

Dated the 28th day of May 2025

MTR CORPORATION LIMITED
(香港鐵路有限公司)
as the registered owner

and


as the Purchaser

and

MTR CORPORATION LIMITED
(香港鐵路有限公司)
as the Manager

SUB-DEED OF MUTUAL COVENANT
and
MANAGEMENT AGREEMENT
in respect of
SITE D of ABERDEEN INLAND LOT NO.467

Deacons

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SUB-DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT

INDEX

SECTION A : PARTIES AND RECITALS

Date

Parties

Recitals

1. Supplemental
2. Development
3. Allocation of Shares
4. Assignment
5. Purpose of Deed
6. Approval

OPERATIVE PARTS

SECTION B : DEFINITIONS

SECTION C : RIGHTS OF OWNERS

1. Rights attaching to each Share
2. Rights of MTR
3. Rights of Purchaser
4. Disposal Restrictions

SECTION D : OBLIGATIONS OF OWNERS AND POWERS OF MANAGER

1. Owners to comply, liability of Manager and Owners to indemnify the Manager
2. Owners to observe restrictive covenants
3. Management Charges
4. Assignment of Common Areas and Common Services and Facilities
5. Phase 4 Residential Units with open kitchen
6. Curtain walls and casement windows
7. Ownership and maintenance of Non-Common EV Facilities
8. Compliance with Ordinances, etc. in respect of Non-Common EV Facilities
9. Compliance with Ordinances, etc. in respect of EV Facilities for Visitors' Car Parking Spaces in Phase 4
10. Phase 4 Noise Mitigation Measures
11. Electricity supply
12. Maintenance of private hose reels

13. Maintenance of private lift lobby
14. CCTV imaging device

SECTION E : MEETINGS OF THE OWNERS OF PHASE 4

1. Meetings of the Owners
2. Annual Meeting
3. Convening of Meeting
4. Notice
5. Quorum
6. Chairman
7. Minutes
8. Voting
9. Resolutions binding on Owners
10. Accidental omission of notice
11. Resolutions requiring special majority
12. Audit of annual accounts
13. Meetings before completion of Phase 4B

SECTION F : PHASE 4 OWNERS' SUB-COMMITTEE

1. Number of members
2. Quorum
3. Eligibility for appointment
4. Election of members
5. Officers
6. Tenure of office
7. Votes of members
8. Power to make rules
9. Manager to be invited
10. Power to call meeting

SECTION G : PHASE 4 HOUSE RULES

1. Phase 4 House Rules first in force
2. Making and amendment of Phase 4 House Rules
3. Phase 4 House Rules to be posted on notice boards
4. Phase 4 House Rules not adversely affect Government Accommodation

SECTION H : INTERPRETATION AND MISCELLANEOUS

1. Marginal notes, headings and index
2. Plurals and genders
3. Service of notices

FIFTH SCHEDULE PHASE 4 WORKS AND INSTALLATIONS

**SIXTH SCHEDULE PHASE 4 AIR-CONDITIONER PLATFORMS, PHASE 4 BALCONIES AND
PHASE 4 UTILITY PLATFORMS**

EXECUTION

- (a) defining and regulating the rights, interests and obligations of themselves and all subsequent Owners in respect of Phase 4 of the Estate;
- (b) making specific provisions for the management of Phase 4;
- (c) appointing **MTR CORPORATION LIMITED (香港鐵路有限公司)** as the Manager to exercise the powers and perform the duties on its part for the periods and on the terms and conditions herein contained; and
- (d) identifying those parts of Phase 4 which will form part of the Common Areas and the Common Services and Facilities under the Principal Deed.

Approval

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

OPERATIVE PARTS

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

SECTION B

DEFINITIONS

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

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

“Approved Plans” means the building plans for Phase 4 of the Estate approved by the Building Authority and/or the Director as from time to time amended, modified or substituted;

“Authorized Person” means Mr. Ng Kwok Fai of LWK & Partners (HK) Limited, 15/F, North Tower, World Finance Centre, Harbour City, Tsim Sha Tsui, Hong Kong, and any other replacement authorized person for the time being appointed by MTR for Phase 4 of the Estate;

“Deed” means this Deed as amended or varied or supplemented from time to time;

“Estate Common Areas in Phase 4” means those parts of the Estate Common Areas situated within Phase 4 which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, those parts of the Passage Area within Site D and all other common parts specified in Schedule 1 to the Ordinance (if any) within Phase 4 which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase, but excluding the Residential Development Common Areas in Phase 4, the Phase 4 Common Areas, the Phase 4 Residential Common Areas, the Phase 4 Residential Common Areas (for Designated Units Only) and the Phase 4 Car Park Common Areas; and the Estate Common Areas in Phase 4 are for the purpose of identification shown coloured Indigo on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Estate Common Services and Facilities in Phase 4” means those services and facilities forming parts of the Estate Common Services and Facilities in, on or under Phase 4 and which serve the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, sewers, gutters, drains,

pipes and ducts; lighting, wires, cables, electrical installations, fittings, equipment and apparatus; and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities and other ancillary facilities installed in or serving the Estate Common Areas in Phase 4 but excluding the Residential Development Common Services and Facilities in Phase 4, the Phase 4 Common Services and Facilities, the Phase 4 Residential Common Services and Facilities, the Phase 4 Residential Common Services and Facilities (for Designated Units Only) and the Phase 4 Car Park Common Services and Facilities;

“EV Facilities for Visitors’ Car Parking Spaces in Phase 4”

means all such EV Facilities for Visitors’ Car Parking Spaces installed or to be installed within the Phase 4 Car Park for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and parking at the Visitors’ Car Parking Spaces in Phase 4 and such facilities shall include, but not limited to, such wires, cables, ducts, trunking, electric meters, base boxes, socket outlets, locks, covers and other security and/or protective devices, charging station, payment device, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

“Fire Safety Management Plan”

means the fire safety management plan and measures relating to the Phase 4 Residential Units with open kitchen design required to be implemented by the Buildings Department and the Fire Services Department and any addition or variation thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department and any other relevant Government authority;

“First Assigned Premises”

means all those 454 equal undivided 4,774,444th parts or shares of and in the Land and the Development together with the sole and exclusive right to the use, occupation and enjoyment of [REDACTED] of Phase 4A of Phase 4 (LA MONTAGNE (海盈山)) of the Development;

“Management Units”

means the Management Units attributable to the Phase 4 Car Parking Spaces and the Phase 4 Residential Units as set out in Part II of the First Schedule;

“Non-Common EV Facilities”

means such facilities installed or to be installed within the Phase 4 Car Park forming part of and exclusively serving a Phase 4 Car Parking Space for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and parking at such Phase 4 Car Parking Space; such facilities shall include, but not limited to, such wires, cables, ducts, trunking, electric meters, base boxes, socket outlets, locks, covers and such other security and/or protective devices, equipment, apparatus and

such other electrical or other installations or otherwise for or in relation to such purpose;

“Pedestrian Link in Phase 4”

means those parts of the Pedestrian Link provided or to be provided in Site D which are for the purpose of identification shown by Pink Dotted Lines (certified as to their accuracy by the Authorized Person) on the plans annexed hereto;

“Phase 4”

means that part of the Estate constructed on Site D of the Land now known as “LA MONTAGNE (海盈山)” which consists of (i) “**Phase 4A**” (which is shown as “Phase 1 OP” on the phasing plans approved by the Building Authority and for identification purpose only is shown and demarcated in Red on the phasing plans certified as to their accuracy by the Authorized Person and annexed hereto) comprising the Phase 4 Residential Units in Tower 2 (2A & 2B), the Phase 4 Car Park, the Phase 4 Recreational Areas and Facilities and part of the Common Areas and the Common Services and Facilities in Phase 4, (ii) “**Phase 4B**” (which is shown as “Phase 2 OP” on the phasing plans approved by the Building Authority and for identification purpose only is shown and demarcated in Green on the phasing plans certified as to their accuracy by the Authorized Person and annexed hereto) comprising the Phase 4 Residential Units in Tower 1 (1A, 1B & 1C) and part of the Common Areas and the Common Services and Facilities in Phase 4 and (iii) the remaining part of Phase 4 (which is for identification purpose only shown and demarcated in Yellow on the phasing plans certified as to their accuracy by the Authorized Person and annexed hereto) (“**the Remaining Part of Phase 4**”) comprising part of the Common Areas and the Common Services and Facilities in Phase 4;

“Phase 4 Air-conditioner Platform”

means each of the areas for air-conditioning provided on Phase 4 Balconies or Phase 4 Utility Platforms forming part of a Phase 4 Residential Unit specified in the Sixth Schedule hereto and the Phase 4 Air-conditioner Platforms are for the purpose of identification marked “ACP” on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Phase 4 Balcony”

means each of the Balconies forming part of a Phase 4 Residential Unit specified in the Sixth Schedule hereto and for the avoidance of doubt includes any glass, light fittings, metal grilles and balustrades and other materials enclosing the balcony, the handrails of the balcony and the plaster of and the finishes of the ceiling of the balcony below the concrete slab and any other fixtures at the balcony; the Phase 4 Balconies are for the purpose of identification shown Cross-hatched Blue and marked “BAL.” on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Phase 4 Car Park”

means that part of the Car Park within Phase 4 indicated on the Approved Plans for the parking of motor vehicles or motor cycles licensed under

the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and belonging to the residents of the Residential Development, or their bona fide guests, visitors or invitees, and includes areas intended for the common use and benefit of the Owners, occupiers and licensees of such part of the Car Park within Phase 4, and for the avoidance of doubt, also includes the Visitors' Car Parking Spaces in Phase 4;

**“Phase 4 Car Park
Common Areas”**

means the whole of the Phase 4 Car Park (except those Phase 4 Car Parking Spaces and the Visitors' Car Parking Spaces in Phase 4) intended for the common use and benefit of the Owners, occupiers and licensees of the Phase 4 Car Parking Spaces and the occupiers and licensees of the Visitors' Car Parking Spaces in Phase 4 including, but not limited to, driveways, ramps, protected lobbies, corridors, staircases, electrical meter rooms, electrical rooms, fan rooms, electric vehicle charger cabinets, inaccessible voids and landings and all other common parts specified in Schedule 1 to the Ordinance (if any) within the Phase 4 Car Park which are intended for the common use and benefit of the Owners, occupiers and licensees of the Phase 4 Car Parking Spaces and the occupiers and licensees of the Visitors' Car Parking Spaces in Phase 4 but excluding the Estate Common Areas in Phase 4, the Residential Development Common Areas in Phase 4, the Phase 4 Common Areas, the Phase 4 Residential Common Areas and the Phase 4 Residential Common Areas (for Designated Units Only); and the Phase 4 Car Park Common Areas are for the purpose of identification shown coloured Green on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

**“Phase 4 Car Park
Common Services and
Facilities”**

means those services and facilities in on or under Phase 4 and which serve the Phase 4 Car Park as a whole including, but not limited to, plant and machinery, barriers and water supply apparatus; sewers, gutters, drains, pipes and ducts; pumps, tanks; lighting, wires, cables, electrical installations, fittings, equipment; fire protection and fire fighting services; ventilation and fans but excluding the Estate Common Services and Facilities in Phase 4, the Residential Development Common Services and Facilities in Phase 4, the Phase 4 Common Services and Facilities, the Phase 4 Residential Common Services and Facilities and the Phase 4 Residential Common Services and Facilities (for Designated Units Only);

**“Phase 4 Car Parking
Space”**

means a Unit situated in the Phase 4 Car Park provided pursuant to Special Condition Nos.(68)(a)(i) and (68)(d)(i)(I) of the Government Grant for the purpose of parking of motor vehicle or motor cycle licensed under the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and belonging to a resident of the Residential Development or his bona fide guest, visitor or invitee, and for the avoidance of doubt, includes the Non-Common EV Facilities (if any) exclusively serving such Unit;

“Phase 4 Common Areas”

means those parts of Phase 4 which are intended for use by the Owners of more than one constituent parts of Phase 4, namely the Phase 4 Car Park and the Phase 4 Residential Development and not for the sole benefit of the Owners of only one constituent part including, but not limited to, the management office provided under Special Condition No.(56)(a) of the Government Grant, pantry, universal accessible toilet, management office (manager room), management office (meeting room), fire services water tank, fire services transfer tanks, fire services plant room, fire services check meter cabinets, fireman’s lift lobbies, pipe ducts, vent ducts, electrical duct, hose reels, protected lobbies, staircases and landings, electrical rooms, air-conditioning plant rooms, main telecommunications and broadcasting equipment room, check meter cabinets, water meter cabinet, master water meter room, fire services inlets, sprinkler inlets, fuel tank room, high voltage switch rooms, drencher inlets, drencher transfer tanks, sprinkler transfer tank, sprinkler tanks, flushing water tanks, potable water tanks, sprinkler control valve and drencher control valve cabinets, fire shutters, driveways, emergency generator room, telephone cable riser duct room, low voltage switch rooms, potable and flushing water pump room, fire control centre, Hong Kong Electric Company transformer rooms, storm water terminal manhole ducts, drencher transfer pump room, potable flushing and cleansing water pump room, potable flushing irrigation and cleansing water pump room, electrical riser ducts, sump pump panel cabinets, fire services water pump room, drencher water pump room, fire services water pump room and sprinkler pump room, inaccessible voids, Towngas duct, Towngas valve chamber, Hong Kong Electric Company high voltage switch room, air-conditioning, sprinkler pump and sprinkler transfer pump room, cable change box and all other common parts specified in Schedule 1 to the Ordinance (if any) within Phase 4 not used for the sole benefit of the Owners of any one constituent part of Phase 4 only but excluding the Estate Common Areas in Phase 4, the Residential Development Common Areas in Phase 4, the Phase 4 Residential Common Areas, the Phase 4 Residential Common Areas (for Designated Units Only) and the Phase 4 Car Park Common Areas; and the Phase 4 Common Areas are for the purpose of identification shown coloured Orange on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Phase 4 Common Services and Facilities”

means those services and facilities constructed or to be constructed in on or under Phase 4 and which serve more than one constituent parts of Phase 4, namely the Phase 4 Car Park and the Phase 4 Residential Development including, but not limited to, sewers, gutters, drains, pipes and ducts; pumps, tanks and sanitary fittings; lighting, wires, cables, electrical installations, fittings, equipment and apparatus; communal aerial distribution and associated equipment; fire protection and fire fighting systems, equipment and apparatus; security systems, equipment and apparatus; refuse disposal equipment; lifts, air-conditioners and fans; architectural features and any other installations, systems, plant,

equipment, apparatus, fittings, services and facilities used or installed in or for the benefit of Phase 4 as part of the amenities thereof and not for the sole benefit of any one constituent part of Phase 4 only but excluding the Estate Common Services and Facilities in Phase 4, the Residential Development Common Services and Facilities in Phase 4, the Phase 4 Residential Common Services and Facilities, the Phase 4 Residential Common Services and Facilities (for Designated Units Only) and the Phase 4 Car Park Common Services and Facilities;

“Phase 4 Greenery Areas”

means the greenery areas (including the vertical greenery areas) provided or to be provided pursuant to Special Condition No.(26)(b)(iii) of the Government Grant in Phase 4, and for identification purpose only shown coloured Yellow Stippled Black and by Green Dotted Lines on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Phase 4 House Rules”

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

“Phase 4 Noise Mitigation Measures”

means such acoustic windows (baffle type), acoustic sliding doors, maintenance windows, sliding panels and solid balustrades on transfer plates provided within Phase 4 as approved by the Director of Environmental Protection, and any subsequent amendments thereto (if any) approved by the Director of Environmental Protection;

“Phase 4 Owners’ Sub-Committee”

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

“Phase 4 Recreational Areas and Facilities”

means the reception, entrance foyer, corridor, outdoor swimming pools, pool decks, gymnasiums, spa facilities, sauna, steam, massage room, music room, multimedia room, meeting rooms, female changing room, male changing room, lavatories, universal accessible toilet, lobbies, function rooms, office, games room, games area, children play area, kid’s play area, kid’s play room, co-working area, pantry, stores within Phase 4 and any other recreational facilities erected within Phase 4 pursuant to the provisions of Special Condition No.(55)(a) of the Government Grant which are now or may at any time during the Term be provided only for the benefit of the residents of the Phase 4 Residential Development and their bona fide visitors, all of which shall form part of the Private Recreational Facilities;

“Phase 4 Residential Common Areas”

means those parts of the Phase 4 Residential Development intended for the common use and benefit of the Owners, occupiers and licensees of the Phase 4 Residential Development including, but not limited to, the external walls of the Podium Floor and above of the buildings erected on Phase 4 (including curtain walls or any part thereof (including the window frames, glass panels, hinges, locks, handles, cast-in anchors,

gasket, window sealant and such other components of the curtain walls, the non-openable windows therein or thereto and window frames, glass panels, cast-in anchors, gasket, window sealant and such other components of such non-openable windows but excluding all openable windows installed therein and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows) and non-structural prefabricated external walls which are for the purpose of identification shown by Red Dotted Lines on the plans certified as to their accuracy by the Authorized Person and annexed hereto, and any architectural features, grilles, louvers, external finishes and claddings (including those external finishes and claddings of the Phase 4 Air-conditioner Platforms, Phase 4 Balconies and the Phase 4 Utility Platforms and the cladding panels enclosing the exterior pipe ducts)), solid balustrades on transfer plates forming part of the Phase 4 Noise Mitigation Measures, all areas in Site D landscaped in accordance with Special Condition No. (26) of the Government Grant (including the Phase 4 Greenery Areas), the Pedestrian Link in Phase 4, the Phase 4 Wider Common Corridors and Lift Lobbies, the parking space for refuse collection vehicle, the loading and unloading bays provided under Special Condition No.(69)(a)(i) of the Government Grant, the Phase 4 Recreational Areas and Facilities, parts and/or areas within Phase 4 designated for and in connection with the operation of gondola (including gondola landing areas located within gardens or flat roofs of the Phase 4 Residential Units and the flooring and enclosing walls of such gondola landing areas), glass canopy, vertical greenery, management offices (guard rooms), development signage, water meter cabinets, refuse storage and material recovery chamber, entrance lobby, lift lobbies, fireman's lift lobbies, shuttle lift lobbies, service lift lobbies, lifts, lift shafts, lift pits, lift overruns, by pass lobby, protected lobbies, corridors, staircases (including staircase to lift pit) and landings, low voltage sub switch rooms, sub-main low voltage switch room, electrical rooms, filtration plant rooms for water features, flushing and potable water tank and pump room, flushing water tank and pump rooms, potable water tank and pump room, landscaped areas (including covered landscape area), planters, entrance, driveways, covered walkway with green roof (horizontal screen), temporary refuge spaces, exhaust air ducts, green roofs, air-conditioning plinths, pipe wells, vents for pipe wells, fire services water tanks, fire services water tank rooms, flat roofs (common area), top of cladding (common area), hose reels, fire shutters, fire hydrants, extra low voltage rooms, pipe ducts, electrical meter rooms, refuse storage and material recovery rooms, refuge floors, flushing water pump rooms, fan rooms, lift machine rooms, potable water pump rooms, voids, universal accessible toilet, pipe duct rooms, extra low voltage ducts, mail areas, footpaths, water features, light wells, telephone ducts, telephone rooms, electrical riser ducts, electrical ducts, top roofs, covers and roofs of the Phase 4 Air-conditioner Platforms, covers and roofs of the Phase 4 Balconies, covers and roofs of the Phase 4 Utility Platforms, management

office (security control room), fire damper, the access, working spaces and manoeuvring spaces required in Annex 1 of Appendix B of the Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers APP-93 for or in connection with the operation of the CCTV imaging device and/or the carrying out of inspection, maintenance, repair or related works for the external drainage pipes concealed by architectural features, filtration plant room for communal swimming pool (for outdoor swimming pool), surge water tank, metal platform, outdoor pool surge tank, all structural columns (if any) within or appertaining to any Phase 4 Residential Unit and all other common parts specified in Schedule 1 to the Ordinance (if any) within the Phase 4 Residential Development for the common use and benefit of the Owners, occupiers and licensees of the Phase 4 Residential Development but excluding the Estate Common Areas in Phase 4, the Residential Development Common Areas in Phase 4, the Phase 4 Common Areas, the Phase 4 Car Park Common Areas and the Phase 4 Residential Common Areas (for Designated Units Only); and the Phase 4 Residential Common Areas are for the purpose of identification shown coloured Yellow, Yellow Stippled Black and Yellow Cross-hatched Black and by Pink Dotted Lines, Red Dotted Lines and Green Dotted Lines on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

**“Phase 4 Residential
Common Services
and Facilities”**

means those services and facilities in on or under Phase 4 of the Estate and which serve more than one Phase 4 Residential Unit including, but not limited to, gondola and lifting platforms, sewers, gutters, drains, water features, pipes and ducts; pumps, tanks and sanitary fittings; water supply apparatus; lighting, wires, cables, electrical installations, fittings, equipment and apparatus; communal aerial, distribution and associated equipment; fire protection and fire fighting systems, equipment and apparatus; security systems, equipment and apparatus, refuse disposal equipment, lifts, air-conditioners and fans, architectural features but excluding the Estate Common Services and Facilities in Phase 4, the Residential Development Common Services and Facilities in Phase 4, the Phase 4 Common Services and Facilities, the Phase 4 Car Park Common Services and Facilities and the Phase 4 Residential Common Services and Facilities (for Designated Units Only);

**“Phase 4 Residential
Common Areas (for
Designated Units Only)”**

means (i) those parts of the Phase 4 Residential Development intended for the common use and benefit of the Owners, occupiers and licensees of Units A of Tower 1(1A) including, but not limited to, “Lift L1” (being the lift area marked “L1” on the plans annexed hereto), the “T1A-A” lift lobbies on 2nd Floor, 3rd Floor and Podium Floor, the lift shaft for “Lift L1” from 2nd Floor to the lift overrun on the Roof Floor and the lift overrun for “Lift L1” on Roof Floor and all other common parts specified in Schedule 1 to the Ordinance (if any) within the Phase 4 Residential Development which are intended for the common use and benefit of the Owners, occupiers and licensees of Units A of Tower 1(1A)

(collectively, the “**T1A-A Common Areas**”) and (ii) those parts of the Phase 4 Residential Development intended for the common use and benefit of the Owners, occupiers and licensees of Units B of Tower 1(1A) including, but not limited to, “Lift L2” (being the lift area marked “L2” on the plans annexed hereto), the “T1A-B” lift lobbies on 2nd Floor, 3rd Floor and Podium Floor, the lift shaft for “Lift L2” from 2nd Floor to the lift overrun on the Roof Floor and the lift overrun for “Lift L2” on Roof Floor and all other common parts specified in Schedule 1 to the Ordinance (if any) within the Phase 4 Residential Development which are intended for the common use and benefit of the Owners, occupiers and licensees of Units B of Tower 1(1A) (collectively, the “**T1A-B Common Areas**”); but excluding the Estate Common Areas in Phase 4, the Residential Development Common Areas in Phase 4, the Phase 4 Common Areas, the Phase 4 Car Park Common Areas and the Phase 4 Residential Common Areas; and the Phase 4 Residential Common Areas (for Designated Units Only) are for the purpose of identification shown coloured Violet on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Phase 4 Residential Common Services and Facilities (for Designated Units Only)”

means (i) those services and facilities in on or under Phase 4 of the Estate and which serve all Units A of Tower 1(1A) and are not for the sole benefit of any one Unit A of Tower 1(1A) (collectively, the “**T1A-A Common Services and Facilities**”); and (ii) those services and facilities in on or under Phase 4 of the Estate and which serve all Units B of Tower 1(1A) and are not for the sole benefit of any one Unit B of Tower 1(1A) (collectively, the “**T1A-B Common Services and Facilities**”), both (i) and (ii) including, but not limited to, switches, meters, wires, cables, lights, lifts, lift doors, lift call buttons and indicators and manual fire alarm, installations and facilities in the lift control panel, fire warning and fighting equipment, security systems and apparatus but excluding the Estate Common Services and Facilities in Phase 4, the Residential Development Common Services and Facilities in Phase 4, the Phase 4 Common Services and Facilities, the Phase 4 Car Park Common Services and Facilities and the Phase 4 Residential Common Services and Facilities;

“Phase 4 Residential Development”

means that part of the Residential Development comprising the Towers as indicated on the Approved Plans for residential use;

“Phase 4 Residential Unit”

means a Unit including any of the Phase 4 Noise Mitigation Measures within or serving the Unit exclusively, Phase 4 Air-conditioner Platform, Phase 4 Balcony, Phase 4 Utility Platform, garden(s), flat roof(s), roof (including any hose reel(s) and associated manual fire alarm system thereat), stairhood, private lift lobby, and/or air-conditioning plinth(s) appertaining thereto and held with and forming part of such Unit situated in the Phase 4 Residential Development; for the avoidance of doubt it is expressly provided and declared that a Phase 4 Residential Unit shall include (i) all openable windows (including any maintenance windows)

installed in or to any curtain wall enclosing the Phase 4 Residential Unit and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows, (ii) casement windows (whether openable or not) installed in or to any external walls (other than curtain walls) enclosing the Phase 4 Residential Unit and the window frame on such external walls, frames enclosing the glass panels of the casement windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such casement windows, (iii) the plaster and covering of the internal surface of the external walls enclosing the Phase 4 Residential Unit and the plaster and covering of the internal surface of other enclosing walls abutting on the Phase 4 Residential Common Areas or the Phase 4 Residential Common Areas (for Designated Units Only) enclosing such Phase 4 Residential Unit (but not any other part of those walls), (iv) all non-structural and non-load bearing internal partitions and walls and any aluminium wall cladding and aluminium ceiling cladding of such Phase 4 Residential Unit (but in case of a non-structural and non-load bearing Party Wall adjoining two Phase 4 Residential Units only up to the mid point of such Party Wall) and (v) any fire rated resistant wall, smoke detector and fire alarm of the automatic fire detection system, sprinkler pipes and sprinkler heads of the sprinkler system serving such Phase 4 Residential Unit with open kitchen exclusively but shall exclude all structural columns (if any) and structural walls (if any) within or appertaining to the Phase 4 Residential Unit;

“Phase 4 Utility Platform”

means each of the Utility Platforms forming part of a Phase 4 Residential Unit specified in the Sixth Schedule hereto and for identification purpose only as shown Hatched Green and marked “UP.” on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Phase 4 Wider Common Corridors and Lift Lobbies”

means the wider common corridors and lift lobbies provided as green features in Phase 4 pursuant to the Joint Practice Note No.1 of the Buildings Department, the Lands Department and the Planning Department of the Government, and for identification purpose only shown coloured Yellow Cross-hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

“Phase 4 Works and Installations”

means all the Works and Installations in Phase 4 requiring regular maintenance on a recurrent basis including but not limited to those works and installations as set out in the Fifth Schedule hereto;

“Principal Deed”

means the Principal Deed of Mutual Covenant and Management Agreement dated 13th day of December 2022 and registered in the Land Registry by Memorial No.22122801700021 affecting the Land;

**“Residential
Development Common
Areas in Phase 4”**

means those parts of the Residential Development Common Areas situated within Phase 4 which are intended for the common use and benefit of the Owners of the Residential Development in more than one Phase and not for the sole benefit of any Owner or group of Owners of the Residential Development in a Phase including, but not limited to, the Visitors’ Car Parking Spaces in Phase 4, driveways, exit corridor, portion of covered walkway on the Podium Floor, parapet walls, structural walls and columns within or appertaining to the Residential Development in more than one Phase and within Site D and all other common parts specified in Schedule 1 to the Ordinance (if any) within Phase 4 which are intended for the common use and benefit of the Owners of the Residential Development in more than one Phase and not for the sole benefit of any Owner or group of Owners of the Residential Development in a Phase but excluding the Estate Common Areas in Phase 4, the Phase 4 Common Areas, the Phase 4 Residential Common Areas, the Phase 4 Residential Common Areas (for Designated Units Only) and the Phase 4 Car Park Common Areas; and the Residential Development Common Areas in Phase 4 are for the purpose of identification shown coloured Red on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

**“Residential
Development Common
Services and Facilities in
Phase 4”**

means those services and facilities forming parts of the Residential Development Common Services and Facilities in, on or under Phase 4 and which serve the Residential Development in more than one Phase and not for the sole benefit of any Owner or group of Owners of the Residential Development in a Phase including, but not limited to, the EV Facilities for Visitors’ Car Parking Spaces in Phase 4, sewers, gutters, drains, pipes and ducts; pumps, tanks; water supply apparatus; lighting, wires, cables, electrical installations, fittings, equipment and apparatus; fire protection and fighting services; fire-fighting systems, equipment and apparatus; security systems, equipment and apparatus; ventilation and fans and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities and other ancillary facilities installed in or serving the Residential Development Common Areas in Phase 4 but excluding the Estate Common Services and Facilities in Phase 4, the Phase 4 Common Services and Facilities, the Phase 4 Residential Common Services and Facilities, the Phase 4 Residential Common Services and Facilities (for Designated Units Only) and the Phase 4 Car Park Common Services and Facilities;

“Site D”

means the portion or portions or strata or stratum of the Land as shown and marked “SITE D” on Plan Ic annexed to the Government Grant (as may be replaced by the detail boundary plan(s) referred to in Special Condition No.(7) of the Government Grant approved by the Director and registered in the Land Registry from time to time) and referred to in the Government Grant as “Site D”;

“Tower”

means a residential tower block constructed as part of the Phase 4 Residential Development; and

“Visitors’ Car Parking Spaces in Phase 4”

means the Visitors’ Car Parking Spaces in the Phase 4 Car Park provided pursuant to Special Condition No.(68)(a)(iii) of the Government Grant designated for parking of motor vehicles licensed under the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the Residential Development, being the parking spaces for disabled persons provided in Site D pursuant to Special Condition No.(68)(c)(i) of the Government Grant.

SECTION C

RIGHTS OF OWNERS

Rights attaching to each Share

1. Each Share allocated to Phase 4 of the Estate shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal Deed and this Deed be held by the person or persons from time to time entitled thereto together with :

- (a) the full and exclusive right and privilege to hold, use and occupy the Unit designated opposite to it in the First Schedule hereto; and
- (b) the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule hereto;

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

Rights of MTR

2. MTR shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal Deed and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy the whole of Phase 4 together with the appurtenances thereto save and except the First Assigned Premises.

Rights of Purchaser

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

Disposal Restrictions

4. (a) The right to the exclusive use, occupation and enjoyment of any Phase 4 Residential Unit or Phase 4 Car Parking Space or any part thereof shall not be sold, assigned, mortgaged, charged, leased (other than for a term of less than ten (10) years), licensed or otherwise disposed of separately from the Share with which the same is held.

(b) Phase 4 Car Parking Spaces shall not be used for any purpose other than for the purposes of parking of motor vehicles or motor cycles (as the case may be) licensed under the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation and belonging to the residents of the Residential Development or their bona fide guests, visitors or invitees in accordance with the Approved Plans and the Government Grant and in particular the Phase 4 Car Parking Spaces shall not be used for the storage,

display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

SECTION D

OBLIGATIONS OF OWNERS AND POWERS OF MANAGER

Owners to comply

1. (a) The Owners of Units in Phase 4 (including MTR) and the Manager shall at all times hereafter so long as they remain as Owners of any Shares in Phase 4 or the Manager (as the case may be) comply with and shall observe and perform the covenants, provisions, restrictions and prohibitions contained in :

- (i) the Government Grant;
- (ii) the Principal Deed; and
- (iii) this Deed.

Liability of Manager

(b) The Manager, when exercising its right to enter on, into or upon any Unit in Phase 4 in accordance with Clause 2(a) of Part II of the Second Schedule to the Principal Deed, shall repair at its own costs and expense any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager, its employees, agents and contractors.

Owners to indemnify the Manager

(c) Nothing contained in the Principal Deed and this Deed shall exclude the liability of the Manager to the Owners of Units in Phase 4 for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, agents or contractors and no Owner of a Unit in Phase 4 shall be required to indemnify the Manager or its employees, agents or contractors from and against any actions, claims etc. arising out of any act or omission.

Owners to observe restrictive covenants

2. The Owners of a Unit in the Phase 4 Residential Development and the Phase 4 Car Park shall at all times hereafter be bound by and shall observe and perform the covenants, restrictions and prohibitions set out in the Third Schedule hereto insofar as the same are applicable to them.

Management Charges

3. (a) Each Owner of a Unit in Phase 4 shall upon demand pay to the Manager the Management Charges in respect of any Unit owned by him, calculated in accordance with the provisions of Section J of the Principal Deed Provided That in relation to the Phase 4 Residential Common Areas (for Designated Units Only) and the Phase 4 Residential Common Services and Facilities (for Designated Units Only):

- (i) the maintenance and management expenses of the T1A-A Common Areas and the T1A-A Common Services and Facilities shall be borne and contributed by the Owners of Units A of Tower 1(1A) in the proportion that the Management Units attributable to the Units owned by them bears to the total Management

Units allocated to all Units A of Tower 1(1A) only; and

(ii) the maintenance and management expenses of the T1A-B Common Areas and the T1A-B Common Services and Facilities shall be borne and contributed by the Owners of Units B of Tower 1(1A) in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to all Units B of Tower 1(1A) only.

(b) For the avoidance of doubt, the construction costs of uncompleted parts of Phase 4 as at the date of this Deed and the management and maintenance expenses in relation to the Common Areas and the Common Services and Facilities in Phase 4B before MTR assigns any Unit in Phase 4B shall be borne by MTR solely so that the Owners of Units in the completed parts of Phase 4 as at the date of this Deed (i.e. Phase 4A and the Remaining Part of Phase 4) shall not be liable for the payment of any construction costs of uncompleted parts of Phase 4 as at the date of this Deed and any management and maintenance expenses in relation to the Common Areas and the Common Services and Facilities in Phase 4B before MTR assigns any Unit in Phase 4B.

Assignment of Common Areas and Common Services and Facilities

4. (a) MTR shall upon execution of this Deed assign the Shares in those parts of the following Common Areas and Common Services and Facilities in Phase 4A (being (i) parts of the Estate Common Areas in Phase 4 and parts of the Estate Common Services and Facilities in Phase 4, (ii) parts of the Residential Development Common Areas in Phase 4 and parts of the Residential Development Common Services and Facilities in Phase 4, (iii) the Phase 4 Common Areas and the Phase 4 Common Services and Facilities, (iv) parts of the Phase 4 Residential Common Areas and parts of the Phase 4 Residential Common Services and Facilities, (v) parts of the Phase 4 Residential Common Areas (for Designated Units Only) and parts of the Phase 4 Residential Common Services and Facilities (for Designated Units Only), and (vi) the Phase 4 Car Park Common Areas and the Phase 4 Car Park Common Services and Facilities) and the Remaining Part of Phase 4 (being (i) parts of the Estate Common Areas in Phase 4 and parts of the Estate Common Services and Facilities in Phase 4 and (ii) parts of the Residential Development Common Areas in Phase 4 and parts of the Residential Development Common Services and Facilities in Phase 4) together with the said Common Areas and Common Services and Facilities in Phase 4A and the Remaining Part of Phase 4 to the Manager free of costs or consideration to be held by the Manager as trustee for all the Owners and the Manager must assign the said Shares together with the said areas and services and facilities free of costs or consideration to its successor as manager on

termination of its appointment or to the Owners' Corporation (and transfer the management responsibilities thereto) at any time if so required by the Owners' Corporation in which event the Owners' Corporation must hold the same on trust for the benefit of all the Owners.

(b) After completion of Phase 4B (as evidenced by the issue of the Consent to Assign by the Director of Lands for Phase 4B or (if no such Consent to Assign is issued) the issue of the certificate of compliance in respect of the Land by the Director of Lands) and upon assignment of any Unit in Phase 4B by MTR, MTR shall assign the Shares in those parts of the following Common Areas and Common Services and Facilities in Phase 4B (being (i) parts of the Phase 4 Residential Common Areas and parts of the Phase 4 Residential Common Services and Facilities and (ii) parts of the Phase 4 Residential Common Areas (for Designated Units Only) and parts of the Phase 4 Residential Common Services and Facilities (for Designated Units Only)) together with the said Common Areas and Common Services and Facilities in Phase 4B to the Manager free of costs or consideration to be held by the Manager as trustee for all the Owners and the Manager must assign the said Shares together with the said areas and services and facilities free of costs or consideration to its successor as manager on termination of its appointment or to the Owners' Corporation (and transfer the management responsibilities thereto) at any time if so required by the Owners' Corporation in which event the Owners' Corporation must hold the same on trust for the benefit of all the Owners.

**Phase 4 Residential
Units with open kitchen**

5. (a) Each Owner of Phase 4 Residential Units with open kitchen shall in such manner at his sole expense repair maintain and keep in good repair and condition the fire fighting and protection installations in or appertaining to his Phase 4 Residential Unit including but not limited to fire rated resistant wall, smoke detector and fire alarm of the automatic fire detection system and sprinkler pipes and sprinkler heads of the sprinkler system serving such Phase 4 Residential Unit with open kitchen exclusively and when necessary replace any part or parts thereof which require replacement to the satisfaction of the relevant Government department(s). The Owner and resident of any Phase 4 Residential Unit with open kitchen shall comply with the following fire safety provisions to the satisfaction of the relevant Government department(s) and the Manager:

- (i) addressable smoke detectors provided at the common lobby outside the Phase 4 Residential Units shall not be removed or tampered or obstructed;
- (ii) addressable smoke detectors with sounder base provided inside the Phase 4 Residential Units shall not be removed or tampered or obstructed;

- (iii) sprinkler head provided at the ceiling immediately above the open kitchen area shall not be removed or tampered or obstructed;
- (iv) the full height wall having a fire resistance rating of not less than -/30/30 adjacent to the exit door of the Phase 4 Residential Unit shall not be removed or tampered;
- (v) self-closing devices of main entrance door of Phase 4 Residential Units shall not be removed;
- (vi) the fire safety provisions mentioned in (i), (ii) and (iii) above shall be subject to annual check at the cost and expense of the Owner of the Phase 4 Residential Unit with open kitchen conducted by the fire service installation contractor registered with the Fire Services Department appointed by the Manager (“RFSIC”);
- (vii) the Owners and residents of the Phase 4 Residential Units shall allow access for the RFSIC to carry out annual check, maintenance and inspection of the fire safety provisions in the Phase 4 Residential Units;
- (viii) maintenance and inspection work of the fire safety provisions mentioned in (i), (ii) and (iii) above with appropriate maintenance procedures shall be carried out, at the cost and expense of the Owner of the Phase 4 Residential Unit with open kitchen, by RFSIC who shall be responsible for issuance of the relevant maintenance certificate (F.S. 251) to prove the function of such fire safety provisions.

(b) The Owner or residents of any Phase 4 Residential Unit with open kitchen shall at his own costs and expenses observe and comply with the Fire Safety Management Plan and the fire safety provisions mentioned in sub-clauses (a)(i) to (a)(viii) of this Clause and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall ensure his tenants and other occupiers of his Phase 4 Residential Unit observe and comply with the same.

(c) The Manager shall have the power to implement and/or monitor proper implementation of the Fire Safety Management Plan (including but not limited to providing staff training including the course

of actions to be carried out by the security officer/security guard, carrying out fire drill annually, providing 24-hour attendance at either the fire control centre or management office and affixing permanent notice at the Phase 4 Residential Common Areas and/or the Phase 4 Residential Common Areas (for Designated Units Only) (such as in lift lobbies forming parts of the Phase 4 Residential Common Areas or the Phase 4 Residential Common Areas (for Designated Units Only) and on notice board within the Phase 4 Residential Common Areas or the Phase 4 Residential Common Areas (for Designated Units Only)) to remind the residents not to remove or demolish any fire safety provision) by the Owners whose Phase 4 Residential Units contain approved open kitchen design in accordance with the Fire Safety Management Plan and to enter into the relevant Phase 4 Residential Units to implement the Fire Safety Management Plan and/or to take such measures and precautions as may be required to prevent any breach by any Owners in respect of the Fire Safety Management Plan in the Phase 4 Residential Units. All cost and expenses incurred by the Manager in connection with the implementation and/or monitoring of the Fire Safety Management Plan shall be borne by the Owner(s) of the relevant Phase 4 Residential Unit(s) with open kitchen.

(d) Within one month of the date of this Deed, MTR shall deposit a full copy of the Fire Safety Management Plan in the management office in Phase 4 for inspection by all Owners of Phase 4 free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the relevant account of the Special Fund for Phase 4.

**Curtain walls and
casement windows**

6. The Owner of any Phase 4 Residential Unit shall be responsible for the cleaning of the internal surface of the curtain walls (including the openable windows and/or the non-openable windows installed therein or thereto) enclosing his Unit. The Owner of any Phase 4 Residential Unit shall be responsible for the repair, maintenance and replacement works of the openable windows (including any maintenance windows) installed in or to any curtain wall enclosing his Unit and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows and shall only engage contractors nominated and approved by the Manager to carry out such works. The Owner of any Phase 4 Residential Unit shall also be responsible for the repair, maintenance and replacement of the casement windows (whether openable or not) belonging to his Unit. The Owners of the Phase 4 Residential Units shall not object and shall render full cooperation to the Manager for the purpose of cleaning the external surfaces and carrying out any works with regards to the curtain walls. When the Manager carries out cleaning of the external surface of the curtain walls, the Manager shall have the right to clean the external surface of the openable windows in the curtain walls as well and the costs and expenses incurred in connection therewith shall be paid from the management fund in respect of the Phase 4 Residential

Common Areas.

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

7. (a) Each Owner of the Phase 4 Car Parking Space shall at his own cost and expense be responsible for the operation, maintenance, inspection, security, repair, replacement and renewal of the Non-Common EV Facilities serving his Phase 4 Car Parking Space exclusively and the ownership of all such facilities shall belong to him. Each Owner of the Phase 4 Car Parking Space shall indemnify the Owners or occupiers of other Units for his failure to observe and comply with the provisions of this Clause.

(b) Without prejudice to the generality of sub-clause (a) above, if any Owner of Phase 4 Car Parking Space shall fail to repair, maintain, replace or renew the Non-Common EV Facilities serving his Phase 4 Car Parking Space exclusively in accordance with sub-clause (a) above and it has caused damage or, in the reasonable opinion of the Manager, danger to the other part of Phase 4 or the Owners or occupiers of the other Units, the Manager shall have the right and power, but not obliged, to carry out such repairs, maintenance, replacement or renewal works to the relevant Non-Common EV Facilities and make good all damage (if any) caused by the Owner's failure to repair, maintain, replace or renew as the Manager shall in its absolute discretion see fit and all the costs and expenses incurred by the Manager in connection therewith shall be recoverable from the Owner of the relevant Phase 4 Car Parking Space as a debt.

(c) The appearance and standards of all replaced Non-Common EV Facilities installed by an Owner of Phase 4 Car Parking Space shall be consistent and compatible with the appearance and standards of the original Non-Common EV Facilities installed for his Phase 4 Car Parking Space.

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

8. Each Owner of Phase 4 Car Parking Space shall at his own costs and expense at all times:-

(a) observe and comply with all Ordinances, by-laws and Government regulations of Hong Kong and guidelines and directions as may be issued by the former Environment Bureau or the Environment and Ecology Bureau or the Electrical and Mechanical Services Department or all other Government authorities from time to time and all the Building Rules (if any) and Phase 4 House Rules (if any) as may be made and all such directions (if any) as may be given by the Manager from time to time in relation to the installation, use, operation, maintenance, repair, replacement and/or renewal of the Non-Common EV Facilities or any part thereof serving his Phase 4 Car Parking Space exclusively including but not limited to any works to be carried out thereat and control of the consistent appearance of the Non-Common EV Facilities;

(b) take good care and such precautions as may be necessary in the use or operation of the Non-Common EV Facilities or any part thereof serving his Phase 4 Car Parking Space exclusively so as to avoid any loss, damage, nuisance or annoyance to Owners or occupiers of the other Units; and

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

Compliance with Ordinances, etc. in respect of EV Facilities for Visitors' Car Parking Spaces in Phase 4

9. The Owner of a Phase 4 Residential Unit shall ensure that the bona fide guests, visitors and invitees of the residents of his Phase 4 Residential Unit shall at all times:-

(a) observe and comply with all Ordinances, by-laws and Government regulations of Hong Kong and guidelines and directions as may be issued by the former Environment Bureau or the Environment and Ecology Bureau or the Electrical and Mechanical Services Department or any Government authorities from time to time and all the Building Rules (if any) as may be made and all such directions (if any) as may be given by the Manager from time to time in relation to the use or operation of the EV Facilities for Visitors' Car Parking Spaces in Phase 4;

(b) take good care and such precautions as may be necessary in the use of the EV Facilities for Visitors' Car Parking Spaces in Phase 4 or any part thereof so as to avoid any loss, damage, nuisance or annoyance to Owners or occupiers of the other Units; and

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

Phase 4 Noise Mitigation Measures

10. All Owners of Phase 4 Residential Units shall observe and comply with all Ordinances, by-laws and Government regulations of Hong Kong and guidelines and directions as may be issued by any Government authorities or the Manager from time to time in relation to use or maintenance or operation of the Phase 4 Noise Mitigation Measures and no Owners shall do or permit any act or thing to be done which may in any way damage or affect the Phase 4 Noise Mitigation Measures.

Electricity supply

11. (a) For provision of electricity services to Phase 4 or part thereof, The Hongkong Electric Company Limited, its employees and contractors shall have the right to operate the equipment and facilities of The Hongkong Electric Company Limited installed in the transformer rooms in Phase 4 PROVIDED THAT the Manager shall at all times be responsible for the management and control of the transformer rooms in Phase 4.

(b) The Owners of Units in Phase 4 shall, at their own cost and expense acting through the Manager, be responsible for the repair and

maintenance of the transformer rooms, cable accommodations and all associated facilities (excluding the equipment and facilities of The Hongkong Electric Company Limited) for provision of electricity services to Phase 4 and be responsible for any reinstatement work to the transformer rooms and cable accommodations rendered necessary by the installation, repair or replacement of the equipment and facilities of The Hongkong Electric Company Limited therein.

Maintenance of private hose reels

12. (a) Each Owner of the Phase 4 Residential Unit with hose reel and associated manual fire alarm system at its roof shall in such manner at his sole expense repair maintain and keep in good repair and condition the said hose reel and associated manual fire alarm system and when necessary replace any part or parts thereof which require replacement to the satisfaction of the relevant Government department(s).

(b) The said hose reel and associated manual fire alarm system shall be subject to annual check, maintenance and inspection at the cost and expense of the Owner of the relevant Phase 4 Residential Unit with hose reel and associated manual fire alarm system at its roof conducted by the RFSIC, and the Owner and resident(s) of such Phase 4 Residential Unit shall allow the RFSIC to enter into his Phase 4 Residential Unit for the purposes of carrying out the same. The Manager shall assist the Owners of such Phase 4 Residential Units to carry out such annual check, maintenance and inspection, and submit the relevant maintenance certificates (F.S. 251) to the Fire Services Department.

(c) The Manager shall have the power to enter into the relevant Phase 4 Residential Unit with hose reel and associated manual fire alarm system at its roof to take such measures and precautions as may be required if the Owner of the same fails to perform his obligations mentioned in (a) and (b) above. All cost and expenses incurred by the Manager in connection therewith shall be borne by the Owner of the relevant Phase 4 Residential Unit.

Maintenance of private lift lobby

13. Each Owner of the Phase 4 Residential Unit with private lift lobby shall, at its own costs and expenses, keep and maintain the private lift lobby of the Phase 4 Residential Unit owned by him and the facilities, equipment or apparatus on in or upon such private lift lobby in accordance with the requirements laid down under the Fire Services Ordinance (Cap. 95 of the Laws of Hong Kong) or other relevant laws or regulations.

CCTV imaging device

14. The Manager shall:-

(a) provide a suitable CCTV imaging device and trained personnel to operate the said device, or secure a contract with a service provider for conducting inspection of the concealed drainage pipes by a suitable CCTV imaging device; and

(b) conduct regular inspection of the external drainage pipe ducts enclosed by architectural features on a specified interval as proposed by the Authorized Person to alert any early signs of water leakage and pipe joints/pipe brackets conditions.

SECTION E

MEETINGS OF THE OWNERS OF PHASE 4

Meetings of the Owners

1. From time to time as occasion may require there shall be meetings of the Owners of Phase 4 to discuss and decide matters concerning Phase 4 as hereinafter mentioned and in regard to such meetings the provisions of this Section shall apply. The procedure at a meeting of the Owners of Phase 4 shall be as is determined by the Owners of Phase 4.

Annual Meeting

2. (a) The Manager shall convene a meeting of the Owners of Phase 4 as soon as possible but in any event not later than nine months after the date of this Deed (and to convene further and subsequent meetings if required) to appoint a Phase 4 Owners' Sub-Committee and the Chairman and Secretary thereof.

(b) One such meeting, to be known as the Annual Meeting, shall be held as soon as practicable after the end of each financial year (as defined by Clause 3 of Section J of the Principal Deed) for the purposes of receiving the Manager's report and an income and expenditure account and balance sheet for the previous financial year in respect of Phase 4, and transacting any other business of which due notice is given in the notice convening the meeting.

Convening of Meeting

3. A meeting of the Owners of Phase 4 may be convened by:

- (a) the Phase 4 Owners' Sub-Committee;
- (b) the Manager; or
- (c) an Owner of Phase 4 appointed to convene such a meeting by the Owners of Phase 4 of not less than 5% of the Shares attributable to Phase 4 in aggregate.

Notice

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

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

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

Quorum

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

(b) 10% of the Owners of Phase 4 present in person or by proxy shall be a quorum at any meeting. For the purpose of this sub-clause, the reference to "10% of the Owners of Phase 4" shall be construed as a reference to 10% of the number of persons who are Owners of Phase 4 without regard to their ownership of any particular percentage of the total number of Shares into which Phase 4 is divided and not be construed as the Owners of 10% of the Shares in Phase 4 in aggregate.

Chairman

6. A meeting of the Owners of Phase 4 shall be presided over by the Chairman of the Phase 4 Owners' Sub-Committee or if the meeting is convened under Clause 3(b) or 3(c) of this Section, the person convening the meeting.

Minutes

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

Voting

8. (a) At a meeting of the Owners of Phase 4
- (i) an Owner shall have one vote in respect of each Share he owns;
 - (ii) an Owner may cast a vote personally or by proxy;
 - (iii) where 2 or more persons are the co-Owners of a Share, the vote in respect of the Share may be cast:
 - (I) by a proxy jointly appointed by the co-Owners;
 - (II) by a person appointed by the co-Owners from amongst themselves; or
 - (III) if no appointment is made under Clauses 8(a)(iii)(I) or 8(a)(iii)(II) of this Section, either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
 - (iv) where 2 or more persons are the co-Owners of a Share and more than one of the co-Owners seek to cast a vote in respect of the Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority,

stands highest in relation to that Share in the register kept at the Land Registry shall be treated as valid;

(v) if there is an equality of votes the person presiding over the meeting shall have in addition to a deliberative vote, a casting vote.

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

(i) shall be signed by the Owner; or

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

(c) The instrument appointing a proxy shall be lodged with the Chairman of the Phase 4 Owners' Sub-Committee or, if the meeting is convened under Clauses 3(b) or 3(c) of this Section, the person convening the meeting at least 48 hours before the time for the holding of the meeting.

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

(e) For the avoidance of doubt, there shall not be any votes attaching to Shares allocated to the Estate Common Areas in Phase 4 and the Estate Common Services and Facilities in Phase 4, the Residential Development Common Areas in Phase 4 and the Residential Development Common Services and Facilities in Phase 4, the Phase 4 Common Areas and the Phase 4 Common Services and Facilities, the Phase 4 Residential Common Areas and the Phase 4 Residential Common Services and Facilities, the Phase 4 Residential Common Areas (for Designated Units Only) and the Phase 4 Residential Common Services and Facilities (for Designated Units Only) and the Phase 4 Car Park Common Areas and the Phase 4 Car Park Common Services and Facilities nor shall such Shares be taken into account for the purpose of counting a quorum of any meeting, and the Manager shall not be entitled to vote as trustee of the relevant Owners of the Shares allocated thereto at any meeting of the Owners of Phase 4.

Resolutions binding on Owners

9. (a) Any resolution on any matter concerning Phase 4, save only those matters referred to in Clause 11 of this Section, passed at a duly convened meeting by a majority vote of the Owners of Phase 4 present in person or by proxy and voting shall be binding on all the Owners of Phase 4 PROVIDED THAT:-

- (i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matter;
- (ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;
- (iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent therewith save as herein specifically provided;
- (iv) no resolution shall be valid to the extent that it is in conflict with or contrary to any order ruling or judgment of the Hong Kong courts or any mandatory provision of any statute;
- (v) no resolution (other than a resolution pursuant to Section D of the Principal Deed) shall contravene Clause 9(a)(v) of Section F of the Principal Deed;
- (vi) any resolution on matters or issues which in the reasonable opinion of MTR as the Owner of the Station and the Depot may affect or have an impact on the Station and/or the Depot and/or be ancillary or pertaining thereto, shall be subject to the agreement of MTR as the Owner of the Station and the Depot; and
- (vii) no resolution shall damage, interfere with, obstruct or endanger the construction, use, operation, maintenance or safety of the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof.

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

Accidental omission of notice

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

Resolutions requiring special majority

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

Audit of annual accounts

12. Prior to the formation of the Owners' Corporation, the Owners of Phase 4 at a meeting of the Owners of Phase 4 convened under this Deed

shall have the power to require the annual accounts of Phase 4 to be audited by an independent auditor of their choice.

**Meetings before
completion of Phase 4B**

13. For the avoidance of doubt, MTR as the Owner of uncompleted Units in Phase 4 shall not be entitled to receive notice of meeting, attend or vote at the meeting of the Owners of Phase 4 convened under this Deed.

SECTION F

PHASE 4 OWNERS' SUB-COMMITTEE

Number of members

1. (a) The Phase 4 Owners' Sub-Committee shall consist of six (6) members.

(b) The members of the Phase 4 Owners' Sub-Committee shall be made up of :

(i) one (1) member from each Tower as representatives of the Phase 4 Residential Development; and

(ii) one (1) member as representative of the Phase 4 Car Park.

(c) For the purpose of this Section F, "each Tower" shall mean each of Tower 1 (1A), Tower 1 (1B), Tower 1 (1C), Tower 2 (2A) and Tower 2 (2B).

Quorum

2. (a) A quorum for meetings of the Phase 4 Owners' Sub-Committee shall be 50% of the members of the Phase 4 Owners' Sub-Committee (rounded up to the nearest whole number) or three (3) such members, whichever is the greater.

(b) Provided a quorum exists, the Phase 4 Owners' Sub-Committee shall be entitled to act and continue to act notwithstanding that the number of its members falls below six (6) or that for any reason less than six (6) members are elected in the manner herein provided.

Eligibility for appointment

3. The following persons shall be eligible for appointment to the Phase 4 Owners' Sub-Committee :-

(a) Any Owner (in case of two or more co-Owners of a Unit, only one of them) of a Unit in Phase 4.

(b) The duly authorised representative (PROVIDED THAT such authorisation shall be in writing addressed to the Phase 4 Owners' Sub-Committee and may be revoked at any time on notice in writing given to the Phase 4 Owners' Sub-Committee), in his place, of any Owner of a Unit in Phase 4, being:

(i) the representative of an Owner which is a body corporate; or

(ii) the husband, wife or adult family member of an Owner PROVIDED THAT such husband, wife

or adult family member resides in or occupies such Owner's Unit.

Election of members

4. (a) The Manager shall convene a meeting of the Owners of Phase 4 comprising :-

- (i) each Tower in the Phase 4 Residential Development; and
- (ii) the Phase 4 Car Park;

the first such meeting to be convened within nine months of the date of this Deed (and to call further and subsequent meetings if required), which meeting and each subsequent Annual Meeting (as referred to in sub-clause (b) below) must appoint the members of the Phase 4 Owners' Sub-Committee and the Chairman and Secretary of the Phase 4 Owners' Sub-Committee.

(b) One such meeting, to be known as the Annual Meeting, shall be held as soon as practicable after the end of each financial year (as defined by Clause 3 of Section J of the Principal Deed) for the purposes of receiving the Manager's report and an income and expenditure account and balance sheet for the previous financial year in respect of Phase 4, and transacting any other business of which due notice is given in the notice convening the meeting.

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

- (i) the Owners of each Tower in the Phase 4 Residential Development shall elect one (1) representative of that Tower to the Phase 4 Owners' Sub-Committee;
- (ii) the Owners of the Phase 4 Car Parking Spaces shall elect one (1) representative to the Phase 4 Owners' Sub-Committee

PROVIDED THAT no individual (whether in the capacity of an Owner or the duly authorised representative of an Owner) shall be appointed as the representative of more than one Tower in the Phase 4 Residential Development or as the representative of any Tower in the Phase 4 Residential Development and the Phase 4 Car Parking Spaces to the Phase 4 Owners' Sub-Committee at the same time.

(d) The Owners of the Tower in Phase 4B shall not be entitled to elect or send their representatives to the Phase 4 Owners' Sub-Committee unless and until after the issuance of the relevant Occupation Permit covering Phase 4B.

Officers

5. (a) The officers of the Phase 4 Owners' Sub-Committee shall comprise :-

- (i) a Chairman;
- (ii) a Secretary;
- (iii) such other officers (if any) as the Phase 4 Owners' Sub-Committee may from time to time elect.

(b) All casual vacancies in the officers shall be filled by election or appointment by the members of the Phase 4 Owners' Sub-Committee from among them as they may from time to time determine.

(c) A meeting of the Phase 4 Owners' Sub-Committee shall be presided over by:

- (i) the Chairman; or
- (ii) in the absence of the Chairman, a member of the Phase 4 Owners' Sub-Committee appointed as chairman for that meeting.

Tenure of office

6. (a) Members of the Phase 4 Owners' Sub-Committee shall hold office until the Annual Meeting of Owners of Phase 4 next following their appointment or election PROVIDED THAT if the office of the retiring members or any of them is not filled, or if in any year no Annual Meeting is held, such members or member shall continue in office until the next Annual Meeting.

(b) Retiring members of the Phase 4 Owners' Sub-Committee shall be eligible for re-election or re-appointment as appropriate.

(c) A member of the Phase 4 Owners' Sub-Committee shall nevertheless cease to hold office if :

- (i) he resigns by notice in writing to the Phase 4 Owners' Sub-Committee;
- (ii) he ceases to be eligible;
- (iii) his authority is revoked by the Owners he represents;
- (iv) he, or the Owner(s) he represents, becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty;
- (v) he becomes incapacitated by physical or mental illness;
- (vi) he, or the Owner(s) he represents, has defaulted in paying his contribution towards the Management Charges for more than one month;

- (vii) he, or the Owner(s) he represents, fails to observe and perform the provisions of the Principal Deed or this Deed.

(d) Any one or more members of the Phase 4 Owners' Sub-Committee may be removed from office by a resolution of the Owners of Units of the part of Phase 4 which he represents at an Extraordinary Meeting convened for the purpose by the Manager, the Phase 4 Owners' Sub-Committee or by Owners of Units in Phase 4 entitled to attend and vote at any such meeting who in the aggregate have vested in them not less than 20% of the Shares attributable to the part of Phase 4 which the member represents and at any such Meeting, new members of the Phase 4 Owners' Sub-Committee may be appointed in the place of those removed from office.

Votes of members

7. Members of the Phase 4 Owners' Sub-Committee shall be entitled to one vote each at Phase 4 Owners' Sub-Committee meetings and resolutions shall be passed by a simple majority of those present in person or by proxy and voting. In the case of equality of voting the Chairman shall have a second or casting vote. Proxies shall be in writing and shall be deposited with the Chairman of the meeting prior to the commencement of the meeting. No resolution of the Phase 4 Owners' Sub-Committee shall contravene Clause 1(e) of Section G of the Principal Deed.

Power to make rules

8. The Phase 4 Owners' Sub-Committee shall have full power to determine where, when and how often it shall meet and to make rules and bye-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations PROVIDED THAT no such regulation or bye-law shall be contrary to or inconsistent with the provisions of this Deed or the Principal Deed.

Manager to be invited

9. The Phase 4 Owners' Sub-Committee shall invite the Manager to any meeting called by giving the Manager at least seven (7) days' notice in writing of the date, time and place of the meeting and the matters to be discussed.

Power to call meeting

10. The Chairman, any two members of the Phase 4 Owners' Sub-Committee or the Manager may at any time convene a meeting of the Phase 4 Owners' Sub-Committee PROVIDED THAT the person or persons convening the meeting shall, at least 7 days before the date of meeting, give to each member of the Phase 4 Owners' Sub-Committee notice of the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. The notice of a meeting may be given:

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

SECTION G

PHASE 4 HOUSE RULES

**Phase 4 House Rules
first in force**

1. The Phase 4 House Rules set out in the Fourth Schedule hereto shall be deemed to have come into force on the date of this Deed in respect of Phase 4 and shall remain in force until revoked or amended as hereinafter provided.

**Making and
amendment of
Phase 4 House Rules**

2. The Manager shall have power from time to time to make, revoke and amend the Phase 4 House Rules regulating the use, occupation, maintenance and environmental control of Phase 4 and the conduct of persons occupying, visiting or using the same and the Phase 4 House Rules shall not be inconsistent with or contravene the provisions of the Principal Deed, this Deed, the Ordinance or the Government Grant PROVIDED THAT if the Phase 4 Owners' Sub-Committee is in existence, the Phase 4 House Rules shall only be made, revoked or amended by the Manager with the prior approval of the Phase 4 Owners' Sub-Committee.

**Phase 4 House Rules to
be posted on notice
boards**

3. Copies of the Phase 4 House Rules from time to time in force shall be posted on the public notice boards in Phase 4.

**Phase 4 House Rules not
adversely affect
Government
Accommodation**

4. The Phase 4 House Rules shall not contravene any provisions of the Principal Deed, and in particular shall not in any way affect the rights, easements and privileges set out in Clause 2 of Part I of the Second Schedule to the Principal Deed.

SECTION H

INTERPRETATION AND MISCELLANEOUS

**Marginal notes,
headings and index**

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

Plurals and genders

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

Service of notices

3. (a) All notices or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by prepaid post to or left at the Residential Unit of which the party to be served is the Owner notwithstanding that such party shall not personally occupy such Residential Unit PROVIDED THAT where notice is to be given to an Owner who is a mortgagee, such notice shall be served on the mortgagee, if a Company, at its last known place of business or, if an individual at his last known residence in Hong Kong.

(b) All notices required to be given to the Manager under this Deed shall be properly served if sent by prepaid post to or left at its registered office or the management office in Phase 4 or such other address as may be notified by the Manager from time to time.

(c) All notices required to be given to the Phase 4 Owners' Sub-Committee shall be properly served if sent by prepaid post to or left with the Chairman or Secretary of the Phase 4 Owners' Sub-Committee at his usual residential address.

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

**Covenants to run with
the Land**

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

Chinese Translation

5. MTR 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 Phase 4 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 of Phase 4 free of costs at the management office of Phase 4. A copy of this Deed or its Chinese translation or both shall be supplied by the Manager to an Owner of Phase 4 on request and upon payment of a reasonable charge. All charges received shall be credited to the relevant account of the Special Fund for Phase 4. 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.

The Ordinance

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

(b) MTR shall deposit a copy of Schedules 7 and 8 to the Ordinance (English and Chinese versions) in the management office in Phase 4 for reference by all Owners of Phase 4 free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received must be credited to the relevant account of the Special Fund for Phase 4.

Phase 4 Works and Installations

7. (a) MTR shall compile for the reference of the Owners of Phase 4 and the Manager a maintenance manual for the Phase 4 Works and Installations ("**the Works Manual**") setting out the following details :

- (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
- (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
- (iii) recommended maintenance strategy and procedures;
- (iv) a list of items of the Phase 4 Works and Installations requiring routine maintenance;
- (v) recommended frequency of routine maintenance inspection;
- (vi) checklist and typical inspection record sheets for routine maintenance inspection; and
- (vii) recommended maintenance cycle of the Phase 4 Works and Installations.

(b) MTR shall deposit a full copy of the Works Manual in the management office in Phase 4 within one month after the date of this Deed for inspection by all Owners of Phase 4 free of charge and taking copies at their own expense and on payment of a reasonable charge which shall be credited to the relevant account(s) of the Special Fund for Phase 4.

(c) The Owners of Phase 4 shall at their own expense inspect, maintain and carry out all necessary works for the maintenance of Phase 4 and their own Units including the Phase 4 Works and Installations.

(d) All costs incidental to the preparation of the schedule for the Phase 4 Works and Installations and the Works Manual shall be borne by MTR.

(e) The Owners of Phase 4 may, by a resolution of Owners at an Owners' meeting of Phase 4 convened under this Deed, decide on any necessary revisions to be made to the schedule for the Phase 4 Works and Installations and the Works Manual from time to time as they shall deem fit, in which event the Manager shall procure from a qualified professional or consultant the revised schedule for the Phase 4 Works and Installations and the revised Works Manual within such time as may be prescribed by the Owners of Phase 4 in an Owners' meeting of Phase 4 convened under this Deed. All costs incidental to the preparation of the revised schedule for the Phase 4 Works and Installations and the revised Works Manual shall be paid out of the relevant account(s) of the Special Fund for Phase 4.

(f) The Manager shall deposit the revised Works Manual in the management office in Phase 4 within one month after the date of its preparation for inspection by all Owners of Phase 4 free of charge and taking copies at their own expense and on payment of a reasonable charge which shall be credited to the relevant account(s) of the Special Fund for Phase 4.

**Paragraphs 7(7) and 7(8)
of Schedule 7 to the
Ordinance**

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

(b) Clauses 2(d), (e), (f), (g), (h), (i) and (j) of Section H of the Principal Deed and sub-clause (a) of this Clause are subject to any

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

THE FIRST SCHEDULE
PART I
ALLOCATION OF SHARES

		<u>No. of Shares</u>
<u>Phase 4 Residential Units</u>		
Tower 1 (1A)	87,674	
Tower 1 (1B)	108,620	
Tower 1 (1C)	80,078	
Tower 2 (2A)	119,547	
Tower 2 (2B)	125,939	521,858
<u>Phase 4 Car Parking Spaces</u>		
138 Car Parking Spaces (Nos.1 to 98 on 3 rd Floor and Nos.99 to 155 on 2 nd Floor) (Nos.4, 13, 14, 24, 34, 44, 54, 64, 74, 84, 94, 104, 114, 124, 134, 144 & 154 omitted) (125 Shares each)	17,250	
7 Motor Cycle Parking Spaces (Nos.M2 to M8 on 3 rd Floor and No.M1 on 2 nd Floor) (No.M4 omitted) (24 Shares each)	168	17,418
<u>Common Areas and Common Services and Facilities in Phase 4A and the Remaining Part of Phase 4</u>		
- Estate Common Areas in Phase 4 and Estate Common Services and Facilities in Phase 4		
- Residential Development Common Areas in Phase 4 and Residential Development Common Services and Facilities in Phase 4		
- Phase 4 Common Areas and Phase 4 Common Services and Facilities		
- Parts of Phase 4 Residential Common Areas and parts of Phase 4 Residential Common Services and Facilities		
- Parts of Phase 4 Residential Common Areas (for Designated Units Only) and parts of Phase 4 Residential Common Services and Facilities (for Designated Units Only)		
- Phase 4 Car Park Common Areas and Phase 4 Car Park Common Services and Facilities		
	28,243	
<u>Common Areas and Common Services and Facilities in Phase 4B</u>		
- Parts of Phase 4 Residential Common Areas and parts of Phase 4 Residential Common Services and Facilities		
- Parts of Phase 4 Residential Common Areas (for Designated Units Only) and parts of Phase 4 Residential Common Services and Facilities (for Designated Units Only)		
	19,626	47,869
Total number of Shares :		587,145

Allocation of Shares to each Phase 4 Residential Unit

Tower 1 (1A)

Floor \ Unit	A	B
5/F	1,373*	1,100*
6/F – 16/F	1,409	1,119
17/F – 42/F	1,408	1,119
43/F	2,315 ^{#%}	2,014 ^{#%}

- * with garden(s) appertaining thereto
- ^ with roof immediately thereabove
- % with stairhood appertaining thereto

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 1 (1A).
16/F is the refuge floor.

Total no. of Shares allocated to the Phase 4 Residential Units in Tower 1 (1A): 87,674

Tower 1 (1B)

Floor \ Unit	A	B	C	D	E
5/F	865*	873*	504*	433*	445*
6/F – 37/F	893	893	507	450	464
38/F – 42/F	889	897	507	450	464
43/F	1,751 ^{#^%}	1,125 ^{#^}	-	-	-

- * with garden(s) appertaining thereto
- # with flat roof(s) appertaining thereto
- ^ with roof immediately thereabove
- % with stairhood appertaining thereto

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 1 (1B).
16/F is the refuge floor.

Total no. of Shares allocated to the Phase 4 Residential Units in Tower 1 (1B): 108,620

Tower 1 (1C)

Floor \ Unit	A	B	C	D
5/F	779*	513	554*	555*
6/F – 16/F	797	513	533	550
17/F – 42/F	798	513	533	550
43/F	1,077 ^{#^%}	-	-	-

- * with garden(s) appertaining thereto
- # with flat roof(s) appertaining thereto
- ^ with roof immediately thereabove
- % with stairhood appertaining thereto

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 1 (1C).
16/F is the refuge floor.

Total no. of Shares allocated to the Phase 4 Residential Units in Tower 1 (1C): 80,078

Tower 2 (2A)

Floor \ Unit	A	B	C	D	E	F	G
5/F	461*	460*	599*	565*	-	-	370*
6/F – 23/F	481	484	613	575	528	541	375
26/F – 37/F	793	-	615	570	531	541	473
38/F – 42/F	793	-	612	573	531	541	473
43/F	1,650 ^{#^}	1,522 ^{#^}	-	-	-	-	-

- * with garden(s) appertaining thereto
- # with flat roof(s) appertaining thereto
- ^ with roof immediately thereabove

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 2 (2A).
25/F is the refuge floor.

Total no. of Shares allocated to the Phase 4 Residential Units in Tower 2 (2A): 119,547

Tower 2 (2B)

Floor \ Unit	A	B	C	D	E	F	G
5/F	820*	612*	564*	498*	443*	341*	339*
6/F – 23/F	849	633	584	498	454	367	362
26/F – 42/F	851	630	801	498	452	469	-
43/F	1,909 ^{#^%}	1,245 ^{#^%}	-	-	-	-	-

- * with garden(s) appertaining thereto
- # with flat roof(s) appertaining thereto
- ^ with roof immediately thereabove
- % with stairhood appertaining thereto

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 2 (2B).
25/F is the refuge floor.

Total no. of Shares allocated to the Phase 4 Residential Units in Tower 2 (2B): 125,939

THE FIRST SCHEDULE
PART II
ALLOCATION OF MANAGEMENT UNITS

		<u>No. of Management Units</u>
<u>Phase 4 Residential Units</u>		
Tower 1 (1A)	87,674	
Tower 1 (1B)	108,620	
Tower 1 (1C)	80,078	
Tower 2 (2A)	119,547	
Tower 2 (2B)	125,939	521,858
<u>Phase 4 Car Parking Spaces</u>		
138 Car Parking Spaces (Nos.1 to 98 on 3 rd Floor and Nos.99 to 155 on 2 nd Floor) (Nos.4, 13, 14, 24, 34, 44, 54, 64, 74, 84, 94, 104, 114, 124, 134, 144 & 154 omitted) (125 Management Units each)	17,250	
7 Motor Cycle Parking Spaces (Nos.M2 to M8 on 3 rd Floor and No.M1 on 2 nd Floor) (No.M4 omitted) (24 Management Units each)	168	17,418
<u>Common Areas and Common Services and Facilities in Phase 4A and the Remaining Part of Phase 4</u>		
- Estate Common Areas in Phase 4 and Estate Common Services and Facilities in Phase 4		
- Residential Development Common Areas in Phase 4 and Residential Development Common Services and Facilities in Phase 4		
- Phase 4 Common Areas and Phase 4 Common Services and Facilities		
- Parts of Phase 4 Residential Common Areas and parts of Phase 4 Residential Common Services and Facilities		
- Parts of Phase 4 Residential Common Areas (for Designated Units Only) and parts of Phase 4 Residential Common Services and Facilities (for Designated Units Only)		
- Phase 4 Car Park Common Areas and Phase 4 Car Park Common Services and Facilities		
	0	
<u>Common Areas and Common Services and Facilities in Phase 4B</u>		
- Parts of Phase 4 Residential Common Areas and parts of Phase 4 Residential Common Services and Facilities		
- Parts of Phase 4 Residential Common Areas (for Designated Units Only) and parts of Phase 4 Residential Common Services and Facilities (for Designated Units Only)		
	0	0
Total number of Management Units :		539,276

Allocation of Management Units to each Phase 4 Residential Unit

Tower 1 (1A)

Floor \ Unit	A	B
5/F	1,373*	1,100*
6/F – 16/F	1,409	1,119
17/F – 42/F	1,408	1,119
43/F	2,315 [^] %	2,014 [^] %

- * with garden(s) appertaining thereto
- ^ with roof immediately thereabove
- % with stairhood appertaining thereto

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 1 (1A).
16/F is the refuge floor.

Total no. of Management Units allocated to the Phase 4 Residential Units in Tower 1 (1A): 87,674

Tower 1 (1B)

Floor \ Unit	A	B	C	D	E
5/F	865*	873*	504*	433*	445*
6/F – 37/F	893	893	507	450	464
38/F – 42/F	889	897	507	450	464
43/F	1,751 ^{#^} %	1,125 ^{#^}	-	-	-

- * with garden(s) appertaining thereto
- # with flat roof(s) appertaining thereto
- ^ with roof immediately thereabove
- % with stairhood appertaining thereto

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 1 (1B).
16/F is the refuge floor.

Total no. of Management Units allocated to the Phase 4 Residential Units in Tower 1 (1B): 108,620

Tower 1 (1C)

Floor \ Unit	A	B	C	D
5/F	779*	513	554*	555*
6/F – 16/F	797	513	533	550
17/F – 42/F	798	513	533	550
43/F	1,077 ^{#^} %	-	-	-

- * with garden(s) appertaining thereto
- # with flat roof(s) appertaining thereto
- ^ with roof immediately thereabove
- % with stairhood appertaining thereto

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 1 (1C).
16/F is the refuge floor.

Total no. of Management Units allocated to the Phase 4 Residential Units in Tower 1 (1C): 80,078

Tower 2 (2A)

Floor \ Unit	A	B	C	D	E	F	G
5/F	461*	460*	599*	565*	-	-	370*
6/F – 23/F	481	484	613	575	528	541	375
26/F – 37/F	793	-	615	570	531	541	473
38/F – 42/F	793	-	612	573	531	541	473
43/F	1,650 ^{#^}	1,522 ^{#^}	-	-	-	-	-

- * with garden(s) appertaining thereto
- # with flat roof(s) appertaining thereto
- ^ with roof immediately thereabove

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 2 (2A).
25/F is the refuge floor.

Total no. of Management Units allocated to the Phase 4 Residential Units in Tower 2 (2A): 119,547

Tower 2 (2B)

Floor \ Unit	A	B	C	D	E	F	G
5/F	820*	612*	564*	498*	443*	341*	339*
6/F – 23/F	849	633	584	498	454	367	362
26/F – 42/F	851	630	801	498	452	469	-
43/F	1,909 ^{#^%}	1,245 ^{#^%}	-	-	-	-	-

- * with garden(s) appertaining thereto
- # with flat roof(s) appertaining thereto
- ^ with roof immediately thereabove
- % with stairhood appertaining thereto

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 2 (2B).
25/F is the refuge floor.

Total no. of Management Units allocated to the Phase 4 Residential Units in Tower 2 (2B): 125,939

THE SECOND SCHEDULE

PART I

EASEMENTS

Right to pass

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

(a) of a Phase 4 Residential Unit to use, go, pass and repass over and along and upon the Estate Common Areas in Phase 4, the Residential Development Common Areas in Phase 4, the Phase 4 Common Areas and the Phase 4 Residential Common Areas and to use the Estate Common Services and Facilities in Phase 4, the Residential Development Common Services and Facilities in Phase 4, the Phase 4 Common Services and Facilities and the Phase 4 Residential Common Services and Facilities in common with all others having the like right;

(b) of a Phase 4 Car Parking Space to use, go, pass and repass over and along and upon the Estate Common Areas in Phase 4, the Phase 4 Common Areas and the Phase 4 Car Park Common Areas and to use the Estate Common Services and Facilities in Phase 4, the Phase 4 Common Services and Facilities and the Phase 4 Car Park Common Services and Facilities in common with all others having the like right;

(c) of a Unit A of Tower 1(1A) to use, go, pass and repass over and along and upon the T1A-A Common Areas and to use the T1A-A Common Services and Facilities in common with all others having the like right;

(d) of a Unit B of Tower 1(1A) to use, go, pass and repass over and along and upon the T1A-B Common Areas and to use the T1A-B Common Services and Facilities in common with all others having the like right;

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

Rights of Owners of the
Phase 4 Car Parking
Spaces

2. (a) Subject to the provisions of Clauses 7 and 8 of Section D of this Deed, the full right and liberty (Subject Always to the rights of the Manager under the Principal Deed and this Deed) for the Owner of a Phase 4 Car Parking Space for the time being at his own cost and expense to install, maintain, repair and replace an electric meter and such associated facilities within the electrical meter room of the Phase 4 Car Park Common Areas and to lay and/or maintain, repair and replace such cables, base box, socket outlets, protective and security devices within the Phase 4 Car Park

Common Areas at such locations and in such manner to be approved by the Manager (including but not limited to the designation of routing and the manner of which such installation, maintenance, repair and replacement is carried out) for the purposes of or in connection with the proper use and enjoyment and operation of the Non-Common EV Facilities serving his Phase 4 Car Parking Space exclusively.

(b) The right for the Owner for the time being and his servants, agents, licensees, tenants and lawful occupants of any Phase 4 Car Parking Space (in common with all other persons having the like right) to pass through such parts of the Phase 4 Residential Common Areas as may be designated or re-designated by the Manager from time to time for the purpose of access to and from the management office on the 3rd Floor of Phase 4 and other Phase 4 Common Areas and the Phase 4 Car Park and to use the Phase 4 Residential Common Services and Facilities for such purpose.

Rights of Owners of the
Phase 4 Residential Units

3. Subject to the terms of the Government Grant and the provisions of Clauses 11 and 12 of the Third Schedule to this Deed, the full right and liberty for the Owner for the time being of a Phase 4 Residential Unit, his servants, agents, licensees, tenants and lawful occupants to use, go, pass and repass over and along and upon the Phase 4 Car Park Common Areas and to use the Phase 4 Car Park Common Services and Facilities in common with all others having the like right for the purposes of access and egress to and from and use of the Visitors' Car Parking Spaces in Phase 4.

Rights of Owners of Site
D over Site A

4. (a) The right for the Owners of Site D to install and maintain services and facilities (including but not limited to sewage pipes, drain pipes and terminal manholes) serving Site D exclusively in, on or through the pipe duct located on 2nd Floor of Phase 1 (as defined in the Principal Deed) forming part of the Phase 1 Common Areas (as defined in the Sub-Deed of Mutual Covenant of Phase 1) and to connect such services and facilities to Site D and/or the public mains outside the Land via the Common Areas and the Common Services and Facilities within Phase 1 together with the right of access for the Owners of Site D and their agents, contractors, workmen or servants over Site A (as defined in the Principal Deed) (excluding the Government Accommodation) with all necessary tools, plant, equipment and materials at all reasonable times on reasonable prior written notice (except in case of emergency) for the purpose of repairing, maintaining and renewing all such services and facilities serving Site D exclusively PROVIDED THAT the persons carrying out such works shall cause as little disturbance as possible and shall make good any damage caused thereby and PROVIDED FURTHER THAT the rights of the Owner of the Government Accommodation in the use and enjoyment of and access to or from the Government Accommodation shall not be prejudiced. The Owners of Site D shall be responsible for the cost of installing, repairing, maintaining and renewing such services and facilities

serving Site D exclusively and also contribute to the cost of repair and maintenance of the relevant pipe duct within Site A in such proportion as the Manager shall reasonably determine in accordance with the provisions of the Principal Deed.

(b) The right for the Owners of Site D for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass such parts of the Pedestrian Link in Phase 1 (as defined in the Sub-Deed of Mutual Covenant of Phase 1) on 2nd Floor of Phase 1 forming part of the Phase 1 Common Areas and the Phase 1 Residential Common Areas (as defined in the Sub-Deed of Mutual Covenant of Phase 1) as may be necessary for the purposes of access and egress to and from Site D PROVIDED THAT the Owners of Site D shall contribute to the costs and expenses in respect of such parts of the Pedestrian Link in Phase 1 in the proportion that the Management Units attributable to all Units in Site D bears to (in case of the Phase 1 Common Areas) the total number of Management Units allocated to all Units in Site A and all Units in Site D or (in case of the Phase 1 Residential Common Areas) the total number of Management Units allocated to all Residential Units in Site A and all Units in Site D.

THE SECOND SCHEDULE
PART II
EXCEPTIONS AND RESERVATIONS

- | | |
|---|--|
| Rights of other Owners | 1. Easements, rights and privileges set out in Part II of the Second Schedule to the Principal Deed. |
| Rights of other Owners of the Residential Development | 2. Subject to the terms of the Government Grant and the provisions of Clauses 11 and 12 of the Third Schedule to this Deed, the full right and liberty for the Owner for the time being of a Residential Unit, his servants, agents, licensees, tenants and lawful occupants to use, go, pass and repass over and along and upon the Phase 4 Common Areas and the Phase 4 Car Park Common Areas and to use the Phase 4 Common Services and Facilities and the Phase 4 Car Park Common Services and Facilities as may be designated by the Manager from time to time in common with all others having the like right for the purposes of access and egress to and from and use of the Visitors' Car Parking Spaces in Phase 4. |
| Rights of the Manager | 3. Without prejudice to the generality of the rights reserved to the Manager in Clause 2 of Part II of the Second Schedule to the Principal Deed, the right for the Manager, its servants, agents, contractors and persons duly authorized on prior reasonable notice (except in case of emergency) to gain access to and enter upon any private lift lobby forming part or parts of any Phase 4 Residential Unit and to remain there for such period as may be necessary for the purpose of carrying out necessary repairs to all or any part of the common areas and common facilities in or upon such private lift lobby or to which access is gained via such private lift lobby and, on a temporary basis, to erect, place or store on any such private lift lobby any plant, equipment or materials necessary for the purpose of any aforesaid works for so long as such works are being carried out Provided That the Manager shall repair at its own costs and expenses any damage caused thereby and the Manager shall be liable for the dishonesty, negligent, wilful or criminal acts or omissions of the Manager and its agents servants workmen contractors and other persons duly authorised by the Manager. |

THE THIRD SCHEDULE
RESTRICTIONS AND PROHIBITIONS

- | | |
|--|--|
| Not to partition | 1. Not to partition any Phase 4 Residential Unit or Phase 4 Car Parking Space. |
| User | 2. (a) Not to use or permit or suffer to be used any Phase 4 Residential Unit for any purpose whatsoever other than as a private dwelling.

(b) Not to use or permit or suffer to be used any Phase 4 Car Parking Space other than for the parking of one private motor vehicle or one private motor cycle (as the case may be). |
| Not to make alterations or additions | 3. (a) Other than in exceptional circumstances and subject to the prior written consent of the Manager, not to make any structural alterations or additions or paint the outside of any Phase 4 Residential Unit, alter the exterior window glass, alter or remove the railings or balustrades on any Phase 4 Air-conditioner Platform, Phase 4 Utility Platform or Phase 4 Balcony, or generally do anything that might alter or affect the external appearance of any Phase 4 Residential Unit.

(b) Not to make any structural alteration which will interfere with or affect the rights of the other Owners.

(c) Not to make any alteration to the common fire exit door/facilities which are connected to the private lift lobby which forms part of a Phase 4 Residential Unit. |
| Phase 4 Air-conditioner Platforms, Phase 4 Balconies and Phase 4 Utility Platforms | 4. (a) Not to cause, permit, suffer or allow any Phase 4 Balcony and the covered area underneath such Phase 4 Balcony or any Phase 4 Utility Platform and the covered area underneath such Phase 4 Utility Platform to be enclosed above the safe parapet height other than as under the Approved Plans by any material of whatsoever kind or nature, and to keep and maintain any Phase 4 Air-conditioner Platform, Phase 4 Balcony or Phase 4 Utility Platform in the design and layout as provided under the Approved Plans.

(b) Not to erect, affix or place or cause or permit or suffer or allow to be erected, affixed or placed any structure or partition of any material whether of a permanent or temporary nature on any Phase 4 Air-conditioner Platform, Phase 4 Balcony or Phase 4 Utility Platform or any part thereof. |
| Not to hang washing | 5. Not to use or permit or suffer to be used any portion of any Unit or the roofs or flat roofs or gardens (if any) held and enjoyed therewith, other than the place provided therein specifically therefor, for the washing or drying of clothes or any similar purpose or in any way which may alter |

the external appearance of the buildings or cause damage, nuisance, annoyance or inconvenience to the other Owners and occupiers of the Land and the Development PROVIDED THAT drying of clothes is allowed in any Phase 4 Utility Platform below the railing level.

Not to exhibit signs

6. Not to exhibit in or upon any Phase 4 Residential Unit any name, writing, drawing, signboard, plate, advertisement or placard of any kind.

Not to misuse lavatories

7. Not to use or permit or suffer to be used any water closet or other water apparatus on or in the Land and the Development (including those within the Phase 4 Residential Units) for any purpose other than that for which they are intended and not to throw or permit or suffer to be thrown into any W.C. pan, urinal, basin, sink or other lavatory fitting any foreign or deleterious substance of any kind and to pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision. The cost of clearing any blockage and/or making good any breakage or damage resulting from their misuse will be charged to the person responsible or to the Owner of the Unit in which the problem originated.

Not to obstruct Common Areas

8. (a) Not to use or cause or permit or suffer the use of any of the Estate Common Areas in Phase 4, the Residential Development Common Areas in Phase 4, the Phase 4 Common Areas, the Phase 4 Residential Common Areas, the Phase 4 Residential Common Areas (for Designated Units Only) and the Phase 4 Car Park Common Areas for the purpose of drying laundry (except in the places specifically provided therefor) or hanging or placing or storing any article or thing thereon or therein and not to permit servants (or the children of any servant) or any other person to use the same for loitering or eating.

(b) Not to encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, dustbins, packaging goods, rubbish, chattels or other obstruction of any kind or nature any of the Estate Common Areas in Phase 4, the Residential Development Common Areas in Phase 4, the Phase 4 Common Areas, the Phase 4 Residential Common Areas, the Phase 4 Residential Common Areas (for Designated Units Only) and the Phase 4 Car Park Common Areas and the Manager shall be entitled without notice and at the Owner's expense to remove and dispose of as they see fit any such material aforesaid and the Manager shall not thereby incur any liability to the Owner or any other person whomsoever and each and every Owner hereby agrees to keep the Manager indemnified against all losses, claims, damages or expenses of and against the Manager in respect thereof.

No erection of metal grilles and shutters

9. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows or door or doors or entrance or entrances of any Phase 4 Residential Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services

Ordinance (Cap. 95 of the Laws of Hong Kong) or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Phase 4 Residential Common Areas, the Phase 4 Residential Common Services and Facilities, the Phase 4 Residential Common Areas (for Designated Units Only) or the Phase 4 Residential Common Services and Facilities (for Designated Units Only) and the design of any metal grille or shutter or gate shall, prior to the installation thereof, first be submitted to the Manager for its approval in writing and the subsequent installation shall follow strictly the approved design and any conditions that may be imposed.

Not to obstruct driveways

10. Not to park in, obstruct or otherwise use or permit or suffer any servant, agent, visitor or licensee to park in, obstruct or otherwise use those areas of the Land and the Development allocated to the parking, movement or access of vehicles or designated as loading and unloading areas otherwise than in accordance with the Phase 4 House Rules from time to time made pursuant to Section G of this Deed or the Building Rules made pursuant to Section K of the Principal Deed.

Visitors' Car Parking Spaces in Phase 4

11. The Visitors' Car Parking Spaces in Phase 4, which form parts of the Residential Development Common Areas in Phase 4, shall be used only for the parking of motor vehicles licensed under the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the Residential Development.

Parking spaces for disabled persons

12. The parking spaces for disabled persons in the Phase 4 Car Park, which form parts of the Residential Development Common Areas in Phase 4, shall be used only for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the Residential Development.

Loading and unloading bays

13. The 2 loading and unloading bays on the Podium Floor of Phase 4, which form parts of the Phase 4 Residential Common Areas, shall be used only for the purpose of loading and unloading of goods vehicles by the Owners or residents of the Phase 4 Residential Development.

Phase 4 Greenery Areas

14. Not to use the Phase 4 Greenery Areas for any other purpose without the prior consent of the Building Authority.

Flat roofs, gardens and/or roofs, etc.

15. Not to do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place, erect, affix or install or permit or suffer to be placed, erected, affixed or installed by them any items on or in any Phase 4 Air-conditioner Platform, Phase 4 Balcony, Phase 4 Utility Platform, flat roof, garden, roof, air-conditioning plinth, planter

and/or parapet (if any and forming part of a Phase 4 Residential Unit):

(a) which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola at any time in the course of the management and/or the maintenance of the Phase 4 Residential Development;

(b) which affects or is likely to affect the appearance of any parapet wall or glass panel forming part of a Phase 4 Residential Unit; or

(c) which alters or damages or is likely to alter or damage any hard paving area forming part of garden (if any) of a Phase 4 Residential Unit.

Height control and
planting requirement

16. (a) Not to plant, grow, place, erect, affix or install or permit or suffer to be planted, grown, placed, erected, affixed or installed by his tenants, occupiers or licensees any plant, tree, furniture or other items on or in any Phase 4 Air-conditioner Platform, Phase 4 Balcony, Phase 4 Utility Platform, flat roof, garden, roof, air-conditioning plinth, planter and/or parapet (if any and forming part of a Phase 4 Residential Unit) that exceeds the height of the parapet wall/glass panel and/or railing level thereof.

(b) Not to plant or grow or permit or suffer to be planted or grown by his tenants, occupiers or licensees any plant or tree in any garden forming part of a Phase 4 Residential Unit unless planted and carried in the large tank provided at the relevant Phase 4 Residential Unit on completion of the purchase by the first Owner of the relevant Phase 4 Residential Unit or other tank of such size and material to be from time to time specified by the Manager.

(c) Not to install jacuzzi in any roof forming part of a Phase 4 Residential Unit other than that provided at the relevant Phase 4 Residential Unit on completion of the purchase by the first Owner of the relevant Phase 4 Residential Unit or other jacuzzi of such size and material to be from time to time specified by the Manager.

Phase 4 Air-conditioner
Platforms

17. (a) The Phase 4 Air-conditioner Platforms (including those complying with the criteria set out in Appendix B of the Code of Practice on Access for External Maintenance 2021 or as amended or substituted from time to time) provided on Phase 4 Balconies and/or Phase 4 Utility Platforms shall be used as areas for air-conditioning only and shall not be used for any other purpose other than for installation of outdoor unit(s) of air-conditioner(s) serving the relevant Phase 4 Residential Unit.

(b) The Owner of any Phase 4 Residential Unit with Phase 4 Air-conditioner Platform shall only install outdoor unit(s) of air-conditioner(s) serving his Phase 4 Residential Unit at the Phase 4 Air-conditioner

Platform.

(c) No individual air-conditioner platform shall be erected at the external walls of the Towers.

Private lift lobby forming part of a Phase 4 Residential Unit

18. The Owner of any Phase 4 Residential Unit with any private lift lobby serving exclusively and forming part of his Phase 4 Residential Unit shall not:-

(a) alter any door(s) of such private lift lobby connecting to the common areas unless with the Manager's prior approval (which approval shall not be unreasonably withheld) PROVIDED THAT the Manager shall not charge any fee other than a reasonable administrative fee for issuing such approval and all such fees shall be credited to the relevant account of the Special Fund for Phase 4 and any alteration work shall be subject to such guidelines and/or specifications and/or prescribed design as may be adopted or issued by the Manager from time to time and in no event shall the lift doors and the fire exit doors be altered. For the avoidance of doubt, this Clause does not apply to any door(s) of a private lift lobby connecting to other parts of the relevant Phase 4 Residential Unit;

(b) put install or otherwise place any article upon such private lift lobby thereby obstructing the access to such private lift lobby by the Manager for the purpose of exercising its rights under Clause 3 of Part II of the Second Schedule hereto;

(c) erect affix install attach remove or permit or suffer to be erected affixed installed attached or removed any structure or material to in or on or at the lift door and panels facing such private lift lobby of his Phase 4 Residential Unit; or paint, change or alter or replace with material different from that already provided to such lift door and panels; or do or permit to be done any act or thing which may affect the finishes or external appearance or original design or material of such lift door and panels; and

(d) alter the fire fighting and protection installations in or appertaining to his Phase 4 Residential Unit including but not limited to smoke detector and fire alarm of the automatic fire detection system serving such Phase 4 Residential Unit with private lift lobby exclusively and when necessary replace any part or parts thereof which require replacement to the satisfaction of the relevant Government department(s). The Owner and resident of any Phase 4 Residential Unit with private lift lobby shall comply with the following fire safety provisions to the satisfaction of the relevant Government department(s) and the Manager:

(i) addressable smoke detectors provided at the common lobby outside the Phase 4 Residential Units shall not be removed or tampered or obstructed;

- (ii) addressable smoke detectors with sounder base provided inside the private lift lobby of Phase 4 Residential Units shall not be removed or tampered or obstructed;
- (iii) self-closing devices of main entrance door of Phase 4 Residential Units shall not be removed;
- (iv) the fire safety provisions mentioned in (i) and (ii) above shall be subject to annual check at the cost and expense of the Owner of the Phase 4 Residential Unit with private lift lobby conducted by the RFSIC;
- (v) the Owners and residents of the Phase 4 Residential Units shall allow access for the RFSIC to carry out annual check, maintenance and inspection of the fire safety provisions in the Phase 4 Residential Units;
- (vi) maintenance and inspection work of the fire safety provisions mentioned in (i) and (ii) above with appropriate maintenance procedures shall be carried out, at the cost and expense of the Owner of the Phase 4 Residential Unit with private lift lobby, by RFSIC who shall be responsible for issuance of the relevant maintenance certificate (F.S. 251) to prove the function of such fire safety provisions.

THE FOURTH SCHEDULE
PHASE 4 HOUSE RULES

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

conditioning plinth designated for such purposes for the relevant Phase 4 Residential Unit), subject to the Manager's right to require such subsequent modifications (or complete removal) of any installed air-conditioners or similar or related plant or equipment (whether or not the installation of the same requires the Manager's consent under this Clause) as they may deem necessary including, without limitation, the taking of measures to avoid condensation dripping on the premises below;

- (b) the installation and/or use of window guard;

PROVIDED THAT the Manager must not charge any fee other than a reasonable administrative fee for issuing the consent and such fee must be credited to the relevant account(s) of the Special Fund for Phase 4.

5. No washing may be hung on or anything projected from or out of any roof, flat roof, Phase 4 Air-conditioner Platform, Phase 4 Balcony, Phase 4 Utility Platform or window of the Phase 4 Residential Units or any other buildings on Phase 4 PROVIDED THAT drying of clothes is allowed in any Phase 4 Utility Platform below the railing level.

6. Each resident is required to keep his Unit in a good state of preservation and cleanliness and is responsible for ensuring that no dirt, garbage, waste or other matter is dropped, swept or thrown outside onto the Common Areas, or the premises of any other resident.

7. Garbage and refuse from each Unit shall be removed and handled in such manner as the Manager may direct.

8. Residents must not play or operate any musical instrument, radio, television, recording equipment or such like, or cause or permit or suffer any noise to emanate from their Units so as to cause a nuisance to other Owners, residents or occupiers of the Estate.

9. The Phase 4 Residential Units are to be used for residential purposes only and must not be used for or in connection with any business or for gambling or any illegal or immoral purpose.

10. Notwithstanding Clause 1(x) in the Third Schedule of the Principal Deed, no Owner or resident shall bring or keep in any Unit any dogs, cats, pets, live poultry or other animals which may be the subject of reasonable complaint from at least two (2) Owners or occupiers of any part of the Estate, the reasonableness of such complaint shall be determined by the Manager at its absolute discretion PROVIDED THAT this provision shall not apply to guide dogs required for persons with disability in vision and PROVIDED FURTHER THAT:-

- (a) in no event shall dogs be permitted in lifts or in any part of the Estate intended for common use unless they are carried or on leash and wearing mouth strap;
- (b) notwithstanding anything contained in the foregoing, in no event shall dogs be permitted in the Common Areas (including without limitation the Club House(s) and lawn areas) save for those areas as may be designated by the Manager for use by dogs from time to time.

11. The Manager is empowered to make, revoke and amend the Fitting Out Rules relating to the carrying out of work to any Unit and rules and regulations governing the use and enjoyment of the swimming pool and all other recreational facilities.

12. Residents are not permitted to utilise any employee of the Manager or any of the staff of Phase 4 for their own private business or purposes.

13. Any consent or approval under Phase 4 House Rules given by the Manager may be revoked at any time PROVIDED THAT such consent or approval shall not be revoked unreasonably.

14. Any queries or complaints in regard to any matter concerning Phase 4 should be made to the Manager, preferably in writing.

THE FIFTH SCHEDULE
PHASE 4 WORKS AND INSTALLATIONS

1. structural elements;
2. external wall finishes and roofing materials;
3. fire safety elements;
4. plumbing system;
5. drainage system;
6. fire services installations and equipment;
7. electrical wiring system;
8. lift installations;
9. gas supply system;
10. window/curtain wall/cladding installations;
11. ventilation and air-conditioning systems;
12. all internal finishes of Common Areas;
13. building maintenance units including gondolas;
14. all external works at grade and/or above grade including all soft and hard landscaping features;
15. telecommunication systems;
16. carpark control system;
17. security system and apparatus;
18. swimming pool and water features filtration systems; and
19. television and broadcasting system

THE SIXTH SCHEDULE

PHASE 4 AIR-CONDITIONER PLATFORMS, PHASE 4 BALCONIES AND PHASE 4 UTILITY PLATFORMS

PHASE 4 AIR-CONDITIONER PLATFORMS

<u>Tower</u>	<u>Unit which has Phase 4 Air-conditioner Platform(s)</u>
1 (1A)	6/F – 42/F: Units A & B
1 (1B)	6/F – 42/F: Units A, B, C, D & E
1(1C)	5/F: Units B & C 6/F – 42/F: Units A, B, C & D
2 (2A)	6/F – 23/F: Units A, B, C, D, E, F & G 26/F – 42/F: Units A, C, D, E, F & G
2 (2B)	6/F – 23/F: Units A, B, C, D, E, F & G 26/F – 42/F: Units A, B, C, D, E & F

PHASE 4 BALCONIES

<u>Tower</u>	<u>Unit which has a Phase 4 Balcony</u>
1 (1A)	6/F – 43/F: Units A & B
1 (1B)	6/F – 42/F: Units A, B, C, D & E 43/F: Unit A
1(1C)	5/F: Units B & C 6/F – 42/F: Units A, B, C & D 43/F: Unit A
2 (2A)	6/F – 23/F: Units A, B, C, D, E, F & G 26/F – 42/F: Units A, C, D, E, F & G 43/F: Unit A
2 (2B)	6/F – 23/F: Units A, B, C, D, E, F & G 26/F – 42/F: Units A, B, C, D, E & F 43/F: Unit A

PHASE 4 UTILITY PLATFORMS

<u>Tower</u>	<u>Unit which has a Phase 4 Utility Platform</u>
1 (1A)	6/F – 42/F: Units A & B
1 (1B)	6/F – 42/F: Units A, B, C, D & E
1(1C)	5/F: Units B & C 6/F – 42/F: Units A, B, C & D
2 (2A)	6/F – 23/F: Units A, B, C, D, E, F & G 26/F – 42/F: Units A, C, D, E, F & G
2 (2B)	6/F – 23/F: Units A, B, C, D, E, F & G 26/F – 42/F: Units A, B, C, D, E & F

Notes:

- 16/F in Tower 1 (1A, 1B and 1C) is the refuge floor; 25/F in Tower 2 (2A and 2B) is the refuge floor.
- There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 1 (1A, 1B and 1C).
- There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 2 (2A and 2B).

SIGNED SEALED and DELIVERED)
by **Mr. Choy, Yiu Fai Lawrence**)
)
the lawful attorney of MTR Corporation Limited)
(香港鐵路有限公司) in its capacity as registered)
owner of the Units in Phase 4 of the Estate (except)
the First Assigned Premises) whose signature is)
verified by :)



Wong Koon Ming
Solicitor, Hong Kong SAR
Deacons

SEALED with the COMMON SEAL of the)
Purchaser and SIGNED by Mr. LI ALWYN)
DEREK SHUNG HON, sole director duly)
authorized by the written resolutions of the Sole)
Director of the Purchaser in the presence of :-)



Au Kwok Tim
Solicitor, Hong Kong SAR
Deacons

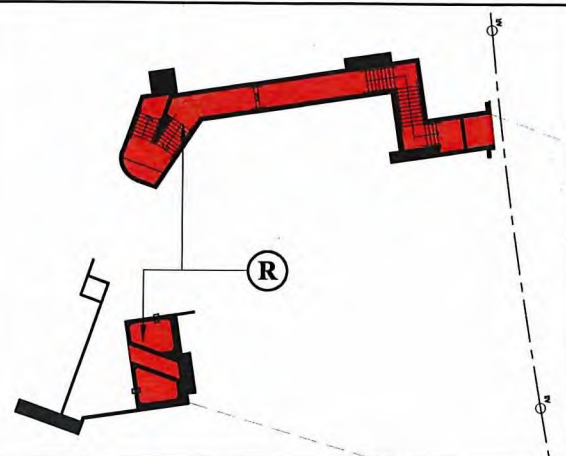
SIGNED SEALED and DELIVERED)
by **Mr. Choy, Yiu Fai Lawrence**)
)
the lawful attorney of MTR Corporation Limited)
(香港鐵路有限公司) in its capacity as the)
Manager whose signature is verified by:)



Wong Koon Ming
Solicitor, Hong Kong SAR
Deacons

FOR IDENTIFICATION PURPOSE ONLY

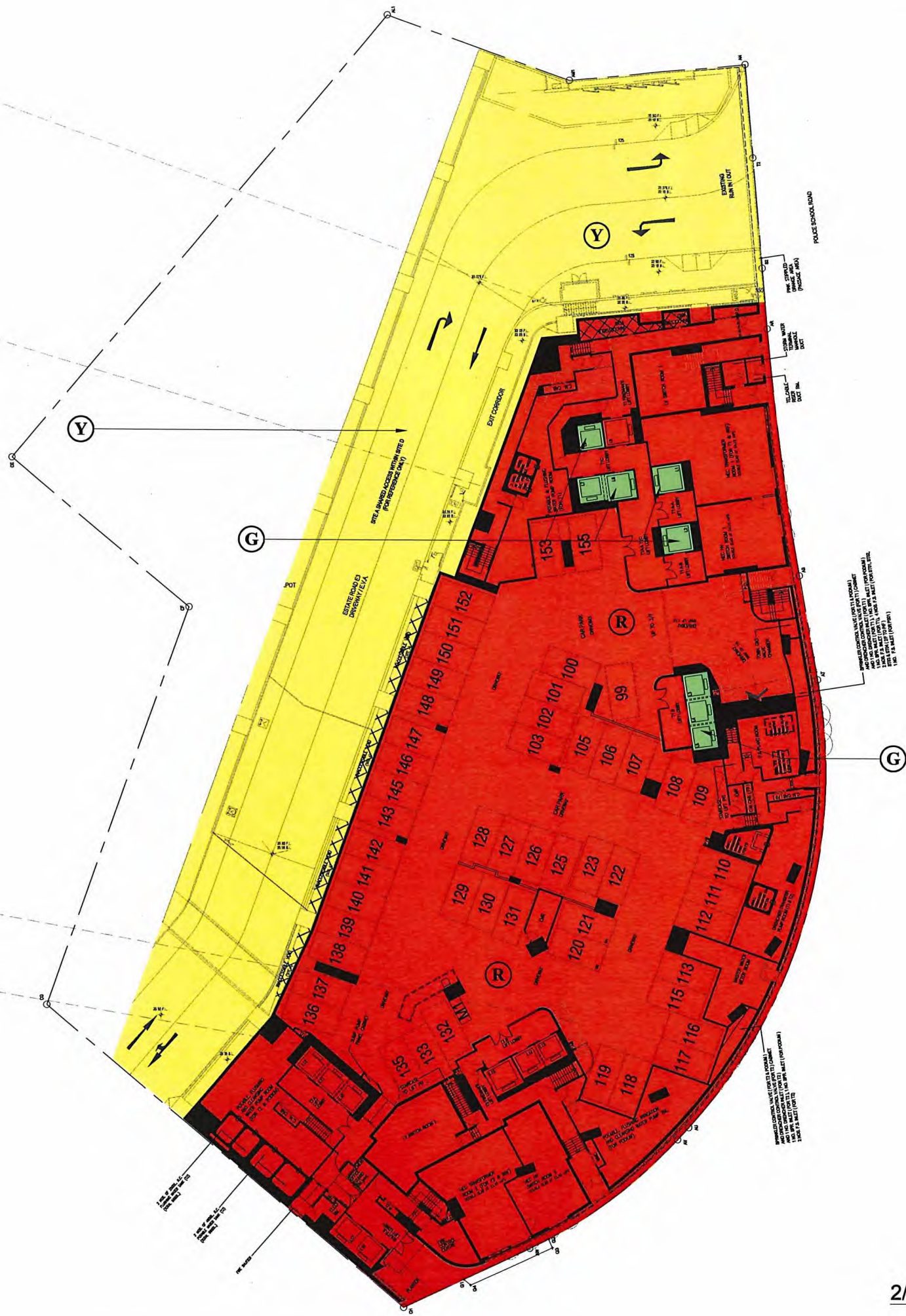
NOT TO SCALE



UPPER 2/F PLAN



UPPER 2/F PLAN



2/F PLAN



RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

- YELLOW - REMAINING PART OF PHASE 4
- RED - PHASE 4A
- GREEN - PHASE 4B

I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI

B.A. (A.S.) MARCH
HKIA
Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

DWG NO. SDMCH-001


FOR IDENTIFICATION PURPOSE ONLY


NOT TO SCALE



RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

 RED - PHASE 4A

 GREEN - PHASE 4B

**I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI**

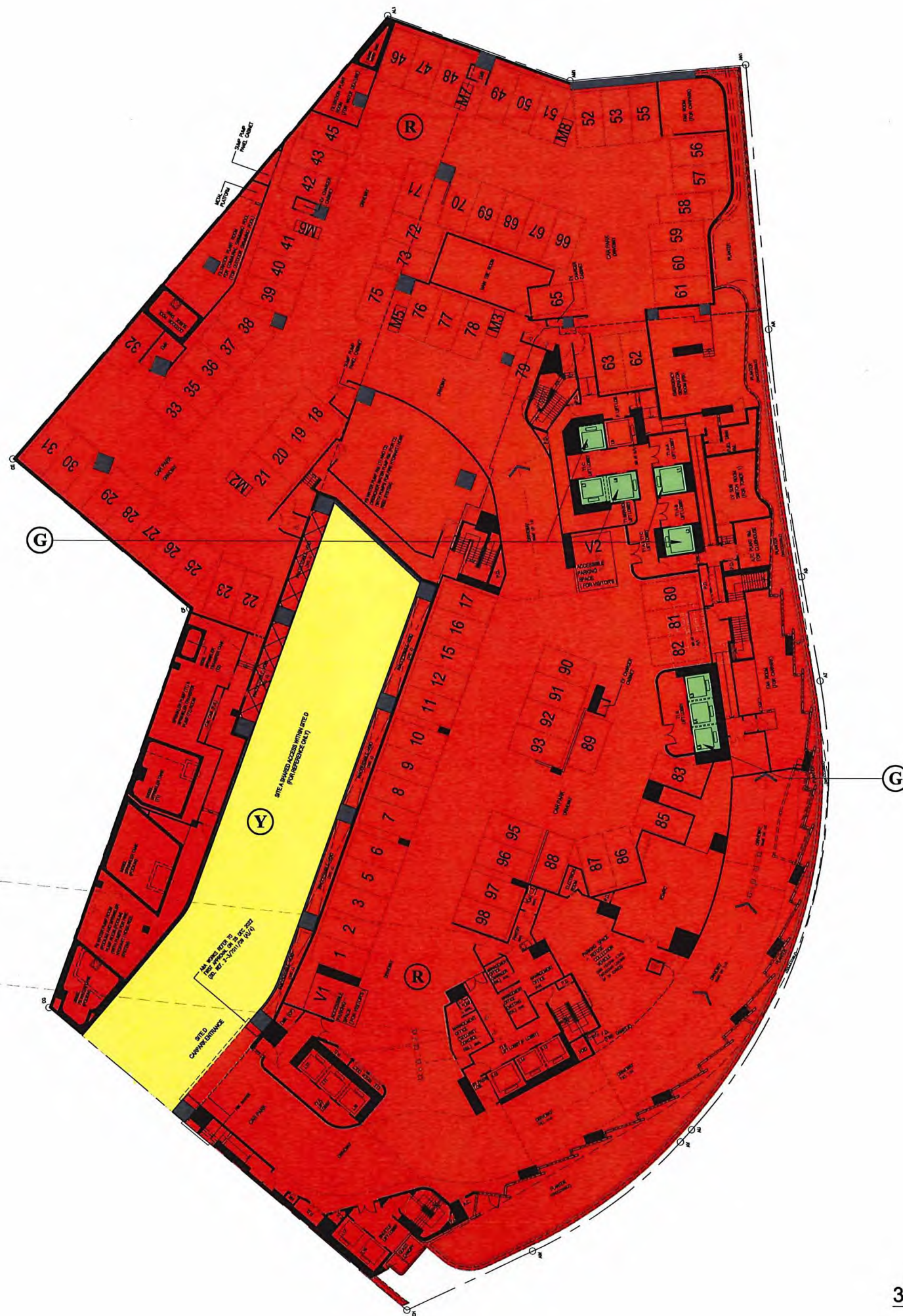
B.A. (A.S.) M.ARCH
HKIA
Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

LOWER 2/F PLAN

DWG NO. SDMCH-002




FOR IDENTIFICATION PURPOSE ONLY

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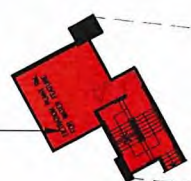


RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

-  YELLOW – REMAINING PART OF PHASE 4
-  RED – PHASE 4A
-  GREEN – PHASE 4B

(R)



UPPER 3/F PLAN

3/F PLAN

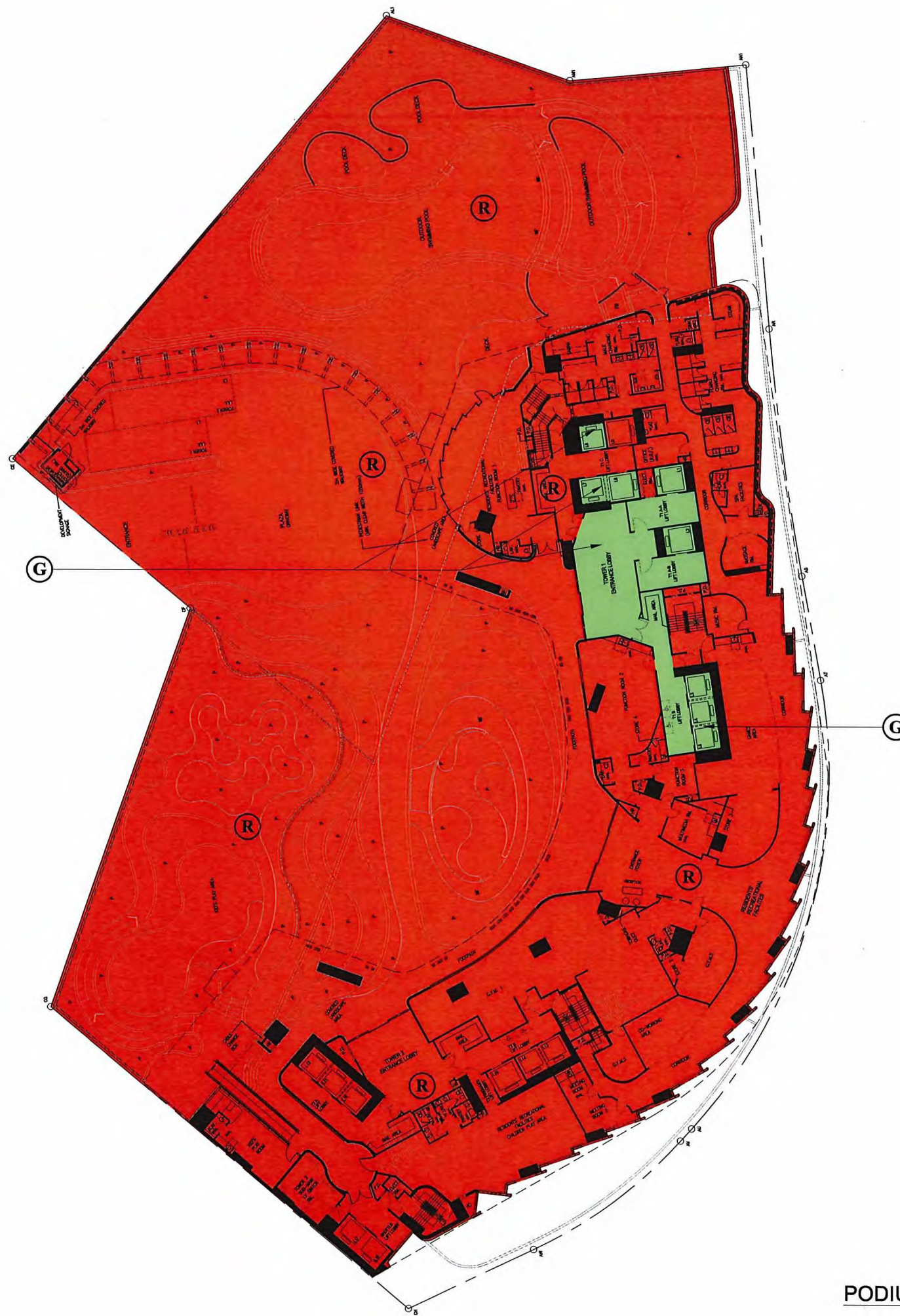
**I HEREBY CERTIFY
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Authorized Person (Architect)
JAN 2025

DWG NO. SDMCH-003


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RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

 RED - PHASE 4A

 GREEN - PHASE 4B

**I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI**

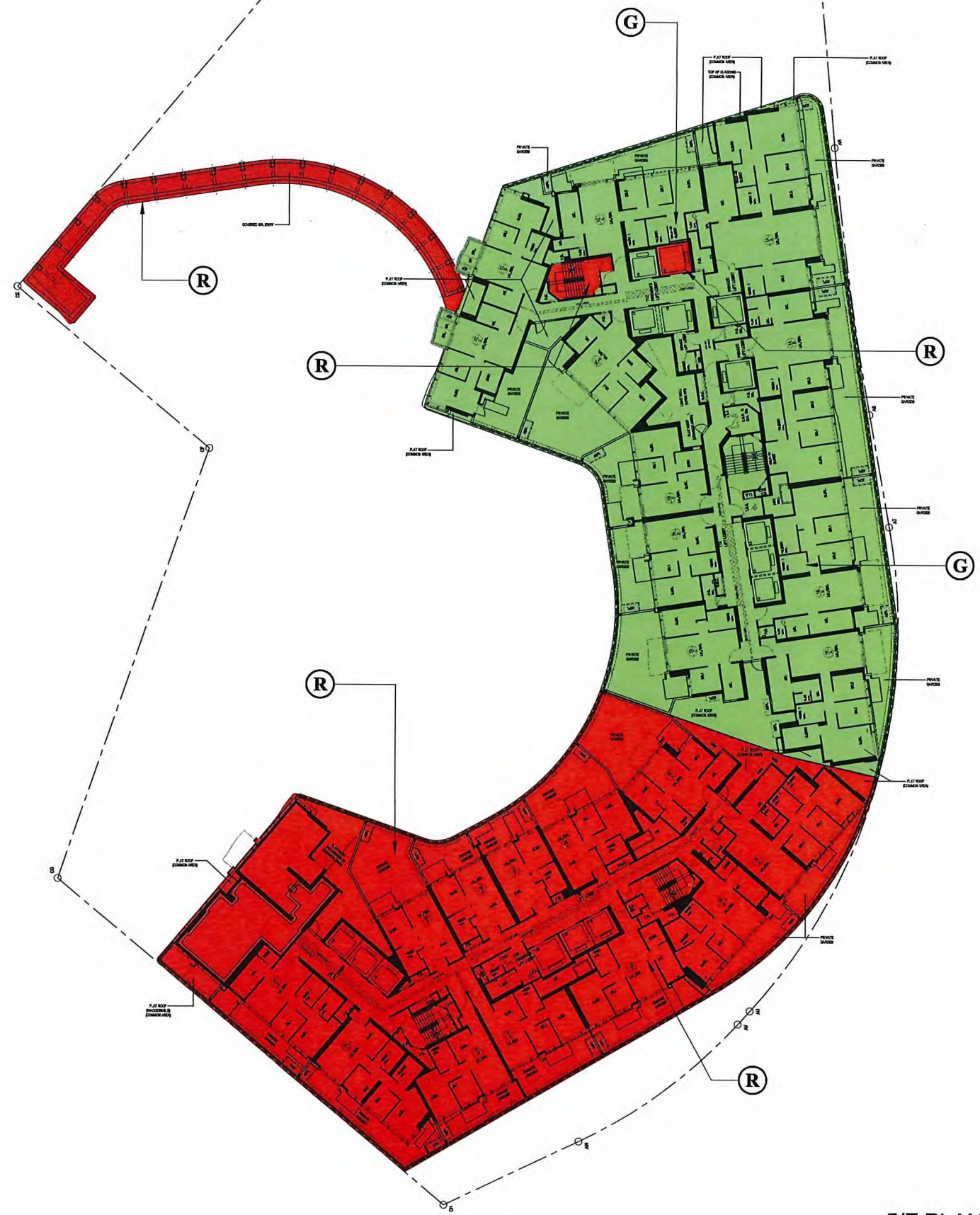
B.A. (A.S.) M.ARCH
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Registered Architect (HK)
Authorized Person (Architect)
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PODIUM PLAN

DWG NO. SDMCH-004



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RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

-  RED - PHASE 4A
-  GREEN - PHASE 4B

**I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI**

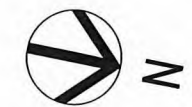
B.A. (A.S.) M.ARCH
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Authorized Person (Architect)
JAN 2025

**5/F PLAN
(4/F OMITTED)**

DWG NO. SDMCH-005

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RESIDENTIAL DEVELOPMENT AT SITE D
 OF WONG CHUK HANG STATION
 PROPERTY DEVELOPMENT
 ABERDEEN INLAND LOT NO. 467

LEGEND

- RED - PHASE 4A
- GREEN - PHASE 4B

**I HEREBY CERTIFY
 THE ACCURACY OF THIS PLAN
 NG KWOK FAI**

**B.A. (A.S.) MARCH
 HKIA
 Registered Architect (HK)
 Authorized Person (Architect)
 JAN 2025**

**TOWER 1
 5/F PLAN
 (4/F OMITTED)**

DWG NO. SDMCH-006

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RESIDENTIAL DEVELOPMENT AT SITE D
 OF WONG CHUK HANG STATION
 PROPERTY DEVELOPMENT
 ABERDEEN INLAND LOT NO. 467

LEGEND

- RED - PHASE 4A
- GREEN - PHASE 4B

**I HEREBY CERTIFY
 THE ACCURACY OF THIS PLAN
 NG KWOK FAI**

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 HKIA
 Registered Architect (HK)
 Authorized Person (Architect)
 JAN 2025

DWG NO. SDMCH-007

TOWER 1
6/F - 15/F PLAN
 (13/F & 14/F OMITTED)

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RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

- RED - PHASE 4A
- GREEN - PHASE 4B

**I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI**

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HKIA
Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

TOWER 1
16/F PLAN
(REFUGE FLOOR)

DWG NO. SDMCH-008

FOR IDENTIFICATION PURPOSE ONLY

NOT TO SCALE



RESIDENTIAL DEVELOPMENT AT SITE D
 OF WONG CHUK HANG STATION
 PROPERTY DEVELOPMENT
 ABERDEEN INLAND LOT NO. 467

LEGEND

- RED - PHASE 4A
- GREEN - PHASE 4B

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 THE ACCURACY OF THIS PLAN
 NG KWOK FAI**

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Authorized Person (Architect)
 JAN 2025

DWG NO. SDMCH-009

TOWER 1
17/F - 37/F PLAN
(24/F & 34/F OMITTED)

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NOT TO SCALE



RESIDENTIAL DEVELOPMENT AT SITE D
 OF WONG CHUK HANG STATION
 PROPERTY DEVELOPMENT
 ABERDEEN INLAND LOT NO. 467

LEGEND

- RED - PHASE 4A
- GREEN - PHASE 4B

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 THE ACCURACY OF THIS PLAN
 NG KWOK FAI**

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**TOWER 1
 38/F - 42/F PLAN**

DWG NO. SDMCH-010

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RESIDENTIAL DEVELOPMENT AT SITE D
 OF WONG CHUK HANG STATION
 PROPERTY DEVELOPMENT
 ABERDEEN INLAND LOT NO. 467

LEGEND

- RED - PHASE 4A
- GREEN - PHASE 4B

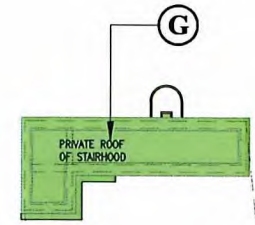
**I HEREBY CERTIFY
 THE ACCURACY OF THIS PLAN
 NG KWOK FAI**

B.A. (A.S.) MARCH
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 Authorized Person (Architect)
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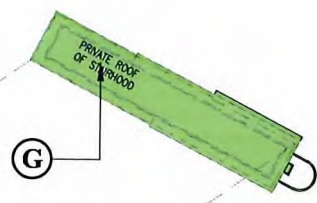
**TOWER 1
 43/F PLAN**

DWG NO. SDMCH-011

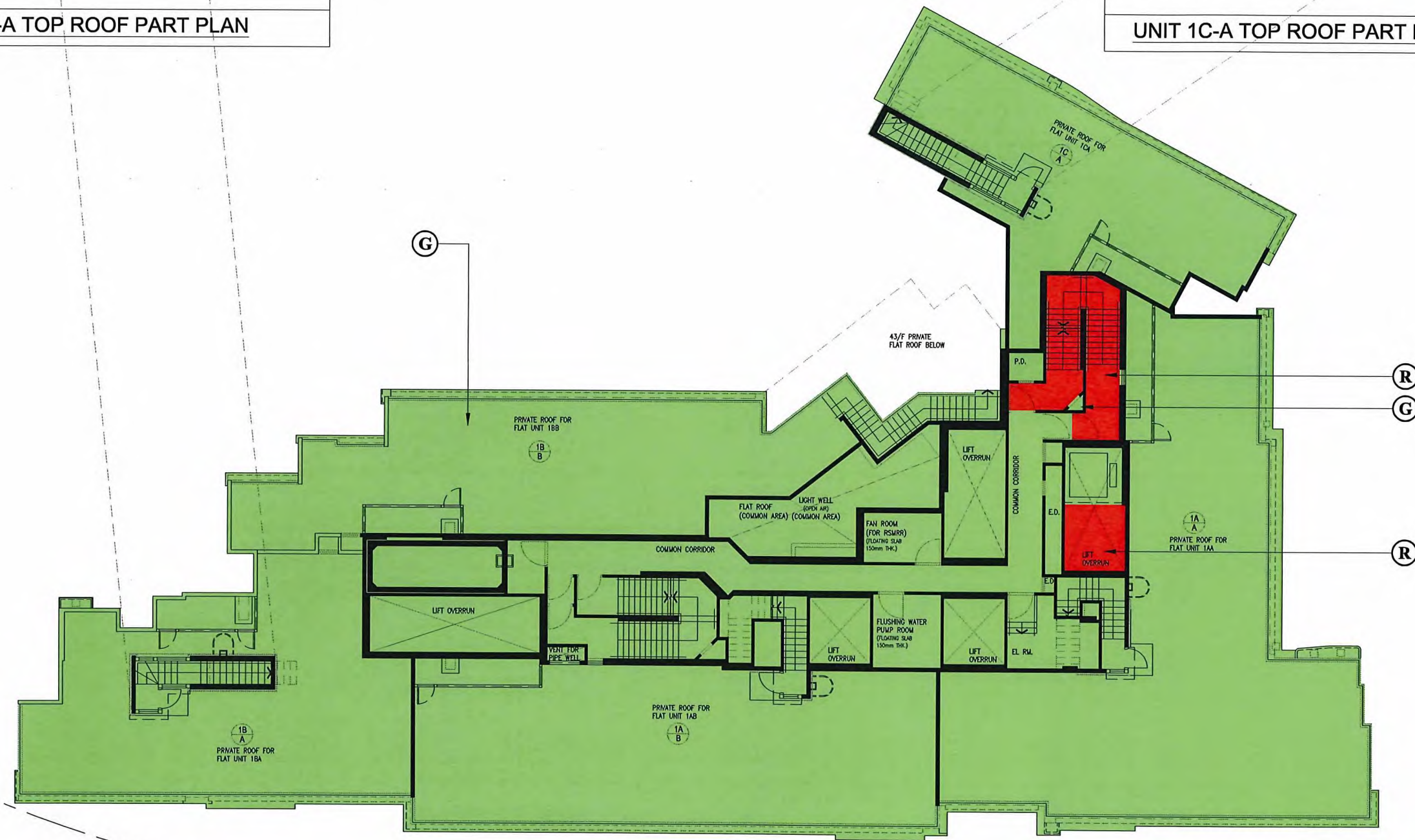
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NOT TO SCALE



UNIT 1B-A TOP ROOF PART PLAN



UNIT 1C-A TOP ROOF PART PLAN



RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

- RED - PHASE 4A
- GREEN - PHASE 4B

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NG KWOK FAI

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Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

TOWER 1
ROOF PLAN

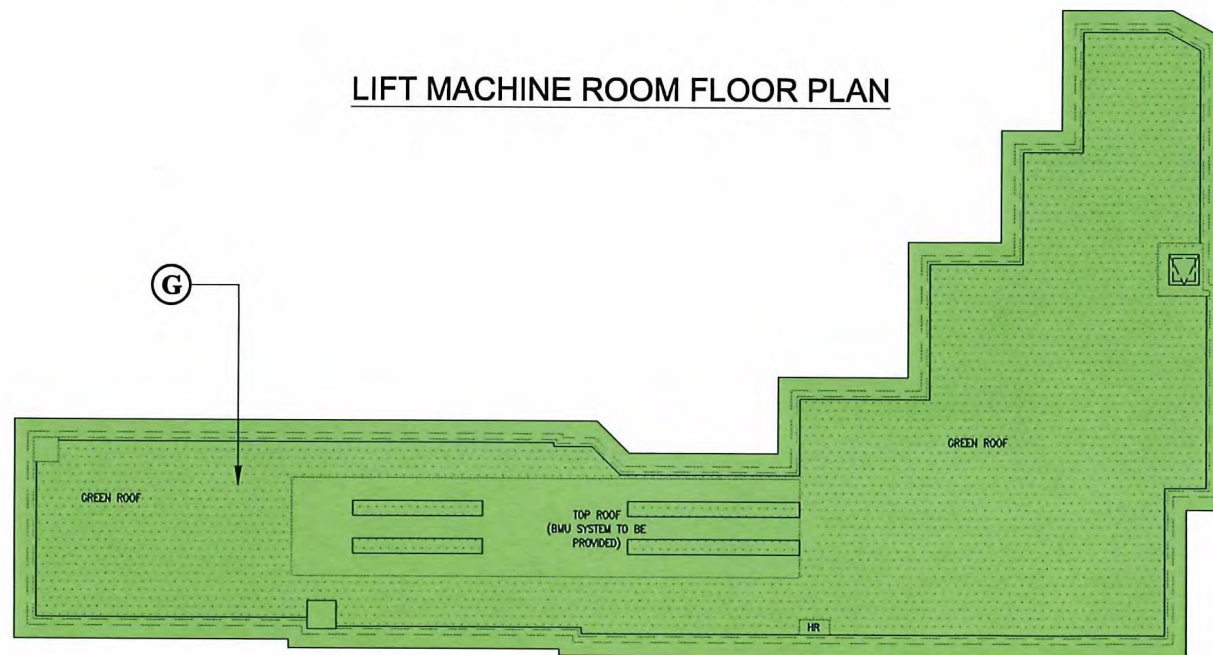
DWG NO. SDMCH-012

FOR IDENTIFICATION PURPOSE ONLY

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LIFT MACHINE ROOM FLOOR PLAN





TOP ROOF PLAN



RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

-  RED - PHASE 4A
-  GREEN - PHASE 4B

**I HEREBY CERTIFY
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NG KWOK FAI**

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JAN 2025

TOWER 1
LIFT MACHINE ROOM FLOOR PLAN
& TOP ROOF PLAN

DWG NO. SDMCH-013

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RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

 RED - PHASE 4A

I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI

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Authorized Person (Architect)
JAN 2025

TOWER 2
5/F PLAN
(4/F OMITTED)

DWG NO. SDMCH-014

FOR IDENTIFICATION PURPOSE ONLY

NOT TO SCALE



RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

 RED - PHASE 4A

**I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI**

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Authorized Person (Architect)
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TOWER 2
6/F - 23/F PLAN
(13/F & 14/F OMITTED)

DWG NO. SDMCH-015

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NOT TO SCALE



RESIDENTIAL DEVELOPMENT AT SITE D
 OF WONG CHUK HANG STATION
 PROPERTY DEVELOPMENT
 ABERDEEN INLAND LOT NO. 467

LEGEND

RED - PHASE 4A

TOWER 2
25/F PLAN
(REFUGE FLOOR)
(24/F OMITTED)

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Registered Architect (HK)
Authorized Person (Architect)
 JAN 2025

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RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

RED - PHASE 4A

TOWER 2
26/F - 37/F PLAN
(34/F OMITTED)

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Authorized Person (Architect)
JAN 2025

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RESIDENTIAL DEVELOPMENT AT SITE D
 OF WONG CHUK HANG STATION
 PROPERTY DEVELOPMENT
 ABERDEEN INLAND LOT NO. 467

LEGEND

RED - PHASE 4A

**I HEREBY CERTIFY
 THE ACCURACY OF THIS PLAN
 NG KWOK FAI**

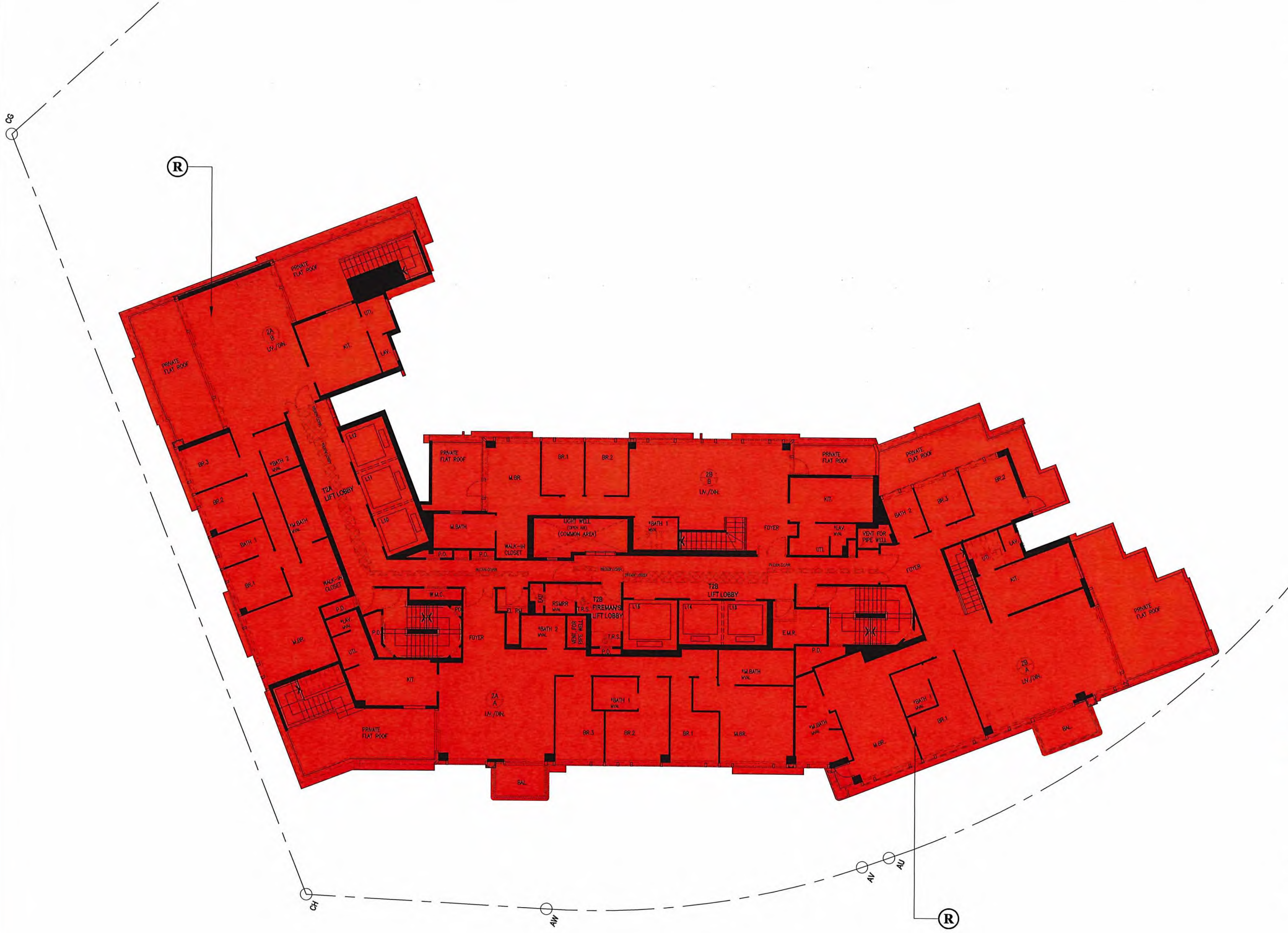
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**TOWER 2
 38/F - 42/F PLAN**

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RESIDENTIAL DEVELOPMENT AT SITE D
 OF WONG CHUK HANG STATION
 PROPERTY DEVELOPMENT
 ABERDEEN INLAND LOT NO. 467

LEGEND

RED - PHASE 4A

**TOWER 2
 43/F PLAN**

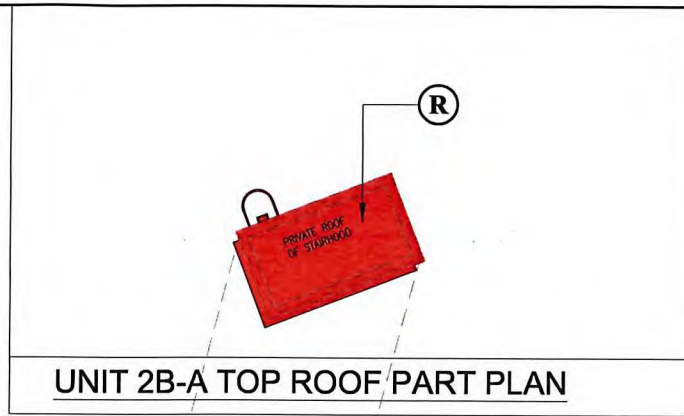
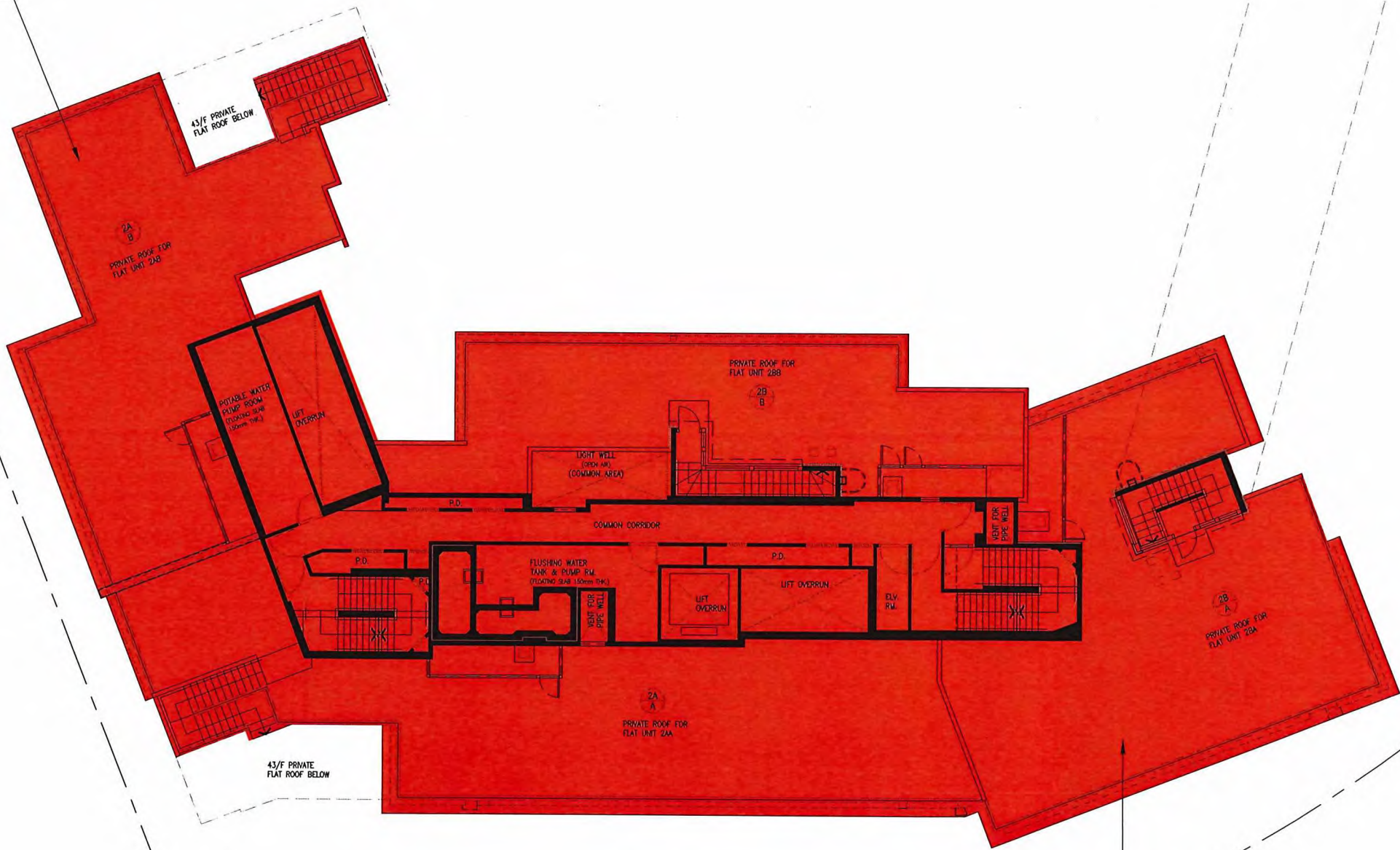
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 Authorized Person (Architect)
 JAN 2025**

DWG NO. SDMCH-019

08

(R)



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RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

RED - PHASE 4A

**TOWER 2
ROOF PLAN**

**I HEREBY CERTIFY
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HKIA
Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

DWG NO. SDMCH-020

08

AW

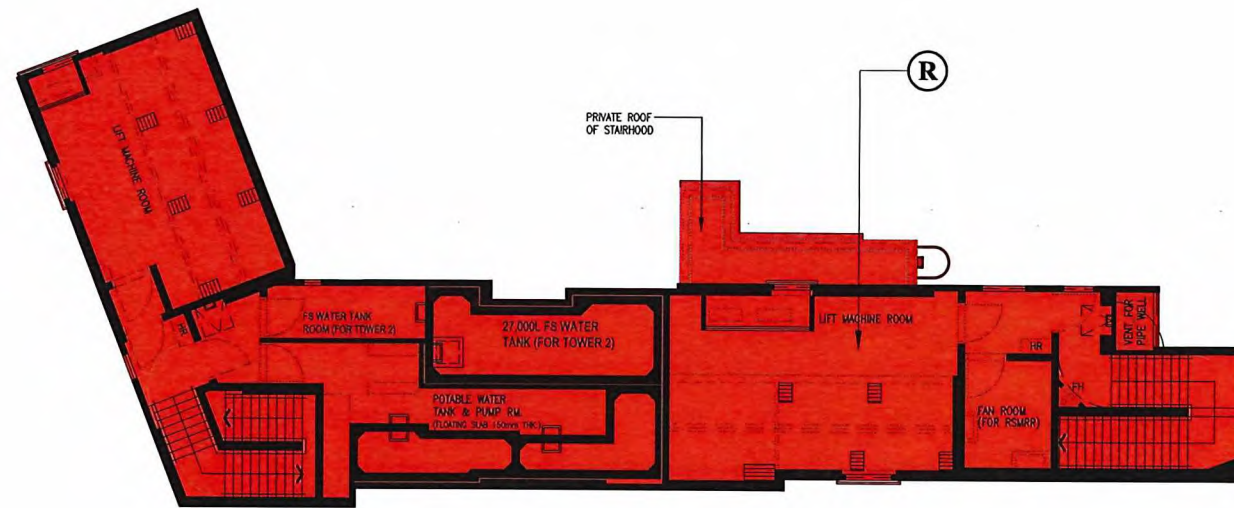
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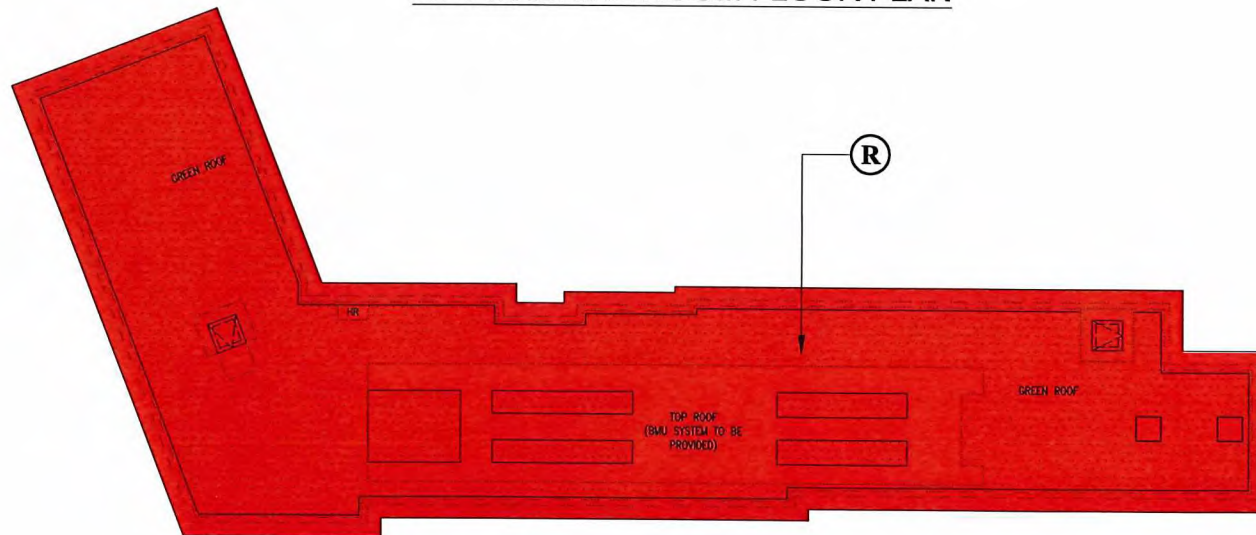
(R)

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LIFT MACHINE ROOM FLOOR PLAN



TOP ROOF PLAN



RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

 RED - PHASE 4A

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THE ACCURACY OF THIS PLAN
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Authorized Person (Architect)
JAN 2025

TOWER 2
LIFT MACHINE ROOM FLOOR PLAN
& TOP ROOF PLAN

DWG NO. SDMCH-021

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RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

R Residential Development
Common Areas in Phase 4

O Phase 4 Common Areas

Y Phase 4 Residential Common Areas

Y Phase 4 Residential Common Areas
(Greenery Area) (9.995 m²)

Y Phase 4 Residential Common Areas
(Vertical Greenery Area) (256.351 m²)

G Phase 4 Car Park Common Areas

V Phase 4 Residential Common Areas
(for Designated Units Only)

I Estate Common Areas in Phase 4

--- Site D Boundary

--- Pedestrian Link in Phase 4

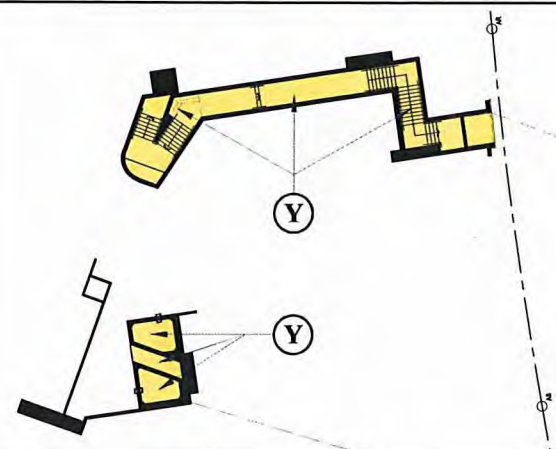
CA Common Access

**I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI**

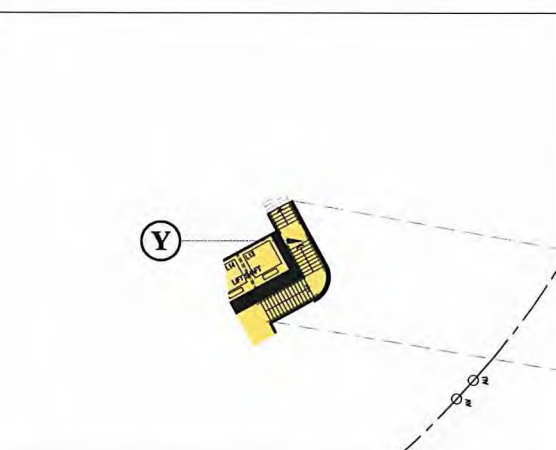
**B.A. (A.S.) M. ARCH
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Registered Architect (HK)
Authorized Person (Architect)**

JAN 2025

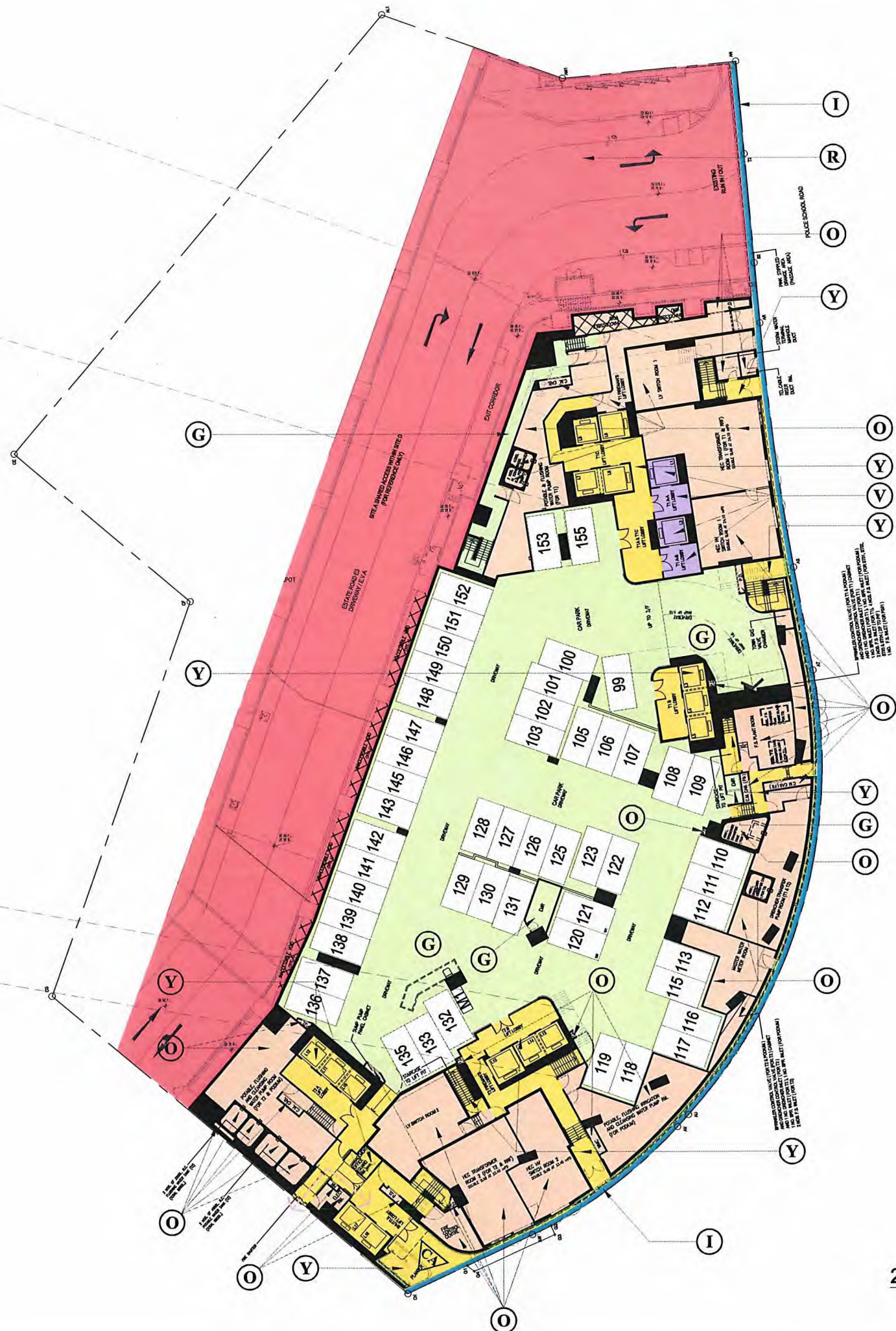
DWG NO. SDMC-001



UPPER 2/F PLAN



UPPER 2/F PLAN



2/F PLAN


FOR IDENTIFICATION PURPOSE ONLY

NOT TO SCALE

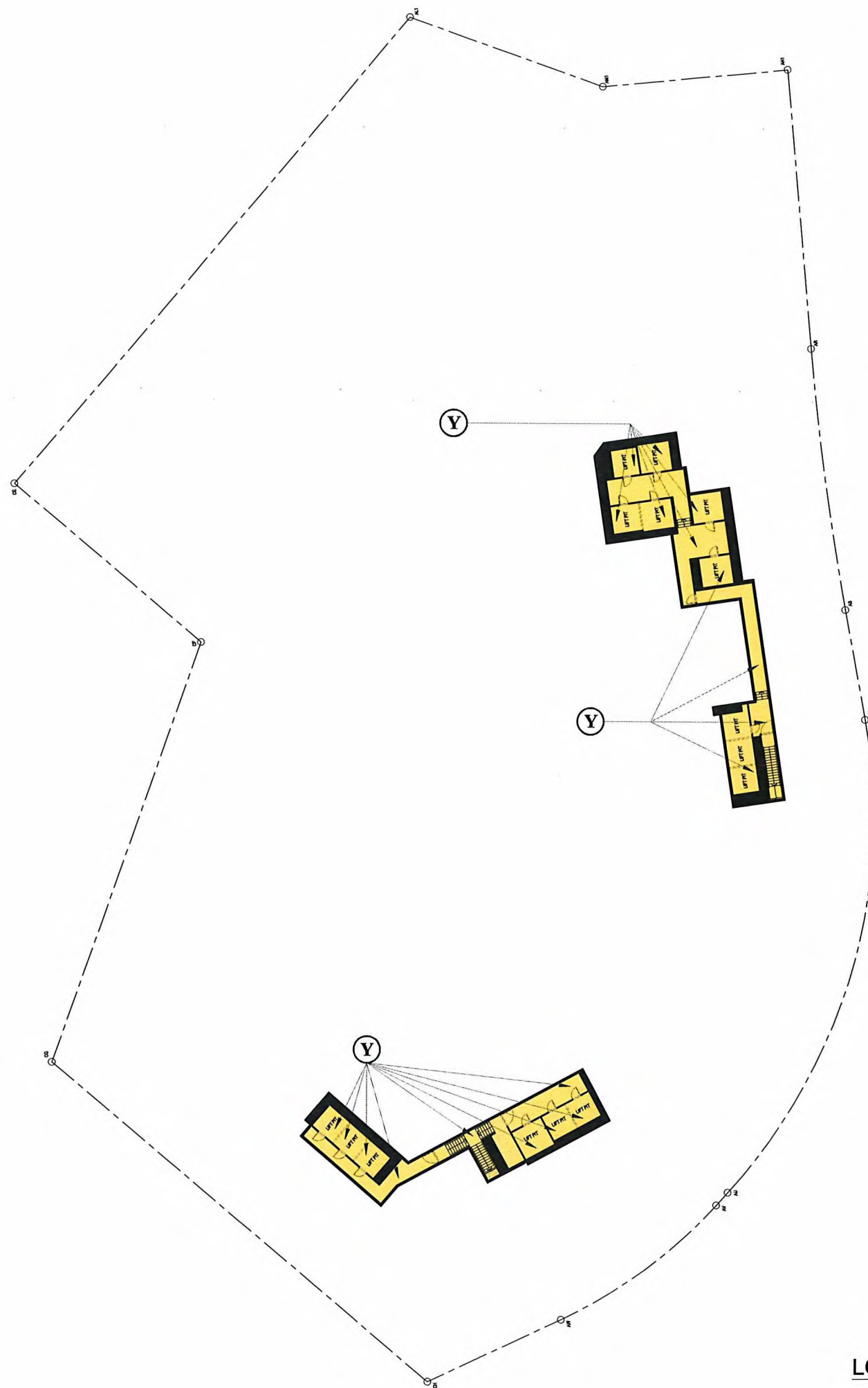


RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

 Phase 4 Residential Common Areas

 Site D Boundary



LOWER 2/F PLAN

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HKIA
Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

DWG NO. SDMC-002

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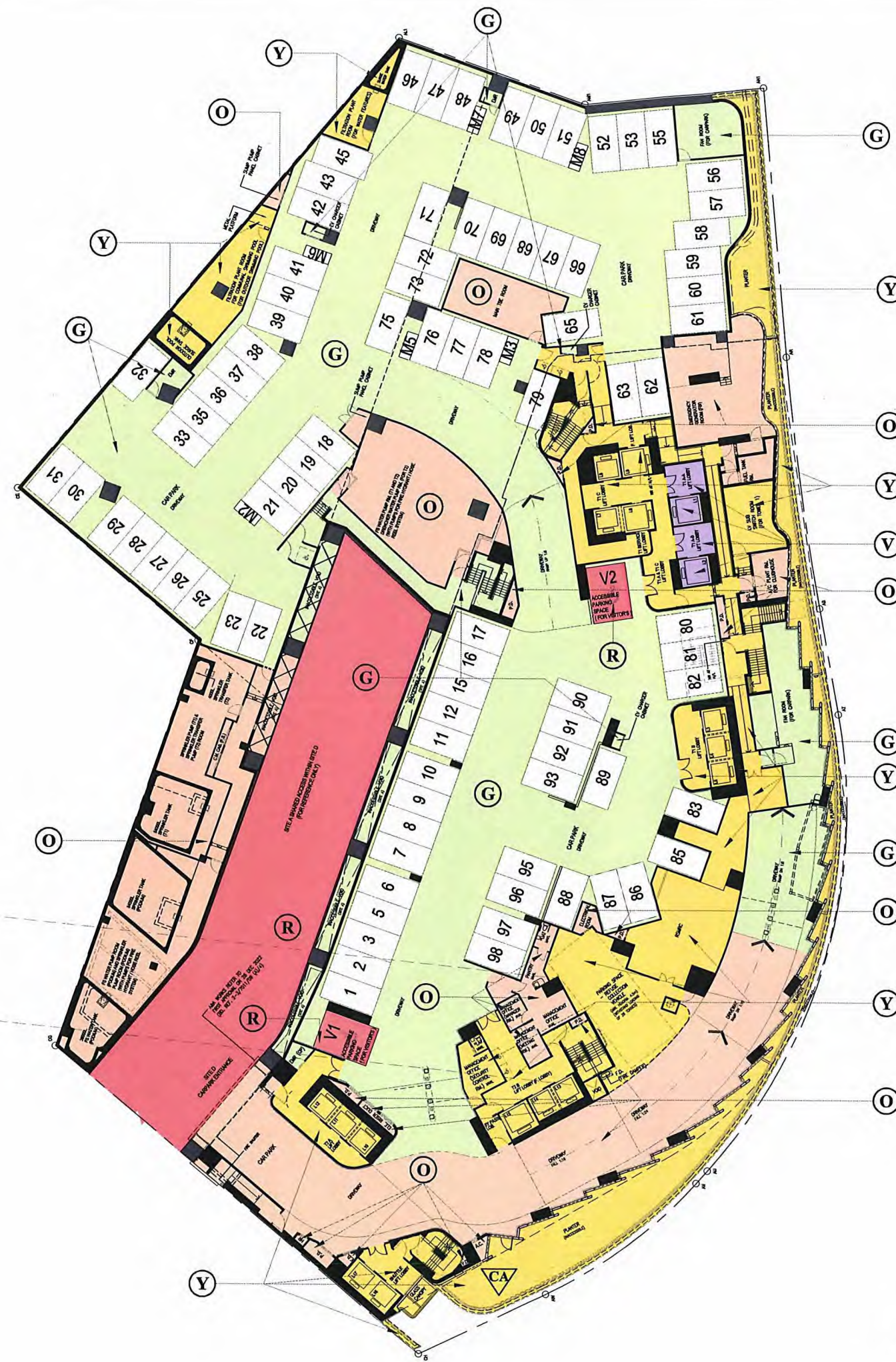


RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

- R Residential Development
Common Areas in Phase 4
- O Phase 4 Common Areas
- Y Phase 4 Residential Common Areas
- Y Phase 4 Residential Common Areas
(Greenery Area) (191.734 m²)
- G Phase 4 Car Park Common Areas
- V Phase 4 Residential Common Areas
(for Designated Units Only)

- Site D Boundary
- CA Common Access



UPPER 3/F PLAN

3/F PLAN

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THE ACCURACY OF THIS PLAN
NG KWOK FAI

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Registered Architect (HK)
Authorized Person (Architect)
MAR 2025

DWG NO. SDMC-003

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RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

Residential Development
Common Areas in Phase 4

Phase 4 Common Areas

Phase 4 Residential Common Areas

Phase 4 Residential Common Areas
(Greenery Area) (1313.415 m²)

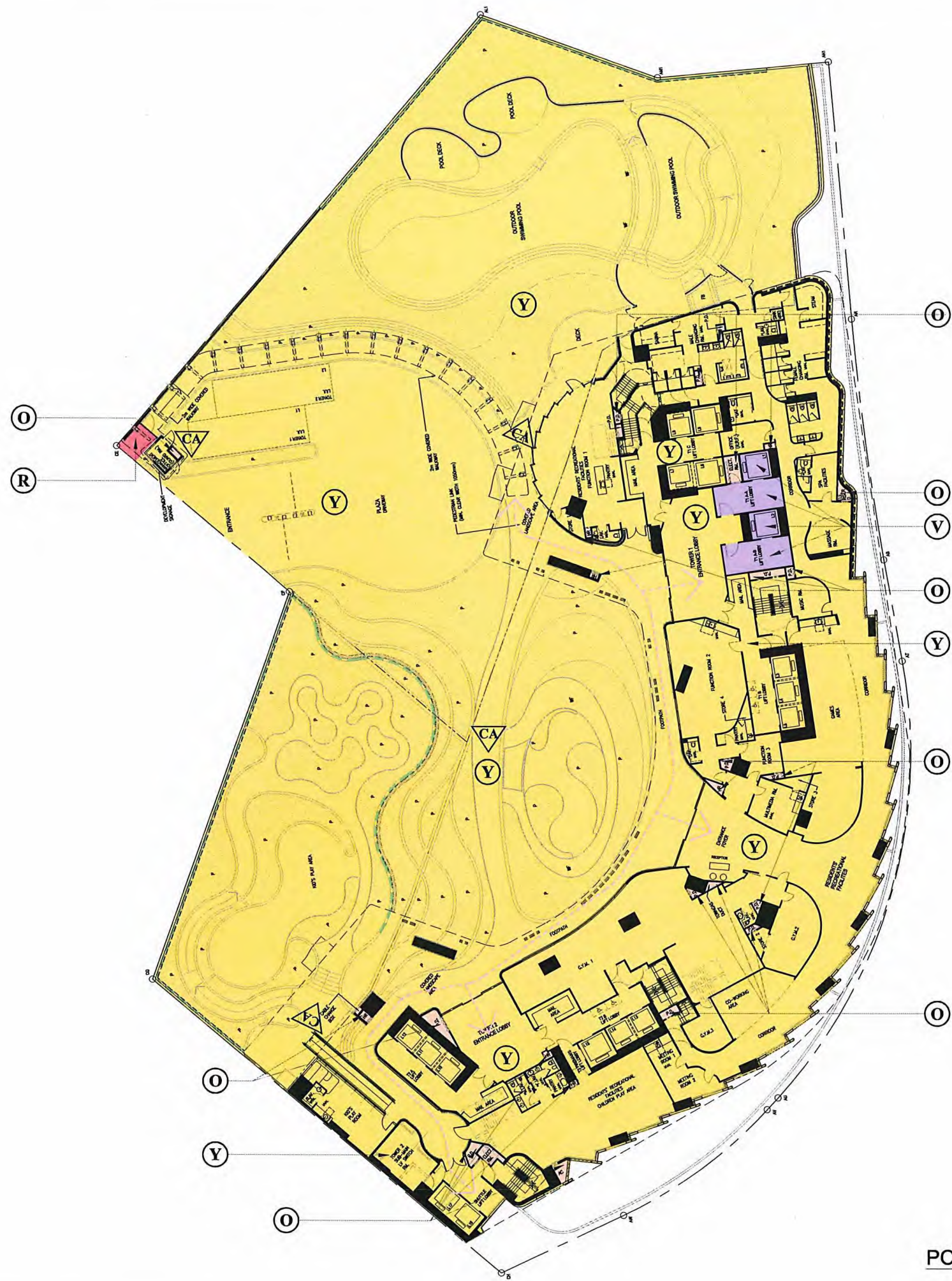
Phase 4 Residential Common Areas
(Vertical Greenery Area) (209.342 m²)

Phase 4 Residential Common Areas
(for Designated Units Only)

Site D Boundary

Pedestrian Link in Phase 4

Common Access



PODIUM PLAN

**I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI**

B.A. (A.S.) M.ARCH
HKIA
Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

DWG NO. SDMC-004











FOR IDENTIFICATION PURPOSE ONLY

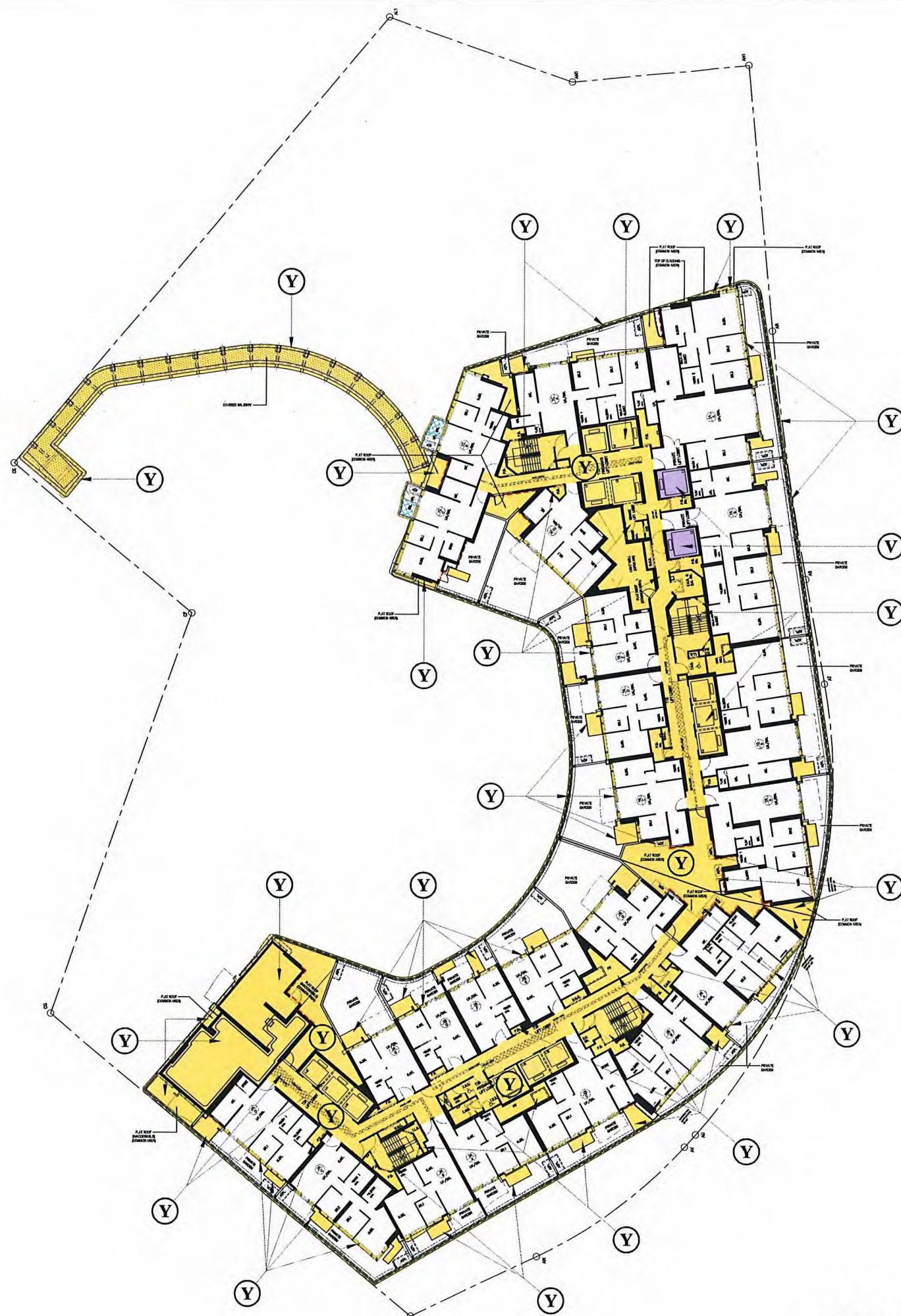
NOT TO SCALE



RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

-  Phase 4 Residential Common Areas
(Except All Openable Windows Of
Curtain Wall And Associated
Accessories Of Such Openable
Windows)
-  Phase 4 Residential Common Areas
(Wider Common Corridors and
Lift Lobbies)
-  Phase 4 Residential Common Areas
(Greenery Area) (61.158 m²)
-  Phase 4 Residential Common Areas
(for Designated Units Only)
-  BALCONY
-  UTILITY PLATFORM
-  Non-structural Prefabricated
External Wall
-  Site D Boundary
-  AC PLINTH
-  Air-conditioner Platform



5/F PLAN
(4/F OMITTED)

**I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI**

B.A. (A.S.) MARCH
HKIA
Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

DWG NO. SDMC-005

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RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

- Phase 4 Residential Common Areas (Except All Openable Windows Of Curtain Wall And Associated Accessories Of Such Openable Windows)
- Phase 4 Residential Common Areas (Wider Common Corridors and Lift Lobbies)
- Phase 4 Residential Common Areas (Greenery Area) (61.158 m²)
- Phase 4 Residential Common Areas (for Designated Units Only)
- Balcony
- Utility Platform
- Non-structural Prefabricated External Wall
- Site D Boundary
- AC Plinth
- Air-conditioner Platform



TOWER 1
5/F PLAN
(4/F OMITTED)

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THE ACCURACY OF THIS PLAN
NG KWOK FAI

B.A. (A.S.) M. ARCH
HKIA
Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

DWG NO. SDMC-006

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RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467



- Phase 4 Residential Common Areas (Except All Openable Windows Of Curtain Wall And Associated Accessories Of Such Openable Windows)
- Phase 4 Residential Common Areas (Wider Common Corridors and Lift Lobbies)
- Phase 4 Residential Common Areas (for Designated Units Only)
- Balcony
- Utility Platform
- Non-structural Prefabricated External Wall
- Site D Boundary
- ACP Air-conditioner Platform

I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI

B.A. (A.S.) MARCH
HKIA
Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

TOWER 1
6/F - 15/F PLAN
(13/F & 14/F OMITTED)

DWG NO. SDMC-007

FOR IDENTIFICATION PURPOSE ONLY

NOT TO SCALE

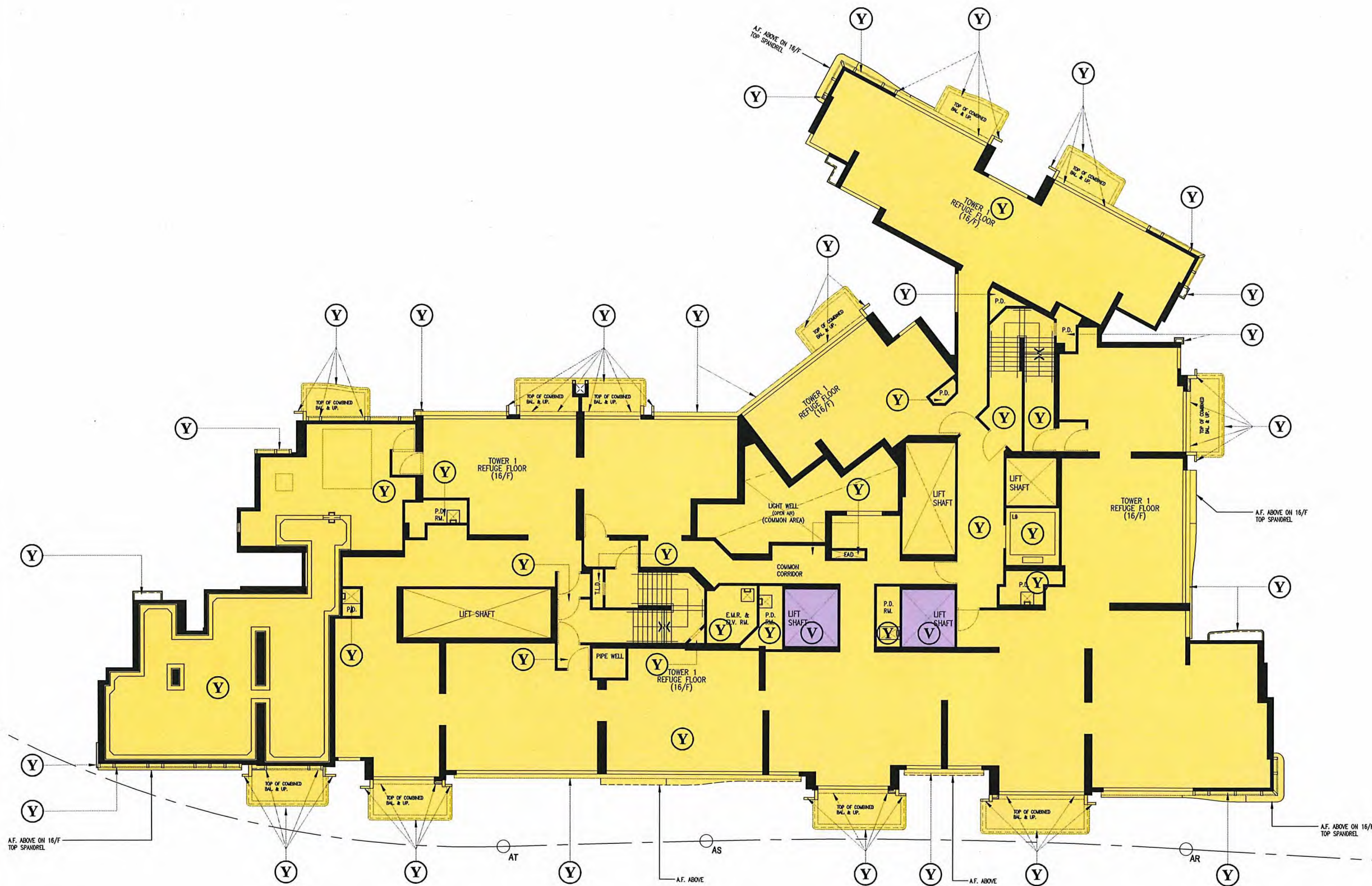


RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

Y Phase 4 Residential Common Areas
(Except All Openable Windows Of
Curtain Wall And Associated
Accessories Of Such Openable
Windows)

V Phase 4 Residential Common Areas
(for Designated Units Only)

--- Site D Boundary



TOWER 1
16/F PLAN
(REFUGE FLOOR)

**I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI**

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HKIA
Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

DWG NO. SDMC-008

FOR IDENTIFICATION PURPOSE ONLY

NOT TO SCALE



RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

- Y Phase 4 Residential Common Areas
(Except All Openable Windows Of
Curtain Wall And Associated
Accessories Of Such Openable
Windows)
- X Phase 4 Residential Common Areas
(Wider Common Corridors and
Lift Lobbies)
- V Phase 4 Residential Common Areas
(for Designated Units Only)
- BAL Balcony
- UP Utility Platform
- Non-structural Prefabricated
External Wall
- Site D Boundary
- ACP Air-conditioner Platform



TOWER 1
17/F - 37/F PLAN
(24/F & 34/F OMITTED)

I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI

B.A. (A.S.) MARCH
HKIA
Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

DWG NO. SDMC-009

FOR IDENTIFICATION PURPOSE ONLY

NOT TO SCALE



RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467



Y Phase 4 Residential Common Areas
(Except All Openable Windows Of
Curtain Wall And Associated
Accessories Of Such Openable
Windows)

Phase 4 Residential Common Areas
(Wider Common Corridors and
Lift Lobbies)

V Phase 4 Residential Common Areas
(for Designated Units Only)

BAL Balcony

UP Utility Platform

--- Non-structural Prefabricated
External Wall

- - - Site D Boundary

ACP Air-conditioner Platform

I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI

B.A. (A.S.) M.ARCH
HKIA
Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

TOWER 1
38/F - 42/F PLAN

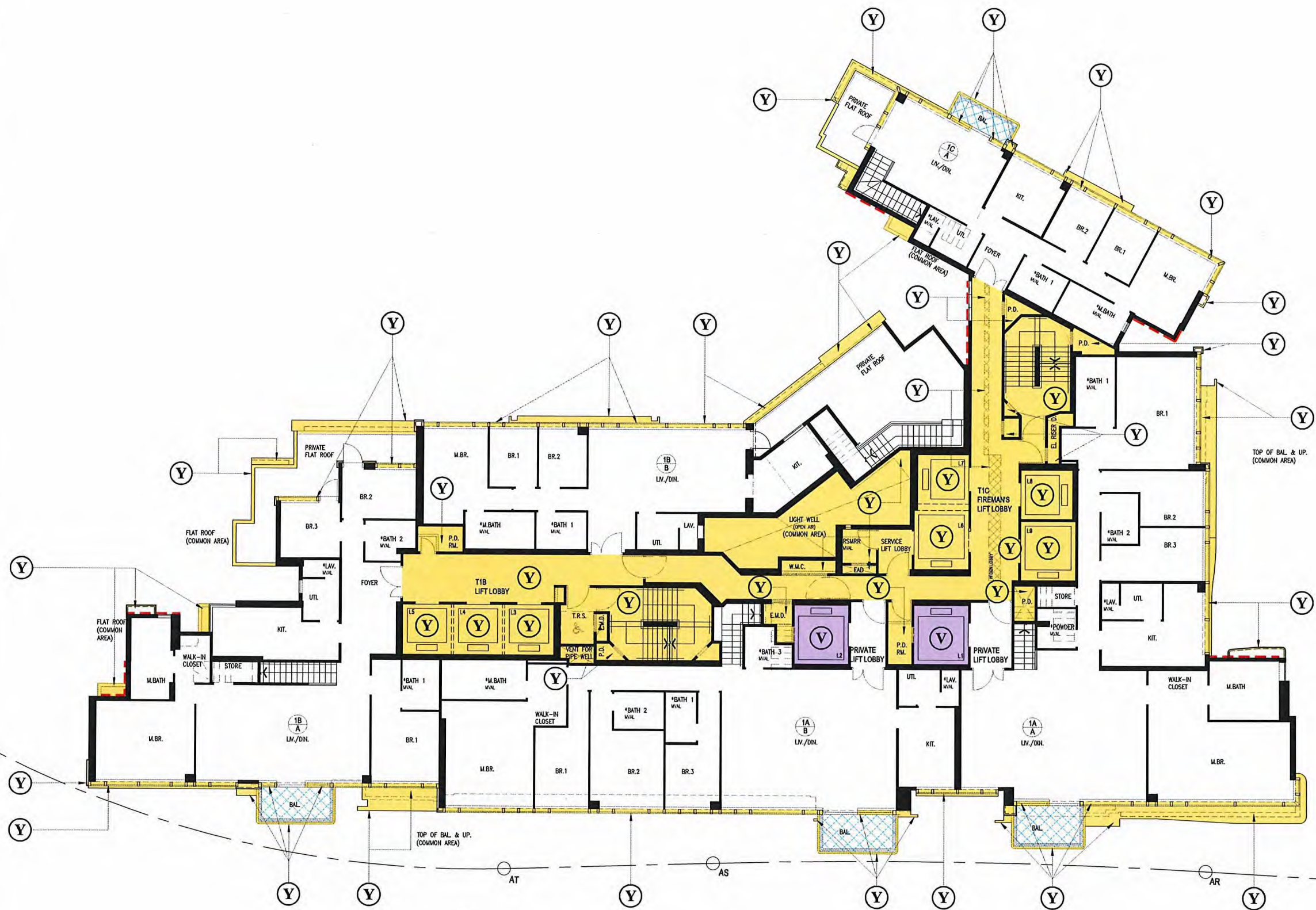
DWG NO. SDMC-010

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RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467



- Y Phase 4 Residential Common Areas (Except All Openable Windows Of Curtain Wall And Associated Accessories Of Such Openable Windows)
- Phase 4 Residential Common Areas (Wider Common Corridors and Lift Lobbies)
- V Phase 4 Residential Common Areas (for Designated Units Only)
- BAL Balcony
- Non-structural Prefabricated External Wall
- Site D Boundary

I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI


B.A. (A.S.) M. ARCH
HKIA
Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

TOWER 1
43/F PLAN

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RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

Phase 4 Residential Common Areas
(Except All Openable Windows Of
Curtain Wall And Associated
Accessories Of Such Openable
Windows)

Phase 4 Residential Common Areas
(for Designated Units Only)

Site D Boundary

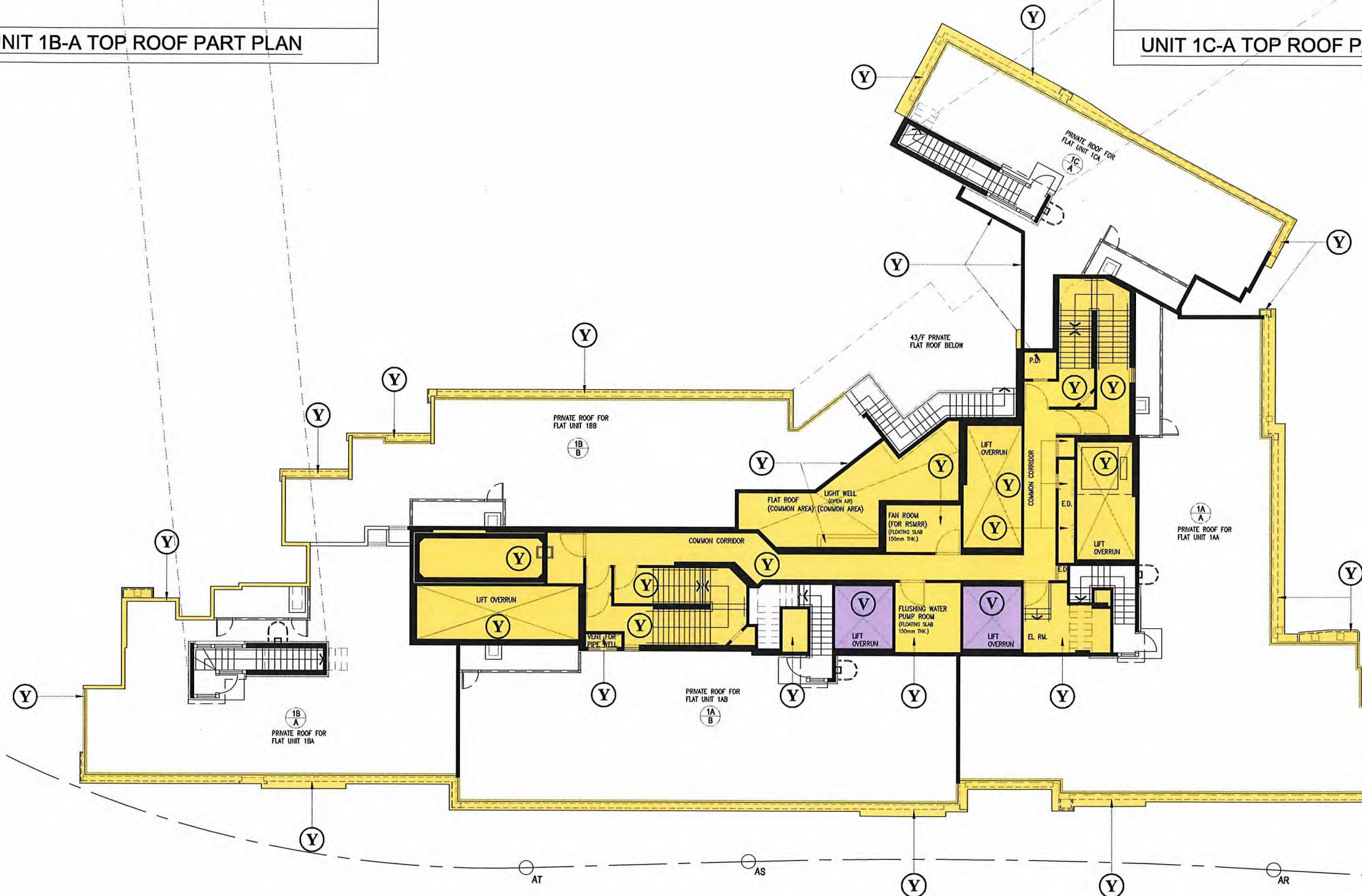
**I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI**

B.A. (A.S.) M.ARCH
HKIA
Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

DWG NO. SDMC-012

UNIT 1B-A TOP ROOF PART PLAN

UNIT 1C-A TOP ROOF PART PLAN



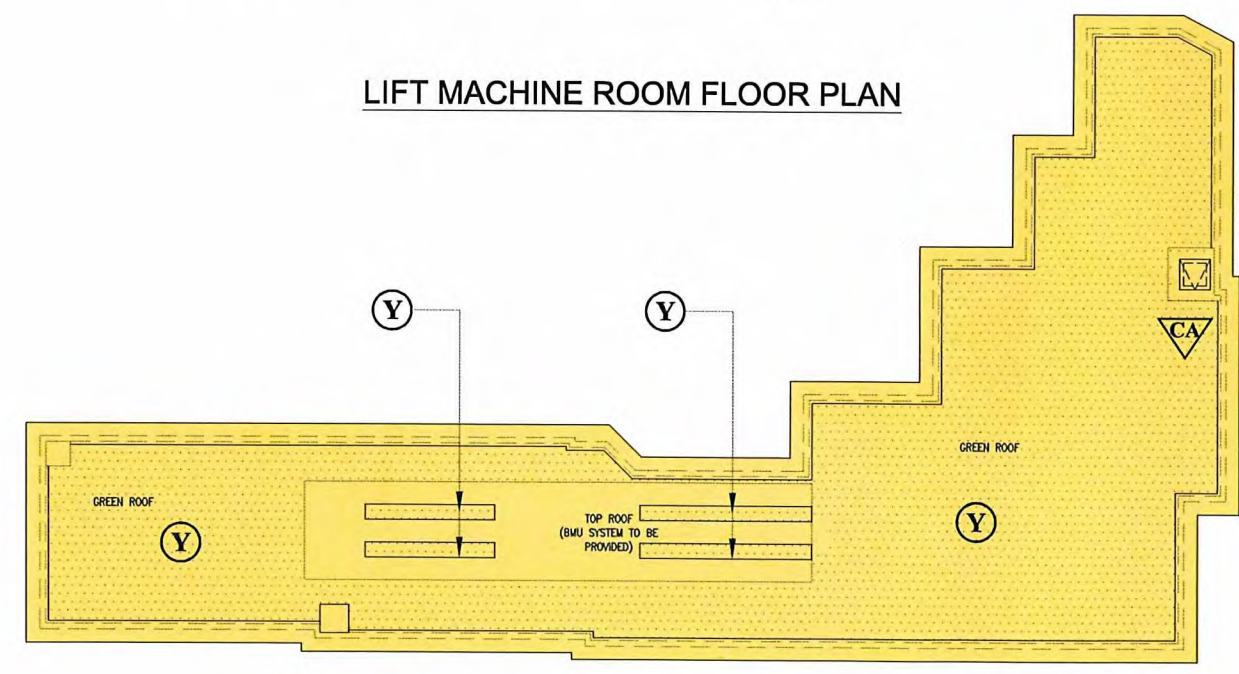
**TOWER 1
ROOF PLAN**

FOR IDENTIFICATION PURPOSE ONLY

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LIFT MACHINE ROOM FLOOR PLAN






TOP ROOF PLAN



RESIDENTIAL DEVELOPMENT AT SITE D
 OF WONG CHUK HANG STATION
 PROPERTY DEVELOPMENT
 ABERDEEN INLAND LOT NO. 467

LEGEND

-  Phase 4 Residential Common Areas (Except All Openable Windows Of Curtain Wall And Associated Accessories Of Such Openable Windows)
-  Phase 4 Residential Common Areas (Greenery area) (174.095 m²)
-  Common Access

I HEREBY CERTIFY
 THE ACCURACY OF THIS PLAN
NG KWOK FAI

B.A. (A.S.) M.ARCH
 HKIA
 Registered Architect (HK)
 Authorized Person (Architect)
 JAN 2025

TOWER 1
 LIFT MACHINE ROOM FLOOR PLAN
 & TOP ROOF PLAN

DWG NO. SDMC-013

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RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

Phase 4 Residential Common Areas
(Except All Openable Windows Of
Curtain Wall And Associated
Accessories Of Such Openable
Windows)

Phase 4 Residential Common Areas
(Wider Common Corridors and
Lift Lobbies)

Non-structural Prefabricated
External Wall

Site D Boundary

ACPL AC Plinth



TOWER 2
5/F PLAN
(4/F OMITTED)

I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI

B.A. (A.S.) MARCH
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Authorized Person (Architect)
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RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

Phase 4 Residential Common Areas
(Except All Openable Windows Of
Curtain Wall And Associated
Accessories Of Such Openable
Windows)

Phase 4 Residential Common Areas
(Wider Common Corridors and
Lift Lobbies)

Balcony

Utility Platform

Non-structural Prefabricated
External Wall

Site D Boundary

Air-conditioner Platform



TOWER 2
6/F - 23/F PLAN
(13/F & 14/F OMITTED)

**I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI**

B.A. (A.S.) MARCH
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Authorized Person (Architect)
JAN 2025

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RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

 Phase 4 Residential Common Areas
(Except All Openable Windows Of
Curtain Wall And Associated
Accessories Of Such Openable
Windows)

 Site D Boundary



**TOWER 2
25/F PLAN
(REFUGE FLOOR)
(24/F OMITTED)**

**I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI**

B.A. (A.S.) MARCH
HKIA
Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

DWG NO. SDMC-016

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RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

Phase 4 Residential Common Areas
(Except All Openable Windows Of
Curtain Wall And Associated
Accessories Of Such Openable
Windows)

Phase 4 Residential Common Areas
(Wider Common Corridors and
Lift Lobbies)

Balcony

Utility Platform

Non-structural Prefabricated
External Wall

Site D Boundary

Air-conditioner Platform

TOWER 2
26/F - 37/F PLAN
(34/F OMITTED)

I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI

B.A. (A.S.) MARCH
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Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

DWG NO. SDMC-017



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RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

Phase 4 Residential Common Areas
(Except All Openable Windows Of
Curtain Wall And Associated
Accessories Of Such Openable
Windows)

Phase 4 Residential Common Areas
(Wider Common Corridors and
Lift Lobbies)

Balcony

Utility Platform

Non-structural Prefabricated
External Wall

Site D Boundary

Air-conditioner Platform



TOWER 2
38/F - 42/F PLAN

**I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI**

B.A. (A.S.) MARCH
HKIA
Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

DWG NO. SDMC-018






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RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ABERDEEN INLAND LOT NO. 467

LEGEND

-  Phase 4 Residential Common Areas (Except All Openable Windows Of Curtain Wall And Associated Accessories Of Such Openable Windows)
-  Phase 4 Residential Common Areas (Wider Common Corridors and Lift Lobbies)
-  Balcony
-  Non-structural Prefabricated External Wall
-  Site D Boundary

**I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI**

B.A. (A.S.) MARCH
HKIA
Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

DWG NO. SDMC-019

**TOWER 2
43/F PLAN**



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NOT TO SCALE



UNIT 2B-A TOP ROOF PART PLAN



RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ADERDEEN INLAND LOT NO. 467

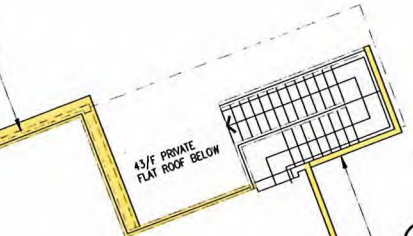
LEGEND

Y Phase 4 Residential Common Areas
(Except All Openable Windows Of
Curtain Wall And Associated
Accessories Of Such Openable
Windows)

--- Site D Boundary

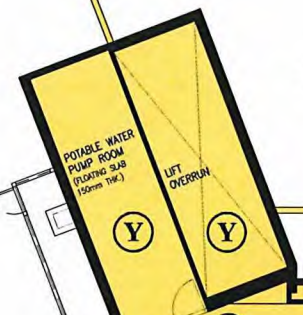
C6

Y



2A
PRIVATE ROOF FOR
FLAT UNIT 2A

Y



Y

Y

Y

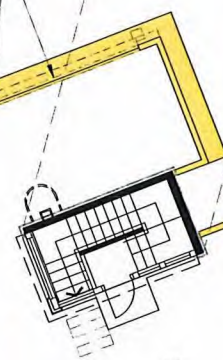


Y

2B
PRIVATE ROOF FOR
FLAT UNIT 2B

Y

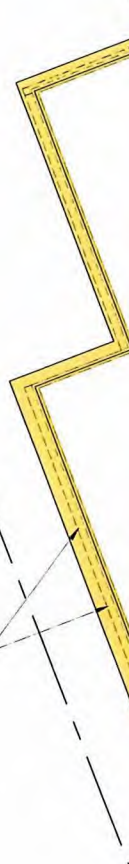
Y



2A
PRIVATE ROOF FOR
FLAT UNIT 2A

Y

Y



Y

Y

Y

Y

Y

Y

Y

2A
PRIVATE ROOF FOR
FLAT UNIT 2A

Y

Y

Y

C5

Y

TOWER 2
ROOF PLAN

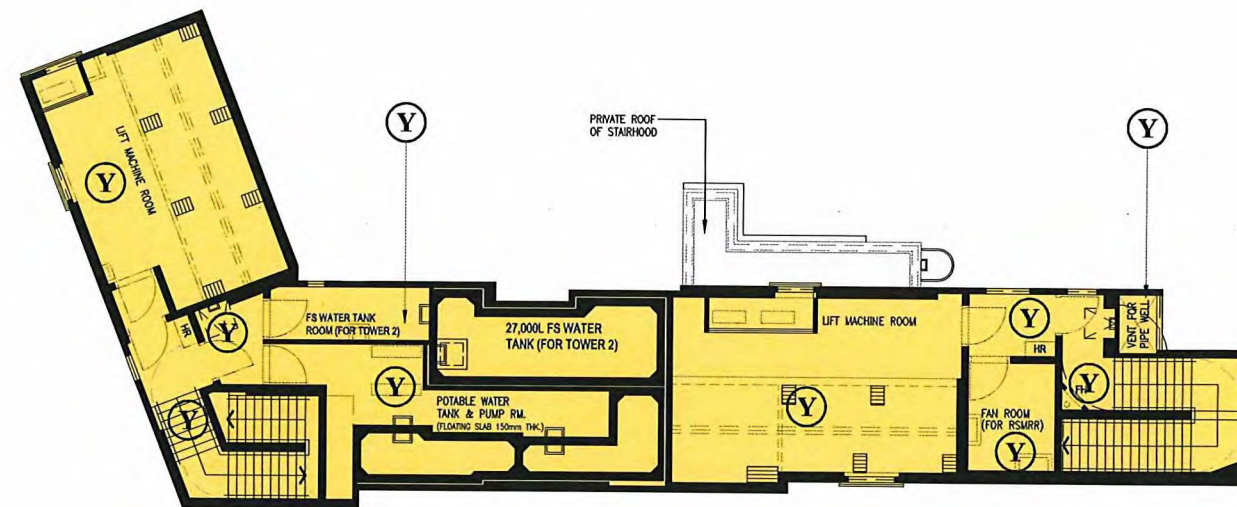
I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI

B.A. (A.S.) M.ARCH
HKIA
Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

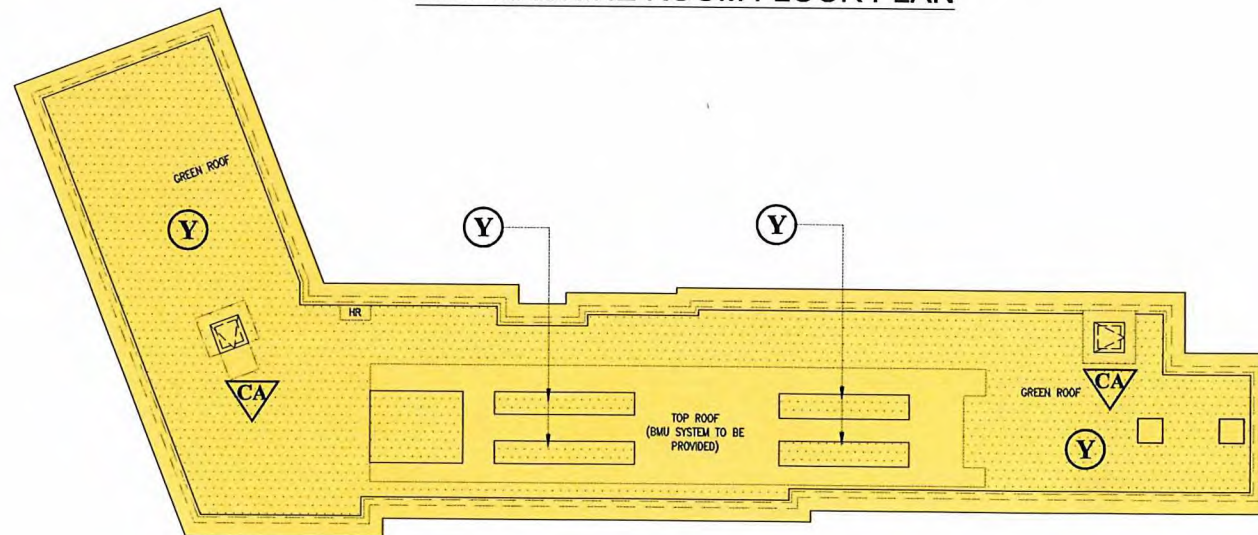
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LIFT MACHINE ROOM FLOOR PLAN






TOP ROOF PLAN



RESIDENTIAL DEVELOPMENT AT SITE D
OF WONG CHUK HANG STATION
PROPERTY DEVELOPMENT
ADERDEEN INLAND LOT NO. 467

LEGEND

-  Phase 4 Residential Common Areas (Except All Openable Windows Of Curtain Wall And Associated Accessories Of Such Openable Windows)
-  Phase 4 Residential Common Areas (Greenery area) (128.746 m²)
-  Common Access

TOWER 2
LIFT MACHINE ROOM FLOOR PLAN
& TOP ROOF PLAN

**I HEREBY CERTIFY
THE ACCURACY OF THIS PLAN
NG KWOK FAI**

B.A. (A.S.) M.ARCH
HKIA
Registered Architect (HK)
Authorized Person (Architect)
JAN 2025

DWG NO. SDMC-021