

DATED the 2nd day of January 2014

CENTURY RISE LIMITED

and

and

**THE GRACES - PROVIDENCE BAY
PROPERTY MANAGEMENT COMPANY LIMITED**

**DEED OF MUTUAL COVENANT
AND MANAGEMENT AGREEMENT**

of

**THE GRACES · PROVIDENCE BAY (海鑽 · 天賦海灣),
No.9 Fo Chun Road, Tai Po, New Territories, Hong Kong
erected on**

Tai Po Town Lot No.I87

**BAKER & MCKENZIE
14th Floor, Hutchison House
Hong Kong**

Ref: AWL/ELC/SMW/32235353-000001
CON: 70364
1101211-v18\HKGUMS

CONTENTS

<u>Number</u>	<u>Clause Heading</u>	<u>Page</u>
1.	DEFINITIONS.....	I
2.	INTERPRETATION.....	12
3.	RECITALS	14
3.1	First Owner's title	14
3.2	The Development.....	14
3.3	Allocation of Shares and Management Shares	14
3.4	Assignment to the First Assignee	14
3.5	Purpose of Deed.....	14
3.6	Assignment of Common Areas Shares	14
4.	RIGHTS AND OBLIGATIONS OF OWNERS.....	14
4.1	First Owner	14
4.2	First Assignee.....	15
4.3	Rights of all Owners	15
4.4	Owners bound by this Deed.....	15
4.5	Right to assign without reference to other Owners.....	15
4.6	Right to Occupy not to be dealt with separately from Shares.....	15
4.7	Owner to be responsible for acts or omissions of occupiers.....	15
5.	ADDITIONAL RIGHTS	15
5.1	First Owner	15
5.2	Owner of the Commercial Unit.....	15
6.	POWER OF ATTORNEY.....	16
6.1	Power	16
6.2	Covenant in assignment.....	16
7.	APPOINTMENT OF MANAGER.....	17
7.1	Appointment of the Company as Manager	17
7.2	Termination of Manager's Appointment by the Manager or Owner's Committee.....	18
7.3	Termination of Manager's appointment by Owners' Corporation	18
7.4	Obligations after Manager's appointment ends	20
8.	DUTIES AND POWERS OF MANAGER.....	21
8.1	General Management.....	21
8.2	Manager's acts and decisions binding on Owners.....	21
8.3	Manager not liable to Owners except in certain circumstances.....	21
8.4	Limitation of Manager's power on improvements to Common Areas	22
8.5	Works.....	22
8.6	Compliance with Land Grant.....	22
8.7	Communications among Owners.....	22

9.	MANAGER'S REMUNERATION.....	22
9.1	Manager's Remuneration.....	22
9.2	Manner of Payment.....	22
9.3	Increase in monthly deduction.....	23
9.4	Year-end adjustments.....	23
9.5	Other Expenses.....	24
10.	MANAGEMENT EXPENSES.....	24
10.1	Management Expenses.....	24
10.2	Budget.....	25
10.3	Payment of Monthly Management Fees.....	26
10.4	Special Fund.....	31
10.5	Management Fees Deposits and Common Utilities Deposits.....	36
10.6	Owners' interest in Management Funds.....	37
10.7	Debris Removal Charge.....	39
10.8	Manager's discretion in respect of contributions.....	39
10.9	Notional credits.....	39
10.10	Contracts entered into by Manager.....	40
10.11	Shares held by First Owner.....	42
10.12	Interest and Collection Charge on late payment.....	42
10.13	Civil action taken by Manager.....	43
10.14	Registration of Charge against Shares of defaulting Owner.....	43
10.15	Order for sale.....	43
10.16	Keeping of accounts.....	43
10.17	Manager to open and maintain bank account.....	45
10.18	Inspection of accounts.....	45
10.19	Financial Year.....	46
11.	OWNERS' MEETINGS.....	46
11.1	First and Subsequent Meetings.....	46
11.2	Convening.....	46
11.3	Notice.....	46
11.4	Service of notice.....	47
11.5	Quorum.....	47
11.6	Chairman.....	47
11.7	Record.....	47
11.8	Voting.....	47
11.9	Proxies.....	48
11.10	Procedure.....	48
11.11	Resolutions.....	48
11.12	Lack of notice.....	50
12.	OWNERS' COMMITTEE.....	50
12.1	Election & meetings.....	50
12.2	Functions.....	51
12.3	Remuneration.....	52
12.4	Membership.....	52
12.5	Eligibility for election.....	52
12.6	Removal of Committee members.....	53
12.7	Election of the Chairman.....	56

12.8	Resolutions.....	57
12.9	Records and Minutes.....	58
12.10	Contracts entered into by the Owners' Committee.....	58
13.	EXTINGUISHMENT OF RIGHTS	59
13.1	Damage to Development.....	59
13.2	Provisions applicable to meeting	59
14.	MISCELLANEOUS PROVISIONS.....	61
14.1	Owners to notify Manager when ceasing to be Owner.....	61
14.2	Common Areas Shares held by Manager.....	61
14.3	No conflict with Land Grant.....	62
14.4	Cessation of liabilities.....	62
14.5	Public notice boards etc.	62
14.6	Service of Notice.....	62
14.7	Co-Owners and Owners of Sub-divided Units	62
14.8	Deed binding on executors etc.	63
14.9	Chinese translation and copies of the Plans.	63
14.10	Owners' Corporation	64
14.11	Works and Installations.....	64
14.12	Certain Common Areas.....	66
Schedule 1	Allocation of Shares.....	67
Schedule 2	Management Shares.....	71
Schedule 3	Part A - Rights of Owners.....	75
	Part B - Rights to which Owners are Subject.....	76
Schedule 4	Common Areas	77
Schedule 5	Owners' Covenants.....	79
Schedule 6	Additional Rights.....	86
	Part A - Additional Rights of the First Owner	86
	Part B - Additional Rights of the Owner of A Commercial Unit.....	89
Schedule 7	Powers of Manager.....	91
Schedule 8	Works and installations.....	101
Execution		102
Appendix 1 The Plans.....		104
Appendix 2 NIAR		105

THIS DEED is made on the 2nd day of January 2014

BETWEEN:

- (1) **CENTURY RISE LIMITED**, whose registered office is situate at 12th Floor, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon (the "**First Owner**");
- (2) and
both of Flat on the Floor of Tower The Graces - Providence Bay, No.9 Fo Chun Road, Tai Po, New Territories, Hong Kong (the "**First Assignee**"); and
- (3) **THE GRACES - PROVIDENCE BAY PROPERTY MANAGEMENT COMPANY LIMITED**, whose registered office is situate at 12th Floor, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon (the "**Company**").

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS

In this Deed the following definitions apply unless the context otherwise requires:

"**Advance Payment**" means a sum equal to 2 months' Monthly Management Fees payable for a Unit during the first Financial Year;

"**Authorized Person**" means Will Barry Fegan of WCWP International Limited of 11 Floor, Skyway House, 3 Sham Mong Road, Tai Kok Tsui, Kowloon, Hong Kong or any other authorized person as defined in Section 2(1) of the Buildings Ordinance (Cap. 123) of the Laws of Hong Kong for the time being appointed by the First Owner in his place;

"**Budget**" means, in relation to a Financial Year, the budget of the Management Expenses which is prepared and sent or (as the case may be) displayed in accordance with Clause 10.2(a) by the Manager and has not been rejected under Clause 10.2(e), including all revisions thereto made in compliance with Clause 10.2(c); and "**approval**", when used in relation to the Budget, means the preparation and sending or (as the case may be) displaying of the budget in accordance with Clause 10.2(a) and the fact of its not being rejected under Clause 10.2(e) and "**approve**", when used in relation to the Budget, shall be construed accordingly;

"**Building Plans**" means the plans for the development of the Development approved by the Director of Buildings and all approved amendments thereto;

"**Commercial Common Areas**" means those Common Areas which are, in the opinion of the Manager, provided or installed for the common use and benefit of Owners, occupiers, licensees and invitees of different Commercial Units; and shall include:

- (a) those areas of the Development which are (for identification purpose) coloured pink on the Plans (the "**Coloured Areas**" in this definition);

- (b) any water-proofing system on the top of the floor slab of any Coloured Areas;
- (c) the Disabled Parking Spaces and the loading and unloading spaces which are coloured pink on the Plans; and
- (d) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively any or some of the Coloured Areas;

“Commercial Management Expenses” means all Management Expenses which are, in the opinion of the Manager, attributable to the Commercial Common Areas or for the common benefit of Owners, occupiers, licensees and invitees of different Commercial Units;

“Commercial Unit” means a non-domestic unit in the Development in respect of which the Right to Occupy belongs to the Owner of the Shares allocated to such non-domestic unit, including:

- (a) the internal partitions (whether structural or load bearing or not) of that non-domestic unit, and the internal finishes of such non-domestic unit;
- (b) the inner half of any partition (whether structural or load bearing or not and whether full height or not) separating the non-domestic unit from any area coloured as a Common Area on the Plans, domestic unit (or of any balcony, utility platform, flat roof, garden or yard held therewith and forming part thereof), house (or of any balcony, utility platform, flat roof, garden or yard held therewith and forming part thereof) or any other non-domestic unit;
- (c) the upper half of any floor slab and the lower half of any ceiling slab of the non-domestic unit separating that non-domestic unit from any domestic unit (or any balcony, utility platform, flat roof, garden or yard held therewith and forming part thereof), house (or any balcony, utility platform, flat roof, garden or yard held therewith and forming part thereof) or other non-domestic unit and any beam or part of any beam supporting the ceiling slab of the non-domestic unit;
- (d) air-conditioner platforms and plant rooms for the non-domestic unit;
- (e) water-proofing system on the floor slab of the non-domestic unit;
- (f) all glazing, window panes, window frames of the non-domestic unit; and
- (g) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively any or some of the above (including any plinth for the installation or placing of air-conditioner serving exclusively that non-domestic unit);

but shall exclude (notwithstanding paragraphs (a) to (g) of this definition):

- (h) any Conduits located inside such non-domestic unit, which do not exclusively serve that non-domestic unit or any part thereof;

“Common Areas” means all areas, systems, equipment, facilities, machinery, fixtures, fittings, Conduits or other matters in the Land:

- (a) which are intended for the common use and benefit of different Owners, occupiers, licensees and invitees of the Land or any part thereof;
- (b) as will fall within the definition of “common parts” in section 2 of the Ordinance; or
- (c) which are from time to time designated by the First Owner to be Common Areas in accordance with this Deed.

The expression shall include (subject to the provisions of this Deed) the matters referred to in Schedule 4. The expression shall include the Development Common Areas, Residential Common Areas, Flats Common Areas, Houses Common Areas, Parking Common Areas and Commercial Common Areas,. To avoid doubt, the expression shall exclude any system, equipment, facility, machinery, fixture, fitting or Conduit which serves only one Unit;

“Common Areas Shares” means the Shares allocated to the Common Areas under this Deed;

“Common Utilities Deposits” means the water, electricity, gas and other utilities deposits in respect of the Common Areas;

“Conduits” includes sewers, drains, pipes, wires, cables, ducts, risers, gutters, flues, watercourses, fibres and any medium for the passage or transmission of soil, sewage, water, gas, electricity, air, smoke, light, information or other matters, and associated equipment and structures;

“Debris Removal Charge” means (in the case of the Residential Units) a sum equal to one month’s Monthly Management Fees payable for the Residential Unit concerned during the first Financial Year or (in the case of the Commercial Units) a sum equal to one month’s Monthly Management Fees payable for the Commercial Unit during the first Financial Year;

“Decoration Deposit” means the Decoration Deposit referred to in Schedule 7, paragraph 25;

“Development” means the development erected on the Land known as “THE GRACES · PROVIDENCE BAY (海鑽 · 天賦海灣)”, No.9 Fo Chun Road, Tai Po, New Territories; and shall include all systems, equipment, facilities, machinery, fixtures, fittings and Conduits from time to time provided or installed therein;

“Development Common Areas” means those Common Areas which are, in the opinion of the Manager, provided or installed for the common use and benefit of Owners, occupiers, licensees and invitees of different Units; and shall include:

- (a) those areas of the Development which are (for identification purpose) coloured violet on the Plans;
- (b) items excluded from the definition of "House" under paragraphs (p) and (q) of the definition of "House";
- (c) (save to the extent forming part of any Unit, the Residential Common Areas, the Flats Common Areas, the Houses Common Areas, the Parking Common Areas or the Commercial Common Areas) all external walls (including curtain walls and the frames, glass, cast-in anchors and other components of the curtain wall system concerned), the foundation and all structural or load bearing elements of the Development; and
- (d) those Common Areas which:
 - (i) are provided or installed for the common use and benefit of the Owners, occupiers, licensees and invitees of different Residential Units, Parking Spaces and Commercial Units; or
 - (ii) do not form part of the Residential Common Areas, Flats Common Areas, Houses Common Areas, Parking Common Areas and Commercial Common Areas;

"Development Management Expenses" means all Management Expenses which, in the opinion of the Manager:

- (a) are attributable to the Development Common Areas, or for the common benefit of the Owners, occupiers, licensees and invitees of different Residential Units, Parking Spaces and Commercial Units; or
- (b) do not form part of the Residential Management Expenses, Flats Management Expenses, Houses Management Expenses, Parking Management Expenses and Commercial Management Expenses;

"Development Rules" means rules governing the Land from time to time in force made under this Deed;

"Disabled Parking Spaces" means the parking spaces provided under Special Condition No.(19)(c)(i) of the Land Grant, such parking spaces being coloured green or pink on the Plans for identification purpose;

"Estimated Management Expenses" means any of the following (as the case may be):

- (a) the proposed Management Expenses set out in the approved Budget for the Financial Year in question;
- (b) if and for so long as Clause 10.2(b)(i) applies, the Management Expenses (if any) for the previous Financial Year; and

- (c) if and for so long as Clause 10.2(e) applies, the Management Expenses for the previous Financial Year, together with the additional amount permitted under Clause 10.2(e);

and the expressions **"Estimated Development Management Expenses"** and **"Estimated Residential Management Expenses"**, **"Estimated Flats Management Expenses"**, **"Estimated Houses Management Expenses"**, **"Estimated Parking Management Expenses"** and **"Estimated Commercial Management Expenses"** shall be construed accordingly;

"Financial Year" means 1st May to 30th April in any year except that the first Financial Year shall start on the date of this Deed and end on:

- (a) 30th April of the same year; or
- (b) if this Deed is executed after 31st January of that year, 30th April of the next year;

or such other period as may be decided by the Manager under Clause 10.19;

"First Assignee's Unit" means 2,032 Shares and the attached Right to Occupy Flat A on the 6th Floor of Tower 1 of the Development;

"Flat" means a domestic unit in the Development, in respect of which the Right to Occupy belongs to the Owner of the Shares allocated to such domestic unit, including:

- (a) any balcony, utility platform, flat roof, garden or yard held with and forming part of such domestic unit, each balcony or utility platform forming part of any domestic unit is, for the purpose of identification, hatched black (in the case of a balcony) or dashed black (in the case of a utility platform) on the Plans, and railings or glass balustrades (including solid parapets forming parts of the Noise Mitigation Measures) enclosing that balcony, utility platform or flat roof;
- (b) the internal partitions (whether structural or load bearing or not) of such domestic unit (or of any balcony, utility platform, flat roof, garden or yard held with and forming part of the domestic unit), and the internal finishes of such domestic unit (or of any balcony, utility platform, flat roof, garden or yard held with and forming part of the domestic unit);
- (c) the inner half of any partition (whether structural or load bearing or not and whether full height or not) separating the domestic unit (or of any balcony, utility platform, flat roof, garden or yard held therewith and forming part thereof) from any other domestic unit (or of any balcony, utility platform, flat roof, garden or yard held therewith and forming part thereof);
- (d) the upper half of any floor slab and the lower half of any ceiling slab of the domestic unit (or of any balcony, utility platform, flat roof, garden or yard held therewith and forming part thereof) separating that domestic unit (or any

balcony, utility platform, flat roof, garden or yard held therewith and forming part thereof) from any other domestic unit (or any balcony, utility platform, flat roof, garden or yard held therewith and forming part thereof) and any beam or part of any beam supporting the ceiling slab of the domestic unit (or of any balcony, utility platform, flat roof, garden or yard held therewith and forming part thereof);

- (e) any air-conditioner plant room of the domestic unit;
- (f) any private lift lobby of the domestic unit (excluding any door of such lobby connecting to any means of escape);
- (g) water-proofing system on the floor slabs of such domestic unit or the balcony, utility platform, flat roof, garden or yard held with and forming part of such domestic unit;
- (h) the stairhood of the internal staircase of such domestic unit connecting to the flat roof forming part of that domestic unit (if there is any such internal staircase);
- (i) all glazing, window panes, window frames and skylight of such domestic unit (including those forming parts of the Noise Mitigation Measures); and
- (j) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively any or some of the above (including any plinth for the installation or placing of air-conditioner serving exclusively that domestic unit);

but shall exclude (notwithstanding paragraphs (a) to (j) of this definition):

- (k) the external walls (whether structural or load bearing or not) and external parapets of the residential towers of the Development; and
- (l) any Conduits located inside such domestic unit, or any balcony, utility platform, flat roof, garden or yard held with and forming part of the domestic unit, which do not exclusively serve that domestic unit, or any balcony, utility platform, flat roof, garden or yard held therewith and forming part thereof, or any part thereof;

“Flats Common Areas” means those Common Areas which are, in the opinion of the Manager, provided or installed for the common use and benefit of Owners, occupiers, licensees and invitees of different Flats; and shall include:

- (a) those areas of the Development which are (for identification purpose) coloured yellow and yellow cross hatched black on the Plans (the **“Coloured Areas”** in this definition);
- (b) any water-proofing system on the top of the floor slab of any Coloured Areas;
- (c) the external walls (whether structural or load bearing or not) (including curtain

walls and the frames, glass, cast-in anchors and other components of the curtain wall system concerned and including any non-structural prefabricated external walls as shown in the Building Plans) and external parapets of the residential towers of the Development and the external finishes and architectural features thereon;

- (d) the external louvres and grilles enclosing any air-conditioner plant room of a Flat;
- (e) the structural and load bearing elements of the Development which only serves or supports the Flats (or some of them) and/or any Coloured Area save and except forming part of any Flat;
- (f) air-conditioner platforms in the residential towers;
- (g) the Wider Corridors and Lift Lobbies; and
- (h) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively any or some of the above;

"Flats Management Expenses" means all Management Expenses which are, in the opinion of the Manager, attributable to the Flats Common Areas or for the common benefit of Owners, occupiers, licensees and invitees of different Flats;

"Government" means the Government of Hong Kong and any relevant statutory authority or body;

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

"House" means a house for domestic use in the Development, in respect of which the Right to Occupy belongs to the Owner of the Shares allocated to such house, including:

- (a) any balcony, utility platform, flat roof or garden held with and forming part of such house, each balcony or utility platform forming part of any house is, for the purpose of identification, hatched black (in the case of a balcony) or dashed black (in the case of a utility platform) on the Plans, and railings or glass balustrades (including solid parapets forming parts of the Noise Mitigation Measures) enclosing that balcony, utility platform or flat roof;
- (b) the internal partitions (whether structural or load bearing or not) of such house (or of any balcony, utility platform, flat roof or garden held with and forming part of the house), and the internal finishes of such house (or of any balcony, utility platform, flat roof or garden held with and forming part of the house);
- (c) the inner half of any partition (whether structural or load bearing or not and whether full height or not and whether forming part of a solid fence wall forming part of the Noise Mitigation Measures) separating a house (or of any balcony, utility platform, flat roof or garden held with and forming part of the

house) from any other house (or of any balcony, utility platform, flat roof or garden held with and forming part of that other house) or any non-domestic unit;

- (d) the external walls and external parapets (whether structural or load bearing or not) of the house and finishes and features thereon;
- (e) any floor or ceiling slab separating different parts of the house (or of the balcony, utility platform, flat roof or garden held therewith and forming part thereof), and any beam or part of any beam supporting the same;
- (f) the structural and load bearing elements of the house;
- (g) the roof of the house;
- (h) air-conditioner platforms and plant rooms for the house;
- (i) water-proofing system on the floor slabs of the house or the balcony, utility platform, flat roof or garden held with and forming part of the house;
- (j) the swimming pool (if any) of the house;
- (k) the parking spaces held with and forming part of the house;
- (l) the stairhood of the internal staircase of such house connecting to the flat roof forming part of that house (if there is any such internal staircase);
- (m) all glazing, window panes, window frames of such house; and
- (n) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively any or some of the above (including any plinth for the installation or placing of air-conditioner serving exclusively that house);

but shall exclude (notwithstanding paragraphs (a) to (n) of this definition):

- (o) any Conduits located inside such house, or any balcony, utility platform flat roof or garden held with and forming part of the house, which do not exclusively serve that house, or any balcony, utility platform flat roof or garden held therewith and forming part thereof, or any part thereof;
- (p) external parapets (whether forming part of a solid fence wall forming part of the Noise Mitigation Measures) enclosing the garden held with and form part of the house save to the extent included under paragraph (c) of this definition; and
- (q) any wall and parapet (whether forming part of a solid fence wall forming part of the Noise Mitigation Measures) abutting the staircase forming part of the house connecting the garden forming part of the house to the ground floor of the Development;

"Houses Common Areas" means those Common Areas which are, in the opinion of the Manager, provided or installed for the common use and benefit of Owners, occupiers, licensees and invitees of different Houses; and shall include:

- (a) those areas of the Development which are (for identification purpose) coloured indigo on the Plans (the **"Coloured Areas"** in this definition);
- (b) any water-proofing system on the top of the floor slab of any Coloured Areas;
- (c) the structural and load bearing elements of the Development which only serves or supports the Houses (or some of them) and/or any Coloured Area save and except forming part of any House;
- (d) those Recreational Facilities which are coloured indigo on the Plans;
- (e) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively any or some of the above;

"Houses Management Expenses" means all Management Expenses which are, in the opinion of the Manager, attributable to the Houses Common Areas or for the common benefit of Owners, occupiers, licensees and invitees of different Houses;

"Land" means the parcel of land registered in the Land Registry as Tai Po Town Lot No.187; and, where the context permits, shall include the Development thereon;

"Land Grant" means the Agreement and Conditions of Sale dated 13 March 2007 and registered in the Land Registry as New Grant No.20343 including all amendments, variations, modifications or extensions thereof or waivers or consents or no-objections by the Government of or in relation to any provision contained therein, made or effected from time to time after the date of the Land Grant;

"Management Expenses" means the Management Expenses more particularly described in Clause 10.1;

"Management Fees Deposit" means a sum equal to 3 months' Monthly Management Fees payable for a Unit during the first Financial Year;

"Management Funds" means all moneys held by the Manager under this Deed including payments on account of Monthly Management Fees, Advance Payments, Management Fees Deposits, Common Utilities Deposits, Debris Removal Charges, the Special Fund and Decoration Deposits;

"Management Shares" means the management shares allocated to the Units in accordance with Schedule 2;

"Manager" means the Company or any other manager from time to time appointed as manager of the Land under this Deed and, in the absence of any such appointment, the Owners' Committee;

"Manager's Remuneration" means the remuneration to the Manager for managing

the Land under this Deed;

"Monthly Management Fees" means the monthly management fees payable by an Owner in respect of each Unit which he has the Right to Occupy, calculated in accordance with Clause 10.3(c);

"NIAR" means the Noise Impact Assessment Report dated August 2011 (Ref.: R0184_V9.0) approved by the Director of Lands, a copy of which is annexed to this Deed as Appendix 2;

"Noise Mitigation Measures" means the noise mitigation measures mentioned in the NIAR, including the acoustic fins integral with the recessed bay windows which said recessed bay windows are shown in the Building Plans;

"Ordinance" means the Building Management Ordinance (Cap. 344) of the Laws of Hong Kong;

"Owner" means a person who for the time being appears from the records at the Land Registry to be the owner of a Share and a registered mortgagee in possession of a Share; and for this purpose, **"registered mortgagee"** means:

- (a) a person to whom the interest of a person referred to above in the Development has been mortgaged or charged under a mortgage or charge which has been registered in the Land Registry; and
- (b) a person in whose favour a charge upon a Unit has been created by virtue of any ordinance of the Laws of Hong Kong;

Provided that subject to the provisions of the mortgage or charge the voting rights conferred on the Owner of such Share by the provisions of this Deed shall be exercisable only by the mortgagor unless the mortgagee or chargee is in possession of the Share in which case only the mortgagee or chargee in possession of such Share is entitled to exercise the voting rights;

"Owners' Committee" means a committee of the Owners of the Development formed under Clause 12;

"Owners' Corporation" means a corporation of Owners formed under the Ordinance;

"Parking Space" means a car parking space or motorcycle parking space provided under Special Condition No.(19)(a)(i), (19)(b)(i) or (19)(d)(i) of the Land Grant, in respect of which the Right to Occupy belongs to the Owner of the Shares allocated thereto, and shall for the avoidance of doubt, exclude the Visitors Parking Spaces, the Disabled Parking Spaces and any parking space forming part of a House;

"Parking Common Areas" means those Common Areas which are provided or installed for the common use and benefit of Owners, occupiers, licensees and invitees of different Parking Spaces; and shall include:

- (a) those areas of the Development which are (for identification purpose) coloured orange on the Plans (the “**Coloured Areas**” in this definition); and
- (b) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively any or some of the Coloured Areas;

“**Parking Management Expenses**” means all Management Expenses which are, in the opinion of the Manager, attributable to the Parking Common Areas or for the common benefit of Owners, occupiers, licensees and invitees of different Parking Spaces;

“**Plans**” means the plans annexed to this Deed as Appendix 1 and any subsequent amendment thereto, the accuracy of which has been certified by or on behalf of the Authorized Person;

“**Recreational Facilities**” means the recreational facilities of the Development which include the club house premises, swimming pools and other recreational facilities and facilities ancillary thereto erected, constructed or provided for the use by any one or more residents of the Development and their bona fide visitors pursuant to Special Condition (8) of the Land Grant;

“**Residential Common Areas**” means those Common Areas which are, in the opinion of the Manager, provided or installed for the common use and benefit of Owners, occupiers, licensees and invitees of different Residential Units; and shall include:

- (a) those areas of the Development which are (for identification purpose) coloured green on the Plans (the “**Coloured Areas**” in this definition);
- (b) any water-proofing system on the top of the floor slab of any Coloured Areas;
- (c) those Recreational Facilities which are coloured green on the Plans;
- (d) the Visitors Parking Spaces, Disabled Parking Spaces and the loading and unloading space which are coloured green on the Plans; and
- (e) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively any or some of the above;

“**Residential Management Expenses**” means all Management Expenses which are, in the opinion of the Manager, attributable to the Residential Common Areas or for the common benefit of Owners, occupiers, licensees and invitees of different Residential Units;

“**Residential Unit**” means any Flat or House;

“**Right to Occupy**” means the exclusive right and privilege of an Owner, vis-à-vis the other Owners, and the Manager or (as the case may be) the Owners’ Corporation as owner of the Common Areas Shares, to hold, use, occupy and enjoy a Unit attached to any Share owned by him and to receive the rents and profits arising from the Unit;

"Share" means an equal undivided share in the Land and the Development;

"Sign" includes any sign, visual display, hoarding, showcase, signboard, bill plate, fascia, poster, advertisement, banner or other similar fixture or fitting (illuminated or otherwise);

"Special Fund" means the fund referred to in Clause 10.4;

"Special Fund Initial Contribution" means a sum equal to 2 months' Monthly Management Fees payable for a Unit during the first Financial Year;

"Unit" means a Flat, a House, a Parking Space or a Commercial Unit; and shall, where the context permits, include the Shares allocated to and the attached Right to Occupy that Flat, House, Parking Space or (as the case may be) Commercial Unit;

"Visitors Parking Spaces" means the parking spaces provided under Special Condition No.(19)(a)(iii) of the Land Grant, such parking spaces being coloured green on the Plans for identification purpose;

"W&I Maintenance Manual" shall have the meaning given in Clause 14.11 and shall include all revisions thereto made in accordance with this Deed;

"Wider Corridors and Lift Lobbies" means the parts of the corridors and lift lobbies in the residential tower of the Development which are (for identification purpose) coloured yellow cross hatched black on the Plans; and

"Works and Installations" means the works and installations in the Development from time to time listed out in Schedule 8.

2. INTERPRETATION

In this Deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include every gender;
- (c) words importing persons include firms, companies, corporations and unincorporated bodies and vice versa;
- (d) references to Clauses, Schedules and Appendices are references to the relevant clause in or schedule or appendix to this Deed;
- (e) the index and headings to the Clauses, Schedules, Appendices and paragraphs shall not affect the interpretation of this Deed;
- (f) references to a specific ordinance include any extension, modification or re-enactment of that ordinance and any delegated legislation made under it;

- (g) references to any obligation on any person not to do any act or thing include an obligation not to allow that act or thing to be done by another person;
- (h) without prejudice to any other provisions of this Deed, references to any Government bureau, department or official shall include a reference to any other Government bureau, department or official from time to time substituting the first mentioned Government bureau, department or official or performing (in whole or in part) such of the functions performed by the first mentioned Government bureau, department or official on the date of execution of this Deed as are relevant for the purpose of this Deed;
- (i) references to "**law**" include all rules of common law and equity, ordinances, subsidiary and subordinate legislation, orders, rules and regulations, any other matters having the force of law, any notice, order, demand or communication of a similar nature issued pursuant to any of the above or any order, decree, judgment, award or decision of any court or tribunal;
- (j) references to "**losses**" or "**liabilities**" include all liabilities, damage, loss, damages, costs, disbursements, expenses, claims and proceedings;
- (k) references to any Unit, any Flat, any House, any Parking Space, any Commercial Unit, the Development Common Areas, the Residential Common Areas, the Flats Common Areas, the Houses Common Areas, the Parking Common Areas, the Commercial Common Areas, the Common Areas, the Development and the Land are references to each and every part thereof;
- (l) references to "**management of the Land**" means the control, management, maintenance and administration of the Land and include the performance of the Manager's duties and the exercise of the powers of the Manager under this Deed and "**manage**" shall be construed accordingly;
- (m) where under this Deed, the First Owner has the power or right to make any decision, form any opinion or give or withhold any consent or approval, such power or right may be exercised in its absolute discretion and shall be final and binding on the Owners provided that it shall not unreasonably withhold or refuse to give such consent and approval;
- (n) where under this Deed the Manager has the power or right to make any decision, form any opinion or give or withhold any consent or approval, such power or right shall be reasonably exercised;
- (o) any consent, approval or authorisation to be given by the First Owner or the Manager must be prior consent, approval or authorisation in writing and signed by it or on its behalf to be effective under this Deed;
- (p) the rights of the Owner of a Commercial Unit may be exercised in accordance with this Deed by an Owner of a part of that Commercial Unit in respect of the part he owns; and

- (q) in construing this Deed, the ejusdem generis rule of construction shall not apply.

3. RECITALS

- 3.1 First Owner's title. Immediately before the assignment to the First Assignee referred to in Clause 3.4, the First Owner was the registered owner and was in possession of the Land held under the Land Grant subject to payment of rent and to the performance and observance of the terms and conditions herein reserved and contained.
- 3.2 The Development. The Development consists of, inter alia:
- (a) a basement 2 floor containing part of the Parking Spaces;
 - (b) a basement 1 floor containing part of the Parking Spaces and part of Commercial Unit 10;
 - (c) 9 residential towers (Towers 1 to 10, with no designation of Towers 4) each of which contains, inter alia, different Flats;
 - (d) 8 Houses (Houses 1 to 9, with no designation of House 4); and
 - (e) 9 Commercial Units (Commercial Units 1 to 10, with no designation of Commercial Unit 4).
- 3.3 Allocation of Shares and Management Shares. For the purposes of sale, the Land has been notionally divided into Shares. The Undivided Shares which have been allocated to each Unit and Common Areas and the Management Shares which have been allocated to each Unit are respectively set out in Schedule 1 and Schedule 2.
- 3.4 Assignment to the First Assignee. By an assignment of the same date as this Deed made between the First Owner and the First Assignee, the First Owner assigned the First Assignee's Unit to the First Assignee subject to the Land Grant and this Deed.
- 3.5 Purpose of Deed. The parties have agreed to enter into this Deed to define the rights and obligations of the Owners, regulate the management of the Land and apportion the Management Expenses.
- 3.6 Assignment of Common Areas Shares. Upon the execution of this Deed, the First Owner shall assign to and vest in the Company all Common Areas Shares and Common Areas free of costs or consideration.

4. RIGHTS AND OBLIGATIONS OF OWNERS

- 4.1 First Owner. The First Owner shall have the Right to Occupy the entire Land (other than the First Assignee's Unit and the Common Areas) subject to and with the benefit of this Deed.

- 4.2 First Assignee. The First Assignee shall, subject to and with the benefit of the Land Grant and this Deed, have the Right to Occupy the First Assignee's Unit to the exclusion of the First Owner.
- 4.3 Rights of all Owners. Each Owner shall hold his Share(s) and the attached Right to Occupy subject to and with the benefit of this Deed and the rights contained in Schedule 3.
- 4.4 Owners bound by this Deed. Without prejudice to the rights of:
- (a) the First Owner in Clause 5.1 and Part A of Schedule 6; and
 - (b) the Owner of a Commercial Unit in Clause 5.2 and Part B of Schedule 6;
- each Owner shall observe and perform the covenants, provisions and restrictions contained in Schedule 5.
- 4.5 Right to assign without reference to other Owners. Subject to the Land Grant and this Deed, every Owner shall have the right without reference to the other Owners or the Manager to sell, assign, charge, mortgage, lease, licence or otherwise dispose of or deal with his Shares together with the attached Right to Occupy if such transaction is expressly made subject to and with the benefit of the Land Grant and this Deed.
- 4.6 Right to Occupy not to be dealt with separately from Shares. The Right to Occupy any Unit shall not be sold, assigned, charged, mortgaged, leased, licensed or otherwise disposed of or dealt with separately from the Shares to which it is attached other than by a lease or tenancy or a contractual licence.
- 4.7 Owner to be responsible for acts or omissions of occupiers. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers of the Land and their licensees against all losses incurred by it or them as the direct or indirect result of the act or omission of himself or any occupier of the Unit which he has the Right to Occupy or their respective licensees or invitees or in any way owing to the overflow of water or escape of fire, smoke or fumes or any other emission therefrom.

5. ADDITIONAL RIGHTS

- 5.1 First Owner. The rights set out in Part A of Schedule 6 are excepted and reserved to the First Owner so long as it remains the beneficial owner of any part of the Land and may be exercised by the First Owner without the concurrence of any other Owner, the Manager, the Owners' Corporation or any other person. For the avoidance of doubt, such rights may be exercised by the First Owner together with any other rights which the First Owner may also be entitled to exercise under Clause 5.2 and Part B of Schedule 6 as Owner of a Commercial Unit.
- 5.2 Owner of a Commercial Unit. The Owner of a Commercial Unit shall have the additional rights set out in Part B of Schedule 6 which may be exercised without the

concurrence of any other Owner, the Manager, the Owners' Corporation or any other person.

6. POWER OF ATTORNEY

6.1 Power.

- (a) The Owners hereby jointly and severally and irrevocably appoint the First Owner as their agent and attorney and grant to the First Owner the power to do all things and to execute as their own act such deeds matters and things and to sign seal and deliver such documents as may be reasonably required for or incidental to the exercise of the First Owner's rights conferred by Clause 5.1 and Part A of Schedule 6.
- (b) the Owners hereby jointly and severally and irrevocably appoint each Owner on whom rights are conferred under Clause 5.2 and Part B of Schedule 6 as their agent and attorney and grant to such Owner the power to do all things and to execute as their own acts such deeds matters and things and to sign seal and deliver such documents as may be reasonably required for or incidental to the exercise of the rights of such Owner conferred by Clause 5.2 and Part B of Schedule 6.

6.2 Covenant in assignment. An Owner (other than the First Owner) shall not be entitled to assign his Shares unless the assignment includes the following covenant:

"The Purchaser hereby covenants with the Vendor for itself and as agent of each of Century Rise Limited and Owners (as defined in a Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.

(the "**Deed of Mutual Covenant**") on whom rights are conferred by Clause 5.2 and Part B of Schedule 6 of the Deed of Mutual Covenant and their respective successors, assigns and attorneys (collectively referred to as the "**Relevant Owners**") and each is individually referred to as a "**Relevant Owner**") to the intent that this covenant shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the 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 Tai Po Town Lot No.187 and the buildings thereon known as "THE GRACES · PROVIDENCE BAY (海鑽 · 天賦海灣)" (collectively, the "**Land**") and be enforceable by the Vendor and each Relevant Owner that:-

- (a) the Covenanting Purchaser will notify the Manager (as defined in the Deed of Mutual Covenant) in writing of any change of ownership of the Property within one month from the date of the Assignment in respect thereof;
- (b) the Covenanting Purchaser hereby acknowledges and confirms the rights conferred by Clause 5.1 and Part A of Schedule 6 and Clause 5.2 and Part B of Schedule 6 of the Deed of Mutual Covenant (collectively, the "**Additional Rights**") and each an "**Additional Right**") and hereby covenants not to do or permit to be done anything which will affect the exercise of the Additional

Rights by a person lawfully entitled to exercise them;

- (c) the Covenanting Purchaser hereby irrevocably appoints each Relevant Owner to be its agent and attorney and grants to each Relevant Owner, with full power of delegation, the full right, power and authority acting singly to do all things and to execute as its own act such deeds matters and things and to sign seal and deliver such documents as may be reasonably required for or incidental to the exercise of the Additional Rights granted to the Relevant Owner. If the Relevant Owner comprises more than one person, the Covenanting Purchaser hereby appoints such persons (such appointment shall be joint and several so that each of such persons may act singly or jointly with the other(s)) as its agents and attorneys and grants to such persons, with full power of delegation, the full right, power and authority, whether acting singly or jointly with the other or any or all of the others to do all things and to execute, as the act of any of such person or the joint act of such person and the others or any or all of the others, as the case may be, such deeds matters and things and to sign seal and deliver such documents as may be reasonably required for or incidental to the exercise of the said rights;
- (d) the Covenanting Purchaser shall abide by the provisions in the Deed of Mutual Covenant to be observed and performed by an Owner (as defined in the Deed of Mutual Covenant);
- (e) the Covenanting Purchaser will at all times hereafter perform observe and comply with all the covenants by or on the part of the Purchaser contained in this Assignment; and
- (f) 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 (a), (b), (c), (d) and (e) and this covenant (f) hereinbefore contained;

Provided That upon the Covenanting Purchaser complying with and performing the covenant (f) hereinbefore contained the Covenanting Purchaser shall not be liable for any breach of the aforesaid covenants (a), (b), (c), (d) and (e) 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 (a), (b), (c), (d), (e) and (f) as aforesaid."

7. APPOINTMENT OF MANAGER

- 7.1 Appointment of the Company as Manager. The parties (other than the Company) appoint the Company to undertake the management of the Land from (and inclusive of) the date of this Deed for an initial term of 2 years until terminated in accordance with this Clause 7, and the Company accepts such appointment.

7.2 Termination of Manager's Appointment by the Manager or Owner's Committee.

- (a) The appointment of the Manager may be terminated without compensation as follows:
 - (i) by the Owners' Committee at any time prior to the formation of the Owners' Corporation by a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by Owners of not less than 50% of the Shares in aggregate (excluding the Shares allocated to the Common Areas) and by giving the Manager 3 months' notice in writing; or
 - (ii) by the Manager serving notice in accordance with Clause 7.2(b).
- (b) No resignation of the Manager shall take effect unless he has previously given not less than 3 months' notice in writing of his intention to resign:
 - (i) by sending such a notice to the Owners' Committee; or
 - (ii) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.
- (c) The notice referred to in Clause 7.2(b)(ii) may be given:
 - (i) by delivering it personally to the Owner; or
 - (ii) by sending it by post to the Owner at his last known address; or
 - (iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
- (d) If the Manager's appointment is terminated or comes to an end by whatever reason, the Owners' Committee shall following a resolution of the Owners of being passed at an Owners' meeting appoint a substitute or new Manager and the provisions contained in this Clause 7 shall apply to the substitute or new Manager (other than the provisions relating to the initial term of 2 years). Until appointment of the substitute or new Manager, the Owners' Committee shall act as the Manager.

7.3 Termination of Manager's appointment by Owners' Corporation

- (a) Subject to Clause 7.3(d), at a general meeting convened for the purpose, an Owners' Corporation may, by a resolution:
 - (i) passed by a majority of the votes of the Owners voting either personally or by proxy; and
 - (ii) supported by the Owners of not less than 50% of the Shares in aggregate,

terminate by notice the Company's appointment without compensation.

- (b) A resolution under Clause 7.3(a) shall have effect only if:
 - (i) the notice of termination of appointment is in writing;
 - (ii) 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 Company for the payment to the Company of a sum equal to the amount of Manager's Remuneration which would have accrued to the Company during that period;
 - (iii) the notice is accompanied by a copy of the resolution terminating the Company's appointment; and
 - (iv) the notice and the copy of the resolution is given to the Company within 14 days after the date of the meeting.
- (c) The notice and the copy of the resolution referred to in Clause 7.3(b)(iv) may be given:
 - (i) by delivering them personally to the Company; or
 - (ii) by sending them by post to the Company at its last known address.
- (d) For the purposes of Clause 7.3(a):
 - (i) only the Owners of Shares who pay or who are liable to pay the Management Expenses relating to those Shares shall be entitled to vote;
 - (ii) the reference in Clause 7.3(a)(ii) to "the Owners of not less than 50% of the Shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the Shares in aggregate who are entitled to vote.
- (e) If a contract for the appointment of a Manager other than the Company contains no provision for the termination of the Manager's appointment, Clauses 7.3(a), (b), (c) and (d) apply to the termination of the Manager's appointment as they apply to the termination of the Company's appointment.
- (f) Clause 7.3(e) operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than the Company to terminate the appointment of the Manager.
- (g) If a notice to terminate a Manager's appointment is given under this Clause 7.3:

- (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 Clause 7.3(g)(i) 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.
- (h) 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 Land, and the Owners' Corporation has appointed a Manager under Clause 7.3(g)(ii), the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under Clause 7.3(g)(ii) that may otherwise render that person liable for a breach of that undertaking or agreement.
- (i) This Clause 7.3 is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs (or any other Government officer replacing him) under Section 34E(4) of the Ordinance but does not apply to any single manager referred to in that Section to the intent that this Clause 7.3 shall not apply if and for so long as the Secretary for Home Affairs (or any other Government officer replacing him) has made a notification that paragraph 7 of Schedule 7 of the Ordinance is not applying to the Development pursuant to Section 34E(4) of the Ordinance.

7.4 Obligations after Manager's appointment ends.

- (a) Subject to Clause 7.4(b), if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Development that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (b) If the Manager's appointment ends for any reason, it shall within two months of the date its appointment ends:
 - (i) prepare:
 - (1) an income and expenditure account for the period beginning with the commencement of the Financial Year in which its appointment ends and ending on the date its appointment ended; and
 - (2) a balance sheet as at the date its 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 and other records which are required for the purposes of Clause 7.4(b)(i) and have not been delivered under Clause 7.4(a).

8. DUTIES AND POWERS OF MANAGER

- 8.1 General Management. The Manager shall manage the Land in a proper manner in accordance with this Deed (and shall for the avoidance of doubt exercise its power under paragraph 2 of Schedule 7 to take out and update the insurance as referred to in that paragraph). Except as otherwise provided in this Deed, the Manager shall have the powers set out in Schedule 7 and the power to do anything else which it considers is necessary or expedient for the proper management of the Land.

- 8.2 Manager's acts and decisions binding on Owners. Subject to the provisions of the Ordinance, all acts and decisions of the Manager if reasonably done or arrived at in accordance with this Deed shall bind the Owners and each Owner hereby irrevocably appoints the Manager as its agent in respect of any matter concerning the Common Areas duly authorised under this Deed and to enforce the provisions of this Deed against the other Owners.

- 8.3 Manager not liable to Owners except in certain circumstances. The Manager, its employees, agents or contractors shall not be liable to any Owner or other person whomsoever for anything done or omitted in pursuance or purported pursuance of this Deed not being an act or omission involving criminal liability, dishonesty or negligence. Without limiting the generality of the foregoing, the Manager, its employees, agents or contractors shall not be liable for any liabilities arising directly or indirectly from:

- (a) any defect in or failure or malfunction of any of the Common Areas;
- (b) any failure, malfunction or suspension of the supply of water, gas, electricity or other utility services to, from or for the Land;
- (c) fire, flood or the overflow or leakage of water;
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin; or
- (e) theft, burglary or robbery;

unless it can be shown that such liabilities were caused by an act or omission of the Manager, its employees, agents or contractors involving criminal liability, dishonesty or negligence and Provided That the Monthly Management Fee and any other charges

payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.

- 8.4 Limitation of Manager's power on improvements to Common Areas. The Manager shall not effect any improvements to the Common Areas costing more than 10% of the current Budget without the prior approval by a resolution of Owners at an Owners' meeting.
- 8.5 Works. Notwithstanding anything in this Deed, the Manager shall not be under any liability to carry out any works if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from the Owners.
- 8.6 Compliance with Land Grant. The Manager shall, for so long as he remains to be the Manager, observe and comply with all provisions of the Land Grant applicable to the Common Areas.
- 8.7 Communications among Owners. 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 Development.

9. MANAGER'S REMUNERATION

- 9.1 Manager's Remuneration. The Manager's Remuneration in a Financial Year shall be 10% of the total Management Expenses incurred in the Financial Year Provided That:
- (a) such percentage may be reviewed by a resolution at meetings of the Owners;
 - (b) for the purpose of this Clause 9.1, Management Expenses shall not include:
 - (i) any capital expenditure or expenditure drawn out of the Special Fund (in this Clause 9.1, "**Capital Expenditure**") save to the extent that the same has been permitted by a resolution passed at an Owners' meeting for inclusion for the purpose of calculating the Manager's Remuneration; and
 - (ii) the Manager's Remuneration; and
 - (c) the Owners may by a resolution passed at an Owners' meeting decide that a percentage lower than that provided under the previous provisions of this Clause 9.1 shall, for the purpose of calculating the Manager's Remuneration, be applied to the Capital Expenditure included under Clause 9.1(b)(i).
- 9.2 Manner of Payment. The Manager's Remuneration shall be paid to the Manager in advance on the first day of each month of the Financial Year concerned by deductions made by the Manager from the Monthly Management Fees collected from the Owners. Such deductions shall be in priority to all other payments to be made out of the

Management Funds. The amount of each deduction shall be:

$$\frac{a}{b}$$

where:

“a” is the amount which would be payable as Manager’s Remuneration in the Financial Year if the Estimated Management Expenses were the actual Management Expenses incurred in the Financial Year; and

“b” the total number of months in that Financial Year.

9.3 Increase in monthly deduction. If, as a result of a revision of the Budget in accordance with Clause 10.2(c) or the approval of a Budget, the amount of Estimated Management Expenses is increased, each deduction to be made by the Manager in the Financial Year under Clause 9.2 shall be increased by:

$$\frac{c - d}{e}$$

where:

“c” is the amount which would be payable as Manager’s Remuneration in the Financial Year if the Estimated Management Expenses set out in the revised or approved Budget were the actual Management Expenses incurred in the Financial Year;

“d” is the amount which would be payable as Manager’s Remuneration in the Financial Year if the Estimated Management Expenses before the revision or approval of the Budget were the actual Management Expenses incurred in the Financial Year; and

“e” is the number of further deductions which the Manager is entitled to make in the Financial Year under Clause 9.2.

9.4 Year-end adjustments. If the total amount deducted under Clauses 9.2 and 9.3 by the Manager in a Financial Year:

(a) exceeds the amount of Manager’s Remuneration calculated in accordance with Clause 9.1, the amount of the excess shall be set off against subsequent deductions to be made by the Manager until the whole excess has been set off; or

(b) falls short of the amount of Manager’s Remuneration calculated in accordance with Clause 9.1, the Manager shall be entitled to make such deduction(s) from Monthly Management Fees collected from the Owners until the whole amount of the shortfall has been deducted.

- 9.5 Other Expenses. The Manager's Remuneration shall be the net remuneration of the Manager for its services as Manager and shall not cover disbursements and expenses properly incurred by the Manager in performing its services under this Deed. Without limiting the generality of the foregoing, the Manager is not required to disburse or provide from the Manager's Remuneration the cost of providing any staff, facilities, accountancy services or other professional supervision for the Land, such cost shall be a direct charge on the Management Funds.

10. MANAGEMENT EXPENSES

- 10.1 Management Expenses. Management Expenses shall be the expenses, costs and charges necessarily and reasonably incurred in the management of the Land under this Deed including (without limitation) the following:

- (a) the charges for the supply and consumption of fuel, oil, electricity, gas, water, telephone and other utility services serving the Common Areas;
- (b) the payment of Government rent (if not apportioned);
- (c) the cost of employing staff involved with the management of the Land including staff uniform, salary, bonus, over-time pay, long service pay, medical and dental scheme payments and other benefits;
- (d) legal, accounting, surveying and other professional fees properly incurred by the Manager in exercising or performing its powers and duties under this Deed;
- (e) administrative expenses of the Manager relating specifically to the Manager exercising or carrying out its powers and duties under this Deed including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses incurred by the Manager in respect thereof or such fair and reasonable proportionate part thereof which are provided by the head office of the Manager for the Development as well as any other land, development and building and for such purposes, the Manager shall be entitled to apportion any such items of expenditure which directly relate to the Development as well as any other land, development and building in such manner as shall be reasonably determined by the Manager having regard to the relevant circumstances;
- (f) all charges, assessments, impositions and other outgoings payable by the Owners in respect of the Common Areas;
- (g) the cost of postage, stationery and other sundry items incurred by the Manager in connection with the management of the Development;
- (h) premia for insurance the Manager has taken out under this Deed; and
- (i) the Manager's Remuneration.

10.2 Budget.

- (a) In respect of each Financial Year, the Manager shall:
 - (i) prepare a draft Budget setting out the proposed Management Expenses during the Financial Year;
 - (ii) send a copy of the draft Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft Budget in a prominent place in the Development, 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 Budget a notice inviting each Owner to send his comments on the draft Budget to the Manager within a period of 14 days from the date the draft Budget was sent to the Owners' Committee or first displayed;
 - (iv) after the end of that period, prepare a Budget specifying the total proposed Management Expenses during the Financial Year; and
 - (v) send a copy of the Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the Budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (b) Where, in respect of a Financial Year, the Manager has not complied with Clause 10.2(a) before the start of that Financial Year, the proposed Management Expenses for that year shall:
 - (i) until it has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous Financial Year; and
 - (ii) when it has so complied, be the total proposed Management Expenses specified in the Budget for that Financial Year, and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.
- (c) Where a Budget has been sent or displayed in accordance with Clause 10.2(a)(v) and the Manager wishes to revise it, it shall follow the same procedures in respect of the revised Budget as apply to the draft Budget and Budget by virtue of Clause 10.2(a).
- (d) Where a revised Budget is sent or displayed in accordance with Clause 10.2(c), the proposed Management Expenses for that Financial Year shall be the total Management Expenses or proposed Management Expenses specified in the revised Budget and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.

- (e) If there is an Owners' Corporation and, within a period of one month from the date that a Budget or revised Budget for a Financial Year is sent or first displayed in accordance with Clause 10.2(a) or (c), the Owners' Corporation decides, by a resolution of the Owners, to reject the Budget or revised Budget, as the case may be, the proposed Management Expenses for the Financial Year shall, until another Budget or revised Budget is sent or displayed in accordance with Clause 10.2(a) or (c) and is not so rejected under this Clause 10.2(e), be deemed to be the same as the total amount of Management Expenses (if any) for the previous Financial Year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- (f) If any Owner requests in writing the Manager to supply him with a copy of any draft Budget, Budget or revised Budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that Owner.
- (g) The Budget shall set out, in separate sections, the proposed:
 - (i) Development Management Expenses;
 - (ii) Residential Management Expenses;
 - (iii) Flats Management Expenses;
 - (iv) Houses Management Expenses;
 - (v) Parking Management Expenses; and
 - (vi) Commercial Management Expenses.

10.3 Payment of Monthly Management Fees.

- (a) Each Owner (except the First Owner) shall pay to the Manager the Advance Payment in respect of each Unit which he has the Right to Occupy on the date of the completion of the purchase of his Unit from the First Owner.
- (b) Each Owner shall in respect of each Unit which he has the Right to Occupy pay to the Manager in advance on the first day of each month (following the expiry of the period in respect of which any Advance Payment has been paid) the Monthly Management Fees and such Owner shall be personally liable to make such payments whether or not his Unit is vacant or occupied and whether it has been let or licensed or is occupied by the Owner himself.
- (c) The Monthly Management Fees payable by an Owner in respect of each Unit which he has the Right to Occupy shall be:

$$\frac{f}{g} + h$$

where:

“f” is the total contribution to the Estimated Management Expenses which the Owner is required to make under Clause 10.3(d) for the Unit concerned;

“g” is the total number of months in the Financial Year; and

“h” is the total amount of increases in Monthly Management Fees under Clause 10.3(g)(viii).

(d) The contribution of an Owner to the Estimated Management Expenses for each Unit which he has the Right to Occupy shall be ascertained according to the following principles and formulae:

(i) The Owner of a Unit shall, in respect of each Unit which he has the Right to Occupy, contribute to the Estimated Development Management Expenses in the following proportion:

$$\frac{i}{j}$$

where:

“i” is the number of Management Shares allocated to the Unit; and

“j” is the total number of Management Shares.

(ii) The Owner of a Residential Unit shall contribute to the Estimated Residential Management Expenses in the following proportion:

$$\frac{k}{l}$$

where:

“k” is the number of Management Shares allocated to the Residential Unit; and

“l” is the total number of Management Shares allocated to all Residential Units.

(iii) The Owner of a Flat shall contribute to the Estimated Flats Management Expenses in the following proportion:

$$\frac{m}{n}$$

where:

“m” is the number of Management Shares allocated to the Flat; and

“n” is the total number of Management Shares allocated to all Flats.

- (iv) The Owner of a House shall contribute to the Estimated Houses Management Expenses in the following proportion:

$$\frac{o}{p}$$

where:

“o” is the number of Management Shares allocated to the House;
and

“p” is the total number of Management Shares allocated to all Houses.

- (v) The Owner of a Parking Space shall contribute to the Estimated Parking Management Expenses in the following proportion:

$$\frac{q}{r}$$

where:

“q” is the number of Management Shares allocated to the Parking Space; and

“r” is the total number of Management Shares allocated to all Parking Spaces.

- (vi) The Owner of a Commercial Unit shall contribute to the Estimated Commercial Management Expenses in the following proportion:

$$\frac{s}{t}$$

where:

“s” is the number of Management Shares allocated to the Commercial Unit; and

“t” is the total number of Management Shares allocated to all Commercial Units.

- (e) If, during any period of time, the total Monthly Management Fees received by the Manager in respect of all the Units are insufficient to meet the Management Expenses, the Manager may require each Owner to make a contribution to such deficiency.

- (f) If, as a result of a revision of the Budget in accordance with Clause 10.2 or the approval of the Budget, the Estimated Management Expenses are increased, the Manager may require the Owners to contribute to the increase.
- (g) In ascertaining the contribution to be made by an Owner under Clause 10.3(e) or (f), the provisions of Clause 10.3(d) shall, *mutatis mutandis*, apply so that any part of the deficiency or increase determined by the Manager to be attributable to:
 - (i) the Development Common Areas, or expenses for the common benefit of the Owners, occupiers, licensees and invitees of different Units, or expenses not covered by Clauses 10.3(g)(ii) to (vi), shall be borne by the Owners in the proportion set out in Clause 10.3(d)(i);
 - (ii) the Residential Common Areas, or expenses for the common benefit of Owners, occupiers, licensees and invitees of different Residential Units, shall be borne by the Owners of the Residential Units in the proportion set out in Clause 10.3(d)(ii);
 - (iii) the Flats Common Areas, or expenses for the common benefit of Owners, occupiers, licensees and invitees of different Flats, shall be borne by the Owners of the Flats in the proportion set out in Clause 10.3(d)(iii);
 - (iv) the Houses Common Areas, or expenses for the common benefit of Owners, occupiers, licensees and invitees of different Houses, shall be borne by the Owners of the Houses in the proportion set out in Clause 10.3(d)(iv);
 - (v) the Parking Common Areas, or expenses for the common benefit of Owners, occupiers, licensees and invitees of different Parking Spaces, shall be borne by the Owners of the Parking Spaces in the proportion set out in Clause 10.3(d)(v);
 - (vi) the Commercial Common Areas, or expenses for the common benefit of Owners, occupiers, licensees and invitees of different Commercial Units, shall be borne by the Owners of the Commercial Units in the proportion set out in Clause 10.3(d)(vi).

The contribution which an Owner is required to make under Clause 10.3(c) or (f) shall be made in such manner as the Manager may determine including:

- (vii) payment in one lump sum within 14 days of notification by the Manager; or
- (viii) by increasing the Monthly Management Fees payable by the Owner by such amount and over such period as the Manager may determine.

- (h) If there is any surplus after payment of all the Management Expenses, such surplus shall be held by the Manager and shall be applied towards payment of future Management Expenses in the following manner:
- (i) any part of the surplus determined by the Manager to be attributable to contributions made by the Owners towards the Development Management Expenses or Estimated Development Management Expenses shall be notionally credited to all the Units and be taken into account when preparing the section of future Budget(s) dealing with Development Management Expenses or used for covering Development Management Expenses or Estimated Development Management Expenses;
 - (ii) any part of the surplus determined by the Manager to be attributable to contributions made by the Owners of the Residential Units towards the Residential Management Expenses or Estimated Residential Management Expenses shall be notionally credited to all the Residential Units and be taken into account when preparing the section of future Budget(s) dealing with Residential Management Expenses or used for covering Residential Management Expenses or Estimated Residential Management Expenses;
 - (iii) any part of the surplus determined by the Manager to be attributable to contributions made by the Owners of the Flats towards the Flats Management Expenses or Estimated Flats Management Expenses shall be notionally credited to all the Flats and be taken into account when preparing the section of future Budget(s) dealing with Flats Management Expenses or used for covering Flats Management Expenses or Estimated Flats Management Expenses;
 - (iv) any part of the surplus determined by the Manager to be attributable to contributions made by the Owners of the Houses towards the Houses Management Expenses or Estimated Houses Management Expenses shall be notionally credited to all the Houses and be taken into account when preparing the section of future Budget(s) dealing with Houses Management Expenses or used for covering Houses Management Expenses or Estimated Houses Management Expenses;
 - (v) any part of the surplus determined by the Manager to be attributable to contributions made by the Owners of the Parking Spaces towards the Parking Management Expenses or Estimated Parking Management Expenses shall be notionally credited to all the Parking Spaces and be taken into account when preparing the section of future Budget(s) dealing with Parking Management Expenses or used for covering Parking Management Expenses or Estimated Parking Management Expenses;
 - (vi) any part of the surplus determined by the Manager to be attributable to contributions made by the Owners of the Commercial Units towards the Commercial Management Expenses or Estimated Commercial

Management Expenses shall be notionally credited to all the Commercial Units and be taken into account when preparing the section of future Budget(s) dealing with Commercial Management Expenses or used for covering Commercial Management Expenses or Estimated Commercial Management Expenses.

10.4 Special Fund.

- (a) The Manager shall establish and maintain as trustee for all Owners a Special Fund to provide for expenditure of a capital nature or of a kind not expected by it to be incurred annually including but not limited to expenses for the renovation, improvement and repair of the Common Areas, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and the costs of relevant investigation works and professional services and the expense of preparing the revised Schedule 8 and/or the revised W&I Maintenance Manual under Clause 14.11 (in this Clause 10.4, the **"Non-Recurrent Expenditure"**).
- (b) Each Owner (except the First Owner) shall, in respect of each Unit which he has the Right to Occupy, pay to the Manager on the date of completion of the purchase of his Unit from the First Owner the Special Fund Initial Contribution in respect of that Unit as an initial payment to the Special Fund, unless the First Owner has already paid the Special Fund Initial Contribution in respect of that Unit under Clause 10.11(b).
- (c)
 - (i) 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.
 - (ii) If there is no Owners' Corporation, each Owner shall pay to the Manager such amount of further contribution to the Special Fund at such time as determined by a resolution of Owners at an Owners' meeting so as to maintain the Special Fund at an appropriate level.
- (d) All contributions to the Special Fund (including for the avoidance of doubt all Special Fund Initial Contributions) and all other amounts required by this Deed to be credited to the Special Fund shall be non-refundable and non-transferable.
- (e) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) of the Laws of Hong Kong an interest bearing account. The title of the account shall refer to the Special Fund for the Development and all contributions to the Special Fund (including for the avoidance of doubt all Special Fund Initial Contributions) and all other amounts required by this Deed to be credited to the Special Fund shall be deposited by the Manager into the account. The Manager shall use such account exclusively for the purpose referred to in Clause 10.4(a).

- (f) Without prejudice to the generality of Clause 10.4(e), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (g) The Manager shall display a document showing evidence of any account opened and maintained under Clause 10.4(e) or (f) in a prominent place in the Development.
- (h) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under Clause 10.4(e) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 10.4(f).
- (i) 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 shall 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 Land.
- (j) The Special Fund shall be notionally divided into the following parts, namely:
 - (i) "Special Fund (Flats)";
 - (ii) "Special Fund (Houses)";
 - (iii) "Special Fund (Parking)"; and
 - (iv) "Special Fund (Commercial)".
- (k) Contributions to the Special Fund (including for the avoidance of doubt all Special Fund Initial Contributions) made by:
 - (i) the Owners of the Flats shall be notionally credited to Special Fund (Flats);
 - (ii) the Owners of the Houses shall be notionally credited to Special Fund (Houses);
 - (iii) the Owners of the Parking Spaces shall be notionally credited to Special Fund (Parking); and
 - (iv) the Owners of the Commercial Units shall be notionally credited to Special Fund (Commercial).
- (l) Funds notionally credited to each part of the Special Fund shall be applied as follows:

- (i) Non-Recurrent Expenditure relating to the Development Common Areas, or which are for the common benefit of the Owners, occupiers, licensees and invitees of different Units or which is not covered by Clauses 10.4(1)(ii) to (vi), shall only be paid out of different parts of the Special Fund as follows:

- (1) the amount to be paid out of Special Fund (Flats) is:

$$A \times \frac{B}{C}$$

where:

“A” is the total amount of such Non-Recurrent Expenditure;

“B” is the total number of Management Shares allocated to all Flats; and

“C” is the total number of Management Shares;

- (2) the amount to be paid out of Special Fund (Houses) is:

$$D \times \frac{E}{F}$$

where:

“D” is the total amount of such Non-Recurrent Expenditure;

“E” is the number of Management Shares allocated to all Houses; and

“F” is the total number of Management Shares; and

- (3) the amount to be paid out of Special Fund (Parking) is:

$$G \times \frac{H}{I}$$

where:

“G” is the total amount of such Non-Recurrent Expenditure;

“H” is the number of Management Shares allocated to all Parking Spaces; and

“I” is the total number of Management Shares.

- (4) the amount to be paid out of Special Fund (Commercial) is:

$$J \times \frac{K}{L}$$

where:

“J” is the total amount of such Non-Recurrent Expenditure;

“K” is the number of Management Shares allocated to all Commercial Units; and

“L” is the total number of Management Shares.

- (ii) Non-Recurrent Expenditure relating to the Residential Common Areas, or which is for the common benefit of Owners, occupiers, licensees and invitees of different Residential Units, shall only be paid out of different parts of the Special Fund as follows:

- (1) the amount to be paid out of Special Fund (Flats) is:

$$J \times \frac{K}{L}$$

where:

“J” is the total amount of such Non-Recurrent Expenditure;

“K” is the total number of Management Shares allocated to all Flats; and

“L” is the total number of Management Shares allocated to all Residential Units;

- (2) the amount to be paid out of Special Fund (Houses) is:

$$M \times \frac{N}{O}$$

where:

“M” is the total amount of such Non-Recurrent Expenditure;

“N” is the number of Management Shares allocated to all Houses; and

"O" is the total number of Management Shares allocated to all Residential Units;

- (iii) Non-Recurrent Expenditure relating to the Flats Common Areas, or which is for the common benefit of Owners, occupiers, licensees and invitees of different Flats, shall only be paid out of Special Fund (Flats).
 - (iv) Non-Recurrent Expenditure relating to the Houses Common Areas, or which is for the common benefit of Owners, occupiers, licensees and invitees of different Houses, shall only be paid out of Special Fund (Houses).
 - (v) Non-Recurrent Expenditure relating to the Parking Common Areas, or which is for the common benefit of Owners, occupiers, licensees and invitees of different Parking Spaces, shall only be paid out of Special Fund (Parking).
 - (vi) Non-Recurrent Expenditure relating to the Commercial Common Areas, or which is for the common benefit of Owners, occupiers, licensees and invitees of different Commercial Units, shall only be paid out of Special Fund (Commercial).
- (m) Unless otherwise specifically provided in this Deed, where any provision of this Deed requires any amount to be credited to the Special Fund, the following provisions shall apply:
- (i) where the amount is received in relation to a category of Common Areas (including any approval or consent given in relation thereto under this Deed or the Ordinance):
 - (1) the amount shall be credited to the part of the Special Fund contributed by the Category of Owners (as defined below) who are responsible under Clause 10.3 to contribute to the Management Expenses or Estimated Management Expenses relating to that category of Common Areas; and
 - (2) if more than one Category of Owners (as defined below) are responsible for contributing to the Management Expenses or Estimated Management Expenses relating to that category of Common Areas, the following proportion of such amount shall be credited to the part of the Special Fund contributed by each Category of Owners concerned:

$$\frac{G}{H}$$

where:

“G” is the total number of Management Shares allocated to the Units of that Category of Owners; and

“H” is the total number of Management Shares allocated to all Units of all Categories of Owners concerned; and

for the purpose of this Clause 10.4(m), a “Category of Owners” means the groups of Owners respectively referred to in Clauses 10.4(k)(i), (ii), (iii) and (iv); and

- (ii) in any other case, the following proportion of the amount shall be credited to the part of the Special Fund contributed by each Category of Owners:

$$\frac{I}{J}$$

where:

“I” is the total number of Management Shares allocated to the Units of that Category of Owners; and

“J” is the total number of all Management Shares.

10.5 Management Fees Deposits and Common Utilities Deposits.

- (a) (i) Each Owner (except the First Owner) shall, in respect of each Unit which he has the Right to Occupy, pay to the Manager on the date of completion of the purchase of his Unit from the First Owner the Management Fees Deposit in respect of that Unit as security for the due payment of all Monthly Management Fees and other amounts payable by him under this Deed, unless the First Owner has already paid the Management Fees Deposit of that Unit under Clause 10.11. The Management Fees Deposit shall (subject to Clause 10.6) be non-refundable and shall not be set off by the Owner against Monthly Management Fees or any other amounts payable by him under this Deed.
- (ii) As at the date of this Deed, the First Owner has contributed to the Common Utilities Deposits in full and it is contemplated under any sale and purchase agreement of a Unit entered into or to be entered into by a purchaser and the First Owner that the First Owner will be reimbursed a due proportion of the Common Utilities Deposits by that purchaser, such due portion of Common Utilities Deposits (which shall (subject to Clause 10.6) be non-refundable) being in the same proportion that the number of Management Shares allocated to that Unit bears to the total number of Management Shares Provided That:
- (1) an Owner shall not be required to contribute towards any such deposit payable in respect of any category of Common Areas

for the Estimated Management Expenses of which the Owner is not liable to make any contribution under Clause 10.3(d); and

- (2) a contribution to be made by an Owner towards any such deposit payable in respect of any category of the Common Areas for the Estimated Management Expenses of which the Owner is liable to make a contribution under Clause 10.3(d) shall be in the same proportion that the number of Management Shares allocated to his Unit bears to the total number of Management Shares allocated to such of the Units the respective Owners of which are liable to make a contribution under Clause 10.3(d) towards the Estimated Management Expenses of that category of Common Areas.
- (b) The Manager shall have the right to set off the Management Fees Deposit paid by an Owner against any sum of whatever nature which is payable by such Owner to the Manager under or in relation to this Deed. Notwithstanding the above, the Manager shall not be obliged to exercise the right of set-off and an Owner shall have no right to require the Manager to exercise the right of set-off, by way of mitigation of loss or otherwise, before pursuing other rights and remedies available to the Manager.
 - (c) If at any time the Management Fees Deposit or the Common Utilities Deposits are disbursed in whole or in part or the amount of the Monthly Management Fees or the water, electricity, gas or other utilities deposit in respect of the Common Areas are increased, each Owner shall on the first day of the next month following demand by the Manager pay to the Manager in addition to the Monthly Management Fees:
 - (i) in the case of the Management Fees Deposit having been disbursed, an additional sum sufficient to replace the sum so disbursed;
 - (ii) in the case of the Common Utilities Deposits having been disbursed, a due proportion (ascertained according to Clause 10.5(a)(ii)(2)) of the amount so disbursed;
 - (iii) in the case of an increase of Management Fees Deposit following an increase in the Monthly Management Fees, three times the amount of such increase; or
 - (iv) in the case of an increase in any water, electricity or (if any) gas deposit in respect of the Common Areas, a due proportion (ascertained according to Clause 10.5(a)(ii)(2)) of the increase

10.6 Owners' interest in Management Funds.

- (a) Subject to Clauses 10.6(b) and (c), upon any person ceasing to be the Owner of any Share he shall in respect of that Share cease to have any interest in the Management Funds to the intent that the Management Funds shall be held and applied for the management of the Land irrespective of changes in ownership

of the Shares and the Management Fees Deposit and the due portion of Common Utilities Deposits in respect of a Unit shall be transferred into the name of the new Owner of the relevant Shares. All contributions to the Special Fund (including for the avoidance of doubt all Special Fund Initial Contributions) and all other amounts required by this Deed to be credited to the Special Fund shall be non-refundable and non-transferable.

- (b) Upon the Land reverting to the Government and no further land grant being obtainable, any balance of the Management Funds shall be divided between the Owners (immediately prior to such reversion in proportion to the Management Shares allocated to their respective Units) Provided That:
- (i) any surplus which is notionally credited to a particular category of Units under Clause 10.3(h) shall be divided among the then Owners of that category of Units in proportion to the Management Shares respectively allocated to the Units concerned;
 - (ii) different parts of the Special Fund (or the balance thereof) referred to in Clauses 10.4(j)(i) to (iv) shall be divided among the then Owners of each category of Units respectively referred to in Clauses 10.4(k)(i) to (iv) in proportion to the Management Shares respectively allocated to the Units of the category concerned;
 - (iii) Management Fees Deposit and Common Utilities Deposit paid in respect of a Unit (or the balance thereof) shall be refunded to the then Owner of the Unit; and
 - (iv) subject to Clause 10.7(b):
 - (1) Debris Removal Charges (or the balance thereof) paid by Owners of the Flats shall be divided among the then Owners of the Flats in proportion to the Management Shares respectively allocated to the Flats;
 - (2) Debris Removal Charges (or the balance thereof) paid by Owners of the Houses shall be divided among the Owners of the Houses in proportion to the Management Shares respectively allocated to the Houses; and
 - (3) Debris Removal Charges (or the balance thereof) paid by Owners of the Commercial Units shall be divided among the Owners of the Commercial Units in proportion to the Management Shares respectively allocated to the Commercial Units.
- (c) In the case of an extinguishment of rights and obligations under Clause 13, a part of the balance of the Management Funds which is proportionate to the proportion borne by the Management Shares allocated to the Damaged Part (as defined in Clause 13.1) to the total number of Management Shares shall be divided between the Owners whose rights and obligations are extinguished

under Clause 13 in proportion to the Management Shares allocated to their respective Units comprised in the Damaged Part Provided That the then Owner of each Unit in the Damaged Part shall be entitled to the payments which he would be entitled under Clauses 10.6(b)(i) to (iv) upon the Land reverting to the Government.

10.7 Debris Removal Charge.

- (a) the Owner of a Residential Unit or a Commercial Unit (except the First Owner) shall, in respect of each such Unit which he has the Right to Occupy, pay to the Manager on the date of completion of the purchase of that Unit from the First Owner the Debris Removal Charge (which shall be non-refundable and non-transferable), unless the First Owner has already paid the Debris Removal Charge in respect of that Unit. The Owner of a Unit other than a Residential Unit or a Commercial Unit shall have no obligation to pay any Debris Removal Charge.
- (b) Any monies paid as Debris Removal Charge by the Owner of a Flat not used for debris collection or removal shall be paid into Special Fund (Flats). Any monies paid as Debris Removal Charge by the Owner of a House not used for debris collection or removal shall be paid into Special Fund (Houses). Any monies paid as Debris Removal Charge by the Owner of a Commercial Unit not used for debris collection or removal shall be paid into Special Fund (Commercial).

10.8 Manager's discretion in respect of contributions. Notwithstanding anything contained in this Deed, the Manager shall be entitled to determine that an item of Management Expenses shall be paid by the Owner or Owners of the part or parts of the Land for which such item has been or will be incurred to the exclusion of all other Owners if:

- (a) the item of Management Expenses is not covered by insurance; and
- (b) the Manager is of the opinion that:
 - (i) it is attributable to any particular part or parts of the Land; and
 - (ii) Owners of other parts of the Land do not and will not receive any material benefit from it;

Provided That where the item of Management Expenses is to be borne by more than one Owner, the Manager may also determine the contribution to be made by each of such Owners to the item of Management Expenses.

10.9 Notional credits. Unless otherwise provided by this Deed, any income or receipt of whatever nature arising or which may arise from or is (in the Manager's opinion) attributable to the Common Areas shall, in so far as it arises or will (as estimated by the Manager) arise from or is (in the Manager's opinion) attributable to:

- (a) the Development Common Areas, be notionally credited to all the Units and be taken into account when preparing the section of future Budget(s) dealing with Development Management Expenses or used for covering Development Management Expenses or Estimated Development Management Expenses;
- (b) the Residential Common Areas, be notionally credited to all the Residential Units and be taken into account when preparing the section of future Budget(s) dealing with Residential Management Expenses or used for covering Residential Management Expenses or Estimated Residential Management Expenses;
- (c) the Flats Common Areas, be notionally credited to all the Flats and be taken into account when preparing the section of future Budget(s) dealing with Flats Management Expenses or used for covering Flats Management Expenses or Estimated Flats Management Expenses;
- (d) the Houses Common Areas, be notionally credited to all the Houses and be taken into account when preparing the section of future Budget(s) dealing with Houses Management Expenses or used for covering Houses Management Expenses or Estimated Houses Management Expenses;
- (e) the Parking Common Areas, be notionally credited to all the Parking Spaces and be taken into account when preparing the section of future Budget(s) dealing with Parking Management Expenses or used for covering Parking Management Expenses or Estimated Parking Management Expenses; or
- (f) the Commercial Common Areas, be notionally credited to all the Commercial Units and be taken into account when preparing the section of future Budget(s) dealing with Commercial Management Expenses or used for covering Commercial Management Expenses or Estimated Commercial Management Expenses.

10.10 Contracts entered into by Manager.

- (a) Subject to Clauses 10.10(b), 10.10(c) and the provisions in Schedule 7 to the Ordinance, the Manager 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—
 - (i) the supplies, goods or services are procured by invitation to tender; and
 - (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance.
- (b) Subject to Clause 10.10(c), the Manager 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 Budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless—

- (i) if there is an Owners' Corporation—
 - (1) the supplies, goods or services are procured by invitation to tender;
 - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance; and
 - (3) 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
- (ii) if there is no Owners' Corporation—
 - (1) the supplies, goods or services are procured by invitation to tender;
 - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance; and
 - (3) 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.
- (c) Clauses 10.10(a) and (b) do not apply to any supplies, goods or services which but for this Clause 10.10(c) would be required to be procured by invitation to tender (referred to in this Clause 10.10(c) as "relevant supplies, goods or services")—
 - (i) where there is an Owners' Corporation, if—
 - (1) 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
 - (2) 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
 - (ii) where there is no Owners' Corporation, if—
 - (1) 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

- (2) 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.

10.11 Shares held by First Owner.

- (a) In respect of Shares allocated to a separate building or phase of the Development the construction of which has not been completed, the First Owner shall not be obliged to pay Monthly Management Fees or to contribute to Management Expenses except to the extent that the uncompleted separate building or phase of the Development benefits from any provisions in this Deed as to the management and maintenance of the Land.
- (b) If the First Owner remains the Owner of the Shares allocated to any Unit in a part of the Development the construction of which has been completed but which remain unsold 3 months after:
- (i) the execution of this Deed; or
 - (ii) the date when the First Owner is in a position validly to assign such Shares;

whichever is the later, the First Owner shall, upon the expiry of the said three-month period, pay to the Manager the Special Fund Initial Contribution, the Management Fees Deposit and (if payable) the Debris Removal Charge in respect of that Unit.

10.12 Interest and Collection Charge on late payment.

- (a) If any Owner fails to pay the Manager any amount payable under this Deed within 30 days of demand, he shall further pay to the Manager:
- (i) interest at 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 from and including the due date to and including the date of payment until payment; and
 - (ii) a collection charge not exceeding 10% of the amount due to cover the cost (in addition to legal costs of proceedings (on a solicitor and own client basis)) of the extra work occasioned by the default.
- (b) (i) All monies paid to the Manager by way of interest and collection charges by the Owner of any Flat shall be credited to the Special Fund (Flats).
- (ii) All monies paid to the Manager by way of interest and collection charges by the Owner of any House shall be credited to the Special Fund (Houses).

- (iii) All monies paid to the Manager by way of interest and collection charges by the Owner of any Parking Space shall be credited to the Special Fund (Parking).
- (iv) All monies paid to the Manager by way of interest and collection charges by the Owner of any Commercial Unit shall be credited to the Special Fund (Commercial).

10.13 Civil action taken by Manager.

- (a) All amounts which are due and payable by any Owner under this Deed (including amounts payable to the Manager under an indemnity contained in this Deed) together with interest and the collection charges as provided in Clause 10.12, all damages for any breach of this Deed and all legal costs (on a solicitor and own client basis) and other expenses (on a full indemnity basis) incurred in recovering or attempting to recover the same (whether by legal proceedings or otherwise) shall be recoverable by civil action at the suit of the Manager in its own name and/or as agent for the Owners.
- (b) In any action taken in accordance with Clause 10.13(a), the Manager is hereby authorised to act as the agent for and on behalf of the Owners as a whole other than the defaulting Owner.

10.14 Registration of Charge against Shares of defaulting Owner.

- (a) Any sum payable by an Owner under this Deed or adjudged by a court of law to be payable by an Owner to the Manager as manager of the Land, whether for a breach of this Deed or otherwise, including (without limitation) damages, interests, costs, expenses and collection charges, which has become due and remains outstanding for more than 30 days from and including the date on which they become payable, shall stand charged on the Share and the attached Right to Occupy of the defaulting Owner together with all legal costs incurred in registering and enforcing the charge mentioned below.
- (b) The Manager shall be entitled (without prejudice to any other remedy under this Deed) to register a memorial of such charge in the Land Registry against the Unit of the defaulting Owner. Such charge shall remain valid and enforceable, notwithstanding that judgment has been obtained for the amount thereof, until such judgment has been satisfied.

10.15 Order for sale. Any charge registered under Clause 10.14(b) shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Share of the defaulting Owner together with the attached Right to Occupy and Clause 10.13 shall apply equally to any such action.

10.16 Keeping of accounts.

- (a) 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. The Manager shall keep separate management accounts for:

- (i) the Development Common Areas and the Development Management Expenses;
 - (ii) the Residential Common Areas and the Residential Management Expenses;
 - (iii) the Flats Common Areas and the Flats Management Expenses;
 - (iv) the Houses Common Areas and the Houses Management Expenses;
 - (v) the Parking Common Areas and the Parking Management Expenses;
and
 - (vi) the Commercial Common Areas and the Commercial Management Expenses.
- (b) Within one 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 that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (c) Within 2 months after the end of each Financial Year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.
- (d) Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on that Fund, and the amount of money that will be then needed.
- (e) Prior to the formation of the Owners' Corporation, if the Owners at an Owners' meeting decide that any income and expenditure account and balance sheet for a Financial Year should be audited by an independent auditor of their choice, the Manager shall without delay arrange for such an audit to be carried out by that auditor.
- (f) If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and:
- (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made

by the accountant or auditor in respect of the income and expenditure account and balance sheet; and

- (ii) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.

10.17 Manager to open and maintain bank account.

- (a) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Land.
- (b) Without prejudice to the generality of Clause 10.17(a), if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the management of the Land.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under Clause 10.17(a) or Clause 10.17(b) in a prominent place in the Development.
- (d) Subject to Clauses 10.17 (e) and (f), the Manager shall without delay pay all money received by it in respect of the management of the Land into the account opened and maintained under Clause 10.17(a) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 10.17(b).
- (e) Subject to Clause 10.17(f), the Manager may, out of money received by it in respect of the management of the Land, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- (f) The retention of a reasonable amount of money under Clause 10.17(e) or the payment of that amount into a current account in accordance with Clause 10.17(e) 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).
- (g) Any reference in this Clause 10.17 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) of the Laws of Hong Kong, the title of which refers to the management of the Land.

10.18 Inspection of accounts. The Manager shall permit any Owner at any reasonable time to inspect the books or records of account and any of the accounts prepared pursuant

to this Deed. The Manager shall upon payment of a reasonable copying charge supply any Owner with a copy of any record or document requested by him.

- 10.19 Financial Year. The Manager may upon giving 3 months' notice in writing to the Owners change the Financial Year at any time but only once in every 5 years, unless that change is previously approved by a resolution of the Owners' Committee (if any).

11. OWNERS' MEETINGS

11.1 First and Subsequent Meetings.

- (a) From time to time when circumstances require, there shall be meetings of the Owners to discuss and decide matters concerning the Land.
- (b) The first meeting of the Owners shall be convened by the Manager as soon as possible but not later than 9 months after the date of this Deed, to elect members of the Owners' Committee under Clause 12.1(a) and the chairman of the Owners' Committee to form the Owners' Committee or to appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance.
- (c) Until the incorporation of an Owners' Corporation, a meeting of the Owners shall be convened within a reasonable period of time after the expiry of a period of 24 months from:
 - (i) the conclusion of the first meeting of the Owners convened under Clause 11.1(b); or
 - (ii) the last meeting of the Owners convened under this Clause 11.1(c),for the purpose of electing members of the Owners' Committee to be elected under Clause 12.1(a). The Manager must convene such meetings.

11.2 Convening. An Owners' meeting may be convened by:—

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

11.3 Notice. Every Owners' meeting shall be convened by at least 14 days' notice in writing before the date of the meeting, which shall be given by the person convening the meeting to each Owner. The notice of meeting referred to in this Clause 11.3 shall specify—

- (a) the date, time and place of the Owners' meeting; and

(b) the resolutions (if any) that are to be proposed at the meeting.

11.4 Service of notice. The notice of meeting referred to in Clause 11.3 may be given:

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

11.5 Quorum. No business shall be transacted at any Owners' meeting unless a quorum is present when the meeting proceeds to business. The quorum at an Owners' meeting shall be 10% of the Owners. In this Clause 11.5, the reference to "10% of the Owners" shall:

- (a) 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 Shares; and
- (b) not be construed as the Owners of 10% of the Shares in aggregate;

Provided That if a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place.

11.6 Chairman. An Owners' meeting shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under Clause 11.2(b) or (c), the person convening the meeting.

11.7 Record. The chairman shall cause a record to be kept of the persons present at the Owners' meeting and the proceedings thereof.

11.8 Voting. At an Owners' meeting:

- (a) an Owner shall have one vote in respect of each Share he owns;
- (b) an Owner may cast a vote personally or by proxy;
- (c) where 2 or more persons are the co-owners of a Share, the vote in respect of the Share may be cast:
 - (i) by a proxy jointly appointed by the co-owners;
 - (ii) by a person appointed by the co-owners from amongst themselves; or
 - (iii) if no appointment is made under Clause 11.8(c)(i) or (ii), either by one of the co-owners personally or by a proxy appointed by one of the co-owners;

- (d) where 2 or more persons are the co-owners of a Share and more than one of the co-owners seeks to cast a vote in respect of the Share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Share in the register kept at the Land Registry shall be treated as valid;
- (e) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote; and
- (f) in regard to the removal of the chairman of the meeting, votes shall be cast by balloting supervised by the Manager.

11.9 Proxies.

- (a) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and:
 - (i) shall be signed by the Owner; or
 - (ii) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (b) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under Clause 11.2(b) or (c), the person convening the meeting at least 48 hours before the time for the holding of the Owners' meeting.
- (c) 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.

11.10 Procedure. The procedure at a meeting of Owners shall be determined by the Owners.

11.11 Resolutions. Save as otherwise provided in this Deed, any resolution on any matter concerning the Land passed by a simple majority of votes at a duly convened Owners' meeting by Owners present in person or by proxy and voting shall be binding on all the Owners Provided That:

- (a) the notice convening the meeting shall have been duly given in accordance with Clause 11.3 and shall have specified the intention to propose a resolution or resolutions concerning such matters;
- (b) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;
- (c) no resolution shall be valid to the extent that it purports to alter the provisions of or is otherwise contrary to this Deed;

- (d) subject to the provisions of this Deed, a resolution may be passed as to the manner in which the powers and duties hereby conferred on the Manager are to be exercised or carried out; and
- (e) notwithstanding anything in this Deed:
 - (i) a resolution which only concerns the Residential Common Areas or the Owners, occupiers or licensees of the Residential Units but not any other type of Common Areas or the Owner(s), occupier(s) or licensee(s) of any other type of Unit(s), may only be passed by a simple majority of the votes of the Owners of the Residential Units present in person or by proxy and voting and no other Owner shall have any voting right in respect of such a resolution;
 - (ii) a resolution which only concerns the Flats Common Areas or the Owners, occupiers or licensees of the Flats but not any other type of Common Areas or the Owner(s), occupier(s) or licensee(s) of any other type of Unit(s), may only be passed by a simple majority of the votes of the Owners of the Flats present in person or by proxy and voting and no other Owner shall have any voting right in respect of such a resolution. For the avoidance of doubt, any resolution relating to the election of any member of the Owners' Committee by the Owners of the Flats under Clause 12.1(a)(i) shall be a resolution covered by this Clause 11.11(e)(ii);
 - (iii) a resolution which only concerns the Houses Common Areas or the Owners, occupiers or licensees of the Houses but not any other type of Common Areas or the Owner(s), occupier(s) or licensee(s) of any other type of Unit(s), may only be passed by a simple majority of the votes of the Owners of the Houses present in person or by proxy and voting and no other Owner shall have any voting right in respect of such a resolution. For the avoidance of doubt, any resolution relating to the election of any member of the Owners' Committee by the Owners of the Houses under Clause 12.1(a)(ii) shall be a resolution covered by this Clause 11.11(e)(iii);
 - (iv) a resolution which only concerns the Parking Common Areas or the Owners, occupiers or licensees of the Parking Spaces but not any other type of Common Areas or the Owner(s), occupier(s) or licensee(s) of any other type of Unit(s), may only be passed by a simple majority of the votes of the Owners of the Parking Spaces present in person or by proxy and voting and no other Owner shall have any voting right in respect of such a resolution. For the avoidance of doubt, any resolution relating to the election of any member of the Owners' Committee by the Owners of the Parking Spaces under Clause 12.1(a)(iii) shall be a resolution covered by this Clause 11.11(e)(iv);
 - (v) a resolution which only concerns the Commercial Common Areas or the Owners, occupiers or licensees of the Commercial Units but not

any other type of Common Areas or the Owner(s), occupier(s) or licensee(s) of any other type of Unit(s), may only be passed by a simple majority of the votes of the Owners of the Commercial Units present in person or by proxy and voting and no other Owner shall have any voting right in respect of such a resolution. For the avoidance of doubt, any resolution relating to the election of any member of the Owners' Committee by the Owners of the Commercial Units under Clause 12.1(a)(iv) shall be a resolution covered by this Clause 11.11(e)(v); and

- (vi) if only one Owner is entitled to vote in respect of a resolution covered by Clause 11.11(e)(i), (ii), (iii), (iv) or (v), the vote(s) of that Owner shall be sufficient to pass the resolution concerned.

11.12 Lack of notice. The accidental omission to give notice in accordance with Clause 11.3 to any Owner shall not invalidate the meeting or any resolution passed thereat.

12. OWNERS' COMMITTEE

12.1 Election & meetings.

- (a) There shall be established and maintained an Owners' Committee of the Land consisting of a chairman, a secretary and up to 10 other Committee members
Provided That:
 - (i) the Owners of the Flats are entitled to elect up to 9 Committee members;
 - (ii) the Owners of the Houses are entitled to elect up to 1 Committee member;
 - (iii) the Owners of the Parking Spaces are entitled to elect up to 1 Committee member; and
 - (iv) the Owners of the Commercial Units are entitled to elect up to 1 Committee member.
- (b) The Owners' Committee shall meet when circumstances require and, in any event, not less than 2 times a year. A meeting of the Owners' Committee may be convened at any time by the chairman or any 2 members of the Owners' Committee.
- (c) The person or persons convening the meeting of the Owners' Committee shall, at least 7 days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee.
- (d) The notice of meeting referred to in Clause 12.1(c) shall specify:
 - (i) the date, time and place of the meeting; and

- (ii) the resolutions (if any) that are to be proposed at the meeting.
- (e) The notice of meeting referred to in Clause 12.1(c) 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 it at the member's Unit or depositing it in the letter box for that Unit.
- (f) No business shall be transacted at a meeting of the Owners' Committee unless a quorum is present when the meeting proceeds to business and the quorum at a meeting of the Owners' Committee shall be 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater.
- (g) A meeting of the Owners' Committee shall be presided over by:
 - (i) the chairman; or
 - (ii) in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting.
- (h) The procedure at meetings of the Owners' Committee shall be determined by the Owners' Committee.

12.2 Functions. The functions of the Owners' Committee shall be limited to the following:

- (a) representing the Owners in all dealings with the Manager;
- (b) liaising with the Manager in respect of all matters concerning the Land;
- (c) the reviewing of the Budget and revised Budget as herein provided;
- (d) the reviewing of Development Rules and any amendments prepared by the Manager as herein provided;
- (e) the undertaking of such other duties as the Manager may, with their approval, delegate to them in accordance with this Deed;
- (f) the appointment and removal of the Manager in accordance with this Deed;
- (g) convening meetings of Owners in accordance with this Deed;
- (h) acting as the Manager during such period as no Manager is appointed; and

- (i) exercising all other powers and duties conferred on the Owners' Committee under this Deed.

12.3 Remuneration. No remuneration shall be payable to the Owners' Committee or any Owners' Committee member but such members shall be entitled to be reimbursed for all out-of-pocket expenses reasonably incurred in carrying out their duties.

12.4 Membership.

A Committee member elected under Clauses 12.1(a)(i) to (iv) to serve on the Owners' Committee shall hold office until new members of the Owners' Committee elected in the next meeting held under Clause 11.1(c) take office unless:

- (a) he resigns by notice in writing to the Owners' Committee;
- (b) he ceases to be eligible for election as an Owners' Committee member under Clause 12.5(a);
- (c) he is removed from office by a resolution passed at an extraordinary general meeting convened under Clause 12.6;
- (d) 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
- (e) he becomes incapacitated by death or physical or mental illness.

A Committee member in respect of whom an event mentioned in Clauses 12.4(a) to (e) has occurred shall cease to hold office upon the occurrence of such event.

12.5 Eligibility for election.

- (a) Any of the following shall be eligible for election as an Owners' Committee member under Clause 12.1(a)(i) to (iv):
 - (i) the Owner of a Unit if he is an individual;
 - (ii) where a Unit is co-owned by more than one individual Owner, any one but not the other(s) of them; or
 - (iii) where the Owner of a Unit is a body corporate, any representative appointed by such Owner.
- (b) The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing served on the Owners' Committee.

- (c) If an Owner owns more than one Unit he shall be entitled to propose more than one candidate (but limited to one candidate for each Unit) to be eligible for election as Owners' Committee members.
- (d) Elected members of the Owners' Committee are eligible for re-election.

12.6 Removal of Committee members.

- (a) An extraordinary meeting of the Owners of the Flats may be convened for:
 - (i) removing from office any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(i); and/or
 - (ii) electing a new member of the Owners' Committee to replace any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(i) who has:
 - (1) ceased to be such member under Clause 12.4; or
 - (2) been removed as provided in Clause 12.6(a)(i) above.
- (b) The following shall apply to a meeting referred to in Clause 12.6(a):
 - (i) The meeting may be convened by the Manager or Owner(s) of not less than 5% of the Shares allocated to the Flats.
 - (ii) No business shall be transacted at such a meeting unless a quorum is present when the meeting proceeds to business. The quorum at such a meeting shall be 10% of the Owners of the Flats. For the purpose of this Clause 12.6(b)(ii), the reference to "10% of the Owners of the Flats" shall be construed as a reference to 10% of the number of persons who are Owners of the Flats without regard to their ownership of any particular percentage of the total number of Shares allocated to the Flats and not be construed as the Owners of 10% of the Shares allocated to all Flats. If a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place. Notwithstanding the above, if all Flats are owned by one Owner, such Owner (present in person or by proxy) shall constitute the quorum.
 - (iii) The Owner elected as chairman at such a meeting shall be the chairman of the meeting.
 - (iv) Resolutions in the meeting shall be passed by a simple majority of votes of the Owners of the Flats present in person or by proxy and voting Provided That if all Flats are owned by one Owner, the vote(s) of that Owner shall be sufficient to pass the resolution concerned. In the case of equality of votes, the chairman of the meeting shall have a second or casting vote.

- (v) Subject to Clauses 12.6(b)(i) to (iv), the provisions of Clause 11 shall apply, mutatis mutandis, to such a meeting.
- (c) An extraordinary meeting of the Owners of the Houses may be convened for:
- (i) removing from office any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(ii); and/or
 - (ii) electing a new member of the Owners' Committee to replace any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(ii) who has:
 - (1) ceased to be such member under Clause 12.4; or
 - (2) been removed as provided in Clause 12.6(c)(i) above.
- (d) The following shall apply to a meeting referred to in Clause 12.6(c):
- (i) The meeting may be convened by the Manager or Owner(s) of not less than 5% of the Shares allocated to the Houses.
 - (ii) No business shall be transacted at such a meeting unless a quorum is present when the meeting proceeds to business. The quorum at such a meeting shall be 10% of the Owners of the Houses. For the purpose of this Clause 12.6(d)(ii), the reference to "10% of the Owners of the Houses" shall be construed as a reference to 10% of the number of persons who are Owners of the Houses without regard to their ownership of any particular percentage of the total number of Shares allocated to the Houses and not be construed as the Owners of 10% of the Shares allocated to all Houses. If a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place. Notwithstanding the above, if all Houses are owned by one Owner, such Owner (present in person or by proxy) shall constitute the quorum.
 - (iii) The Owner elected as chairman at such a meeting shall be the chairman of the meeting.
 - (iv) Resolutions in the meeting shall be passed by a simple majority of votes of the Owners of the Houses present in person or by proxy and voting Provided That if all Houses are owned by one Owner, the vote(s) of that Owner shall be sufficient to pass the resolution concerned. In the case of equality of votes, the chairman of the meeting shall have a second or casting vote.
 - (v) Subject to Clauses 12.6(d)(i) to (iv), the provisions of Clause 11 shall apply, mutatis mutandis, to such a meeting.

- (e) An extraordinary meeting of the Owners of the Parking Spaces may be convened for:
 - (i) removing from office any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(iii); and/or
 - (ii) electing a new member of the Owners' Committee to replace any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(iii) who has:
 - (1) ceased to be such member under Clause 12.4; or
 - (2) been removed as provided in Clause 12.6(e)(i) above.
- (f) The following shall apply to a meeting referred to in Clause 12.6(e):
 - (i) The meeting may be convened by the Manager or Owner(s) of not less than 5% of the Shares allocated to the Parking Spaces.
 - (ii) No business shall be transacted at such a meeting unless a quorum is present when the meeting proceeds to business. The quorum at such a meeting shall be 10% of the Owners of the Parking Spaces. For the purpose of this Clause 12.6(f)(ii), the reference to "10% of the Owners of the Parking Spaces" shall be construed as a reference to 10% of the number of persons who are Owners of the Parking Spaces without regard to their ownership of any particular percentage of the total number of Shares allocated to the Parking Spaces and not be construed as the Owners of 10% of the Shares allocated to all Parking Spaces. If a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place. Notwithstanding the above, if all Parking Spaces are owned by one Owner, such Owner (present in person or by proxy) shall constitute the quorum.
 - (iii) The Owner elected as chairman at such a meeting shall be the chairman of the meeting.
 - (iv) Resolutions in the meeting shall be passed by a simple majority of votes of the Owners of the Parking Spaces present in person or by proxy and voting Provided That if all Parking Spaces are owned by one Owner, the vote(s) of that Owner shall be sufficient to pass the resolution concerned. In the case of equality of votes, the chairman of the meeting shall have a second or casting vote.
 - (v) Subject to Clauses 12.6(f)(i) to (iv), the provisions of Clause 11 shall apply, mutatis mutandis, to such a meeting.
- (g) An extraordinary meeting of the Owners of the Commercial Units may be convened for:

- (i) removing from office any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(iv); and/or
- (ii) electing a new member of the Owners' Committee to replace any member of the Owners' Committee elected by such Owners under Clause 12.1(a)(iv) who has:
 - (1) ceased to be such member under Clause 12.4; or
 - (2) been removed as provided in Clause 12.6(g)(i) above.
- (h) The following shall apply to a meeting referred to in Clause 12.6(g):
 - (i) The meeting may be convened by the Manager or Owner(s) of not less than 5% of the Shares allocated to the Commercial Units.
 - (ii) No business shall be transacted at such a meeting unless a quorum is present when the meeting proceeds to business. The quorum at such a meeting shall be 10% of the Owners of the Commercial Units. For the purpose of this Clause 12.6(h)(ii), the reference to "10% of the Owners of the Commercial Units" shall be construed as a reference to 10% of the number of persons who are Owners of the Commercial Units without regard to their ownership of any particular percentage of the total number of Shares allocated to the Commercial Units and not be construed as the Owners of 10% of the Shares allocated to all Commercial Units. If a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place. Notwithstanding the above, if all Commercial Units are owned by one Owner, such Owner (present in person or by proxy) shall constitute the quorum.
 - (iii) The Owner elected as chairman at such a meeting shall be the chairman of the meeting.
 - (iv) Resolutions in the meeting shall be passed by a simple majority of votes of the Owners of the Commercial Units present in person or by proxy and voting Provided That if all Commercial Units are owned by one Owner, the vote(s) of that Owner shall be sufficient to pass the resolution concerned. In the case of equality of votes, the chairman of the meeting shall have a second or casting vote.
 - (v) Subject to Clauses 12.6(h)(i) to (iv), the provisions of Clause 11 shall apply, mutatis mutandis, to such a meeting.

12.7 Election of the Chairman.

- (a) A chairman of the Owners' Committee (including a chairman elected under Clause 12.7(b)) shall hold office until the conclusion of the next meeting of the Owners convened under Clause 11.1(c).

- (b) If the chairman of the Owners' Committee ceases to be a member of the Owners' Committee for any reason or if he resigns his chairmanship before the conclusion of the next meeting of the Owners convened under Clause 11.1(c), the members of the Owners' Committee shall elect one of themselves to be the chairman of the Owners' Committee.

12.8 Resolutions.

- (a) Resolutions of the Owners' Committee shall be passed by a simple majority by show of hands.
- (b) Each member present at the Owners' Committee meeting shall have one vote on a question before the Committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.
- (c) No resolution purported to be passed at any meeting of the Owners' Committee concerning any matter not mentioned in the notice of meeting shall be valid.
- (d) No resolution of the Owners' Committee shall be valid to the extent that it purports to alter the provision of or is otherwise contrary to or inconsistent with this Deed.
- (e) Notwithstanding anything in this Deed:
 - (i) a resolution which only concerns the Residential Common Areas or the Owners, occupiers or licensees of the Residential Units, but not any other type of Common Areas or the Owner(s), occupier(s) or licensee(s) of any other type of Unit(s), may only be passed by member(s) of the Owners' Committee who is/are elected by the Owners of the Flats or the Houses and present in the meeting, by a simple majority by show of hands, and no other members of the Owners' Committee shall have any voting right in respect of such a resolution;
 - (ii) a resolution which only concerns the Flats Common Areas or the Owners, occupiers or licensees of the Flats but not any other type of Common Areas or the Owner(s), occupier(s) or licensee(s) of any other type of Unit(s), may only be passed by member(s) of the Owners' Committee who is/are elected by the Owners of the Flats and present in the meeting, by a simple majority by show of hands, and no other members of the Owners' Committee shall have any voting right in respect of such a resolution;
 - (iii) a resolution which only concerns the Houses Common Areas or the Owners, occupiers or licensees of the Houses, but not any other type of Common Areas or the Owner(s), occupier(s) or licensee(s) of any other type of Unit(s), may only be passed by member(s) of the Owners' Committee who is/are elected by the Owners of the Houses and present in the meeting, by a simple majority by show of hands, and no other

members of the Owners' Committee shall have any voting right in respect of such a resolution;

- (iv) a resolution which only concerns the Parking Common Areas or the Owners, occupiers or licensees of the Parking Spaces, but not any other type of Common Areas or the Owner(s), occupier(s) or licensee(s) of any other type of Unit(s), may only be passed by member(s) of the Owners' Committee who is/are elected by the Owners of the Parking Spaces and present in the meeting, by a simple majority by show of hands, and no other members of the Owners' Committee shall have any voting right in respect of such a resolution; and
- (v) a resolution which only concerns the Commercial Common Areas or the Owners, occupiers or licensees of the Commercial Units, but not any other type of Common Areas or the Owner(s), occupier(s) or licensee(s) of any other type of Unit(s), may only be passed by member(s) of the Owners' Committee who is/are elected by the Owners of the Commercial Units and present in the meeting, by a simple majority by show of hands, and no other members of the Owners' Committee shall have any voting right in respect of such a resolution;

Provided That:

- (vi) the chairman of the Owners' Committee shall have no second or casting vote in respect of any resolution covered by this Clause 12.8(e); and
- (vii) where only one member of the Owners' Committee present in a meeting of the Owners' Committee is entitled to vote in respect of a resolution covered by this Clause 12.8(e), the vote of that member of the Owners' Committee shall be sufficient to pass the resolution concerned.

12.9 Records and Minutes.

- (a) The Owners' Committee shall keep records and minutes of:
 - (i) the appointment of members, the secretary and the chairman of the Owners' Committee and all changes thereof; and
 - (ii) all resolutions and proceedings of the Owners' Committee.
- (b) Such records and minutes shall be kept where the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given. Any such person shall also be entitled to extracts or copies thereof on paying reasonable charges therefor.

12.10 Contracts entered into by the Owners' Committee. Clause 10.10 shall apply to the Owners' Committee, mutatis mutandis.

13. EXTINGUISHMENT OF RIGHTS

13.1 Damage to Development. If any part of the Development is damaged by fire, typhoon, earthquake, subsidence or other causes (which part shall be referred as the "Damaged Part") so that it is substantially unfit for habitation, occupation or use, the Owners (the "Affected Owners" in this Clause 13) of not less than 75% of Shares allocated to the Damaged Part (excluding any Common Areas Shares) (the "Relevant Shares") may convene a meeting of the Affected Owners. At such meeting the Affected Owners may resolve:

- (a) whether it is not practicable to rebuild or reinstate the Damaged Part. If it is 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 rebuild or reinstate the Damaged Part, the Affected Owners shall forthwith assign the Relevant Shares and the attached Right to Occupy to the Manager or such other person as may be resolved by the Affected Owners upon trust to dispose of them as soon as reasonably practicable by public auction or private treaty and to distribute the net proceeds of sale to the Affected Owners in proportion to the number of Relevant Shares previously held by each Affected Owner. All insurance money received in respect of the Damaged Part shall likewise be distributed amongst the Affected Owners in which case the Right to Occupy of the Affected Owners under this Deed shall be extinguished so far as the same relate to the Affected Owners; or
- (b) to rebuild or reinstate the Damaged Part in which case the Affected Owners shall pay any costs of rebuilding or reinstating the Damaged Part which are not recovered from the insurance thereof in proportion to the number of Relevant Shares held by each Affected Owner. Until such payment the same will be a charge upon the Relevant Shares of each Affected Owner and shall be recoverable as a civil debt by the Manager pursuant to Clause 10.13.

13.2 Provisions applicable to meeting. The following provisions shall apply to a meeting convened pursuant to Clause 13.1:

- (a) the meeting shall be convened by at least 14 days' notice in writing posted on the public notice boards of the Development (if existing but if not then posted on an appropriate part of the site of the Development and published in an English and a Chinese language newspaper circulating in Hong Kong) specifying the time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting, which said notice of the meeting shall given to each Affected Owners:
 - (i) by delivering it personally to the Affected Owner;
 - (ii) by sending it by post to the Affected Owner at his last known address;
or

- (iii) by leaving it at the Affected Owner's Unit (if existing) or depositing it in the letter box for that Unit (if that Unit and its letter box are both existing);
- (b) no business shall be transacted unless a quorum is present when the meeting proceeds to business and the Owners of not less than 75% of the Relevant Shares present in person or by proxy shall be a quorum;
- (c) if within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned to the same time and day in the next week at the same place;
- (d) the meeting shall be presided over by an Owner or such other person appointed as chairman for that meeting;
- (e) the chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) an Owner shall have one vote in respect of each Share he owns. Where 2 or more persons are the co-owners of a Share, the vote in respect of the Share may be cast:
 - (i) by a proxy jointly appointed by the co-owners;
 - (ii) by a person appointed by the co-owners from amongst themselves; or
 - (iii) if no appointment is made under Clause 13.2(f)(i) or (ii), either by one of the co-owners personally or by a proxy appointed by one of the co-owners; and

where 2 or more persons are the co-owners of a Share and more than one of the co-owners seeks to cast a vote in respect of the Share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Share in the register kept at the Land Registry shall be treated as valid;

- (g) votes may be given either personally or by proxy;
- (h) the instrument appointing a proxy shall be lodged with the Manager at least 48 hours before the time for the holding of the meeting. An instrument appointing a proxy shall be substantially in the form set out in Form 1 in Schedule 1A to the Ordinance, *mutatis mutandis*, and:
 - (i) shall be signed by the Affected Owner; or
 - (ii) if the Affected 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.

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

- (i) a resolution passed at a meeting duly convened under this Clause 13.2 by not less than 75% of the total Relevant Shares owned by all Affected Owners present at the meeting in person or by proxy shall bind all the Affected Owners Provided That:
 - (i) the notice convening the meeting specified the intention to propose a resolution or resolutions 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 this Deed;
- (j) the procedure at the meeting shall be determined by the Affected Owners; and
- (k) the Manager shall have the right to attend the meeting.

14. MISCELLANEOUS PROVISIONS

14.1 Owners to notify Manager when ceasing to be Owner. Each Owner shall notify the Manager when it ceases to be the Owner of any Share and notify the Manager of the name and address of the new Owner. Each Owner shall remain liable for all sums due and payable under this Deed and for the compliance with this Deed up to the date on which such notice is received by the Manager but without prejudice to the liability of the new Owner under this Deed.

14.2 Common Areas Shares held by Manager.

- (a) Notwithstanding anything in this Deed, the Common Areas Shares shall not carry any liability to contribute to the Management Expenses, or make any payment under this Deed, and the Common Areas Shares shall not carry any voting rights (at any meeting whether held under this Deed, the Ordinance or otherwise) or be taken into account in calculating the quorum at any meeting.
- (b) The Manager shall:
 - (i) hold all Common Areas Shares and Common Areas assigned to it as trustee for all Owners, subject to the Land Grant and this Deed; and
 - (ii) assign the Common Areas Shares and the Common Areas free of costs and consideration to the successor of the Manager upon termination of its appointment as Manager.
- (c) The Owners' Corporation (when formed) may require the Manager to assign or transfer to it the Common Areas Shares and the Common Areas and the

management responsibilities free of costs and consideration. The Common Areas Shares and the Common Areas assigned to the Owners' Corporation under this Deed shall be held by the Owners' Corporation in trust as provided in Clause 14.2(b)(i), subject to the Land Grant and this Deed.

- 14.3 No conflict with Land Grant. Nothing in this Deed shall conflict with or be in breach of the conditions in the Land Grant. If any provision contained in this Deed conflicts with the Land Grant, the Land Grant shall prevail.
- 14.4 Cessation of liabilities. Subject to Clause 14.1, each Owner shall on ceasing to be the Owner of any Share, cease to be liable for any matter or liabilities under this Deed in respect of such Share other than in respect of any breach of this Deed by him prior to his ceasing to be an Owner thereof.
- 14.5 Public notice boards etc. There shall be public notice boards at such places in the Development as the Manager may from time to time decide. There shall be exhibited on each of such public notice boards a copy of the Development Rules from time to time in force, all notices which are required under this Deed 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 and licensees.
- 14.6 Service of Notice.
- (a) Subject as otherwise provided in this Deed, all notices or demands to be served under this Deed shall be in writing and shall be sufficiently served if addressed to the party to whom the notices or demands are served and sent by prepaid post to or left at the Unit or the letter box of the Unit of the party to be served notwithstanding that such party shall not personally occupy such Unit.
 - (b) Where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if the mortgagee is a company, at its registered office or last known place of business in Hong Kong and, if he is an individual, at his last known residence.
 - (c) All notices required to be given to the Manager shall be sufficiently served if addressed to the Manager and sent by pre-paid post or left at the registered office of the Manager.
 - (d) Any Owner who does not occupy the Unit to which his Shares relate must provide the Manager with an address within Hong Kong for service of notices under this Deed.
- 14.7 Co-Owners and Owners of Sub-divided Units.
- (a) Co-owners of any Share, whether holding as joint tenants, tenants-in-common or otherwise, shall be jointly and severally liable to the Manager and other

Owners for the performance of all obligations under this Deed which are to be performed by the Owner of the Share.

(b) Where:

- (i) a Unit has been sub-divided into different parts;
- (ii) Shares and Management Shares allocated to that Unit have been sub-allocated among those parts; and
- (iii) the Owner of the Shares sub-allocated to any such part has the exclusive right and privilege, vis-à-vis the Owners of other Shares allocated to the Unit, to hold, use, occupy and enjoy that part,

the Owner of the sub-allocated Shares shall be:

- (iv) liable for the payment of a Due Proportion (defined below) of any amount payable in respect of the Unit and for the performance of any obligation relating to that part of the Unit in respect of which he has such exclusive right and privilege to hold, use, occupy and enjoy;
- (v) entitled to a Due Proportion of any amount payable in respect of the Unit; and
- (vi) entitled to the benefit of and enforce any covenant in this Deed the breach of which will have a material adverse effect on the use and enjoyment of the part of the sub-divided Unit in respect of which he has such exclusive right and to privilege to hold, use, occupy and enjoy.

For the purpose of this Clause 14.7(b), "**Due Proportion**" means the proportion borne by the Management Shares sub-allocated to the part of the Unit concerned to the total number of Management Shares allocated to that Unit under this Deed.

14.8 Deed binding on executors etc. This Deed shall bind the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden of the covenants in this Deed shall be annexed to and run with the Shares and the attached Right to Occupy, the Units and the Common Areas.

14.9 Chinese translation and copies of the Plans, etc.

- (a) The First Owner shall at its own cost make a direct translation in Chinese of this Deed and shall deposit same and a copy of this Deed within 1 month of the date hereof in the management office of the Development. After the depositing of a copy of this Deed and the aforesaid direct translation, all Owners may inspect the same at the management office of the Development during normal office hours free of charge. A photocopy of the copy of this Deed or the said direct translation deposited shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable

charge. Any monies paid as such a charge shall be credited to the Special Fund. In any dispute between the Chinese translation and the English document, the English version of this Deed shall prevail.

- (b) The Manager shall keep copies of the Plans in the management office of the Development. All Owners may inspect the same at the management office of the Development during normal office hours free of charge. A photocopy of the copies of the Plans deposited shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. Any monies paid as such a charge shall be credited to the Special Fund.
- (c) The First Owner shall deposit a copy of Schedules 7 and 8 to the Ordinance (in both English and Chinese versions) in the management office of the Development for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. Any monies paid as such a charge shall be credited to the Special Fund.

14.10 Owners' Corporation.

- (a) Nothing in this Deed shall prejudice the operation of the Ordinance. If any provisions contained in this Deed conflict with the Ordinance, the Ordinance shall prevail.
- (b) During the existence of an Owners' Corporation:
 - (i) general meetings of the Owners' Corporation shall take the place of the Owners' meetings under this Deed; and
 - (ii) the management committee of the Owners' Corporation shall take the place of the Owners' Committee under this Deed.

Provided That whilst the Manager is appointed to carry out the Manager's powers and duties under this Deed, the Owners' Corporation shall have the functions of the Owners' Committee as provided in Clause 12.2 to the intent that the control, management, maintenance and administration of the Land shall be the sole responsibility of the Manager who shall be entitled to exercise its powers and carry out its duties in accordance with this Deed.

14.11 Works and Installations.

- (a) The First Owner shall at its own expense compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations (the "**W&I Maintenance Manual**") which shall set out the following details:
 - (i) as-built record plans of the Development and the Works and Installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all Works and Installations;

- (ii) all warranties and guarantees (if any) provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all Works and Installations;
 - (iii) recommended maintenance strategy and procedures for the Works and Installations;
 - (iv) a list of items of the Works and Installations requiring routine maintenance and:
 - (1) the recommended frequency of routine maintenance inspection; and
 - (2) checklist and typical inspection record sheets for routine maintenance inspection;
 of such Works and Installations; and
 - (v) recommended maintenance cycle of the Works and Installations.
- (b) The First Owner shall deposit a full copy of the W&I Maintenance Manual at the management office of the Development within one month of the date hereof.
- (c) All Owners may inspect such deposited W&I Maintenance Manual at the management office of the Development during normal office hours free of charge. A copy of the W&I Maintenance Manual shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. All such charges shall be credited to the Special Fund.
- (d) After the W&I Maintenance Manual has been deposited in accordance with Clause 14.11(b), the Owners may by a resolution at an Owners' meeting revise, as may be necessary (e.g. the addition of works and installations in the Development, the updating of maintenance strategies in step with changing requirements, etc), Schedule 8 and/or the W&I Maintenance Manual, in which event the Manager shall procure from a qualified professional or consultant (as may be prescribed by a resolution at an Owners' meeting) the revised Schedule 8 and/or the revised W&I Maintenance Manual (within such time as may be prescribed by a resolution at an Owners' meeting) to be approved by a resolution at an Owners' meeting. All costs incidental to the preparation of the revised Schedule 8 and/or the revised W&I Maintenance Manual shall, subject to Clause 10.4(i), be paid out of the Special Fund. For the avoidance of doubt, the passing of any of the resolutions referred to in this Clause 14.11(d) shall be subject to Clause 11.11(e).
- (e) The Manager shall deposit the revised W&I Maintenance Manual at the management office of the Development within one month from the date of its preparation. Clauses 14.11(c) and (d) shall apply (*mutatis mutandis*) to the revised W&I Maintenance Manual.

- (f) The Manager shall use all reasonable endeavour to register the revised Schedule 8 at the Land Registry as soon as practicable after its approval by a resolution at an Owners' meeting.

14.12 Certain Common Areas. The Wider Corridors and Lift Lobbies shall only be used as corridors and lift lobbies by persons permitted by this Deed to make use of the same.

SCHEDULE 1
Allocation of Shares

Part 1
General Allocation of Shares

<i>PART OF THE DEVELOPMENT CONCERNED</i>	<i>SHARES</i>
Flats	288,355 (Note 1)
Houses (Note 2)	
House 1	3,551
House 2	3,587
House 3	3,521
House 5	3,509
House 6	3,496
House 7	3,485
House 8	3,505
House 9	3,467
Subtotal	28,121
Parking Spaces, of which	
188 nos. are for the parking of private cars having 134 Shares each; and	25,192
22 nos. are for the parking of motorcycle having 25 Shares each	550
Subtotal	25,742

<i>PART OF THE DEVELOPMENT CONCERNED</i>	<i>SHARES</i>
Commercial Units	
Commercial Unit 1	1,030
Commercial Unit 2	701
Commercial Unit 3	551
Commercial Unit 5	495
Commercial Unit 6	491
Commercial Unit 7	524
Commercial Unit 8	408
Commercial Unit 9	351
Commercial Unit 10	13,973
Subtotal	18,524
Common Areas	50
TOTAL	360,792

Notes:

- (1) Allocation of Shares among the Flats is shown in Part 2.
- (2) There is no House 4. Each House includes the flat roof and garden held therewith.
- (3) There is no Commercial Unit 4.

Part 2

Allocation of Shares among the Flats

Shares are allocated to the Flats as follows.

Tower 1

Floor	Flat	Shares
G/F § ※	A	2,206
1/F ‡	A	2,031
2-9/F *	A	2,032 per Flat
2-9/F *	B	1,472 per Flat
10/F † ‡	A	3,026
10/F † ‡	B	1,646
TOTAL		33,437

Tower 2

Floor	Flat	Shares
G/F & 1/F # § ※	A	2,494
G/F & 1/F # § ※	B	2,285
2-8/F *	A	1,963 per Flat
2-8/F *	B	1,953 per Flat
9/F & 10/F # † ‡	A	2,429
9/F	B	1,953
TOTAL		32,657

Tower 3

Floor	Flat	Shares
G/F & 1/F # §	A	2,629
G/F & 1/F # § ※	B	2,558
2-9/F *	A	2,277 per Flat
2-8/F *	B	2,185 per Flat
9/F	B	2,203
10/F † ‡	A	3,514
TOTAL		39,953

Tower 5

Floor	Flat	Shares
G/F § ※	A	1,635
G/F & 1/F # § ※	B	1,926
1/F	A	1,537
2-9/F *	A	1,515 per Flat
2-9/F *	B	1,625 per Flat
10/F † ‡	A	1,685
10/F † ‡	B	1,804
TOTAL		30,567

Tower 6

Floor	Flat	Shares
G/F & 1/F # § ※	A	1,326
G/F § ※	B	1,168
1/F	B	1,168
2-9/F *	A	1,122 per Flat
2-9/F *	B	1,118 per Flat
10/F † ‡	A	1,269
10/F † ‡	B	1,265
TOTAL		21,876

Tower 7

Floor	Flat	Shares
G/F & 1/F # § ※	A	1,655
2-9/F *	A	1,326 per Flat
2/F	B	1,053
2-9/F *	C	989 per Flat
2-9/F *	D	1,029 per Flat
3-9/F *	B	1,069 per Flat
10/F † ‡	A	1,456
10/F † ‡	B	1,233
10/F † ‡	C	1,136
10/F † ‡	D	1,191
TOTAL		37,546

Tower 8

Floor	Flat	Shares
G/F & 1/F # § ※	A	1,691
2-9/F *	A	1,473 per Flat
2/F	B	1,495
2-9/F *	C	966 per Flat
3-9/F *	B	1,487 per Flat
10/F † ‡	A	1,646
10/F † ‡	B	1,662
10/F † ‡	C	1,133
TOTAL		33,622

Tower 9

Floor	Flat	Shares
G/F § ※	A	1,631
G/F & 1/F # § ※	B	1,795
1/F	A	1,531
2-9/F *	A	1,502 per Flat
2-9/F *	B	1,502 per Flat
10/F † ‡	A	1,673
10/F † ‡	B	1,673
TOTAL		29,331

Tower 10

Floor	Flat	Shares
G/F & 1/F # § ※	A	1,803
G/F § ※	B	1,620
1/F	B	1,522
2-9/F *	A	1,508 per Flat
2-9/F *	B	1,502 per Flat
10/F † ‡	A	1,678
10/F † ‡	B	1,673
TOTAL		29,366

There are no designation of Tower 4.

* There are no designation of 4th floors.

Being one duplex Flat with parts located on the floors indicated.

† Each of these Flats includes the roof held therewith.

‡ Each of these Flats includes the flat roof held therewith.

§ Each of these Flats includes the garden held therewith.

※ Each of these Flats includes the yard held therewith.

SCHEDULE 2**Management Shares****Part 1****General Allocation of Management Shares**

<i>PART OF THE DEVELOPMENT CONCERNED</i>	<i>MANAGEMENT SHARES</i>
Flats	288,355 (Note 1)
Houses (Note 2)	
House 1	3,551
House 2	3,587
House 3	3,521
House 5	3,509
House 6	3,496
House 7	3,485
House 8	3,505
House 9	3,467
Subtotal	28,121
Parking Spaces, of which	
188 nos. are for the parking of private cars having 134 Management Shares each; and	25,192
22 nos. are for the parking of motorcycle having 25 Management Shares each	550
Subtotal	25,742

<i>PART OF THE DEVELOPMENT CONCERNED</i>	<i>MANAGEMENT SHARES</i>
Commercial Units	
Commercial Unit 1	1,030
Commercial Unit 2	701
Commercial Unit 3	551
Commercial Unit 5	495
Commercial Unit 6	491
Commercial Unit 7	524
Commercial Unit 8	408
Commercial Unit 9	351
Commercial Unit 10	13,973
Subtotal	18,524
TOTAL	360,742

Notes:

- (1) Allocation of Management Shares among the Flats is shown in Part 2.
- (2) There is no House 4. Each House includes the flat roof and garden held therewith.
- (3) There is no Commercial Unit 4.

Part 2

Allocation of Management Shares among the Flats

Management Shares are allocated to the Flats as follows.

Tower 1

Floor	Flat	Management Shares
G/F § ※	A	2,206
1/F ‡	A	2,031
2-9/F *	A	2,032 per Flat
2-9/F *	B	1,472 per Flat
10/F † ‡	A	3,026
10/F † ‡	B	1,646
TOTAL		33,437

Tower 2

Floor	Flat	Management Shares
G/F & 1/F # § ※	A	2,494
G/F & 1/F # § ※	B	2,285
2-8/F *	A	1,963 per Flat
2-8/F *	B	1,953 per Flat
9/F & 10/F # † ‡	A	2,429
9/F	B	1,953
TOTAL		32,657

Tower 3

Floor	Flat	Management Shares
G/F & 1/F # §	A	2,629
G/F & 1/F # § ※	B	2,558
2-9/F *	A	2,277 per Flat
2-8/F *	B	2,185 per Flat
9/F	B	2,203
10/F † ‡	A	3,514
TOTAL		39,953

Tower 5

Floor	Flat	Management Shares
G/F § ※	A	1,635
G/F & 1/F # § ※	B	1,926
1/F	A	1,537
2-9/F *	A	1,515 per Flat
2-9/F *	B	1,625 per Flat
10/F † ‡	A	1,685
10/F † ‡	B	1,804
TOTAL		30,567

Tower 6

Floor	Flat	Management Shares
G/F & 1/F # § ※	A	1,326
G/F § ※	B	1,168
1/F	B	1,168
2-9/F *	A	1,122 per Flat
2-9/F *	B	1,118 per Flat
10/F † ‡	A	1,269
10/F † ‡	B	1,265
TOTAL		21,876

Tower 7

Floor	Flat	Management Shares
G/F & 1/F # § ※	A	1,655
2-9/F *	A	1,326 per Flat
2/F	B	1,053
2-9/F *	C	989 per Flat
2-9/F *	D	1,029 per Flat
3-9/F *	B	1,069 per Flat
10/F † ‡	A	1,456
10/F † ‡	B	1,233
10/F † ‡	C	1,136
10/F † ‡	D	1,191
TOTAL		37,546

Tower 8

Floor	Flat	Management Shares
G/F & 1/F # § ※	A	1,691
2-9/F *	A	1,473 per Flat
2/F	B	1,495
2-9/F *	C	966 per Flat
3-9/F *	B	1,487 per Flat
10/F † ‡	A	1,646
10/F † ‡	B	1,662
10/F † ‡	C	1,133
TOTAL		33,622

Tower 9

Floor	Flat	Management Shares
G/F § ※	A	1,631
G/F & 1/F # § ※	B	1,795
1/F	A	1,531
2-9/F *	A	1,502 per Flat
2-9/F *	B	1,502 per Flat
10/F † ‡	A	1,673
10/F † ‡	B	1,673
TOTAL		29,331

Tower 10

Floor	Flat	Management Shares
G/F & 1/F # § ※	A	1,803
G/F § ※	B	1,620
1/F	B	1,522
2-9/F *	A	1,508 per Flat
2-9/F *	B	1,502 per Flat
10/F † ‡	A	1,678
10/F † ‡	B	1,673
TOTAL		29,366

There are no designation of Tower 4.

- * There are no designation of 4th floors.
- # Being one duplex Flat with parts located on the floors indicated.
- † Each of these Flats includes the roof held therewith.
- ‡ Each of these Flats includes the flat roof held therewith.
- § Each of these Flats includes the garden held therewith.
- ※ Each of these Flats includes the yard held therewith.

SCHEDULE 3

PART A - RIGHTS OF OWNERS

Each Owner shall have the benefit of the following rights (in common with all persons having the like right):

1. Right to use Common Areas. Subject to the rights of the Manager and the First Owner in this Deed and subject also to the Land Grant, the right for the Owner and his tenants, licensees and invitees to use the Common Areas for all purposes connected with the proper use and enjoyment of his Unit Provided That:
 - (a) the Recreational Facilities may only be used for such purposes by the residents of the Residential Units and their bona fide visitors;
 - (b) notwithstanding paragraph 1(a) of Part A of this Schedule, the Owners, tenants, licensees and invitees of any Unit may always make use of the Common Areas covered by paragraph 1(a) of Part A of this Schedule for the purpose of:
 - (i) escape or seeking refuge in case of a fire or other emergency; or
 - (ii) obtaining access to and from their respective Units (or parts thereof) or any category of Common Areas which they are entitled to make use of, where such access cannot practically be obtained other than through the Common Areas referred to in paragraph 1(a) of Part A of this Schedule; and
 - (c) nothing in this paragraph 1 shall prejudice any right granted under paragraphs 2 to 5 of Part A of this Schedule.
2. Right of support and shelter. The right to subjacent and lateral support and to shelter and protection from the other parts of the Land.
3. Right to passage of utility services. The right to uninterrupted passage and running of soil, water, gas, electricity, air, smoke, information and other utility services (if any) from and to his Unit through the Conduits which are now or may at any time be in, under or passing through the Land for the proper use and enjoyment of his Unit.
4. Right of entry to other parts of Land to repair. The right for any Owner with or without surveyors, workmen and others and with or without plant, equipment and materials at all reasonable times upon notice (except in an emergency when no notice is required and the entry may take place at all times) to enter upon other parts of the Land for the purpose of carrying out any works for the maintenance and repair of his Unit (such works 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 reasonably possible and forthwith making good any damage thereby caused to any part of the Land.

5. Right to easements. All other easements, rights and privileges belonging or appertaining to the Land.

PART B - RIGHTS TO WHICH OWNERS ARE SUBJECT

Each Owner holds his Unit subject to the following:

1. Land Grant. Any rights and privileges reserved to the Government in the Land Grant.
2. First Owner's and Manager's rights of entry. The right (if any) for the First Owner and the Manager (or either of them) to enter his Unit as provided under this Deed.
3. Other Rights. Rights and privileges equivalent to those contained in paragraphs 2, 3, 4 and 5 of Part A of this Schedule.

SCHEDULE 4

Common Areas

Subject to the express provisions of this Deed, the Common Areas include (to the extent not forming part of any Unit):

- (a) External walls and load bearing walls, foundations, columns, beams and other structural supports.
- (b) Walls enclosing passageways, corridors and staircases.
- (c) The roofs, chimneys, gables, gutters, lightning conductors, satellite dishes and ancillary equipment, acrias and aerial cables.
- (d) Parapet walls, fences and boundary walls.
- (e) Vents serving 2 or more Units.
- (f) Water tanks, reservoirs, pumps, wells, sewers, sewage treatment plants, drains, soil pipes, waste pipes, channels, water-courses, gutters, ducts, downpipes, cables, conduits, refuse chutes, hoppers and refuse container chambers.
- (g) Cellars, toilets, water closets, wash houses, bathhouses, kitchens and caretakers' flats.
- (h) Passageways, corridors, staircases, landings, light wells, staircase window frames and glazing, hatchways, roofways and outlets to the roofs and doors and gates giving access thereto.
- (i) Lifts, lift doors, escalators, lift shafts and machinery and apparatus used in connection therewith and the housing thereof.
- (j) Lighting apparatus, air conditioning apparatus, central heating apparatus, fire fighting equipment and installations intended for the use and benefit of all of the owners generally and any room or chamber in which such apparatus, equipment or installation is fitted or installed.
- (k) Fixtures situated in a Unit which are used in connection with the enjoyment of any other Unit or other portion of the building.
- (l) Lawns, gardens and playgrounds and any other recreational areas.
- (m) Swimming pools, tennis courts, basketball courts, squash courts and premises containing or housing any other sporting or recreational facilities.
- (n) Clubhouses, gymnasiums, sauna rooms and premises containing health or leisure facilities.

- (o) Slopes, gradients and retaining walls including sea walls (if any) comprising or forming part of any land which is in common ownership with the Development.
- (p) Areas for installation or use of aerial broadcast distribution or telecommunications network facilities.
- (q) loading and unloading spaces.

SCHEDULE 5

Owners' Covenants

1. Use.

- (a) To comply with the terms of the Land Grant and all laws applicable to his Unit or the use of or any activity which may from time to time be carried out in or in relation to his Unit.
- (b) Not to use:
 - (i) a Residential Unit other than for private residential use and without prejudice to the generality of the above, no Residential Unit shall be used as a boarding house or for any form of commercial letting or occupancy in bed spaces or cubicles Provided That the First Owner may use any Residential Unit owned by it as a show flat; and
 - (ii) any part of the Development other than for purposes from time to time permitted by the Land Grant and the law Provided That no part of the Development shall be used as a pawn shop, mahjong school, funeral parlour, coffin shop, temple, Buddhist hall, or any activity or purpose related to gambling (except any betting or similar activity undertaken or operated by the Hong Kong Jockey Club, or any purpose or other activity related thereto), the production, sale, storage, display or viewing of pornographic materials, funeral, burial, cremation or any form of ancestor worship or a ceremony known as "Ta Chai (打齋)".
- (c) Not to do anything or permit or suffer to be done anything whereby any insurance taken out by the Manager under this Deed may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this covenant to pay to the Manager the amount of any increase in premium caused by such breach in addition to any other liability incurred thereby.
- (d) Not to do anything or permit or suffer to be done anything which interferes with or is likely to interfere with any construction work on the Land or the exercise or performance of the Manager's powers and duties under this Deed.
- (e) Not to use his Unit or permit or suffer his Unit to be used for any purpose or activity which is illegal, noxious, dangerous or offensive or which may be or become a nuisance to or cause damage or annoyance to any other Owner or occupier of the Land or neighbouring premises.
- (f) (i) Not to keep any pet or animal:
 - (1) in any Residential Unit in such a way as to give rise to 2 or more reasonable complaints from Owners to the Manager;
 - (2) in any Parking Space; and

- (3) in a Commercial Unit Provided That:
- (A) pets may be kept in a Commercial Unit used for the running of a pet shop if the same are kept in reasonable numbers in the ordinary course of business of a pet shop; and
 - (B) livestock, fish, poultry or animals may be kept in a Commercial Unit in which a restaurant or supermarket is run if the same are kept in reasonable numbers in the ordinary course of business of a restaurant or (as the case may be) supermarket.
- (ii) Where the keeping of pet or animal is permitted under paragraph 1(f)(i) of this Schedule, to at all times comply with all Development Rules and all laws (including without limitation the Dogs and Cats Ordinance (Cap.167) of the Laws of Hong Kong) applicable to the keeping, regulation or control of his pet or animal.
- (g) Not to cause the maximum floor loading-bearing capacity of any floor to be exceeded and in the event of any breach of this covenant to make good any damage caused thereby.
- (h) Not to store in any Unit any dangerous or combustible goods Provided That the storage of such goods in the Commercial Unit in amounts which are reasonable in the ordinary course of the business carried out in the Commercial Unit, or the storage of a reasonable amount of fuel in a Residential Unit for domestic cooking, shall not be a breach of this covenant if:
- (i) such storage will not result in:
 - (1) a contravention of any law;
 - (2) any policy of insurance taken out by the Manager under this Deed becoming void or voidable; or
 - (3) the Manager not being able to take out any insurance under this Deed; and
 - (ii) any increase in premia for any insurance taken or to be taken out by the Manager under this Deed as a result of such storage is borne by the Owner making the storage.
- (i) Not to store goods in any Residential Unit other than the personal and household possessions of the Owner or occupier.
- (j) Not to alter, damage or interfere with Conduits which serve another part of the Land.

- (k) Not to do anything or permit or suffer to be done anything which may obstruct any means of fire escape or refuge area in the Development and (where necessary) to permit Owners, occupiers, licensees and invitees of other parts of the Development to pass and repass through his Unit for the purpose of escaping or seeking refuge in the case of a fire or other emergency.
 - (l) To observe and comply with all Development Rules.
 - (m) To use a balcony or (as the case may be) utility platform forming part of his Residential Unit only as a balcony or (as the case may be) utility platform in connection with the use and enjoyment of the Residential Unit.
 - (n) To comply with the NIAR in respect of all Noise Mitigation Measures forming part of his Unit.
2. Outgoings. To pay and discharge all taxes, rates, assessments and outgoings payable in respect of his Unit and to indemnify the other Owners against all liabilities in respect thereof Provided That all outgoings including Monthly Management Fees and Government rent payable in respect of a Unit up to and inclusive of the date of the first assignment of that Unit shall be paid by the First Owner.
3. Repair. To, at his own expense, inspect, maintain and carry out all necessary works for the maintenance of:
- (a) his Unit and without prejudice to the generality of the foregoing, the Owner of a Residential Unit shall keep any flat roof, balcony or utility platform forming part of his Residential Unit or any covered areas forming part of his Residential Unit beneath any balcony and utility platform in good and substantial repair and condition;
 - (b) the Development and the Works and Installations, subject to the provisions of this Deed; and
 - (c) all Noise Mitigation Measures forming part of his Unit in accordance with the NIAR.
4. Alterations.
- (a) Not to make any structural alteration to any part of the Development which will interfere with or affect the rights of any other Owner and not to make any structural alteration to any part of the Development without first obtaining the consent of the Manager.
 - (b)
 - (i) No Owner of a Unit shall install any air-conditioning units in any window or external wall of the Development other than at places designated for such purpose without the consent of the Manager.
 - (ii) To take all possible measures to prevent excessive noise, condensation or dripping from any air-conditioning units.

- (c) Not to make any alteration to any installation or fixture in the Development so as to or do anything which will affect or be likely to affect the supply or running of soil, water, electricity, gas, air, smoke, light, information or other matters to other parts of the Land or the normal functioning of the Common Areas.
- (d) Not to install at any entrance to a Residential Unit any metal grille, shutter or gate:
 - (i) which contravenes the Fire Services Ordinance (Cap. 95) of the Laws of Hong Kong; or
 - (ii) without the consent of the Manager.
- (e) Not to sub-divide a Residential Unit or Parking Space or the Shares allocated to or the Right to Occupy a Residential Unit or (as the case may be) Parking Space.
- (f) Not to erect, build or install any structure or other things, whether permanently or temporarily, in any balcony, utility platform or flat roof forming part of his Residential Unit except air-conditioning units within the balcony or utility platform if approved by the Manager.
- (g) Not to do anything whereby any:
 - (i) balcony forming part of his Residential Unit;
 - (ii) covered areas forming part of his Residential Unit beneath any balcony;
 - (iii) utility platform forming part of his Residential Unit;
 - (iv) covered areas forming part of his Residential Unit beneath any utility platform; or
 - (v) flat roof forming part of his Residential Unit;

will be enclosed above safe parapet height other than as shown in the Building Plans.
- (h) Not to alter the design and location (as shown in the Building Plans) of any balcony or utility platform forming part of his Residential Unit.
- (i) Not to alter the design and location of any Noise Mitigation Measures forming part of his Unit.

5. Exterior of Development.

- (a) Not to, save with the consent of the Manager:
 - (i) do anything in or to any Residential Unit which will or may, in the opinion of the Manager, alter or adversely affect the external appearance of the Development or the Land;
 - (ii) change the design, style or colour of the glass, glazing, frame, railing, guard, grille or other structure of any window forming part of his Residential Unit; and
 - (iii) erect install affix or display any railing, guard, grille, shades on or to any window forming part of his Residential Unit.
- (b) Not to connect any installation to the communal television, radio or telecommunications aerial, cable, satellite system or other similar apparatus or any Conduit installed by the First Owner or the Manager except in accordance with applicable Development Rules.
- (c) No Owner of a Residential Unit shall fix or display any Signs, cages, shades or other items on the exterior of the Development.
- (d) Not to leave in any balcony, utility platform, flat roof, garden or yard forming part of his Residential Unit any matter which may, in the reasonable opinion of the Manager, adversely affect the appearance of the Development.
- (e) Not to use any balcony, flat roof, garden or yard forming part of his Residential Unit for the drying of laundry.

6. Common Areas.

- (a) Not to obstruct the Common Areas, leave any dustbins, refuse, furniture or other things nor do anything in or to the Common Areas which may be or become a nuisance to any other Owners or occupiers of the Land or any neighbouring premises.
- (b) Not to alter the Common Areas or do anything which may, in the opinion of the Manager, interfere with or damage the Common Areas or adversely affect the normal functioning of the Common Areas and to indemnify the Manager and the other Owners for all losses incurred by the Manager and/or the other Owners (or any or some of them) as a result of a breach of this covenant including all costs and expenses incurred by the Manager in repairing the damage to or removing the interference with or restoring the normal functioning of those of the Common Areas affected by the breach.
- (c) Not to bring any animal or pet into such Common Areas as the Manager may from time to time specify and when remaining in any Common Areas which an animal may be brought into to take all measures to prevent that animal or pet from causing any nuisance, danger, injury or damage and without

limitation of the foregoing, dogs shall at all times be securely held on a leash and fitted with a muzzle sufficient to prevent it from biting any person.

- (d) Not to make any connection to any system, equipment, plant, facility or Conduit forming part of the Common Areas except with the consent of the Manager and in accordance with the Development Rules Provided That for the avoidance of doubt this covenant does not restrict the making of normal connection to a socket (whether for electricity or telecommunication) in a Commercial Unit, a Flat or a House.
- (e) To follow instructions which may from time to time be given by the Manager in relation to refuse collection facilities in the Development.
- (f) Not to convert any of the Common Areas to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained. Any payment received for the granting of such approval shall be credited to the Special Fund. All outgoings (including those for the supply of water, gas, electricity, telecommunication, information and other utility services) relating to such conversion shall be borne by the Owner carrying out that conversion solely and directly. Where the outgoings concerned is not exclusively related to that conversion, and it is not practicable to have a separate meter or other similar device for apportionment, the Manager may attribute a certain portion of the outgoings to that conversion as the Manager may reasonably consider appropriate.

7. Conduits.

- (a) Not to do anything whereby the flush or drainage system of the Land may be clogged or impaired.
- (b) Not to allow any noxious, dangerous, poisonous, corrosive or objectionable effluent to be discharged into any Conduit on the Land and to ensure that discharged effluent will not corrode or be harmful to the flush or drainage system of the Land.
- (c) Not to allow sewage or refuse water to flow from the Land onto any adjoining land or to allow any waste to be deposited on the Land and to remove all refuse and waste in a proper manner.

8. Partitioning. No Owner (except the First Owner acting in compliance with the Land Grant) shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land and/or the Development.

9. Works.

- (a) To ensure that works to his Unit will be carried out in accordance with the law, the Land Grant, this Deed and the Development Rules with sufficient safety and protection measures being implemented to the satisfaction of the Manager.

- (b) To properly remove from the Land in accordance with directions which may be given by the Manager from time to time all debris, surplus building materials or other waste resulting from any works to his Unit.
 - (c) To pay the Decoration Deposit to the Manager prior to the commencement of works.
 - (d) To indemnify the Manager for all costs, expenses or losses which the Manager may incur or suffer as a result of the carrying out of any works to his Unit, or the acts or omissions of the Owner or its employees, agents, contractors or licensees in connection with such works, or the breach of any provision of this paragraph 9.
10. Compliance by tenant, etc. To take all reasonable steps to prevent the tenants, occupiers, licensees and invitees of his Unit from doing anything which may interfere with or affect the management of the Land or constitute a breach of the Land Grant, this Deed or the Development Rules.

SCHEDULE 6

Additional Rights

PART A - ADDITIONAL RIGHTS OF THE FIRST OWNER

1. Common Areas. The right to assign to the Manager without consideration the Common Areas Shares and the Common Areas, which shall be held by the Manager in trust for the Owners in accordance with this Deed.
2. Additional Common Areas. Subject to the approval by a resolution passed at an Owners' meeting, the right to designate on such terms as it considers fit any part of the Land which it has the Right to Occupy to be additional Common Areas and, after such designation, the expense of maintaining such additional Common Areas shall be included in the Management Expenses Provided That such designation shall not adversely affect any Owner's Right to Occupy his Unit(s). Any additional Management Expenses arising from such designation shall be allocated in accordance with the principles set out in Clause 10.3(g). Neither the First Owner nor the Manager will have the right to re-convert or re-designate such additional Common Areas to his own use or benefit.
3. Amendments to Building Plans and other plans. Subject to obtaining any necessary consent under the Land Grant and the law, the rights to:
 - (a) add to or amend the Building Plans or any plan or proposal (if any) prepared or which requires approval under the Land Grant (including master layout plans, landscaping proposals and car park layout plans) or any law; and
 - (b) carry out any works to implement such addition or amendment;Provided That:
 - (c) such rights may only be exercised in respect of any part of the Land which it has the Right to Occupy; and
 - (d) these rights shall not be exercised so as to impede or restrict access to or from any part of the Land which the First Owner does not have the Right to Occupy.
4. Alterations. Subject to all necessary approval under the Land Grant and the law having been obtained, the right to make structural or non-structural alterations or additions to those parts of the Land which the First Owner has the Right to Occupy without the concurrence of any Owner or the Manager or any other person Provided That:
 - (a) any such structural alteration shall not interfere with or affect the rights of any other Owner; and
 - (b) all approvals required under the law and the Land Grant have been obtained.

5. Fixtures. The right for itself, the Manager and their licensees to install, operate, affix, maintain, alter, renew and remove any Signs, plant, machinery, aerials and any other fixtures or facilities on or within the Common Areas and on the parts of the Land which it has the Right to Occupy Provided That if this right is exercised in relation to the Common Areas:
- (a) written approval by a resolution of the Owners at an Owners' meeting is obtained prior to the exercise of such right;
 - (b) access to and use and enjoyment of the Unit of any other Owner shall not be unreasonably affected; and
 - (c) any consideration received from the exercise of this right shall be credited to the Special Fund.
6. Entry to Carry Out Works.
- (a) The right to enter any part of the Land at all reasonable times to complete or commission the development of the Land or the Common Areas and carry out any works to the Land it is permitted to carry out under this Deed and to license or otherwise permit any other person to do so on such terms as the First Owner deems fit Provided That:
 - (i) except in an emergency when no notice is required and the entry may take place at all times, this right may only be exercised by the First Owner upon giving notice to:
 - (1) the Manager, if this right is exercised in relation to the Common Areas; or
 - (2) the Owner who has the Right to Occupy the Unit concerned, if this right is exercised in relation to a Unit;
 - (ii) access to and use and enjoyment of the Unit of any Owner shall not be unreasonably affected; and
 - (iii) the First Owner shall rectify any damage to the Land caused by the negligence acts or omissions of its employees and agents in the course of exercising such rights but otherwise the First Owner shall have no liability to the other Owners for any inconvenience, disturbance or loss that may be caused by such works.
 - (b) The right to issue instructions to the Owners and occupiers of the Development and their respective licensees, visitors and invitees that they may or may not use any part of the Land while the works or activities referred to in paragraph 6(a) of Part A of this Schedule are being carried out.

- (c) Any right of entry of the First Owner under this paragraph 6 may be exercisable by the First Owner with or without surveyors, workmen and contractors and with or without plant, equipment, materials and machinery.
7. Name of Development. The right to change the name of the Development or any part thereof as long as the First Owner remains the Owner of any of the Units and the First Owner shall not be liable to any Owner or other person for any losses resulting therefrom.
8. User. The right (subject to obtaining any necessary consent under the Land Grant and the law and provided that the written approval by a resolution of Owners at an Owners' meeting is obtained prior to the exercise of such right) to change the user of any part of the Land as provided in the Land Grant which the First Owner has the Right to Occupy.
9. Dedication to Public. The right to dedicate to the public any part of the Land which the First Owner has the Right to Occupy for the purposes of passage with or without vehicles or in such manner as the First Owner shall consider fit Provided That:
- (a) access to and use and enjoyment of the Unit of any Owner shall not be unreasonably affected; and
 - (b) no Owner (except the First Owner) may claim any consideration or compensation or benefit offered by the Government for such dedication if the Building Authority permits the site coverage or the plot ratio for any building within the Land to exceed the permitted percentage site coverage or the permitted plot ratio (as the case may be) as a result of such dedication.
10. Boundaries of the Land. Subject to the prior approval of the Owners' Committee (if formed), the right to adjust the boundaries of the Land and to negotiate or to reach any agreement with the Government in connection therewith and for that purpose to effect any surrender, extension or re-grant of the Land Grant.
11. Surrender to Government. The right to surrender or assign any part of the Land which the First Owner has the Right to Occupy which is required to be surrendered or assigned to the Government.
12. Amendments to Land Grant. Subject to the prior written approval by a resolution of Owners at an Owners' meeting, the right to:
- (a) apply to, negotiate and agree with the Government to vary or modify the Land Grant or any provision thereof, or to obtain any waiver or no-objection by the Government relating to any provision thereof, in such manner as the First Owner may consider fit;
 - (b) execute any document relating to such variation, modification, waiver or no-objection in the name of the First Owner without joining in any other Owner; and

- (c) bind the other Owners to such variation, modification, waiver or no-objection or any document relating thereto executed by the First Owner as mentioned above;

Provided That:

- (d) an Owner's Right to Occupy and access to or from his Unit shall not be adversely affected;
 - (e) the First Owner shall be solely responsible for any administrative fee and premium payable in respect of such variation, modification, waiver or no objection; and
 - (f) the rights conferred by this paragraph 12 on the First Owner shall be restricted to and only exercisable in respect of the part of the Land which the First Owner has the Right to Occupy.
13. Right of way, etc. The right to obtain the grant of any easements, rights of way or any other rights of whatever nature whether proprietary, contractual or otherwise over or in relation to any adjoining or neighbouring land for the benefit of the Land on such terms and conditions as the First Owner considers fit Provided That the prior approval of the Owners' Committee (if formed) shall be obtained if payment out of the Management Funds is involved.
14. Consideration received by the First Owner. Unless otherwise expressly provided in this Deed, the right to retain for its own use and benefit any consideration or benefit received or receivable by the First Owner or otherwise arising through the exercise of any right in this Schedule.

PART B - ADDITIONAL RIGHTS OF THE OWNER OF A COMMERCIAL UNIT

1. Erection of Signs and Shop Front. Subject to the Land Grant and the law, to from time to time:
- (a) install, amend and remove Signs as the Owner of his Commercial Unit deems fit in any part of his Commercial Unit; and
 - (b) adopt and change such design, colour scheme and materials for the front of his Commercial Unit as its Owner deems fit

Provided That the appearance (including the type, design, style, size, height and material) of the shopfront of his Commercial Unit (and any Sign if that Sign forms part of the shopfront) shall be subject to the approval of the Manager which shall not be unreasonably withheld.

2. Sub-division.

- (a) To sub-divide, in such manner as he deems fit, his Commercial Unit, the Shares allocated thereto under this Deed and the Right to Occupy attached to such Shares;
- (b) Without prejudice to the generality of paragraph 2(a) above, to:
 - (i) sub-allocate to any part of his Commercial Unit such of the Shares and Management Shares allocated to the Commercial Unit under this Deed as he deems fit;
 - (ii) sell, assign, charge, mortgage or otherwise dispose of or deal with such sub-allocated Shares together with the Right to Occupy the part of his Commercial Unit to which such Shares are sub-allocated;
 - (iii) enter into a Sub-Deed of Mutual Covenant in relation to his sub-divided Commercial Unit (in this paragraph 2(b), the "Sub-DMC")
Provided that:
 - (1) the Director of Lands has given his approval or waived the requirement for his approval of the Sub-DMC; and
 - (2) the Sub-DMC shall not conflict with this Deed or the Land Grant.

SCHEDULE 7

Powers of Manager

1. Collection of Money. To demand and collect all money payable by the Owners under this Deed.
2. Insurance.
 - (a) Subject to the direction of the Owners' Corporation (if formed), to insure on such terms as the Manager may determine:
 - (i) the Common Areas in their full new reinstatement values in respect of loss or damage by fire or other risks; and
 - (ii) the Owners and the Manager in respect of such public, third party and occupier's liability, employer's liability in respect of employees employed within or exclusively in connection with the management of the Land, and other risks and liabilities as the Manager may decide in such amounts as the Manager deems fit,with some reputable insurance company as comprehensively as reasonably and commercially possible in the name of the Manager and for and on behalf of the Owners according to their respective interests and to pay all premia required to keep such insurance policies in force. Such insurance could be a block insurance for the entire Development including areas which are not Common Areas.
 - (b) Subject to Clause 13.1, to pay out or apply all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss to any Common Areas in the repair, rebuilding or reinstatement of that part of the Common Areas.
 - (c) To pay out or apply all insurance money, compensation or damages recovered by the Manager in respect of any public, third party, occupier's, employer's, or other liability in remedying or compensating the loss or other matter for which it was paid.
3. Repair, maintenance and improvement of Common Areas.
 - (a) To take all steps as the Manager may decide for putting and keeping the Common Areas in good and substantial repair, in a clean, tidy and proper working condition and appropriately decorated, landscaped, lit and ventilated.
 - (b) Subject always to Clause 8.4, where reasonably required, to rebuild, renew, improve and upgrade the Common Areas as it deems fit and build or install additional common facilities as it deems fit in each case to a standard commensurate with the status of the Development.
 - (c) To replace any broken glass in the Common Areas.

- (d) To keep the Conduits forming part of the Common Areas free from obstructions and in proper working condition.
- (e) To cultivate, irrigate and maintain plant and landscaping works in the Common Areas, if any.

4. Control and operation and administration of Common Areas.

- (a) To have exclusive control over the Common Areas and to generally administer and manage the Common Areas.
- (b) To operate the Common Areas in such manner as the Manager deems fit.
- (c) To comply with and ensure compliance with all laws and provisions of the Land Grant which are applicable to the Common Areas or the Land as a whole.
- (d) To regulate pedestrian traffic in the Common Areas.
- (e) To prevent obstruction of the Common Areas.
- (f) If any article or vehicle is, in the Manager's opinion, causing obstruction of the Common Areas or is brought onto or remains in the Common Areas in contravention of this Deed or the Development Rules or parking fees payable in respect of any vehicle parked in areas comprised in the Common Areas have not been paid, to:
 - (i) impound the article or vehicle concerned;
 - (ii) recover from the Owner who or whose tenant, licensee or visitor has brought the article onto the Common Areas (in this paragraph 4(f), the "Defaulting Owner") all costs and expenses incurred by the Manager in the impoundment and (as the case may be) the parking fees in default and other penalties and charges;
 - (iii) pending the recovery of such costs, expenses, parking fees, penalties and charges, claim a lien on the article or vehicle; and
 - (iv) if these amounts are not paid within a time which the Manager may in its absolute discretion determine, dispose of the article or vehicle in such manner as the Manager may decide and apply the proceeds towards payment of the amounts secured by the lien;

Provided That the Defaulting Owner shall indemnify the Manager, its employees, agents and contractors and keep them fully indemnified for any losses incurred in exercising the Manager's powers under this paragraph 4(f).

- (g) To take all steps which the Manager considers appropriate for preventing any person from doing anything which may damage or interfere with the Common Areas or the normal functioning thereof.
- (h) To remove from the Common Areas any person who fails to comply with those of the Development Rules governing the use of the Common Areas or the conduct of any person using or present in the Common Areas.
- (i) To charge as the Manager deems fit a fee for the entry into and/or use of the Recreational Facilities (or any part thereof) Provided that all fees so received shall form part of the Management Funds.
- (j) Subject to the Land Grant, the law and Clause 8.4 and without prejudice to other rights and powers of the Manager, to carry out such works or other activities to or in the Common Areas in accordance with a resolution of the Owners' Committee.
- (k) To suspend, close or shut down the Common Areas for repairing or replacement which the Manager deems necessary.

5. Refuse Collection.

- (a) To prevent any decaying, noxious, excrementitious or other refuse matter from being deposited in the Land or any part thereof.
- (b) To arrange for refuse to be collected from different parts of and removed from the Land, and to maintain all refuse collection facilities in accordance with the requirements of any Governmental or other competent authority.

6. Prevention of Erosion. So far as reasonably possible, to prevent any refuse or other matter being deposited, washed, eroded or falling from the Land onto any neighbouring property and to remove any such refuse or other matter on or in the Land originating from any neighbouring property.

7. Utilities.

- (a) To make suitable arrangements for the supply of water, gas, electricity, telecommunication, information and other utility services to, from or for the Land.
- (b) Subject to Clause 8.4, to take such steps and make such arrangements from time to time as it considers appropriate to:
 - (i) increase the supply of any utility to the Development when existing supply may not be sufficient to cope with current needs; or
 - (ii) procure to be supplied to the Development any utility not previously supplied to the Development.

Without prejudice to the generality of the above, the Manager may (subject to Clause 8.4 and all approvals required under the law or the Land Grant having been obtained):

- (iii) install or permit any utility supplier to install additional plant, equipment and Conduits which are necessary for increasing the supply of or (as the case may be) supplying the utility concerned in such of the Common Areas as the Manager considers appropriate;
 - (iv) carry out all works to the Common Areas for the purpose of facilitating the installation of such additional plant, equipment and Conduits; and/or
 - (v) convert Common Areas currently used for other purposes for the installation of such additional plant, equipment and Conduits.
- (c) To install, maintain and operate as the Manager deems fit communal radio, television or telecommunication cables, aerials and satellite dishes, Conduits for the transmission of information and other similar apparatus serving the Development.
- (d) To take all reasonable steps to prevent any person from overloading any of the electrical installations and circuits in the Development.
- (e) To negotiate and enter into and perform contracts with operators or providers of telecommunication or internet services for the supply of such services to the Development Provided That the Manager shall not enter into any contract for the installation or use of aerial broadcast distribution or telecommunications network facilities or any contract for the provision of broadcast distribution network or telecommunications network services unless:
- (i) the term of the contract does not exceed 3 years;
 - (ii) the right to be granted under the contract is non-exclusive and the contract provides for sharing the use of the facilities and network with other service providers; and
 - (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services unless he is a subscriber to the relevant services.

Without prejudice to the generality of the foregoing, to make all necessary connections as the Manager deems appropriate to enable the transmission of the services to occupants of the Development.

8. Security. To provide and maintain as the Manager deems fit security personnel, closed circuit T.V. systems, burglar alarms and other security measures for the Land.
9. Appointment of Lawyers. To appoint as it deems fit solicitors or legal counsel to advise upon any matter which arises in relation to the Land or this Deed and to grant

them authority to accept service on behalf of the Owners of legal proceedings relating to the Land and in all proceedings to which the Government is a party to appoint a solicitor who will undertake to accept service on behalf of the Owners (whether for the purpose of Order 10 Rule 1 of the Rules of the High Court or otherwise) within 7 days of being requested to do so by the Government.

10. Contracts.

- (a) To appoint or employ agents, contractors or sub-managers to carry out various aspects of the management of the Development or management in respect of certain area(s) of the Development Provided That the Manager shall not transfer or assign its rights or obligations under this Deed to any such third parties and the Manager shall always remain responsible for the management and control of the whole Development.
- (b) To appoint accountants to audit the management accounts and books and prepare the annual income and expenditure accounts and balance sheets.

11. Enforcement of Deed.

- (a) To enforce and take all reasonable steps to ensure compliance with this Deed and the Development Rules by the Owners, occupiers and licensees of the Land including by the commencement, conduct, defence and enforcement of legal proceedings (the provisions of Clause 10.13 applying to any such action) and by the registration and enforcement of charges in accordance with Clause 10.14.
- (b) To recover all costs and expenses incurred by the Manager in relation to an exercise of its power under paragraph 11(a) of this Schedule from the defaulting Owner.
- (c) To discontinue providing management services to any Owner who breaches this Deed.
- (d) To remove any structure or installation or to demolish any building works in any part of the Land which are in contravention of this Deed, the Land Grant, or the law and to recover from the Owner of the Unit concerned all costs and expenses incurred by the Manager in connection with the exercise of the power in this paragraph 11(d) and making good any damage thereby caused to any other part of the Land Provided That this paragraph 11(d) does not impose any obligation on the Manager to carry out any works or activities it is empowered to carry out under this paragraph 11(d).
- (e) Where an Owner defaults in:
 - (i) any repair or maintenance obligations under this Deed; or
 - (ii) carrying out any activity to his Unit which is required to be carried out under the law or this Deed;

to carry out to or in the Owner's Unit all necessary works or activities as the Manager considers appropriate to ensure compliance with this Deed or (as the case may be) the law, and to recover from the Owner all costs and expenses incurred by the Manager in connection with the exercise of the power in this paragraph 11(e) Provided That this paragraph 11(e) does not impose any obligation on the Manager to carry out any works or activities it is empowered to carry out under this paragraph 11(e).

- (f) To take such steps as the Manager deem appropriate for removing from the Land any animal the presence of which in the Land or any Unit constitutes a contravention of this Deed.
- (g) To remove from the Recreational Facilities, any person who fails to comply with or is in breach of any applicable Development Rule and to exclude any person who has been in persistent breach of such Development Rules from the use of the Recreational Facilities, for such period as the Manager shall in its discretion deem appropriate.
- (h) To post on the public notice boards of or other prominent places in the Development the unit number of any Owner who is in breach of this Deed together with particulars of the breach.

12. Dealings with Government.

- (a) To have the exclusive right to represent the Owners in dealings with the Government or any other competent authority or any other person concerning the Land as a whole or the Common Areas, with power to bind all Owners as to any policy adopted, decision reached or action taken in relation to any such dealings.
- (b) Subject to the approval of the Owners' Committee, to surrender to the Government any part of the Common Areas on such terms and conditions and by deeds and documents of form and substance as the Manager deems fit.
- (c) To comply with any legislation and lawful requirements of the Government and any competent authority.
- (d) To comply with and take all steps the Manager may decide to ensure the compliance with all provisions in the Land Grant applicable to the Land as a whole.

13. Grant and acceptance of leases, rights.

- (a) To, subject to the prior approval of the Owners' Committee, grant upon such terms as it considers appropriate:
 - (i) rights of way and other easements and rights of any other kind (whether constituting an interest in land or otherwise) over or relating to any Common Areas or any part of the Land not forming part of a Unit; and

- (ii) franchises, leases or tenancy agreements in respect of and licences to use any Common Areas;

in either case to such persons (including, without limitations, owners or occupiers of any adjoining or neighbouring property, the Government or members of the general public) and upon such terms as it considers appropriate. All income and receipts arising therefrom shall form part of the Management Funds.

- (b) To obtain, upon such terms as the Manager deems fit but subject to the prior approval of the Owners' Committee, grant of easements, licences or rights of any other kind whether constituting an interest in land or otherwise which will, in the opinion of the Manager, benefit the Owners and occupiers of the Land and to perform all terms and conditions on which such a grant is made.
14. Common Areas Shares. To take an assignment of and hold the Common Areas Shares and the Common Areas on trust in accordance with this Deed.
15. Staff and professional consultants.
- (a) To employ such staff and on such terms as it deems fit to enable it to perform its powers and duties under this Deed and to provide such staff with any necessary accommodation, uniforms, working clothes and all materials and equipment.
 - (b) To retain the service of such professional consultants on such terms as it deems fit for the purpose of carrying out its powers and duties under this Deed.
16. Entry.
- (a) 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 and the entry may take place at all times) any Unit to carry out necessary repairs or renovations to the Development or abate any hazard or nuisance which does or may affect the Common Areas or Owners other than the Owner whose Unit are being entered under the power provided in this paragraph 16(a) Provided That the Manager shall at his own costs and expense make good any damage and be responsible for any liability caused by the negligent, wilful or criminal acts or omissions of the Manager or its employees, agents or contractors in entering any part of the Land pursuant to this paragraph 16(a).
 - (b) To replace broken window glass or glazing in any Unit which remains unreplaced for 7 days after the Manager has served a notice on the Owner or occupier of that Unit requiring him to replace the same Provided That this paragraph 16(b) does not impose any obligation on the Manager to replace any broken window glass in any Unit.

17. Development Rules.

With the approval of the Owners' Committee, if any, to make, revoke and amend Development Rules regulating:

- (a) the use, occupation, security, maintenance, fitting-out, decoration, renovation and environmental control of the Land or any part thereof;
- (b) the conduct of persons occupying, visiting or using the Common Areas and the conditions of such occupation, visit or use, including the payment of charges;
- (c) matters pertaining to the protection of the Common Areas; and
- (d) other matters pertinent to the beneficial management of the Land (including without limitation matters pertaining to the protection of the environment of the Land and the implementation of waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection);

Provided That Development Rules made or amended in accordance with this paragraph 17 shall not be inconsistent with or contravene this Deed (and in case of such inconsistency, this Deed shall prevail), the Ordinance or the Land Grant. Such Development Rules shall bind the Owners, their tenants, licensees and invitees. A copy of the Development Rules shall be posted on the public notice boards of the Development and a copy shall be supplied to each Owner on request on payment of reasonable copying charges. For the avoidance of doubt, the Manager may make or amend such Development Rules before the formation of an Owners' Committee in which case the approval of the Owners' Committee is not required.

- 18. Consent. Subject as otherwise provided in this Deed, to give (with or without conditions) or withhold its consent (such consent shall not be unreasonably withheld) to anything which requires its consent pursuant to this Deed and where any fee is imposed by the Manager as a consideration for the granting of such consent, such fee shall be held for the benefit of the Owners and be credited to the Special Fund. The Manager shall be entitled to charge not more than a reasonable administrative fee for processing and issuing the consent.
- 19. Complaints. To deal with all enquiries, complaints, reports and correspondence relating to the Land.
- 20. Festive decorations. To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development as it deems fit.
- 21. Meetings of Owners. To convene meetings of the Owners and to act as secretary in keeping the minutes of such meetings.
- 22. Acquisition of property. To purchase, hire or otherwise acquire as it deems fit movable property for use in relation to the Land.

23. Execution of documents. For the purpose of effecting any dealing or transaction relating to the Common Areas or the Common Areas Shares in accordance with this Deed, to execute and enter into any deed or document without joining any Owner (including any previous Owner) as a party thereto, the intention being that:
- (a) the Manager, as trustee holding the Common Areas and the Common Areas Shares in accordance with this Deed, is empowered to execute and enter into such deed or document; and
 - (b) such deed and document shall, upon execution by the Manager as trustee empowered as mentioned above, be binding on all Owners as beneficial owners of the Common Areas and the Common Areas Shares.
24. Environmental matters.
- (a) To provide appropriate and sufficient waste separation and recovery facilities consisting of materials that will not cause any fire hazard (including, but not limited to, waste separation bins) at such locations within the Common Areas:
 - (i) as it may consider suitable and convenient to facilitate waste separation and recovery by Owners and occupiers of the Development; and
 - (ii) so as not to cause obstruction to any fire escape route.
 - (b) To ensure that recyclable materials recovered from the waste separation and recovery facilities or through the regular cleaning process shall be properly collected, stored and sent for recycling.
 - (c) To maintain the waste separation and recovery facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development.
 - (d) To organize on a regular basis activities it may consider appropriate to promote the environmental awareness of the Owners and occupiers of the Development and encourage Owners and occupiers of the Development to participate in such activities with a view to improving the environmental conditions of the Development.
 - (e) Subject to the approval of the Owners' Committee or the Owners' Corporation, if formed, to make Development Rules requiring Owners and occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes.
25. Decoration Deposits.
- (a) If any works are to be carried out to a Unit, to obtain from its Owner a refundable Decoration Deposit of such amount as may from time to time be stipulated in the Development Rules.

- (b) Without prejudice to other rights and remedies of the Manager, to deduct from the Decoration Deposit any amount which an Owner is liable to pay to or indemnify the Manager under Schedule 5, paragraph 9(d) and to refund to the Owner concerned the balance (if any) of the Decoration Deposit without interest.

SCHEDULE 8

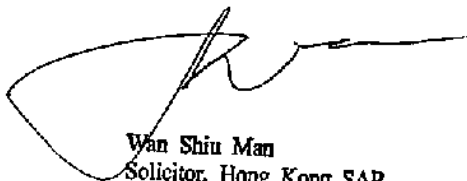
WORKS AND INSTALLATIONS

The following works and installations, to the extent forming Common Areas:

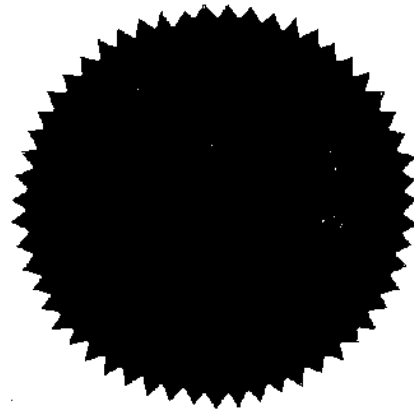
- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) plumbing system;
- (v) drainage system;
- (vi) fire services installations and equipment;
- (vii) electrical wiring system;
- (viii) lift installations (if applicable);
- (ix) gas supply system;
- (x) window installations;
- (xi) car park control system;
- (xii) security system;
- (xiii) landscaping;
- (xiv) air conditioning mechanical ventilation system; and
- (xv) filtration system.

THE COMPANY

SEALED with the COMMON SEAL of)
THE GRACES - PROVIDENCE BAY)
PROPERTY MANAGEMENT COMPANY)
LIMITED and SIGNED by)
Chan Wing Kwong)
Mak Yat King)
whose signature(s) is/are verified by:)



Wan Shiu Man
Solicitor, Hong Kong SAR
Messrs. Baker & McKenzie



APPENDIX 1

The Plans



BASEMENT 2 FLOOR PLAN
LEVEL -3.350

PURSUANT TO DMC GUIDELINE
NO. 3(b), THIS DMC PLAN IS
CERTIFIED AS TO ITS ACCURACY



WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012



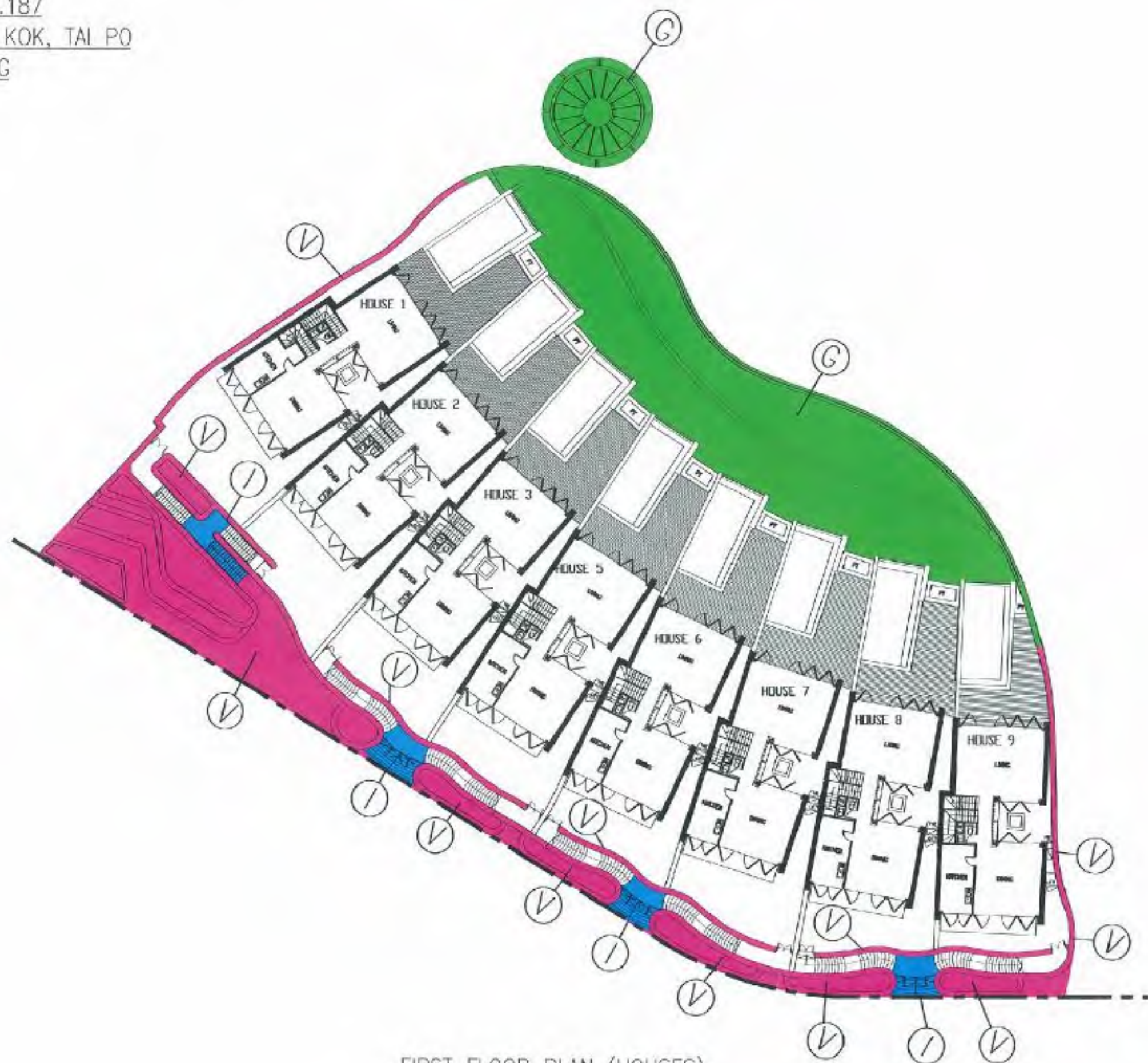
LEGEND:

VIOLET	DEVELOPMENT COMMON AREAS
GREEN	RESIDENTIAL COMMON AREAS
ORANGE	PARKING COMMON AREAS
YELLOW	FLATS COMMON AREAS
YELLOW CROSS HATCHED BLACK	WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS)
INDIGO	HOUSES COMMON AREAS
PINK	COMMERCIAL COMMON AREAS
HATCHED BLACK	BALCONY
DASHED BLACK	UTILITY PLATFORM

PURSUANT TO DMC GUIDELINE NO. 3(b), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY

GROUND FLOOR PLAN
PLAN NO. DMC-187s003

WILL BARRY FEGAN
WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
20 DECEMBER 2013



FIRST FLOOR PLAN (HOUSES)
LEVEL +10.400

LEGEND:

- VIOLET (V) DEVELOPMENT COMMON AREAS
- GREEN (G) RESIDENTIAL COMMON AREAS
- ORANGE (O) PARKING COMMON AREAS
- YELLOW (Y) FLATS COMMON AREAS
- YELLOW CROSS HATCHED BLACK (Y) WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS)
- INDIGO (I) HOUSES COMMON AREAS
- PINK (P) COMMERCIAL COMMON AREAS
- HATCHED BLACK (H) BALCONY
- DASHED BLACK (D) UTILITY PLATFORM

PURSUANT TO DMC GUIDELINE NO. 3(b), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY

WILL BARRY FEGAN

WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012



TOWER 1 G/F PLAN



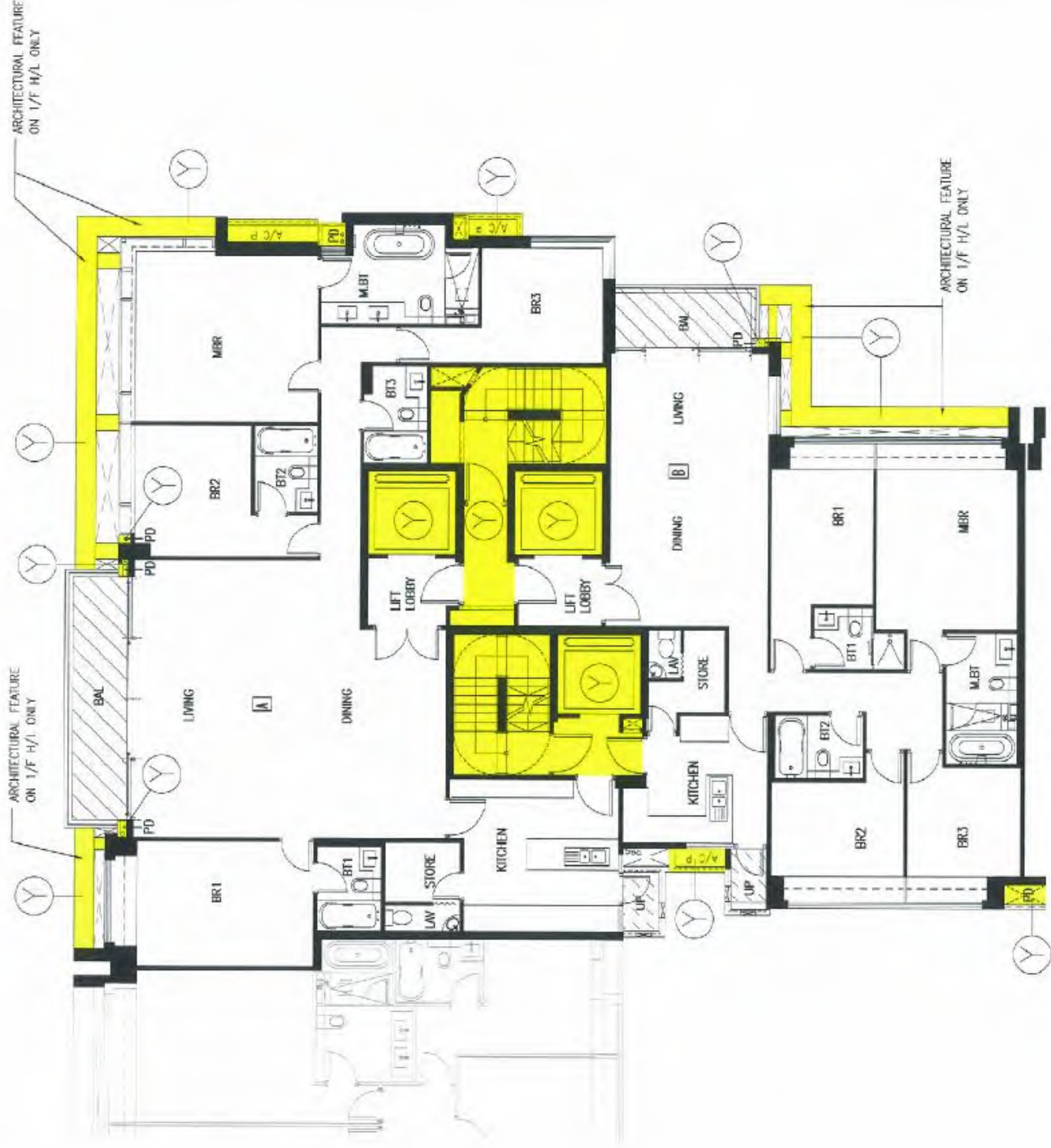
TOWER 1 1/F PLAN

LEGEND:

- VIOLET (V) DEVELOPMENT COMMON AREAS
- GREEN (G) RESIDENTIAL COMMON AREAS
- ORANGE (O) PARKING COMMON AREAS
- YELLOW (Y) FLATS COMMON AREAS
- YELLOW CROSS HATCHED BLACK (Y) WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS)
- INDIGO (I) HOUSES COMMON AREAS
- PINK (P) COMMERCIAL COMMON AREAS
- HATCHED BLACK (H) BALCONY
- DASHED BLACK (D) UTILITY PLATFORM

PURSUANT TO DMC GUIDELINE NO. 3(b), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY

Will Barry Fegan
WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012



TOWER 1 TYPICAL FLOOR PLAN
(2/F TO 9/F, 4/F OMITTED)

LEGEND:

- VIOLET V DEVELOPMENT COMMON AREAS
- GREEN G RESIDENTIAL COMMON AREAS
- ORANGE O PARKING COMMON AREAS
- YELLOW Y FLATS COMMON AREAS
- YELLOW GREENS, HATCHED BLACK WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS)

- INDIGO I HOUSES COMMON AREAS
- PINK P COMMERCIAL COMMON AREAS
- HATCHED BLACK BALCONY
- DASHED BLACK UTILITY PLATFORM

PURSUANT TO DMC GUIDELINE NO. 3(b), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY

Will Barry Fegan

WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012

T.P.I.L. NO.187

PAK SHEK KOK, TAI PO

HONG KONG



TOWER 1 10/F FLOOR PLAN



TOWER 1 ROOF PLAN

LEGEND:

- | | | | |
|----------------------------|---|---------------|-------------------------|
| VIOLET | DEVELOPMENT COMMON AREAS | INDIGO | HOUSES COMMON AREAS |
| GREEN | RESIDENTIAL COMMON AREAS | PINK | COMMERCIAL COMMON AREAS |
| ORANGE | PARKING COMMON AREAS | HATCHED BLACK | BALCONY |
| YELLOW | FLATS COMMON AREAS | DASHED BLACK | UTILITY PLATFORM |
| YELLOW CROSS HATCHED BLACK | WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS) | | |

PURSUANT TO DMC GUIDELINE NO. 3(b), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY

Barry Fegan

WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012

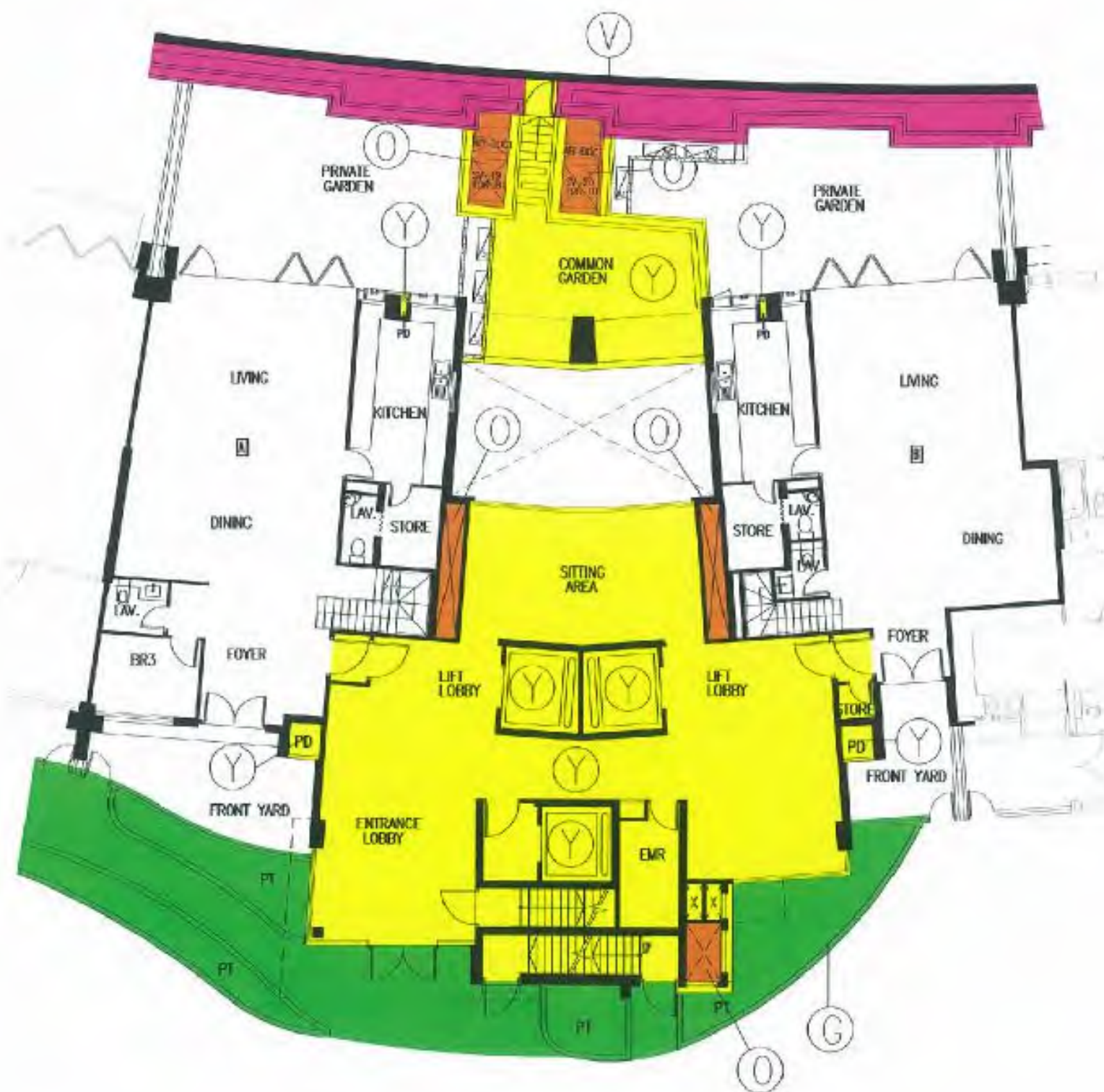
PLAN NO. DMC-T1-SK03

TOWER 1 UPPER ROOF PLAN

T.P.T.L. NO.187

PAK SHEK KOK, TAI PO

HONG KONG

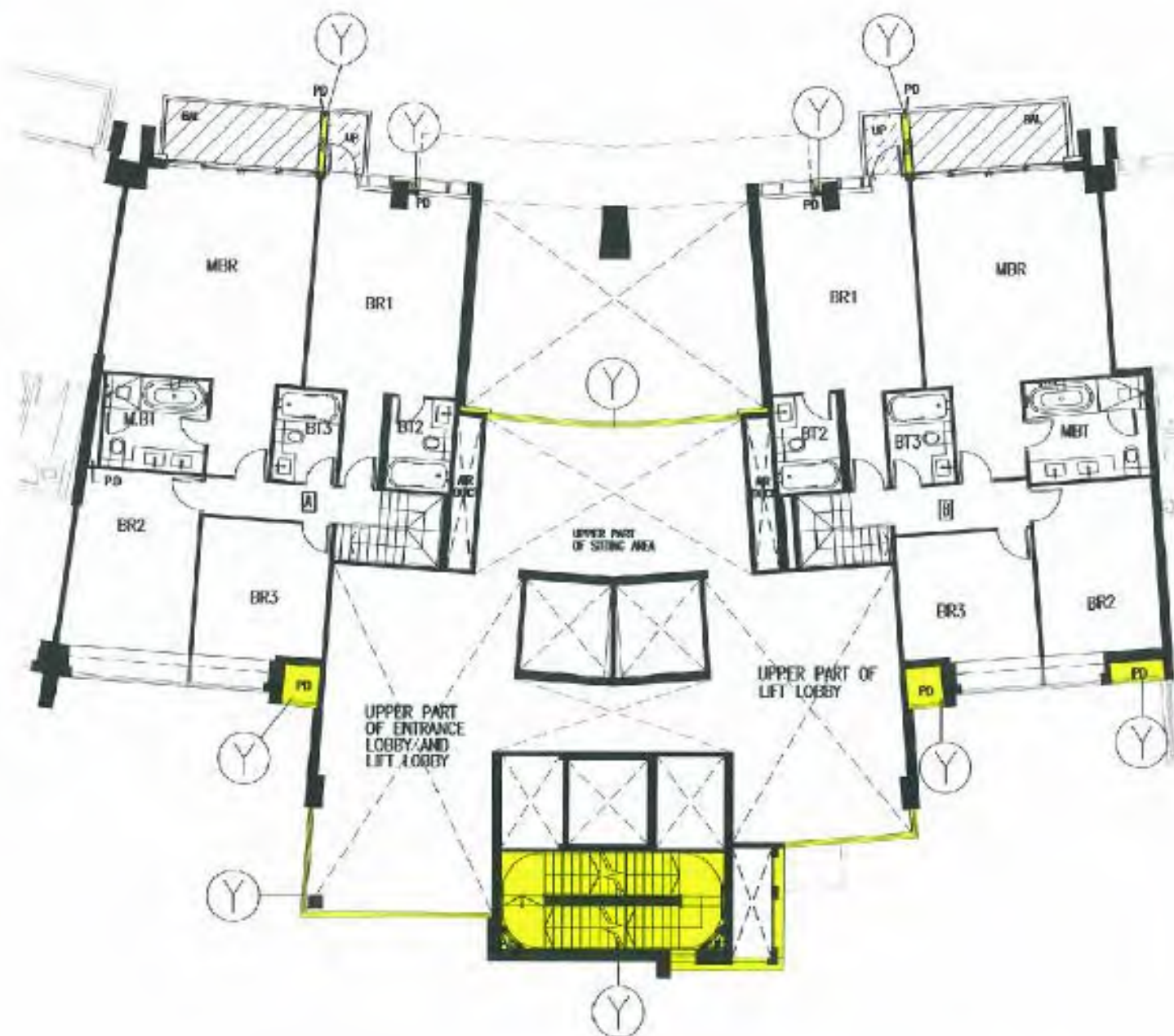


TOWER 2 G/F PLAN

PLAN NO. DMC-T2-SK01

LEGEND:

- | | | | |
|----------------------------|---|---------------|-------------------------|
| VIOLET (V) | DEVELOPMENT COMMON AREAS | INDIGO (I) | HOUSES COMMON AREAS |
| GREEN (G) | RESIDENTIAL COMMON AREAS | PINK (P) | COMMERCIAL COMMON AREAS |
| ORANGE (O) | PARKING COMMON AREAS | HATCHED BLACK | BALCONY |
| YELLOW (Y) | FLATS COMMON AREAS | DASHED BLACK | UTILITY PLATFORM |
| YELLOW CROSS HATCHED BLACK | WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS) | | |



TOWER 2 1/F PLAN

PURSUANT TO DMC GUIDELINE NO. 3(b), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY

Will Barry Fegan

WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012



TOWER 2 TYPICAL FLOOR PLAN
(2/F TO 8/F, 4/F OMITTED)

LEGEND:

- | | | | |
|-------------------------------|---|---------------|-------------------------|
| WOLFE | DEVELOPMENT COMMON AREAS | INDIGO | HOUSES COMMON AREAS |
| GREEN | RESIDENTIAL COMMON AREAS | PINK | COMMERCIAL COMMON AREAS |
| ORANGE | PARKING COMMON AREAS | HATCHED BLACK | BALCONY |
| YELLOW | FLATS COMMON AREAS | DASHED BLACK | UTILITY PLATFORM |
| YELLOW CROSS
HATCHED BLACK | WALKER CORRIDORS AND LIFT LOBBIES
(FLATS COMMON AREAS) | | |

PART PLAN FOR 2/F ONLY

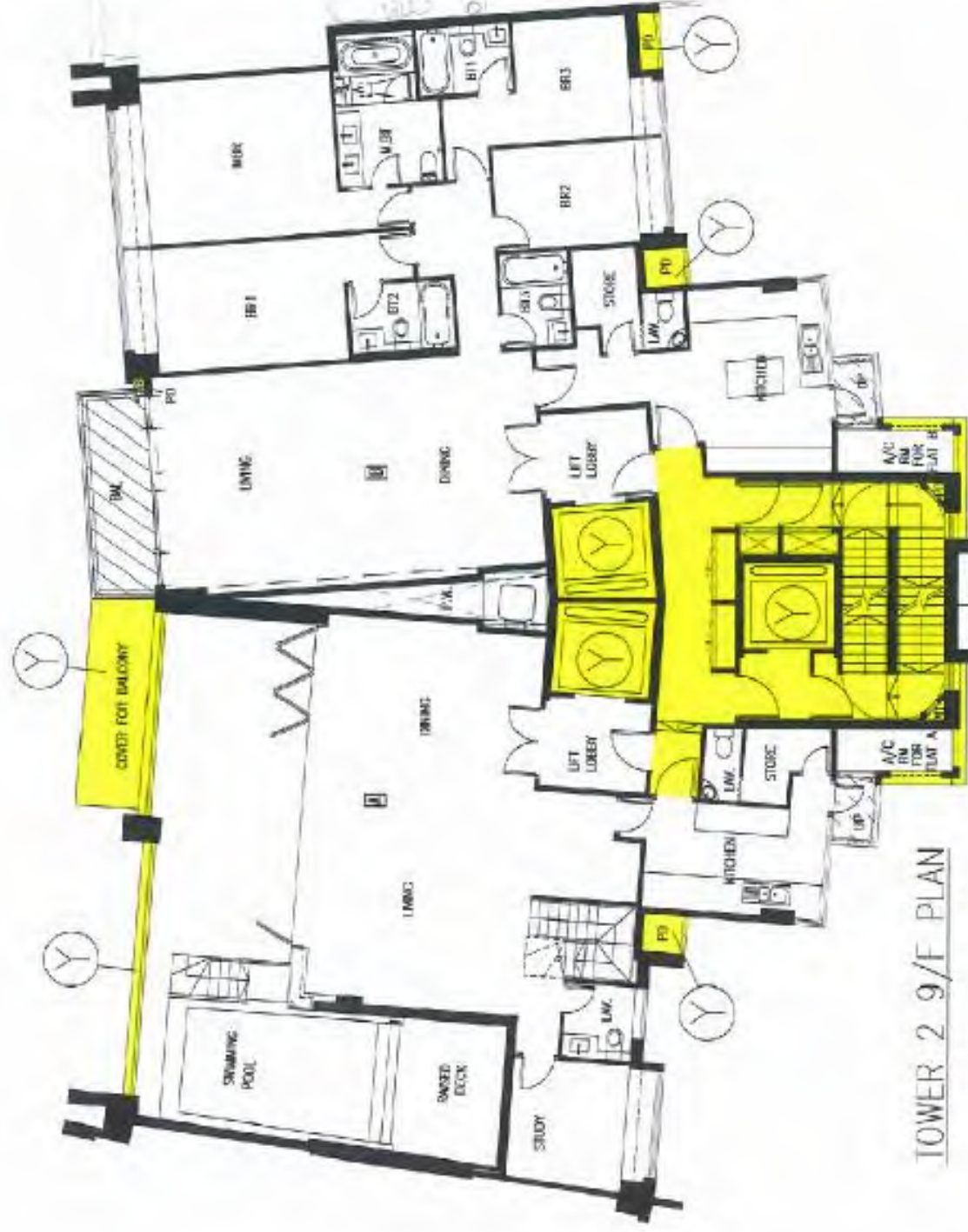
Will Barry Fegan

PURSUANT TO DMC GUIDELINE
NO. 3(b), THIS DMC PLAN IS
CERTIFIED AS TO ITS ACCURACY

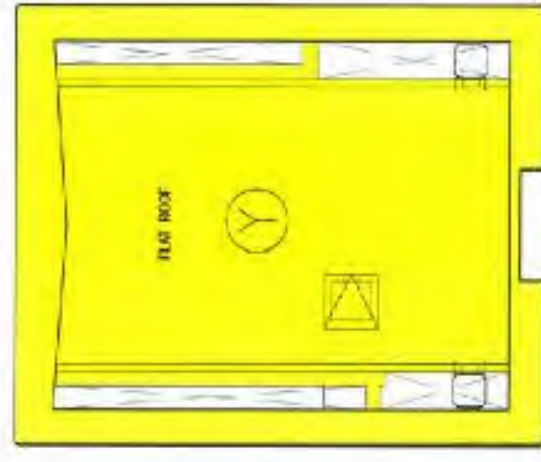
WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012

LEGEND:

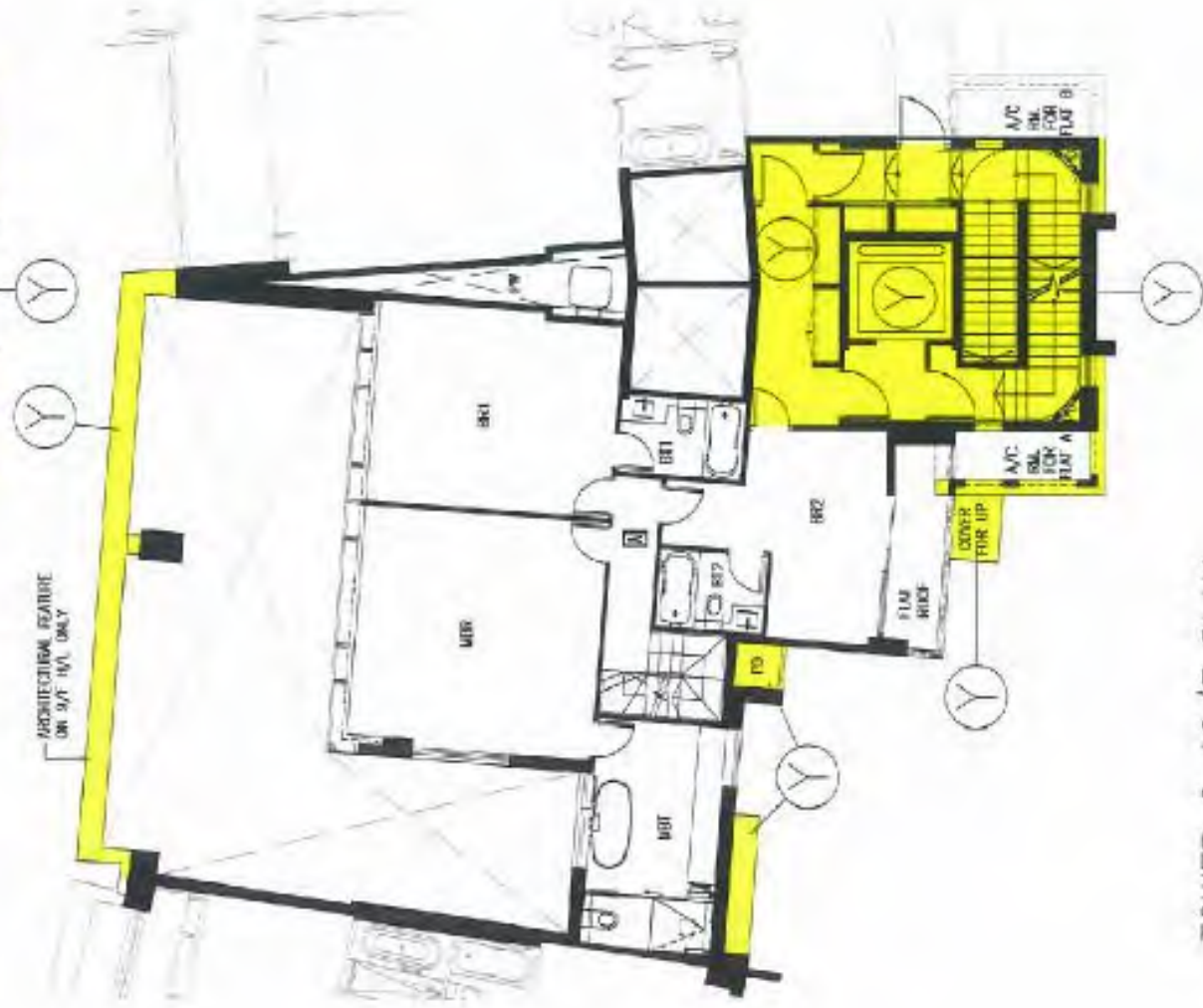
VIOLET	DEVELOPMENT COMMON AREAS
GREEN	RESIDENTIAL COMMON AREAS
ORANGE	PARKING COMMON AREAS
YELLOW	FLATS COMMON AREAS
YELLOW CROSSES HATCHED BLACK	WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS)
INDIGO	HOUSES COMMON AREAS
PINK	COMMERCIAL COMMON AREAS
HATCHED BLACK	BALCONY
DOTTED BLACK	UTILITY PLATFORM



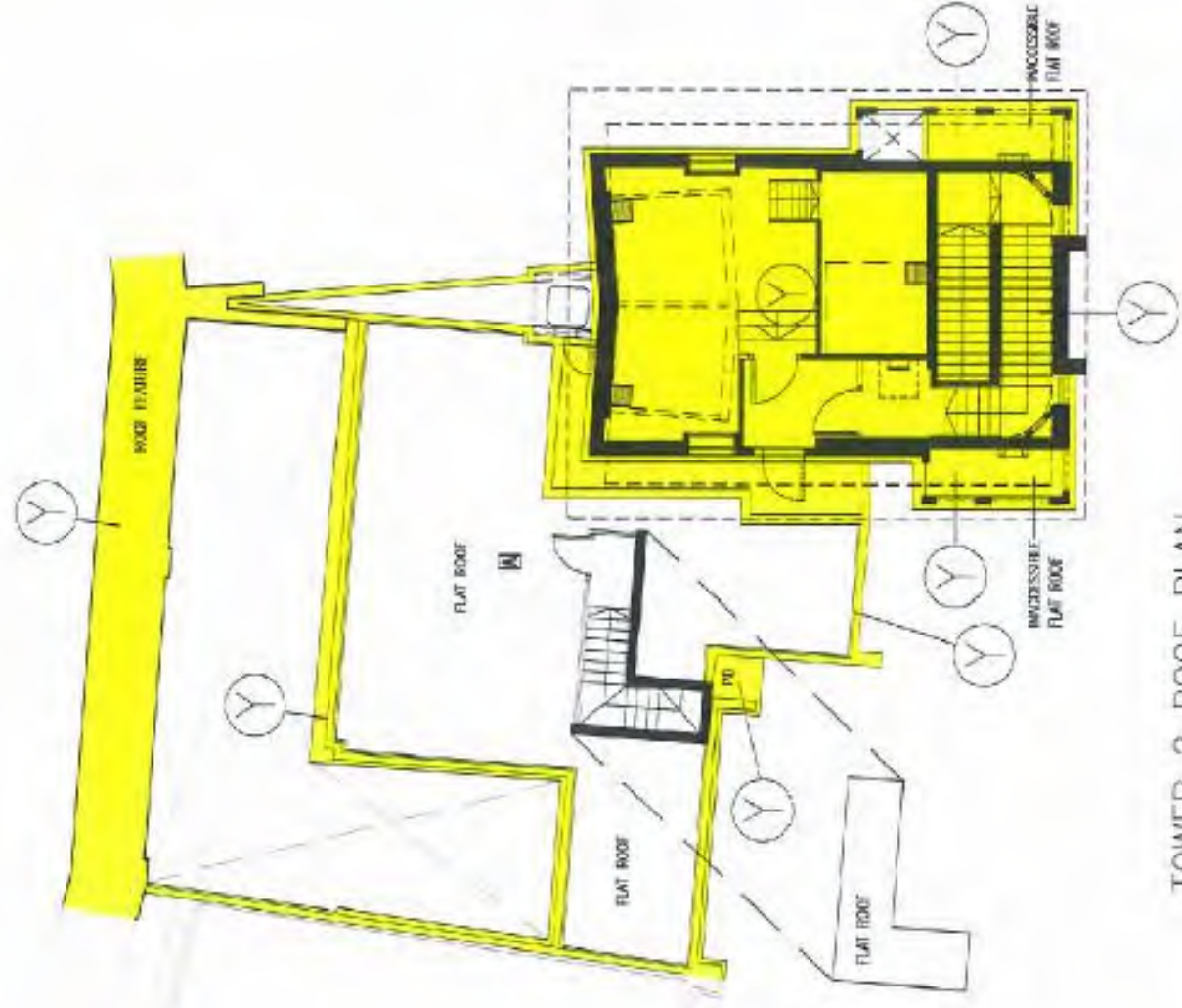
TOWER 2 9/F PLAN



TOWER 2 UPPER ROOF PLAN



TOWER 2 10/F PLAN



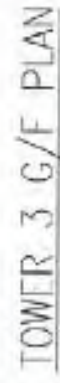
TOWER 2 ROOF PLAN

PURSUANT TO DMC GUIDELINE
NO. 3(b), THIS DMC PLAN IS
CERTIFIED AS TO ITS ACCURACY

Will Barry Fegan

WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012

HONG KONG



[Signature]

PLAN NO. DMC-T3-SK01

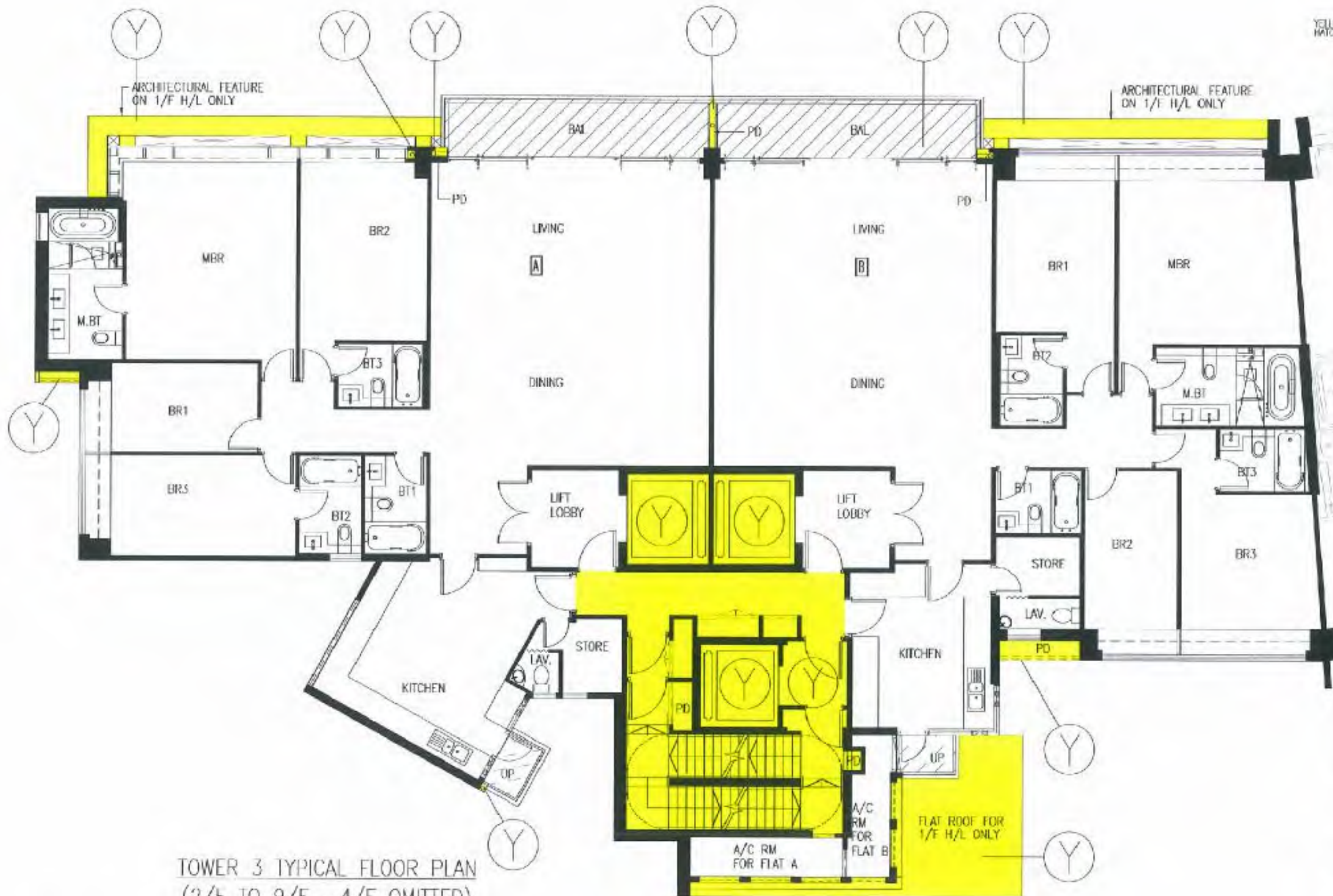
T.P.L.L. NO.187

PAK SHEK KOK, TAI PO

HONG KONG

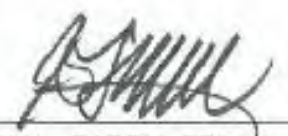
LEGEND:

- MOLETT  DEVELOPMENT COMMON AREAS
- GREEN  RESIDENTIAL COMMON AREAS
- ORANGE  PARKING COMMON AREAS
- YELLOW  FLATS COMMON AREAS
- YELLOW CROSS HATCHED BLACK  WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS)
- INDIGO  HOUSES COMMON AREAS
- PINK  COMMERCIAL COMMON AREAS
- HATCHED BLACK  BALCONY
- UNHATCHED BLACK  UTILITY PLATFORM

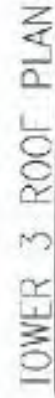


TOWER 3 TYPICAL FLOOR PLAN
(2/F TO 9/F, 4/F OMITTED)

PURSUANT TO DMC GUIDELINE NO. 3(b), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY

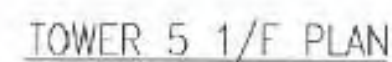
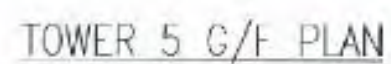

WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012

PAK SHEK KOK, TAI PO
HONG KONG




WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012

PLAN NO. DMC-T3-SK03



- | | | |
|-------------------------------|---|--|
| VIOLET |  | DEVELOPMENT COMMON AREAS |
| GREEN |  | RESIDENTIAL COMMON AREAS |
| ORANGE |  | PARKING COMMON AREAS |
| YELLOW |  | FLATS COMMON AREAS |
| YELLOW CROSS
HATCHED BLACK |  | WIDER CORRIDORS AND LIFT LOBBIES
(FLATS COMMON AREAS) |
| INDIGO |  | HOUSES COMMON AREAS |
| PINK |  | COMMERCIAL COMMON AREAS |
| HATCHED
BLACK |  | BALCONY |
| DASHED
BLACK |  | UTILITY PLATFORM |

PURSUANT TO DMC GUIDELINE NO. 3(b), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY


WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012

PAK SHEK KOK, TAI PO
HONG KONG



TOWER 5 TYPICAL FLOOR PLAN
(2/F TO 9/F, 4/F OMITTED)

LEGEND:

-  DEVELOPMENT COMMON AREAS
 RESIDENTIAL COMMON AREAS
 PARKING COMMON AREAS
 FLATS COMMON AREAS
 WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS)

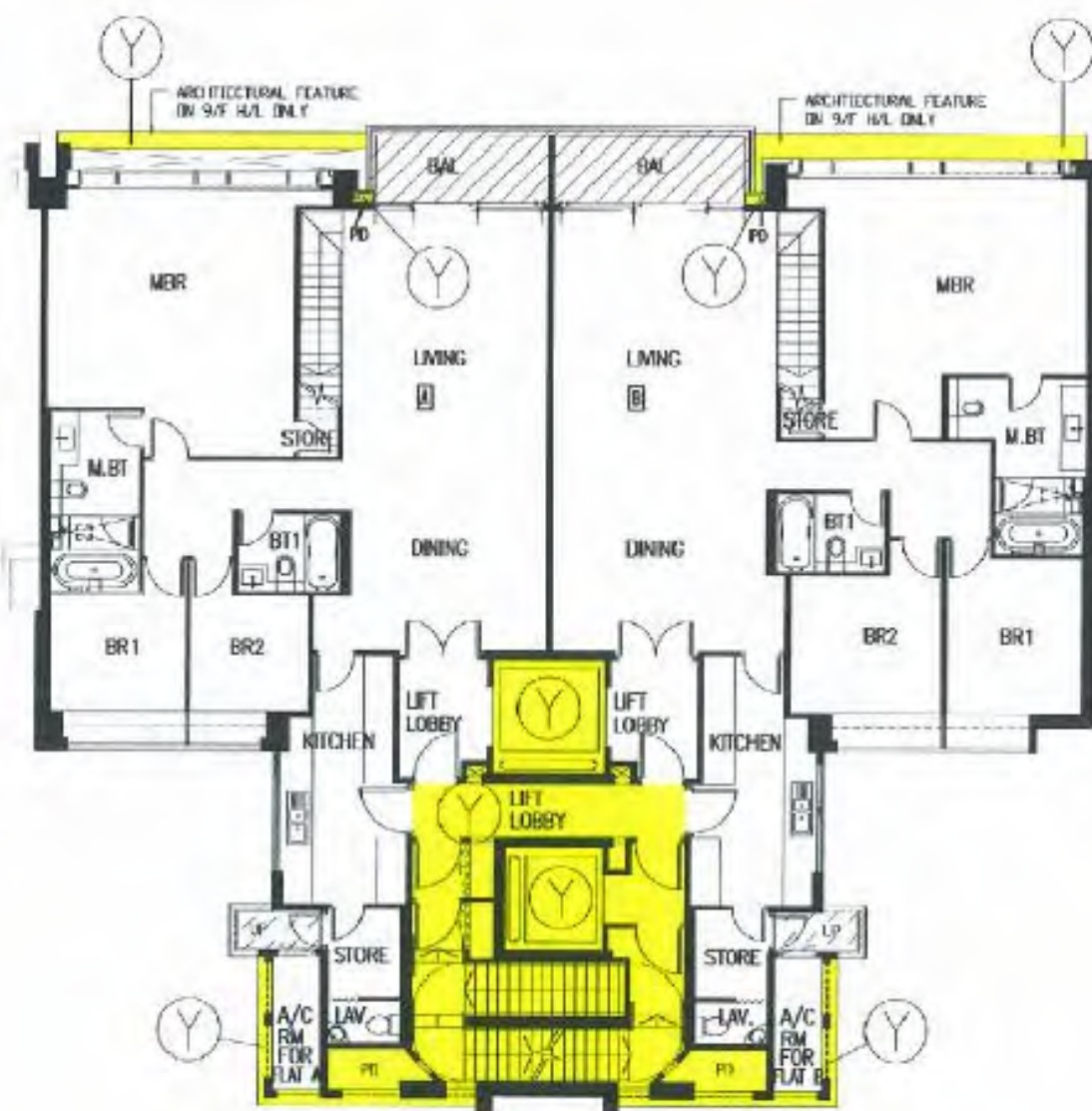
- INDIC: HOUSES, COMMON AREAS
PINK: COMMERCIAL COMMON AREAS
HATCHED BLACK: BALCONY
DASHED BLACK: UTILITY PLATFORM

PURSUANT TO DMC GUIDELINE NO. 3(b), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY

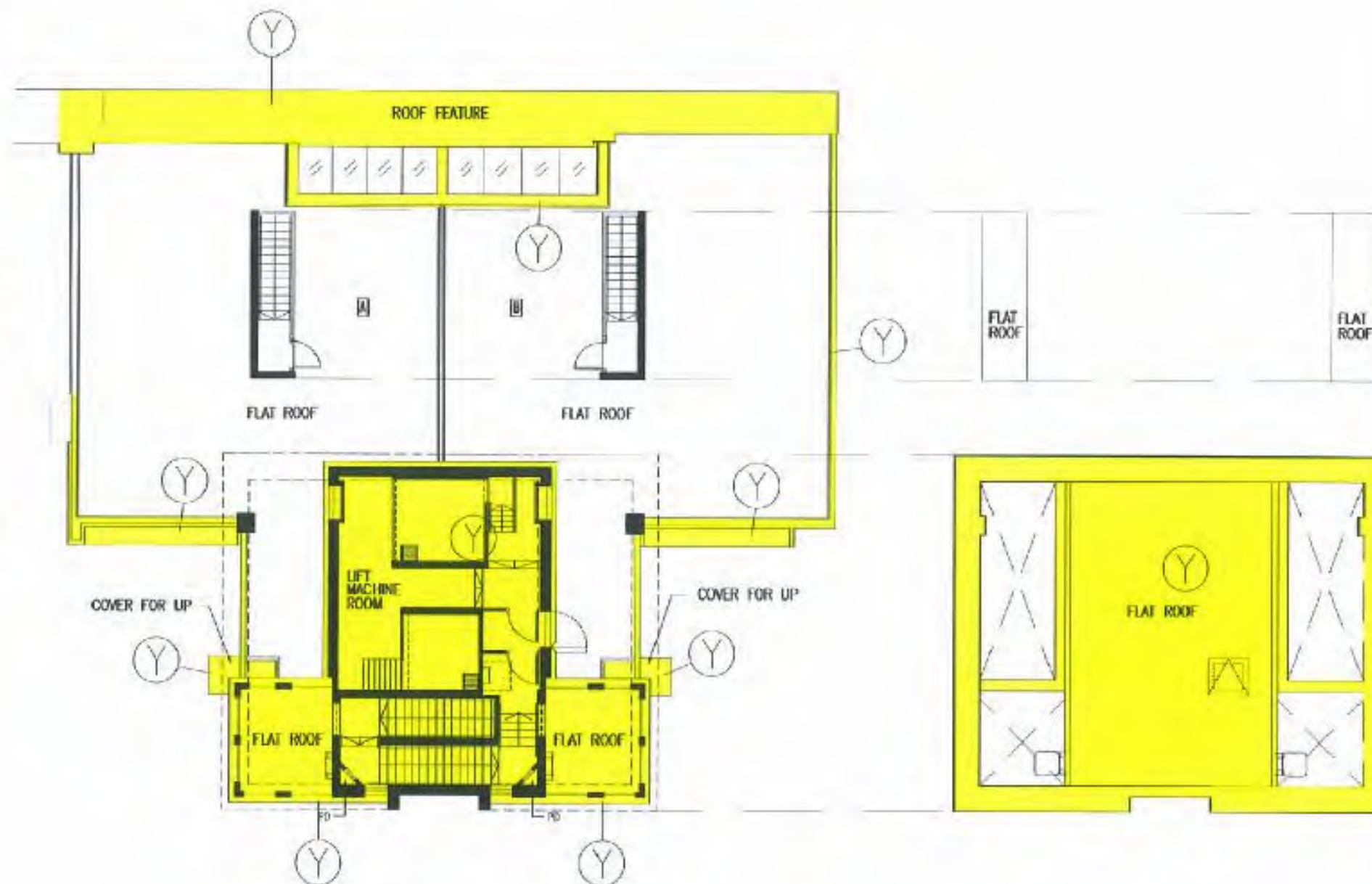
[Signature]

WILL BARRY HEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012

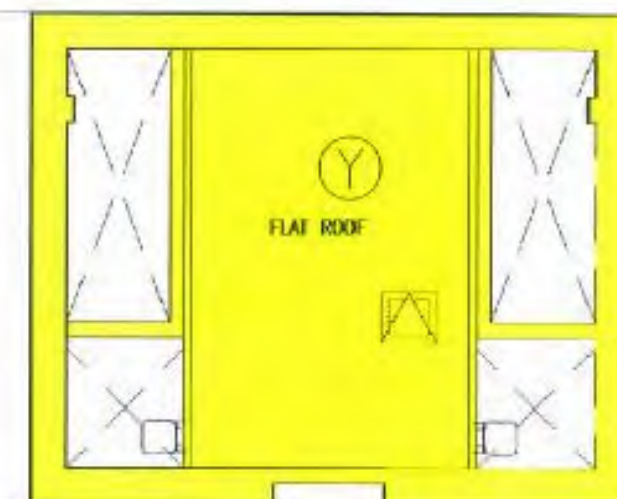
PLAN NO. SA-T5-SK02



TOWER 5 10/F PLAN



TOWER 5 ROOF PLAN



TOWER 5 UPPER ROOF PLAN

PURSUANT TO DMC GUIDELINE NO. 3(b), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY

LEGEND:

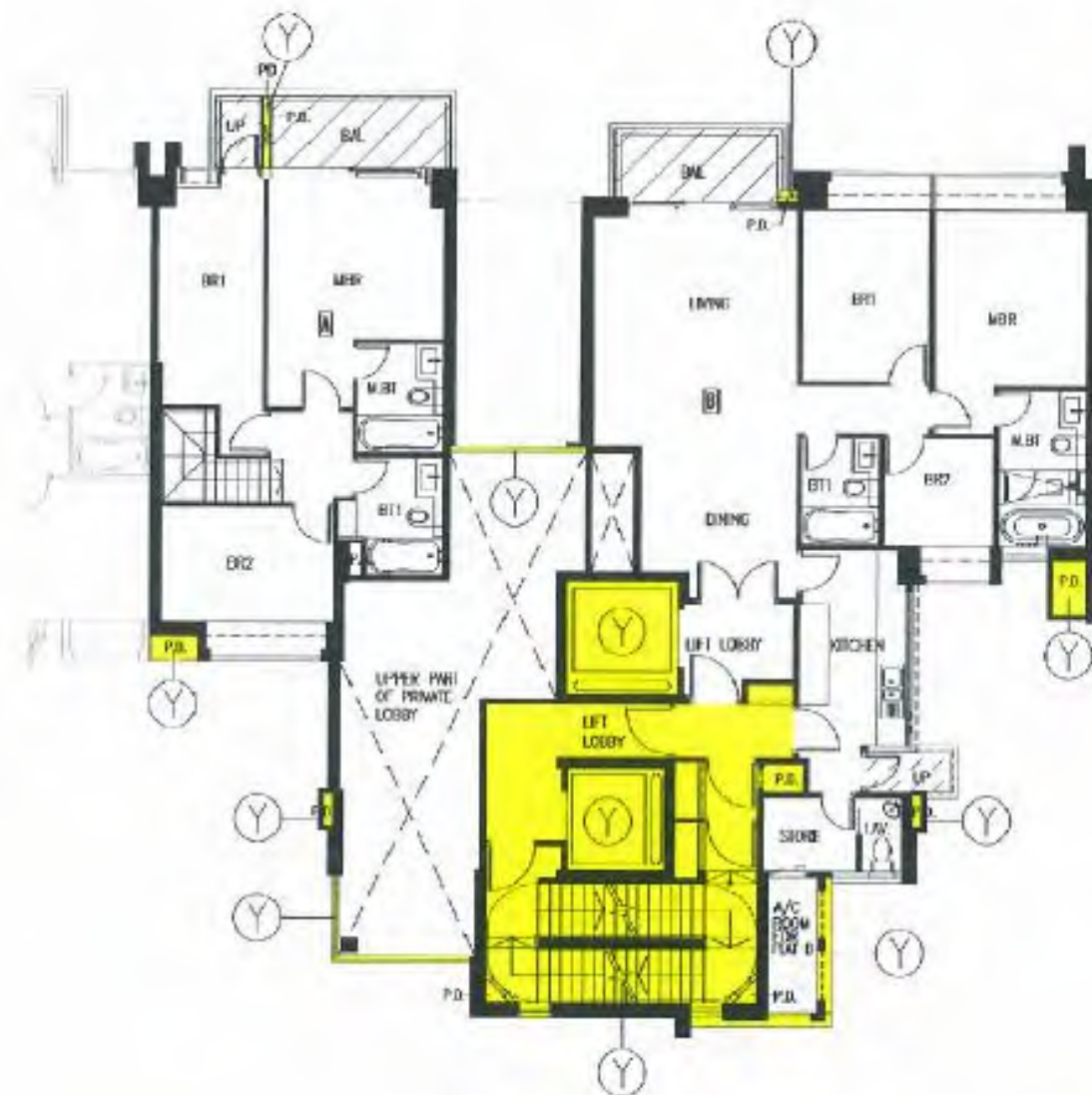
- | | | | | | |
|----------------------------|-----|---|---------------|-----|-------------------------|
| VIOLET | (V) | DEVELOPMENT COMMON AREAS | INDIGO | (I) | HOUSES COMMON AREAS |
| GREEN | (G) | RESIDENTIAL COMMON AREAS | PINK | (P) | COMMERCIAL COMMON AREAS |
| ORANGE | (O) | PARKING COMMON AREAS | HATCHED BLACK | (H) | RAI CONY |
| YELLOW | (Y) | FLATS COMMON AREAS | DASHED BLACK | (D) | UTILITY PLATFORM |
| YELLOW CROSS HATCHED BLACK | (X) | WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS) | | | |

Will Barry Fegan

WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012



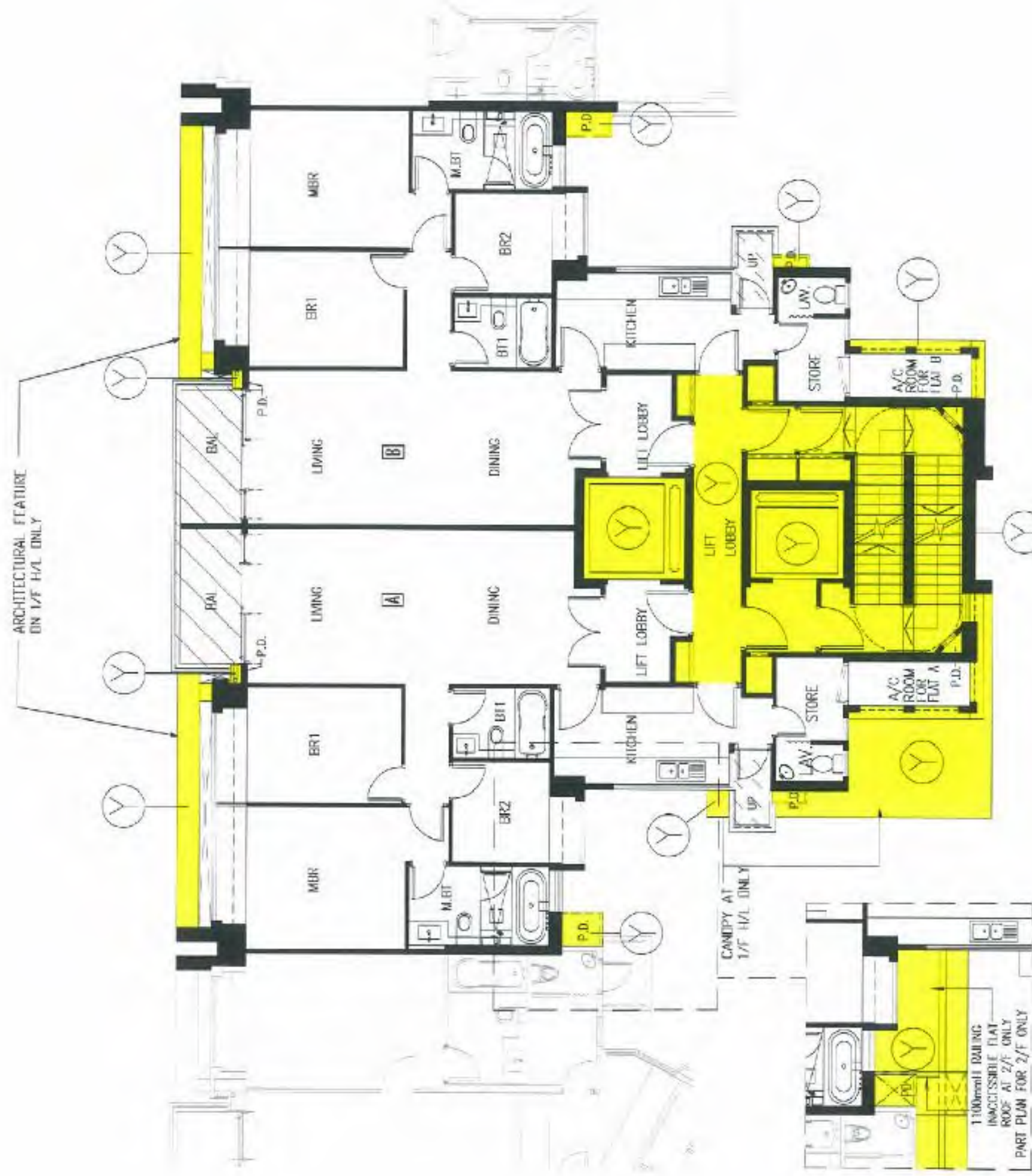
TOWER 6 G/F PLAN



TOWER 6 1/F PLAN

- LEGEND:
- VIOLET (V) DEVELOPMENT COMMON AREAS
 - GREEN (G) RESIDENTIAL COMMON AREAS
 - ORANGE (O) PARKING COMMON AREAS
 - YELLOW (Y) FLATS COMMON AREAS
 - YELLOW CROSS (X) WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS)
 - INDIGO (I) HOUSES COMMON AREAS
 - PINK (P) COMMERCIAL COMMON AREAS
 - HATCHED BLACK (H) BALCONY
 - DASHED BLACK (D) UTILITY PLATFORM

T.P.T.L. NO.187
PAK SHEK KOK, IAI PO
HONG KONG



TOWER 6 TYPICAL FLOOR PLAN
(2/F TO 9/F, 4/F OMITTED)

|FCFND:

-  VIOLET DEVELOPMENT COMMON AREAS
 GREEN RESIDENTIAL COMMON AREAS
 ORANGE PARKING COMMON AREAS
 YELLOW FLATS COMMON AREAS
 YELLOW CROSS-HATCHED BLACK WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS)

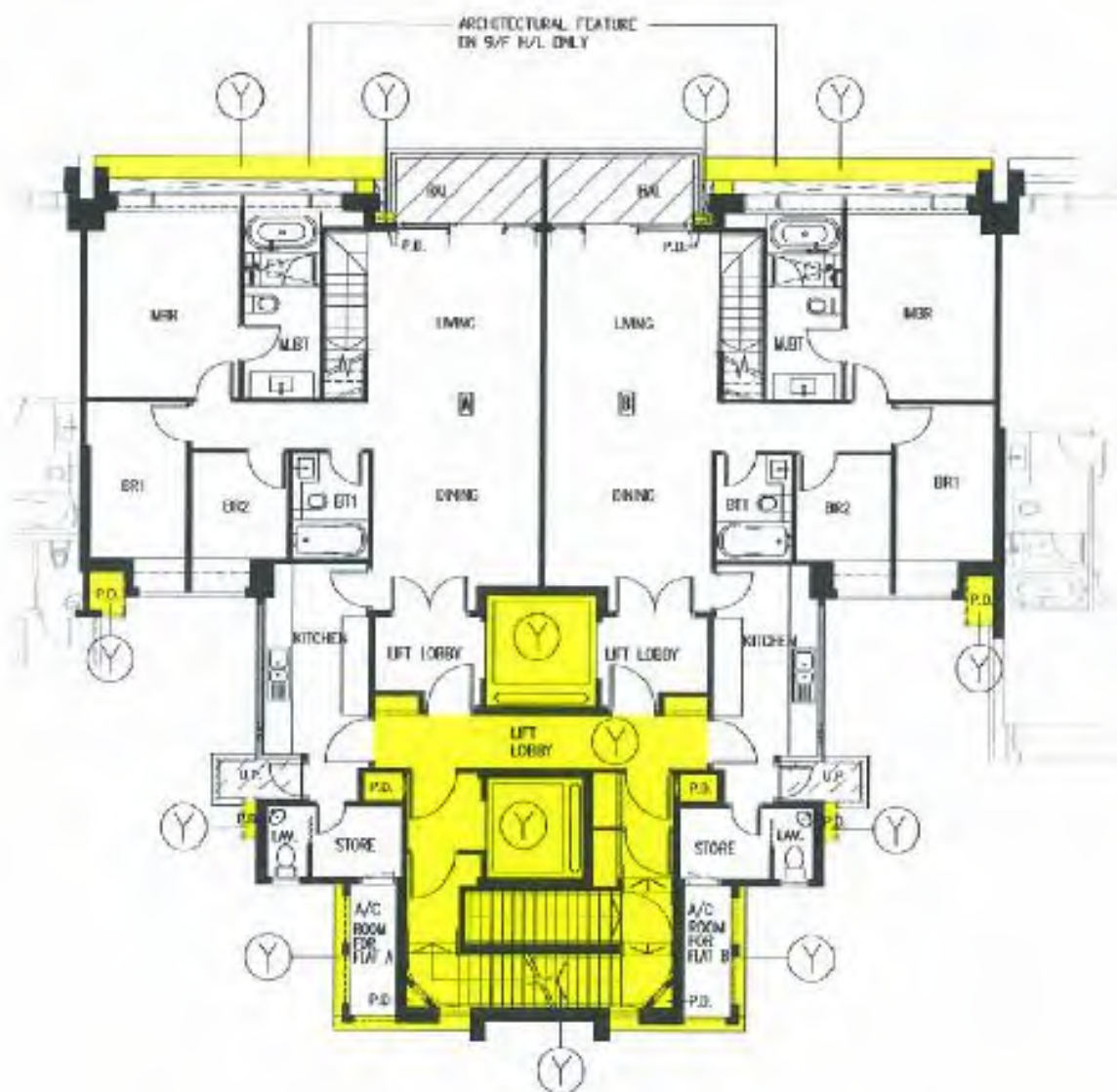
-  INDIGO HOUSES COMMON AREAS
 PINK PARK COMMERCIAL COMMON AREAS
 HATCHED BLACK 104 CONY
 DASHED BLACK UTILITY PLATFORM

PURSUANT TO DMC GUIDELINE NO. 3(b), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY

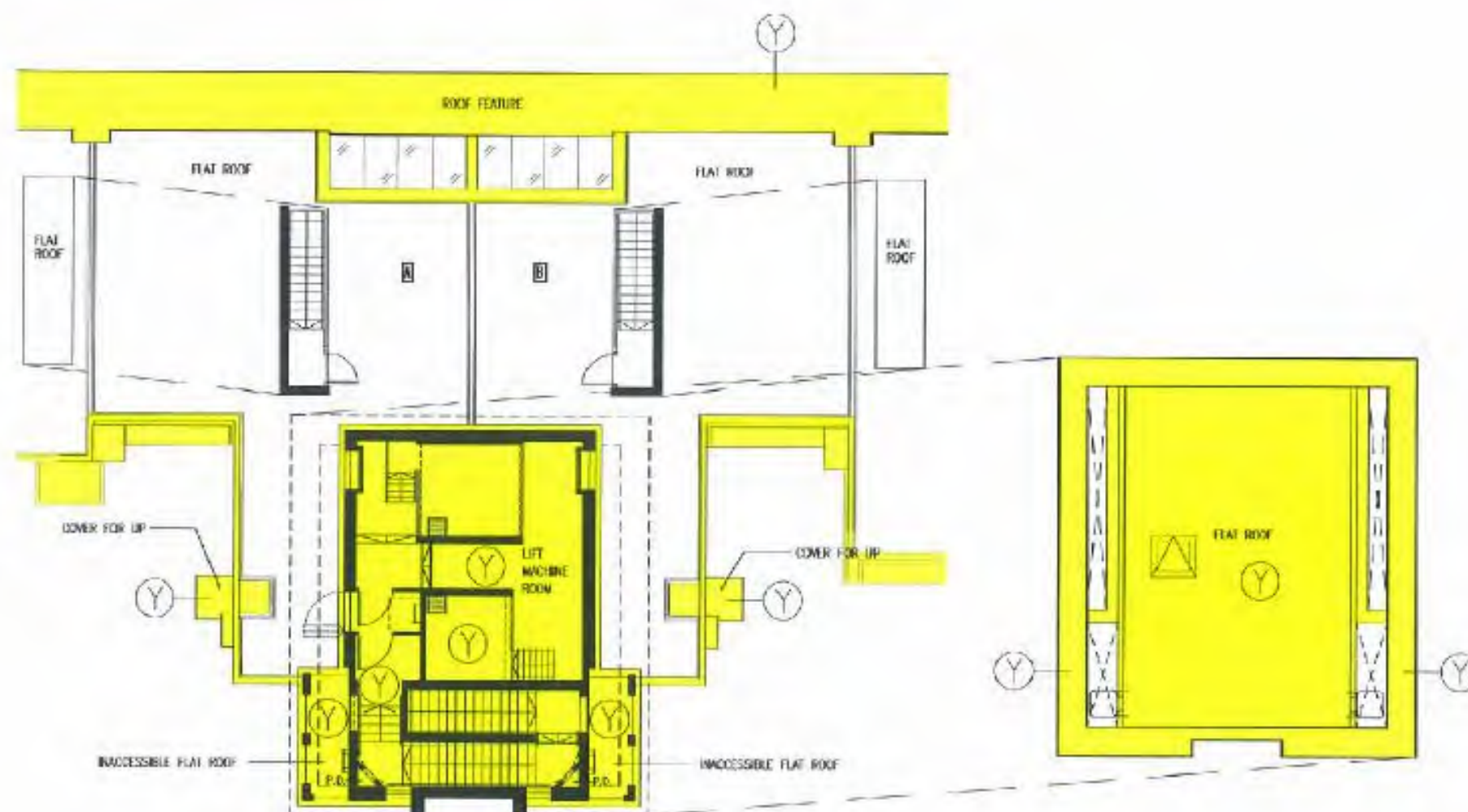
PLAN NO. DMC-T6-SK02

[Signature]

WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012



TOWER 6 10/F PLAN



TOWER 6 ROOF PLAN

TOWER 6 UPPER ROOF PLAN

LEGEND:

VOILET	DEVELOPMENT COMMON AREAS	INDIGO	HOUSES COMMON AREAS
GREEN	RESIDENTIAL COMMON AREAS	PINK	COMMERCIAL COMMON AREAS
ORANGE	PARKING COMMON AREAS	HATCHED BLACK	BALCONY
YELLOW	FLATS' COMMON AREAS	DASHED BLACK	UTILITY PLATFORM
YELLOW CROSS HATCHED BLACK	WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS)		

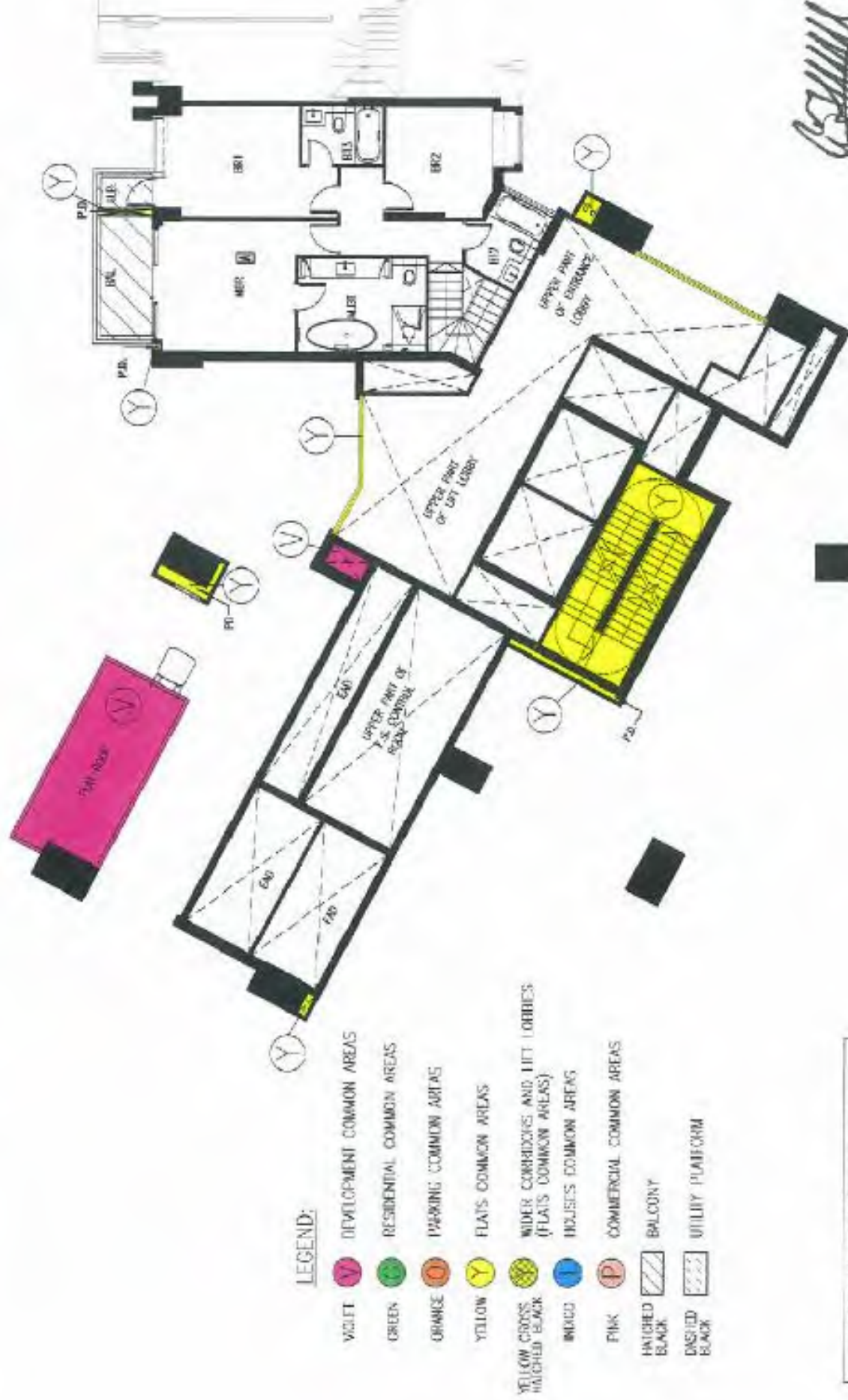
PURSUANT TO DMC GUIDELINE NO. 3(b), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY

WILL BARRY FEGAN

WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012



TOWER 7 G/F PLAN



PURSUANT TO DMC GUIDELINE NO. 3(b), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY

PLAN NO. DMC-T7-SK01

TOWER 7 1/F PLAN

Will Barry Hegan

WILL BARRY HEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012

T.P.T.L. NO.187

PAK SHEK KOK, IAL PO

HONG KONG

ARCHITECTURAL FEATURE
AT 1/F H/L ONLY

PART PLAN FOR 2/F ONLY

ARCHITECTURAL FEATURE
AT 1/F H/L ONLY



TOWER 7 TYPICAL FLOOR PLAN
(2/F TO 9/F, 4/F OMITTED)

LEGEND:

- VIOLET (Y) DEVELOPMENT COMMON AREAS
- GREEN (Y) RESIDENTIAL COMMON AREAS
- ORANGE (Y) PARKING COMMON AREAS
- YELLOW (Y) FLATS COMMON AREAS
- YELLOW CROSS (Y) WATER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS)
- HAILED BLACK (Y) HOUSE'S COMMON AREAS
- HAILED BLACK (Y) COMMERCIAL COMMON AREAS
- HAILED BLACK (Y) BALCONY
- HAILED BLACK (Y) UTILITY PLATFORM

- HAILED BLACK (Y) HOUSE'S COMMON AREAS
- HAILED BLACK (Y) COMMERCIAL COMMON AREAS
- HAILED BLACK (Y) BALCONY
- HAILED BLACK (Y) UTILITY PLATFORM

Will Barry Fegan

WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012

PURSUANT TO DMC GUIDELINE
NO. 3(b), THIS DMC PLAN IS
CERTIFIED AS TO ITS ACCURACY

PLAN NO. DMC-T7-SK02

PAK SHEK KOK, TAI PO
HONG KONG

VIOLET DEVELOPMENT COMMON AREAS

GREEN  RESIDENTIAL COMMON AREAS

ORANGE  PARKING COMMON AREAS

YELLOW FLATS: COMMON AREAS

WIDER CORRIDORS AND LIFT LOBBIES
(FLATS COMMON AREAS)

INDIGO HOUSES COMMON AREAS

PINK COMMERCIAL COMMON AREAS

HATCHED BLACK BALCONY

DASHED BLACK UTILITY PLATFORM

PURSUANT TO DMC GUIDELINE NO. 3(b), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY.

TOWER / UPPER ROOF PLAN

LOWER 7 10/F PLAN

PLAN NO. DMC-T7-SK03

TOWER 7 ROOF PLAN

WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012

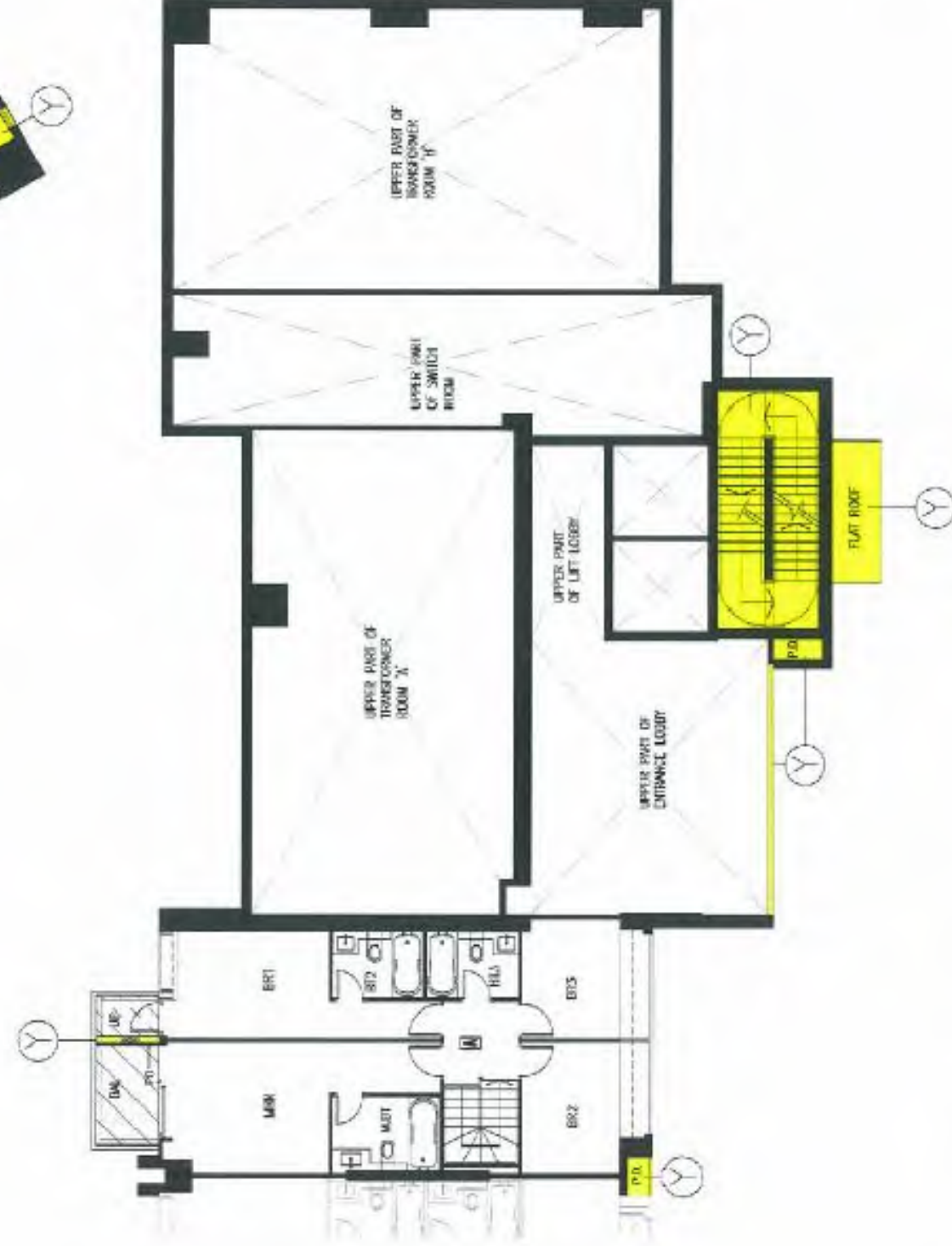


TOWER 8 G/F PLAN



LEGEND:

VIOLET	DEVELOPMENT COMMON AREAS	ORANGE	PARKING COMMON AREAS	YELLOW	FLATS COMMON AREAS	YELLOW CROSS HATCHED BLACK	WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS)	INDIGO	HOUSES COMMON AREAS	PINK	COMMERCIAL COMMON AREAS	HATCHED BLACK	BALCONY	DIAGONAL HATCHED BLACK	UTILITY PLATFORM
--------	--------------------------	--------	----------------------	--------	--------------------	----------------------------	---	--------	---------------------	------	-------------------------	---------------	---------	------------------------	------------------

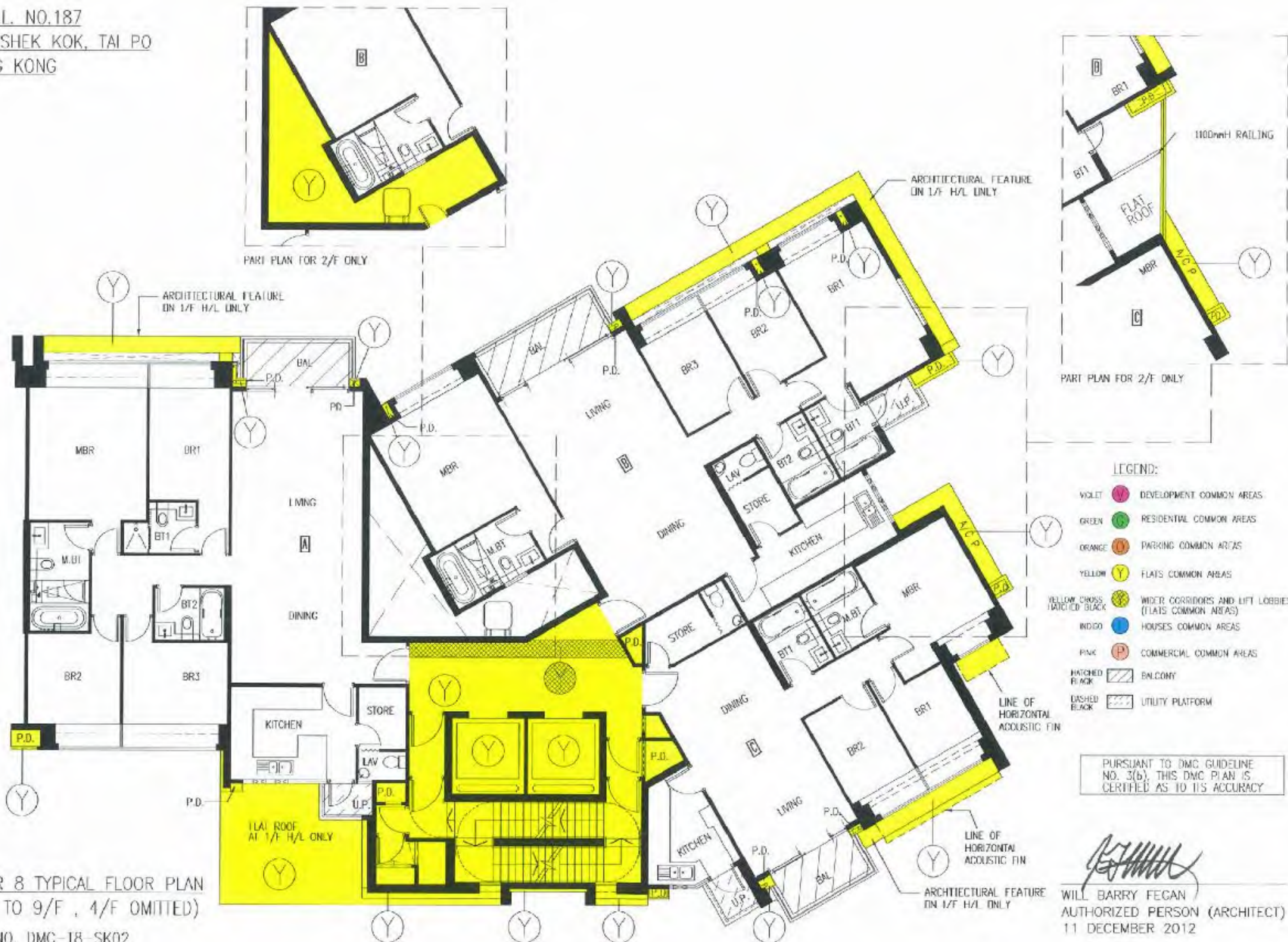


TOWER 8 1/F PLAN

PURSUANT TO DMC GUIDELINE NO. 3(6), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY




Will Barry Fegan

WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012



TOWER 8 TYPICAL FLOOR PLAN
(2/F TO 9/F, 4/F OMITTED)
PLAN NO. DMC-T8-SK02

LEGEND:

 DEVELOPMENT COMMON AREAS
 RESIDENTIAL COMMON AREAS
 PARKING COMMON AREAS

INDIGO		HOUSES COMMON AREAS
PINK		COMMERCIAL COMMON AREAS
HATCHED BLACK		BALCONY
DASHED BLACK		UTILITY PLATFORM

2019-2020

 YELLOW CROSS-HATCHED BLOCK
WIDER CORRIDORS AND LIFT LOBBIES
(FLATS COMMON AREAS)

ARCHITECTURAL FEATURE
PM 9.05 HỒ CHÍ MINH

The image contains two architectural drawings of Tower 8. The top drawing is the 'TOWER 8 UPPER ROOF PLAN', showing a large rectangular flat roof area with a central 'FLAT ROOF' label and a 'COVER FOR T/O BALCONY' area. The bottom drawing is the 'TOWER 8 ROOF PLAN', showing a more complex layout with multiple 'FLAT ROOF' areas, a 'COVER FOR UP' area, and a 'COVER FOR DOWN' area. Both plans include various structural details, stairs, and a 'COVER FOR UP' area. The drawings are labeled with 'TOWER 8 UPPER ROOF PLAN' and 'TOWER 8 ROOF PLAN'.

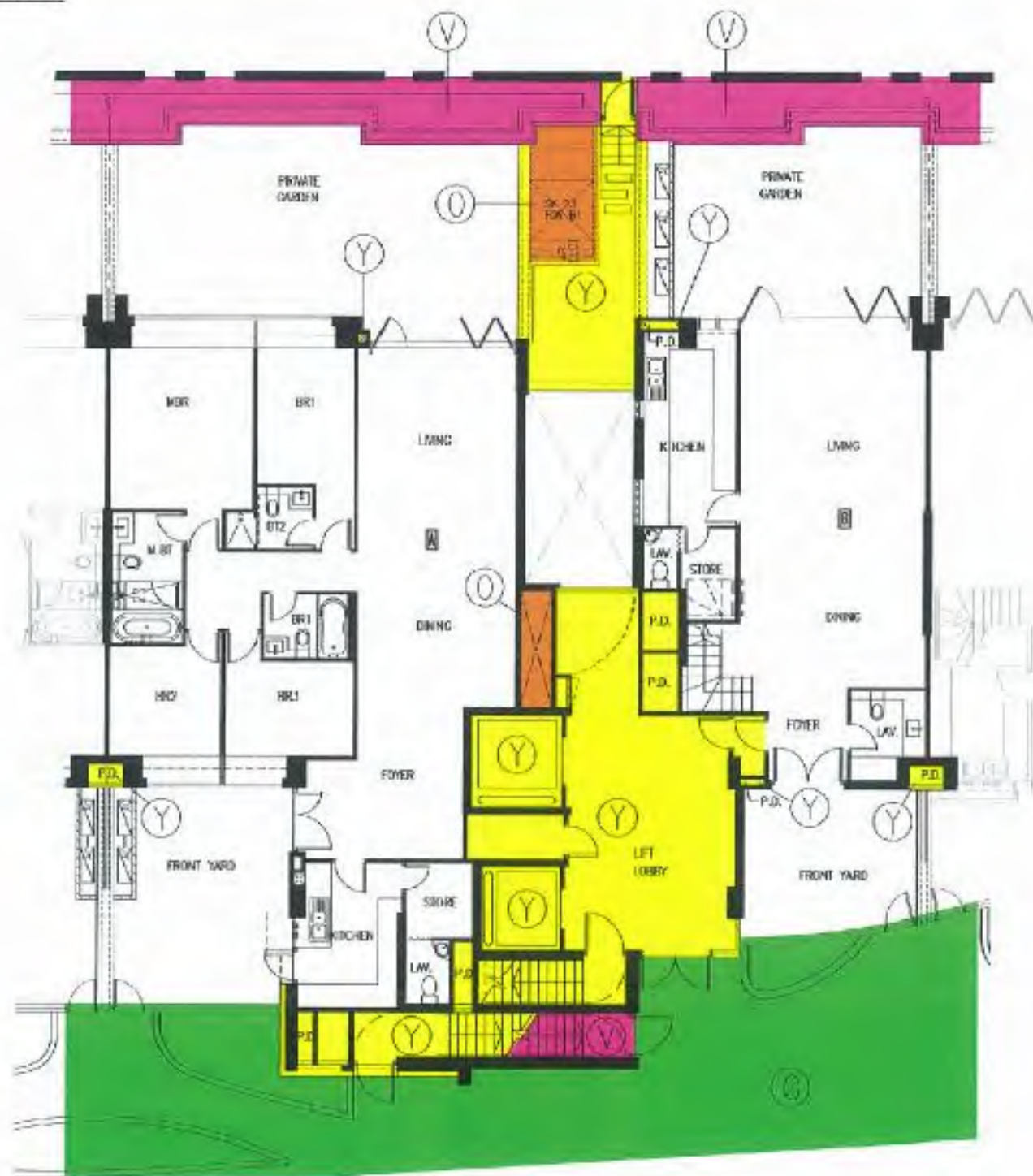
TOWER 8 ROOF PLAN

PLAN NO. DMC-T8-SK03

WILL BARRY FFCAN

AUTHORIZED PERSON (ARCHITECT)

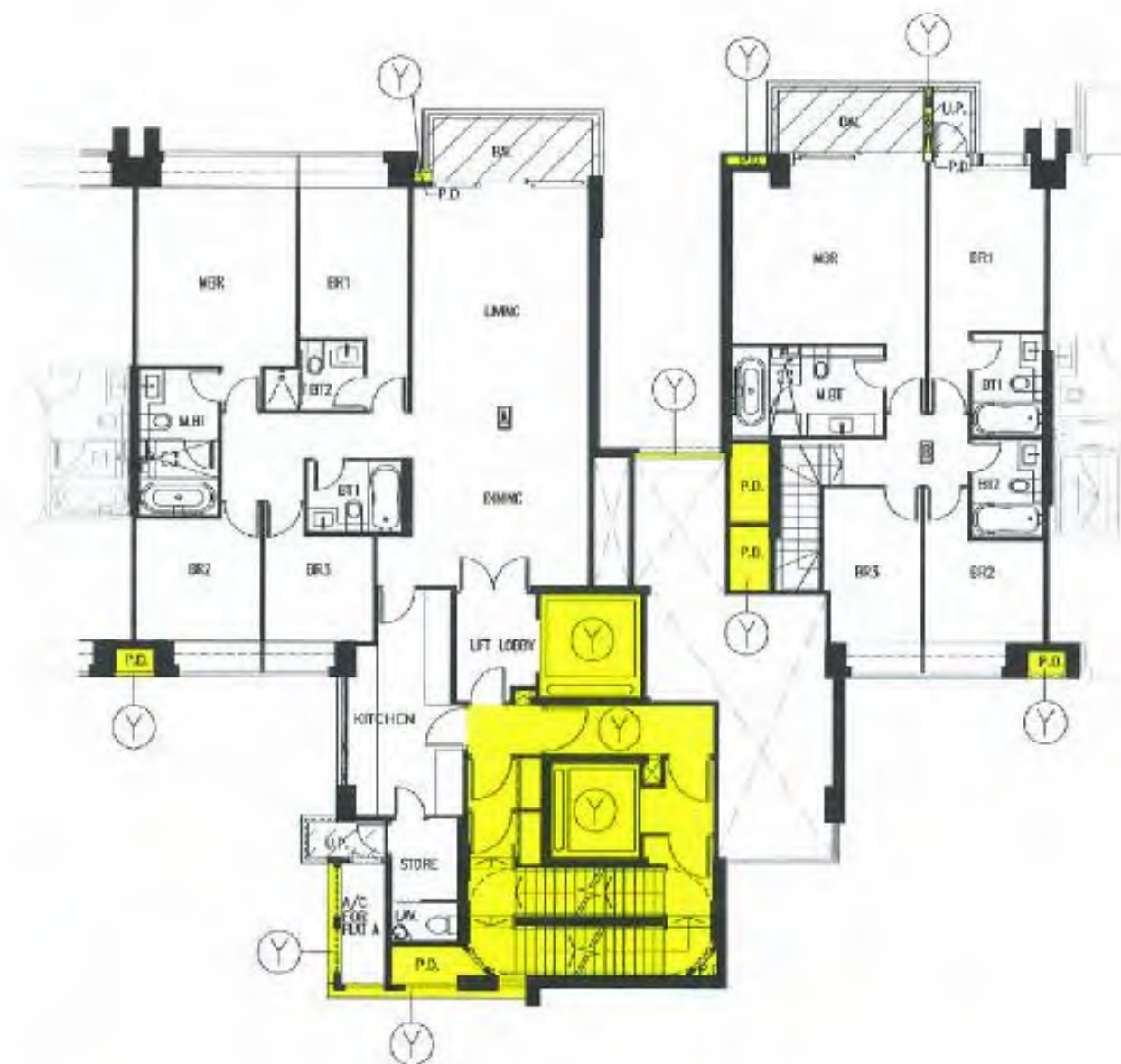
COVER FOR HP
COVER FOR BALCONY



TOWER 9 G/F PLAN

LEGEND:

- VIOLET (V) DEVELOPMENT COMMON AREAS
- GREEN (G) RESIDENTIAL COMMON AREAS
- ORANGE (O) PARKING COMMON AREAS
- YELLOW (Y) FLATS COMMON AREAS
- YELLOW CROSS HATCHED BLACK (X) WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS)

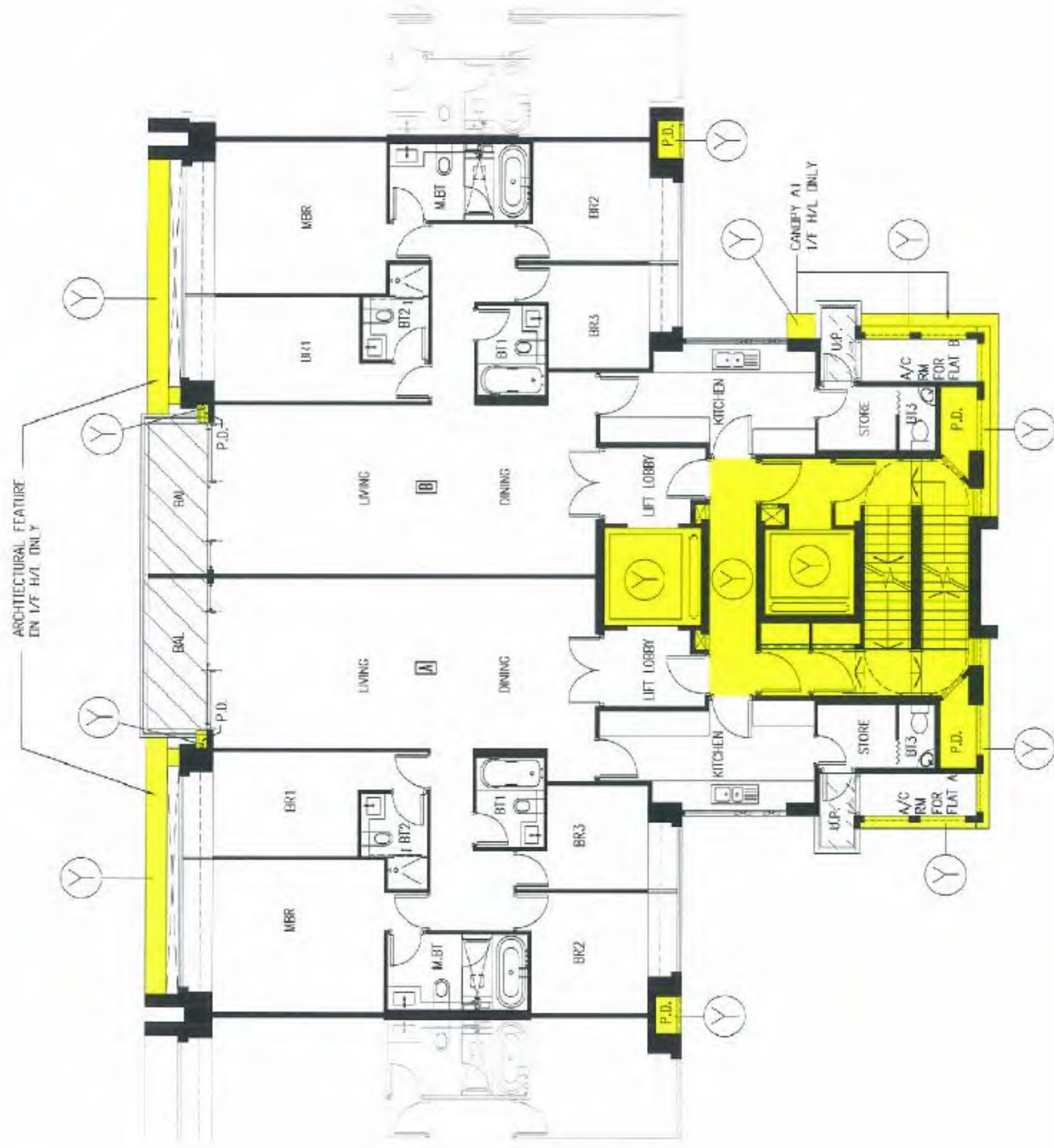


TOWER 9 1/F PLAN

- INDIGO (I) HOUSES COMMON AREAS
- PINK (P) COMMERCIAL COMMON AREAS
- HATCHED BLACK (H) BALCONY
- DASHED BLACK (D) UTILITY PLATFORM

PURSUANT TO DMC GUIDELINE NO. 3(b), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY

Will Barry Fegan
WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012



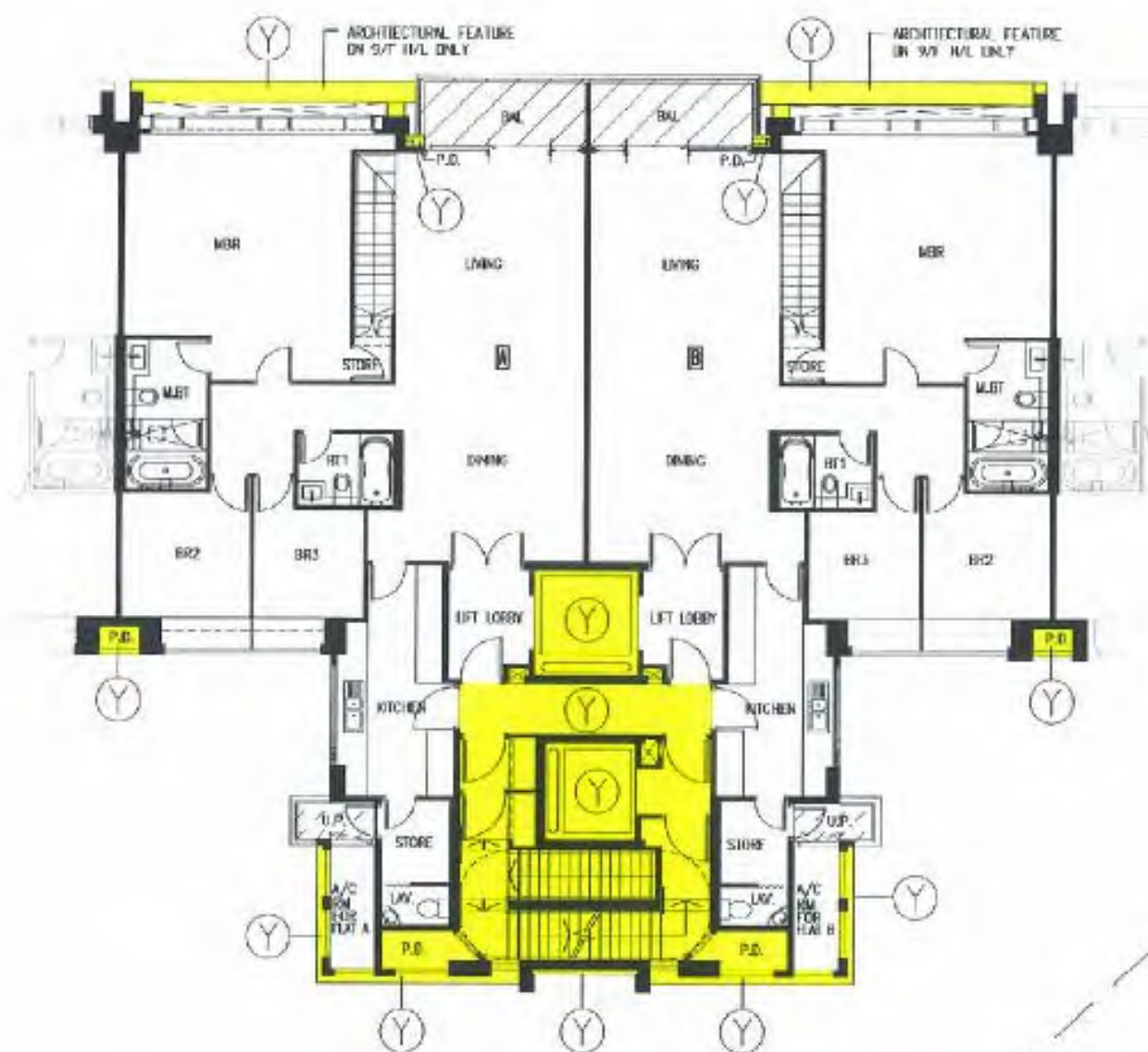
TOWER 9 TYPICAL FLOOR PLAN
(2/F TO 9/F , 4/F OMITTED)

LEGEND:

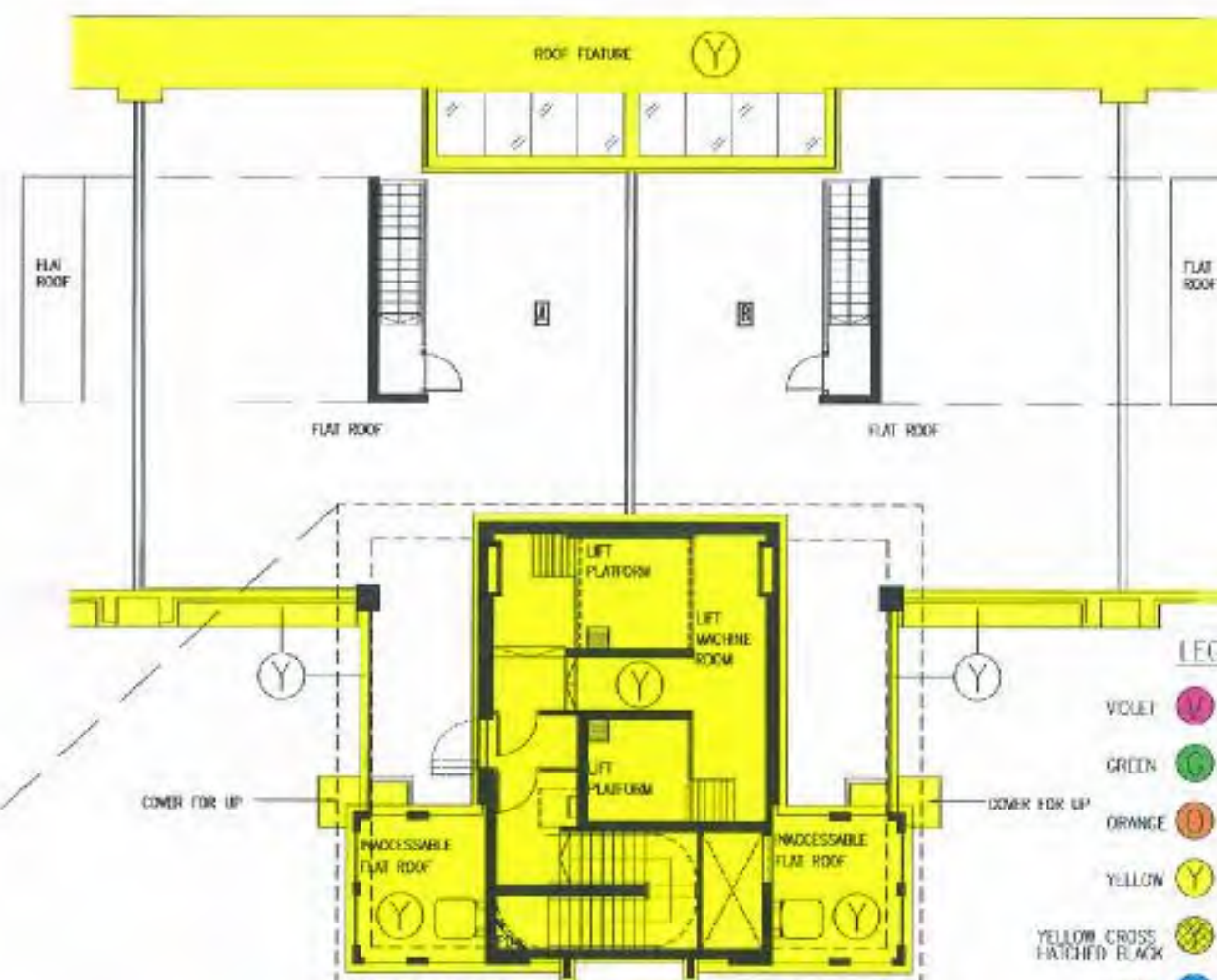
- | | |
|---|-------------------------|
| DEVELOPMENT COMMON AREAS | HOUSES COMMON AREAS |
| RESIDENTIAL COMMON AREAS | COMMERCIAL COMMON AREAS |
| PARKING COMMON AREAS | BALCONY |
| FLATS COMMON AREAS | UTILITY PLATFORM |
| WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS) | |

PURSUANT TO DMC GUIDELINE NO. 3(b), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY

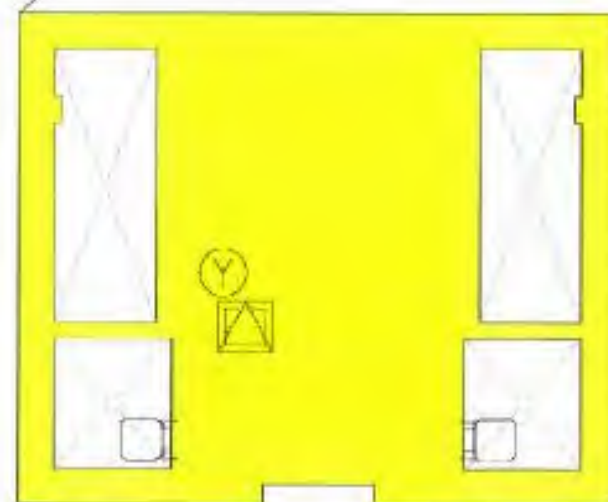
WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012



TOWER 9 10/F PLAN



TOWER 9 ROOF PLAN



TOWER 9 UPPER ROOF PLAN

- LEGEND:
- VIOLET (V) DEVELOPMENT COMMON AREAS
 - GREEN (G) RESIDENTIAL COMMON AREAS
 - ORANGE (O) PARKING COMMON AREAS
 - YELLOW (Y) FLATS COMMON AREAS
 - YELLOW CROSS-HATCHED BLACK (X) WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS)
 - INDIGO (I) HOUSES COMMON AREAS
 - PINK (P) COMMERCIAL COMMON AREAS
 - HATCHED BLACK (H) BALCONY
 - DASHED BLACK (D) UTILITY PLATFORM

PURSUANT TO DMC GUIDELINE NO. 3(b), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY

Will Barry Fegan
WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012



TOWER 10 G/F PLAN



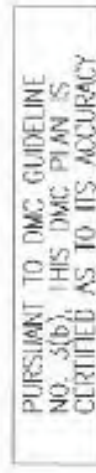
TOWER 10 1/F PLAN

LEGEND:

- VIOLET (V) DEVELOPMENT COMMON AREAS
- GREEN (G) RESIDENTIAL COMMON AREAS
- ORANGE (O) PARKING COMMON AREAS
- YELLOW (Y) FLATS COMMON AREAS
- YELLOW CROSS HATCHED BLACK (Y) WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS)
- INDIGO (I) HOUSES COMMON AREAS
- PINK (P) COMMERCIAL COMMON AREAS
- HATCHED BLACK (H) BALCONY
- DASHED BLACK (D) UTILITY PLATFORM

PURSUANT TO DMC GUIDELINE NO. 3(b), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY

PAK SHEK KOK, TAI PO
HONG KONG



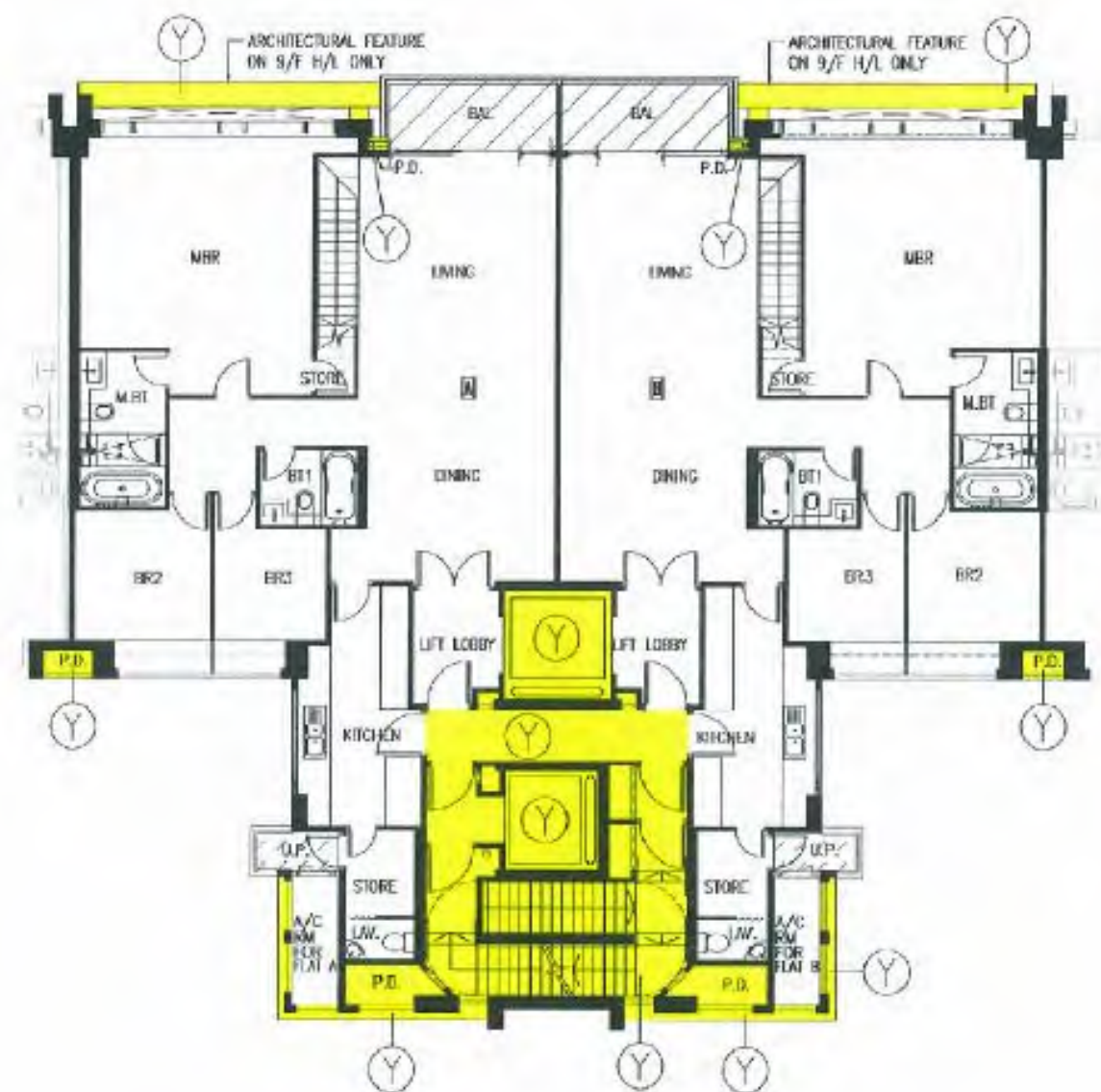
WALK	DEVELOPMENTAL COMMON AREAS
GREEN	RESIDENTIAL COMMON AREAS
ORANGE	PARKING COMMON AREAS
YELLOW	FLATS COMMON AREAS
YELLOW CROSS WATCHED BLACK	WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS)

INDIC: HOUSES COMMON AREAS
PARK COMMON ROADS COMMON AREAS
HATCHED BALCONY
DASHED UTILITY PLATFORM

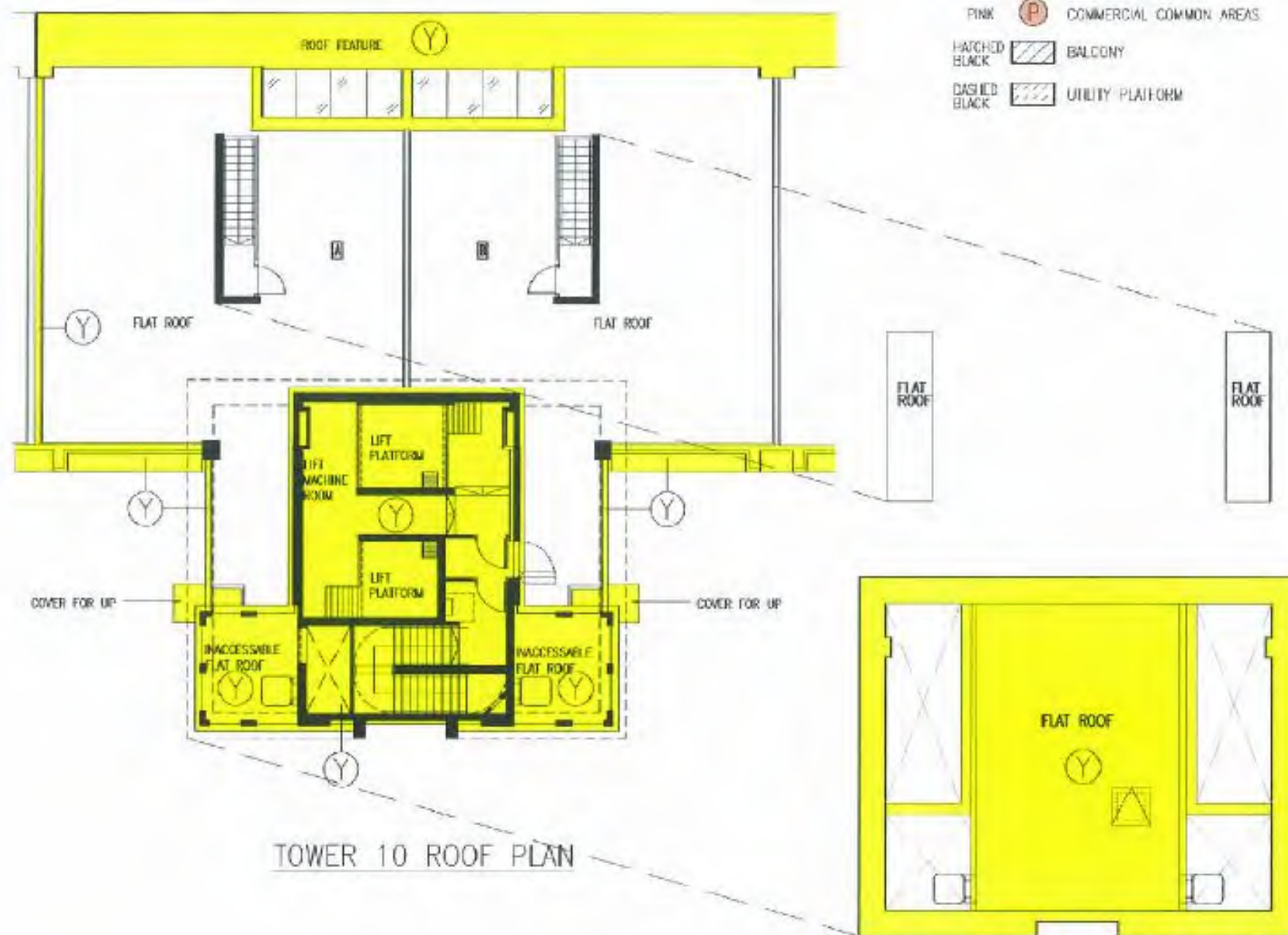


WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012

PLAN NO. DMC-T10-SK02



TOWER 10 10/F PLAN



TOWER 10 ROOF PLAN



TOWER 10 UPPER ROOF PLAN

- LEGEND:
- VIOLET (V) DEVELOPMENT COMMON AREAS
 - GREEN (G) RESIDENTIAL COMMON AREAS
 - ORANGE (O) PARKING COMMON AREAS
 - YELLOW (Y) FLATS COMMON AREAS
 - YELLOW CROSS HATCHED BLACK (Y) WIDER CORRIDORS AND LIFT LOBBIES (FLATS COMMON AREAS)
 - INDIGO (I) HOUSES COMMON AREAS
 - PINK (P) COMMERCIAL COMMON AREAS
 - HATCHED BLACK (H) BALCONY
 - DASHED BLACK (D) UTILITY PLATFORM

PURSUANT TO DMC GUIDELINE NO. 3(b), THIS DMC PLAN IS CERTIFIED AS TO ITS ACCURACY

Will Barry Fegan
WILL BARRY FEGAN
AUTHORIZED PERSON (ARCHITECT)
11 DECEMBER 2012

APPENDIX 2

NIAR

**Proposed Residential Development at TPTL No. 187, Tai Po
Noise Impact Assessment and Mitigation Measures**

**Prepared for:
Century Rise Limited
Hong Kong**

**Prepared by:
ENVIRON Hong Kong Limited**

**Date:
Aug 2011**

**Project Number:
HK1100145**

**Reference Number:
R0184_V9.0**

ENVIRON



Prepared by:

Calvin Chiu
Manager



Approved by:

David Yeung
Managing Principal

ENVIRON Hong Kong Limited
Room 2310, China Resources Building
26 Harbour Road, Wan Chai, Hong Kong
Tel: (852) 3743 0788
Fax: (852) 3548 8988
Email: hkinfo@environcorp.com

Q:\Projects\NFBPKSKKNI00\Report\R0184_V9.0.doc

Contents

	Page
1.0 Introduction.....	1
1.1 Background and Objectives	1
1.2 Scope of this Study	2
1.3 Proposed Development and Its Environs	2
1.4 Noise Environment.....	3
2.0 Traffic Noise Impact Assessment Methodologies	5
2.1 Introduction.....	5
2.2 Assessment Criteria	5
2.3 Noise Sensitive Receivers.....	5
2.4 Assessment Methodology and Assumption	5
3.0 Unmitigated Scenario.....	7
3.1 Design incorporated in the MLP to minimize Traffic Noise Impact	7
3.2 Assessment Result for Unmitigated Scenario.....	7
4.0 Mitigated Scenario.....	8
4.1 Mitigation Measures incorporated into the MLP	8
4.2 Assessment Result for Mitigated Scenario	9
5.0 Schedule of Noise Mitigation Measures and Plans	10
6.0 Overall Conclusion	12

List of Figures

- Figure 1: Location of Subject Site and its Environs
- Figure 2: Master Layout Plan of the Proposed Development
- Figure 3: Location of Representative Noise Sensitive Receivers selected for Traffic Noise Impact Assessment
- Figure 4: Solid Barrier proposed for House Developments
- Figure 5: Floor Plan and Section of House Developments (Unit H8 & H9) indicating the Self-Protecting Building Design
- Figure 6: Proposed Recessed Window Design
- Figure 7: Proposed Fixed Window Design
- Figure 8: Proposed Solid Parapet Balcony Design

List of Appendices

- Appendix A: Extracts of Special Condition and Information Statement
- Appendix B: Memo from Education Bureau
- Appendix C: Proposed MLPs of TPTL 186 to 188
- Appendix D: Undertaking Letter from Project Proponents
- Appendix E: Traffic Forecast for Year 2026 and TD's Reply
- Appendix F: Predicted Traffic Noise Result at Selected NSRs for Unmitigated Scenario
- Appendix G: Sound Absorption Materials to be adopted
- Appendix H: Predicted Traffic Noise Result at Selected NSRs for Mitigated Scenario
- Appendix I: Floor Plans showing Noise Mitigation Measures to be adopted
- Appendix J: Draft Revised Undertaking Letter for TPTL 187

1.0 Introduction

1.1 Background and Objectives

Century Rise Limited has acquired a land lot at Tai Po Tawn Lot (TPTL) No. 187, Tai Po through public auction and proposes to develop it as a residential development. According to Special Condition (5) in the Particulars and Condition of Sale of the Lot, the proponent is required to submit an assessment report relating to noise impact generated from Tolo Highway and other nearby public roads on the uses of the Lot and the detailed proposals of the noise mitigation measures within the Lot. In addition, the Information Statement attached with the Particulars and Condition of Sale states that the noise assessment report and detailed proposals of the noise mitigation measures should be prepared on the basis that such noise barriers required to be constructed in Tolo Highway and nearby roads under Condition 3.4 of the Environmental Permit No. EP-009/1998/F and Condition 3.1 of the Environmental Permit No EP-108/2001 will not be constructed by Government. It also states that in implementing the noise mitigation measures within the Lot, the Director of Environment Protection may require that any openings on the façade of any noise sensitive rooms including bedrooms, dining rooms and living rooms of residential blocks erected or to be erected on the Lot shall not have a line-of-sight of Tolo Highway and Chong San Road.

Special Condition (5) and the Information Statement are attached in **Appendix A** for reference.

ENVIRON Hong Kong Limited has been commissioned by the proponent to carry out the noise impact assessment and propose design of noise mitigation measures for the proposed development to satisfy the aforementioned lease requirement.

The design of the master layout plan is provided by the project architect (Foster+Partners being the design architect, and WCWP International Limited being the execution architect). Traffic forecast information is provided by project traffic consultant (MVA Hong Kong Limited).

The first approved Noise Impact Assessment Report (NIAR) (Ref.: R0184_V4.F dated Mar 2009) was submitted to District Lands Office/Tai Po on 31 Mar 2009. A letter of undertaking (Ref.: 187/CRL/CL/EPD/L090331/26 dated 31 Mar 2009) was also issued to EPD. A letter from District Lands Office/Tai Po dated 18 Apr 2009 (Ref.: (72) in DLO/TP 496/TPA/60 IV) was eventually received indicating that the NIAR is acceptable under Special Condition (5) of the Conditions of Sale subject to: (a) implementation of all proposed noise mitigation measures as stipulated in the report; and (b) implementation of end compliance with all the conditions as stipulated in the undertaking.

Another NIAR (Ref.: R0184_V6.F dated Jul 2009) was submitted on 21/7/2009. The proponent has also issued a revised undertaking letter with respect to the latest NIAR on 13/8/2009 (see **Appendix D**). According to letter from District Land Office/Tai Po dated 25/3/2010 (Ref.: (112) in DLO/TP 496/TPA/60 (IV)), the NIAR is considered acceptable.

Subsequently, the design of the proposed development has been finetuned. Nevertheless, the mitigation principle adopted in the MLP contained in the approved NIAR has been strictly followed. According to bullet 7 of the undertaking, in the case when changes to the building plans or noise mitigation measures in the Schedule are required, prior agreement with EPD

should be sought and alternative measures with equivalent noise mitigation performance should be proposed.

A NIAR (Ref.: R0184_V7.F dated Feb 2010) was submitted and comments were received dated 25/3/2010. Subsequently, there is some finetuning of the GBP based on the GBP referred in the NIAR (R0184_V7.F). This report contains assessment of noise impact generated from Tolo Highway and other nearby public roads on the proposed development based on the latest building plan to evaluate the significance of road traffic noise impact. According to the noise environment, mitigation measures have been proposed to further attenuate the noise impact. Comments from EPD have been incorporated as appropriate.

1.2 Scope of this Study

The scope of this study includes:

- To evaluate the noise environment according to the subject site and the proposed master layout plan which takes due consideration of the requirement under the Information Statement;
- To propose mitigation measures as practicably possible to attenuate the noise impact; and;
- To evaluate the noise impact after mitigations to quantify the improvement of environmental performance.

1.3 Proposed Development and its Environs

The subject site at TPTL 187 is located at Pak Shek Kok fronting Tolo Harbour to the east. To the immediate northwest is TPTL 186 which is now being developed for residential development. The subject site is bounded by Fo King Road to the west and southwest. Tolo Highway is located further west and separated by TPTL 188, which is being developed for residential use.

Figure 1 showed the location of the subject site and its environs including the location of TPTL 186 & 188.

The development scheme is similar to the previous scheme submitted in NIAR (Ref.: R0184_V7.F) but the labelling system is changed and there is minor change of some flat units.

The subject site amounts to about 1 ha. The proposed residential development will comprise 9 numbers (T1 to T10, T4 omitted) of 10-storey mid-rise residential towers (G/F to 3/F, 5/F to 10/F) with 188 units, and 8 numbers (H1 to H9, H4 omitted) of 3-storey house developments, totaled 196 residential units. The proposed towers are aligned along 3 sides (north, northeast and southwest sides) of the subject site. The proposed house development will be located along Fo King Road. Apart from these, the proposed development also includes uses such as clubhouse, carparking facilities and 2,005m² GFA non-industrial use (i.e. commercial use) required under the lease, which is typical of new residential development in the territory. The proposed development is scheduled to be completed in Year 2011.

Figure 2 showed the master layout plan of the proposed development.

When compared with the building plans adopted in the latest approved NIAR, the disposition and orientation of towers and houses in the proposed design is generally the same. The major difference includes that: (a) the layout of tower T8 (previously T9 in R0184_V6.F) has been redesigned; (b) the profile of the house fence wall as well as the layout of the house has been revised. Nevertheless, the orientations of the openings are generally the same as before. Same noise mitigation principle is to be adopted. It is therefore anticipated that there would be no adverse noise impact due to the proposed changes.

1.4 Noise Environment

As observed onsite, the noise environment is dominated by road traffic, especially traffic flow along Tolo Highway (major trunk road) and Chong San Road (local distributor). Both Tolo Highway and Chong San Road are aligned in such a way to surround the subject site on the western and southern sides and are separated by TPTL 186 & 188.

Traffic flow along Tolo Highway is particularly high due to its trunk road nature. Noise generated from traffic along it is considered significant.

It is understood that the school building programme for the GI/C site to the west of TPTL 186 has not been firmed up (See **Appendix B**). It is therefore assumed that the school development is not in place upon occupation of the proposed development and there is absence of noise shielding due to the school development. In any case, the shielding effect of the school development for the subject site is considered minor and would unlikely have significant effect on the overall noise performance.

On the other hand, it is confirmed that the area at TPTL 186 and 188 are being developed as residential uses. For TPTL 188, its northern side fronting Fo King Road and its southwest side fronting Chong San Road will be erected with mid-rise residential towers of up to 15 storeys. For TPTL 186, there are two rows of mid-rise (10-storey) residential towers erected and fronting Fo King Road and Chong San Road. **Appendix C** showed the tentative MLPs of the proposed developments at TPTL 186 and 188. While the design may be subject to refinement in future in the detailed design stage, the building disposition, outline and height will be more or less the same. The noise environment would unlikely be significantly altered during evolution of the design in future.

The tentative completion year of TPTL 186 to 188 will be Year 2011. Therefore, the construction of the structure of these residential towers at TPTL 186 and 188 should be completed upon the occupation of the proposed residential development at the subject site. These committed developments at TPTL 186 & 188 should provide shielding against noise impact from Tolo Highway and Chong San Road for the proposed development at the subject site at that time. In order to ascertain this, the proponents of these two lots have committed to complete corresponding structures before occupation of the subject site (see **Appendix D**). Formal undertaking letters have been issued to EPD before.

After consideration of the noise environment and committed developments in future, it is considered that road traffic noise impact will mainly come from local carriageways including Fo King Road, the roundabout area and Fo Shing Road, as well as Chong San Road and Tolo Highway at the longer distance away to the further south which cannot be shielded by the

committed development at TPTL188. Traffic flow along the section of Fo King Road immediate to the subject site is considered minimal as this carriageway will mainly serve the proposed development and developments at TPTL 186 and 188 only. Therefore, most noise will come from the southern side of the subject site.

2.0 Traffic Noise Impact Assessment Methodologies

2.1 Introduction

This traffic noise impact assessment has been conducted for both unmitigated and mitigated scenarios based on the master layout plan of the proposed development.

The assessment for the unmitigated scenario aims to evaluate the traffic noise performance based on the disposition and orientation of the buildings in the MLP. The assessment for the mitigated scenario aims to evaluate the traffic noise performance of the proposed development after incorporating further mitigation measures and to verify whether relevant traffic noise assessment criteria can be complied with.

2.2 Assessment Criteria

Noise standards are recommended in Chapter 9, "Environment" of Hong Kong Planning Standards and Guidelines (HKPSG) for planning against noise impact from road traffic, railway and aircraft, etc. According to the guidelines, the maximum noise level from road traffic, measured in terms of $L_{10}(1\text{-hr})$ is recommended to be 70 dB(A) at sensitive receivers of residential developments.

Putting the criteria in the present scenario, the maximum noise levels due to traffic on the surrounding roads in terms of hourly average (L_{10}) should not exceed 70 dB(A) at the facades of the proposed residential development.

2.3 Noise Sensitive Receivers

Representative Noise Sensitive Receivers (NSRs) were selected for the quantitative traffic noise impact assessment. Locations of the assessment points are shown in Figure 3. The assessment positions were taken to be 1.2m above floor slabs and at 1m away from the external facade of openable windows of the habitable rooms.

Should there be no exceedance of noise level predicted at the selected NSRs, no noise exceedance for other remaining habitable rooms is envisaged.

2.4 Assessment Methodology and Assumption

The methodology involved the prediction of noise levels at the NSRs of the proposed residential development due to projected peak hour traffic flows on the surrounding road carriageways in year 2026 (which is representative of the worst case traffic flow within 15 years from the completion of the development) to simulate the worst case scenario. The traffic forecast, involving traffic flows and mix, were provided by the Project Traffic Consultant and shown in Appendix E. The project traffic consultant has separately liaised with Transport Department seeking for comment on the traffic forecast adopted in this noise impact assessment. Relevant correspondence has been included in Appendix E.

The U.K. Department of Transport's procedure "Calculation of Road Traffic Noise" (CRTN) was used to predict the hourly L_{10} generated from road traffic at selected NSRs facades of the residential development.

Apart from adopting traffic forecast data for Year 2026, the following assumptions have been adopted in this assessment:

- a) It is assumed in this study that the noise barriers required to be constructed in Tolo Highway and nearby roads under Condition 3.4 of the Environmental Permit No. EP-009/1998/F and Condition 3.1 of the Environmental Permit No EP-108/2001 will not be constructed by Government.
- b) The primary school development at the nearby G/C site is not assumed in place.
- c) For Tolo Highway, a noise reduction for pervious road surface under CRTN is assumed based on the fact that open textured pavement has been applied.
- d) For other road carriageways, impervious road surface under CRTN is assumed.
- e) The speed limit provided by the project traffic consultant for each carriageway is adopted as the travelling speed in order to represent the worst possible scenario.
- f) The building structures of the developments at TPTL 186 and 188 will be in place at the time when the proposed development is occupied.

3.0 Unmitigated Scenario

3.1 Design incorporated in the MLP to minimize Traffic Noise Impact

As mentioned before, the subject site will be mainly affected by road traffic noise from the southern side of the subject site including traffic along the roundabout area, Fo Shing Road, and carriageways at longer distance away including Tolo Highway and Chong San Road. Potential noise impact from the roundabout area near to the southern corner of the subject site is considered most significant relatively.

The design measures have been considered below:

Setback	<p>The subject site is constrained by building height restriction so that it is difficult to reduce the site building coverage and allow significant setback.</p> <p>The house developments are raised above Fo King Road by at least 3m to increase vertical separation.</p>
Orientation	<p>For two units of T8 at the southern corner nearest to the roundabout of Fo King Road, the window of the habitable rooms will be opened sideways instead of facing directly to the roundabout and other major noise sources on the southern side. The side-opened windows of habitable rooms nearest to the roundabout will be facing towards east or west direction. This will help reduce the view angle to the carriageway and in turn the noise impact (see Figure 3).</p>

3.2 Assessment Result for Unmitigated Scenario

The predicted road traffic noise level based on the methodology and design of the MLP discussed above is shown in **Appendix F**. According to the result, there are exceedances of relevant traffic noise criteria at some of the houses and some units at tower T8 at the southern corner of the subject site. A total of 10 dwellings (house units H8 & H9 and 8 units at T8) would exceed the assessment criteria without further noise mitigation measures. The road traffic noise compliance level is equivalent to 95%.

4.0 Mitigated Scenario

4.1 Mitigation Measures incorporated into the MLP

The following noise mitigation measures other than disposition and orientation of the building structures have been considered and included in the proposed MLP.

Barrier	Solid parapet of about 1.2m high (measured from ground floor slab of the houses) will be erected in front of the house development of unit H8 & H9 to provide shielding for ground floor habitable rooms (see Chapter 5 and Figure 4). As the house developments has been raised above Fo King Road by at least 3m, the shielding effect of the barrier will be improved.
Solid Parapet Balcony	<p>Balcony with solid parapet (around 1 to 1.1m high) on 3 sides and depth around 1 to 1.1m is usually assumed of shielding correction of -2dB taking into account possible noise reflection from ceiling area. In the proposed development, balcony of at least 1.1m deep and with parapet of at least 1m high will be adopted. The ceiling and soffit on top of the balcony will be applied with sound absorption material (see Appendix G for example). A correction of -2dB is adopted.</p> <p>Appendix I showed the markup of mitigation measures including use of solid parapet balcony. Other balcony not for noise mitigation purpose may not have solid parapet and would not have sound absorptive materials applied.</p> <p>Figure 8 showed the proposed solid parapet balcony design.</p>
Recessed Window	<p>Reference is made to the already implemented noise mitigation measures at Liberte, a residential development in Lai Chi Kok. At Liberte, a recessed window design has been adopted which makes use of an operable top-hung window above the bay window. According to the report titled "Proposed Comprehensive Development in Cheung Sha Wan Shipyards at NKILs 6320 & 6328 Lai Chi Kok Road – Environmental Noise Impact Assessment" prepared by Westwood Hong & Associates Ltd. in Year 2000, the recessed window is of a useful 4 to 5 dB(A) screening of traffic noise. Attenuation of 4dB(A) was adopted at that time.</p> <p>The same noise attenuation is proposed to be adopted in this study for habitable rooms using recessed window design. The proposed recessed window design is shown in Figure 6 (see Chapter 5). The principle dimensions of the recessed window design to be adopted in the proposed development are equivalent to those adopted in the Liberte development. For some areas adjacent to the recessed window, sound absorption material with sound absorption coefficient not less than 0.4 for 500Hz would be applied. Example of such material is shown in Appendix G.</p>

4.2 Assessment Result for Mitigated Scenario

The predicted road traffic noise level based on the methodology, design of the MLP and the proposed mitigation measures discussed above is shown in **Appendix H**. According to the result, the predicted noise level at all dwellings would comply with the assessment criteria. No unacceptable noise impact is envisaged on the future occupants of the proposed development.

5.0 Schedule of Noise Mitigation Measures and Plans

A schedule of noise mitigation measures is tabulated below for reference. **Appendix I** showed all related plans of residential tower(s) and houses, which is extracted from the General Building Plans, with noise mitigation measures marked up specifying their locations. For other units shown in **Appendix I** without markup, it is assumed that the openable window location is not constrained by road traffic noise and no mitigation measures are necessary. A draft undertaking letter indicating commitment to provide noise mitigation measures as well as other means to ensure proper implementation of measures is enclosed in **Appendix J**. The formal undertaking letter will be provided upon no further comment from EPD on the submitted NIA report.

Tower/House	Floor	Noise Mitigation Measures
T8	2/F to 3/F, 5/F to 9/F	Recessed windows* (see Figure 6) applied for 3 bedrooms (MBR, BR1 & BR2) orienting to the west direction
		Fixed windows^ (see Figure 7) applied for 1 side of 1 bedroom (BR1)
		Solid parapet balcony* applied for 1 living room orienting to the west direction exposed to Fo King Road (Figure 8)
	10/F	Recessed windows* (see Figure 6) applied for 3 bedrooms (MBR, BR1 & BR2) orienting to the west direction
		Fixed windows^ (see Figure 7) applied for 1 side for 1 bedrooms (MBR)
		Solid parapet balcony* applied for 1 living room orienting to the west direction exposed to Fo King Road (Figure 8)
House H8	1/F	1.2 m-high solid fence wall provided in front of Fo King Road and aside (see Figure 4)
	2/F	Solid parapet balcony* applied for BR3 and family room orienting to the south direction exposed to Fo King Road (see Figure 5 & Figure 8)
House H9	1/F	1.2 m-high solid fence wall provided in front of Fo King Road and aside (see Figure 4)
	2/F	Solid parapet balcony* applied for BR3 and family room orienting to the south direction exposed to Fo King Road (see Figure 5 & Figure 8)
*Opening of recessed window for ventilation is provided on top of the horizontal fin (with surface density > 20kg/m ²). The extended fin as well as other surface indicated in Figure 6 will be applied with acoustically absorptive material. There will be windows underneath the horizontal fin and fixed by removable handle and will be unlocked for maintenance only. The maximum clear opening of		

the lockable window is 300mm wide.

*The parapet of the balcony must be solid and with height not less than 1m from floor slab. The ceiling and soffit on top of the balcony should be applied with acoustically absorptive materials.

^Fixed window will be equipped with lockable window and is fixed by removable handle. It will be unlocked for maintenance only. The maximum clear opening of the lockable window is 300mm wide.

6.0 Overall Conclusion

The noise mitigation measures and corresponding traffic noise impact assessment have been presented in this context. With the proposed noise mitigation measures in place, there would be no unacceptable road traffic noise impact anticipated on the proposed development at TPTL 187.

Figures

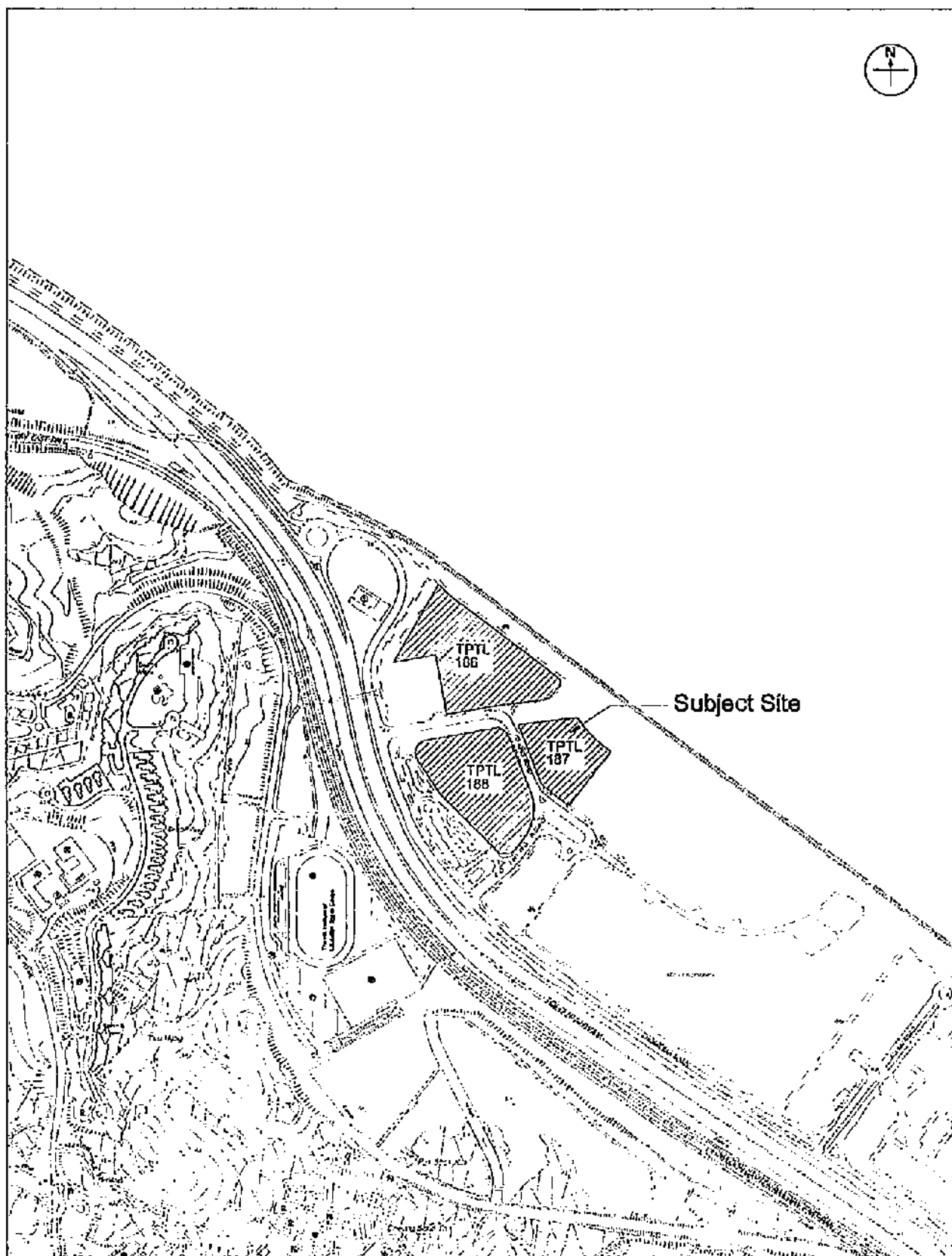


Figure: 1

Title: Location of Subject Site and its Environs

Project: Proposed Residential Development at TPTL 187, Tai Po
Noise Impact Assessment and Mitigation Measures

ENVIRON

Drawn by: ZL

Checked by: CC

Rev.: 4.0

Date: Mar 2009

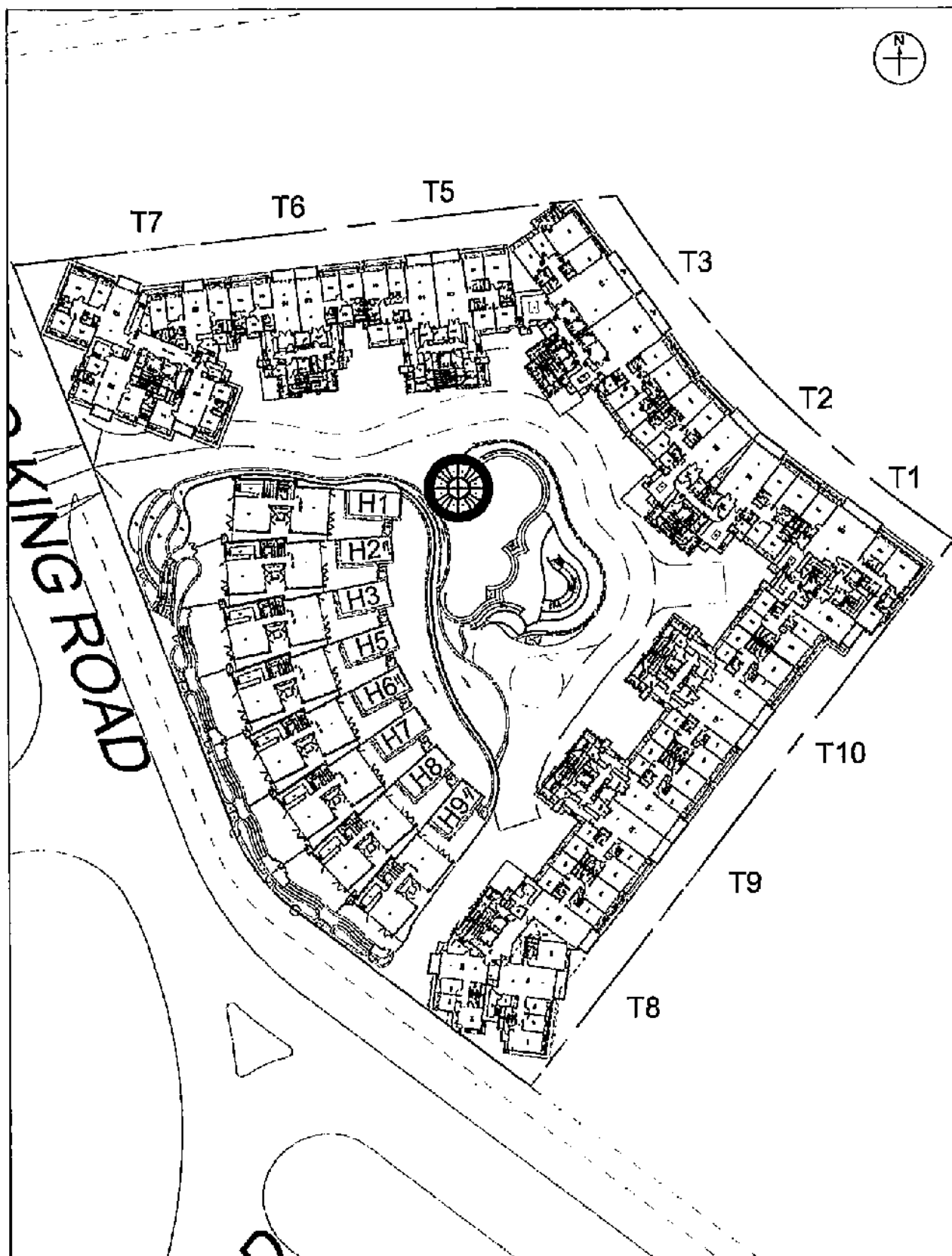


Figure: 2

Title: Master Layout Plan of the Proposed Development

Project: Proposed Residential Development at TPTL 187, Tal Po
Noise Impact Assessment and Mitigation Measures

ENVIRON

Drawn by: SL

Checked by: CC

Rev.: 9.0

Date: Jun 2011

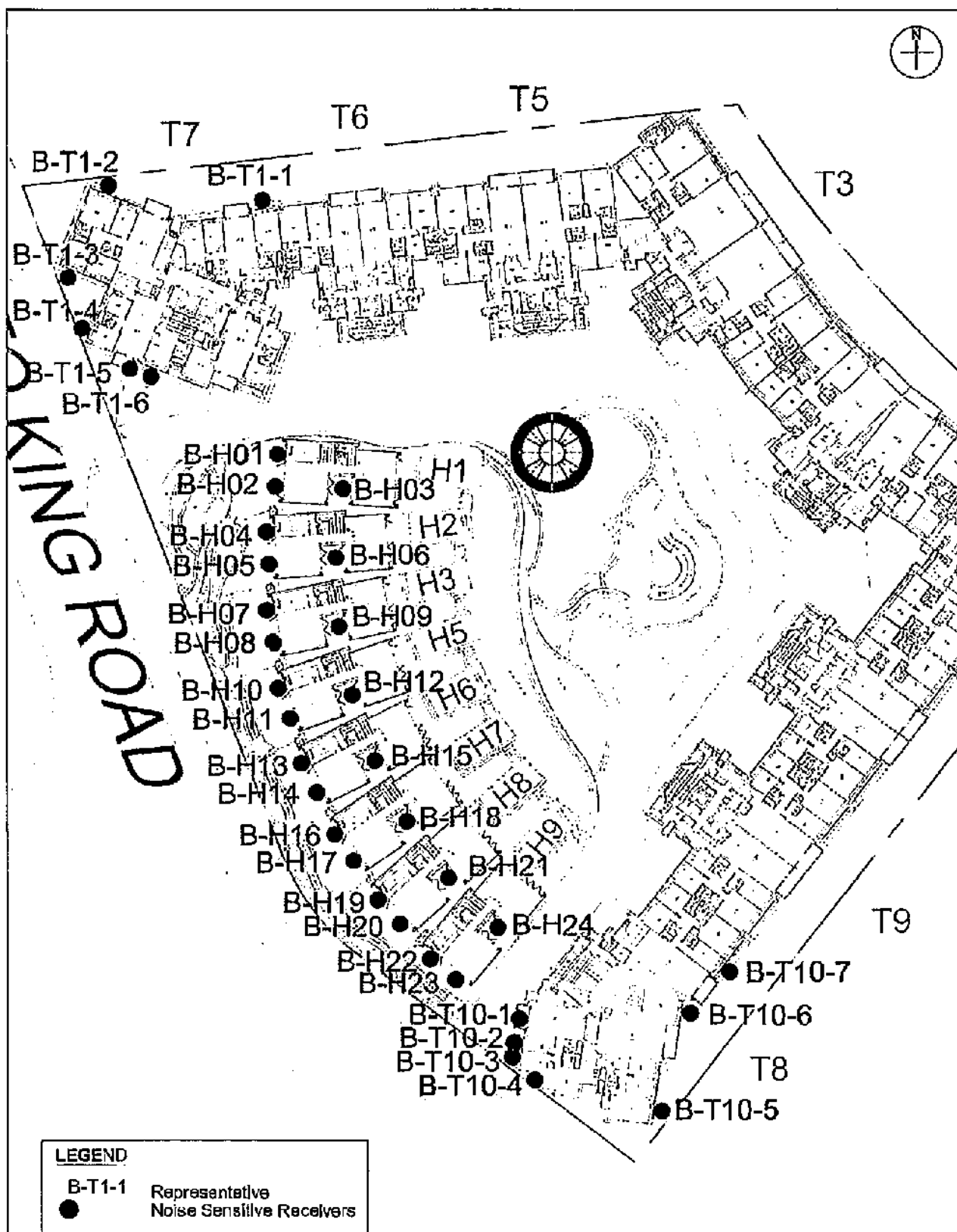


Figure: 3

Title: Location of Representative Noise Sensitive Receivers selected for Traffic Noise Impact Assessment

Project: Proposed Residential Development at TPTL 187, Tai Po
Noise Impact Assessment and Mitigation Measures

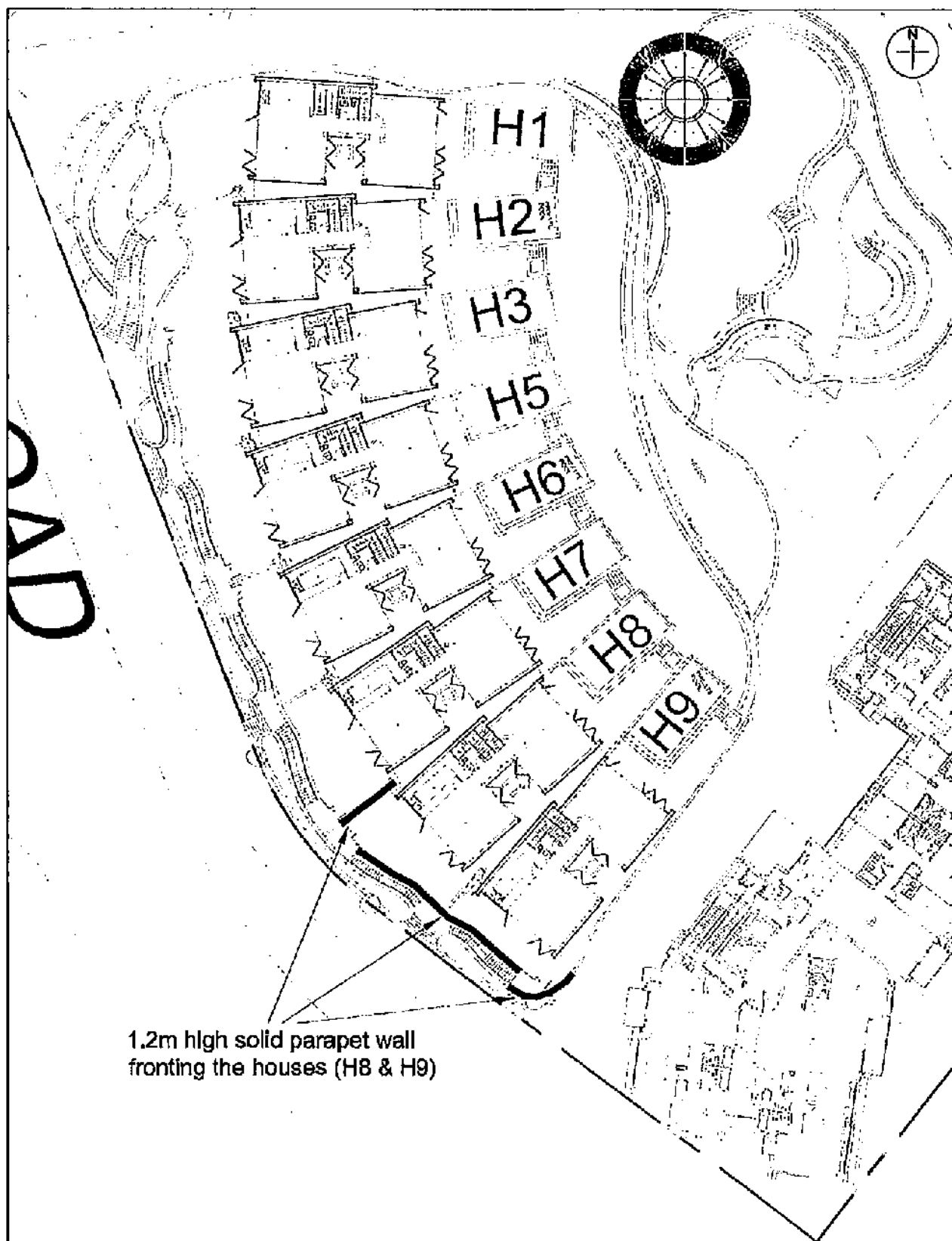
ENVIRON

Drawn by: SL

Checked by: CC

Rev.: 9.0

Date: Jun 2011



1.2m high solid parapet wall
fronting the houses (H8 & H9)

Figure: 4

Title: Solid Barrier proposed for House Developments

Project: Proposed Residential Development at TPTL 187, Tai Po
Noise Impact Assessment and Mitigation Measures

ENVIRON

Drawn by: SL

Checked by: CC

Rev.: 9.0

Date: Jun 2011

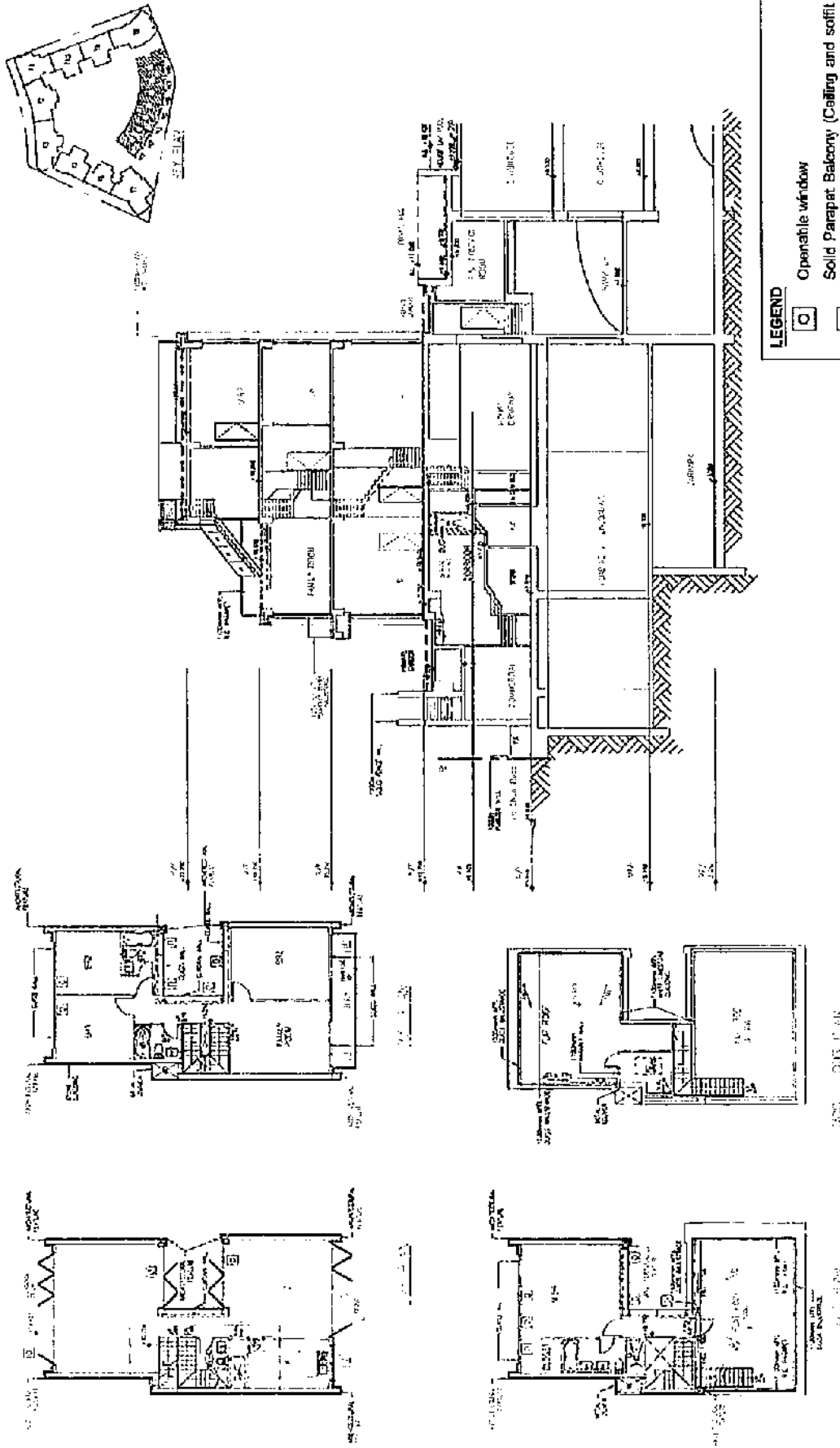


Figure: 5

Title: Floor Plan and Section of House Developments (Unit H8 & H9) indicating the Self-Protecting Building Design

Project: Proposed Residential Development at TPTL 187, Tai Po
Noise Impact Assessment and Mitigation Measures

ENVIRON	
Drawn by:	SL
Checked by:	OC
Rev.:	9.0
Date:	Jun 2011

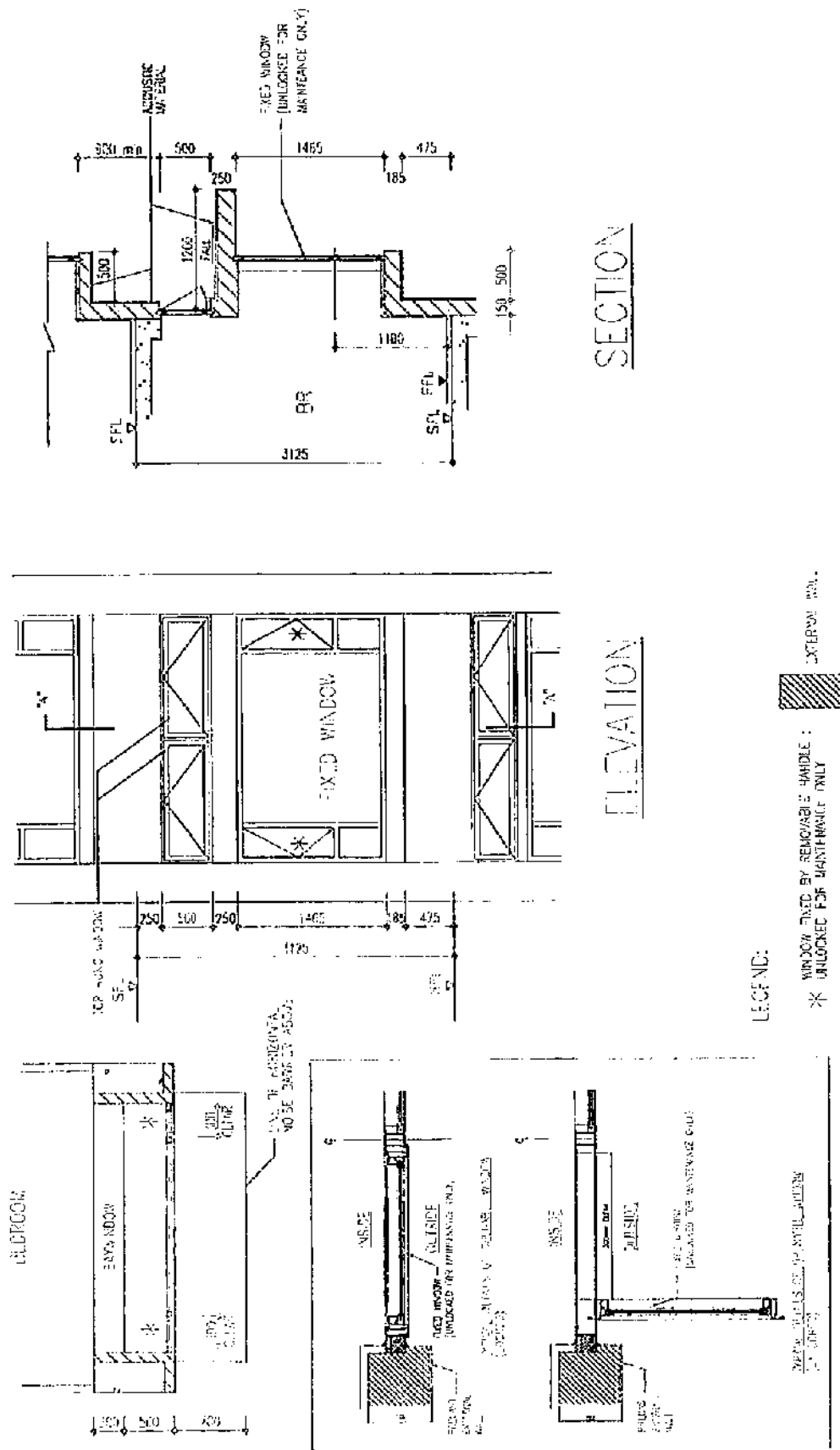


Figure: 6

Title: Proposed Recessed Window Design

Project: Proposed Residential Development at TPTL 187, Tai Po
Noise Impact Assessment and Mitigation Measures

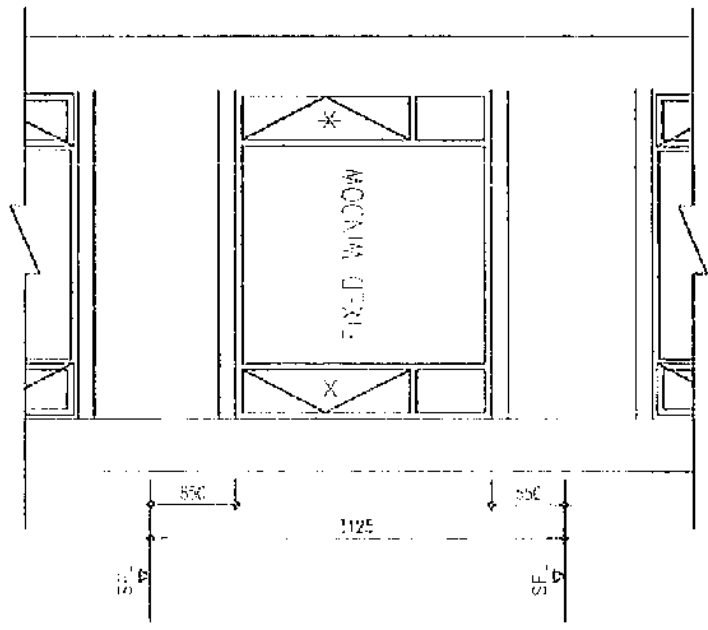
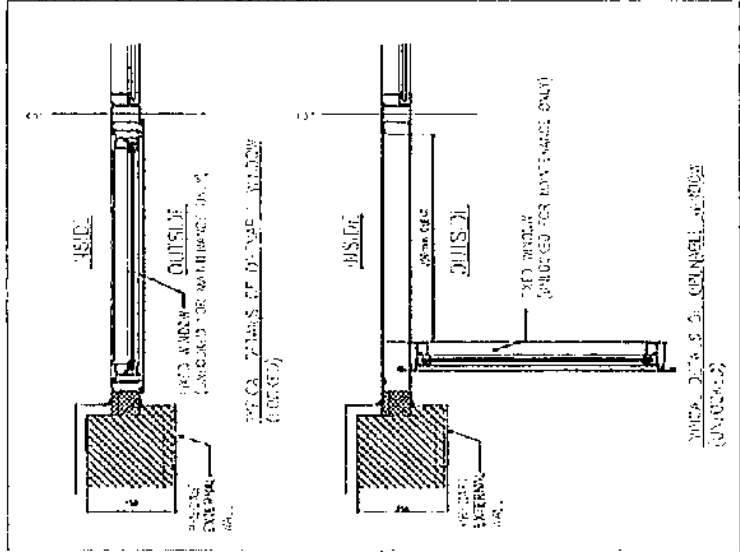
ENVIRON

Drawn by: SL

Checked by: CC

Rev.: 9.0

Date: Jun 2011

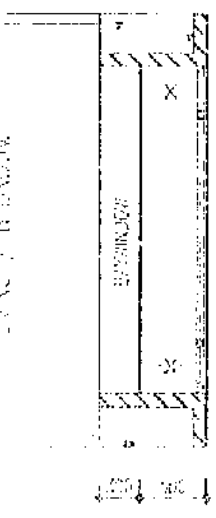


ELEVATION VIEW

LEGEND:

- WINDOW FIXED BY REMOVABLE HANDS
- WINDOW FOR MAINTENANCE ONLY
- FIXED WINDOW

FIXED WINDOW



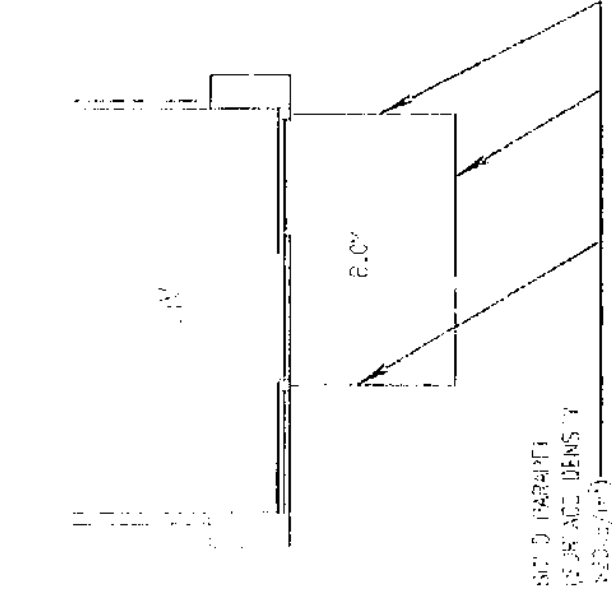
PLAN VIEW

Figure: 7

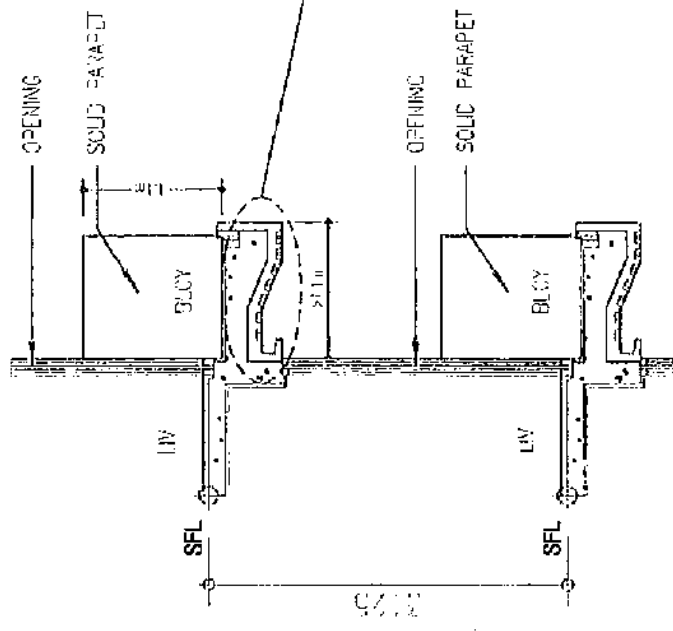
Title: Proposed Fixed Window Design

Project: Proposed Residential Development at TPTL 187, Tai Po
Noise Impact Assessment and Mitigation Measures

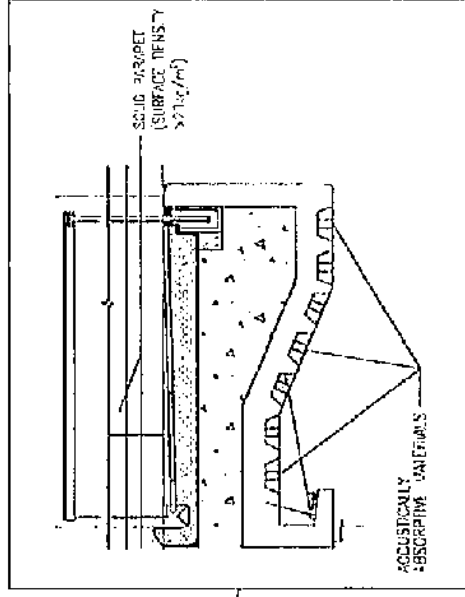
ENVIRON	
Drawn by:	SL
Checked by:	OC
Rev.:	9.0
Date:	Jun 2011



Plan View



Section View



Balcony with solid parapet on 3 sides

Figure: 8	ENVIRON
Title: Proposed Solid Parapet Balcony Design	Drawn by: SL
	Checked by: CC
Project: Proposed Residential Development at TPTL 187, Tai Po	Rev.: 9.0
Noise Impact Assessment and Mitigation Measures	Date: Jun 2011

Appendix A:
Extracts of Special Condition and
Information Statement

Information Statement

Tai Po Town Lot No.187

This Information Statement is issued for information of prospective purchasers of Tai Po Town Lot No.187 (hereinafter referred to as "the Lot"). It shall not form part of the Particulars and Conditions of Sale of the Lot (hereinafter referred to as "the Conditions of Sale"), nor shall it be taken into consideration in the interpretation or construction of the Conditions of Sale.

Prospective purchasers should note that the Purchaser (as defined in the Conditions of Sale) of the Lot is required under Special Condition No. (5) of the Conditions of Sale to assess the noise impact and to submit proposals on noise mitigation measures within the Lot to the Director of Environmental Protection. The measures must in all respects be to the satisfaction of the Director of Environmental Protection. The noise assessment report and detailed proposals of the noise mitigation measures should be prepared on the basis that such noise barriers required to be constructed in Tolo Highway and the nearby roads under Condition 3.4 of the Environmental Permit No. EP-009/1998/F and Condition 3.1 of the Environmental Permit No. EP-108/2001 will not be constructed by Government. Prospective purchasers should further note that in implementing the noise mitigating measures within the Lot, the Director of Environmental Protection may require that any openings on the façade of any noise sensitive rooms including bedrooms, dining rooms and living rooms of residential blocks erected or to be erected on the Lot shall not have a line-of-sight of Tolo Highway and Chong San Road (formerly known as Road D1 as referred to in the Environmental Permit No. EP-108/2001) as shown on the plan annexed to the Conditions of Sale. Prospective purchasers may contact the Environmental Protection Department (Tel. No.: 2835 1869) for any enquiry on their requirements.

(d) The Purchaser shall throughout the term hereby agreed to be granted after completion of the landscaping at his own expense manage and maintain the landscaped works in a safe, clean, neat, tidy, functional and healthy condition all to the satisfaction of the Director.

Noise mitigation measures

- (5) (a) (i) The Purchaser shall within six calendar months from the date of this Agreement submit to the Director for his written approval an assessment report relating to noise impact generated from Tolo Highway and other nearby public roads on the uses of the lot and the detailed proposals of the noise mitigation measures to be provided within the lot. Upon receipt of the written approval to the said proposals from the Director, the Purchaser shall at his own expense and within such time limit as may be imposed by the Director implement the approved proposals in all respects to the satisfaction of the Director.
- (ii) The Purchaser shall, throughout the term hereby agreed to be granted, at his own expense and in all respects to the satisfaction of the Director provide and maintain within the lot the noise mitigation measures as approved under sub-clause (a)(i) of this Special Condition.
- (iii) No building works or other works (except site formation works) shall be commenced or carried out on the lot until the assessment report and the proposals referred to in sub-clause (a)(i) of this Special Condition shall have been approved in writing by the Director.

(b) Notwithstanding sub-clause (a) of this Special Condition, the Director may at his discretion, at the sole expense of the Purchaser but subject to the prior agreement of the Purchaser as to the design, construction programme and cost for the design, construction and maintenance thereof, design, provide, construct and maintain the noise mitigation measures within the lot or on Government land.

(c) For the purpose of carrying out the works referred to in sub-clause (b) of this Special Condition, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have the free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other persons whether arising out of or incidental to the exercise by it or them of the right of entry conferred under this sub-clause, and no claim for compensation or otherwise shall be made against it or them by the Purchaser in respect of any loss, damage, nuisance or disturbance.

Development conditions

(6) Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 14) of the lot or any part thereof:

Compliance with Buildings Ordinance

(a) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;

Compliance with Town Planning Ordinance

(b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;

Total gross floor area

(c) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 19,254 square metres and shall not exceed 32,089 square metres;

Total gross floor area (private residential purposes)

(d) the total gross floor area of any building or buildings or part of any building or buildings erected or to be erected on the lot designed and intended to be used for private

Appendix B:
Memo from Education Bureau



香港特別行政區政府教育局

EDUCATION BUREAU

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

灣仔皇后大道東213號胡忠大廈1427室

Room 1427, Wu Chung House, 213 Queen's Road East, Wanchai

電話 Tel. No.: (852) 2892 6385

傳真 Fax No.: (852) 2573 3467

發文人 From: Ms S F MA Project Manager(School Building)3	受文人 To: Mr Calvin CHU Manager ENVIRON Hong Kong Ltd, Rm 2310 Chinese Resource Building, 26 Harbour Road, Wan Chai, Hong Kong
本署檔號 Our ref.: (87) in EMB(SB)5/29/3811/51 VIII	副本送 RPTD:
總頁數(連本頁) No. of Pages (including this page): 1	傳真 Fax No.: 3548 6988
日期 Date: 19 August 2008	

內容 Messages

Dear Mr CHU,

**Proposed Residential Development at TPTL No 186 in Pak Shek Kok
Request for Information regarding School Development Programme and Design Scheme
at a G/C Site in Pak Shek Kok**

Thank you for your fax of 15 August 2008 on the above subject.

I wish to inform you that the G/C site abutting TPTL 186 is reserved for the provision of a primary school. We have not firming up any school building programme at the subject site to date.

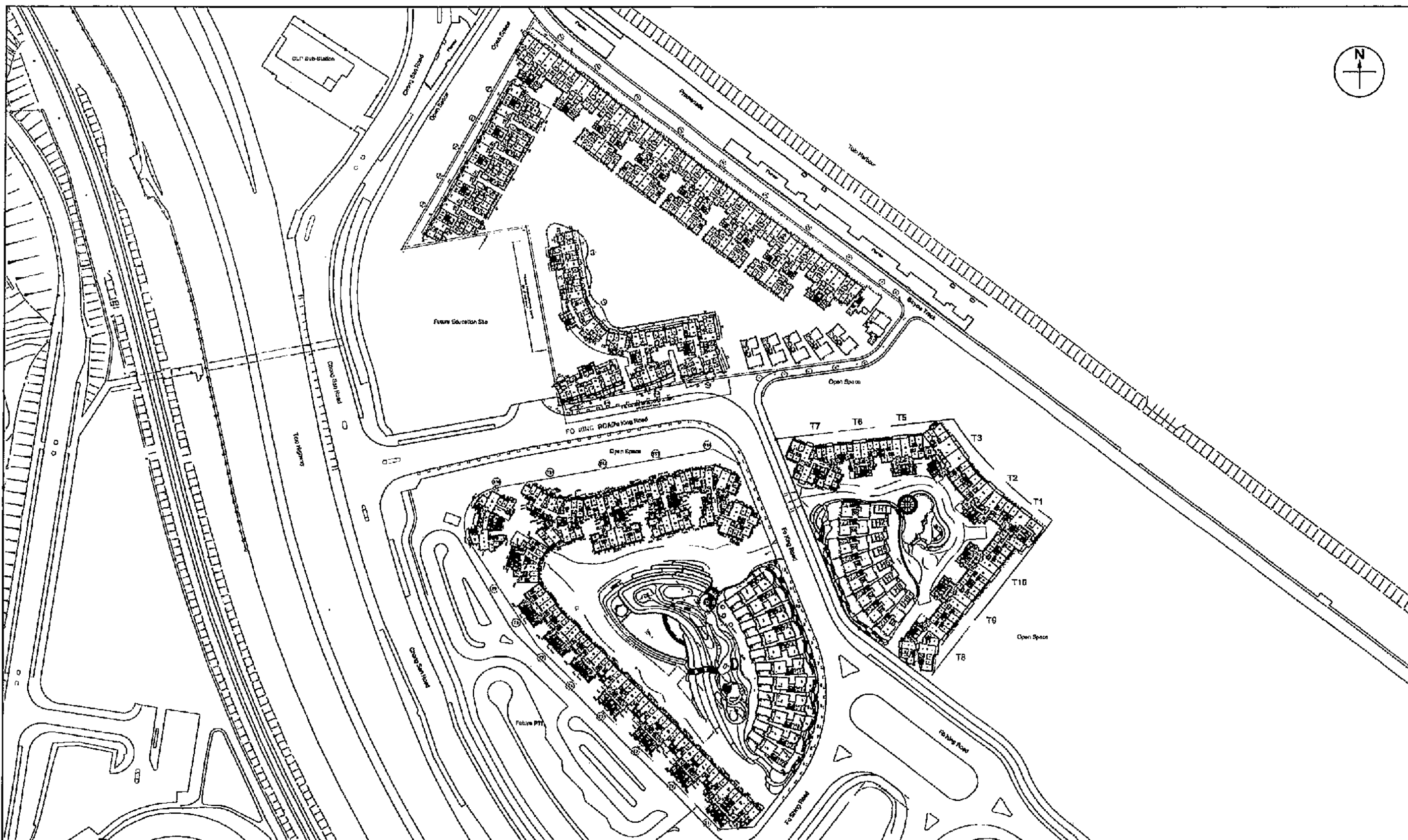
Should you have any enquiries, please feel free to contact me or Mr C K KWONG at 2892 5494.

Yours sincerely,

(Ms S F MA)

Project Manager(School Building)3
for Secretary for Education

Appendix C:
Proposed MLPs of TPTL 186 to 188



Appendix: C	ENVIRON
Title: Proposed MLPs of TPTL 186 to 188	Drawn by: SL
Project: Proposed Residential Development at TPTL 187, Tai Po	Checked by: CC
Noise Impact Assessment and Mitigation Measures	Rev.: 9.0
	Date: Jun 2011

**Appendix D:
Undertaking Letter from Project
Proponents**

唯 邦 有 限 公 司
PACIFIC BOND LTD.

香港中區畢打街3號中建大廈9樓 • 9TH FLOOR CENTRAL BUILDING 3 PEDDER STREET CENTRAL HONG KONG
Telephone: 2521 7417 • Fax: 2596 0905

Our Ref: 186/PB/CL/EPD/LC90331/19

31 March, 2009

By Hand

Environmental Protection Department
46/F Revenue Tower
5 Gloucester Road
Wan Chai
Hong Kong

Attn: Mr. C. W. Tse [Assistant Director (Environmental Assessment)]

Dear Sir,

**Re : Undertaking for Implementation of Noise Mitigation Measures Proposed in NIA Report
TPTL No. 186, Pak Shok Kok Development Area, Phase I, Site B, Tai Po, N.T., HK**

We, Pacific Bond Limited, being the owner of the captioned site, hereby undertake the followings for implementation of the proposed noise mitigation measures as shown in the Noise Impact Assessment Report (the "NIAR") ref: R0183_V4.F dated March 2009 submitted to your office for approval by Environ Hong Kong Limited:-

1. All the noise mitigation measures proposed in the NIAR shall be incorporated into the General Building Plans for the approval by the Building Authority.
2. To appoint an independent Authorized Person ("AP") to certify and inform the Director of Lands that all noise mitigation measures identified in the "Schedule of Noise Mitigation Measures and Plans" (the "Schedule") of the approved NIAR are duly implemented before completion of the development ("Completion").
3. To be responsible for implementation and modification/ rectification of all deviations from the noise mitigation measures identified in the Schedule before Completion, and be responsible for all the associated costs.
4. To allow occupation of TPTL No. 186 only after completion of the building structure of residential towers of TPTL No. 188.
5. To agree that EPD could disclose the content of the NIAR and this undertaking in future when required.
6. All the noise mitigation measures proposed in the NIAR shall be designated as Noise Mitigation Measures ("NMM") in the Deed of Mutual Covenant ("DMC") with details and the locations clearly indicated. Such DMC should contain binding and enforceable conditions for the control, operation, financial support and maintenance for such measures.

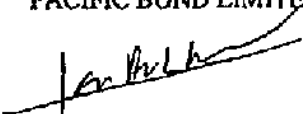
唯 邦 有 限 公 司
PACIFIC BOND LTD.

香港中區畢打街3號中建大廈9樓 • 9TH FLOOR CENTRAL BUILDING 3 FEDDER STREET CENTRAL HONG KONG
Telephone: 2521 7417 • Fax: 2596 0905

Our Ref: 186/PB/CL/BPD/L090331/19
31 March, 2009

7. In the case when changes to the building plans or noise mitigation measures in the Schedule are required, we will seek prior agreement with the Environmental Protection Department ("EPD") and propose alternative measures with equivalent noise mitigation performance. The AP will then check and certify implementation of these measures accordingly before Completion.

Yours faithfully,
for and on behalf of
PACIFIC BOND LIMITED



Donald Choi
Director

DC/KKC/CL/cl


尚賢有限公司
CENTURY RISE LIMITED

C/O 香港中區畢打街3號中環大廈9樓
5TH FLOOR CENTRAL BUILDING 3 PEDDER STREET CENTRAL HONG KONG
Telephone: 2521 7417 • Fax: 2596 0905

Our Ref: 187/CRL/AI/EPD/L090811/117

11 August 2009

Environmental Protection Department
45/F Revenue Tower,
5 Gloucester Road,
Wan Chai, Hong Kong.

By Hand

Attn: Mr. C. W. Tse (Assistant Director (Environmental Assessment))

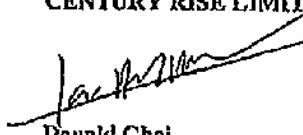
Dear Sir,

Re: Undertaking for Implementation of Noise Mitigation Measures Proposed in NIA Report
TPTL No. 187, Pak Shek Kok Reclamation Phase I, Site A, Tai Po, N.T., Hong Kong

We, Century Rise Limited, being the owner of the captioned site, hereby undertake the followings for implementation of the proposed noise mitigation measures as shown in the Noise Impact Assessment Report (the "NIA") ref: R0184_V6.F dated June 2009 submitted to your office for approval by Environ Hong Kong Limited:-

1. All the noise mitigation measures proposed in the NIA shall be incorporated into the General Building Plans for the approval by the Building Authority.
2. To appoint an independent Authorized Person ("AP") to certify and inform the Director of Lands that all noise mitigation measures identified in the "Schedule of Noise Mitigation Measures and Plans" (the "Schedule") of the approved NIA are duly implemented before completion of the development ("Completion").
3. To be responsible for implementation and modification/ rectification of all deviations from the noise mitigation measures identified in the Schedule before Completion, and be responsible for all the associated costs.
4. To allow occupation of TPTL No. 187 only after completion of the building structure of residential towers of TPTL Nos. 186 & 188.
5. To agree that EPD could disclose the content of the NIA and this undertaking in future when required.
6. All the noise mitigation measures proposed in the NIA shall be designated as Noise Mitigation Measures ("NMM") in the Deed of Mutual Covenant ("DMC") with details and the locations clearly indicated. Such DMC should contain binding and enforceable conditions for the control, operation, financial support and maintenance for such measures.
7. In the case when changes to the building plans or noise mitigation measures in the Schedule are required, we will seek prior agreement with the Environmental Protection Department ("EPD") and propose alternative measures with equivalent noise mitigation performance. The AP will then check and certify implementation of these measures accordingly before Completion.

Yours faithfully,
for and on behalf of
CENTURY RISE LIMITED


Donald Choi
Project Director
DC/KKC/AJ/11

榮 享 有 限 公 司
ACE GLORY LIMITED

香港中區華打街3號中建大廈9樓 • 9TH FLOOR CENTRAL BUILDING 3 PEPPER STREET CENTRAL HONG KONG
Telephone: 2521 7417 • Fax: 2596 0905

Our Ref: 188/AGL/DC/EPD/L091202/117

02 December 2009

Environmental Protection Department
46/F Revenue Tower,
5 Gloucester Road,
Wan Chai, Hong Kong.

By Hand

Attn: Mr. C. W. Tse [Assistant Director (Environmental Assessment)]

Dear Sir,

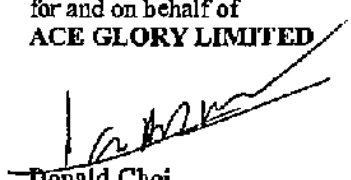
**Re: Undertaking for Implementation of Noise Mitigation Measures Proposed in NIA Report
TPTL No. 188, Pak Shok Kok Reclamation Phase I, Site C, Tai Po, N.T., Hong Kong**

We, Ace Glory Limited, being the owner of the captioned site, hereby undertake the followings for implementation of the proposed noise mitigation measures as shown in the Noise Impact Assessment Report (the "NIAR") ref: R0185_V6.F dated December 2009 submitted to your office for approval by Environ Hong Kong Limited:-

1. All the noise mitigation measures proposed in the NIAR shall be incorporated into the General Building Plans for the approval by the Building Authority.
2. To appoint an independent Authorized Person ("AP") to certify and inform the Director of Lands that all noise mitigation measures identified in the "Schedule of Noise Mitigation Measures and Plans" (the "Schedule") of the approved NIAR are duly implemented before completion of the development ("Completion").
3. To be responsible for implementation and modification/ rectification of all deviations from the noise mitigation measures identified in the Schedule before Completion, and be responsible for all the associated costs.
4. To allow occupation of TPTL No. 188 only after completion of the building structure of residential towers of TPTL No. 186.
5. To agree that EPD could disclose the content of the NIAR and this undertaking in future when required.
6. All the noise mitigation measures proposed in the NIAR shall be designated as Noise Mitigation Measures ("NMM") in the Deed of Mutual Covenant ("DMC") with details and the locations clearly indicated. Such DMC should contain binding and enforceable conditions for the control, operation, financial support and maintenance for such measures.
7. In the case when changes to the building plans or noise mitigation measures in the Schedule are required, we will seek prior agreement with the Environmental Protection Department ("EPD") and propose alternative measures with equivalent noise mitigation performance. The AP will then check and certify implementation of these measures accordingly before Completion.

Yours faithfully,
for and on behalf of

ACE GLORY LIMITED


Donald Choi
Project Director

DC/KKC/NW/li

**Appendix E:
Traffic Forecast for Year 2026 and
TD's Reply**

4 TRAFFIC FORECAST

4.1 General

4.1.1 With the planning data and network assumptions as stated above, a MVA in-house local traffic model have been developed (which is equivalent to the 2004-based BDTM) to provided the traffic forecast for design year 2026.

4.2 Results

4.2.1 The traffic forecasts produced are illustrated in Table 4.1 with a location shown in Figure 4.1.

Table 4.1 2026 Traffic Forecasts

Location no.	Direction	Speed (km/h)	2026 AM (veh/h)	2026 PM (veh/h)	% of Heavy Vehicle
L1 E	EB	50	95	180	10
L1 W	WB	50	305	194	10
L2 E	EB	50	45	110	10
L2 W	WB	50	255	144	10
L3 S	SB	50	39	40	10
L3 N	NB	50	161	94	10
L4 S	SB	50	37	31	10
L4 N	NB	50	127	54	10
L5 S	SB	50	10	10	10
L5 N	NB	50	47	93	10
L6 S	SB	50	453	258	10
L6 N	NB	50	699	852	10
L7 S	SB	50	273	405	10
L7 N	NB	50	378	557	10
L8 S	SB	50	327	519	10
L8 W	WB	50	536	690	10
L9 E	EB	50	327	519	10
L9 W	WB	50	536	690	10
L10 S	SB	50	457	309	15
L10 N	NB	100	444	371	18
L11 S	SB	50	545	481	18
L12 S	SB	50	457	309	15
L12 N	NB	50	909	1032	15
L13 S	SB	50	417	234	15
L13 N	NB	50	236	913	15
L14 S	SB	50	404	172	15
L14 N	NB	50	516	689	15
L15 E	EB	50	375	371	27
L15 W	WB	50	234	258	27
L16 S	SB	50	327	246	8
L16 N	NB	50	318	400	8
L17 S	SB	100	5330	5120	10
L17 N	NB	100	5970	5810	38


運輸署
Transport Department

本署編號 Our Ref.: () in NR 157/161-TPTL 186

來函編號 Your Ref.: C2741600/SPC/L0804544/sys

電話 Tel.: 2399 2227 傳真 Fax: 2381 3799

URGENT BY FAX
(2527 8490)
23 October 2008

MVA Asia Limited
 26th Floor
 China Resources Building
 26 Harbour Road
 Wanchai
 Hong Kong

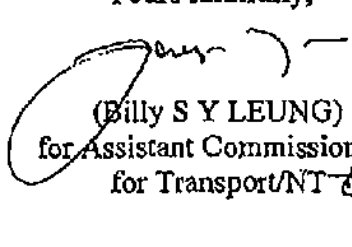
(Attention: Mr Stephen CHING)

Dear Sirs,

Proposed Residential Developments
at TPTL Nos. 186, 187 & 188 at Pak Shek Kok,
Technical Note of Traffic Forecast for Environmental Impact Assessment

We refer to your letter dated 29 September 2008 regarding the above subject. We have no comment on your proposed methodology/assumption for the traffic forecast given in the Technical Note. Based on the given assumption, traffic flows forecast in Table 4.1 are considered as one set of the predicted traffic flow for Traffic Impact Assessment. However, we are not in position to confirm that traffic flows forecast in Table 4.1 are appropriate for noise impact assessment.

Yours faithfully,


(Billy S Y LEUNG)
 for Assistant Commissioner
 for Transport/NT

MVA	
Job No.	C27416
Reg. No.	00268971
Date In	24-10-08
Initial	AC/SPC
PM	LCK
PDI	SPC
DICI	VTC
Supp. Data	Env. Data
Recd. Rec.	Recd. Date
File No.	

九龍彌敦道三十號旺角政府合署九樓
 9th Floor, Mong Kok Government Offices, 30 Luen Wan Street, Kowloon

我們的信念 - 我們會 • 發揮潛能 • 各盡所長 • 公平開放 • 細意關懷 • 承擔責任 • 積極進取 • 力求至善

TOTAL P.01

**Appendix F:
Predicted Traffic Noise Result at
Selected NSRs for Unmitigated Scenario**

Predicted Road Traffic Noise at Selected Sensitive Receivers

- 2026 AM

Floor	mPD	B-T1-1	B-T1-2	B-T1-3	B-T1-4	B-T1-5	B-T1-6	B-T1-7	B-T1-8	B-T1-9	B-T1-10	B-T1-11	B-T1-12	B-T1-13	B-T1-14	B-T1-15	B-T1-16	B-T1-17	B-T1-18	B-T1-19	B-T1-20	B-T1-21	B-T1-22	B-T1-23	B-T1-24
1/F	4.50	58																							
2/F	7.53	58																							
3/F	10.75	58	48	58	68	67	66	67	66	67	66	67	66	67	66	67	66	67	66	67	66	67	66	67	66
4/F	13.98	58	46	56	66	65	66	65	66	65	66	65	66	65	66	65	66	65	66	65	66	65	66	65	66
5/F	17.00	58	46	56	66	65	66	65	66	65	66	65	66	65	66	65	66	65	66	65	66	65	66	65	66
6/F	20.13	58	48	58	68	67	66	67	66	67	66	67	66	67	66	67	66	67	66	67	66	67	66	67	66
7/F	23.25	58	47	57	67	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66
8/F	26.38	58	48	58	68	67	66	67	66	67	66	67	66	67	66	67	66	67	66	67	66	67	66	67	66
9/F	29.50	58	50	60	69	67	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66
10/F	32.63	59	54	64	73	68	67	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66

Floor	mPD	B-T1-1	B-T1-2	B-T1-3	B-T1-4	B-T1-5	B-T1-6	B-T1-7	B-T1-8	B-T1-9	B-T1-10	B-T1-11	B-T1-12	B-T1-13	B-T1-14	B-T1-15	B-T1-16	B-T1-17	B-T1-18	B-T1-19	B-T1-20	B-T1-21	B-T1-22	B-T1-23	B-T1-24
1/F	10.75	59	44																						
2/F	15.25	63	53	46	64	47	65	65	47	65	65	47	65	65	47	65	65	47	65	65	47	65	65	47	65
3/F	18.75			52																					

- 2026 PM

Floor	mPD	B-T1-1	B-T1-2	B-T1-3	B-T1-4	B-T1-5	B-T1-6	B-T1-7	B-T1-8	B-T1-9	B-T1-10	B-T1-11	B-T1-12	B-T1-13	B-T1-14	B-T1-15	B-T1-16	B-T1-17	B-T1-18	B-T1-19	B-T1-20	B-T1-21	B-T1-22	B-T1-23	B-T1-24
1/F	4.50	57																							
2/F	7.53	57																							
3/F	10.75	57	47	58	57	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	
4/F	13.98	57	47	58	57	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	
5/F	17.00	57	47	58	57	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	
6/F	20.13	57	47	58	57	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	
7/F	23.25	57	47	58	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	
8/F	26.38	58	48	58	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	
9/F	29.50	68	50	68	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	
10/F	32.63	58	53	68	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	

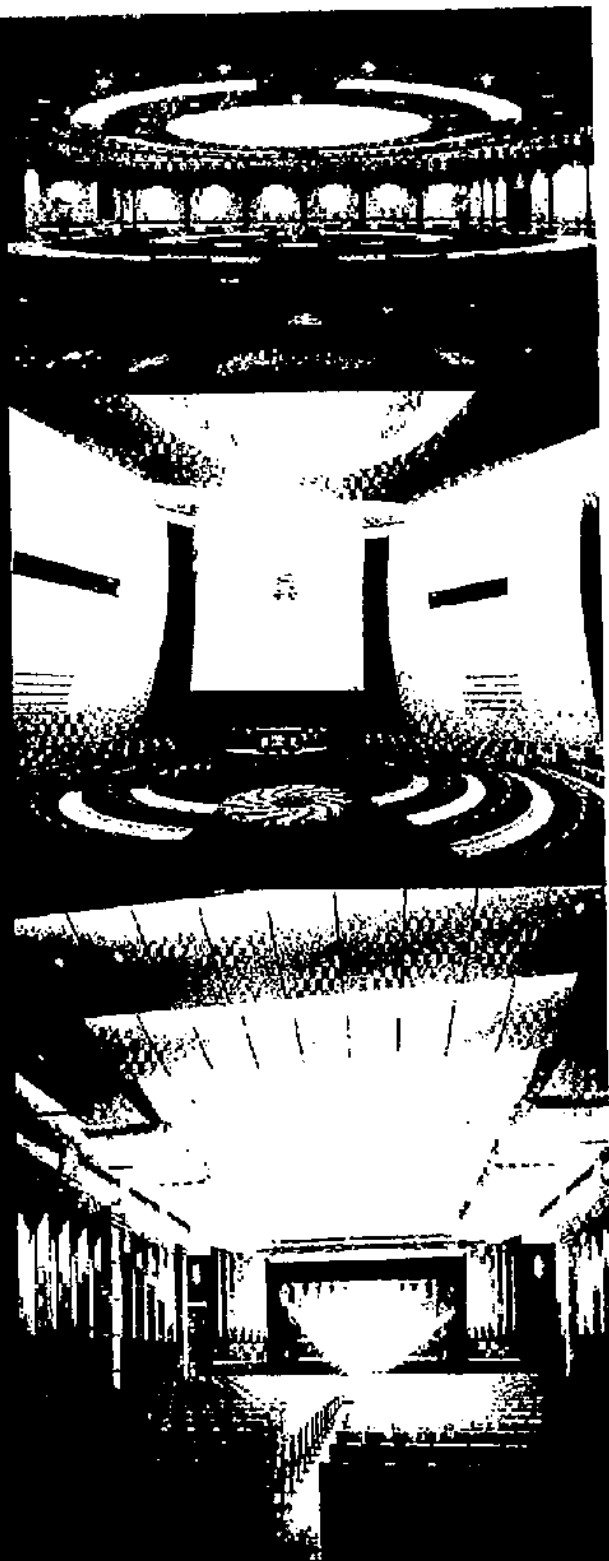
Floor	mPD	B-T1-1	B-T1-2	B-T1-3	B-T1-4	B-T1-5	B-T1-6	B-T1-7	B-T1-8	B-T1-9	B-T1-10	B-T1-11	B-T1-12	B-T1-13	B-T1-14	B-T1-15	B-T1-16	B-T1-17	B-T1-18	B-T1-19	B-T1-20	B-T1-21	B-T1-22	B-T1-23	B-T1-24
1/F	10.75	58	44																						
2/F	15.25	62	52	46	64	45	66	65	47	65	65	47	65	65	47	65	65	47	65	65	47	65	65	47	65
3/F	18.75			51																					

N.B. shaded cells denote noise level that will exceed limit of 70.5dB(A)

No. of exceedance =	10
Total no. of units =	196
% Compliance =	95%

**Appendix G:
Sound Absorption Materials
to be adopted**

Decorative Acoustic Coating





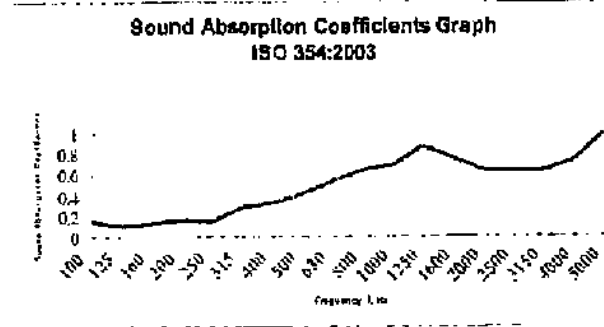
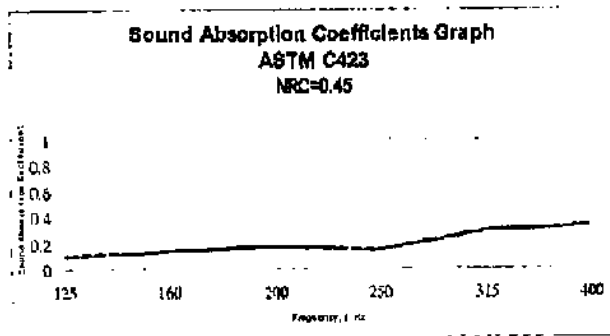
Tanda AP 25 is formulated with vermiculite cement inorganic material, which is asbestos and fibre free. Wherever reflective sound is an issue, Tanda AP 25 is recognised as the definitive and established solution.

The versatile formulation make Tanda AP 25 covers full range of interior application including ceilings, walls, high humidity environment and semi exposed locations.

The superior finish quality and colour ranges complement every aesthetic requirement. Tanda AP 25 is suitable for use in environments as diverse as sports centre, shopping mall, banks, restaurants, hall, subway and swimming pools.

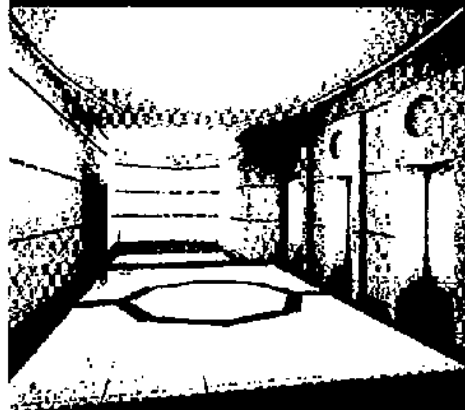
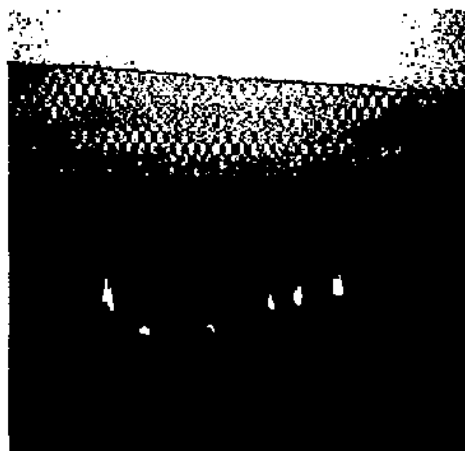
The light weight properties provide extraordinary adhesion to any substrate.

Acoustic Performance



Physical Information

Non-combustible:	BS476 Part 4
Specific Weight:	320 kg/m ³ (±10%)
pH:	11
Thermal Conductivity:	0.127 w/m.k (±10%)
Compressive Strength:	0.5-0.7 (MPa)



PEACOCKPAINT
TANDA FIRE DIVISION

 **Warwick**
Building Material Ltd.

Appendix H:
Predicted Traffic Noise Result at
Selected NSRs for Mitigated Scenario

Predicted Road Traffic Noise at Selected Sensitive Receivers

• 2026 AM

Floor	mp0	B-T1-1	B-T1-2	B-T1-3	B-T1-4	B-T1-5	B-T1-6	B-T1-7	B-T1-8	B-T1-9	B-T1-10	B-T1-11	B-T1-12	B-T1-13	B-T1-14	B-T1-15	B-T1-16	B-T1-17	B-T1-18	B-T1-19	B-T1-20	B-T1-21	B-T1-22	B-T1-23	B-T1-24
GF	4.50	58																							
1/F	7.63	58																							
2/F	10.75	58	46	63	68	67	66	70	68	69	69	66	65	65	67										
3/F	13.88	58	46	60	68	67	65	68	68	68	68	66	65	65	67										
5/F	17.00	58	46	60	68	67	65	68	68	68	68	66	65	65	67										
6/F	20.13	58	46	60	68	67	65	68	68	68	68	66	65	65	67										
7/F	23.25	58	47	60	67	66	66	69	68	68	68	66	65	65	67										
8/F	26.38	58	48	60	67	66	66	68	68	68	68	66	65	65	67										
9/F	29.50	58	50	60	67	66	66	68	68	68	68	66	65	65	67										
10/F	32.63	58	54	68	67	66	66	69	67	68	68	66	65	65	67										

Floor	mp0	B-H01	B-H02	B-H03	B-H04	B-H05	B-H06	B-H07	B-H08	B-H09	B-H10	B-H11	B-H12	B-H13	B-H14	B-H15	B-H16	B-H17	B-H18	B-H19	B-H20	B-H21	B-H22	B-H23	B-H24
1/F	10.75	59	44	44	46	61	45	62	45	47	55	64	45	67	55	46	65	65	47	52	67	48	68	68	48
2/F	15.25	63	46	46	64	64	47	65	65	47	55	55	48	67	68	50	68	70	52	68	69	53	70	70	54
3/F	18.75		52				52			51			52			61			64			66			58

• 2026 PM

Floor	mp0	B-T1-1	B-T1-2	B-T1-3	B-T1-4	B-T1-5	B-T1-6	B-T1-7	B-T1-8	B-T1-9	B-T1-10	B-T1-11	B-T1-12	B-T1-13	B-T1-14	B-T1-15	B-T1-16	B-T1-17	B-T1-18	B-T1-19	B-T1-20	B-T1-21	B-T1-22	B-T1-23	B-T1-24	
GF	4.50	57																								
1/F	7.63	57																								
2/F	10.75	57	47	68	67	66	66	70	69	69	70	67	67	68												
3/F	13.88	57	47	68	67	66	66	70	69	69	69	67	67	67												
5/F	17.00	57	47	68	67	66	66	70	68	69	68	67	67	67												
6/F	20.13	57	47	68	67	66	66	70	68	69	68	67	67	67												
7/F	23.25	57	47	68	66	66	66	69	68	68	68	66	66	67												
8/F	26.38	58	48	68	66	66	66	68	68	68	68	66	66	67												
9/F	29.50	58	50	68	66	66	66	69	68	68	68	66	66	67												
10/F	32.63	58	53	68	66	66	66	69	68	68	68	66	66	67												

Floor	mp0	B-H01	B-H02	B-H03	B-H04	B-H05	B-H06	B-H07	B-H08	B-H09	B-H10	B-H11	B-H12	B-H13	B-H14	B-H15	B-H16	B-H17	B-H18	B-H19	B-H20	B-H21	B-H22	B-H23	B-H24
1/F	10.75	58	44	44	46	61	44	62	45	45	64	45	45	67	66	46	65	65	47	55	67	47	68	68	46
2/F	15.25	62	46	46	64	64	46	65	65	47	55	67	47	68	68	50	69	70	52	69	69	53	70	70	54
3/F	18.75		51			51				51			52			60			64			66			69

N.B. Shaded cells denote noise level that will exceed limit of 70.5dB(A).

No. of exceedances =	0
Total no. of units =	196
% Compliance =	100%

Appendix I:
Floor Plans showing Noise Mitigation Measures
to be adopted

80 REF: 802/4002
703 REF: 703/2002

TPTL 187

RESIDENTIAL DEVELOPMENT

CLIENT
CENTURY RISE LTD.

PROJECT MANAGER
NAN FUNG DEVELOPMENT LTD.

PROJECT ARCHITECT
WCVF INTERNATIONAL LTD.

DESIGN ARCHITECT
FOSTER + PARTNERS

STRUCTURAL ENGINEERS
AECOM (STRUCT)

QUANTITIES SURVEYORS
RIDER LEVETT BUCKNALL

M&E ENGINEERS
P&T (V&E) LTD.

DESCRIPTION	DATE	NO.
UP RE-SUBMISSION	20.09.2008	1
ED AMENDMENT	09.04.2009	2
ED AMENDMENT	14.01.2010	3
ED AMENDMENT	03.03.2011	4
ED AMENDMENT	31.05.2011	5

DRAWING TITLE

TYPICAL FLOOR
FLOOR PLAN

NUMBER

187s004

REVISION

C

DATE

31.05.2011

SCALE

1:200@A0

FILE PATH

Y7023DRAWINGS\GBP\187s004.dwg

AUTHORIZED PERSON

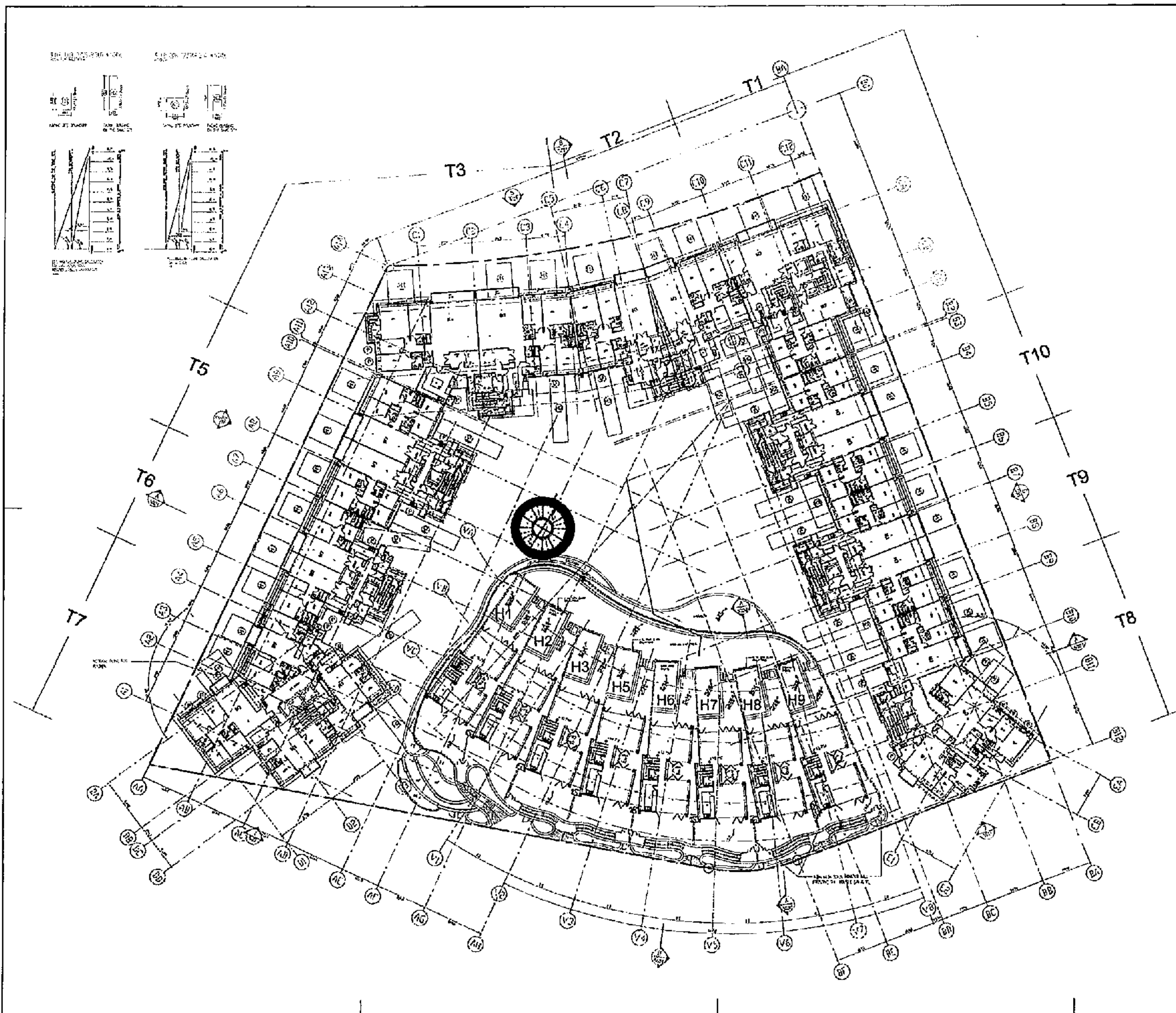
BD SUBMISSION

APPROVED

CHECKED

DRAWN

WCVF INTERNATIONAL, 1 AVENUE
CENTRAL, SINGAPORE 179568
新加坡 179568 1 號 1 號 1 號



TPTL 187

RESIDENTIAL DEVELOPMENT

CUSTOMER
CENTURY RISE LTD.

PROJECT MANAGER
NAM FUNG DEVELOPMENT LTD.

PROJECT ARCHITECT
WONG INTERNATIONAL LTD.

DESIGN ARCHITECT
FOSTER + PARTNERS

STRUCTURAL ENGINEERS
AECOM (STRUCT)

QUANTITY SURVEYORS
RIDER LEVETT BUCKNALL

M/E ENGINEERS
P&T (M&E) LTD.

DESCRIPTION	DATE	NO.
DD RE-SUBMISSION	20.09.2009	1
DD APPROVAL	19.04.2009	2
DD APPROVAL	19.04.2009	3
DD APPROVAL	02.03.2011	4
DD APPROVAL	17.05.2011	5

DRAWING TITLE
**TOWER 7
G/F & 1/F PLAN
(PREV. TOWER 1)**

NUMBER
187s005

REVISION
D

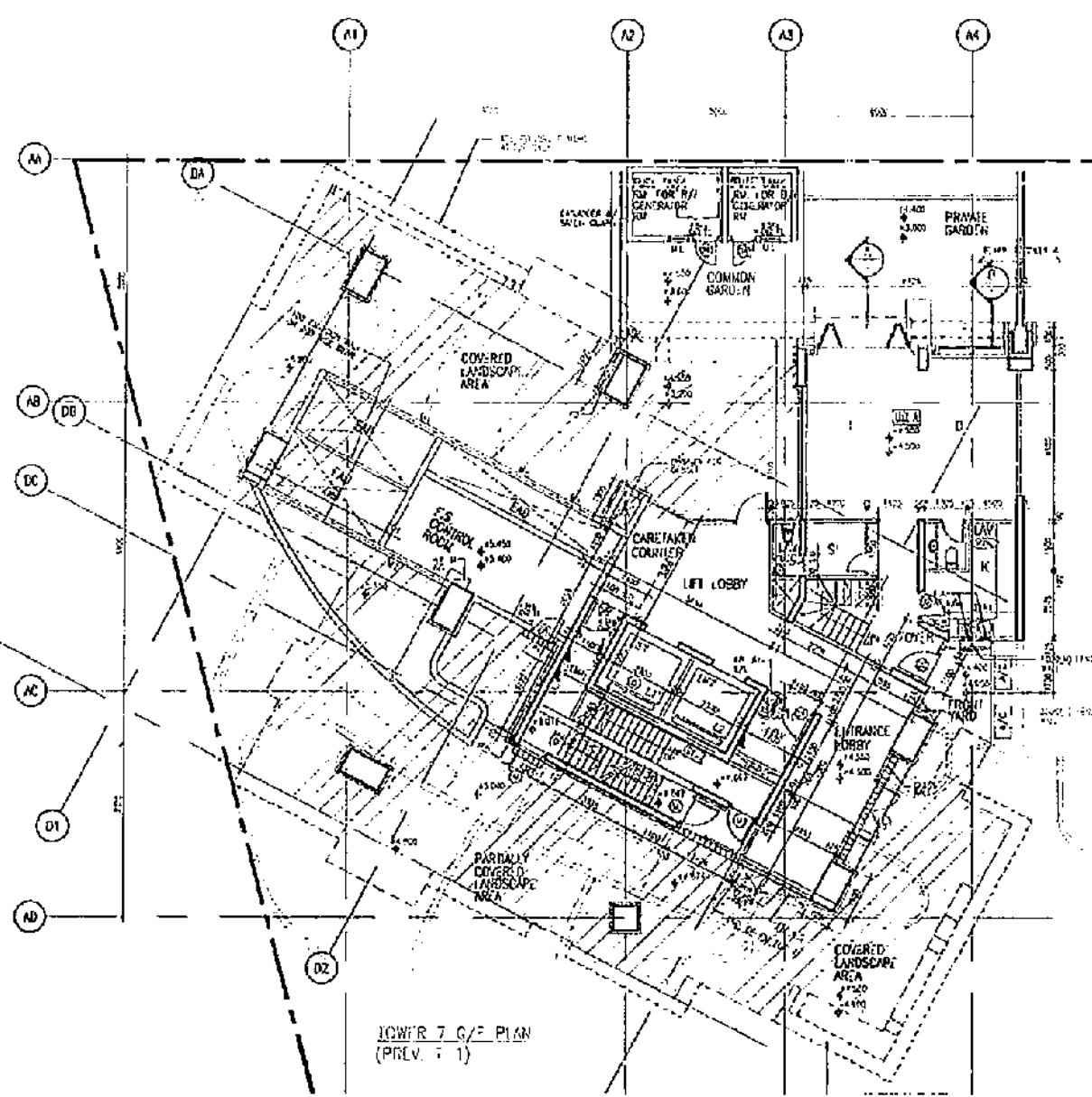
DATE
31.05.2011

SCALE
1:100 @ A1

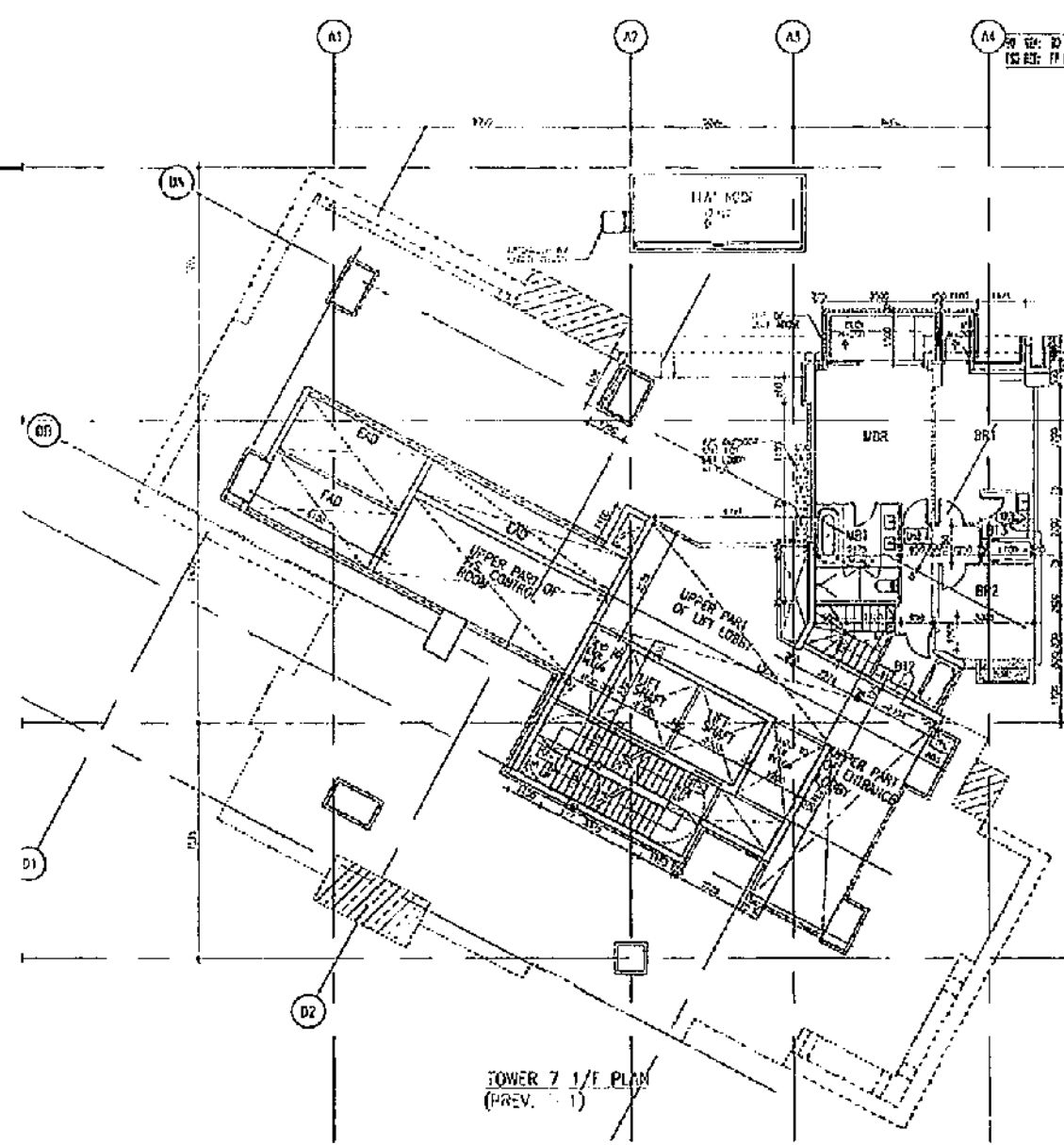
FILE PATH
Y:\2010\DRAWINGS\GBPH187s005.dwg

AUTOCAD 2010

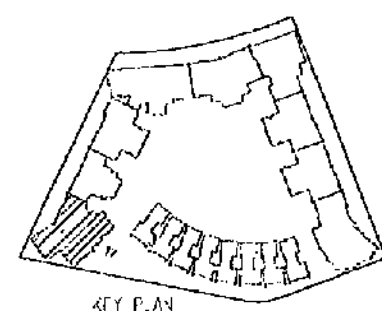
WONG INTERNATIONAL LIMITED



TOWER 7 G/F PLAN
(PREV. TOWER 1)



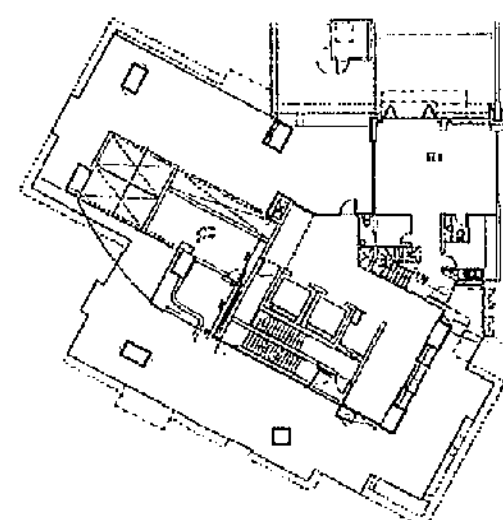
TOWER 7 1/F PLAN
(PREV. TOWER 1)



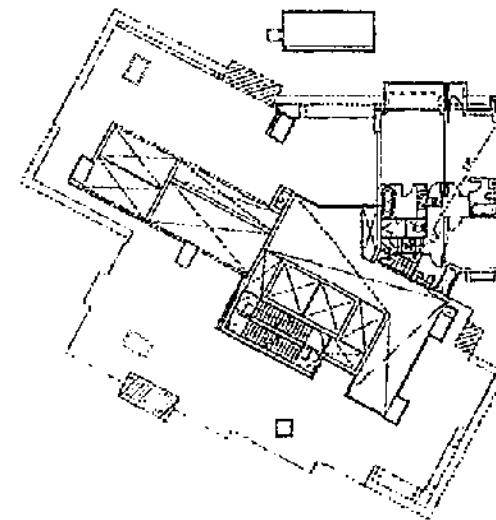
SITE PLAN

LEGEND:
1. PROPOSED COURTYARD
2. PROPOSED GARDEN
3. PROPOSED LANDSCAPE AREA

NO.	REVISION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	19.04.2009	WONG	WONG
2	ISSUED FOR PERMIT	19.04.2009	WONG	WONG
3	ISSUED FOR PERMIT	19.04.2009	WONG	WONG
4	ISSUED FOR PERMIT	02.03.2011	WONG	WONG
5	ISSUED FOR PERMIT	17.05.2011	WONG	WONG

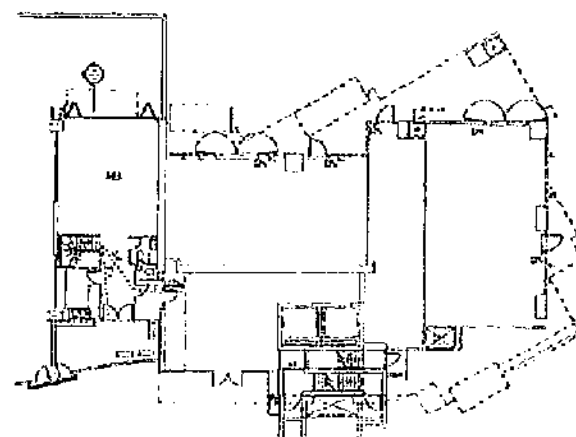


TOWER 7 ESCAPE ROUTE (PREV. TOWER 1)
(FOR G/F) DIAGRAM

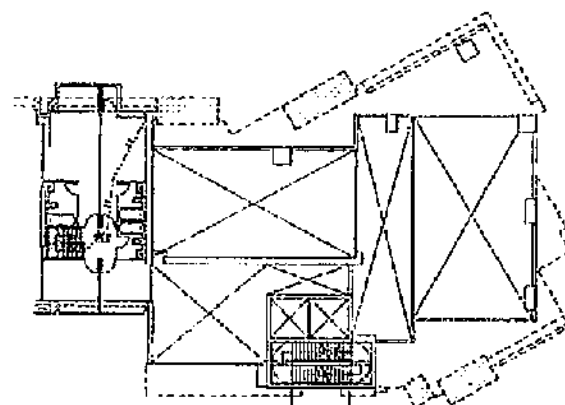


TOWER 7 ESCAPE ROUTE (PREV. TOWER 1)
(FOR 1/F) DIAGRAM

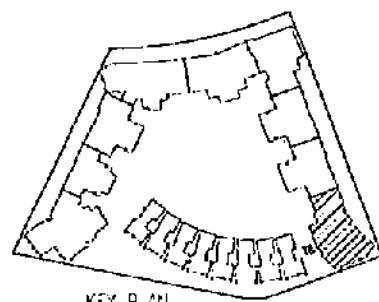
BO SUBMISSION



TOWER 5 ESCAPE ROUTE (PREV. T-10)
(FOR G/F) DIAGRAM 1-223



TOWER 8 ESCAPE ROUTE (PREV. T-10)
(FOR 1/F) DIAGRAM 1-224
W.C. A
(DIRECT ESCAPE)
28-23-13+17403+18-3+222-174 (CL 30)

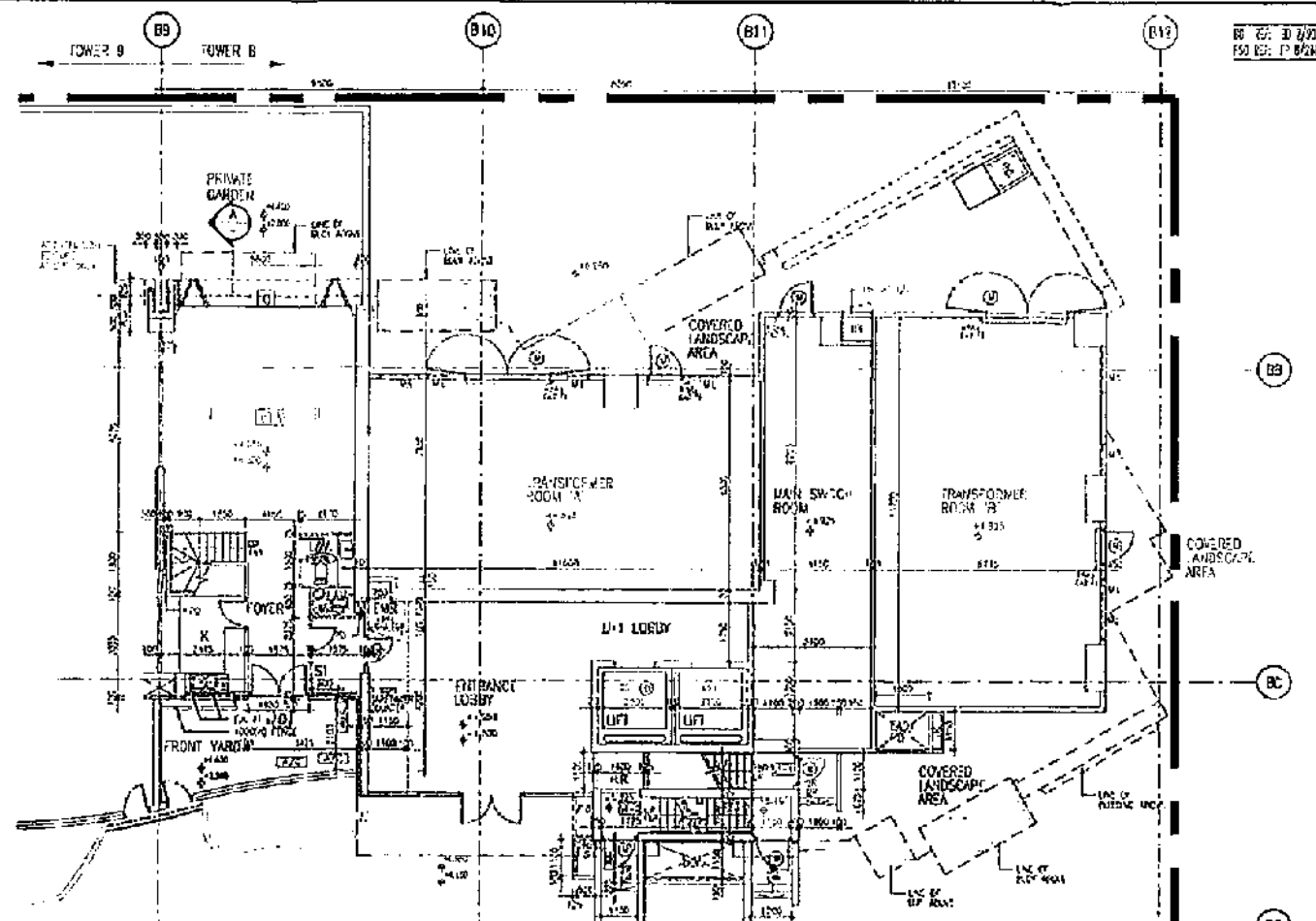


KEY PLAN

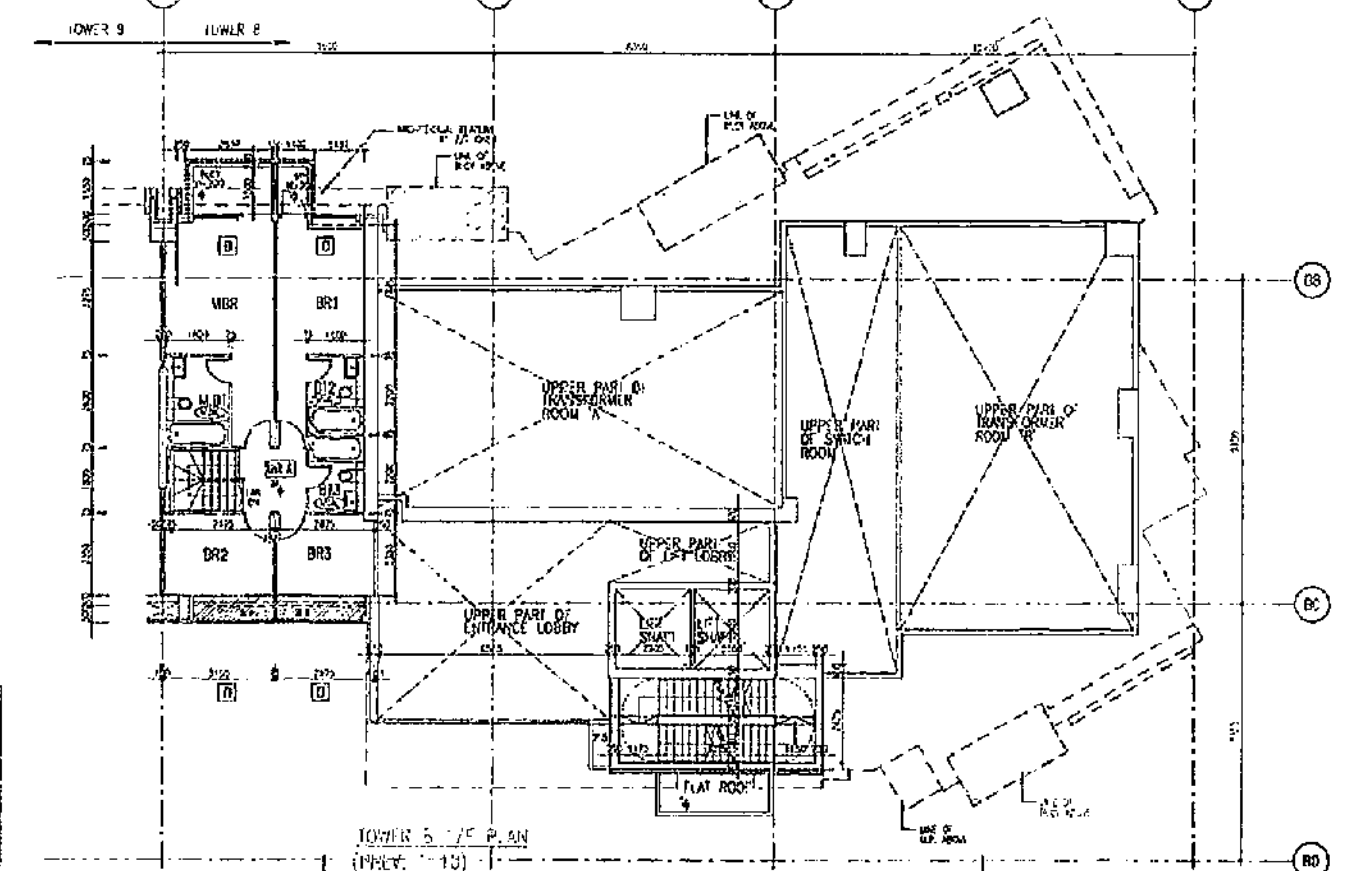
LEGEND:
 [Symbol] BALCONY
 [Symbol] STAIRS
 [Symbol] STAIRS
 [Symbol] STAIRS

NOTES:
 1. ALL ROOMS ARE 2.4M X 2.4M X 2.4M
 2. ALL ROOMS ARE 2.4M X 2.4M X 2.4M
 3. ALL ROOMS ARE 2.4M X 2.4M X 2.4M
 4. ALL ROOMS ARE 2.4M X 2.4M X 2.4M

NO.	REVISION	DATE
1	ISSUED FOR TENDER	08.03.2011
2	ISSUED FOR TENDER	08.03.2011
3	ISSUED FOR TENDER	08.03.2011
4	ISSUED FOR TENDER	08.03.2011
5	ISSUED FOR TENDER	08.03.2011
6	ISSUED FOR TENDER	08.03.2011
7	ISSUED FOR TENDER	08.03.2011
8	ISSUED FOR TENDER	08.03.2011
9	ISSUED FOR TENDER	08.03.2011
10	ISSUED FOR TENDER	08.03.2011



TOWER 8 G/F PLAN
(PREV. 1-10)



TOWER 5 1/F PLAN
(PREV. 1-10)

TPTL 187

RESIDENTIAL DEVELOPMENT

CLIENT: CENTURY RISE LTD.
 PROJECT MANAGER: NAN FUNG DEVELOPMENT LTD.
 PROJECT ARCHITECT: WONG INTERNATIONAL LTD.
 DESIGN AND ARCHITECT: FOSTER + PARTNERS
 STRUCTURAL ENGINEER: AECOM (STRUCT)
 QUANTITY SURVEYOR: RIDER LEVETT BUCKNALL
 MECHANICAL ENGINEER: P&T (M&E) LTD.

DESCRIPTION	DATE	NO.
PRELIMINARY DESIGN	20.09.2008	1
REVISED DESIGN	08.01.2009	2
REVISED DESIGN	15.01.2010	3
REVISED DESIGN	02.03.2011	4
REVISED DESIGN	21.03.2011	5

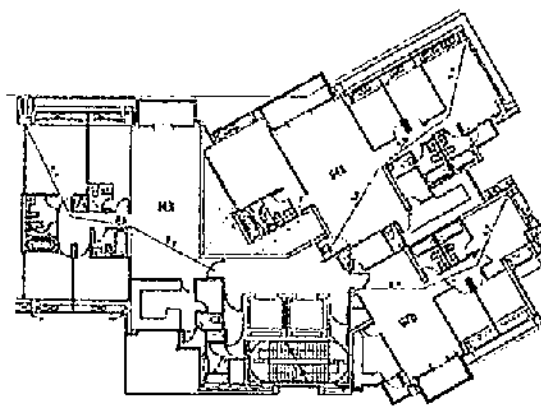
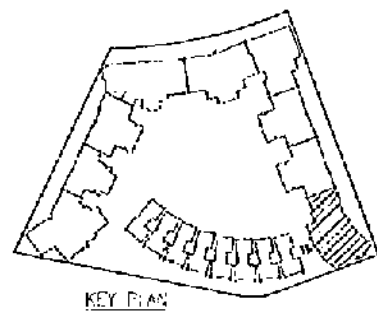
PROJECT TITLE: TOWER 8 G/F & 1/F PLAN (PREV. TOWER 10)

PROJECT NO: 187s017

REVISION: 0
 DATE: 08.03.2011
 SCALE: 1:100 @ A1
 PROJECT: YONGE/DRAMMIS/300
 AUTHORIZED PERSON: [Signature]

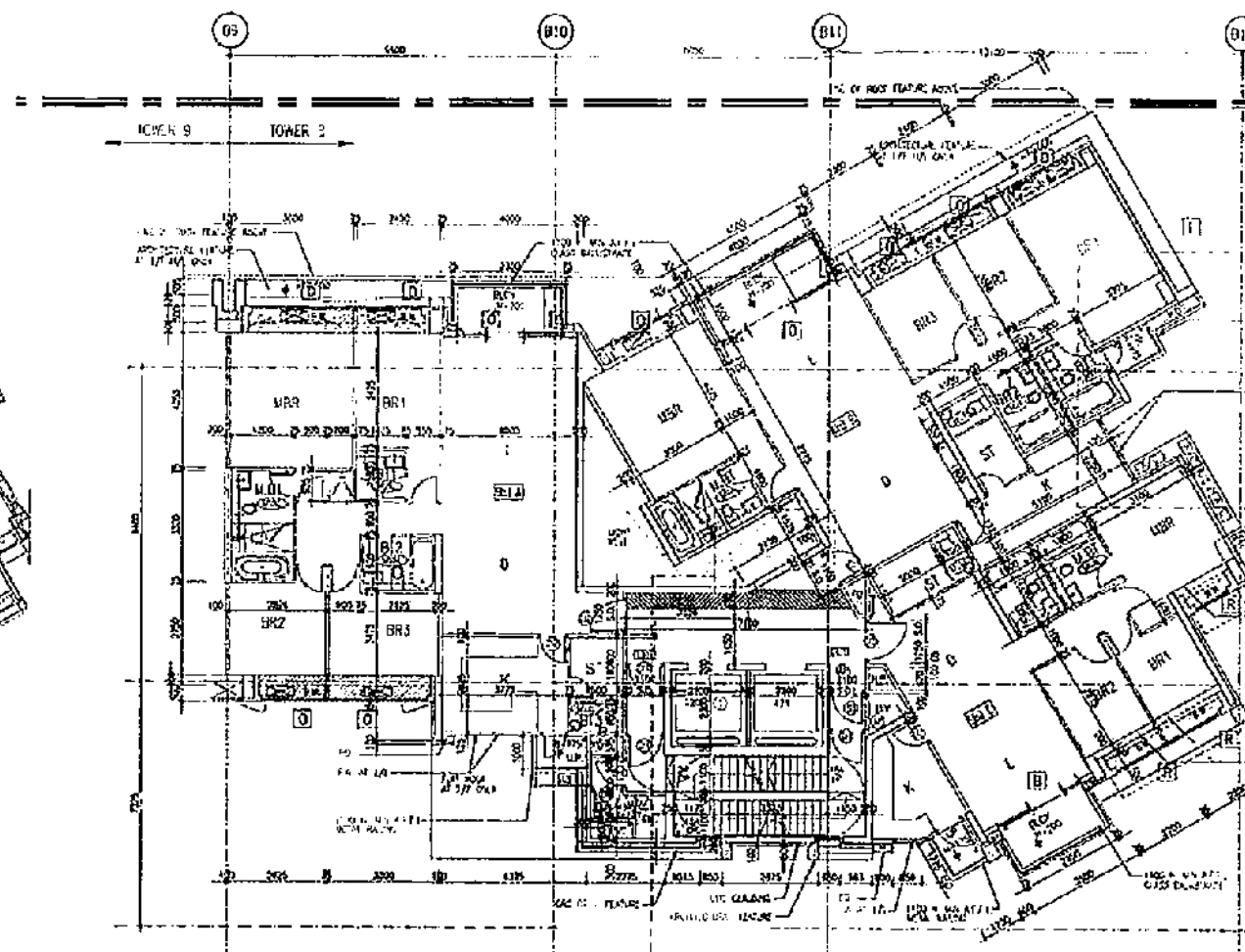
WONG INTERNATIONAL LIMITED
 11, WING LEE STREET, HONG KONG
 黃國興建築設計(國際)有限公司

APPROVED: [Signature]
 CHECKED: [Signature]
 DRAWN: [Signature]
 SUBMISSION: [Signature]



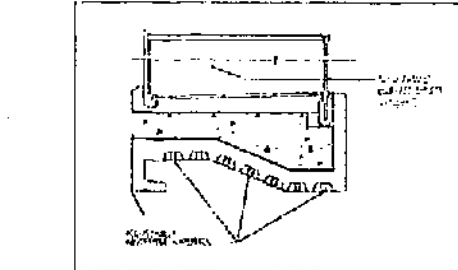
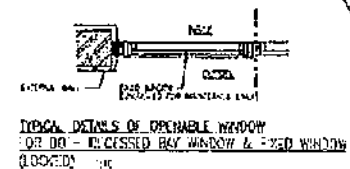
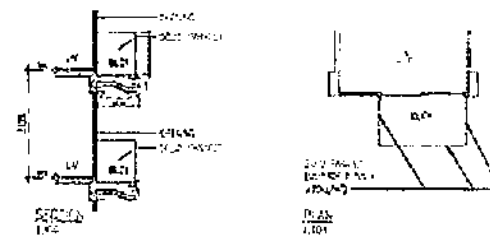
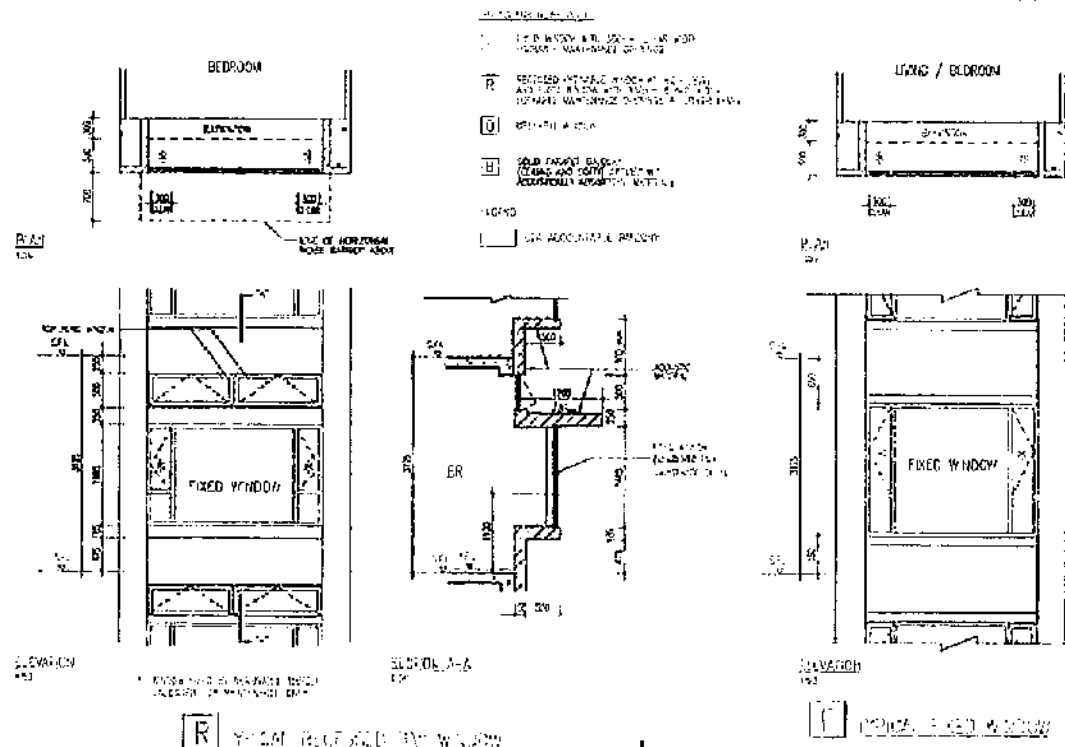
TOWER 8 ESCAPE ROUTE (PREV. T-10)
(FOR 2F-9/F, 4/F OMITTED) DIAGRAM

UNIT A
(FLOOR 2-9)
(FLOOR 4/F OMITTED)
(FLOOR 10/F OMITTED)

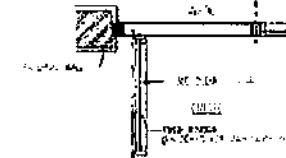


TOWER 8 TYPICAL FLOOR PLAN (PREV. T-10)
(2/F-9/F, 4/F OMITTED)

TYPICAL DETAILS FOR NOISE MITIGATION MEASURES



TYPICAL SECTION OF CEILING AND SOLID BUILDING ACoustically ABSORBING MATERIALS
(FOR HANGING S.W. COVERS ABOVE BALCONY)



TYPICAL DETAILS OF OPERABLE WINDOW OR DE-CEASED BAY WINDOW & FIXED WINDOW
(FOR HANGING S.W. COVERS ABOVE BALCONY)

6/10/2010
10/10/2010

NO.	REVISION	DATE
1	ISSUED FOR TENDER	10/10/2010
2	REVISED	10/10/2010
3	REVISED	10/10/2010
4	REVISED	10/10/2010
5	REVISED	10/10/2010
6	REVISED	10/10/2010
7	REVISED	10/10/2010
8	REVISED	10/10/2010
9	REVISED	10/10/2010
10	REVISED	10/10/2010

TPTL 187

RESIDENTIAL DEVELOPMENT

CLIENT
CENTURY RISE LTD.

PROJECT MANAGER
NAN FUNG DEVELOPMENT LTD.

PROJECT ARCHITECT
WONG INTERNATIONAL LTD.

STRUCTURAL ENGINEER
FOSTER + PARTNERS

MECHANICAL ENGINEER
AECOM (STRUCT)

ELECTRICAL ENGINEER
RIDER LEVETT BUCKNALL

PLUMBING ENGINEER
F&T (MSE) LTD.

DESCRIPTION	DATE	NO.
1/10/2010	10/10/2010	1
2/10/2010	10/10/2010	2
3/10/2010	10/10/2010	3
4/10/2010	10/10/2010	4
5/10/2010	10/10/2010	5
6/10/2010	10/10/2010	6
7/10/2010	10/10/2010	7
8/10/2010	10/10/2010	8
9/10/2010	10/10/2010	9
10/10/2010	10/10/2010	10

TOWER 8 TYPICAL FLOOR PLAN (PREV. TOWER 10)

187s018

REVISION
DATE
31.05.2011
SCALE
1:100@A1
PROJECT
YTO23/DRAWINGS/GBH
ATTACHED TO TOWER 8

WONG INTERNATIONAL LIMITED
10/10/2010

BD SUBMISSION
DC
FHM

TPTL 187 RESIDENTIAL DEVELOPMENT

CLIENT
CENTURY RISE LTD.

PROJECT MANAGER
NAN FUNG DEVELOPMENT LTD.

PROJECT ARCHITECT
WCWP INTERNATIONAL LTD.

DESIGN ARCHITECT
FOSTER + PARTNERS

STRUCTURAL ENGINEERS
AECOM (STRUCT)

QUANTITY SURVEYORS
RIDER LEVETT BUCKNALL

MECHANICAL ENGINEERS
P&T (M&E) LTD.

DESCRIPTION	DATE	NO.
REV. 1: SUBMISSION	20.01.2013	1
REV. 2: AMENDMENT	15.01.2010	2
REV. 3: AMENDMENT	02.01.2011	3
REV. 4: AMENDMENT	21.01.2011	4

OVERALL FILE
TOWER 8
10/F, R/F & UR/F
PLAN
(PREV. TOWER 10)

NUMBER
187s018-1

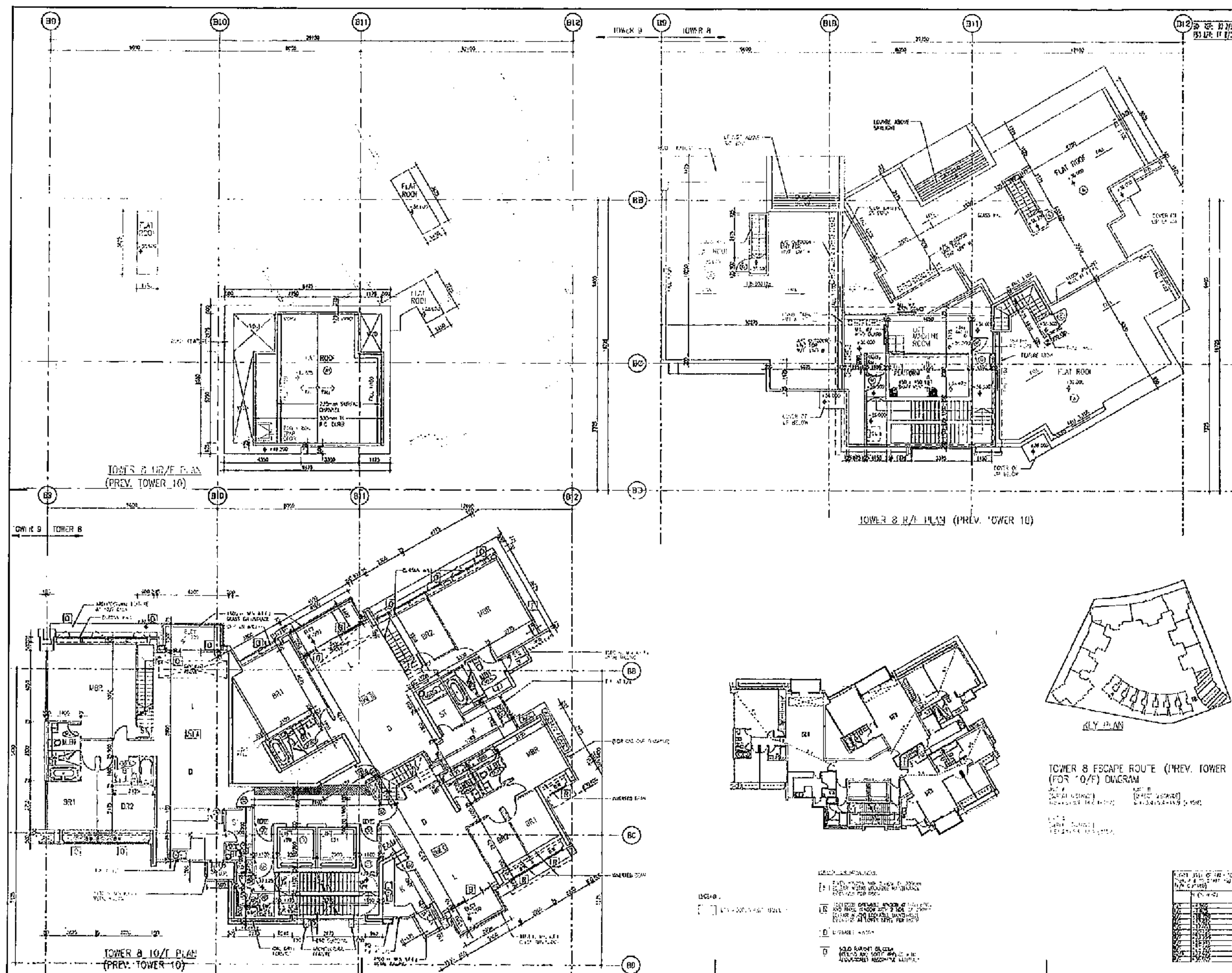
REVISION
C
DATE
31.05.2011

SCALE
1:100 @ A1

DESIGNER
Y7023/DRAWINGS/3BP
AUTORIZED PERSON

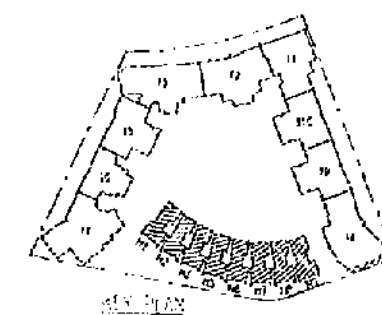
DRAWN
CHECKED
PMT
MAY

WCWP INTERNATIONAL LIMITED
香港國際建築師事務所有限公司



M & E ENGINEERS
P&T (M&E) LTD.

WWW INTERNATIONAL LIMITED
 Head Office: www.intltd.com
 Tel: 00852 2428 8888 Fax: 00852 2428 8889
 E-mail: www@intltd.com

[illegible]

TPTL 187 RESIDENTIAL DEVELOPMENT

CLIENT
CENTURY RISE LTD.

PROJECT MANAGER
NAN FUNG DEVELOPMENT LTD.

PROJECT ARCHITECT
VICWP INTERNATIONAL LTD.

DESIGN ARCHITECT
FOSTER + PARTNERS

STRUCTURAL ENGINEERS
AECOM (STRUCT)

QUANTITY SURVEYORS
RIDER LEVETT BUCKNALL

MECHANICAL ENGINEERS
P&T (M&E) LTD.

DESCRIPTION	DATE	BY
RD RE-SUBMIT	30.03.2008	
RD AMENDMENT	29.04.2009	A
RD AMENDMENT	15.01.2010	B
RD AMENDMENT	03.03.2011	C
RD AMENDMENT	31.03.2011	D

DRAWING TITLE
**HOUSE 1-9
ELEVATION &
TYPICAL DETAILS**

NUMBER
187s020

REASON
U

DATE
31.05.2011

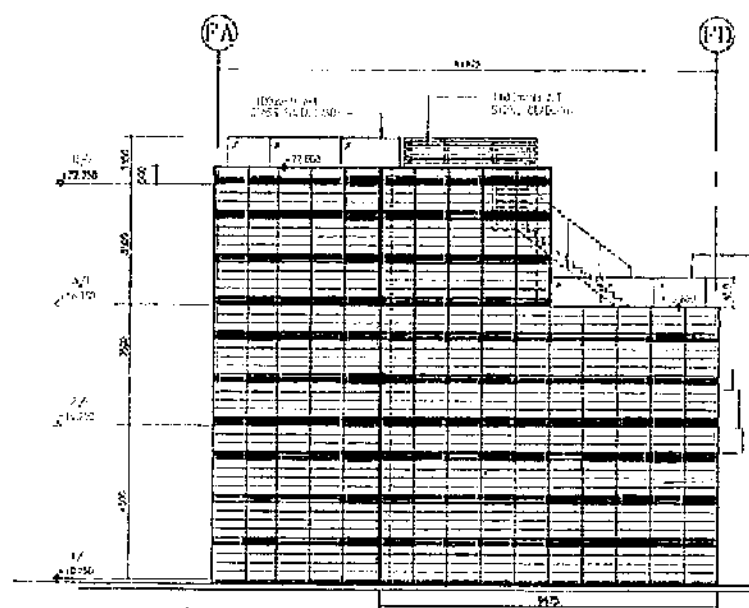
SCALE
1:100@A1

PREPARED
VICWP/RAWINGS/GBW

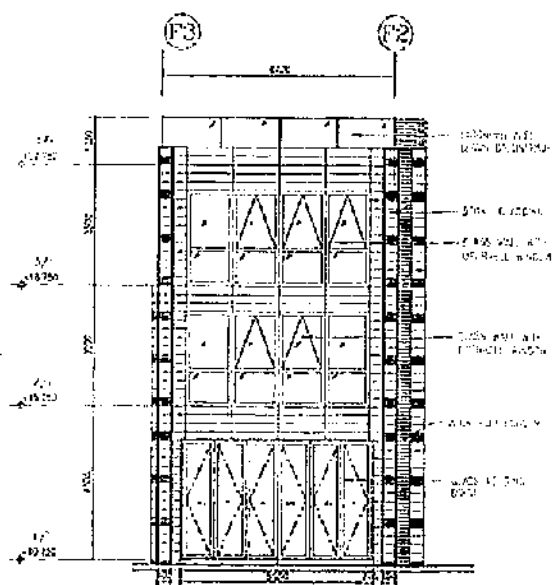
AUTHORIZED PERSON

VICWP INTERNATIONAL LIMITED
CENTRAL HONG KONG
香港中環德輔道中111號11樓

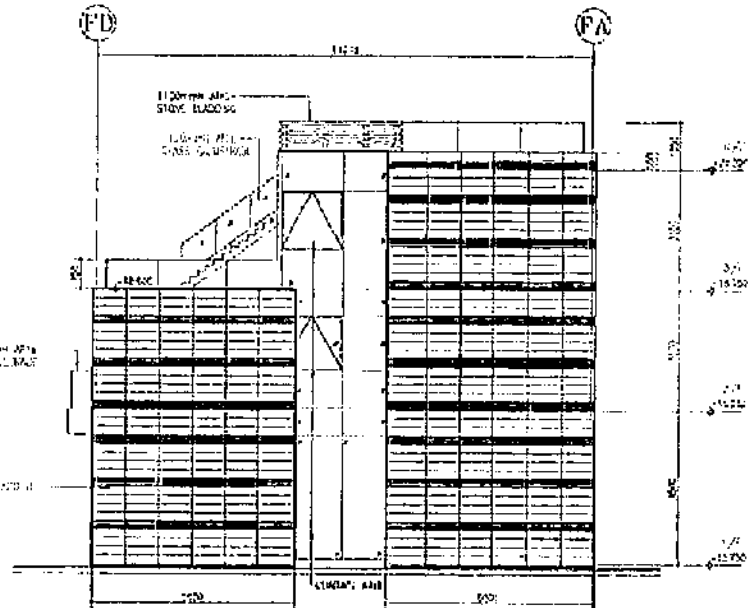
NOISS/MBTS DB
DO
JAH
HAW



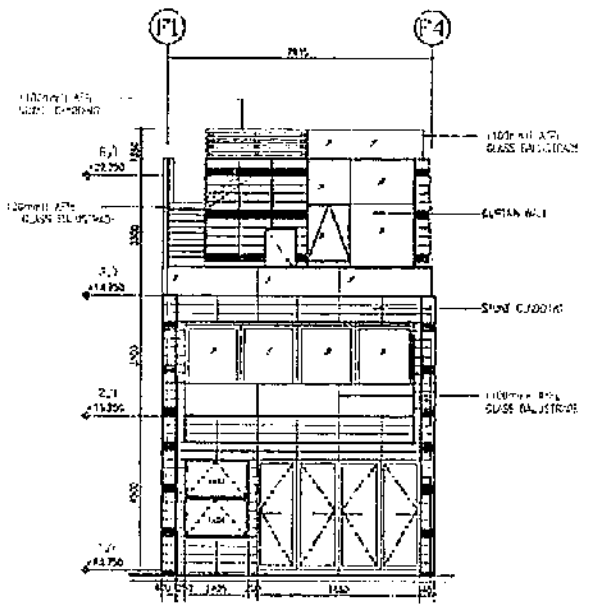
ELEVATION A



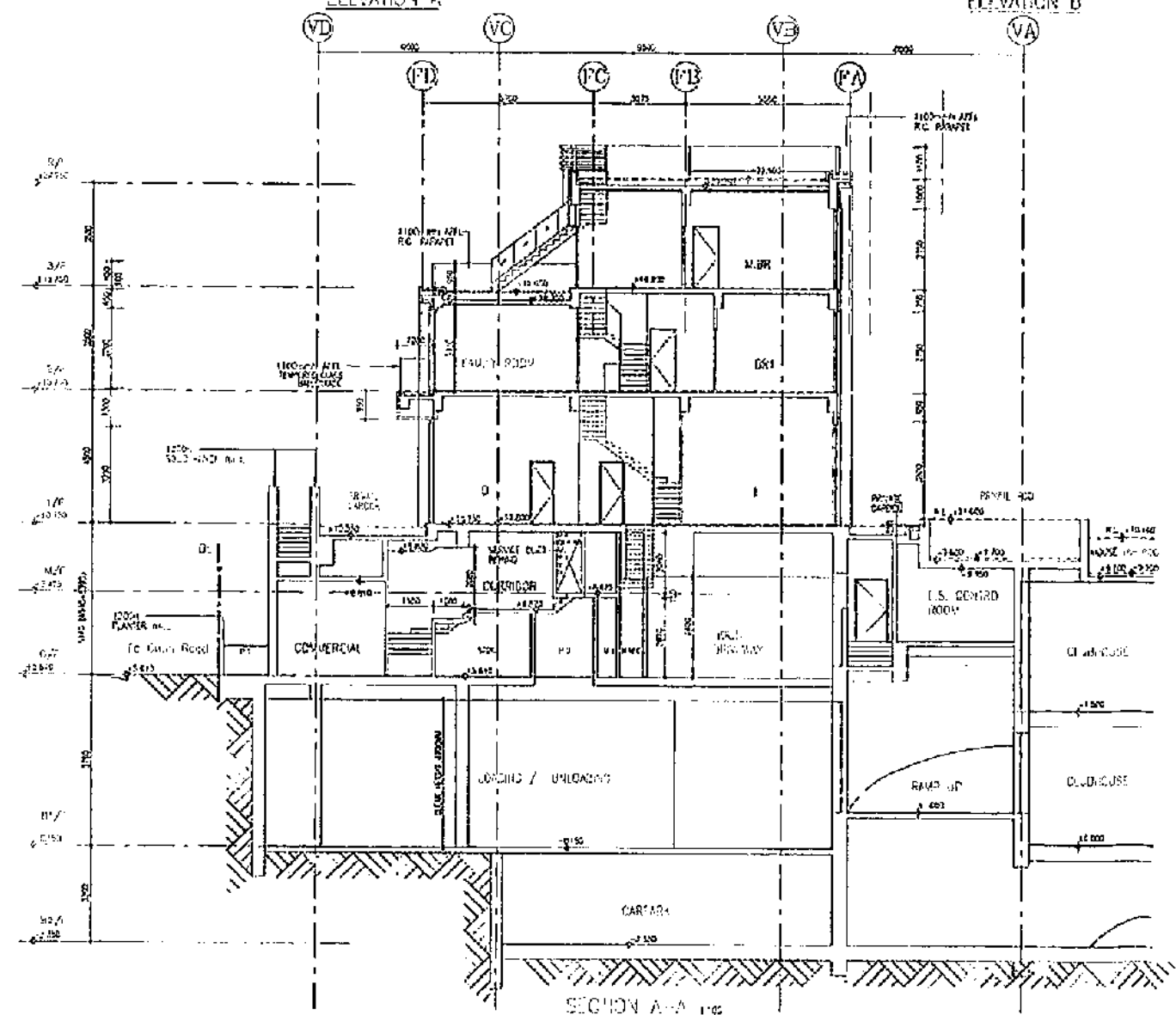
ELEVATION B



ELEVATION C



ELEVATION D



SECTION A-A

Appendix J:
Draft Revised Undertaking Letter for TPTL187

尚賢有限公司
CENTURY RISE LIMITED

C/O 香港中區畢打街3號中區大廈9樓
9TH FLOOR CENTRAL BUILDING 3 BEDFORD STREET CENTRAL HONG KONG
Telephone : 2521 7417 - Fax : 2596 0005

Our Ref: 157/CRI/DC/EPD/A100223/24

27 Jun 2011

Environmental Protection Department
46/F Revenue Tower,
5 Gloucester Road,
Wan Chai, Hong Kong.

By Hand

Attn: Mr. C. W. Tse [Assistant Director (Environmental Assessment)]

Dear Sir,

Re: Undertaking for Implementation of Noise Mitigation Measures Proposed in NIA Report
TPTL No. 187, Pak Shek Kok Reclamation Phase I, Site A, Tai Po, N.T., Hong Kong

We, Century Rise Limited, being the owner of the captioned site, hereby undertake the followings for implementation of the proposed noise mitigation measures as shown in the Noise Impact Assessment Report (the "NIAR") ref: R0184_V9.0 dated Jun 2011 submitted to your office for approval by Environ Hong Kong Limited:-

1. All the noise mitigation measures proposed in the NIAR shall be incorporated into the General Building Plans for the approval by the Building Authority.
2. To appoint an independent Authorized Person ("AP") to certify and inform the Director of Lands that all noise mitigation measures identified in the "Schedule of Noise Mitigation Measures and Plans" (the "Schedule") of the approved NIAR are duly implemented before completion of the development ("Completion").
3. To be responsible for implementation and modification/ rectification of all deviations from the noise mitigation measures identified in the Schedule before Completion, and be responsible for all the associated costs.
4. To allow occupation of TPTL No. 187 only after completion of the building structure of residential towers of TPTL Nos. 186 & 188.
5. To agree that EPD could disclose the content of the NIAR and this undertaking in future when required.
6. All the noise mitigation measures proposed in the NIAR shall be designated as Noise Mitigation Measures ("NMM") in the Deed of Mutual Covenant ("DMC") with details and the locations clearly indicated. Such DMC should contain binding and enforceable conditions for the control, operation, financial support and maintenance for such measures.
7. In the case when changes to the building plans or noise mitigation measures in the Schedule are required, we will seek prior agreement with the Environmental Protection Department ("EPD") and propose alternative measures with equivalent noise mitigation performance. The AP will then check and certify implementation of these measures accordingly before Completion.

Yours faithfully,
for and on behalf of
CENTURY RISE LIMITED

Donald Choi
Project Director
DC/KKC/AM

