

DATED 24<sup>th</sup> day of December 2014

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**URBAN RENEWAL AUTHORITY**

and

and

**WISE LINK MANAGEMENT LIMITED**

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**DEED OF MUTUAL COVENANT  
AND MANAGEMENT AGREEMENT**

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**THIS DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT** is made the 24<sup>th</sup> day of December Two thousand and fourteen

BETWEEN :-

- (1) **URBAN RENEWAL AUTHORITY**, a body corporate established under and by virtue of the Urban Renewal Authority Ordinance (Cap.563 of the Laws of Hong Kong) whose office is situate at 26<sup>th</sup> Floor, COSCO Tower, 183 Queen's Road Central, Hong Kong (hereinafter called "the First Owner" which expression shall where the context so admits include its successors and assigns) of the first part;
- (2) \_\_\_\_\_ ( \_\_\_\_\_ ) of \_\_\_\_\_, The Avenue, No.33 Tai Yuen Street, Hong Kong (hereinafter called "the Second Owner" which expression shall where the context so admits include its successors and assigns or his executors, administrators and assigns or such survivor of his or her or their assigns) of the second part; and
- (3) **WISE LINK MANAGEMENT LIMITED** (永隆管理有限公司) whose registered office is situate at 12<sup>th</sup> Floor, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong (hereinafter called "the Management Company") of the third part.

WHEREAS :-

- (1) (a) In this Deed the following expressions, except where the context otherwise requires, have the following meanings :-

<b>"Approved Plans"</b>	The building plans for the development of the Lot and/or any amendment thereto duly approved by the Building Authority under reference number BD3030/06(HU)(P) and BD22-3/3086/10(HU)(P) .
<b>"Auditor" or "auditor"</b>	A certified public accountant firm in Hong Kong.
<b>"Authorized Person"</b>	Dr. Ronald Lu of Ronald Lu & Partners (Hong Kong) Limited of 33 <sup>rd</sup> Floor, Wu Chung House, 213 Queen's Road East, Wanchai, Hong Kong, and this expression shall include any other authorized person or persons as defined in Section 2(1) of the Buildings Ordinance for the time being appointed by the First Owner in his place.
<b>"Brown Areas"</b>	The areas as shown coloured brown on Plan I to the Government Grant in respect of which certain rights of way are granted pursuant to Special Condition No.(10)(a) of the Government Grant.

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### Clause No.

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<b>“Capital Expenditure”</b>	Expenditure of a capital nature or of a kind not expected to be incurred annually.
<b>“Commercial Accommodation”</b>	<p>Those parts of the Estate erected on Site A for commercial use in accordance with the Approved Plans and ancillary purposes comprising :-</p> <ul style="list-style-type: none"> <li>(a) Historical Buildings;</li> <li>(b) Turnaround and Lay-by Area;</li> <li>(c) Pavement;</li> <li>(d) Pink Hatched Black Area;</li> <li>(e) Public Open Space;</li> <li>(f) Commercial Car Park Areas;</li> <li>(g) the lay-by provided or to be provided within the Turnaround and Lay-by Area;</li> <li>(h) part of the Pink Cross Hatched Black Areas;</li> <li>(i) Future MTR Subway Associated Structures;</li> <li>(j) Proposed Subway Connections;</li> <li>(k) shopping arcade,</li> </ul> <p>and other areas for commercial use and including internal walls, floor slabs and roof slabs of such parts of the Estate (whether such walls and slabs are load bearing or structural or not) and those parts of the External Walls of the Estate (as for the purpose of identification only shown and coloured red on the elevation plans (certified as to their accuracy by the Authorized Person) hereto annexed) but excluding any areas forming parts of the Items. The Commercial Accommodation are for the purpose of identification only shown and coloured red, red hatched black, red cross-hatched black and red stippled black on the plans (certified as to their accuracy by the Authorized Person) hereto annexed.</p>
<b>“Commercial Car Park Areas”</b>	<p>The car park areas located at Basement 2 Floor and Basement 3 Floor on Site A comprising the car parking spaces provided pursuant to Special Condition No.(48)(b)(i)(II) of the Government Grant (“Commercial Carparking Spaces”) (which are shown on the (Site A) Basement 3 Floor Plan and the (Site A) Basement 2 Floor Plan (both certified as to their accuracy by the Authorized Person) annexed hereto and thereon coloured red cross-hatched black for the purpose of identification only) and their layout are indicated on the approved layout plan referred to in Special Condition No.(54) of the Government Grant, the commercial motor cycle parking space(s) provided pursuant to Special Condition No.(48)(d)(i)(III) of the Government Grant and their layout are indicated on the approved layout plan referred to in Special Condition No.(54) of the Government Grant, driveways, ramps and spaces for the use and enjoyment of such car parking spaces and the commercial motor cycle parking spaces provided as above mentioned.</p>



<b>“Common Areas”</b>	The Estate Common Areas, the Residential Car Park Common Areas and the Residential Common Areas.
<b>“Common Facilities”</b>	The Estate Common Facilities, the Residential Car Park Common Facilities and the Residential Common Facilities.
<b>“Estate”</b>	The whole of the development on and/or in the Lot known as “THE AVENUE ( 薈 滙 )” comprising Commercial Accommodation, Residential Car Parks on Basement 5 Floor on Site A, three towers of Residential Units on Site A, one tower of Residential Units on Site B, Site B Commercial Area, Government Accommodation, the Common Areas and the Common Facilities including the Recreational Areas on 2 <sup>nd</sup> to 5 <sup>th</sup> Floors on Site A and on 5 <sup>th</sup> Floor on Site B.
<b>“Estate Common Areas”</b>	<p>The whole of the Lot and the Estate which are not otherwise specifically assigned to or for the exclusive use of an Owner and are designed or intended for common use and benefit of the Owners (which do not form part of the Units, Residential Car Park Common Areas or Residential Common Areas) and shall include but not limited to :-</p> <ul style="list-style-type: none"> <li>(a) part of the Pink Cross Hatched Black Areas;</li> <li>(b) such part of the Slope and Retaining Structures (if any) within the Lot;</li> <li>(c) caretaker’s quarter, owners’ committee office, emergency generator rooms, loading and unloading areas, management offices, fire service control room, refuse storage and material recovery chamber, refuse storage and material recovery room, lift shafts, lift pits, lift lobbies, corridors, staircases, flat roofs (which do not form part of the Units and the Residential Common Areas), switch rooms, pipe and/or cable ducts (which do not form part of the Units and the Residential Common Areas), water pump rooms, water tank rooms, plant rooms, meter rooms, transformer rooms, high-voltage switch rooms, fuel tank room, extra-low voltage electrical rooms, electrical rooms, staircase pressurization fan rooms, smoke extraction fan rooms, fan rooms, pavements, ramps, driveways, passages in the Estate, telecommunications and broadcasting (TBE) rooms and areas for installation or use of aerial broadcast distribution facilities and telecommunications network facilities;</li> <li>(d) the lay-by and taxi stand provided or to be provided for the picking up and setting down of passengers from motor vehicles (including taxis) pursuant to Special Condition No.(49)(a)(iii) of the Government Grant;</li> <li>(e) the loading and unloading spaces;</li> <li>(f) the External Walls of the building on Site B from</li> </ul>

Ground Floor level to 3rd Floor level;

(g) such areas forming parts of the Items;  
and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Estate designed or intended for common use and benefit of the Owners and not otherwise specifically assigned to or for the exclusive use of an Owner (which do not form part of the Units, Residential Car Park Common Areas or Residential Common Areas). The Estate Common Areas are for the purpose of identification shown and coloured green on the plans (certified as to their accuracy by the Authorized Person) hereto annexed.

**“Estate Common Facilities”**

- (a) Such of the surface channel with cover, drains, pipes, gutters, wells (if any), sewers, wires and cables, aerial broadcast distribution facilities, telecommunications network facilities, electrical and mechanical installation servicing the Estate Common Areas and other services facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Lot and the Estate through which water, sewage, gas, electricity and any other services are supplied to the Lot and the Estate or any part or parts thereof;
- (b) Lighting facilities including lamp posts, façade lighting within the Estate which are for the use and benefit of the Lot and the Estate and not for the use or benefit of a particular Unit;
- (c) Fire prevention and fire fighting installations and equipment within the Estate which are for the use and benefit of the Lot and the Estate and not for the use or benefit of a particular Unit;
- (d) Security system installations and equipment;
- (e) Lift installations and equipment;
- (f) Such facilities and systems forming parts of the Items;

and other facilities and systems for the common use and benefit of the Lot and the Estate and not for the use or benefit of a particular Unit exclusively.

For avoidance of doubt, the term “Estate Common Facilities” shall not include those facilities, equipment and other like structures forming part of the Residential Car Park Common

Facilities or the Residential Common Facilities.

**“Estate Rules”**

The rules and regulations for the time being regulating the use, occupation and maintenance of the Lot and/or the Estate or any particular part thereof and any of the buildings, structures, facilities, services or amenities thereof and the conduct of persons occupying using or visiting the same formulated pursuant to Clause (3:02:04) of this Deed.

**“External Walls”**

The external walls of the Estate or any part thereof including but not limited to curtain walls, architectural features, parapet walls (other than those between Units), and the windows and window frames of the Common Areas but excluding the internal surface of the concrete walls facing the Units, the glass and metal parapets/balustrade/fences of the Non-enclosed Area and flat roofs pertaining to the respective Units or their replacement, the windows, window frames and sealant around window frames of the Units. For the avoidance of doubt, the openable windows do not form parts of curtain walls.

**“Fire Safety Management Plan”**

The fire safety management plan and measures relating to Residential Units with Open Kitchen required to be implemented by the Buildings Department and/or other relevant authorities and set out in the Sixth Schedule hereto and any addition or variation thereto from time to time in accordance with the relevant requirements of the Buildings Department, the Fire Services Department or any other relevant Government authorities.

**“F.S.I.”**

The Financial Secretary Incorporated a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance Cap. 1015 of the Laws of Hong Kong, any regulations made thereunder and any amending legislation and the expression “F.S.I.” shall mean F.S.I. in its capacity as the Owner of the Government Accommodation and if the context so permits the successors and assigns of F.S.I. as Owner of the Government Accommodation.

**“Future MTR Subway”**

The subway to be constructed leading to the Wan Chai MTR Station as referred to in Special Condition No.(47)(a) of the Government Grant.

**“Future MTR Subway Associated Structures”**

Such structural supports and connections together with such escalators, lifts, stairway as may be required by the Director of Lands, to be provided and constructed in accordance with Special Condition No.(47)(a) of the Government Grant.

**“Government  
Accommodation”**

The same meaning as defined in Special Condition No.(18)(a) of the Government Grant comprising a residential care home for the elderly cum a community support service centre within Site B (“the RCHE cum CSSC”) (as defined in Special Condition No.(18)(a)(i) of the Government Grant and is shown for the purpose of identification only on the plans (certified as to their accuracy by the Authorized Person) annexed hereto and thereon coloured grey), one parking space within Site B serving exclusively the RCHE cum CSSC (“the RCHE Parking Space”) (as defined in Special Condition No.(18)(a)(ii) of the Government Grant and is shown for the purpose of identification only on the plans (certified as to their accuracy by the Authorized Person) annexed hereto and thereon coloured grey cross-hatched black , a refuse collection point within Site B (“the Refuse Collection Point”) (as defined in Special Condition No.(18)(a)(iii) of the Government Grant and is shown for the purpose of identification only on the plans (certified as to their accuracy by the Authorized Person) annexed hereto and thereon coloured grey stippled black) and a public toilet within Site A (“the Public Toilet”) (as defined in Special Condition No.(18)(a)(iv) of the Government Grant and is shown for the purpose of identification only on the plans (certified as to their accuracy by the Authorized Person) annexed hereto and thereon coloured grey hatched black), which Government Accommodation shall include all other areas, facilities, services and installations exclusive thereto as the Director of Lands may in his absolute discretion determine (whose determination shall be conclusive and binding upon all Owners).

**“Government  
Accommodation  
Maintenance Expenses”**

(i) All costs and expenses incurred by the Manager in maintaining, at the request of the Owner of the Government Accommodation, the services, facilities and installations serving exclusively the Government Accommodation under Clause (3:02:01(aw)) hereof; (ii) the management and maintenance charges payable by F.S.I. under Clause (d) of the Seventh Schedule hereto; and (iii) the capital expenditure payable by F.S.I. under Clause (g)(ii) of the Seventh Schedule hereto.

**“Government Grant”**

The Conditions of Exchange in respect of the Lot registered in the Land Registry as Conditions of Exchange No.20099 (as modified by a Modification Letter registered in the Land Registry by Memorial No.11090201480075 and another Modification Letter registered in the Land Registry by Memorial No.13070502870013) and any variation or modification thereto from time to time.

<b>“Government”</b>	The Government of the Hong Kong Special Administrative Region.
<b>“Government Property Administrator”</b>	The Government Property Administrator of the Government Property Agency of 31 <sup>st</sup> Floor, Revenue Tower, No.5 Gloucester Road, Wanchai, Hong Kong and shall include its successor-in-title and any other officer or department of the Government or any government or administrative authorities holding or bearing whatsoever title or office who or which may at any time and from time to time take up and/or replace and/or assume and/or exercise, in whole or in part, any function or role of the Government Property Administrator.
<b>“Historical Buildings”</b>	The existing buildings (including the External Walls thereof) erected within the portion of the Lot as shown coloured pink edged red on the Plan I annexed to the Government Grant and referred to in Special Condition No.(32) of the Government Grant.
<b>“Hong Kong”</b>	The Hong Kong Special Administrative Region.
<b>“Items”</b>	<p>The items including : -</p> <ul style="list-style-type: none"> <li>(i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;</li> <li>(ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Estate on the Lot;</li> <li>(iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Estate on the Lot;</li> <li>(iv) all the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and</li> <li>(v) all other common parts and facilities serving the Government Accommodation and the remainder of the Estate on the Lot</li> </ul>

as referred to in Special Condition No.(31)(a) of the

Government Grant.

<b>“Lot”</b>	Inland Lot No.9018.
<b>“Maintain” or “maintain”</b>	Unless otherwise specified, includes inspection and testing by the Manager or experts appointed by the Manager, repair, uphold, support, rebuild, renovate, overhaul, pave, purge, scour, cleanse, empty, amend, keep, replace, paint, decorate and improve and provide for such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and the expression “maintenance” shall be construed accordingly.
<b>“Maintenance Manual”</b>	The maintenance manual (if any) for the Slope and Retaining Structures prepared in accordance with “Geoguide 5 - Guide to Slope Maintenance” issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and approved by the relevant Government department.
<b>“Management”</b>	All or any of the activities normally associated with management including but not limited to operation, servicing, cleaning, enhancement, maintenance, repair, renovation, decoration, improvement, replacement, security, insurance and all duties and obligations to be performed and observed by the Manager as herein provided and “manage” shall be construed accordingly.
<b>“Management Expenses”</b>	All expenses, costs and charges necessarily and reasonably incurred in the management and maintenance of the Lot and the Estate or any portion thereof in accordance with the terms of this Deed.
<b>“Management Fee”</b>	The amount of due proportion of estimated Management Expenses and Manager’s Remuneration payable monthly by the Owners in respect of each Unit owned by him.
<b>“Management Fund”</b>	All the monies to be collected received or held by the Manager pursuant to this Deed excluding the Manager’s Remuneration and the Special Funds only.
<b>“Management Shares”</b>	The Management Shares allocated to the Units as set out in the Second Schedule hereto.
<b>“Manager”</b>	The Management Company or any other Manager for the time being appointed as manager of the Lot and the Estate pursuant to the provisions of this Deed.
<b>“Manager’s Remuneration”</b>	The remuneration of the Manager as provided in this Deed.

<b>“Non-enclosed Area”</b>	Balcony and/or utility platform forming part of a Residential Unit and/or the covered areas underneath the lowest utility platforms as for the purpose of identification only shown delineated and marked “BAL.”, “U.P.” and “C.A.” respectively and coloured light green on the plans (certified as to their accuracy by the Authorized Person) hereto annexed.
<b>“Occupation Permit”</b>	The temporary or permanent written permission to be issued by the Building Authority under the provisions of the Buildings Ordinance for any part of the Estate to be occupied.
<b>“Open Kitchen”</b>	Such open kitchen provided within the Residential Unit(s) (excluding Flats A on 7th Floor to 21st Floor and Flats A on 23rd Floor to 42nd Floor all of Tower 2 of the Estate) as for the purpose of identification shown and demarcated by a red pecked line and marked “KIT.*” on the plans (certified as to their accuracy by the Authorized Person) hereto annexed.
<b>“Owner” or “Owners”</b>	Each person in whom for the time being any Undivided Share(s) as set out in the First Schedule hereto of and in the Lot and the Estate is vested and who for the time being appears from the records at the Land Registry to be the owner of any Undivided Share and every joint tenant or tenant in common of any such Undivided Share(s) and where any such Undivided Share(s) has been mortgaged or charged the word shall include both mortgagor or chargor and his registered mortgagee/chargee in possession or one who has foreclosed such Undivided Share(s) PROVIDED that the voting rights conferred on the Owner of such Undivided Share(s) by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the registered mortgagee or chargee is in possession of or has foreclosed such Undivided Share(s).
<b>“Owners’ Committee”</b>	A committee of the Owners established in accordance with the provisions in this Deed.
<b>“Owners’ Corporation”</b>	The corporation formed by the Owners and registered under the Building Management Ordinance (Cap.344).
<b>“Pavement”</b>	The pavement as provided and constructed pursuant to Special Condition No.(7)(b)(i)(II)(B) of the Government Grant and alongside the Turnaround and Lay-by Area with the alignment shown coloured pink cross-hatched blue on Plan I annexed to the Government Grant or at such other nearby location as may be approved or required by the Director of Lands pursuant to the terms of the Government Grant, which is, jointly with the Turnaround and Lay-by Area, for the purpose of identification

only shown and coloured red stippled black on the (Site A) G/F Plan (certified as to their accuracy by the Authorized Person) hereto annexed.

**“Pink Hatched Black Area”**

The area referred to in Special Condition No.(8) of the Government Grant and for identification purpose shown coloured pink hatched black on Plan I annexed to the Government Grant and forming part of the Public Open Space.

**“Pink Cross Hatched Black Areas”**

The areas referred to in Special Condition No.(9) of the Government Grant and for identification purpose shown coloured pink cross-hatched black on Plan I annexed to the Government Grant.

**“Private Open Space”**

The open spaces provided in the Lot pursuant to Special Condition No.(36) of the Government Grant.

**“Projecting Verandahs”**

The projecting verandahs including supporting columns in existence and extending from the Historical Buildings onto, over and above the part of the Government land as shown edged red stippled black on Plan I annexed to the Government Grant and referred to in Special Condition No.(33)(a) of the Government Grant.

**“Proposed Subway”**

The proposed subway to be constructed leading from the building now known as Hopewell Centre erected on all that piece or parcel of ground known and registered in the Land Registry as Inland Lot No.8551 as referred to in Special Condition No.(67)(a) of the Government Grant.

**“Proposed Subway Connections”**

Such pedestrian subway connections together with such escalators, lifts, stairway as may be required by the Director of Lands to receive the Proposed Subway, to be provided and constructed in accordance with Special Condition No.(67)(a) of the Government Grant.

**“Public Open Space”**

The open spaces provided in the Lot pursuant to Special Condition No.(37) of the Government Grant which are for the purpose of identification only shown and coloured red hatched black on the (Site A) G/F Plan and (Site A) 5/F Plan (both certified as to their accuracy by the Authorized Person) hereto annexed.

**“Recreational Areas”**

The areas intended for recreational use by the residents of the Residential Units and their bona fide visitors which shall include but not limited to bowling alley, game rooms, table



tennis room, gymnasium, children play rooms, billiard room, function room, karaoke room, steam and sauna, sitting areas, circulation area, changing rooms, reception, lavatories, pantry and stores on 2/F of Site A and entrance foyers, sitting area, circulation area, outdoor swimming pool and poolside deck on 5/F of Site A; and indoor swimming pool, pool deck, fitness rooms, sauna, circulation area, changing rooms and lavatory on 5/F of Site B.

**“Recreational Facilities”**

The recreational facilities and facilities ancillary thereto provided or installed for recreational use by the residents of the Residential Units and their bona fide visitors pursuant to Special Condition No.(35)(a) of the Government Grant.

**“Residential Car Park” or  
“Residential Car Parks”**

The residential car parking spaces provided pursuant to Special Condition No.(48)(a)(i) of the Government Grant (“Residential Car Parking Spaces”) or the residential motor cycle parking space(s) provided pursuant to Special Condition No.(48)(d)(i)(I) of the Government Grant (“Residential Motor Cycle Parking Spaces”) in those parts of Basement 5 Floor of the Estate on Site A for the parking of motor vehicles or motor cycles (as the case may be) and their layout are indicated on the approved layout plan referred to in Special Condition No.(54) of the Government Grant.

**“Residential Car Park  
Common Areas”**

Those parts of the Lot and the Estate (excluding those parking spaces shown and delineated on the car park layout plan approved by the Building Authority) and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Estate designed or intended for the common use and benefit of the Owners of the Residential Car Parks and not otherwise specifically assigned to or for the exclusive use of the Owner of a particular Residential Car Park and shall include but not limited to entrances, ramps, driveways, access areas, circulation passages, staircases and fan rooms. The Residential Car Park Common Areas are for the purpose of identification shown and coloured yellow on the plans (certified as to their accuracy by the Authorized Person) hereto annexed.

**“Residential Car Park  
Common Facilities”**

Those facilities and equipment for the common use and benefit of the Owners of the Residential Car Parks but not other parts of the Estate and not for the use and benefit of a particular Residential Car Park exclusively and shall include but not limited to electrical and mechanical installation, plant and machinery, drop-gate, mechanical ventilation system and security system.

**“Residential Common Areas”**

Those parts of the Lot and the Estate designed or intended for the common use and benefit of the Owners of the Residential Units of the Estate and not otherwise specifically assigned to or for the exclusive use of an Owner of a Residential Unit and shall include but not limited to :-

- (a) the Recreational Areas;
- (b) the Private Open Space;
- (c) Visitors’ Car Parks;
- (d) logistic rooms, residential shuttle lift lobbies, water feature pools, transfer plates, residential entrance lobbies, lift lobbies, corridors, staircases, lift shafts, lift pits, escalator pits, service lift lobby, meter rooms, plant rooms, pipe ducts (which do not form part of the Units and the Estate Common Areas), flat roofs (which do not form part of the Units and the Estate Common Areas), roofs (which do not form part of the Units), air-conditioning platforms, top roofs, refuse rooms, refuse storage and material recovery rooms, refuge floors, lift machine rooms, water pump rooms, booster pump rooms, water tank rooms, switch rooms, meter rooms, meter cabinets, electrical rooms, electrical/telephone duct rooms, fan rooms, parapet walls, filtration plant rooms, planter areas, planters, variable refrigerant volume system plant rooms and telecommunications and broadcasting (TBE) rooms and areas for installation or use of telecommunications network facilities;
- (e) wider common corridors and lift lobbies for the purpose of identification shown and coloured light green stippled black on the plans (certified as to their accuracy by the Authorized Person) hereto annexed;
- (f) the External Walls of the Towers;
- (g) the External Walls of the building on Site B from 5th Floor level to 6th Floor level; and
- (h) any structural or load bearing element of the Estate which only serves or supports the Residential Units (or any or some of them) and external finishes of the Estate attached to such structural or load bearing element;

and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Estate designed or intended for the common use and benefit of the Owners of the Residential Units and not otherwise specifically assigned to or for the exclusive use of an Owner of a Residential Unit. The Residential Common Areas are for the purpose of identification shown and coloured brown on the plans (certified as to their accuracy by the Authorized Person)

hereto annexed.

**“Residential Common Facilities”**

Those facilities and ancillary equipment for the common use and benefit of the Owners of the Residential Units and not for the use and benefit of a particular Residential Unit exclusively and shall include but not limited to the Recreational Facilities, water tanks, water pumps, drains, pipes, gutters, sewers, fire prevention and firefighting system, wires and cables, electrical equipment, air-conditioning or mechanical ventilation installation, lighting, security system, gondola system, gas pipes, air-conditioning system, telecommunications network facilities, lifts, escalators and sanitary fittings and installations for the use and benefit of the Residential Units.

**“Residential Unit” or “Residential Units”**

The Unit(s) (including, where applicable, the plaster and other internal covering of the External Walls enclosing the Unit and the plaster and covering of the internal surface of other enclosing walls abutting on the Common Areas enclosing the Unit (but not any other part of those walls), all non-structural or non-load bearing internal partitions and walls of the Unit, in the case of a non-structural party wall adjoining two Units only up to the mid point of such party wall, windows, window frames and sealant around window frames, bay window, the flat roofs, the roofs, the air-conditioning plant room (if any), the Non-enclosed Area and/or the pipe ducts serving exclusively thereto or held therewith (if any)) within the Tower(s) for residential use in accordance with the Approved Plans.

**“Site A”**

Portion of the Lot as shown and marked “SITE A” on Plan I annexed to the Government Grant.

**“Site B”**

Portion of the Lot as shown and marked “SITE B” on Plan I annexed to the Government Grant.

**“Site B Commercial Area”**

Part of the building within the Estate erected on Site B as shown on the plans (certified as to their accuracy by the Authorized Person) annexed hereto and thereon coloured indigo for the purpose of identification only.

**“Slope and Retaining Structures”**

All slopes, slope treatment works, retaining walls and other structures (if any) within or outside the Lot, the maintenance of which is the liability of the Owners under the Government Grant or this Deed.

**“Special Funds”**

The funds constituted pursuant to Clause (3:05:04)(d) of this Deed.

<b>“Turnaround and Lay-by Area”</b>	The area shown coloured pink hatched blue on Plan I of the Government Grant or such other nearby area of the Lot as may be approved or required by the Director of Lands pursuant to Special Condition No.(7)(b)(i)(I) of the Government Grant, which is, jointly with the Pavement, for the purpose of identification only shown and coloured red stippled black on the (Site A) G/F Plan (certified as to their accuracy by the Authorized Person) hereto annexed.
<b>“Tower” or “Towers”</b>	means one or more of the tower blocks constructed or to be constructed as part of the Estate in accordance with the Approved Plans for residential use.
<b>“Undivided Share” or “Undivided Shares”</b>	All those 36,306 equal undivided parts or shares of and in the Lot and the Estate allocated to the Units and the Common Areas and Common Facilities as set out in the First Schedule hereto.
<b>“Unit” or “Units”</b>	The Residential Unit(s), the Site B Commercial Area (before the execution of any sub-Deed of Mutual Covenant in respect of the Site B Commercial Area), individual part(s) of the Site B Commercial Area (after execution of the sub-Deed of Mutual Covenant in respect of the Site B Commercial Area), the Commercial Accommodation (before the execution of any sub-Deed of Mutual Covenant in respect of the Commercial Accommodation), individual parts of the Commercial Accommodation (after execution of the sub-Deed of Mutual Covenant in respect of the Commercial Accommodation), the Government Accommodation or Residential Car Park(s) of the Estate or each part of the Lot and/or the Estate intended for separate use or occupation and of which the Owner, as between himself and Owners or occupiers of other parts of the Estate, is entitled to the exclusive possession.
<b>“Visitors’ Car Park” or “Visitors’ Car Parks”</b>	The car parking spaces provided pursuant to Special Condition No.(48)(a)(iii) of the Government Grant as shown on the (Site A) Basement 5 Floor Plan (certified as to their accuracy by the Authorized Person) annexed hereto and thereon coloured brown for the purpose of identification only.
<b>“Works and Installations”</b>	The major works and installations in the Estate requiring regular maintenance on a recurrent basis as set out in the Fifth Schedule hereto.

(b) In this Deed (if the context permits or requires) reference to the singular shall include the plural and vice versa and reference to the masculine gender shall include the feminine or neuter gender and words importing persons shall include corporation and vice versa.

(2) The Lot and the Estate have been notionally divided into 36,306 equal Undivided Shares and allocated to the Units and the Common Areas and Common Facilities as set out in the First Schedule hereto.

(3) By an Assignment bearing even date herewith and made between the First Owner and the Second Owner, the First Owner assigned to the Second Owner All Those 25 equal undivided 36,306th parts or shares of and in the Lot and the Estate together with the exclusive right to hold use occupy and enjoy All That Flat C on the 17th Floor of Tower 5 of the Estate.

(4) The Lot and the Estate are vested in the First Owner and the Second Owner as Tenants in Common as to 36,281 equal undivided 36,306th parts or shares thereof in the First Owner and as to 25 equal undivided 36,306th parts or shares thereof in the Second Owner for the residue/entitlement of the term of years created by the Government Grant subject to the payment of the rent and to the observance and performance of the terms and conditions reserved and contained in the Government Grant.

(5) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, insuring and servicing of the Lot, the Estate and its equipment, services and apparatus, and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Lot and the Estate and to provide for a due proportion of the common expenses of the Lot and the Estate to be borne by the Owners.

NOW THIS DEED WITNESSETH as follows :-

(1) **MUTUAL GRANTS, EXCEPTIONS TO THE FIRST OWNER ETC.**

(1:01) The First Owner shall at all times hereafter for the residue/entitlement of the term created by the Government Grant have the full and exclusive right and privilege to hold use occupy and enjoy all the Units set out in the First Schedule hereto (save and except the Unit(s) set out in Clause (1:02) of this Deed and the Common Areas and Common Facilities) Together with the appurtenances thereto and the entire rents and profits thereof to the exclusion of the Second Owner subject however to and with the benefit of this Deed.

(1:02) The Second Owner shall at all times hereafter for the residue/entitlement of the term created by the Government Grant have the full and exclusive right and privilege to hold use occupy and enjoy All That Flat C on the 17th Floor of Tower 5 of the Estate Together with the appurtenances thereto and the entire rents and profits thereof to the exclusion of the First Owner subject however to and with the benefit of this Deed.

(1:03) Each Undivided Share and the full and exclusive right and privilege to hold use occupy and enjoy any part of the Lot and/or the Estate held therewith shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the easements reservations rights privileges and obligations set out in the Third Schedule hereto. Notwithstanding any provisions contained in this Deed, the exercise of the rights privileges and easements referred to in paragraph (4) of the Third Schedule hereto shall not be subject to any permission, approval or consent of the Manager.

(1:04) The Owners shall at all times hereafter be bound by and shall observe and perform the covenants provisions and restrictions contained herein and in the Fourth Schedule and the Seventh Schedule hereto. F.S.I. as the Owner of the Government Accommodation shall at all times hereafter be bound by and shall observe and perform the covenants provisions and restrictions contained in the Seventh Schedule hereto.

(1:05) Subject to Clause (1:06) of this Deed and the restrictions contained in the Government Grant, every Owner shall have the full right and liberty without reference to the other Owners or any person or persons otherwise interested in any other Undivided Share(s) or interest of and in the Lot and/or the Estate in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, charge, lease, let, licence or otherwise dispose of or deal with his Undivided Shares and interest in the Lot and the Estate together with the exclusive right and privilege to hold use occupy and enjoy such Units and any part of the Estate to which the exclusive right is vested subject to and with the benefit of this Deed but not otherwise Provided that such assignment (save and except assignment of the Government Accommodation) shall contain a covenant provided in Clause (1:08) and paragraph (1) of the Fourth Schedule hereof.

- (1:06) (a) The right to the exclusive use occupation and enjoyment of any part of the Lot and/or the Estate shall not be sold assigned mortgaged charged leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held Provided Always that the provisions of this Clause shall not extend to a lease or tenancy or licence the term of which does not exceed 12 years.
- (b) The right to the exclusive use, occupation and enjoyment of any flat roof or roof or Non-enclosed Area or planter shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Unit with which the flat roof or roof or Non-enclosed Area or planter is held.
- (c) The Owner of the Residential Car Park(s) shall not : (1) assign the same or any interest therein without also and at the same time assigning the Undivided Shares of and in the Lot and the Estate together with the right to the exclusive use and occupation of a Residential Unit or Residential Units; nor (2) underlet the same or any interest therein or enter into any agreement so to do except to the resident of a Residential Unit PROVIDED THAT nothing herein contained shall prevent the assignment of such Residential Car Park to any person who is already at that time the Owner of the Undivided Shares of and in the Lot and the Estate together with the right to the exclusive use and occupation of a Residential Unit or Residential Units PROVIDED FURTHER THAT not more than three of such Residential Car Parks shall be assigned or underlet to the Owner or resident (as the case may be) of any one Residential Unit.

(1:07) Each and every Owner covenants with the First Owner with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns provided that such covenants, rights, entitlements, exceptions and reservations shall not in any way adversely affect or prejudice the rights easements and privileges reserved to F.S.I. in this

Deed and the Government Grant and such covenants, rights, entitlements, exceptions and reservations are intended to run and shall run with the Lot and the Estate and any interest therein that, subject to the rights, easements and privileges of F.S.I., the First Owner (excluding the subsequent purchasers of Unit(s) from the First Owner) shall for as long as it remains the beneficial owner of any Undivided Shares have the sole and absolute right in its unfettered discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights which are hereby expressly excepted and reserved unto and granted and conferred upon the First Owner:-

- (a) subject to the prior written approval of the Owners' Committee (if any) or the Owners' Corporation (if formed), the right to change, amend, vary, add to or alter the master layout plans (if any), the landscaping proposals, the Approved Plans and the building plans existing at the date hereof from time to time without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director of Lands or other Government authorities pursuant to the Government Grant or other applicable legislation and no such change, amendment, variation, addition or alteration shall give to the Owners any right of action against the First Owner PROVIDED THAT any amendment to the master layout plans should not affect the Government Accommodation PROVIDED FURTHER THAT any change, amendment, variation, addition or alteration to the Approved Plans and the building plans should (i) not impede or restrict access to or egress from or be prejudicial to the use, operation or enjoyment of the Government Accommodation or the services and facilities supplying or serving the Government Accommodation; and (ii) require approval of the Owner of the Government Accommodation if it directly affects the Government Accommodation and in this respect, the Government Property Administrator shall in its sole discretion determine whether or not the Government Accommodation is directly affected PROVIDED FURTHER THAT the First Owner shall not be entitled to alter or change the building plan(s) of the Tower(s) consisting of Unit(s) which have already been sold to individual purchaser(s) without his/their prior written approval PROVIDED FURTHER THAT the prior written approval of the Owners' Committee (if any) or the Owners' Corporation (if formed) as aforesaid shall not be required if the said right to be exercised relates to or affects only such part of the Estate owned by the First Owner;
- (b) subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right for the First Owner, without the necessity to join in any other Owners as party, to apply to the Government to amend, vary or modify the Government Grant, to carve out, surrender, dedicate or assign to the Government either in its own name or in the name of some or all Owners for public use of any portion of the Lot (excluding the Government Accommodation) not being within the exclusive use occupation and enjoyment of any other Owner Provided that such modification carving out surrender dedication or assignment (i) shall not be prejudicial to the rights of the Owner of the Government Accommodation in the use and enjoyment of

and access to and egress from the Government Accommodation and (ii) must not result in the Owner of the Government Accommodation being liable for any premium payable for any variation to the terms of the Government Grant save that the Owner of the Government Accommodation may agree to pay that portion of the premium payable for such variation to the extent that such variation, in the opinion of the Government Property Administrator, directly benefits the Government Accommodation but not otherwise Provided further that prior written approval of the Owner of the Government Accommodation shall be required if in the opinion of the Government Property Administrator the Government Accommodation would be directly affected by such variation of the terms of the Government Grant Provided further that the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed as aforesaid shall not be required if the said right to be exercised relates to or affects only such part of the Estate owned by the First Owner;

- (c) the full and unrestricted right without interference by the other Owners to designate or re-designate the numbering for those Units of the Commercial Accommodation and/or the Site B Commercial Area which are wholly owned by the First Owner and to alter the use of any part of the Commercial Accommodation (save and except the Turnaround and Lay-by Area, Pavement and Public Open Space) and/or the Site B Commercial Area owned by the First Owner to other uses subject to the Government Grant and necessary consent and/or approval from the competent authorities;
- (d) subject to the approval of the Director of Lands, the right to adjust and/or allocate and/or sub-allocate the number of Undivided Shares in the Lot and the Estate in respect of the Site B Commercial Area and/or the Commercial Accommodation or any parts thereof retained by the First Owner and the Management Shares relating thereto provided that such adjustment, allocation and/or sub-allocation shall not increase the proportion of other Owners' contribution to Management Fee and should not result in disproportionate voting rights being granted and the prevention or hinderance of the incorporation of the Owners' Corporation and provided further that the exercise of this right should not affect the proportion of Undivided Shares and Management Shares allocated to the Government Accommodation;
- (e) subject to the written approval by a resolution of Owners at an Owners' meeting convened under this Deed and the compliance with the applicable ordinances and regulations, the right to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other similar structures within the Lot and the Estate (save and except the services and facilities howsoever serving the Government Accommodation) Provided that no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation;
- (f) the right to change the name of the Estate or any part thereof (other than the Government Accommodation) at any time and shall not be liable to any Owners or other person having an interest in the Lot and/or the Estate for any



damages, claims, costs or expenses resulting therefrom or in connection therewith Provided That the prior written approval of the Owners' Committee or the Owners' Corporation (if formed) is required in respect of the change of the name of the Estate or any part thereof other than the Commercial Accommodation;

- (g) the right to alter and demolish any part of the Estate of which the exclusive right to hold use and occupy is vested in the First Owner (including any walls and partition vested in the First Owner) subject to the Government Grant provided that necessary consent or approval is obtained from the relevant Government authorities and the Owner of the Government Accommodation if the Government Accommodation and the Items are adversely affected Provided that F.S.I.'s rights to hold use occupy and enjoy the Government Accommodation and to have unimpeded or unrestricted access to and egress from the Government Accommodation through the Common Areas and the Common Facilities shall not be interfered with;
- (h) subject to the approval of the Owners' Committee, the right to convert any part of the Common Areas and the Common Facilities to the First Owner's own use or for the First Owner's own benefit PROVIDED THAT such conversion shall comply with the requirements of the Government Grant and Provided Further That the proper use and enjoyment of the Government Accommodation and the Items shall not be adversely affected and any payment received for the approval of the Owners' Committee must be credited to the relevant Special Fund(s);
- (i) subject to the approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the right to designate and declare by deed any area or part or parts of the Estate (other than the Public Open Space) and/or facilities and/or equipment, the sole and exclusive right to hold, use, occupy and enjoy which, and to receive the rents and profits in respect of which, is then owned by the First Owner to be additional Estate Common Areas or additional Residential Common Areas or additional Residential Car Park Common Areas and/or additional Estate Common Facilities or additional Residential Common Facilities or additional Residential Car Park Common Facilities whereupon with effect from such designation and declaration such additional Estate Common Areas or additional Residential Common Areas or additional Residential Car Park Common Areas and/or additional Estate Common Facilities or additional Residential Common Facilities or additional Residential Car Park Common Facilities shall form part of the Estate Common Areas or the Residential Common Areas or Residential Car Park Common Areas and/or Estate Common Facilities or Residential Common Facilities or Residential Car Park Common Facilities as provided in this Deed (as the case may be) and the Owners (subject to the rights of F.S.I. in the Seventh Schedule hereto) shall contribute to the maintenance and upkeep of the same as being part of the Estate Common Areas or the Residential Common Areas or Residential Car Park Common Areas and/or Estate Common Facilities or Residential Common Facilities or Residential Car Park Common Facilities (as the case may be) PROVIDED THAT such areas and facilities to be so

designated and declared shall be for the beneficial use of the Owners PROVIDED FURTHER THAT no Owner (including the First Owner) and no Manager shall have the right to re-convert or re-designate such Common Areas and Common Facilities to his or its own use or benefit PROVIDED FURTHER THAT the exercise of this right shall not affect the proper use and enjoyment of the Government Accommodation;

- (j) notwithstanding anything herein contained, the right and obligation to assign the whole of the Undivided Shares in the Common Areas and Common Facilities (but not a part thereof) upon execution of this Deed and those parts designated and declared as additional Estate Common Areas or additional Residential Common Areas or additional Residential Car Park Common Areas and/or additional Estate Common Facilities or additional Residential Common Facilities or additional Residential Car Park Common Facilities pursuant to Clause (1:07)(i) of this Deed after such designation to the Manager free of cost or consideration to be held on trust for all Owners and for the general amenity of the Owners and other occupants of the Estate Subject to the Government Grant and to this Deed. Such Undivided Shares together with the exclusive right to hold, use, occupy and enjoy the Common Areas and Common Facilities shall be assigned to and vested in the Manager free of costs or consideration upon execution of this Deed and shall upon such assignment to the Manager be held by the Manager as trustee for all Owners for the time being and in the event the Manager shall resign or be wound up or have an order for appointment of receiver or a bankruptcy order (as the case may be) made against it or is removed and another manager be appointed in its stead in accordance with this Deed, then the outgoing Manager or the liquidator or the receiver shall assign such Undivided Shares together with the Common Areas and Common Facilities which they represent free of costs or consideration to the new manager PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities and entitlements of the Manager contained in this Deed PROVIDED FURTHER THAT when the Owners' Corporation has been formed, the Manager shall, at any time if required by the Owners' Corporation, assign the Undivided Shares allocated to the Common Areas and Common Facilities together with the right to use the Common Areas and the Common Facilities to the Owners' Corporation free of costs or consideration to be held on trust for all Owners;
- (k) without the necessity of making every Owner a party thereto to enter into a sub-Deed of Mutual Covenant in respect of any part of the Estate owned by the First Owner (other than the Government Accommodation) for the purpose of making further provisions for the management, maintenance and servicing of that part of the Estate for which it is made and its equipment, services and apparatus and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof Provided Always that their rights and interest shall not be adversely affected and Provided further that any sub-Deed of Mutual Covenant shall be previously approved in writing by the Director of Lands unless the Director of Lands, in his absolute discretion, waives the requirement of approval of such sub-Deed of Mutual Covenant and that such sub-Deed of Mutual Covenant shall not conflict with the provisions

of this Deed and shall not affect the rights, interests or obligations of other Owners;

- (l) subject to the approval of the Owners' Committee, the right to obtain for the benefit of the Owners for the time being of the Estate or any part thereof and their servants, agents, licensees, tenants and lawful occupants the grant of any rights, rights of way or easements or quasi easements (including but not limited to the right to use any roads, footbridges, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by modification or waiver of the Government Grant or licence on such terms and conditions and from such persons as the First Owner shall deem fit Provided That (i) any premium and administrative fee as may be required for the modification or waiver of the Government Grant shall be borne by the First Owner absolutely; and (ii) F.S.I. as the Owner of the Government Accommodation shall not be made to bear any costs for the acquisition of the said rights, rights of way, easements or quasi-easements;
- (m) subject to the approval of the Owners' Committee, the right to grant any rights, rights of way or easements or quasi easements (including but not limited to the right to use any roads, driveways, footbridges, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Common Areas and the Common Facilities or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands or any land adjoining or connected to any adjoining or neighbouring land whether by any private or public road or passageway or sub-way or otherwise whatsoever on such terms and conditions and to such persons as the First Owner shall deem fit Provided that the proper use and enjoyment of the Government Accommodation and the Items shall not be adversely affected and Provided Always that any money received from the grant of any such rights shall form part of the Special Funds;
- (n) the right to designate and/or re-designate by deed or otherwise any area or part or parts of the Commercial Accommodation owned by the First Owner, over which all members of the public will be permitted to enter upon and pass and repass during the opening hours of the Wan Chai MTR Station for the purpose of ingress, egress and regress to and from the Future MTR Subway or the public pavement at ground level outside the Lot or neighbouring lot or lots and Government land and for means of escape in case of fire or emergency and to confer upon the person or persons having the control or the responsibility to maintain, repair and operate the Future MTR Subway or any other relevant parties and their respective contractors, servants, workmen and any other person authorised by either of them a free and uninterrupted right at all

reasonable times to enter into and upon any parts of the Commercial Accommodation owned by the First Owner with the necessary tools, equipment, plant and materials for the purpose of installing, repairing, maintaining, cleaning, removing or replacing any facilities and other plants and machineries at such place or places therein as shall be approved by the First Owner in connection with the operation and use of the Future MTR Subway PROVIDED THAT the proper use and enjoyment of the Government Accommodation and the Items shall not be adversely affected;

- (o) the right to enter into and upon all parts of the Lot and the Estate (other than any part of the Estate that have already been assigned and the Government Accommodation) with contractors, surveyors, workmen and all other necessary authorized persons and all necessary equipment, plant and materials for the purposes of constructing and completing the Estate on the Lot or any part thereof in accordance with the Approved Plans and/or construction and provision of the Future MTR Subway Associated Structures and connecting the Future MTR Subway and may for such purpose carry out all such works in, under or over the Lot (save and except the Government Accommodation and such parts of the Estate as aforesaid) as it may from time to time see fit Provided that nothing herein shall absolve the First Owner from obtaining any prior Government approval which may be required for the same. The right of the First Owner to enter the Lot to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorized by the First Owner. The First Owner in pursuance of such work may from time to time issue in writing to the Owners instructions as to the areas or parts of the Lot (save and except the Government Accommodation and such parts of the Estate as aforesaid) that the Owners, their servants, agents or licensees may or may not use while such works are being carried out Provided that the exercise of such right shall not adversely affect the proper use and enjoyment of the Government Accommodation and the Items;
- (p) the right to negotiate, settle and agree with the Government and any persons authorized by it or any other relevant parties on all and any matters concerning the Future MTR Subway, including but not limited to the terms and conditions of any undertaking(s) or agreement(s) or any amendments thereto for or in connection with the creation or extinguishment of rights, privileges, benefits, obligations or otherwise affecting the Future MTR Subway and the Future MTR Subway Associated Structures and/or the Lot (collectively, "Relevant Agreements") on such terms and conditions and in such manner as the First Owner may deem fit without the concurrence or approval of any other Owners and without the necessity of joining in any other Owners and the Relevant Agreements shall be binding on all the Owners Provided That the proper use and enjoyment of the Government Accommodation and the Items shall not be adversely affected and that the First Owner shall solely be responsible for payment of all costs and expenses payable under the Relevant Agreements and all costs and expenses incurred for the performance and observance of the terms and conditions of the Relevant Agreements;

- (q) when called upon to do so by the Director of Lands, to execute all necessary works for the temporary closure of any opening or openings in the building or buildings erected or to be erected on the Lot to be connected to the Future MTR Subway as shall be required or approved by the Director of Lands and all necessary maintenance works for the temporary closure shall be the responsibility of the First Owner and shall be carried out to the satisfaction of the Director of Lands in accordance with Special Condition No.(47)(d) of the Government Grant;
- (r) when called upon to do so by the Director of Lands, to execute all necessary works for the temporary closure of any opening or openings in the building or buildings erected or to be erected on the Lot to be connected to the Proposed Subway as shall be required or approved by the Director of Lands and all necessary maintenance works for the temporary closure shall be the responsibility of the First Owner and shall be carried out to the satisfaction of the Director of Lands in accordance with Special Condition No.(67)(d) of the Government Grant;
- (s) the right to designate and/or re-designate by deed or otherwise any area or part or parts of the Commercial Accommodation owned by the First Owner, over which all members of the public will be permitted to enter upon and pass and repass during the opening hours of the Wan Chai MTR Station for the purpose of ingress, egress and regress to and from the Proposed Subway and the Wan Chai MTR Station or the public pavement at ground level outside the Lot or neighbouring lot or lots and Government land and for means of escape in case of fire or emergency and to confer upon the person or persons having the control or the responsibility to maintain, repair and operate the Proposed Subway or any other relevant parties and their respective contractors, servants, workmen and any other person authorised by either of them a free and uninterrupted right at all reasonable times to enter into and upon any parts of the Commercial Accommodation owned by the First Owner with the necessary tools, equipment, plant and materials for the purpose of installing, repairing, maintaining, cleaning, removing or replacing any facilities and other plants and machineries at such place or places therein as shall be approved by the First Owner in connection with the operation and use of the Proposed Subway PROVIDED THAT the proper use and enjoyment of the Government Accommodation and the Items shall not be adversely affected;
- (t) the right to enter into and upon all parts of the Lot and the Estate (other than the Government Accommodation and any parts of the Estate that have already been assigned) with contractors, surveyors, workmen and all other necessary authorized persons and all necessary equipment, plant and materials for the purposes of construction and provision of the Proposed Subway Connections and connecting and/or receiving the Proposed Subway and may for such purpose carry out all such works in, under or over the Lot (save and except the Government Accommodation and such parts of the Estate as aforesaid) as it may from time to time see fit Provided that nothing herein shall absolve the First Owner from obtaining any prior Government approval which may be

required for the same. The right of the First Owner to enter the Lot to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorized by the First Owner. The First Owner in pursuance of such work may from time to time issue in writing to the Owners instructions as to the areas or parts of the Lot (save and except the Government Accommodation and such parts of the Estate as aforesaid) that the Owners, their servants, agents or licensees may or may not use while such works are being carried out Provided that the exercise of such right shall not adversely affect the proper use and enjoyment of the Government Accommodation and the Items;

- (u) the right to negotiate, settle and agree with the Government and any persons authorized by it or any other relevant parties on all and any matters concerning the Proposed Subway, including but not limited to the terms and conditions of any undertaking(s) or agreement(s) or any amendments thereto for or in connection with the creation or extinguishment of rights, privileges, benefits, obligations or otherwise affecting the Proposed Subway and the Proposed Subway Connections and/or the Lot (collectively, "Subway Agreements") on such terms and conditions and in such manner as the First Owner may deem fit without the concurrence or approval of any other Owners and without the necessity of joining in any other Owners and the Subway Agreements shall be binding on all the Owners Provided That the proper use and enjoyment of the Government Accommodation and the Items shall not be adversely affected and that the First Owner shall solely be responsible for payment of all costs and expenses payable under the Subway Agreements and all costs and expenses incurred for the performance and observance of the terms and conditions of the Subway Agreements;

PROVIDED THAT in doing of any of the aforesaid acts or deeds or the exercise of any of aforesaid rights (collectively, "the Reserved Acts, Deeds and/or Rights"), the First Owner undertakes and covenants with other Owners that (i) any administrative fee, premium, approval fee and/or other charges and expenses as may be required for the Reserved Acts, Deeds and/or Rights shall be borne by the First Owner; (ii) the Reserved Acts, Deeds and/or Rights, and the works necessitated thereby shall not interfere with an Owner's exclusive right to hold, use and occupy the part of the Estate to which he is entitled or impede or restrict the access to and from any such part of the Estate or unreasonably interfere with the use and enjoyment of the Common Areas and the Common Facilities by such Owner; and (iii) the works aforesaid shall be carried out and completed, and any damage or loss caused to any part or parts of the Estate or to the property of any Owner shall be made good, at the cost and expense of the First Owner with due diligence in accordance with or in compliance of the provisions of the Government Grant and all applicable legislation causing least disturbances and without negligence or delay.

- (1:08) An Owner (save and except F.S.I.) shall not be entitled to assign the part of the Estate which he owns ("the Property") unless the Assignment (save and except the assignment(s) of the Government Accommodation) includes a covenant in substantially the following terms:

“The Purchaser covenants with the Vendor for itself and as agent for Urban Renewal Authority (“URA”) for the purpose of enabling URA to exercise all or any of the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted under Clause (1:07) of the Deed of Mutual Covenant and Management Agreement dated [ ] relating to the building of which the Property forms part (“the Deed of Mutual Covenant”) and to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any 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 Covenantee Purchaser”) and shall enure for the benefit of the Estate and be enforceable by the Vendor and/or URA (as the case may be) that :-

- (i) the Covenantee Purchaser grants confirms and acknowledges the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted and conferred on URA under Clause (1:07) of the Deed of Mutual Covenant and the Covenantee Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by URA;
- (ii) the Covenantee Purchaser shall, if required by URA, do everything necessary, including giving express consents in writing to the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by URA, to facilitate the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by URA;
- (iii) in order to secure the performance of the covenants contained in said Clause (1:07), the Covenantee Purchaser (excluding the Owner of the Government Accommodation) hereby (jointly and severally) expressly and irrevocably appoints URA to be his attorney (with full power of substitution and delegation and, who may act through such officers, employees, agents, nominees and any substitute attorneys as URA from time to time appoints) and grants unto URA the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenantee Purchaser (excluding the Owner of the Government Accommodation) deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations conferred on URA as aforesaid with the full power of delegation and the Covenantee Purchaser (excluding the Owner of the Government Accommodation) hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant and

will ratify and confirm all that URA shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenantee Purchaser (excluding the Owner of the Government Accommodation) and shall not be revoked by the Covenantee Purchaser (excluding the Owner of the Government Accommodation) or by the death incapacity or the winding up (as the case may be) of the Covenantee Purchaser (excluding the Owner of the Government Accommodation); and

- (iv) in the event of the Covenantee Purchaser selling or otherwise disposing of the Property, the Covenantee 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 substantially the same in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained and this covenant (iv)

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

(2) **PARTY WALLS**

(2:01) Owners who have a common wall adjoining their respective Units and/or flat roof and/or roof shall each have the right to the use of the interior surface of the wall on his side subject to an obligation to maintain repair and reinstate such interior surface. Without prejudice to the said obligation, if the wall or any portion thereof (being not structural wall nor load bearing wall under the Approved Plans and not forming part of the Common Areas) is damaged or injured for any cause other than the act or negligence of either Owner, it shall be repaired or rebuilt or reinstated at their joint cost and expense with each bearing half of such cost and expense and such Owners shall repair rebuild or reinstate the wall and contribute to such cost and expense forthwith.

(2:02) Neither Owner in respect of a common wall adjoining their respective Units and/or flat roof and/or roof shall use any portion of the wall so as to interfere with the use and enjoyment of the other Owner in respect thereof. Neither Owner shall put structures of any kind onto or so near to the wall as to cause leakage of water or damage to the other side of the wall or as to be likely to cause the wall to collapse.

(3) **MANAGEMENT**

(3:01) **General**

(3:01:01) Subject to the provisions of the Building Management Ordinance (Cap.344), the management of the Lot and the Estate shall for an initial period of two years from the date



of this Deed be undertaken by the Management Company subject to termination at any period of time during its term of appointment (i) by the Management Company by giving not less than 3 calendar months' notice in writing to the Owners' Committee or if there is no Owners' Committee to all the Owners or (ii) by the Owners' Committee (prior to the formation of the Owners' Corporation) without compensation by giving not less than 3 calendar months' notice in writing to the Management Company and by a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by the Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Common Facilities). The appointment of the Management Company shall continue unless so terminated or terminated in accordance with Clause (3:01:02).

(3:01:02) Subject to the provisions of the Building Management Ordinance (Cap.344), the Owners' Corporation may terminate the appointment of the Management Company without compensation by a resolution passed by a majority of the votes of the Owners voting either personally or by proxy and supported by the Owners of not less than 50% of the Undivided Shares in aggregate who are entitled to vote at a general meeting convened for the purpose and by giving 3 calendar months' notice in writing to the Management Company. For the purpose of this clause, only the Owners of Undivided Shares who pay or who are liable to pay the Management Expenses relating to those Undivided Shares shall be entitled to vote.

(3:01:03) Subject to the provisions of the Building Management Ordinance (Cap.344), each Owner hereby irrevocably appoints the Manager as agent and attorney for and on behalf of all the Owners in respect of any matter concerning the Common Areas and Common Facilities or any part(s) thereof and all other matters duly authorised in accordance with the provisions of this Deed and the Manager will have the authority to act for and on behalf of all Owners in accordance with the provisions of this Deed.

(3:01:04) If the Manager shall resign by giving 3 calendar months' notice in writing to the Owners' Committee or the Owners' Corporation (if formed) or to all the Owners then the Owners shall as soon as possible thereafter at a meeting of the Owners by resolution appoint another person or corporation in its stead. On the appointment of any Manager as aforesaid, the Owners shall as soon as practicable enter into a Management Agreement with the new Manager defining the rights, duties and obligations of the new Manager.

(3:01:05) The Manager shall be bound by and shall observe and perform all of the conditions, duties and obligations contained in this Deed and shall have all of the rights, powers and privileges granted by this Deed to the Manager.

(3:01:06) Notwithstanding anything herein contained, during the existence of the Owners' Corporation, the rights, duties, powers and obligations for the control, management and the administration of the Lot and the Estate conferred by this Deed on the Manager shall vest in the Owners' Corporation whereby such rights duties powers and obligations may be continued to be exercised or performed by the Manager on behalf of the Owners' Corporation at the request of the Owners' Corporation until the Manager's appointment is terminated under this Deed; and the general meeting of the Owners' Corporation convened under the Building Management Ordinance (Cap.344) shall take the place of the meeting of Owners convened under this Deed and where a management committee of the Owners' Corporation is

or has been appointed, the management committee shall take the place of the Owners' Committee under this Deed.

(3:01:07) The Manager shall assign all the Common Areas and Common Facilities and the Undivided Shares thereof free of costs or consideration to its successor as manager when it ceases to be the Manager for whatsoever reasons. The Manager shall assign all the Common Areas and Common Facilities and the Undivided Shares thereof and transfer the management responsibilities free of costs or consideration to the Owners' Corporation (if formed) at any time if so required by the Owners' Corporation to be held on trust for all Owners.

(3:01:08) The Owners of the Estate (save and except F.S.I. as the Owner of the Government Accommodation) shall, acting by the Manager, be responsible for maintaining, managing and repairing the Items and shall indemnify F.S.I. and the Government against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure to manage and maintain the Items.

(3:02) Powers and Duties of the Manager

(3:02:01) Save and except as otherwise expressly provided in this Deed and subject to the rights and privileges of F.S.I. and provided that the rights easements and privileges reserved to F.S.I. in this Deed and the Government Grant shall not in any way be adversely affected or prejudiced, the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or requisite for and in connection with the proper and efficient management of the Estate, including in particular but without in any way limiting the generality of the foregoing :-

- (a) to maintain in good, clean and safe condition the Common Areas and the Common Facilities and for this purpose to employ reputable and competent contractors and workmen;
- (b) to take reasonable steps to ensure that all Owners or occupiers of the Units maintain the Unit(s) owned or occupied by them in a satisfactory manner so as not to cause any damage or nuisance to other Units or the Common Areas or Common Facilities and if there be any default on the part of any such Owners or occupiers, to put in hand any necessary maintenance and to take all necessary steps to recover the cost thereof from the defaulting Owner or occupier Provided That if the defaulting Owner or occupier causes damage or nuisance to other Units or the Common Areas or Common Facilities because of his failing to maintain the Unit owned or occupied by him in a satisfactory manner, the Manager shall have the right but shall not be obliged to put in hand such necessary maintenance and to take such necessary steps to recover the cost thereof from the defaulting Owner or occupier;
- (c) to paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Estate all structures erected on the Common Areas or

forming part of the Common Facilities at such intervals as the same may reasonably be required to be done and in the event if so required by any Government departments;

- (d) to prevent any decaying, noisome, noxious, excrementitious or other refuse matter from being deposited on the Common Areas or any part thereof and to specify locations in the Estate for disposal of refuse or garbage by Owners and occupiers of the Units and to collect and remove all such refuse and garbage from such specified locations and also to arrange for disposal of refuse and garbage from the Common Areas and Common Facilities at such regular intervals and to maintain on the Estate refuse collection facilities PROVIDED THAT in the case of refuse the nature or quality or quantity of which shall in the reasonable opinion of the Manager require special arrangement or facility for its disposal beyond the normal refuse collection facilities employed by the Manager, the Owner responsible for such refuse shall arrange for its disposal at his own expenses as soon as practicable after being so demanded by the Manager, failing which the Manager shall have the sole discretion to remove and dispose of such refuse as aforesaid and such Owner shall repay to the Manager the costs and expenses in connection with such removal and disposal;
- (e) to prevent the obstruction of all the Common Areas and subject to reasonable prior written notice being given to the Owner or occupier concerned (except in case of emergency) to remove and impound at the cost and expense of the defaulting Owner or occupier any article or thing causing the obstruction and to demolish illegal structures and/or extensions;
- (f) to repair and keep in good repair and condition the main building structure, the External Walls forming parts of the Common Areas, top roof, roof, flat roofs (but excluding any roof or flat roofs forming part of the Units), refuge floor, parapet walls, the fabric of the Estate and the Common Areas;
- (g) to keep all the Common Facilities in good and working order and whenever it shall be necessary to renew or replace the same and enter into contracts with third parties for the maintenance of any such Common Facilities;
- (h) to keep such of the lavatories, drains and sewers as are in common use and not for the use of any particular Unit in the Estate in good clean and sanitary repair and condition and to renew or replace any parts that become damaged or defective;
- (i) to prevent as far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Lot and/or the Estate into any part of any road, culverts, sewers, drains, nullahs or Government property and to remove any such matter therefrom and to ensure that no damage is done

to any drains, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in under over or adjacent to the Lot and/or the Estate or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;

- (j) subject to the rights of F.S.I. as the Owner of the Government Accommodation as provided in the Government Grant and this Deed, to remove any structure, installation, advertisement, signboard or other things on the Lot and/or the Estate which have been erected in contravention of the terms of the Government Grant and/or this Deed and to demand and recover from the person by whom such structure or other thing as aforesaid was erected or installed the cost of such removal and the making good of any damage thereby caused;
- (k) subject to the rights of the Owner of the Government Accommodation and the Owners of the Commercial Accommodation respectively under Clause (4) and Clause (1)(h) of the Third Schedule hereto, to prevent the Owners from making or suffering to be made any external or structural alterations to any Units or any part thereof of which they are entitled to the exclusive possession or to any external feature of the Units unless such alterations are permitted by the terms hereof;
- (l) to replace any glass in any broken windows or doors or walls of the Common Areas;
- (m) to maintain and keep in good repair and condition all water pumps, tanks, pipes, ducts, sewers, drains, transformer room(s), switch room(s), intercom (if any), emergency generator and security systems (if any), cables and wiring in the Lot and/or the Estate which are for the common use and benefit of the Lot and/or the Estate but not for the use and benefit of a particular Unit;
- (n) to maintain and keep in good repair and condition the lifts, the machine room(s) and meter room(s) in the Estate forming parts of the Common Areas or Common Facilities and to replace any part that requires replacement;
- (o) to prevent any persons from detrimentally altering or injuring the Lot and/or the Estate or any part thereof or any of the equipment apparatus services or facilities thereof forming parts of the Common Facilities;
- (p) to maintain fire prevention and fire fighting equipment and to comply with all requirements of the Fire Services Department;
- (q) to provide watchmen, porters and such other staff as determined by the Manager at its reasonable discretion and to provide and maintain the burglar alarm and security system(s) (if any) and such other security

installation and, so far as may be possible, to provide and maintain good security in the Lot and Estate at all times;

- (r) to maintain and operate or contract for the installation, maintenance and operation and/or use of aerial broadcast distribution or telecommunication network facilities (including but not limited to satellite dishes and/or cables (if any), the wireless and/or television aerials) and other transmission devices and equipment which serve the Estate provided that any contract for the installation or use of or the provision of the aforesaid facilities or services to be entered into by the Manager shall be subject to the conditions that (i) the term of such contract will not exceed 3 years; (ii) the right to be granted under such contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service;
- (s) to do all things necessary for the purposes of maintaining all facilities and services in or on the Lot and/or the Estate for good management and the better enjoyment or use of the Lot and the Estate by its Owners, occupiers and their licensees;
- (t) to appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in connection with the management of the Lot and/or the Estate necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Lot and the Estate (other than F.S.I. as the Owner of the Government Accommodation) of all legal proceedings relating to the Lot and/or the Estate its services apparatus and equipment (but not proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times, within seven days of being requested so to do by the competent Government officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purposes of Order 10 Rule 1 of the Rules of High Court (or any provision amending or in substitution for the same) or otherwise;
- (u) to represent all the Owners (other than F.S.I. and Government Property Administrator) in all matters and dealings with the Government or any statutory body or any utility company or any competent authority or any other person whomsoever in any way touching or concerning the Lot and the Estate as a whole, or its equipment apparatus services or facilities forming parts of the Common Facilities;
- (v) subject to Clause (6:12) hereof, to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects and other professional advisers and consultants, contractors, workmen, servants,

agents (including professional property management company), watchmen, caretakers, technical and administrative staff and other building staff and attendants and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Lot and the Estate or the management thereof on behalf of all the Owners for the time being;

- (w) to take all steps necessary or expedient for complying with the Government Grant and any statutory or Governmental requirements concerning or relating to the Lot and/or the Estate for which no Owner, tenant or occupier of the Lot and/or the Estate is solely responsible;
- (x) to demand collect and give receipts for all amounts payable by the Owners under the provisions of this Deed;
- (y) to enforce the due observance and performance by the Owners of the terms and conditions of this Deed and those of the Government Grant and to take action in respect of any breach thereof including the commencement conduct and defence of any legal proceedings and the registration and enforcement of charges as hereinafter mentioned;
- (z) unless otherwise directed by the Owners' Corporation, to effect and update insurance in respect of the Common Areas and the Common Facilities up to their full new reinstatement value against loss or damage by fire and water and such other risks or perils and to effect and update public, occupier's and employer's liability insurance or alternatively to procure block insurance for the Estate as a whole including those areas which are not the Common Areas and the Common Facilities against such loss or damage or risk and in such amount as the Manager shall reasonably consider appropriate, such insurance to be in the name of the Manager for and on behalf of itself as manager and the Owners according to their respective interests in the Lot and the Estate and to pay all premia required to keep such insurance policies in force. The parts of the Common Areas and the Common Facilities, the risks and perils and the liability to be insured and the amount of insurance cover shall be reasonably determined by the Manager in accordance with good management practice;
- (aa) to keep proper accounts of all expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties hereunder as herein provided;
- (ab) to deal with all enquiries, complaints, reports and correspondence relating to the Estate (other than the Government Accommodation);
- (ac) to recruit and employ such staff as may from time to time be necessary to enable the Manager to comply with its duties hereunder on such terms as the Manager shall in its reasonable discretion decide and to provide guard rooms, office for watchmen/caretakers, uniforms, working clothes,

tools, appliances, cleaning and other materials and all equipment necessary therefor;

- (ad) to keep the Recreational Areas and the Recreational Facilities and all ancillary equipment and structures in good repair and condition and properly cleaned and to employ staff to supervise their use, to insure against liability of persons using the same and to make, vary and enforce regulations regarding the persons using the same, the hours of use, maintenance, management and all other matters relating thereto;
- (ae) to pay and discharge out of all monies collected from the Owners under Clause (3:05:01) of this Deed all outgoings relating to the management of the Lot and the Estate;
- (af) to allocate or apportion the salary or remuneration payable to managerial or management staff;
- (ag) to do all such other things as are reasonably incidental to the management of the Lot and the Estate in accordance with the terms and conditions of this Deed and the Government Grant or for the common benefit of the Owners;
- (ah) without prejudice to sub-clause (ar) below and Clause (43) in the Fourth Schedule hereto, to manage and maintain any areas outside the boundary of the Lot (other than (i) the Green Areas, the Green Stippled Black Area and the Structures all referred to in Special Condition No.(5) of the Government Grant, (ii) the Reserved Area referred to in Special Condition No.(11) of the Government Grant, (iii) the Yellow Area and the Reprovisioned Public Open Space both referred to in Special Condition No.(12) of the Government Grant, (iv) the Brown Areas and (v) the Projecting Verandahs) which the Grantee (as defined under the Government Grant) of the Lot is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (except where the relevant obligation is required to be performed and observed by the First Owner as the original grantee of the Lot only excluding its assigns under the Government Grant) and to carry out works or take steps in compliance with the obligations imposed on the Owners under the Government Grant in connection with the said areas;
- (ai) to charge a prescribed fee for entry into and/or use of the Recreational Areas and the Recreational Facilities or any part thereof of such amount as the Manager shall in its reasonable discretion deem fit provided that all such prescribed fees collected shall form part of the Management Fund to be utilised towards the management, maintenance and repair of the Residential Common Areas and the Residential Common Facilities;
- (aj) subject to the approval of the Owners' Committee or the Owners' Corporation (if formed) and subject to Clause (3:02:01)(r) hereof, to

lease, license, install or contract for the leasing, licensing, installation of the communal radio and/or television aerials and/or satellite dishes and/or satellite master antenna television system and/or cable television system and/or internet services or other transmission device which serve the Estate and all monies received shall be held as part of the Management Fund of the Estate and be credited and applied accordingly;

- (ak) to remove any dogs, cats or other animals or fowls from the Lot and the Estate, if in the reasonable opinion of the Manager, such animals or fowls are causing a nuisance to other Owners or occupiers of the Lot and the Estate;
- (al) to provide such Christmas, Chinese New Year, festive and other decorations and to organise such celebrations or activities for the Estate as the Manager shall in its reasonable discretion consider desirable;
- (am) to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and for such purpose to engage a landscape architect or consultant;
- (an) subject to the rights of F.S.I. as the Owner of the Government Accommodation and the prior approval of the Owners' Committee or the Owners' Corporation (if formed), to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Common Facilities, and subject to the additional prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed to grant licences to other persons to install or affix chimneys, flues, pipes or any other structures or facilities on or within the Common Areas, and on such terms and conditions and for such consideration as the Manager shall in its reasonable discretion consider appropriate Subject Always to the provisions of the Government Grant and this Deed PROVIDED THAT all income arising therefrom shall form part of the Management Fund and be dealt with in accordance with the provisions of this Deed and PROVIDED THAT any payment received for the approval must be credited to the relevant Special Fund and PROVIDED FURTHER THAT the grant of such franchises, leases, tenancy agreements and licences shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the part of the Estate to which he is entitled or impede or restrict the access to and from any such part of the Estate and PROVIDED FURTHER THAT no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation;
- (ao) to impound and/or remove any vehicle or motor cycle parked anywhere on or in the Common Areas not so designated for parking or any vehicle or motor cycle parked on or in any of the Visitors' Car Parks or the loading and unloading spaces forming parts of the Common Areas without the consent of the Manager or which shall cause an obstruction or which is contrary to the provisions of this Deed or the Estate Rules or



the owner of which vehicle or motor cycle has defaulted in payment of parking fees and any damage caused to such vehicles or motor cycles during or as a consequence of such impoundment or removal shall be the sole responsibility of the owner thereof;

- (ap) to grant licence to use the Visitors' Car Parks, loading and unloading spaces or such parts of the Common Areas designated for parking of vehicles or motor cycles on such terms and conditions and for such consideration as the Manager shall in its reasonable discretion consider appropriate and all monies received shall form part of the Management Fund;
- (aq) to make rules to protect the environment of the Estate and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection;
- (ar) to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition and carry out any necessary works in respect of the Slope and Retaining Structures (if any) in compliance with the Government Grant and in particular in accordance with the Geoguide 5 - Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Maintenance Manual (if any) and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of the Slope and Retaining Structures (if any). For this purpose, the Manager shall have the right to demand from the Owners, and the Owners shall be liable to pay, such contributions to all the costs lawfully incurred or to be incurred in carrying out such maintenance and repair and any other works in respect of the Slope and Retaining Structures by way of a lump sum or instalments or otherwise as the Manager shall decide. Provided that the Manager shall not be made personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners. For the purpose of this Clause, the Manager shall include any Owners' Committee and the Owners' Corporation;
- (as) in the event of the covenants contained in Clauses (39) and (44) in the Fourth Schedule hereto being in breach, the Manager without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owner to rectify the breach as soon as practicable and if necessary to reinstate the Non-enclosed Area to their original state under the Approved Plans and if the defaulting Owner shall fail to comply with the Manager's demand, the Manager shall have the right to take necessary steps to secure compliance with the aforesaid covenant including but not limited to the right to enter upon the Residential Unit concerned (including the Non-enclosed Area provided therein) and

remove any fences, awning, grilles or any structures or things which are installed, exhibited, affixed, erected or attached to the Non-enclosed Area or the Residential Unit which are in breach of the aforesaid covenant. The defaulting Owner shall pay to the Manager all costs incurred by the Manager for and in relation to the steps taken by the Manager for the aforesaid purpose and all costs recovered by the Manager shall be credited to the Management Fund or the Special Fund from which the costs incurred by the Manager was drawn;

- (at) to organise such social activities whether within or outside the Estate (other than the Government Accommodation) as the Manager may reasonably consider appropriate to promote the neighbourhood relationship of the Owners and the occupiers and to charge a reasonable fee therefor PROVIDED THAT any part of such fee so charged and received by the Manager as aforesaid which have not been used for the purpose of such activities shall be credited to the Management Fund for the benefit of the Owners;
- (au) to implement the Fire Safety Management Plan and to enforce due observance and performance by the Owners of the terms of the Fire Safety Management Plan;
- (av) to discontinue the provision of management services to Owners who fail to pay fees or to comply with any other provisions under this Deed;
- (aw) upon request of the Owner of the Government Accommodation, to maintain services, facilities and installations serving exclusively the Government Accommodation and collect the reimbursement of the costs expended in carrying out such maintenance on condition that the maintenance will not be carried out until the Manager has submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary and the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance work to be carried out by the Manager;
- (ax) to manage and maintain the Items;
- (ay) to deal with and collect from F.S.I. as the Owner of the RCHE cum CSSC and the RCHE Parking Space of the Government Accommodation in respect of the payment by F.S.I. as referred to in Special Condition No.(44)(a)(ii)(I)(C) of the Government Grant and the payment by F.S.I. as referred to in Special Condition No.(44)(a)(ii)(II) of the Government Grant;
- (az) when called upon to do so by the Director of Lands, to execute all necessary works for the temporary closure of any opening or openings in the buildings or buildings erected or to be erected on the Lot to be connected to the Future MTR Subway as shall be required or approved

by the Director of Lands in accordance with Special Condition No.(47)(d) of the Government Grant;

- (ba) to charge a prescribed fee for use of any of the loading and unloading spaces forming part of the Estate Common Areas of such amount as the Manager shall in its reasonable discretion deem fit provided that all such prescribed fees collected shall form part of the Management Fund to be utilised towards the management, maintenance and repair of the Estate Common Areas and the Estate Common Facilities;
  - (bb) upon giving reasonable prior notice to the Owners (save and except in case of emergency), to temporarily close or suspend the use of any part of the Common Areas and the Common Facilities for safety reason and/or in the course of construction of the Estate or any part thereof and for this purpose to take any necessary measure or make any rule in such manner as the Manager shall think fit after obtaining approval or consent from the Owners' Committee (if any) or Owners' Corporation (if formed) PROVIDED that the rights easements and privileges reserved to F.S.I. in the Government Grant and this Deed shall not be affected and PROVIDED FURTHER that except in the case of emergency, the use and enjoyment of the Government Accommodation and the Items shall not be affected;
  - (bc) when called upon to do so by the Director of Lands, to execute all necessary works for the temporary closure of any opening or openings in the building or buildings erected or to be erected on the Lot to be connected to the Proposed Subway as shall be required or approved by the Director of Lands in accordance with Special Condition No.(67)(d) of the Government Grant; and
  - (bd) to conduct regular inspection of the low voltage switch room at the Mezzanine Floor of the building on Site B being part of the Estate Common Areas in order to facilitate early identification of any water seepage symptoms which shall be remedied by the relevant responsible parties.
- (3:02:02) (a) Subject to sub-clauses (b) and (c) below, 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\$200,000.00 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 Building Management Ordinance (Cap.344).

- (b) Subject to sub-clause (c) below, 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 annual 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 Building Management Ordinance (Cap.344); 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 Building Management Ordinance (Cap.344); 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) Sub-clauses (a) and (b) above do not apply to any supplies, goods or services which but for this sub-clause would be required to be procured by invitation to tender (referred to in this sub-clause as "relevant supplies, goods or services"):
- (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.

(3:02:03) Notwithstanding anything herein contained, the Manager shall not (except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed) be entitled to effect any improvements to the facilities or services in or on the Lot and/or the Estate which involves expenditure in excess of 10% of the current annual budget referred to in Clause (3:07:01) of this Deed.

(3:02:04) The Manager shall have power from time to time before the formation of the Owners' Committee and if the Owners' Committee or the Owners' Corporation is formed, then subject to the approval of the Owners' Committee or the Owners' Corporation (as the case may be), to make and amend rules regulating the use occupation and maintenance of the Lot and/or the Estate or any particular part thereof and any of the buildings, structures, facilities, services or amenities thereof and the conduct of persons occupying using or visiting the same but the Estate Rules must not be inconsistent with or contravene this Deed, the Building Management Ordinance (Cap.344) or the terms of the Government Grant and such Estate Rules shall be binding on all of the Owners of the Estate and their tenants, licensees, servants or agents but shall not adversely affect or interfere with the use, operation and enjoyment of the Government Accommodation. A copy of the Estate Rules from time to time in force shall be posted on the public notice board in the Estate and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges and such charges shall be credited to the Management Fund.

(3:02:05) All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being but subject to the rights and privileges of F.S.I. and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to F.S.I. in this Deed and the Government Grant.

(3:02:06) Subject to the rights of the Owner of the Government Accommodation as provided in the Government Grant and this Deed, neither the Manager nor any employees

contractors servants agents or other person employed by the Manager shall be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owners or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance of or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees contractors servants agents or such other person employed by the Manager and the Owners shall fully and effectually indemnify the Manager or its employees contractors servants agents or such other person employed by the Manager from and against all actions, proceedings, claims and demands whatsoever and from all costs and expenses in connection therewith arising out of any act, deed, matter or thing done or omitted by the Manager or its employees contractors servants agents or such other person employed by the Manager in pursuance of or purported pursuance of the provisions of this Deed not involving criminal liability, dishonesty or negligence on the part of the Manager or its employees contractors servants agents or such other person employed by the Manager.

(3:02:07) The Manager shall have the right with or without workmen :-

- (a) upon reasonable notice (except in case of emergency) to enter upon any part of the Lot or the Estate or any of the Units as may be necessary for the purpose of effecting necessary inspection, maintenance (excluding decoration), replacement, cleaning, painting and repairs to the Estate or any part or parts thereof or the Common Areas and Common Facilities and/or abating any hazard or nuisance which does or may affect the Common Areas or Common Facilities or other Owners and also for the purpose of inspecting replacing repairing cleaning and maintaining any of the water mains and pipes or other apparatus and equipment serving any part of the Lot and/or Estate whether or not the same belong exclusively to any one Unit and, if the water mains and pipes or the apparatus and equipment or the item of repair shall belong exclusively to one Unit and the Owner of that Unit fails to repair or replace such water mains and pipes or the apparatus and equipment or item of repair within reasonable time after receipt of the request of the Manager, to charge the Owner the cost of repairing and/or replacement Provided that the Manager shall cause as little disturbance as possible when carrying out such works and repair at its own costs and expenses any damage caused thereby and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager or its employees contractors servants and agents Provided further that prior approval to enter upon the Government Accommodation is required (except in emergency) and Provided Further That in case of the Manager exercising its right of entry into the Government Accommodation pursuant to this Clause, such entry shall be for the purposes of inspection, replacement, cleansing, maintenance and repair only and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation or any part thereof and reinstate any areas affected; and
- (b) to provide within the Common Areas and Common Facilities such fixtures, fittings and furniture and other equipment as it may consider appropriate and to repair, replace and maintain the same and the costs,

charges and expenses thereof shall form part of the cost of the management under separate management accounts as referred to in Clause (3:07:03) of this Deed.

(3:02:08) The Manager, its employees, contractors, servants, agents or other persons employed by the Manager shall not be liable for any interruption in any of the services hereinbefore mentioned by reason of necessary maintenance of any installations, apparatus, equipment, or damage thereto or destruction thereof by fire, water or Act of God or by reason of mechanical or other defect or breakdown or inclement weather conditions or unavoidable shortage of fuel, materials, water, labour or other cause beyond the Manager's control nor for the security or safekeeping of the Lot and the Estate or any persons or contents therein Provided that the Manager shall be liable for the negligent, wilful or criminal acts of the Manager or its employees, contractors, servants, agents and other persons employed by the Manager.

(3:02:09) The Manager shall ensure that its servants, agents, contractors or other persons employed or appointed by the Manager remain responsible and answerable to the Manager.

(3:03) The Manager's Remuneration

(3:03:01) The Manager's Remuneration (expressed as a monthly amount) shall be the sum equivalent to 10% of the Management Expenses. No variation of the aforesaid percentage may be made except with approval by a resolution of Owners at an Owners' meeting convened under this Deed. The Manager's Remuneration shall be paid by the Owners monthly in advance on the first day of every calendar month by reference to the total budgeted Management Expenses with adjustment to be made at the end of each accounting year when the total Management Expenses are ascertained. For the purpose of calculating the Manager's Remuneration, the Management Expenses shall exclude (i) the Manager's Remuneration itself and (ii) any Capital Expenditure or expenditure drawn out of the Special Funds Provided that by a resolution of Owners at an Owners' meeting convened under this Deed, any Capital Expenditure or expenditure drawn out of the Special Funds may be included for calculating the Manager's Remuneration at the aforesaid rate or at such lower rate as the Owners may consider appropriate.

(3:03:02) The Manager's Remuneration shall not be subject to any requirement that the Manager shall disburse from such money to meet expenses in respect of any staff (whether managerial or otherwise), facilities, accountancy services or other professional services, the cost for which shall be a direct charge upon the Management Fund.

(3:04) Management Expenses

(3:04:01) For the purpose of fixing the contributions payable by the Owners, the Manager shall prepare the budgets referred to in Clause (3:07:01) of this Deed.

(3:04:02) The said budgets shall cover all costs expenses and outgoings incurred in relation to the management of the Lot and the Estate including without limiting the generality of the foregoing the following items :-

- (a) Government Rent (before separate assessment of individual Units has been made by the Government) and all sums payable under the Government Grant (if any);
- (b) the cost of carrying out all or any of the duties of the Manager set out in Clause (3:02) of this Deed;
- (c) the cost of purchasing or hiring all necessary plant, equipment, apparatus, tools and machinery;
- (d) remuneration and expenses including but not limited to salaries, bonuses (if any), provident fund, long service payment and other statutory payments under the Employment Ordinance or other applicable ordinances and premium for employee's medical insurance for all management staff, caretakers, security guards, watchmen, cleaners, attendants, gardeners and such other staff as may be required for the proper management of the Lot and the Estate;
- (e) all reasonable professional fees and costs incurred by the Manager including :-
  - (i) fees and costs of surveyors, rating surveyors, valuers, architects, engineers and others employed in connection with the management, maintenance and improvement of the Lot and the Estate;
  - (ii) solicitors and other legal fees and costs incurred in the exercise of its rights, powers and duties under this Deed; and
  - (iii) fees and costs of any accountants, auditors and/or any other consultants employed in connection with the accounts or the Manager's statements as hereinafter referred to;
- (f) all water, gas, electricity, telephone and other service charges for or in connection with the Lot and the Estate and not being in respect of the use of or consumption in any particular Unit or other area (if any) enjoyed exclusively by one Owner;
- (g) the cost of all fuel and oil incurred in connection with the operation of the plant, equipment and machinery provided by the Manager for the benefit of the Lot and the Estate and the Owners thereof commonly;
- (h) the cost of providing emergency generators (if any) and the cost of providing emergency lighting of the Lot and the Estate;
- (i) the cost of effecting insurance in respect of public liability, occupier's liability, employer's liability, employees' compensation and fire and other perils in respect of the Common Areas and Common Facilities and structures, equipment and utensils intended for common use;



- (j) all charges, assessments, impositions and other outgoings payable by the Owners in respect of all parts of the Common Areas;
- (k) the cost of postage, stationery, printing and other sundry items incurred by the Manager in connection with the management of the Lot and the Estate;
- (l) the cost of maintaining in good order and repair all Common Areas, Common Facilities and any other facilities related to the provision of services within the Lot and the Estate;
- (m) any other expenditures which are necessary for the good estate management of the Common Areas and Common Facilities;
- (n) auditor's fees;
- (o) secretarial and accounting charges in connection with the management of the Lot and the Estate;
- (p) salaries and bonuses (if any) of administrative and clerical staff employed by the Manager for the administration and management of the Lot and the Estate or such proportionate part thereof which are provided by the head office of the Manager for the Estate as well as any other lands, estates and buildings;
- (q) the cost of operating, managing and keeping in good clean repair and condition the Recreational Facilities including the general expenditure for cost of staff and (if applicable) water charges, lighting and air-conditioning;
- (r) the cost for cultivation, irrigation and maintenance of the lawns, planters and landscaped areas on the Common Areas;
- (s) the cost incurred in connection with the management and maintenance of the Items and any areas outside the boundary of the Lot (other than (i) the Green Areas, the Green Stippled Black Area and the Structures all referred to in Special Condition No.(5) of the Government Grant, (ii) the Reserved Area referred to in Special Condition No.(11) of the Government Grant, (iii) the Yellow Area and the Reprovisioned Public Open Space both referred to in Special Condition No.(12) of the Government Grant, (iv) the Brown Areas and (v) the Projecting Verandahs) which the Grantee (as defined under the Government Grant) of the Lot is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (except where the relevant obligation is required to be performed and observed by the First Owner as the original grantee of the Lot only excluding its assigns under the Government Grant) pursuant to Clause (3:02:01)(ah) of this Deed;

- (t) the cost of engaging suitable qualified personnel to inspect keep and maintain in good substantial repair and condition the Slope and Retaining Structures (if any) in compliance with the Government Grant and in accordance with the Maintenance Manual (if any) and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of the Slope and Retaining Structures (if any) and all costs incurred or to be incurred in carrying out maintenance, repair and any other works in respect of the Slope and Retaining Structures (if any);
- (u) the cost for organizing activities for owners/occupiers of the Estate to participate; and
- (v) subject to Clause (52) of the Fourth Schedule hereto, the cost incurred in connection with the implementation of the Fire Safety Management Plan and the enforcement of due observance and performance by the Owners of the terms of the Fire Safety Management Plan.

(3:05) Payment of Management Expenses and Special Funds and Enforcement Provisions

(3:05:01) Subject to the terms of the Seventh Schedule to this Deed,

- (a) the Owners of each of the Units (save and except the Owner of the Government Accommodation) shall pay to the Manager monthly in advance the Management Fee in proportion to the Management Shares as set out in the Second Schedule hereto PROVIDED THAT no Owner shall be called upon to pay more than his appropriate shares of the Management Expenses as stated in the following:
  - (i) where any expenditure relates to or is for the benefit of the Lot and the Estate (but does not relate solely to or is not solely for the benefit of any Unit, Residential Common Areas, Residential Car Park Common Areas, Residential Common Facilities or Residential Car Park Common Facilities), the Estate Common Areas and/or the Estate Common Facilities the full amount of such expenditure shall be apportioned between all the Owners of the Estate (save and except the Owner of the Government Accommodation) in proportion to the number of Management Shares held by them;
  - (ii) where any expenditure relates solely to or is solely for the benefit of the Residential Units (but does not relate solely to or is not solely for the benefit of any particular Residential Unit), the Residential Common Areas and/or the Residential Common Facilities the full amount of such expenditure shall be apportioned

between the Owners of the Residential Units in proportion to the number of Management Shares held by them;

- (iii) where any expenditure relates solely to or is solely for the benefit of the Residential Car Parks (but does not relate solely to or is not solely for the benefit of any particular Residential Car Park), the Residential Car Park Common Areas and/or the Residential Car Park Common Facilities the full amount of such expenditure shall be borne by the Owners of the Residential Car Parks in proportion to the number of Management Shares held by them;
  - (iv) where any expenditure relates solely to or is solely for the benefit of a Unit, the full amount of such expenditure shall be borne by the Owner of such Unit;
- (b) if the total contribution receivable as aforesaid by the Manager shall be insufficient to meet the Management Expenses and the Manager's Remuneration for any reason whatsoever, any shortfall, whether incurred or to be incurred over and above the said budgeted sum, shall be carried forward to and recouped by adjusting the annual budget and the Management Fee for the next accounting year provided always that the Manager may, at its discretion from time to time, demand from the Owner of each Unit on giving not less than one month's prior notice in writing the additional monthly contribution payable by each Owner save that in exceptional circumstances such additional contribution may be recovered by special contribution in one lump sum as the Manager shall in its absolute discretion deem fit to meet the shortfall in Management Expenses and the Manager's Remuneration;
- (c) if there should be any surplus in the total amount of additional contributions from the Owners as aforesaid after payment of all the cost charge and expenses then such surplus shall be held by the Manager and be deposited in a bank account and shall only be applied by the Manager in or towards payment of future Management Expenses as the Manager shall decide;

Provided That where any expenditure has been incurred solely for the benefit of an Owner or group of Owners the Manager may charge that expenditure directly to that Owner or those Owners in such proportion as it may reasonably determine.

(3:05:02) Subject to the terms of the Seventh Schedule to this Deed, the Manager shall from time to time notify each Owner in writing in the manner hereinafter mentioned of the amount of the monthly Management Fee estimated as aforesaid and such amount shall be payable by each Owner monthly in advance from the date specified in the relevant notice, the initial monthly Management Fee being payable from and exclusive of the date of the assignment in their favour as the Owners.

(3:05:03) The Management Fee shall be subject to adjustment from time to time according to the costs of providing the above services estimated herein Provided no adjustment shall affect the proportion of contribution in respect of each Unit as mentioned in Clause (3:05:01)(a). Notice of such adjustment shall be given by the Manager in writing at least one month prior to such adjustment.

- (3:05:04) (a) Except where the First Owner has made payments in accordance with Clause (3:05:04)(e) of this Deed and subject to the provisions of the Seventh Schedule hereto, each Owner (save and except F.S.I. as the Owner of the Government Accommodation) (being the assignee from the First Owner) shall immediately upon his becoming an Owner pay to the Manager a sum equivalent to three months' Management Fee for each Unit owned by him payable in accordance with the budget for the first year which shall be a non-refundable but transferable deposit by way of security against the liabilities for the observance and performance by the Owner of the covenants terms and conditions contained in this Deed. The deposit shall not be used by an Owner to set off against any contribution payable by him under this Deed. Notwithstanding the foregoing (and without prejudice to the rights of the Manager generally under this Deed) the Manager shall have the right to set off the deposit against any sums payable by an Owner under this Deed; the Manager shall be under no obligation to exercise such right of set off and, in any proceedings by the Manager against an Owner in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager has exercised its right of set-off under this Clause, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to three months' Management Fee for the Unit which he owns.
- (b) Except where the First Owner has made payments in accordance with Clause (3:05:04)(e) of this Deed and subject to the provisions of the Seventh Schedule hereto, each Owner (save and except F.S.I. as the Owner of the Government Accommodation) (being the assignee from the First Owner) shall immediately upon his becoming an Owner pay to the Manager a sum equivalent to two months' Management Fee for each Unit owned by him payable in accordance with the budget for the first year which shall be the Management Fee payable in advance for the first two months.
- (c) Except where the First Owner has made payments in accordance with Clause (3:05:04)(e) of this Deed, each Owner (being the assignee from the First Owner) of Residential Unit in the Estate shall immediately upon his becoming an Owner pay to the Manager such non-refundable and non-transferable sum equivalent to one month's Management Fee for each Residential Unit owned by him payable in accordance with the budget for the first year which shall be the debris removal charge. Any surplus debris removal charge not used for collection or removal of

debris shall be credited to the relevant Special Fund referred to in Clause (3:05:04)(d)(i) of this Deed.

(d) (i) There shall be established and maintained by the Manager :

- (1) an Estate Special Fund for the purposes of meeting Capital Expenditure in respect of the Estate Common Areas and the Estate Common Facilities, the contribution of which shall be made by all the Owners (save and except F.S.I. as the Owner of the Government Accommodation) as provided in Clause (3:05:04)(d)(ii) of this Deed;
- (2) a Residential Special Fund for the purposes of meeting Capital Expenditure in respect of the Residential Common Areas and the Residential Common Facilities, the contribution of which shall be made by all the Owners of the Residential Units as provided in Clause (3:05:04)(d)(ii) of this Deed;
- (3) a Residential Car Park Special Fund for the purposes of meeting Capital Expenditure in respect of the Residential Car Park Common Areas and the Residential Car Park Common Facilities, the contribution of which shall be made by all the Owners of the Residential Car Parks as provided in Clause (3:05:04)(d)(ii) of this Deed.

(ii) Except where the First Owner has made payments in accordance with Clause (3:05:04)(e) of this Deed and subject to the provisions of the Seventh Schedule hereto, each Owner (save and except F.S.I. as the Owner of the Government Accommodation) (being the assignee from the First Owner) shall immediately upon his becoming an Owner pay to the Manager a sum equivalent to two months' Management Fee for each Unit (other than the Government Accommodation) owned by him payable in accordance with the budget for the first year as the Owner's contribution to the relevant Special Funds referred to in Clause (3:05:04)(d)(i) of this Deed which contribution shall be non-refundable and non-transferable and shall only be used or expended by the Manager for the purposes for which they have been collected for costs, charges and expenses for Capital Expenditure. The Special Funds shall be established and maintained by the Manager to provide for Capital Expenditure, which includes, but is not limited to, expenses for the renovation, improvement and repair of the Common Areas and the Common Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and the Common Facilities and the costs

of the relevant investigation works and professional services. The Special Funds shall be trust funds held and managed by the Manager as trustee for all Owners and all sums therein shall be the property of all Owners. All monies received for the Special Funds shall be deposited by the Manager with a bank within the meaning of Section 2 of the Banking Ordinance in interest-bearing accounts designated for the purposes of the Special Funds the titles of which shall refer to the relevant Special Funds. Special reference shall be made to such Special Funds in the annual accounts and an estimate shall be given as to the time of any likely need to draw on such Special Funds. Except in a situation considered by the Manager to be an emergency, money must not be paid out of the Special Funds unless it is for a purpose approved by the Owners' Committee. The Manager must not use the Special Funds for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Estate. The amount of contribution by each Owner (save and except F.S.I. as the Owner of the Government Accommodation) to the Special Funds may be varied by a resolution passed by the Owners at a meeting of the Owners convened under this Deed.

- (e) Notwithstanding anything herein contained, if the First Owner remains the Owner of those Undivided Shares allocated to any Unit the construction of which has been completed and which remain unsold three months after the execution of this Deed or the date on which he is in a position to validly assign those Undivided Shares (i.e. when consent to assign or certificate of compliance has been issued), whichever is the later, the First Owner shall pay to the Manager such sums as provided in Clauses (3:05:04)(a), (c) and (d) of this Deed. The First Owner shall pay the Management Fee from the date of this Deed and make payments and contributions for those expenses which are of a recurrent nature for those Units and Undivided Shares unsold, provided however that the First Owner shall not be obliged to make payments and contributions in respect of Units and Undivided Shares allocated to a separate building or phase, the construction of which has not been completed, except to the extent that the building or phase benefits from provisions in this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining Slope and Retaining Structures (if any) or as to security etc. provided by the management of the completed parts) of the Estate. All outgoings including Management Fee and any Government rent up to and inclusive of the date of assignment of such Unit by the First Owner shall be paid by the First Owner. An Owner shall not be required to make any payment or reimburse the First Owner for the aforesaid outgoings.
- (f) Each Owner (save and except F.S.I. as the Owner of the Government Accommodation) (being the assignee from the First Owner) shall immediately upon his becoming an Owner reimburse and pay to the Manager a due proportion (according to the Management Shares

allocated to his Unit) of the public utilities deposits for the Common Areas and the Common Facilities which have been paid to the relevant utilities companies and such payment made by the Owner (save and except F.S.I. as the Owner of the Government Accommodation) shall be non-refundable but transferable.

For the purpose of this Clause (3:05:04), a Unit shall be considered as remaining unsold where no assignment has been entered into between the First Owner and a purchaser in respect of such Unit.

(3:05:05) Each Owner (save and except F.S.I. as the Owner of the Government Accommodation) covenants with the other Owners that he shall pay to the Manager on demand further periodic contributions to the relevant Special Funds and the amount to be contributed in each accounting year and the time when those contributions will be payable will be determined by a resolution of Owners at an Owners' meeting convened under this Deed.

(3:05:06) If any Owner (save and except F.S.I. as the Owner of the Government Accommodation) shall fail to pay any amount payable hereunder within 30 days of the date on which the demand is made as aforesaid, he shall further pay to the Manager :-

- (a) interest thereon calculated at the rate as determined by the Manager but not exceeding 2% per annum over the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on the outstanding amount due from the Owner for the period during which it remains unpaid;
- (b) a collection charge as determined by the Manager but not exceeding 10% of the amount due (other than legal costs of proceedings as hereinafter mentioned); and
- (c) all legal costs (on a solicitor and own client basis) incurred in or in connection with recovering the amount due.

(3:05:07) Subject to the terms of the Seventh Schedule to this Deed, all amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all legal costs and all other expenses incurred in or in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager (and the claim in any such action may include a claim for the solicitor and own client costs of the Manager in such action and the defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent or agents for and on behalf of all the Owners of the Lot and the Estate (other than the defaulting Owner) as a whole and no Owner being sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

(3:05:08) Subject to the terms of the Seventh Schedule to this Deed, in the event of any Owner failing to pay any sum due and payable by him in accordance with the provision of

this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within 30 days of the date on which the same became payable, the amount thereof together with interest as aforesaid and the said collection charge and all such legal costs and expenses which may be incurred in recovering or attempting to recover the same including the costs referred to in Clause (3:05:07) of this Deed shall stand charged on the Undivided Share(s) and the Unit(s) of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the Undivided Share(s) and the Unit(s) of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment and the aforesaid sums have been satisfied.

(3:05:09) Subject to the terms of the Seventh Schedule to this Deed, any charge registered in accordance with Clause (3:05:08) of this Deed shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share(s) of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the Unit(s) held therewith and the provisions of Clause (3:05:07) of this Deed shall apply equally to any such action.

(3:05:10) The Manager shall further have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner, and any person occupying any Unit, of the covenants conditions and provisions of this Deed and of recovering damages for the breach non-observance or non-performance thereof. The provisions of Clauses (3:05:07), (3:05:08) and (3:05:09) of this Deed shall apply to all such proceedings and to the recovery of any costs, damages or other moneys awarded therein.

(3:05:11) All damages recovered in any such proceedings and all amounts recovered shall be held by the Manager who shall apply the same towards rectifying the default (if any) to which they relate and any surplus thereof together with all interest on amount unpaid and collection charge shall be credited to the relevant Special Fund held for the particular part of the Estate of which the Unit of the defaulting Owner forms part.

(3:05:12) Notwithstanding the powers conferred on the Manager by this Deed, any one or more Owners shall be entitled to take action to enforce the provisions of this Deed and, if at any time no Manager is appointed or acting hereunder or any Manager so appointed or acting refuses or fails to enforce any of the provisions of this Deed, any one or more Owners appointed by resolution passed in a meeting of Owners shall be entitled to sue any defaulting Owner on behalf of himself or themselves and all other Owners and the provisions of Clause (3:05:07), (3:05:08) and (3:05:09) of this Deed shall apply mutatis mutandis to any action or proceedings brought by such Owner or Owners and to the recovery of any costs, damages or other moneys awarded therein.

#### (3:06) Management Fund and Special Funds

(3:06:01) The Management Fund collected by the Manager in the exercise of its powers and duties hereunder shall be held and deemed to be held by the Manager as trustee for and on behalf of all the Owners or the relevant Owners (as the case may be) and unless otherwise authorized by the Owners or the Owners' Committee or the Owners' Corporation (if formed) must be paid by the Manager into a specially designated interest bearing account in respect of



the Lot and the Estate at a licensed bank Provided that the Manager may retain a reasonable amount to cover day-to-day expenditure; such amount to be approved from time to time by the Owners or the Owners' Committee or the Owners' Corporation (if formed).

(3:06:02) Where any consent is required from the Manager by any Owner pursuant to the terms of this Deed, such consent shall not be unreasonably withheld and the Manager shall not charge any fee other than a reasonable administrative fee for processing and issuing such consent and such fee for the granting of such consent shall be credited to the relevant Special Fund held for the particular part of the Estate of which the Unit of the Owner seeking the consent forms part Provided that any consent to be issued to the Owner of the Government Accommodation shall be provided free of charge.

(3:06:03) Any person ceasing to be the Owner of any Undivided Share(s) shall in respect of the Undivided Share(s) of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager (including but not limited to any deposit and his contribution to the Special Funds payable under Clause (3:05:04) of this Deed) to the intent that all such funds shall be held and applied for the management of the Lot and the Estate irrespective of changes in ownership of the Undivided Share(s) therein PROVIDED that any deposit paid by any such Owners or the balance thereof and still held by the Manager may be transferred into the name of the new Owner of such Undivided Share(s) upon the express written request of the outgoing Owner And PROVIDED THAT upon the Lot reverting to the Government and no renewal or regrant thereof being obtainable or upon the rights and obligations hereunder being extinguished any balance of the deposit, Special Funds and Management Fund, or in the case of extinguishment of rights and obligations as aforesaid, an appropriate part of the Special Funds and Management Fund, shall be divided proportionately between the relevant Owners of the Undivided Shares in accordance with the proportion of the Management Shares held by the relevant Owners immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished in the same proportion.

(3:07) Preparation of Budget, Management Records and Accounts

(3:07:01) For the purpose of fixing the Management Fee and other monies payable by the Owners, the Manager shall prepare an annual budget showing the estimated Management Expenses and Manager's Remuneration for the ensuing accounting year (as defined in Clause (3:07:02) of this Deed); such budgets except the first one shall be prepared in consultation with the Owners or the Owners' Committee or the Owners' Corporation (if formed). For the purpose of fixing the amount of Government Accommodation Maintenance Expenses payable by the Owner of the Government Accommodation, the Manager shall prepare an annual budget showing the estimated Government Accommodation Maintenance Expenses for the ensuing accounting year (as defined in Clause (3:07:02) of this Deed). Under the Seventh Schedule of this Deed, the approval of the Government Property Administrator or person nominated by the Director of Lands is required before any liability for payment of any management and maintenance charges in respect of the Government Accommodation comes into effect.

(3:07:02) The first accounting year for the purpose of management of the Lot and the Estate shall commence from the date of this Deed and shall terminate on the 31<sup>st</sup> day of December in the same year PROVIDED that if the duration of the first accounting year shall

be less than SIX calendar months then the first accounting year shall extend to and end on the 31<sup>st</sup> day of December of the next succeeding year and thereafter the accounting year shall commence on the 1<sup>st</sup> day of January of that year and shall terminate on the 31<sup>st</sup> day of December in the same year PROVIDED ALWAYS that the Manager may only change the accounting year once in every five years and shall not change the accounting year more than once in every five years unless that change is previously approved by a resolution of the Owners' Committee (if any).

(3:07:03) The Manager shall prepare and keep true and proper accounts of all monies received in the exercise of its powers and duties hereunder and all expenditures thereof and shall keep separate management accounts and budgets for the whole of the Lot and the Estate and the different parts thereof as referred to in Clause (3:05:01)(a) of this Deed. The Manager shall further produce all such accounts for inspection and taking copies thereof by the Owners on reasonable notice being given and on payment of reasonable copying charges which shall be credited to the Management Fund.

(3:07:04) Within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period and display a copy of the summary and balance sheet in a prominent place in the Estate, and cause it to remain so displayed for at least 7 consecutive days.

(3:07:05) Within two months after the close of each accounting year the Manager shall prepare income and expenditure accounts and balance sheet in respect of the preceding accounting year which accounts will be certified by auditors as providing an accurate summary of all items of income and expenditure during that preceding accounting year. The Manager shall display a copy of the income and expenditure accounts and balance sheet in a prominent place in the Estate, and cause it to remain so displayed for at least 7 consecutive days.

(3:07:06) (a) The Manager shall appoint an auditor to audit the accounts and records of the Manager concerning the management of the Lot and the Estate and to certify the annual accounts as hereinbefore provided. The Manager may revoke the appointment of such firm and appoint another firm in its place at any time with the prior approval of the Owners' Committee or the Owners' Corporation (if formed).

(b) Notwithstanding anything herein provided and prior to the formation of the Owners' Corporation, the Owners at a meeting of Owners convened under this Deed shall have power to require the annual accounts to be audited by an independent auditor of their choice.

(3:07:07) (a) Within a reasonable time before the close of each accounting year the Manager shall prepare budgets for the ensuing accounting year which budgets shall include all sums which in the opinion of the Manager will be necessary to meet the Management Expenses and the Government Accommodation Maintenance Expenses for the then current accounting year and shall include an amount for contingencies. Such budgets for the Management Expenses except the first one shall be prepared in

consultation with the Owners or the Owners' Committee or the Owners' Corporation (if formed).

- (b) In the event that the Manager is of the opinion that any of the budgeted sums for the then current accounting year are insufficient to cover all expenditure which falls to be included in that budget it may prepare a revised budget or budgets in consultation with the Owners or the Owners' Committee or the Owners' Corporation (if formed).

(3:07:08) The Manager shall send to the Owners' Committee or the Owners' Corporation (if formed) a copy of such of the annual accounts, annual budgets, revised budgets or monthly accounts after the same shall have been prepared as herein provided and display the same in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days.

(3:07:09) The Manager shall invite each of the Owners to send their comments on the budget or revised budget prepared pursuant to Clause (3:07:07) of this Deed within a period of 14 days from the date the said budget or revised budget was sent to the Owners' Committee or the Owners' Corporation (if formed).

(3:07:10) Upon resignation or termination of service of any Manager, the outgoing Manager shall within the time prescribed by the Building Management Ordinance (Cap.344) hand over to the Owners or the Owners' Committee or the Owners' Corporation (if formed) all documents, records, plans and management accounts relating to the Lot and the Estate and other documents required by the Building Management Ordinance (Cap.344) and the management account shall be audited by an independent auditor. The Owners or the Owners' Committee or the Owners' Corporation (if formed) shall have the right to choose such independent auditor.

(3:07:11) As may be requested in writing by the Government Property Administrator, the Manager shall provide the F.S.I. free of charge with quarterly accounts, audited reports and budgets to justify the expenses incurred/estimated. Such accounts, reports, budgets or any notice and demand shall be sent free of charge to the F.S.I. by prepaid post or delivered by hand to the Government Property Administrator, Government Property Agency, 31<sup>st</sup> Floor, Revenue Tower, 5 Gloucester Road, Wanchai, Hong Kong or such other person and address nominated by the F.S.I. in writing.

#### (4) **OWNERS' COMMITTEE**

(4:01) As soon as practicable and in any event not later than nine calendar months from the date of this Deed, the Manager shall convene the first general meeting of all Owners (and to call further and subsequent meetings if required) for the purpose of electing the members and the chairman of the Owners' Committee or appointing a management committee for the purpose of forming the Owners' Corporation. The functions of the Owners' Committee shall include but not limited to the following :-

- (a) representing the Owners in all dealings with the Manager;
- (b) giving to and receiving from the Manager notices on behalf of the Owners;

- (c) undertaking such other duties as the Manager may, with the Owners' Committee's approval, delegate to the Owners' Committee; and
  - (d) exercising all other powers and duties conferred on the Owners' Committee by virtue of the Building Management Ordinance, this Deed and the Estates Rules.
- (4:02) (a) The Owners' Committee shall consist of 11 members elected by the Owners for the time being entitled to the exclusive use occupation and enjoyment of the Lot and/or the Estate or part thereof;
- (b) The members of the Owners' Committee shall be made up of :
- (i) 6 members as representatives of the Residential Units;
  - (ii) 3 members as representatives of the Commercial Accommodation;
  - (iii) 1 member as representative of the Site B Commercial Area;
  - (iv) 1 member as representative of the Residential Car Parks;
- (c) The quorum for the conduct of business at any meeting of the Owners' Committee shall be 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or three (3) members, whichever is greater and any resolution passed thereat shall be by a simple majority of those members present and voting at such meeting and F.S.I. as the Owner of the Government Accommodation is entitled to attend any meeting of the Owners' Committee. The members elected shall elect among themselves a Chairman of the Owners' Committee ("the Chairman") who shall hold office until the next annual general meeting. At a meeting of the Owners' Committee, each member present shall have 1 vote on a question before the Owners' Committee and if there is an equality of votes the Chairman shall have, in addition to a deliberate vote, a casting vote.
- (4:03) A member of the Owners' Committee shall cease to hold office if :-
- (a) he resigns by notice in writing to the Owners' Committee; or
  - (b) he ceases to be eligible or is not re-elected at the annual general meeting at which he stands for re-election; or
  - (c) he becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
  - (d) he becomes incapacitated by physical or mental illness or death.

In any of the events provided for in this Clause (4:03), the Owners' Committee shall have the right to fill the casual vacancy thereby created.

(4:04) The following persons shall be eligible for membership of the Owners' Committee:-

- (a) any Owner and, in the event of an Owner being a corporate body, any representative appointed by such corporate Owner. 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 being given to the Owners' Committee.
- (b) the husband or wife of any Owner or any adult member of the family of any Owner duly authorised by the Owner provided that such husband wife or adult member of the family resides in such Owner's Unit in the Lot and/or the Estate.

(4:05) The Owners' Committee shall meet at such times as occasion shall require.

(4:06) No resolution of the Owners' Committee should adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof. Unless with the consent of the representative from the Commercial Accommodation, no resolution of the Owners' Committee should affect the use, operation or maintenance of the Historical Buildings, the Turnaround and Lay-by Area, the Pavement and the Public Open Space or any part thereof provided that nothing in this provision shall prejudice the operation of the Building Management Ordinance (Cap.344).

(5) **MEETINGS OF THE OWNERS**

(5:01) In addition to the first Owners' general meeting as mentioned in Clause (4:01) of this Deed, from time to time as occasion may require there shall be meetings of the Owners for the time being to discuss and decide on matters concerning the Lot and/or the Estate as hereinafter mentioned and in regard to such meetings the following provisions shall apply :-

- (a) One such meeting to be known as the annual meeting shall be held, in so far as is practicable, once in each calendar year commencing with the year following the first Owners' general meeting mentioned in Clause (4:01) of this Deed, not earlier than 12 months and not later than 15 months after the date of the first or previous annual general meeting, for the purpose of electing the members of the Owners' Committee and transacting any other business of which due notice is given in the notice convening the meeting.
- (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business.
- (c) The Chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.

- (d) The procedure at a meeting of Owners shall be determined by the Owners.
- (e) Subject to Clauses (3:01:01), (3:01:02) and (6:10), resolutions shall be passed by a simple majority vote of those Owners present in person or by proxy at the meeting and voting in proportion to the number of Undivided Shares held.
- (f) Subject to Clauses (3:01:01), (3:01:02) and (6:10), any resolution on any matter concerning the Lot and the Estate passed at a duly convened meeting by a simple majority vote of the Owners present in person or by proxy and voting shall be binding on all the Owners entitled to attend and vote at such meeting PROVIDED that :-
  - (i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matters;
  - (ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;
  - (iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent herewith save as specifically provided herein or in the Government Grant;
  - (iv) no resolution should adversely affect the use, operation or maintenance of the Government Accommodation or the Historical Buildings, the Turnaround and Lay-by Area, the Pavement and the Public Open Space or any part thereof provided that nothing in this provision shall prejudice the operation of the Building Management Ordinance (Cap.344).
- (g) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- (h) In no circumstances shall more than one vote be cast in respect of each Undivided Share.

(5:02) Notwithstanding anything herein contained, the Manager or the Owners' Corporation or other person holding Undivided Shares relating to the Common Areas and Common Facilities as trustee for all the Owners pursuant to the provisions of the Government Grant or this Deed shall not be entitled to exercise any right of voting conferred on an Owner in respect of such Undivided Shares at any meeting whether under the provisions of this Deed, the Building Management Ordinance (Cap.344) or otherwise and shall not be liable to contribute to the Management Expenses and Manager's Remuneration under this Deed in respect of such Undivided Shares. Such Undivided Shares shall not be taken into account for the purpose of calculating the quorum of any meeting of the Owners or the percentage of Undivided Shares under Clauses (3:01:01), (3:01:02) and (6:10).

(6) **MISCELLANEOUS**

(6:01) Subject to Clause (6:02) of this Deed, no person shall after ceasing to be an Owner of any Undivided Shares be liable for any debts, liabilities or obligations under the covenants, terms and conditions of this Deed in respect of such Undivided Shares and/or the part of the Lot and/or the Estate held therewith save and except in respect of any breach non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.

(6:02) Each Owner shall on ceasing to be the Owner of any Undivided Shares notify the Manager of such cessation and of the name and address of the new Owner.

(6:03) All non-resident Owners shall provide the Manager with an address within Hong Kong for accepting service of process and notice under the terms of this Deed.

(6:04) All notices or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by pre-paid post to or left at the last known address (if any) of such Owner notified to the Manager or if a copy is left at or sent to the Unit of which the party to be served is the Owner notwithstanding that such party is not personally occupying the same.

(6:05) Where notices or service of process are to be given or effected to an Owner who is a mortgagee such notice or service shall be served or effected on the mortgagee if a company at its registered office or last known place of business in Hong Kong and if an individual at his last known address. All notices or service of process required to be given to the Manager shall be properly served if sent to the registered office of the Manager or left at the Manager's office in the Estate.

(6:06) Nothing herein shall prejudice or overrule the operation of the Building Management Ordinance (Cap.344) and the Schedules thereto or be in breach of the Government Grant and to the extent that any provisions contained herein shall be in conflict with either the said Ordinance or the Government Grant, the said Ordinance or the Government Grant (as the case may be) shall prevail.

(6:07) (a) Within one month of the date of this Deed, the First Owner shall at its own cost provide direct translation in Chinese of this Deed and shall deposit a copy of this Deed and the Chinese translation in the management office for inspection by all Owners free of costs and for taking of copies by the Owners at the Owners' expense and upon payment of a reasonable charge. All charges received shall be credited to the Estate Special Fund. In the event of any dispute as to the effect of the Chinese translation and the English document, the English version is to prevail.

(b) The First Owner shall deposit a full copy of the Maintenance Manual in the management office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies on payment of a reasonable charge all of which shall be credited to the Estate Special Fund.

(6:08) The Manager shall make available for inspection by the Owners during normal office hours free of costs and charges the copies of the plans showing all the Common Areas and additional Common Areas (certified as to their accuracy by the Authorized Person) and the Common Facilities and additional Common Facilities (in so far as it is practicable for

them to be identified on the plans) at the management office in the Estate. The Manager shall provide the Owner of the Government Accommodation with a copy of the said plans and any amendments that may be made thereto from time to time, free of costs and charges.

(6:09) The covenants and provisions of this Deed shall be binding on the First Owner and the Second Owner and their respective executors administrators successors in title and assigns and the benefit and burden of the covenants herein mentioned shall be annexed to every part of the Lot and the Estate and each Unit and shall run with the land and the interest therein of the First Owner and the Second Owner and the Conveyancing and Property Ordinance (Cap 219) shall apply to these presents.

(6:10) In the event of the whole or any part of the Estate being so damaged by fire, typhoon, earthquake, subsidence or other causes so as to render the same substantially unfit for habitation or use or occupation, the Owners of not less than 75% of the Undivided Shares of such damaged part (excluding the Undivided Shares allocated to the Common Areas and the Common Facilities of such damaged part) may convene a meeting of the Owners of such part of the Estate and such meeting may resolve on whether or not to rebuild or reinstate the damaged part of the Estate by a resolution of not less than 75% of the Owners present at the meeting and in the event of voting that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild such part of the Estate then in such event the Undivided Shares in and of such part of the Estate shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such Owners. All insurance money received in respect of any policy of insurance on such part of the Estate shall likewise be distributed amongst such Owners PROVIDED ALWAYS THAT if it is resolved to reinstate or rebuild such part of the Estate the Owners of such part of the Estate shall pay the excess of the cost of reinstatement or rebuilding of the relevant part of the Estate damaged as aforesaid over and above the proceeds recoverable from the insurance of such part of the Estate in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the relevant part of the Estate and be recoverable as a civil debt. The resolution passed in such meeting in the manner as aforesaid shall bind upon all the Owners of such damaged part of the Estate.

(6:11) All the provisions of the Schedules 7 and 8 to the Building Management Ordinance (Cap. 344) shall be incorporated in and form part of this Deed and shall prevail over any inconsistent provisions in this Deed. The First Owner shall deposit a copy of the said Schedules 7 and 8 (English and Chinese versions) in the management office for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received must be credited to the Estate Special Fund.

(6:12) The Manager may appoint or employ agents, contractors or sub-managers (including professional property management companies) to carry out various aspects of the management works or management works in respect of certain area(s) of the Estate but shall not transfer or assign his duties or obligations under this Deed to any of those persons and such person shall remain responsible to the Manager. The Manager shall at all times remain



responsible for the management and control of the Lot and the Estate (including any part thereof) and any provision in this Deed which takes away or reduces such responsibility shall be invalid but without prejudice to the enforceability of other provisions which are not in breach of or in conflict with this Clause.

(6:13) Each Owner (including the First Owner) and the Manager covenant with each other that they will comply with the terms and conditions of the Government Grant so long as such Owner and the Manager remain as an Owner or (as the case may be) the Manager of the Estate.

(6:14) (a) The First Owner shall compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations ("the Works Manual") setting out the following details :

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

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

(c) The Owners shall at their own expense inspect, maintain and carry out all necessary works for the maintenance of the Estate and their own Units including the Works and Installations Provided Always that the Owner of the Government Accommodation shall only be responsible for the maintenance and management of the Government Accommodation but not the remainder of the Estate in accordance with the provisions of this Deed and the Government Grant.

(d) All costs incidental to the preparation of the schedule of the Works and Installations and the Works Manual shall be borne by the First Owner.

(e) The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on any necessary revisions to be made to the schedule of the Works and Installations and the Works Manual (e.g. the addition of works and installations in the Estate, the updating of maintenance strategies in step with changing requirements etc.) from time to time as they shall deem fit, in which event the Manager shall procure from a qualified professional or consultant the revised schedule of the Works and Installations and the revised Works Manual within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed. All costs incidental to the preparation of the revised schedule of the Works and Installations and the revised Works Manual shall be paid out of the Estate Special Fund.

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

(6:15) Nothing contained herein shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance Cap.459, any regulations made thereunder and any amending legislation or such other Ordinances, Regulations which may amend or replace the said Ordinance (hereinafter referred to as "RCHE") or the use of the Lot or any part thereof or any building or part of any building erected thereon for the purpose of RCHE.

(6:16) Notwithstanding any terms contained in this Deed, the First Owner shall not represent F.S.I. or Government Property Administrator in any dealings with the Government directly affecting the Government Accommodation. The Government Property Administrator shall in its sole discretion determine whether or not the Government Accommodation is directly affected.

(6:17) Notwithstanding any terms contained in this Deed, F.S.I. as Owner of the Government Accommodation shall be exempted from the fitting out regulations (if any) and using the maintenance or service contractors nominated by the First Owner or the Manager.

(6:18) Subject to the rights of the Owner of the Government Accommodation as provided in the Government Grant and this Deed, each Owner shall observe and perform all the covenants agreements and conditions contained in the Government Grant and on the part of the Owner to be observed and performed so far as the same relate to the Undivided Shares of the Lot and the part of the Estate owned by such Owner and such Owner shall from time to time and at all times keep the other Owners of the Estate fully indemnified from and against all proceedings costs claims and expenses on account of any failure to perform and observe any of the said covenants agreements and conditions so far as they relate as aforesaid.

(6:19) The First Owner shall at its own expense provide temporary noise abatement and dust protection measures within the Estate in relation to the Units so as to minimise inconvenience to the other Owners from the continuing construction on the Lot.

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

THE FIRST SCHEDULE ABOVE REFERRED TO  
UNDIVIDED SHARES ALLOCATION

	<u>No. of Undivided Shares</u>
<b>Residential Units</b>	27,213
<b>Commercial Accommodation (excluding Turnaround and Lay-by Area, Pavement and Public Open Space)</b>	5,272
<b>Turnaround and Lay-by Area and Pavement</b>	13
<b>Public Open Space</b>	144
<b>Site B Commercial Area</b>	218
<b>Residential Car Parks</b>	611
<b><u>Government Accommodation</u></b>	
<b>RCHE cum CSSC</b>	542
<b>RCHE Parking Space</b>	6
<b>Refuse Collection Point</b>	210
<b>Public Toilet</b>	77
<b>Common Areas and Common Facilities</b>	2,000
<hr/>	
<b>Total Undivided Shares :</b>	<b><u>36,306</u></b>

**Allocation of Undivided Shares to each Residential Unit**

<u>Floor</u>	<u>Flat</u>	<u>No. of Undivided Shares allocated to each Residential Unit</u>	<u>Total</u>
<u>Tower 1</u>			
6 <sup>th</sup> (1 storey)	A	38	38
	B*	25	25
	C	18	18
	D	19	19
	E	18	18
	F*	22	22
	G	23	23
	H	18	18
	J	19	19
7 <sup>th</sup> - 9 <sup>th</sup> , 11 <sup>th</sup> - 28 <sup>th</sup> (18 storeys) (13 <sup>th</sup> , 14 <sup>th</sup> and 24 <sup>th</sup> Floors are excluded )	A	38	684
	B	25	450
	C	18	324
	D	19	342
	E	18	324
	F	21	378
	G	23	414
	H	18	324
	J	19	342
29 <sup>th</sup> - 37 <sup>th</sup> (8 storeys) (34 <sup>th</sup> Floor is excluded)	A	38	304
	B	25	200
	C	18	144
	D	19	152
	E	18	144
	F	21	168
	G	23	184
	H	19	152
	J	19	152
38 <sup>th</sup> (1 storey)	A#	87	87
	B*	54	54
	C*	54	54

Note: 10<sup>th</sup> Floor of Tower 1 is Refuge Floor

\*with Flat Roof(s)

# with Flat Roof(s) (including swimming pool located therein) and space for filtration plant pertaining thereto

<u>Floor</u>	<u>Flat</u>	<u>No. of Undivided Shares allocated to each Residential Unit</u>	<u>Total</u>
<u>Tower 2</u>			
6 <sup>th</sup>	A	32	32
(1 storey)	B	21	21
	C	18	18
	D*	14	14
	E*	14	14
	F	18	18
	G* (Duplex)	35	35
	H	18	18
	J*	22	22
	K	22	22
	L	13	13
	M*	22	22
	N*	14	14
	P*	14	14
	R*	14	14
7 <sup>th</sup> - 19 <sup>th</sup> , 25 <sup>th</sup> – 40 <sup>th</sup>	A	32	832
(26 storeys)	B	21	546
(13 <sup>th</sup> , 14 <sup>th</sup> and	C	18	468
34 <sup>th</sup> Floors are	D	14	364
excluded)	E	14	364
	F	18	468
	G (Duplex)	24	624
	H	18	468
	J	22	572
	K	22	572
	L	13	338
	M	21	546
	N	14	364
	P	14	364
	R	14	364
20 <sup>th</sup> and 41 <sup>st</sup>	A	32	64
(2 storeys)	B	21	42
	C	18	36
	D	14	28
	E	14	28
	F	18	36
	G (Duplex)	38	76
	H	18	36
	J	22	44
	K	22	44
	L	13	26
	M	21	42
	N	14	28
	P	14	28
	R	14	28

<u>Floor</u>	<u>Flat</u>	<u>No. of Undivided Shares allocated to each Residential Unit</u>	<u>Total</u>
21 <sup>st</sup> and 42 <sup>nd</sup> (2 storeys)	A	32	64
	B	21	42
	C	18	36
	D	14	28
	E	14	28
	F	18	36
	H	18	36
	J	22	44
	K	22	44
	L	13	26
	M	21	42
	N	14	28
	P	14	28
	R	14	28
23 <sup>rd</sup> (1 storey)	A	32	32
	B	21	21
	C	18	18
	D	14	14
	E	14	14
	F	18	18
	G (Duplex)	35	35
	H	18	18
	J	22	22
	K	22	22
	L	13	13
	M	21	21
	N	14	14
	P	14	14
	R	14	14
43 <sup>rd</sup> – 47 <sup>th</sup> (4 storeys) (44 <sup>th</sup> Floor is excluded)	A	48	192
	B	36	144
	C	38	152
	D	30	120
	E	31	124
	F	36	144
	G	39	156
48 <sup>th</sup> (1 storey)	A#	92	92
	B*	55	55
	C*	61	61
	D*	62	62

Note: 22<sup>nd</sup> Floor of Tower 2 is Refuge Floor

\* with Flat Roof(s)

# with Flat Roof(s) (including swimming pool located therein) and space for filtration plant  
pertaining thereto

<u>Floor</u>	<u>Flat</u>	<u>No. of Undivided Shares allocated to each Residential Unit</u>	<u>Total</u>
<u>Tower 3</u>			
6 <sup>th</sup> (1 storey)	A	25	25
	B	22	22
	C	18	18
	D	18	18
	E	18	18
	F	17	17
	G*	14	14
	H*	19	19
	J (Duplex)	36	36
	K	18	18
7 <sup>th</sup> - 19 <sup>th</sup> (11 storeys) (13 <sup>th</sup> and 14 <sup>th</sup> Floors are excluded)	A	25	275
	B	22	242
	C	18	198
	D	18	198
	E	18	198
	F	17	187
	G	14	154
	H	18	198
	J (Duplex)	25	275
	K	18	198
20 <sup>th</sup> (1 storey)	A	25	25
	B	22	22
	C	18	18
	D	18	18
	E	18	18
	F	17	17
	G	14	14
	H	18	18
	J (Duplex)	38	38
	K	18	18
21 <sup>st</sup> (1 storey)	A	25	25
	B	22	22
	C	18	18
	D	18	18
	E	18	18
	F	17	17
	G	14	14
	H	18	18
	K	18	18

<u>Floor</u>	<u>Flat</u>	<u>No. of Undivided Shares allocated to each Residential Unit</u>	<u>Total</u>
23 <sup>rd</sup> (1 storey)	A	25	25
	B	22	22
	C	18	18
	D	18	18
	E	18	18
	F	17	17
	G	14	14
	H	18	18
	J (Duplex)	36	36
	K	18	18
25 <sup>th</sup> - 33 <sup>rd</sup> (9 storeys)	A	25	225
	B	22	198
	C	18	162
	D	18	162
	E	18	162
	F	17	153
	G	14	126
	H	18	162
	J (Duplex)	25	225
	K	18	162
35 <sup>th</sup> - 40 <sup>th</sup> (6 storeys)	A	25	150
	B	22	132
	C	18	108
	D	18	108
	E	18	108
	F	18	108
	G	14	84
	H	18	108
	J (Duplex)	25	150
	K	18	108
41 <sup>st</sup> (1 storey)	A	25	25
	B	22	22
	C	18	18
	D	18	18
	E	18	18
	F	18	18
	G	14	14
	H	18	18
	J (Duplex)	38	38
	K	18	18



<u>Floor</u>	<u>Flat</u>	<u>No. of Undivided Shares allocated to each Residential Unit</u>	<u>Total</u>
42 <sup>nd</sup> (1 storey)	A	25	25
	B	22	22
	C	18	18
	D	18	18
	E	18	18
	F	18	18
	G	14	14
	H	18	18
	K	18	18
43 <sup>rd</sup> (1 storey)	A*	38	38
	B	39	39
	C	35	35
	D	35	35
	E*	41	41
45 <sup>th</sup> - 47 <sup>th</sup> (3 storeys)	A	37	111
	B	39	117
	C	35	105
	D	35	105
	E	40	120
48 <sup>th</sup> (1 storey)	A#	112	112
	B*	64	64

Note: 22<sup>nd</sup> Floor of Tower 3 is Refuge Floor

\* with Flat Roof(s)

# with Flat Roof(s) (including swimming pool located therein) and space for filtration plant pertaining thereto

<u>Floor</u>	<u>Flat</u>	<u>No. of Undivided Shares allocated to each Residential Unit</u>	<u>Total</u>
<u>Tower 5</u>			
7 <sup>th</sup> (1 storey)	A*	25	25
	B	24	24
	C*	25	25
	D*	21	21
	E*	28	28
	F*	24	24
	G	18	18
	H*	24	24
8 <sup>th</sup> -31 <sup>st</sup> (21 storeys) (13 <sup>th</sup> , 14 <sup>th</sup> and 24 <sup>th</sup> Floors are excluded)	A	25	525
	B	24	504
	C	25	525
	D	20	420
	E	28	588
	F	24	504
	G	18	378
	H	23	483
32 <sup>nd</sup> (1 storey)	A#	82	82
	B*	49	49
	C*	51	51

Note:

\* with Flat Roof(s)

# with Flat Roof(s) (including swimming pool located therein) and space for filtration plant pertaining thereto

**Allocation of Undivided Shares to Residential Car Parks**

<u>Residential Car Parks</u>	No. of Undivided Shares <u>allocated to each</u> <u>Residential Car Park</u>	<u>Total</u>
115 Residential Car Parking Spaces (Nos.R01 to R08, R10 to R44, R46 to R109 and R111 to R118)	5	575
3 Residential Car Parking Spaces (for the disabled) (Nos.R09, R45 and R110)	8	24
12 Residential Motor Cycle Parking Spaces (Nos.MR1 to MR12)	1	12

THE SECOND SCHEDULE ABOVE REFERRED TO  
MANAGEMENT SHARES ALLOCATION

	<u>No. of Management Shares</u>
<b>Residential Units</b>	27,213
<b>Commercial Accommodation (excluding Turnaround and Lay- by Area, Pavement and Public Open Space)</b>	5,272
<b>Turnaround and Lay-by Area, Pavement and Public Open Space</b>	0
<b>Site B Commercial Area</b>	218
<b>Residential Car Parks</b>	611
<b><u>Government Accommodation</u></b>	
RCHE cum CSSC	504
RCHE Parking Space	6
Refuse Collection Point	0
Public Toilet	0
<b>Common Areas and Common Facilities</b>	0
<hr/>	
<b>Total Management Shares :</b>	<b><u>33,824</u></b>

**Allocation of Management Shares to each Residential Unit**

<u>Floor</u>	<u>Flat</u>	<u>No. of Management Shares allocated to each Residential Unit</u>	<u>Total</u>
<u>Tower 1</u>			
6 <sup>th</sup> (1 storey)	A	38	38
	B*	25	25
	C	18	18
	D	19	19
	E	18	18
	F*	22	22
	G	23	23
	H	18	18
	J	19	19
7 <sup>th</sup> - 9 <sup>th</sup> , 11 <sup>th</sup> - 28 <sup>th</sup> (18 storeys) (13 <sup>th</sup> , 14 <sup>th</sup> and 24 <sup>th</sup> Floors are excluded)	A	38	684
	B	25	450
	C	18	324
	D	19	342
	E	18	324
	F	21	378
	G	23	414
	H	18	324
	J	19	342
29 <sup>th</sup> - 37 <sup>th</sup> (8 storeys) (34 <sup>th</sup> Floor is excluded)	A	38	304
	B	25	200
	C	18	144
	D	19	152
	E	18	144
	F	21	168
	G	23	184
	H	19	152
	J	19	152
38 <sup>th</sup> (1 storey)	A#	87	87
	B*	54	54
	C*	54	54

Note: 10th Floor of Tower 1 is Refuge Floor

\* with Flat Roof(s)

# with Flat Roof(s) (including swimming pool located therein) and space for filtration plant pertaining thereto

<u>Floor</u>	<u>Flat</u>	<u>No. of Management Shares allocated to each Residential Unit</u>	<u>Total</u>
<u>Tower 2</u>			
6 <sup>th</sup> (1 storey)	A	32	32
	B	21	21
	C	18	18
	D*	14	14
	E*	14	14
	F	18	18
	G* (Duplex)	35	35
	H	18	18
	J*	22	22
	K	22	22
	L	13	13
	M*	22	22
	N*	14	14
	P*	14	14
	R*	14	14
7 <sup>th</sup> - 19 <sup>th</sup> , 25 <sup>th</sup> - 40 <sup>th</sup> (26 storeys) (13 <sup>th</sup> , 14 <sup>th</sup> and 34 <sup>th</sup> are excluded)	A	32	832
	B	21	546
	C	18	468
	D	14	364
	E	14	364
	F	18	468
	G (Duplex)	24	624
	H	18	468
	J	22	572
	K	22	572
	L	13	338
	M	21	546
	N	14	364
	P	14	364
	R	14	364
20 <sup>th</sup> and 41 <sup>st</sup> (2 storeys)	A	32	64
	B	21	42
	C	18	36
	D	14	28
	E	14	28
	F	18	36
	G (Duplex)	38	76
	H	18	36
	J	22	44
	K	22	44
	L	13	26
	M	21	42
	N	14	28
	P	14	28
	R	14	28

<u>Floor</u>	<u>Flat</u>	<u>No. of Management Shares allocated to each Residential Unit</u>	<u>Total</u>
21 <sup>st</sup> and 42 <sup>nd</sup> (2 storey)	A	32	64
	B	21	42
	C	18	36
	D	14	28
	E	14	28
	F	18	36
	H	18	36
	J	22	44
	K	22	44
	L	13	26
	M	21	42
	N	14	28
	P	14	28
	R	14	28
23 <sup>rd</sup> (1 storey)	A	32	32
	B	21	21
	C	18	18
	D	14	14
	E	14	14
	F	18	18
	G (Duplex)	35	35
	H	18	18
	J	22	22
	K	22	22
	L	13	13
	M	21	21
	N	14	14
	P	14	14
	R	14	14
43 <sup>rd</sup> – 47 <sup>th</sup> (4 storeys) (44 <sup>th</sup> Floor is excluded)	A	48	192
	B	36	144
	C	38	152
	D	30	120
	E	31	124
	F	36	144
	G	39	156
48 <sup>th</sup> (1 storey)	A#	92	92
	B*	55	55
	C*	61	61
	D*	62	62

Note: 22<sup>nd</sup> Floor of Tower 2 is Refuge Floor

\* with Flat Roof(s)

# with Flat Roof(s) (including swimming pool located therein) and space for filtration plant pertaining thereto

<u>Floor</u>	<u>Flat</u>	<u>No. of Management Shares allocated to each Residential Unit</u>	<u>Total</u>
<u>Tower 3</u>			
6 <sup>th</sup> (1 storey)	A	25	25
	B	22	22
	C	18	18
	D	18	18
	E	18	18
	F	17	17
	G*	14	14
	H*	19	19
	J (Duplex)	36	36
	K	18	18
7 <sup>th</sup> - 19 <sup>th</sup> (11 storeys) (13 <sup>th</sup> and 14 <sup>th</sup> Floors are excluded)	A	25	275
	B	22	242
	C	18	198
	D	18	198
	E	18	198
	F	17	187
	G	14	154
	H	18	198
	J (Duplex)	25	275
	K	18	198
20 <sup>th</sup> (1 storey)	A	25	25
	B	22	22
	C	18	18
	D	18	18
	E	18	18
	F	17	17
	G	14	14
	H	18	18
	J (Duplex)	38	38
	K	18	18
21 <sup>st</sup> (1 storey)	A	25	25
	B	22	22
	C	18	18
	D	18	18
	E	18	18
	F	17	17
	G	14	14
	H	18	18
	K	18	18



<u>Floor</u>	<u>Flat</u>	<u>No. of Management Shares allocated to each Residential Unit</u>	<u>Total</u>
23 <sup>rd</sup> (1 storey)	A	25	25
	B	22	22
	C	18	18
	D	18	18
	E	18	18
	F	17	17
	G	14	14
	H	18	18
	J (Duplex)	36	36
	K	18	18
25 <sup>th</sup> - 33 <sup>rd</sup> (9 storeys)	A	25	225
	B	22	198
	C	18	162
	D	18	162
	E	18	162
	F	17	153
	G	14	126
	H	18	162
	J (Duplex)	25	225
	K	18	162
35 <sup>th</sup> - 40 <sup>th</sup> (6 storeys)	A	25	150
	B	22	132
	C	18	108
	D	18	108
	E	18	108
	F	18	108
	G	14	84
	H	18	108
	J (Duplex)	25	150
	K	18	108
41 <sup>st</sup> (1 storey)	A	25	25
	B	22	22
	C	18	18
	D	18	18
	E	18	18
	F	18	18
	G	14	14
	H	18	18
	J (Duplex)	38	38
	K	18	18

<u>Floor</u>	<u>Flat</u>	<u>No. of Management Shares allocated to each Residential Unit</u>	<u>Total</u>
42 <sup>nd</sup> (1 storey)	A	25	25
	B	22	22
	C	18	18
	D	18	18
	E	18	18
	F	18	18
	G	14	14
	H	18	18
	K	18	18
43 <sup>rd</sup> (1 storey)	A*	38	38
	B	39	39
	C	35	35
	D	35	35
	E*	41	41
45 <sup>th</sup> - 47 <sup>th</sup> (3 storeys)	A	37	111
	B	39	117
	C	35	105
	D	35	105
	E	40	120
48 <sup>th</sup> (1 storey)	A#	112	112
	B*	64	64

Note: 22nd Floor of Tower 3 is Refuge Floor

\* with Flat Roof(s)

# with Flat Roof(s) (including swimming pool located therein) and space for filtration plant pertaining thereto

<u>Floor</u>	<u>Flat</u>	<u>No. of Management Shares allocated to each Residential Unit</u>	<u>Total</u>
<u>Tower 5</u>			
7 <sup>th</sup> (1 storey)	A*	25	25
	B	24	24
	C*	25	25
	D*	21	21
	E*	28	28
	F*	24	24
	G	18	18
	H*	24	24
8 <sup>th</sup> -31 <sup>st</sup> (21 storeys) (13 <sup>th</sup> , 14 <sup>th</sup> and 24 <sup>th</sup> Floors are excluded)	A	25	525
	B	24	504
	C	25	525
	D	20	420
	E	28	588
	F	24	504
	G	18	378
	H	23	483
32 <sup>nd</sup> (1 storey)	A#	82	82
	B*	49	49
	C*	51	51

Note:

\* with Flat Roof(s)

# with Flat Roof(s) (including swimming pool located therein) and space for filtration plant pertaining thereto

**Allocation of Management Shares to Residential Car Parks**

<u>Residential Car Parks</u>	No. of Management Shares allocated to each <u>Residential Car Park</u>	<u>Total</u>
115 Residential Car Parking Spaces (Nos.R01 to R08, R10 to R44, R46 to R109 and R111 to R118)	5	575
3 Residential Car Parking Spaces (for the disabled) (Nos.R09 ,R45 and R110)	8	24
12 Residential Motor Cycle Parking Spaces (Nos.MR1 to MR12)	1	12

THE THIRD SCHEDULE ABOVE REFERRED TO  
EASEMENTS, RESERVATIONS, RIGHTS, PRIVILEGES AND OBLIGATIONS

(1) Each Owner shall hold the Unit to the use of which he is entitled hereunder, subject to and with the benefit of the following rights privileges and obligations PROVIDED that all such easements rights and privileges shall be held and enjoyed subject to the provisions of this Deed and the Estate Rules made hereunder and subject to the rights of F.S.I., the First Owner and the Manager provided in this Deed :-

- (a) Full right and liberty (but subject always to the rights of F.S.I. and the Manager hereunder) for the Owner, his servants, agents and licensees (in common with all other persons having the like right):
  - (i) of a Unit to go pass and repass over and along the Estate Common Areas for all purposes connected with the proper use and enjoyment of his Unit and to use the Estate Common Facilities subject as aforesaid;
  - (ii) of a Residential Unit to go pass and repass over and along the Residential Common Areas for all purposes connected with the proper use and enjoyment of his Residential Unit and to use the Residential Common Facilities subject as aforesaid;
  - (iii) of a Residential Car Park to go pass and repass over and along the Residential Car Park Common Areas for all purposes connected with the proper use and enjoyment of his Residential Car Park and to use the Residential Car Park Common Facilities subject as aforesaid.
- (b) Full right to subjacent and lateral support and shelter from other portions of the Estate and subject to such rights for such other portions.
- (c) The right to free and uninterrupted passage and running of water, sewages, gas, telecommunications and electricity and other services from and to the Unit(s) owned by the Owner through the sewers, drains, water-courses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the Lot and/or the Estate for the proper use and enjoyment of the Unit(s) owned by the Owner but subject always to the rights of F.S.I. and the Manager hereunder PROVIDED that the public utilities supplied by the public utilities companies shall not be interrupted.
- (d) The right for the Owner or occupier for the time being with or without servants, workmen and others at all reasonable times on written notice (except in case of emergency) to enter into and upon the other Units and the Common Areas for the purposes of carrying out any work necessary for the maintenance and repair of his Unit or the parapet wall or its services (such work not being the responsibility of the Manager hereunder) causing as little disturbance as possible and making good any damage caused thereby Provided that prior approval to enter upon the Government Accommodation is required except in emergency and the Owner in exercising the right shall be liable for all costs

and expenses incurred for any damage caused to the Government Accommodation.

- (e) (As far as the Owners of the Residential Units are concerned) full right and liberty (in common with all other persons having the like right) to use the Residential Common Areas and the Residential Common Facilities subject as aforesaid.
- (f) (As far as the Owners of the Residential Car Parks are concerned) full right and liberty (in common with all other persons having the like right) to use the Residential Car Park Common Areas and the Residential Car Park Common Facilities subject as aforesaid.
- (g) Full right and liberty (in common with all other persons having the like right) to use the Estate Common Areas and the Estate Common Facilities subject to any Estates Rules as may be imposed from time to time by the Manager.
- (h) The right for the Owners of the External Walls, roofs and flat roofs of the Commercial Accommodation and all others authorized by them in accordance with the terms of the Government Grant to display, install, erect, affix or permit to be displayed, installed, erected or affixed upon the said External Walls, roofs and flat roofs forming part of the Commercial Accommodation owned by them, aerials, conduits, telecommunication transmitters and receivers, satellite dishes, satellite master antenna systems, tuners, broadcast reception, information distribution or communication systems, broadcast of advertisements, news, etc. with audio system, placards, logos, posters and other advertising signs or structures whatsoever and whether illuminated or not without having to obtain the approval of the Manager or any other Owners Provided that no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation and Provided Further That the use and enjoyment of the Government Accommodation shall not be affected and the access to and egress from the Government Accommodation shall not be impeded or restricted and Provided Further That nothing herein shall absolve the Owners of the Commercial Accommodation from the requirements of obtaining the prior written consent of the Director of Lands and/or other Government authorities pursuant to the Government Grant or other applicable legislation and Provided Further That in the exercise of any of aforesaid rights (collectively, "the Reserved Rights"), the Owners of the Commercial Accommodation undertake and covenant with other Owners that (i) any administrative fee, premium, approval fee and/or other charges and expenses as may be required for the Reserved Rights shall be borne by the Owners of the Commercial Accommodation; (ii) the Reserved Rights, and the works necessitated thereby shall not interfere with an Owner's exclusive right to hold, use and occupy the part of the Estate to which he is entitled or impede or restrict the access to and from any such part of the Estate or unreasonably interfere with the use and enjoyment of the Common Areas and the Common Facilities by such Owner; and (iii) the works aforesaid shall be carried out and completed, and any damage or loss caused to any part or

parts of the Estate or to the property of any Owner shall be made good, at the cost and expense of the Owners of the Commercial Accommodation with due diligence in accordance with or in compliance of the provisions of the Government Grant and all applicable legislation causing least disturbances and without negligence or delay; and (iv) the Owners of the Commercial Accommodation shall be liable for the act, default or omission of the persons authorized by them in exercising all or any of the Reserved Rights.

- (i) The exclusive right for the Owner of the Historical Buildings to hold use occupy and enjoy the Projecting Verandahs or any part thereof for the purposes in connection with the Historical Buildings according to the terms of the Government Grant.
- (j) The right for the Owners of the Residential Units, their bona fide guests, visitors or invitees (in common with all other persons having the like right) to go pass and repass over and along the Residential Car Park Common Areas for access to and from the Visitors' Car Parks and all purposes connected with the proper use and enjoyment thereof subject to payment of the expenditure incurred in the management and maintenance of the Residential Car Park Common Areas and the Residential Car Park Common Facilities, in such proportion as the Manager shall determine by reference to the proportion of the number of the Visitors' Car Parks bears to the total numbers of the Residential Car Parks and the Visitors' Car Parks in the Estate and the payment of the expenditure so received shall be credited to the Management Fund.
- (k) The right for the Owners of the Commercial Accommodation with or without servants, workmen and others (in common with all other persons having the like right) to go pass and repass over and along the Residential Car Park Common Areas for access to and from the exhaust air fan room forming part of the Commercial Accommodation on the Basement 5 Floor of Site A and all purposes connected with the proper use and enjoyment thereof.
- (l) Full right and liberty (in common with all other persons having the like right) to go, pass and repass over and along and upon such part of the Commercial Accommodation and along such route as to be reasonably designated or re-designated by the Owner(s) of the Commercial Accommodation during the opening hours of the Commercial Accommodation for the purposes of access and egress to and from the management offices at the 2<sup>nd</sup> Floor and 5<sup>th</sup> Floor of Site A forming parts of the Estate Common Areas.

(2) Easements rights and privileges subject to which the Undivided Shares of and in the Lot and the Estate and the exclusive right to hold use occupy and enjoy each Unit is held :-

- (a) Full right and privilege for the Manager with or without agents servants workmen and others at all reasonable times, on reasonable notice (except in case of emergency), to enter into and upon each Unit and the Common Areas for the purposes of inspecting, examining, repairing, maintaining (excluding

decorating), improving, cleaning or painting any part of the Estate or any services therein or any other apparatus and equipment used or installed for the benefit of the Lot and/or the Estate or any of them or any part thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment and/or abating any hazard or nuisance which does or may affect the Common Areas and the Common Facilities or other Owners or for the purposes of access and egress to and from the management offices at the 2<sup>nd</sup> Floor and 5<sup>th</sup> Floor of Site A or for the purpose of discharging the Manager's duties under this Deed Provided That the Manager shall repair at its own costs and expenses any damage caused thereby and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager and its employees agents servants workmen contractors and other persons duly authorised by the Manager Provided further that prior approval to enter upon the Government Accommodation is required except in emergency and Provided Further That in case of the Manager exercising its right of entry into the Government Accommodation pursuant to this Clause, such entry shall be for the purposes of maintenance and repair only and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation or any part thereof.

- (b) The right for the Manager, its servants, agents, contractors and persons duly authorized at all reasonable times on prior reasonable notice (except in case of emergency) to gain access to and enter upon any flat roof or roof forming part or parts of any Unit or Units and to remain there for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining (excluding decorating), cleaning or painting all or any part of the Common Areas and the Common Facilities in or upon such flat roof or roof or to which access is gained via such flat roof or roof and, on a temporary basis, to erect, place or store on any such flat roof or roof any scaffolding or other plant, equipment or materials necessary for the purpose of any aforesaid works for so long as such works are being carried on Provided That the Manager shall ensure that the least disturbance as is reasonably practicable is caused and the Manager shall repair at its own costs and expenses any damage caused thereby and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager and its employees agents servants workmen contractors and other persons duly authorised by the Manager and Provided further that prior approval to enter upon the Government Accommodation is required except in emergency.
- (c) The right for the Manager to maintain (excluding decorate), repair, operate, temporarily install, move, and have access to, over and/or on the top roof, the flat roof or the parapet walls of the flat roof the cleaning gondola and/or any davit arm, other equipment or device of management (collectively referred to in this Deed as the "**gondola**" which expression shall include all brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain (excluding decorate), repair, renovate, improve and/or replace any part of any exterior of the Estate, and on prior reasonable notice for the Manager, its servants, agents, contractors and persons duly authorized to enter upon the flat



roof for the purposes of operating, installing, keeping, repairing, storing and/or parking the gondola Provided That the Manager, its servants, agents, contractors and duly authorized persons in exercising the aforesaid rights shall cause as little disturbance as reasonably practicable and shall at their expense make good any damage caused thereby and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager and its employees agents servants workmen contractors and other persons duly authorised by the Manager.

- (d) Subject to the terms of the Government Grant, the right for all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to gain vehicular access over the Turnaround and Lay-by Area, to pass or re-pass on foot or by wheelchair on, over, along, by and through the Pavement and the Pink Hatched Black Area; to pass and re-pass on foot or by wheelchair on, over, along, by and through the Pink Cross Hatched Black Areas; to gain vehicular access over such part or parts of the Pink Cross Hatched Black Areas as the Director of Lands may approve or require.
- (e) Subject to the terms of the Government Grant, the right for all members of the public at all reasonable times during the day and night or within such time as the Director of Lands may at his sole discretion require for all lawful purposes to pass and repass on, along, over, by and through and to enjoy the Public Open Space together with the equipment and facilities provided thereon freely and without payment of any nature whatsoever and the right for all members of the public at all reasonable times during the day and night to pass and repass on, along, over, by and through such part of the Commercial Accommodation and along such route as to be reasonably designated or re-designated by the Owner or Owners of the Commercial Accommodation for the purposes of access and egress to and from the Public Open Space.
- (f) Subject to the terms of the Government Grant, the right for all members of the public during the opening hours of the Wan Chai MTR Station and in compliance with any requirements which the Director of Lands may impose from time to time for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot along, to and from, through, up and down the Future MTR Subway Associated Structures and to enter upon and pass and repass through such part of the Lot or the Estate as are necessary for the purpose of gaining access to and from the Future MTR Subway or the public pavement at ground level outside the Lot or neighbouring lot or lots and Government land.
- (g) Subject to the terms of the Government Grant, the right for all members of the public during the opening hours of the Wan Chai MTR Station and in compliance with any requirements which the Director of Lands may impose from time to time for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot or by wheelchair along, to and from, through, up and down the Proposed Subway Connections and to enter

upon and pass and repass through such part of the Lot or the Estate as are necessary for the purpose of gaining access to and from the Proposed Subway and the Wan Chai MTR Station or the public pavement at ground level outside the Lot or neighbouring lot or lots and Government land.

- (h) Easements rights and privileges over along and through each Unit equivalent to those set forth in paragraphs (1)(b) to (1)(d) of this Schedule.

Provided always that the Manager shall have full right and authority to control and manage the Common Areas and the Common Facilities and Provided Always That the rights of the Manager under Clauses (2)(a), (b) and (c) above shall be subject to the rights and privileges of F.S.I. under this Deed and the Government Grant and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to F.S.I. under this Deed and the Government Grant.

(3) Notwithstanding any terms contained herein to the contrary, there is excepted and reserved and/or (as the case may be) granted unto the First Owner its successors and assigns (which expression shall for the purpose of this Clause exclude the Second Owner) at all times hereafter during the residue/entitlement of the term of years created by the Government Grant subject to and with the benefit of this Deed and the Government Grant, the right to the exclusive use occupation and enjoyment of the Estate save and except the Unit assigned to the Second Owner and the Common Areas and Common Facilities or such areas intended or designated and declared for common use.

(4) Notwithstanding any provisions contained in this Deed, F.S.I., its lessees, tenants, licensees, and persons authorised by it and the Owners or occupiers for the time being of the Government Accommodation or any part thereof shall have the right :-

- (a) of shelter, support and protection for all parts of the Government Accommodation;
- (b) at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourse, cables, pipes, wires and other conducting media now, hereafter or during the term of years granted by the Government Grant laid on or running through any part of the Lot and any part of the Estate on the Lot;
- (c) at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (the "**Government Accommodation Services**") at any time at its absolute discretion without any charge by and without having to obtain the approval or consent of any other Owners or the Manager Provided that proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the Lot and serving all those parts of the Estate on the Lot other than the Government Accommodation;

- (d) to go pass and repass over and along and to use any common parts of the Lot or any common parts of the Estate on the Lot (including, but not limited to, the Common Areas) in connection with the proper use and enjoyment of the Government Accommodation or any part or parts thereof and to use and receive the benefit of any common facilities within the Lot or the Estate on the Lot (including, but not limited to, the Common Facilities);
- (e) at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the Lot or any part of the Estate on the Lot for the purposes of extending or carrying out maintenance, repair, addition and alteration works and other works to the Government Accommodation or any part or parts thereof and maintenance, repair, addition, alteration, diversion, variation, relaying and reinstatement works and other works to the Government Accommodation Services or any part thereof;
- (f) of free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director of Lands;
- (g) exclusively to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part or parts thereof as F.S.I. shall deem fit and the right of access over the Lot or any part of the Estate on the Lot with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
- (h) of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
- (i) to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part or parts thereof on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related right of access over the Lot or any part of the Estate on the Lot with or without servants, workmen and others and with or without plant, equipment, machinery and material PROVIDED that proper and adequate care and precautions shall be taken during any such alteration works so as to ensure that no damage is caused to the services and facilities within the Lot and serving all those parts of the Estate on the Lot other than the Government Accommodation;

and such other rights privileges and easements as may be deemed necessary or desirable by the Director of Lands.

(5) The Government or F.S.I. shall have the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part or parts thereof without having to obtain the approval or consent of the other Owners or the Manager, and without any charges or fees being levied therefor by other Owners or the Manager.

(6) Notwithstanding any provisions contained in this Deed but subject to the rights of the Owner of the Government Accommodation as provided in the Government Grant and this Deed and shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to F.S.I. in the Government Grant and this Deed, the Owner(s) of the Commercial Accommodation shall have the right:-

- (a) to designate or re-designate or alter the user of the Commercial Accommodation (excluding Turnaround and Lay-by Area, Pavement and Public Open Space) or any part(s) thereof, without the concurrence or approval of any other Owners or other person having an interest in the Lot and the Estate and no such designation, re-designation or alteration shall give the other Owners any right of action against such Owner(s) but nothing herein shall absolve such Owner(s) from the requirements of obtaining the prior written consent of the Government pursuant to the Government Grant (if necessary) and/or other relevant governmental authorities;
- (b) to name and change the name of the Commercial Accommodation or any part(s) thereof at any time without any liability to any other Owners or other person having an interest in the Lot and/or the Estate for any damages, claims, costs or expenses resulting therefrom or in connection therewith provided that one month's prior written notice shall be given to the Manager;
- (c) when called upon to do so by the Director of Lands, to execute all necessary works for the temporary closure of any opening or openings in the Commercial Accommodation to be connected to the Future MTR Subway as shall be required or approved by the Director of Lands in accordance with Special Condition No.(47)(d) of the Government Grant;
- (d) to negotiate and agree with the Government and/or the owner(s) of the adjoining or neighbouring land(s) and building(s) for the provision, repair and maintenance of connection points at the Commercial Accommodation to receive subway(s), footbridge(s) and/or other structure(s) facilitating pedestrian traffic connecting the Commercial Accommodation with such adjoining or neighbouring land(s) and building(s) and all matters in connection therewith and to remove, demolish, dismantle and break through the structure or wall of the Commercial Accommodation and to carry out all necessary works for the provision, repair and maintenance of connection points and to receive the subway(s), footbridge(s) and/or other structure(s) facilitating pedestrian traffic connecting the Commercial Accommodation with such adjoining or neighbouring land(s) and building(s), without the concurrence or approval of any other Owners or other person having an interest in the Lot and the Estate but nothing herein shall absolve the Owner(s) of the Commercial Accommodation from the requirements of obtaining the prior written consent of the Government pursuant to the Government Grant (if necessary) and/or

other relevant governmental authorities at the sole expense of the Owner(s) of the Commercial Accommodation;

- (e) subject to the approval of the Director of Lands, to allocate and/or sub-allocate the number of Undivided Shares in the Lot and the Estate in respect of the Commercial Accommodation or any parts thereof retained by the Owner(s) of the Commercial Accommodation and the Management Shares relating thereto provided that in so far as the Public Open Space is concerned, the allocation and/or sub-allocation of Undivided Shares in respect of the Public Open Space shall be subject to Special Condition No.(37)(e) of the Government Grant;
- (f) to enter into a sub-Deed of Mutual Covenant in respect of the Commercial Accommodation or any part thereof for the purpose of making further provisions for the management, maintenance and servicing of the Commercial Accommodation or any part thereof for which it is made and its equipment, services and apparatus and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof Provided Always that their rights and interest shall not be adversely affected and Provided further that any sub-Deed of Mutual Covenant shall, be previously approved in writing by the Director of Lands unless the Director of Lands, in his absolute discretion, waives the requirement of approval of such sub-Deed of Mutual Covenant and that such sub-Deed of Mutual Covenant shall not conflict with the provisions of this Deed and shall not affect the rights, interests or obligations of other Owners;
- (g) to designate and/or re-designate by deed or otherwise any area or part or parts of the Commercial Accommodation, over which all members of the public will be permitted to enter upon and pass and repass during the opening hours of the Wan Chai MTR Station for the purpose of ingress, egress and regress to and from the Future MTR Subway or the public pavement at ground level outside the Lot or neighbouring lot or lots and Government land and for means of escape in case of fire or emergency and to confer upon the person or persons having the control or the responsibility to maintain, repair and operate the Future MTR Subway or any other relevant parties and their respective contractors, servants, workmen and any other person authorised by either of them a free and uninterrupted right at all reasonable times to enter into and upon any parts of the Commercial Accommodation with the necessary tools, equipment, plant and materials for the purpose of installing, repairing, maintaining, cleaning, removing or replacing any facilities and other plants and machineries at such place or places therein as shall be approved by the Owner(s) of the Commercial Accommodation in connection with the operation and use of the Future MTR Subway PROVIDED THAT the proper use and enjoyment of the Government Accommodation shall not be adversely affected;
- (h) to enter into and upon all parts of the Lot and the Estate (other than any part of the Estate that have already been assigned and the Government Accommodation) with contractors, surveyors, workmen and all other necessary authorized persons and all necessary equipment, plant and materials

for the purposes of construction and provision of the Future MTR Subway Associated Structures and connecting the Future MTR Subway to the Commercial Accommodation in accordance with the plan(s) approved by the relevant competent authorities and may for such purpose carry out all such works in, under or over the Lot (save and except the Government Accommodation and such parts of the Estate as aforesaid) as it may from time to time see fit Provided that nothing herein shall absolve the Owner(s) of the Commercial Accommodation from obtaining any prior Government approval which may be required for the same. The right of the Owner(s) of the Commercial Accommodation to enter the Lot to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorized by the Owner(s) of the Commercial Accommodation. The Owner(s) of the Commercial Accommodation in pursuance of such work may from time to time issue in writing to the other Owners instructions as to the areas or parts of the Lot (save and except the Government Accommodation and such parts of the Estate as aforesaid) that such other Owners, their servants, agents or licensees may or may not use while such works are being carried out Provided that the exercise of such right shall not adversely affect the proper use and enjoyment of the Government Accommodation;

- (i) to negotiate, settle and agree with the Government and any persons authorized by it or any other relevant parties on all and any matters concerning the Future MTR Subway, including but not limited to the terms and conditions of any undertaking(s) or agreement(s) or any amendments thereto for or in connection with the creation or extinguishment of rights, privileges, benefits, obligations or otherwise affecting the Future MTR Subway and the Future MTR Subway Associated Structures and/or the Commercial Accommodation (collectively, "Future Agreements") on such terms and conditions and in such manner as the Owner(s) of the Commercial Accommodation may deem fit without the concurrence or approval of any other Owners and without the necessity of joining in any other Owners Provided That the proper use and enjoyment of the Government Accommodation shall not be adversely affected and that all costs, expenses, liabilities and obligations relating or incidental to or associated with the construction and completion of the connection of the Future MTR Subway to the Future MTR Subway Associated Structures and/or the Commercial Accommodation shall be solely borne by the Owner(s) of the Commercial Accommodation and Provided Further That the Owner(s) of the Commercial Accommodation shall solely be responsible for payment of all costs and expenses payable under the Future Agreements and all costs and expenses incurred for the performance and observance of the terms and conditions of the Future Agreements;
- (j) when called upon to do so by the Director of Lands, to execute all necessary works for the temporary closure of any opening or openings in the Commercial Accommodation to be connected to the Proposed Subway as shall be required

or approved by the Director of Lands in accordance with Special Condition No.(67)(d) of the Government Grant;

- (k) to designate and/or re-designate by deed or otherwise any area or part or parts of the Commercial Accommodation, over which all members of the public will be permitted to enter upon and pass and repass during the opening hours of the Wan Chai MTR Station for the purpose of ingress, egress and regress to and from the Proposed Subway and the Wan Chai MTR Station or the public pavement at ground level outside the Lot or neighbouring lot or lots and Government land and for means of escape in case of fire or emergency and to confer upon the person or persons having the control or the responsibility to maintain, repair and operate the Proposed Subway or any other relevant parties and their respective contractors, servants, workmen and any other person authorised by either of them a free and uninterrupted right at all reasonable times to enter into and upon any parts of the Commercial Accommodation with the necessary tools, equipment, plant and materials for the purpose of installing, repairing, maintaining, cleaning, removing or replacing any facilities and other plants and machineries at such place or places therein as shall be approved by the Owner(s) of the Commercial Accommodation in connection with the operation and use of the Proposed Subway PROVIDED THAT the proper use and enjoyment of the Government Accommodation shall not be adversely affected;
- (l) to enter into and upon all parts of the Lot and the Estate (other than the Government Accommodation and any parts of the Estate that have already been assigned) with contractors, surveyors, workmen and all other necessary authorized persons and all necessary equipment, plant and materials for the purposes of construction and provision of the Proposed Subway Connections and connecting and/or receiving the Proposed Subway in accordance with the plan(s) approved by the relevant competent authorities and may for such purpose carry out all such works in, under or over the Lot (save and except the Government Accommodation and such parts of the Estate as aforesaid) as it may from time to time see fit Provided that nothing herein shall absolve the Owner(s) of the Commercial Accommodation from obtaining any prior Government approval which may be required for the same. The right of the Owner(s) of the Commercial Accommodation to enter the Lot to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorized by the Owner(s) of the Commercial Accommodation. The Owner(s) of the Commercial Accommodation in pursuance of such work may from time to time issue in writing to the other Owners instructions as to the areas or parts of the Lot (save and except the Government Accommodation and such parts of the Estate as aforesaid) that such other Owners, their servants, agents or licensees may or may not use while such works are being carried out Provided that the exercise of such right shall not adversely affect the proper use and enjoyment of the Government Accommodation; and

- (m) to negotiate, settle and agree with the Government and any persons authorized by it or any other relevant parties on all and any matters concerning the Proposed Subway, including but not limited to the terms and conditions of any undertaking(s) or agreement(s) or any amendments thereto for or in connection with the creation or extinguishment of rights, privileges, benefits, obligations or otherwise affecting the Proposed Subway and the Proposed Subway Connections and/or the Commercial Accommodation (collectively, "Commercial Agreements") on such terms and conditions and in such manner as the Owner(s) of the Commercial Accommodation may deem fit without the concurrence or approval of any other Owners and without the necessity of joining in any other Owners Provided That the proper use and enjoyment of the Government Accommodation shall not be adversely affected and that all costs, expenses, liabilities and obligations relating or incidental to or associated with the construction and completion of the connection of the Proposed Subway to the Proposed Subway Connections and/or the Commercial Accommodation shall be solely borne by the Owner(s) of the Commercial Accommodation and Provided Further That the Owner(s) of the Commercial Accommodation shall solely be responsible for payment of all costs and expenses payable under the Commercial Agreements and all costs and expenses incurred for the performance and observance of the terms and conditions of the Commercial Agreements.

PROVIDED THAT in the exercise of any of aforesaid rights (collectively, "the Reserved Rights in respect of the Commercial Accommodation"), the Owner(s) of the Commercial Accommodation undertake and covenant with other Owners that (i) any administrative fee, premium, approval fee and/or other charges and expenses as may be required for the Reserved Rights in respect of the Commercial Accommodation shall be borne by the Owner(s) of the Commercial Accommodation; (ii) the Reserved Rights in respect of the Commercial Accommodation and the works necessitated thereby shall not interfere with an Owner's exclusive right to hold, use and occupy the part of the Estate to which he is entitled or impede or restrict the access to and from any such part of the Estate or unreasonably interfere with the use and enjoyment of the Common Areas and the Common Facilities by such Owner; and (iii) the works aforesaid shall be carried out and completed, and any damage or loss caused to any part or parts of the Estate or to the property of any Owner shall be made good, at the cost and expense of the Owner(s) of the Commercial Accommodation with due diligence in accordance with or in compliance of the provisions of the Government Grant and all applicable legislation causing least disturbances and without negligence or delay PROVIDED FURTHER THAT the rights of the Owner(s) of the Commercial Accommodation contained in sub-clauses (g), (h) and (i) above shall only be exercisable by the Owner(s) of the Commercial Accommodation if (i) the Future MTR Subway shall only connect to the Commercial Accommodation and affect no other part of the Lot and/or the Estate; and (ii) the First Owner has given its consent to the Owner(s) of the Commercial Accommodation to exercise the rights contained in the said sub-clauses (g), (h) and (i) PROVIDED FURTHER THAT the rights of the Owner(s) of the Commercial Accommodation contained in sub-clauses (k), (l) and (m) above shall only be exercisable by the Owner(s) of the Commercial Accommodation if (i) the Proposed Subway shall only connect to the Commercial



Accommodation and affect no other part of the Lot and/or the Estate; and (ii) the First Owner has given its consent to the Owner(s) of the Commercial Accommodation to exercise the rights contained in the said sub-clauses (k), (l) and (m).

THE FOURTH SCHEDULE ABOVE REFERRED TO  
COVENANTS, PROVISIONS AND RESTRICTIONS TO BE OBSERVED  
AND PERFORMED BY THE OWNERS

- (1) Every assignment of an Undivided Share in the Lot and the Estate and/or a Unit shall contain an express covenant by the Purchaser thereof to notify the Manager of any change of ownership within one month from the date of the assignment. The previous Owner shall remain liable for his proportion of the Manager's Remuneration and Management Expenses until such time as the previous Owner shall cease to be an Owner of his Unit.
- (2) Each Owner shall promptly pay and discharge all existing and future taxes, rates, assessments and outgoings of every kind and description for the time being assessed or payable in respect of that part of the Lot and/or the Estate owned by him and shall indemnify the other Owners from and against all liability therefor.
- (3) Subject to the provisions of the Seventh Schedule hereto, each Owner shall pay to the Manager on the due date his due proportion of the Manager's Remuneration and the Management Expenses payable by such Owner as herein provided.
- (4) (a) None of the Owners nor the Manager shall make any structural alteration or addition to any part of the Unit or the Estate or the Lot which may damage or affect or interfere with the rights of the other Owners of any other part or parts of the Lot and/or the Estate whether or not in separate or common occupation but nothing herein shall absolve the Owners from the requirements of obtaining the prior written consent of the Director of Lands and/or the Director of Buildings and/or other Government authorities pursuant to the Government Grant, the Buildings Ordinance or other applicable legislation and the prior notification to the Manager. Notwithstanding anything herein contained, nothing herein contained shall prevent any of the Owners from taking any legal action against another Owner to enforce paragraph 4(a) of this Schedule nor enable any Owner to carry out any work to any part of the Common Areas and the Common Facilities.
- (b) None of the Owners shall cut, injure, damage, alter, add or interfere with any part or parts of the Common Areas or any of the Common Facilities or any equipment or apparatus or installations on in or upon the Lot and/or the Estate (whether or not such equipment apparatus or installations are concealed, built in walls floors or ceilings, or pass through the Unit(s) or Common Areas) not being equipment or apparatus or installations designated for the exclusive use and benefit of any such Owner.
- (c) No Owner (including the First Owner) shall have the right to convert any of the Common Areas or Common Facilities to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained. Any payment received for the approval as aforesaid shall be credited to the relevant Special Fund held for that relevant part of the Common Areas and Common Facilities.

- (d) No Owner (including the First Owner) will have the right to convert or designate any of his own areas (that is areas to which he is entitled to exclusive use, occupation or enjoyment) as Common Areas unless approved by a resolution of Owners at an Owners' meeting convened under this Deed. No Owner (including the First Owner) and no Manager will have the right to re-convert or re-designate the Common Areas to his or its own use or benefit.
- (5) Each Owner shall comply with the terms and conditions of the Government Grant so long as such Owner owns any interest in the Lot and/or the Estate and no Owner will permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Grant or the Occupation Permit or whereby any insurance on the Estate or any part thereof may become void and voidable or whereby the premiums for any such insurance may be increased and in the event of any breach of this provision by any Owner, in addition to any other liability incurred thereby, such Owner (save and except F.S.I. as the Owner of the Government Accommodation) shall pay to the Manager the amount of any increase in premium caused by or on account of such breach and in the event of the Estate or any part thereof being damaged or destroyed by fire at any time and the insurance under any insurance against fire affected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of any Owner then such Owner (save and except F.S.I. as the Owner of the Government Accommodation) shall forthwith pay to the other Owners the whole or (as the case may require) a fair proportion of the costs of rebuilding or reinstating the same.
- (6) Subject to the provisions of the Government Grant, no Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Lot and/or the Estate or any Residential Unit or Residential Car Park Provided this provision shall not be construed as precluding the installation of any physical partition in or on the Lot and/or the Estate or part(s) thereof with the approval of the relevant Government department(s).
- (7) No Owner shall do or permit or suffer to be done and each Owner will take all possible steps to prevent his tenants, occupiers or licensees from doing any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the management and the maintenance of the Lot and the Estate or contravention of the provisions of this Deed.
- (8) (a) Each Owner shall in such manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of the other Units, at his sole expense repair maintain and keep in good repair and condition the Unit of which he is the owner its equipment apparatus services and facilities and shall when necessary replace any part or parts thereof which require replacement. The equipment apparatus services and facilities which require such maintenance, repair or replacement shall include the following provided within the Unit :-
- (i) Water Supply: (Potable and flushing water installation from, and including, the principal branch stop cocks to all facilities serving the Unit. This shall include storage tanks, pipework control valves, water heaters, taps and sanitary facilities).

- (ii) Gas: (The gas internal pipings and installation from the outlet side of the meter and including appliances).
  - (iii) Electrical: (All electrical wiring, appliances and equipment serving the Unit only. If so required the Owner shall repair or replace any wiring or equipment if so required by the Electricity Supply Ordinance or any Orders in Council or Regulations made thereunder).
  - (iv) Air-conditioning Equipment: (Air-conditioning plant (if any), equipment, ductwork and associated controls serving the Unit exclusively as installed in the Unit and/or the Common Areas).
  - (v) Drainage Installations: (Waste pipes and sewage waste drainage, and including connections to the main drainage stacks up to and including connections with sanitary appliances including baths, basins, showers, bidets and sinks).
- (b) The expenses for keeping the interior of each Unit and all the fittings, fixtures, wiring (including security wiring (if any) which is connected to the security system of the Estate), plumbing and other services therein and all the windows and doors thereof, in good and tenantable repair and condition as aforesaid shall be borne directly by the Owner thereof.
- (9) No Owner shall use or permit or suffer the Unit owned by him to be used for any illegal or immoral purpose nor will he do cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners or occupiers for the time being.
- (10) No Owner shall use or permit or suffer any part of the Estate owned by him to be used except in accordance with the Government Grant and any applicable Building Regulations or any Ordinances and Regulations or other permit, consent or requirement from time to time applicable thereto.
- (11) Subject to Clause (56) of the Fourth Schedule hereto, no part of the Common Areas shall be obstructed or incumbered or altered or interfered nor shall any refuse or other matter or things be placed or left thereon and no Owner will do or suffer or permit to be done anything in such Common Areas as may be or become a nuisance to any other Owners or occupiers of the Estate.
- (12) The refuse disposal areas (if any) shall be used only in the manner prescribed by the Manager and subject to the Estate Rules (if any) covering the same.
- (13) Subject to the rights of the Owner of the Government Accommodation provided in this Deed, no Owner shall be entitled to connect any installation to any aerial (if any) installed by the Manager except with the permission of the Manager and in accordance with any Estate Rules relating to the same. In addition, save for the rights of the Owner of the Government Accommodation and save as otherwise provided in this Deed, no Owner shall affix or install any aerial on the exterior of his Unit without the prior written consent of the Manager.

(14) Subject to the rights of the Owner of the Government Accommodation provided in this Deed and save as otherwise provided in this Deed, no Owner shall affix or install any structures, chimneys, neon signs, or signs of any kind on the roof, flat roof (other than that forms part of the Site B Commercial Area or the Commercial Accommodation), Non-enclosed Area, planter, air-conditioning platform, Common Areas of the Estate or External Walls of his Unit or any part thereof or on any other part of the Lot and/or the Estate (other than the Commercial Accommodation) without the consent in writing of the Manager and the affixing or installation of the said structures, chimneys, neon signs or signs shall be subject to the prior approval or consent having been obtained from the relevant Government authorities or department if such approval or consent is required and subject also to compliance with all applicable Building Regulations or any Ordinances, legislations and regulations or other permit, consent or requirement from time to time applicable. No Owner shall affix any advertisement or signs of any kind whether inside or outside any Residential Unit. No illegal structures shall be affixed or installed in any part of the Lot and/or the Estate.

(15) Subject to the rights of the Owner of the Government Accommodation and the Owners of the Commercial Accommodation respectively under Clause (4)(g) and Clause (1)(h) of the Third Schedule hereto, no Owner shall paint, change or alter the planter, the Non-enclosed Area, roof, flat roof, parapet wall, parapet glass/balustrade/fence of the Non-enclosed Area or flat roof, air-conditioning platform or window, curtain wall system or the exterior or outside of any part of the Estate or the exterior or outside of any part of any Unit or erect any forecourt entrance gate or fences or do or permit to be done any act or thing which may be or will alter the facade or external appearance of the Estate and/or any Unit including the carrying out of any internal decoration or alteration works which affect the facade or external appearance or original design of the facade of any Unit without the prior consent in writing of the Manager.

(16) No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from the Unit owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the facilities provided for the disposal thereof.

(17) All Owners shall at all times observe and perform and shall ensure that his tenants, licensees, agents or servants shall at all times observe and perform all the covenants, conditions and provisions of this Deed and the Estate Rules (if any). The Estate Rules shall not affect or interfere with the use, operation and enjoyment of the Government Accommodation.

(18) Each Owner may at his own expense install in the Unit owned by him such additions, improvements, lights, fixtures, fittings and decoration and remove the same Provided however that no such installation or removal shall cause any structural damage or interfere with the enjoyment of any part of the Lot and/or the Estate.

(19) Subject to the rights of the Owner of the Government Accommodation provided in this Deed, no clothing or laundry shall be hung outside the Unit or visible from outside on any roof, flat roof or Non-enclosed Area or air-conditioning platform or any part thereof (other than in the spaces specifically provided therefor) or in the Common Areas.

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

(21) All Residential Units must be used for private residential purposes only. Subject to Clause (6:15) of this Deed and save for the rights of the Owner of the Government Accommodation provided in this Deed, no Unit shall under any circumstances be used or permitted or suffered to be used for the purpose of a hotel, funeral parlour, coffin shop, temple, Buddhist or any other religious hall, or for the performance of the ceremony known as "Ta Chai (打齋)" or any other religious ceremonies or for any obnoxious purposes and subject to the rights of the Owner of the Government Accommodation provided in this Deed, no Unit shall be used or permitted or suffered to be used for the purpose of a dancing hall, boarding house, guest house, apartment house (or any form of commercial letting or occupancy in bed spaces or cubicles) or bath house SAVE AND EXCEPT that the First Owner may use any Units owned by him as show flats for such period or periods as it shall in its discretion consider appropriate.

(22) No Owner shall affix or install onto the External Walls or through the windows of his Unit(s) any air-conditioners other than at the air-conditioning hoods (if any) or air-conditioner platform already provided or at such places designated for such purposes without the prior written consent of the Manager and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Lot and/or the Estate.

(23) No part of the Common Areas shall be obstructed or incumbered nor shall any refuse, matter or other thing be placed thereon nor shall any part of such Common Areas be used for any business or private purpose and no Owner shall do or permit or suffer to be done anything in such Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Lot and/or the Estate. If and whenever any article or things shall be placed or left by any Owner on or in any part of the Common Areas, then the Manager or its agents servants caretakers or cleaners of the Estate shall have the right without giving any prior notice to the defaulting Owner to remove such article or thing from such part of the Common Areas to another place or places as the Manager shall think fit and all costs and expenses incurred by the Manager for such removal shall be reimbursed upon demand to the Manager by the defaulting Owner and the defaulting Owner shall not claim against the Manager or its agents, servants, caretakers or cleaners for any loss or damage to such article or thing due to such removal not involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, contractors, servants or agents.

(24) No Owner shall store or permit to be stored in any Unit any hazardous, dangerous or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating in the Residential Units or for carrying out the business in the Commercial Accommodation which involves making food and beverage.

(25) Each Owner shall be responsible for the removal of garbage and refuse from his Unit(s) to such locations in the Lot and/or the Estate as shall be specified by the Manager from time to time and to use only the type of refuse containers as is specified by the Manager from time to time. The Owner and the occupier shall ensure that all refuse containers shall be fully sealed at all times.

(26) No Owners shall be entitled to use the services of caretakers and/or watchman or other staff of the Manager for his own private business or other business save as herein provided.

(27) Subject to the rights of the Owner of the Government Accommodation provided in this Deed, each Owner of the Units shall be responsible for and shall indemnify the Manager and all other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of any Unit owned by him or any person using such Unit with his consent express or implied for the breach or non-compliance of the Owner's obligations hereunder or by or through or in any way owing to the defective condition thereof or the overflow of water therefrom Provided that the Owner of the Government Accommodation shall only be responsible for and indemnify the Manager and the other Owners if loss and damage is suffered by the Manager and the other Owners as a result of overflow of water originated from the Government Accommodation and due to default or wilful negligence of the Owner of the Government Accommodation.

(28) Each Owner of the Unit shall be responsible to the other Owners for the time being for the acts and omissions of all persons occupying with his consent express or implied any part or parts of the Units owned by him for the breach or non-compliance of the Owner's obligations hereunder and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by such acts, neglect or default of any such person. In the case of loss or damage which the Manager is responsible to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or occupiers of any part of the Lot and/or the Estate for which the Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

(29) The Recreational Areas and the Recreational Facilities shall only be used and enjoyed for recreational purposes by the residents of the Residential Units and their bona fide visitors and all Owners shall observe and perform all regulations or rules made by the Manager in connection with the Recreational Areas and Recreational Facilities (if any) when using or visiting such Recreational Areas and Recreational Facilities.

(30) Subject to the rights of the Owner of the Government Accommodation provided in this Deed, no partitioning shall be erected or installed which does not leave clear access for fire exits of the Estate and no windows of any part of the Estate (other than the Site B Commercial Area and the Commercial Accommodation) shall be wholly or partially blocked or the light and air therefrom be in any way obstructed.

(31) No Owner shall make any alteration to the sprinkler system (if any) or any other fire fighting installations of the Estate or suffer to be done anything to such sprinkler system (if any) or fire fighting installations which would constitute a breach of the laws, bye-laws or regulations of the Fire Services Department or other department concerned.

(32) The installation of and repair to the electrical wiring from the switch rooms or meter rooms in the Common Areas to any Unit shall be carried out by the Manager or any contractor appointed or approved by the Manager (which approval shall not be unreasonably

withheld) at the expense of the Owner or Owners thereof and in such manner as the Manager shall in its reasonable discretion think fit.

(33) Subject to Clause (4)(e) of the Third Schedule to this Deed, any installation, alteration or repair works which may pass through the Common Areas or affect the Common Facilities shall, subject to the prior written approval of the Manager (which approval shall not be unreasonably withheld), be carried out by the Manager or any contractor appointed or approved by the Manager (which approval shall not be unreasonably withheld) at the expense of the Owner or Owners requiring such works and in such manner as the Manager shall in its reasonable discretion think fit.

(34) Subject to Clause (4)(e) of the Third Schedule to this Deed, no Owner shall have the right to enter into, alter, repair, connect to or in any other way interfere with or affect the working of the Common Facilities without the previous written consent of the Manager. Except as provided herein, the Common Areas and the Common Facilities shall at all times be under the exclusive management and control of the Manager who shall have full and unrestricted power to regulate and control the reasonable use thereof by the Owners and occupiers.

(35) No Owner shall allow any noxious dangerous poisonous or objectionable effluent to be discharged into the pipes drains or sewers and each Owner shall take all such measures as may be necessary to ensure that any effluent so discharged will not be corrosive or otherwise harmful to the pipes drains or sewers or cause obstruction or deposit therein and no Owner shall do or suffer or permit to be done anything whereby the flushing or drainage system of the Estate may be clogged or the efficient working thereof may be impaired.

(36) Subject to the rights of the Owner of the Government Accommodation provided in this Deed, no Owner (other than the Owner of the Commercial Accommodation) shall erect affix install or attach or permit or suffer to be erected affixed installed or attached to in or on or at the door or doors or entrance or entrances of any Unit any metal grille or shutter or gate unless such metal grille or shutter or gate shall be of such design and material approved by the Manager (which approval shall not be unreasonably withheld). Any metal grille or shutter or gate shall not in any way contravene the regulations of the Fire Services Department or other competent authority concerned from time to time in force.

(37) No Owner shall place or suffer to be placed on any floor of the Estate or any part thereof any goods articles or thing which may exceed or cause to be exceeded the maximum floor loading capacity thereof and in the event of breach of this covenant the Owner shall make good any damage caused thereby to the Unit or any other part of the Estate or any fixtures and fittings therein provided that the making good of such damage as aforesaid shall be without prejudice to any further right available to the Manager by virtue of such breach.

(38) Subject to the rights of the Owner of the Government Accommodation provided in this Deed, no Owner shall bring on to or keep or harbour any dogs, cats, pets, livestock, live poultry, fowls, birds or animals on any part of the Estate PROVIDED THAT (a) such dogs, cats, birds or animals may be kept in a Residential Unit as pets unless the same has been the cause of reasonable written complaint by at least 2 Owners or occupiers of any part of the Estate, (b) trained guide dogs on leash for the blind may be brought into any part of the Estate



whilst guiding any person with disability in vision and (c) such dogs, cats, pets, livestock, live poultry, fowls, birds or animals may be kept in the Site B Commercial Area and/or the Commercial Accommodation in connection with the business or activity carried out therein.

(39) The Owner or Owners of any Residential Unit with roof and/or flat roof and/or the Non-enclosed Area and/or planter adjoining thereto or held therewith shall :-

- (a) not cause or permit the erection on his part of the roof and/or flat roof and/or the Non-enclosed Area and/or planter thereof or any part thereof of structures of any kind other than as under the Approved Plans and not cause or permit the roof and/or flat roof and/or the Non-enclosed Area to be enclosed and/or planter to be enclosed above parapet height and not cause or permit the roof and/or flat roof and/or the Non-enclosed Area and/or planter to be partitioned either in whole or in part; and
- (b) not use nor permit to be used his part of the roof and/or flat roof and/or the Non-enclosed Area and/or planter thereof in any manner so as to cause nuisance or annoyance to the co-owners or occupiers of other Units and shall be responsible for maintaining and keeping his part of the roof and/or flat roof and/or the Non-enclosed Area and/or planter thereof at his own expense in good repair and condition.

The Manager shall have the right to enter and remove from the roof or flat roof or the Non-enclosed Area or planter or air-conditioning platform such unauthorised structures at the cost and expense of the defaulting Owner.

(40) The Owners of the flat roofs and/or roofs forming parts of their Units shall not put install or otherwise place any article upon the said flat roofs and/or roofs thereby obstructing the access to or through such flat roofs and/or roofs by the Manager and/or other Owners for the purpose of exercising their respective rights under this Deed.

(41) Each Residential Car Parking Space shall not be used for any purpose other than for the parking of one motor vehicle licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the Residential Units and subject to any Estate Rules as may be imposed from time to time by the Manager. Each Residential Motor Cycle Parking Space shall not be used for any purpose other than for the parking of one motor cycle licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees and subject to any Estate Rules as may be imposed from time to time by the Manager.

(42) Each Visitors' Car Park shall not be used for any purpose other than for the parking of one motor vehicle licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the bona fide guests, visitors or invitees of the residents or occupiers of the Residential Units of the Estate and subject to payment of such fees which shall be credited to the Management Fund and to any Estate Rules as may be imposed from time to time by the Manager. The Visitors' Car Parks shall be

used for short-term parking of motor vehicles on an hourly basis only and shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

(43) The Owners shall at their own costs and expenses maintain in good substantial repair and condition and carry out all works in respect of the Slope and Retaining Structures and in particular in accordance with the Geoguide 5 - Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Maintenance Manual and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of the Slope and Retaining Structures (if any).

(44) Any balcony(ies) and/or utility platform(s) forming part of the Residential Unit(s) and the covered areas beneath or underneath such balcony(ies) and/or utility platform(s) shall not be enclosed above safe parapet height other than as under the Approved Plans as at the date of this Deed.

(45) No Owner (other than the Owner of the Commercial Accommodation) shall place, install, erect or affix any sunshades, canopies or awnings except with the prior written approval of the Manager (which approval shall not be unreasonably withheld).

(46) The Owner or Owners of any Residential Unit with roof or flat roof adjoining thereto or held therewith shall not cause or permit the roof or flat roof to be enclosed and shall not place or erect any hut shed caravan house whether on wheels or not or other chattels adapted used or intended for use as a sleeping apartment nor any shown booths, hoardings or advertising stations or other temporary erection on the roof or flat roof.

(47) Subject to the rights of the Owner of the Government Accommodation provided in this Deed, no Owner shall use any part of the flat roof or roof for the purpose of storage, or drying goods or laundry.

(48) No Owner shall burn any leaves or waste articles in any part of the flat roof or roof.

(49) No tree growing on the Lot or adjacent thereto as at the date hereof or transplanted or replanted at the request of the Director of Lands shall be interfered with without the prior written consent of the Director of Lands.

(50) The Owner or Owners of any Unit or Units with roof and/or flat roof adjoining thereto or held therewith shall on receipt of prior reasonable notice (except in case of emergency) allow the Manager, its servants, agents, contractors and persons duly authorized with or without appliances to enter into any flat roof or roof forming part or parts of any Unit or Units and to remain there for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning or painting all or any part of the Common Areas and the Common Facilities in or upon such flat roof or roof or to which access is gained via such flat roof or roof and, on a temporary basis, to erect, place or store on any such flat roof or roof any scaffolding or other plant, equipment or materials necessary for the purpose of any aforesaid works for so long as such works are being carried on Provided That prior approval is required for entry upon the Government Accommodation except in emergency and Provided further that the Manager shall cause as little disturbance

as possible when carrying out such works and shall repair at its own costs and expenses any damage caused by the Manager's exercise of its rights under this Clause and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager or its employees contractors servants and agents.

(51) The Owner or Owners of any Unit or Units with roof and/or flat roof adjoining thereto or held therewith shall not put install or otherwise place any article upon any roof and/or flat roof forming part or parts of any Unit or Units thereby obstructing the access to such roof and/or flat roof by the Manager for the purpose of exercising its rights under Clause 2(b) and Clause 2(c) of the Third Schedule.

(52) The Owner or Owners of the relevant Residential Unit with Open Kitchen shall at their own costs and expenses observe and comply with the Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause his tenants and other occupants of his Residential Unit to observe and comply with the same.

(53) The Owners of the Commercial Accommodation shall be responsible for upholding, maintaining and repairing the Brown Areas (and everything forming a portion of or pertaining to it) in compliance with the terms of the Government Grant.

(54) The Owners of the Historical Buildings shall at his own expense and in all respects to the satisfaction of the Director of Lands maintain the Projecting Verandahs in good and substantial repair and condition and shall be responsible for the performance and compliance with the terms of Special Condition No.(33) of the Government Grant.

(55) The First Owner shall solely be responsible for management and maintenance of, and for the performance and compliance with the terms of the Government Grant in relation to, (i) the Green Areas, the Green Stippled Black Area and the Structures all referred to in Special Condition No.(5) of the Government Grant, (ii) the Reserved Area referred to in Special Condition No.(11) of the Government Grant and (iii) the Yellow Area and the Reprovisioned Public Open Space both referred to in Special Condition No.(12) of the Government Grant.

(56) Nothing contained in this Deed shall operate to prohibit, prevent, hinder or prejudice the operation of the Refuse Collection Point.

(57) The Owner or Owners shall at their own costs and expenses observe and comply with the request from time to time of the public utility companies in relation to or in respect of the provision of their facilities to be provided within the Estate Common Areas for the proper use and enjoyment of the Unit(s) owned by the Owner(s) PROVIDED that the rights easements and privileges reserved to F.S.I. in the Government Grant and this Deed shall not be affected and PROVIDED FURTHER that except in the case of emergency, the use and enjoyment of the Government Accommodation and the Items shall not be affected.

(58) The car parking spaces as provided pursuant to Special Condition No.(48)(b)(i)(II) of the Government Grant and comprised in the Commercial Car Park Areas have been counted towards and formed the number of car parking spaces required to be provided under Special

Condition No.(48)(e) of the Government Grant and shall accordingly be subject to the terms and conditions of Special Condition No.(48)(e) of the Government Grant.

THE FIFTH SCHEDULE ABOVE REFERRED TO

“Works and Installations”

1. Structural elements;
2. External Wall finishes and roofing materials;
3. Fire Safety elements;
4. Plumbing system;
5. Drainage system;
6. Fire services installations and equipment;
7. Electrical wiring system;
8. Lifts installations;
9. Gas supply system;
10. Window installations;
11. Central air-conditioning system and ventilation system
12. curtain wall system;
13. Slope and Retaining Structures (if any); and
14. other major items as from time to time be added or revised in accordance with the provisions of this Deed.

THE SIXTH SCHEDULE ABOVE REFERRED TO

“Fire Safety Management Plan”

(Copy of the Fire Safety Management Plan to be attached)

# **1. FIRE SAFETY MANAGEMENT PLAN**

The assessment being conducted has demonstrated that, based on the proposed enhancement works, the occupants would be able to evacuate from the residential flats with open kitchen layout without being exposed to untenable conditions. However to ensure effective evacuations, it is essential that management procedures are adopted and follow through.

The following Fire Safety Management Plan (FSMP) should be implemented by the Building Manager (BM) of Residential Towers and flat owners with open kitchen and must include the following management procedures to further increase the fire safety level of the building.

It should note that this FSMP shall form part of the main document of FSMP prepared by BM and should also be read in conjunction with other fire and emergency plans that are considered necessary for the subjected buildings.

The Bounding Conditions listed in this FSMP shall be included in the Deed of Mutual Covenant (DMC), where applicable, to ensure compliance.

This FSMP should be kept in an information box at the caretaker's counter in the entrance lobby

## **1.1. Fire Safety Policy**

1. Fire safety provision within the flat with open kitchen including
  - a. Sprinkler system
  - b. Smoke detector system and fire alarm
  - c. Induction cooker
  - d. Fire rated partition
  - e. Fire rated entrance main door
  - f. Permanent instruction and warning notice/signage
2. For maintenance outside the flat, the maintenance and regular inspection of the fire safety installations for public areas shall be carried out by the BM and its representative and they will conduct periodical testing / inspection on the fire services installations including active fire safety system in order to verify effectiveness of the system. BM will also provide routine maintenance to ensure the system condition in consistent with that of the original installation standard. (Details shall refer to section covering inspection and maintenance of firefighting and protection system)
3. For maintenance inside flat with open kitchen layout, responsibilities on maintenance and regular inspection of the FSI within the flat with open kitchen layout are required and shall be borne by the owners / occupants of the flat with open kitchen. For actual implementation, the inspection of the proposed FSI will be carried out as required by the statutory regulations. The BM will act as coordinator who take up the role as an overall co-ordination on fire safety matters for residential towers flats with open kitchen and served as the central contact point for owners/ occupants. (Details shall refer to section covering inspection and maintenance of firefighting and protection system)

4. Flat owners / occupants of flat with open kitchen layout shall not install any gas cooker.
5. Flat owners / occupants of flat with open kitchen shall not obstruct the smoke detector and sprinkler head installed inside the flat.
6. Flat owners / occupants of flat with open kitchen layout are only allowed to replace the electro-magnetic induction cooker matching the following specification:
  - a. Automatic cut-off temperature  $\leq 250^{\circ}\text{C}$
7. A permanent notice will be displayed besides the kitchen cabinet listing out all the fire safety provisions that cannot be removed from the locations and precaution in altering them.
8. Before carrying out any fitting-out works within the flats of open kitchen, the flat owner / occupants shall obtain prior approval from the BM. The functioning of the proposed FSI will be monitored by the BM such that when fitting-out contractor(s) commence work inside a flat, flat owner/ occupants or his appointed fitting-out contractor is required to pay deposit money to the BM. Upon completion of the fitting-out work, the BM or its representative will inspect the flat inside to ensure that all proposed FSI remains in position. The BM will return the deposit money to whom paid the deposit, after inspection to the proposed FSI and confirm such FSI are function in order.
9. A set of FSMP shall be included in the owner's handover manual / booklet during handover of flat with open kitchen and provided at entrance lobby.

## **1.2. Fire Action Plan**

1. The Management Office or Tower Reception Counter will have manned attendance and operated by 24 hours / 7 days.
2. All staff involved in responding to a fire incident and assisting in evacuation process will be briefed and familiar with the evacuation procedures and environment;
3. The management staff will monitor the addressable type local fire alarm panel at the Tower Reception Counter and Management Office;
4. When a fire within the flat with open kitchen of fire origin leads to the activation of the smoke alarm, an alarm signal will be received at the Tower Reception Counter and Management Office;
5. Once an alarm signal is received, the management staff will go to the flat with open kitchen of fire origin via the lift or stairways and investigate whether it is a false fire alarm or real fire alarm;
  - a. If it is a false alarm, the management staff would go back or immediately notify Management Office via walkie talkie and cancel



- the alarm signal for the addressable type fire alarm panel either in Management Office or F.S. control room. The fire alarm panel will need to be reset and reinitialized following the signal cancellation;
- b. If it is a real alarm, the staff will activate the break-glass unit to actuate the fire alarm bell to alert the other occupants within the building for evacuation and the fire signal will be sent out to FSD via direct link.
  - c. The management staff should report the incidents to the Fire Services Department (FSD) at the first instance via the emergency hotlines (phone number 999).
  - d. The management staff should attempt to put out the fire by using portable fire extinguisher or fire hose reel nearby, if it is safe to do so.
  - e. The management staff should be informed that once the fire alarm is activated, the whole tower would go into the evacuation mode and all building occupants will need to evacuate to a place of safety.
  - f. The management staff should wait for the arrival of Fireman. On their arrival, the management staff should report to the Fireman about the fire incident and the location of the fire origin.
6. The target response time for the management staff to attend the flat with open kitchen should be about 2.5 minutes.

### **1.3. Maintenance Plan**

#### **REGULAR INSPECTION AND MAINTENANCE OF FIRE FIGHTING AND PROTECTION SYSTEM**

All the fire fighting and protection equipment stipulated below shall be inspected and certified periodically by registered fire service installation contractor.

- a. Sprinkler system
- b. Smoke detector system
- c. Fire alarm
- d. Emergency lighting system
- e. Fire extinguisher and hose reels
- f. Permanent instruction and warning notice/signage

All inspection record shall be kept and Form FS 251 after inspection shall be formally issued to FSD for record.

If any provision found to be malfunction, the registered fire service installation contractor shall promptly report to FSD. The BM or its representative and flat owner for flat with open kitchen layout shall arrange rectification work immediately and report to FSD after completion.

All incidents and circumstances which have the potential to cause accidents shall be prioritized by hazard level and monitored and the subsequent remedial action taken shall be properly recorded.

#### **1. For maintenance outside the flat**

- a. The maintenance and regular inspection of the fire safety installations for the public areas, by registered fire service installation contractor under arrangement and coordination by the BM and its representative.
- b. BM will conduct regular checking on the fire service installations including active fire safety system in order to verify effectiveness of the system. BM will also provide routine maintenance to ensure the system condition is in consistent with that of the original installation standard;
- c. The fire service installations must be maintained, inspected and certified by a registered fire service installation contractor at least every 6 months (Form FS 251). Testing of the sprinkler system will be conducted once in every 3 months by a registered fire service contractor and testing recorded in maintenance log book;
- d. Alterations, additions, modifications or maintenance work will only be carried out by registered contractor(s). Machineries should be properly maintained. In case of shutdown of fire service installation for inspection, maintenance, modification or repair, the procedures and measures should refer to the FSD Circular Letters no. 3/2008 and 4/2010 and subsequent amendments. The contractor(s) will acknowledge FSD and BM prior the work commencement. The contractor(s) will also provide adequate portable fire extinguishers within the work areas;

2. For maintenance Inside flat with open kitchen layout

- a. Responsibilities on maintenance and inspection of the FSI annually, by registered fire service installation contractor, within the flat with open kitchen layout are required and shall be borne by the owners / occupants of the flat with open kitchen.
- b. For actual implementation, the inspection of the proposed FSI will be carried out annually as required by the statutory regulations and Codes of Practice issued by FSD. The BM will act as coordinator who takes up the role as an overall co-ordination on fire safety matters for residential towers flats with open kitchen and served as the central contact point for owners/ occupants during the operation of the building.
- c. The BM will send out notices to the relevant owner/ occupants advising them the time schedule for the required inspection and maintenance by a registered fire service installation contractor. During the annual inspection and maintenance of the FSI, the BM should inspect the flat with open kitchen layout to ensure that all proposed enhancements, including induction cooker, fire rated partition, smoke detector/fire alarm, warning notice and sprinkler, are not removed;
- d. The functioning of the proposed FSI will be monitored by the BM such that when the fitting-out contractor(s) commence work inside a

flat, he/she is required to pay deposit money to the BM. Upon completion of the fitting-out work, the BM or its representative will check the flat inside to ensure that all proposed FSI remains in position. The BM will return the deposit money to whom paid the deposit, after checking of FSI and confirm such FSI are function in order.

- e. Inspection or maintenance of sprinkler system and smoke detection system shall not be carried out at the same time to avoid disabling the fire protection system of the flats with open kitchen;
- f. Notice shall be placed at public area to notice all occupants in case of any inspection, maintenance or decoration.

#### **MAINTENANCE OF MEAN OF ESCAPE**

With reference to Code of Practice for the Provision of Means of Escape in Case of Fire, 1996 and Code of Practice for Fire Resisting Construction, 1996 and other fire safety guidelines, means of escape shall be kept clear from obstructions and work functionally and effectively, in case of fire.

The following requirements must be adhered in order to ensure the above code compliances.

1. Means of escape shall be clearly indicated and adequately illuminated.
2. Means of escape path must be maintained such that available for egress at all times.
3. All fire rated construction installed for the purpose of providing an effective fire separation barrier must be constructed to achieve required fire rating, including wall penetrations for building and fire services and etc.
4. Stairways and final exit doors must never be obstructed, and all exit doors must be capable of being opened easily and immediately from inside building.
5. Fire doors are provided in a building in order to contain smoke and fire and fire doors must be always kept closed when not in use.
6. Rubbish and combustible waste including paper, cardboard, plastic films, wooden pallets and chemicals should not be allowed to accumulate in any area. Where large quantities of combustible waste are found, it should be removed to an outdoor storage area or waste skip located away from the building.

#### **1.4. Training Plan**

##### **STAFF BRIEFING & TRAINING**

Staff members are trained to instruct building occupants to commence their evacuation.

The training shall cover:

1. Locations of means of escape and assembly point
2. Position of alarm call points and fire-fighting equipment
3. Procedures in alerting occupants and guiding the movement of occupants in the building
4. Use and functioning of portable firefighting equipment.

##### **FIRE EVACUATION DRILL**

Fire drills should be carried out at regular intervals to verify the effectiveness of the pre-determined management procedures as specified in the Fire Action Plan. The frequency of drill should be at least once yearly. All the occupants will be invited to take part in the fire drill. The drill should be initiated by activating the fire alarm and all stages of the drill should be observed by a follow-up review of the drill. Any deficiencies can be immediately identified and remedied.

#### **1.5. Bounding Conditions (For Flats with Open Kitchen Layout)**

1. Sprinkler head (fast response type) provided in each flat with open kitchen shall be located under the bulkhead within 800mm horizontal distance from the induction cooker.
2. Smoke detectors (multi-sensor detector with sounder base) in each flat with open kitchen shall be located within one (1) metre distance horizontally from the induction cooker;
3. Owner / occupant is only allowed to replace the installed cooking appliance with electro-magnetic induction cooker matching the following specification:
  - i) Automatic cut-off temperature  $\leq 250^{\circ}\text{C}$
4. Relocation of the installed cooking appliances (electro-magnetic induction cooker) is not allowed. The cooker is interlocked with the smoke detector inside the flats;
5. Surface materials of the kitchen furniture including counter-top, wall mount cabinets and floor stand cabinets shall comply with international standard such as BS 476 Part 7 Class 1 or EN 13501-1 Classification D-S2,D0 or other equivalent standards.
6. FRP partition to the open kitchen and permanent display board notice cannot be removed or demolished;
7. Disconnection of sprinkler system is not allowed;

- 8.** Owner / occupant is only allowed to replace the smoke detectors by same type of smoke detector by a registered fire service installation contractor with prior endorsement from BM;
- 9.** No gas cooking or gas piping in the flat with open kitchen layout.
- 10.** All fire service installations should be subject to annual inspection by registered fire service installation contractors.
- 11.** BM will regularly check the sprinklers and detectors installed in the flats with open kitchen.
- 12.** The owners / occupants of the flats with open kitchen shall be informed by the Building Manager that any addition of false ceiling and/or raised floor within the flat with open kitchen might affect the fire safety design of the building adopting a fire engineering approach.

THE SEVENTH SCHEDULE ABOVE REFERRED TO  
COVENANTS, PROVISIONS AND RESTRICTIONS TO BE APPLICABLE TO OR  
OBSERVED AND PERFORMED BY F.S.I. AS THE OWNER OF THE GOVERNMENT  
ACCOMMODATION

(a) F.S.I. as the Owner of the Government Accommodation shall at its own expenses keep the Government Accommodation (excluding any part forming part of the Items) in good and substantial repair and condition.

(b) F.S.I. as the Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation (excluding the Items) only but not any other part of the Estate.

(c) F.S.I. as the Owner of the Refuse Collection Point and the Public Toilet of the Government Accommodation shall not be liable to make any contribution towards the Management Expenses in respect of the remainder of the Estate and in particular shall not be liable for payment of any Management Expenses calculated in accordance with Clause (3:05) of this Deed.

(d) F.S.I. as the Owner of the RCHE cum CSSC and the RCHE Parking Space of the Government Accommodation shall be liable for payment of the management and maintenance charges only in respect of facilities or services which actually serve the RCHE cum CSSC and the RCHE Parking Space of the Government Accommodation or are used by the occupier thereof, his servants, contractors, agents or visitors Provided however that the liability of F.S.I. shall be as determined by the Government Property Administrator or person nominated by the Director of Lands for this purpose and in any event shall not exceed the proportion of the management and maintenance charges which the gross floor area of the RCHE cum CSSC and the RCHE Parking Space of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the Lot by reference to the proportion that the Management Shares of the Government Accommodation bears to the total Management Shares of the Estate and shall only commence from the date of the Assignment or the date of taking over of the RCHE cum CSSC and the RCHE Parking Space of the Government Accommodation, whichever is the earlier and Provided further that F.S.I. shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been approved in writing by the Government Property Administrator or person nominated by the Director of Lands for this purpose.

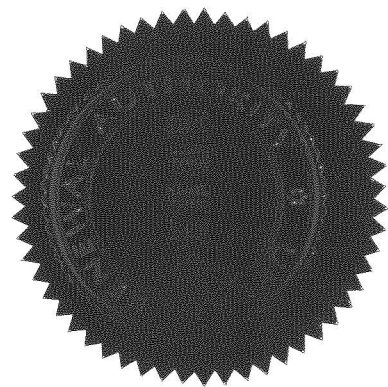
(e) F.S.I. as the Owner of the RCHE cum CSSC and the RCHE Parking Space of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the Estate (whether Common Areas or otherwise) or for the provision of facilities or services which do not, in the opinion of the Government Property Administrator or person nominated by the Director of Lands for this purpose, directly serve or otherwise directly benefit the RCHE cum CSSC and the RCHE Parking Space of the Government Accommodation.

(f) F.S.I. as the Owner of the Refuse Collection Point and the Public Toilet of the Government Accommodation shall not be liable for any payment of Special Funds, debris removal fee or payment of a like nature.

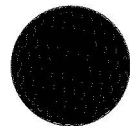
(g) Subject to the rights of the Owner of the Government Accommodation as provided in the Government Grant and this Deed, F.S.I. as the Owner of the RCHE cum CSSC and the RCHE Parking Space of the Government Accommodation shall not be liable for any payment of (i) management deposits; (ii) Special Funds except for the reimbursement of capital expenditure, as shall first be approved by the Government Property Administrator or person nominated by the Director of Lands for this purpose, in respect of facilities and services which actually serve the RCHE cum CSSC and the RCHE Parking Space of the Government Accommodation or are used by the occupier thereof, his servants, contractors, agents or visitors; (iii) insurance premium in respect of the Government Accommodation; (iv) debris removal fee; and (v) penalty charges on late payment of management and maintenance charges; or payment of a like nature.

(h) Subject to the rights of the Owner of the Government Accommodation as provided in the Government Grant and this Deed, F.S.I. shall pay and/or reimburse to the Manager all Government Accommodation Maintenance Expenses.

SEALED with the Common Seal )  
of the First Owner and SIGNED )  
by Mr. Cheng Kai Wah, Pius, )  
Executive Director ----- )  
as duly authorised by resolution of the )  
board whose signature(s) is/are )  
verified by :- )



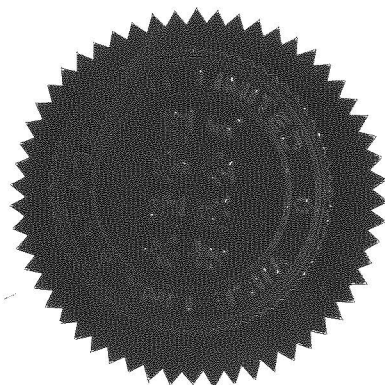
SIGNED SEALED and DELIVERED by )  
the Second Owner (Holder of Hong )  
Kong Identity Card No. )  
in the presence of :- )

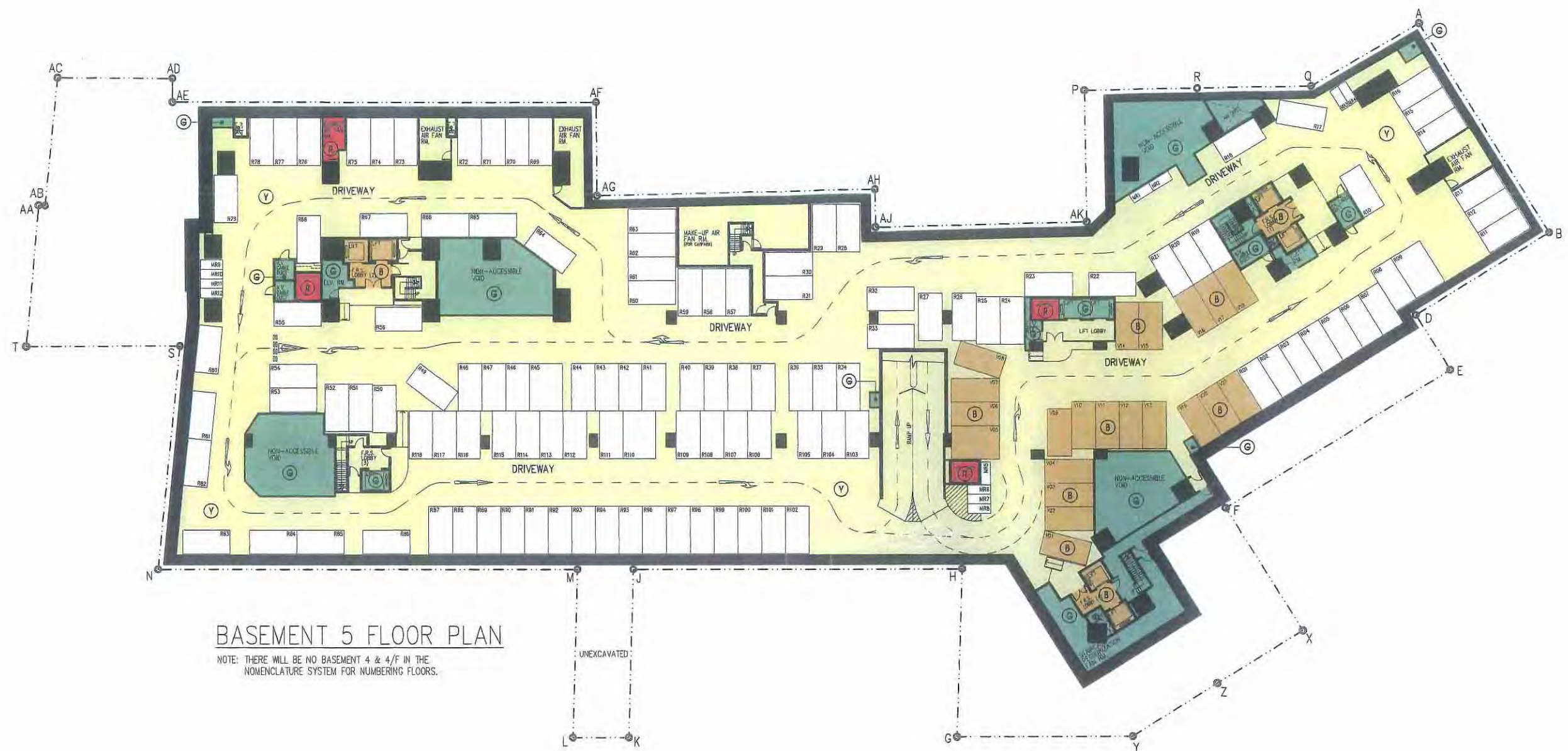


INTERPRETED to the Second Owner by:-



SEALED with the Common Seal )  
of the Management Company and )  
SIGNED by )  
GORDON-LEE CHING KEUNG )  
*William Wing Lam Wong* )  
whose signature(s) is/are verified by :- )





# BASEMENT 5 FLOOR PLAN

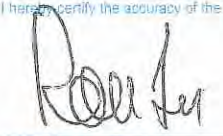
NOTE: THERE WILL BE NO BASEMENT 4 & 4/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS.

## LEGEND

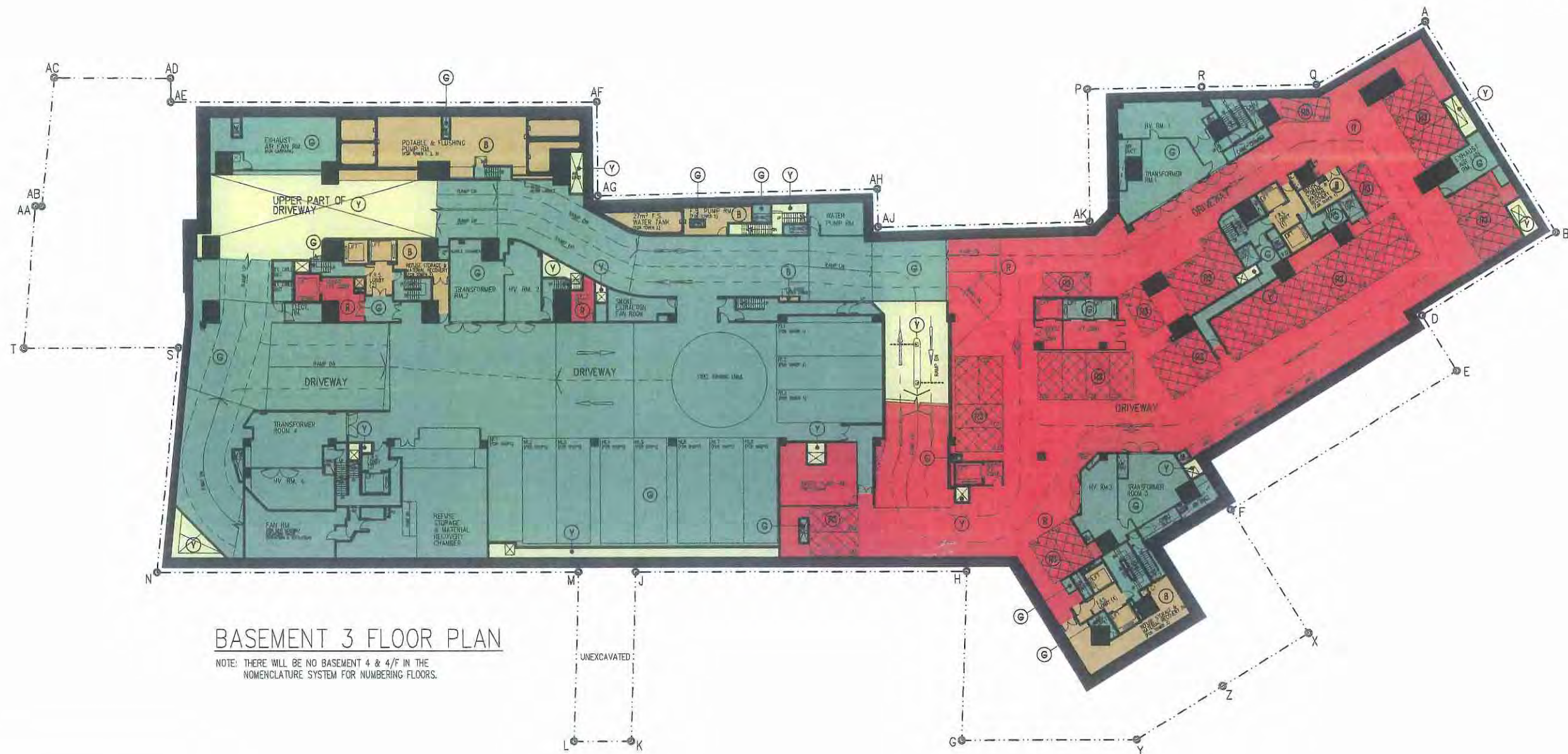
- E Estate Common Areas (Green)
- B Residential Common Areas (Brown)
- Y Residential Car Park Common Areas (Yellow)
- R Commercial Accommodation (excluding Commercial Carparking Spaces, Turnaround and Lay-by Area and Pavement and Public Open Space) (Red)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	FIRST ISSUE	CWL	MF	KI	03/08/11	1	NINTH ISSUE (AMENDMENT)	CWL	FYC	KI	17/12/14
A	SECOND ISSUE	CWL	MF	KI	18/11/11						
B	THIRD ISSUE	CWL	MF	KI	08/03/12						
C	FOURTH ISSUE	CWL	MF	KI	14/11/12						
D	FIFTH ISSUE	CWL	MF	KI	03/01/13						
E	SIXTH ISSUE	CWL	MF	KI	21/01/13						
F	SIXTH ISSUE (AMENDMENT)	CWL	MF	KI	18/03/13						
G	SIXTH ISSUE (AMENDMENT)	CWL	MF	KI	02/04/13						
H	SEVENTH ISSUE	CWL	MF	KI	26/07/13						
J	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13						
K	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
 Ronald Lu & Partners (Hong Kong) Ltd.  
 呂元仲建築師事務所(香港)有限公司  
 33rd Floor, Wu Chung House,  
 213 Queen's Road East,  
 Wanchai, Hong Kong  
 Tel : (852) 2891 2212  
 Fax : (852) 2834 5442

Project Title	Drawing Title	Project No.	Issue Date	I hereby certify the accuracy of the plan.
INLAND LOT NO. 9018	(SITE A) BASEMENT 5 FLOOR PLAN	09050HK	AUG 2011	
		Code File No.		LU Ronald
		U:\DRAWING\SUB\DMC\PLAT\ A_A_DMC_01		Architect/Planner (Address)
		SCALE:	1:500	
		Drawing No.	A/A/DMC/01	





# BASEMENT 3 FLOOR PLAN

NOTE: THERE WILL BE NO BASEMENT 4 & 4/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS.

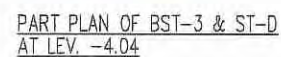
LEGEND	
	(G) Estate Common Areas (Green)
	(B) Residential Common Areas (Brown)
	(Y) Residential Car Park Common Areas (Yellow)
	(R) Commercial Accommodation (excluding Commercial Carparking Spaces, Turnaround and Lay-by Area and Pavement and Public Open Space) (Red)
	(R3) Commercial Carparking Spaces (Red Cross-Hatched Block)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
-	FIRST ISSUE	CWL	MF	KI	03/08/11						
A	SECOND ISSUE	CWL	MF	KI	18/11/11						
B	THIRD ISSUE	CWL	MF	KI	09/03/12						
C	FOURTH ISSUE	CWL	MF	KI	14/11/12						
D	FIFTH ISSUE	CWL	MF	KI	03/01/13						
E	SIXTH ISSUE	CWL	MF	KI	21/01/13						
F	SIXTH ISSUE (AMENDMENT)	CWL	MF	KI	02/04/13						
G	SEVENTH ISSUE	CWL	MF	KI	28/07/13						
H	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	14/09/13						
J	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
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 Fax : (852) 2834 5442

Project Title  INLAND LOT NO. 9018	Drawing Title  (SITE A) BASEMENT 3 FLOOR PLAN	Project No. 09050HK Issue Date AUG 2011 Cad File No. U:\DRAWING\SUB\DMC\LOT\ A_A_DMC_02 SCALE 1:500 Drawing No. A/A/DMC/02	I hereby certify the accuracy of the plan  <i>Ronald Lu</i> LU Ronald Architect (Professional)
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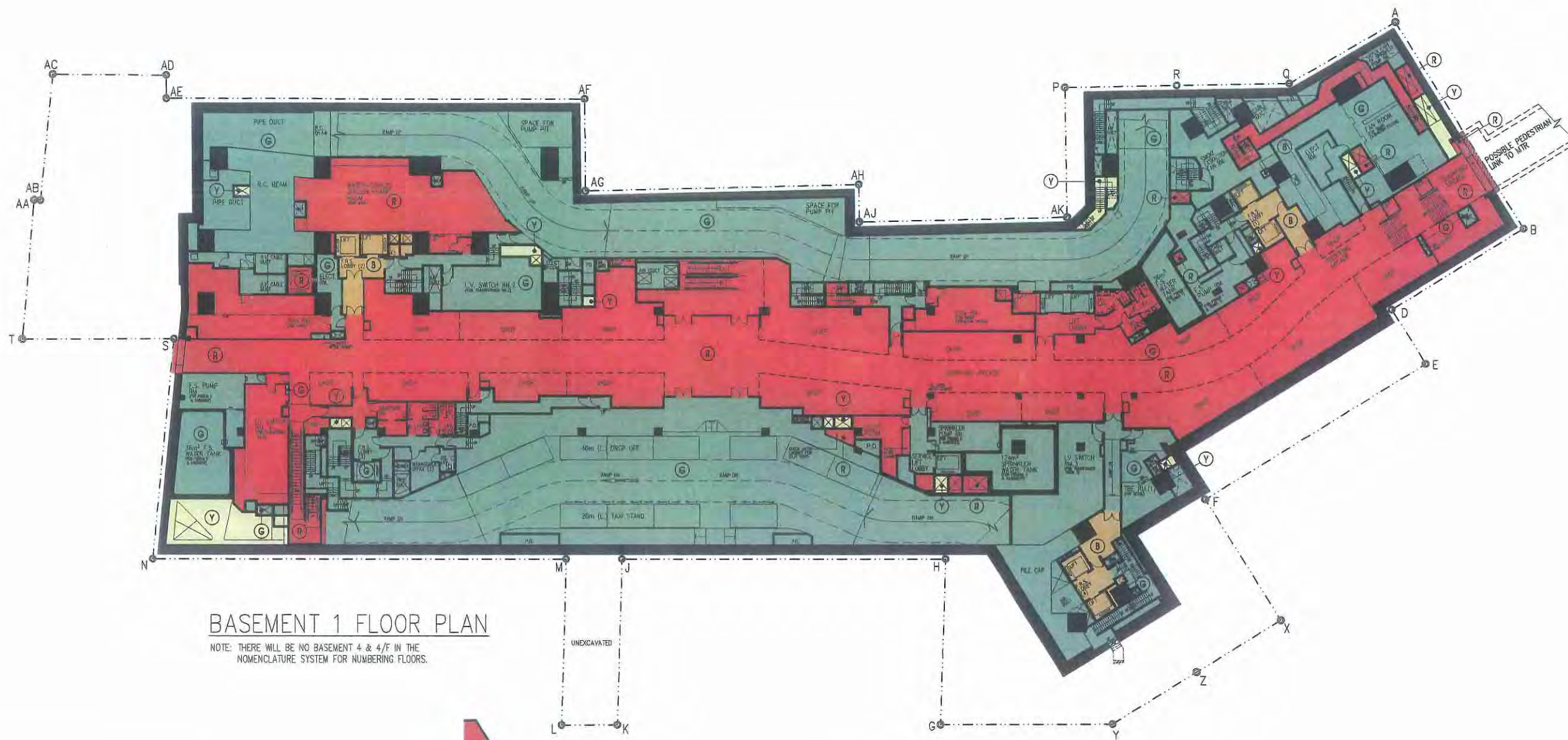
NOTE: THERE WILL BE NO BASEMENT 4 & 4/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS.

- | Rev. | Description               | Drawn | Checked | Approved | Date     | Rev. | Description | Drawn | Checked | Approved | Date | <div> <div> Check all measurements on site.<br/> and use of drawings.<br/> The drawing is to be read in conjunction with the specifications and measurements are to be recorded.<br/> The drawing remains the copyright property of the Architect and is not to be reproduced in whole or in part without permission of the Architect. </div> <div> B.D. REF<br/> F.S.D. REF<br/> D.L.O. REF<br/> Drawn By<br/> Checked By<br/> Approved By </div> </div> |
|------|---------------------------|-------|---------|----------|----------|------|-------------|-------|---------|----------|------|---|
| A    | FIRST ISSUE               | CWL   | MF      | KI       | 03/08/11 |      |             |       |         |          |      |   |
| B    | SECOND ISSUE              | CWL   | MF      | KI       | 08/11/11 |      |             |       |         |          |      |   |
| C    | THIRD ISSUE               | CWL   | MF      | KI       | 09/03/12 |      |             |       |         |          |      |   |
| D    | FOURTH ISSUE              | CWL   | MF      | KI       | 14/11/12 |      |             |       |         |          |      |   |
| E    | FIFTH ISSUE               | CWL   | MF      | KI       | 03/01/13 |      |             |       |         |          |      |   |
| F    | SIXTH ISSUE               | CWL   | MF      | KI       | 21/01/13 |      |             |       |         |          |      |   |
| G    | SIXTH ISSUE (AMENDMENT)   | CWL   | MF      | KI       | 02/04/13 |      |             |       |         |          |      |   |
| H    | SEVENTH ISSUE             | CWL   | MF      | KI       | 28/07/13 |      |             |       |         |          |      |   |
| I    | SEVENTH ISSUE (AMENDMENT) | CWL   | MF      | KI       | 13/09/13 |      |             |       |         |          |      |   |
| J    | NINTH ISSUE               | CWL   | FYC     | KI       | 05/12/14 |      |             |       |         |          |      |   |

Tel : (852) 2891 2212  
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LU Ronald  
Assistant Design Architect

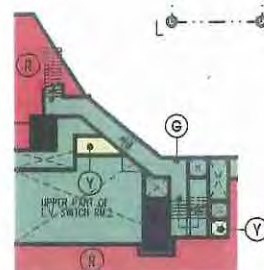




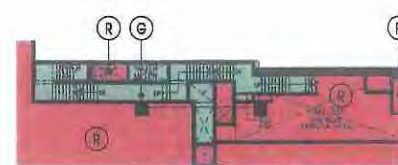
# BASEMENT 1 FLOOR PLAN

NOTE: THERE WILL BE NO BASEMENT 4 & 4/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS.

LEGEND				
(G)	Estate Common Areas (Green)			
(B)	Residential Common Areas (Brown)			
(Y)	Residential Car Park Common Areas (Yellow)			
(R)	Commercial Accommodation (excluding Commercial Carparking Spaces, Turnaround and Lay-by Area and Pavement and Public Open Spaces) (Red)			



PART PLAN OF ST-B  
AT LEV. 2.35



PART PLAN OF BST-6 & BST-8  
AT LEV. 2.425

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	FIRST ISSUE	CWL	MF	KI	02/08/11						
2	SECOND ISSUE	CWL	MF	KI	18/11/11						
3	THIRD ISSUE	CWL	MF	KI	09/03/12						
4	FOURTH ISSUE	CWL	MF	KI	14/11/12						
5	FIFTH ISSUE	CWL	MF	KI	03/01/13						
6	SIXTH ISSUE	CWL	MF	KI	21/01/13						
7	SIXTH ISSUE (AMENDMENT)	CWL	MF	KI	02/04/13						
8	SEVENTH ISSUE	CWL	MF	KI	26/07/13						
9	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	12/09/13						
10	NINTH ISSUE	CWL	FTC	KI	05/12/14						

**RONALD LU & PARTNERS**  
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33rd Floor, Wu Chung House,  
219 Queen's Road East,  
Wanchai, Hong Kong  
Tel : (852) 2891 2212  
Fax : (852) 2834 5442

Project Title  
INLAND LOT NO. 9018

Drawing Title  
(SITE A)  
BASEMENT 1 FLOOR PLAN

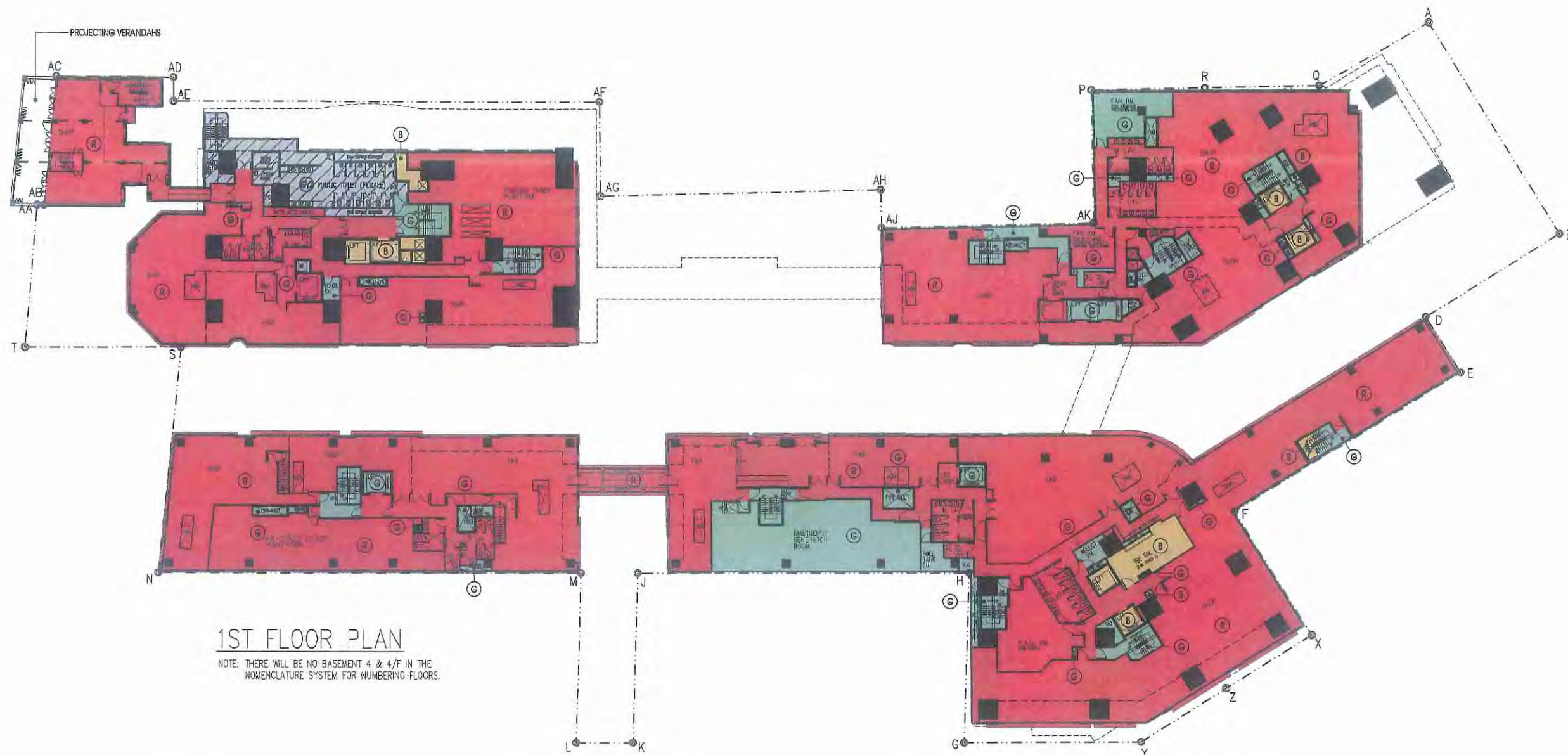
Project No. 09050HK	Issue Date AUG 2011
Cad File No. U:\...DRAWING\SUB\DMC\PLAT\ A_A_DMC_04	
SCALE 1:500	
Drawing No. A/A/DMC/04	

I hereby certify the accuracy of the plan.  
*Ronald Lu*  
LU Ronald  
Authorized Professional Architect









LEGEND				
	G	Estate Common Areas (Green)		
	B	Residential Common Areas (Brown)		
	R	Commercial Accommodation (excluding Commercial Carparking Spaces, Turnaround and Lay-by Area and Pavement and Public Open Spaces) (Red)		
	G	Government Accommodation (Public Toilet) (Grey Hatched Black)		

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	FIRST ISSUE	CWL	MF	KI	03/08/11						
2	SECOND ISSUE	CWL	MF	KI	18/11/11						
3	THIRD ISSUE	CWL	MF	KI	09/03/12						
4	FOURTH ISSUE	CWL	MF	KI	14/11/12						
5	FIFTH ISSUE	CWL	MF	KI	03/01/13						
6	SIXTH ISSUE	CWL	MF	KI	21/01/13						
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8	SEVENTH ISSUE	CWL	MF	KI	25/07/13						
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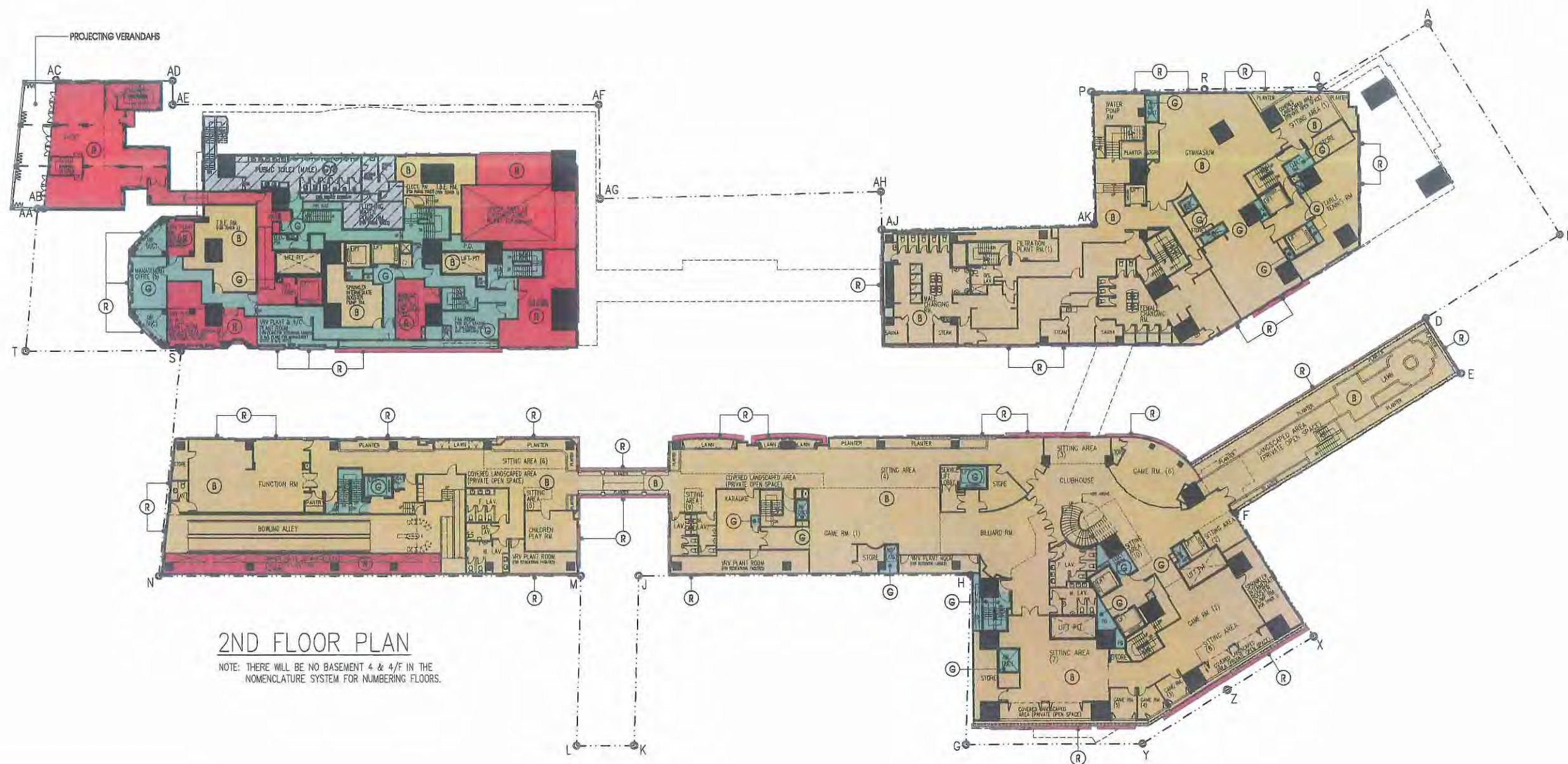
**RONALD LU & PARTNERS**  
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
 Ronald Lu & Partners (Hong Kong) Ltd.  
 呂元祥建築師事務所(香港)有限公司  
 33rd Floor, WU Chung House,  
 215 Queen's Road East,  
 Wanchai, Hong Kong  
 Tel : (852) 2891 2212  
 Fax : (852) 2834 5442

Project Title	Drawing Title	Project No.	Issue Date
INLAND LOT NO. 9018	(SITE A) 1/F PLAN	0905CHK	AUG 2011
		Grid File No.	
		U: \DRAWING\SUB\DMC\PILOT\ A_A_DMC_06	
		SCALE	1:500
		Drawing No.	
		A/A/DMC/06	

I hereby certify the accuracy of the plan.





*Ronald Lu*  
 LU Ronald  
 Architect (Professional)





## 2ND FLOOR PLAN

NOTE: THERE WILL BE NO BASEMENT 4 & 4/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS.

LEGEND	
	(G) Estate Common Areas (Green)
	(B) Residential Common Areas (Brown)
	(R) Commercial Accommodation (excluding Commercial Carparking Spaces, Turnaround and Lay-by Area and Pavement and Public Open Spaces) (Red)
	(G/T) Government Accommodation (Public Toilet) (Grey Hatched Block)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	FIRST ISSUE	CWL	MF	KI	03/08/11						
2	SECOND ISSUE	CWL	MF	KI	18/11/11						
3	THIRD ISSUE	CWL	MF	KI	09/03/12						
4	FOURTH ISSUE	CWL	MF	KI	14/11/12						
5	FIFTH ISSUE	CWL	MF	KI	03/01/13						
6	SIXTH ISSUE	CWL	MF	KI	21/01/13						
7	SIXTH ISSUE (AMENDMENT)	CWL	MF	KI	02/04/13						
8	SEVENTH ISSUE	CWL	MF	KI	26/07/13						
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10	NINTH ISSUE	CWL	FYC	KI	09/12/14						

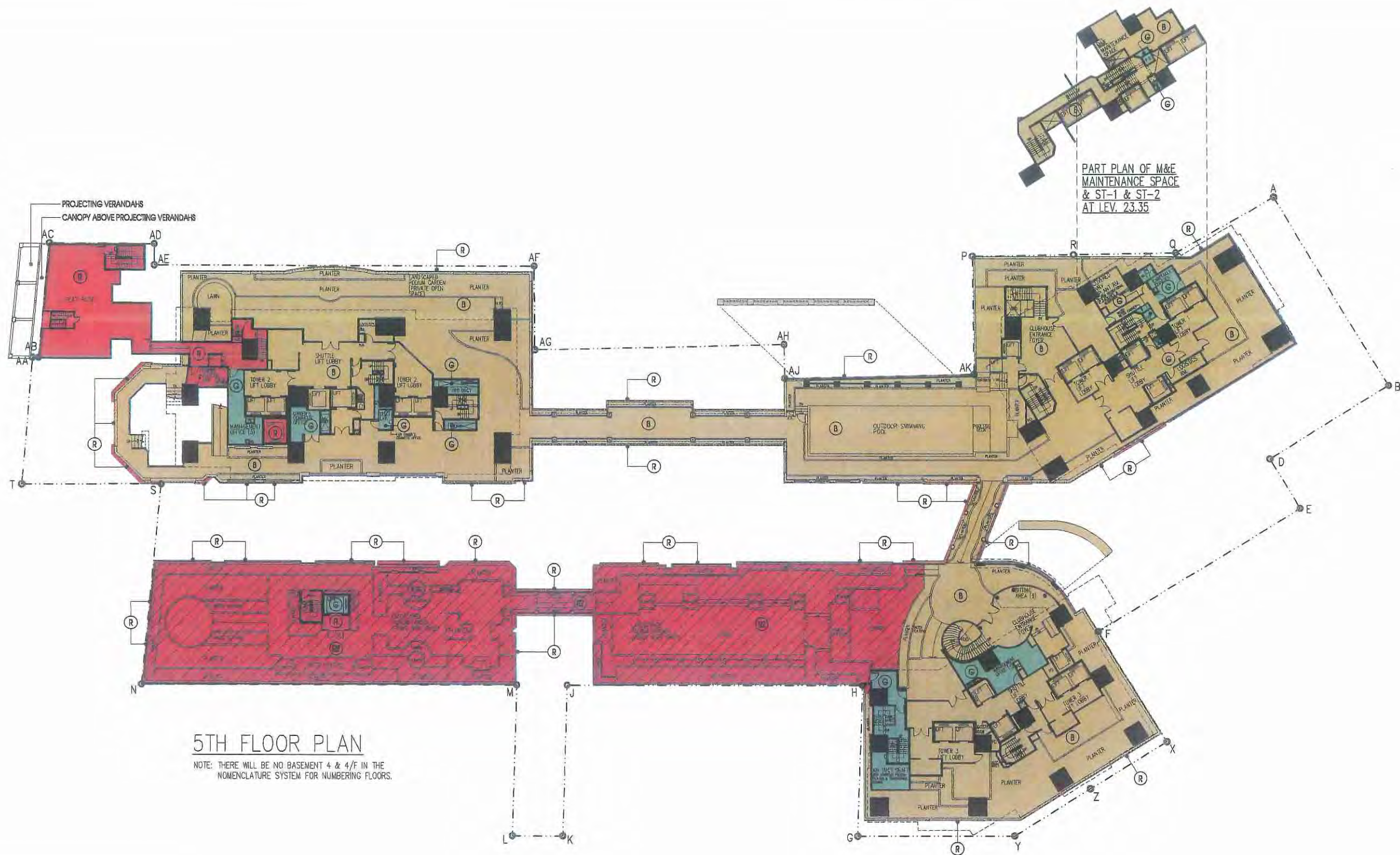
**RONALD LU & PARTNERS**  
ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
Ronald Lu & Partners (Hong Kong) Ltd.  
呂元祥建築師事務所(香港)有限公司  
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Wanchai, Hong Kong  
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Fax : (852) 2834 5442

Project Title INLAND LOT NO. 9018	Drawing Title (SITE A) 2/F PLAN	Project No. 09050HK Issue Date AUG 2011 Cad File No. U: \DRAWING\SUB\DMC\LOT\ A_A_DMC_07 SCALE: 1:500 Drawing No. A/A/DMC/07	I hereby certify the accuracy of the plan  LU Ronald Registered Professional Architect
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# 5TH FLOOR PLAN


NOTE: THERE WILL BE NO BASEMENT 4 & 4/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS.

## LEGEND

- G Estate Common Areas (Green)
- B Residential Common Areas (Brown)
- R Commercial Accommodation (excluding Commercial Carparking Spaces, Turnaround and Lay-by Area and Pavement and Public Open Space) (Red)
- R Commercial Accommodation (Public Open Space) (Red Hatched Black)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	FIRST ISSUE	CWL	MF	KI	03/08/11						
A	SECOND ISSUE	CWL	MF	KI	18/11/11						
B	THIRD ISSUE	CWL	MF	KI	08/03/12						
C	FOURTH ISSUE	CWL	MF	KI	14/11/12						
D	FIFTH ISSUE	CWL	MF	KI	03/01/13						
E	SIXTH ISSUE	CWL	MF	KI	21/01/13						
F	SIXTH ISSUE (AMENDMENT)	CWL	MF	KI	02/04/13						
G	SEVENTH ISSUE	CWL	MF	KI	26/07/13						
H	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/08/13						
J	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
 Ronald Lu & Partners (Hong Kong) Ltd.  
 呂元仲建築師事務所(香港)有限公司  
 33rd Floor, Wu Chung House,  
 215 Queen's Road East,  
 Wanchai, Hong Kong  
 Tel : (852) 2891 2212  
 Fax : (852) 2834 5442

Project Title	Drawing Title	Project No.	Issue Date
INLAND LOT NO. 9018	(SITE A) 5/F PLAN	09050HK	AUG 2011
		Cad File No.	U: \DRAWING\SUB\DMC\PLD\ A_A_DMC_09
		SCALE	1:500
		Drawing No.	A/A/DMC/09
		I hereby certify the accuracy of the plan.	
		 LU Ronald Architect/Person in Charge	





# 6TH FLOOR PLAN

NOTE: THERE WILL BE NO BASEMENT 4 & 4/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS.

## LEGEND

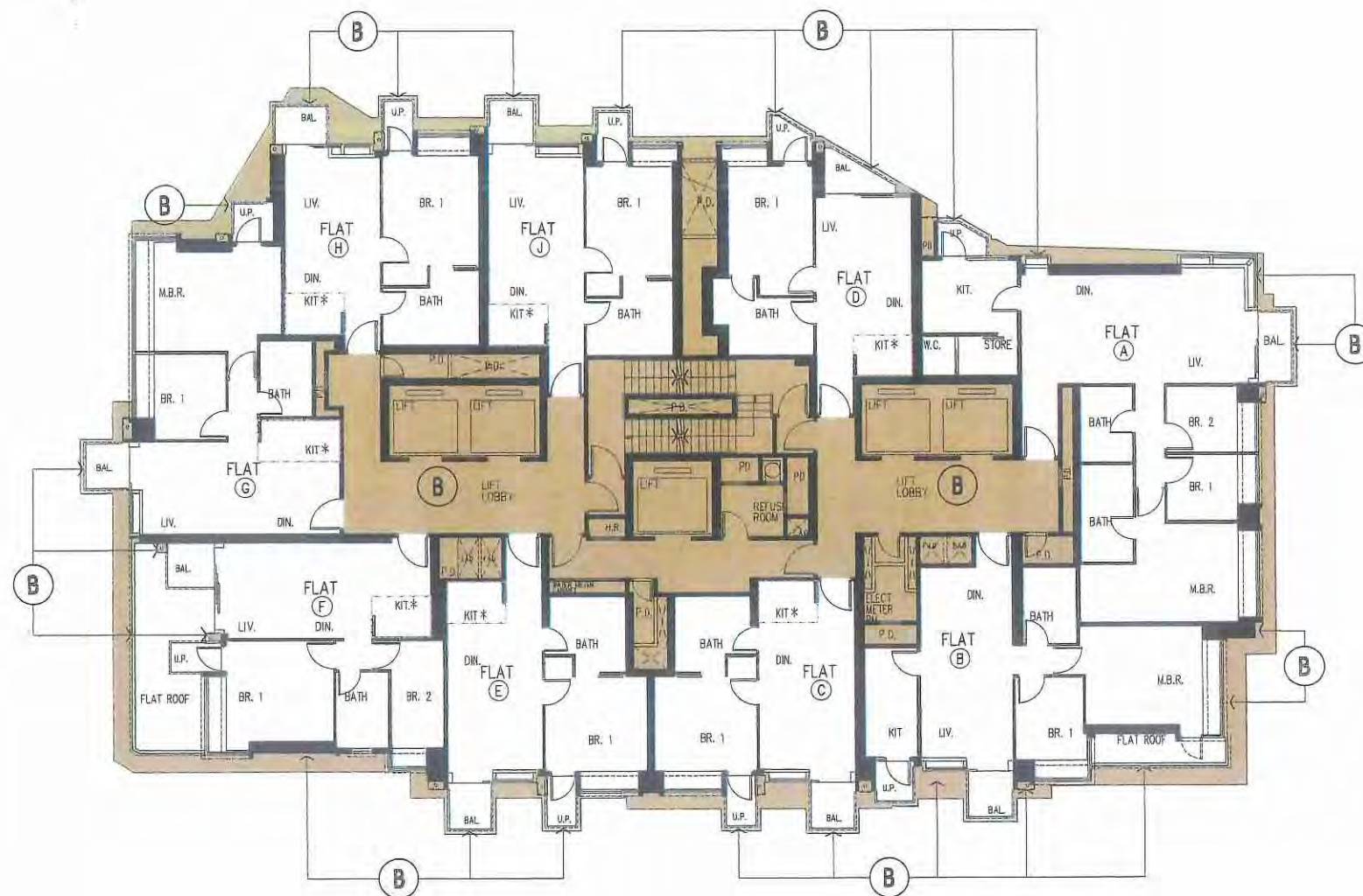
- (G) Estate Common Areas (Green)
- (B) Residential Common Areas (Brown)
- (R) Commercial Accommodation (excluding Commercial Carparking Spaces, Turnaround and Lay-by Area and Pavement and Public Open Spaces) (Red)
- KIT.\* Open Kitchen Subject to Fire Safety Management Plan (Red Pectled Line)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	FIRST ISSUE	CWL	MF	KI	03/08/11						
A	SECOND ISSUE	CWL	MF	KI	18/11/11						
B	THIRD ISSUE	CWL	MF	KI	09/03/12						
C	FOURTH ISSUE	CWL	MF	KI	14/11/12						
D	FIFTH ISSUE	CWL	MF	KI	03/01/13						
E	SIXTH ISSUE	CWL	MF	KI	21/01/13						
F	SIXTH ISSUE (AMENDMENT)	CWL	MF	KI	08/03/13						
G	SIXTH ISSUE (AMENDMENT)	CWL	MF	KI	02/04/13						
H	SEVENTH ISSUE	CWL	MF	KI	26/07/13						
J	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13						
K	NINTH ISSUE	CWL	FYC	KI	03/12/14						

**RONALD LU & PARTNERS**  
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
 Ronald Lu & Partners (Hong Kong) Ltd.  
 呂元祥建築師事務所(香港)有限公司  
 33rd Floor, Wu Chung House,  
 219 Queen's Road East,  
 Wanchai, Hong Kong  
 Tel : (852) 2891 2212  
 Fax : (852) 2834 5442

Project Title	Drawing Title	Project No.	Issue Date	I hereby certify the accuracy of the plan.  <div style="text-align: center;">             LU Ronald            Director / Registered Professional Engineer         </div>
INLAND LOT NO. 9018	(SITE A) 6/F PLAN	09050HK	AUG 2011	
		Cad File No.	U:\...DRAWING\SUB\DMC\PLAT\ A_A_DMC_10	
		SCALE	1:500	
		Drawing No.	A/A/DMC/10	





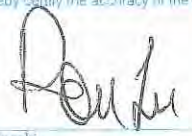
6/F PLAN  
(TOWER 1) (1 STOREY)

# LEGEND

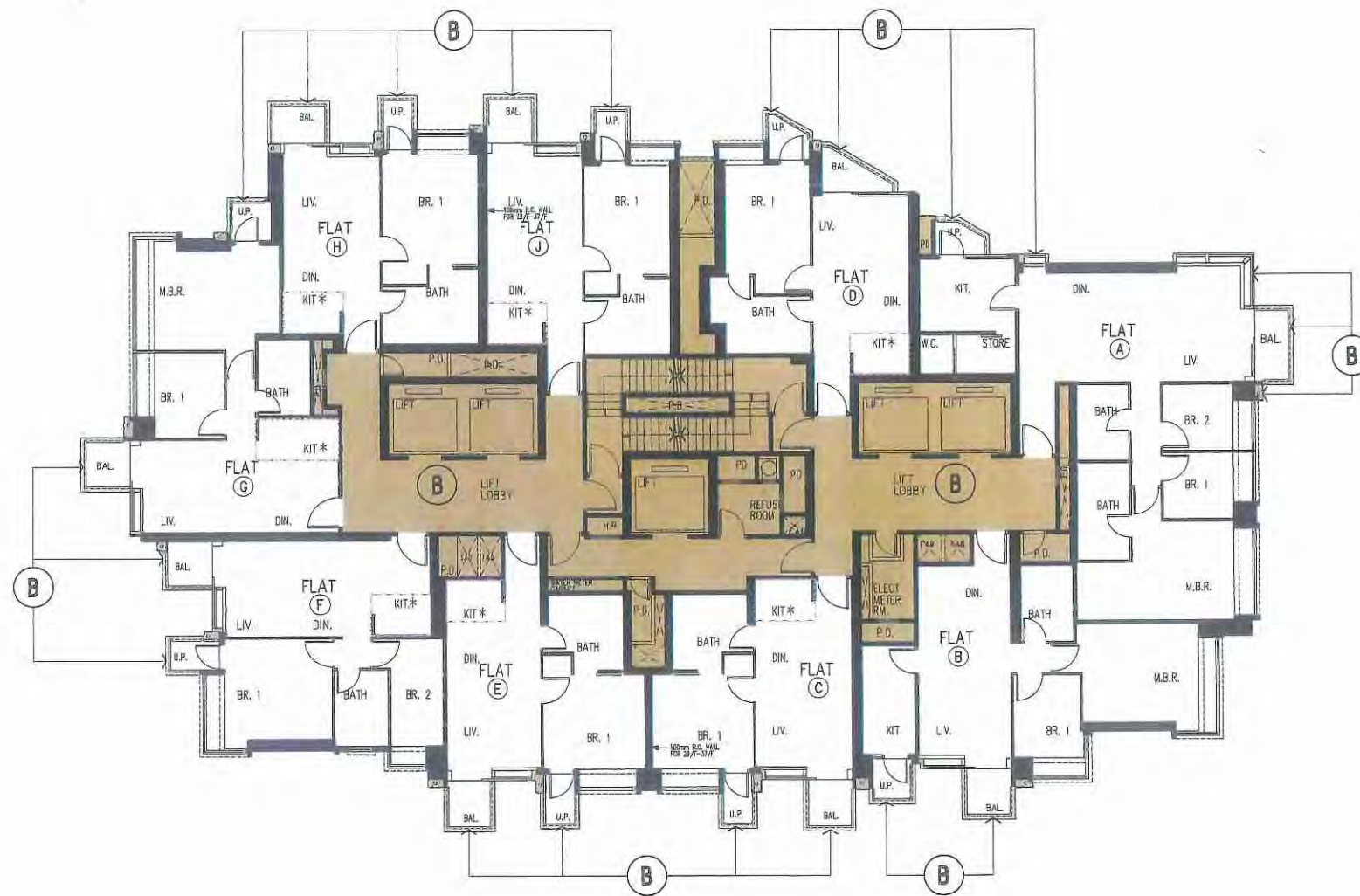
- Residential Common Areas (Brown)
- KIT\* Open Kitchen Subject to Fire Safety Management Plan (Red Pecked Line)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
-	FIRST ISSUE	CWL	MF	KI	03/08/11						
A	SECOND ISSUE	CWL	MF	KI	18/11/11						
B	THIRD ISSUE	CWL	MF	KI	09/03/12						
C	FOURTH ISSUE	CWL	MF	KI	14/11/12						
D	FIFTH ISSUE	CWL	MF	KI	03/01/13						
E	SIXTH ISSUE	CWL	MF	KI	21/01/13						
F	SEVENTH ISSUE	CWL	MF	KI	28/07/13						
G	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13						
H	EIGHTH ISSUE	CWL	MF	KI	27/07/14						
J	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
 Ronald Lu & Partners (Hong Kong) Ltd.  
 呂元得建築師事務所(香港)有限公司  
 33rd Floor, Wu Chung House,  
 218 Queen's Road East,  
 Wanchai, Hong Kong  
 Tel : (852) 2891 2212  
 Fax : (852) 2834 5442

Project Title	Drawing Title	Project No. 09050HK	Issue Date AUG 2011	I hereby certify the accuracy of the plan.
INLAND LOT NO. 9018	(SITE A) 6/F PLAN FOR TOWER 1	Code File No. U:\...DRAWING\SUB\DMC\LOT\ A_A_DMC_11	SCALE 1:200	
		Drawing No. A/A/DMC/11		LU Ronald Architects (Project Architect)





7/F-9/F & 11/F-37/F PLAN  
(TOWER 1) (26 STOREYS)

NOTES : THERE WILL BE NO 13/F, 14/F, 24/F & 34/F  
IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS

LEGEND

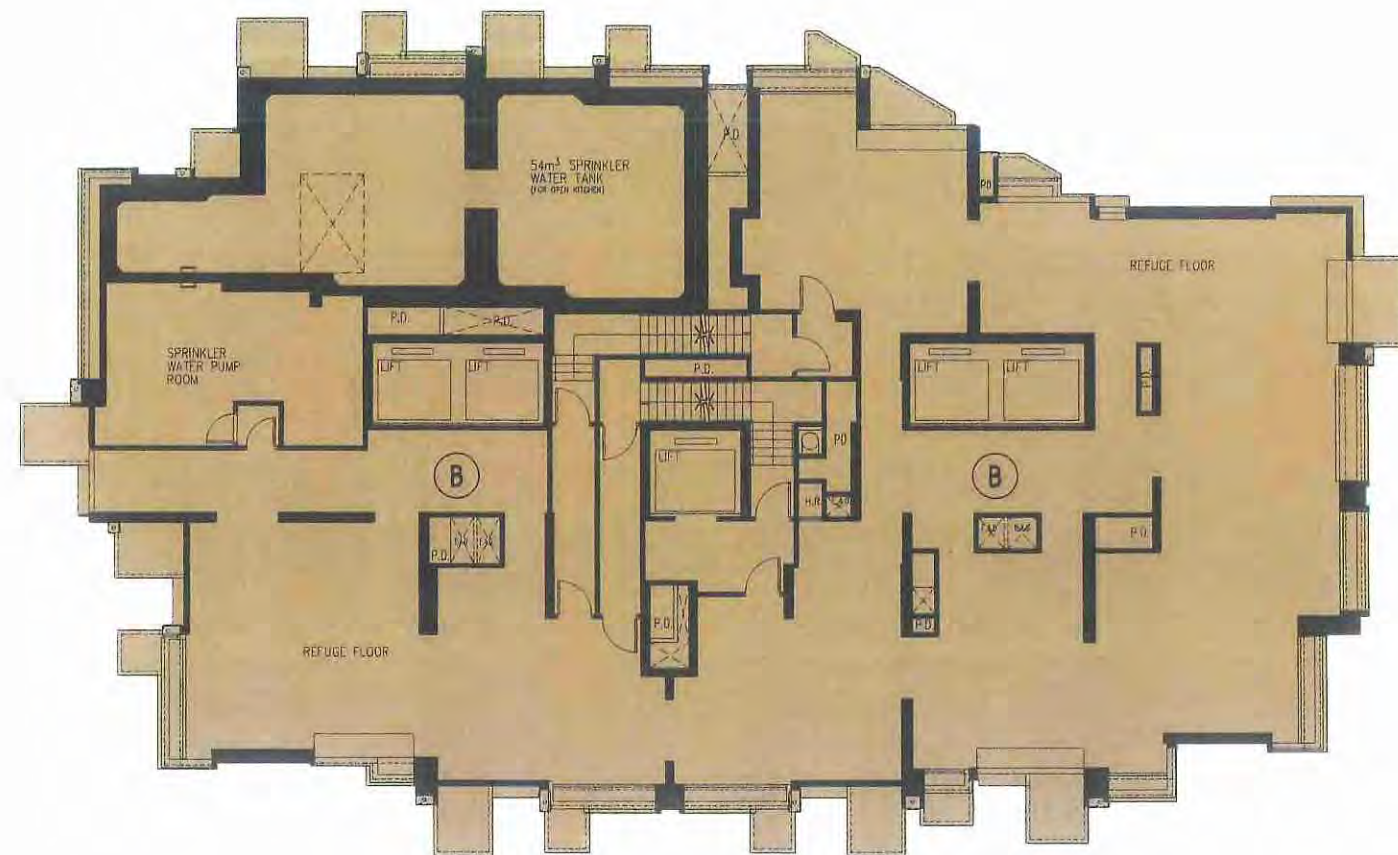
- Residential Common Areas (Brown)  
 KIT.\* Open Kitchen Subject to Fire Safety Management Plan (Red Pecked Line)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
-	FOURTH ISSUE	CWL	MF	KI	14/11/12						
A	FIFTH ISSUE	CWL	MF	KI	03/01/13						
B	SIXTH ISSUE	CWL	MF	KI	21/01/13						
C	SEVENTH ISSUE	CWL	MF	KI	28/02/13						
D	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13						
E	EIGHTH ISSUE	CWL	MF	KI	07/14						
F	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
 Ronald Lu & Partners (Hong Kong) Ltd.  
 呂元仲建築師事務所(香港)有限公司  
 33rd Floor, Wu Chung House,  
 218 Queen's Road East,  
 Wanchai, Hong Kong  
 Tel : (852) 2891 2212  
 Fax : (852) 2834 5442

Project Title	Drawing Title	Project No.	Issue Date	I hereby certify the accuracy of the plan
INLAND LOT NO. 9018	(SITE A) 7/F-9/F & 11/F-37/F PLAN FOR TOWER 1	09050HK	AUG 2011	
		Code File No.		LU Ronald
		U: ...DRAWING\SUB\DMC\PLAT\ A_A_DMC_11a		in Partners' Office A. Files
		SCALE	1:200	
		Drawing No.	A/A/DMC/11a	





10/F PLAN (REFUGE FLOOR)  
(TOWER 1) (1 STOREY)

LEGEND  
Residential Common Areas  
(Brown)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
A	FIRST ISSUE	CWL	MF	KI	03/08/11						
B	SECOND ISSUE	CWL	MF	KI	18/11/11						
C	THIRD ISSUE	CWL	MF	KI	09/03/12						
D	FOURTH ISSUE	CWL	MF	KI	14/11/12						
E	FIFTH ISSUE	CWL	MF	KI	03/01/13						
F	SIXTH ISSUE	CWL	MF	KI	21/01/13						
G	SEVENTH ISSUE	CWL	MF	KI	26/07/13						
H	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13						
I	EIGHTH ISSUE	CWL	MF	KI	07/14						
J	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
Ronald Lu & Partners (Hong Kong) Ltd.  
呂元博建築師事務所(香港)有限公司  
33rd Floor, Wu Chung House,  
215 Queen's Road East,  
Wanchai, Hong Kong  
Tel : (852) 2891 2212  
Fax : (852) 2854 5442

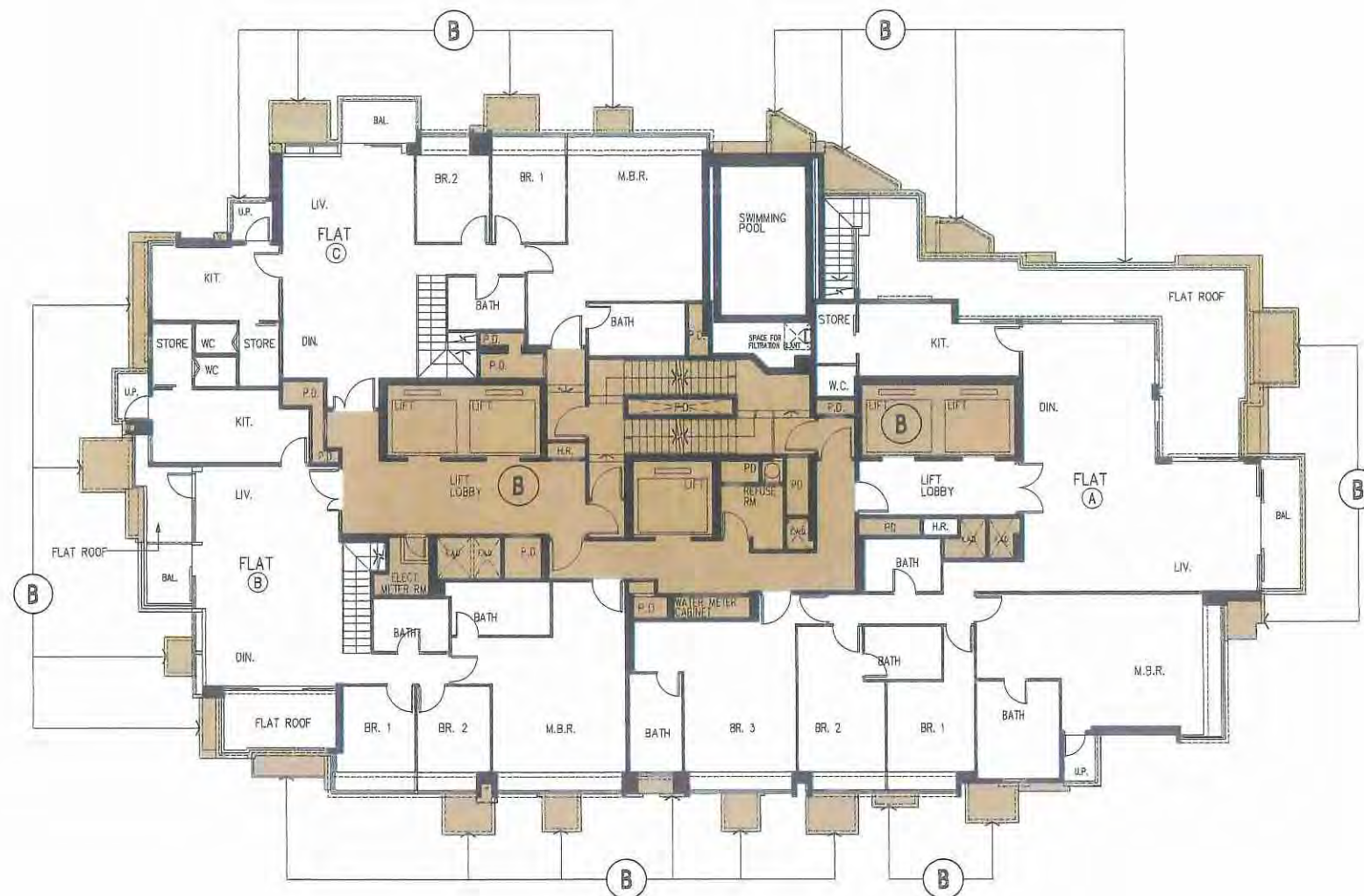
Project Title  
INLAND LOT NO. 9018

Drawing Title  
(SITE A)  
10/F PLAN (REFUGE FLOOR)  
FOR TOWER 1

Project No.  
09050HK  
Issue Date  
AUG 2011  
Cod File No.  
U:\DRAWING\SUB\DMC\LOT\ A\_A\_DMC\_12  
SCALE  
1:200  
Drawing No.  
A/A/DMC/12

I hereby certify the accuracy of the plan  
  
LU Ronald  
Architect (Professional)





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

**LEGEND**  
 Residential Common Areas (Brown)

Rev.	Description	Drawn	Checked	Approved	Date
1	FIRST ISSUE	CWL	MF	KI	05/08/11
A	SECOND ISSUE	CWL	MF	KI	18/11/11
B	THIRD ISSUE	CWL	MF	KI	09/03/12
C	FOURTH ISSUE	CWL	MF	KI	14/11/12
D	FIFTH ISSUE	CWL	MF	KI	03/01/13
E	SIXTH ISSUE	CWL	MF	KI	21/01/13
F	SEVENTH ISSUE	CWL	MF	KI	26/02/13
G	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/08/13
H	EIGHTH ISSUE	CWL	MF	KI	27/02/14
J	NINTH ISSUE	CWL	FYC	KI	05/12/14

**RONALD LU & PARTNERS**  
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
**Ronald Lu & Partners (Hong Kong) Ltd.**  
 呂元仲建築師事務所(香港)有限公司  
 33rd Floor, Wu Chung House,  
 213 Queen's Road East,  
 Wanchai, Hong Kong  
 Tel : (852) 2891 2212  
 Fax : (852) 2834 5442

Project Title  
 INLAND LOT NO. 9018

Drawing Title  
 (SITE A)  
 38/F PLAN  
 FOR TOWER 1

Project No.  
 09050HK  
 Issue Date  
 AUG 2011  
 Cod File No.  
 U:\DRAWING\SUB\DMC\LOT\ A\_A\_DMC\_13  
 SCALE  
 1:200  
 Drawing No.  
 A/A/DMC/13  
 I hereby certify the accuracy of the plan  
  
 LU Ronald  
 Authorized Person: Architect



ROOF PLAN  
(TOWER 1) (1 STOREY)

NOTES  
ALL ROOF ABOVE BAL./U.P. TO BE NON-ACCESSIBLE

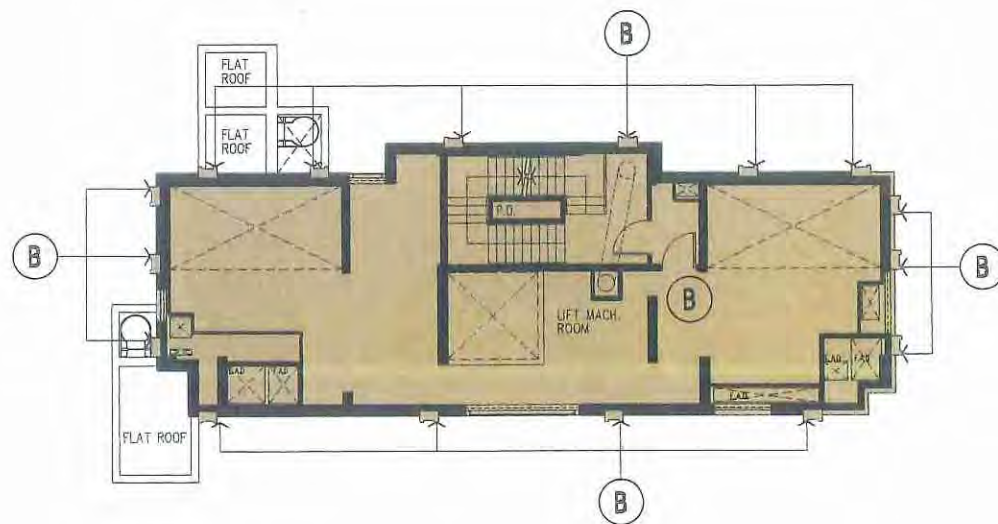
LEGEND	
<span style="background-color: brown; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span>	Residential Common Areas (Brown)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
-	FIRST ISSUE	CWL	MF	KI	03/08/11	-					
A	SECOND ISSUE	CWL	MF	KI	18/11/11	-					
B	THIRD ISSUE	CWL	MF	KI	09/03/12	-					
C	FOURTH ISSUE	CWL	MF	KI	14/11/12	-					
D	FIFTH ISSUE	CWL	MF	KI	03/01/13	-					
E	SIXTH ISSUE	CWL	MF	KI	21/01/13	-					
F	SEVENTH ISSUE	CWL	MF	KI	28/02/13	-					
G	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/08/13	-					
H	EIGHTH ISSUE	CWL	MF	KI	07/02/14	-					
J	NINTH ISSUE	CWL	FYC	KI	05/12/14	-					

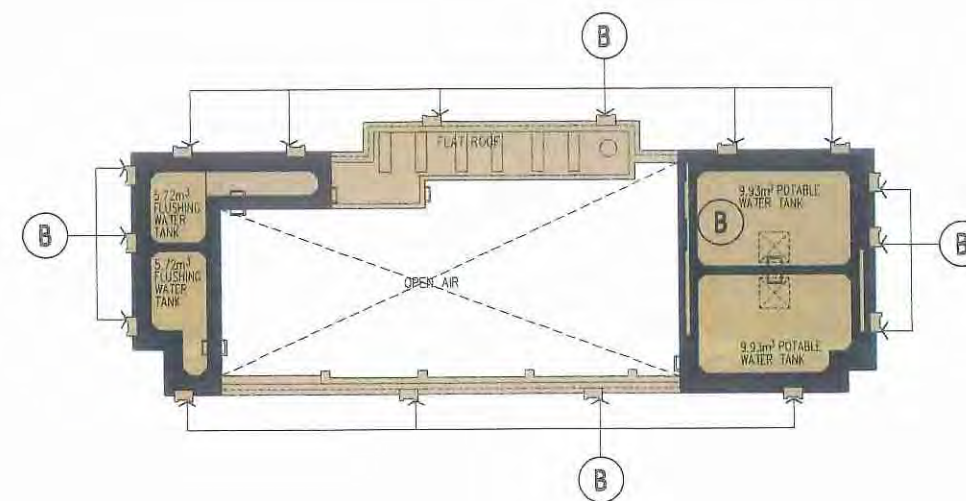
**RONALD LU & PARTNERS**  
ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
Ronald Lu & Partners (Hong Kong) Ltd.  
呂元仲建築師事務所(香港)有限公司  
33rd Floor, Wu Chung House,  
215 Queen's Road East,  
Wanchai, Hong Kong  
Tel : (852) 2891 2212  
Fax : (852) 2834 5442

Project Title INLAND LOT NO. 9018	Drawing Title (SITE A) ROOF PLAN FOR TOWER 1	Project No. 0905QHK Issue Date AUG 2011 Cad File No. U: \DRAWING\SUB\DMC\PLAT\ A_A_DMC_14 SCALE 1:200 Drawing No. A/A/DMC/14	I hereby certify the accuracy of the plan.  LU Ronald Ronald Lu, Architect
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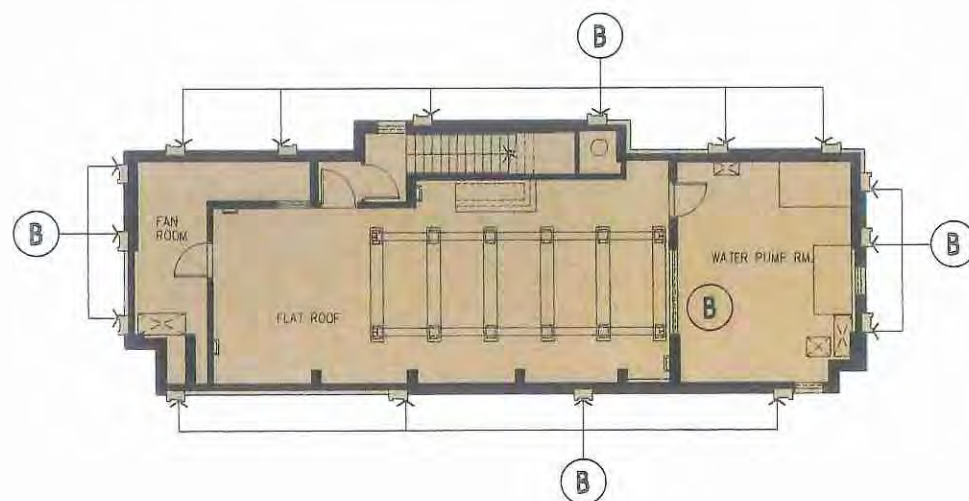




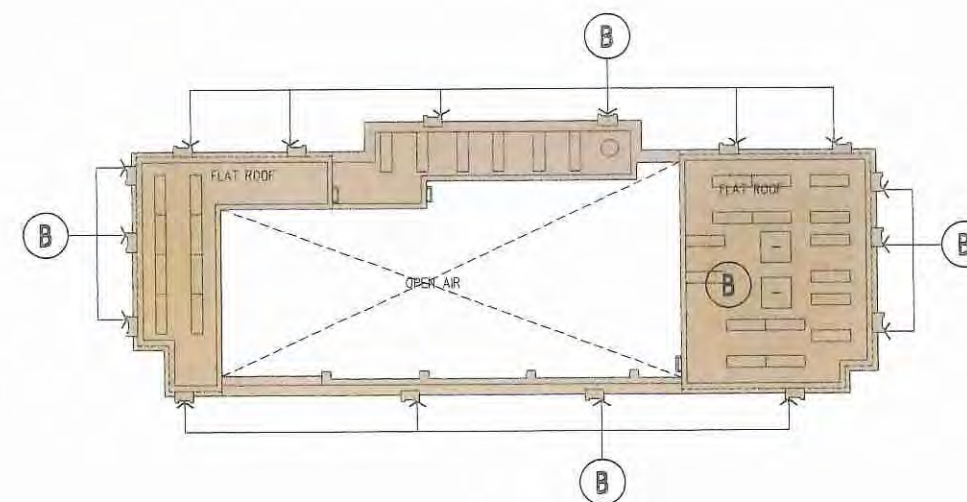
LIFT MACH. RM. FLOOR PLAN (TOWER 1)



WATER TANK FLOOR PLAN (TOWER 1)



UPPER ROOF PLAN (TOWER 1)



TOP ROOF PLAN (TOWER 1)

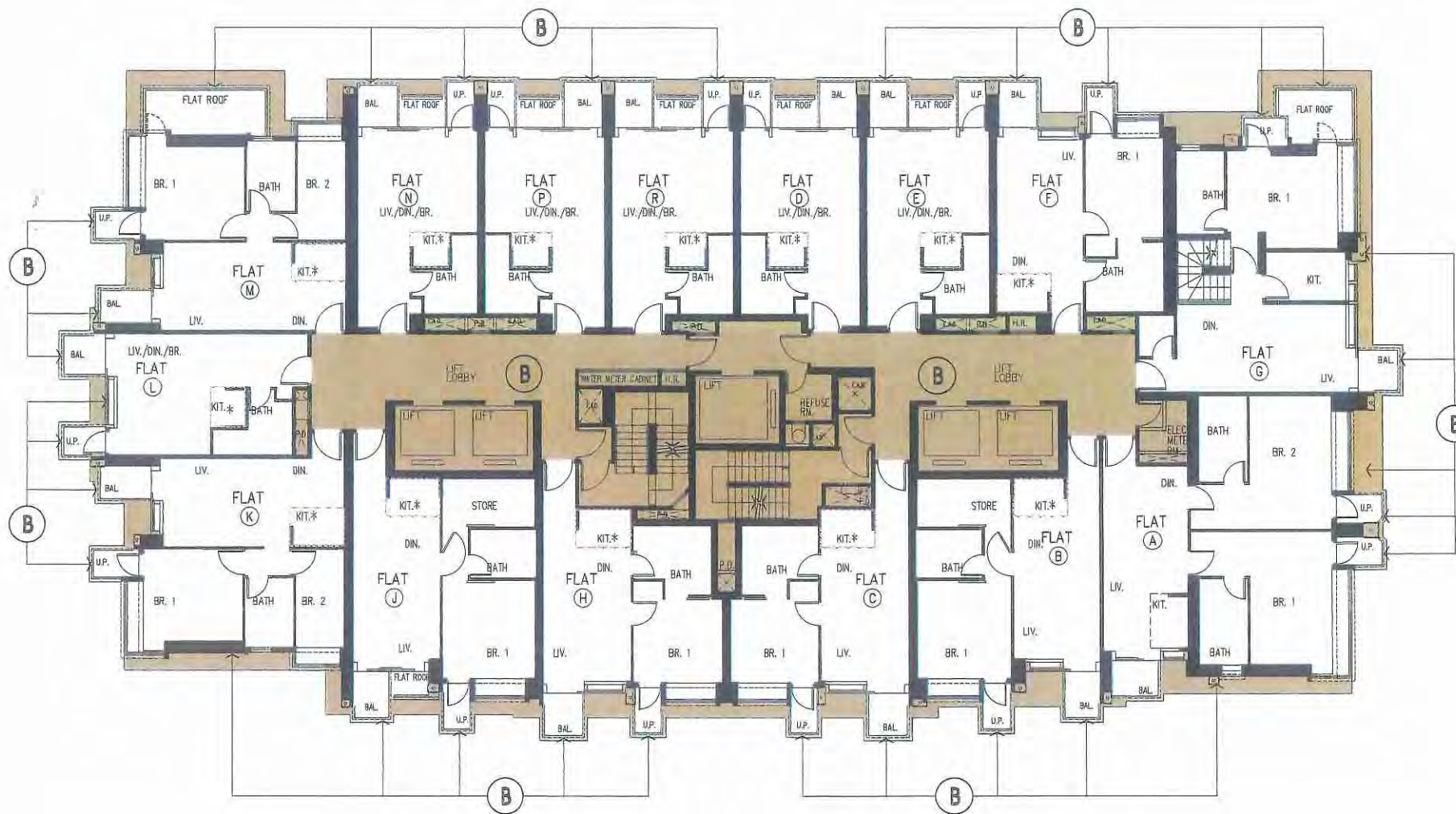
**LEGEND**  
 Residential Common Areas (Brown)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
-	FOURTH ISSUE	CWL	MF	KI	14/11/12						
A	FIFTH ISSUE	CWL	MF	KI	03/01/13						
B	SIXTH ISSUE	CWL	MF	KI	21/01/13						
C	SEVENTH ISSUE	CWL	MF	KI	26/07/13						
D	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13						
E	EIGHTH ISSUE	CWL	MF	KI	07/14						
F	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
 ARCHITECTS (PLANNERS) INTERIOR DESIGNERS  
 Ronald Lu & Partners (Hong Kong) Ltd.  
 呂元祥建築師事務所(香港)有限公司  
 33rd Floor, Wu Chung House,  
 213 Queen's Road East,  
 Wanchai, Hong Kong  
 Tel : (852) 2891 2212  
 Fax : (852) 2834 5442

Project Title	Drawing Title	Project No.	Issue Date	I hereby certify the accuracy of the plan.   LU Ronald Authorized Person, Architect
INLAND LOT NO. 9018	(SITE A) LIFT MACH. RM. FLOOR PLAN UPPER ROOF PLAN WATER TANK FLOOR PLAN AND TOP ROOF PLAN FOR TOWER 1	09050HK	AUG 2011	
		Cad File No.		
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		SCALE:	1:200	
		Drawing No.	A/A/DMC/14a	





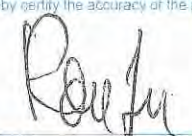
6/F PLAN  
(TOWER 2) (1 STOREY)

# LEGEND

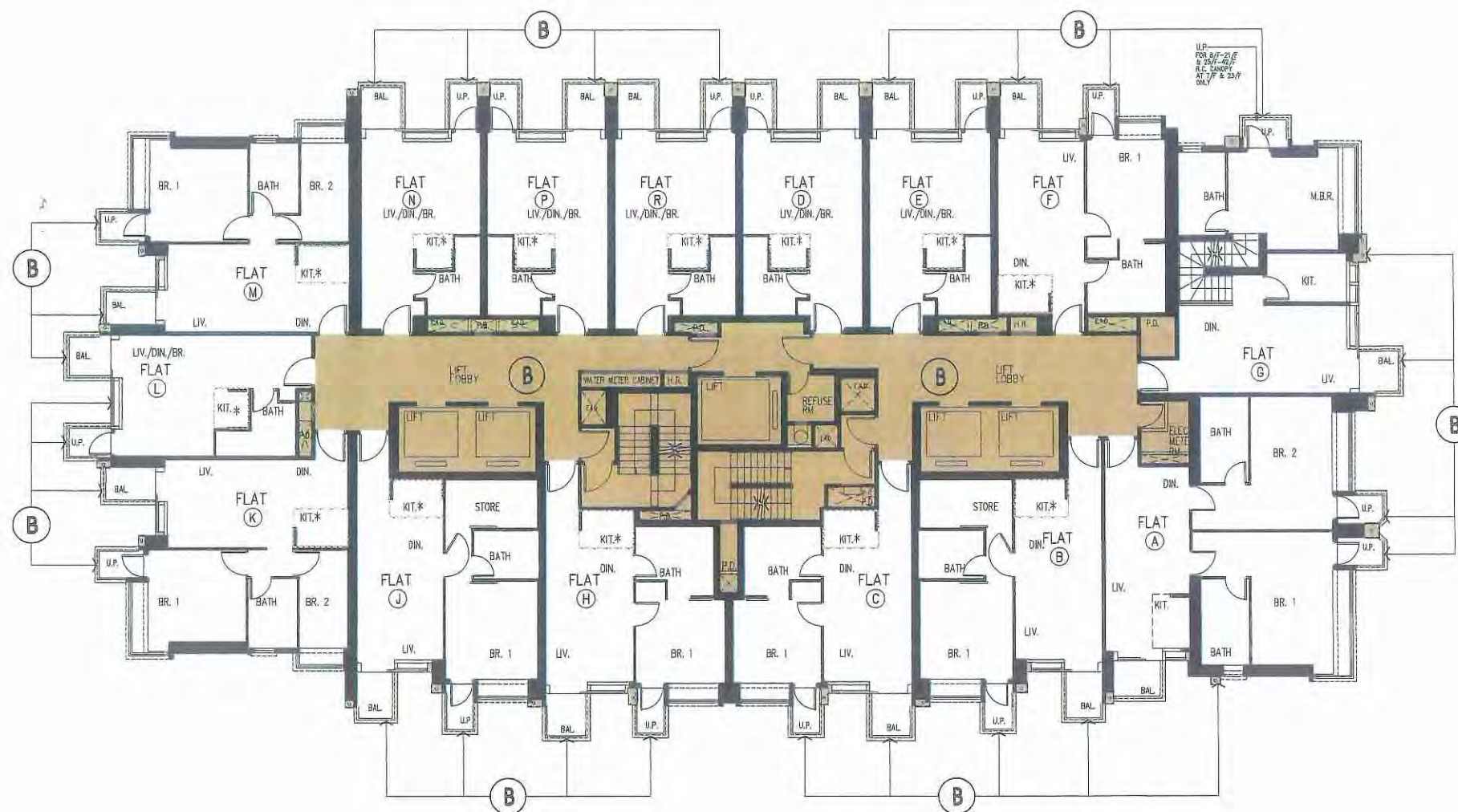
- Residential Common Areas (Brown)
- KIT.\* Open Kitchen Subject to Fire Safety Management Plan (Red Pecked Line)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	FIRST ISSUE	CWL	MF	KI	03/08/11						
A	SECOND ISSUE	CWL	MF	KI	18/11/11						
B	THIRD ISSUE	CWL	MF	KI	09/03/12						
C	FOURTH ISSUE	CWL	MF	KI	14/11/12						
D	FIFTH ISSUE	CWL	MF	KI	03/01/13						
E	SIXTH ISSUE	CWL	MF	KI	21/01/13						
F	SEVENTH ISSUE	CWL	MF	KI	26/07/13						
G	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	14/09/13						
H	EIGHTH ISSUE	CWL	MF	KI	27/07/14						
J	EIGHTH ISSUE (AMENDMENT)	CWL	MF	KI	27/10/14						
K	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
ARCHITECTS (PLANNERS) INTERIOR DESIGNERS  
Ronald Lu & Partners (Hong Kong) Ltd.  
呂元博建築師事務所(香港)有限公司  
33rd Floor, Wu Chung House,  
215 Queen's Road East,  
Wanchai, Hong Kong  
Tel : (852) 2891 2212  
Fax : (852) 2834 5442

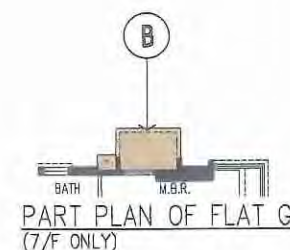
Project Title	Drawing Title		Project No.	Issue Date	<p>I hereby certify the accuracy of the plan.</p>  <p>LIU Ronald Architects (Planners) Interior Designers</p>
INLAND LOT NO. 9018	(SITE A) 6/F PLAN FOR TOWER 2		09050HK	AUG 2011	
			Cad File No.		
			U:\...DRAWING\SUB\DMC\PLAT\ A_A_DMC_15		
			SCALE	1:200	
			Drawing No.	A/A/DMC/15	



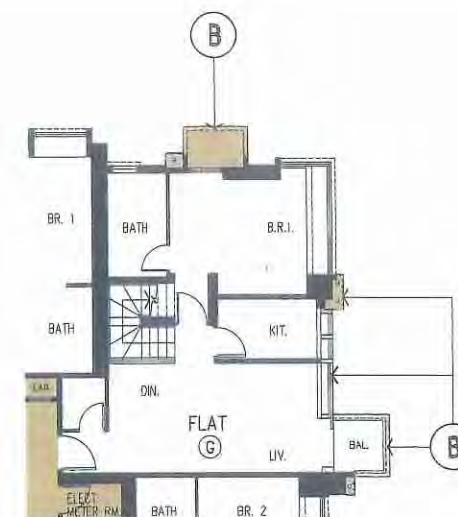


7/F-21/F & 23/F-42/F PLAN  
(TOWER 2) (31 STOREYS)

NOTES  
THERE WILL BE NO 13/F, 14/F, 24/F, 34/F  
IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS



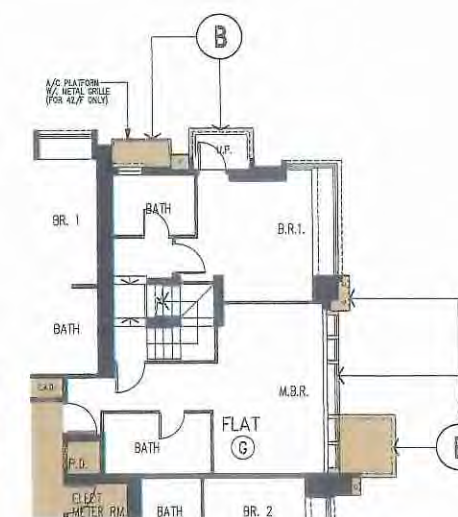
PART PLAN OF FLAT G  
(7/F ONLY)



PART PLAN OF FLAT G  
(23/F ONLY)



PART PLAN OF FLAT G  
(20/F & 41/F ONLY)



PART PLAN OF FLAT G  
(21/F & 42/F ONLY)

**LEGEND**

Residential Common Areas (Brown)

Open Kitchen Subject to Fire Safety Management Plan (Red Pecked Line)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
A	FOURTH ISSUE	CWL	MF	KI	14/11/12						
B	FIFTH ISSUE	CWL	MF	KI	05/01/13						
C	SIXTH ISSUE	CWL	MF	KI	21/01/13						
D	SEVENTH ISSUE	CWL	MF	KI	26/07/13						
E	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13						
F	EIGHTH ISSUE	CWL	MF	KI	07/12/14						
G	EIGHTH ISSUE (AMENDMENT)	CWL	MF	KI	10/12/14						
H	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**

ARCHITECTS | PLANNERS | INTERIOR DESIGNERS

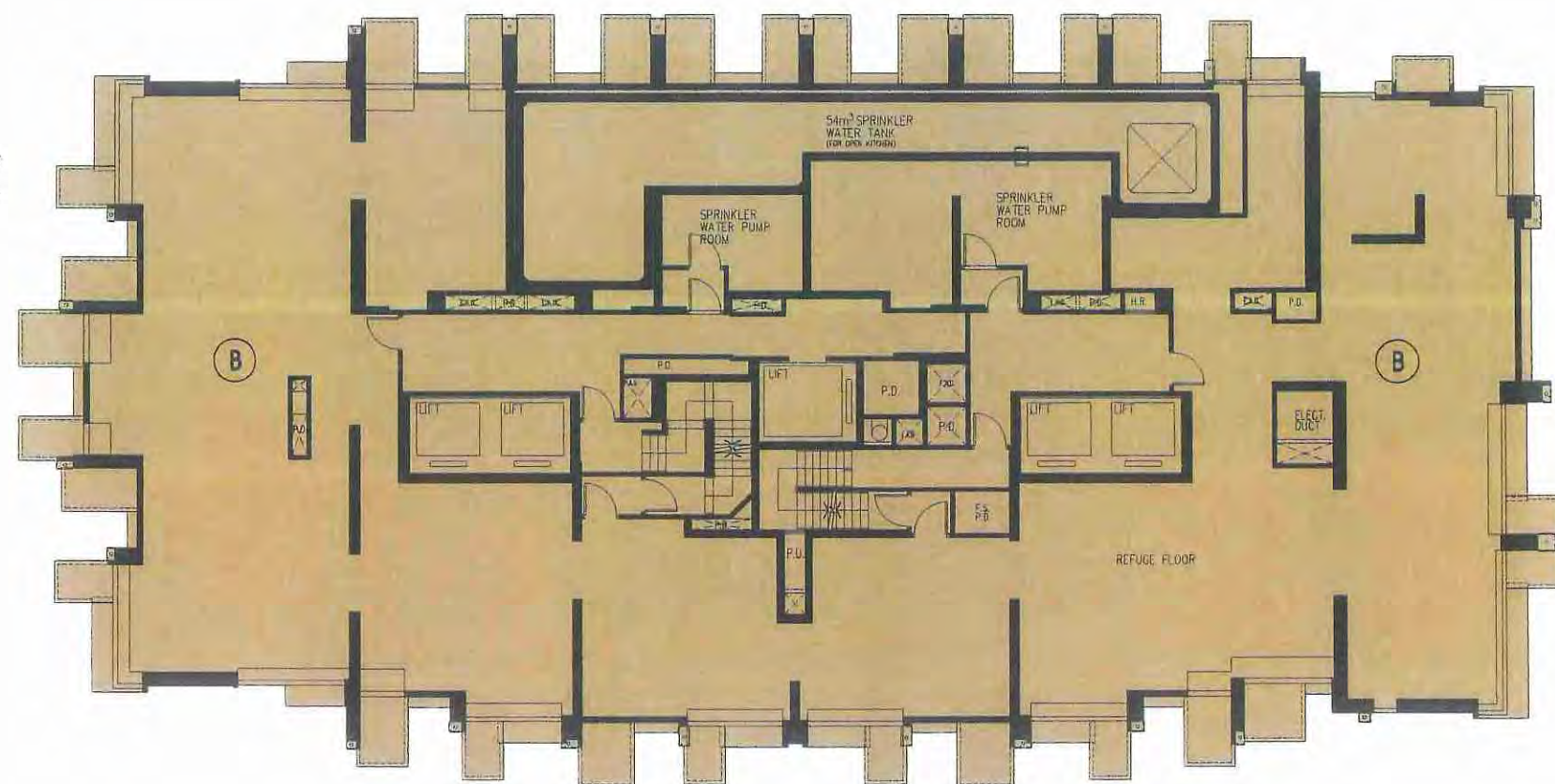
Ronald Lu & Partners (Hong Kong) Ltd.  
呂元祥建築師事務所(香港)有限公司

33rd Floor, Wu Chung House,  
215 Queen's Road East,  
Wanchai, Hong Kong


Tel : (852) 2891 2212  
Fax : (852) 2834 5442

Project Title	Drawing Title	Project No.	Issue Date	I hereby certify the accuracy of the plan.  Ronald Lu Ronald Lu (Architect)
INLAND LOT NO. 9018	(SITE A) 7/F-21/F & 23/F-42/F PLAN FOR TOWER 2	09050HK	AUG 2011	
		Cad File No. U:\DRAWING\SUB\DMC\PLT\ A_A_DMC_15a	SCALE 1:200	
		Drawing No. A/A/DMC/15a		



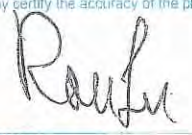


22/F PLAN (REFUGE FLOOR)  
(TOWER 2) (1 STOREY)

**LEGEND**  
 (B) Residential Common Areas (Brown)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	FIRST ISSUE	CWL	MF	KI	03/08/11						
A	SECOND ISSUE	CWL	MF	KI	18/11/11						
B	THIRD ISSUE	CWL	MF	KI	09/03/12						
C	FOURTH ISSUE	CWL	MF	KI	14/11/12						
D	FIFTH ISSUE	CWL	MF	KI	03/01/13						
E	SIXTH ISSUE	CWL	MF	KI	21/01/13						
F	SEVENTH ISSUE	CWL	MF	KI	26/07/13						
G	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/08/13						
H	EIGHTH ISSUE	CWL	MF	KI	27/07/14						
J	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
**Ronald Lu & Partners (Hong Kong) Ltd.**  
 呂元博建築師事務所(香港)有限公司  
 33rd Floor, Wu Chung House,  
 213 Queen's Road East,  
 Wanchai, Hong Kong  
 Tel : (852) 2891 2212  
 Fax : (852) 2834 5442

Project Title	Drawing Title	Project No.	Issue Date	I hereby certify the accuracy of the plan  LU Ronald Architect/Engineer (Architect)
INLAND LOT NO. 9018	(SITE A) 22/F PLAN (REFUGE FLOOR) FOR TOWER 2	09050HK	AUG 2011	
		Cad File No.	U:\DRAWING\SUB\DMC\LOT_ A_A_DMC_16	
		SCALE	1:200	
		Drawing No.	A/A/DMC/16	





43/F-47/F PLAN  
(TOWER 2) (4 STOREYS)

NOTES: THERE WILL BE NO 44/F  
IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS  
43/F MAIN LEVEL AT +143.50 mPD

45/F-47/F PLAN  
(TOWER 2) (3 STOREYS)

LEGEND  
Residential Common Areas  
(Brown)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	FIRST ISSUE	CWL	MF	KI	03/08/11						
A	SECOND ISSUE	CWL	MF	KI	18/11/11						
B	THIRD ISSUE	CWL	MF	KI	09/03/12						
C	FOURTH ISSUE	CWL	MF	KI	14/11/12						
D	FIFTH ISSUE	CWL	MF	KI	03/01/13						
E	SIXTH ISSUE	CWL	MF	KI	21/01/13						
F	SEVENTH ISSUE	CWL	MF	KI	26/02/13						
G	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13						
H	EIGHTH ISSUE	CWL	MF	KI	07/07/14						
J	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
Ronald Lu & Partners (Hong Kong) Ltd.  
呂元博建築師事務所(香港)有限公司  
33rd Floor, Wu Chung House,  
213 Queen's Road East,  
Wanchai, Hong Kong  
Tel: (852) 2891 2212  
Fax: (852) 2834 5442

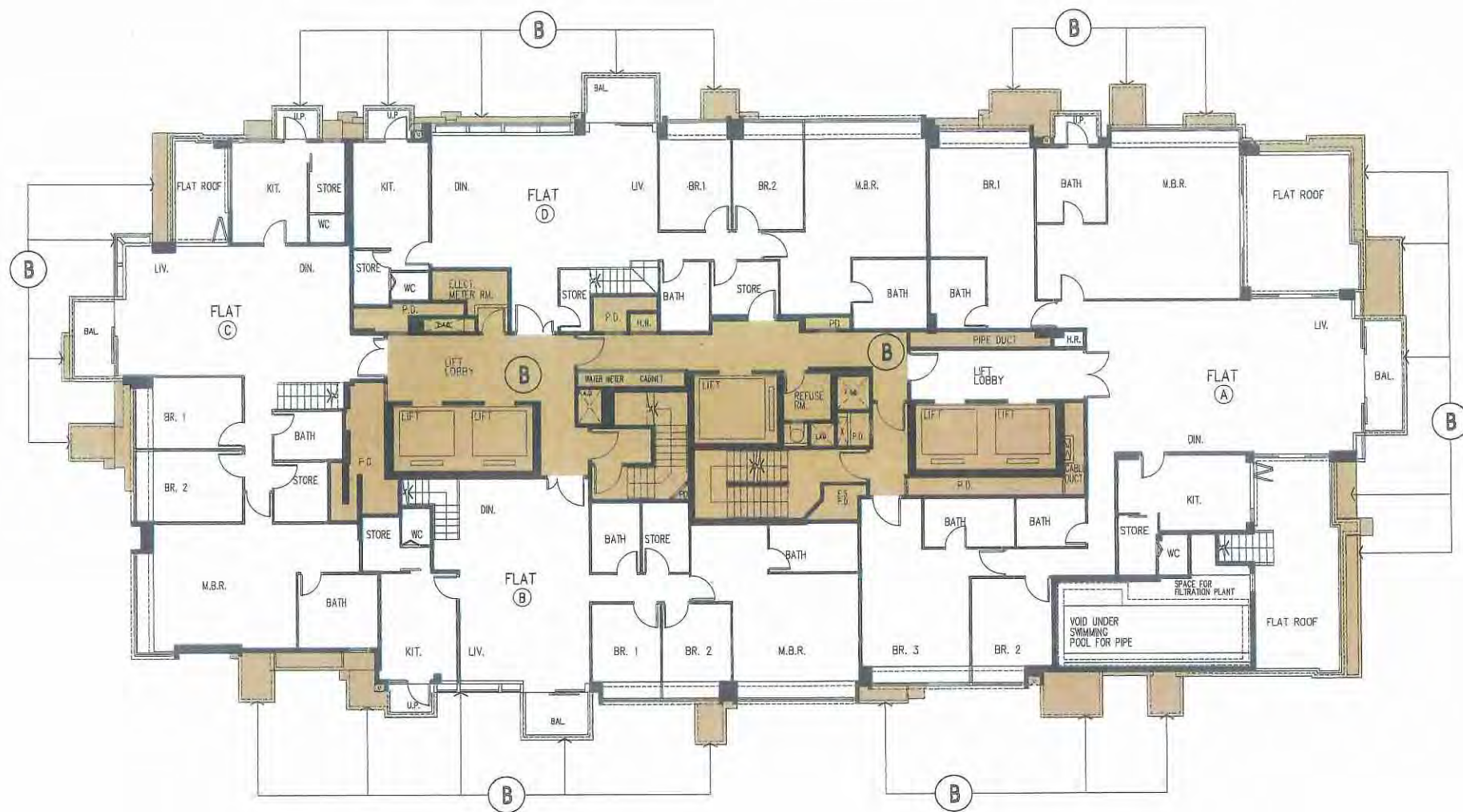
Project Title  
INLAND LOT NO. 9018

Drawing Title  
(SITE A)  
43/F-47/F PLAN  
FOR TOWER 2

Project No.  
09050HK  
Issue Date  
AUG 2011  
Cad File No.  
U:\DRAWING\SUB\DMC\LOT\ A\_A\_DMC\_17  
SCALE  
1:200  
Drawing No.  
A/A/DMC/17

I hereby certify the accuracy of the plan.  
*Ronald Lu*  
LU Ronald  
Architect/Planner/Designer





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

# LEGEND

Residential Common Areas  
(Brown)

Rev.	Description	Drawn	Checked	Approved	Date
1	FIRST ISSUE	CWL	MF	KI	03/08/11
2	SECOND ISSUE	CWL	MF	KI	18/11/11
3	THIRD ISSUE	CWL	MF	KI	09/03/12
4	FOURTH ISSUE	CWL	MF	KI	14/11/12
5	FIFTH ISSUE	CWL	MF	KI	04/01/13
6	SIXTH ISSUE	CWL	MF	KI	21/01/13
7	SEVENTH ISSUE	CWL	MF	KI	28/07/13
8	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13
9	EIGHTH ISSUE	CWL	MF	KI	07/14
10	NINTH ISSUE	CWL	FYC	KI	05/12/14

Rev.	Description	Drawn	Checked	Approved	Date
1	FIRST ISSUE	CWL	MF	KI	03/08/11
2	SECOND ISSUE	CWL	MF	KI	18/11/11
3	THIRD ISSUE	CWL	MF	KI	09/03/12
4	FOURTH ISSUE	CWL	MF	KI	14/11/12
5	FIFTH ISSUE	CWL	MF	KI	04/01/13
6	SIXTH ISSUE	CWL	MF	KI	21/01/13
7	SEVENTH ISSUE	CWL	MF	KI	28/07/13
8	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13
9	EIGHTH ISSUE	CWL	MF	KI	07/14
10	NINTH ISSUE	CWL	FYC	KI	05/12/14

Check all measurements on site.  
Do not start off drawings.  
This drawing is to be read in conjunction with the  
specification and contract documents and to be interpreted  
accordingly.  
This drawing remains the copyright property of the Architect  
and is not to be reproduced in whole or in part without  
permission of the Architect.

B.D. REF :  
F.S.D. REF :  
D.L.D. REF :  
Drawn By :  
Checked By :  
Approved By :

**RONALD LU & PARTNERS**  
ARCHITECTS (PLANNERS) INTERIOR DESIGNERS  
Ronald Lu & Partners (Hong Kong) Ltd.  
呂元得建築師事務所(香港)有限公司  
33rd Floor, Wu Chung House,  
213 Queen's Road East,  
Wanchai, Hong Kong  
Tel : (852) 2891 2212  
Fax : (852) 2834 8442

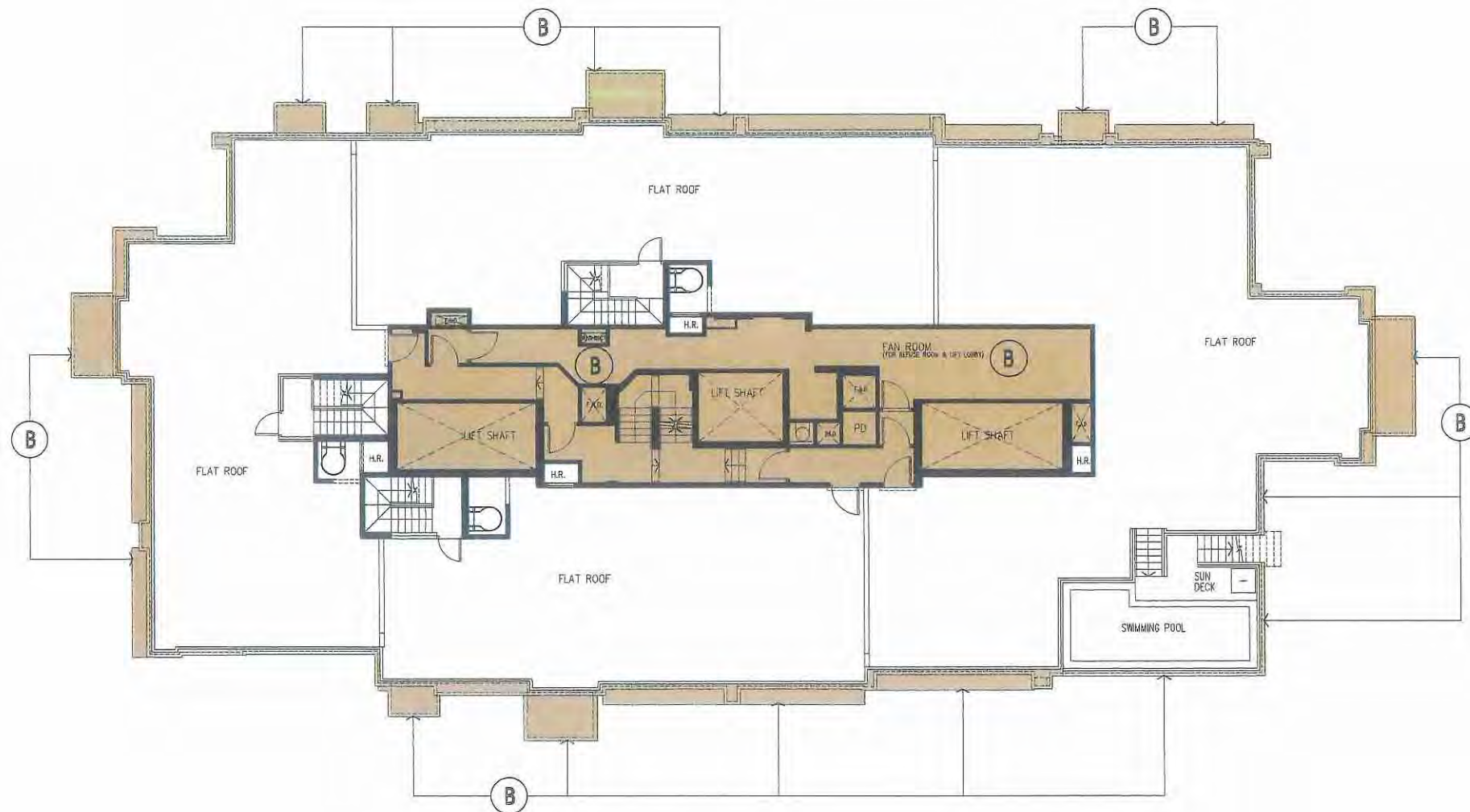
Project Title  
INLAND LOT NO. 9018

Drawing Title  
(SITE A)  
48/F PLAN FOR TOWER 2

Project No.  
09050HK  
Issue Date:  
AUG 2011  
Cud File No.  
U:\DRAWING\SUB\DMC\PLAT\ A\_A\_DMC\_18  
SCALE:  
1:200  
Drawing No.  
A/A/DMC/18

I hereby certify the accuracy of the plan:  
*Ronald Lu*  
Ronald Lu  
Architect/Planner/Interior Designer





ROOF PLAN  
(TOWER 2) (1 STOREY)

NOTES:  
ALL ROOF ABOVE BAL./U.P. TO BE NON-ACCESSIBLE

LEGEND

(B) Residential Common Areas (Brown)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
A	FIRST ISSUE	CWL	MF	KI	03/05/11						
B	SECOND ISSUE	CWL	MF	KI	18/11/11						
C	THIRD ISSUE	CWL	MF	KI	08/03/12						
D	FOURTH ISSUE	CWL	MF	KI	14/11/12						
E	FIFTH ISSUE	CWL	MF	KI	03/01/13						
F	SIXTH ISSUE	CWL	MF	KI	21/01/13						
G	SEVENTH ISSUE	CWL	MF	KI	28/02/13						
H	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/03/13						
I	EIGHTH ISSUE	CWL	MF	KI	07/07/14						
J	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
Ronald Lu & Partners (Hong Kong) Ltd.  
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Wanchai, Hong Kong  
Tel : (852) 2891 2212  
Fax : (852) 2834 5442

Project Title

INLAND LOT NO. 9018

Drawing Title

(SITE A)  
ROOF PLAN  
FOR TOWER 2

Project No.  
09050HK

Issue Date  
AUG 2011

Cad File No.  
U:\...DRAWING\SUB\DMC\PLAT\ A\_A\_DMC\_19

SCALE  
1:200

Drawing No.

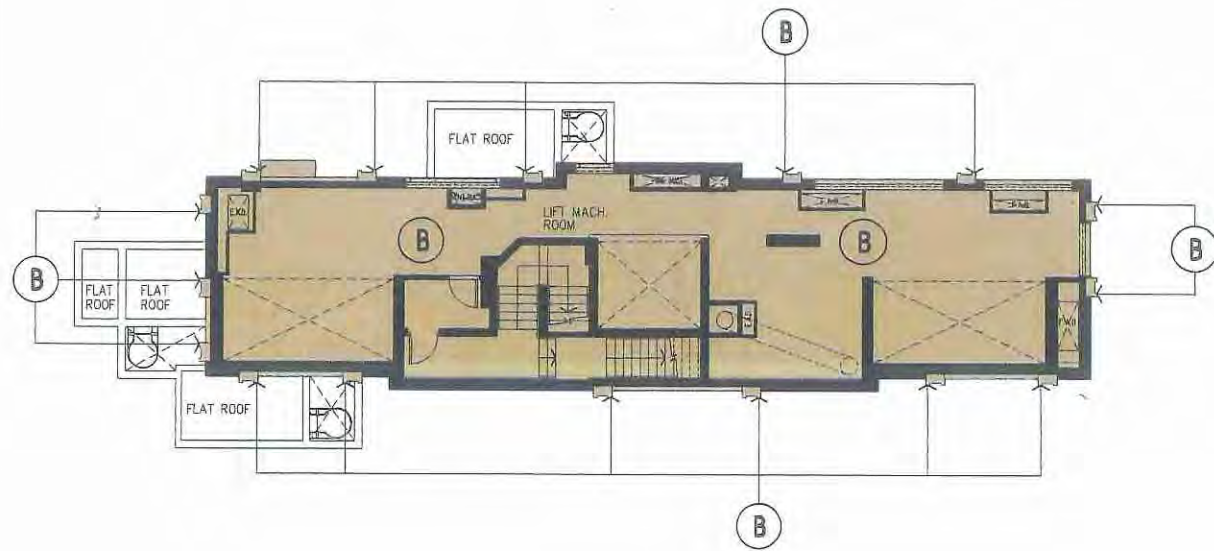
A/A/DMC/19

I hereby certify the accuracy of the plan

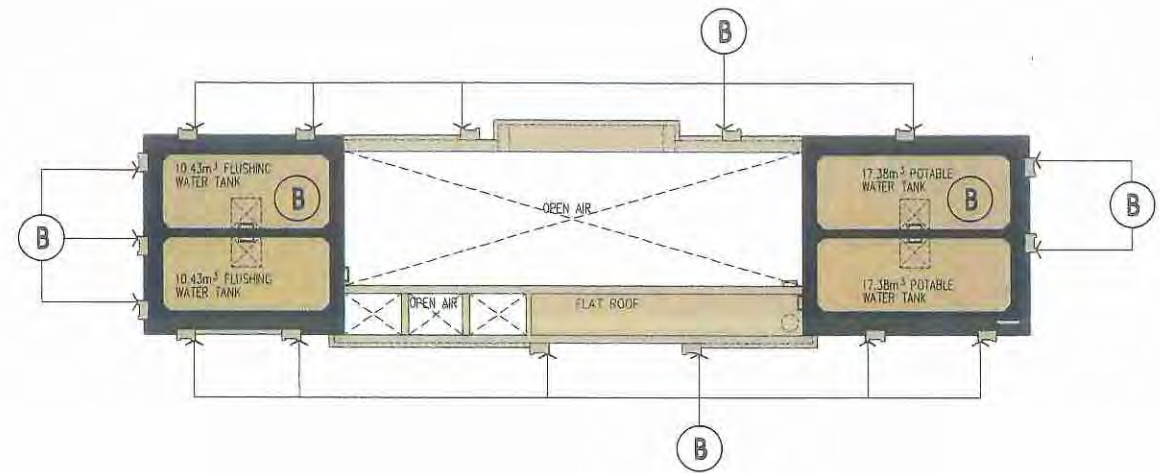
*Ronald Lu*

LU Ronald  
As, Structural Engineer (Architect)

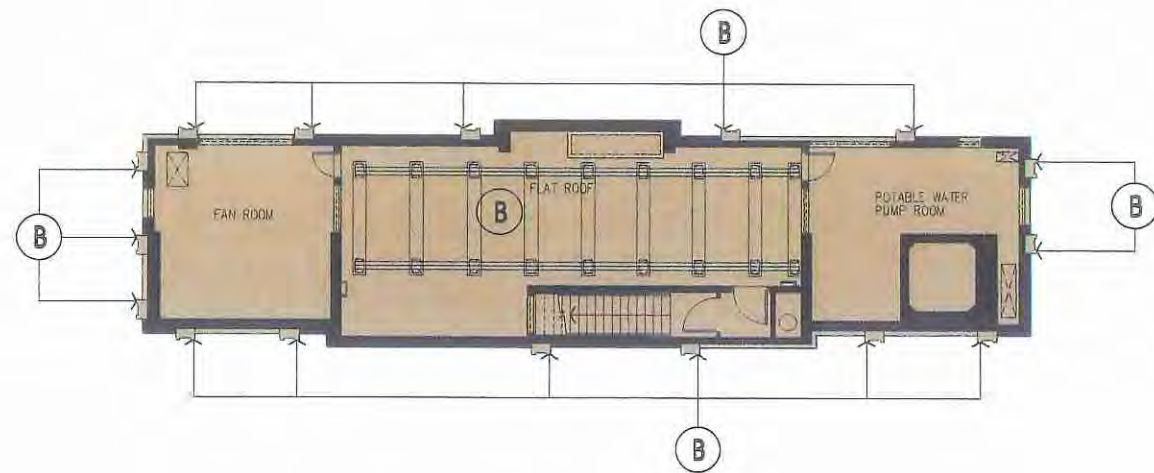




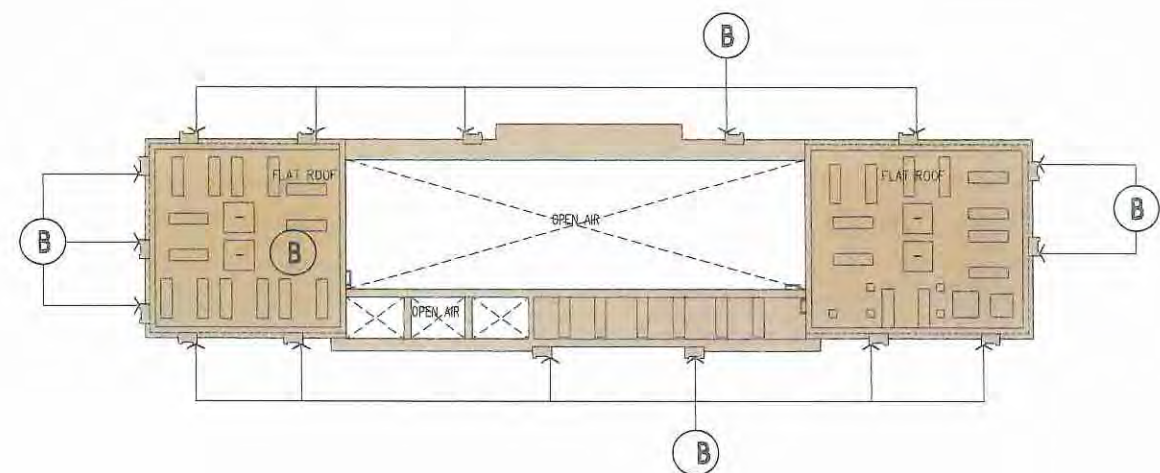
LIFT MACH. RM. FLOOR PLAN (TOWER 2)



WATER TANK PLAN (TOWER 2)



UPPER ROOF PLAN (TOWER 2)



TOP ROOF PLAN (TOWER 2)

**LEGEND**  
 Residential Common Areas (Brown)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	FOURTH ISSUE	CWL	MF	KI	14/11/12	1					
2	FIFTH ISSUE	CWL	MF	KI	03/01/13	2					
3	SIXTH ISSUE	CWL	MF	KI	21/01/13	3					
4	SEVENTH ISSUE	CWL	MF	KI	26/07/13	4					
5	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13	5					
6	EIGHTH ISSUE	CWL	MF	KI	07/12/13	6					
7	NINTH ISSUE	CWL	FYC	KI	05/12/14	7					

**RONALD LU & PARTNERS**  
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
 Ronald Lu & Partners (Hong Kong) Ltd.  
 呂元博建築師事務所(香港)有限公司  
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 215 Queen's Road East,  
 Wanchai, Hong Kong  
 Tel : (852) 2891 2212  
 Fax : (852) 2834 5442

Project Title  
 INLAND LOT NO. 9018

Drawing Title  
 (SITE A)  
 LIFT MACH. RM. FLOOR PLAN  
 UPPER ROOF PLAN  
 WATER TANK PLAN  
 AND TOP ROOF PLAN  
 FOR TOWER 2

Project No.  
 09050HK  
 Issue Date  
 AUG 2011  
 Cad File No.  
 U: ..\DRAWING\SUB\DMC\LOT\ A\_A\_DMC\_19a  
 SCALE  
 1:200  
 Drawing No.  
 A/A/DMC/19a

I hereby certify the accuracy of the plan  
  
 LU Ronald  
 Authorized Person/Architect





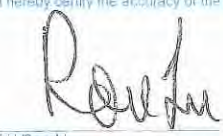
6/F PLAN  
(TOWER 3) (1 STOREY)

# LEGEND

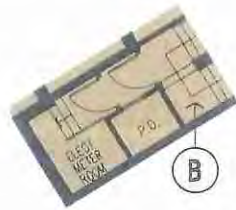
- Residential Common Areas (Brown)
- KIT\* Open Kitchen Subject to Fire Safety Management Plan (Red Pecked Line)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	FIRST ISSUE	CWL	MF	KI	03/05/11						
A	SECOND ISSUE	CWL	MF	KI	18/11/11						
B	THIRD ISSUE	CWL	MF	KI	09/03/12						
C	FOURTH ISSUE	CWL	MF	KI	14/11/12						
D	FIFTH ISSUE	CWL	MF	KI	03/01/13						
E	SIXTH ISSUE	CWL	MF	KI	21/01/13						
F	SEVENTH ISSUE	CWL	MF	KI	26/07/13						
G	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	14/09/13						
H	EIGHTH ISSUE	CWL	MF	KI	22/07/14						
J	NINTH ISSUE	CWL	FTC	KI	09/12/14						

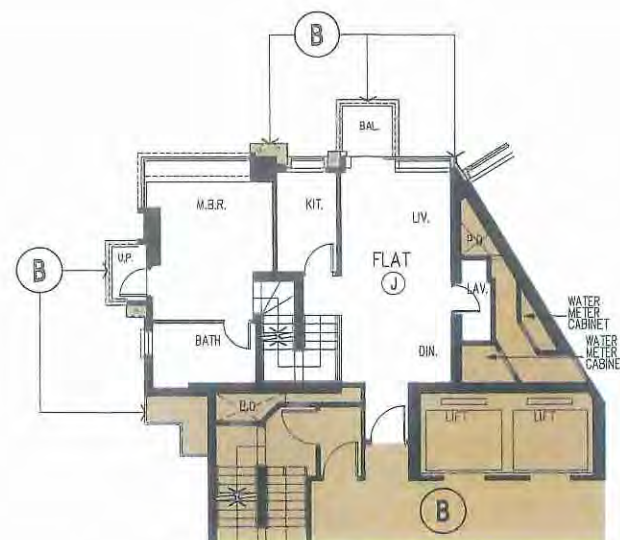
**RONALD LU & PARTNERS**  
 ARCHITECTS (PLANNERS) / INTERIOR DESIGNERS  
 Ronald Lu & Partners (Hong Kong) Ltd.  
 呂元仲建築師事務所(香港)有限公司  
 33rd Floor, Wu Chung House,  
 218 Queen's Road East,  
 Wanchai, Hong Kong  
 Tel : (852) 2891 2212  
 Fax : (852) 2834 5442

Project Title	Drawing Title	Project No.	Issue Date	<p>I hereby certify the accuracy of the plan</p>  <p>LU Ronald Architect</p>
INLAND LOT NO. 9018	(SITE A) 6/F PLAN FOR TOWER 3	09050HK	AUG 2011	
		Cad File No.	U:\DRAWING\SUB\DMC\LOT\ A_A_DMC_20	
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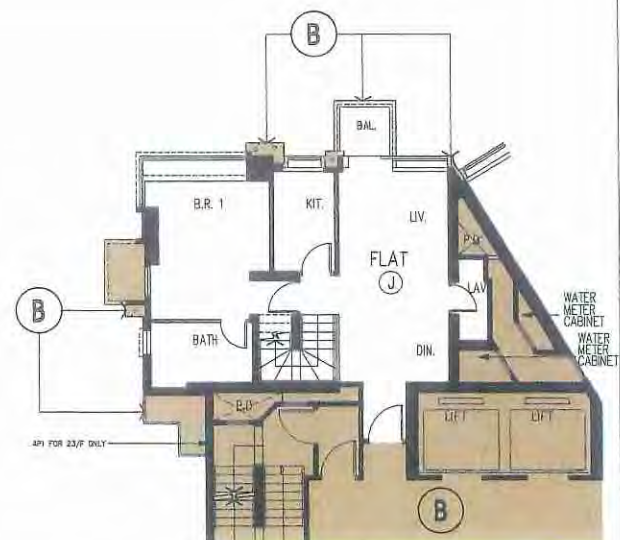




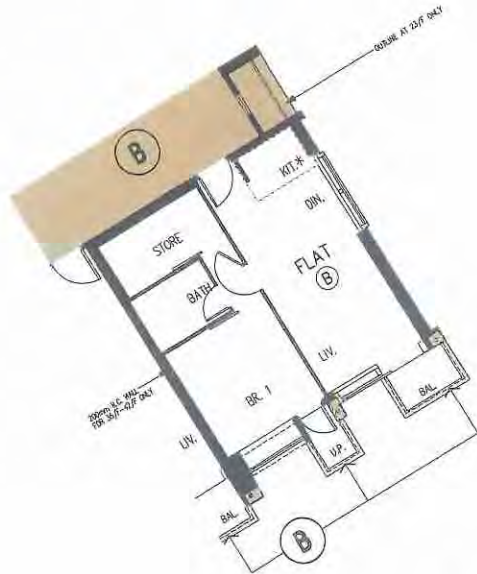
PART PLAN OF  
ELECT. METER RM.  
(42/F ONLY)



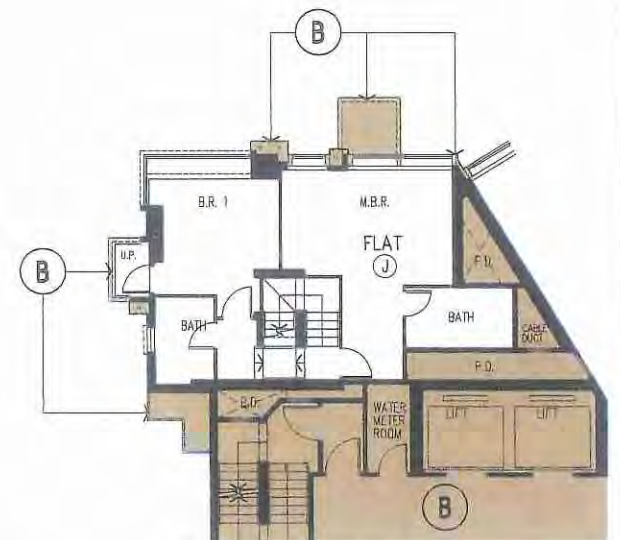
PART PLAN OF FLAT J  
(20/F & 41/F ONLY)



PART PLAN OF FLAT J  
(23/F ONLY)



PART PLAN OF FLAT B  
(23/F-42/F ONLY)



PART PLAN OF FLAT J  
(21/F & 42/F ONLY)

7/F-21/F & 23/F-42/F PLAN  
(TOWER 3) (31 STOREYS)

NOTES: THERE WILL BE NO 13/F, 14/F, 24/F, 34/F  
IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS

**LEGEND**

(B) Residential Common Areas (Brown)

KIT.\* Open Kitchen Subject to Fire Safety Management Plan (Red Pecked Line)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
-	FOURTH ISSUE	CWL	MF	KI	14/11/12						
A	FIFTH ISSUE	CWL	MF	KI	03/01/13						
B	SIXTH ISSUE	CWL	MF	KI	21/01/13						
C	SEVENTH ISSUE	CWL	MF	KI	28/07/13						
D	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13						
E	EIGHTH ISSUE	CWL	MF	KI	02/12/14						
F	NINTH ISSUE	CWL	FYC	KI	05/12/14						

Drawn By

Checked By

Approved By

B.D. REF

F.S.D. REF

D.L.O. REF

33rd Floor, Wu Chung House,  
215 Queen's Road East,  
Wanchai, Hong Kong

Tel : (852) 2891 2212  
Fax : (852) 2834 5442

**RONALD LU & PARTNERS**

ARCHITECTS | PLANNERS | INTERIOR DESIGNERS

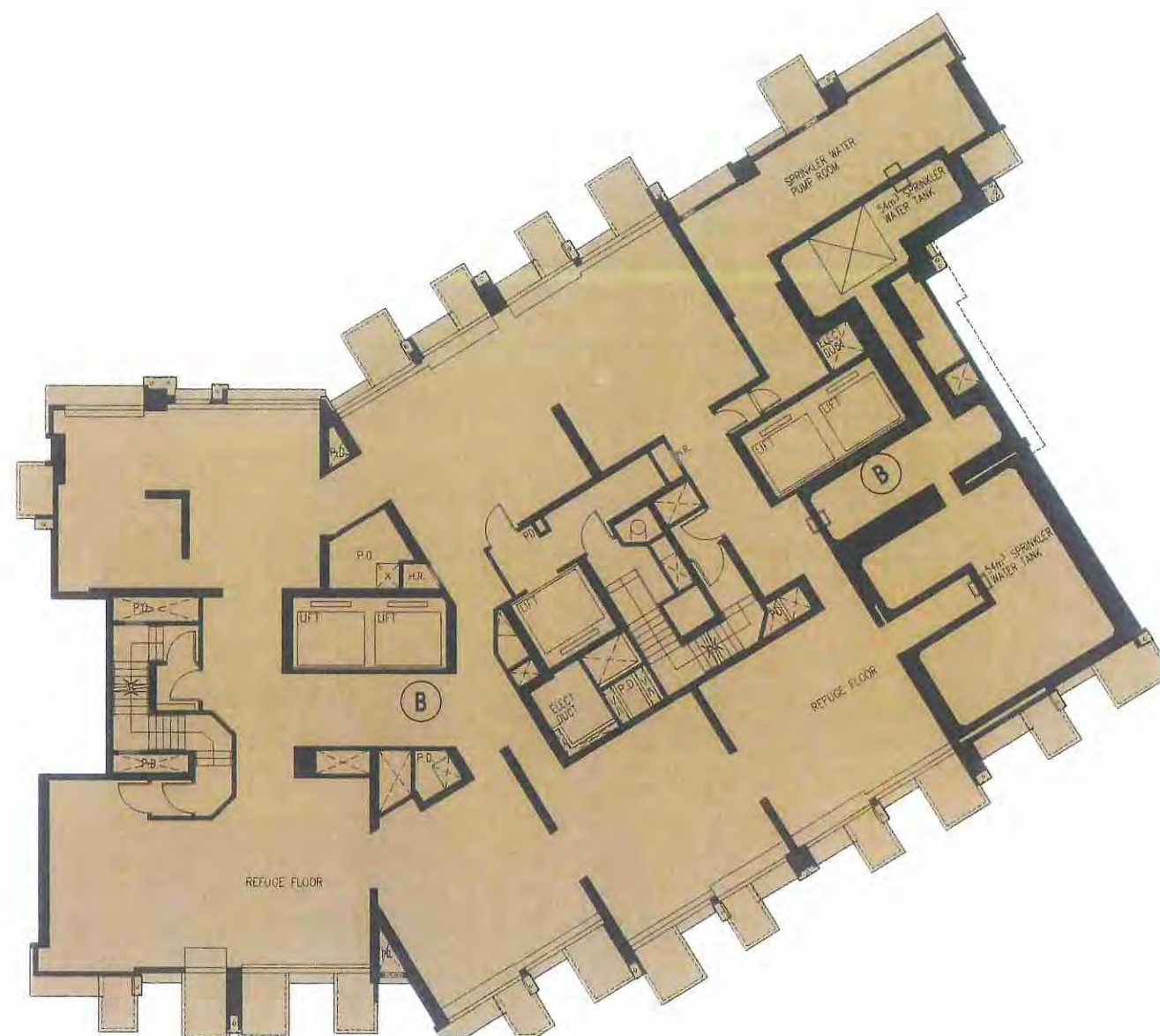
Ronald Lu & Partners (Hong Kong) Ltd.  
呂元仲建築師事務所(香港)有限公司

Project Title	Drawing Title	Project No.	Issue Date
INLAND LOT NO. 9018	(SITE A) 7/F-21/F & 23/F-42/F PLAN FOR TOWER 3	09050HK	AUG 2011
SCALE: 1:200		Drawing No.	A/A/DMC/20a

I hereby certify the accuracy of the plan.

LU Ronald  
Architectural Designer





22/F PLAN (REFUGE FLOOR)  
(TOWER 3) (1 STOREY)

LEGEND	
<span style="background-color: #d2b48c; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span>	Residential Common Areas (Brown)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
A	FIRST ISSUE	CWL	MF	KI	04/08/11						
B	SECOND ISSUE	CWL	MF	KI	18/11/11						
C	THIRD ISSUE	CWL	MF	KI	09/03/12						
D	FOURTH ISSUE	CWL	MF	KI	14/11/12						
E	FIFTH ISSUE	CWL	MF	KI	03/01/13						
F	SIXTH ISSUE	CWL	MF	KI	21/01/13						
G	SEVENTH ISSUE	CWL	MF	KI	26/07/13						
H	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	15/08/13						
I	EIGHTH ISSUE	CWL	MF	KI	07/07/14						
J	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
ARCHITECTS / PLANNERS / INTERIOR DESIGNERS  
Ronald Lu & Partners (Hong Kong) Ltd.  
呂元仲建築師事務所(香港)有限公司  
33rd Floor, Wu Chung House,  
215 Queen's Road East,  
Wanchai, Hong Kong  
Tel : (852) 2891 2212  
Fax : (852) 2834 5442

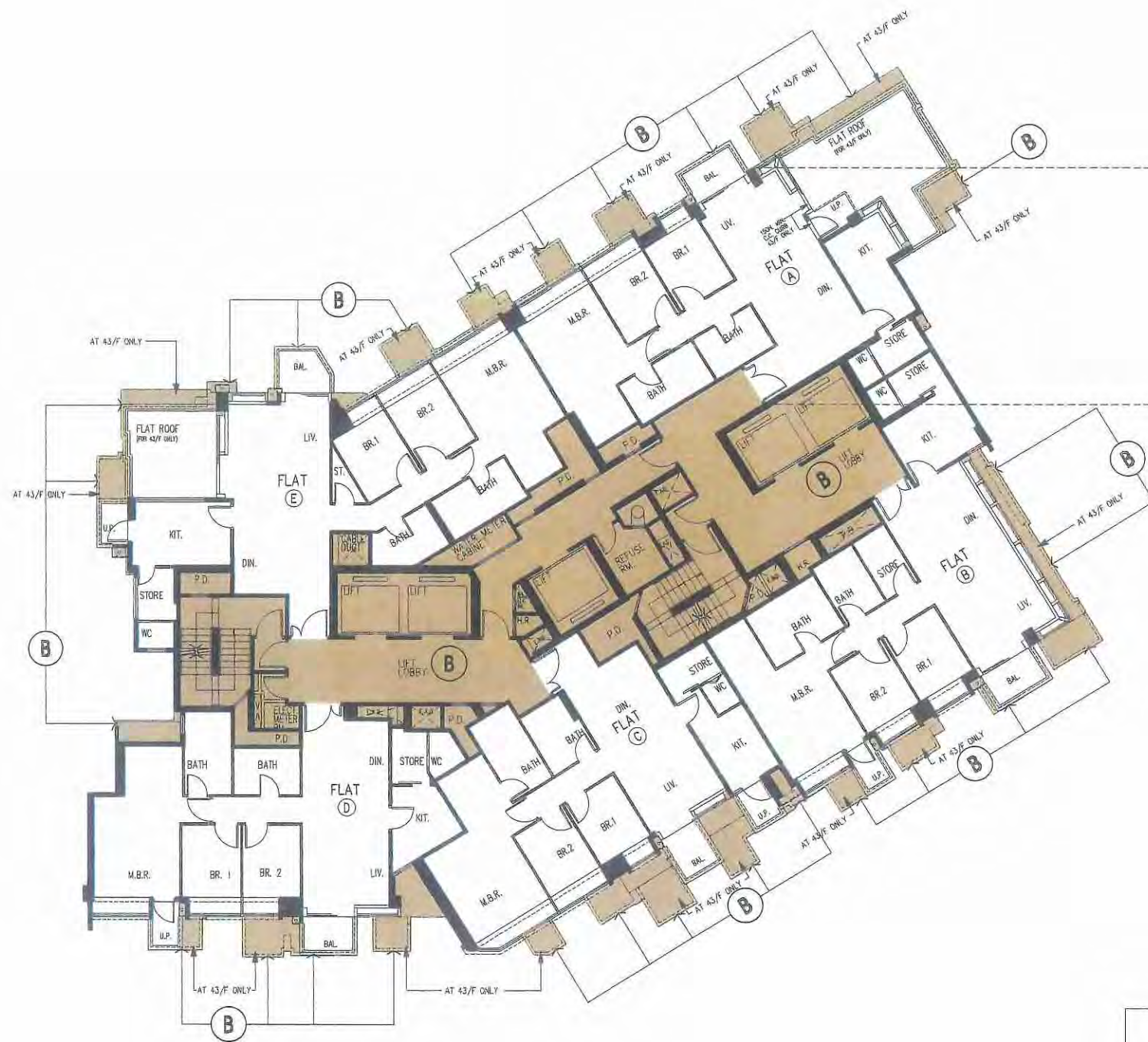
Project Title  
INLAND LOT NO. 9018

Drawing Title  
(SITE A)  
22/F PLAN (REFUGE FLOOR)  
FOR TOWER 3

Project No.  
09050HK  
Issue Date  
AUG 2011  
Cod File No.  
U:\...DRAWING\SUB\DMC\PLAT\ A\_A\_DMC\_21  
SCALE  
1:200  
Drawing No.  
A/A/DMC/21

I hereby certify the accuracy of the plan  
*Ronald Lu*  
LU Ronald  
Author/Design Architect





43/F-47/F PLAN  
(TOWER 3) (4 STOREYS)

NOTES: THERE WILL BE NO 44/F  
IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS  
43/F MAIN LEVEL AT +141.50 mPD



PART PLAN OF FLAT A  
AT 45/F-47/F



PART PLAN OF FLAT E  
AT 45/F-47/F

LEGEND  
Residential Common Areas  
(Brown)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
-	FIRST ISSUE	CWL	MF	KI	03/08/11						
A	SECOND ISSUE	CWL	MF	KI	18/11/11						
B	THIRD ISSUE	CWL	MF	KI	09/03/12						
C	FOURTH ISSUE	CWL	MF	KI	14/11/12						
D	FIFTH ISSUE	CWL	MF	KI	03/01/13						
E	SIXTH ISSUE	CWL	MF	KI	21/01/13						
F	SEVENTH ISSUE	CWL	MF	KI	28/07/13						
G	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/08/13						
H	EIGHTH ISSUE	CWL	MF	KI	07/14						
J	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
Ronald Lu & Partners (Hong Kong) Ltd.  
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215 Queen's Road East,  
Wanchai, Hong Kong  
Tel : (852) 2891 2212  
Fax : (852) 2834 5442

Project Title  
INLAND LOT NO. 9018

Drawing Title  
(SITE A)  
43/F-47/F PLAN  
FOR TOWER 3

Project No.  
09050HK  
Issue Date  
AUG 2011  
Cad File No.  
U:\DRAWING\SUB\DMC\PLAT\ A\_A\_DMC\_22  
SCALE  
1:200  
Drawing No.  
A/A/DMC/22

I hereby certify the accuracy of the plan.  
*Ronald Lu*  
LU Ronald  
Sole Practitioner (Architect)





48/F PLAN  
(TOWER 3) (1 STOREY)

**LEGEND**  
 Residential Common Areas (Brown)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
A	FIRST ISSUE	CWL	MF	KI	03/08/11						
B	SECOND ISSUE	CWL	MF	KI	18/11/11						
C	THIRD ISSUE	CWL	MF	KI	09/03/12						
D	FOURTH ISSUE	CWL	MF	KI	14/11/12						
E	FIFTH ISSUE	CWL	MF	KI	03/01/13						
F	SIXTH ISSUE	CWL	MF	KI	21/01/13						
G	SEVENTH ISSUE	CWL	MF	KI	26/07/13						
H	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13						
I	EIGHTH ISSUE	CWL	MF	KI	07/07/14						
J	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
 Ronald Lu & Partners (Hong Kong) Ltd.  
 呂元祥建築師事務所(香港)有限公司  
 33rd Floor, Wu Chung House,  
 213 Queen's Road East,  
 Wanchai, Hong Kong  
 Tel : (852) 2891 2212  
 Fax : (852) 2834 5442

Project Title	INLAND LOT NO. 901B	
Drawing Title	(SITE A) 48/F PLAN FOR TOWER 3	
Project No.	09050HK	Issue Date
Issue Date	AUG 2011	
Grid File No.	U:\DRAWING\SUB\DMC\PLAT\ A_A_DMC_23	
SCALE	1:200	
Drawing No.	A/A/DMC/23	
I hereby certify the accuracy of the plan  LU Ronald Authorized Representative		





ROOF PLAN  
(TOWER 3) (1 STOREY)

LEGEND

B Residential Common Areas (Brown)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
-	FIRST ISSUE	CWL	MF	KI	03/08/11						
A	SECOND ISSUE	CWL	MF	KI	18/11/11						
B	THIRD ISSUE	CWL	MF	KI	09/03/12						
C	FOURTH ISSUE	CWL	MF	KI	14/11/12						
D	FIFTH ISSUE	CWL	MF	KI	03/01/13						
E	SIXTH ISSUE	CWL	MF	KI	21/01/13						
F	SEVENTH ISSUE	CWL	MF	KI	28/07/13						
G	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	14/09/13						
H	EIGHTH ISSUE	CWL	MF	KI	07/14						
J	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
ARCHITECTS / PLANNERS / INTERIOR DESIGNERS  
Ronald Lu & Partners (Hong Kong) Ltd.  
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33rd Floor, Wu Chung House,  
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Wanchai, Hong Kong  
Tel : (852) 2891 2212  
Fax : (852) 2834 5442

Project Title

INLAND LOT NO. 9018

Drawing Title

(SITE A)  
ROOF PLAN  
FOR TOWER 3

Project No.

09050HK

Issue Date

AUG 2011

Cad File No.

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SCALE

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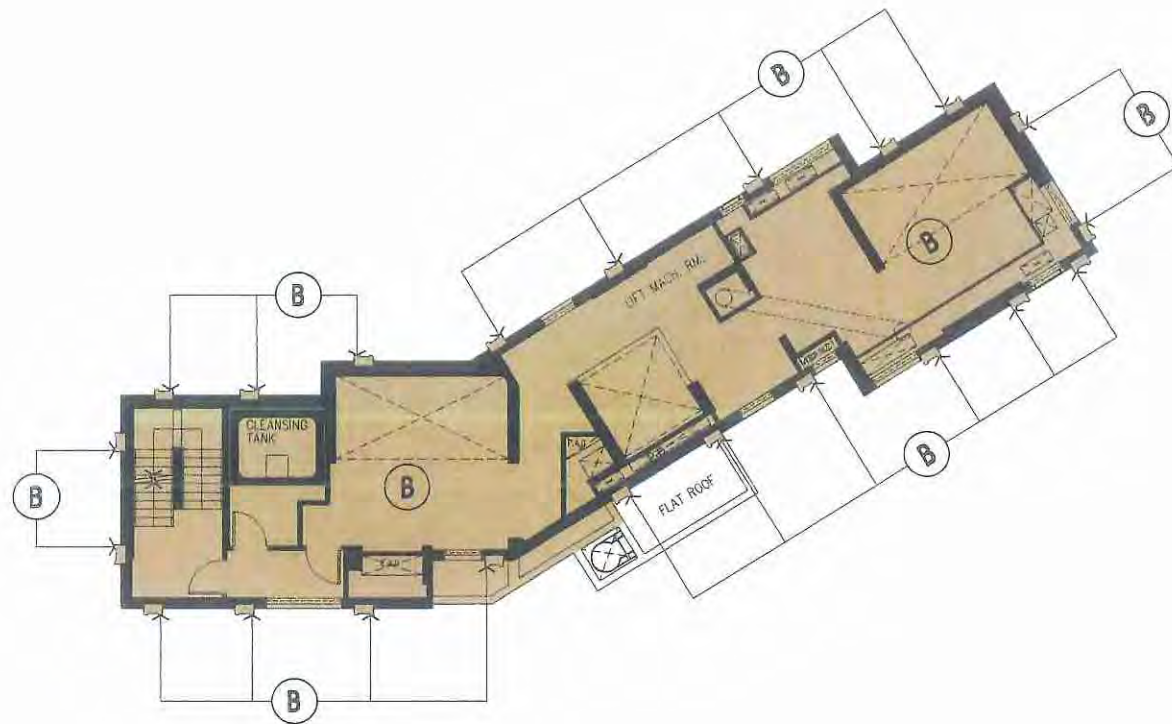
Drawing No.

A/A/DMC/24

I hereby certify the accuracy of the plan

*Ronald Lu*  
LU Ronald  
Authorized Person (Architect)

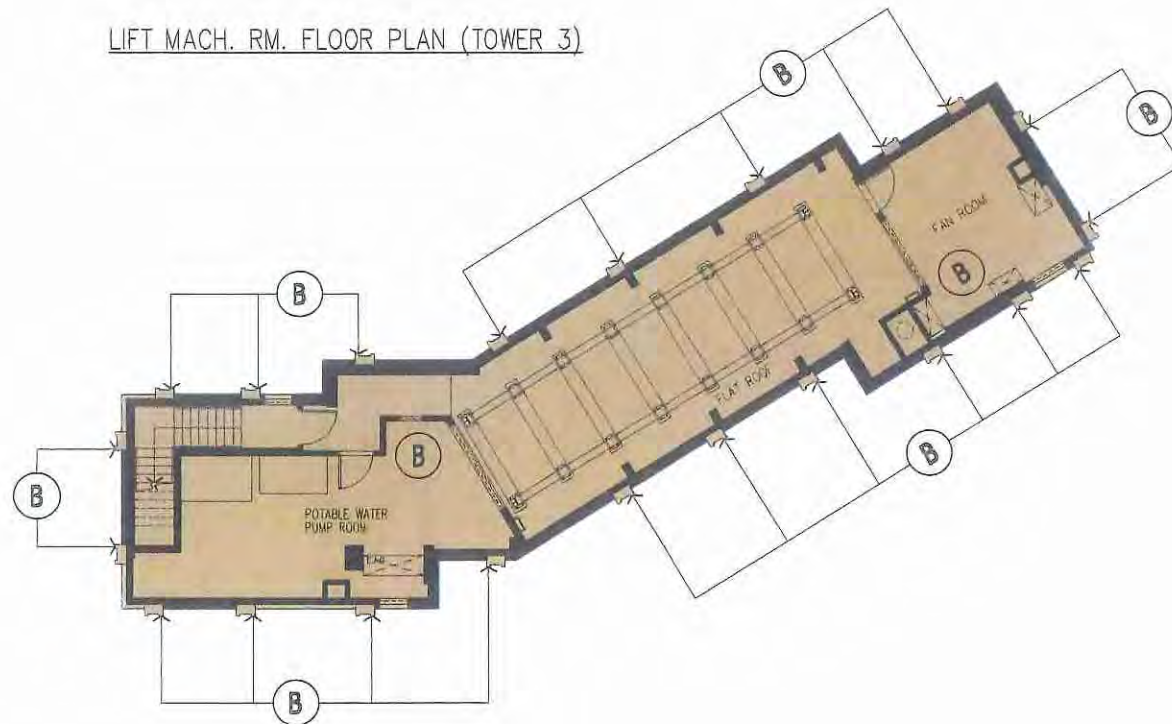




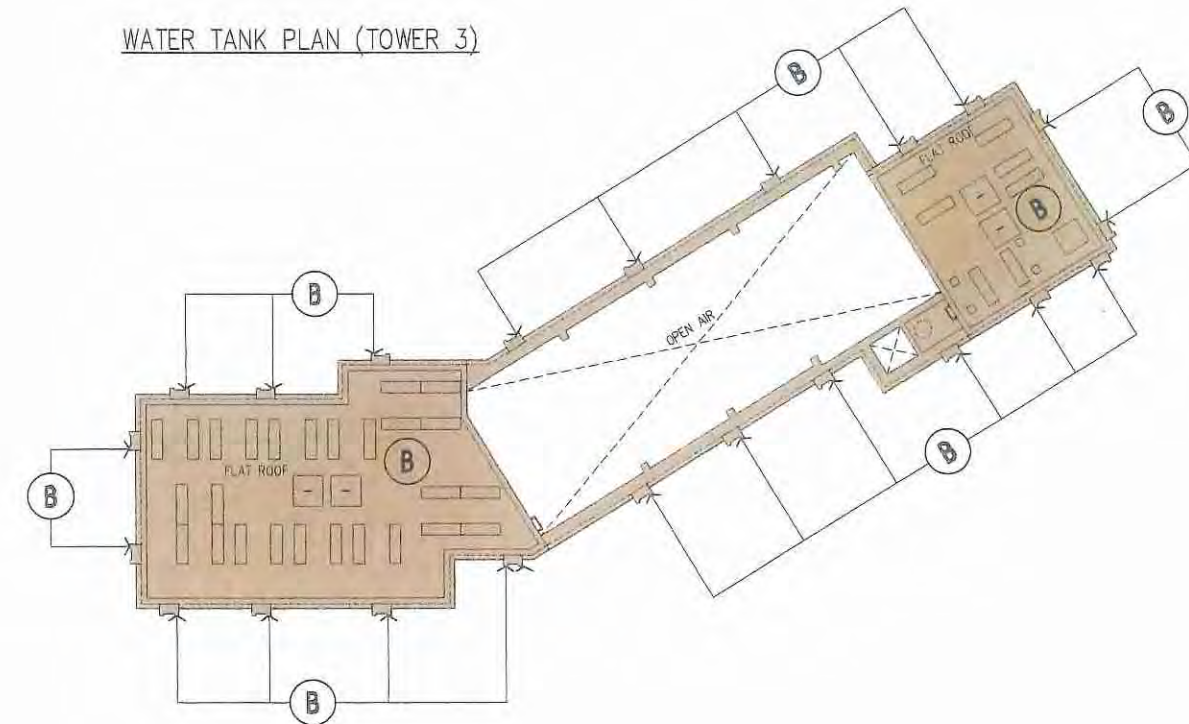
LIFT MACH. RM. FLOOR PLAN (TOWER 3)



WATER TANK PLAN (TOWER 3)



UPPER ROOF PLAN (TOWER 3)



TOP ROOF PLAN (TOWER 3)

**LEGEND**  
 (B) Residential Common Areas (Brown)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
A	FOURTH ISSUE	CWL	MF	KI	14/11/12						
B	FIFTH ISSUE	CWL	MF	KI	03/01/13						
C	SIXTH ISSUE	CWL	MF	KI	21/01/13						
D	SEVENTH ISSUE	CWL	MF	KI	28/07/13						
E	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13						
F	EIGHTH ISSUE	CWL	MF	KI	07/14						
G	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
 Ronald Lu & Partners (Hong Kong) Ltd.  
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 33rd Floor, Wu Chung House,  
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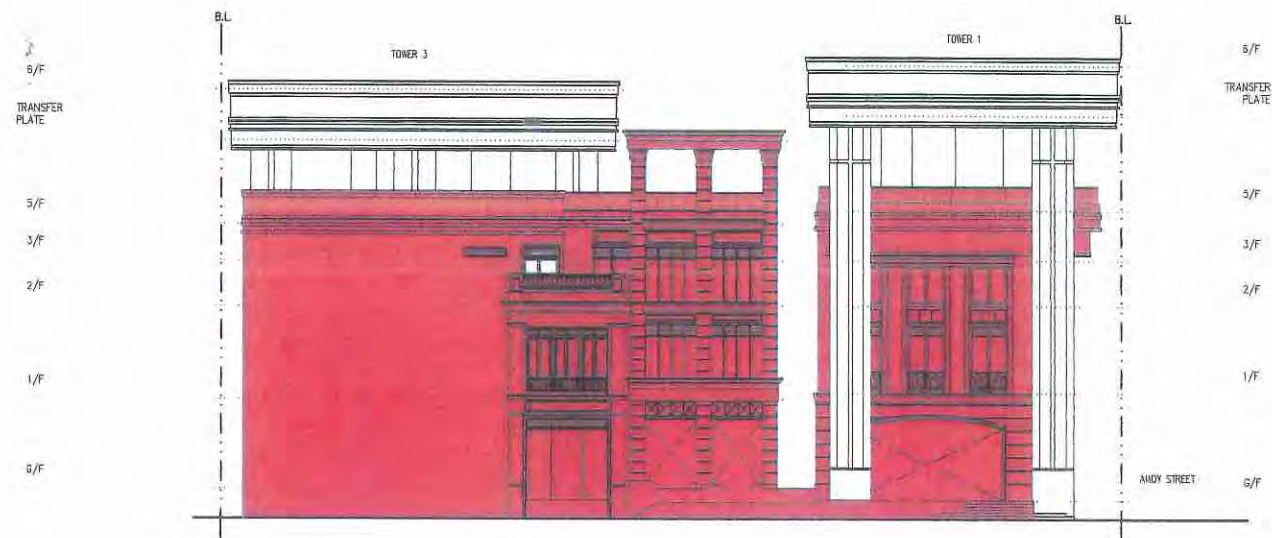
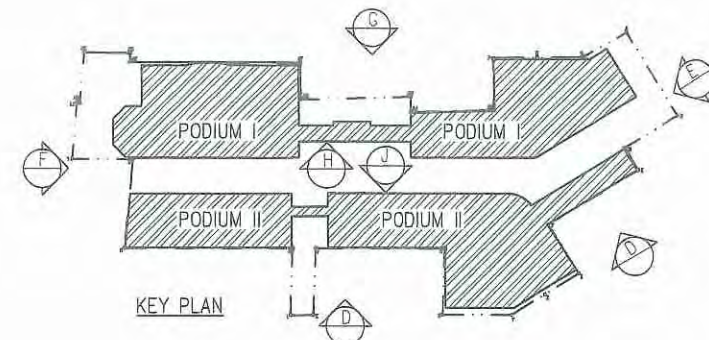
Project Title	Drawing Title	Project No.	Issue Date
INLAND LOT NO. 9018	(SITE A) LIFT MACH. RM. FLOOR PLAN UPPER ROOF PLAN WATER TANK PLAN AND TOP ROOF PLAN FOR TOWER 3	09050HK	AUG 2011
		Cad File No.	
		U: \DRAWING\SUB\DMC\LOT\ A_A_DMC_24a	
		SCALE	1:200
		Drawing No.	
		A/A/DMC/24a	
I hereby certify the accuracy of the plan  LU Ronald Consulting Architect			








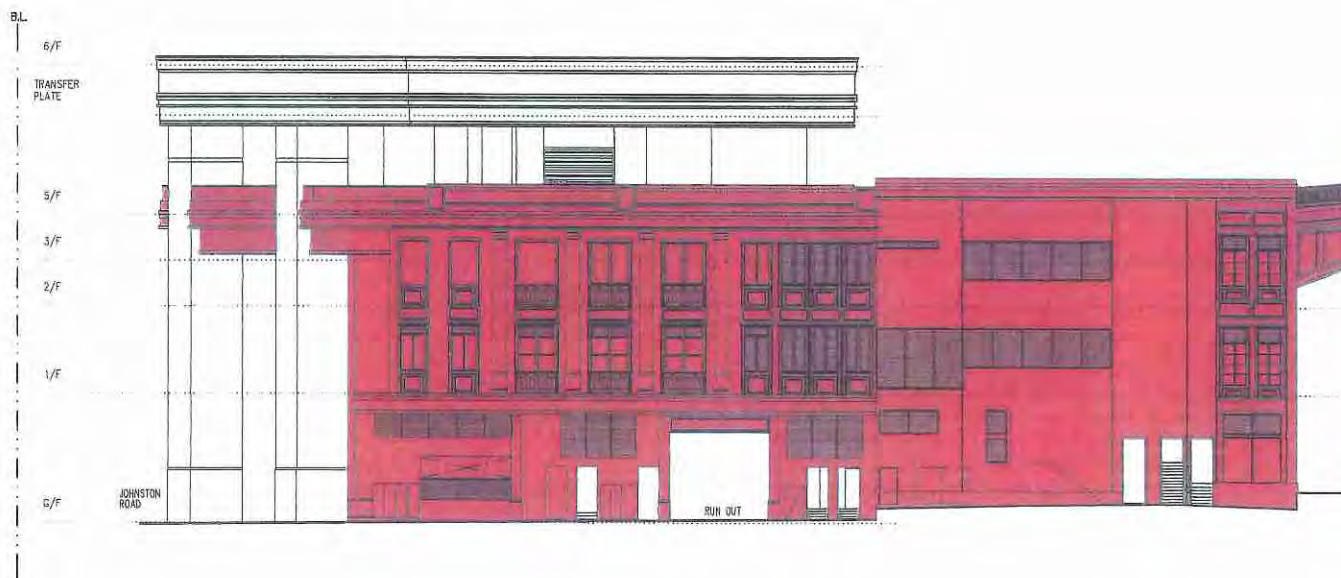
THERE WILL BE NO 4/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS.  
THIS DRAWING IS INTENDED TO IDENTIFY THE EXTENT OF COMMERCIAL ACCOMMODATION (EXCLUDING COMMERCIAL CARPARKING SPACES, TURNAROUND AND LAY-BY AREA AND PAVEMENT AND PUBLIC OPEN SPACE) ONLY.




 E PODIUM ELEVATION (SITE A)  
 SCALE 1:200



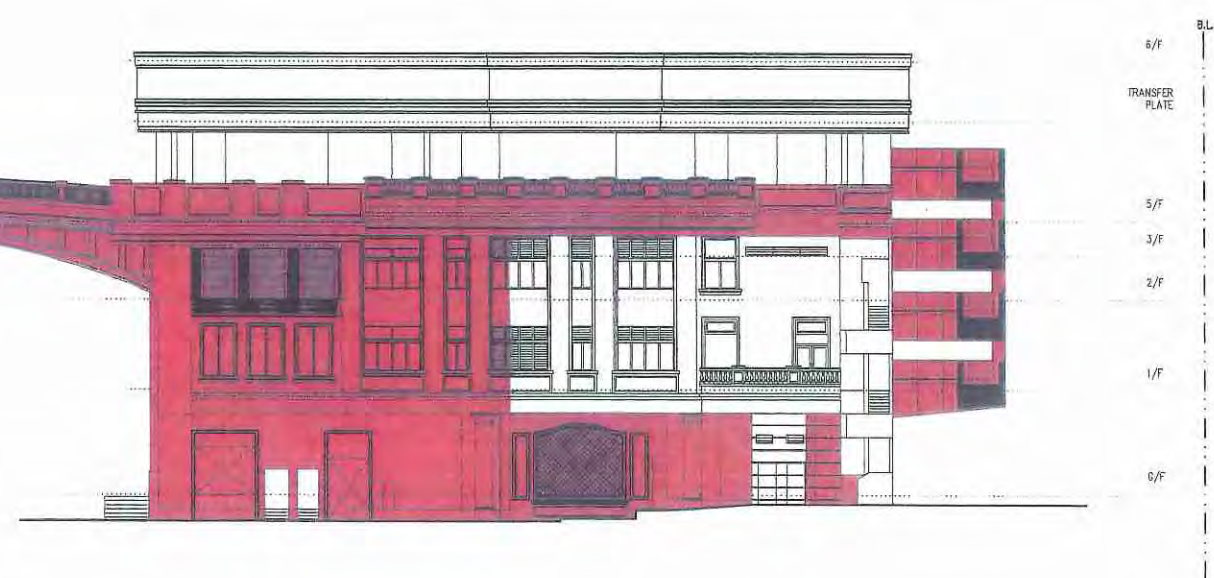

 PODIUM ELEVATION (SITE A)  
 SCALE 1:200







 PODIUM ELEVATION (SITE A)  
 SCALE 1:200



**LEGEND**

Commercial Accommodation (excluding Commercial Carparking Spaces,  
Turnaround and Lay-by Area and Pavement and Public Open Space)  
(Red)

[illegible]

**RONALD LU & PARTNERS**  
ARCHITECTS | PLANNERS | INTERIOR DESIGNERS

**Ronald Lu & Partners (Hong Kong) Ltd.**  
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213 Queen's Road East,  
Wanchai, Hong Kong

Tel : (852) 2891 2212  
Fax : (852) 2834 5442

Project Title

INLAND LOT NO. 9018

Drawing Title
---------------

(SITE A)  
PODIUM ELEVATION E, F & G

Project No.	0000
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Issue Date,	
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Cod File No.

SCALE \_\_\_\_\_

Drawing No.

Issue Date,	
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1:400

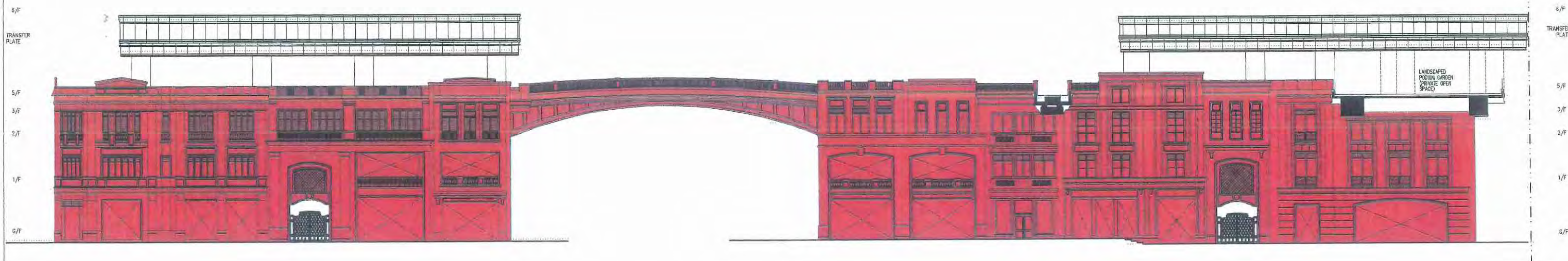
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I hereby certify the accuracy of the plan.

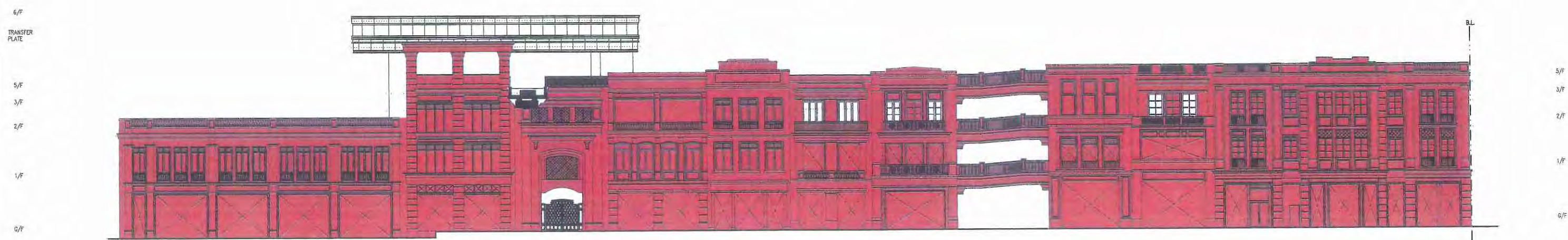
**Ronald**  
Autism Spectrum Services (1)



A detailed key plan of the site. It shows two main rectangular areas labeled 'PODIUM I' and 'PODIUM II'. Podium I is at the top, and Podium II is at the bottom. Between them are two smaller rectangular areas labeled 'H' and 'J'. To the left of Podium II is another area labeled 'F'. To the right of Podium I is an area labeled 'G'. At the bottom center is an area labeled 'D'. The plan includes various survey points marked with letters and symbols, and a north arrow pointing towards the top right.





 PODIUM ELEVATION ( SITE A )  
 SCALE 1:200



J PODIUM ELEVATION (SITE A)  
SCALE 1:200

(R) Commercial Accommodation (excluding Commercial Carparking Spaces, Turnaround and Lay-by Area and Pavement and Public Open Space)  
(Red)

[illegible]

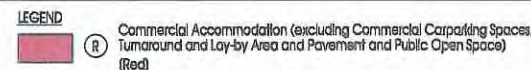
Project Title	Drawing Title	Project No.	Issue Date.	I hereby certify the accuracy of the plan  L.J. Ronald Authorized Person (Architect)
INLAND LOT NO. 9018	(SITE A) PODIUM ELEVATION H & J	D9050HK	AUG 2011	
		Cad File No.		
		U:\DRAWING\SUB\DMC\PLOT\ A_A_DMC_27		
		SCALE:	1:400	
	Drawing No.			
		A/A/DMC/27		




The image contains two architectural elevation drawings of a proposed building, labeled 1 and 3.

**1 SOUTHERN ELEVATION (FACING QUEEN'S ROAD EAST)**  
 This drawing shows the southern elevation of the building. It is a three-story structure with a red roof and red walls. The ground floor (G/F) features three large, red, paneled doors. The first floor (1/F) has three windows with white frames and decorative moldings. The second floor (2/F) has three windows with white frames and decorative moldings. The third floor (3/F) has three windows with white frames and decorative moldings. The roof (R/F) is red and features three small, square, white-framed windows. The building is flanked by two red walls, one on each side.

**3 NORTHERN ELEVATION (FACING JOHNSTON ROAD)**  
 This drawing shows the northern elevation of the building. It is a three-story structure with a red roof and red walls. The ground floor (G/F) features a large, red, paneled door on the left and a smaller, red, paneled door on the right. The first floor (1/F) has a large, red, paneled window on the left and a smaller, red, paneled window on the right. The second floor (2/F) has a large, red, paneled window on the left and a smaller, red, paneled window on the right. The third floor (3/F) has a large, red, paneled window on the left and a smaller, red, paneled window on the right. The roof (R/F) is red and features three small, square, white-framed windows. The building is flanked by two red walls, one on each side.

[illegible]

Project Title	Drawing Title	Project No. 09050HK	Issue Date. AUG 2011	I hereby certify the accuracy of the plan
INLAND LOT NO. 9018	(SITE A) HISTORICAL BUILDING ELEVATION 1 - 4	Cad File No. U: \DRAWING\SUB\DMC\PLOT\ A_A_DMC_2B		 LU Ronald Architect/Engineer (Architect)
		SCALE 1:200		
		Drawing No. A/A/DMC/2B		





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

LEGEND	
	Non-Structural Prefabricated External Wall (Green Dotted Line)
	Balcony (Non-Enclosed Areas) (Light Green)
	Utility Platform (Non-Enclosed Areas) (Light Green)
	Wider Common Corridor / Lift Lobby (Light Green Stippled Block)
	Open Kitchen Subject to Fire Safety Management Plan (Red Dotted Line)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
-	SECOND ISSUE	CWL	MF	KI	18/11/11						
A	THIRD ISSUE	CWL	MF	KI	09/03/12						
B	FOURTH ISSUE	CWL	MF	KI	14/11/12						
C	FIFTH ISSUE	CWL	MF	KI	03/01/13						
D	SIXTH ISSUE	CWL	MF	KI	21/01/13						
E	SEVENTH ISSUE	CWL	MF	KI	28/02/13						
F	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	14/09/13						
G	EIGHTH ISSUE	CWL	MF	KI	07/02/14						
H	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
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Fax : (852) 2834 5442

Project Title

INLAND LOT NO. 9018

Drawing Title

(SITE A)  
6/F PLAN  
FOR TOWER 1  
(DEMARICATION OF GREEN AND  
INNOVATIVE FEATURES)

Project No.  
09050HK

Issue Date  
AUG 2011

Grid File No.  
U:\...DRAWING\SUB\DMC\PLAT\ A\_A\_DMC\_NE1

SCALE  
1:200

Drawing No.

A/A/DMC/NE1

I hereby certify the accuracy of this plan

*Ronald Lu*









LU Ronald  
4th Floor Project Architect





7/F-9/F & 11/F-37/F PLAN  
(TOWER 1) (26 STOREYS)

NOTES: THERE WILL BE NO 13/F, 14/F, 24/F & 34/F  
IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS

LEGEND	
	Non-Structural Prefabricated External Wall (Green Dotted Line)
 BAL	 Balcony ( Non-Enclosed Areas ) (Light Green)
 U.P.	 Utility Platform ( Non-Enclosed Areas ) (Light Green)
	 Wider Common Corridor / Lift Lobby (Light Green Stippled Black)
	KIT.* Open Kitchen Subject to Fire Safety Management Plan (Red Pecked Line)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
-	SECOND ISSUE	CWL	MF	KI	18/11/11						
A	THIRD ISSUE	CWL	MF	KI	09/03/12						
B	FOURTH ISSUE	CWL	MF	KI	14/11/12						
C	FIFTH ISSUE	CWL	MF	KI	03/01/13						
D	SIXTH ISSUE	CWL	MF	KI	21/01/13						
E	SEVENTH ISSUE	CWL	MF	KI	28/02/13						
F	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13						
G	EIGHTH ISSUE	CWL	MF	KI	27/07/14						
H	NINTH ISSUE	CWL	FYC	KI	05/12/14						

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Tel : (852) 2891 2122  
Fax : (852) 2834 5442

Project Title  
INLAND LOT NO. 9018

Drawing Title  
(SITE A)  
7/F-9/F & 11/F-37/F PLAN  
FOR TOWER 1  
(DEMARICATION OF GREEN AND  
INNOVATIVE FEATURES)

Project No.  
09050HK  
Issue Date  
AUG 2011  
Cod File No.  
U:\DRAWING\SUB\DMC\PLAT\ A\_A\_DMC\_NE2  
SCALE  
1:200  
Drawing No.  
A/A/DMC/NE2

I hereby certify the accuracy of the plan.  
*Ronald Lu*  
LU Ronald  
Authorized Person (Architect)






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

LEGEND				
	Non-Structural Prefabricated External Wall (Green Dotted Line)			
	Balcony (Non-Enclosed Areas) (Light Green)			
	Utility Platform (Non-Enclosed Areas) (Light Green)			
	Wider Common Corridor / Lift Lobby (Light Green Stippled Black)			

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
-	SECOND ISSUE	CWL	MF	KI	18/11/11						
A	THIRD ISSUE	CWL	MF	KI	09/03/12						
B	FOURTH ISSUE	CWL	MF	KI	14/11/12						
C	FIFTH ISSUE	CWL	MF	KI	05/01/13						
D	SIXTH ISSUE	CWL	MF	KI	21/01/13						
E	SEVENTH ISSUE	CWL	MF	KI	28/07/13						
F	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/08/13						
G	EIGHTH ISSUE	CWL	MF	KI	07/12/14						
H	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
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Fax : (852) 2834 5442

Project Title	Drawing Title	Project No.	Issue Date	I hereby certify the accuracy of the plan  LU Ronald Registered Professional Architect
INLAND LOT NO. 9018	(SITE A) 38/F PLAN FOR TOWER 1 (DEMARICATION OF GREEN AND INNOVATIVE FEATURES)	09050HK	AUG 2011	
		Cad File No.		
		U:\DRAWING\SUB\DMC\PLAT\ A_A_DMC_NE3		
		SCALE	1:200	
		Drawing No.	A/A/DMC/NE3	





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

LEGEND			
---	Non-Structural Prefabricated External Wall (Green Dotted Line)		
BAL. LG	Balcony (Non-Enclosed Areas) (Light Green)		
U.P. LG	Utility Platform (Non-Enclosed Areas) (Light Green)		
LG	Wider Common Corridor / Lift Lobby (Light Green Stippled Block)		
KIT.*	Open Kitchen Subject to Fire Safety Management Plan (Red Picked Line)		

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	SECOND ISSUE	CWL	MF	KI	18/11/11	1					
A	THIRD ISSUE	CWL	MF	KI	09/03/12	2					
B	FOURTH ISSUE	CWL	MF	KI	14/11/12	3					
C	FIFTH ISSUE	CWL	MF	KI	01/01/13	4					
D	SIXTH ISSUE	CWL	MF	KI	21/01/13	5					
E	SEVENTH ISSUE	CWL	MF	KI	28/07/13	6					
F	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13	7					
G	EIGHTH ISSUE	CWL	MF	KI	27/07/14	8					
H	EIGHTH ISSUE (AMENDMENT)	CWL	MF	KI	27/10/14	9					
J	NINTH ISSUE	CWL	FYC	KI	09/12/14	10					

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Fax : (852) 2834 5442

Project Title  
INLAND LOT NO. 9018

Drawing Title  
(SITE A)  
6/F PLAN  
FOR TOWER 2  
(DEMARCATON OF GREEN AND  
INNOVATIVE FEATURES)

Project No.  
09050HK  
Issue Date  
AUG 2011  
Cod File No.  
U:\DRAWING\SUB\DMC\PLT\ A\_A\_DMC\_NE4  
SCALE  
1:200  
Drawing No.  
A/A/DMC/NE4

I hereby certify the accuracy of the plan

*Ronald Lu*  
LU Ronald  
Authorized Person/Architect





7/F-21/F & 23/F-42/F PLAN  
(TOWER 2) (31 STOREYS)

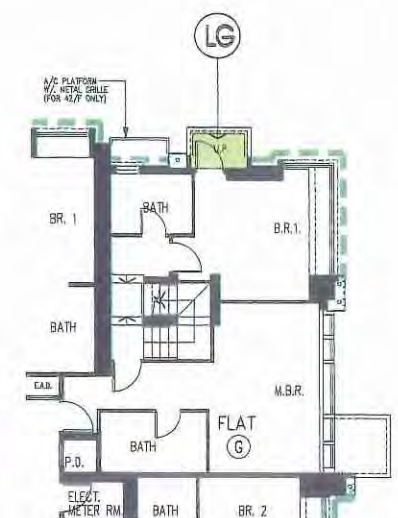
NOTES  
THERE WILL BE NO 13/F, 14/F, 24/F, 34/F  
IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS



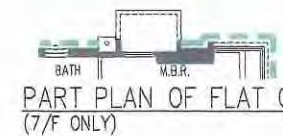
PART PLAN OF FLAT G  
(23/F ONLY)



PART PLAN OF FLAT G  
(20/F & 41/F ONLY)



PART PLAN OF FLAT G  
(21/F & 42/F ONLY)



PART PLAN OF FLAT G  
(7/F ONLY)

LEGEND				
---	Non-Structural Prefabricated External Wall (Green Dotted Line)			
BAL	Balcony (Non-Enclosed Areas) (Light Green)			
U.P.	Utility Platform (Non-Enclosed Areas) (Light Green)			
---	Wider Common Corridor / Lift Lobby (Light Green Stippled Block)			
KIT.*	Open Kitchen Subject to Fire Safety Management Plan (Red Pecked Line)			

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	FOURTH ISSUE	CWL	MF	KI	14/11/12	1					
2	FIFTH ISSUE	CWL	MF	KI	05/01/13	2					
3	SIXTH ISSUE	CWL	MF	KI	21/04/13	3					
4	SEVENTH ISSUE	CWL	MF	KI	28/07/13	4					
5	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13	5					
6	EIGHTH ISSUE	CWL	MF	KI	10/12/13	6					
7	EIGHTH ISSUE (AMENDMENT)	CWL	MF	KI	10/12/13	7					
8	NINTH ISSUE	CWL	FYC	KI	05/12/14	8					

**RONALD LU & PARTNERS**  
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Tel : (852) 2891 2212  
Fax : (852) 2834 5442

Project Title <b>INLAND LOT NO. 9018</b>	Drawing Title <b>(SITE A) 7/F-21/F &amp; 23/F-42/F PLAN FOR TOWER 2 (DEMARCATON OF GREEN AND INNOVATIVE FEATURES)</b>	Project No. 09050HK Issue Date AUG 2011 Cod File No. U:\DRAWING\SUB\DMC\LOT_A_A_DMC_NE4a SCALE 1:200 Drawing No. A/A/DMC/NE4a	I hereby certify the accuracy of the plan  LU Ronald Architect
---	--	--	---





45/F-47/F PLAN  
(TOWER 2) (3 STOREYS)

43/F-47/F PLAN  
(TOWER 2) (4 STOREYS)

NOTES: THERE WILL BE NO 44/F  
IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS  
43/F MAIN LEVEL AT +143.50 mPD

LEGEND				
	Non-Structural Prefabricated External Wall (Green Dotted Line)			
	Balcony (Non-Enclosed Areas) (Light Green)			
	Utility Platform (Non-Enclosed Areas) (Light Green)			
	Wider Common Corridor / Lift Lobby (Light Green Stippled Black)			

Rev.	Description	Drawn	Checked	Approved	Date
-	SECOND ISSUE	CWL	MF	KI	18/11/11
A	THIRD ISSUE	CWL	MF	KI	09/03/12
B	FOURTH ISSUE	CWL	MF	KI	14/11/12
C	FIFTH ISSUE	CWL	MF	KI	03/01/13
D	SIXTH ISSUE	CWL	MF	KI	21/01/13
E	SEVENTH ISSUE	CWL	MF	KI	25/02/13
F	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13
G	EIGHTH ISSUE	CWL	MF	KI	02/12/14
F	NINTH ISSUE	CWL	FYC	KI	05/12/14

Rev.	Description	Drawn	Checked	Approved	Date

Check all measurements on site. Do not scale off drawings. This drawing is to be used in conjunction with the specification and only measurements are to be taken reported for the construction. This drawing remains the copyright property of the Architect and is not to be reproduced in whole or in part without permission of the Architect.
B.D. REF :
F.S.D. REF :
D.L.O. REF :
Drawn By :
Checked By :
Approved By :

**RONALD LU & PARTNERS**  
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Project Title  INLAND LOT NO. 9018	Drawing Title  (SITE A) 43/F-47/F PLAN FOR TOWER 2 (DEMARICATION OF GREEN AND INNOVATIVE FEATURES)	Project No. 09050HK Issue Date AUG 2011 Cad File No. U: \DRAWING\SUB\DMC\LOT\ A_A_DMC_NES SCALE 1:200 Drawing No. A/A/DMC/NE5	I hereby certify the accuracy of the plan   LU Ronald 21. August 2011
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48/F PLAN  
(TOWER 2) (1 STOREY)

LEGEND			
	Non-Structural Prefabricated External Wall (Green Dotted Line)		
	Balcony (Non-Enclosed Areas) (Light Green)		
	Utility Platform (Non-Enclosed Areas) (Light Green)		
	Wider Common Corridor / Lift Lobby (Light Green Stippled Black)		

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
—	SECOND ISSUE	CWL	MF	KI	18/11/11						
A	THIRD ISSUE	CWL	MF	KI	09/03/12						
B	FOURTH ISSUE	CWL	MF	KI	14/11/12						
C	FIFTH ISSUE	CWL	MF	KI	03/01/13						
D	SIXTH ISSUE	CWL	MF	KI	21/01/13						
E	SEVENTH ISSUE	CWL	MF	KI	26/02/13						
F	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13						
G	EIGHTH ISSUE	CWL	MF	KI	07/11/13						
H	NINTH ISSUE	CWL	FYC	KI	05/12/14						

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Tel : (852) 2891 2212  
Fax : (852) 2834 5442

Project Title	Drawing Title	Project No.	Issue Date	I hereby certify the accuracy of this plan  LU Ronald Senior Project Architect
INLAND LOT NO. 9018	(SITE A) 48/F PLAN FOR TOWER 2 (DEMARCATON OF GREEN AND INNOVATIVE FEATURES)	09050HK	AUG 2011	
		Code File No.		
		U: \DRAWING\SUB\DMC\PLAT\ A_A_DMC_NES		
		SCALE	1:200	
		Drawing No.	A/A/DMC/NE6	





6/F PLAN  
(TOWER 3) (1 STOREY)

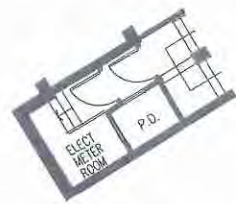
LEGEND				
---	Non-Structural Prefabricated External Wall (Green Dotted Line)			
BAL. LG	Balcony (Non-Enclosed Areas) (Light Green)			
U.P. LG	Utility Platform (Non-Enclosed Areas) (Light Green)			
LG	Wider Common Corridor / Lift Lobby (Light Green Stippled Block)			
KIT.*	Open Kitchen Subject to Fire Safety Management Plan (Red Pecked Line)			

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	SECOND ISSUE	CWL	MF	KI	18/11/11						
A	THIRD ISSUE	CWL	MF	KI	08/03/12						
B	FOURTH ISSUE	CWL	MF	KI	14/11/12						
C	FIFTH ISSUE	CWL	MF	KI	03/01/13						
D	SIXTH ISSUE	CWL	MF	KI	21/01/13						
E	SEVENTH ISSUE	CWL	MF	KI	26/07/13						
F	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13						
G	EIGHTH ISSUE	CWL	MF	KI	07/07/14						
H	NINTH ISSUE	CWL	FTG	KI	05/12/14						

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215 Queen's Road East,  
Wanchai, Hong Kong  
Tel : (852) 2801 2212  
Fax : (852) 2834 5442

Project Title	Drawing Title	Project No.	Issue Date	I hereby certify the accuracy of the plan  LU Ronald Architect (Professional)
INLAND LOT NO. 9018	(SITE A) 6/F PLAN FOR TOWER 3 (DEMARICATION OF GREEN AND INNOVATIVE FEATURES)	09050HK	AUG 2011	
		Doc File No.	U:\DRAWING\SUB\DMC\PLAN\A_A_DMC_NE7	
		SCALE	1:200	
		Drawing No.	A/A/DMC/NE7	










PART PLAN OF  
ELECT. METER RM.  
(42/F ONLY)



7/F-21/F & 23/F-42/F PLAN  
(TOWER 3) (31 STOREYS)

NOTES THERE WILL BE NO 13/F, 14/F, 24/F, 34/F  
IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS

LEGEND	
	Non-Structural Prefabricated External Wall (Green Dotted Line)
 (LG)	Balcony ( Non-Enclosed Areas ) (Light Green)
 (LG)	Utility Platform ( Non-Enclosed Areas ) (Light Green)
 (G)	Wider Common Corridor / Lift Lobby (Light Green Stippled Black)
	KIT.* Open Kitchen Subject to Fire Safety Management Plan (Red Pecked Line)



PART PLAN OF FLAT J  
(20/F & 41/F ONLY)



PART PLAN OF FLAT J  
(23/F ONLY)




PART PLAN OF FLAT B  
(23/F-42/F ONLY)



PART PLAN OF FLAT J  
(21/F & 42/F ONLY)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	FOURTH ISSUE	CWL	MF	KI	14/11/12	1					
2	FIFTH ISSUE	CWL	MF	KI	03/01/13	2					
3	SIXTH ISSUE	CWL	MF	KI	21/01/13	3					
4	SEVENTH ISSUE	CWL	MF	KI	26/02/13	4					
5	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13	5					
6	EIGHTH ISSUE	CWL	MF	KI	20/12/14	6					
7	NINTH ISSUE	CWL	FYC	KI	05/12/14	7					

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Wanchai, Hong Kong  
Tel : (852) 2891 2212  
Fax : (852) 2834 5442

Project Title	INLAND LOT NO. 9018	
Drawing Title	(SITE A) 7/F-21/F & 23/F-42/F PLAN FOR TOWER 3 (DEMARICATION OF GREEN AND INNOVATIVE FEATURES)	
Project No.	09050HK	Issue Date
Cad File No.	U:\DRAWING\SUB\DMC\PLAT_A_A_DMC_NE7a	SCALE
Drawing No.	A/A/DMC/NE7a	1:200
I hereby certify the accuracy of the plan.		
 LU Ronald Architect (Professional)		





43/F-47/F PLAN  
(TOWER 3) (4 STOREYS)

NOTES: THERE WILL BE NO 44/F  
IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS  
43/F MAIN LEVEL AT +141.50 mPD



PART PLAN OF FLAT A  
AT 45/F-47/F



PART PLAN OF FLAT E  
AT 45/F-47/F

LEGEND				
Non-Structural Prefabricated External Wall (Green Dotted Line)				
BAL	LG	Balcony (Non-Enclosed Areas) (Light Green)		
U.P.	LG	Utility Platform (Non-Enclosed Areas) (Light Green)		
	LG	Wider Common Corridor / Lift Lobby (Light Green Stippled Area)		

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	SECOND ISSUE	CWL	MF	KI	18/11/11	1					
2	THIRD ISSUE	CWL	MF	KI	09/03/12	2					
3	FOURTH ISSUE	CWL	MF	KI	14/11/12	3					
4	FIFTH ISSUE	CWL	MF	KI	03/01/13	4					
5	SIXTH ISSUE	CWL	MF	KI	21/01/13	5					
6	SEVENTH ISSUE	CWL	MF	KI	26/02/13	6					
7	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13	7					
8	EIGHTH ISSUE	CWL	MF	KI	22/02/14	8					
9	NINTH ISSUE	CWL	FYC	KI	02/12/14	9					

**RONALD LU & PARTNERS**  
ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
Ronald Lu & Partners (Hong Kong) Ltd.  
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33rd Floor, Wu Chung House,  
235 Queen's Road East,  
Wanchai, Hong Kong  
Tel : (852) 2891 2212  
Fax : (852) 2834 9442

Project Title	Drawing Title	Project No.	Issue Date	I hereby certify the accuracy of the plan  <i>Ronald Lu</i> LU Ronald Authorized Representative
INLAND LOT NO. 9018	(SITE A) 43/F-47/F PLAN FOR TOWER 3 (DEMARICATION OF GREEN AND INNOVATIVE FEATURES)	09050HK	AUG 2011	
		Cad File No.		
		U: \DRAWING\SUB\DMC\PLOT\ A_A_DMC_NEB		
		SCALE	1:200	
		Drawing No.	A/A/DMC/NEB	





48/F PLAN  
(TOWER 3) (1 STOREY)

LEGEND			
---	Non-Structural Prefabricated External Wall (Green Dotted Line)		
BAL	Balcony (Non-Enclosed Areas) (Light Green)		
U.P.	Utility Platform (Non-Enclosed Areas) (Light Green)		
	Wider Common Corridor / Lift Lobby (Light Green Stippled Block)		

Rev.	Description	Drawn	Checked	Approved	Date
A	SECOND ISSUE	CWL	MF	KI	18/11/11
B	THIRD ISSUE	CWL	MF	KI	09/03/12
C	FOURTH ISSUE	CWL	MF	KI	14/11/12
D	FIFTH ISSUE	CWL	MF	KI	03/01/13
E	SIXTH ISSUE	CWL	MF	KI	21/01/13
F	SEVENTH ISSUE	CWL	MF	KI	28/07/13
G	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13
H	EIGHTH ISSUE	CWL	MF	KI	07/12/14
I	NINTH ISSUE	CWL	FYC	KI	05/12/14

Rev.	Description	Drawn	Checked	Approved	Date

**RONALD LU & PARTNERS**  
ARCHITECTS / PLANNERS / INTERIOR DESIGNERS  
Ronald Lu & Partners (Hong Kong) Ltd.  
呂元博建築師事務所(香港)有限公司  
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Wanchai, Hong Kong  
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Fax : (852) 2834 5442

Project Title	Drawing Title		Project No.	Issue Date
INLAND LOT NO. 9018	(SITE A) 48/F PLAN FOR TOWER 3 (DEMARICATION OF GREEN AND INNOVATIVE FEATURES)		09050HK	AUG 2011
			Code File No.	
			U:\DRAWING\SUB\DMC\PLAT_A_A_DMC_NES	
			SCALE	1:200
			Drawing No.	
			A/A/DMC/NES	

I hereby certify the accuracy of the plan.

*Ronald Lu*

LU Ronald  
As named Persons in Charge



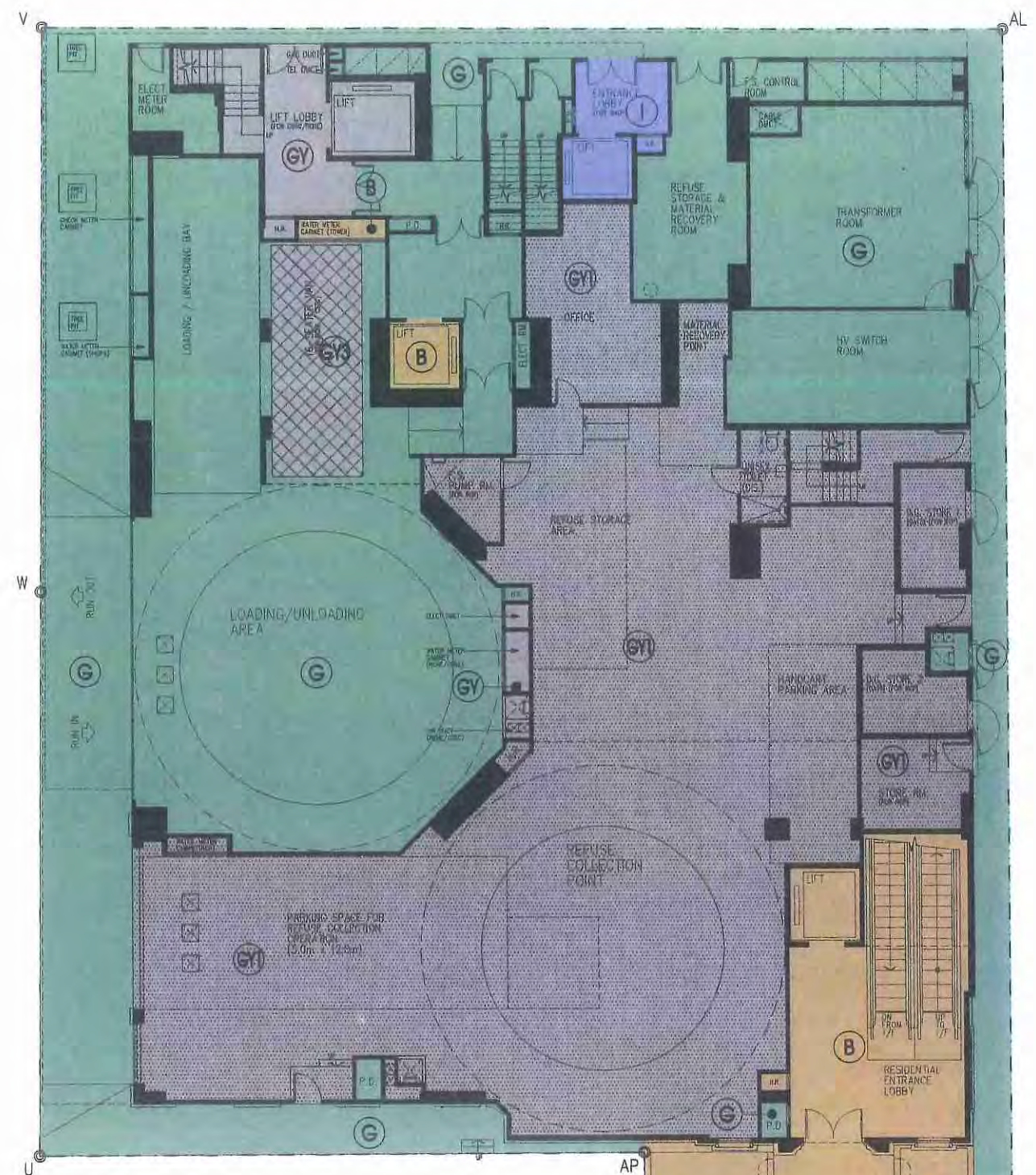


**PART PLAN AT LEV. 1.20**  
NOTE: THERE WILL BE NO 4/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS.

LEGEND				
	Estate Common Areas (Green)		Government Accommodation (RCHE cum CSSC) (Grey)	
	Residential Common Areas (Brown)		Government Accommodation (Refuse Collection Point) (Grey Stippled Black)	
	Site B Commercial Area (Indigo)		Government Accommodation (RCHE Parking Spaces) (Grey Cross-Hatched Black)	

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
-	FIRST ISSUE	CWL	MF	KI	03/08/11						
A	SECOND ISSUE	CWL	MF	KI	18/11/11						
B	THIRD ISSUE	CWL	MF	KI	08/03/12						
C	FOURTH ISSUE	CWL	MF	KI	14/11/12						
D	FIFTH ISSUE	CWL	MF	KI	03/01/13						
E	SIXTH ISSUE	CWL	MF	KI	21/01/13						
F	SIXTH ISSUE (AMENDMENT)	CWL	MF	KI	18/03/13						
G	SIXTH ISSUE (AMENDMENT)	CWL	MF	KI	02/04/13						
H	SEVENTH ISSUE	CWL	MF	KI	28/07/13						
J	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13						
K	NINTH ISSUE	CWL	FYC	KI	05/12/14						

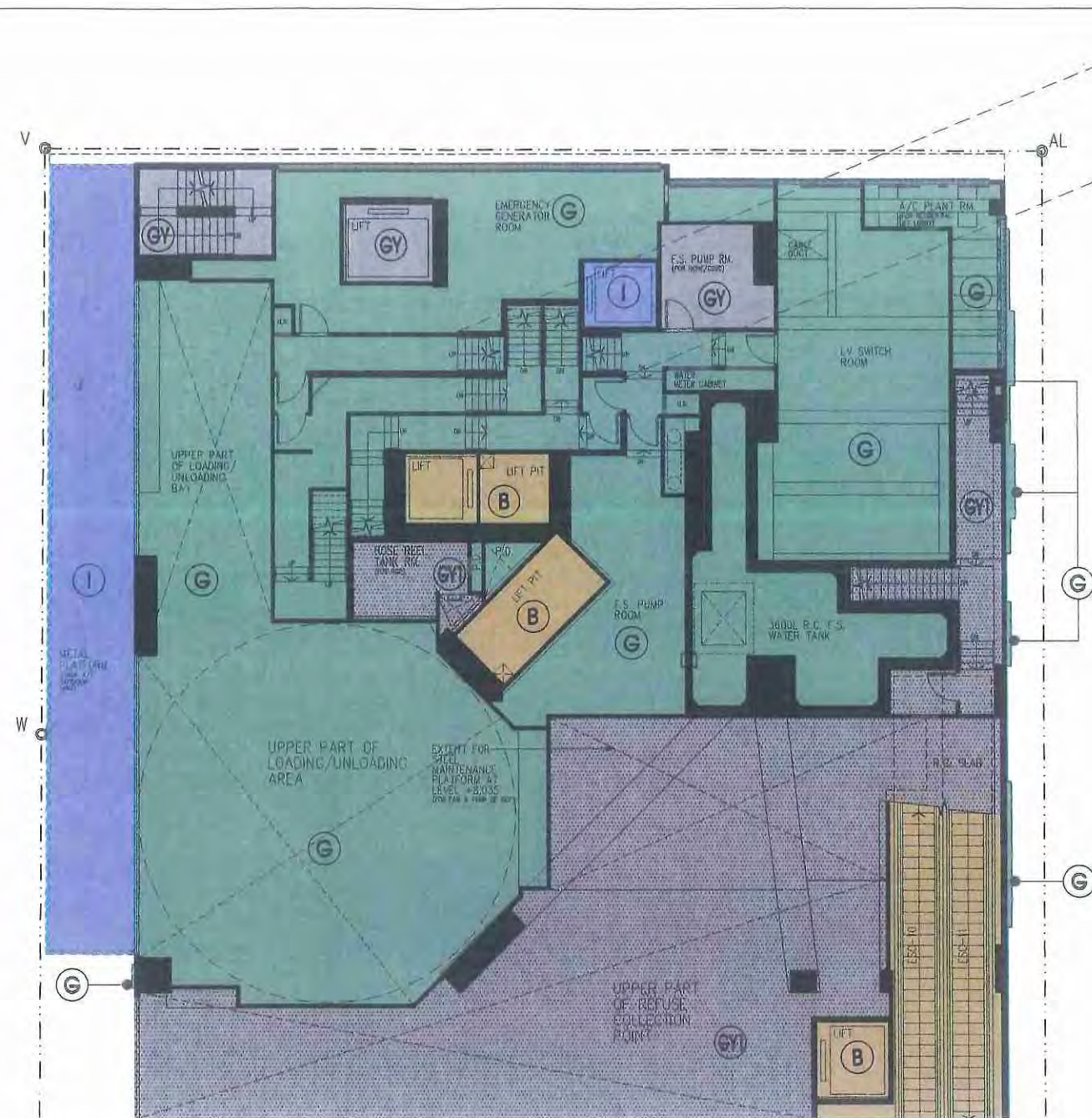
**RONALD LU & PARTNERS**  
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Fax : (852) 2834 5442



**GROUND FLOOR PLAN**  
NOTE: THERE WILL BE NO 4/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS.

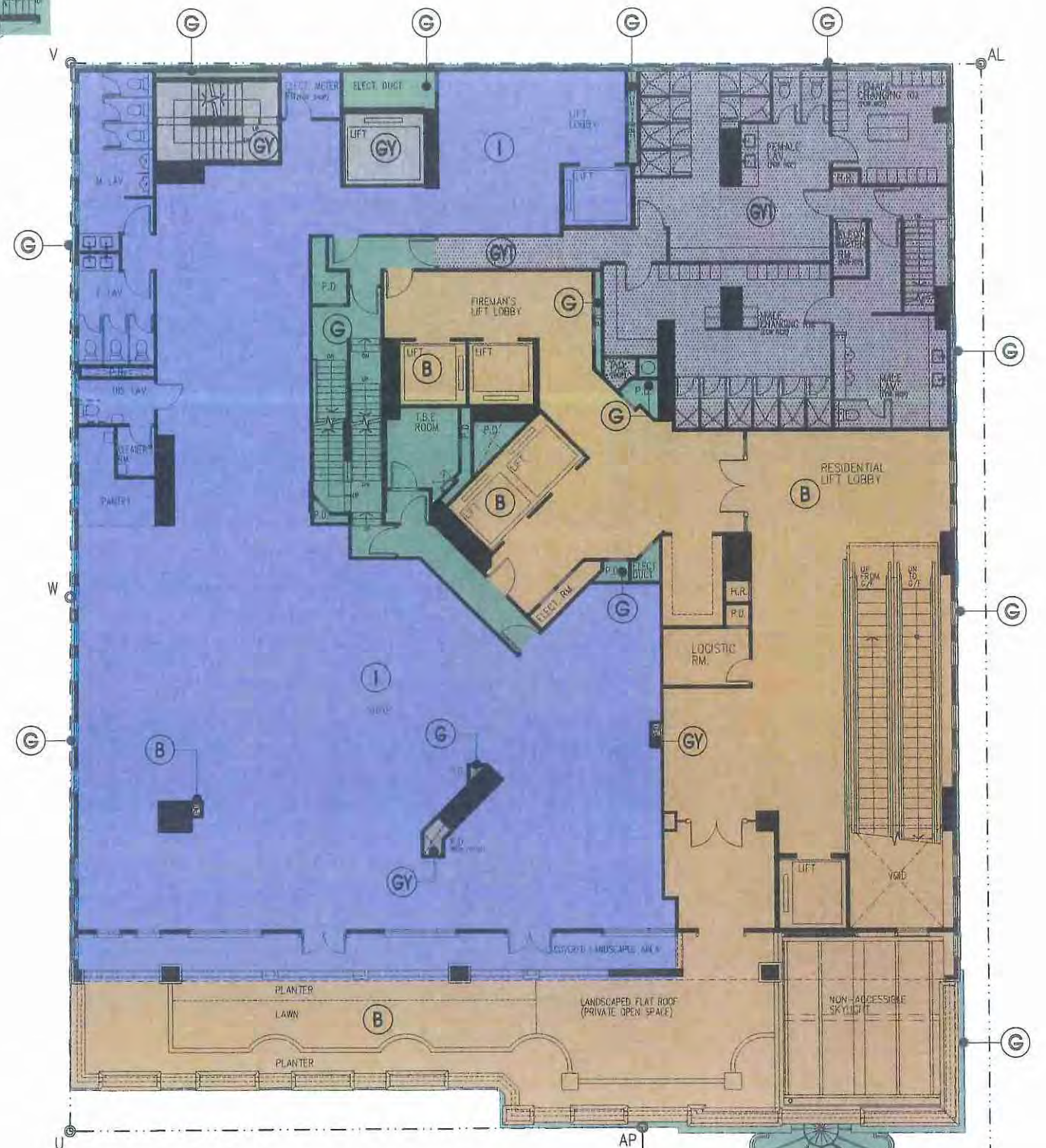
Project Title	Drawing Title	Project No.	Issue Date	I hereby certify the accuracy of the plan	
INLAND LOT NO. 9018	(SITE B) PART PLAN AT LEV. 1.20 AND G/F PLAN	09050HK	AUG 2011		
		Code File No.	U:\DRAWING\SUB\DMC\PLAT\ A_B_DMC_01		
		SCALE	1:200		
		Drawing No.	A/B/DMC/01	LU Ronald Authorized Person (Architect)	





MEZZANINE FLOOR  
(MECHANICAL PLANT FLOOR)

NOTE: THERE WILL BE NO 4/F IN THE  
NOMENCLATURE SYSTEM FOR NUMBERING FLOORS.



1ST FLOOR PLAN

NOTE: THERE WILL BE NO 4/F IN THE  
NOMENCLATURE SYSTEM FOR NUMBERING FLOORS.

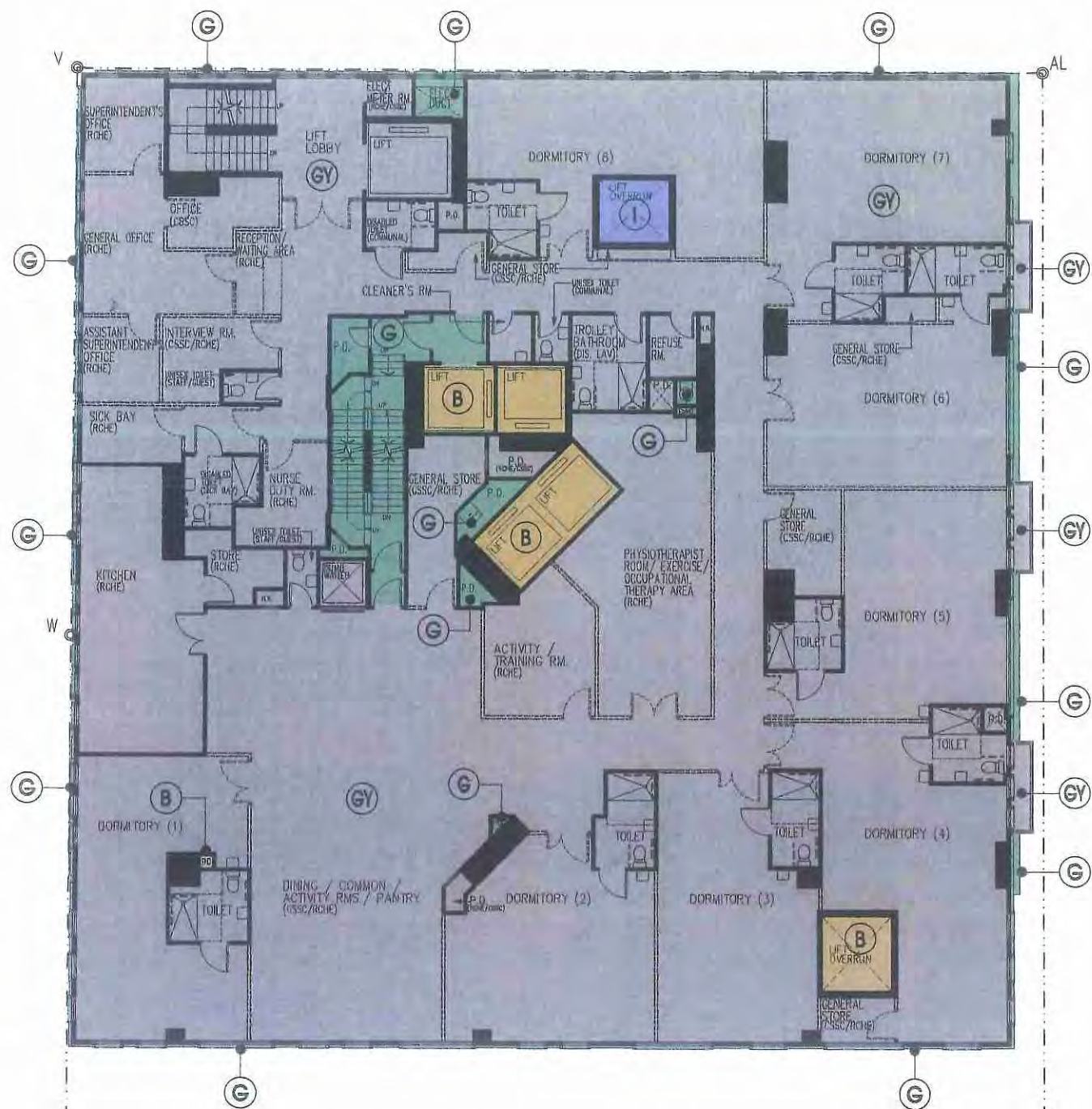
LEGEND					
(G)	Estate Common Areas (Green)	(B)	Residential Common Areas (Brown)	(I)	Site B Commercial Area (Indigo)
(GY)	Government Accommodation (RCHE cum CSSC) (Gray)				
(GY)	Government Accommodation (Refuse Collection Point) (Gray Stippled Black)				

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	FIRST ISSUE	CWL	MF	KI	05/08/11	1	NINTH ISSUE	CWL	FYC	KI	05/12/14
2	SECOND ISSUE	CWL	MF	KI	18/11/11						
3	THIRD ISSUE	CWL	MF	KI	09/03/12						
4	FOURTH ISSUE	CWL	MF	KI	14/11/12						
5	FIFTH ISSUE	CWL	MF	KI	03/01/13						
6	SIXTH ISSUE	CWL	MF	KI	21/01/13						
7	SIXTH ISSUE (AMENDMENT)	CWL	MF	KI	18/03/13						
8	SIXTH ISSUE (AMENDMENT)	CWL	MF	KI	02/04/13						
9	SEVENTH ISSUE	CWL	MF	KI	28/07/13						
10	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	20/08/13						
11	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13						

**RONALD LU & PARTNERS**  
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Fax : (852) 2834 5442

Project Title	Drawing Title	Project No.	Issue Date	I hereby certify the accuracy of the plan
INLAND LOT NO. 9018	(SITE B) MEZZANINE FLOOR AND 1/F PLAN	09050HK	AUG 2011	LU Ronald
		Code File No.		As Projected Person (Architect)
		U:\DRAWING\SUB\DMC\PLAT\ A_B_DMC_02		
		SCALE	1:200	
		Drawing No.	A/B/DMC/02	

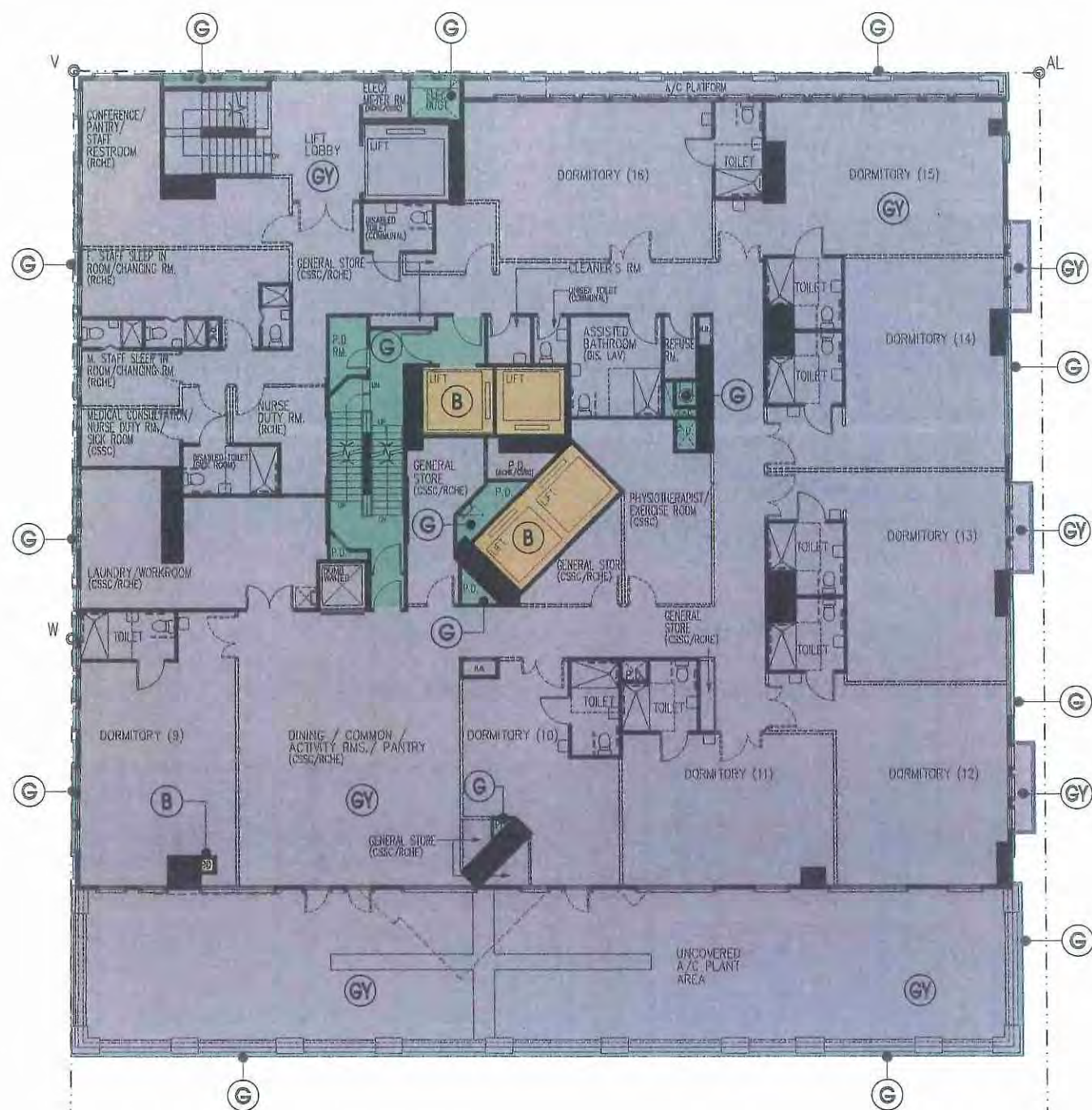




2ND FLOOR PLAN  
(RCHE/CSSC)  
NOTE: THERE WILL BE NO 4/F IN THE  
NOMENCLATURE SYSTEM FOR NUMBERING FLOORS.

**LEGEND**

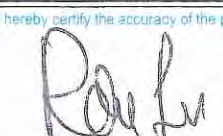
(G)	Estate Common Areas (Green)
(B)	Residential Common Areas (Brown)
(1)	Site B Commercial Area (Indigo)
(GY)	Government Accommodation (RCHE cum CSSC) (Grey)



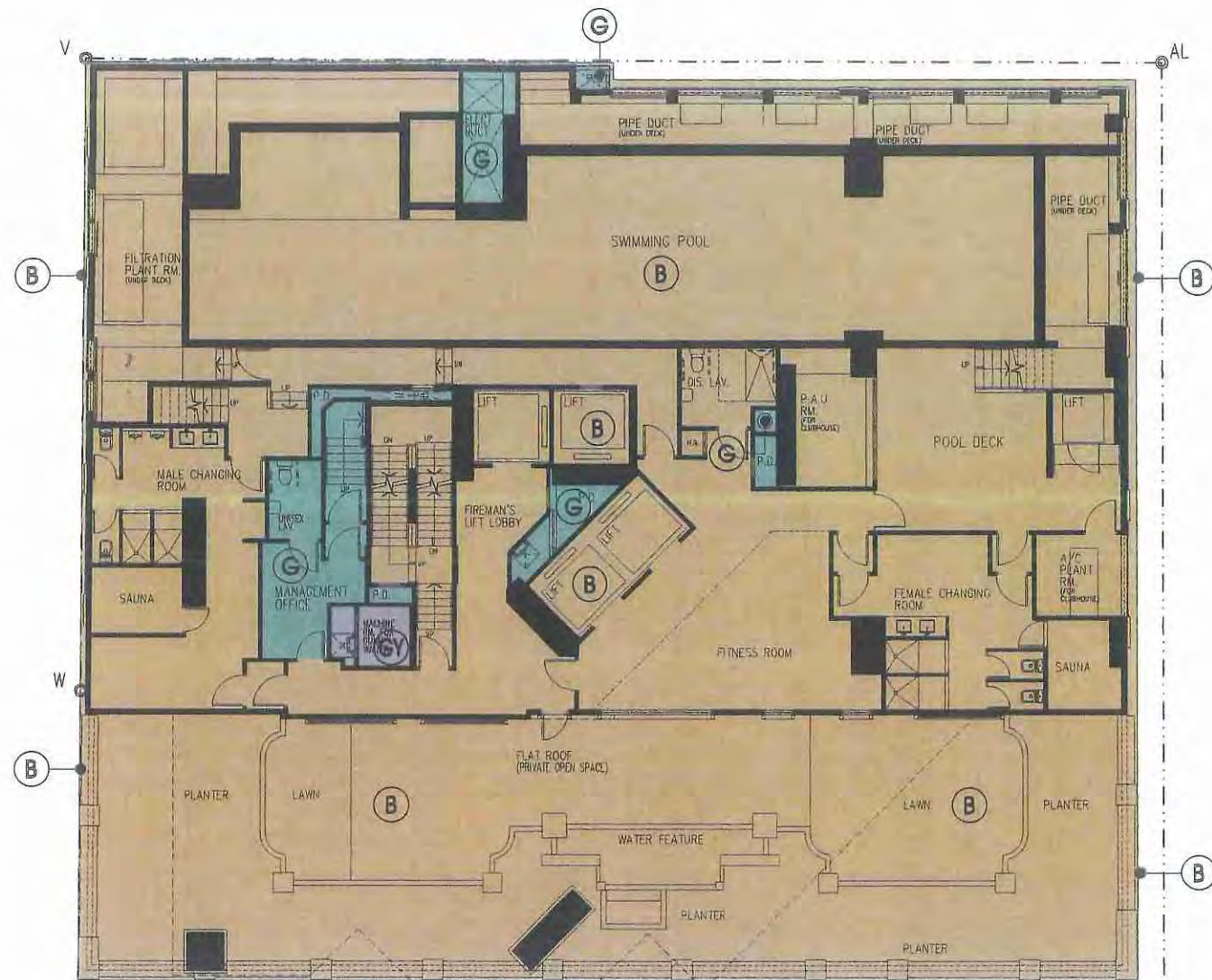
3RD FLOOR PLAN  
(RCHE/CSSC)  
NOTE: THERE WILL BE NO 4/F IN THE  
NOMENCLATURE SYSTEM FOR NUMBERING FLOORS.

Rev.	Description	Drawn	Checked	Approved	Date
1	FIRST ISSUE	CWL	MF	KI	03/08/11
2	SECOND ISSUE	CWL	MF	KI	18/11/11
3	THIRD ISSUE	CWL	MF	KI	09/03/12
4	FOURTH ISSUE	CWL	MF	KI	14/11/12
5	FIFTH ISSUE	CWL	MF	KI	03/01/13
6	SIXTH ISSUE	CWL	MF	KI	21/01/13
7	SIXTH ISSUE (AMENDMENT)	CWL	MF	KI	18/03/13
8	SIXTH ISSUE (AMENDMENT)	CWL	MF	KI	02/04/13
9	SEVENTH ISSUE	CWL	MF	KI	26/07/13
10	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	20/08/13
11	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13

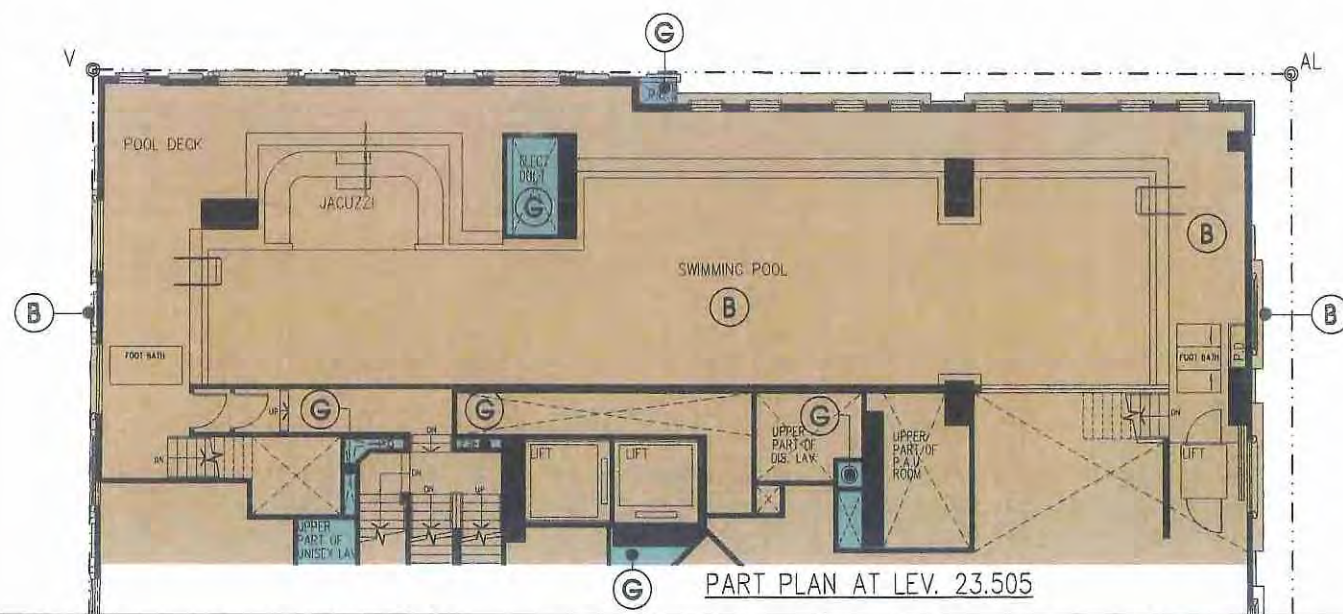
**RONALD LU & PARTNERS**  
ARCHITECTS & PLANNERS / INTERIOR DESIGNERS  
Ronald Lu & Partners (Hong Kong) Ltd.  
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Project Title	Drawing Title	Project No.	Issue Date
INLAND LOT NO. 9018	(SITE B) 2/F AND 3/F PLANS (RCHE/CSSC)	09050HK	AUG 2011
		Issue File No.	U:\DRAWING\SUB\DMC\PLAT\ A_B_DMC_03
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		Drawing No.	A/B/DMC/03
		I hereby certify the accuracy of the plan.	
		 LU Ronald Director, Planning & Architecture	

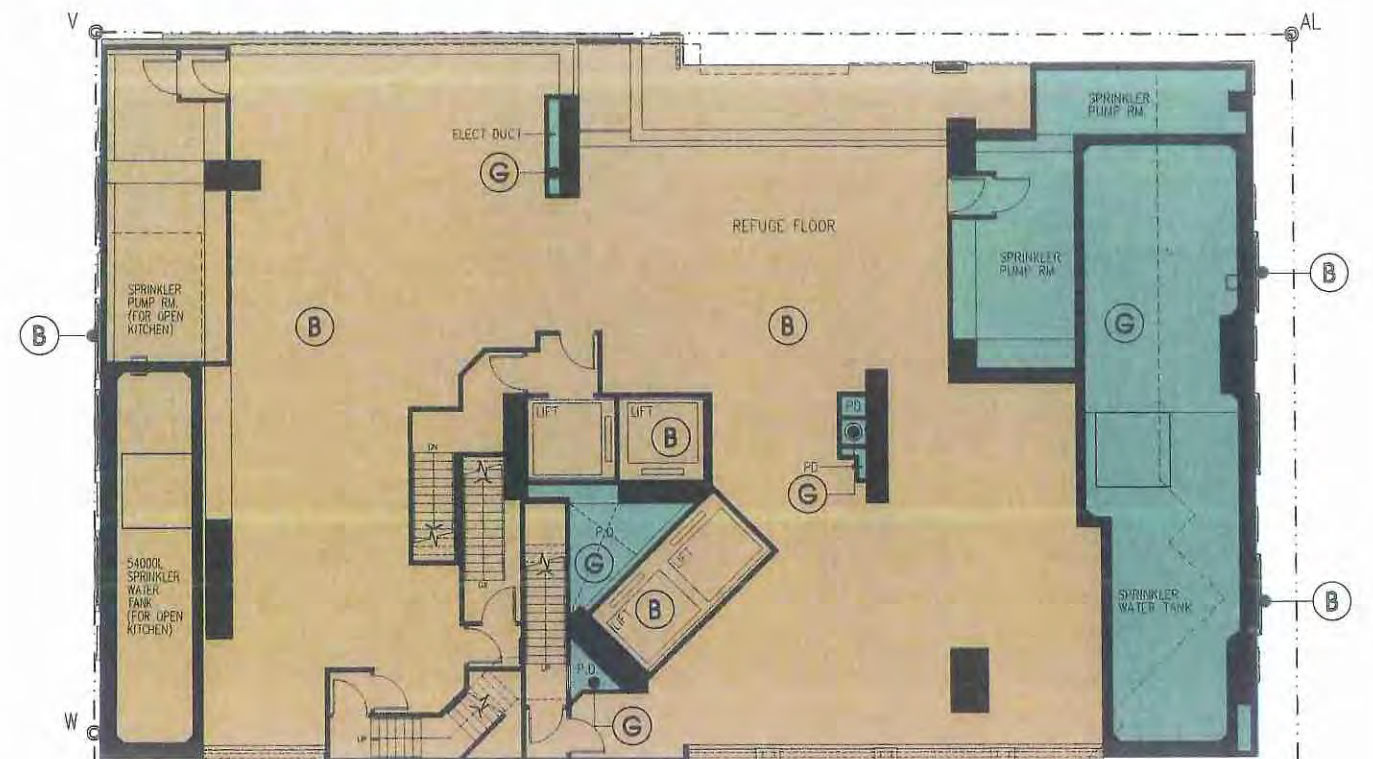




**5TH FLOOR PLAN**  
NOTE: THERE WILL BE NO 4/F IN THE  
NOMENCLATURE SYSTEM FOR NUMBERING FLOORS.



**PART PLAN AT LEV. 23.505**



**6TH FLOOR PLAN  
(REFUGE)**  
NOTE: THERE WILL BE NO 4/F IN THE  
NOMENCLATURE SYSTEM FOR NUMBERING FLOORS.

LEGEND	
<span style="background-color: #90EE90; border: 1px solid black; border-radius: 50%; padding: 2px;">G</span>	Estate Common Areas (Green)
<span style="background-color: #D2B48C; border: 1px solid black; border-radius: 50%; padding: 2px;">B</span>	Residential Common Areas (Brown)
<span style="background-color: #A9A9A9; border: 1px solid black; border-radius: 50%; padding: 2px;">GY</span>	Government Accommodation (RCHE cum CSSC) (Grey)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	FIRST ISSUE	CWL	MF	KI	03/05/11						
2	SECOND ISSUE	CWL	MF	KI	18/11/11						
3	THIRD ISSUE	CWL	MF	KI	09/03/12						
4	FOURTH ISSUE	CWL	MF	KI	14/11/12						
5	FIFTH ISSUE	CWL	MF	KI	03/01/13						
6	SIXTH ISSUE	CWL	MF	KI	21/01/13						
7	SIXTH ISSUE (AMENDMENT)	CWL	MF	KI	02/04/13						
8	SEVENTH ISSUE	CWL	MF	KI	26/07/13						
9	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13						
10	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
ARCHITECTS (PLANNERS) INTERIOR DESIGNERS  
Ronald Lu & Partners (Hong Kong) Ltd.  
呂元祥建築師事務所(香港)有限公司  
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Project Title <b>INLAND LOT NO. 9018</b>	Drawing Title <b>(SITE B) 5/F PLAN (CLUBHOUSE) PART PLAN AT LEV. 23.38 AND 6/F PLAN (REFUGE FLOOR)</b>	Project No. 090504K Issue Date AUG 2011 Cad File No. U:\DRAWING\SUB\DMC\PLAT\ A_B_DMC_04 SCALE 1:200 Drawing No. A/B/DMC/04	I hereby certify the accuracy of the plan  <i>Ronald Lu</i> LU Ronald Authorized Person (Architect)
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7/F PLAN (TOWER 5)  
(1 STOREY)



8/F-31/F PLAN (TOWER 5)  
(21 STOREYS)

NOTES: THERE WILL BE NO 13/F, 14/F & 24/F  
IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS  
ALL COMMON FLAT ROOFS TO BE DESIGNATED AS COMMON AREAS UNDER DMC

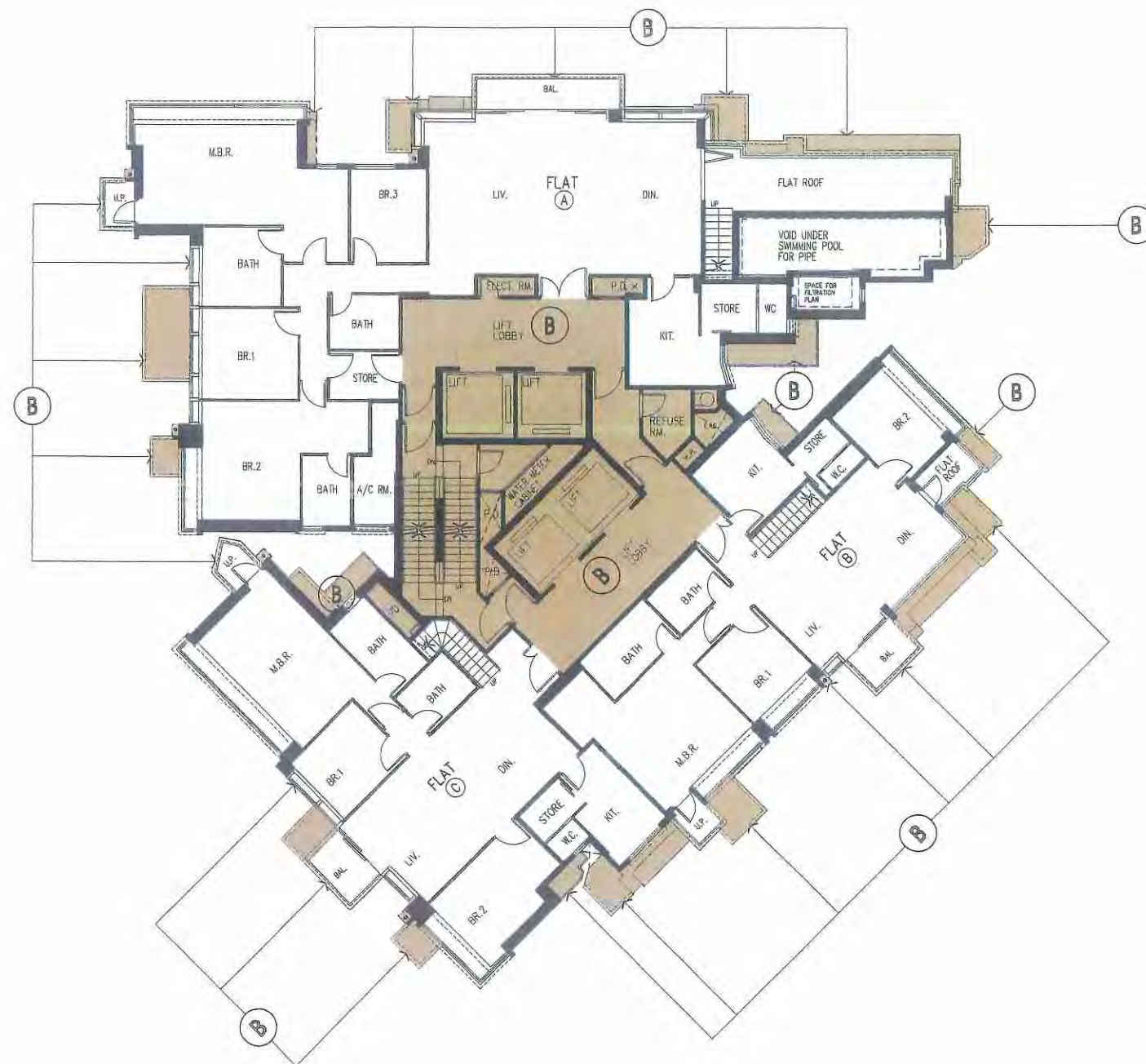
**LEGEND**  
 Residential Common Areas (Brown)  
 --- KIT.\* Open Kitchen Subject to Fire Safety Management Plan (Red Picked Line)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	FIRST ISSUE	CWL	MF	KI	03/08/11	1					
2	SECOND ISSUE	CWL	MF	KI	18/11/11	2					
3	THIRD ISSUE	CWL	MF	KI	09/03/12	3					
4	FOURTH ISSUE	CWL	MF	KI	14/11/12	4					
5	FIFTH ISSUE	CWL	MF	KI	03/01/13	5					
6	SIXTH ISSUE	CWL	MF	KI	21/01/13	6					
7	SEVENTH ISSUE	CWL	MF	KI	26/02/13	7					
8	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/08/13	8					
9	NINTH ISSUE	CWL	FYC	KI	05/12/14	9					

**RONALD LU & PARTNERS**  
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 Fax : (852) 2834 5442

Project Title  INLAND LOT NO. 9018	Drawing Title  (SITE B) 7/F - 31/F OF TOWER 5	Project No. D9050HK Issue Date AUG 2011 Cad File No. U:\DRAWING\SUB\DMC\LOT\ A_B_DMC_05 SCALE 1:200 Drawing No. A/B/DMC/05	I hereby certify the accuracy of the plan   Ronald Lu Architect/Planner/Designer
--	--	---	--





32/F PLAN (TOWER 5)  
(1 STOREY)

**LEGEND**  
 Residential Common Areas (Brown)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
1	FIRST ISSUE	CWL	MF	KI	03/08/11	1	FIRST ISSUE	CWL	MF	KI	03/08/11
2	SECOND ISSUE	CWL	MF	KI	18/11/11	2	SECOND ISSUE	CWL	MF	KI	18/11/11
3	THIRD ISSUE	CWL	MF	KI	09/03/12	3	THIRD ISSUE	CWL	MF	KI	09/03/12
4	FOURTH ISSUE	CWL	MF	KI	14/11/12	4	FOURTH ISSUE	CWL	MF	KI	14/11/12
5	FIFTH ISSUE	CWL	MF	KI	03/01/13	5	FIFTH ISSUE	CWL	MF	KI	03/01/13
6	SIXTH ISSUE	CWL	MF	KI	21/01/13	6	SIXTH ISSUE	CWL	MF	KI	21/01/13
7	SEVENTH ISSUE	CWL	MF	KI	26/07/13	7	SEVENTH ISSUE	CWL	MF	KI	26/07/13
8	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13	8	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13
9	NINTH ISSUE	CWL	FYC	KI	05/12/14	9	NINTH ISSUE	CWL	FYC	KI	05/12/14

**RONALD LU & PARTNERS**  
 ARCHITECTS / PLANNERS / INTERIOR DESIGNERS  
 Ronald Lu & Partners (Hong Kong) Ltd.  
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 33rd Floor, Wu Chung House,  
 213 Queen's Road East,  
 Wanchai, Hong Kong  
 Tel : (852) 2891 2212  
 Fax : (852) 2834 5442

Project Title	Drawing Title	Project No.	Issue Date
INLAND LOT NO. 9018	(SITE B) 32/F OF TOWER 5	09050HK	AUG 2011
		Cad File No.	
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		A/B/DMC/06	

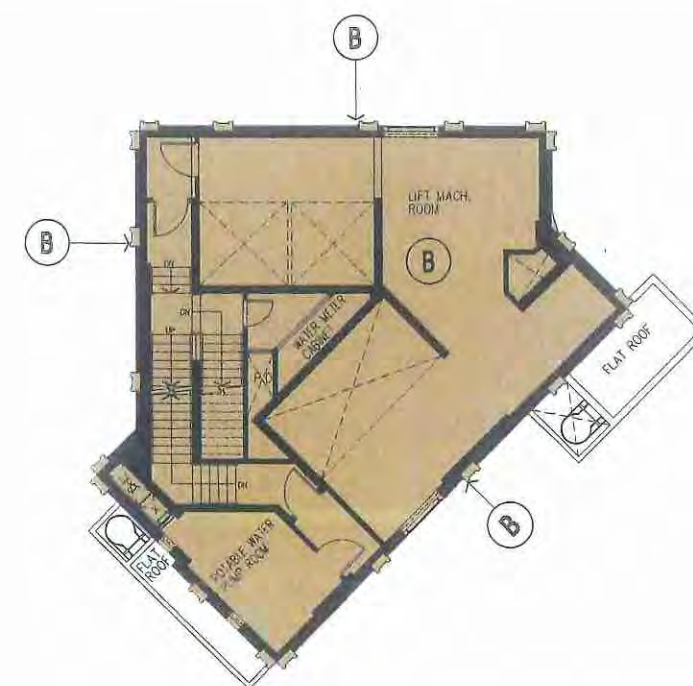
I hereby certify the accuracy of the plan.

*Ronald Lu*  
 LU Ronald  
 Architect (Professional Seal)

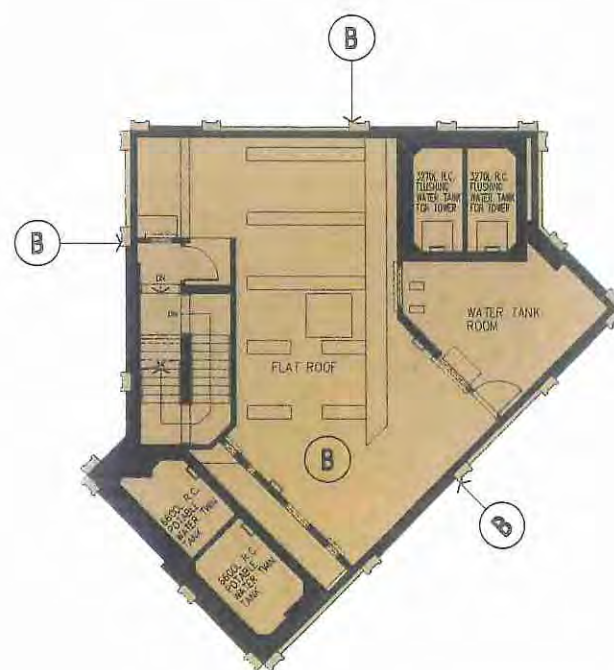




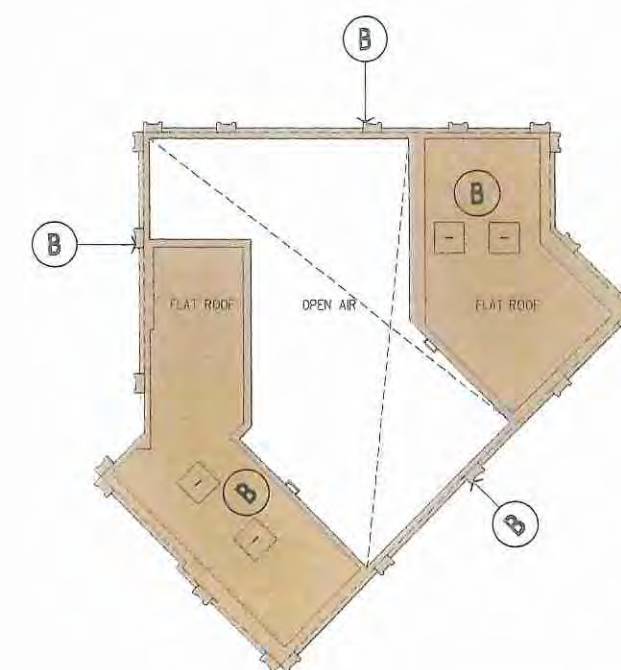
ROOF PLAN (TOWER 5)



LIFT MACH. RM. FLOOR  
(TOWER 5)



UPPER ROOF PLAN  
(TOWER 5)



TOP ROOF PLAN  
(TOWER 5)

LEGEND  
Residential Common Areas  
(Brown)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
A	FIRST ISSUE	CWL	MF	KI	03/08/11						
B	SECOND ISSUE	CWL	MF	KI	18/11/11						
C	THIRD ISSUE	CWL	MF	KI	02/03/12						
D	FOURTH ISSUE	CWL	MF	KI	14/11/12						
E	FIFTH ISSUE	CWL	MF	KI	03/01/13						
F	SIXTH ISSUE	CWL	MF	KI	21/01/13						
G	SEVENTH ISSUE	CWL	MF	KI	26/07/13						
H	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/09/13						
I	NINTH ISSUE	CWL	FYC	KI	05/12/14						

**RONALD LU & PARTNERS**  
ARCHITECTS | PLANNERS | INTERIOR DESIGNERS  
Ronald Lu & Partners (Hong Kong) Ltd.  
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Wanchai, Hong Kong  
Tel : (852) 2891 2212  
Fax : (852) 2834 5442

Project Title  INLAND LOT NO. 9018	Drawing Title  (SITE B) ROOF PLAN, LIFT MACH. RM. FLOOR PLAN, UPPER ROOF PLAN AND TOP ROOF PLAN OF TOWER 5	Project No. 09050HK Issue Date AUG 2011 Cad File No. U:\...DRAWING\SUB\DMC\LOT\ A_B_DMC_07 SCALE 1:200 Drawing No. A/B/DMC/07	I hereby certify the accuracy of the plan.  <i>Roulu</i> LU Ronald An Instructed Person, Architect
--	--	--	--





7/F PLAN (TOWER 5)  
(1 STOREY)

**LEGEND**

---	Non-Structural Prefabricated External Wall (Green Dotted Line)
BAL. LG	Balcony (Non-Enclosed Areas) (Light Green)
U.P. LG	Utility Platform (Non-Enclosed Areas) (Light Green)
C.A. LG	Covered Area Underneath The Lowest Utility Platform (Non-Enclosed Areas) (Light Green)
Wider Common Corridor / Lift Lobby LG	Wider Common Corridor / Lift Lobby (Light Green Stippled Area)
KIT.*	Open Kitchen Subject to Fire Safety Management Plan (Red Picked Line)



8/F-31/F PLAN (TOWER 5)  
(21 STOREYS)

NOTES: THERE WILL BE NO 13/F, 14/F & 24/F IN THE NOMENCLATURE SYSTEM FOR NUMBERING FLOORS  
ALL COMMON FLAT ROOFS TO BE DESIGNATED AS COMMON AREAS UNDER DMC

Rev.	Description	Drawn	Checked	Approved	Date
1	SECOND ISSUE	CWL	MF	KI	13/11/11
2	THIRD ISSUE	CWL	MF	KI	08/03/12
3	FOURTH ISSUE	CWL	MF	KI	14/11/12
4	FIFTH ISSUE	CWL	MF	KI	03/01/13
5	SIXTH ISSUE	CWL	MF	KI	21/01/13
6	SEVENTH ISSUE	CWL	MF	KI	26/07/13
7	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/08/13
8	NINTH ISSUE	CWL	MF	KI	05/12/14

Rev.	Description	Drawn	Checked	Approved	Date
1	SECOND ISSUE	CWL	MF	KI	13/11/11
2	THIRD ISSUE	CWL	MF	KI	08/03/12
3	FOURTH ISSUE	CWL	MF	KI	14/11/12
4	FIFTH ISSUE	CWL	MF	KI	03/01/13
5	SIXTH ISSUE	CWL	MF	KI	21/01/13
6	SEVENTH ISSUE	CWL	MF	KI	26/07/13
7	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/08/13
8	NINTH ISSUE	CWL	MF	KI	05/12/14

Check of measurements on site. Do not show up drawings. The drawings to be used in conjunction with the specification and any discrepancies are to be immediately reported to the architect. This drawing remains the copyright property of the architect and is not to be reproduced in whole or in part without permission of the architect.

B.D. REF: \_\_\_\_\_  
F.S.D. REF: \_\_\_\_\_  
D.L.O. REF: \_\_\_\_\_  
Drawn By: \_\_\_\_\_  
Checked By: \_\_\_\_\_  
Approved By: \_\_\_\_\_

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Project Title	Drawing Title	Project No.	Issue Date
INLAND LOT NO. 9018	(SITE B) 7/F - 31/F OF TOWER 5 (DEMARICATION OF GREEN AND INNOVATIVE FEATURES)	09050HK	AUG 2011
		Code File No.	
		U: \DRAWING\SUB\DMC\PLAT\A_B_DMC_NE10	
		SCALE:	1:200
		Drawing No.	A/B/DMC/NE10

I hereby certify the accuracy of the plan:

*Ronald Lu*  
Ronald Lu  
Architect (Professional)





32/F PLAN (TOWER 5)  
(1 STOREY)

LEGEND	
	Non-Structural Prefabricated External Wall (Green Dashed Line)
	Balcony (Non-Enclosed Areas) (Light Green)
	Utility Platform (Non-Enclosed Areas) (Light Green)
	Wider Common Corridor / Lift Lobby (Light Green Stippled Area)

Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
A	SECOND ISSUE	CWL	MF	KI	13/11/11						
B	THIRD ISSUE	CWL	MF	KI	09/03/12						
C	FOURTH ISSUE	CWL	MF	KI	14/11/12						
D	FIFTH ISSUE	CWL	MF	KI	03/01/13						
E	SIXTH ISSUE	CWL	MF	KI	21/01/13						
F	SEVENTH ISSUE	CWL	MF	KI	26/07/13						
G	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	15/08/13						
H	SEVENTH ISSUE (AMENDMENT)	CWL	MF	KI	13/08/13						
I	NINTH ISSUE	CWL	FYC	KI	05/12/14						

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Project Title	Drawing Title	Project No.	Issue Date	I hereby certify the accuracy of the plan.  (Lu Ronald) Engineer - Design (A/E) (10/11/11)
INLAND LOT NO. 9018	(SITE B) 32/F OF TOWER 5 (DEMARICATION OF GREEN AND INNOVATIVE FEATURES)	09050HK	AUG 2011	
		U: ..\DRAWING\SUB\DMC\PLOT\A_B_DMC_NE11	SCALE: 1:200	
		Drawing No.	A/B/DMC/NE11	