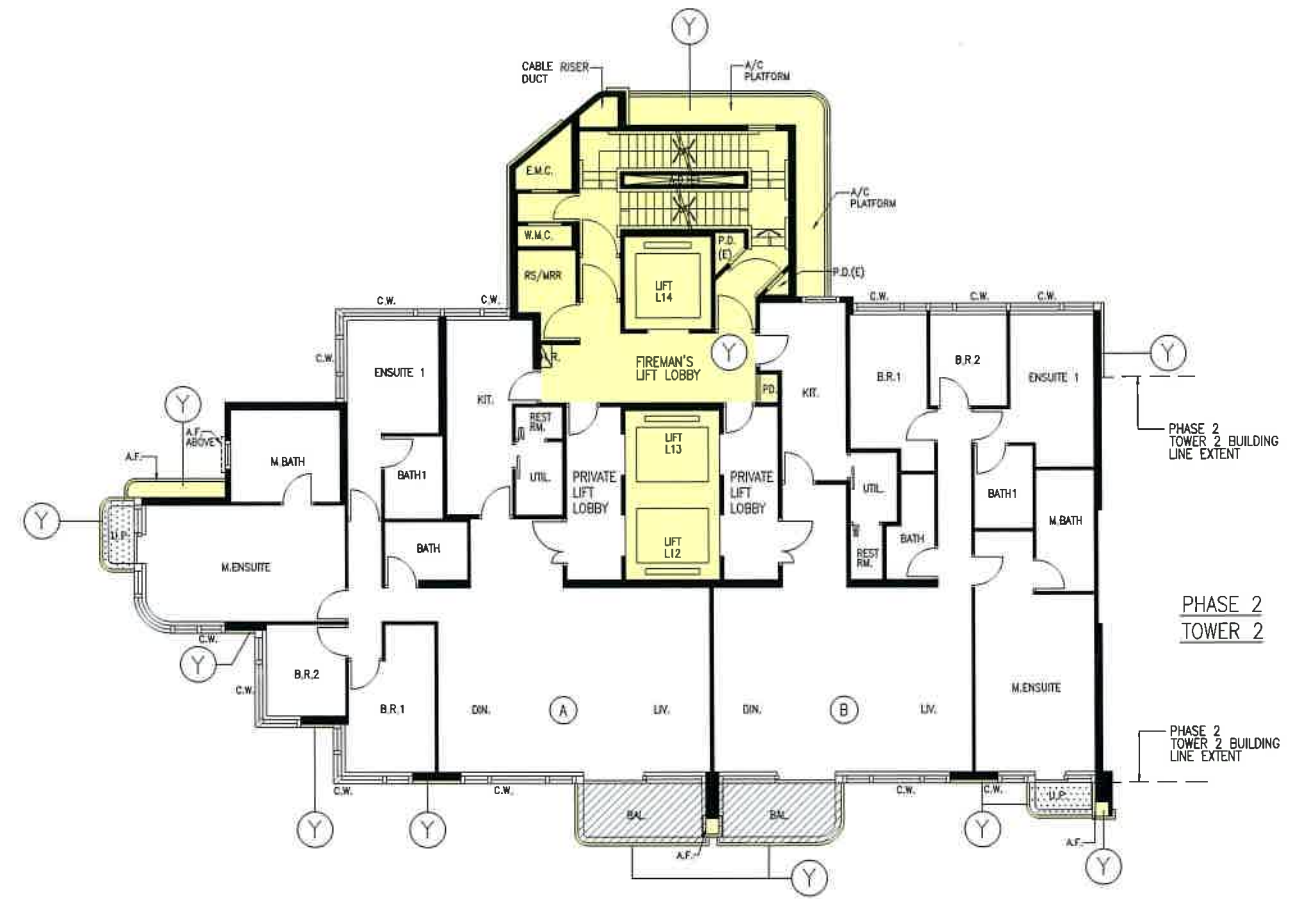
WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18/F, 14 Tak Kee Wan Road, Tak Kee Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.		DRAWING NO. DMC-022	REV. NO. (06)
	TITLE: PHASE 1 TOWER 5		DATE: 07 JAN. 2021	SCALE: 1 : 200

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

WONG Min Hon Thomas, HKIA
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PHASE 2 TOWER 1 1/F PLAN
(1 STOREY)




PHASE 2 TOWER 1 TYPICAL FLOOR PLAN
2/F-26/F (21 STOREYS)
(FLOOR Nos. 4, 13, 14, 24 NOT USED.)

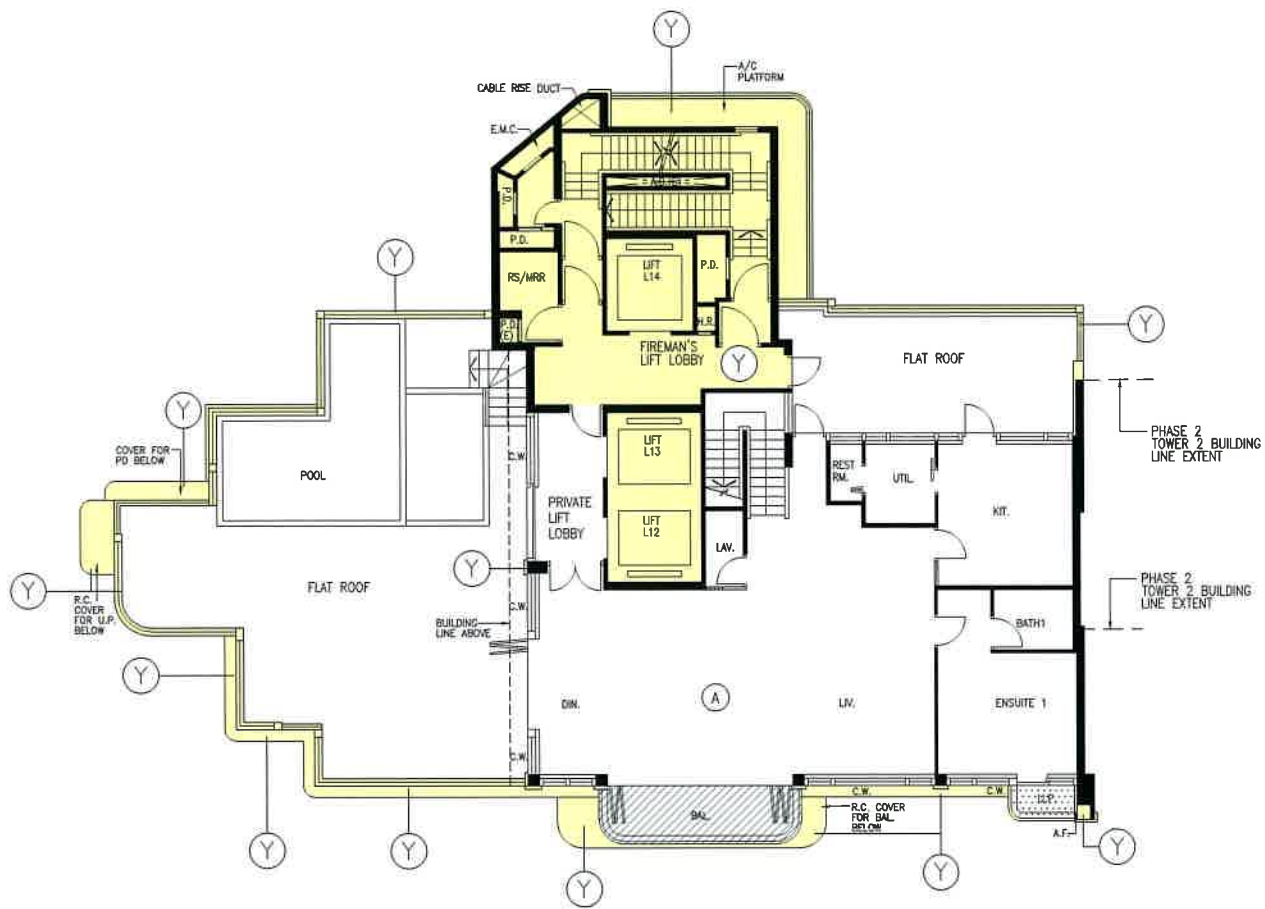
- LEGEND:
-  YELLOW - RESIDENTIAL COMMON AREAS
 -  HATCHED BLACK - BALCONY
 -  STIPPLED BLACK - UTILITY PLATFORM

FOR IDENTIFICATION PURPOSE ONLY

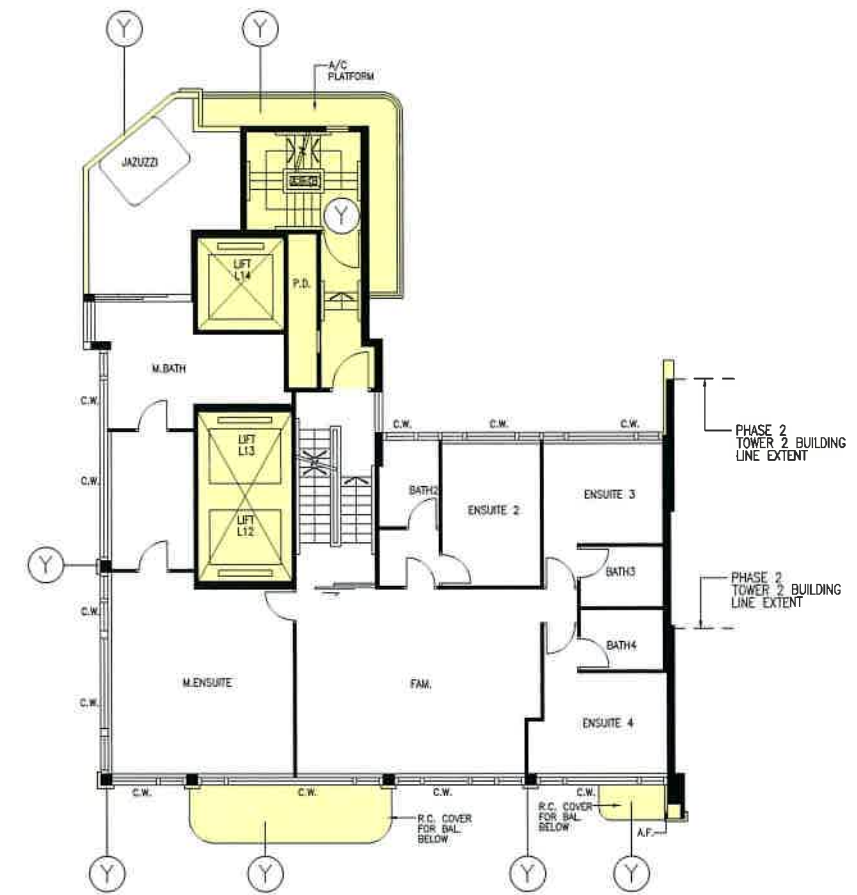
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Registered Architect Authorized Person

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	TITLE: PHASE 2 TOWER 1	DATE: 07 JAN. 2021	SCALE: 1 : 200






PHASE 2 TOWER 1 27/F PLAN
(1 STOREY)




PHASE 2 TOWER 1 28/F PLAN
(1 STOREY)

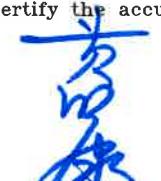
LEGEND:

-  YELLOW - RESIDENTIAL COMMON AREAS
-  HATCHED BLACK - BALCONY
-  STIPPLED BLACK - UTILITY PLATFORM

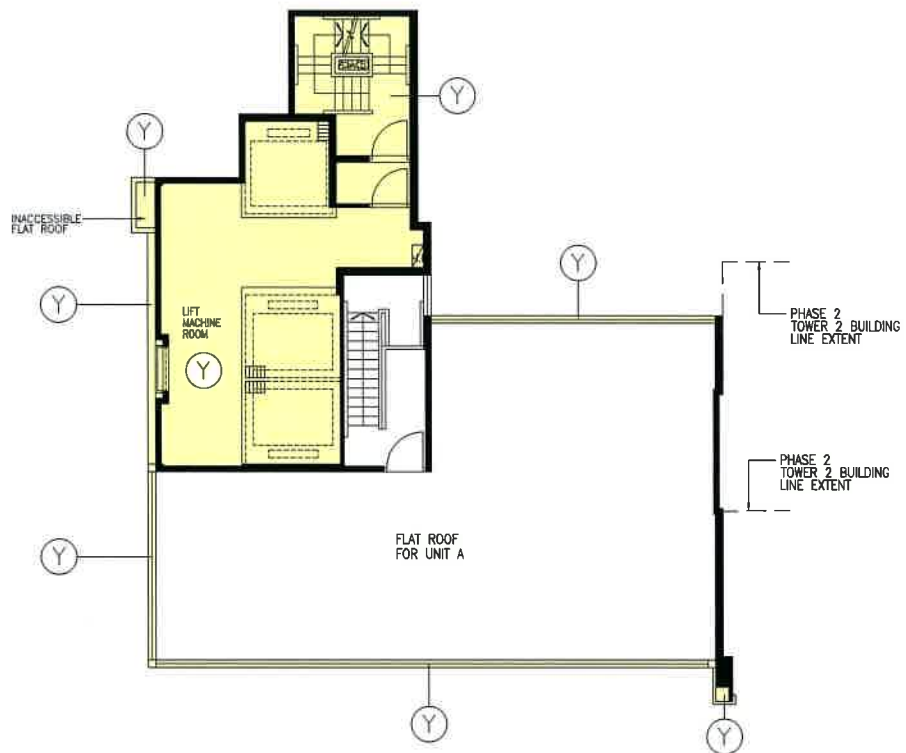
FOR IDENTIFICATION
PURPOSE ONLY

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	TITLE: PHASE 2 TOWER 1	DATE: 07 JAN. 2021	SCALE: 1 : 200

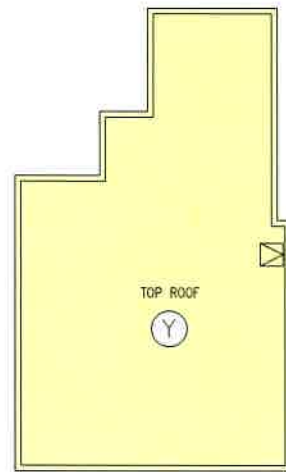
I hereby certify the accuracy of this plan.



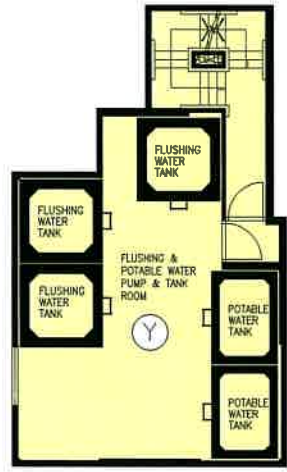
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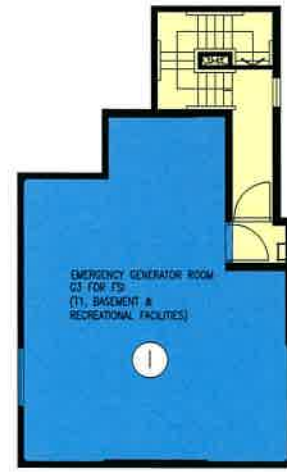
PHASE 2 TOWER 1 ROOF PLAN



PHASE 2 TOWER 1 TOP ROOF PLAN




PHASE 2 TOWER 1 UPPER ROOF PLAN



PHASE 2 TOWER 1 LOWER ROOF PLAN

LEGEND:


-  INDIGO — ESTATE COMMON AREAS
-  YELLOW — RESIDENTIAL COMMON AREAS

I hereby certify the accuracy of this plan.



WONG Min-tsun Thomas, HKIA
Registered Architect Authorized Person


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	TITLE: PHASE 2 TOWER 1	DATE: 07 JAN. 2021	SCALE: 1 : 200



PHASE 2 TOWER 2 1/F PLAN
(1 STOREY)

LEGEND:


 YELLOW - RESIDENTIAL COMMON AREAS

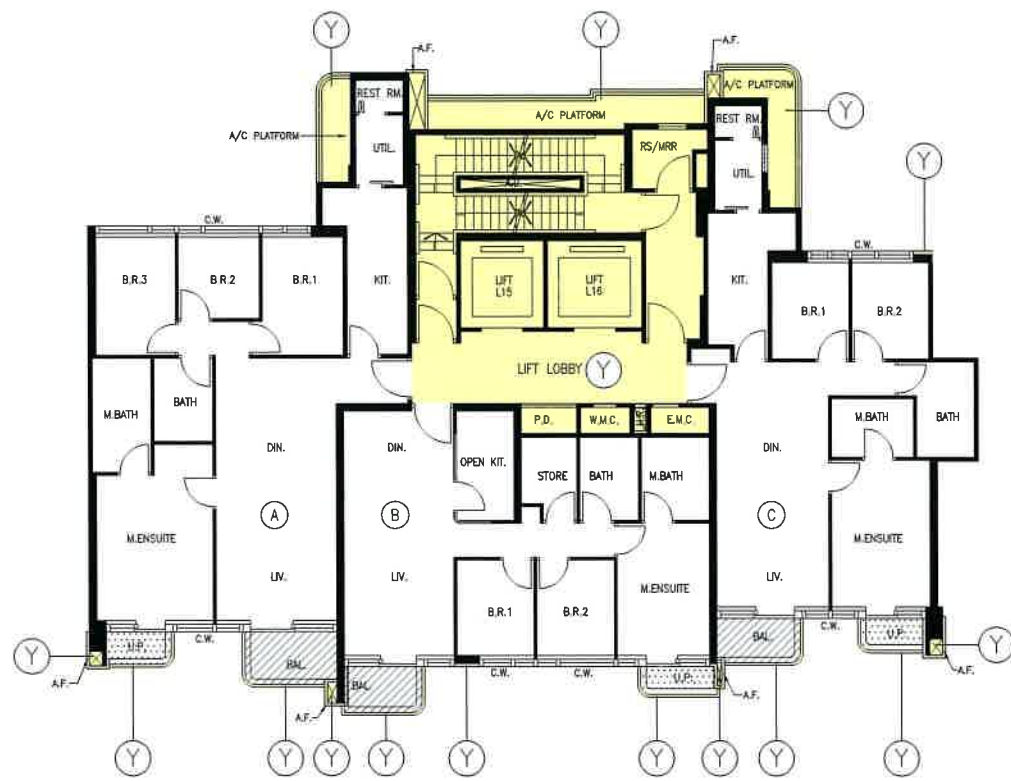
I hereby certify the accuracy of this plan.



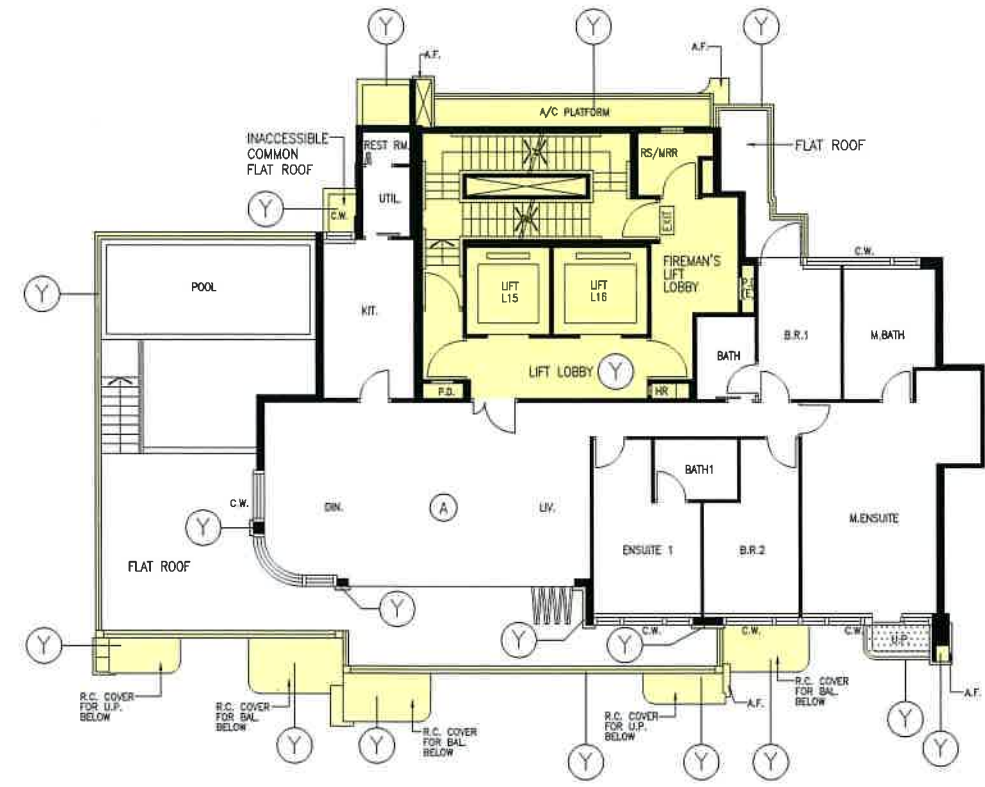
WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person

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PURPOSE ONLY

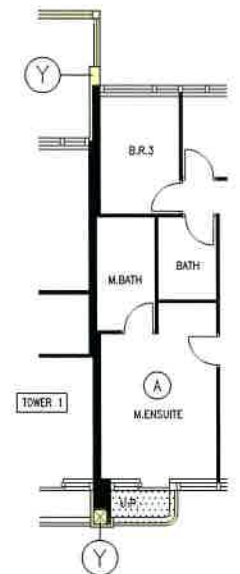
WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18/F, 14 Taikee Wan Road, Taikee Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-026	REV. NO. (05)
	TITLE: PHASE 2 TOWER 2	DATE: 07 JAN. 2021	SCALE: 1 : 200



PHASE 2 TOWER 2 TYPICAL FLOOR PLAN
2/F-29/F (24 STOREYS)
(FLOOR Nos. 4, 13, 14, 24 NOT USED.)



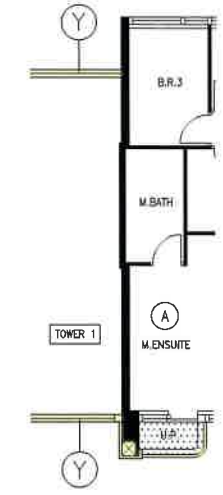
PHASE 2 TOWER 2 30/F PLAN
(1 STOREY)



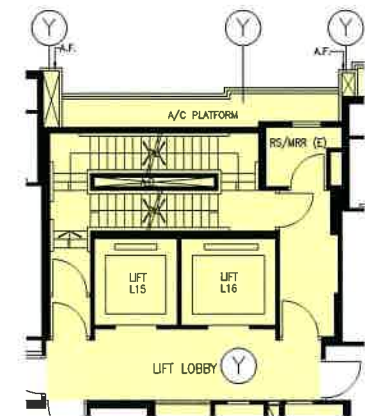
PHASE 2 TOWER 2
PART PLAN FOR 27/F



PHASE 2 TOWER 2
PART PLAN FOR 28/F






PHASE 2 TOWER 2
PART PLAN FOR 29/F
(1 STOREY)



PHASE 2 TOWER 2
PART PLAN 2 FOR 29/F
(1 STOREY)

LEGEND:

-  YELLOW - RESIDENTIAL COMMON AREAS
-  HATCHED BLACK - BALCONY
-  STIPPLED BLACK - UTILITY PLATFORM

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PURPOSE ONLY

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ARCHITECTS & PLANNERS



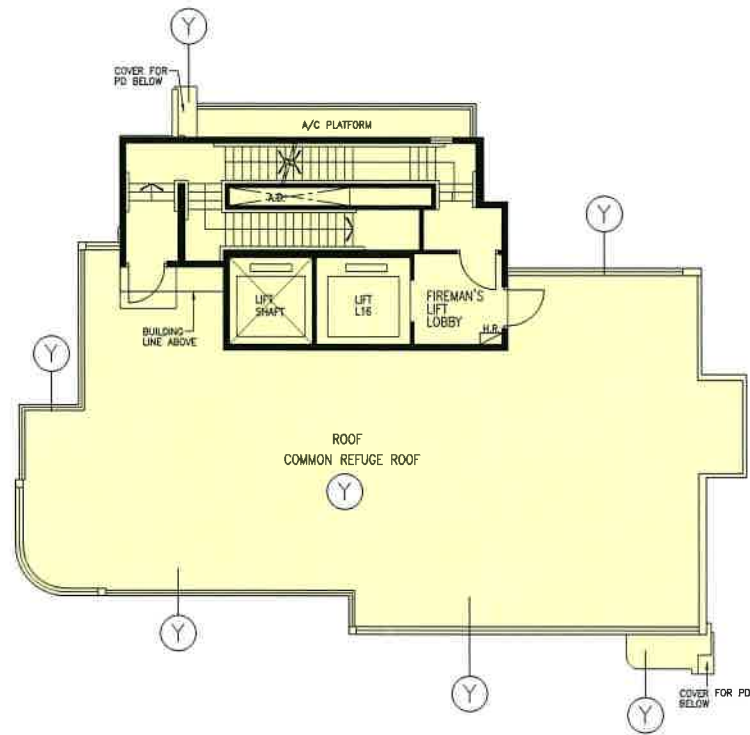
18/F, 14 Talkoo Wen Road, Talkoo Shing, Hong Kong
T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-026A	REV. NO. (04)
	TITLE: PHASE 2 TOWER 2	
DATE: 07 JAN. 2021	SCALE: 1 : 200	

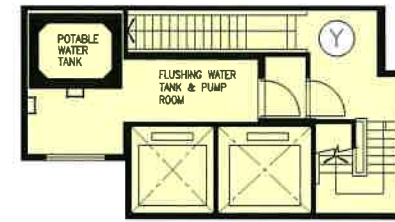
I hereby certify the accuracy of this plan.



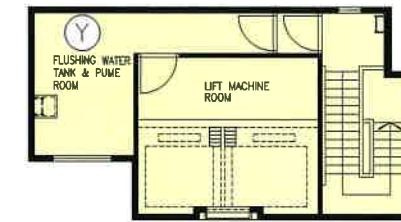
WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person



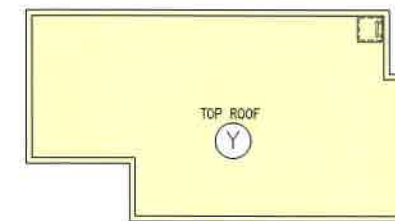
PHASE 2 TOWER 2 ROOF PLAN



PHASE 2 TOWER 2 LOWER ROOF PLAN



PHASE 2 TOWER 2 UPPER ROOF PLAN



PHASE 2 TOWER 2 TOP ROOF PLAN

LEGEND:




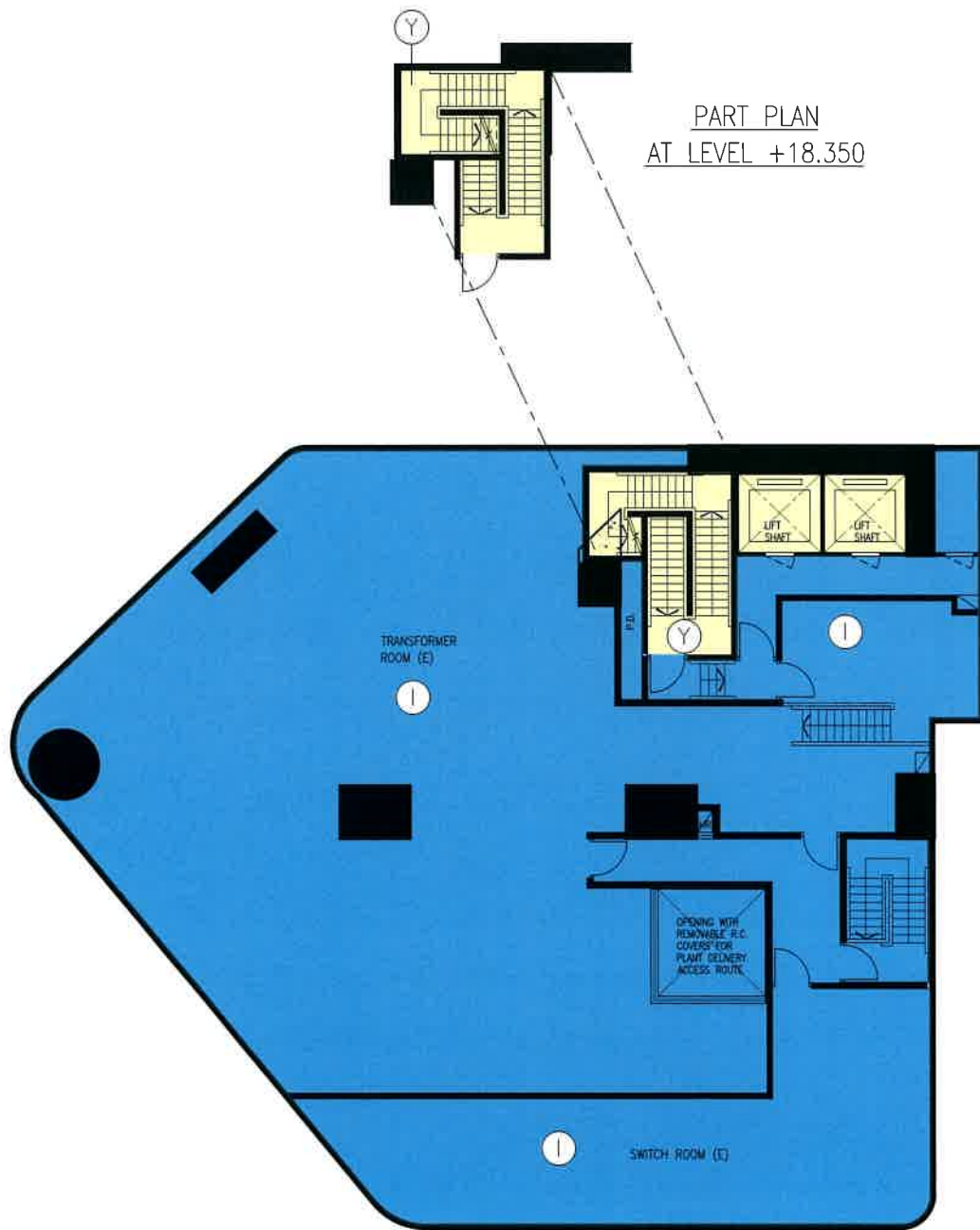
YELLOW - RESIDENTIAL COMMON AREAS

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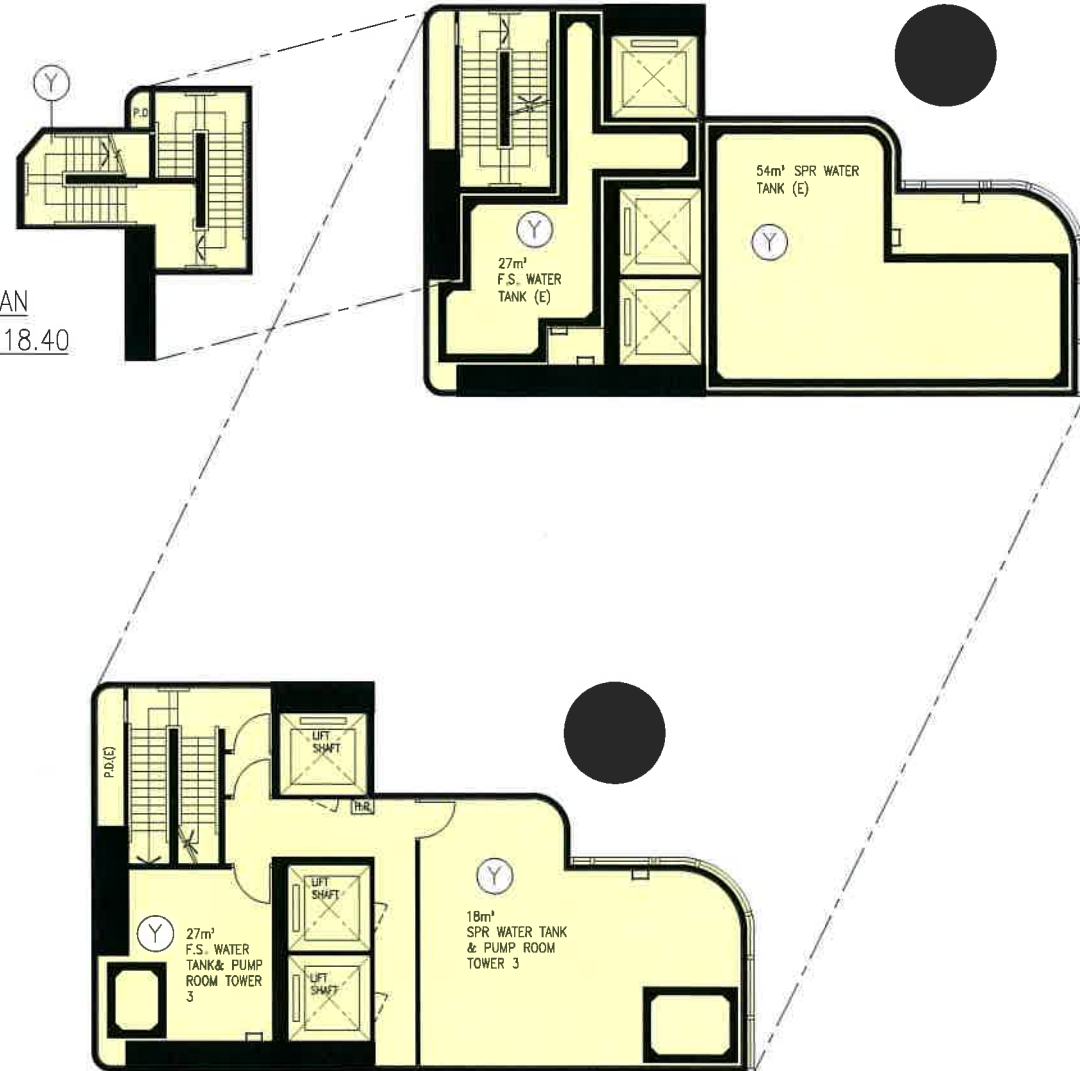
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PURPOSE ONLY

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	TITLE: PHASE 2 TOWER 2	DATE: 03 DEC. 2020	SCALE: 1 : 200



PART PLAN
AT LEVEL +18.350

PART PLAN
AT LEVEL +18.40



LEGEND:

-  INDIGO — ESTATE COMMON AREAS
-  YELLOW — RESIDENTIAL COMMON AREAS


PHASE 2 TOWER 3 (3A & 3B) 1/F PLAN
(1 STOREY)

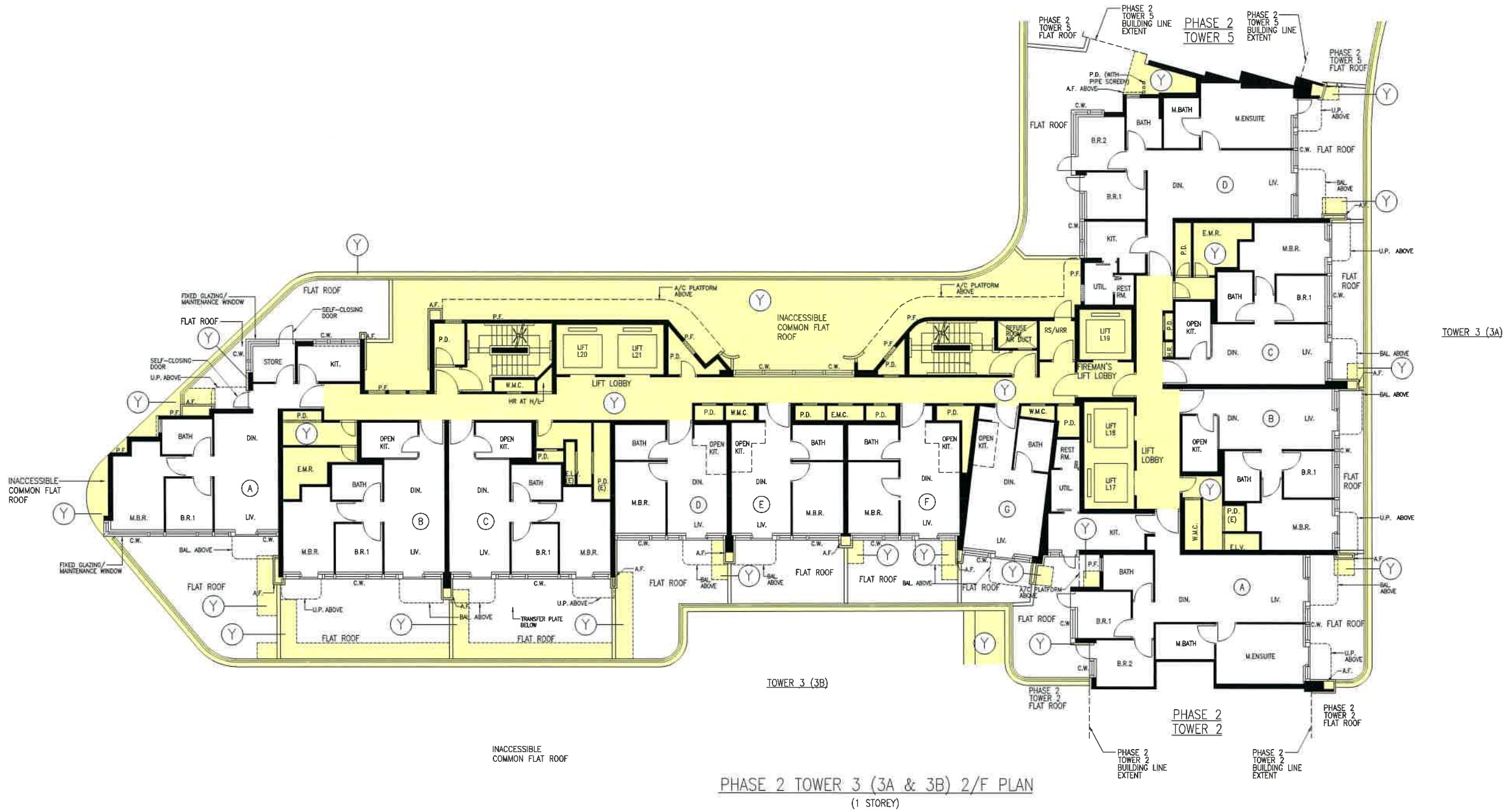
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PURPOSE ONLY

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	TITLE: PHASE 2 TOWER 3 (3A & 3B)	DATE: 03 DEC. 2020	SCALE: 1 : 200



LEGEND:



YELLOW - RESIDENTIAL COMMON AREAS

I hereby certify the accuracy of this plan.

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PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS



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PROJECT:
PROPOSED COMPREHENSIVE RESIDENTIAL
DEVELOPMENT AT R.P. OF NKIL No.6549
OFF HING WAH STREET WEST,
CHEUNG SHA WAN, KOWLOON.

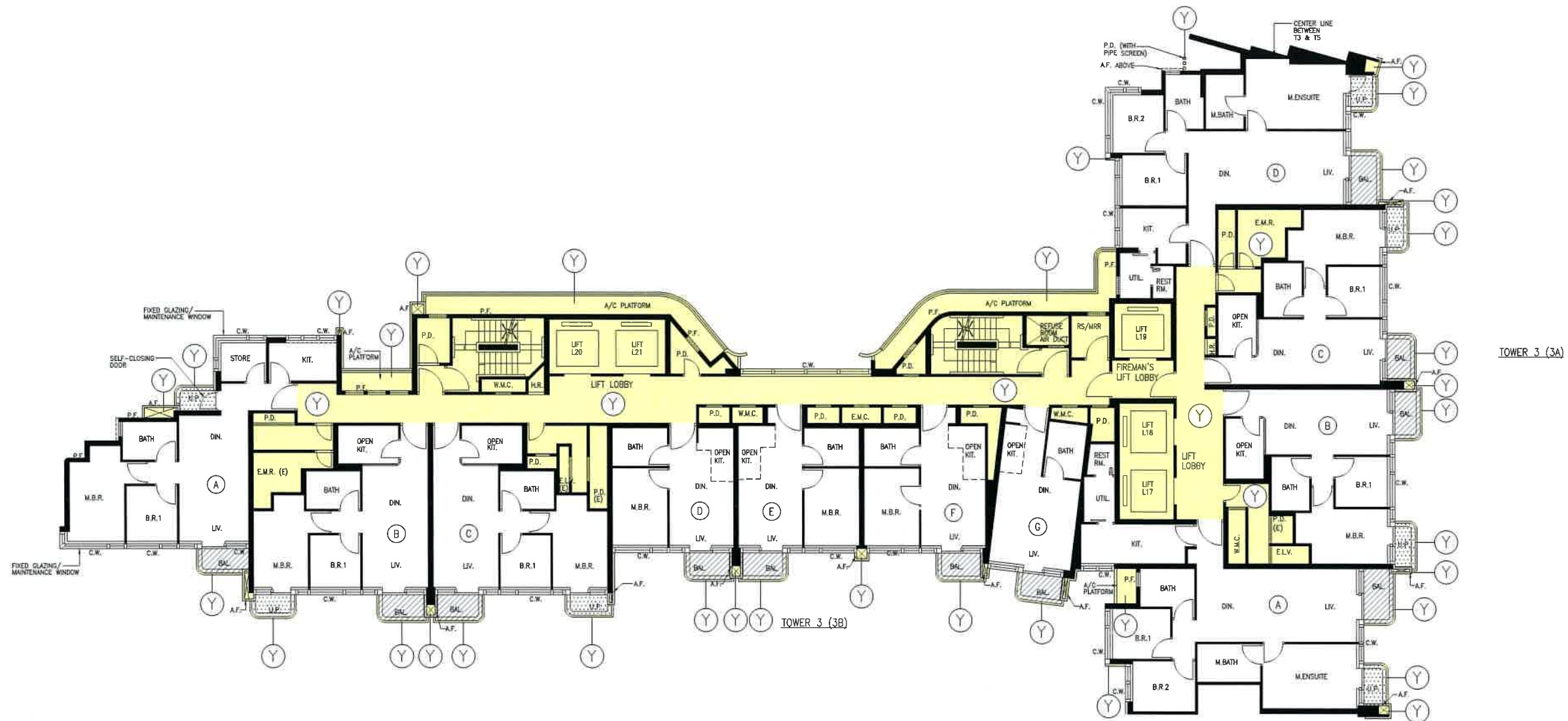
TITLE: PHASE 2 TOWER 3 (3A & 3B)

DRAWING NO.
DMC-029

REV. NO.
(05)

DATE: 07 JAN. 2021




SCALE: 1 : 200



PHASE 2 TOWER 3 (3A & 3B) FLOOR PLAN

3/F-28/F (22 STOREYS)
 (FLOOR Nos. 4, 13, 14, 24 NOT USED.)

LEGEND:

-  YELLOW - RESIDENTIAL COMMON AREAS
-  HATCHED BLACK - BALCONY
-  STIPPLED BLACK - UTILITY PLATFORM

FOR IDENTIFICATION
 PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
 ARCHITECTS & PLANNERS



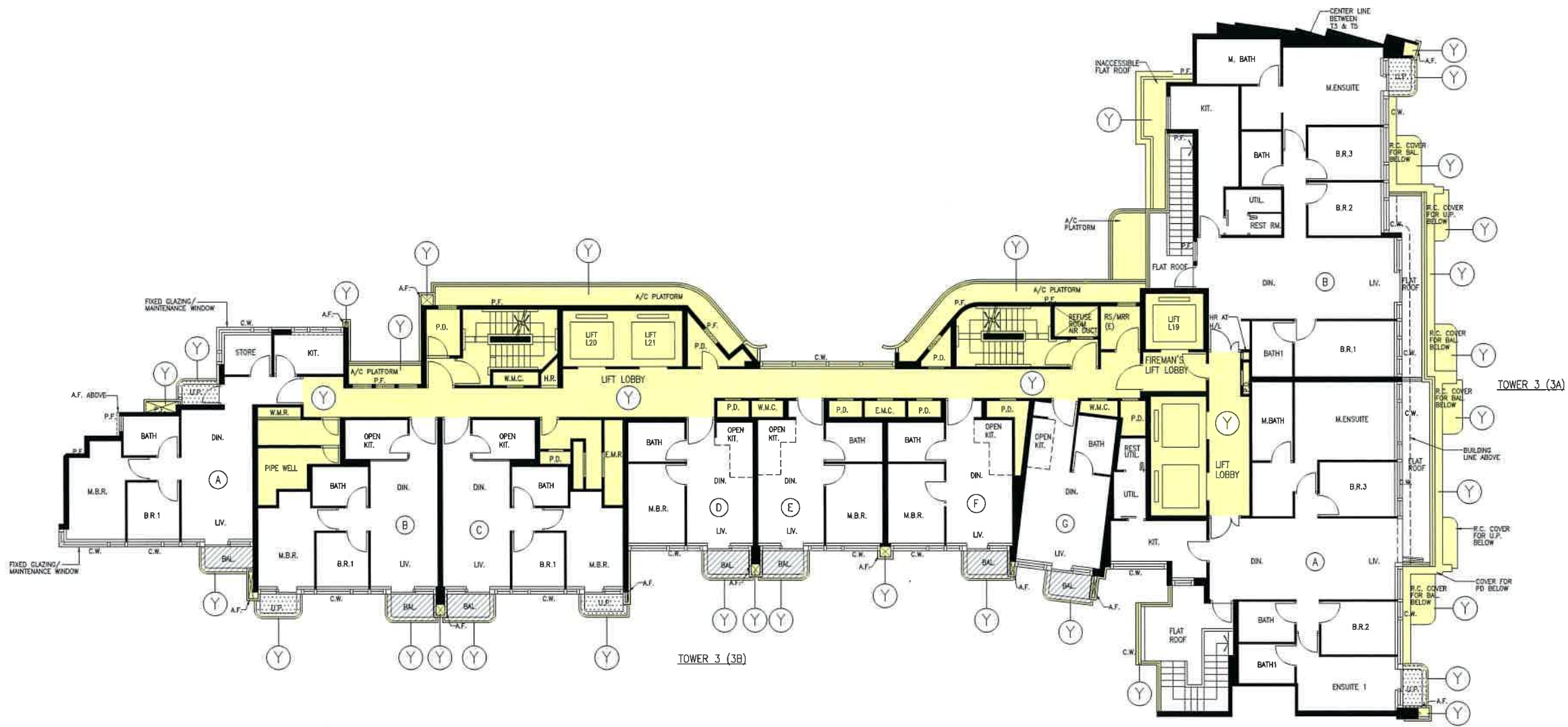
18/F, 14 Tai Kok Wan Road, Tai Kok Shing, Hong Kong
 T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-030	REV. NO. (05)
	TITLE: PHASE 2 TOWER 3 (3A & 3B)	DATE: 07 JAN. 2021

I hereby certify the accuracy of this plan.






WONG Min Hon Thomas, HKIA
 Registered Architect Authorized Person




PHASE 2 TOWER 3 (3A & 3B) 29/F PLAN
(1 STOREY)

LEGEND:

-  YELLOW - RESIDENTIAL COMMON AREAS
-  HATCHED BLACK - BALCONY
-  STIPPLED BLACK - UTILITY PLATFORM

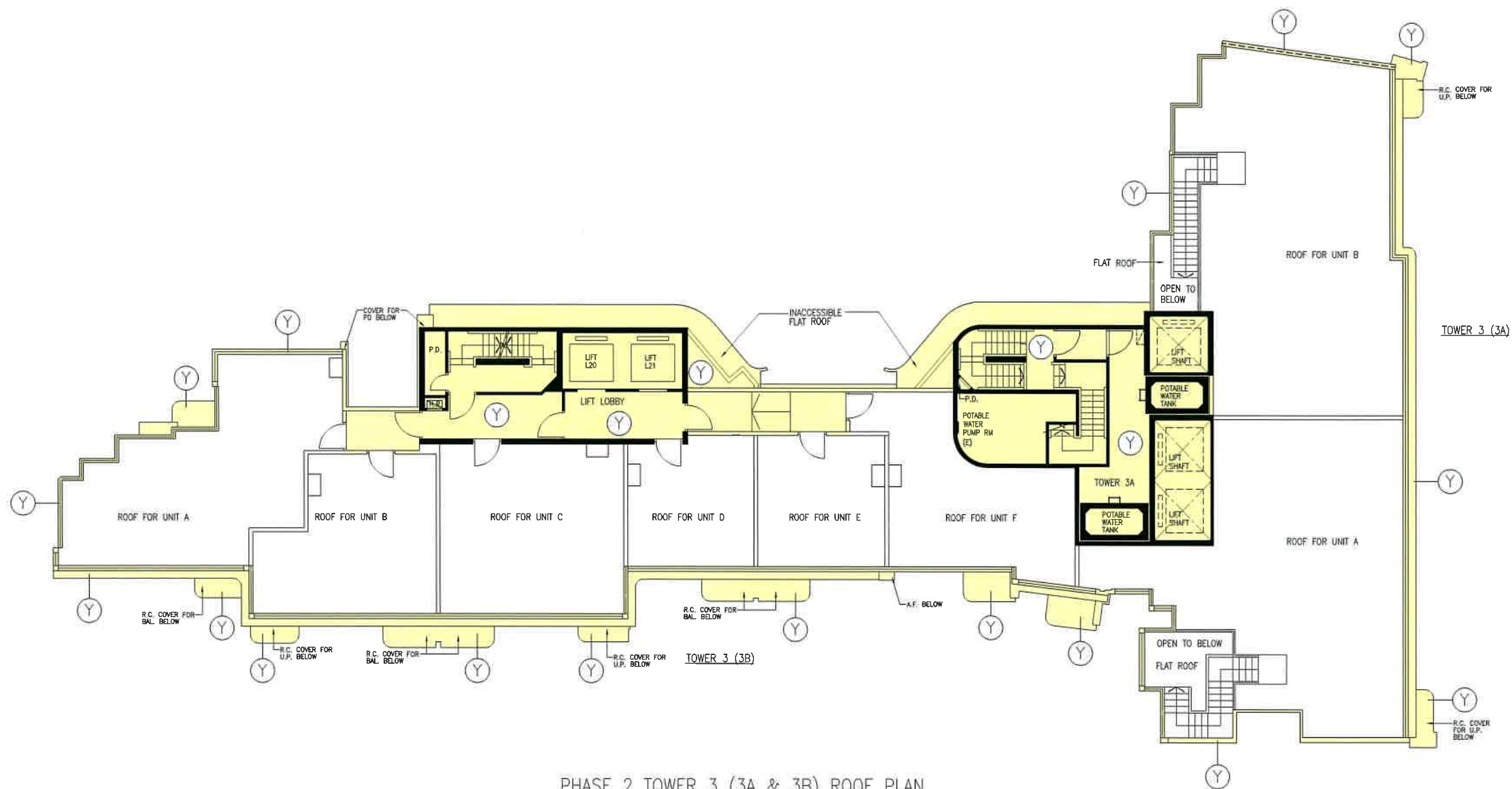
FOR IDENTIFICATION PURPOSE ONLY

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	TITLE: PHASE 2 TOWER 3 (3A & 3B)	DATE: 07 JAN. 2021	SCALE: 1 : 200

I hereby certify the accuracy of this plan.



WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person



PHASE 2 TOWER 3 (3A & 3B) ROOF PLAN

LEGEND:




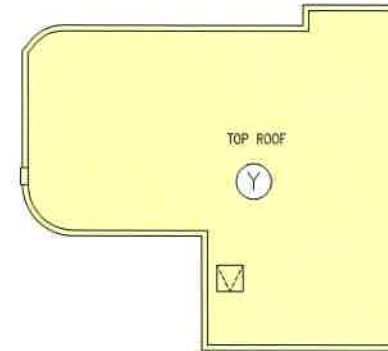
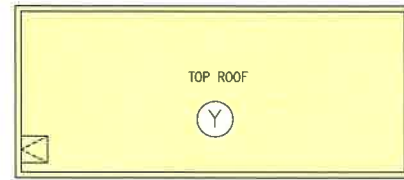
YELLOW - RESIDENTIAL COMMON AREAS

I hereby certify the accuracy of this plan.

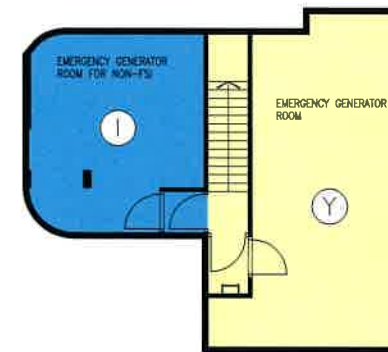
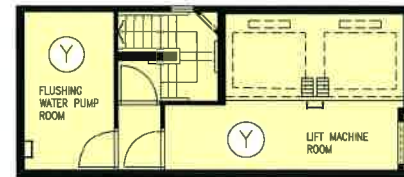
WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person

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PURPOSE ONLY

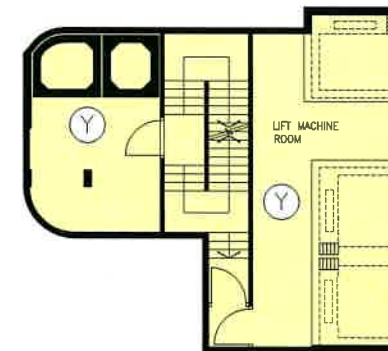
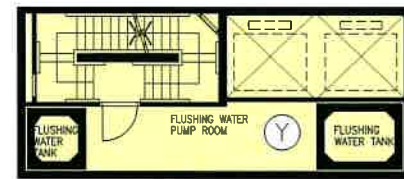
WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18/F, 14 Taikee Wan Road, Taikee Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-032	REV. NO. (06)
	TITLE: PHASE 2 TOWER 3 (3A & 3B)	DATE: 07 JAN. 2021	SCALE: 1 : 200



PHASE 2 TOWER 3 (3A & 3B) TOP ROOF PLAN



PHASE 2 TOWER 3 (3A & 3B) UPPER ROOF PLAN



PHASE 2 TOWER 3 (3A & 3B) LOWER ROOF PLAN

LEGEND:



INDIGO – ESTATE COMMON AREAS




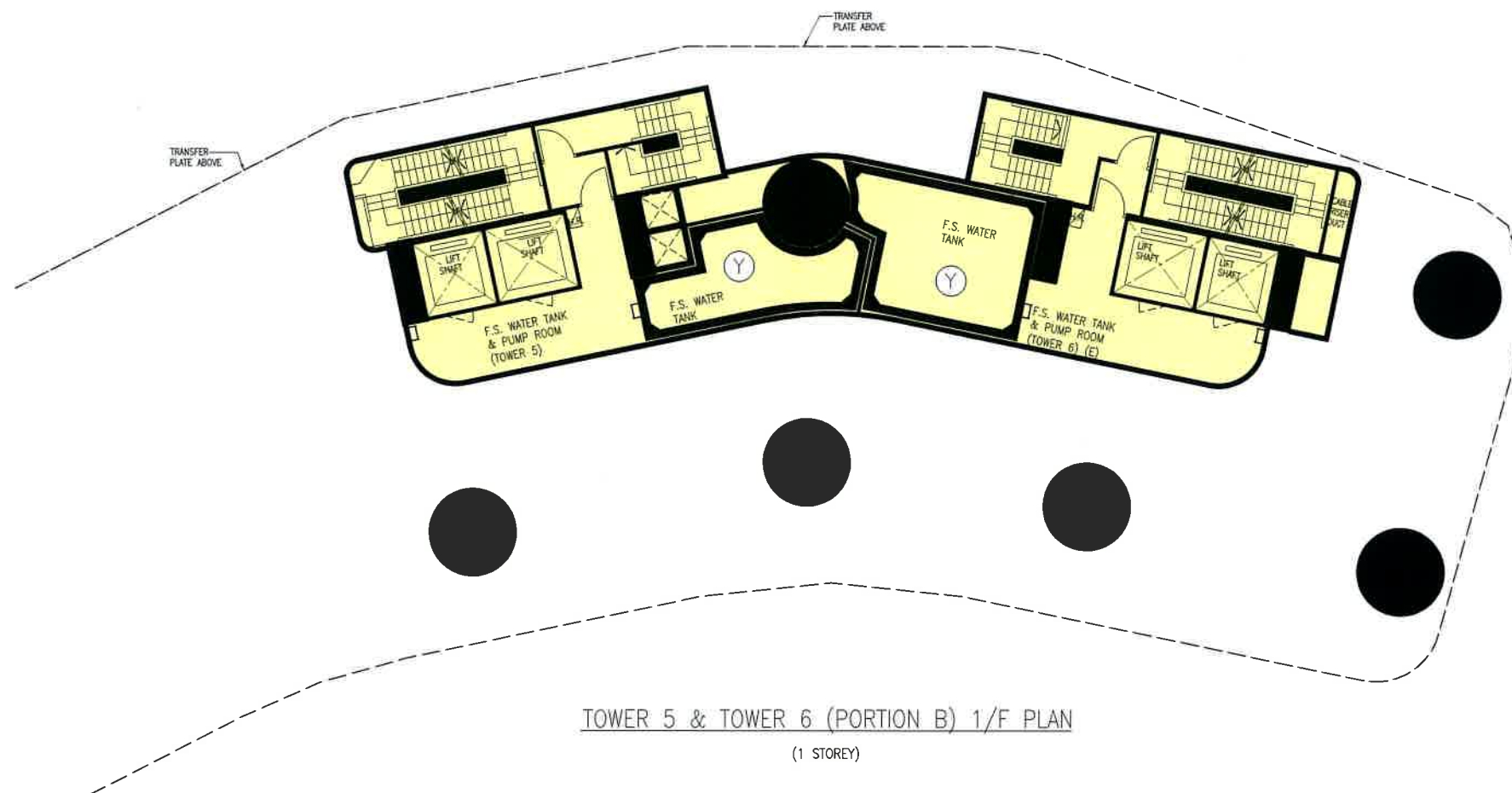
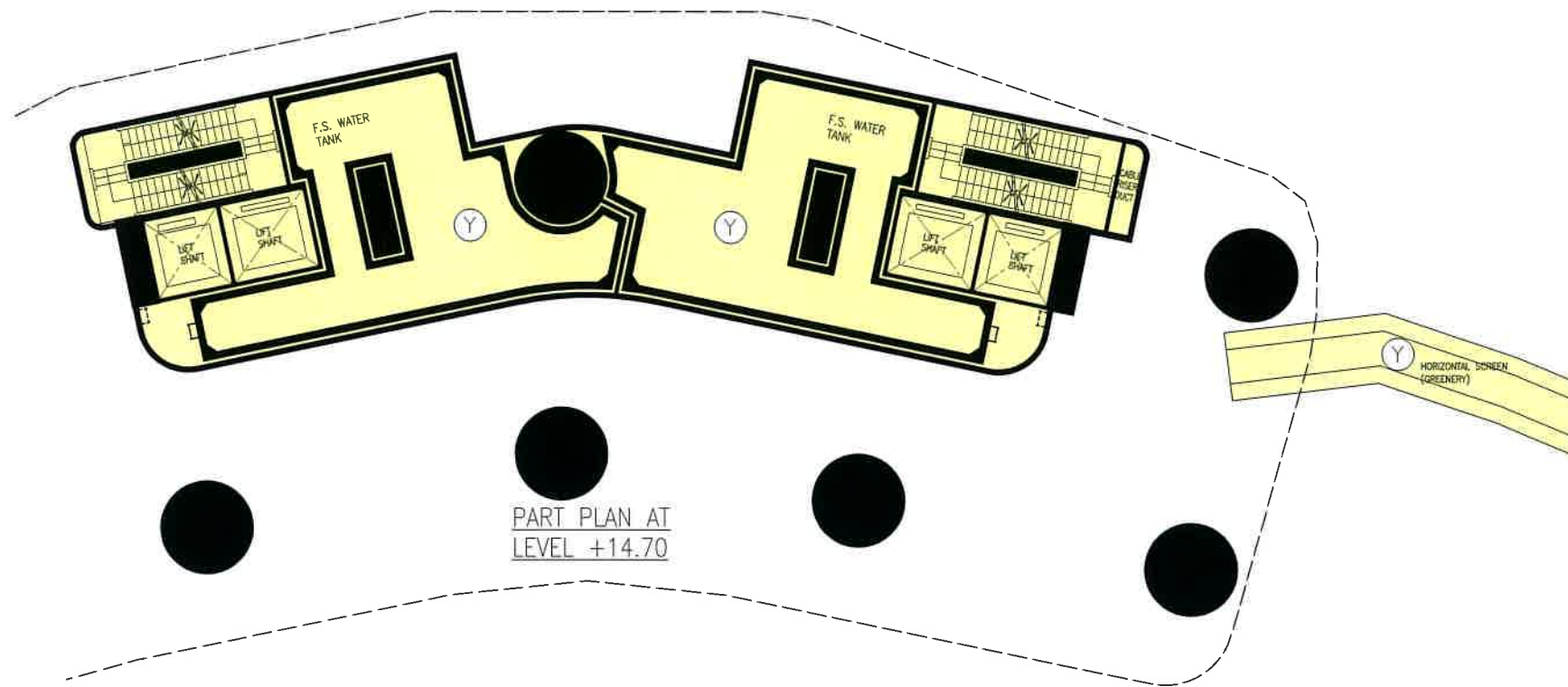
YELLOW – RESIDENTIAL COMMON AREAS

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person

FOR IDENTIFICATION
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18/F, 14 Takoo Wan Road, Takoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-033	REV. NO. (05)
	TITLE: PHASE 2 TOWER 3 (3A & 3B)	DATE: 07 JAN. 2021	SCALE: 1 : 200



LEGEND:



YELLOW - RESIDENTIAL COMMON AREAS

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person

FOR IDENTIFICATION
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS



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T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:
PROPOSED COMPREHENSIVE RESIDENTIAL
DEVELOPMENT AT R.P. OF NKIL No.6549
OFF HING WAH STREET WEST,
CHEUNG SHA WAN, KOWLOON.

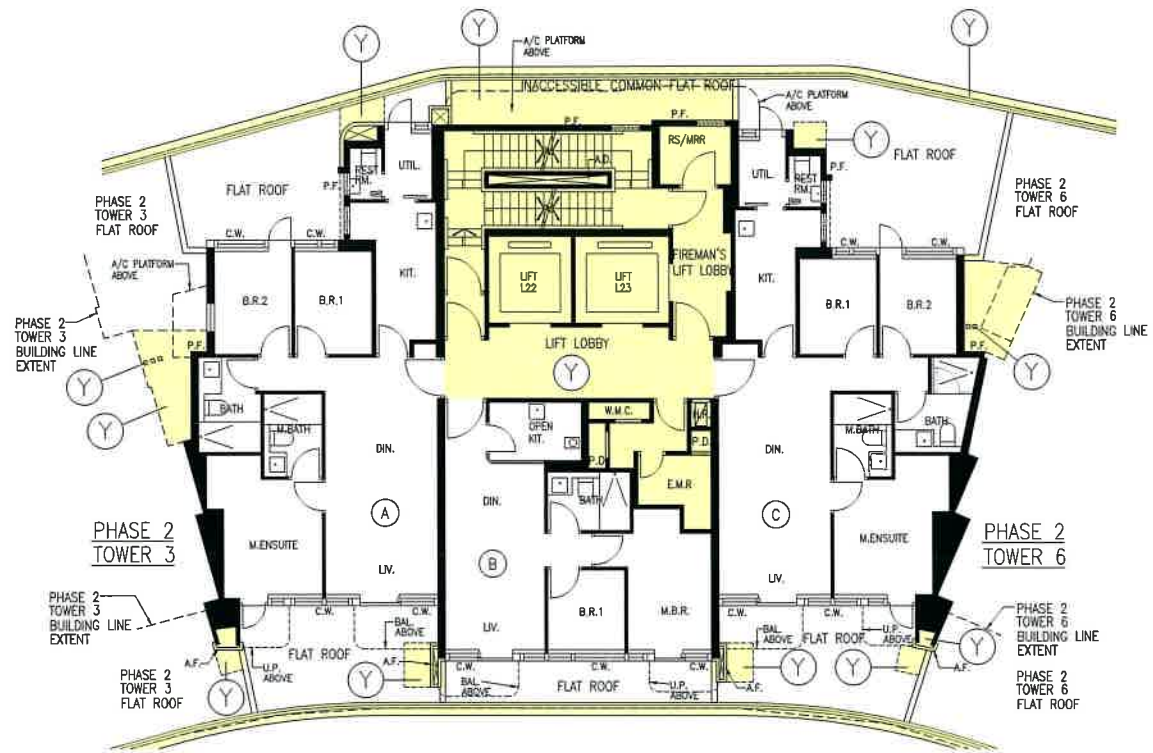
TITLE:
PHASE 2 TOWER 5 & TOWER 6

DRAWING NO.
DMC-034

REV. NO.
(05)

DATE:
07 JAN. 2021

SCALE:
1 : 200



PHASE 2 TOWER 5 2/F PLAN
(1 STOREY)

LEGEND:




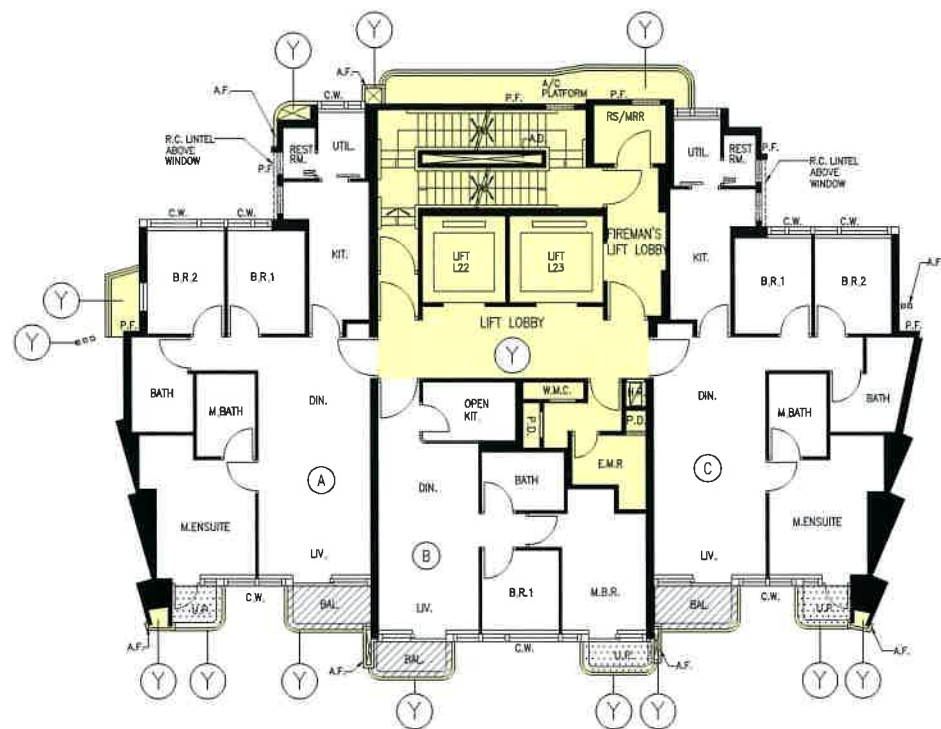
YELLOW - RESIDENTIAL
COMMON AREAS

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person

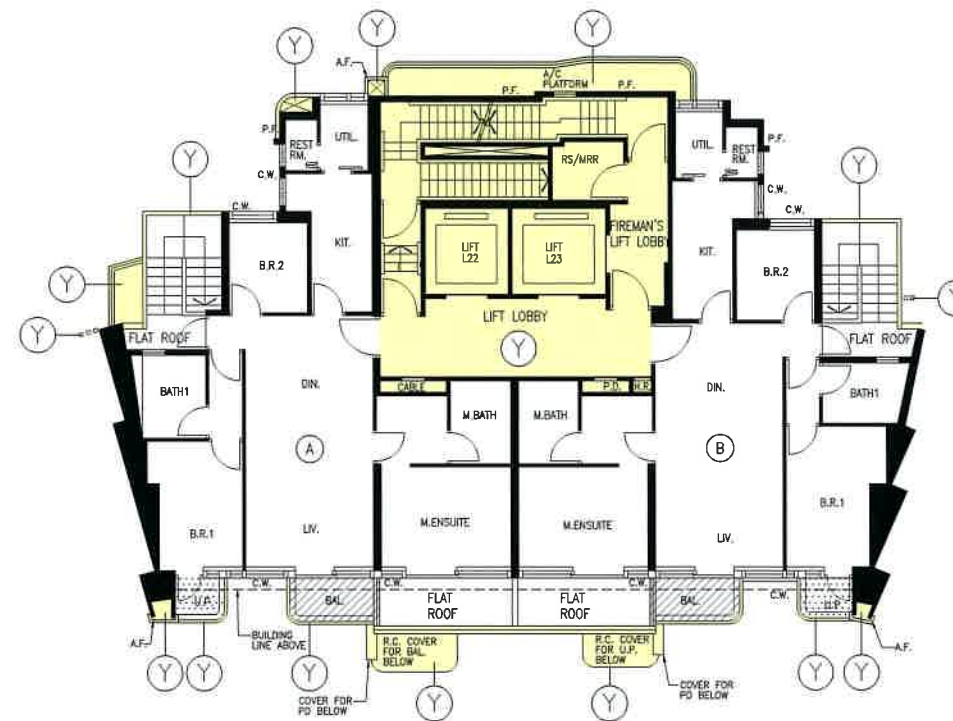
FOR IDENTIFICATION
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18/F, 14 Taikee Wan Road, Taikee Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-035	REV. NO. (05)
	TITLE: PHASE 2 TOWER 5	DATE: 07 JAN. 2021	SCALE: 1 : 200



PHASE 2 TOWER 5 TYPICAL FLOOR PLAN




3/F-28/F (22 STOREYS)
(FLOOR Nos. 4, 13, 14, 24 NOT USED.)




PHASE 2 TOWER 5 29/F PLAN

(1 STOREY)

LEGEND:

-  YELLOW - RESIDENTIAL COMMON AREAS
-  HATCHED BLACK - BALCONY
-  STIPPLED BLACK - UTILITY PLATFORM

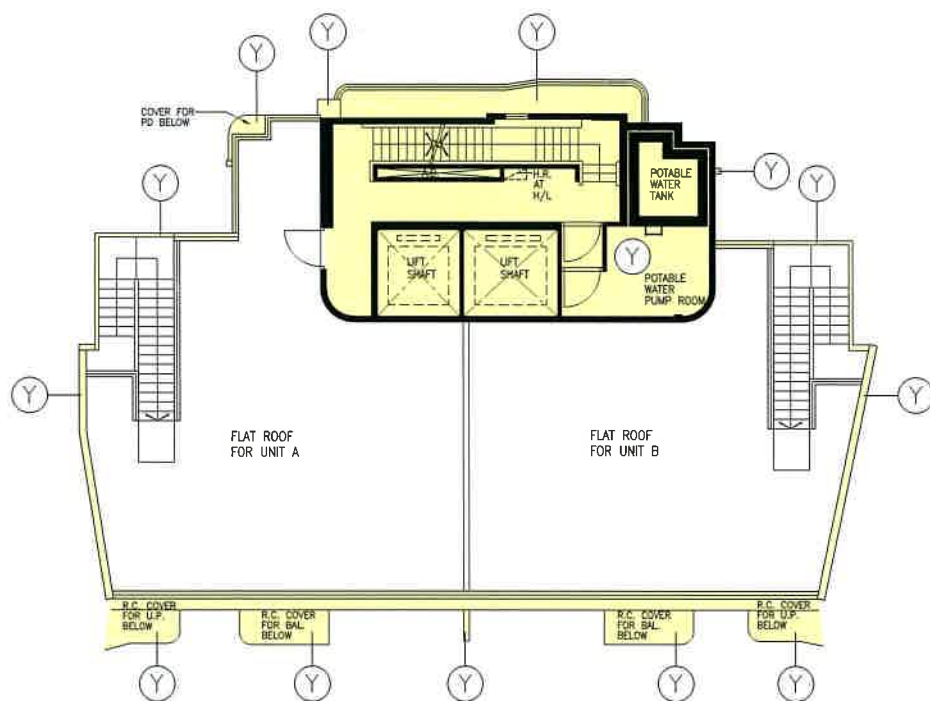
FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18/F, 14 Taikee Wan Road, Taikee Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-035A	REV. NO. (03)
	TITLE: PHASE 2 TOWER 5	DATE: 03 DEC. 2020	SCALE: 1 : 200

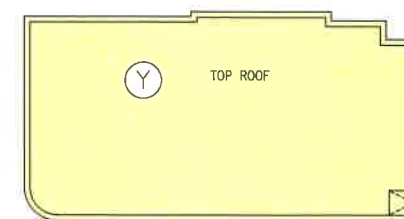
I hereby certify the accuracy of this plan.



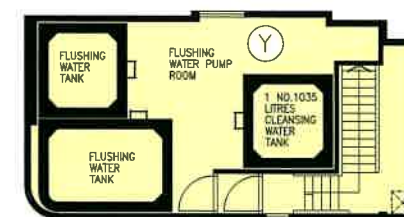
WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person



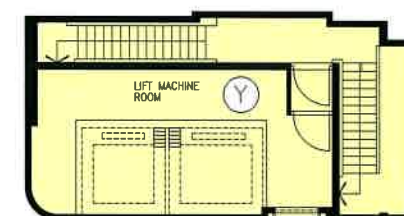
PHASE 2 TOWER 5 ROOF PLAN



PHASE 2 TOWER 5 TOP ROOF PLAN



PHASE 2 TOWER 5 UPPER ROOF PLAN



PHASE 2 TOWER 5 LOWER ROOF PLAN

LEGEND:



YELLOW - RESIDENTIAL COMMON AREAS

I hereby certify the accuracy of this plan.

WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person


FOR IDENTIFICATION
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18/F, 14 Taikee Wan Road, Taikee Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-036	REV. NO. (05)
	TITLE: PHASE 2 TOWER 5	DATE: 07 JAN. 2021	SCALE: 1 : 200



PHASE 2 TOWER 6 2/F PLAN
(1 STOREY)

LEGEND:


 YELLOW - RESIDENTIAL COMMON AREAS

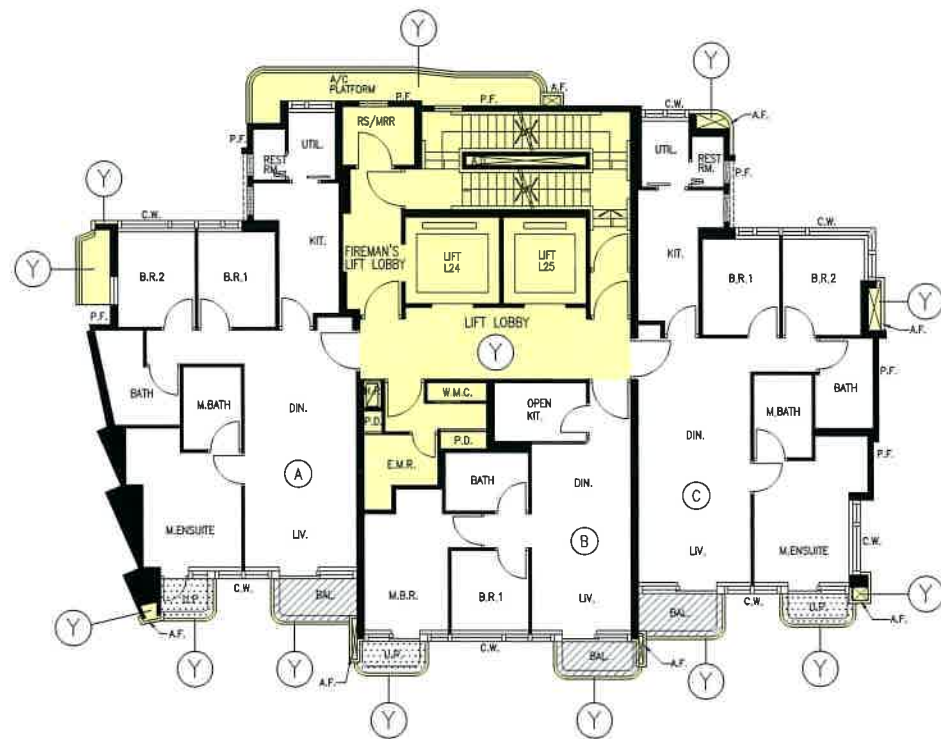
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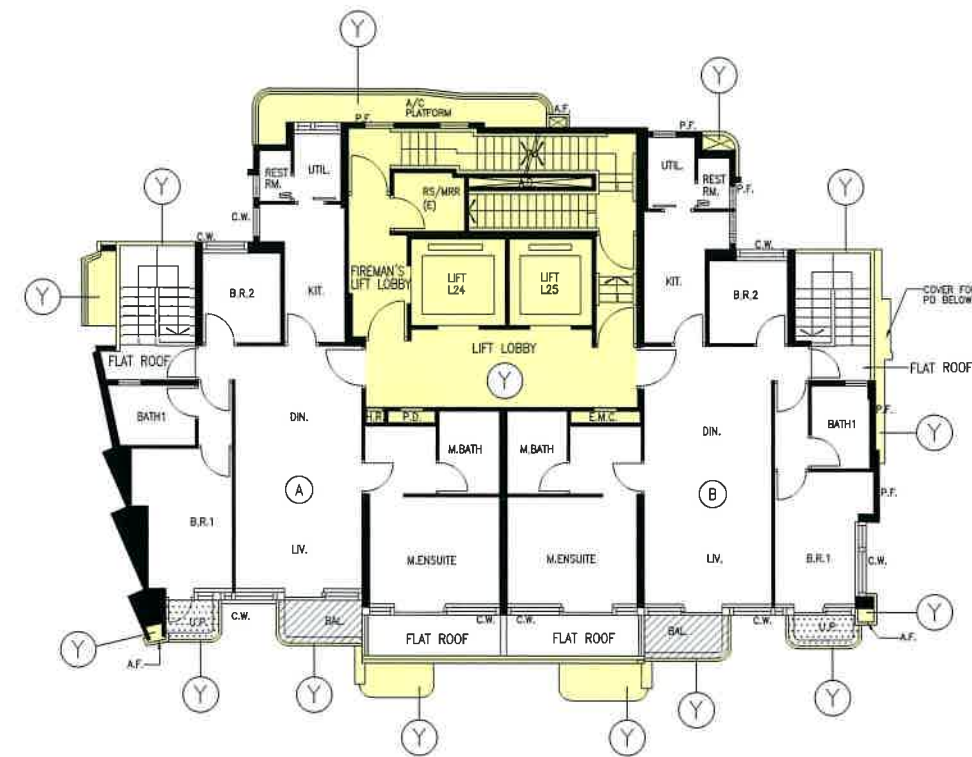
WONG Min Hon Thomas, HKIA
Registered Architect Authorized Person

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PURPOSE ONLY

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	TITLE: PHASE 2 TOWER 6	DATE: 07 JAN. 2021	SCALE: 1 : 200






PHASE 2 TOWER 6 TYPICAL FLOOR PLAN
 3/F - 28/F (22 STOREYS)
 (FLOOR Nos. 4, 13, 14, 24 NOT USED.)




PHASE 2 TOWER 6 29/F PLAN
 (1 STOREY)

LEGEND:

-  YELLOW - RESIDENTIAL COMMON AREAS
-  HATCHED BLACK - BALCONY
-  STIPPLED BLACK - UTILITY PLATFORM

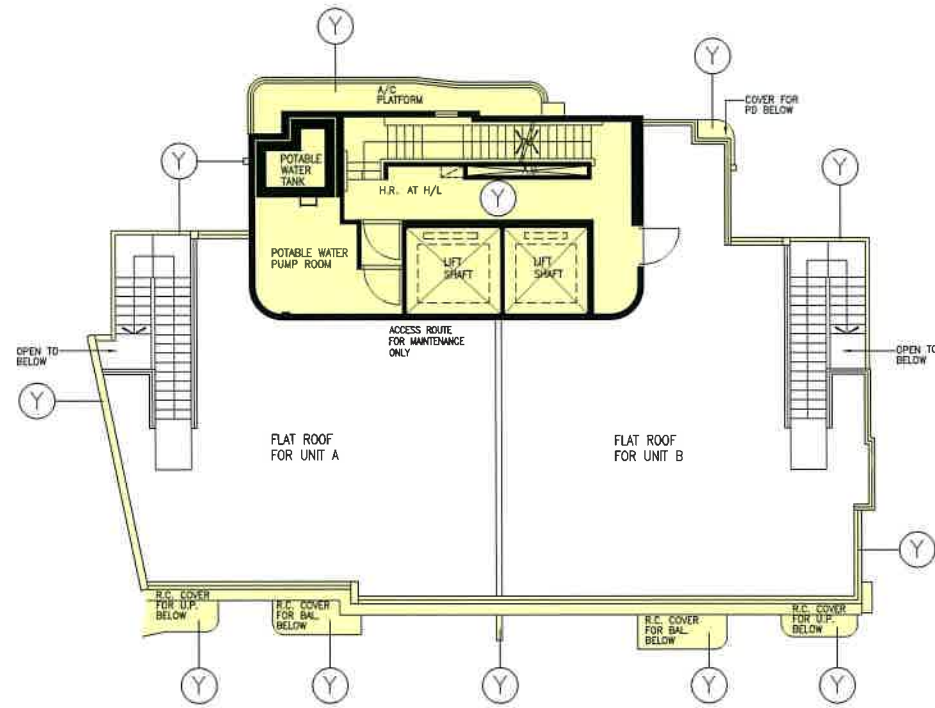
FOR IDENTIFICATION
 PURPOSE ONLY

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	TITLE: PHASE 2 TOWER 6	DATE: 07 JAN. 2021	SCALE: 1 : 200

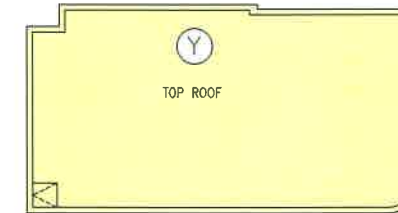
I hereby certify the accuracy of this plan.



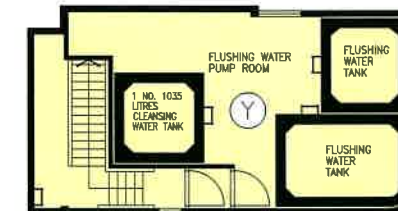
WONG Min Hon Thomas, HKIA
 Registered Architect Authorized Person



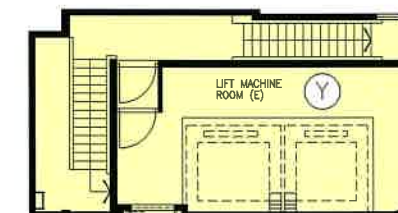
PHASE 2 TOWER 6 ROOF PLAN



PHASE 2 TOWER 6 TOP ROOF PLAN



PHASE 2 TOWER 6 UPPER ROOF PLAN



PHASE 2 TOWER 6 LOWER ROOF PLAN

LEGEND:



YELLOW - RESIDENTIAL COMMON AREAS

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WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS

18/F, 14 Taikee Wan Road, Taikee Shing, Hong Kong
T 852-2803 9868 F 852-2513 1728 www.wongtung.com

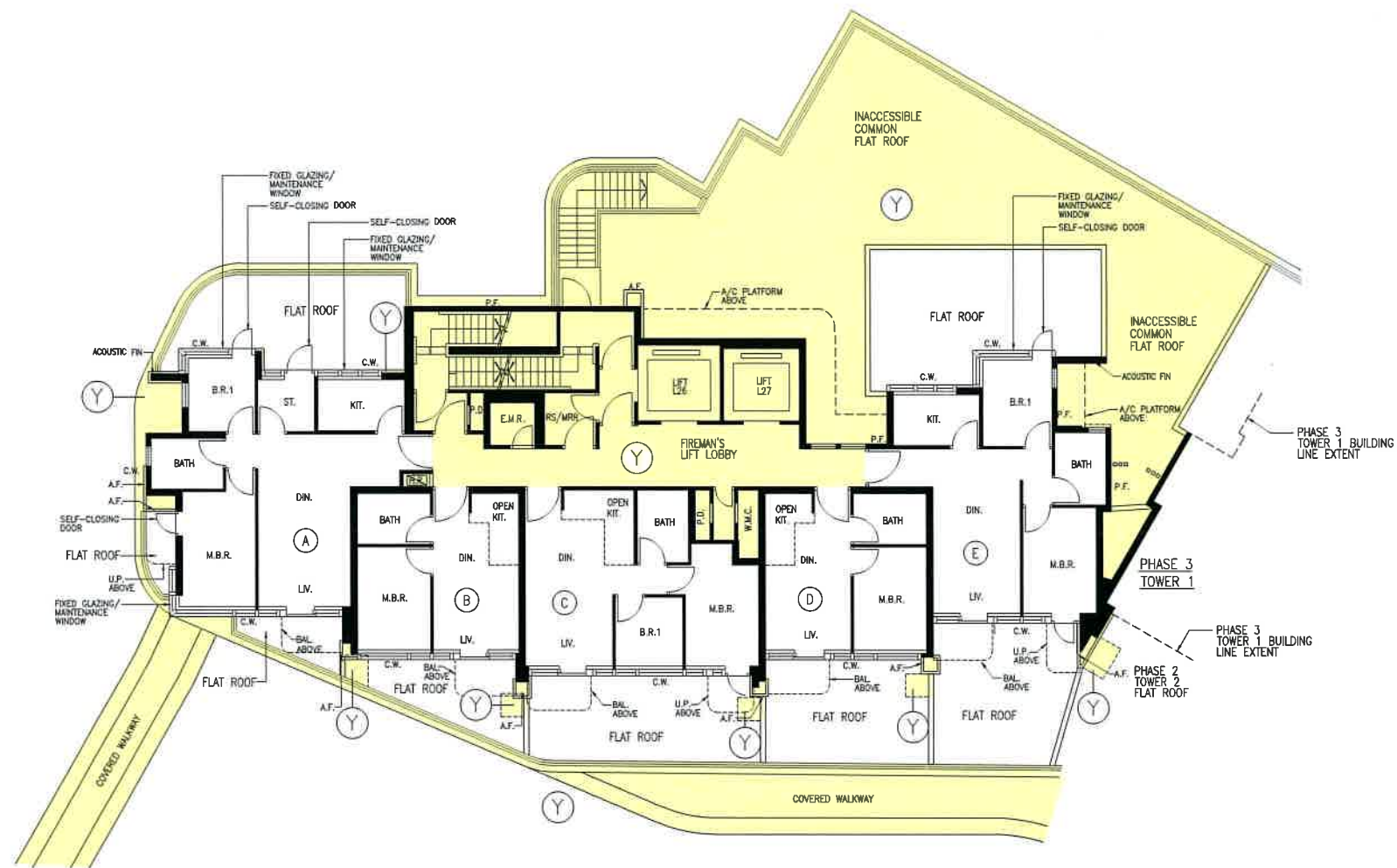
PROJECT:
PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.

TITLE: PHASE 2 TOWER 6

DRAWING NO. DMC-038	REV. NO. (05)
DATE: 07 JAN. 2021	SCALE: 1 : 200

I hereby certify the accuracy of this plan.

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Registered Architect Authorized Person



PHASE 3 TOWER 2 1/F FLOOR PLAN
(1 STOREY)

LEGEND:




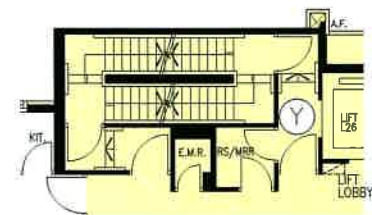
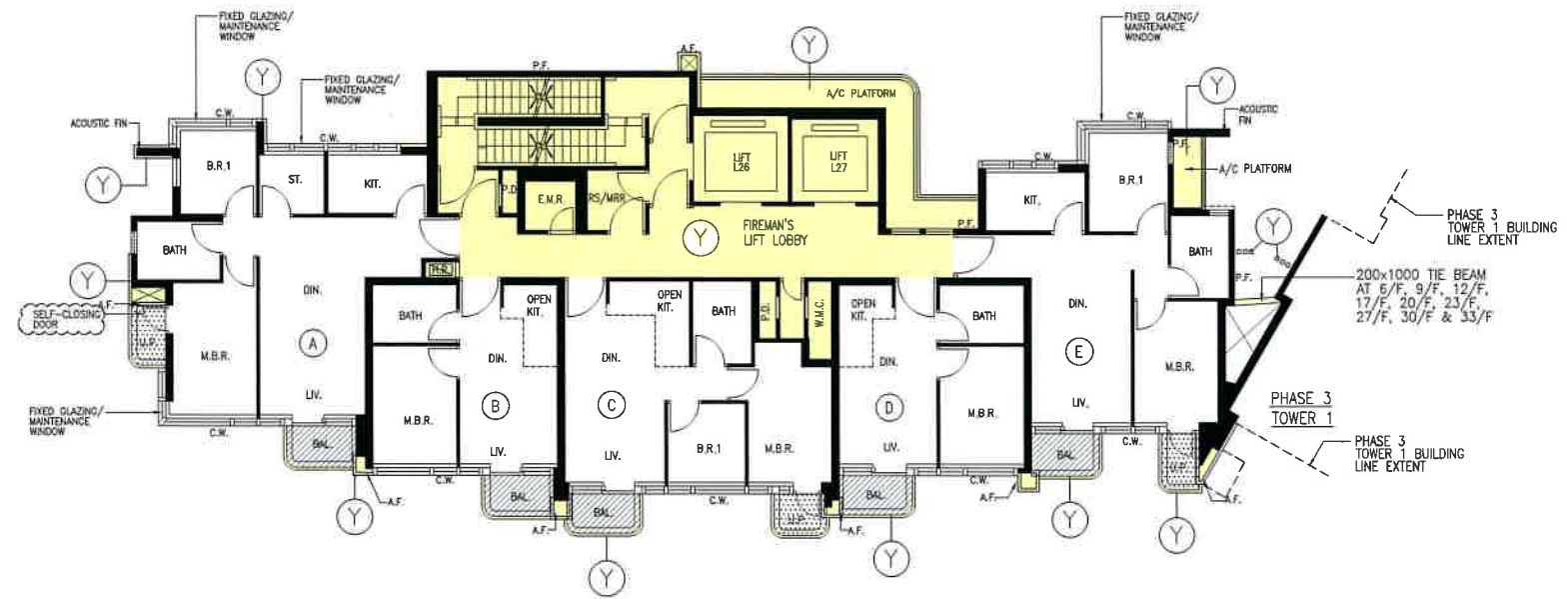
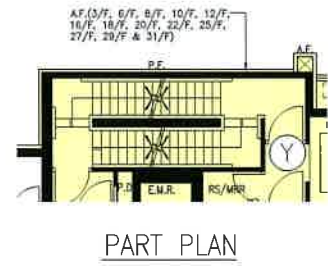
YELLOW - RESIDENTIAL
COMMON AREAS

I hereby certify the accuracy of this plan.

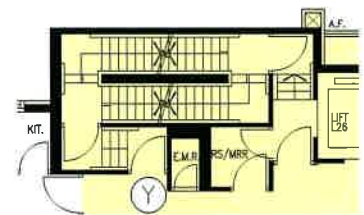
WONG Min Hon Thomas, HKIA
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WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18/F, 14 Tai Kok Wan Road, Tai Kok Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-039	REV. NO. (05)
	TITLE: PHASE 3 TOWER 2	DATE: 07 JAN. 2021	SCALE: 1 : 200



31/F (1 STOREY)






32/F (1 STOREY)

PHASE 3 TOWER 2 2/F-32/F FLOOR PLAN

(27 STOREYS)
(FLOOR Nos. 4, 13, 14, 24 NOT USED.)

LEGEND:


-  YELLOW - RESIDENTIAL COMMON AREAS
-  HATCHED BLACK - BALCONY
-  STIPPLED BLACK - UTILITY PLATFORM

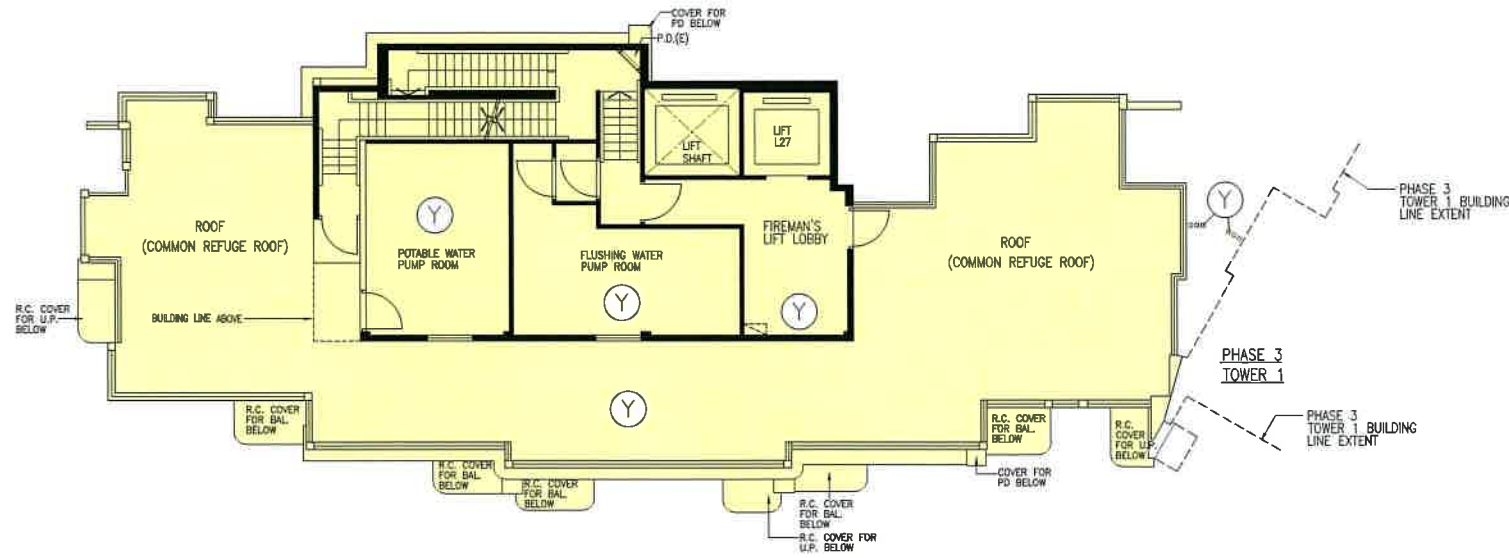
I hereby certify the accuracy of this plan.



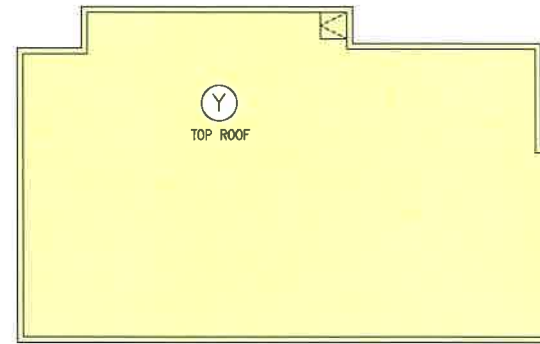
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PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18/F, 14 Talcoo Wan Road, Talcoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-039A	REV. NO. (03)
	TITLE: PHASE 3 TOWER 2	DATE: 07 JAN. 2021	SCALE: 1 : 200



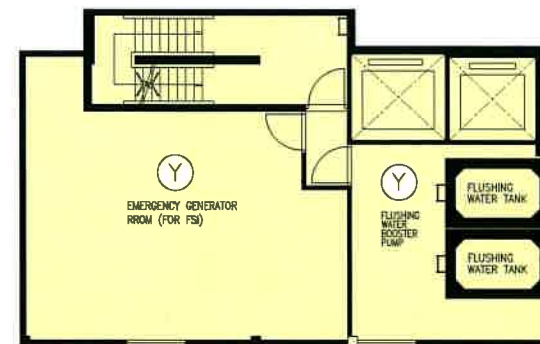
PHASE 3 TOWER 2 ROOF PLAN



PHASE 3 TOWER 2 TOP ROOF PLAN



PHASE 3 TOWER 2 UPPER ROOF PLAN



PHASE 3 TOWER 2 LOWER ROOF PLAN

LEGEND:




INDIGO — ESTATE COMMON AREAS



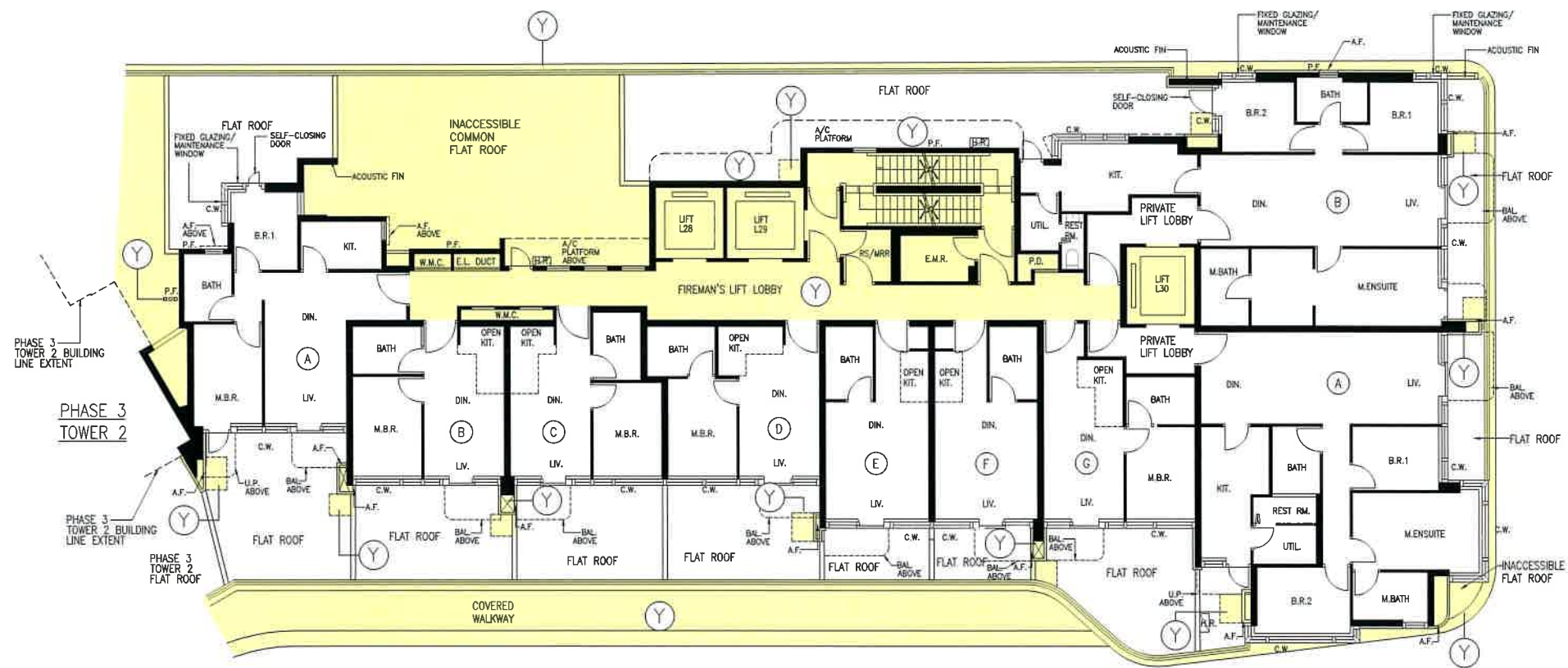
YELLOW — RESIDENTIAL COMMON AREAS

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18/F, 14 Taikee Wan Road, Taikee Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small>	PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.	DRAWING NO. DMC-040	REV. NO. (05)
	TITLE: PHASE 3 TOWER 2	DATE: 07 JAN. 2021	SCALE: 1 : 200


I hereby certify the accuracy of this plan.

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 Registered Architect Authorized Person



PHASE 3 TOWER 1 (1A & 1B) 1/F PLAN
(1 STOREY)

LEGEND:


 YELLOW - RESIDENTIAL COMMON AREAS

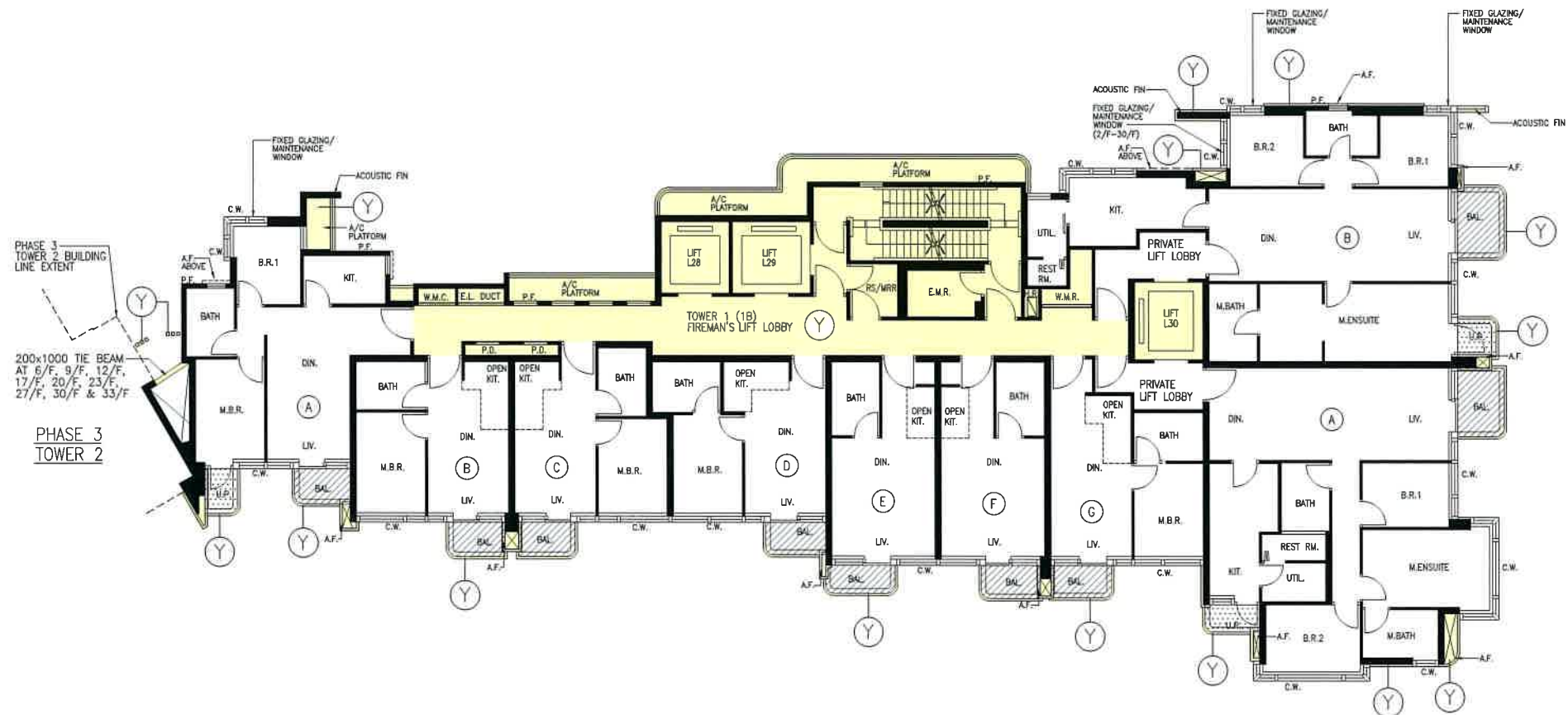
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	TITLE: PHASE 3 TOWER 1 (1A & 1B)	DATE: 07 JAN. 2021	SCALE: 1 : 200




PHASE 3 TOWER 1 (1A & 1B) TYPICAL FLOOR PLAN

2/F-30/F (25 STOREYS)
(FLOOR Nos. 4, 13, 14, 24 NOT USED.)

LEGEND:

-  YELLOW - RESIDENTIAL COMMON AREAS
-  HATCHED BLACK - BALCONY
-  STIPPLED BLACK - UTILITY PLATFORM

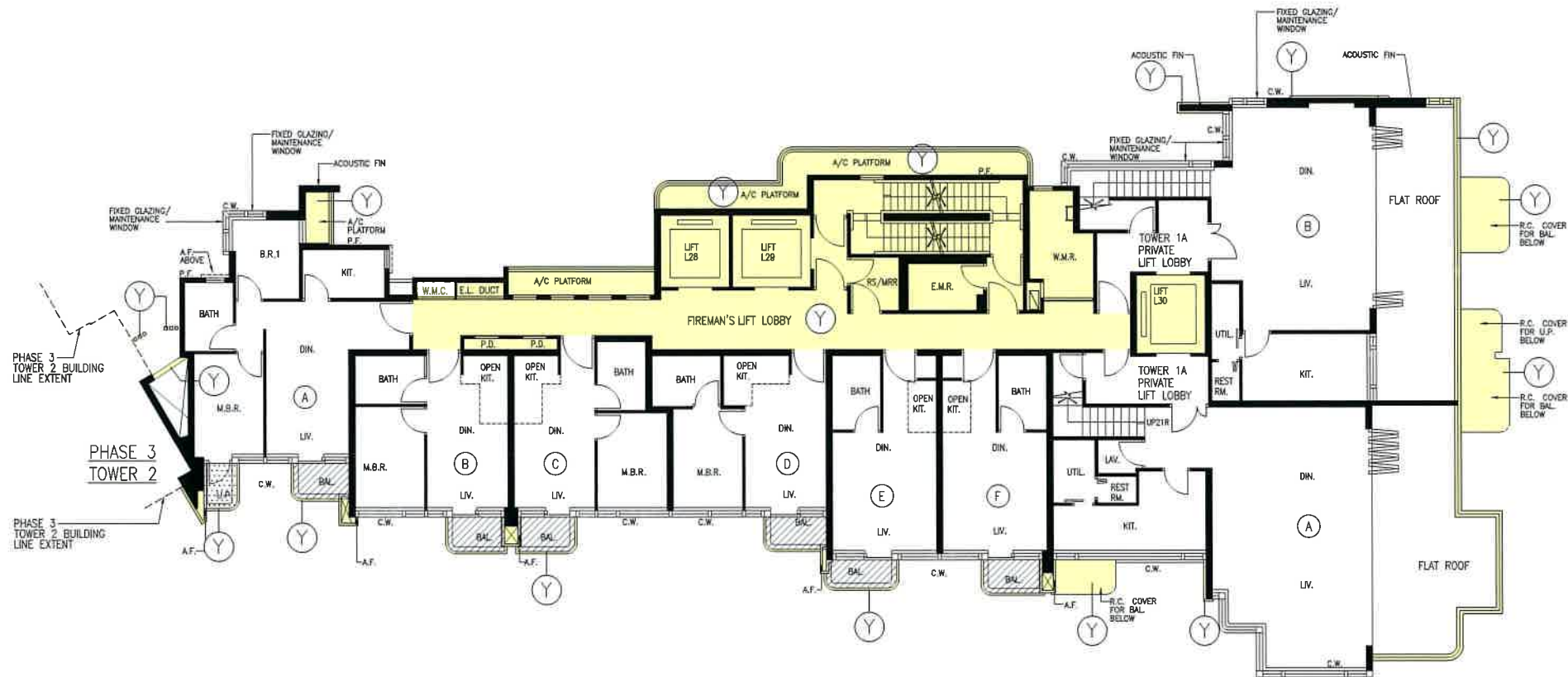
FOR IDENTIFICATION PURPOSE ONLY

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	TITLE: PHASE 3 TOWER 1 (1A & 1B)		DATE: 03 DEC. 2020	SCALE: 1 : 200

I hereby certify the accuracy of this plan.



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Registered Architect Authorized Person



PHASE 3 TOWER 1 (1A & 1B) 31/F PLAN
(1 STOREY)

LEGEND:

- Y YELLOW – RESIDENTIAL COMMON AREAS
- BAL HATCHED BLACK – BALCONY
- U.P. STIPPLED BLACK – UTILITY PLATFORM

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS



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T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:
PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.

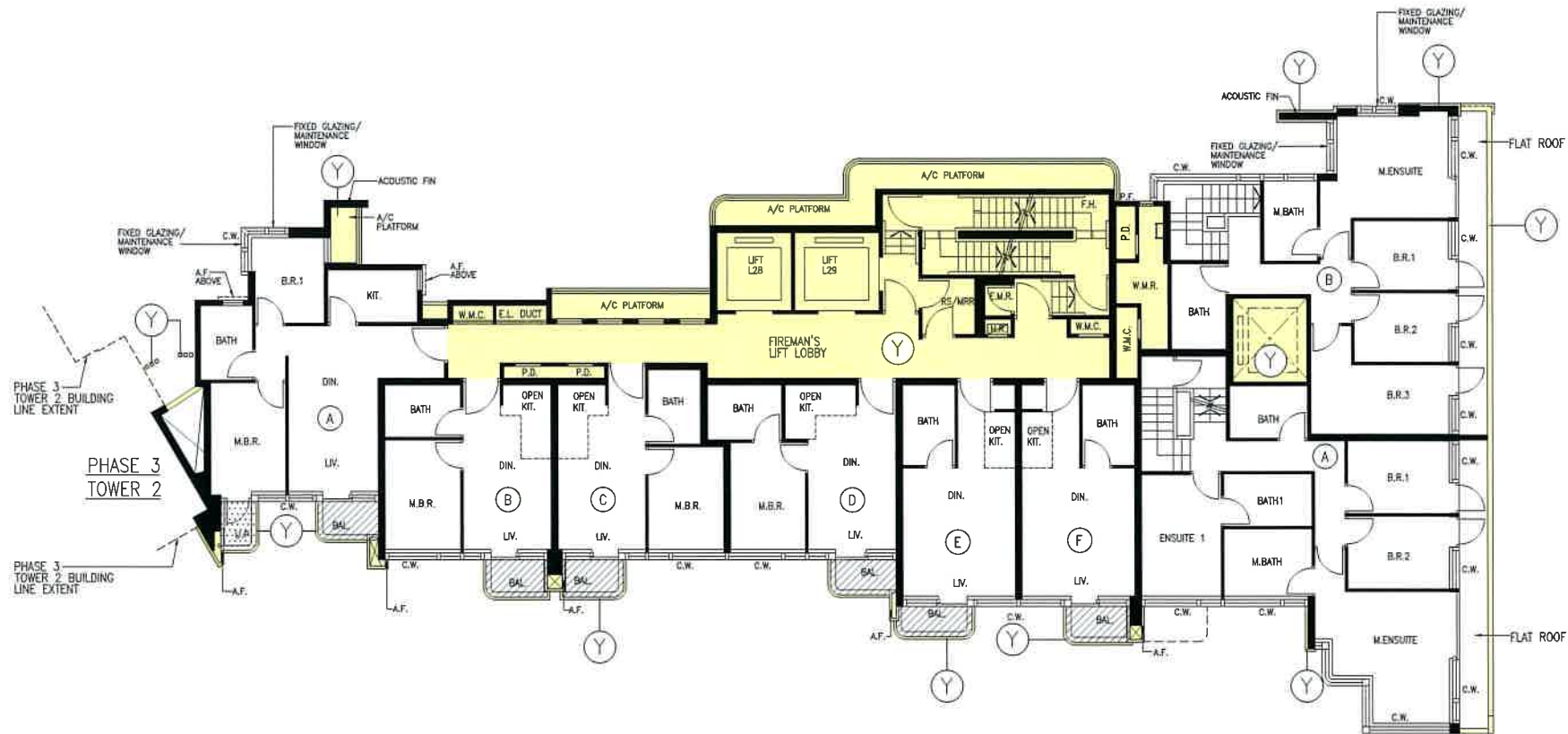
TITLE: PHASE 3 TOWER 1 (1A & 1B)

	DRAWING NO. DMC-042	REV. NO. (05)
DATE: 03 DEC. 2020	SCALE: 1 : 200	

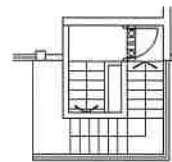
I hereby certify the accuracy of this plan.



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Registered Architect Authorized Person






PHASE 3 TOWER 1 (1A & 1B) 32/F PLAN
(1 STOREY)



PART PLAN OF STAIRCASE


LEGEND:

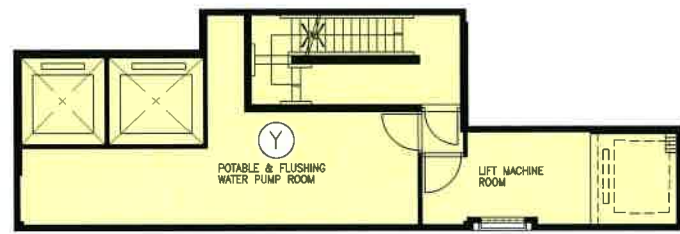
-  YELLOW - RESIDENTIAL COMMON AREAS
-  HATCHED BLACK - BALCONY
-  STIPPLED BLACK - UTILITY PLATFORM

FOR IDENTIFICATION PURPOSE ONLY

I hereby certify the accuracy of this plan.

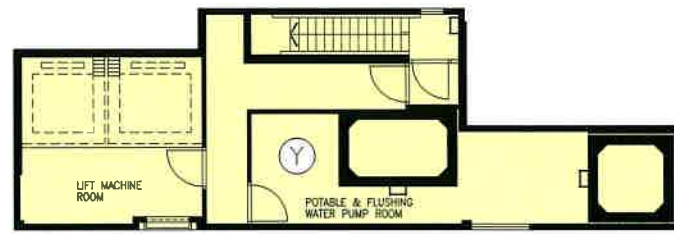
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Registered Architect Authorized Person

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	TITLE: PHASE 3 TOWER 1 (1A & 1B)	DATE: 03 DEC. 2020	SCALE: 1 : 200



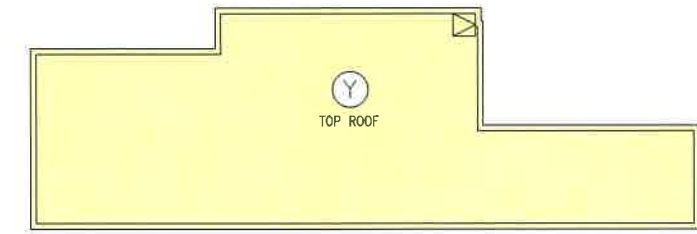
TOWER 1 (1B) TOWER 1 (1A)

PHASE 3 TOWER 1 (1A & 1B) LOWER ROOF PLAN



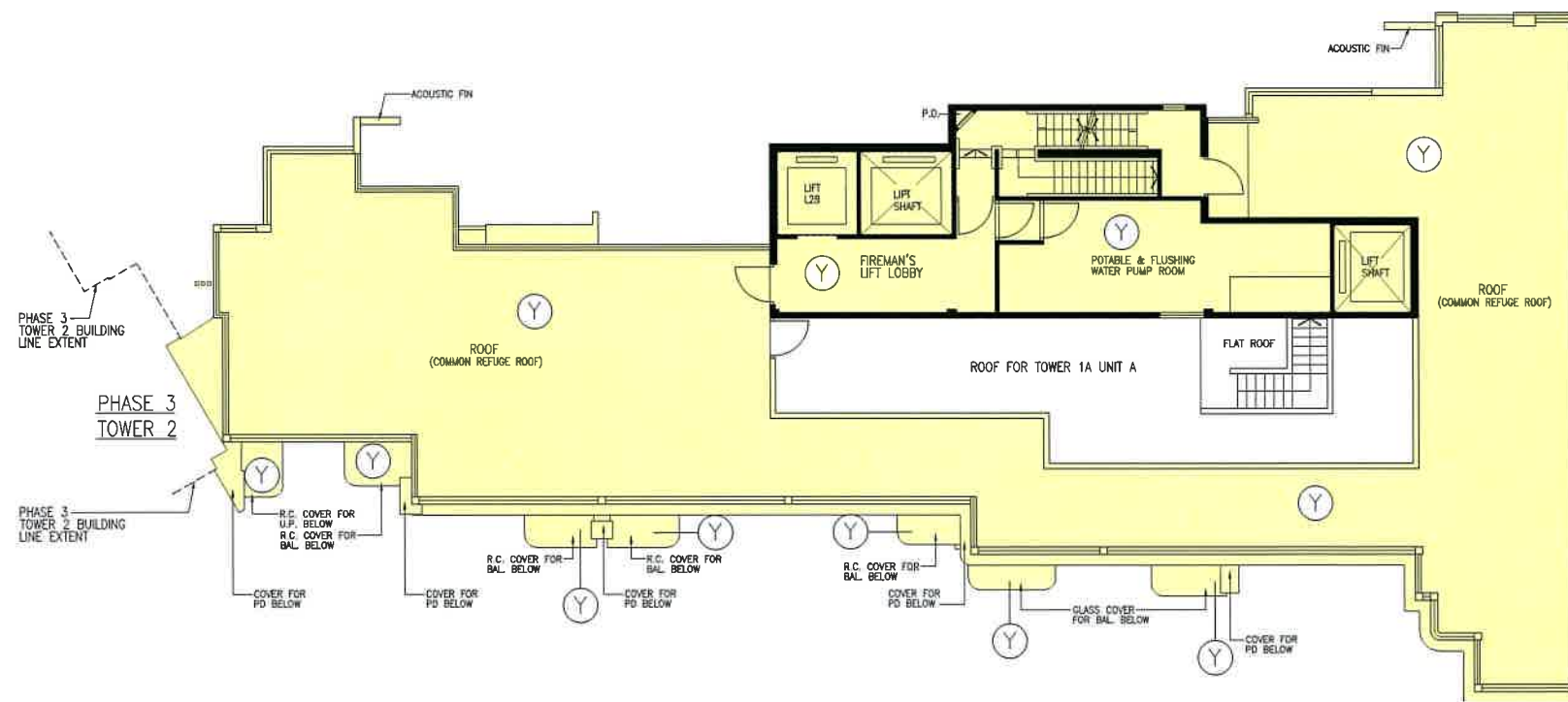
TOWER 1 (1B) TOWER 1 (1A)

PHASE 3 TOWER 1 (1A & 1B) UPPER ROOF PLAN



TOWER 1 (1B) TOWER 1 (1A)

PHASE 3 TOWER 1 (1A & 1B) TOP ROOF PLAN



PHASE 3 TOWER 1 (1A & 1B) ROOF PLAN
(1 STOREY)

LEGEND:

YELLOW - RESIDENTIAL COMMON AREAS

I hereby certify the accuracy of this plan.



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Registered Architect Authorized Person

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PURPOSE ONLY

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	TITLE: PHASE 3 TOWER 1 (1A & 1B)	DATE: 07 JAN. 2021	SCALE: 1 : 200



LEGEND:

- 
 YELLOW DASHED BLACK – GREENERY AREAS (RESIDENTIAL COMMON AREAS) (AREA = 2527.915 m²)
- 
 YELLOW CROSS HATCHED BLACK – COVERED GREENERY AREAS (RESIDENTIAL COMMON AREAS) (AREA = 541.845 m²)

FOR IDENTIFICATION
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
 ARCHITECTS & PLANNERS

18/F, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong
 T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT: PROPOSED COMPREHENSIVE RESIDENTIAL DEVELOPMENT AT R.P. OF NKIL No.6549 OFF HING WAH STREET WEST, CHEUNG SHA WAN, KOWLOON.		DRAWING NO. DMC-045	REV. NO. (04)
TITLE: GREENERY AREA PLAN		DATE: 03 DEC. 2020	SCALE: 1 : 800

I hereby certify the accuracy of this plan.



WONG Min Hon Thomas, HKIA
 Registered Architect Authorized Person