

THIS DEED is made the 9th day of December 2022

BETWEEN:-

- (1) BEST GALAXY LIMITED (祺星有限公司) whose registered office is situate at 72nd-76th Floors, Two International Finance Centre, No.8 Finance Street, Central, Hong Kong ("the First Owner" which expression shall where the context so admits include its successors and assigns) of the first part,
- (2) [REDACTED] ("the First Assignee" which expression shall where the context so admits include its successors and assigns or his executors, administrators and assigns or such survivor of his or her or their assigns) of the second part, and
- (3) WELL BORN REAL ESTATE MANAGEMENT LIMITED (偉邦物業管理有限公司) whose registered office is situate at 72nd-76th Floors, Two International Finance Centre, No.8 Finance Street, Central, Hong Kong ("the DMC Manager") of the third part.

DEFINITIONS:-

In this Deed the following expressions shall have the following meanings except where the context otherwise permits or requires:-

"Advance Payment" means the respective payments to be paid by the Owner of each Residential Unit under Clause 15(b)(i) hereof or by the Owner of each Parking Space under Clause 15(b)(ii) hereof.

"Areas for Air-Conditioning" means all private air-conditioner platforms forming part of the Residential Units in Tower D and Tower E which are shown and marked "AREAS FOR AIR-CONDITIONING" on "Plan No.DMC-27", "Plan No.DMC-28", "Plan No.DMC-29", "Plan No.DMC-32", "Plan No.DMC-33" and "Plan No.DMC-34" of the Plans and the accuracy of which is certified by or on behalf of the Authorized Person.

"Authorized Person" means Mr. Chau Tak Ho Kenneth of CYS Associates (Hong Kong) Limited, and any other replacement authorized person for the time being appointed by the First Owner.

"Bicycle Parking Spaces" means one hundred and three (103) spaces provided pursuant to Special Condition No.(30) of the Government Grant situated on the ground floor of the Estate for the parking of bicycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees which for the purpose of identification only are shown and coloured green and marked "BICYCLE PARKING SPACES" on "Plan No.DMC-01" and "Plan No.DMC-31" of the Plans and the accuracy of which is certified by or on behalf of the Authorized Person.

"Building Plans" means the general building plans and specifications in respect of the Estate or in respect of any part or parts of the Estate prepared by the Authorized Person and approved

by the Building Authority under Ref. No.BD2/9032/14 and includes any amendments thereto as approved by the Building Authority.

"Car Park" means those parts of the Estate constructed in accordance with the approved car park layout plans for access and parking of motor vehicles and motorcycles comprising the Parking Spaces and the Car Park Common Areas and Facilities.

"Car Park Common Areas" means all those areas of the Car Park intended for the common use and benefit of (i) the Car Park as a whole and not just any particular Parking Space which are subject to the provisions of this Deed to be used by each Owner, Occupier and user of the Parking Spaces, and (ii) the users of the Visitors' Parking Spaces subject to Clause 4 of Part A of Second Schedule, in common with all other Owners, Occupiers and users of such Parking Spaces and the Visitors' Parking Spaces, including but not limited to smoke outlet and vent duct which for the purpose of identification only are shown and coloured indigo on the Plans and the accuracy of which is certified by or on behalf of the Authorized Person and such additional areas of the Estate as may at any time be designated as Car Park Common Areas by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed BUT (for the avoidance of doubt) excluding the Estate Common Areas and the Residential Common Areas.

"Car Park Common Areas and Facilities" means collectively the Car Park Common Areas and the Car Park Common Facilities.

"Car Park Common Facilities" means all those facilities of the Car Park intended for the common use and benefit of (i) the Owners, Occupiers and users of the Parking Spaces, and (ii) the users of the Visitors' Parking Spaces subject to Clause 4 of Part A of Second Schedule, BUT (for the avoidance of doubt) excluding the Non-Common EV Facilities, the Estate Common Facilities and the Residential Common Facilities.

"Car Park Management Budget" means the budget to be prepared for the Car Park more particularly described in Clause 14(a)(iii) hereof.

"Car Park Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Car Park as a whole and in particular the Car Park Common Areas and Facilities.

"Certificate of Compliance" means the certificate or letter issued by the Director of Lands to the effect that all the positive obligations of the First Owner under the Government Grant in relation to the Lot have been fulfilled to his satisfaction.

"Club House" means such parts of the Estate for use as a club house by the residents of the Residential Units and their bona fide visitors and by no other person or persons.

"Club Rules" means the rules and regulations (if any) as the Manager may make from time to time in accordance with the provisions of this Deed for the proper or more efficient management of the Club House.

"Common Areas" means collectively the Estate Common Areas, the Residential Common Areas and the Car Park Common Areas, each of which Common Areas shall, where applicable, include those appropriate and relevant common parts specified in Schedule 1 to the Ordinance.

"Common Areas and Facilities" means collectively the Common Areas and the Common Facilities.

"Common Facilities" means collectively the Estate Common Facilities, the Residential Common Facilities and the Car Park Common Facilities.

"Concealed Drainage Pipes" means the external drainage pipes enclosed by architectural features serving the Residential Development as a whole which form part of the Residential Common Facilities.

"Consent to Assign" means the letter issued by the Director of Lands granting consent pursuant to the conditions of the Government Grant to the First Owner to assign Undivided Shares together with the exclusive right to hold, use, occupy and enjoy the Residential Units and the Parking Spaces in each Phase individually before the issue of the Certificate of Compliance.

"Estate" means the whole of the development to be constructed in 3 Phases or such number of Phases as the First Owner may determine subject to the approval by the relevant Government authorities comprising, inter alia, the Residential Development and the Car Park constructed or in the course of construction on the Lot in accordance with the Government Grant and the Building Plans and known as "ONE INNOVALE".

"Estate Common Areas" means those parts of the Estate intended for the common use and benefit of the Estate as a whole and not just any particular part thereof and which are subject to the provisions of this Deed and all subsisting rights and rights of way to be used by the Owners and Occupiers of the Units in all Phases in common with all other Owners and Occupiers of the Units in the Estate which said parts include but not limited to:-

- (a) the foundations, columns, beams, slabs and other structural supports and elements that do not belong to or form part of the Residential Units;
- (b) areas for the installation or use of aerial broadcast distribution or telecommunications network facilities and the electric meter rooms (EMR) for use by the Estate as a whole save and except those of such areas which form part of the Residential Common Areas;
- (c) office accommodation for watchmen and caretakers provided in accordance with Special Condition No.(17)(a) of the Government Grant which for the purpose of identification only is shown and coloured orange and marked "OFFICE ACCOMMODATION FOR WATCHMEN AND CARETAKERS" on "Plan No.DMC-03", "Plan No.DMC-14" and "Plan No.DMC-15" of the Plans and the accuracy of which is certified by or on behalf of the Authorized Person;
- (d) quarters for watchmen and caretakers provided in accordance with Special Condition No.(18)(a) of the Government Grant which for the purpose of identification only is shown and coloured orange and marked "QUARTERS FOR WATCHMEN AND CARETAKERS" on "Plan No.DMC-13" of the Plans and the accuracy of which is certified by or on behalf of the Authorized Person;
- (e) counters, kiosks, stores, guard rooms and lavatories for watchmen and management staff;
- (f) office for the use of the Owners' Corporation/Owners' Committee provided in accordance with Special Condition No.(19)(a) of the Government Grant which for the purpose of identification only is shown and coloured orange and marked "OWNERS' CORPORATION/OWNERS' COMMITTEE OFFICE" on "Plan No.DMC-13" of the Plans and the accuracy of which is certified by or on behalf of the Authorized Person;

- (g) refuse collection vehicles spaces, parking for sewage treatment plant, and circulation and manoeuvring spaces;
- (h) the sewage disposal system including any ancillary sewage holding tanks and pumps referred to in Special Condition No.(52)(f) of the Government Grant, including the sewage treatment plant;
- (i) the Pedestrian Walkway;
- (j) the Footbridge Connections;
- (k) the Permanent Vehicular Access and the Vehicular Access, which for the purpose of identification only are respectively shown on Plan No.DMC-01 of the Plans, and the accuracy of which is certified by or on behalf of the Authorized Person;
- (l) the emergency generator room for podium and Club House located on the Upper Roof Floor in Tower A shown in the Upper Roof Floor Plan on "Plan No.DMC-12" and the adjacent staircase leading to and from the Upper Roof Floor and the Roof Floor in Tower A shown in the Roof Floor Plan and the Upper Roof Floor Plan on "Plan No.DMC-12" of the Plans and the accuracy of which is certified by or on behalf of the Authorized Person;
- (m) all those parts and areas of the Estate which for the purpose of identification only are shown and coloured orange, orange stippled black on the Plans and the accuracy of which is certified by or on behalf of the Authorized Person; and
- (n) such additional parts and areas of the Estate as may at any time be designated as Estate Common Areas by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed,

BUT (for the avoidance of doubt) excluding the Residential Common Areas and the Car Park Common Areas.

"Estate Common Areas and Facilities" means collectively the Estate Common Areas and the Estate Common Facilities.

"Estate Common Facilities" means all those facilities intended for the common use and benefit of the Estate as a whole and not just any particular part thereof which are subject to the provisions of this Deed to be used by the Owners and Occupiers of the Units in all Phases in common with all other Owners and Occupiers of the Units in the Estate and includes but is not limited to sewers, drains, storm water drains, water courses, cables, pipes, wires, ducts, flushing mains, fresh water mains, plant and machinery and other like installations, facilities or services, the transformer rooms and the associated facilities (including but not limited to cable draw-pits / cable trough and cable ducts relating thereto), the cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Estate and such additional devices and facilities of the Estate as may at any time be designated as Estate Common Facilities by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed BUT (for the avoidance of doubt) excluding the Residential Common Facilities and the Car Park Common Facilities. For the avoidance of doubt, those installations made by and belonging to the provider(s) of the telecommunications and broadcasting services (if any) shall not form parts of the Estate Common Facilities.

"Estate Management Budget" means the budget to be prepared for the Estate more particularly described in Clause 14(a)(i) hereof.



"Estate Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Estate as a whole and in particular the Estate Common Areas and Facilities excluding the Residential Management Expenses and the Car Park Management Expenses as provided herein.

"Estate Rules" means any rules and regulations as the Manager may make from time to time in accordance with the provisions of this Deed for the proper or more efficient management of the Estate and includes the Club Rules.

"Fire Safety Management Plan" means the fire safety management plan for Open Kitchen in respect of the Estate approved or accepted by the Fire Services Department and/or any other relevant Government authority or authorities and any addition or variation thereto from time to time in accordance with the relevant requirements of the Fire Services Department and/or other relevant Government authority or authorities.

"First Assignee's Unit" means all those [REDACTED]/514,000th Undivided Shares together with the sole and exclusive right and privilege to hold use occupy and enjoy All That Flat [REDACTED] on the [REDACTED] Floor with Balcony and Utility Platform of Tower [REDACTED] of the Estate (Phase 1 of the Estate).

"Footbridges" means the footbridges to be constructed by the Government and more particularly referred to in Special Condition No.(21)(a) of the Government Grant.

"Footbridge Connections" means the structural supports and connections referred to as "Footbridge Connections" in Special Condition No.(21)(a) of the Government Grant, and the current locations of the Footbridge Connections which for the purpose of identification only are shown and marked "FOOTBRIDGE CONNECTIONS" on "Plan No.DMC-05" of the Plans and the accuracy of which is certified by or on behalf of the Authorized Person. The term "Footbridge Connections" shall include any new structural supports and connections as may be constructed under Special Condition No.(21)(g)(i) of the Government Grant.

"Glass Fence Wall" means the glass fence wall(s) separating the private garden(s) of a Garden Unit from the Common Areas and "Glass Fence Walls" shall be construed accordingly. For the avoidance of doubt, the Glass Fence Walls shall form part of the Residential Common Facilities.

"Garden Unit" means a Residential Unit with private garden(s) and located on the Ground Floor of the Estate and "Garden Units" shall be construed accordingly.

"Government" means the Government of Hong Kong.

"Government Grant" means the documents of title setting forth the rights and entitlements granted by the Government to the First Owner in respect of the Lot, namely certain Agreement and Conditions of Exchange dated 27<sup>th</sup> December 2017 made between the Government and the First Owner and deposited and registered in the Land Registry as New Grant No.22584 under which the First Owner is entitled to a Government lease for a term of 50 years commencing from 27<sup>th</sup> December 2017, and shall include any subsequent extensions or variations or modifications thereto or renewals thereof.

"Greenery Area" means the area (including any vertical greening) landscaped in accordance with Special Condition No.(16) of the Government Grant which for the purpose of identification only is shown and coloured violet on the Plans and the accuracy of which is certified by or on behalf of the Authorized Person, and the vertical greening for identification

purpose only is shown by red broken lines on the Plans and the accuracy of which is certified by or on behalf of the Authorized Person.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Loading and Unloading Spaces" means the four (4) spaces provided pursuant to Special Condition No.(29) of the Government Grant situated on the ground floor of the Estate for the loading and unloading of goods vehicles in connection with the Residential Development, which for the purpose of identification only are shown and coloured green and marked Loading/Unloading 1, Loading/Unloading 2, Loading/Unloading 3 and Loading/Unloading 4 on "Plan No.DMC-01" of the Plans and the accuracy of which is certified by or on behalf of the Authorized Person.

"Lot" means all that piece or parcel of land registered in the Land Registry as FANLING SHEUNG SHUI TOWN LOT NO.262.

"maintain" means to repair, uphold, support, rebuild, renew, overhaul, pave, purge, scour, cleanse, empty, amend, keep, tend, replace and decorate or such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and "maintenance" shall be construed accordingly.

"Maintenance Areas of Underground Pipes" means such part(s) of the floor surface located in the private garden of a Relevant Garden Unit which may be opened up or excavated during the repair, cleansing, inspection, examination or maintenance of the Underground Pipes; for the purpose of identification only, the approximate locations of the Maintenance Areas of Underground Pipes are shown green stippled black and light green stippled black on "Plan No.DMC-01", "Plan No.DMC-13", "Plan No.DMC-21", "Plan No.DMC-26" and "Plan No.DMC-31" of the Plans and the accuracy of which is certified by or on behalf of the Authorized Person. For the avoidance of doubt, the Maintenance Areas of Underground Pipes shall form part of the Residential Common Areas.

"management" means all duties and obligations to be performed and observed by the Manager in relation to the Estate pursuant to the Government Grant or as herein provided.

"Management Budgets" means collectively the Estate Management Budget, the Residential Management Budget and the Car Park Management Budget, and "Management Budget" shall be construed accordingly.

"Management Charges" means collectively the Management Expenses and the Manager's Fee.

"Management Expenses" means collectively the Estate Management Expenses, the Residential Management Expenses and the Car Park Management Expenses.

"management funds" means all monies received, recovered or held by the Manager for the use and benefit of the Estate pursuant to this Deed. For the avoidance of doubt, management funds shall exclude the Special Fund.

"Management Units" means the units which are allocated to the Units for the purpose of determining the amount of contribution towards the Management Charges as set out in the Fourth Schedule hereto.

"Manager" means the DMC Manager or any person who for the time being is, for the purpose of this Deed, managing the Estate.

"Manager's Fee" means the remuneration of the Manager as hereinafter provided in Clause 12 of this Deed.

"Motor Cycle Parking Spaces" means those sixteen (16) spaces provided pursuant to Special Condition No.(28)(c)(i) of the Government Grant situated in the basement of the Estate for the parking of motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees.

"New Road" means the proposed road shown and marked "ROAD L1" on PLAN I annexed to the Government Grant and more particularly referred to in Special Condition No.(36)(a)(i) of the Government Grant.

"Non-Common EV Facilities" means all such facilities for the purpose of or in relation to the charging of electric motor vehicles parking at the Residential Parking Spaces serving the user of each of the Residential Parking Space exclusively; such facilities shall include but not limited to such wires, cables, electric meter, base box, socket outlet, locks, covers, charging posts (if any) and other security and/or protective devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose.

"Occupation Permit" means a temporary or permanent occupation permit issued by the Building Authority in respect of the Estate or any part or parts thereof.

"Occupier" means any person occupying or using a Unit with the consent, express or implied, of an Owner who owns the Unit, including without prejudice to the generality thereof any tenant, any member of the Owner's or tenant's family and any of the Owner's or tenant's servants, agents, invitees and licensees and visitors.

"Open Kitchen" means the kitchen provided within the Residential Unit(s) is of open kitchen design, namely, the kitchen is not separated from the rest of the Residential Unit by full enclosure comprising walls and door which for the purpose of indication is shown and marked "OPEN KIT." on the Plans and the accuracy of which is certified by or on behalf of the Authorized Person.

"Open Kitchen Unit" means a Residential Unit with an Open Kitchen. All Residential Units are Open Kitchen Units EXCEPT Flats 2 on 2/F, 3/F, 5/F, 6/F, 7/F, 8/F, 9/F, 10/F, 11/F, 12/F, 15/F, 16/F, 17/F, 18/F, 19/F, 20/F and 21/F of Tower A, Flats 1, 2, 3, 5, 6, 7 and 8 on 22/F of Tower A, Flats 1, 2, 3, 5 and 6 on 22/F of Tower B, Flats 1, 2, 3 and 5 on 22/F of Tower C, Flats 1, 2, 3, 5, 6, 7, 8, 9 and 10 on 17/F of Tower D, Flat 1 on Ground Floor of Tower E, Flats 1 on 1/F, 2/F, 3/F, 5/F, 6/F, 7/F, 8/F, 9/F, 10/F, 11/F, 12/F, 15/F, 16/F of Tower E and Flats 1, 2, 3, 5, 6, 7 and 8 on 17/F of Tower E.

"Ordinance" means the Building Management Ordinance (Cap.344).

"Owner" means each person in whom for the time being any Undivided Share is vested and appears from the records at the Land Registry to be the owner of such Undivided Share and every joint tenant or tenant in common of any Undivided Share, and (where any Undivided Share has been assigned or charged by way of mortgage or charge) includes both the mortgagor or chargor, and the mortgagee or chargee in possession of or having foreclosed such Undivided Share Provided that (subject to the provisions of the mortgage or charge) the voting rights attached to such Undivided Share by the provisions of this Deed is exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed or has appointed a receiver to manage such Undivided Share.

"Owners' Committee" means a committee of the Owners of the Estate established under the provisions of this Deed.

"Owners' Corporation" means the corporation of the Owners incorporated under section 8 of the Ordinance.

**"Parking Spaces"** means collectively the Residential Parking Spaces and the Motor Cycle Parking Spaces.

**"Parking Spaces for the Disabled Persons"** means those two (2) spaces provided pursuant to Special Condition No.(28)(b)(i) of the Government Grant and situated in the basement of the Estate for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation, which for the purpose of identification only are shown and coloured green and marked "V2" and "V3" (forming part of the Visitors' Parking Spaces) on "Plan No.DMC-02" of the Plans and the accuracy of which is certified by or on behalf of the Authorized Person and in the singular means one of such Parking Spaces for the Disabled Persons.

**"Pedestrian Link"** means the segregated pedestrian ways or paths (together with such stairs, ramps, lightings, escalators and lifts for the disabled persons as the Director of Lands in his absolute discretion may require) as referred to in Special Condition No.(20)(a) of the Government Grant which for the purpose of identification only are shown by broken black lines and coloured green and marked "PEDESTRIAN LINK" on "Plan No.DMC-01", "Plan No.DMC-03", "Plan No.DMC-13", "Plan No.DMC-21", "Plan No.DMC-26" and "Plan No.DMC-31", and for the purpose of identification only its cover are shown and marked "COVER OF PEDESTRIAN LINK" on "Plan No.DMC-04", "Plan No.DMC-14", "Plan No.DMC-22", "Plan No.DMC-27" and "Plan No.DMC-32" of the Plans and the accuracy of which is certified by or on behalf of the Authorized Person.

**"Pedestrian Walkway"** means the pedestrian walkway referred to as "Pedestrian Walkway" in Special Condition No.(20)(d) of the Government Grant which for the purpose of identification only is shown coloured orange stippled black and marked "PEDESTRIAN WALKWAY" on "Plan No.DMC-05", and for the purpose of identification only its cover is shown coloured orange stippled black and marked "COVER OF PEDESTRIAN WALKWAY" on "Plan No.DMC-06" of the Plans and the accuracy of which is certified by or on behalf of the Authorized Person.

**"Permanent Vehicular Access"** means the vehicular access more particularly referred to in Special Condition No.(36)(a)(ii) of the Government Grant.

**"Phase"** means any of the Phases in which the Lot is intended to be developed in conformity with the requirements of the relevant Government authorities.

**"Phase 1"** means the first phase of the Estate comprising Tower A and Tower B of the Residential Development, Residential Parking Spaces Nos.P1 to P123 and Motor Cycle Parking Spaces Nos.M1 to M16 situated in the basement of the Estate, the basement slab, the ground floor slab, the Club House and the ancillary facilities thereto and constructed on that part of the Lot in accordance with the Building Plans and the requirements of the relevant Government authorities.

**"Phase 2"** means the second phase of the Estate comprising Tower C of the Residential Development and the ancillary facilities thereto situated in the basement of the Estate and constructed or to be constructed on that part of the Lot in accordance with the Building Plans and the requirements of the relevant Government authorities.

**"Phase 3"** means the third phase of the Estate comprising Tower D and Tower E of the Residential Development and the ancillary facilities thereto situated in the basement of the Estate and constructed or to be constructed on that part of the Lot in accordance with the Building Plans and the requirements of the relevant Government authorities.

"Plans" means the plans annexed to this Deed.

"Recreational Areas and Facilities" means and includes the recreational areas, recreational facilities and facilities ancillary thereto erected constructed and provided by the First Owner for the use of the residents of the Residential Units and their bona fide visitors pursuant to Special Condition No.(14) of the Government Grant including but not limited to the Club House and other recreational areas and facilities of the Estate which for the purpose of identification only are shown and coloured green hatched black on the Plans and the accuracy of which is certified by or on behalf of the Authorized Person.

"Relevant Garden Unit" means a Garden Unit with Underground Pipes and "Relevant Garden Units" shall be construed accordingly. There are 34 Relevant Garden Units in the Estate, namely Flats 15, 16, 19, 20, 21 and 22 on Ground Floor of Tower B, Flats 17, 18, 21, 22, 23 and 25 on Ground Floor of Tower C, Flats 2, 3, 5, 6, 7, 8, 11, 12, 15 and 16 on Ground Floor of Tower D, Flats 1, 2, 3, 5, 15, 16, 17, 18, 21, 22, 23 and 25 on Ground Floor of Tower E.

"Residential Common Areas" means those parts of the Residential Development intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit and which are subject to the provisions of this Deed to be used by the Owners and Occupiers of the Residential Units in all Phases in common with all other Owners and Occupiers of the Residential Units and shall include:-

- (a) areas for the installation or use of aerial broadcast distribution or telecommunications network facilities, the electric meter cabinets (EMC) and the electric meter rooms (EMR) save and except those of such areas which form part of the Estate Common Areas;
- (b) the external walls (and the claddings thereof) of the Towers and other parts of the Estate not forming part of the Residential Units or the Estate Common Areas including:-
  - (1) the architectural features and fins thereon (including architectural features notwithstanding they are located above roof floors of the Residential Units); and
  - (2) the air-conditioner (AC) platforms (including the louvers thereof (if any)) adjacent to the Residential Units or such other area(s), if any, as may be designated for that purpose in Tower A, Tower B and Tower C,

BUT excluding:-

- (1) the glass/metal balustrades or railings of the balconies, utility platforms, flat roofs, roofs, private gardens or Areas for Air-Conditioning which form parts of the relevant Residential Units; and
- (2) such pieces of glass panels wholly enclosing or fronting a Residential Unit and the openable parts of the curtain wall structures of the Towers which said glass panels and openable parts shall form parts of the relevant Residential Units and for the avoidance of doubt, any glass panel forming part of the curtain wall structures that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Residential Common Areas;
- (c) the Recreational Areas and Facilities;
- (d) the covered landscape areas;

- (e) lift lobby of each of the Towers;
- (f) the shuttle lifts lobbies in Tower A;
- (g) the passage link and the cover of passage link, which for the purpose of identification only are respectively shown on “Plan No.DMC-05” and “Plan No.DMC-06” of the Plans and the accuracy of which is certified by or on behalf of the Authorized Person;
- (h) the Bicycle Parking Spaces;
- (i) the Loading and Unloading Spaces;
- (j) the Visitors' Parking Spaces;
- (k) the Greenery Area;
- (l) the Pedestrian Link;
- (m) the entire thickness of any parapet and any fence wall enclosing a private garden, flat roof, roof or Areas for Air-Conditioning held with and forming part of the Residential Unit as shown and coloured green on the Plans separating that private garden, flat roof, roof or Areas for Air-Conditioning from other part(s) of the Estate;
- (n) the prefabricated external walls (other than such part forming a part of any Residential Unit);
- (o) the access and working space of the Concealed Drainage Pipes of the Residential Development for conducting closed-circuit television (“CCTV”) imaging device inspection required in Annex 1 of Appendix B of Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers No. APP-93, which for the purpose of identification only such access and working space of the Concealed Drainage Pipes are respectively shown and marked “AWS” “Plan No.DMC-11”, “Plan No.DMC-12”, “Plan No.DMC-19”, “Plan No.DMC-20”, “Plan No.DMC-24”, “Plan No. DMC-25”, “Plan No.DMC-29”, “Plan No.DMC-30”, “Plan No.DMC-34” and “Plan No.DMC-35” of the Plans and the accuracy of which is certified by or on behalf of the Authorized Person;
- (p) the Maintenance Areas of Underground Pipes;
- (q) the refuse storage and material recovery rooms (RS&MRR);
- (r) the emergency generator rooms;
- (s) all those parts and areas of the Residential Development which for the purpose of identification only are shown and coloured green, green stippled black, green hatched black, light green, light green stippled black and violet and also shown by red broken lines on the Plans and the accuracy of which is certified by or on behalf of the Authorized Person; and
- (t) such additional parts and areas of the Estate as may at any time be designated as Residential Common Areas by the First Owner subject to the approval by a resolution of Owners at an Owners’ meeting convened in accordance with the provisions of this Deed,

BUT (for the avoidance of doubt) excluding the Estate Common Areas and the Car Park Common Areas. Without affecting the generality of the foregoing and for the purpose of identification only, the Residential Common Areas in Phase 1 are shown and coloured green, green stippled black, green hatched black, violet and also shown by red broken lines on the

Plans and the accuracy of which is certified by or on behalf of the Authorized Person and the Residential Common Areas in Phase 2 and Phase 3 are shown and coloured light green and light green stippled black on the Plans and the accuracy of which is certified by or on behalf of the Authorized Person.

"Residential Common Areas and Facilities" means collectively the Residential Common Areas and the Residential Common Facilities.

"Residential Common Facilities" means all those facilities intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit which are subject to the provisions of this Deed to be used by all Owners and Occupiers of the Residential Units in all Phases in common with all other Owners and Occupiers of the Residential Units and includes but not limited to the Concealed Drainage Pipes, the Glass Fence Walls, the Underground Pipes, the lifts, all wires, cables, ducts, pipes, drains, the transformer room (if any) and the associated facilities (including but not limited to cable draw-pits / cable trough and cable ducts relating thereto) (if any), cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Residential Development as a whole and not just any particular Residential Unit and all mechanical and electrical installations and equipment exclusively for the Residential Development and such additional devices and facilities of the Estate as may at any time be designated as Residential Common Facilities by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed BUT (for the avoidance of doubt) excluding the Estate Common Facilities and the Car Park Common Facilities. For the avoidance of doubt, those installations made by and belonging to the provider(s) of the telecommunications and broadcasting services (if any) shall not form parts of the Residential Common Facilities. Without affecting the generality of the foregoing, the Residential Common Facilities in Phase 1 are those installations and facilities provided and installed within the Residential Common Areas in Phase 1 and the Residential Common Facilities in Phase 2 and Phase 3 are those installations and facilities provided and installed within the Residential Common Areas in Phase 2 and Phase 3.

"Residential Development" means those parts of the Estate comprising the Residential Units and the Residential Common Areas and Facilities.

"Residential Management Budget" means the budget to be prepared for the Residential Development more particularly described in Clause 14(a)(ii) hereof.

"Residential Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Residential Development as a whole and in particular the Residential Common Areas and Facilities.

"Residential Parking Spaces" means those one hundred and twenty three (123) spaces provided pursuant to Special Condition No.(28)(a)(i) of the Government Grant and each Residential Parking Space is provided with an associated Non-Common EV Facilities serving the user of such space exclusively, and the Residential Parking Spaces are situated in the basement of the Estate for the parking of motor vehicles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees but excluding the Parking Spaces for the Disabled Persons.

**"Residential Unit"** means a Unit situated in the Towers intended for residential use in accordance with the Building Plans and the Occupation Permit and shall include but not limited to:-

- (a) any balcony or utility platform (with their locations as indicated and coloured white hatched black and white cross hatched black respectively on the Plans and the accuracy of which is certified by or on behalf of the Authorized Person), Areas for Air-Conditioning, flat roof, roof or private garden held with and forming part of such Residential Unit BUT (for the avoidance of doubt) excluding the architectural features above roof floors which form part of the Residential Common Areas;
- (b) the openable parts of the curtain wall structures of the Towers and such pieces of glass panels wholly enclosing or fronting the Residential Unit provided that any glass panel forming part of the curtain wall structures that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Residential Common Areas;
- (c) the non-load bearing or non-structural internal walls and partitions of or within the Residential Unit and such part of the prefabricated external walls forming part of a Residential Unit;
- (d) the non-load bearing or non-structural inner half of any wall (other than the external walls of the Estate) and partition of or within the Residential Unit separating the Residential Unit or any part thereof from any other part(s) of the Estate;
- (e) the inner half of any parapet and any fence wall of a balcony, utility platform, private garden, flat roof, roof or Areas for Air-Conditioning held with and forming part of the Residential Unit separating that balcony, utility platform, private garden, flat roof, roof or Areas for Air-Conditioning from other part(s) of the Estate BUT excluding the entire thickness of any parapet and any fence wall enclosing a private garden, flat roof, roof or Areas for Air-Conditioning as shown coloured green and forming parts of the Residential Common Areas on the Plans separating that private garden, flat roof or roof from other part(s) of the Estate;
- (f) the floor slabs (and in the event the floor slab is separating the Residential Unit (or any balcony, utility platform, private garden, flat roof, roof or Areas for Air-Conditioning held with and forming part of the Residential Unit) from other part or parts of the Estate, the upper half of such floor slab), ceiling slabs (and in the event the ceiling slab is separating the Residential Unit (or any balcony, utility platform, private garden, flat roof, roof or Areas for Air-Conditioning held with and forming part of the Residential Unit) from other part or parts of the Estate, the lower half of such ceiling slab) which are all non-load bearing or non-structural of or within the Residential Unit; and
- (g) the glass balustrades, metal balustrades or railings of the balconies , utility platforms , flat roofs, roofs, Areas for Air-Conditioning or private gardens held with and forming part of such Residential Unit as approved under the Building Plans.

**"Slope Maintenance Guidelines"** means the guidelines known as "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time).

**"Slope Maintenance Manual"** means the slope maintenance manual for the Slopes and Retaining Walls prepared in accordance with the Slope Maintenance Guidelines.



**"Slopes and Retaining Walls"** means any and all slopes, slope treatment works, retaining walls and other structures, within or outside the Lot, the maintenance of which is the liability of the Owners under the provisions of the Government Grant or this Deed.

**"Special Fund"** means a special fund to be set up by the Manager pursuant to the provisions of this Deed for expenditure in relation to the management of the Estate of a capital and non-recurring nature for the purpose of paragraph 4 of Schedule 7 of the Ordinance.

**"Sub-Deed"** means a Sub-Deed of Mutual Covenant in respect of any part of the Estate remaining in the ownership of the First Owner to be entered into by the First Owner and the co-owner or owners thereof pursuant to the provisions of this Deed.

**"Towers"** means the five towers of multi-storey buildings (namely Tower A, Tower B, Tower C, Tower D and Tower E) for residential purposes in the Residential Development erected on the Lot in accordance with the Building Plans and in the singular means one of the Towers.

**"Underground Pipes"** means such part(s) of the common drainage pipes passing through the ground beneath the private garden of a Relevant Garden Unit. For the avoidance of doubt, the Underground Pipes shall form part of the Residential Common Facilities.

**"Undivided Share"** means an equal undivided part or share of and in the Lot and of and in the Estate allocated in accordance with the provisions of this Deed or a Sub-Deed (if any).

**"Unit"** means a Residential Unit or a Parking Space or a part of the Estate of which the full and exclusive right and privilege to the use occupation and enjoyment has been or is intended to be assigned to or retained by an Owner and "his Unit" in relation to an Owner means the Unit or Units in respect of which that Owner has the full and exclusive right and privilege to hold use occupy and enjoy.

**"Vehicular Access"** means the vehicular access more particularly referred to in Special Condition No.(36)(a)(i) of the Government Grant.

**"Visitors' Parking Spaces"** means all those twenty one (21) parking spaces provided pursuant to Special Condition No. (28)(a)(iii) of the Government Grant situated in the basement of the Estate, which for the purpose of identification only are shown coloured green and marked Nos.V1 to V21 (both inclusive) on "Plan No.DMC-02" of the Plans and the accuracy of which is certified by or on behalf of the Authorized Person (each Visitors' Parking Space is provided with an associated electric vehicle charging facilities and associated cables and installations serving exclusively that parking space) for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of the residents of the Residential Units. For the avoidance of doubt, Visitors' Parking Spaces Nos.V2 and V3 are the Parking Spaces for the Disabled Persons and are reserved and designated out of the spaces provided under Special Condition No.(28)(a)(iii) of the Government Grant.

**"Works and Installations"** means all major works and installations in the Estate, which require regular maintenance on a recurrent basis.

**"Works and Installations Maintenance Manual"** means the maintenance manual for the Works and Installations compiled by the First Owner.

**"Yellow Area"** means the Yellow Area referred to and defined in Special Condition No.(5)(a) of the Government Grant.

**"Yellow Stippled Black Area"** means the Yellow Stippled Black Area referred to and defined in Special Condition No.(6)(a) of the Government Grant.

WHEREAS:-

- (1) Immediately prior to the Assignment to the First Assignee hereinafter referred to, the First Owner was the registered owner and in possession of the Lot which is held under the Government Grant.
- (2) The First Owner has developed or is in the course of developing the Lot in accordance with the Building Plans. The Estate comprises Phase 1, Phase 2 and Phase 3 with ancillary facilities as may be determined by the First Owner in its absolute discretion subject to the approval by the relevant Government authorities.
- (3) For the purposes of sale the Lot and the Estate have been notionally divided into 514,000 equal Undivided Shares which have been allocated as provided in the FIRST SCHEDULE hereto.
- (4) By an Assignment bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part and for the consideration therein expressed the First Owner assigned unto the First Assignee the First Assignee's Unit.
- (5) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Estate and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Lot and the Estate.
- (6) The Director of Lands has approved the terms of this Deed in accordance with Special Condition No.(25)(a) of the Government Grant.
- (7) In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter gender and words importing persons shall include corporations and vice versa and references to Clauses, Sub-clauses and Schedules shall be references to clauses, sub-clauses and schedules of this Deed.

NOW THIS DEED WITNESSETH as follows:-

SECTION I

RIGHTS AND OBLIGATIONS OF OWNERS

1. The First Owner shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Assignee the whole of the Lot and the Estate together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the First Assignee's Unit assigned to the First Assignee as aforesaid and the Common Areas and Facilities and SUBJECT TO the rights and privileges granted to the First Assignee by the said Assignment AND SUBJECT TO the provisions of this Deed so far as they are still subsisting.
2. The First Assignee shall at all times hereafter subject to and with the benefit of the Government Grant and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the First Assignee's

Unit assigned to the First Assignee by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.

3. Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations provided in the SECOND SCHEDULE hereto, and the covenants and provisions contained in this Deed.
4. The Owner or Owners for the time being of each Undivided Share (including the First Owner) shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the THIRD SCHEDULE hereto so far as the same relate to such Undivided Share held by him or them.
5. Subject to the Government Grant and this Deed, every Owner shall have the full right and liberty without reference to any other Owner or any person who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or such person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Share(s) or interest of and in the Lot and the Estate together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Estate which may be held therewith PROVIDED THAT any such transaction shall be expressly subject to and with the benefit of this Deed.
6.
  - (a) The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause, subject to the Government Grant, do not extend to any lease, tenancy or licence with a term not exceeding ten (10) years.
  - (b) The right to the exclusive use, occupation and enjoyment of a private garden, flat roof or roof, balcony or utility platform or Areas for Air-Conditioning shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit with which the private garden, flat roof, roof, balcony, utility platform or Areas for Air-Conditioning is held.
7.
  - (a) Every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
  - (b) The Owner of any Residential Unit together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
  - (c) The Owner of any Parking Space together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along

and to use the Car Park Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

- (d) The right and liberty set out in Sub-clauses (a), (b) and (c) above shall be subject to the provisions of this Deed, the rights of the Manager and the Estate Rules relating thereto.

7A. The Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be :  
assigned except :

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

underlet except to residents of the Residential Units in the Estate

Provided that in any event no more than three in number of the total of the Residential Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the Owner or underlet to the resident of any one Residential Unit in the Estate.

## SECTION II

### ADDITIONAL RIGHTS OF THE FIRST OWNER

- 8. Each and every Owner covenants with the First Owner with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Lot and the Estate and any interest therein that the First Owner shall for as long as it remains the beneficial owner of any Undivided Share have the sole, absolute and exclusive right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit and without the consent or concurrence of any other Owners, the Owners' Committee, the Owners' Corporation or the Manager (save as otherwise restricted as in below) to do all or any of the following acts or deeds and to exercise all or any of the following rights which are hereby expressly excepted and reserved unto and (where appropriate) granted and conferred upon the First Owner:-
  - (a) The right to apply to, negotiate and agree with the Government to amend, vary or modify the Government Grant (including any plans annexed thereto) or any conditions thereof from time to time in such manner as the First Owner may deem fit and to execute any modification letter, no-objection letter, deed of variation or any other modification document(s) in connection therewith in the name of the First Owner alone without the necessity of joining in any other Owner and any such amendment or variation or modification shall be binding on the Owners Provided That the exercise of this right shall be subject to the prior approval of the Owners at an Owners' meeting convened under this Deed and provided further that such amendment, variation or modification will not interfere with the Owners' right to the exclusive use occupation and enjoyment

of their Units or impede or restrict their access to and from their Units or affect an Owner's right and interest in the Lot and the Estate and Provided That the exercise of the right under this Clause shall affect only the Units remaining unsold and owned by the First Owner and Provided Further that if the amendment, variation or modification involves adjustment of the boundary of the Lot, any payment received shall be credited to the Special Fund.

- (b) The right at any time hereafter subject to the approval of the Director of Lands (if such approval is necessary) and the Building Authority (if required) to change, amend, vary, add to or alter the Building Plans and to carry out the construction works in accordance with such amended Building Plans and to do everything necessary therefor or incidental thereto Provided That such change, amendment, variation, addition or alteration and the construction works in accordance with such amended Building Plans and anything done under this Sub-clause (b) will not interfere with the Owners' right to the exclusive use occupation and enjoyment of their Units or impede or restrict their access to and from their Units or affect an Owner's right and interest in the Lot and the Estate and Provided That the exercise of the right under this Clause shall affect only the Units remaining unsold and owned by the First Owner. In exercise of the right under this Clause, the First Owner shall bear all costs arising therefrom and at its own expense make good any damage and shall ensure the least disturbance is caused.
- (c) The right to enter into one or more Sub-Deed or Sub-Deeds in respect of any part or parts of the Estate which have not been sold or assigned by the First Owner without joining in Owners of other parts of the Estate for the purpose including but not limited to sub-allocating Undivided Shares and/or Management Units relating thereto subject to the prior written approval of the Director of Lands to such Sub-Deed(s) being first had been obtained (unless the requirement of approval is waived by the Director of Lands in his absolute discretion) Provided That the provisions of such Sub-Deed(s) shall not contradict the provisions herein nor affect the rights, interests or obligations of any Owner not bound by such Sub-Deed(s).
- (d) The right to effect surrenders and/or dedication of any part or parts of the Lot and/or the Estate to the Government either pursuant to the Government Grant or whenever required by the Government so to do and the First Owner shall be at liberty to surrender to the Government or dedicate the same for public use in such form and manner as it shall in its absolute discretion think fit Provided That an Owner's right to hold use occupy and enjoy his Unit shall not be interfered with and Provided That his access to and from his Unit will not be impeded or restricted and the right and interest of an Owner in the Lot and the Estate shall not be affected and any consideration received therefor shall be credited to the Special Fund and Provided That the exercise of the right under this Clause shall affect only the Units remaining unsold and owned by the First Owner.
- (e) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to affix, maintain, alter, repair, service, replace, renew and remove any one or more chimneys, flues, pipes, masts, conduits, plant, machinery, equipment, lightning conductors and

lighting fixtures, including, without limitation, microwave distribution systems, aerials, dishes, antennae, transmitters, transponders, receivers, tuners and the ancillary equipment and connections thereto and other fixtures or structures of whatsoever kind on or within any part or parts of the Common Areas and the right to enter into and upon any part of the Lot and the Estate save and except any part of the Estate which has been sold or assigned by the First Owner with or without workmen and equipment at all reasonable times on giving prior reasonable written notice (except in the case of emergency) for any or all of the purposes aforesaid PROVIDED THAT the exercise of the rights under this Sub-clause (e) to affix, maintain, alter, repair, service, replace, renew and remove flues, pipes, masts, conduits, plant, machinery, equipment, lightning conductors and lighting fixtures shall be for the purpose of supplying utility services to the Lot only PROVIDED FURTHER THAT the exercise of any of such rights shall not interfere with the exclusive right to hold, use, occupy and enjoy the Units which other Owners own or impede or restrict their access to and from their Units. Any consideration received therefor shall be credited to the Special Fund.

- (f) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to designate and declare by deed any area or part or parts of the Estate the sole and exclusive right to hold, use, occupy and enjoy which, and to receive the rents and profits in respect of which, is then beneficially owned by the First Owner to be additional Estate Common Areas and Facilities or additional Residential Common Areas and Facilities or additional Car Park Common Areas and Facilities whereupon with effect from such designation and declaration such additional Estate Common Areas and Facilities or additional Residential Common Areas and Facilities or additional Car Park Common Areas and Facilities (as the case may be) shall form part of the Estate Common Areas and Facilities or Residential Common Areas and Facilities or Car Park Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the maintenance and upkeep of the same as if they were part of the Estate Common Areas and Facilities or Residential Common Areas and Facilities or Car Park Common Areas and Facilities (as the case may be) PROVIDED THAT in making such designation and declaration the First Owner shall not interfere with or affect an Owner's exclusive right to hold, use, occupy and enjoy the Unit which such Owner owns or impede or restrict his access to and from his Unit PROVIDED FURTHER THAT no Owner (including the First Owner) and no Manager shall re-convert or re-designate the aforesaid common areas and facilities to his or its own use and benefit.
- (g) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, footbridges, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by licence for the benefit of

the Lot and the Estate as the First Owner shall deem fit PROVIDED THAT the exercise of such right shall not affect or interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns.

- (h) The right to enter into and upon such parts of the Lot and the Estate not yet sold or assigned by the First Owner from time to time with all necessary equipment, plant and materials for the purposes of completing the construction of the other parts of the Estate and of constructing such other buildings or structures thereon and may, for such purposes, carry out all such works in, under, on or over those parts of the Lot and the Estate as aforesaid as it may from time to time see fit PROVIDED THAT the exercise of such right shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit. The First Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Lot and the Estate that the Owners, their tenants, servants, agents or licensees may or may not use while such works are being carried out PROVIDED THAT the exercise of such right shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit. The right of the First Owner to enter the Lot and the Estate as aforesaid to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorised by the First Owner.
- (i) The right to build and operate in such part or parts of the Lot and the Estate not yet sold or assigned by the First Owner to complete the Estate in accordance with the Building Plans PROVIDED THAT such buildings and operations shall not contravene the terms and conditions of the Government Grant or any of the laws and regulations for the time being in force in Hong Kong, and shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy his Unit or impede or restrict his access to and from his Unit.
- (j) The right to utilize in whole or in part the balance of the maximum plot ratio of the Lot for the time being permitted under the Buildings Ordinance or under the Government Grant or otherwise including any concessions or bonus which may be granted by the Building Authority or obtained as a result of modification of the Government Grant PROVIDED THAT the exercise of such right shall not interfere with or affect an Owner's exclusive right to hold, use, occupy and enjoy his Unit which such Owner owns or impede or restrict his access to and from his Unit PROVIDED FURTHER THAT if the exercise of the right under this Clause involves the modification of the Government Grant, the exercise of this right shall be subject to the prior approval of the Owners at an Owners' meeting convened under this Deed.
- (k) The right to construct the Footbridge Connections and any associated structures for receiving the Footbridges in accordance with Special Condition Nos.(21)(a) and (g) of the Government Grant.
- (l) The right to enter into the Lot and the Estate with or without vehicles and/or other equipment or apparatus for construction purpose for Phase 2 and/or Phase 3 of the Estate and/or for all other lawful purposes.
- (m) The right to construct at such time or times Phase 2 and/or Phase 3 of the Estate as shall be determined by the First Owner in its absolute discretion subject to

the approval by the relevant Government authorities without the concurrence or approval of the Owners.

For the purpose of this Clause 8 only, "the First Owner" shall exclude its successors and assigns.

9. (a) The Owners hereby jointly and severally and irrevocably APPOINT the First Owner to be their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their acts and deeds deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 8 with the full power of delegation and the Owners hereby further jointly and severally and irrevocably undertake to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant and to ratify and confirm all that the First Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners. For the purpose of this Clause 9(a) only, "the First Owner" shall exclude its successors and assigns.
- (b) Every assignment of the Unit shall include a covenant in substantially the following terms: "The Purchaser covenants with the Vendor for itself and as agent for Best Galaxy Limited ("the Company" which expression shall include its attorneys) to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Covenanting Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "the Covenanting Purchaser") and shall enure for the benefit of the Estate and be enforceable by the Company that:-
  - (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 8 of a Deed of Mutual Covenant and Management Agreement dated the 9th day of December 2022 and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;
  - (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
  - (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Company as aforesaid with the full



power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and

- (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained

PROVIDED THAT upon the Covenanting Purchaser complying with and performing the covenant (iv) hereinbefore contained, the Covenanting Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained which may happen after the Covenanting Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained."

### SECTION III

#### MANAGER AND MANAGEMENT CHARGES

- 10. (a) Subject to the provisions of the Ordinance, the parties hereto have agreed with the DMC Manager for the DMC Manager to undertake the management and maintenance of the Lot and the Estate for an initial term of two (2) years from the date of this Deed and to be continued thereafter until termination of the DMC Manager appointment in the manner hereinafter provided Provided That nothing herein shall restrict or prohibit the termination of the appointment of the DMC Manager during such initial term or at any time thereafter under the following circumstances:-
  - (i) the appointment is terminated by the DMC Manager by his previously giving of not less than three (3) months' notice of its intention to resign in writing by sending such notice to the Owners' Committee or where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, by serving such notice on each of the Owners and by displaying such notice in a prominent place in the Estate. For this purpose, service of such notice on an Owner may be effected personally upon the Owner; or by post to the Owner at his last known address; or by leaving such notice at the Unit owned by the Owner or depositing the notice in the Owner's letter box for that Unit; or
  - (ii) prior to the formation of the Owners' Corporation, upon the passing of a resolution by a majority of votes of Owners voting either personally or by proxy and supported by Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) at an Owners' meeting convened for the purpose to remove the DMC Manager without compensation by the Owners' Committee giving to the DMC Manager not less than three (3) months' notice of termination in writing; or

- (iii) in the event that the DMC Manager is wound up or has a receiving order made against it.
- (b)
  - (i) Where an Owners' Corporation has been formed, an Owners' Corporation may, by a resolution of a majority of the votes of the Owners voting either personally or by proxy (for the purpose of this Sub-clause (b), only the Owners of Undivided Shares who pay or who are liable to contribute towards the Management Charges relating to those Undivided Shares shall be entitled to vote) and supported by the Owners of not less than 50% of the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) to be determined at a general meeting convened for the purpose, terminate by notice the DMC Manager's appointment without compensation. In this respect, such resolution shall have effect only if such notice of termination is in writing; and provision is made in the resolution for a period of not less than 3 months' notice or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to the DMC Manager of a sum equal to the amount of remuneration which would have accrued to the DMC Manager during that period; and such notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and such notice and the copy of the resolution is served upon the DMC Manager within 14 days after the date of the meeting. For this purpose, service of such notice and the copy of the resolution required to be served may be given by delivering them personally to the DMC Manager; or by sending them by post to the DMC Manager at its last known address. The reference in this Sub-clause (b)(i) above to "the Owners of not less than 50% of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the Undivided Shares in aggregate who are entitled to vote.
  - (ii) If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, Sub-clause (b)(i) above applies to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.
  - (iii) Sub-clause (b)(ii) above operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than the DMC Manager to terminate the appointment of the Manager.
- (c) If a notice to terminate a Manager's appointment is given under Sub-clause (b) above:-
  - (i) No appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
  - (ii) if no such appointment is approved under Sub-clause (c)(i) above by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.

- (d) 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 Sub-clause (c)(ii) above, the Owners' Corporation shall be deemed to have given 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 that Sub-clause that may otherwise render that person liable for a breach of that undertaking or agreement.
  - (e) Sub-clauses (b) to (d) above are subject to any notice relating to the Estate that may be published by the Secretary for Home Affairs under section 34E(4) of the Ordinance but does not apply to any single manager referred to in that section.
  - (f) Subject to Sub-clause (g) below, if the Manager's appointment ends for any reason, the Manager shall, as soon as practicable after the Manager's appointment ends, and in any event within 14 days of the date of the Manager's appointment ends, deliver to the Owners' Committee (if any) or a Manager appointed in its place any movable property in respect of the control, management and administration of the Lot and the Estate that is under the Manager's control or in the Manager's custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
  - (g) If the Manager's appointment ends for any reason, the Manager shall within 2 months of the date the Manager's appointment ends:-
    - (i) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which the Manager's appointment ends and ending on the date the Manager's appointment ended; and a balance sheet as at the date the Manager's appointment ended, and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and
    - (ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of account, papers, documents, plans and other records which are required for the purposes of Sub-clause (g)(i) above and have not been delivered under Sub-clause (f) above.
11. Upon termination of the Manager's appointment in whatever manner this may occur, a meeting of the Owners' Committee shall immediately be convened to appoint a manager to take its place and such meeting shall appoint a manager who shall on the expiry of the notice given by or, as the case may be, to the Manager be immediately thereupon and thenceforth become vested with all the powers and duties of the Manager hereunder. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that at no time shall the Lot and the Estate be without a responsible duly appointed manager to manage the Estate after the issue of an Occupation Permit covering the same.

12. (a) The Manager's Fee, being the remuneration of the Manager for the performance of its duties hereunder shall not be more than 10% of the total annual Management Expenses (excluding the amount for the Manager's Fee itself and capital expenditure or expenditure drawn out of the Special Fund) reasonably and necessarily incurred in the good and efficient management of the Lot and the Estate. The Manager shall also be entitled to charge and be paid all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder. The Owners shall pay to the Manager the Manager's Fee hereunder in advance on the first day (or such other day as the Manager may deem appropriate) of each calendar month. The percentage of total annual Management Expenses against which the Manager's Fee is calculated shall not be varied except by a resolution passed at a meeting of the Owners convened under this Deed. Provided That in calculating the Manager's Fee under this Clause, the Owners may by a resolution of Owners at an Owners' meeting convened under this Deed at its absolute discretion decide to include in such calculation any capital expenditure or expenditure drawn out of the Special Fund at the rate which shall not exceed 10% or at such lower rate as the Owners consider appropriate.
- (b) The Manager's Fee as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salary, bonuses, compensation, severance payment and fees for any staff serving the Lot and the Estate, facilities, accountancy services or other professional supervision for the Lot and the Estate and all disbursements and out of pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs and expenses shall form part of the Management Expenses and shall be a direct charge upon the management funds.
13. (a) Subject to Sub-clauses (c), (e), (f) and (h) below, the total amount of Management Charges payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Lot and the Estate shall be the total proposed management expenditure during that year as specified by the Manager in accordance with Sub-clause (b) below.
- (b) In respect of each financial year, the Manager shall:-
- (i) prepare three separate and independent draft annual Management Budgets in accordance with Clause 14 of this Deed setting out the estimated management expenditure of the Lot and the Estate during the financial year. Provided That the first draft annual Management Budgets to be prepared by the Manager shall cover the period from the date of this Deed until the 31st day of December of that year unless that period shall be less than 6 months in which event it shall cover the period from the date of this Deed until the 31st day of December of the following year and all subsequent draft annual Management Budgets shall be prepared by the Manager at least 1 month prior to the commencement of the financial year and such subsequent draft annual Management Budgets (other than the first draft annual Management Budgets) shall be prepared in consultation with the Owners' Committee (if the same has been established pursuant to the provisions of this Deed);

- (ii) send a copy of each of the draft annual Management Budgets to the Owners' Committee or, where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, display a copy of each of the draft annual Management Budgets in a prominent place in the Estate, and cause it to remain so displayed for at least 7 consecutive days;
  - (iii) send or display, as the case may be, with the copy of the draft annual Management Budgets a notice inviting each Owner to send his comments on the draft annual Management Budgets to the Manager within a period of 14 days from the date the draft annual Management Budgets were sent or first displayed;
  - (iv) after the end of that period, prepare annual Management Budgets specifying the total estimated management expenditure during the financial year;
  - (v) send a copy of each of the annual Management Budgets to the Owners' Committee or, where the Owners' Committee has not yet been established pursuant to the provisions of this Deed, display a copy of each of the annual Management Budgets in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with Sub-clause (b) above before the start of that financial year, the total amount of the Management Charges for that year shall:-
  - (i) until the Manager has so complied, be deemed to be the same as the total amount of Management Charges (if any) for the previous financial year;
  - (ii) when the Manager has so complied, be the total proposed management expenditure specified in the annual Management Budgets for that financial year, and the amount that the Owners shall contribute towards the Management Charges shall be calculated and adjusted accordingly.
- (d) Where any of the annual Management Budgets has been sent or displayed in accordance with Sub-clause (b)(v) above and the Manager wishes to revise the same, the Manager shall follow the same procedures in respect of the revised annual Management Budget as apply to the draft annual Management Budget and the annual Management Budget by virtue of Sub-clause (b) above.
- (e) Where a revised annual Management Budget is sent or displayed in accordance with Sub-clause (d) above, the total amount of the Management Charges for that financial year shall be the total management expenditure or proposed management expenditure specified in the revised annual Management Budget and the amount that Owners shall contribute towards the Management Charges shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation and, within a period of 1 month from the date that an annual Management Budget or a revised annual Management Budget for a financial year is sent or first displayed in accordance with Sub-clause (b) or Sub-clause (d) above, the Owners' Corporation decides, by a resolution of the Owners, to reject the annual Management Budget or the

revised annual Management Budget, as the case may be, the total amount of the Management Charges for the financial year shall, until another annual Management Budget or revised annual Management Budget is sent or displayed in accordance with Sub-clause (b) or Sub-clause (d) above and is not so rejected under this Sub-clause (f), be deemed to be the same as the total amount of the Management Charges (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.

- (g) If any Owner requests in writing the Manager to supply him with a copy of any of the draft annual Management Budgets, annual Management Budgets or revised annual Management Budgets, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (h) For the purposes of this Clause 13, “expenditure” includes all costs, charges and expenses to be borne by the Owners, including the Manager’s Fee.
- (i) The Management Expenses shall cover all expenditure which is to be necessarily and reasonably incurred for the proper good and efficient management and maintenance of the Lot and the Estate and the Common Areas and Facilities therein including but without prejudice to the generality of the foregoing the following costs charges and expenses:-
  - (i) the expenses for maintenance, operation, control, repair, cleansing, painting, decorating, improving and keeping in good condition of all Common Areas and Facilities and the lighting thereof;
  - (ii) the charges for the supply and consumption of electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities and charges, assessments, impositions and outgoings payable in respect of the Common Areas and Facilities;
  - (iii) the remuneration and related expenses for the provision of security guard services for the Lot and the Estate and the cost (including but not limited to salaries, bonuses, compensation as required by laws, and medical insurance) of employing executives, clerical staff, accountants, caretakers, security guards, watchmen, cleaners, and such other staff to manage and administer the Lot and the Estate and the Common Areas and Facilities therein and the expenses of purchasing or hiring all necessary plant, equipment and machinery;
  - (iv) the cost and expense of inspecting, maintaining and repairing the foundations, columns and other structures constructed or to be constructed for the support of the Estate and the drains nullahs sewers pipes watermains and channels and such other areas whether within or outside the Lot that are required to be maintained under the Government Grant;
  - (v) the Government rent of the Lot payable under the Government Grant Provided only if no apportionment or separate assessments have been made for individual Units and the Manager decides, in its discretion, that the same shall be included as part of the management expenditure and the Government rent (if any) in respect of the Common Areas and Facilities;

- (vi) the expenses of refuse collection, storage and disposal in respect of the Lot and the Estate and the Common Areas and Facilities;
- (vii) the premia for insurance of the Common Areas and Facilities against damage by fire and other perils up to the full new reinstatement value thereof and of the Manager against third party and public liability or occupiers' liability or employees' compensation risks and any other insurance policy including a due proportion of premia for the insurance cover of the employer's liability to cover the employees employed by the headquarters office(s) of the Manager for the Estate as well as any other lands, developments and buildings and such due proportion of premia shall be directly related to and necessarily and reasonably incurred in the management of the Estate;
- (viii) a sum for contingencies;
- (ix) legal and accounting and surveying fees and all other professional fees and costs properly incurred by the Manager in carrying out the services provided by this Deed;
- (x) all costs incurred in connection with the maintenance and management of the Common Areas and Facilities;
- (xi) any tax payable by the Manager on any of the sums held by it under the provisions of this Deed Provided However That any tax payable on the Manager's Fee shall be borne and paid by the Manager;
- (xii) the cost of inspecting, repairing and maintaining the Slopes and Retaining Walls the maintenance of which is the liability of the Owners under the Government Grant or this Deed and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual;
- (xiii) the licence fees (if any) payable to the Government for laying of drains and channels which serve the Estate within or under the Government land adjacent to the Lot;
- (xiv) any other costs, charges and expenses properly incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed in respect of any part or parts of the Lot and the Estate;
- (xv) the expenses for cultivation, irrigation and maintenance of the planters and landscaped areas on the Common Areas and Facilities, in particular the Greenery Area;
- (xvi) all costs and expenses incurred in connection with the environmental control and protection in respect of the Lot and the Estate and the Common Areas and Facilities;
- (xvii) the cost of postage, stationery and other sundry items incurred by the Manager in connection with the management of the Lot and the Estate;
- (xviii) all costs and expenses incurred in connection with maintaining the Yellow Stippled Black Area including all land, slope treatment

- works, earth-retaining structures, drainage and any other works therein and thereon in accordance with the Government Grant (until possession of which is re-delivered to the Government) in observing and complying with Special Condition No.(6)(a) of the Government Grant;
- (xix) all costs and expenses incurred in connection with maintaining the Yellow Area (until possession of which is re-delivered to the Government) in observing and complying with Special Condition No.(5)(a)(ii) of the Government Grant;
  - (xx) all costs and expenses incurred in connection with keeping and maintaining the landscaped works, including the Greenery Area, provided pursuant to Special Condition No.(16) of the Government Grant in accordance with Special Condition No.(16)(d) of the Government Grant;
  - (xxi) all costs and expenses incurred in relation to maintaining any section of the connection works which is constructed within Government land in connecting any drains and sewers from the Lot to the Government storm-water drains and sewers and upon possession of which is handed over to the Government for future maintenance the costs to be paid to the Government on demand for the technical audit in respect of the said connection works in observing and complying with Special Condition No.(47)(b) of the Government Grant;
  - (xxii) all costs and expenses incurred by the Manager for the repair, maintenance and reinstatement of the transformer room(s) and the associated facilities (including but not limited to cable draw-pits / cable trough and cable ducts relating thereto), the cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities forming part of the Common Areas and Facilities;
  - (xxiii) the cost of operating the shuttle bus services and such other means of transport and the costs and expenses for the hiring or otherwise employing vehicles for the general amenity of the Owners and Occupiers of the Estate, together with the charges and expenses in connection with the maintenance of such vehicles;
  - (xxiv) all costs and expenses incurred in connection with the keeping of the Pedestrian Walkway open for use by the public 24 hours a day free of charge without any interruption in accordance with Special Condition No.(20)(e) of the Government Grant;
  - (xxv) all costs and expenses for providing suitable CCTV imaging device and trained personnel to operate the device, or for securing a contract with a service provider for conducting inspection of the Concealed Drainage Pipes by a suitable CCTV imaging device, including regular inspection on a specified interval as proposed by the Authorized Person or any authorized person (as defined in the Buildings Ordinance (Cap.123)) as appointed by the Manager to alert



any early signs of water leakage and pipe joints/pipe brackets conditions;

- (xxvi) all costs and expenses incurred in connection with the refurbishment, renovation, maintenance and/or repair of both (i) the area or areas upon which the Vehicular Access was constructed; and (ii) the portion of the Yellow Area and the portion of the Yellow Stippled Black Area that have been used as the access road leading from the Vehicular Access to Ma Sik Road to such standards and conditions which are in conformity with the design of the Estate as a whole prior to the completion of the New Road and all costs and expenses incurred in connection with the retaining, repairing and maintenance of the existing road gully and the u-channel at such portion of the Yellow Area and such portion of the Yellow Stippled Black Area that have been used as the access road leading from the Vehicular Access to Ma Sik Road in such conditions in accordance with the requirements of the relevant government authorities during the period of operation of the Vehicular Access;
- (xxvii) all costs and expenses incurred in connection with the reinstatement and landscaping of both (i) the area or areas upon which the Vehicular Access was constructed; and (ii) the portion of the Yellow Area and the portion of the Yellow Stippled Black Area that have been used as the access road leading from the Vehicular Access to Ma Sik Road in accordance with Special Condition No.(36)(b) of the Government Grant upon completion of the New Road; and
- (xxviii) any other items of expenditure which are necessary for the administration, management and maintenance of the Lot and the Estate including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses incurred by the Manager in respect thereof or such proportion of reasonable expenses of support/back up services (if any) which are necessary for the management of the Lot and the Estate which are provided by the headquarters office(s) of the Manager for the Estate as well as any other lands, developments and buildings and for such purposes, the Manager shall be entitled to apportion any such items of expenditure which relate to and are necessarily and reasonably incurred in the administration and/or management and/or maintenance of the Lot and the Estate as well as any other lands, developments and buildings as reasonably determined by the Manager having regard to the relevant circumstances.

- 14. (a) The Manager shall prepare the following three separate and independent budgets showing the total management expenditure of the Estate for the ensuing year in consultation with the Owners' Committee except the first year:-
  - (i) the Estate Management Budget which shall show the estimated Estate Management Expenses and the Manager's Fee with reference to the Estate Management Expenses;
  - (ii) the Residential Management Budget which shall show (aa) the estimated Residential Management Expenses and the Manager's Fee with reference

to the Residential Management Expenses and (bb) a due proportion of the expenditure in accordance with the Estate Management Budget which due proportion shall be the same proportion as the number of the Management Units allocated to all the Residential Units bears to the total number of Management Units allocated to the Estate as specified in the Fourth Schedule hereto, and PROVIDED THAT before the issuance of the Certificate of Compliance of the Government Grant, such part of the Residential Management Budget referred to in part (aa) of this sub-clause shall only show the estimated expenditure of the management and maintenance of the Residential Common Areas and Facilities in Phase 1, and upon the issuance of the Certificate of Compliance of the Government Grant, such part of the Residential Management Budget referred to in part (aa) of this sub-clause shall show the estimated expenditure of the management and maintenance of the Residential Common Areas and Facilities of the whole Estate; and

- (iii) the Car Park Management Budget which shall show (aa) the estimated Car Park Management Expenses and the Manager's Fee with reference to the Car Park Management Expenses and (bb) a due proportion of the expenditure in accordance with the Estate Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to all the Parking Spaces bears to the total number of Management Units allocated to the Estate as specified in the Fourth Schedule hereto.
- (b) The Manager must keep separate management accounts for each of the above budgets. For the avoidance of doubt it is expressly agreed and declared that each of the above Residential Management Budget and Car Park Management Budget shall be treated as completely separate and independent to the intent that any surplus or deficit in one account shall not be taken into account in any other account.
- (c)
  - (i) Subject to Sub-clauses (ii) and (iii) below, the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless: -
    - (1) the supplies, goods or services are procured by invitation to tender; and
    - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance.
  - (ii) Subject to Sub-clause (iii) below, the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the relevant annual budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless: -
    - (1) if there is an Owners' Corporation:-

- (I) the supplies, goods or services are procured by invitation to tender;
    - (II) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance; and
    - (III) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
  - (2) if there is no Owners' Corporation: -
    - (I) the supplies, goods or services are procured by invitation to tender;
    - (II) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance; and
    - (III) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
  - (iii) Sub-clauses (i) and (ii) do not apply to any supplies, goods or services which but for this Sub-clause would be required to be procured by invitation to tender (referred to in this Sub-clause as "relevant supplies, goods or services"): -
    - (1) where there is an Owners' Corporation, if:-
      - (I) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
      - (II) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
    - (2) where there is no Owners' Corporation, if:-
      - (I) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
      - (II) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.
15. (a) Each Owner (including the First Owner) shall be personally liable to contribute towards the Management Charges whether or not his Unit or Units are vacant or occupied and whether or not such Unit or Units have been let or leased to a tenant or is occupied by the Owner himself or any other person Provided

Always That no Owner may be called upon to pay more than his appropriate share of the Management Charges, having regard to the number of the Management Units allocated to his Unit. After the issuance of the Consent to Assign relating to Phase 1, the First Owner shall make payments and contributions for those expenses which are of a recurrent nature for those Units and Undivided Shares unsold in Phase 1 PROVIDED THAT the First Owner shall not be obliged to make any payments or contributions towards the Management Charges in respect of the Units in Phase 2 and Phase 3 before the issuance of the Certificate of Compliance of the Government Grant except to the extent that Phase 2 and Phase 3 benefit from provisions in this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining any slope or as to security etc provided by the management of Phase 1) of the Estate AND PROVIDED FURTHER THAT after the issuance of the Certificate of Compliance of the Government Grant the First Owner's liability to make payments and contributions towards the Management Charges shall in no way be reduced by reason of the fact that any of the Unit(s) remain unsold and that the First Owner shall make payments and contributions for those expenses which are of a recurrent nature for those Units and Undivided Shares unsold of the entire Estate.

- (b) The amount of the monthly or other contributions payable by each Owner to the relevant annual budget shall be specified by the Manager from time to time in accordance with the following principles and such contributions shall be paid in the following manner:-
  - (i) The Owner of each Residential Unit shall pay in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Residential Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Residential Unit bears to the total number of Management Units allocated to all the Residential Units as specified in the Fourth Schedule hereto.
  - (ii) The Owner of each Parking Space shall pay in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Car Park Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Parking Space bears to the total number of Management Units allocated to all the Parking Spaces as specified in the Fourth Schedule hereto.

PROVIDED ALWAYS THAT:-

- (i) where at any time any budgets prepared by the Manager are revised as hereinafter provided there shall be added to or deducted from the amount of the Advance Payment payable on the first day of each month for the remainder of the current financial year after such revision an amount equal to the difference between the relevant Management Charges in respect of the current financial year payable by the Owner concerned prior to such revision and the relevant Management Charges payable by that Owner in accordance with the revised budget divided by the number

- of complete months from the date of such revised budget to the end of the then current financial year;
- (ii) on the first day of the month immediately following the close of any financial year and on the first day of each of such subsequent months before the budget for the then financial year shall have been prepared and approved there shall be paid on account an amount equal to the Advance Payment by that Owner based on the total amount of Management Expenses for the previous financial year.
  - (c) Notwithstanding anything herein contained but subject to Sub-clause (d) below, where the Manager or the Owners' Corporation acquires Undivided Shares relating to the Common Areas and Facilities as trustee for all the Owners pursuant to this Deed then the Manager or the Owners' Corporation shall be exempted from contributing to the Management Charges for such Undivided Shares relating to the Common Areas and Facilities.
  - (d) The Management Expenses attributable to the use and passage of the Car Park Common Areas and Facilities for the purpose of access to and from the Visitors' Parking Spaces as referred to in Clause 4 of Part A of the Second Schedule to this Deed shall be paid by the Manager out of the account of the Residential Management Budget for the benefit of the Owners of the Car Park by transferring the amount of such Management Expenses to the account of the Car Parking Management Budget on a monthly basis. The amount of such monthly contribution to the Car Park Management Budget required to be made in respect of each Visitors Parking Space shall be the same amount of the monthly contribution to the Car Park Management Budget payable by the Owner of each Residential Parking Space which he owns.
16. (a) If the Manager is of the opinion that the receipts budgeted for the then current financial year are insufficient to cover all expenditure required to be incurred in that financial year, the Manager may, by following such procedures as set out in this Deed, prepare a revised budget and may determine additional contributions payable by each Owner which may be rendered necessary by the adoption of such revised budget and may exercise all the powers conferred by this Deed in respect of such additional contributions. The Manager may recoup such deficiency by increased monthly instalments save that in exceptional circumstances it may be recovered by special contribution in one lump sum as the Manager shall see fit to require.
- (b) In the event of a surplus of income over expenditure for an financial year, the surplus shall be treated as an accumulated surplus for the following financial year.
17. Notwithstanding anything herein contained and for the avoidance of any doubt, the Management Expenses payable by the Owners in accordance with this Deed shall not include:-
- (a) any sum attributable or relating to the cost of completing the construction of the Estate or any part thereof or the cost of obtaining the Certificate of Compliance which sum shall be borne solely by the First Owner and for the purpose of this sub-clause, "First Owner" shall exclude its assigns;

- (b) all existing and future taxes, rates, assessments, property tax, water rates (if separately metered) and outgoings of every description for the time being payable in respect of any Unit which sums shall be borne by the Owner or Owners for the time being thereof;
  - (c) the expenses for keeping in good and substantial repair and condition of the interior fixtures and fittings, windows and doors of any Unit together with the plumbing, electrical installations, plant equipment, apparatus or services thereof not forming part of the Common Areas and Facilities which sums shall be borne solely by the Owner or Owners for the time being thereof.
18. Where any expenditure relates solely to or is solely for the benefit of any Unit(s) then the full amount of such expenditure shall be borne by the Owner(s) of such Unit(s).
19. (a) The Manager shall establish and maintain a Special Fund with the following separate accounts for different component parts of the Common Areas and Facilities:-
- (i) A separate account of the Special Fund designated for the Estate Common Areas and Facilities which shall be applied towards payment of expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually relating to the Estate Common Areas and Facilities, which includes but is not limited to, expenses for the renovation, improvement and repair of the Estate Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Estate Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for all Owners for the time being.
  - (ii) A separate account of the Special Fund designated for the Residential Common Areas and Facilities which shall be applied towards payment of expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually relating to the Residential Common Areas and Facilities, which includes but is not limited to, expenses for the renovation, improvement and repair of the Residential Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Residential Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Residential Units for the time being.
  - (iii) A separate account of the Special Fund designated for the Car Park Common Areas and Facilities which shall be applied towards payment of expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually relating to the Car Park Common Areas and Facilities, which includes but is not limited to, expenses for the renovation, improvement and repair of the Car Park Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Car Park Common Areas and Facilities and the costs

of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Parking Spaces for the time being.

- (b) Except where the First Owner has made the initial contribution to the relevant part(s) of the Special Fund under Sub-clause (c) below, each Owner shall upon taking up the assignment of his Undivided Share(s) from the First Owner deposit with the Manager a sum equivalent to two (2) months of his monthly contribution to the Management Charges based on the first annual Management Budget as an initial contribution to all the relevant part(s) of the Special Fund provided that if an Owner is liable to contribute to more than one part of the Special Fund, the Manager shall apportion such initial total contribution to the relevant parts of the Special Fund in such reasonable manner as the Manager may deem fit.
- (c) The First Owner shall in respect of any Unit(s) in that part of the Estate the construction of which has been completed and which remain unsold within three (3) months after (i) the date of this Deed or (ii) the date when the First Owner is in a position validly to assign those Unit(s) (i.e. when the Consent to Assign or the Certificate of Compliance in respect of the Government Grant has been issued), whichever is the later, deposit with the Manager a sum equivalent to two (2) months of its monthly contribution to the Management Charges based on the relevant first annual Management Budget as an initial contribution to the relevant part(s) of the Special Fund in the respective amount specified in Sub-clause (b) above in respect of such unsold Unit(s).
- (d) Each Owner hereby covenants with the other Owners to make further periodic contributions to the relevant part(s) of the Special Fund and the amount(s) to be contributed in each financial year and the time when those contributions will be payable shall be determined by a resolution of the Owners at an Owners' meeting convened under this Deed.
- (e) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.
- (f)
  - (i) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) an interest-bearing account, the title of which shall refer to the Special Fund for the Estate, and shall use such account exclusively for the purpose referred to in Sub-clause (a) above.
  - (ii) Without prejudice to the generality of Sub-clause (f)(i) above, if the Owners' Corporation has been formed, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by the Manager from or on behalf of the Owners' Corporation in respect of the Special Fund.
  - (iii) The Manager shall display a document showing evidence of any account opened and maintained under Sub-clause (f)(i) above or Sub-clause (f)(ii) above in a prominent place in the Estate.

- (g) The Manager shall without delay deposit all money received by the Manager in respect of the Special Fund into the account opened and maintained under Sub-clause (f)(i) above or, if the Owners' Corporation has been formed, the account or accounts opened and maintained under Sub-clause (f)(ii) above.
  - (h) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any). The Manager must not use the Special Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Estate.
  - (i) The payments made by the Owners (including the First Owner) towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.
20. (a) Except where the First Owner has made payments in accordance with Sub-clause (b) below, the Owner of each Unit shall upon taking up the assignment of his Undivided Shares from the First Owner:-
- (i) pay to the Manager a sum equivalent to one (1) month of such Owner's monthly contribution to the Management Charges based on the first annual Management Budget as payment in advance of monthly contribution to the Management Charges of his Unit(s) which sum shall not be refundable nor transferable;
  - (ii) deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to three (3) months of the monthly contribution to the Management Charges payable by him in respect of his Unit(s) based on the first annual Management Budget which deposit shall be non-interest bearing and shall not be used by such Owner to set off against any contribution payable by him under this Deed and which deposit shall be transferable but not refundable;
  - (iii) pay to the Manager a sum equivalent to one (1) month of the Owner's monthly contribution to the Management Charges based on the first annual Management Budget in respect of each Residential Unit owned by such Owner for the collection or removal of debris which sum shall not be refundable nor transferable Provided That any part of such sum not used for the aforesaid purpose shall be paid into the relevant part(s) of the Special Fund Provided Further that the Owner of each Parking Space is not required to pay such debris removal fee; and
  - (iv) pay to the Manager a due proportion of the deposits of water meters, electricity etc. for the Common Areas and Facilities or part thereof which have been paid or will be paid by the Manager to the relevant utility companies, such due proportion of the deposits shall be transferable but not refundable.

Notwithstanding the foregoing (and without prejudice to the rights of the Manager generally under this Deed) the Manager shall have the right to set off the deposit paid by an Owner under sub-clause (a)(ii) above against any sums payable by an Owner under this Deed; the Manager shall be under no obligation to exercise such right of set-off and, in any proceedings by the



Manager against an Owner in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager has exercised its right of set-off under this Clause, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to 3 times the then current monthly contribution to the Management Charges payable in respect of the Unit(s) which he owns.

- (b) The First Owner shall in respect of any Unit(s) in that part of the Estate construction of which has been completed and which remain unsold within three (3) months after (i) the date of this Deed or (ii) the date when the First Owner is in a position validly to assign those Unit(s) (i.e. when the Consent to Assign or the Certificate of Compliance in respect of the Government Grant has been issued), whichever is the later:-
  - (i) deposit with the Manager as security for the due payment of all amounts which may be or become payable by it under this Deed a sum equal to three (3) months of the monthly contribution to the Management Charges payable in respect of such unsold Unit(s) based on the first annual Management Budget which deposit shall be non-interest bearing and shall not be used by the First Owner to set off against any contribution payable by it under this Deed and which deposit shall be transferable but not refundable; and
  - (ii) pay to the Manager a sum equivalent to one month of the Owner's monthly contribution to the Management Charges based on the first annual Management Budget in respect of each Residential Unit for the collection or removal of debris which sum shall not be refundable nor transferable Provided That any part of such sum not used for the aforesaid purpose shall be paid into the relevant part(s) of the Special Fund Provided Further that no payment of such debris removal fee is required for each unsold Parking Space.

For the avoidance of doubt, (i) the First Owner shall be entitled to recover the said deposit and payment from the assignee(s) of the said unsold Unit(s) and (ii) the First Owner shall not be obliged to contribute the said deposit and payment in respect of Units and Undivided Shares allocated to a separate building or Phase, the construction of which has not been completed, except to the extent that the building or Phase benefits from provisions in this Deed as to management and maintenance of the Estate.

- (c) The Owner of each Residential Unit shall, at least three working days prior to the commencement of any decoration and/or fitting out work of any kind or nature in, to or in relation to his Residential Unit, submit his written decoration application to the Manager and pay to the Manager a sum of HK\$5,000.00 or such other amount as shall be determined by the Owners' Committee (if and when it is formed) or the Owners' Corporation (if any) in respect of each Residential Unit owned by such Owner as deposit for securing the payment of the cost of making good any damages to the Common Areas and Facilities caused by or resulting from the decoration and fitting out of or the delivery of furniture items to his Residential Unit. If the Owner fails to pay on demand

the said costs or any part thereof, the Manager shall have the power to apply the said deposit towards such costs and to further recover any deficit from the Owner. Upon completion of the decoration and fitting out work of and the delivery of furniture items to his Residential Unit, if the Owner receives no demand for payment of the aforesaid costs or has made such payment, the Manager shall at the request of the Owner refund the deposit but without interest.

21. All outgoings (including Government rent, rates, Management Expenses) up to and inclusive of the date of the first assignment by the First Owner of each Unit shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings. Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Estate held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.
22. Notwithstanding anything contained in this Deed, the Manager shall be entitled in its discretion:-
  - (a) With the agreement of the Owner concerned to levy and to retain an additional charge against such Owner in respect of services rendered by the Manager to the Owner for the purpose of assisting the Owner to perform his obligation to repair and maintain his Unit Provided That such charge shall form part of the Special Fund. The Manager may provide such additional service in its own discretion and shall not have duty to perform the same.
  - (b) To charge the Owner concerned a reasonable administrative fee as consideration for issuing any consent (such consent shall not be unreasonably withheld) required from the Manager pursuant to this Deed Provided That such consideration shall form part of the Special Fund Provided Further That where any consent is required from the Manager by an Owner such consent must not be unreasonably withheld and the Manager shall not charge any fee other than a reasonable administrative fee for issuing the consent and such fee shall be credited to the Special Fund.
23.
  - (a) The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof such sum or sums not otherwise required to pay as the Manager shall consult with the Owners' Committee or the Owners' Corporation (if formed) in his absolute discretion determine and such sum or sums collected shall form part of the Special Fund.
  - (b) All moneys, income fees, charges, penalties or other consideration received by the Manager in respect of the grant of franchises, leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any Estate Rules shall form part of the Special Fund.
24. If any Owner shall fail to pay the Manager any amount payable hereunder within 30 days from the date of demand, he shall further pay to the Manager:-

- (a) Interest calculated at the rate of 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited in respect of any payment in arrears and such interest shall be payable from the due date until payment; and
- (b) A collection charge of an amount not exceeding 10% of the amount due (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default

Provided That all monies paid to the Manager by way of interest or collection charge shall form part of the Special Fund.

- 25. All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and legal costs and all other expenses incurred in or in connection with recovering or attempting to recover the same (on a solicitor and own client basis) shall be recoverable by civil action at the suit of the Manager (and the claim in any such action may include a claim for the costs of the Manager in such action on a solicitor and own client basis and such defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the other Owners as a whole and no Owner sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.
- 26. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within 30 days of demand, the amount thereof together with interest and the collection charge at the rate and for the amount as aforesaid together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal costs as aforesaid and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of such defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a memorial of such charge in the Land Registry against the Undivided Share or Shares of such defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.
- 27. Any charge registered under or in accordance with Clause 26 of this Deed shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of such defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Lot and the Estate held therewith and the provisions of Clause 25 of this Deed shall apply equally to any such action.
- 28. The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner and any person occupying any part of the Lot and the Estate through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed and of the Estate Rules so far as the same are binding on such Owner and of recovering damages for the breach, non-observance or

non-performance thereof. The provisions of Clause 25 of this Deed shall apply to all such proceedings.

29. Subject to Clause 60 of this Deed all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Lot and the Estate shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Lot and the Estate and any surplus thereof shall form part of the Special Fund.
30. Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in this Deed the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited to the account of the Owner against whom a claim has been made.
31. All money paid to the Manager including but not limited to those sums collected pursuant to this Deed and those by way of interest and collection charges and the interest earned on interest bearing bank accounts maintained by the Manager pursuant to this Deed or in the form of fee or other consideration which the Manager is entitled to charge under this Deed for granting any consent to an Owner where the same is required shall be held on trust for all the Owners for the time being and shall be paid into an interest bearing account or accounts maintained with a licensed bank.
32. Any person ceasing to be the Owner of any Undivided Share or Shares in the Lot and the Estate shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit(s) paid under this Deed and his contributions towards the Special Fund paid under this Deed to the intent that all such funds shall be held and applied for the management of the Lot and the Estate irrespective of changes in ownership of the Undivided Shares in the Lot and the Estate PROVIDED THAT any deposit paid under Clause 20(a)(ii), (a)(iv) and (b)(i) may be transferred into the name of the new Owner of such Undivided Shares and PROVIDED THAT upon the Lot reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 60 of this Deed, an appropriate part of the said funds shall be divided proportionately between the Owners contributing to the Management Expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished in proportion to their Management Units.
33. The first financial year for the purpose of management of the Lot and the Estate or any part or parts thereof shall commence from the date of this Deed and shall terminate on the 31st day of December of that year unless that period shall be less than 6 months in which event it shall cover the period from the date of this Deed until the 31st day of December of the following year and thereafter the subsequent financial years shall commence on the 1st day of January and shall terminate on the 31st day of December of such years PROVIDED THAT the Manager shall have the right to change the financial year at any time but the financial year may not be changed more than once in every 5 years unless that change is previously approved by a resolution of the Owners' Committee (if any) upon giving notice published in the public notice boards of the Estate.

34. (a) (i) The Manager shall open and maintain an interest-bearing account in the name of the Manager and to be held on trust by the Manager for and on behalf of the Owners for the time being of the Estate and the Manager shall use that account exclusively in respect of the management of the Lot and the Estate.
- (ii) Without prejudice to the generality of Sub-clause (a)(i) above, if the Owners' Corporation has been formed, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by the Manager from or on behalf of the Owners' Corporation in respect of the management of the Lot and the Estate.
- (iii) The Manager shall display a document showing evidence of any account opened and maintained under Sub-clause (a)(i) above or Sub-clause (a)(ii) above in a prominent place in the Estate.
- (b) Subject to Sub-clauses (c) and (d) below, the Manager shall without delay deposit all money received by the Manager in respect of the management of the Lot and the Estate into such interest-bearing account opened and maintained by the Manager under Sub-clause (a)(i) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under Sub-clause (a)(ii) above.
- (c) Subject to Sub-clause (d) below, the Manager may, out of money received by the Manager in respect of the management of the Lot and the Estate, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is approved or determined from time to time by a resolution of the Owners' Committee (if any).
- (d) The retention of a reasonable amount of money under Sub-clause (c) above or the payment of that amount into a current account in accordance with Sub-clause (c) above and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).
- (e) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155), the title of which refers to the management of the Lot and the Estate.
- (f) The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least 6 years. In addition, within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of its management of the Lot and the Estate for that period and shall display a copy of the summary and balance sheet in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days.
- 34A. Within 2 months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that preceding financial year and display a copy thereof in a prominent place in the Estate and cause it to remain

so displayed for at least 7 consecutive days. Each income and expenditure account and balance sheet shall provide an accurate summary of all items of income and expenditure during that preceding financial year including details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund and the amount of money that will be then needed. Prior to the formation of the Owners' Corporation, the Manager shall upon request of the Owners at an Owners' meeting convened under this Deed appoint an accountant or some other independent auditor nominated by the Owners at the said meeting to audit any income and expenditure account and balance sheet prepared by the Manager as aforesaid. If there is an Owners' Corporation and the Owners' Corporation decides by a resolution of the Owners, that any income and expenditure account and balance sheet prepared by the Manager as aforesaid should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and (a) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and (b) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.

35. The Manager shall permit any Owner at any reasonable time to inspect the books or records of account and any income and expenditure account or balance sheet prepared pursuant to this Deed. The Manager shall upon payment of a reasonable copying charge for copying the same supply any Owner with a copy or copies of any record or document requested by such Owner.
36. Prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require the annual accounts to be audited by an independent auditor of their choice.
37. Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Estate for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner hereby irrevocably APPOINTS the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorised under this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have full and unrestricted authority but subject to the provisions of the Ordinance to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Estate and the management thereof including in particular the following but without in any way limiting the generality of the foregoing:-
  - (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed;
  - (b) To take all steps necessary or expedient for complying with the Government Grant and any government requirements concerning the Lot and the Estate or any part thereof;
  - (c) Unless otherwise directed by the Owners' Corporation, to insure and keep insured to the full new reinstatement value in respect of the Common Areas

and Facilities as comprehensively as reasonably possible and in particular against loss or damage by fire and other perils, and in respect of public liability and occupiers liability and liability as employer of the employees of the Manager employed in connection with the management of the Lot and the Estate or provided by the headquarters office(s) of the Manager for the Estate as well as any other lands, developments and buildings with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Estate according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force and where the insurance taken out by the headquarters office(s) of the Manager covers the Estate as well as any other lands, developments and buildings, a due proportion of premia required to keep such insurance policies in force and such due proportion of premia shall be directly related to and necessarily and reasonably incurred in the management of the Lot and the Estate;

- (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Lot and the Estate;
- (e) To keep and maintain in good order and repair and condition the lighting of the Common Areas and Facilities and to keep the same well-lighted;
- (f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;
- (g) To repair, improve, renovate, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Estate and those parts of the external walls (including the curtain walls thereof) which form parts of the Common Areas and Facilities, elevations, facade, canopies, architectural fixtures and fittings thereof but excluding windows and window frames except those situate in the Common Areas and Facilities and excluding the openable parts and such pieces of glass panels forming part of the curtain wall structures of the Towers and wholly enclosing or fronting a Residential Unit PROVIDED HOWEVER THAT in respect of the Estate the Manager shall have the power at the expense of the Owner concerned to replace broken window glass if any such shall be broken and remain unreplaced for 7 days (except in the case of emergency) after the Manager shall have served a notice on the Owner or Occupier of the part of the Estate concerned requiring him to replace the same;
- (h) To repair, maintain, upkeep, improve, decorate, control, operate and manage the Recreational Areas and Facilities and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Facilities and maintain the same;
- (i) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (j) To keep all the Common Areas and Facilities in good condition and working order and subject to the prior approval of the Owners' Committee (if formed) to extend or provide additional facilities as the Manager shall at its absolute discretion deem necessary or desirable and to keep the lifts, escalators (if any) and fire fighting equipment in accordance with any laws and regulations

applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;

- (k) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property or land and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Lot or the Estate or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided Provided That the Manager shall at its own costs and expenses repair any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents;
- (l) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior or interior of the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (m) To replace any glass in the Common Areas and Facilities that may be broken;
- (n) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (o) To prevent refuse from being deposited on the Lot and the Estate or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Lot and the Estate and arrange for its disposal at such regular intervals and to maintain in or off the Lot and the Estate refuse collection facilities to the satisfaction of the relevant Government authorities;
- (p) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (q) If the Manager shall in its discretion deem fit, to operate or contract for the operation of the shuttle bus services for the use and benefit of the Owners and Occupiers for the time being of the Lot and the Estate and during such times and at such intervals and to such destinations as approved by the Owners' Committee (if and when it is formed) and the Owners' Corporation (if any) or such other means of transport for the use and benefit of the Owners and Occupiers for the time being of the Lot and the Estate and during such times as approved by the Owners' Committee (if and when it is formed) and the Owners' Corporation (if any) and to charge the users of the shuttle bus services provided such fares, or charge the users of such other means of transport provided such fees as approved by the Owners' Committee (if and when it is formed) and the Owners' Corporation (if any) provided that all such fares and prescribed fees collected shall form part of the management funds to be utilised towards the operation and maintenance of the shuttle bus services or such other means of transport provided or, if there should be a surplus, towards the management fund, and to terminate and/or suspend such shuttle bus services or such other means of transport at any time or times as approved by the Owners' Committee (if and when it is formed) and the Owners' Corporation (if any);



- (r) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Lot and the Estate or any part thereof;
- (s) To provide and maintain as the Manager deems necessary security force, watchmen, porters, caretakers, closed circuit television system and burglar alarms and other security measures in the Lot and the Estate at all times;
- (t) Subject to Clause 77 and the prior approval of the Owners at an Owners' meeting convened under this Deed, to lease, license, install, maintain and operate or contract for the leasing, licensing, installation, maintenance and operation of the communal radio and/or television aerials and/or satellite dishes and/or satellite master antenna television system and/or cable television system which serve the Estate only Provided That the exercise of the right shall not interfere with the Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units and any payment received shall be credited to the Special Fund;
- (u) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or anything in or on the Lot and the Estate or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Grant or this Deed and to demand and recover on a solicitor and own client basis from the Owner or person by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damage caused thereby to the satisfaction of the Manager;
- (v) To appoint solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Lot and the Estate necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Lot and the Estate of all legal proceedings relating to the Lot and the Estate (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within 7 days of being requested so to do by the Director of Lands or other competent authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;
- (w) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Lot and the Estate in any manner in contravention of the Government Grant, the Occupation Permit or this Deed;
- (x) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Lot and the Estate any provisions of the Government Grant or this Deed;
- (y) To prevent any person from detrimentally altering or injuring any part or parts of the Lot and the Estate or any of the Common Areas and Facilities thereof;
- (z) To prevent any person from overloading the floors or lifts of the Estate or any part or parts thereof;

- (aa) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Estate;
- (ab) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Lot and the Estate as a whole or the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;
- (ac) Subject to Clause 42, to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants, surveyors and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants for and in connection with the management and maintenance of the Lot and the Estate and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the management of the Lot and the Estate, Provided That where any contract for procurement of any supplies, goods or services involves an amount in excess of or likely to be in excess of HK\$200,000 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or an amount which is or is likely to be more than 20% of the relevant annual management budget (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, such contract shall be awarded in accordance with the provisions in Clause 14 above;
- (ad) To enforce the due observance and performance by the Owners and Occupiers of the terms and conditions of the Government Grant and this Deed and the Estate Rules and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (ae) To ensure that all Owners or Occupiers of any part of the Estate maintain the Units owned or occupied by them in a proper and satisfactory manner and if there be any default on the part of any such Owners or Occupiers and such default continues after notice has been given by the Manager to such Owners or Occupiers, may but shall not be bound to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or Occupiers;
- (af) To charge the Owners for the temporary or permanent use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris Provided That such charges shall form part of the Special Fund and be applied towards the management and maintenance of the Lot and the Estate;
- (ag) To charge the Owners for a reasonable administrative fee in approving any plans submitted for approval by the Manager where such submission of plans and approval thereto are required under the provisions of this Deed. For the avoidance of doubt, such approval must not be unreasonably withheld and the Manager shall not charge any fee other than a reasonable administrative fee for issuing the approval and such fee shall be credited to the Special Fund;

- (ah) To charge the Owners for a reasonable administrative fee in granting any consent required from the Manager in accordance with the provisions of this Deed. For the avoidance of doubt, such consent must not be unreasonably withheld and the Manager shall not charge any fee other than a reasonable administrative fee for issuing the consent and such fee shall be credited to the Special Fund;
- (ai) From time to time and subject to the approval of the Owners' Committee or the Owners' Corporation (if formed) to make rules and regulations governing the supply and use of fresh and sea water to all parts of the Estate Provided That such rules and regulations must not be inconsistent with or contravene this Deed, the Ordinance or the conditions of the Government Grant;
- (aj) Upon default of the Owner or Owners in repairing and/or maintaining and/or replacing the plumbing and drainage facilities and/or any other services and facilities or any part or parts thereof the repair and/or maintenance and/or replacement of which is such Owner's or Owners' responsibility under this Deed, may but shall not be bound to enter with or without workmen at all reasonable times on reasonable notice (except in case of emergency) into all parts of the Estate including any Residential Unit for the purpose of inspecting the plumbing and drainage facilities and any other services and facilities and to replace or repair at the expenses of the Owner or Owners concerned any part or parts of the plumbing and drainage facilities and any other services and facilities which shall leak for the purpose of abating any hazard or nuisance which does or may affect the Common Areas or any part thereof or other Owners Provided That the Manager shall at its own costs and expenses repair any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents;
- (ak) To enter with or without workmen at all reasonable times on reasonable notice (except in case of emergency) into and upon any Residential Unit, the private garden, flat roof, roof or Areas for Air-Conditioning forming part or parts of a Residential Unit for the purpose laying, maintaining, altering, repairing or removing any drainage and other pipes or any other services and facilities thereon for the common use and benefit of the Owners and erecting thereon scaffolding platform and other equipment for repairing or maintaining such plumbing and drainage facilities or other services and facilities or any part of the Estate or to abate any hazard or nuisance which does or may affect the Common Areas or any part thereof or other Owners Provided That the right to erect the scaffolding platform and other equipment at the relevant Residential Unit as aforesaid shall be subject to the consent of the Owner of such relevant Residential Unit (which consent shall not be unreasonably withheld) and Provided Further that the Manager shall at its own costs and expenses repair any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents;
- (al) To ensure that no hawkers shall carry on business on any part of the Lot or the Estate and remove any hawker found to be so doing and to post up and display notices to the effect that hawker is prohibited on the Lot and the Estate prominently near all entrances of the Lot and the Estate;

- (am) Subject to the prior approval of the Owners at an Owners' meeting convened under this Deed, to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Lot or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities or any part thereof and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Government Grant and shall not interfere with the Owners' right to hold, use, occupy and enjoy their Units nor impede access to and from their Units PROVIDED FURTHER THAT any income therefrom shall be credited to the Special Fund;
- (an) Subject to the prior approval of the Owners at an Owners' meeting convened under this Deed, to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes and other installations, fittings, chambers and other equipment and structures within the Common Areas and Facilities which the Manager shall reasonably deem appropriate PROVIDED THAT such grant of easements and rights of any other kind shall not contravene the terms and conditions contained in the Government Grant and shall not interfere with the Owners' right to hold, use, occupy and enjoy their Units nor impede access to and from their Units and PROVIDED FURTHER THAT any income therefrom shall be credited to the Special Fund;
- (ao) Subject to Clause 42, to recruit and employ such staff as may from time to time be necessary to enable the Manager to perform any of its powers in accordance with this Deed on such terms as the Manager shall in its absolute discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (ap) To deal with all enquiries, complaints, reports and correspondence relating to the Lot and the Estate as a whole;
- (aq) Subject to the prior approval of the Owners' Committee or the Owners' Corporation (if any) to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall in its reasonable discretion think fit or consider appropriate PROVIDED THAT:-
  - (i) all income arising therefrom shall form part of the Special Fund and be dealt with in accordance with the provisions of this Deed;
  - (ii) the terms and conditions of the Government Grant and this Deed are not contravened;
  - (iii) an Owner's right to the exclusive use occupation and enjoyment of his Unit is not interfered with; and
  - (iv) an Owner's access to and from his Unit is not impeded or restricted;

Provided Further That if in exercising of the right in this Sub-clause, the right to use such of the Common Areas and Facilities is granted to owners or occupiers of the land adjoining the Lot, the grant of such right to use such of

the Common Areas and Facilities shall be subject to the approval by a resolution of Owners at an Owners' meeting convened under this Deed and any payment received shall be credited to the Special Fund;

- (ar) To remove any dogs, cats or other animals or fowls from the Lot and the Estate if the same are brought into the Lot and the Estate and has been the cause of reasonable complaint (in the sole discretion of the Manager) by at least 4 Owners or Occupiers of any Unit;
- (as) To provide such Christmas, Chinese New Year, festive and other decorations and to organise such celebrations or activities for the Estate as the Manager shall in its sole discretion consider desirable;
- (at) From time to time with the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Corporation (if any), to make, revoke or amend the Estate Rules as it shall deem appropriate which shall not be inconsistent with this Deed, the Ordinance and the conditions of the Government Grant;
- (au) To give or withhold its consent or approval (such consent or approval not to be unreasonably withheld) to anything which requires its consent or approval pursuant to this Deed or the Estate Rules and to impose reasonable conditions or additional reasonable conditions relating thereto and where any consent or approval is required from the Manager by an Owner, the Manager shall not charge any fee other than a reasonable administrative fee for issuing the consent or approval and such fee shall be credited to the Special Fund;
- (av) To do all things as are necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Common Areas and Facilities for the better enjoyment or use of the Lot and the Estate by its Owners Occupiers and their licensees;
- (aw) In the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities, subject to the prior approval of the Owners at an Owners' meeting convened under this Deed, to surrender the same or any part thereof to the Government and the Manager is HEREBY APPOINTED the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose PROVIDED THAT the surrender shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit nor impede access to and from his Unit;
- (ax) Subject to the prior approval of the Owners' Committee or the Owners' Corporation (if any), to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion consider appropriate PROVIDED THAT:-
  - (i) the terms and conditions of the Government Grant and this Deed are not contravened;
  - (ii) an Owner's right to the exclusive use occupation and enjoyment of his Unit is not interfered with;

(iii) an Owner's access to and from his Unit is not impeded or restricted;  
and

(iv) any payment received shall be credited to the Special Fund.

Provided Further That if in exercising of the right in this Sub-clause, the right to use such of the Common Areas and Facilities is granted to owners or occupiers of the land adjoining the Lot, the grant of such right to use such of the Common Areas and Facilities shall be subject to the approval by a resolution of Owners at an Owners' meeting convened under this Deed and any payment received shall be credited to the Special Fund;

- (ay) To impose charges, restrictions, regulations and conditions for the use of the Common Areas and Facilities, to remove or evict any person thereon who fails to comply with or is in breach of any Estate Rules relating to such facilities and to exclude any person who has been in persistent breach of such Estate Rules from the use of such facilities for such period as the Manager shall in its discretion deem appropriate PROVIDED THAT such charges, restrictions, regulations and conditions shall not be inconsistent with this Deed, the Ordinance or the Government Grant and shall be approved by the Owners' Committee or the Owners' Corporation (if formed);
- (az) To make payment to the Government on demand of the cost incurred by the Government in connecting the drains and sewers from the Lot to the Government storm water drains and sewers;
- (ba) Subject to having obtained the relevant Government authority's approval (if required) and having given prior reasonable notice to Owners affected by the relevant works (except in case of emergency), to erect or place on the external wall, any garden, roof, flat roof, top roof and/or balcony scaffolding and/or other equipment necessary for proper repair and maintenance of the plumbing facilities, the external walls and windows of the Estate Provided That the Manager shall make good (at its own costs and expenses) any damage caused thereby and shall ensure that the least disturbance is caused and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents;
- (bb) To repair and maintain the drains and channels and drainage system whether within or outside the Lot and whether or not serving the Estate which is required to be maintained pursuant to the Government Grant;
- (bc) To engage suitable qualified personnel to inspect keep and maintain the Slopes and Retaining Walls in compliance with the Government Grant and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate government department regarding the maintenance of slopes, retaining walls and related structures and to collect from the Owners all costs lawfully incurred or to be incurred by the Manager in carrying out such maintenance, repair and other works Provided That the Manager shall not be made personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager is unable to collect the costs of the required works from all Owners pursuant to the terms of this Deed;

- (bd) To engage qualified personnel to inspect or carry out a structural survey of the Lot and the Estate or any part thereof including the drains and channels within or outside the Lot serving the Estate as and when the Manager deems necessary or desirable;
- (be) At the request of the Owners' Corporation, to transfer to the Owners' Corporation the management of the Lot and the Estate free of costs and to assign the Undivided Shares relating to the Common Areas and Facilities as well as the Common Areas and Facilities to the Owners' Corporation, without consideration, for the general benefit of the Owners and upon such assignment such Undivided Shares as well as the Common Areas and Facilities shall be held by the Owners' Corporation as trustee for all the Owners;
- (bf) To charge a prescribed fee for entry into and/or use of the Recreational Areas and Facilities or any part thereof of such amount as the Manager shall in its reasonable discretion deem fit Provided That all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance and repair of the Recreational Areas and Facilities;
- (bg) To manage, maintain and control the parking of vehicles in the Common Areas and to remove any motor vehicles parked in any area not reserved for parking or motor vehicle parked in any Common Areas without the permission of the Manager;
- (bh) To manage, maintain, control and regulate the use of the Bicycle Parking Spaces, the Loading and Unloading Spaces, the Parking Spaces for the Disabled Persons and the Visitors' Parking Spaces and to charge users thereof such fees as the Manager shall determine Provided That all fees shall be paid to the management funds;
- (bi) To impound and/or remove any vehicle parked anywhere on or in the Common Areas not so designated for parking or which shall cause an obstruction or which is contrary to the provisions of this Deed or any Estate Rules or which owner has defaulted in paying parking fees and any damage caused to such vehicles during or as a consequence of such impoundment or removal shall be the sole responsibility of the Owner thereof;
- (bj) To impose charges for any such impoundment or removal and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees Provided That all such charges, penalties and parking fees shall be paid to the management funds;
- (bk) To maintain on behalf of the Owners the Yellow Stippled Black Area including land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon in accordance with the Government Grant (to the extent that the Yellow Stippled Black Areas not yet been re-delivered to the Government in accordance with the Government Grant) in observing and complying with Special Condition No.(6)(a) of the Government Grant;
- (bl) To maintain on behalf of the Owners the Yellow Area (to the extent that the same has not yet been re-delivered to the Government in accordance with the Government Grant) in observing and complying with Special Condition No.(5)(a)(ii) of the Government Grant;

- (bm) To keep and maintain the landscaped works, including the Greenery Area, provided pursuant to Special Condition No.(16) of the Government Grant in accordance with Special Condition No.(16)(d) of the Government Grant;
- (bn) To maintain on behalf of the Owners any section of the connection works which is constructed within Government land in connecting any drains and sewers from the Lot to the Government storm-water drains and sewers and upon demand to hand over such section of the said connection works which is constructed within Government land to the Government for future maintenance and to pay to the Government on demand the cost of the technical audit in respect of the said connection works pursuant to Special Condition No.(47)(b) of the Government Grant;
- (bo) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Yellow Stippled Black Area or the Yellow Area (until possession of the same are respectively re-delivered to the Government in accordance with the Government Grant);
- (bp) To organize any activities as the Manager may consider appropriate to promote the concept of green life and the environmental awareness of the Owners and Occupiers and to encourage them to participate in such activities with a view to improving the environmental conditions of the Estate;
- (bq) To provide reasonable occupational health and safety equipment / facilities to the management staff of the Estate and contractors recruited or employed by the Manager;
- (br) To conduct regular inspection of the pipework of the Estate at specified intervals as proposed by the Authorized Person so as to alert any signs of water leakage and pipe joints or pipe brackets conditions;
- (bs) To grant access to CLP Power Hong Kong Limited or other telecommunication companies or their employees, contractors, workers or agents a free and unobstructed right of way and vehicular access to go pass and repass and through the Common Areas and Facilities to the transformer room(s) and/or cable room(s) as provided by the First Owner to CLP Power Hong Kong Limited or other telecommunication companies to operate the facilities installed inside the transformer room(s) or cable room(s);
- (bt) To maintain throughout the term of the Government Grant the transformer room(s) and the associated facilities (including but not limited to cable draw-pits / cable trough and cable ducts relating thereto), the cable room(s) and the cable accommodations and associated facilities forming part of the Common Areas and Facilities and to carry out reinstatement work to the same if rendered necessary by the installation, connection, repair or replacement of the equipment of CLP Power Hong Kong Limited or other telecommunication companies. For the avoidance of doubt, all materials and equipment provided by CLP Power Hong Kong Limited or other telecommunication companies shall at all times remain the ownership and property of CLP Power Hong Kong Limited or such other telecommunication companies;



- (bu) To keep the Pedestrian Walkway open for use by the public 24 hours a day free of charge without any interruption in accordance with Special Condition No.(20)(e) of the Government Grant;
- (bv) To maintain the mitigation measures, improvement works and other measures and works recommended and approved under the traffic impact assessment, the noise impact assessment, the sewerage impact assessment and the drainage impact assessment as approved by the relevant government authorities in accordance with the requirements in Special Condition Nos.(49), (50), (51), (52) and (53) of the Government Grant;
- (bw) To maintain the Pedestrian Link in good and substantial condition and repair to the satisfaction of the Director of Lands in accordance with Special Condition No.(20)(c) of the Government Grant;
- (bx) To provide suitable CCTV imaging device and trained personnel to operate the device, or secure a contract with a service provider for conducting inspection of the Concealed Drainage Pipes by a suitable CCTV imaging device, including regular inspection on a specified interval as proposed by the Authorized Person or any other authorized person (as defined in the Buildings Ordinance (Cap.123)) as appointed by the Manager to alert any early signs of water leakage and pipe joints/pipe brackets conditions;
- (by)
  - (i) Prior to the completion of the New Road, at the expenses of the Owners to refurbish, renovate, maintain and/or repair both (i) the area or areas upon which the Vehicular Access was constructed; and (ii) the portion of the Yellow Area and the portion of the Yellow Stippled Black Area that have been used as the access road leading from the Vehicular Access to Ma Sik Road to such standards and conditions which are in conformity with the design of the Estate as a whole; and during the period of operation of the Vehicular Access, to retain, repair and maintain the existing road gully and the u-channel at such portion of the Yellow Area and such portion of the Yellow Stippled Black Area that have been used as the access road leading from the Vehicular Access to Ma Sik Road in such conditions in accordance with the requirements of the relevant government authorities at the expenses of the Owners; and
  - (ii) Upon completion of the New Road, at the expenses of the Owners and within such time limit specified by the Director of Lands and in all respects to the satisfaction of the Director of Lands to reinstate and landscape both (i) the area or areas upon which the Vehicular Access was constructed; and (ii) the portion of the Yellow Area and the portion of the Yellow Stippled Black Area that have been used as the access road leading from the Vehicular Access to Ma Sik Road in accordance with Special Condition No.(36)(b) of the Government Grant; and
- (bz) To do all such other things as are reasonably incidental to the management of the Lot and the Estate; and

PROVIDED THAT except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the duties and powers of the Manager under this Clause shall not extend to those which relate to the effecting of any

improvements to any facilities or services which involves an expenditure in excess of 10% of the current annual Management Budget PROVIDED FURTHER THAT the exercise of the Manager's power and authority of this Clause shall not interfere with an Owner's right to hold, use, occupy and enjoy the Unit which he owns nor impede the access to and from such Unit owned by him.

38. The Manager shall have power to enter with or without workmen at all reasonable times on reasonable notice (except in the case of emergency) into all parts of the Lot and the Estate including any Unit for the purposes of inspecting, rebuilding, repairing, altering, renewing, maintaining, cleaning, painting or decorating the Common Areas and Facilities or carrying out necessary repairs to the Estate or abating any hazard or nuisance which does or may affect the Common Areas and Facilities or any part thereof or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed, in particular, to enter into any of the Residential Unit on ground floor with private garden to inspect, maintain, repair and replace the underground drainage pipes and ancillary facilities located beneath such private garden therein Provided That the Manager shall cause as little disturbance as possible when carrying out such works and forthwith at its own costs and expense make good any damage caused thereby and at its own costs and expense be responsible for negligent, wilful or criminal acts of the Manager its employees, staff or contractors and without limiting the generality of the foregoing, the Manager shall have power on prior reasonable notice (except in case of emergency) to enter and access to all parts of the gardens, roofs, flat roofs and related parapets (if any and forming part of any Unit) with or without workmen or equipment for the purpose of cleaning, painting, inspecting, repairing and maintaining the Concealed Drainage Pipes, the windows and the external walls including curtain walls and architectural features of the Estate including without limitation, the right to affix gondolas in order to provide effective and safe access for the aforesaid purposes Provided That the Manager shall at its own costs and expenses repair any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, staff or contractors.
39. The Common Areas and Facilities shall be under the control of the Manager who may make rules or regulations or impose conditions regulating the use and management thereof Subject to the provisions of the Government Grant and this Deed Provided That the exercise of this right shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict the access to and from such Unit owned by him Provided Further That the Manager's power to make rules or regulations or impose conditions shall be subject to the approval of the Owners' Committee (if any) or Owners' Corporation (if formed) and Provided Further That such rules, regulations and conditions must not be inconsistent with or contravene this Deed, the Ordinance or the conditions of the Government Grant.
40. All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.
41. (a) The Manager shall have power from time to time (whether before or after the formation of the Owners' Committee) with the approval of the Owners' Committee (if and when it is formed) or the Owners' Corporation (if any) to make, revoke and amend Estate Rules regulating the use, occupation, maintenance and environmental control of the Lot and the Estate and the

Common Areas and Facilities or any part or parts thereof, the protection of the environment of the Estate and the implementation of noise abatement, waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such Estate Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the Estate Rules from time to time in force shall be posted on the public notice boards of the Estate and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges.

- (b) Such Estate Rules shall be supplementary to the terms and conditions contained in this Deed, the Ordinance and the conditions of the Government Grant and shall not in any way conflict with such terms and conditions, the Ordinance and the conditions of the Government Grant. In case of inconsistency between such Estate Rules and the terms and conditions of this Deed, the Ordinance or the conditions of the Government Grant the terms and conditions of this Deed, the Ordinance and the conditions of the Government Grant shall prevail.
  - (c) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from any non-enforcement of such Estate Rules or non-observance thereof by any third party. For the avoidance of doubt, nothing herein shall operate to exclude the liability of the Manager to the Owners for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, agents or contractors.
42. The Manager shall have the right from time to time to appoint or employ agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties or obligations hereunder PROVIDED THAT the Manager shall not transfer or assign its duties or obligations hereunder to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the Estate in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility.

#### SECTION IV

##### EXCLUSIONS AND INDEMNITIES

43. The Manager, its employees, servants, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or negligence and the Owners shall fully and effectually indemnify the Manager, its employees, servants, agents or contractors from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any such act, deed, matter or thing done or omitted as aforesaid and all costs and expenses in connection therewith. No Owner shall be required to indemnify the Manager or his

employees, agents or contractors from and against any action, proceedings, claim and demand arising from the act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, agents or contractors. Without in any way limiting the generality of the foregoing, the Manager, its employees, servants, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of

- (a) any defect in or failure or breakdown of any of the Common Areas and Facilities, or
- (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Lot and the Estate, or
- (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Lot and the Estate, or
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin, or
- (e) theft, burglary or robbery within the Lot and the Estate;

UNLESS it can be shown that such damage, loss or injury was caused by an act or omission of the Manager, its employees, servants, agents or contractors involving criminal liability or dishonesty or negligence and PROVIDED THAT contribution to the Management Charges or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.

44. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and Occupiers for the time being against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any Occupier of any Unit of which he has the exclusive use or any person using such Unit with his consent express or implied or by, or through, or in any way owing to the overflow of water or spread of fire therefrom and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Lot and the Estate or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is empowered by this Deed to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or Occupiers for which the Manager is not empowered by this Deed or for which the Manager has elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

## SECTION V

### OWNERS' COMMITTEE

45. (a) The Manager shall convene the first meeting of the Owners 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:-
- (i) appoint an Owners' Committee and the chairman thereof; or

- (ii) appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance.
  - (b) The Owners' Committee shall consist of 9 members of which 8 members shall be elected by the Owners of the Residential Units and 1 member by the Owners of the Parking Spaces.
46. The Owners' Committee shall meet at such times as occasion shall require and in any event not less than once in every period of 3 months and the functions of the Owners' Committee shall include the following:-
- (a) the representing of the Owners in all dealings with the Manager;
  - (b) the reviewing of the draft annual Management Budget, annual Management Budget and revised Management Budget prepared by the Manager;
  - (c) the approval of the Estate Rules made from time to time by the Manager and any amendment or revocation thereof;
  - (d) the liaising with the Manager in respect of all matters concerning the management of the Lot and the Estate;
  - (e) to convene meetings of all the Owners;
  - (f) the appointment of accountants for audit of the annual accounts prepared by the Manager; and
  - (g) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of this Deed or the Ordinance.
47. The following persons shall be eligible for membership of the Owners' Committee:-
- (a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked and another appointment made at any time on notice in writing being given to the Owners' Committee.
  - (b) Any adult family member of close connection with the Owner duly authorised by the Owner which authorization shall be in writing addressed to the Manager and may be revoked and another appointment made at any time on notice in writing being given to the Manager. For the purpose of this Sub-clause, "family member of close connection with the Owner" shall mean any one of the grand-parents, parents, spouse, children, grand-children or siblings of the Owner. The Owner is obliged to provide satisfactory documentary proof to show his relationship with such family member upon request.
  - (c) If at any annual general meeting at which an appointment or election of a member should take place, the office of the retiring member is not filled, or if in any year no annual general meeting is held, the member shall continue in office until the next annual general meeting.
  - (d) Notwithstanding Clause 45(b), the Owners' Committee may continue to act for convening a meeting of the Owners for the purpose of filling the vacancies in the Owners' Committee if the number of the Owners' Committee is below nine (9) or the number of the members of the Owners' Committee as decided by resolution at a meeting of the Owners (if the Owners have so resolved).

- (e) A member of the Owners' Committee appointed by the Owners of any component part of the Estate may be removed from office and another person appointed in his place by notice in writing from the Owners of that component part addressed to the Owners' Committee.
48. A member of the Owners' Committee shall retire from office at every alternate annual general meeting following his appointment or election but shall be eligible for re-appointment or re-election but subject to this he shall hold office until:-
- (a) He resigns by notice in writing to the Owners' Committee; or
  - (b) In the case of an elected member he ceases to be eligible or is not re-elected at the meeting of Owners at which he stands for re-election; or
  - (c) He becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
  - (d) He becomes incapacitated by physical or mental illness or death; or
  - (e) In the case of an elected member he is removed from office by the Owners whom he represents by ordinary resolution of a duly convened meeting of such Owners or in the case of an appointed member he is removed from office by notice to that effect to the Owners' Committee given by the Owners who have the right to appoint him; or
  - (f) He resides abroad; or
  - (g) In the case of a member is (i) an Owner, he ceases to be an Owner of Undivided Shares, (ii) appointed by an Owner being a corporate body, the corporate body ceases to be an Owner of Undivided Shares, or (iii) an adult family member of close connection with an Owner duly authorised by such Owner, such Owner ceases to be an Owner of Undivided Shares.

In any of the events provided for in Sub-clauses (a), (c), (d), (e), (f) or (g) above, the Manager or the Owners' Committee may convene a meeting of the Owners who have elected the member concerned to fill the casual vacancy thereby created if the member concerned is an elected member, or the Owners who are entitled to appoint the member concerned shall have the right to fill the casual vacancy thereby created if the member concerned is an appointed member and if no meeting of the Owners has been convened or no appointment is made to fill the vacancy at a meeting of the Owners or by the Owners who are entitled to appoint the member concerned, the Owners' Committee may make an appointment to fill the vacancy till the next general meeting of the Owners.

49. A meeting of the Owners' Committee may be convened at any time by the chairman or any 2 members of the Owners' Committee.
- 49A. (a) Notice of a meeting of the Owners' Committee shall be given in writing by the person or persons convening the meeting upon each member of the Owners' Committee at least 7 days before the date of the meeting specifying the time, date and place of the meeting and the resolutions (if any) to be proposed at the meeting.
- (b) Service of the notice of meeting of the Owners' Committee referred to in Sub-clause (a) above may be given:-

- (i) by delivering it personally to the member of the Owners' Committee; or
  - (ii) by sending it by post to the member of the Owners' Committee at his last known address; or
  - (iii) by leaving the notice at the member's Unit of the Estate or depositing the notice in his letter box for that Unit.
- 49B. No business shall be transacted at any meeting by the Owners' Committee unless a quorum is present when the meeting proceeds to business. The quorum at a meeting of the Owners' Committee shall be at 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater.
- 49C. A meeting of the Owners' Committee shall be presided over by (a) the chairman or (b) in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting. The procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.
- 50. The Owners' Committee shall have full power from time to time to make and compile rules and regulations governing:-
  - (i) the convening, conduct and procedure of meetings of the Owners' Committee and any sub-committees thereof;
  - (ii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
  - (iii) all other matters to regulate the meetings of the Owners' Committee and any sub-committees thereof and to facilitate the transaction of business thereat;

Provided That no such rules or regulations shall be contrary to or inconsistent with the provisions of the Ordinance or this Deed.
- 51. The Manager shall appoint a representative to represent the Manager in all its business and dealings with the Owners' Committee and such representative shall, but only in the absence of the secretary to the Owners' Committee and no member of the Owners' Committee is appointed as the secretary for that meeting, act as a secretary to the Owners' Committee and who shall, upon request by the Owners' Committee, attend such meetings of the Owners' Committee but not to vote thereat and who shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.
- 52. The following provisions shall apply in all meetings of the Owners' Committee:-
  - (a) Subject to Sub-clause (d) below, all resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed;
  - (b) A resolution put to the vote of the meeting shall be decided on a show of hands only;
  - (c) On a show of hands every member of the Owners' Committee present at the meeting shall have one vote;
  - (d) In the case of an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.

53. The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or negligence by or on the part of any or all of the members of the Owners' Committee. No Owner shall be required to indemnify the Owners' Committee or its members from and against any actions, proceedings, claims and demands whatsoever arising from any act, deed, matter or thing done or omitted as aforesaid involving criminal liability, dishonesty or negligence on the part of the Owners' Committee or its members.
54. No remuneration shall be payable to the Owners' Committee or any member thereof but such members shall be entitled to be reimbursed for all out-of-pocket expenses necessarily and reasonably incurred in carrying out their duties.
55. The Owners' Committee shall cause to be kept records and minutes of:-
- (a) the appointment and election and vacation of appointments of all its members, secretary and chairman and all changes therein;
  - (b) all resolutions and notes of proceedings of the Owners' Committee; and
  - (c) the members present at all meetings.
56. The records and minutes of the Owners' Committee shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given and such Owner shall also be entitled to copies of extracts therefrom on paying the reasonable charges therefor.
- 56A. For the avoidance of doubt, the Owners' Committee shall not be entitled to deal with any matters relating to Phase 2 and/or Phase 3 before the issuance of the Certificate of Compliance of the Government Grant.

## SECTION VI

### MEETING OF OWNERS

57. From time to time as occasion may require there shall be meetings of the Owners to discuss and decide on matters concerning the Lot and the Estate and in regard to such meetings the following provisions shall apply:-
- (a) The first meeting of Owners shall be convened by the Manager as soon as possible but not later than 9 months after the date of this Deed, the business of which shall include the appointment of a chairman and the members of the Owners' Committee or to appoint a management committee for the purpose of forming an Owners' Corporation.
  - (b) One such meeting to be known as the annual general meeting shall be convened by the Manager or the Owners' Committee and shall be held once in each calendar year not later than 15 months following the first meeting of the Owners for the purpose of electing the chairman and other members of the Owners' Committee and transacting any other business of which due notice is given in the notice convening such meeting.
  - (c) A meeting of Owners may be convened by:-



- (i) the Manager;
  - (ii) the Owners' Committee; or
  - (iii) an Owner appointed to convene such a meeting by those Owners who in the aggregate have vested in them for the time being not less than 5% of the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities).
- (d) The procedure at a meeting of Owners shall be as is determined by the Owners.
- (e)
  - (i) The person convening the meeting of Owners shall, at least fourteen (14) days before the date of the meeting, give notice of meeting to each Owner, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting.
  - (ii) The notice of meeting referred to in Sub-clause (e)(i) above may be given:-
    - (1) by delivering it personally to the Owner;
    - (2) by sending it by post to the Owner at his last known address; or
    - (3) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
- (f) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and 10% of the Owners shall be a quorum. For the purposes of this Sub-clause (f), the reference above to "10% of the Owners" shall: -
  - (i) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Lot and the Estate is divided; and
  - (ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate.
- (g) A meeting of the Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under sub-paragraphs (i) or (iii) of Sub-clause (c) above, the person convening the meeting.
- (h) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (i)
  - (i) Every Owner shall have one vote for each Undivided Share vested in him and may cast a vote personally or by proxy. Where two or more persons are the co-owners of an Undivided Share such Owners shall jointly have one vote for each such Undivided Share and the vote in respect of that Undivided Share may be cast:-
    - (1) by a proxy jointly appointed by the co-owners;
    - (2) by a person appointed by the co-owners from amongst themselves; or

- (3) if no appointment has been made under sub-paragraphs (1) or (2) of this Sub-clause (i)(i), then either by one of the co-owners personally or by a proxy appointed by one of the co-owners; and
    - (ii) In the case of any meeting where two or more persons are the co-owners of an Undivided Share and more than one of the co-owners seek to cast a vote in respect of the Undivided 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 Undivided Share in the register kept at the Land Registry shall be treated as valid.
    - (iii) In case of any equality of votes, the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
  - (j) Votes may be given either personally or by proxy and in regard to the removal of the chairman of the meeting, votes shall be cast by means of a secret ballot supervised by the Manager.
  - (k) The instrument appointing a proxy shall be in writing and in the form set out in Form 1 in Schedule 1A to the Ordinance and shall be signed by the Owner or if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
  - (l) The appointment of a proxy shall have no effect unless the instrument appointing the proxy is lodged with the chairman of the Owners' Committee or, if the meeting is convened under Sub-clause (c)(i) above or Sub-clause (c)(iii) above, the person convening the meeting at least 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
58. (a) Any resolution on any matter concerning the Lot and the Estate passed by a simple majority of votes at a duly convened meeting of the Owners present in person or by proxy and voting in proportion to number of Undivided Shares held at such meeting shall be binding on all the Owners of the Lot and the Estate Provided as follows:-
- (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
  - (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 or is otherwise contrary to this Deed.
  - (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers and duties of the Manager conferred on the Manager under this Deed.

- (b) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
  - (c) Where any Undivided Share has been assigned or charged by way of mortgage or charge, then subject to the provisions of the mortgage or charge, the voting rights conferred on the Owner of such Undivided Share by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession or has foreclosed or has appointed a receiver to manage such Undivided Share.
59. For the purpose of Clauses 57 and 58 of this Deed, unless otherwise expressly stated, any reference to "Owner" or "Owners" shall exclude the Owner of the Common Areas and Facilities. The Undivided Shares allocated to the Common Areas and Facilities shall not carry any voting rights at any meeting whether under this Deed, the Ordinance or otherwise or liability to pay any fees or charges under this Deed. Such Undivided Shares shall not be taken into account for the purpose of calculating the quorum of any meeting under this Deed, the Ordinance or otherwise.

## SECTION VII

### EXTINGUISHMENT OF RIGHTS

60. In the event of the Estate or any part thereof being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same unfit for use or habitation or occupation, the Manager or the Owners' Committee or the Owners of not less than 75% of the Undivided Shares allocated to the damaged part of the Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall convene a meeting of the Owners of the Estate or (as the case may be) the part thereof so affected and such meeting may resolve by a resolution of not less than 75% of those present at the meeting whether or not to rebuild or reinstate the damaged part of the Estate so affected and such resolution passed is to be binding upon all the Owners of the damaged part(s) of the Estate. If it shall be resolved that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild the Estate or (as the case may be) the part thereof so affected then in such event the Undivided Shares in and of the Estate or (as the case may be) the part thereof so affected shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such Owners. All insurance money received in respect of any policy of insurance on the Estate or (as the case may be) the part thereof so affected shall likewise be distributed amongst such Owners. In such event all the rights, privileges, obligations and covenants of such Owners under this Deed shall be extinguished so far as the same relate to such Owners PROVIDED ALWAYS THAT if it is resolved by a resolution of not less than 75% of those present at the meeting to reinstate or rebuild the Estate or (as the case may be) the part thereof so affected the Owners of the Estate or (as the case may be) the part thereof so affected shall pay the excess of the cost of reinstatement or rebuilding of the Estate or the relevant part thereof damaged as aforesaid over and above the proceeds recoverable from the insurance of the Estate or

(as the case may be) the part thereof so affected in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the Estate or the relevant part thereof and be recoverable as a civil debt. For the purpose of this Clause 60 only, "Owners" shall exclude the Owner of the Common Areas and Facilities.

61. The following provisions shall apply to a meeting convened as provided in Clause 60 hereof:-

- (a)
  - (i) Every such meeting shall be convened by at least 14 days' notice in writing served by the person or persons convening the meeting upon each Owner, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed;
  - (ii) Service of a notice required to be served under Sub-clause (a)(i) above may be effected
    - (1) personally upon the Owner;
    - (2) by post addressed to the Owner at his last known address; or
    - (3) by leaving the notice at the Owner's Unit or depositing the notice in his letter box.
- (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than 75% of the total number of Undivided Shares of the part thereof so affected in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;
- (c) Every such meeting shall be presided over by the chairman of the Owners' Committee or, in his absence, the Owners present shall choose one of their members to be the chairman of the meeting;
- (d) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (e) Votes may be given either personally or by proxy;
- (f) The instrument appointing a proxy shall be lodged with the person, or one of the persons, as the case may be, who convened the meeting not less than 24 hours before the time for the holding of the meeting;
- (g) A resolution passed at a duly convened meeting by not less than 75% majority of such Owners present in person or by proxy at such meeting shall be binding on all the Owners of the Estate or (as the case may be) the relevant part of the Estate PROVIDED as follows:-
  - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
  - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid; and
  - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed; and

- (h) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

## SECTION VIII

### MISCELLANEOUS PROVISIONS

62. Each Owner shall on ceasing to be the Owner of any Undivided Share notify the Manager of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner who shall be liable for all sums due and payable and performance and observance of the terms and conditions by the Owner from whom he purchased under the terms of this Deed, such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date on which he ceases to be the Owner.
63. No person shall, after ceasing to be the Owner of any Undivided Share, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.
64. There shall be public notice boards at such places in the Estate as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the Estate Rules from time to time in force and all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for 7 consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.
65. Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of process. Any Owner not occupying or using his Unit shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed, failing which the address of such Unit is deemed to be his address for service.
66. Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED HOWEVER THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the registered mortgagee in possession of the Undivided Share, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at or delivered to the registered office of the Manager.
67. (a) The First Owner shall at its own costs and expenses provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and its Chinese translation at the management office of the Estate within one month after the

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

- (b) The First Owner shall deposit a copy of Schedules 7 and 8 to the Ordinance (both English and Chinese versions) in the management office for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- 68. The Plans showing the Common Areas and Facilities are annexed to this Deed, and the accuracy of which is certified by or on behalf of the Authorized Person. A set of the Plans showing the Common Areas and Facilities shall be kept at the management office of the Estate for inspection by the Owners during normal office hours free of costs and charges.
- 69. Where any Undivided Share has been assigned or charged by way of mortgage, the voting rights conferred on the Owner of such Undivided Share by the provision of this Deed shall subject to the provisions of the mortgage, be exercisable only by the mortgagor unless the mortgagee is in possession of such Undivided Share or has foreclosed or has appointed a receiver to manage such Undivided Share PROVIDED THAT once the mortgagee has taken possession of such Undivided Shares he shall become fully liable for the payment of all the management fee, expenses and contributions payable in respect of the relevant part of the Estate under this Deed including any arrears thereof.
- 70. The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the part of the Lot and the Estate and to the Undivided Share or Shares held therewith.
- 71.
  - (a) Nothing herein shall contradict, overrule or fail to comply with the provisions of or prejudice in any way the operation of the Ordinance and the Schedules thereto and any amendment or amendments thereof or any substitutions thereof. At any time after the formation and during the existence of the Owners' Corporation under the Ordinance, the Owners' meeting convened under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation and the Owners' Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.
  - (b) After an Owners' Corporation has been formed, the Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Lot and the Estate
- 72.
  - (a) The First Owner shall upon execution of this Deed assign and vest the Undivided Shares allocated to the Common Areas and Facilities and the

Common Areas and Facilities to the Manager free of cost or consideration to be held on trust for all the Owners subject to the Government Grant and to this Deed. The First Owner shall upon designation and declaration of any additional Estate Common Areas and Facilities or additional Residential Common Areas and Facilities or additional Car Park Common Areas and Facilities assign the Undivided Shares allocated thereto to the Manager free of cost or consideration to be held on trust for all the Owners subject to the Government Grant and to this Deed.

- (b) Such Undivided Shares together with the Common Areas and Facilities shall upon such assignment to the Manager be held by the Manager as trustee for all the Owners for the time being and in the event the Manager shall resign or be wound up or have a receiving order made against it or is removed or its appointment otherwise being terminated and another manager be appointed in its stead in accordance with this Deed, then the outgoing Manager or the liquidator or the receiver shall assign such Undivided Shares as well as the Common Areas and Facilities to the new manager free of costs or consideration to hold as such trustee as aforesaid PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities and entitlements of the Manager contained in this Deed PROVIDED FURTHER THAT when the Owners' Corporation has been formed, it may at any time require the Manager to, and the Manager in such event shall, assign the Undivided Shares allocated to the Common Areas and Facilities as well as the Common Areas and Facilities and transfer the management responsibilities to it free of costs or consideration, after which the Owners' Corporation must hold them on trust for the benefit of all the Owners for the time being.
73. (a) The Owners shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all works in respect of the Slopes and Retaining Walls in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual.
- (b) The Manager shall have full authority of the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slopes and Retaining Walls in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of Slopes and Retaining Walls. For the purpose of this Sub-clause, the reference to "the Manager" includes the Owners' Corporation, if formed.
- (c) All Owners shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls.
- (d) The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls under the conditions of the Government Grant, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners.

- (e) The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office of the Estate within one month after the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
74. (a) Nothing in this Deed conflicts with or is in breach of the conditions of the Government Grant. If any provision contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail.
- (b) All Owners (including the First Owner) and the Manager covenant with each other to comply with the conditions of the Government Grant so long as they remain as Owners or (as the case may be) the Manager. The covenants and provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the Lot and the Estate and to the Undivided Share(s) in respect thereof.
75. (a) A balcony and/or a utility platform which forms part of a Residential Unit and the covered areas beneath a balcony and/or a utility platform, for the purpose of this Deed is designated as a non-enclosed area. The Owner of each Residential Unit which includes a non-enclosed area:-
- (i) shall not use a balcony or, as the case may be, a utility platform or permit it to be used for any purpose other than as a balcony or, as the case may be, a utility platform for the proper use and enjoyment of the Residential Unit;
  - (ii) shall not enclose the non-enclosed area or any part thereof or permit it to be enclosed wholly or partially above safe parapet height other than as under the Building Plans;
  - (iii) shall maintain the non-enclosed area in good and substantial repair and condition at such Owner's own cost and expense; and
  - (iv) shall not erect, affix or place any structure on the non-enclosed area.
- (b) If there is any default on the part of any Owner in observing and fulfilling his obligations set out in Sub-clause (a) above, the Manager shall have the right to serve a written notice to the Owner requiring him to make good the default within a reasonable time limit. If the Owner shall fail to comply with such notice the Manager shall be entitled on giving a reasonable prior notice in writing to report to the Building Authority the non-compliance with the obligations set out in Sub-clause (a) for such enforcement action including prosecution as the Building Authority shall consider necessary or appropriate.
76. (a) The First Owner at its own costs and expenses has prepared a schedule of the Works and Installations in the Estate. The schedule of the Works and Installations is set out in Fifth Schedule to this Deed (subject to revisions as provided for in Sub-clauses (e) and (f) below).
- (b) The First Owner shall at its own costs and expenses prepare and compile for the reference of the Owners and the Manager the Works and Installations Maintenance Manual setting out the following details:-



- (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
  - (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
  - (iii) recommended maintenance strategy and procedures;
  - (iv) a list of items of the Works and Installations requiring routine maintenance;
  - (v) recommended frequency of routine maintenance inspection;
  - (vi) checklist and typical inspection record sheets for routine maintenance inspection; and
  - (vii) recommended maintenance cycle of the Works and Installations.
- (c) The First Owner shall deposit a full copy of the Works and Installations Maintenance Manual in the management office of the Estate within one month after the date of this Deed for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (d) The Owners shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Estate and such parts of the Estate the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by the respective Owners including the Works and Installations.
- (e) The Works and Installations as set out in the Fifth Schedule hereto and the Works and Installations Maintenance Manual may be revised in future to take into account any necessary changes, including but not limited to addition of Works and Installations in the Estate and the updating of maintenance strategies in step with changing requirements.
- (f) The Owners may, by a resolution of the Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule of the Works and Installations and the Works and Installations Maintenance Manual, in which event the Manager shall procure from a qualified professional or consultant the revised schedule of the Works and Installations and the revised Works and Installations Maintenance Manual within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
- (g) All costs incidental to the preparation of the revised schedule for the Works and Installations and the revised Works and Installations Maintenance Manual shall be paid out of the Special Fund.
- (h) The Manager shall deposit the revised Works and Installations Maintenance Manual in the management office of the Estate within one month after the date of its preparation for inspection by all Owners free of charge and taking

copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

77. Contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions:-
- (a) the term of the contract shall not exceed 3 years;
  - (b) the right to be granted under the contract shall be non-exclusive and shall provide for sharing the use of the facilities and network with other service providers; and
  - (c) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.
78. (a) The Owners of the Open Kitchen Units shall at their own expense observe and comply with the Fire Safety Management Plan. Without prejudice to the generality of but in addition to the foregoing, the Owner of an Open Kitchen Unit shall observe and comply with the following provisions:-
- (i) not to remove or obstruct any smoke detector provided inside his Open Kitchen Unit and the common lobby outside his Open Kitchen Unit;
  - (ii) not to remove or obstruct the sprinkler head provided at the ceiling immediately above the Open Kitchen in his Open Kitchen Unit;
  - (iii) not to remove the full height wall having an FRR (fire resistance rating) of not less than -/30/30 adjacent to the exit door of his Open Kitchen Unit; and a permanent notice in both English and Chinese shall be displayed conspicuously on the said FRR wall reminding the Occupants that the said FRR wall should not be removed;
  - (iv) to allow the fire services installations mentioned in (i) and (ii) above to be subject to annual or other maintenance, testing and commissioning conducted by the registered fire service installation contractor;
  - (v) to maintain and keep the fire services installations mentioned in (i) and (ii) above installed in his Open Kitchen Unit in good order and working condition; and
  - (vi) to let, lease, license or otherwise part with the possession of his Open Kitchen Unit upon the condition that the tenant(s), lessee(s), licensee(s) or occupier(s) thereof shall agree to observe and comply with the provisions contained in this Deed relating to and/or applicable to Open Kitchen Units.

For the avoidance of doubt, repair and maintenance of the fire services installations within an Open Kitchen Unit shall be wholly under the responsibility of the Owner of such Open Kitchen Unit.

- (b) The Manager shall on behalf of the Owners of the Open Kitchen Units carry out and implement the plans relating to maintenance, staff training, fire action, fire service intervention and fire prevention as set out in the Fire Safety Management Plan. Without limiting the generality of the foregoing, the

Manager is hereby given full authority by the Owners of the Open Kitchen Units to engage or employ registered fire service installation contractors for the inspection, testing, keeping and maintaining in good substantial repair and condition, and carrying out any necessary works in respect of the fire safety provisions for Open Kitchens as specified in and in accordance with the Fire Safety Management Plan.

- (c) The Manager and the registered fire service installation contractors engaged by the Manager shall have the power to enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Open Kitchen Unit to carry out regular testing or maintenance of the fire services installations therein (at the cost of the Owner of that Open Kitchen Unit) or verify observance and compliance of provisions referred to in Sub-clause (a) above. Provided That the Manager shall at its own costs and expenses repair any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents.
  - (d) The First Owner shall lodge or cause to be lodged a set of the Building Plans showing the Open Kitchen Units and certified by the Authorized Person with the management office of the Estate.
  - (e) If the Owner of a Residential Unit has obtained approval from the relevant Government authority or authorities to convert his Residential Unit into an Open Kitchen Unit, he may apply to the Manager for the installation and/or connection (at such Owner's costs and expenses) of fire services installations specified in the Fire Safety Management Plan and/or the relevant fire alarm or fighting system in the Estate, and the Manager shall not unreasonably withhold its approval to such application by the Owner. Provided Further That the Manager must not charge any fee other than a reasonable administrative fee for issuing the approval and such fee shall be credited to the Special Fund.
  - (f) The Manager shall prepare a separate management budget for the carrying out and implementation of the plans of the Fire Safety Management Plan and the fire services system serving the Open Kitchen Units exclusively. The Owner of each Open Kitchen Unit shall pay to the Manager his due share of the budgeted expenses for the carrying out and implementation of the plans of the Fire Safety Management Plan and the said fire services system on a monthly basis in accordance with and in proportion to the Management Units allocated to his Unit.
79. (a) For the avoidance of doubt, each Owner of the Parking Space shall at his own cost and expense be responsible for the maintenance, inspection, security, repair, replacement and renewal of the Non-Common EV Facilities exclusively serving and forming part of his Parking Space and the ownership of all such facilities shall belong to him. Each Owner of the 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 Parking Space shall fail to repair or maintain the Non-Common EV Facilities

exclusively serving and forming part of his Parking Space 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 the Estate or the Owners or Occupiers of other Units, the Manager shall have the right and power, but not be obliged, to carry out such repairs or maintenance works to the relevant Non-Common EV Facilities and make good all damage (if any) caused by the Owner's failure to repair or maintain as the Manager shall in absolute discretion see fit and all the costs and expenses incurred by the Manager in connection therewith shall be recoverable from the Owner of the relevant Parking Space on a full indemnity basis as a debt Provided That the Manager shall at its own costs and expenses repair any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents.

- (c) The appearance and standards (including but not limited to the design, specification and use of materials) of all replacing Non-Common EV Facilities installed by an Owner of Parking Space shall be consistent and compatible with the appearance and standards of the original Non-Common EV Facilities installed for his Parking Space or such other appearance or standards as approved by the Manager Provided That no repairing, maintenance and replacement work shall be commenced unless with the Manager's prior approval.

80. The First Owner shall provide, at its own expense, temporary noise abatement and dust protection measures within the Estate in relation to the Units of which the construction works have been completed so as to minimize inconvenience and disturbance to the Owners of the Units and other parts of the Estate from the continuing construction on the Lot and other parts of the Estate as may be required by the Building Authority.

81. (a) Without prejudice to the right of the First Owner under Clause 8(k) of this Deed and the duty of the Manager under Clause 37 of this Deed, the First Owner shall provide and construct the Footbridge Connections and the Manager on behalf of the Owners shall maintain, upkeep, manage and repair in good and substantial repair and condition the Footbridge Connections to the satisfaction of the Director of Lands in accordance with Special Condition No.(21)(a) of the Government Grant.

(b) For the purpose of the construction of the Footbridges and to connect the Footbridges with the Lot and the Estate and the exercise of other rights by the Government as more particularly set out in Special Condition No.(21) of the Government Grant, the Owners and the Manager shall upon receiving prior notice by the relevant Government authorities allow the Government, its officers, agents, licensees, its or their contractors and workmen or other parties duly authorized by the Government (with or without tools, equipment, plant, machinery or motor vehicles) free of costs and charges to enter into the Common Areas at all reasonable times as may be necessary to carry out such construction and connection works (including but not limited to the connection of any movement joints and other installations and materials at, upon, through and/or over the Footbridge Connections) and any other future repair, maintenance and replacement works in relation thereto at the expense of the Government. Without limiting the generality of Clause 37(b) of this Deed, the Manager shall take all steps (including but not limited to any temporary closure of any parts of the Common Areas and Facilities) necessary or expedient for complying with the Government Grant and any Government requirements with respect to such construction and connection works and

any other future repair, maintenance and replacement works in relation thereto by the Government.

(c) In the event of any redevelopment of the Lot or any part thereof whereby the Footbridge Connections or any part or parts thereof are required to be demolished, the Manager on behalf of the Owners shall if required by the Director of Lands, within such time limit as may be imposed by the Director of Lands at the expense of the Owners and in all respects to the satisfaction of the Director of Lands replace the same by the construction and completion of such new structural supports and connections of such design, specifications, standards and levels, with such materials and at such width, height and position as the Director of Lands may approve or require in accordance with Special Condition No.(21)(g)(i) of the Government Grant.

82. The Owner of a Garden Unit shall be responsible for the cleaning of the interior surface of the Glass Fence Wall facing his Garden Unit at his own costs. For the purpose of maintaining a uniform and harmonious external appearance of the Estate, the Owner of a Garden Unit shall not affix, install or attach any structures or items (including but not limited to any sun control window film) on the Glass Fence Wall. In the event that any damage is caused to any part of the Glass Fence Wall adjoining a Garden Unit arising from the Owner's use of the Garden Unit, the Manager shall be entitled to, on reasonable notice (except in any emergency), be allowed to enter any Garden Unit for the purpose of carrying out necessary repair and/or replacement of such part of the Glass Fence Wall at the sole costs and expenses of the relevant Owner of the Garden Unit PROVIDED that the Manager shall repair (at its own costs and expense) any damage so caused to any part of the Garden Unit and be liable for the negligent, wilful or criminal acts of the Manager, its employees, agents, contractors and workmen.
83. The Owner of a Relevant Garden Unit acknowledges that the Manager shall have the right to enter into his Relevant Garden Unit at all reasonable times upon prior reasonable notice (except in the case of emergency) with or without tools, apparatus and/or equipment and with or without agents, surveyors, workmen and others for the purpose of repairing, cleansing, inspecting, examining or maintaining the Underground Pipes. The Manager shall have the right to open up or excavate any part of the Maintenance Areas of Underground Pipes as may be necessary for carrying out the aforesaid works PROVIDED that the Manager shall be liable for the negligent, wilful or criminal acts of the Manager, its employees, agents, contractors and workmen and the Manager shall at its own costs and expenses reinstate the Maintenance Areas of Underground Pipes with such materials as the Manager may reasonably determine and repair any other damage caused to the Relevant Garden Unit as a result of carrying out the aforesaid works. The Owner of the Relevant Garden Unit shall ensure the Maintenance Areas of Underground Pipes is free from obstruction when the aforesaid works are being carried out. The Manager shall cause as little disturbance as possible when carrying out the aforesaid works.
84. The First Owner shall provide, at its own expenses, temporary noise abatement and dust protection measures within the Estate in relation to the Units in Phase 1 so as to minimize inconvenience to the Owners and/or Occupiers of the Units in Phase 1 arising from continuing construction on the Lot.

IN WITNESS whereof the parties to this Deed have caused this Deed to be duly executed the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALLOCATION OF UNDIVIDED SHARES

(A)	Phase	Tower	Residential Units	No. of Residential Unit(s)	No. of Undivided Shares per Residential Unit	Total No. of Undivided Shares
1	A		Flat 1 on G/F with Private Garden	1	610	610
1	A		Flat 18 on G/F with Private Garden	1	237	237
1	A		Flat 20 on G/F with Private Garden	1	390	390
1	A		Flat 1 on 1/F with BAL	1	546	546
1	A		Flat 18 on 1/F with BAL	1	193	193
1	A		Flat 19 on 1/F with BAL and UP	1	392	392
1	A		Flat 20 on 1/F with BAL and UP	1	393	393
1	A		Flat 1 on 2/F with BAL and UP	1	566	566
1	A		Flat 2 on 2/F with BAL	1	302	302
1	A		Flat 18 on 2/F with BAL	1	193	193
1	A		Flat 19 on 2/F with BAL and UP	1	392	392
1	A		Flat 20 on 2/F with BAL and UP	1	393	393
1	A		Flat 1 on 3/F with BAL and UP	1	566	566
1	A		Flat 2 on 3/F with BAL and UP	1	403	403
1	A		Flat 3 on 3/F with BAL and UP	1	255	255
1	A		Flat 5 on 3/F with BAL and UP	1	273	273
1	A		Flat 6 on 3/F with BAL and UP	1	265	265
1	A		Flat 7 on 3/F with BAL and UP	1	263	263
1	A		Flat 8 on 3/F with BAL	1	194	194
1	A		Flat 9 on 3/F with BAL	1	209	209
1	A		Flat 18 on 3/F with BAL	1	193	193
1	A		Flat 19 on 3/F with BAL and UP	1	392	392
1	A		Flat 20 on 3/F with BAL and UP	1	393	393
1	A		Flat 1 on 5/F to 8/F with BAL and UP	4	566	2264
1	A		Flat 2 on 5/F to 8/F with BAL and UP	4	403	1612
1	A		Flat 3 on 5/F to 8/F with BAL and UP	4	255	1020
1	A		Flat 5 on 5/F to 8/F with BAL and UP	4	273	1092
1	A		Flat 6 on 5/F to 8/F with BAL and UP	4	265	1060
1	A		Flat 7 on 5/F to 8/F with BAL and UP	4	263	1052
1	A		Flat 8 on 5/F to 8/F with BAL	4	194	776
1	A		Flat 9 on 5/F to 8/F with BAL	4	194	776
1	A		Flat 10 on 5/F to 8/F with BAL and UP	4	286	1144
1	A		Flat 11 on 5/F to 8/F with BAL	4	304	1216
1	A		Flat 18 on 5/F to 8/F with BAL	4	193	772
1	A		Flat 19 on 5/F to 8/F with BAL and UP	4	392	1568
1	A		Flat 20 on 5/F to 8/F with BAL and UP	4	393	1572
1	A		Flat 1 on 9/F to 21/F with BAL and UP	11	566	6226
1	A		Flat 2 on 9/F to 21/F with BAL and UP	11	403	4433
1	A		Flat 3 on 9/F to 21/F with BAL and UP	11	255	2805
1	A		Flat 5 on 9/F to 21/F with BAL and UP	11	273	3003
1	A		Flat 6 on 9/F to 21/F with BAL and UP	11	265	2915
1	A		Flat 7 on 9/F to 21/F with BAL and UP	11	263	2893
1	A		Flat 8 on 9/F to 21/F with BAL	11	194	2134

1	A	Flat 9 on 9/F to 21/F with BAL	11	194	2134
1	A	Flat 10 on 9/F to 21/F with BAL and UP	11	286	3146
1	A	Flat 11 on 9/F to 21/F with BAL	11	273	3003
1	A	Flat 12 on 9/F to 21/F with BAL	11	286	3146
1	A	Flat 15 on 9/F to 21/F with BAL	11	280	3080
1	A	Flat 16 on 9/F to 21/F with BAL	11	264	2904
1	A	Flat 17 on 9/F to 21/F with BAL	11	274	3014
1	A	Flat 18 on 9/F to 21/F with BAL	11	193	2123
1	A	Flat 19 on 9/F to 21/F with BAL and UP	11	392	4312
1	A	Flat 20 on 9/F to 21/F with BAL and UP	11	393	4323
1	A	Flat 1 on 22/F with BAL, Flat Roof and Roof	1	930	930
1	A	Flat 2 on 22/F with BAL, Flat Roof and Roof	1	505	505
1	A	Flat 3 on 22/F with BAL, Flat Roof and Roof	1	736	736
1	A	Flat 5 on 22/F with BAL, Flat Roof and Roof	1	787	787
1	A	Flat 6 on 22/F with BAL, Flat Roof and Roof	1	577	577
1	A	Flat 7 on 22/F with BAL, Flat Roof and Roof	1	516	516
1	A	Flat 8 on 22/F with BAL, Flat Roof and Roof	1	522	522
1	B	Flat 1 on G/F with Private Garden	1	289	289
1	B	Flat 2 on G/F with Private Garden	1	275	275
1	B	Flat 3 on G/F with Private Garden	1	272	272
1	B	Flat 5 on G/F with Private Garden	1	421	421
1	B	Flat 7 on G/F with Private Garden	1	202	202
1	B	Flat 15 on G/F with Private Garden	1	280	280
1	B	Flat 16 on G/F with Private Garden	1	285	285
1	B	Flat 19 on G/F with Private Garden	1	391	391
1	B	Flat 20 on G/F with Private Garden	1	226	226
1	B	Flat 21 on G/F with Private Garden	1	281	281
1	B	Flat 22 on G/F with Private Garden	1	285	285
1	B	Flat 1 on 1/F with BAL and UP	1	298	298
1	B	Flat 2 on 1/F with BAL and UP	1	288	288
1	B	Flat 3 on 1/F with BAL and UP	1	288	288
1	B	Flat 5 on 1/F with BAL and UP	1	425	425
1	B	Flat 6 on 1/F with BAL and UP	1	425	425
1	B	Flat 7 on 1/F with BAL	1	206	206
1	B	Flat 15 on 1/F with BAL and UP	1	305	305
1	B	Flat 16 on 1/F with BAL and UP	1	310	310
1	B	Flat 19 on 1/F with BAL and UP	1	409	409
1	B	Flat 20 on 1/F with BAL and UP	1	292	292
1	B	Flat 21 on 1/F with BAL and UP	1	305	305
1	B	Flat 22 on 1/F with BAL and UP	1	304	304
1	B	Flat 1 on 2/F with BAL and UP	1	298	298
1	B	Flat 2 on 2/F with BAL and UP	1	288	288
1	B	Flat 3 on 2/F with BAL and UP	1	288	288
1	B	Flat 5 on 2/F with BAL and UP	1	425	425
1	B	Flat 6 on 2/F with BAL and UP	1	425	425
1	B	Flat 7 on 2/F with BAL	1	206	206
1	B	Flat 15 on 2/F with BAL and UP	1	305	305
1	B	Flat 16 on 2/F with BAL and UP	1	305	305
1	B	Flat 17 on 2/F with BAL and UP	1	297	297
1	B	Flat 18 on 2/F with BAL and UP	1	287	287
1	B	Flat 19 on 2/F with BAL and UP	1	292	292
1	B	Flat 20 on 2/F with BAL and UP	1	292	292
1	B	Flat 21 on 2/F with BAL and UP	1	305	305
1	B	Flat 22 on 2/F with BAL and UP	1	304	304

1	B	Flat 1 on 3/F to 8/F with BAL and UP	5	298	1490
1	B	Flat 2 on 3/F to 8/F with BAL and UP	5	288	1440
1	B	Flat 3 on 3/F to 8/F with BAL and UP	5	288	1440
1	B	Flat 5 on 3/F to 8/F with BAL and UP	5	425	2125
1	B	Flat 6 on 3/F to 8/F with BAL and UP	5	425	2125
1	B	Flat 7 on 3/F to 8/F with BAL	5	206	1030
1	B	Flat 12 on 3/F to 8/F with BAL	5	324	1620
1	B	Flat 15 on 3/F to 8/F with BAL and UP	5	304	1520
1	B	Flat 16 on 3/F to 8/F with BAL and UP	5	305	1525
1	B	Flat 17 on 3/F to 8/F with BAL and UP	5	297	1485
1	B	Flat 18 on 3/F to 8/F with BAL and UP	5	287	1435
1	B	Flat 19 on 3/F to 8/F with BAL and UP	5	292	1460
1	B	Flat 20 on 3/F to 8/F with BAL and UP	5	292	1460
1	B	Flat 21 on 3/F to 8/F with BAL and UP	5	305	1525
1	B	Flat 22 on 3/F to 8/F with BAL and UP	5	304	1520
1	B	Flat 1 on 9/F to 21/F with BAL and UP	11	298	3278
1	B	Flat 2 on 9/F to 21/F with BAL and UP	11	288	3168
1	B	Flat 3 on 9/F to 21/F with BAL and UP	11	288	3168
1	B	Flat 5 on 9/F to 21/F with BAL and UP	11	425	4675
1	B	Flat 6 on 9/F to 21/F with BAL and UP	11	425	4675
1	B	Flat 7 on 9/F to 21/F with BAL	11	206	2266
1	B	Flat 8 on 9/F to 21/F with BAL	11	274	3014
1	B	Flat 9 on 9/F to 21/F with BAL	11	264	2904
1	B	Flat 10 on 9/F to 21/F with BAL	11	280	3080
1	B	Flat 11 on 9/F to 21/F with BAL	11	286	3146
1	B	Flat 12 on 9/F to 21/F with BAL	11	291	3201
1	B	Flat 15 on 9/F to 21/F with BAL and UP	11	304	3344
1	B	Flat 16 on 9/F to 21/F with BAL and UP	11	305	3355
1	B	Flat 17 on 9/F to 21/F with BAL and UP	11	297	3267
1	B	Flat 18 on 9/F to 21/F with BAL and UP	11	287	3157
1	B	Flat 19 on 9/F to 21/F with BAL and UP	11	292	3212
1	B	Flat 20 on 9/F to 21/F with BAL and UP	11	292	3212
1	B	Flat 21 on 9/F to 21/F with BAL and UP	11	305	3355
1	B	Flat 22 on 9/F to 21/F with BAL and UP	11	304	3344
1	B	Flat 1 on 22/F with BAL, Flat Roof and Roof	1	588	588
1	B	Flat 2 on 22/F with BAL, Flat Roof and Roof	1	565	565
1	B	Flat 3 on 22/F with BAL, Flat Roof and Roof	1	556	556
1	B	Flat 5 on 22/F with BAL, Flat Roof and Roof	1	580	580
1	B	Flat 6 on 22/F with BAL, Flat Roof and Roof	1	788	788
1	B	Flat 15 on 22/F with BAL, UP and Roof	1	330	330
1	B	Flat 16 on 22/F with BAL, UP and Roof	1	328	328
1	B	Flat 17 on 22/F with BAL, UP and Roof	1	310	310
1	B	Flat 18 on 22/F with BAL, UP and Roof	1	300	300
1	B	Flat 19 on 22/F with BAL, UP and Roof	1	305	305
1	B	Flat 20 on 22/F with BAL, UP and Roof	1	305	305
1	B	Flat 21 on 22/F with BAL, UP and Roof	1	330	330
1	B	Flat 22 on 22/F with BAL, UP and Roof	1	337	337
2	C	Flat 1 on G/F with Private Garden	1	405	405
2	C	Flat 2 on G/F with Private Garden	1	274	274
2	C	Flat 3 on G/F with Private Garden	1	272	272
2	C	Flat 5 on G/F with Private Garden	1	588	588
2	C	Flat 8 on G/F with Private Garden	1	418	418
2	C	Flat 9 on G/F with Private Garden	1	272	272
2	C	Flat 10 on G/F with Private Garden	1	276	276



2	C	Flat 11 on G/F with Private Garden	1	293	293
2	C	Flat 12 on G/F with Private Garden	1	198	198
2	C	Flat 15 on G/F with Private Garden	1	190	190
2	C	Flat 16 on G/F with Private Garden	1	202	202
2	C	Flat 17 on G/F with Private Garden	1	240	240
2	C	Flat 18 on G/F with Private Garden	1	423	423
2	C	Flat 21 on G/F with Private Garden	1	447	447
2	C	Flat 22 on G/F with Private Garden	1	260	260
2	C	Flat 23 on G/F with Private Garden	1	224	224
2	C	Flat 25 on G/F with Private Garden	1	354	354
2	C	Flat 1 on 1/F with BAL and UP	1	406	406
2	C	Flat 2 on 1/F with BAL and UP	1	290	290
2	C	Flat 3 on 1/F with BAL and UP	1	289	289
2	C	Flat 5 on 1/F with BAL and UP	1	428	428
2	C	Flat 6 on 1/F with BAL and UP	1	311	311
2	C	Flat 7 on 1/F with BAL and UP	1	311	311
2	C	Flat 8 on 1/F with BAL and UP	1	425	425
2	C	Flat 9 on 1/F with BAL and UP	1	289	289
2	C	Flat 10 on 1/F with BAL and UP	1	290	290
2	C	Flat 11 on 1/F with BAL and UP	1	302	302
2	C	Flat 12 on 1/F with BAL	1	211	211
2	C	Flat 15 on 1/F with BAL	1	205	205
2	C	Flat 16 on 1/F with BAL and UP	1	265	265
2	C	Flat 17 on 1/F with BAL and UP	1	267	267
2	C	Flat 18 on 1/F with BAL and UP	1	443	443
2	C	Flat 21 on 1/F with BAL and UP	1	464	464
2	C	Flat 22 on 1/F with BAL and UP	1	277	277
2	C	Flat 23 on 1/F with BAL and UP	1	280	280
2	C	Flat 25 on 1/F with BAL and UP	1	358	358
2	C	Flat 1 on 2/F to 21/F with BAL and UP	17	406	6902
2	C	Flat 2 on 2/F to 21/F with BAL and UP	17	290	4930
2	C	Flat 3 on 2/F to 21/F with BAL and UP	17	289	4913
2	C	Flat 5 on 2/F to 21/F with BAL and UP	17	428	7276
2	C	Flat 6 on 2/F to 21/F with BAL and UP	17	311	5287
2	C	Flat 7 on 2/F to 21/F with BAL and UP	17	311	5287
2	C	Flat 8 on 2/F to 21/F with BAL and UP	17	425	7225
2	C	Flat 9 on 2/F to 21/F with BAL and UP	17	289	4913
2	C	Flat 10 on 2/F to 21/F with BAL and UP	17	290	4930
2	C	Flat 11 on 2/F to 21/F with BAL and UP	17	302	5134
2	C	Flat 12 on 2/F to 21/F with BAL	17	211	3587
2	C	Flat 15 on 2/F to 21/F with BAL	17	205	3485
2	C	Flat 16 on 2/F to 21/F with BAL and UP	17	265	4505
2	C	Flat 17 on 2/F to 21/F with BAL and UP	17	267	4539
2	C	Flat 18 on 2/F to 21/F with BAL and UP	17	319	5423
2	C	Flat 19 on 2/F to 21/F with BAL and UP	17	321	5457
2	C	Flat 20 on 2/F to 21/F with BAL and UP	17	414	7038
2	C	Flat 21 on 2/F to 21/F with BAL and UP	17	300	5100
2	C	Flat 22 on 2/F to 21/F with BAL and UP	17	277	4709
2	C	Flat 23 on 2/F to 21/F with BAL and UP	17	280	4760
2	C	Flat 25 on 2/F to 21/F with BAL and UP	17	358	6086
2	C	Flat 1 on 22/F with BAL, Flat Roof and Roof	1	737	737
2	C	Flat 2 on 22/F with BAL, Flat Roof and Roof	1	897	897
2	C	Flat 3 on 22/F with BAL, Flat Roof and Roof	1	893	893
2	C	Flat 5 on 22/F with BAL, Flat Roof and Roof	1	590	590
2	C	Flat 12 on 22/F with BAL and Roof	1	235	235

2	C	Flat 15 on 22/F with BAL and Roof	1	220	220
2	C	Flat 16 on 22/F with BAL, UP and Roof	1	295	295
2	C	Flat 17 on 22/F with BAL, UP and Roof	1	295	295
2	C	Flat 18 on 22/F with BAL, UP and Roof	1	333	333
2	C	Flat 19 on 22/F with BAL, UP and Roof	1	335	335
2	C	Flat 20 on 22/F with BAL, UP and Roof	1	436	436
2	C	Flat 21 on 22/F with BAL, UP and Roof	1	314	314
2	C	Flat 22 on 22/F with BAL, UP and Roof	1	306	306
2	C	Flat 23 on 22/F with BAL, UP and Roof	1	311	311
2	C	Flat 25 on 22/F with BAL, UP and Roof	1	383	383
3	D	Flat 1 on G/F with Private Garden	1	429	429
3	D	Flat 2 on G/F with Private Garden	1	329	329
3	D	Flat 3 on G/F with Private Garden	1	339	339
3	D	Flat 5 on G/F with Private Garden	1	151	151
3	D	Flat 6 on G/F with Private Garden	1	286	286
3	D	Flat 7 on G/F with Private Garden	1	287	287
3	D	Flat 8 on G/F with Private Garden	1	378	378
3	D	Flat 11 on G/F with Private Garden	1	274	274
3	D	Flat 12 on G/F with Private Garden	1	267	267
3	D	Flat 15 on G/F with Private Garden	1	266	266
3	D	Flat 16 on G/F with Private Garden	1	263	263
3	D	Flat 17 on G/F with Private Garden	1	271	271
3	D	Flat 18 on G/F with Private Garden	1	269	269
3	D	Flat 19 on G/F with Private Garden	1	275	275
3	D	Flat 21 on G/F with Private Garden	1	435	435
3	D	Flat 1 on 1/F with BAL and UP	1	425	425
3	D	Flat 2 on 1/F with BAL and UP	1	340	340
3	D	Flat 3 on 1/F with BAL and UP	1	358	358
3	D	Flat 5 on 1/F with BAL and UP	1	181	181
3	D	Flat 6 on 1/F with BAL and UP	1	313	313
3	D	Flat 7 on 1/F with BAL and UP	1	314	314
3	D	Flat 8 on 1/F with BAL and UP	1	401	401
3	D	Flat 11 on 1/F with BAL and UP	1	296	296
3	D	Flat 12 on 1/F with BAL and UP	1	293	293
3	D	Flat 15 on 1/F with BAL and UP	1	294	294
3	D	Flat 16 on 1/F with BAL and UP	1	293	293
3	D	Flat 17 on 1/F with BAL and UP	1	285	285
3	D	Flat 18 on 1/F with BAL and UP	1	284	284
3	D	Flat 19 on 1/F with BAL and UP	1	294	294
3	D	Flat 20 on 1/F with BAL and UP	1	440	440
3	D	Flat 21 on 1/F with BAL and UP	1	439	439
3	D	Flat 22 on 1/F with BAL and UP	1	214	214
3	D	Flat 1 on 2/F to 16/F with BAL and UP	12	425	5100
3	D	Flat 2 on 2/F to 16/F with BAL and UP	12	340	4080
3	D	Flat 3 on 2/F to 16/F with BAL and UP	12	358	4296
3	D	Flat 5 on 2/F to 16/F with BAL and UP	12	181	2172
3	D	Flat 6 on 2/F to 16/F with BAL and UP	12	313	3756
3	D	Flat 7 on 2/F to 16/F with BAL and UP	12	314	3768
3	D	Flat 8 on 2/F to 16/F with BAL and UP	12	292	3504
3	D	Flat 9 on 2/F to 16/F with BAL and UP	12	301	3612
3	D	Flat 10 on 2/F to 16/F with BAL and UP	12	296	3552
3	D	Flat 11 on 2/F to 16/F with BAL and UP	12	295	3540
3	D	Flat 12 on 2/F to 16/F with BAL and UP	12	293	3516
3	D	Flat 15 on 2/F to 16/F with BAL and UP	12	294	3528
3	D	Flat 16 on 2/F to 16/F with BAL and UP	12	293	3516

3	D	Flat 17 on 2/F to 16/F with BAL and UP	12	285	3420
3	D	Flat 18 on 2/F to 16/F with BAL and UP	12	284	3408
3	D	Flat 19 on 2/F to 16/F with BAL and UP	12	294	3528
3	D	Flat 20 on 2/F to 16/F with BAL and UP	12	440	5280
3	D	Flat 21 on 2/F to 16/F with BAL and UP	12	439	5268
3	D	Flat 22 on 2/F to 16/F with BAL and UP	12	214	2568
3	D	Flat 1 on 17/F with BAL, UP, Flat Roof and Roof	1	770	770
3	D	Flat 2 on 17/F with BAL, UP, Flat Roof and Roof	1	630	630
3	D	Flat 3 on 17/F with BAL, UP, Flat Roof and Roof	1	798	798
3	D	Flat 5 on 17/F with BAL, UP, Flat Roof and Roof	1	806	806
3	D	Flat 6 on 17/F with BAL, UP, Flat Roof and Roof	1	809	809
3	D	Flat 7 on 17/F with BAL, UP, Flat Roof and Roof	1	573	573
3	D	Flat 8 on 17/F with BAL, UP, Flat Roof and Roof	1	813	813
3	D	Flat 9 on 17/F with BAL, UP, Flat Roof and Roof	1	881	881
3	D	Flat 10 on 17/F with BAL, UP, Flat Roof and Roof	1	571	571
3	E	Flat 1 on G/F with Private Garden	1	649	649
3	E	Flat 2 on G/F with Private Garden	1	336	336
3	E	Flat 3 on G/F with Private Garden	1	617	617
3	E	Flat 5 on G/F with Private Garden	1	169	169
3	E	Flat 6 on G/F with Private Garden	1	180	180
3	E	Flat 7 on G/F with Private Garden	1	186	186
3	E	Flat 9 on G/F with Private Garden	1	401	401
3	E	Flat 10 on G/F with Private Garden	1	187	187
3	E	Flat 11 on G/F with Private Garden	1	266	266
3	E	Flat 12 on G/F with Private Garden	1	269	269
3	E	Flat 15 on G/F with Private Garden	1	267	267
3	E	Flat 16 on G/F with Private Garden	1	266	266
3	E	Flat 17 on G/F with Private Garden	1	266	266
3	E	Flat 18 on G/F with Private Garden	1	388	388
3	E	Flat 21 on G/F with Private Garden	1	256	256
3	E	Flat 22 on G/F with Private Garden	1	266	266
3	E	Flat 23 on G/F with Private Garden	1	269	269
3	E	Flat 25 on G/F with Private Garden	1	240	240
3	E	Flat 1 on 1/F with BAL and UP	1	634	634
3	E	Flat 2 on 1/F with BAL and UP	1	346	346
3	E	Flat 3 on 1/F with BAL and UP	1	623	623
3	E	Flat 5 on 1/F with BAL	1	172	172
3	E	Flat 6 on 1/F with BAL and UP	1	273	273
3	E	Flat 7 on 1/F with BAL and UP	1	208	208
3	E	Flat 8 on 1/F with BAL and UP	1	404	404
3	E	Flat 9 on 1/F with BAL and UP	1	404	404
3	E	Flat 10 on 1/F with BAL and UP	1	208	208
3	E	Flat 11 on 1/F with BAL and UP	1	282	282
3	E	Flat 12 on 1/F with BAL and UP	1	284	284
3	E	Flat 15 on 1/F with BAL and UP	1	294	294
3	E	Flat 16 on 1/F with BAL and UP	1	293	293
3	E	Flat 17 on 1/F with BAL and UP	1	294	294
3	E	Flat 18 on 1/F with BAL and UP	1	411	411
3	E	Flat 21 on 1/F with BAL and UP	1	284	284
3	E	Flat 22 on 1/F with BAL and UP	1	279	279
3	E	Flat 23 on 1/F with BAL and UP	1	288	288
3	E	Flat 25 on 1/F with BAL and UP	1	253	253
3	E	Flat 1 on 2/F to 16/F with BAL and UP	12	634	7608

3	E	Flat 2 on 2/F to 16/F with BAL and UP	12	346	4152
3	E	Flat 3 on 2/F to 16/F with BAL and UP	12	623	7476
3	E	Flat 5 on 2/F to 16/F with BAL	12	172	2064
3	E	Flat 6 on 2/F to 16/F with BAL and UP	12	273	3276
3	E	Flat 7 on 2/F to 16/F with BAL and UP	12	208	2496
3	E	Flat 8 on 2/F to 16/F with BAL and UP	12	404	4848
3	E	Flat 9 on 2/F to 16/F with BAL and UP	12	404	4848
3	E	Flat 10 on 2/F to 16/F with BAL and UP	12	208	2496
3	E	Flat 11 on 2/F to 16/F with BAL and UP	12	282	3384
3	E	Flat 12 on 2/F to 16/F with BAL and UP	12	284	3408
3	E	Flat 15 on 2/F to 16/F with BAL and UP	12	294	3528
3	E	Flat 16 on 2/F to 16/F with BAL and UP	12	293	3516
3	E	Flat 17 on 2/F to 16/F with BAL and UP	12	294	3528
3	E	Flat 18 on 2/F to 16/F with BAL and UP	12	294	3528
3	E	Flat 19 on 2/F to 16/F with BAL and UP	12	276	3312
3	E	Flat 20 on 2/F to 16/F with BAL and UP	12	273	3276
3	E	Flat 21 on 2/F to 16/F with BAL and UP	12	281	3372
3	E	Flat 22 on 2/F to 16/F with BAL and UP	12	279	3348
3	E	Flat 23 on 2/F to 16/F with BAL and UP	12	288	3456
3	E	Flat 25 on 2/F to 16/F with BAL and UP	12	253	3036
3	E	Flat 1 on 17/F with BAL, UP, Flat Roof and Roof	1	1071	1071
3	E	Flat 2 on 17/F with BAL, UP, Flat Roof and Roof	1	1025	1025
3	E	Flat 3 on 17/F with BAL, UP, Flat Roof and Roof	1	546	546
3	E	Flat 5 on 17/F with BAL, UP, Flat Roof and Roof	1	565	565
3	E	Flat 6 on 17/F with BAL, UP, Flat Roof and Roof	1	775	775
3	E	Flat 7 on 17/F with BAL, UP, Flat Roof and Roof	1	773	773
3	E	Flat 8 on 17/F with BAL, UP, Flat Roof and Roof	1	510	510

**Sub-total: 501,618**

(B)	<u>Parking Spaces</u>	<u>No. of Parking Spaces</u>	<u>No. of Undivided Shares per Parking Space</u>	<u>Total No. of Undivided Shares</u>
	Residential Parking Spaces Nos. P1-P123 on Basement			
	Phase 1: P1 to P123	123	62	7626
	Sub-total	123		7,626
	Motor Cycle Parking Spaces Nos. M1-M16 on Basement			
	Phase 1: M1 to M16	16	12	192
	Sub-total	16		192
(C)	<u>Common Areas and Facilities</u>			
	Estate Common Areas and Facilities,			4,564
	Residential Common Areas and Facilities and			
	Car Park Common Areas and Facilities			
			<b>Total (A) + (B) + (C) :</b>	<b>514,000</b>

**Notes**

- (1) BAL = Balcony
- (2) UP = Utility Platform
- (3) In the numbering of floors, 4/F, 13/F and 14/F are omitted.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Benefits and burdens held with Undivided Shares)

PART A : EASEMENTS RIGHTS AND PRIVILEGES HELD WITH EACH UNIT

1. The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy his Unit shall subject to the provisions and restrictions contained in this Deed, the Estate Rules, the rights of the Manager and the First Owner as herein provided have the benefit of the following easements, rights and privileges:-
  - (a) Right of way and to use Estate Common Areas and Facilities

Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass over and along and to use such of the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit;
  - (b) Right of escape to and through Common Areas

The right of escape to and through Common Areas of any kind or description in the event of fire or emergency for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees;
  - (c) Right of support and shelter

The right to subjacent and lateral support and to shelter and protection from the other parts of the Estate;
  - (d) Right to passage of water etc.

The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his Unit through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through his Unit or the Lot or the Estate or any part or parts thereof for the proper use and enjoyment of his Unit;
  - (e) Right of entry to other parts of Lot and Estate to repair

The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon prior reasonable notice (except in the case of emergency) to enter upon other parts or the Lot and the Estate for the purpose of carrying out any works for the maintenance and repair of his Unit (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby; and

(f) Right to easements etc.

All other easements, rights and privileges belonging or appertaining to the Lot and the Estate or part thereof.

2. In addition to the above easements, rights and privileges the Owner of each Residential Unit shall have the full right and liberty subject to payment of the prescribed fees (if any) and his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, this Deed, the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right):-
  - (a) to go pass or repass over and along and to use the Residential Common Areas and Facilities for the purposes for which they are designed Provided That in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services, and
  - (b) to place and install air-conditioning units at the air-conditioner (AC) platform(s), if any, and if the same forms part of the Residential Common Areas, adjoining his Residential Unit or such other area(s), if any, as may be designated for that purpose notwithstanding that such platform(s), if any, or such other area(s), if any, as may be designated for that purpose form part of the Residential Common Areas.
3. In addition to the above easements, rights and privileges the Owner of each Parking Space shall have the full right and liberty subject to payment of the prescribed fees (if any) and his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, this Deed, the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the Owner for the time being, his lessess, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right):-
  - (a) to go pass or repass over and along and to use the Car Park Common Areas and Facilities for the purposes for which they are designed;
  - (b) to lay and install the Non-Common EV Facilities within the Car Park Common Areas at such locations and in such manner to be approved by the Manager for all purposes in connection with the proper use and enjoyment of the Parking Spaces; and
  - (c) to go pass or repass over and along and to use the Residential Common Areas and Facilities under the direction of the Manager for the purpose of gaining access to and from the office accommodation for watchmen and caretakers for all purposes connected with the lawful business of the Manager;

Provided that in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services.

- 3A. In addition to the above easements, rights and privileges the Owner of each Parking Space shall have the full right and liberty subject to payment of the prescribed fees

(if any) and his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, this Deed, the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the Owner for the time being, his servants, agents, appointees and proxies (in common with all persons having the like right) to go pass or repass over and along and to use the Residential Common Areas and Facilities under the direction of the Manager for the purpose of gaining access to and from the office of the Owners' Corporation or the Owners' Committee for the purpose of attending Owners' meetings and meetings of the Owners' Committee (if required) and contacting the members of the Owners' Committee Provided that in exercising such rights of use no person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services.

4. In addition to the above easements, rights and privileges the users of the Visitors' Parking Spaces shall have the full right and liberty (but subject always to the provisions of the Government Grant, this Deed, the Estate Rules and the rights of the Manager and the First Owner as provided in this Deed) for the users of the said spaces (in common with all persons having the like right):-
- (a) to go pass or repass over and along with vehicles, such portions of the ramps and driveways of the Car Park Common Areas and Facilities;
  - (b) to go pass or repass over and along on foot only, such parts of the Car Park Common Areas and Facilities; and
  - (c) to use the Car Park Common Areas and Facilities for the purposes for which they are designed;

in connection with the proper use and enjoyment of the Visitors' Parking Spaces provided that in exercising such right of use no person shall interfere with or permit or suffer to be interfered with the general facilities, amenities, equipment or services.

5. For the avoidance of doubt, the Owners shall have no right to enter upon any part of the Lot or the Estate other than their own Units save as expressly herein provided.

#### PART B : EASEMENTS RIGHTS AND PRIVILEGES TO WHICH EACH UNIT IS SUBJECT

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

- (a) Government's right under Government Grant

The full rights and privileges of the Government specifically excepted and reserved in the Government Grant.

- (b) Manager's right of entry for purposes of rebuilding repairing etc.

- (i) The full right and privilege of the Manager at all reasonable times upon prior reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon his Unit for the purposes of rebuilding, repairing, renewing, cleansing, painting, decorating,

inspecting, examining or maintaining the Lot or the Estate or any part or parts thereof or any of the Common Areas and Facilities or any other apparatus and equipment used or installed for the benefit of the Lot or the Estate or any part or parts thereof causing as little disturbance as possible and forthwith making good at the Manager's own costs and expenses any damage caused thereby Provided that the Manager shall be liable for the negligent, wilful or criminal acts of the Manager, its employees, agents, contractors and workmen;

- (ii) Without prejudice to the generality of the foregoing, the Manager shall have the right from time to time for the purposes of inspecting, rebuilding, repairing, altering, renewing, maintaining, cleaning, painting or decorating the Common Areas and Facilities or carrying out necessary repairs to the Estate or abating any hazard or nuisance which does or may affect the Common Areas and Facilities or any part thereof or other Owners or for the purposes of inspecting, repairing and maintaining the Concealed Drainage Pipes to install and remove anchors and other provisions at the building perimeter of the private garden, flat roof, roof or Areas for Air-Conditioning forming part of a Residential Unit for operation of the building maintenance system including but not limited to gondola or an equipment of the like which shall be entitled to pass through and/or rest on private garden, flat roof, roof or Areas for Air-Conditioning forming part of a Residential Unit Provided that in exercise of the rights under this Sub-clause (ii):-

- (aa) reasonable notice (except in an emergency) shall be given to the Owner concerned;
- (bb) the Manager shall repair at its own costs and expenses any damage caused and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, agents, contractors and workmen;
- (cc) an Owner's right to hold, use, occupy and enjoy his Unit and the private garden, flat roof, roof and Areas for Air-Conditioning thereof shall not be interfered; and
- (dd) the access to and from the Unit and the private garden, flat roof, roof and Areas for Air-Conditioning thereof shall not be impeded or restricted.

(c) Other Rights

Easements, rights and privileges equivalent to those set forth in Sub-clauses 1(b), (c), (d), (e) and (f) of Part A of this Second Schedule and as reserved unto the First Owner and the Manager under this Deed.



THE THIRD SCHEDULE ABOVE REFERRED TO

1. No Owner shall make any structural alteration to any part of the Estate owned by him which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Lot or the Estate by other Owners.
2. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Grant or whereby any insurance on the Lot or the Estate or any part thereof may become void or voidable or whereby the premiums for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.
3. Subject to the rights reserved to the First Owner under Clause 8 of this Deed, no Owner shall do or permit or suffer to be done by his lessees, tenants, Occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect any works relating to any part of the Lot or the Estate which have not yet been sold or assigned by the First Owner by virtue of such reserved rights at any time in the course of carrying out such works and/or the management and the maintenance of the Lot and the Estate.
4. No Owner shall use or permit or suffer his Unit to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to the other Owners, and Occupiers for the time being of the Lot and the Estate and/or any neighbouring premises.
5. No Owner shall use or permit or suffer his Unit to be used except in accordance with the Government Grant, this Deed and any Ordinances and regulations from time to time applicable thereto.
6. No part of the Common Areas and Facilities shall be obstructed save with the licence of the Manager (who shall not grant the licence should the obstruction be in contravention of any Ordinances or regulations of Hong Kong or of this Deed) nor shall any refuse or other matter or thing be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or Occupiers of any other part of the Lot and the Estate Provided That the placing of air-conditioning units on the air-conditioner (AC) platforms forming part of the Residential Common Areas (if any) adjoining each Residential Unit or such other area(s) as may be designated for that purpose shall not be a breach of this Clause notwithstanding that such air-conditioner (AC) platforms or such other area(s) as may be designated for that purpose are part of the Residential Common Areas.
7. No Owner shall cut, maim, alter, affix, interfere with, damage or in any other way affect or permit or suffer to be cut, maimed, altered, affixed, interfered with, damaged or in any other way affected any part of the Common Areas and Facilities.
8. No clothing or laundry shall be hung outside any of the Towers and/or the Estate or any part thereof or in the Common Areas and Facilities.

9. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Lot and the Estate may be clogged or efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or likely to be affected. Any Owner who is in breach of the foregoing provision shall be responsible for paying the Manager on demand the cost of any breakage, blockage or damage resulting from a breach thereof.
10. No air-conditioning or other units shall without the prior written consent of the Manager be installed through any windows or external walls of any of the Towers other than at places designated for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Lot or the Estate. Every Owner shall also at his own cost and expense keep and maintain the Areas for Air-Conditioning and the air-conditioning or other units or plants (if any) serving exclusively his Unit in good repair and condition. No Owner shall use his own Areas for Air-Conditioning for any purpose except for installation of his air-conditioning unit(s) and ancillary pipes and equipment.
11. No Owner shall use or cause or permit his Residential Unit to be used for industrial or godown purposes or for the purpose of pawn shop, mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Ta Chai" or any similar ceremony or as a boarding house, guest house or for any noisy or offensive trade or business.
12. No Owner shall make or cause or permit any disturbing noise in his Residential Unit or do or cause or permit or suffer anything to be done which will interfere with the rights, comfort, and convenience of other occupants of the Residential Development.
13. No Owner of a Residential Unit shall be entitled to connect any installation to the communal television and radio aerial system installed by the First Owner or the Manager in or for the Estate or any part or parts thereof except with the prior written permission of the Manager and in accordance with any Estate Rules relating to the same. No Owner of a Residential Unit shall affix or install his own private aerial outside any of the Towers and/or the Estate.
14. Save as otherwise provided in this Deed, no external placards, posters, signs, signboards, notices, advertisements, flags, banners, poles, cages, shades or other projections or structures whatsoever extending outside the exterior of any of the Towers shall be erected, installed or otherwise affixed to or exhibited on or projected from any of the Towers except with the prior written approval of the Manager.
15. Subject to the right of the First Owner to design the first external appearance of the Towers and the Estate upon construction thereof, no Owner shall paint the outside of any of the Towers or of the Estate or do or permit to be done any act or thing which may or will alter the facade or external appearance of any of the Towers or the Estate without the prior consent in writing of the Manager and in particular, no external shades, awnings, fences, metal grilles, partitions or any other structure or thing either of a permanent or temporary nature shall be painted, placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in or about or on or at any part of the external walls or garden or flat roofs or roofs or top roofs of the Towers or the walls facing the exterior but situate within the balcony, garden, roof, flat roof and/or utility platform of his Residential Unit.

16. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from his Residential Unit any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.
17. No Owner shall permit the playing of mahjong in any Residential Unit between 11 p.m. and 9 a.m. if any noise so created will be audible from outside his Residential Unit so as to cause disturbance to the Owners or Occupiers of any other part of the Estate.
18. No Owner shall bring on to or keep or harbour any dogs, cats, pets, livestock, live poultry, fowls, birds or animals on any part of the Estate PROVIDED THAT (i) live poultry, birds or animals may be kept in a Residential Unit as pets unless the same has been the cause of reasonable complaint by at least 4 Owners or Occupiers of any part of the Estate, (ii) trained guide dogs on leash for the blind may be brought into any part of the Estate whilst guiding any person with disability in vision.
19. No Owner shall allow children, save with the licence of the Manager, to play in the Common Areas and Facilities (save and except in the Recreational Areas and Facilities but with due care and supervision) particularly lifts and any damage to or discolouration to decorations in such areas or lifts by children shall be paid for by the Owner or Occupier of the Residential Unit in which the child or children concerned reside.
20. No Owner shall use water closets and other water apparatus in the Estate for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for or made good by the Owner or Occupier at his own expense in whose Unit it shall have been caused.
21. No Owner shall allow bicycles, baby carriages or similar vehicles in the lifts unless the greatest care against damage to the lifts is exercised and the same shall not be allowed to obstruct any Common Areas and Facilities and no Owner shall use the lifts of the Residential Development for carrying and transporting any goods or articles whatsoever which in the opinion of the Manager affect the normal functioning of the lifts. For the avoidance of doubt, the parking of bicycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees in the Bicycle Parking Spaces with the permission of the Manager shall not be a breach of this Clause.
22. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or energy that might produce smoke except with the prior written consent of the Manager, but in any event no Owner shall install the aforesaid furnace, boiler, plant or equipment or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise and which shall in the opinion of the Manager be excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.
23. No Owner shall make any alteration to or interfere with any fire fighting equipment or suffer to be done anything to such equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder.
24. No Owner of a Residential Unit shall perform installation or repair works to the electrical wiring from the switch rooms forming part of the Common Areas and Facilities to any part or parts of the Estate save with the written approval of the

Manager and such works shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of the Owner or Owners concerned and in such manner as the Manager shall in its absolute discretion think fit.

25. No Owner or its agents licensees or contractors shall place on any part of the floors of the Estate any article, machinery, goods or merchandise which may cause the maximum floor loading-bearing capacity thereof (as specified on such part) to be exceeded and in the event of breach of this covenant the Owner in default shall make good any damage caused thereby to that part of the Estate or any fixtures and fittings therein Provided That the making good of such damage as aforesaid shall be without prejudice to any further right competent to the Manager exercisable by virtue of such breach.
26. Every Owner shall promptly pay and discharge all existing and future Government rent (unless the same forms part of the Management Expenses pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of his Unit and shall indemnify the other Owners from and against all liability thereof.
27. Each Owner shall keep and maintain his Unit and all wirings and pipings thereto which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances thereto which do not form part of the Common Areas and Facilities in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or Occupiers of any other part or parts of the Lot and the Estate. The expenses of keeping in good and substantial repair and condition the interior of any Unit and all the fixtures and fittings and all plumbings therein or appertaining thereto and all the windows and doors thereof shall be borne by the Owner of such Unit.
28. Each Owner shall observe and comply with all Ordinances, regulations, by-laws and rules for the time being in force in Hong Kong and governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and the protection of the environment.
29. Residential Units shall not be used or suffered to be used for any purpose other than for private residential purpose and in particular shall not be used as a boarding house, apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles SAVE AND EXCEPT that subject to the Government Grant and the prior written approval of the Director of Lands, the First Owner may use any such Residential Units owned by it as show flats for such period or periods as it shall in its discretion consider appropriate.
30. No Owner shall without the prior written consent of the Manager and the competent Government authorities (if required) erect or place or cause or permit to be erected or placed any advertising signs or other structure on the roof or top roof and the Manager shall have the right to enter to remove anything erected or placed on such roof or top roof or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.
31. 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 Residential Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap. 95) or other competent authority concerned from time to time in force and/or which may in any way impede the free

and uninterrupted passage over, through and along any of the Common Areas and Facilities.

32. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Residential Unit any advertising or other sign of any description (except a small name plate outside the entrance door of such Residential Unit giving the Owner's or Occupier's name) without the previous written approval of the Manager and of the Director of Lands (if required under the Government Grant). Any such approval may be given subject to such conditions (if any) as the Manager and the Director of Lands may specify and shall be subject to revocation on reasonable notice.
33. No Owner shall store or permit to be stored in any Residential Unit any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.
34. No Residential Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or Occupier.
35. Every Owner shall observe and comply with the terms and conditions of the Government Grant and this Deed.
36. No Owner (including the First Owner) shall have the right to convert or designate as Common Areas and Facilities such part(s) of the Estate the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained. Neither the Owners (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his own use or for his own benefit.
37. No Owner shall without the prior written consent of the Manager erect or build or suffer to be erected or built on or upon the private gardens, flat roofs, roofs or Areas for Air-Conditioning forming part of a Residential Unit any walls, windows, gates, doors, curtains, external awnings, canopies, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said private gardens, flat roofs, roofs or Areas for Air-Conditioning will be enclosed or partitioned either in whole or in part.
38. No Owner except the Owner having the exclusive right to use and occupy the flat roof or a specified part of the roof which forms part of his Residential Unit shall have the right to use the flat roof or that part of the roof except in the event of fire or emergency. The Owner and/or Occupier of the flat roof or that part of the roof shall ensure that the escape to and through the same shall not be in any way impeded or obstructed.
39. The Recreational Areas and Facilities shall only be used and enjoyed for recreational purposes by the residents of the Residential Units and their bona fide visitors and subject to the provisions of this Deed, the Estate Rules and such rules as may from time to time be laid down by the Manager. Only those with residents' cards/permits or bona fide visitors accompanied by residents of the Residential Development will be allowed to enter and use the Recreational Areas and Facilities.
40. No Owner including the First Owner shall have the right to convert the Common Areas and Facilities or any part thereof to his own use or for his own benefit unless with the

approval by a resolution of the Owners' Committee. Any payment received for the granting of such approval shall be credited to the Special Fund.

41. The Visitors' Parking Spaces shall only be used for such purposes in accordance with the Government Grant and without prejudice to the generality of the foregoing, all such spaces shall not be used for the storage, display or exhibiting of motor vehicles or motorcycles for sale or otherwise or for the provision of car cleaning and beauty services.
42. No Owner shall use or permit or suffer to be used any Parking Space for the storage, display or exhibition of motor vehicles or motorcycles for sale or otherwise or for the provision of car cleaning and beauty services.
43. No Owner shall permit or allow any motor vehicles parked in the Parking Space of which he is the Owner to deteriorate to a condition detrimental to the environmental appearance of the Estate.
44. The Owner shall observe and comply with Special Condition No.(6)(a) of the Government Grant with regard to the maintenance of the Yellow Stippled Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works thereon or therein in accordance with the Government Grant (until possession of the which is re-delivered to the Government in accordance with the Government Grant).
45. The Owner shall observe and comply with Special Condition No.(5)(a)(ii) of the Government Grant with regard to the maintenance of the Yellow Area until possession of which is re-delivered to the Government.
46. No Owner shall remove, interfere with, damage or cut any tree growing on the Lot or adjacent thereto except with the prior written consent of the Director of Lands and in compliance with any conditions that may be imposed by the said Director and each Owner shall be responsible to remedy and indemnify the other Owners in respect of any breach of this Clause including a breach by the occupants of his Unit and their guests, visitors or invitees.
47. The Owners shall keep and maintain the landscaped works, including the Greenery Area, provided pursuant to Special Condition No.(16) of the Government Grant in accordance with Special Condition No.(16)(d) of the Government Grant.
48. No Owner shall change or replace the railings and/or glass balustrades of the balcony and/or the utility platform and/or the private garden and/or the flat roof and/or the roof and/or the Areas for Air-Conditioning and the windowpanes of his Residential Unit save and except in accordance with the standards laid down by the Manager.
49. No Owner shall perform alteration works to any louver type ducted flue system (including but not limited to gas water heater, flue and air intake pipes and louver type flue terminal) in his Residential Unit except with the prior written approval of the Manager and such works shall be carried out by the Manager or any registered gas contractor appointed or approved by the Manager at the expense of the Owner or Owners concerned.
50. No grave or columbarium shall be erected or made on the Lot nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise shall be interred therein or deposited thereon.

51. The Greenery Area shall not be used for any other purpose without the prior consent of the Building Authority (as defined in the Buildings Ordinance).
52. The Owners of those Residential Units that are enclosed with curtain wall structures shall be responsible for the maintenance, repair and replacement (if so required) of the openable parts and such pieces of glass panels of the curtain wall structures which form part of their respective Residential Units in accordance with the guidelines or requirements laid down by the Manager at all times and from time to time. The Owners shall also be responsible for the cleaning of the inside surface of the non-openable parts of the curtain wall structures (including the glass panels) facing their respective Residential Units.
53. No Owner of any Residential Unit with a balcony, utility platform, private garden, flat roof, roof or Areas for Air-Conditioning shall without the prior written approval of the Manager and of the Director of Lands (if required under the Government Grant) and subject always to Clause 15 of this Third Schedule paint decorate the internal surface of the parapet and fence wall enclosing such balcony, utility platform, private garden, flat roof or roof or private Areas for Air-Conditioning and facing his Residential Unit. The Owner of any Residential Unit with a balcony, utility platform, private garden, flat roof, roof or Areas for Air-Conditioning shall be responsible for the cleaning of the internal surface of the parapet and fence wall enclosing such balcony, utility platform, private garden, flat roof or roof or Areas for Air-Conditioning.

THE FOURTH SCHEDULE ABOVE REFERRED TO

ALLOCATION OF MANAGEMENT UNITS

(A)	Phase	Tower	Residential Units	No. of Residential	No. of Management Units per Residential	Total No. of Management Units
				Unit(s)	Unit	
1		A	Flat 1 on G/F with Private Garden	1	610	610
1		A	Flat 18 on G/F with Private Garden	1	237	237
1		A	Flat 20 on G/F with Private Garden	1	390	390
1		A	Flat 1 on 1/F with BAL	1	546	546
1		A	Flat 18 on 1/F with BAL	1	193	193
1		A	Flat 19 on 1/F with BAL and UP	1	392	392
1		A	Flat 20 on 1/F with BAL and UP	1	393	393
1		A	Flat 1 on 2/F with BAL and UP	1	566	566
1		A	Flat 2 on 2/F with BAL	1	302	302
1		A	Flat 18 on 2/F with BAL	1	193	193
1		A	Flat 19 on 2/F with BAL and UP	1	392	392
1		A	Flat 20 on 2/F with BAL and UP	1	393	393
1		A	Flat 1 on 3/F with BAL and UP	1	566	566
1		A	Flat 2 on 3/F with BAL and UP	1	403	403
1		A	Flat 3 on 3/F with BAL and UP	1	255	255
1		A	Flat 5 on 3/F with BAL and UP	1	273	273
1		A	Flat 6 on 3/F with BAL and UP	1	265	265
1		A	Flat 7 on 3/F with BAL and UP	1	263	263
1		A	Flat 8 on 3/F with BAL	1	194	194
1		A	Flat 9 on 3/F with BAL	1	209	209
1		A	Flat 18 on 3/F with BAL	1	193	193
1		A	Flat 19 on 3/F with BAL and UP	1	392	392
1		A	Flat 20 on 3/F with BAL and UP	1	393	393
1		A	Flat 1 on 5/F to 8/F with BAL and UP	4	566	2264
1		A	Flat 2 on 5/F to 8/F with BAL and UP	4	403	1612
1		A	Flat 3 on 5/F to 8/F with BAL and UP	4	255	1020
1		A	Flat 5 on 5/F to 8/F with BAL and UP	4	273	1092
1		A	Flat 6 on 5/F to 8/F with BAL and UP	4	265	1060
1		A	Flat 7 on 5/F to 8/F with BAL and UP	4	263	1052
1		A	Flat 8 on 5/F to 8/F with BAL	4	194	776
1		A	Flat 9 on 5/F to 8/F with BAL	4	194	776
1		A	Flat 10 on 5/F to 8/F with BAL and UP	4	286	1144
1		A	Flat 11 on 5/F to 8/F with BAL	4	304	1216
1		A	Flat 18 on 5/F to 8/F with BAL	4	193	772
1		A	Flat 19 on 5/F to 8/F with BAL and UP	4	392	1568
1		A	Flat 20 on 5/F to 8/F with BAL and UP	4	393	1572
1		A	Flat 1 on 9/F to 21/F with BAL and UP	11	566	6226
1		A	Flat 2 on 9/F to 21/F with BAL and UP	11	403	4433
1		A	Flat 3 on 9/F to 21/F with BAL and UP	11	255	2805
1		A	Flat 5 on 9/F to 21/F with BAL and UP	11	273	3003
1		A	Flat 6 on 9/F to 21/F with BAL and UP	11	265	2915
1		A	Flat 7 on 9/F to 21/F with BAL and UP	11	263	2893
1		A	Flat 8 on 9/F to 21/F with BAL	11	194	2134
1		A	Flat 9 on 9/F to 21/F with BAL	11	194	2134
1		A	Flat 10 on 9/F to 21/F with BAL and UP	11	286	3146



1	A	Flat 11 on 9/F to 21/F with BAL	11	273	3003
1	A	Flat 12 on 9/F to 21/F with BAL	11	286	3146
1	A	Flat 15 on 9/F to 21/F with BAL	11	280	3080
1	A	Flat 16 on 9/F to 21/F with BAL	11	264	2904
1	A	Flat 17 on 9/F to 21/F with BAL	11	274	3014
1	A	Flat 18 on 9/F to 21/F with BAL	11	193	2123
1	A	Flat 19 on 9/F to 21/F with BAL and UP	11	392	4312
1	A	Flat 20 on 9/F to 21/F with BAL and UP	11	393	4323
1	A	Flat 1 on 22/F with BAL, Flat Roof and Roof	1	930	930
1	A	Flat 2 on 22/F with BAL, Flat Roof and Roof	1	505	505
1	A	Flat 3 on 22/F with BAL, Flat Roof and Roof	1	736	736
1	A	Flat 5 on 22/F with BAL, Flat Roof and Roof	1	787	787
1	A	Flat 6 on 22/F with BAL, Flat Roof and Roof	1	577	577
1	A	Flat 7 on 22/F with BAL, Flat Roof and Roof	1	516	516
1	A	Flat 8 on 22/F with BAL, Flat Roof and Roof	1	522	522
1	B	Flat 1 on G/F with Private Garden	1	289	289
1	B	Flat 2 on G/F with Private Garden	1	275	275
1	B	Flat 3 on G/F with Private Garden	1	272	272
1	B	Flat 5 on G/F with Private Garden	1	421	421
1	B	Flat 7 on G/F with Private Garden	1	202	202
1	B	Flat 15 on G/F with Private Garden	1	280	280
1	B	Flat 16 on G/F with Private Garden	1	285	285
1	B	Flat 19 on G/F with Private Garden	1	391	391
1	B	Flat 20 on G/F with Private Garden	1	226	226
1	B	Flat 21 on G/F with Private Garden	1	281	281
1	B	Flat 22 on G/F with Private Garden	1	285	285
1	B	Flat 1 on 1/F with BAL and UP	1	298	298
1	B	Flat 2 on 1/F with BAL and UP	1	288	288
1	B	Flat 3 on 1/F with BAL and UP	1	288	288
1	B	Flat 5 on 1/F with BAL and UP	1	425	425
1	B	Flat 6 on 1/F with BAL and UP	1	425	425
1	B	Flat 7 on 1/F with BAL	1	206	206
1	B	Flat 15 on 1/F with BAL and UP	1	305	305
1	B	Flat 16 on 1/F with BAL and UP	1	310	310
1	B	Flat 19 on 1/F with BAL and UP	1	409	409
1	B	Flat 20 on 1/F with BAL and UP	1	292	292
1	B	Flat 21 on 1/F with BAL and UP	1	305	305
1	B	Flat 22 on 1/F with BAL and UP	1	304	304
1	B	Flat 1 on 2/F with BAL and UP	1	298	298
1	B	Flat 2 on 2/F with BAL and UP	1	288	288
1	B	Flat 3 on 2/F with BAL and UP	1	288	288
1	B	Flat 5 on 2/F with BAL and UP	1	425	425
1	B	Flat 6 on 2/F with BAL and UP	1	425	425
1	B	Flat 7 on 2/F with BAL	1	206	206
1	B	Flat 15 on 2/F with BAL and UP	1	305	305
1	B	Flat 16 on 2/F with BAL and UP	1	305	305
1	B	Flat 17 on 2/F with BAL and UP	1	297	297
1	B	Flat 18 on 2/F with BAL and UP	1	287	287
1	B	Flat 19 on 2/F with BAL and UP	1	292	292
1	B	Flat 20 on 2/F with BAL and UP	1	292	292
1	B	Flat 21 on 2/F with BAL and UP	1	305	305
1	B	Flat 22 on 2/F with BAL and UP	1	304	304
1	B	Flat 1 on 3/F to 8/F with BAL and UP	5	298	1490
1	B	Flat 2 on 3/F to 8/F with BAL and UP	5	288	1440

1	B	Flat 3 on 3/F to 8/F with BAL and UP	5	288	1440
1	B	Flat 5 on 3/F to 8/F with BAL and UP	5	425	2125
1	B	Flat 6 on 3/F to 8/F with BAL and UP	5	425	2125
1	B	Flat 7 on 3/F to 8/F with BAL	5	206	1030
1	B	Flat 12 on 3/F to 8/F with BAL	5	324	1620
1	B	Flat 15 on 3/F to 8/F with BAL and UP	5	304	1520
1	B	Flat 16 on 3/F to 8/F with BAL and UP	5	305	1525
1	B	Flat 17 on 3/F to 8/F with BAL and UP	5	297	1485
1	B	Flat 18 on 3/F to 8/F with BAL and UP	5	287	1435
1	B	Flat 19 on 3/F to 8/F with BAL and UP	5	292	1460
1	B	Flat 20 on 3/F to 8/F with BAL and UP	5	292	1460
1	B	Flat 21 on 3/F to 8/F with BAL and UP	5	305	1525
1	B	Flat 22 on 3/F to 8/F with BAL and UP	5	304	1520
1	B	Flat 1 on 9/F to 21/F with BAL and UP	11	298	3278
1	B	Flat 2 on 9/F to 21/F with BAL and UP	11	288	3168
1	B	Flat 3 on 9/F to 21/F with BAL and UP	11	288	3168
1	B	Flat 5 on 9/F to 21/F with BAL and UP	11	425	4675
1	B	Flat 6 on 9/F to 21/F with BAL and UP	11	425	4675
1	B	Flat 7 on 9/F to 21/F with BAL	11	206	2266
1	B	Flat 8 on 9/F to 21/F with BAL	11	274	3014
1	B	Flat 9 on 9/F to 21/F with BAL	11	264	2904
1	B	Flat 10 on 9/F to 21/F with BAL	11	280	3080
1	B	Flat 11 on 9/F to 21/F with BAL	11	286	3146
1	B	Flat 12 on 9/F to 21/F with BAL	11	291	3201
1	B	Flat 15 on 9/F to 21/F with BAL and UP	11	304	3344
1	B	Flat 16 on 9/F to 21/F with BAL and UP	11	305	3355
1	B	Flat 17 on 9/F to 21/F with BAL and UP	11	297	3267
1	B	Flat 18 on 9/F to 21/F with BAL and UP	11	287	3157
1	B	Flat 19 on 9/F to 21/F with BAL and UP	11	292	3212
1	B	Flat 20 on 9/F to 21/F with BAL and UP	11	292	3212
1	B	Flat 21 on 9/F to 21/F with BAL and UP	11	305	3355
1	B	Flat 22 on 9/F to 21/F with BAL and UP	11	304	3344
1	B	Flat 1 on 22/F with BAL, Flat Roof and Roof	1	588	588
1	B	Flat 2 on 22/F with BAL, Flat Roof and Roof	1	565	565
1	B	Flat 3 on 22/F with BAL, Flat Roof and Roof	1	556	556
1	B	Flat 5 on 22/F with BAL, Flat Roof and Roof	1	580	580
1	B	Flat 6 on 22/F with BAL, Flat Roof and Roof	1	788	788
1	B	Flat 15 on 22/F with BAL, UP and Roof	1	330	330
1	B	Flat 16 on 22/F with BAL, UP and Roof	1	328	328
1	B	Flat 17 on 22/F with BAL, UP and Roof	1	310	310
1	B	Flat 18 on 22/F with BAL, UP and Roof	1	300	300
1	B	Flat 19 on 22/F with BAL, UP and Roof	1	305	305
1	B	Flat 20 on 22/F with BAL, UP and Roof	1	305	305
1	B	Flat 21 on 22/F with BAL, UP and Roof	1	330	330
1	B	Flat 22 on 22/F with BAL, UP and Roof	1	337	337
2	C	Flat 1 on G/F with Private Garden	1	405	405
2	C	Flat 2 on G/F with Private Garden	1	274	274
2	C	Flat 3 on G/F with Private Garden	1	272	272
2	C	Flat 5 on G/F with Private Garden	1	588	588
2	C	Flat 8 on G/F with Private Garden	1	418	418
2	C	Flat 9 on G/F with Private Garden	1	272	272
2	C	Flat 10 on G/F with Private Garden	1	276	276
2	C	Flat 11 on G/F with Private Garden	1	293	293
2	C	Flat 12 on G/F with Private Garden	1	198	198
2	C	Flat 15 on G/F with Private Garden	1	190	190
2	C	Flat 16 on G/F with Private Garden	1	202	202

2	C	Flat 17 on G/F with Private Garden	1	240	240
2	C	Flat 18 on G/F with Private Garden	1	423	423
2	C	Flat 21 on G/F with Private Garden	1	447	447
2	C	Flat 22 on G/F with Private Garden	1	260	260
2	C	Flat 23 on G/F with Private Garden	1	224	224
2	C	Flat 25 on G/F with Private Garden	1	354	354
2	C	Flat 1 on 1/F with BAL and UP	1	406	406
2	C	Flat 2 on 1/F with BAL and UP	1	290	290
2	C	Flat 3 on 1/F with BAL and UP	1	289	289
2	C	Flat 5 on 1/F with BAL and UP	1	428	428
2	C	Flat 6 on 1/F with BAL and UP	1	311	311
2	C	Flat 7 on 1/F with BAL and UP	1	311	311
2	C	Flat 8 on 1/F with BAL and UP	1	425	425
2	C	Flat 9 on 1/F with BAL and UP	1	289	289
2	C	Flat 10 on 1/F with BAL and UP	1	290	290
2	C	Flat 11 on 1/F with BAL and UP	1	302	302
2	C	Flat 12 on 1/F with BAL	1	211	211
2	C	Flat 15 on 1/F with BAL	1	205	205
2	C	Flat 16 on 1/F with BAL and UP	1	265	265
2	C	Flat 17 on 1/F with BAL and UP	1	267	267
2	C	Flat 18 on 1/F with BAL and UP	1	443	443
2	C	Flat 21 on 1/F with BAL and UP	1	464	464
2	C	Flat 22 on 1/F with BAL and UP	1	277	277
2	C	Flat 23 on 1/F with BAL and UP	1	280	280
2	C	Flat 25 on 1/F with BAL and UP	1	358	358
2	C	Flat 1 on 2/F to 21/F with BAL and UP	17	406	6902
2	C	Flat 2 on 2/F to 21/F with BAL and UP	17	290	4930
2	C	Flat 3 on 2/F to 21/F with BAL and UP	17	289	4913
2	C	Flat 5 on 2/F to 21/F with BAL and UP	17	428	7276
2	C	Flat 6 on 2/F to 21/F with BAL and UP	17	311	5287
2	C	Flat 7 on 2/F to 21/F with BAL and UP	17	311	5287
2	C	Flat 8 on 2/F to 21/F with BAL and UP	17	425	7225
2	C	Flat 9 on 2/F to 21/F with BAL and UP	17	289	4913
2	C	Flat 10 on 2/F to 21/F with BAL and UP	17	290	4930
2	C	Flat 11 on 2/F to 21/F with BAL and UP	17	302	5134
2	C	Flat 12 on 2/F to 21/F with BAL	17	211	3587
2	C	Flat 15 on 2/F to 21/F with BAL	17	205	3485
2	C	Flat 16 on 2/F to 21/F with BAL and UP	17	265	4505
2	C	Flat 17 on 2/F to 21/F with BAL and UP	17	267	4539
2	C	Flat 18 on 2/F to 21/F with BAL and UP	17	319	5423
2	C	Flat 19 on 2/F to 21/F with BAL and UP	17	321	5457
2	C	Flat 20 on 2/F to 21/F with BAL and UP	17	414	7038
2	C	Flat 21 on 2/F to 21/F with BAL and UP	17	300	5100
2	C	Flat 22 on 2/F to 21/F with BAL and UP	17	277	4709
2	C	Flat 23 on 2/F to 21/F with BAL and UP	17	280	4760
2	C	Flat 25 on 2/F to 21/F with BAL and UP	17	358	6086
2	C	Flat 1 on 22/F with BAL, Flat Roof and Roof	1	737	737
2	C	Flat 2 on 22/F with BAL, Flat Roof and Roof	1	897	897
2	C	Flat 3 on 22/F with BAL, Flat Roof and Roof	1	893	893
2	C	Flat 5 on 22/F with BAL, Flat Roof and Roof	1	590	590
2	C	Flat 12 on 22/F with BAL and Roof	1	235	235
2	C	Flat 15 on 22/F with BAL and Roof	1	220	220
2	C	Flat 16 on 22/F with BAL, UP and Roof	1	295	295
2	C	Flat 17 on 22/F with BAL, UP and Roof	1	295	295
2	C	Flat 18 on 22/F with BAL, UP and Roof	1	333	333
2	C	Flat 19 on 22/F with BAL, UP and Roof	1	335	335

2	C	Flat 20 on 22/F with BAL, UP and Roof	1	436	436
2	C	Flat 21 on 22/F with BAL, UP and Roof	1	314	314
2	C	Flat 22 on 22/F with BAL, UP and Roof	1	306	306
2	C	Flat 23 on 22/F with BAL, UP and Roof	1	311	311
2	C	Flat 25 on 22/F with BAL, UP and Roof	1	383	383
3	D	Flat 1 on G/F with Private Garden	1	429	429
3	D	Flat 2 on G/F with Private Garden	1	329	329
3	D	Flat 3 on G/F with Private Garden	1	339	339
3	D	Flat 5 on G/F with Private Garden	1	151	151
3	D	Flat 6 on G/F with Private Garden	1	286	286
3	D	Flat 7 on G/F with Private Garden	1	287	287
3	D	Flat 8 on G/F with Private Garden	1	378	378
3	D	Flat 11 on G/F with Private Garden	1	274	274
3	D	Flat 12 on G/F with Private Garden	1	267	267
3	D	Flat 15 on G/F with Private Garden	1	266	266
3	D	Flat 16 on G/F with Private Garden	1	263	263
3	D	Flat 17 on G/F with Private Garden	1	271	271
3	D	Flat 18 on G/F with Private Garden	1	269	269
3	D	Flat 19 on G/F with Private Garden	1	275	275
3	D	Flat 21 on G/F with Private Garden	1	435	435
3	D	Flat 1 on 1/F with BAL and UP	1	425	425
3	D	Flat 2 on 1/F with BAL and UP	1	340	340
3	D	Flat 3 on 1/F with BAL and UP	1	358	358
3	D	Flat 5 on 1/F with BAL and UP	1	181	181
3	D	Flat 6 on 1/F with BAL and UP	1	313	313
3	D	Flat 7 on 1/F with BAL and UP	1	314	314
3	D	Flat 8 on 1/F with BAL and UP	1	401	401
3	D	Flat 11 on 1/F with BAL and UP	1	296	296
3	D	Flat 12 on 1/F with BAL and UP	1	293	293
3	D	Flat 15 on 1/F with BAL and UP	1	294	294
3	D	Flat 16 on 1/F with BAL and UP	1	293	293
3	D	Flat 17 on 1/F with BAL and UP	1	285	285
3	D	Flat 18 on 1/F with BAL and UP	1	284	284
3	D	Flat 19 on 1/F with BAL and UP	1	294	294
3	D	Flat 20 on 1/F with BAL and UP	1	440	440
3	D	Flat 21 on 1/F with BAL and UP	1	439	439
3	D	Flat 22 on 1/F with BAL and UP	1	214	214
3	D	Flat 1 on 2/F to 16/F with BAL and UP	12	425	5100
3	D	Flat 2 on 2/F to 16/F with BAL and UP	12	340	4080
3	D	Flat 3 on 2/F to 16/F with BAL and UP	12	358	4296
3	D	Flat 5 on 2/F to 16/F with BAL and UP	12	181	2172
3	D	Flat 6 on 2/F to 16/F with BAL and UP	12	313	3756
3	D	Flat 7 on 2/F to 16/F with BAL and UP	12	314	3768
3	D	Flat 8 on 2/F to 16/F with BAL and UP	12	292	3504
3	D	Flat 9 on 2/F to 16/F with BAL and UP	12	301	3612
3	D	Flat 10 on 2/F to 16/F with BAL and UP	12	296	3552
3	D	Flat 11 on 2/F to 16/F with BAL and UP	12	295	3540
3	D	Flat 12 on 2/F to 16/F with BAL and UP	12	293	3516
3	D	Flat 15 on 2/F to 16/F with BAL and UP	12	294	3528
3	D	Flat 16 on 2/F to 16/F with BAL and UP	12	293	3516
3	D	Flat 17 on 2/F to 16/F with BAL and UP	12	285	3420
3	D	Flat 18 on 2/F to 16/F with BAL and UP	12	284	3408
3	D	Flat 19 on 2/F to 16/F with BAL and UP	12	294	3528
3	D	Flat 20 on 2/F to 16/F with BAL and UP	12	440	5280
3	D	Flat 21 on 2/F to 16/F with BAL and UP	12	439	5268
3	D	Flat 22 on 2/F to 16/F with BAL and UP	12	214	2568

3	D	Flat 1 on 17/F with BAL, UP, Flat Roof and Roof	1	770	770
3	D	Flat 2 on 17/F with BAL, UP, Flat Roof and Roof	1	630	630
3	D	Flat 3 on 17/F with BAL, UP, Flat Roof and Roof	1	798	798
3	D	Flat 5 on 17/F with BAL, UP, Flat Roof and Roof	1	806	806
3	D	Flat 6 on 17/F with BAL, UP, Flat Roof and Roof	1	809	809
3	D	Flat 7 on 17/F with BAL, UP, Flat Roof and Roof	1	573	573
3	D	Flat 8 on 17/F with BAL, UP, Flat Roof and Roof	1	813	813
3	D	Flat 9 on 17/F with BAL, UP, Flat Roof and Roof	1	881	881
3	D	Flat 10 on 17/F with BAL, UP, Flat Roof and Roof	1	571	571
3	E	Flat 1 on G/F with Private Garden	1	649	649
3	E	Flat 2 on G/F with Private Garden	1	336	336
3	E	Flat 3 on G/F with Private Garden	1	617	617
3	E	Flat 5 on G/F with Private Garden	1	169	169
3	E	Flat 6 on G/F with Private Garden	1	180	180
3	E	Flat 7 on G/F with Private Garden	1	186	186
3	E	Flat 9 on G/F with Private Garden	1	401	401
3	E	Flat 10 on G/F with Private Garden	1	187	187
3	E	Flat 11 on G/F with Private Garden	1	266	266
3	E	Flat 12 on G/F with Private Garden	1	269	269
3	E	Flat 15 on G/F with Private Garden	1	267	267
3	E	Flat 16 on G/F with Private Garden	1	266	266
3	E	Flat 17 on G/F with Private Garden	1	266	266
3	E	Flat 18 on G/F with Private Garden	1	388	388
3	E	Flat 21 on G/F with Private Garden	1	256	256
3	E	Flat 22 on G/F with Private Garden	1	266	266
3	E	Flat 23 on G/F with Private Garden	1	269	269
3	E	Flat 25 on G/F with Private Garden	1	240	240
3	E	Flat 1 on 1/F with BAL and UP	1	634	634
3	E	Flat 2 on 1/F with BAL and UP	1	346	346
3	E	Flat 3 on 1/F with BAL and UP	1	623	623
3	E	Flat 5 on 1/F with BAL	1	172	172
3	E	Flat 6 on 1/F with BAL and UP	1	273	273
3	E	Flat 7 on 1/F with BAL and UP	1	208	208
3	E	Flat 8 on 1/F with BAL and UP	1	404	404
3	E	Flat 9 on 1/F with BAL and UP	1	404	404
3	E	Flat 10 on 1/F with BAL and UP	1	208	208
3	E	Flat 11 on 1/F with BAL and UP	1	282	282
3	E	Flat 12 on 1/F with BAL and UP	1	284	284
3	E	Flat 15 on 1/F with BAL and UP	1	294	294
3	E	Flat 16 on 1/F with BAL and UP	1	293	293
3	E	Flat 17 on 1/F with BAL and UP	1	294	294
3	E	Flat 18 on 1/F with BAL and UP	1	411	411
3	E	Flat 21 on 1/F with BAL and UP	1	284	284
3	E	Flat 22 on 1/F with BAL and UP	1	279	279
3	E	Flat 23 on 1/F with BAL and UP	1	288	288
3	E	Flat 25 on 1/F with BAL and UP	1	253	253
3	E	Flat 1 on 2/F to 16/F with BAL and UP	12	634	7608
3	E	Flat 2 on 2/F to 16/F with BAL and UP	12	346	4152
3	E	Flat 3 on 2/F to 16/F with BAL and UP	12	623	7476
3	E	Flat 5 on 2/F to 16/F with BAL	12	172	2064
3	E	Flat 6 on 2/F to 16/F with BAL and UP	12	273	3276
3	E	Flat 7 on 2/F to 16/F with BAL and UP	12	208	2496
3	E	Flat 8 on 2/F to 16/F with BAL and UP	12	404	4848
3	E	Flat 9 on 2/F to 16/F with BAL and UP	12	404	4848

3	E	Flat 10 on 2/F to 16/F with BAL and UP	12	208	2496
3	E	Flat 11 on 2/F to 16/F with BAL and UP	12	282	3384
3	E	Flat 12 on 2/F to 16/F with BAL and UP	12	284	3408
3	E	Flat 15 on 2/F to 16/F with BAL and UP	12	294	3528
3	E	Flat 16 on 2/F to 16/F with BAL and UP	12	293	3516
3	E	Flat 17 on 2/F to 16/F with BAL and UP	12	294	3528
3	E	Flat 18 on 2/F to 16/F with BAL and UP	12	294	3528
3	E	Flat 19 on 2/F to 16/F with BAL and UP	12	276	3312
3	E	Flat 20 on 2/F to 16/F with BAL and UP	12	273	3276
3	E	Flat 21 on 2/F to 16/F with BAL and UP	12	281	3372
3	E	Flat 22 on 2/F to 16/F with BAL and UP	12	279	3348
3	E	Flat 23 on 2/F to 16/F with BAL and UP	12	288	3456
3	E	Flat 25 on 2/F to 16/F with BAL and UP	12	253	3036

3	E	Flat 1 on 17/F with BAL, UP, Flat Roof and Roof	1	1071	1071
3	E	Flat 2 on 17/F with BAL, UP, Flat Roof and Roof	1	1025	1025
3	E	Flat 3 on 17/F with BAL, UP, Flat Roof and Roof	1	546	546
3	E	Flat 5 on 17/F with BAL, UP, Flat Roof and Roof	1	565	565
3	E	Flat 6 on 17/F with BAL, UP, Flat Roof and Roof	1	775	775
3	E	Flat 7 on 17/F with BAL, UP, Flat Roof and Roof	1	773	773
3	E	Flat 8 on 17/F with BAL, UP, Flat Roof and Roof	1	510	510

**Sub-total:** 501,618

(B)	<u>Parking Spaces</u>	<u>No. of Parking Spaces</u>	<u>No. of Management Units per Parking Space</u>	<u>Total No. of Management Units</u>
	Residential Parking Spaces Nos.P1-P123 on Basement			
	Phase 1: P1 to P123	123	62	7626
	Sub-total	123		<u>7,626</u>
	Motor Cycle Parking Spaces Nos. M1-M16 on Basement			
	Phase 1: M1 to M16	16	12	192
	Sub-total	16		<u>192</u>
	<b>Total (A) + (B) :</b>			<u><b>509,436</b></u>

**Notes**

(1) BAL = Balcony

(2) UP = Utility Platform

(3) In the numbering of floors, 4/F, 13/F and 14/F are omitted.

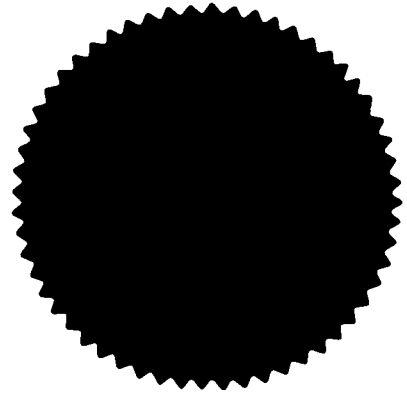
THE FIFTH SCHEDULE ABOVE REFERRED TO  
WORKS AND INSTALLATIONS

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) the Slopes and Retaining Walls (if any);
- (v) plumbing system;
- (vi) drainage system;
- (vii) fire services installations and equipment;
- (viii) electrical wiring system;
- (ix) lift installations;
- (x) gas supply system;
- (xi) window installations;
- (xii) Concealed Drainage Pipes; and
- (xiii) central air-conditioning and ventilation system.

SEALED with the Common Seal of the )  
First Owner in the presence of and )  
SIGNED by **Kwok Ping Ho and** )  
Fung Lee Woon King **its Director(s)** )  
whose signature(s) is/are verified by:- )

✓ *Kwok Ping Ho*

✓ *Fung Lee Woon King*



*[Signature]*  
**LOK LAI CHU ANITA**  
Solicitor, Hong Kong SAR  
Woo Kwan Lee & Lo



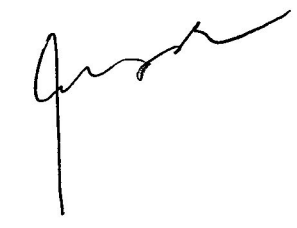
SIGNED SEALED and DELIVERED  
by the First Assignee (who having been  
previously identified by identification  
document(s) as specified above) in the  
presence of:-

)  
)  
)  
)  
)  
)  
)  
)



  
**LOK LAI CHU, ANITA**  
Solicitor, Hong Kong SAR  
Woo Kwan Lee & Lo

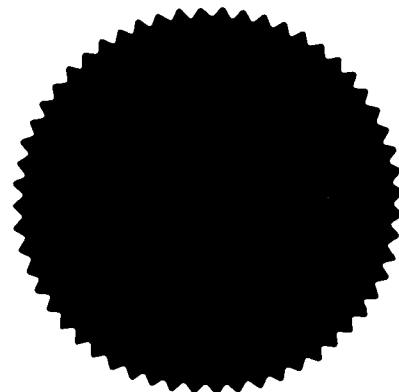
INTERPRETED to the First Assignee  
by:-

  
**LOK LAI CHU, ANITA**  
Solicitor, Hong Kong SAR  
Woo Kwan Lee & Lo

SEALED with the Common Seal of the )  
)  
DMC Manager in the presence of and )  
)  
SIGNED by Kwok Ping Ho and )  
)  
Fung Lee Woon King its Director(s) )  
)  
)  
)  
whose signature(s) is/are verified by:- )

✓ *Kwok Ping Ho*

✓ *Fung Lee Woon King*



*Lok Lai Chu Anita*  
LOK LAI CHU ANITA  
Solicitor, Hong Kong SAR  
Woo Kwan Lee & Lo

DATED the 9<sup>th</sup> day of December 2022

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BEST GALAXY LIMITED

AND



AND

WELL BORN REAL ESTATE MANAGEMENT  
LIMITED

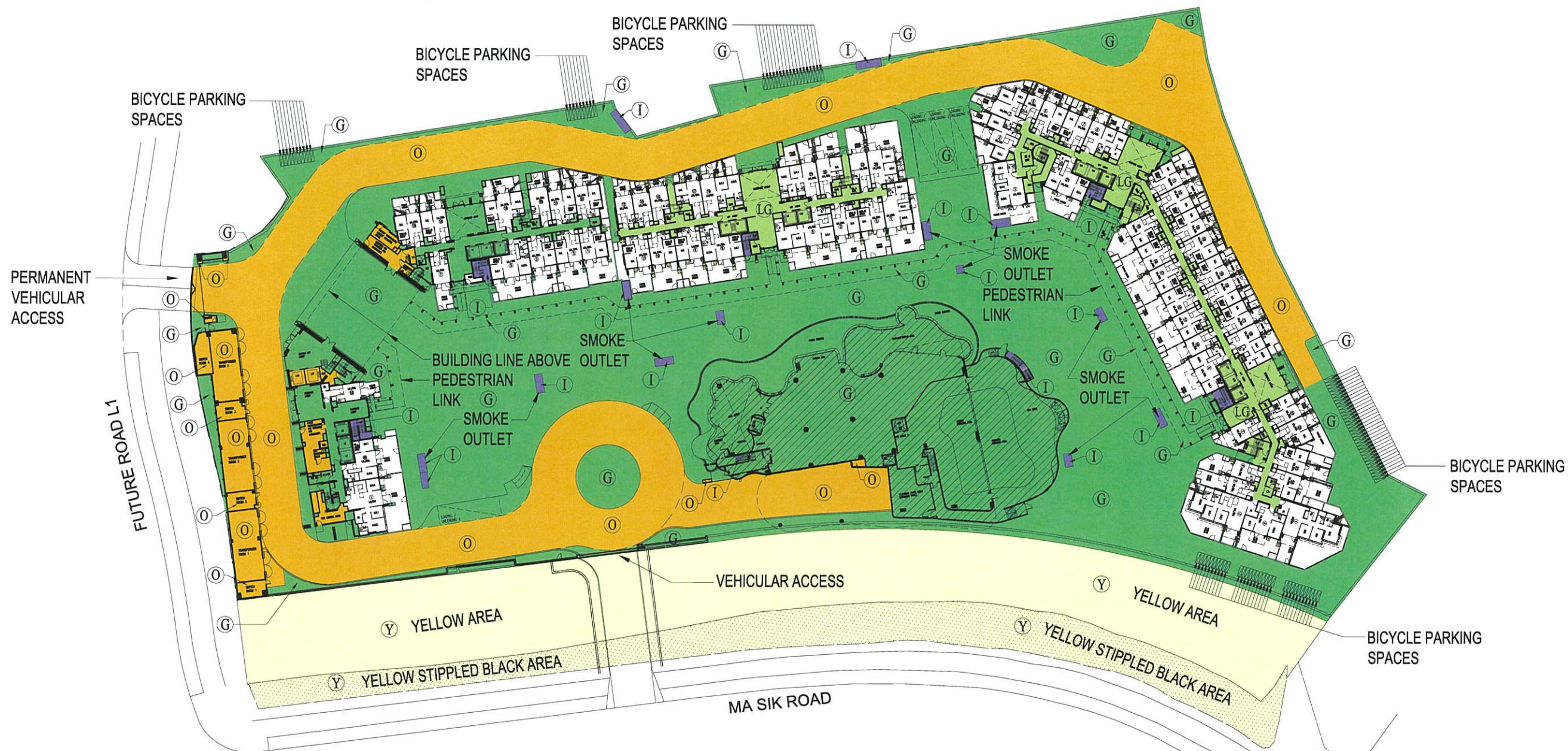
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DEED OF MUTUAL COVENANT AND  
MANAGEMENT AGREEMENT  
in respect of  
FANLING SHEUNG SHUI TOWN LOT NO.262

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WOO KWAN LEE & LO,  
Solicitors & Notaries,  
25<sup>th</sup> Floor, Jardine House,  
Central, Hong Kong SAR





**GROUND FLOOR PLAN**  
(PLAN NO. DMC-01)

FSSTL 262, MA SIK ROAD, FANLING, N.T.

**LEGEND:**

- O ESTATE COMMON AREAS
- G RESIDENTIAL COMMON AREAS IN PHASE 1
- LG RESIDENTIAL COMMON AREAS IN PHASE 2 AND PHASE 3
- I CAR PARK COMMON AREAS
- G RECREATIONAL AREAS AND FACILITIES (FORMING PART OF RESIDENTIAL COMMON AREAS)
- Y YELLOW AREA
- Y YELLOW STIPPLED BLACK AREA
- G MAINTENANCE AREAS OF UNDERGROUND PIPES IN PHASE 1
- LG MAINTENANCE AREAS OF UNDERGROUND PIPES IN PHASE 2 AND PHASE 3

**NOTES:**

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

**II**

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON – ARCHITECT  
JUNE 10, 2022









# TOWER A FLOOR PLAN

G/F PLAN

(PLAN NO. DMC-03)

FSSTL 262, MA SIK ROAD, FANLING, N.T.



## LEGEND:

- O ESTATE COMMON AREAS
- G RESIDENTIAL COMMON AREAS IN PHASE 1
- I CAR PARK COMMON AREAS
- A/C PLATFORM AIR CONDITIONER (AC) PLATFORM

## NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

*[Signature]*

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
 AUTHORIZED PERSON - ARCHITECT  
 JUNE 10, 2022



# TOWER A FLOOR PLAN

1/F PLAN

(PLAN NO. DMC-04)

FSSTL 262, MA SIK ROAD, FANLING, N.T.



## LEGEND:



ESTATE COMMON AREAS



RESIDENTIAL COMMON AREAS IN PHASE 1



BALCONY (NON-ENCLOSED AREAS)



UTILITY PLATFORM (NON-ENCLOSED AREAS)

A/C PLATFORM

AIR CONDITIONER (AC) PLATFORM

## NOTES:

1. NOT TO SCALE

2. FOR IDENTIFICATION PURPOSE ONLY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

**CHAU TAK HO**

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON - ARCHITECT

JUNE 10, 2022



# TOWER A FLOOR PLAN

2/F PLAN

(PLAN NO. DMC-05)

FSSTL 262, MA SIK ROAD, FANLING, N.T.



## LEGEND:

- O ESTATE COMMON AREAS
- G RESIDENTIAL COMMON AREAS IN PHASE 1
- BALCONY (NON-ENCLOSED AREAS)
- UTILITY PLATFORM (NON-ENCLOSED AREAS)
- O PEDESTRIAN WALKWAY (FORMING PART OF ESTATE COMMON AREAS)
- A/C PLATFORM AIR CONDITIONER (AC) PLATFORM

## NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

**IL**

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
 AUTHORIZED PERSON – ARCHITECT  
 JUNE 10, 2022

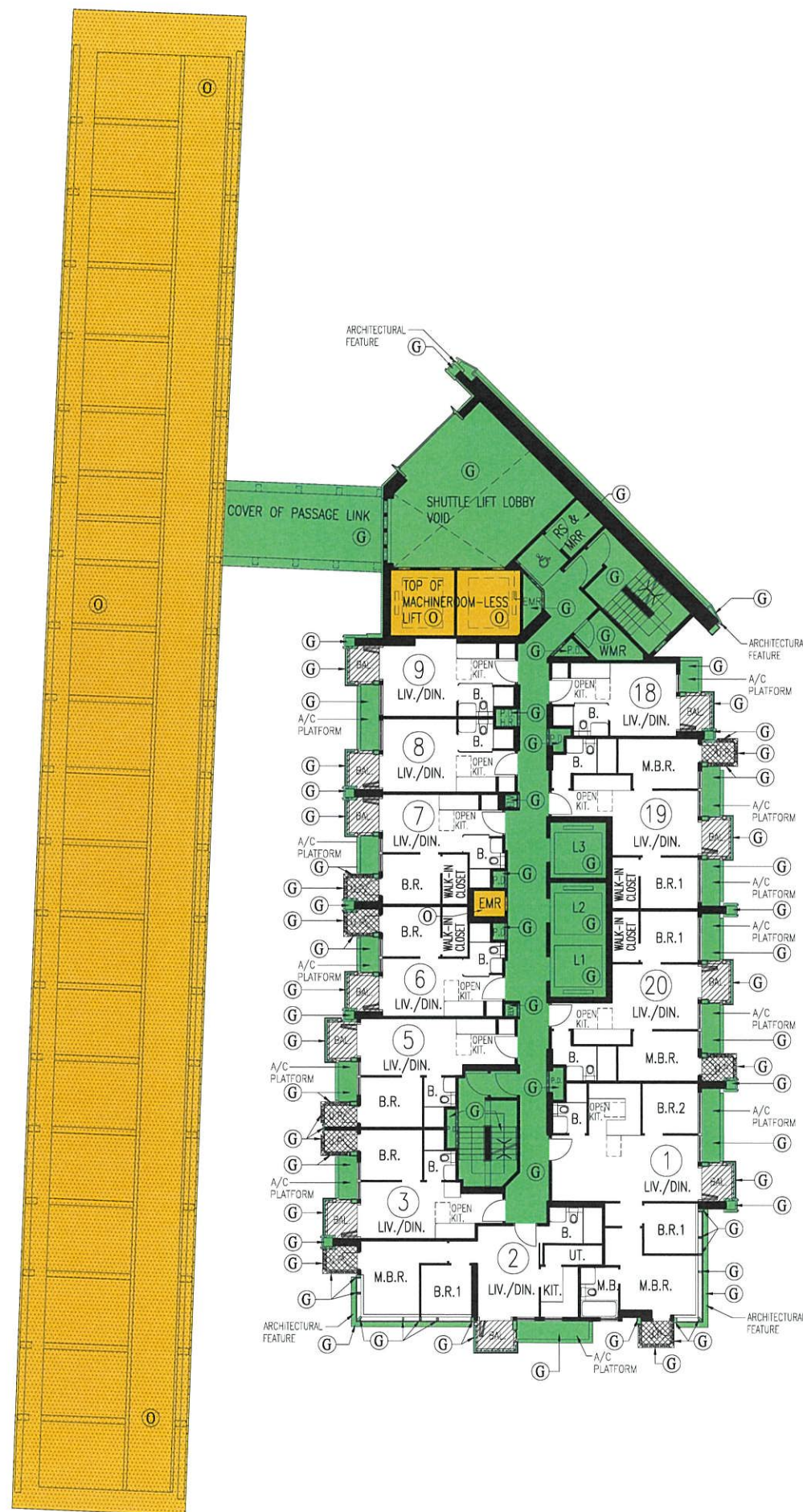


# TOWER A FLOOR PLAN

3/F PLAN

(PLAN NO. DMC-06)

FSSTL 262, MA SIK ROAD, FANLING, N.T.



## LEGEND:

	ESTATE COMMON AREAS
	RESIDENTIAL COMMON AREAS IN PHASE 1
	BALCONY (NON-ENCLOSED AREAS)
	UTILITY PLATFORM (NON-ENCLOSED AREAS)
	COVER OF PEDESTRIAN WALKWAY (FORMING PART OF ESTATE COMMON AREAS)
	A/C PLATFORM AIR CONDITIONER (AC) PLATFORM

## NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

**II**

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON – ARCHITECT

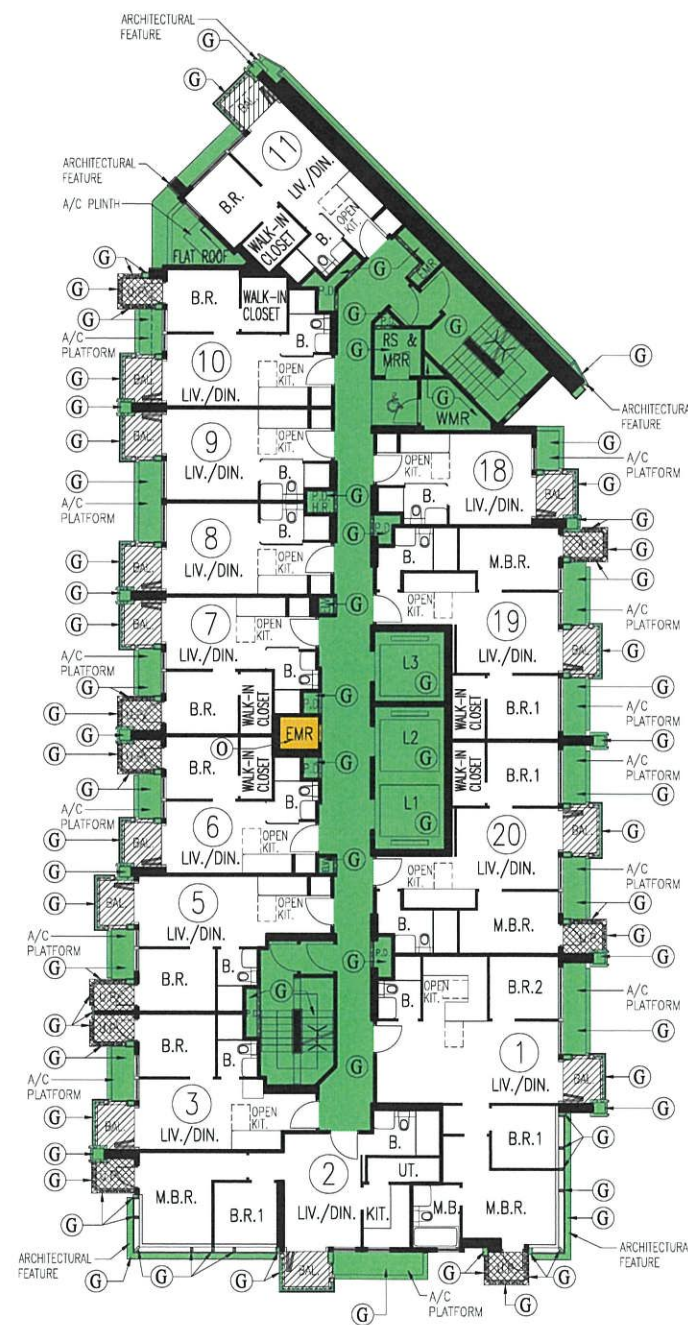
JUNE 10, 2022

# TOWER A FLOOR PLAN

5/F PLAN (4/F OMITTED)

(PLAN NO. DMC-07)

FSSTL 262, MA SIK ROAD, FANLING, N.T.



## LEGEND:

- O ESTATE COMMON AREAS
- G RESIDENTIAL COMMON AREAS IN PHASE 1
- BAL BALCONY (NON-ENCLOSED AREAS)
- UT UTILITY PLATFORM (NON-ENCLOSED AREAS)
- A/C PLATFORM AIR CONDITIONER (AC) PLATFORM

## NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

*[Signature]*

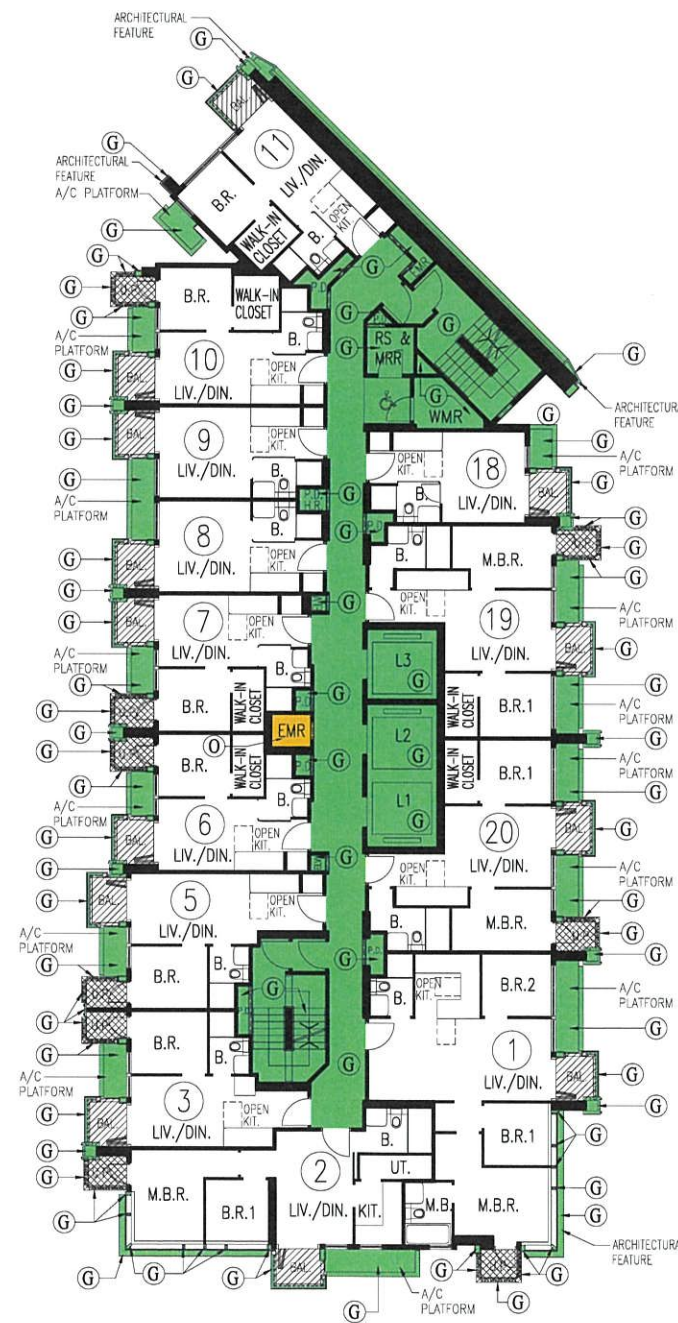
CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
 AUTHORIZED PERSON – ARCHITECT  
 JUNE 10, 2022



# TOWER A FLOOR PLAN

6/F - 7/F PLAN  
(PLAN NO. DMC-08)

FSSTL 262, MA SIK ROAD, FANLING, N.T.



## LEGEND:

- O ESTATE COMMON AREAS
- G RESIDENTIAL COMMON AREAS IN PHASE 1
- BALCONY (NON-ENCLOSED AREAS)
- UTILITY PLATFORM (NON-ENCLOSED AREAS)
- A/C PLATFORM AIR CONDITIONER (AC) PLATFORM

## NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

*[Signature]*

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON - ARCHITECT  
JUNE 10, 2022

## TOWER A FLOOR PLAN

### 8/F PLAN

(PLAN NO. DMC-09)

FSSTL 262, MA SIK ROAD, FANLING, N.T.



#### LEGEND:

- ESTATE COMMON AREAS
- RESIDENTIAL COMMON AREAS IN PHASE 1
- BALCONY (NON-ENCLOSED AREAS)
- UTILITY PLATFORM (NON-ENCLOSED AREAS)
- A/C PLATFORM AIR CONDITIONER (AC) PLATFORM

#### NOTES:

- NOT TO SCALE
- FOR IDENTIFICATION PURPOSE ONLY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

**CHAU TAK HO**

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON - ARCHITECT  
JUNE 10, 2022



## TOWER A FLOOR PLAN

9/F - 21/F PLAN (13/F & 14/F OMITTED)  
(PLAN NO. DMC-10)

FSSTL 262, MA SIK ROAD, FANLING, N.T.



### LEGEND:

- O ESTATE COMMON AREAS
- G RESIDENTIAL COMMON AREAS IN PHASE 1
- BALCONY (NON-ENCLOSED AREAS)
- UTILITY PLATFORM (NON-ENCLOSED AREAS)
- A/C PLATFORM AIR CONDITIONER (AC) PLATFORM

### NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

**CHAU TAK HO**

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON - ARCHITECT  
JUNE 10, 2022

## TOWER A FLOOR PLAN

22/F PLAN

(PLAN NO. DMC-11)

FSSTL 262, MA SIK ROAD, FANLING, N.T.



### LEGEND:

	ESTATE COMMON AREAS
	RESIDENTIAL COMMON AREAS IN PHASE 1
	BALCONY (NON-ENCLOSED AREAS)
	UTILITY PLATFORM (NON-ENCLOSED AREAS)
	AIR CONDITIONER (AC) PLATFORM
	THE ACCESS AND WORKING SPACE OF THE CONCEALED DRAINAGE PIPES
	GONDOLA POSITION

### NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY

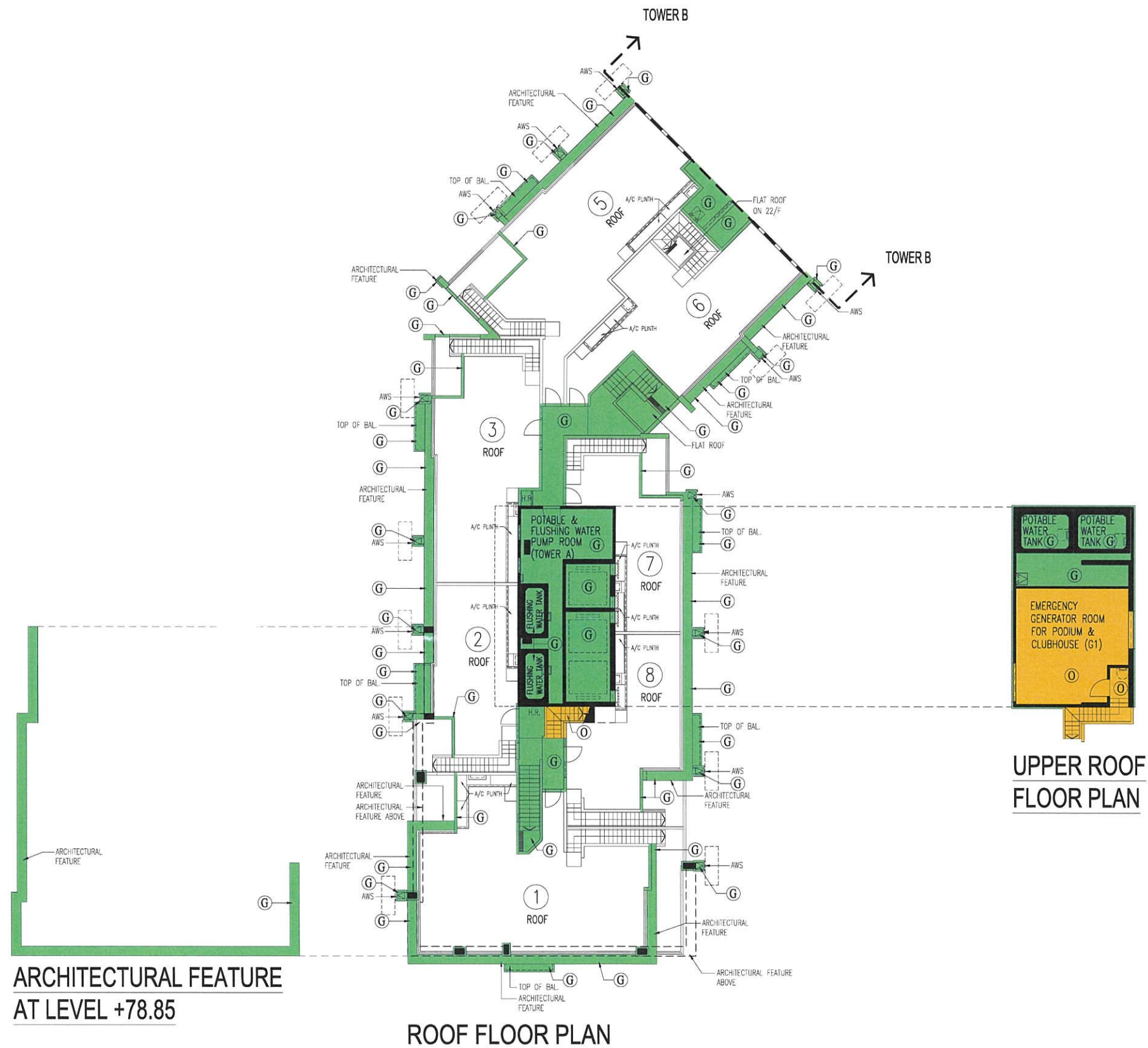


I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON – ARCHITECT

JUNE 10, 2022



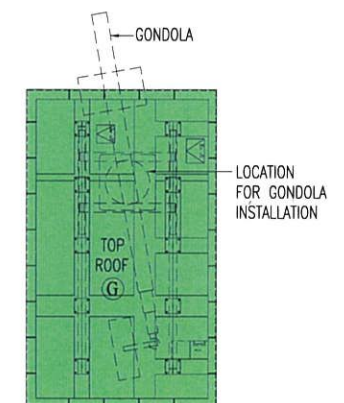


#### LEGEND:

- O ESTATE COMMON AREAS
- G RESIDENTIAL COMMON AREAS IN PHASE 1
- AWS THE ACCESS AND WORKING SPACE OF THE CONCEALED DRAINAGE PIPES
- GONDOLA POSITION

#### NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

**CHAU TAK HO**

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON – ARCHITECT

JUNE 10, 2022

## TOWER A FLOOR PLAN

### ROOF FLOOR PLAN, UPPER ROOF FLOOR PLAN & TOP ROOF FLOOR PLAN

(PLAN NO. DMC-12)

FSSTL 262, MA SIK ROAD, FANLING, N.T.

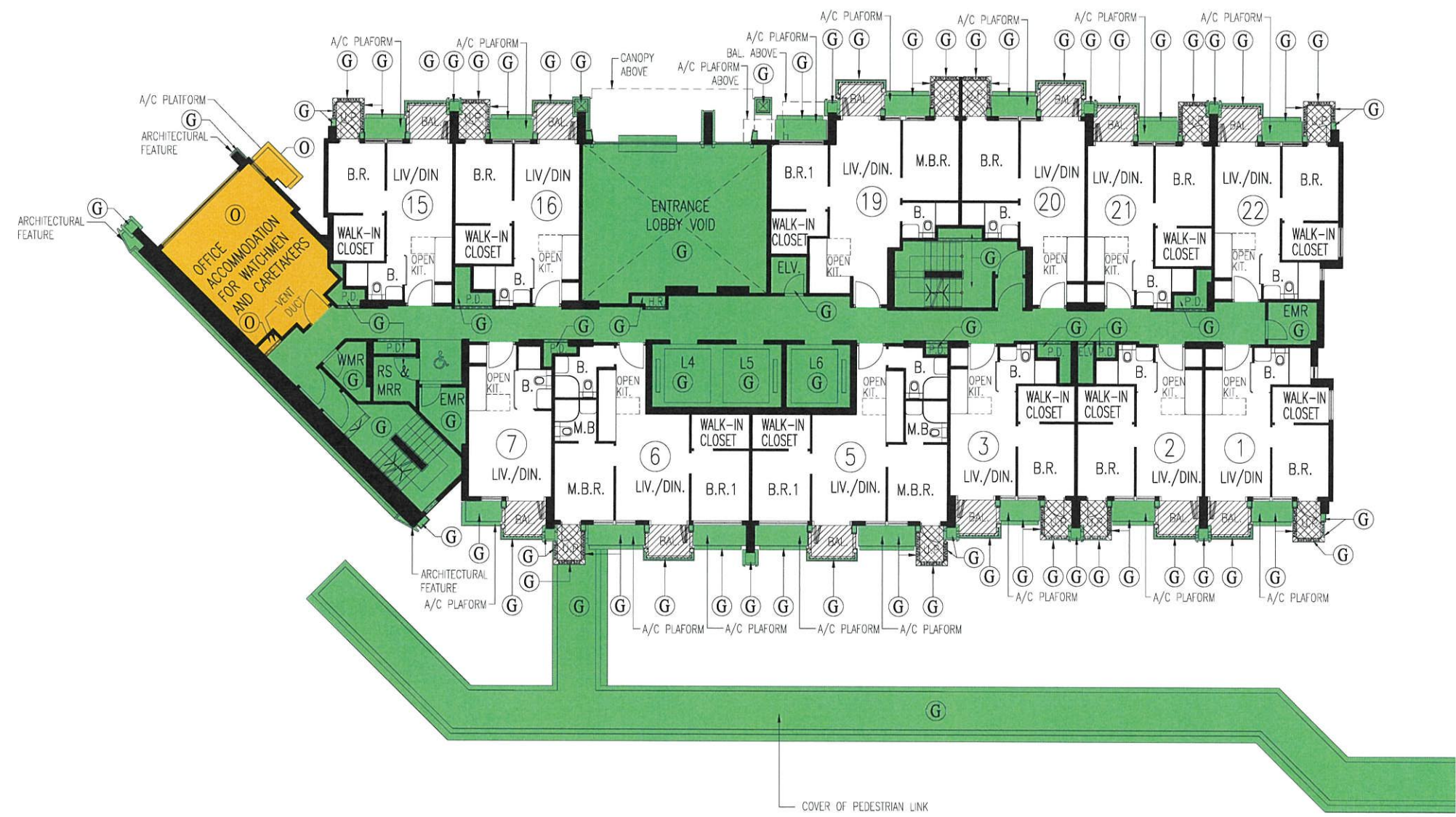




JUNE 10, 2022



TOWER B FLOOR PLAN  
1/F PLAN  
(PLAN NO. DMC-14)  
FSSTL 262, MA SIK ROAD, FANLING, N.T.



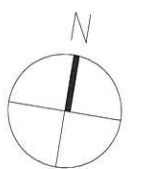
- LEGEND:
- (O) ESTATE COMMON AREAS
  - (G) RESIDENTIAL COMMON AREAS IN PHASE 1
  - BAL BALCONY (NON-ENCLOSED AREAS)
  - U.P. UTILITY PLATFORM (NON-ENCLOSED AREAS)
  - A/C PLATFORM AIR CONDITIONER (AC) PLATFORM

- NOTES:
- 1. NOT TO SCALE
  - 2. FOR IDENTIFICATION PURPOSE ONLY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

**CHAU TAK HO**

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON - ARCHITECT  
JUNE 10, 2022





TOWER B FLOOR PLAN






2/F PLAN

(PLAN NO. DMC-15)

FSSTL 262, MA SIK ROAD, FANLING, N.T.



LEGEND:

-  ESTATE COMMON AREAS
-  RESIDENTIAL COMMON AREAS IN PHASE 1
-  BALCONY (NON-ENCLOSED AREAS)
-  UTILITY PLATFORM (NON-ENCLOSED AREAS)
-  AIR CONDITIONER (AC) PLATFORM

NOTES:

- 1. NOT TO SCALE
- 2. FOR IDENTIFICATION PURPOSE ONLY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN



CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON - ARCHITECT  
JUNE 10, 2022



**TOWER B FLOOR PLAN**  
**3/F - 7/F PLAN (4/F OMITTED)**  
 (PLAN NO. DMC-16)  
**FSSTL 262, MA SIK ROAD, FANLING, N.T.**

**LEGEND:**

- |  |  |
|--|--|
|  | RESIDENTIAL COMMON AREAS IN PHASE 1        |
|  | BALCONY (NON-ENCLOSED AREAS)               |
|  | UTILITY PLATFORM (NON-ENCLOSED AREAS)      |
|  | A/C PLATFORM AIR CONDITIONER (AC) PLATFORM |

**NOTES:**

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY

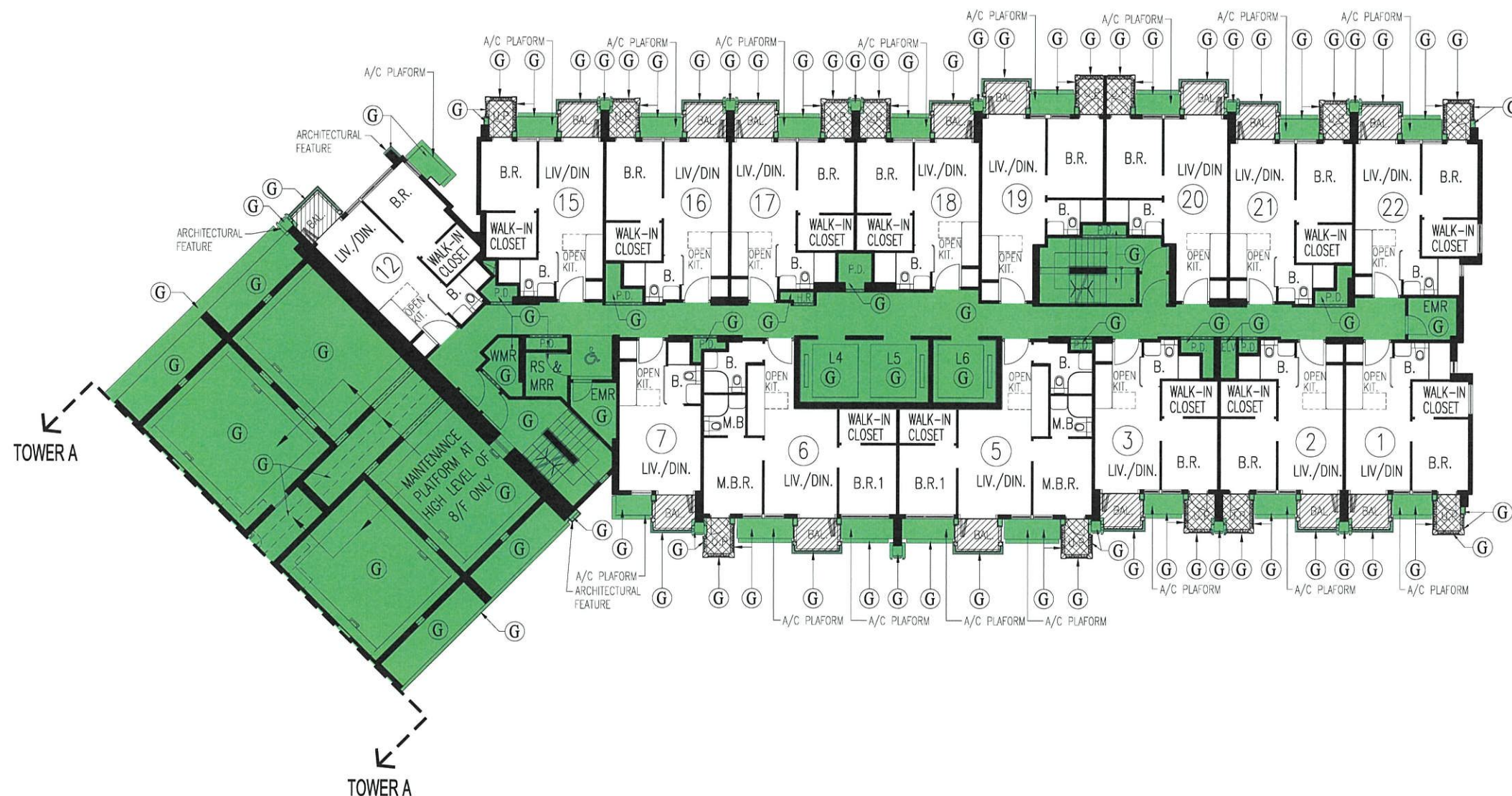


I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

**CHAU TAK HO**

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
 AUTHORIZED PERSON - ARCHITECT  
 JUNE 10, 2022





## TOWER B FLOOR PLAN

8/F PLAN

(PLAN NO. DMC-17)

FSSTL 262, MA SIK ROAD, FANLING, N.T.

### LEGEND:

	RESIDENTIAL COMMON AREAS IN PHASE 1
	BALCONY (NON-ENCLOSED AREAS)
	UTILITY PLATFORM (NON-ENCLOSED AREAS)
	A/C PLATFORM
	AIR CONDITIONER (AC) PLATFORM

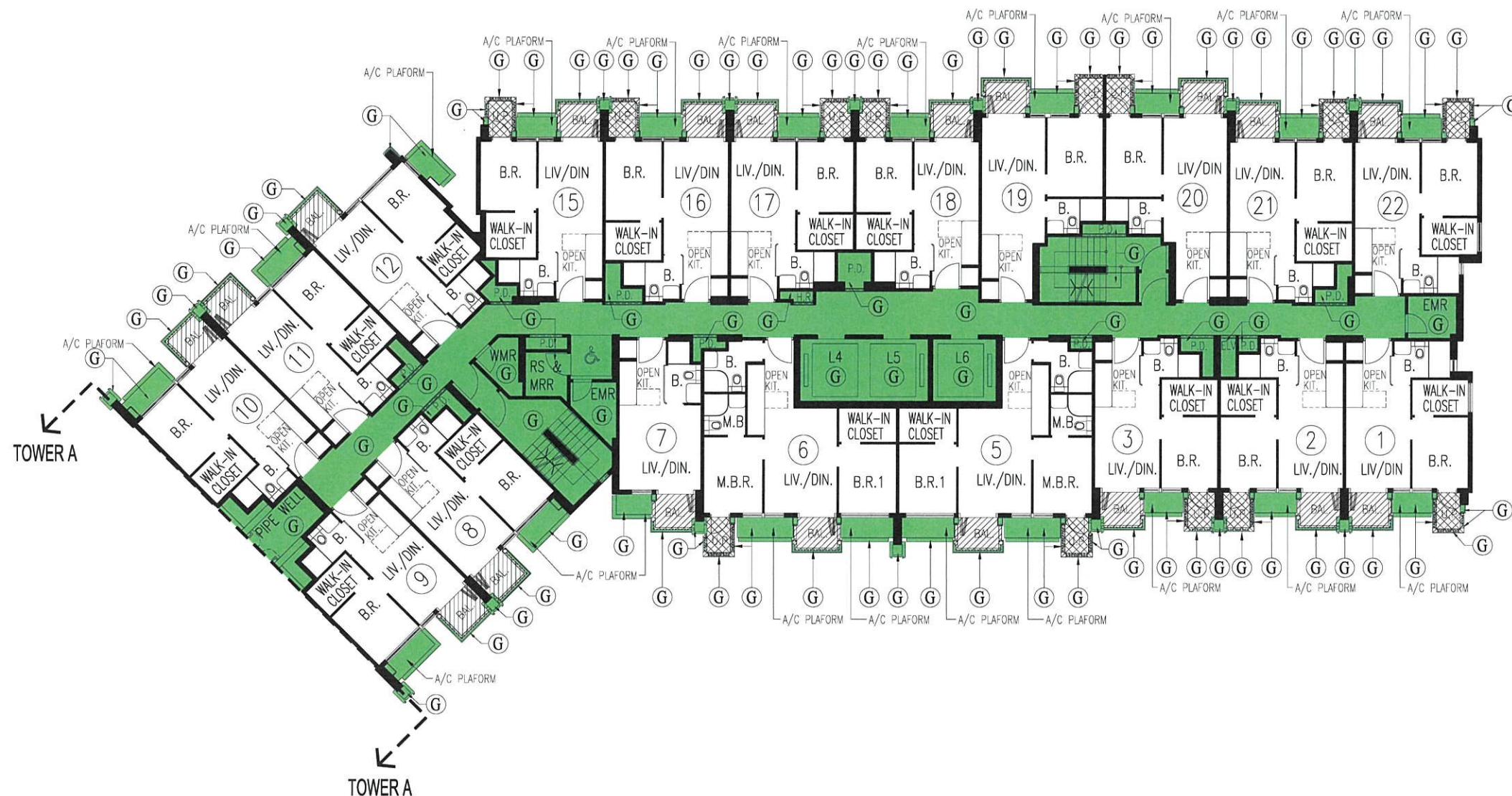
### NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON - ARCHITECT  
JUNE 10, 2022





## TOWER B FLOOR PLAN

9/F - 21/F PLAN (13/F & 14/F OMITTED)

(PLAN NO. DMC-18)

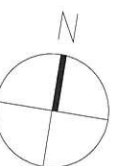
FSSTL 262, MA SIK ROAD, FANLING, N.T.

### LEGEND:

	RESIDENTIAL COMMON AREAS IN PHASE 1
	BALCONY (NON-ENCLOSED AREAS)
	UTILITY PLATFORM (NON-ENCLOSED AREAS)
	A/C PLATFORM
	AIR CONDITIONER (AC) PLATFORM

### NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

**CHAU TAK HO**

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON - ARCHITECT

JUNE 10, 2022





# TOWER B FLOOR PLAN

22/F PLAN

(PLAN NO. DMC-19)

FSSTL 262, MA SIK ROAD, FANLING, N.T.

## LEGEND:

	RESIDENTIAL COMMON AREAS IN PHASE 1
	BALCONY (NON-ENCLOSED AREAS)
	UTILITY PLATFORM (NON-ENCLOSED AREAS)
	A/C PLATFORM
	THE ACCESS AND WORKING SPACE OF THE CONCEALED DRAINAGE PIPES
	GONDOLA POSITION

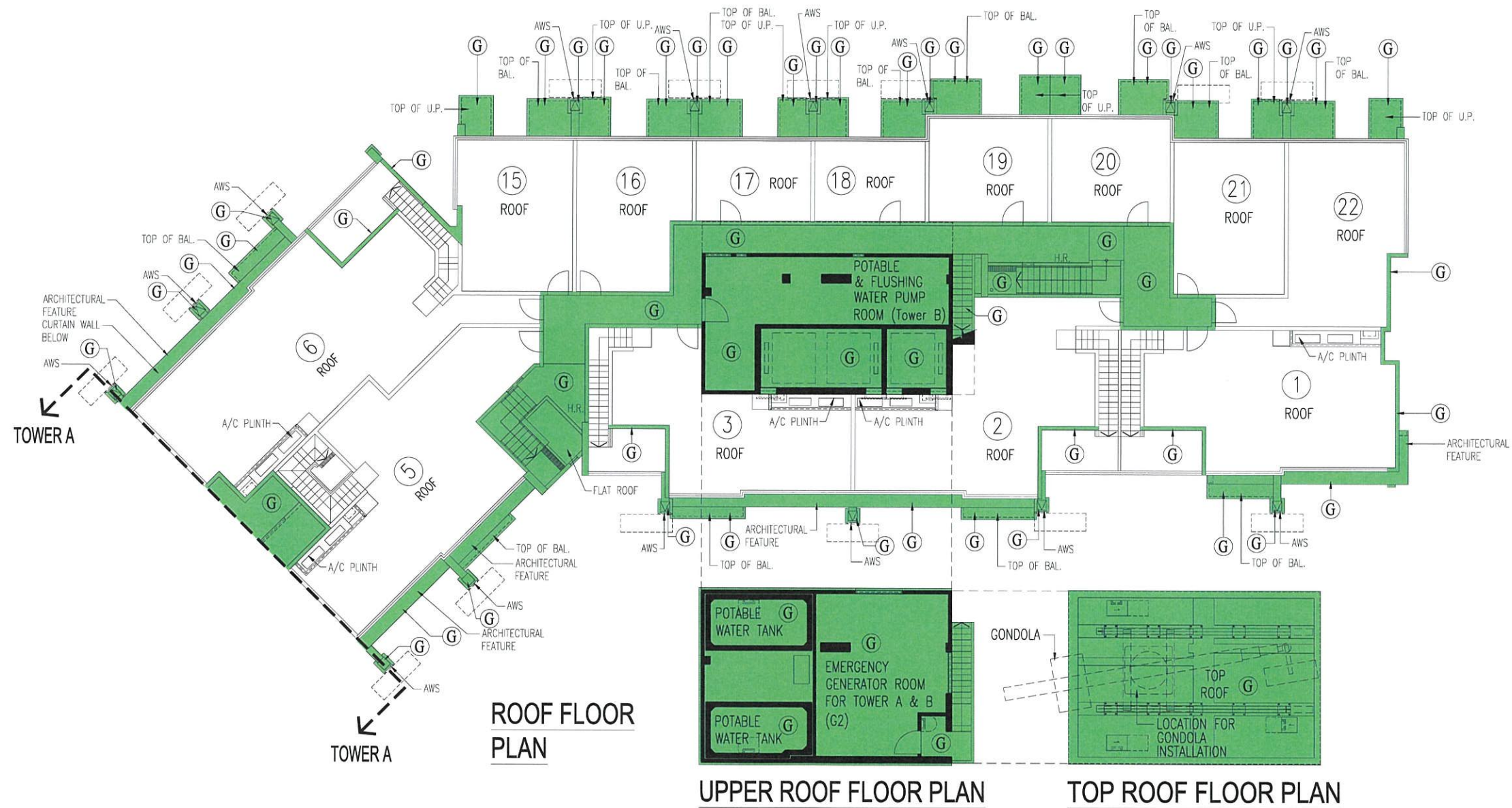
## NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
 AUTHORIZED PERSON - ARCHITECT  
 JUNE 10, 2022









## TOWER C FLOOR PLAN

### G/F PLAN

(PLAN NO. DMC-21)

FSSTL 262, MA SIK ROAD, FANLING, N.T.

#### LEGEND:

- O ESTATE COMMON AREAS
- G RESIDENTIAL COMMON AREAS IN PHASE 1
- LG RESIDENTIAL COMMON AREAS IN PHASE 2 AND PHASE 3
- I CAR PARK COMMON AREAS
- LG MAINTENANCE AREAS OF UNDERGROUND PIPES IN PHASE 2 AND PHASE 3
- A/C PLATFORM AIR CONDITIONER (AC) PLATFORM

#### NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

*[Signature]*

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON - ARCHITECT

JUNE 10, 2022





# TOWER C FLOOR PLAN

1/F PLAN

(PLAN NO. DMC-22)

FSSTL 262, MA SIK ROAD, FANLING, N.T.

## LEGEND:

	RESIDENTIAL COMMON AREAS IN PHASE 1
	RESIDENTIAL COMMON AREAS IN PHASE 2 AND PHASE 3
	BALCONY (NON-ENCLOSED AREAS)
	UTILITY PLATFORM (NON-ENCLOSED AREAS)
	A/C PLATFORM
	AIR CONDITIONER (AC) PLATFORM

## NOTES:

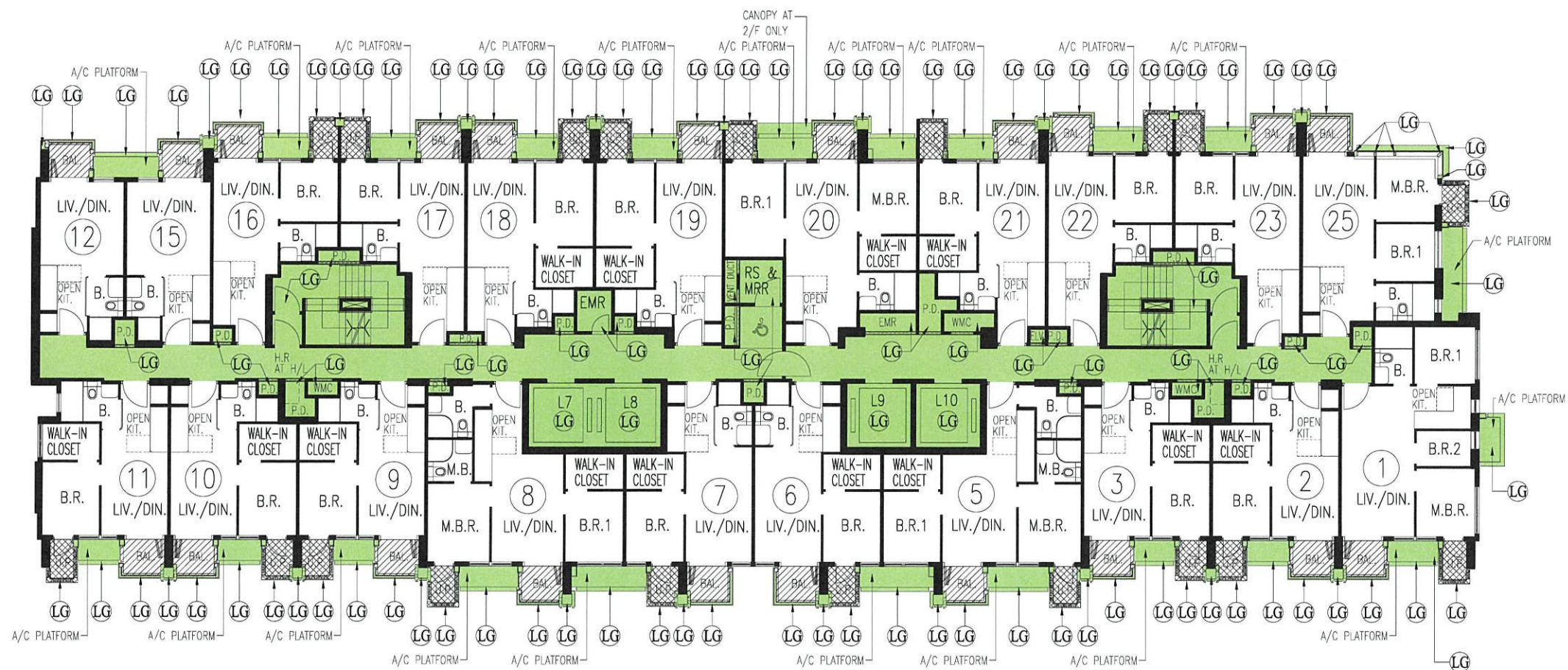
1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON - ARCHITECT

JUNE 10, 2022





# TOWER C FLOOR PLAN

2/F - 21/F PLAN (4/F,13/F,14/F OMITTED)

(PLAN NO. DMC-23)

FSSTL 262, MA SIK ROAD, FANLING, N.T.

## LEGEND:

- LG RESIDENTIAL COMMON AREAS IN PHASE 2 AND PHASE 3
- BAL BALCONY (NON-ENCLOSED AREAS)
- U.P. UTILITY PLATFORM (NON-ENCLOSED AREAS)
- A/C PLATFORM AIR CONDITIONER (AC) PLATFORM

## NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

**CHAU TAK HO**

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON – ARCHITECT

JUNE 10, 2022





# TOWER C FLOOR PLAN

22/F PLAN

(PLAN NO. DMC-24)

FSSTL 262, MA SIK ROAD, FANLING, N.T.

## LEGEND:

	RESIDENTIAL COMMON AREAS IN PHASE 2 AND PHASE 3
	BALCONY (NON-ENCLOSED AREAS)
	UTILITY PLATFORM (NON-ENCLOSED AREAS)
	AIR CONDITIONER (AC) PLATFORM
	THE ACCESS AND WORKING SPACE OF THE CONCEALED DRAINAGE PIPES
	GONDOLA POSITION

## NOTES:

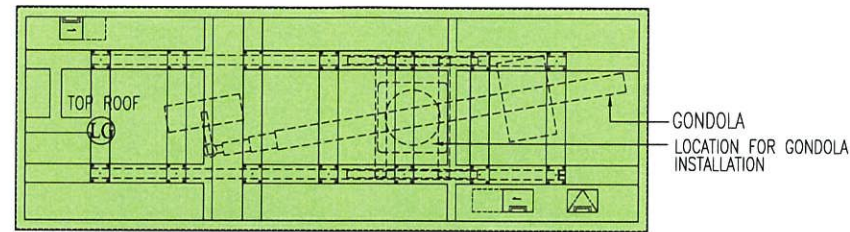
- NOT TO SCALE
- FOR IDENTIFICATION PURPOSE ONLY



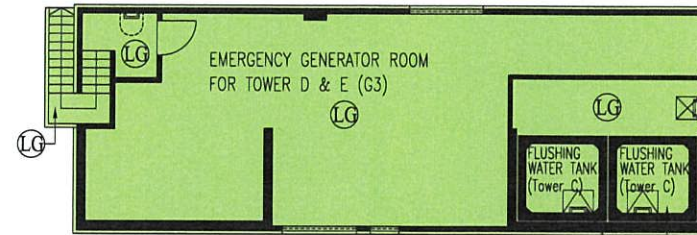
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON – ARCHITECT  
JUNE 10, 2022

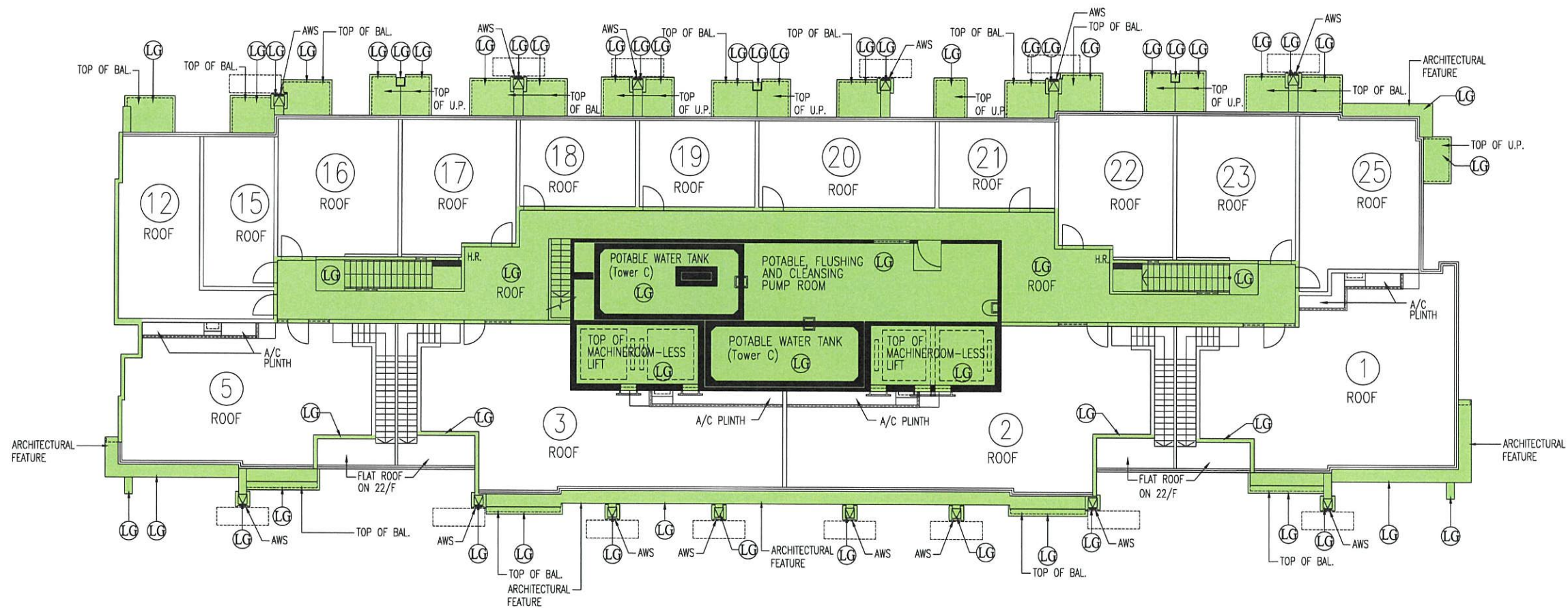




TOP ROOF FLOOR PLAN





UPPER ROOF FLOOR PLAN



ROOF FLOOR PLAN

LEGEND:

-  RESIDENTIAL COMMON AREAS IN PHASE 2 AND PHASE 3
- AWS THE ACCESS AND WORKING SPACE OF THE CONCEALED DRAINAGE PIPES
-  GONDOLA POSITION

NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN



CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON - ARCHITECT  
DECEMBER 06, 2022

TOWER C FLOOR PLAN

ROOF FLOOR PLAN, UPPER ROOF FLOOR PLAN & TOP ROOF FLOOR PLAN  
(PLAN NO. DMC-25)

FSSTL 262, MA SIK ROAD, FANLING, N.T.





## TOWER D FLOOR PLAN

G/F PLAN

(PLAN NO. DMC-26)

FSSTL 262, MA SIK ROAD, FANLING, N.T.

### LEGEND:

	ESTATE COMMON AREAS
	RESIDENTIAL COMMON AREAS IN PHASE 1
	RESIDENTIAL COMMON AREAS IN PHASE 2 AND PHASE 3
	CAR PARK COMMON AREAS
	MAINTENANCE AREAS OF UNDERGROUND PIPES IN PHASE 2 AND PHASE 3

### NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON – ARCHITECT

JUNE 10, 2022



# TOWER D FLOOR PLAN

1/F PLAN

(PLAN NO. DMC-27)

FSSTL 262, MA SIK ROAD, FANLING, N.T.



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

**CHAU TAK HO**

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON - ARCHITECT

JUNE 10, 2022







# TOWER D FLOOR PLAN

17/F PLAN

(PLAN NO. DMC-29)

FSSTL 262, MA SIK ROAD, FANLING, N.T.

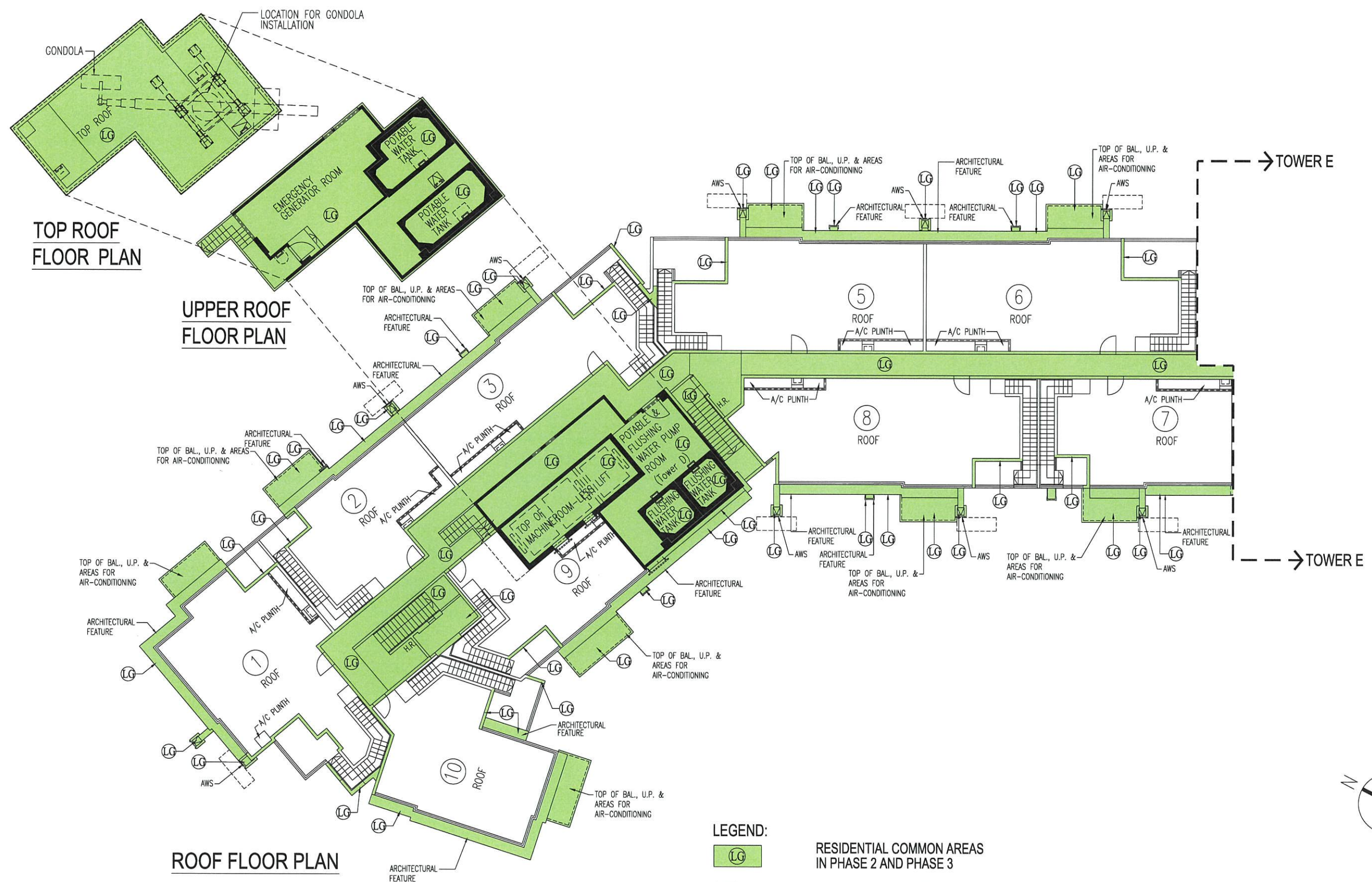


I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON - ARCHITECT

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON - ARCHITECT  
JUNE 10, 2022





# **TOWER D FLOOR PLAN**

## **ROOF FLOOR PLAN, UPPER ROOF FLOOR PLAN & TOP ROOF FLOOR PLAN**

(PLAN NO. DMC-30)

**FSSTL 262, MA SIK ROAD, FANLING, N.T.**

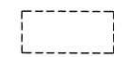
### **LEGEND:**



RESIDENTIAL COMMON AREAS  
IN PHASE 2 AND PHASE 3

AWS

THE ACCESS AND WORKING  
SPACE OF THE CONCEALED DRAINAGE PIPES



GONDOLA POSITION

### **NOTES:**

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

*[Handwritten Signature]*

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON – ARCHITECT  
DECEMBER 06, 2022





# TOWER E FLOOR PLAN

G/F PLAN

(PLAN NO. DMC-31)

FSSTL 262, MA SIK ROAD, FANLING, N.T.

## LEGEND:

- O ESTATE COMMON AREAS
- G RESIDENTIAL COMMON AREAS IN PHASE 1
- LG RESIDENTIAL COMMON AREAS IN PHASE 2 AND PHASE 3
- I CAR PARK COMMON AREAS
- LG MAINTENANCE AREAS OF UNDERGROUND PIPES IN PHASE 2 AND PHASE 3

## NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

**II**

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON – ARCHITECT

JUNE 10, 2022



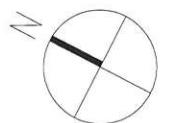


#### LEGEND:

- RESIDENTIAL COMMON AREAS IN PHASE 1
- RESIDENTIAL COMMON AREAS IN PHASE 2 AND PHASE 3
- BALCONY (NON-ENCLOSED AREAS)
- UTILITY PLATFORM (NON-ENCLOSED AREAS)

#### NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



## TOWER E FLOOR PLAN

1/F PLAN

(PLAN NO. DMC-32)

FSSTL 262, MA SIK ROAD, FANLING, N.T.

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

**II**

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON - ARCHITECT

JUNE 10, 2022









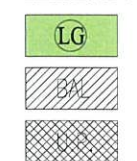
## TOWER E FLOOR PLAN

17/F PLAN

(PLAN NO. DMC-34)

FSSTL 262, MA SIK ROAD, FANLING, N.T.

### LEGEND:



AWS



RESIDENTIAL COMMON AREAS  
IN PHASE 2 AND PHASE 3

BALCONY (NON-ENCLOSED AREAS)

UTILITY PLATFORM (NON-ENCLOSED AREAS)

THE ACCESS AND WORKING  
SPACE OF THE CONCEALED DRAINAGE PIPES

GONDOLA POSITION

### NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY

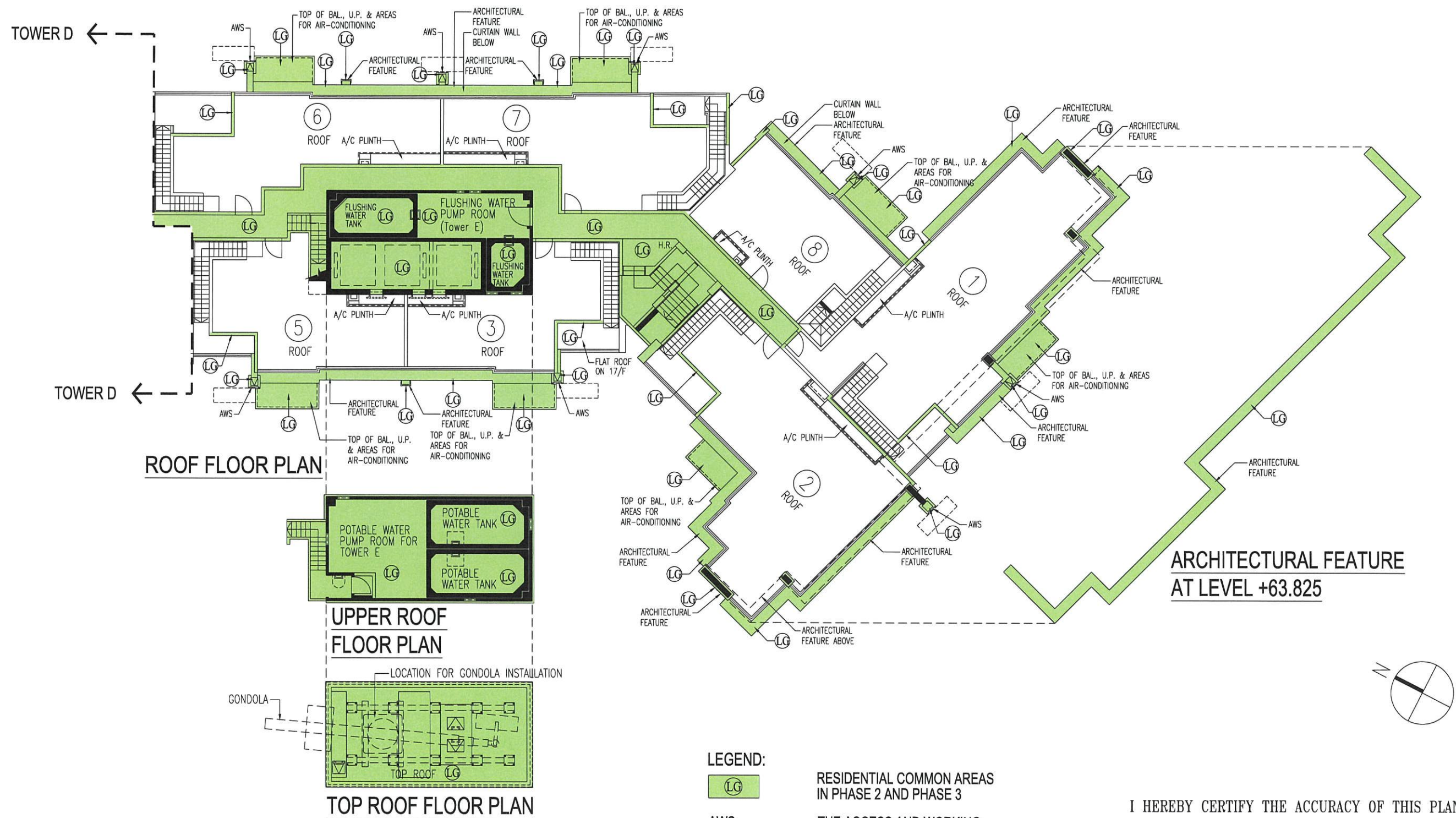
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

**II**

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON - ARCHITECT

JUNE 10, 2022









**CLUBHOUSE FLOOR PLAN**  
**G/F PLAN**  
 (PLAN NO. DMC-36)  
 FSSTL 262, MA SIK ROAD, FANLING, N.T.

**LEGEND:**

- ① ESTATE COMMON AREAS
- ② RECREATIONAL AREAS AND FACILITIES  
(FORMING PART OF RESIDENTIAL COMMON AREAS)
- ③ CAR PARK COMMON AREAS

**NOTES:**

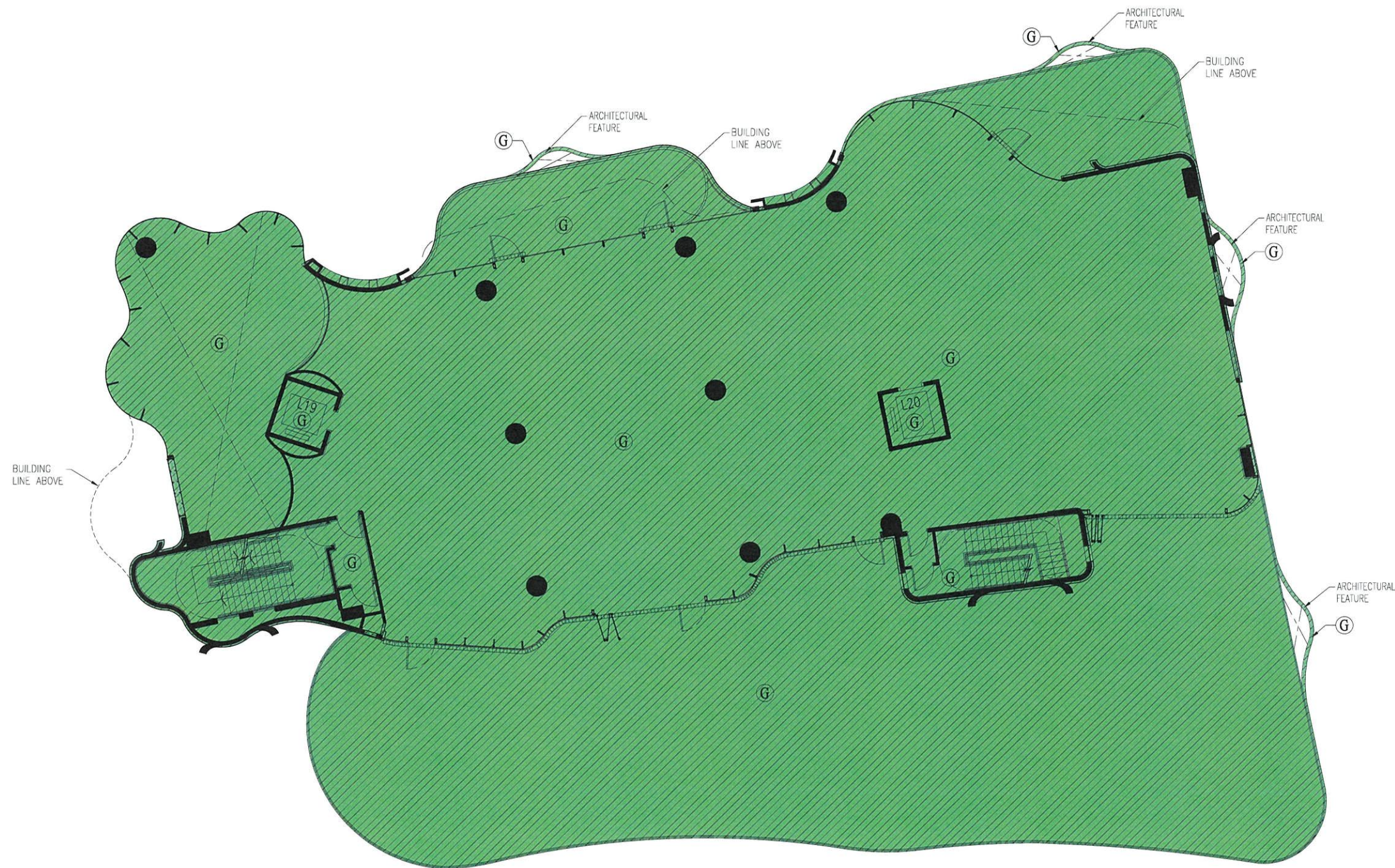
- 1. NOT TO SCALE
- 2. FOR IDENTIFICATION PURPOSE ONLY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

*[Signature]*

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
 AUTHORIZED PERSON – ARCHITECT  
 JULY 08, 2022





# CLUBHOUSE FLOOR PLAN

1/F PLAN

(PLAN NO. DMC-37)

FSSTL 262, MA SIK ROAD, FANLING, N.T.

## LEGEND:



RECREATIONAL AREAS AND FACILITIES  
(FORMING PART OF RESIDENTIAL COMMON AREAS)

## NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

**CH**

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON – ARCHITECT  
JUNE 10, 2022





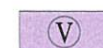




# GREENERY AREA PLAN (PPLAN NO. DMC-39)

FSSTL 262, MA SIK ROAD, FANLING, N.T.

## LEGEND:



GREENERY AREA  
\* (TOTAL 3294.161 sq. m.)

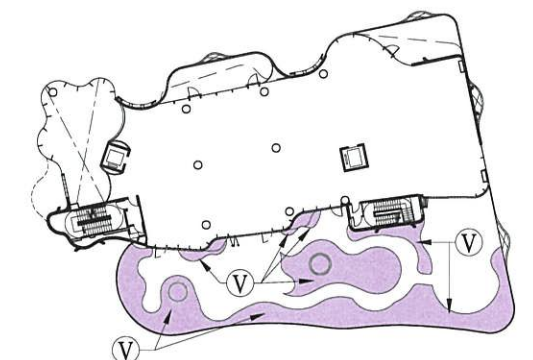


VERTICAL GREENING

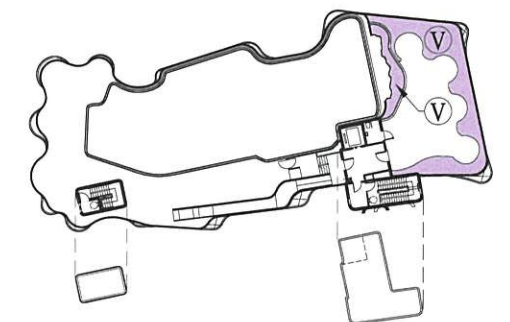
\* TOTAL GREENERY AREAS INCLUDING VERTICAL GREEN

## NOTES:

1. NOT TO SCALE
2. FOR IDENTIFICATION PURPOSE ONLY



CLUBHOUSE 1/F PLAN



CLUBHOUSE R/F PLAN



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

**CHAU TAK HO**

CHAU TAK HO KENNETH R.I.B.A. F.H.K.I.A.  
AUTHORIZED PERSON – ARCHITECT  
JUNE 10, 2022