Dated the day of 20

URBAN RENEWAL AUTHORITY

and

and

DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT

of

THE REMAINING PORTION OF NEW KOWLOON INLAND LOT NO. 6514

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WKWC/ATSY/15482744

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THIS DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT
made the day of

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 26th Floor, COSCO Tower, 183 Queen's Road Central, Hong Kong (hereinafter called the "**First Owner**" which expression shall where the context so admits include his successors and assigns) of the first part;

(2)

(hereinafter called the "**First Assignee**" which expression shall where the context so admits include his executors, administrators and assigns) of the second part; and

(3)

(hereinafter called the "**DMC Manager**") of the third part.

WHEREAS:-

(A) Immediately prior to the Assignment to the First Assignee hereinafter referred to the First Owner is the registered owner and is in possession of the Land (as hereinafter defined) and upon issue of the Certificate of Compliance (as hereinafter defined) in respect of the Land will become entitled to a Government lease thereof for the residue of a term of 50 years commencing from the 19th day of December 2014 subject to and with the benefit of the Government Grant (as hereinafter defined).

(B) The First Owner has developed and is in the course of developing the Land in accordance with the Government Grant and the Building Plans (as hereinafter defined).

(C) For the purposes of sale the Land and the Development (as hereinafter defined) have been notionally divided into 170,502 equal Undivided Shares (as hereinafter defined) which have been allocated as provided in the FIRST SCHEDULE hereto.

(D) The First Owner is in a position to assign or otherwise dispose of Undivided Shares together with the right to the exclusive use and occupation of a part or parts of the Development.

(E) By an Assignment bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part and for the consideration therein expressed the First Owner assigned unto the First Assignee All Those [ ] equal undivided 170,502nd parts or shares of and in the Land and the Development Together with the sole and exclusive right to hold use occupy and enjoy All [That/Those] [ ] on the [ ] of the Development (the "**First Assignee's Unit**") Subject to and with the benefit of the Government Grant.

(F) The parties hereto have agreed to enter into these presents for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Land and the Development and the Common Areas and Facilities therein and for the purpose of defining and regulating the rights, interests and obligations of the Owners (as hereinafter defined) in respect thereof and to provide for apportionment of the expenses of such management, maintenance, repair, renovation, insurance and service to be borne by the Owners.

(G) The Director of Lands has given his approval to this Deed in accordance with Special Condition No.(40)(a) of the Government Grant.

NOW THIS DEED WITNESSETH as follows :-

SECTION I

1. Definitions and Interpretation

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

"**Accessible Car Parking Space**"
means any parking space in the Development provided in accordance with Special Condition No.(46)(c)(i) of the Government Grant for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap. 374 of the laws of Hong Kong), any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the Development and their bona fide guests, visitors or invitees as shown and delineated on the Building Plans;

"**Acoustic Balconies**"
means the balconies of the Residential Units with the ceiling applied with sound absorptive materials and which are one of the Noise Mitigation Measures and which for the purposes of identification only are (i) marked "ACOUSTIC BAL." or "ENHANCED ACOUSTIC BAL." and (ii) shown hatched black on the plans certified as to their accuracy by the Authorized Person and annexed hereto and "**Acoustic Balcony**" should be construed accordingly;

"**Acoustic Fins**"
means the acoustic fins and panels of the Residential Common Areas and Facilities which are one of the Noise Mitigation Measures and are for identification purpose only shown coloured Yellow Stippled Black on the plans nos. DMC-009 to DMC-012 and DMC-014 to DMC-023 certified as to their accuracy by the Authorized Person and annexed hereto;

"**Acoustic Utility Platforms**"
means the utility platforms of the Residential Units with the ceiling applied with sound absorptive materials and which are one of the Noise Mitigation

Measures and which for the purposes of identification only are (i) marked "ACOUSTIC U.P." and (ii) shown stippled black on the plans certified as to their accuracy by the Authorized Person and annexed hereto and "**Acoustic Utility Platform**" should be construed accordingly;

"**Acoustic Windows**"
means the acoustic windows of the Residential Units which are top-hung type and which are one of the Noise Mitigation Measures and which for the purposes of identification only are marked "ACOUSTIC WINDOW" on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

"**Authority**"
means the Secretary for Home Affairs;

"**Authorized Person**"
means Ms. Chan Wing Che of Wong Tung & Partners Limited, which expression shall include any other authorized person as defined in Section 2(1) of the Buildings Ordinance (Cap. 123) of the laws of Hong Kong for the time being appointed by the First Owner in the place of the said Ms. Chan Wing Che;

"**Building Management Ordinance**"
means the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) and any statutory amendments, modifications or re-enactments thereof from time to time in force;

"**Building Plans**"
means the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development approved by the Building Authority under reference No. BD 2/4023/12 and includes any approved amendments thereto;

"**Car Parking Rules**"
means the rules and regulations as the Manager may from time to time make or implement (with the approval of the Owners' Committee, if and when it is formed) governing the use of the Development Carpark Common Areas and Facilities and the Residential Carpark Common Areas and Facilities;

"**Carpark**"
means the whole of the car park of the Development and comprising the Residential Car Parking Spaces, the Residential Motor Cycle Parking Spaces, the Visitor Car Parking Spaces, the Residential Accessible Car Parking Spaces, the Residential Loading and Unloading Spaces, the Residential Carpark Common Areas and Facilities and the Development Carpark Common Areas and Facilities but otherwise excluding the Commercial Accommodation;

"**Certificate of Compliance**"

means the certificate or letter from the Director of Lands certifying that the General and Special Conditions of the Government Grant have been complied with to his satisfaction in relation to the whole of the Land;

"**Club House**"

means the club house of the Residential Accommodation providing recreational facilities and ancillary facilities comprising, inter alia, children play areas, children playground, dance studio, function rooms, game rooms, gymnasium room, indoor pool, lounge, outdoor swimming pool, reading lounge, reception, seating area, spa, study room, video game room, yoga room constructed or to be constructed in accordance with Special Condition No. (15) of the Government Grant for the common use and benefit of all the residents of the Development and their bona fide visitors;

"**Club Rules**"

means such rules and regulations set down by the Manager (with the approval of the Owners' Committee, if and when it is formed) from time to time with specific application to the Club House and the use and enjoyment thereof;

"**Commercial Accommodation**"

means the Commercial Portion PROVIDED THAT if the Director of Lands shall at any time approve in writing any alteration of delineation of the Commercial Portion in accordance with Special Condition No. (42)(a)(i) of the Government Grant, the Commercial Accommodation shall include such parts of the Development as may be included in the altered delineation of the Commercial Portion as approved by the Director of Lands and shall include such parts of the Development as may be excluded from the altered delineation of the Commercial Portion as approved by the Director of Lands in writing;

"**Commercial Portion**"

means "the Commercial Portion" as referred to in Special Condition No. (42)(a)(i) of the Government Grant and includes the Commercial Accommodation (Open Space), the Commercial Car Parking Spaces, the Commercial Motor Cycle Parking Spaces, the Commercial Loading and Unloading Spaces, the Loading and Unloading Space for Hawker Bazaar, the Open Space A, the Open Space B, portion of the Pedestrian Link within the Commercial Portion, the Queuing Areas, the Signs, air ducts, air handling unit rooms, arcades, cable risers, chiller plant room, compact grey water treatment system, cooling towers, electrical room, electricity room, emergency generator room, escalators, exhaust fan rooms, external walls of the Commercial Portion, extra low voltage room, fire service and sprinkler pump room, fire service water tank, firemen's lift lobbies, flat roofs, fuel tank room, grease trap room, green plaza (South) lifts, lift shafts, lobbies, planters, potable/flushing water pump room, potable water tanks, primary air unit rooms, shops, skylight, sprinkler control valve room, sprinkler pump rooms, sprinkler water tanks, store for caretaker, stores, switch rooms, temporary refuse spaces, transformer rooms, other ancillary services, facilities, areas serving exclusively the Commercial Portion, columns, beams, floor slabs and other

structural supports of and within the Commercial Portion, and for the purposes of identification only are shown coloured Orange, Orange Hatched Black Edged Broken Red Lines, Orange Cross Hatched Black, Orange Triangular Hatched Black, Orange Stippled Black, Orange Honey Hatched Black Edged Broken Red Lines, Orange Dash Black, Orange Honey Hatched Red and Orange Cross Hatched Red on the plans nos. DMC-001 to DMC-008, DMC-030 and DMC-031 certified as to their accuracy by the Authorized Person annexed hereto, but for the avoidance of doubt excluding the Commercial Common Areas and Facilities PROVIDED THAT if the Director of Lands shall at any time approve in writing any alteration of delineation of the Commercial Portion in accordance with Special Condition No. (42)(a)(i) of the Government Grant, the Commercial Portion shall include such parts of the Development as may be included in the altered delineation of the Commercial Portion as approved by the Director of Lands and shall exclude such parts of the Development as may be excluded from the altered delineation of the Commercial Portion as approved by the Director of Lands in writing;

"**Commercial Accommodation (Open Space)**"

means the open space which for the purposes of identification only is shown coloured Orange Honey Hatched Red on plans certified as to their accuracy by the Authorized Person and annexed hereto and forms part of the Commercial Accommodation;

"**Commercial Car Parking Space**"

means a parking space provided in accordance with Special Condition No.(46)(b)(i)(II) of the Government Grant for the parking of motor vehicles belonging to the occupiers of the Commercial Accommodation and their bona fide guests, visitors or invitees as shown on the approved car park layout plan deposited under Special Condition No. (52) of the Government Grant;

"**Commercial Common Areas and Facilities**"

means the Commercial Common Areas and Facilities (Open Space) and such areas and facilities of and in the Land and the Development intended for common use and benefit of the Commercial Accommodation as a whole which for the purposes of identification only are shown coloured Grey and Grey Cross Hatched Black on the plans nos. DMC-002 to DMC-006 and DMC-030 certified as to their accuracy by the Authorized Person and annexed hereto,

but shall exclude the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Development Carpark Common Areas and Facilities and the Residential Carpark Common Areas and Facilities;

"**Commercial Common Areas and Facilities (Open Space)**"

means the open spaces and the Greenery Areas (in so far as they form part of the Commercial Common Areas and Facilities(Open Space)), which for the purposes of identification only are shown coloured Grey Cross Hatched Black on plans nos. DMC-002 to DMC-005 certified as to their accuracy by the

Authorized Person and annexed hereto and form part of the Commercial Common Areas and Facilities;

"**Commercial Motor Cycle Parking Space**"
means a parking space provided in accordance with Special Condition No.(46)(d)(i)(III) of the Government Grant for the parking of motor cycles belonging to the occupiers of the Commercial Accommodation and their bona fide guests, visitors or invitees as shown on the approved car park layout plan deposited under Special Condition No. (52) of the Government Grant;

"**Commercial Loading and Unloading Spaces**"
means the spaces provided in accordance with Special Condition No. (47)(a)(iii) of the Government Grant for the loading and unloading of goods vehicles in connection with the Commercial Accommodation, for the purposes of identification only are shown coloured Orange Cross Hatched Black on the plan no. DMC-001 certified as to their accuracy by the Authorized Person annexed hereto as shown on the approved car park layout plan deposited under Special Condition No. (52) of the Government Grant;

"**Common Areas and Facilities**"
means:-

(a) the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Commercial Common Areas and Facilities, the Development Carpark Common Areas and Facilities and the Residential Carpark Common Areas and Facilities; and

(b) such other areas and facilities of and in the Land and the Development as are now or may from time to time be designated as Common Areas and Facilities in accordance with this Deed or in any Sub-Deed;

"**Consent to Assign**"
means the certificate or letter from the Director of Lands granting consent to the First Owner to assign Undivided Shares of and in the Land together with the exclusive right to hold, use, occupy or enjoy a part or parts of the Development before the issue of the Certificate of Compliance;

"**Deed**"
means this Deed of Mutual Covenant and Management Agreement as amended or varied from time to time;

"**Development**"
means the whole of the development erected on the Land known as "Grand Central 凱滙" in accordance with the Government Grant and the Building Plans and comprising the Residential Accommodation, the Commercial Accommodation, the Government Accommodation, the Carpark and the Common Areas and Facilities;

"**Development Carpark Common Areas and Facilities**"

means those areas and facilities of the Carpark intended for the common use of the Residential Accessible Car Parking Spaces, the Residential Car Parking Spaces, the Residential Motor Cycle Parking Spaces, the Visitor Car Parking Spaces, the Residential Loading and Unloading Spaces, the Commercial Car Parking Spaces, the Commercial Motor Cycle Parking Spaces, the Commercial Loading and Unloading Spaces and the Loading and Unloading Space for Hawker Bazaar, which for the purposes of identification only are shown coloured Cyan on the plans certified as to their accuracy by the Authorized Person annexed hereto,

but shall exclude the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Commercial Common Areas and Facilities and the Residential Carpark Common Areas and Facilities;

"**Development Common Areas and Facilities**"
means:-

(a) the Greenery Areas (in so far as they form part of the Development Common Areas and Facilities), air ducts, back of house corridors, cable chamber room, cable risers, corridors, draw pit, driveways, electrical rooms, electricity meter cabinets, electricity meter rooms, emergency generator rooms, emergency vehicular access, escalators, exhaust fan room, extra low voltage room, fan rooms, fire control centre, firefighting and rescue stairways, firemen's lift lobbies, fuel tank, green plaza (North), high voltage switch room, hose reels, loading and unloading space for refuse collection vehicle, lifts, lift shafts, lobbies, low voltage switch room, make up fan room, master water meter rooms, make-up fan platform, management office, meter rooms, owners' corporation office, planters, pipe ducts, primary air unit & air handling unit room, portion of the Pedestrian Link within the Development Common Areas and Facilities, pump rooms, ramps, refuse storage and material recovery chamber, service corridor, space for cable chamber maintenance, space for drainage connection, staircases, street fire hydrant pump room, street fire hydrant water tank, stores, switch rooms, temporary refuse spaces, transformer rooms, cable accommodation and all associated facilities, vent shafts, water meter cabinets, sprinkler control valve cabinet, water tanks; and

(b) such areas and facilities of and in the Land and the Development intended for common use and benefit of the Development as a whole

which for the purposes of identification only are shown coloured Indigo, Indigo Stippled Black and Indigo Triangular Hatched Black on the plans nos. DMC-001 to DMC-008 certified as to their accuracy by the Authorized Person and annexed hereto,

PROVIDED THAT where appropriate, if (i) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance and/or (ii) any parts

specified in the Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Development Common Areas and Facilities,

but shall exclude the Residential Common Areas and Facilities, the Commercial Common Areas and Facilities, the Development Carpark Common Areas and Facilities and the Residential Carpark Common Areas and Facilities;

"**Development Rules**"
means the rules supplemental to this Deed governing the Development or any part or parts thereof from time to time in force made pursuant to the provisions of this Deed and including without limitation the Car Parking Rules, the Club Rules and the Fit-out Rules;

"**Fire Safety Management Plan**"
means the fire safety management plan and measures relating to the Residential Units with Open Kitchen required to be implemented by the Buildings Department, the Fire Services Department and any other relevant Government authority, which includes any addition or variation thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department or any other relevant Government authority;

"**Fit-out Rules**"
means the fit-out rules, regulations and procedures as the Manager may from time to time make or implement (with the approval of the Owners' Committee, if and when it is formed) for the fit-out of any part or parts of the Development;

"**Footbridge Portion**"
means the portion of a single storey covered footbridge as referred to in Special Condition No.(21)(a)(i) of the Government Grant, which for the purposes of identification only is marked "FOOTBRIDGE PORTION" on plans nos. DMC-007 and DMC-008 certified as to their accuracy by the Authorized Person and annexed hereto;

"**FSI**"
means 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 and the expression "**FSI**" shall mean FSI in its capacity as the Owner of the Government Accommodation and if the context so permits the successors and assigns of FSI as Owner of the Government Accommodation;

"**Government**"
means the Government of the Hong Kong Special Administrative Region;

"**Government Accommodation**"

means collectively "the Public Transport Interchange", "the Hawker Bazaar", "the Refuse Collection Point" and "the Open Space C" as referred to and defined in Special Condition No. (26) of the Government Grant and including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director of Lands in accordance with the Government Grant, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements together with any other areas, facilities, services and installations exclusive thereto as the Director of Lands may in his absolute discretion determine, which for the purposes of identification only are shown coloured Pink Cross Hatched Black, Pink Stippled Black, Pink Triangular Hatched Black and Pink Honey Hatched Black Edged Broken Red Lines on the plans nos. DMC-001 to DMC-007 and DMC-031 certified as to their accuracy by the Authorized Person and annexed hereto;

"**Government Grant**"

means the Agreement and Conditions of Exchange registered in the Land Registry as Conditions of Exchange No. 20238 and as the same may be modified, amended, varied or supplemented from time to time;

"**GPA**"

means the Government Property Administrator of the Government Property Agency of 31st 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 the time and from time to time take up and/or replace and/or assume and/or exercise, in whole or in part, any functions or role of the Government Property Administrator;

"**Green Area**"

means "the Green Area" as referred to in Special Condition No.(5)(a)(i)(I) of the Government Grant and shown coloured Green on the plan marked "PLAN I" annexed to the Government Grant;

"**Green Area Structures**"

means the bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands in his sole discretion may require referred to and defined as "the Green Area Structures" under Special Condition No.(5)(a)(i)(II) of the Government Grant;

"**Greenery Areas**"

means the greenery areas, vertical green, and water features of the Development (including the areas landscaped in accordance with Special Condition No.(12) of the Government Grant but excluding the landscaped areas within the Open Space A, Open Space B and the Open Space C), which

for the purposes of identification only are shown coloured Violet and indicated by Red Dotted Line on the plans nos. DMC-024 to DMC-029 certified as to their accuracy by the Authorized Person annexed hereto;

"**Hawker Bazaar**"

means the hawker bazaar referred to and defined as "the Hawker Bazaar" under Special Condition No.(26)(a)(ii) of the Government Grant, which for the purposes of identification only is shown coloured Pink Stippled Black on the plans nos. DMC-002, DMC-004, DMC-005, DMC-006 and DMC-031 certified as to their accuracy by the Authorized Person and annexed hereto;

"**Items**"

means "the Items" as referred to and defined in Special Condition No.(39)(a) of the Government Grant, namely:-

(a) 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;

(b) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development;

(c) 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 Development;

(d) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and

(e) all other common parts and facilities serving the Government Accommodation and the remainder of the Development;

"**Land**"

means all that piece or parcel of ground registered in the Land Registry as The Remaining Portion of New Kowloon Inland Lot No. 6514;

"**Loading and Unloading Space for Hawker Bazaar**"

means the space for the loading and unloading of goods vehicles in connection with the Hawker Bazaar and the Commercial Accommodation and for the purposes of identification only is shown coloured Orange Cross Hatched Red and marked "For Hawker Bazaar" on the plan no. DMC-001 certified as to its accuracy by the Authorized Person annexed hereto;

"**Maintain**"

means and includes but is not limited to inspecting, testing, repairing, upholding, supporting, rebuilding, overhauling, paving, purging, scouring, cleansing, emptying, amending, keeping, replacing, redesigning, refurbishing,

renovating, improving, decorating and painting or such of the foregoing as may be applicable in the circumstances and in the interest of good development management and "**maintenance**" shall be construed accordingly;

"**Maintenance Manual for the Works and Installations**"
means the maintenance manual for the Works and Installations as mentioned in Clause 10.10 of Section X as may from time to time be amended or revised in accordance with the provisions of this Deed;

"**Maintenance Windows**"
means the windows of the Residential Units which are fixed with removable handles and unlocked for maintenance purposes only and which are one of the Noise Mitigation Measures and which for the purposes of identification only are marked "M.W." on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

"**Management Expenses**"
means expenses, costs and charges necessarily and reasonably incurred in the management of the Development provided in this Deed which, except for the purpose of Clause 4.3 of Section IV of this Deed, shall include the Manager's Remuneration;

"**Management Shares**"
means the shares allocated or to be allocated to the Units as set out in the FIRST SCHEDULE hereto for the purpose of determining the due proportion of the Management Expenses payable by each Owner;

"**Manager**"
means the DMC Manager or any other person who for the time being is, for the purposes of this Deed, managing the Development;

"**Manager's Remuneration**"
means the remuneration of the Manager as provided herein;

"**Noise Barriers**"
means the noise barriers of the Development as referred to in Special Condition No. (25) of the Government Grant forming part of the boundary fence wall of the Development with projection extending beyond the boundary of the Land and over and above parts of Pink Hatched Blue Area, which are one of the Noise Mitigation Measures and for the purposes of identification only are shown coloured Yellow Triangular Hatched Black on the plans nos. DMC-008 and DMC-009 certified as to their accuracy by the Authorized Person and annexed hereto;

"**Noise Mitigation Measures**"
means the noise mitigation measures comprising (a) the Acoustic Balconies, (b) the Acoustic Utility Platforms, (c) the Acoustic Windows, (d) the Maintenance Windows, (e) the Acoustic Fins, (f) the Self Closing Doors, (g) the Noise Barriers and (h) other noise mitigation measures implemented or to

be implemented in the Development which form part of the Common Areas and Facilities;

"**Non-enclosed Areas**"
means:-

(a) the balconies (including the Acoustic Balconies) of Residential Units which are marked "BAL.", "ACOUSTIC BAL." or "ENHANCED ACOUSTIC BAL.", and shown Hatched Black on the floor plans of the Residential Units annexed hereto and the covered areas underneath the said balconies; and

(b) the utility platforms (including the Acoustic Utility Platforms) of the Residential Units which are marked "U.P." or "ACOUSTIC U.P.", and shown Stippled Black on the floor plans of the Residential Units annexed hereto and the covered areas underneath the said utility platforms;

"**Occupation Permit**"
means a temporary or permanent occupation permit issued by the Building Authority in relation to the Development or any part thereof;

"**Open Kitchen**"
means the open kitchen provided within a Residential Unit and such open kitchen is for the purpose of identification only shown and demarcated by a dotted line and thereon marked "OPEN KIT." on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

"**Open Space A**"
means the open space referred to and defined as "the Open Space A" under Special Condition No.(24)(a)(i) of the Government Grant which for the purposes of identification only is shown coloured Orange Honey Hatched Black Edged Broken Red Lines on plans nos. DMC-003 to DMC-005 certified as to their accuracy by the Authorized Person and annexed hereto and forms part of the Commercial Accommodation;

"**Open Space B**"
means the open space referred to and defined as "the Open Space B" under Special Condition No.(24)(a)(ii) of the Government Grant which for the purposes of identification only is shown coloured Orange Hatched Black Edged Broken Red Lines on the plan no. DMC-007 certified as to its accuracy by the Authorized Person and annexed hereto and forms part of the Commercial Accommodation;

"**Open Space C**"
means the open space referred to and defined as "the Open Space C" under Special Condition No.(26)(a)(iv) of the Government Grant which for the purposes of identification only is shown coloured Pink Honey Hatched Black Edged Broken Red Lines on the plan no. DMC-003 certified as to its accuracy

by the Authorized Person and annexed hereto and forms part of the Government Accommodation;

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

"**Owners' Committee**"
means a committee of the Owners of the Development established under the provisions of this Deed;

"**Owners' Corporation**"
means the Owners' corporation of the Land and the Development incorporated and registered under the Building Management Ordinance;

"**Pedestrian Link**"
means the segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators and lifts for disabled persons) referred to and defined as "the Pedestrian Link" under Special Condition No.(19)(a) of the Government Grant, for the purposes of identification only are shown coloured Indigo Triangular Hatched Black and Orange Triangular Hatched Black on the plans nos. DMC-002 to DMC-007 certified as to their accuracy by the Authorized Person and annexed hereto;

"**Pink Hatched Blue Area**"
means "the Pink Hatched Blue Area" as referred to in Special Condition No.(23)(a) of the Government Grant and shown coloured Pink Hatched Blue on the plan annexed to the Government Grant;

"**Pink Hatched Blue Area Structures**"
means collectively:-

(a) the culverts, sewers, drains, pavements or such other structures as the Director of Lands in his sole discretion may require referred to and defined as "the Pink Hatched Blue Area Structures" under Special Condition No.(23)(b)(i)(II) of the Government Grant; and

(b) any structure or structures that has or have been erected or constructed with the prior written consent of the Director of Lands under Special Condition No.(23)(a) of the Government Grant and defined as the "Approved Structures" under Special Condition No.(23)(l) of the Government Grant;

"**Public Transport Interchange**"
means the public transport interchange referred to and defined as "the Public Transport Interchange" under Special Condition No.(26)(a)(i) of the Government Grant comprising a public light bus terminus, a green minibus terminus and a franchised bus terminus which for the purposes of

identification only is shown coloured Pink Cross Hatched Black on the plans nos. DMC-003 to DMC-007 certified as to their accuracy by the Authorized Person and annexed hereto;

"**Queuing Areas**"

means the portions of the Commercial Portion on 1st Floor of the Development for the temporary use by the passengers of public transportation which for the purposes of identification only are shown coloured Orange Dash Black on the plan no. DMC-005 certified as to its accuracy by the Authorized Person and annexed hereto, which portions may be designated or re-designated by the Owner of the Commercial Portion from time to time;

"**RCHD**"

means residential care home for PWDs as defined in the Residential Care Homes (Persons with Disabilities) Ordinance, (Cap. 613 of the laws of Hong Kong), any regulations made thereunder and any amending or replacing legislation;

"**RCHE**"

means residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459 of the laws of Hong Kong), any regulations made thereunder and any amending or replacing legislation;

"**Recreational Facilities**"

means the recreational facilities and facilities ancillary thereto (including the Club House) constructed or to be constructed in accordance with Special Condition No.(15) of the Government Grant for the common use and benefit of all the residents of the Residential Accommodation and their bona fide visitors, which are shown coloured Yellow Hatched Black on the plans nos. DMC-007 and DMC-008 certified as to their accuracy by the Authorized Person and annexed hereto;

"**Refuse Collection Point**"

means the refuse collection point referred to and defined as "the Refuse Collection Point" under Special Condition No.(26)(a)(iii) of the Government Grant which for the purposes of identification only is shown coloured Pink Triangular Hatched Black on the plans nos. DMC-001, DMC-002, DMC-003, DMC-004, DMC-005 and DMC-031 certified as to their accuracy by the Authorized Person and annexed hereto;

"**Residential Accessible Car Parking Space**"

means any one of the two Accessible Car Parking Spaces that form part of the Residential Common Areas and Facilities but that are not Visitor Car Parking Spaces;

"**Residential Accommodation**"

means those parts of the Development constructed or to be constructed on the Land intended for residential use in accordance with the Building Plans

comprising the Residential Common Areas and Facilities and the residential towers above 5/F;

"**Residential Carpark Common Areas and Facilities**"

means those areas and facilities of the Carpark intended for the common use of the Residential Accessible Car Parking Spaces, the Residential Car Parking Spaces, the Residential Motor Cycle Parking Spaces and the Visitor Car Parking Spaces which for the purposes of identification only are shown coloured Light Green on the plans certified as to their accuracy by the Authorized Person and annexed hereto,

but shall exclude the Development Common Areas and Facilities, the Commercial Common Areas and Facilities, the Residential Common Areas and Facilities and the Development Carpark Common Areas and Facilities;

"**Residential Car Parking Spaces**"

means any parking space in the Carpark provided in accordance with Special Condition No.(46)(a)(i) of the Government Grant for the parking of motor vehicles belonging to the residents of the Residential Accommodation and their bona fide guests visitors or invitees as shown on the approved car park layout plan deposited under Special Condition No. (52) of the Government Grant;

"**Residential Common Areas and Facilities**"

means:-

(a) the Acoustic Fins, the Greenery Areas (in so far as they form part of the Residential Common Areas and Facilities), the Noise Barriers, the Residential Accessible Car Parking Spaces, the Recreational Facilities, the Residential Loading and Unloading Spaces, the Visitor Car Parking Spaces, A/C platforms, acoustic fins, acoustic panels, canopies, caretaker's counters, common flat roofs, common upper roofs, covered landscaped area, counters for management staff, covers for balcony, covers for pipe well, covers for utility platform, drencher tanks, drencher booster pump rooms, drencher transfer pump rooms, drencher transfer and fire service booster pump room, driveway, electrical meter rooms, electricity ducts, emergency generator rooms, external walls of the Residential Accommodation (including the curtain wall system (other than the openable windows on the curtain wall system forming part of the Residential Units) and the non-structural prefabricated external wall) extra low voltage rooms, fire service water tanks, flat roofs (not forming part of any Unit), firemen's lift lobbies, flush water tanks, guard rooms, lifts, lift lobbies, lift pits, lift shafts, lift machine rooms, pipe ducts, pipe wells, planters, potable/flushing water pump rooms, potable/flushing water tank and pump rooms, potable water pump rooms, potable water tanks, pump rooms, rainwater storage tank, refuge floor, residential shuttle lift lobbies, space for antennas and satellite dish, sprinkler and drencher control valve rooms, sprinkler water tanks, staircases, stores, switch rooms, telecommunications and

broadcasting equipment rooms including those areas for the installation or use of aerial broadcast distribution or telecommunication network facilities, temporary refuge spaces, transformer rooms, upper roofs, water features, water meter cabinets, water meter rooms, water tanks; and

(b) such areas and facilities of and in the Land and the Development intended for the common use and benefit of the Residential Accommodation as a whole

which for the purposes of identification only are shown coloured Yellow, Yellow Hatched Black, Yellow Stippled Black, Yellow Cross Hatched Black, Yellow Triangular Hatched Black and Red on the plans nos. DMC-001 to DMC-023, DMC-030 and DMC-031 certified as to their accuracy by the Authorized Person and annexed hereto,

but shall exclude the Development Common Areas and Facilities, the Commercial Common Areas and Facilities, the Development Carpark Common Areas and Facilities and the Residential Carpark Common Areas and Facilities;

"**Residential Loading and Unloading Spaces**"
means the spaces provided in accordance with Special Condition No. (47)(a)(i) of the Government Grant for the loading and unloading of goods vehicles in connection with the Residential Accommodation, which for the purposes of identification only are shown coloured Yellow Cross Hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto as shown on the approved car park layout plan deposited under Special Condition No. (52) of the Government Grant;

"**Residential Motor Cycle Parking Spaces**"
means any parking space in the Carpark provided in accordance with Special Condition No.(46)(d)(i)(I) of the Government Grant for the parking of motor cycles belonging to the residents of the Residential Accommodation and their bona fide guests, visitors or invitees as shown on the approved car park layout plan deposited under Special Condition No. (52) of the Government Grant;

"**Residential Unit**"
means a self-contained unit (including windows (if any), balcony (including Acoustic Balcony) (if any), utility platform (including Acoustic Utility Platform) (if any), flat roof (if any) and roof appurtenant thereto (if any)) in the Residential Accommodation intended to be used for private residential occupation in accordance with the Building Plans as set out in the FIRST SCHEDULE hereto, and "**Residential Units**" shall be construed accordingly;

"**Schedule of Works and Installations**"
means the FOURTH SCHEDULE hereto;

"**Self Closing Doors**"

means the doors of the Residential Units which are equipped with self closing devices and which are one of the Noise Mitigation Measures and which for the purposes of identification only are marked "SELF CLOSING DOOR" on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

"**Signs**"

means the flags, poles, banners, sunshades, sculptures, signs, signboards and advertisements erected, affixed or painted, or to be erected, affixed or painted, on or to the exterior of, the external walls or boundary fence wall forming part of the Commercial Accommodation in accordance with this Deed, and "**Sign**" shall be construed accordingly;

"**Slope Maintenance Manual**"

means the maintenance manual for the Slope 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);

"**Slope Structures**"

means all slopes, slope treatment works, earth retaining structures, retaining walls and other related structures within or outside the Land and the Development as required by the Government Grant or this Deed to be maintained by the Owners;

"**Special Fund**"

means the Special Fund maintained by the Manager pursuant to Clause 4.12 hereof;

"**Sub-Deed**"

means any sub-deed of mutual covenant to be entered into in respect of any part of the Land and the Development and "**Sub-Deeds**" shall be construed accordingly;

"**Undivided Shares**"

means those equal undivided parts or shares of and in the Land and the Development allocated in accordance with the FIRST SCHEDULE hereto or in accordance with any Sub-Deed;

"**Unit**"

means any of a Residential Unit, a Residential Car Parking Spaces, a Residential Motor Cycle Parking Spaces, the Commercial Accommodation, the Government Accommodation (and where applicable, each of the Public Transport Interchange, the Hawker Bazaar, the Refuse Collection Point and the Open Space C) and any part of the Development to which Undivided Shares have been or will be allocated under this Deed or any Sub-Deed save and except the Common Areas and Facilities and shall have the same definition as "flat" under the Building Management Ordinance;

"**Visitor Car Parking Spaces**"

means any parking space in the Carpark provided in accordance with Special Condition No. (46)(a)(iii) of the Government Grant (including some of the Accessible Car Parking Spaces) for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of the residents of the Residential Accommodation, which for the purposes of identification only are shown coloured Red on the plan no. DMC-001 certified as to its accuracy by the Authorized Person and annexed hereto;

"**window**"

in relation to any Residential Unit, means:-

(a) any louvres and openable window of a Residential Unit; and

(b) any openable window of the curtain wall system of the Residential Accommodation; and

(c) (if the window is subject to the Noise Mitigation Measures) any Acoustic Window and any Maintenance Window,

together with all the glass of windows, window frames thereof (if any), sealant, hinges and all related fixing and ironmongery, and "**windows**" shall be construed accordingly;

"**Works and Installations**"

means all major works and installations in the Land and the Development (whether forming part of the Common Areas and Facilities or not) requiring regular maintenance on a recurrent basis as listed out in the Schedule of Works and Installations.

1.2 In this Deed, words importing the singular number shall include the plural number and vice versa, and words importing the masculine, feminine or neuter gender shall include the others of them and words importing persons shall include corporations and vice versa.

1.3 Clause headings are inserted for convenience only and for reference, and in no way define, limit, or describe the scope of this Deed or the intent of any provisions thereof.

SECTION II

2. Rights and Obligations of Owners

2.1 The First Owner shall at all times hereafter, subject to and with the benefit of the Government Grant, have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Assignee the whole of the Land and the Development together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the First Assignee's Unit assigned to the First Assignee as aforesaid and SUBJECT TO the rights and privileges granted to the First Assignee by the aforesaid Assignment and SUBJECT TO the provisions of this Deed.

2.2 The First Assignee shall at all times hereafter subject to and with the benefit of the Government Grant and these presents have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the First Assignee's Unit assigned to the First Assignee by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.

2.3 Each Undivided Share and the full and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the rights and privileges provided in the SECOND SCHEDULE hereto.

2.4 The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the THIRD SCHEDULE hereto and such Owner shall comply with the Development Rules from time to time in force so far as the same are binding on such Owner.

2.5 Subject to the Government Grant, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Shares 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, lease, license or otherwise dispose of or deal with his Undivided Shares together with the exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Development which may be held therewith

PROVIDED THAT:-

(a) Any such sale, assignment, mortgage, lease or licence shall be made expressly subject to and with the benefit of this Deed.

(b) The Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:-

(i) assigned except

(I) together with Undivided Shares giving the right of exclusive use and possession of a Residential Unit; or

(II) to a person who is already the Owner of Undivided Shares in the Land and the Development with the right of exclusive use and possession of a Residential Unit; or

(ii) underlet except to residents of the Residential Units

AND in any event not more than three (3) in number of the total of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the Owner or underlet to the resident of any one Residential Unit.

(c) Proviso (b) does not apply to any Accessible Car Parking Space.

(d) Prior to entering into any Sub-Deed of the Commercial Accommodation pursuant to Clause 2.8(i) below, the Commercial Accommodation and the Undivided Shares allocated thereto shall not be sold, assigned, mortgaged, charged, part with possession of or otherwise disposed of or dealt with except the Commercial Accommodation and the Undivided Shares allocated thereto as a whole PROVIDED THAT this proviso shall not extend to leases, tenancies or licences the terms of which shall not exceed ten (10) years.

2.6 (a) The right to the exclusive use, occupation and enjoyment of any part of the Land or the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED THAT the provisions of this Clause shall not extend to leases, tenancies or licences the terms of which shall not exceed ten (10) years.

(b) The right to the exclusive use, occupation and enjoyment of balcony, utility platform, flat roof or roof appertaining to a Residential Unit shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from a Residential Unit with which such balcony, utility platform, flat roof or roof is held.

2.7 (a) Every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Development Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit.

(b) Every Owner of a Residential Unit, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Residential Unit.

(c) Every Owner of a Residential Unit, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager

and others having like rights) to go pass and repass over and along and to use the Development Carpark Common Areas and Facilities and the Residential Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Residential Accessible Car Parking Spaces, the Visitor Car Parking Spaces and the Residential Loading and Unloading Spaces.

(d) Every Owner of a Residential Car Parking Space or a Residential Motor Cycle Parking Space, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Development Carpark Common Areas and Facilities and the Residential Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Residential Car Parking Space or Residential Motor Cycle Parking Space.

(e) The Owner of the Commercial Accommodation, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Commercial Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Commercial Accommodation.

(f) The Owner of the Commercial Accommodation, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Development Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Commercial Car Parking Spaces, the Commercial Motor Cycle Parking Spaces, the Commercial Loading and Unloading Spaces and the Loading and Unloading Space for Hawker Bazaar.

(g) Every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the owners' corporation office on 5/F that forms part of the Development Common Areas and Facilities.

(h) The Owner of the Hawker Bazaar, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Development Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Loading and Unloading Space for Hawker Bazaar.

(i) In each of the above cases the right and liberty shall be subject to the provisions of this Deed, the rights of the Manager and the Development Rules.

2.8 Additional Rights and Obligations of the Owner of the Commercial Accommodation and the Owner of the Commercial Portion

(a) The Owner of the Commercial Accommodation shall have the exclusive right to erect or affix or paint on or to the exterior of, the external walls or boundary fence wall forming part of the Commercial Accommodation owned by such Owner the Signs subject to the following conditions:-

(i) No Sign shall extend beyond the boundaries of the parts of the Commercial Accommodation owned by the Owner.

(ii) In addition, all other necessary consents and permissions from the relevant Government authorities shall first be obtained before commencement of the erection, fixing or installation works of the Signs (collectively called "**Signage Installation Works**") and all relevant laws, regulations and rules in force in Hong Kong shall be complied with.

(iii) The Signs and the Signage Installation Works shall not :-

(1) cause any damage to the Development or cause the maximum loading weight of the relevant part of the external walls or boundary fence walls of the Development to be exceeded;

(2) cause any material nuisance to the other Owners and occupiers of the Development;

(3) interfere with the use and enjoyment by the other Owners and occupiers of their Units; or

(4) impede other Owners' access to or from their Units.

(iv) The Owner shall insure and keep insured the Signs and the Signage Installation Works owned by him against third party risks or liability in such sum as the Manager shall require and the Owner shall indemnify and keep indemnified the Manager and all other Owners and occupiers of the Development against all losses damages liabilities claims expenses and costs in respect of the Signage Installation Works and the Signs and any damage caused to any person or property in connection therewith.

PROVIDED THAT the Owner who exercises such right under this sub-clause (a) shall at his own cost and expense keep and maintain in good repair and condition the Signs and the exterior of the external walls or boundary fence walls on or to which the Signs are erected, affixed or painted.

(b) The Owner of the Commercial Accommodation shall have right to change the name of the Commercial Accommodation owned by such Owner at any time

and to execute any documents in their names in connection therewith without the necessity of joining in any other Owner.

(c) The Owner of the Commercial Portion shall :-

(i) at his own costs and expenses provide central air-conditioning service free of charge to the Hawker Bazaar to the satisfaction of the Owner of the Hawker Bazaar during the normal and reasonable business hours of the Hawker Bazaar as may be advised in writing by the Owner of the Hawker Bazaar from time to time; and

(ii) ensure that sufficient fresh air with adequate exhausts are well provided without interruption at all times during the said business hours of Hawker Bazaar;

(iii) on demand provide the Owner of the Hawker Bazaar free of costs with 5 sets of the as-built or as-modified (as applicable) drawings of the central air-conditioning system supplying the central air-conditioning service to the Hawker Bazaar (collectively the "**HB Central A/C System**");

(iv) maintain and repair the HB Central A/C System at his own costs and expenses and in all respects to the satisfaction of the Owner of the Hawker Bazaar. In the event that the Owner of the Commercial Portion fails to do so, the Owner of the Hawker Bazaar shall have the right at all reasonable times with or without engineers, surveyors, contractors, workmen and others and with or without plant, equipment, material and machinery to carry out and complete the repair or maintenance works (including but not limited to inspection, checking, installation, repair, maintenance and replacement) of the HB Central A/C System and the Owner of the Commercial Portion shall be responsible and shall pay and/or reimburse the Owner of the Hawker Bazaar for all reasonable actual costs and expenses incurred or to be incurred by the Owner of the Hawker Bazaar from time to time to make good such failure to maintain or repair;

(v) at his own expense maintain an insurance policy with the interest of the Owner of the Hawker Bazaar noted on the insurance policy against all losses or damages or destruction of the HB Central A/C System by fire, earthquake, force majeure, act of God or any other calamity to the full replacement value or reinstatement cost from time to time including architects', surveyors', engineers', and any other professional fees, including demolition charges (if any) with full provision for estimated inflation; and claims arising out of the liability referred to in paragraph (vi) below;

(vi) be responsible for all expense, liability, loss, claim, demand, actions or proceedings against the Owner of the Hawker Bazaar, his officers and

workmen whatsoever arising out of or in connection with the following:-

(A) personal injury to or the death of any person whomsoever arising out of or in the course of or caused by anything done or omitted to be done by the Owner of the Commercial Portion, his servants, workmen and contractors in connection with the Reinstatement Works (as defined in proviso (7) below) or the daily operation or the maintenance of the HB Central A/C system; and

(B) any injury or damage whatsoever to any property in so far as such injury or damage arises out of the course of or by reason of anything done or omitted to be done by the Owner of the Commercial Portion, his servants, workmen and contractors in connection with the Reinstatement Works or the daily operation or the maintenance of the HB A/C Central System,

PROVIDED THAT:-

(1) subject to proviso (2) below, the Owner of the Commercial Portion may on giving reasonable prior notice in writing to the Owner of the Hawker Bazaar (such notice not to be required in case of emergency or breakdown) suspend the central air-conditioning service for the purpose of servicing, maintaining, repairing, renewing, improving or replacing the HB Central A/C System and any of them;

(2) when typhoon signal No. 8 is hoisted and the Owner of the Commercial Portion suspends the central air-conditioning service to the portion of the Commercial Portion right above the Hawker Bazaar for safety purposes, the Owner of the Commercial Portion may also at his sole discretion suspend the central air-conditioning service to the Hawker Bazaar for safety purposes;

(3) the Owner of the Commercial Portion shall not be liable to pay compensation to the Owner of the Hawker Bazaar in respect of any period during which the proper operation of the HB Central A/C System shall be interrupted as a result of the suspension pursuant to provisos (1) and (2) above, however, the Owner of the Commercial Portion shall ensure that sufficient fresh air with adequate exhausts are well provided without interruption at all times during the said business hours of the Hawker Bazaar;

(4) the Owner of the Commercial Portion (including his servant and agents) shall not in any circumstances be liable to the Owner of the Hawker Bazaar in respect of any loss of profit or of business caused to or suffered or sustained by the Owner of the Hawker Bazaar or any other person caused by or through or in any way owing to or arising out of or connected with any defect in or suspension of the central air-

conditioning service or breakdown of the HB Central A/C System not caused by fault or negligence on the part of the Owner of the Commercial Portion PROVIDED THAT the Owner of the Commercial Portion ensures that sufficient fresh air with adequate exhausts are well provided without interruption at all times during the said business hours of the Hawker Bazaar;

(5) the Owner of the Commercial Portion shall have the right with or without workmen plant equipment and materials upon prior approval from the Owner of the Hawker Bazaar (except in the case of emergency) to enter upon the Hawker Bazaar for the purpose of carrying out any works (including but not limited to installation, repair, maintenance, replacement, improvement, regular inspection and checking) relating to the HB Central A/C System and shall be liable for all costs and expenses incurred for any damage caused to the Hawker Bazaar;

(6) FSI, Food and Environmental Hygiene Department and the Owner of the Hawker Bazaar shall not be responsible and liable for any compensation of damages caused by the HB Central A/C System and/or its related appliance and equipment;

(7) The Owner of the Hawker Bazaar shall have the right to demand at any time the Owner of the Commercial Portion to construct, provide, convert, restore and reinstate the HB Central A/C System to the state and condition as stipulated in the original Technical Schedule annexed to the Government Grant (the "**Reinstatement Works**") and the Owner of the Commercial Portion shall at his own costs and expenses carry out and complete the Reinstatement Works to the satisfaction of the Owner of the Hawker Bazaar within such reasonable period as may be specified by the Owner of the Hawker Bazaar or such longer period as may be approved by the Owner of the Hawker Bazaar. Upon such demand, the obligations of the Owner of the Commercial Portion for provision of central air-conditioning services under Clause 2.8(c) to the Hawker Bazaar shall cease and be determined immediately; and

(8) If the Hawker Bazaar is no longer owned by FSI,

(1) the Owner of the Commercial Portion may continue (but shall be no longer under any obligation under this Clause 2.8(c)) to provide any central air-conditioning service to the Hawker Bazaar on such terms (including payments of all setup costs, costs, expenses, capital expenditure and administrative charges, etc. by the Hawker Bazaar to the Owner of the Commercial Portion) as may be agreed between the Owner of the Commercial Portion and the Owner of the Hawker Bazaar; and

(2) if the Owner of the Commercial Portion elects to terminate the provision of the central air-conditioning service to the Hawker

Bazaar, the Owner of the Commercial Portion shall allow the Owner of the Hawker Bazaar to install and thereafter repair, maintain, replace and remove his own central air-conditioning system at the same places and areas where the existing HB Central A/C System is installed free of charge subject to the compliance by the Owner of the Hawker Bazaar of the reasonable requirements and directions imposed by the Owner of the Commercial Portion from time to time.

(d) (i) The Owner of the Commercial Portion shall allow adequate use of the Loading and Unloading Space for Hawker Bazaar by the occupiers of the Hawker Bazaar free of charge for the loading and unloading of goods vehicles in connection with the Hawker Bazaar PROVIDED THAT the Owner of the Hawker Bazaar shall have the right to specify or decide whether the provision of use of the Loading and Unloading Space for Hawker Bazaar is adequate;

(ii) From time to time in the event that the Owner of the Hawker Bazaar in his reasonable opinion considers that the Loading and Unloading Space for Hawker Bazaar is insufficient to meet the need of the occupiers of the Hawker Bazaar on loading and unloading of goods vehicles, the Owner of the Commercial Portion shall provide reasonable facilities to the Owner of the Hawker Bazaar for loading and unloading of goods vehicles; and

(iii) The Owner of the Commercial Portion shall allow the use of the such necessary parts of the Commercial Portion by the occupiers of the Hawker Bazaar free of charge for delivery of goods between (1) the Hawker Bazaar and (2) the Loading and Unloading Space for Hawker Bazaar along routes as indicated by Black Dotted Lines on the plans nos. DMC-001 and DMC-002 certified as to their accuracy by the Authorized Person annexed hereto,

PROVIDED THAT in using the Loading and Unloading Space for Hawker Bazaar and the Commercial Portion the occupiers of the Hawker Bazaar shall observe and comply with the reasonable directions and regulations of the Owner of the Commercial Portion and the Car Parking Rules.

(e) The Commercial Portion shall not be assigned unless paragraphs (i) and (ii) below are complied with :-

(i) the Owner of the Commercial Portion shall give not less than one month’s prior written notice to the Owner of the Hawker Bazaar before entering into any Assignment of the Commercial Portion disposing of the Commercial Portion;

(ii) the Assignment of the Commercial Portion shall include a covenant in substantially the following terms:-

"The Purchaser hereby covenants with the Vendor and with the person who is for the time being the owner of the Hawker Bazaar (as defined in the Deed of Mutual Covenant and Management Agreement dated the [ ] day of [ ] and registered in the Land Registry by Memorial No. [ ] (the "**Deed of Mutual Covenant and Management Agreement**") (the "**Owner of the Hawker Bazaar**") to the intent that this covenant shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under and from the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the "**Covenanting Purchaser**") and shall enure for the benefit of the Hawker Bazaar and shall be enforceable by the Vendor and the Owner of the Hawker Bazaar and their respective successors and assigns that :-

(a) the Covenanting Purchaser shall perform, observe and comply with Clauses 2.8(c) and (d) of the Deed of Mutual Covenant and Management Agreement;

(b) the Covenanting Purchaser covenants with the Owner of the Hawker Bazaar in terms of and subject to Clauses 2.8(c) and (d) of the Deed of Mutual Covenant and Management Agreement;

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

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

The Owner of the Commercial Portion shall notify the Owner of the Hawker Bazaar of the change of ownership of the Commercial Portion within one month after the date of the Assignment of the Commercial Portion;

(f) The Owner of the Commercial Accommodation shall be responsible for the maintenance and management of the Footbridge Portion in accordance with Special Condition No.(21)(g) of the Government Grant and shall be responsible for the payment of the management and maintenance charges in respect of facilities or services which actually serve the Footbridge Portion.

(g) (i) The Owner of the Commercial Portion shall permit the passengers of public transportation that enters the Public Transport Interchange (the "**public transportation**") to temporarily use the Queuing Areas free of charge for the purposes of waiting and queuing for boarding the public transportation during the operation hours of the Public Transport Interchange on 1st Floor of the Development.

(ii) Subject to the approval of the Owner of the Commercial Portion and on such reasonable conditions as he may think fit (including the provision of indemnity from the operators of the public transportation), the operators of the public transportation shall be permitted to install, post, affix and/or display necessary signage, posts and electronic display board for display of passengers' information relating to the public transportation at the Queuing Areas PROVIDED THAT the installation, posting, affixation and/or display of such necessary signage, posts and electronic display board for display of passengers' information relating to the public transportation at the Queuing Areas shall be to the satisfaction of the Commissioner of Transport.

(iii) The Owner of the Commercial Portion shall at his own costs and expenses manage, repair and maintain the Queuing Areas.

(iv) The Owner of the Commercial Portion shall have the sole and exclusive right and power to designate or re-designate the Queuing Areas (including its size, location and/or demarcation) as he deems fit

PROVIDED THAT :-

(1) the exercise of this right shall not interfere with other Owners' rights to hold, use, occupy and enjoy their Units nor impede access to their Units;

(2) the exercise of this right shall be subject to the provisions of the Government Grant;

(3) the exercise of this right shall be subject to the approval of the Commissioner of Transport; and

(4) the Owner of the Commercial Portion shall give a reasonable prior notice to the Owner of the Public Transport Interchange and the operators of the public transportation for any designation or re-designation of the Queuing Areas.

(h) (i) The Owner of the Commercial Portion shall at his own costs and expenses operate, manage, repair and maintain the doors including the associated sensors and control system (which doors including the associated sensors and control system are owned by the Owner of the Commercial Portion and installed at the Public Transport Interchange

and/or the Commercial Portion and parts of which are located within the extent of the Public Transport Interchange) connecting the Commercial Portion to the Public Transport Interchange to the satisfaction of the Owner of the Public Transport Interchange.

(ii) The Owner of the Commercial Portion shall have the right with or without workmen plant equipment and materials upon prior approval from the Owner of the Public Transport Interchange (except in the case of emergency) to enter upon the Public Transport Interchange for the purpose of carrying out any works (including but not limited to installation, repair, maintenance, replacement, improvement, regular inspection and checking) relating to the doors mentioned in Clause 2.8(h)(i) and shall be liable for all costs and expenses incurred for any damage caused to the Public Transport Interchange;

(i) The Owner of the Commercial Accommodation shall have the right to enter into one or more Sub-Deed in respect of any part or parts of the Commercial Accommodation still owned by him when exercising this right PROVIDED THAT such Sub-Deed shall not conflict with the provisions of this Deed nor affect the rights, interests or obligations of the other Owners bound by any other previous Sub-Deed and shall be subject to the approval of the Director of Lands and the Owner of the Hawker Bazaar.

2.9 Additional Rights and Obligations of FSI

(a) FSI shall be responsible for the maintenance and management of the Government Accommodation (excluding the Items) but not the remainder of the Development.

(b) Notwithstanding (a) above, upon the request of the Owner of the Government Accommodation, the Manager will undertake the maintenance of services, facilities and installations serving exclusively the Government Accommodation and will be reimbursed with 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 has approved in writing the estimated costs and the maintenance work to be carried out by the Manager.

(c) FSI shall have the right to alter or vary at any time the use of the Government Accommodation without having to obtain the approval or consent of the First Owner, the other Owners or the Manager.

(d) FSI shall not be liable to contribute any Management Expenses in respect of the remainder of the Development and in particular shall not be liable for payment of any management and maintenance charges in respect of the Common Areas and Facilities and the Items.

(e) FSI shall not be liable for any payment of Special Fund, management deposits, capital equipment fund, debris removal fee, insurance premium, interest and penalty charges on late or default in payment of management and maintenance charges or payment of a like nature.

(f) As may be requested in writing by GPA, the Manager shall provide FSI free of charge with quarterly accounts, audited reports and budgets to justify the expenses incurred/estimated.

(g) The said accounts, reports, budgets, notices and demands shall be sent free of charge to FSI by prepaid post or delivered by hand to GPA, Government Property Agency, 31/F, Revenue Tower, 5 Gloucester Road, Wanchai, Hong Kong or such other person and address nominated by FSI in writing.

(h) Any consent that the Owner of the Government Accommodation may be required to obtain from the Manager shall not be unreasonably withheld and shall be provided free of charge.

(i) No Owner (including the First Owner) shall represent FSI in any dealing with the Government directly affecting the Government Accommodation.

2.10 Assignment of Common Areas and Facilities

Upon execution of this Deed, the First Owner shall assign to the Manager as trustee for all Owners free of costs or consideration the Undivided Shares allocated to the Common Areas and Facilities together with the Common Areas and Facilities subject to and with the benefit of the Government Grant and this Deed. In the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance with these presents, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration such Undivided Shares to the new manager upon the same trust PROVIDED THAT if an Owners' Corporation is formed it may require the Manager for the time being or its liquidator or receiver (as the case may be) to assign such Undivided Shares and transfer the management responsibility to it free of costs or consideration and in which event the Manager shall assign free of costs the Undivided Shares allocated to the Common Areas and Facilities and transfer free of costs the management responsibility to the Owners' Corporation which shall hold such Undivided Shares on trust for the benefit of all the Owners.

SECTION III

3. Additional Rights of the First Owner

3.1 The First Owner shall for as long as it remains the beneficial owner of any Undivided Share have the sole and absolute right in its absolute and 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:-

(a) The right to change, amend, vary, add to or alter the Building Plans existing at the date hereof relating to the part or parts of the Land and the Development owned by the First Owner 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

PROVIDED THAT:-

(i) any such change, amendment, variation, addition or alteration shall not directly affect the Government Accommodation and shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict the access to and from any such part of the Development;

(ii) the exercise of this right shall not impede or restrict access to or from the Government Accommodation; and

(iii) the exercise of this right shall require approval of the Owner of the Government Accommodation if it directly affects the Government Accommodation. GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected.

(b) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to apply to negotiate and agree with the Government to amend, vary or modify the Government Grant (including the plan(s) annexed thereto) in such manner as the First Owner may deem fit and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner

PROVIDED THAT:-

(i) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit;

(ii) any exercise of this right affecting the Common Areas and Facilities shall require the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed);

(iii) if any exercise of this right should affect the Common Areas and Facilities or any Unit(s), then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall accrue to all Owners or the relevant Owner(s) concerned (as the case may be); and

(iv) the exercise of this right shall require prior written approval of the Owner of the Government Accommodation if in the opinion of GPA it directly affects the Government Accommodation. GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected;

(v) the exercise of this right shall not be prejudicial to the rights of the Owner of the Government Accommodation in the use and enjoyment of and access to the Government Accommodation; and

(vi) the exercise of this right must not result in the Owner of the Government Accommodation being liable for any premium payable for any variation save that the Owner of the Government Accommodation may agree to pay that portion of the premium payable for the variation to the extent that the variation, in the opinion of GPA, directly benefits the Government Accommodation but not otherwise.

(c) The right to enter into and upon all parts of the Land and the Development (save and except the Government Accommodation or those parts of the Land and the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) with all necessary equipment, plant and materials for the purposes of constructing or completing the other parts of the Development and may, for such purpose, carry out all such works in, under, on or over the Land and the Development (save and except those parts as aforesaid) as it may from time to time see fit. The right of the First Owner to enter the Land and the Development (save and except those parts as aforesaid) to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorised by the First Owner. The First Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Land and the Development (save and except those parts as aforesaid) that the Owners, their servants, agents or licensees may or may not use while such works are being carried out. The exercise of any of the rights under this sub-clause (c) shall be subject to the conditions that the First Owner shall cause as little disturbance as is reasonably possible to the Owners and shall not affect the use occupation and enjoyment of or prevent the access to or egress from any Unit of the Owners when carrying out such works and shall at its own costs and expense make good any damage or loss that may be caused by or arise from such construction works.

(d) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to affix, maintain, alter, renew and remove any one or more signs, masts, aerials, antennae, satellite dish,

cables, telecommunication system, lightning conductors, lighting, chimneys, flues, pipes or any other structures, facilities and other fixtures of whatsoever kind on or within any part or parts of the Common Areas and Facilities and such other areas of the Development (excluding the Government Accommodation) the exclusive right to hold, use, occupy and enjoy which has not been assigned

PROVIDED THAT:-

(i) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit

(ii) they shall not interfere with the use and enjoyment by other Owners and occupiers of the Units owned or occupied by them; and

(ii) such sign, mast, aerial, antennae, satellite dish, cables, telecommunication system, lightning conductor, lighting, chimneys, flues, pipes or any other structures, facilities or other fixtures shall be for the common use and enjoyment of all the Owners entitled to use such Common Areas and Facilities and any consideration received therefor shall be credited to the Special Fund for the benefit of all the Owners

AND the right to enter into and upon any part of the Development (save and except the Government Accommodation or those parts of the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) with or without workmen and equipment at all reasonable times on giving prior written notice (save in case of emergency) for any or all of the purposes aforesaid.

Any payment received for the approval must be credited to the Special Fund.

(e) The right to change the name of the Development (excluding the Commercial Accommodation and the Government Accommodation) at any time and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner upon giving six (6) months' prior written notice to the Owners.

(f) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to dedicate to the public any part or parts of the Land and the Development (excluding the Government Accommodation) owned by the First Owner for the purposes of passage with or without vehicles or in such manner as the First Owner shall in its absolute discretion deem fit

PROVIDED THAT in making such dedication the First Owner shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict an Owner's right of access to and from his Unit.

(g) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to adjust or re-align the boundary of the Land and to negotiate and agree with the Government in connection therewith and for that purpose to effect any surrender, extension or regrant

PROVIDED THAT:-

(i) such adjustment or re-alignment shall not affect an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict an Owner's right of access to and from his Unit;

(ii) any money received as a result of exercise of this right shall be credited to the Special Fund; and

(iii) if the First Owner is to effect any surrender of any part of the Land as a result of the adjustment or re-alignment of the boundary of the Land, the surrender shall be restricted to the part of the Land which has not been sold or assigned by the First Owner only.

(h) The right to enter into a Sub-Deed in respect of any part or parts of the Development still owned by the First Owner PROVIDED THAT such Sub-Deed shall not conflict with the provisions of this Deed nor affect the rights, interests or obligations of the other Owners bound by any other previous Sub-Deed and shall be subject to the approval of the Director of Lands.

(i) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas 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 of the Government Grant or licence for the benefit of the Land and the Development on such terms and conditions and from such persons as the First Owner shall deem fit and all expenses shall be paid out of the management funds.

(j) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed and subject to the Government Grant, 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, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas 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 Facilities or to grant any similar rights by licence for the benefit of

any adjoining or neighbouring lands on such terms and conditions and to such persons as the First Owner shall deem appropriate

PROVIDED THAT the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit and any consideration received therefor shall be credited to the Special Fund for the benefit of all the Owners.

(k) Without prejudice to the generality of Clause 3.1(i) and Clause 3.1(j) above and subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed and subject to the Government Grant, the right, with or without joining any other Owner, to enter into any deed or deeds of grant of easement with the owners and/or occupiers of the adjacent land at any time or times and on such terms and subject to such conditions as the First Owner may deem appropriate, and to enter into any deed or deeds, at any time or times, to vary, amend or otherwise alter the terms, conditions or covenants of or contained in such deed or deeds so long as the same shall not affect any Owner's right to hold, use, occupy and enjoy his Unit or be in conflict with the terms and conditions of this Deed and any Sub-Deed

PROVIDED THAT:-

(i) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit; and

(ii) any consideration received therefor shall be credited to the Special Fund for the benefit of all the Owners.

(l) The right to make opening(s) :-

(1) on the enclosing wall of the Commercial Accommodation on Upper Ground Floor and adjacent to the Open Space A (such opening(s) for identification purpose only is shown coloured Orange Stippled Black on the plan no. DMC-004 certified as to its accuracy by the Authorized Person and annexed hereto) for the purposes of connecting to the adjacent development constructed or to be constructed by the First Owner to allow passage of members of the public between the Development and the adjacent development in connection with the use of the Open Space A in accordance with the Government Grant and this Deed PROVIDED THAT the right to make opening(s) on under this Clause 3.1(l)(1) shall be restricted to the parts of enclosing wall of the Commercial Accommodation which have not been sold or assigned by the First Owner;

(2) on the enclosing wall of the Development Common Areas and Facilities on the Ground Floor and Upper Ground Floor and adjacent to the driveway to the Public Transport Interchange (such openings for

identification purpose only are shown coloured Indigo Stippled Black on the plans nos. DMC-003 and DMC-004 certified as to their accuracy by the Authorized Person and annexed hereto) for the purposes of accessing to and from the ultimate contingency access of the Public Transport Interchange approved or to be approved by the relevant Government authorities pursuant to the Government Grant to allow passage of passengers, motor vehicles and motor cycles between the Public Transport Interchange and the adjacent development

PROVIDED THAT:-

(A) such opening(s) shall be made by the First Owner at its sole costs and expenses;

(B) the First Owner shall be liable for all the costs and expenses for obtaining the approval of the ultimate contingency access of the Public Transport Interchange by the relevant Government authorities pursuant to the Government Grant;

(C) the First Owner shall be responsible for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Development, the Owners of the Development, the owners of adjacent development or any person arising whether directly or indirectly out of or in connection with the exercise of the right or the carrying out of the works for making the opening(s); and

(D) the First Owner shall at its own expense and in all respects repair, make good and reinstate any damage, disturbance or obstruction caused to the Development, the Owners of the Development, the owners of the adjacent development or any person arising whether directly or indirectly out of or in connection with the exercise of the right or the carrying out of the works for making the opening(s);

(3) on the enclosing wall of the Commercial Accommodation on B2 Basement Floor, B1 Basement Floor, First Floor, Upper Ground Floor (other than the enclosing wall on Upper Ground Floor of the Commercial Accommodation mentioned in Clause 3.1(l)(1) above) and Second Floor (such openings for identification purpose only are shown coloured Orange Stippled Black on the plans nos. DMC-001, DMC-002, DMC-004, DMC-005 and DMC-006 certified as to their accuracy by the Authorized Person and annexed hereto) for the purposes of connecting to the adjacent development constructed or to be constructed by the First Owner to allow passage of patrons, bona fide guests, visitors or invitees of the Commercial Accommodation between the Commercial Accommodation and the adjacent development PROVIDED THAT the right to make opening(s) on under this Clause 3.1(l)(3) shall be restricted to the parts of enclosing

wall of the Commercial Accommodation which have not been sold or assigned by the First Owner; and/or

(4) on the enclosing wall of the Commercial Accommodation on Third Floor and adjacent to the Open Space B (such opening(s) for identification purpose only is shown coloured Orange Stippled Black on the plan no. DMC-007 certified as to its accuracy by the Authorized Person and annexed hereto) for the purposes of connecting to the adjacent development constructed or to be constructed by the First Owner to allow passage of members of the public between the Development and the adjacent development in connection with the use of the Open Space B in accordance with the Government Grant and this Deed PROVIDED THAT the right to make opening(s) on under this Clause 3.1(l)(4) shall be restricted to the parts of enclosing wall of the Commercial Accommodation which have not been sold or assigned by the First Owner,

PROVIDED THAT:-

(i) the exercise of this right shall not contravene the provisions of the Government Grant;

(ii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit; and

(iii) the First Owner shall be liable for all costs and expenses incurred for making good any damage caused to the Development as a result of the exercise of this right.

(m) The right to alter the design, demolish and rebuild, relocate and adjust the level of the Commercial Accommodation (Open Space) (as shown on the plans nos. DMC-002 and DMC-004 certified as to their accuracy by the Authorized Person and annexed hereto) which have not been sold or assigned by the First Owner and/or the Commercial Common Areas and Facilities (Open Space) (as shown on the plans nos. DMC-002 and DMC-004 certified as to their accuracy by the Authorized Person and annexed hereto) for the purposes of connecting to the adjacent development constructed or to be constructed by the First Owner to allow passage of patrons, bona fide guests, visitors or invitees of the Commercial Accommodation between the Commercial Accommodation and the adjacent development,

PROVIDED THAT:-

(i) such alteration, demolition, rebuilding, relocation and adjustment shall be made by the First Owner at its sole costs and expenses;

(ii) the exercise of this right shall not contravene the provisions of the Government Grant;

(iii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit;

(iv) the First Owner shall be liable for all costs and expenses incurred for making good any damage caused to the Development as a result of the exercise of this right;

(v) the First Owner shall be responsible for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Development, the Owners of the Development, the owners of the adjacent development or any person arising whether directly or indirectly out of or in connection with the exercise of the right or the carrying out of the works for such alteration, demolition, rebuilding, relocation and adjustment; and

(vi) the First Owner shall at its own expense and in all respects repair, make good and reinstate any damage, disturbance or obstruction caused to the Development, the Owners of the Development, the owners of the adjacent development or any person arising whether directly or indirectly out of or in connection with the exercise of the right or the carrying out of the works for such alteration, demolition, rebuilding, relocation and adjustment.

PROVIDED FURTHER THAT the exercise of any of the above rights by the First Owner under this Clause 3.1:-

(1) shall be subject to the rights and privileges of FSI and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to FSI in this Deed and the Government Grant;

(2) shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units; and

(3) shall not impede other Owners' access to their Units.

3.2 The Owners (excluding FSI) hereby jointly and severally and irrevocably APPOINT the First Owner as their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 3.1 above and the Owners (excluding FSI) hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned appointment and grant and to ratify and confirm all that the First Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such

Owners (excluding FSI) and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners (excluding FSI).

3.3 Every Assignment by an Owner (excluding FSI) of his Unit shall include a covenant in substantially the following terms:-

"The Purchaser covenants with the Vendor and its successors assigns and attorneys to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Covenanting Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "the Covenanting Purchaser") and shall enure for the benefit of the Development and be enforceable by the Vendor and its successors and assigns that :-

(i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on Urban Renewal Authority ("URA" which expression shall include its respective successors and attorneys) under Clause 3.1 of a Deed of Mutual Covenant and Management Agreement dated the [ ] day of [ ] and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by URA;

(ii) the Covenanting Purchaser shall, if required by URA, do everything necessary, including giving express consents in writing to the exercise of the said rights by URA, to facilitate the exercise of the said rights by URA;

(iii) the Covenanting Purchaser hereby expressly and irrevocably appoints URA to be its attorney 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 Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on URA as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and

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

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

covenants similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained."

3.4 For the purpose of Clause 3.1 and Clause 3.2, the expression "First Owner" shall exclude its assigns.

SECTION IIIA

3A. Additional Rights of the Owner of the Commercial Portion

3A.1 The Owner of the Commercial Portion (as the assigns of the First Owner but excluding the First Owner) shall for as long as it remains the beneficial owner of the Undivided Shares of the whole Commercial Portion have the sole and absolute right in his absolute and 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:-

(a) The right to make opening(s) :-

(1) on the enclosing wall of the Commercial Portion on Upper Ground Floor and adjacent to the Open Space A (such opening(s) for identification purpose only is shown coloured Orange Stippled Black on the plan no. DMC-004 certified as to its accuracy by the Authorized Person and annexed hereto) for the purposes of connecting to the adjacent development constructed or to be constructed by the First Owner (excluding its assigns) to allow passage of members of the public between the Development and the adjacent development in connection with the use of the Open Space A in accordance with the Government Grant and this Deed PROVIDED THAT the right to make opening(s) on under this Clause 3A.1(a)(1) shall be restricted to the parts of enclosing wall of the Commercial Portion which are owned by the Owner of the Commercial Portion who exercises the right under this Clause 3A.1(a)(1);

(2) on the enclosing wall of the Development Common Areas and Facilities on the Ground Floor and Upper Ground Floor and adjacent to the driveway to the Public Transport Interchange (such openings for identification purpose only are shown coloured Indigo Stippled Black on the plans nos. DMC-003 and DMC-004 certified as to their accuracy by the Authorized Person and annexed hereto) for the purposes of accessing to and from the ultimate contingency access of the Public Transport Interchange approved or to be approved by the relevant Government authorities pursuant to the Government Grant to allow passage of passengers, motor vehicles and motor cycles between the Public Transport Interchange and the adjacent development

PROVIDED THAT:-

(A) such opening(s) shall be made by the Owner of the Commercial Portion at his sole costs and expenses;

(B) the Owner of the Commercial Portion shall be liable for all the costs and expenses for obtaining the approval of the ultimate contingency access of the Public Transport Interchange by the

relevant Government authorities pursuant to the Government Grant;

(C) the Owner of the Commercial Portion shall be responsible for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Development, the Owners of the Development, the owners of adjacent development or any person arising whether directly or indirectly out of or in connection with the exercise of the right or the carrying out of the works for making the opening(s); and

(D) the Owner of the Commercial Portion shall at his own expense and in all respects repair, make good and reinstate any damage, disturbance or obstruction caused to the Development, the Owners of the Development, the owners of the adjacent development or any person arising whether directly or indirectly out of or in connection with the exercise of the right or the carrying out of the works for making the opening(s);

(3) on the enclosing wall of the Commercial Portion on B2 Basement Floor, B1 Basement Floor, Upper Ground Floor (other than the enclosing wall on Upper Ground Floor of the Commercial Portion mentioned in Clause 3A.1(a)(1) above), First Floor and Second Floor (such openings for identification purpose only are shown coloured Orange Stippled Black on the plans nos. DMC-001, DMC-002, DMC-004, DMC-005 and DMC-006 certified as to their accuracy by the Authorized Person and annexed hereto) for the purposes of connecting to the adjacent development constructed or to be constructed by the First Owner (excluding its assigns) to allow passage of patrons, bona fide guests, visitors or invitees of the Commercial Portion between the Commercial Portion and the adjacent development PROVIDED THAT the right to make opening(s) on under this Clause 3A.1(a)(3) shall be restricted to the parts of enclosing wall of the Commercial Portion which are owned by the Owner of the Commercial Portion who exercises the right under this Clause 3A.1(a)(3); and/or

(4) on the enclosing wall of the Commercial Portion on Third Floor and adjacent to the Open Space B (such opening(s) for identification purpose only is shown coloured Orange Stippled Black on the plan no. DMC-007 certified as to its accuracy by the Authorized Person and annexed hereto) for the purposes of connecting to the adjacent development constructed or to be constructed by the First Owner (excluding its assigns) to allow passage of members of the public between the Development and the adjacent development in connection with the use of the Open Space B in accordance with the Government Grant and this Deed PROVIDED THAT the right to make opening(s) on under this Clause 3A.1(a)(4) shall be restricted to the parts of enclosing wall of the Commercial Portion which are owned by the

Owner of the Commercial Portion who exercises the right under this Clause 3A.1(a)(4),

PROVIDED THAT:-

(i) the exercise of this right shall not contravene the provisions of the Government Grant;

(ii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit; and

(iii) the Owner of the Commercial Portion shall be liable for all costs and expenses incurred for making good any damage caused to the Development as a result of the exercise of this right.

(b) The right to alter the design, demolish and rebuild, relocate and adjust the level of the Commercial Accommodation (Open Space) (as shown on the plans nos. DMC-002 and DMC-004 certified as to their accuracy by the Authorized Person and annexed hereto) which is owned by the Owner of the Commercial Portion who exercises the right under this Clause 3A.1(b) and/or the Commercial Common Areas and Facilities (Open Space) (as shown on the plans nos. DMC-002 and DMC-004 certified as to their accuracy by the Authorized Person and annexed hereto) for the purposes of connecting to the adjacent development constructed or to be constructed by the First Owner (excluding its assigns) to allow passage of patrons, bona fide guests, visitors or invitees of the Commercial Portion between the Commercial Portion and the adjacent development,

PROVIDED THAT:-

(i) such alteration, demolition, rebuilding, relocation and adjustment shall be made by the Owner of the Commercial Portion at his sole costs and expenses;

(ii) the exercise of this right shall not contravene the provisions of the Government Grant;

(iii) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit;

(iv) the Owner of the Commercial Portion shall be liable for all costs and expenses incurred for making good any damage caused to the Development as a result of the exercise of this right;

(v) the Owner of the Commercial Portion shall be responsible for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Development, the Owners of the Development, the owners of the

adjacent development or any person arising whether directly or indirectly out of or in connection with the exercise of the right or the carrying out of the works for such alteration, demolition, rebuilding, relocation and adjustment;

(vi) the Owner of the Commercial Portion shall at his own expense and in all respects repair, make good and reinstate any damage, disturbance or obstruction caused to the Development, the Owners of the Development, the owners of the adjacent development or any person arising whether directly or indirectly out of or in connection with the exercise of the right or the carrying out of the works for such alteration, demolition, rebuilding, relocation and adjustment.

(c) The right to alter and/or modify the delineation of the Commercial Portion in accordance with Special Condition No. (42)(a)(i) of the Government Grant in such manner as the Owner of the Commercial Portion may deem fit PROVIDED THAT the Queuing Areas shall not be excluded from the delineation of the Commercial Portion and to execute any documents in the name of the Owner of the Commercial Portion in connection therewith without the necessity of joining in any other Owner.

PROVIDED FURTHER THAT the exercise of any of the above rights by the Owner of the Commercial Portion under this Clause 3A.1:-

(1) shall be subject to the rights and privileges of the First Owner (excluding its assigns) and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to the First Owner (excluding its assigns) in this Deed and the Government Grant;

(2) shall be subject to the rights and privileges of FSI and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to FSI in this Deed and the Government Grant;

(3) shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units; and

(4) shall not impede other Owners' access to their Units,

AND PROVIDED FURTHER THAT :-

(5) so long as any of the rights under Clause 3.1(l) and Clause 3.1(m) is capable of being exercised by the First Owner (excluding its assigns) ("**the first mentioned right(s)**"), the rights under Clause 3A.1(a) and Clause 3A.1(b) (in so far as the subject matter of which is the same as the first mentioned right(s)) shall not be exercised by the Owner of the Commercial Portion; and

(6) if the First Owner (excluding its assigns) has exercised the first mentioned right(s), the rights under Clause 3A.1(a) and Clause 3A.1(b) (in so far as the

subject matter of which is the same as the first mentioned right(s)) shall lapse and shall not be exercised by the Owner of the Commercial Portion.

3A.2 The Owners (excluding FSI) hereby jointly and severally and irrevocably APPOINT the Owner of the Commercial Portion as their attorney and grant unto the Owner of the Commercial Portion the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the rights of the Owner of the Commercial Portion mentioned in Clause 3A.1 above and the Owners (excluding FSI) hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned appointment and grant and to ratify and confirm all that the Owner of the Commercial Portion as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners (excluding FSI) and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners (excluding FSI).

3A.3 Every Assignment by an Owner (excluding FSI) of his Unit shall include a covenant in substantially the following terms:-

"The Purchaser covenants with the Vendor and its successors assigns and attorneys to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Covenanting Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "the Covenanting Purchaser") and shall enure for the benefit of the Development and be enforceable by the Vendor and its successors and assigns that :-

(i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the person(s) for the time being the owner of the Commercial Portion (as defined in the Deed of Mutual Covenant and Management Agreement dated the [ ] day of [ ]) ("Owner of the Commercial Portion", which expression shall include his respective successors and attorneys) under Clause 3A.1 of the Deed of Mutual Covenant and Management Agreement dated the [ ] day of [ ] and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Owner of the Commercial Portion;

(ii) the Covenanting Purchaser shall, if required by the Owner of the Commercial Portion, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Owner of the Commercial Portion, to facilitate the exercise of the said rights by the Owner of the Commercial Portion;

(iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Owner of the Commercial Portion to be his attorney and grants unto the Owner of the Commercial Portion the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Owner of the Commercial Portion as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and

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

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

3A.4 For the purpose of Clauses 3A.1, 3A.2 and 3A.3, the expression "Owner of the Commercial Portion" shall exclude the First Owner and its assigns (other than the assigns of the Commercial Portion).

SECTION IV

4. Manager and Management Charges

4.1 (a) Subject to the provisions of the Building Management Ordinance, the Manager shall undertake the management, operation, servicing, maintenance, repair, renovation, improvement, replacement, security and insurance of the Land and the Development and the Common Areas and Facilities therein (all or any of which activities are where not inapplicable herein included under the word "**management**") from the date of this Deed for an initial term of not exceeding two (2) years and such appointment shall continue until terminated as provided in this Clause.

(b) The appointment of the Manager may be terminated as follows:-

(i) the appointment is terminated by the Manager by giving not less than three (3) calendar months' notice of termination in writing:-

(1) by sending such notice to the Owners' Committee; or

(2) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.

(ii) The notice referred to in this Clause 4.1(b)(i)(2) may be given:-

(1) by delivering it personally to the Owner; or

(2) by sending it by post to the Owner at his last known address; or

(3) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit; or

(iii) prior to the formation of the Owners' Corporation, upon the passing of a resolution of the Owners by a resolution passed by a majority of votes of the Owners voting either personally or by proxy at an Owners' meeting convened for the purpose of removing the Manager without compensation and supported by Owners of not less than fifty per cent (50%) of all the Undivided Shares in aggregate (excluding those Undivided Shares allocated to the Common Areas and Facilities) and by the Owners' Committee giving to the Manager not less than three (3) calendar months' notice of termination in writing; or

(iv) in the event that the Manager is wound up or has a receiving order made against it.

(c) (i) Where an Owners' Corporation has been formed and subject to Clause 4.1(c)(iv), at a general meeting convened for the purpose, the Owners' Corporation may, by a resolution:-

(1) passed by a majority of the votes of the Owners voting either personally or by proxy; and

(2) supported by the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities),

terminate by notice the appointment of the DMC Manager without compensation.

(ii) The resolution under Clause 4.1(c)(i) shall have effect only if:-

(1) such notice of termination of appointment is in writing;

(2) provision is made in the resolution for a period of not less than three (3) months' notice or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period;

(3) such notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and

(4) such notice and the copy of the resolution is given to the DMC Manager within fourteen (14) days after the date of the meeting.

(iii) The notice and the copy of the resolution referred to in Clause 4.1(c)(ii)(4) may be given:-

(1) by delivering them personally to the DMC Manager; or

(2) by sending them by post to the DMC Manager at its last known address.

(iv) For the purposes of Clause 4.1(c)(i):-

(1) only the Owners of Undivided Shares who pay or who are liable to pay contribution towards the Management Expenses relating to those Undivided Shares shall be entitled to vote;

(2) the reference in Clause 4.1(c)(i)(2) to "the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate who are entitled to vote.

(v) If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, Clauses 4.1(c)(i), (ii), (iii) and (iv) apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.

(vi) Clause 4.1(c)(v) operates without prejudice to any other power there may be in a contract for the appointment of the Manager other than the DMC Manager to terminate the appointment of the Manager.

(vii) If a notice to terminate a Manager's appointment is given under this Clause 4.1(c):-

(1) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and

(2) if no such appointment is approved under Clause 4.1(c)(vii)(1) above by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.

(viii) This Clause 4.1(c) is subject to any notice relating to the Development that may be published by the Authority under Section 34E(4) of the Building Management Ordinance but does not apply to any single manager referred to in that section.

(ix) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation has appointed a Manager under Clause 4.1(c)(vii)(2) above, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under Clause 4.1(c)(vii)(2) above that may otherwise render that person liable for a breach of that undertaking or agreement.

(d) (i) Subject to Clause 4.1(d)(ii), if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Land and the Development that is under its control or its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.

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

(1) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which the Manager's appointment ends and ending on the date the Manager's appointment ended; and a balance sheet as at the date the Manager's appointment ended and shall arrange for that account and balance sheet to be audited by a certified public accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such certified public accountant or other independent auditor as may be chosen by the Manager; and

(2) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents and other records which are required for the purposes of Clause 4.1(d)(ii)(1) and have not been delivered under Clause 4.1(d)(i).

4.2 In the event of the Manager giving notice as hereinbefore provided or in the case of the Manager being dismissed the Manager shall convene a meeting of the Owners' Committee to elect a manager to take its place or in the case of the Manager being wound up or having a receiving order made against it or failing to convene a meeting of the Owners' Committee as aforesaid a meeting of the Owners' Committee may be convened to elect a manager to take its place and such meeting shall elect a manager who shall at the conclusion of the meeting of the Owners' Committee aforesaid thereupon and henceforth become vested with all the powers and duties of the Manager hereunder. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that subject to the provisions of the Building Management Ordinance, at no time shall the Land and the Development be without a responsible duly appointed manager to manage the Land and the Development or any part or parts thereof after the issue of an Occupation Permit covering the same.

4.3 The annual remuneration of the Manager for the performance of its duties hereunder shall be 10% of the total annual expenses, costs and charges reasonably and necessarily incurred in the good and efficient management of the Land and the Development (the total annual expenses, costs and charges, for the purposes of this Clause, shall exclude the Manager's Remuneration, any capital expenditure or expenditure drawn out of the Special Fund PROVIDED THAT by a resolution of Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's Remuneration at the rate of 10%, or at such lower rate as the Owners may consider appropriate). The Manager's Remuneration shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses and fees for any staff, facilities, legal, professional, accounting and administration services, headquarters support and all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs,

expenses, fees and disbursements shall be a direct charge on the management funds. No variation of the percentage of the annual remuneration of the Manager may be made except with the approval by a resolution of Owners duly passed at a meeting of Owners convened under this Deed.

4.4 Payment of the Manager's Remuneration hereunder shall be in advance by twelve (12) equal calendar monthly instalments payable by the Owners and any adjustment payment or deduction that needs to be made to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year will be made within twenty-one (21) days from the completion of the auditing of the management accounts for such year as provided in Clause 4.28 hereof. The Manager's Remuneration shall be paid by deductions made by the Manager from the monthly management fees collected from the Owners. Such deductions shall be in priority to all other payments to be made out of the management funds.

4.5 (a) Subject to sub-clauses (c), (e), (f) and (h) of this Clause, the total amount of Management Expenses payable by the Owners during any financial year in respect of the management of the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) of this Clause.

(b) The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if formed) except the first budget which shall cover the period from the date of this Deed until the following 31st day of December. In respect of each financial year, the Manager shall:-

(i) prepare a draft annual budget setting out the proposed expenditure during the financial year;

(ii) send a copy of the draft annual budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft annual budget in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days;

(iii) send or display, as the case may be, with the copy of the draft annual budget a notice inviting each Owner to send his comments on the draft annual budget to the Manager within a period of 14 days from the date the draft annual budget was sent or first displayed;

(iv) after the end of that period, prepare an annual budget specifying the total proposed expenditure during the financial year;

(v) send a copy of the annual budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the annual budget in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.

(c) Where, in respect of a financial year, the Manager has not complied with sub-clause (b) of this Clause before the start of that financial year, the total amount of the Management Expenses for that year shall:-

(i) until he has so complied, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year;

(ii) when he has so complied, be the total proposed expenditure specified in the annual budget for that financial year, and the amount that the Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.

(d) Where an annual budget has been sent or displayed in accordance with sub-clause (b)(v) of this Clause and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised annual budget as apply to the draft annual budget and the annual budget by virtue of sub-clause (b) of this Clause.

(e) Where a revised annual budget is sent or displayed in accordance with sub-clause (d) of this Clause, the total amount of the Management Expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised annual budget and the amount that Owners shall contribute towards the Management Expenses shall be calculated and adjusted accordingly.

(f) If there is an Owners' Corporation and, within a period of one (1) month from the date that an annual budget or revised annual budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) of this Clause, the Owners' Corporation decides, by a resolution of the Owners, to reject the annual budget or revised annual budget, as the case may be, the total amount of Management Expenses for the financial year shall, until another annual budget or revised annual budget is sent or displayed in accordance with sub-clause (b) or (d) of this Clause and is not so rejected under this sub-clause, be deemed to be the same as the total amount of Management Expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.

(g) If any Owner requests in writing the Manager to supply him with a copy of any draft annual budget, annual budget or revised annual budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.

(h) For the purposes of this Clause 4.5, "expenditure " includes all costs, charges and expenses to be borne by the Owners, including the remuneration of the Manager.

4.6 The annual budget shall cover the Management Expenses for the Common Areas and Facilities, the Items, the Green Area, the Green Area Structures, the Pink Hatched Blue Area and the Pink Hatched Blue Area Structures including without limiting the generality of the foregoing:-

(a) the maintenance, operation, repair and cleansing of all Common Areas and Facilities and the lighting thereof and the provisions and operation of emergency generators and lighting for the Common Areas and Facilities;

(b) the cultivation, irrigation and maintenance of the lawns and planters and landscaped areas on the Common Areas and Facilities;

(c) the cost of all electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities;

(d) the provision of security guard services for the Development, the cost of employing caretakers, watchmen, cleaners, lift operators, attendants, clubhouse staff, management staff and gardeners and such other staff to manage and administer the Common Areas and Facilities, the cost of employing staff involved with the management and administration of the Common Areas and Facilities and the Development including staff uniform, salary, bonus, over-time pay, provisions for long service pay, contribution to mandatory provident fund, fringe benefits, medical and dental scheme payments and other employment benefits;

(e) the cost and expense of maintaining such areas or drains and channels whether within or outside the Land that are required to be maintained under the Government Grant;

(f) the Government rent payable under the Government Grant (but only if no apportionment or separate assessments have been made for individual Units);

(g) the Manager's Remuneration calculated in accordance with Clause 4.3 of this Deed for providing its services hereunder;

(h) insurance of the Common Areas and Facilities and the Units up to the full new reinstatement value thereof and in particular against loss or damage by fire and/or such other perils and risks and the Manager against third party, or public and/or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;

(i) a sum for contingencies;

(j) legal and accounting fees and all other professional fees and costs properly incurred by the Manager in carrying out the services provided under this Deed;

(k) the costs of removal and disposal of rubbish from the Development;

(l) all costs incurred in connection with the Common Areas and Facilities;

(m) any tax payable by the Manager on any of the sum held by it under the provisions of this Deed PROVIDED THAT any tax payable on the Manager's Remuneration shall be borne and paid by the Manager;

(n) the cost of repairing and maintaining all roads slopes footbridges retaining walls and other structures on outside or adjacent to the Land or forming part of the Development including but not limited to the Slope Structures (if any) the maintenance of which is the liability of the Grantee (as defined in the Government Grant) under the Government Grant and in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual;

(o) the cost of repairing, maintaining and managing the Items, the Green Area, the Green Area Structures, the Pink Hatched Blue Area and the Pink Hatched Blue Area Structures under this Deed and/or pursuant to the Government Grant and the cost of demolition and removal of the Pink Hatched Blue Area Structures in accordance with the Government Grant; and

(p) any other items of expenditure which in the reasonable opinion of the Manager are considered to be necessary for the administration, management and maintenance of the Land and the Development including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses incurred by the Manager in respect thereof or such due portion thereof which are provided by the headquarters office(s) of the Manager for the Development as well as any other land, developments and buildings and for such purposes, the Manager shall be entitled to apportion any such items of expenditure or (as the case may be) a due portion thereof which directly relate to the administration and/or management and/or maintenance of the Land and the Development in such manner as shall be reasonably determined by the Manager.

4.7 The annual budget shall be divided into the following parts:-

(a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Land and the Development, the Development Common Areas and Facilities, the Items, the Green Area, the Green Area Structures, the Pink Hatched Blue Area and the Pink Hatched Blue Area Structures.

(b) The second part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities.

(c) The third part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Development Carpark Common Areas and Facilities.

(d) The fourth part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Carpark Common Areas and Facilities.

(e) The fifth part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Commercial Common Areas and Facilities.

PROVIDED THAT:-

(1) in the event that a Sub-Deed is entered into in respect of any part of the Development and in the Sub-Deed any areas and facilities are designated as common areas and common facilities as a consequence of which the same thereby become part of the Common Areas and Facilities (other than the existing designated Common Areas and Facilities), a new part of the annual budget shall be established by the Manager such part to cover all estimated expenditure which in the opinion of the Manager is specifically referable to such common areas and common facilities and such expenditure shall be borne by the Owners of that part of the Development; and

(2) Subject to the prior written approval of the Owners' Committee (or the Owners' Incorporation, if formed), if the Manager is of the opinion that the adopted annual budget and/or the sharing of the amounts of Management Expenses assessed under any part of the adopted annual budget in accordance with the provisions of this Deed may lead to or result in any Owner or Owners of any part or parts of the Development unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled to modify any adopted annual budget in such manner as the Manager may (but subject to compliance with the procedures applicable to the draft annual budget, the annual budget and the revised annual budget as provided in this Deed) think fit and to prepare new budget in the modified manner as aforementioned and the modified budget shall be binding (save for manifest error) on all Owners and provided always that the Manager's determination of the amount of contribution payable by each Owner as aforesaid shall (in the absence of manifest error) be conclusive and binding on all Owners.

4.8 Each Owner (excluding FSI) shall contribute to the budgeted Management Expenses in the following manner:-

(a) Each Owner of a Unit shall contribute his due proportion of the budgeted Management Expenses under the first part of the annual budget which proportion shall be equal to the Management Shares of his Unit divided by the total Management Shares of the Development;

(b) Each Owner of a Residential Unit shall contribute his due proportion of the budgeted Management Expenses under the second part of the annual budget which proportion shall be equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units;

(c) (i) Each Owner of a Residential Unit shall contribute a fraction of a fair proportion of the budgeted Management Expenses under the third part of the annual budget, in which,

(A) the numerator of the said fraction shall be the Management Shares of his Residential Unit and the denominator shall be the total Management Shares of all Residential Units; and

(B) the numerator of the said fair proportion shall be the total gross floor area of all Residential Accessible Car Parking Spaces, all Visitor Car Parking Spaces and all Residential Loading and Unloading Spaces and the denominator shall be the total gross floor area of all Residential Accessible Car Parking Spaces, all Residential Car Parking Spaces, all Residential Motor Cycle Parking Spaces, all Visitor Car Parking Spaces, all Residential Loading and Unloading Spaces, all Commercial Car Parking Spaces, all Commercial Motor Cycle Parking Spaces, all Commercial Loading and Unloading Spaces and the Loading and Unloading Space for Hawker Bazaar;

(ii) Each Owner of a Residential Car Parking Space shall contribute a fraction of a fair proportion of the budgeted Management Expenses under the third part of the annual budget, in which,

(A) the numerator of the said fraction shall be the Management Shares of his Residential Car Parking Space and the denominator shall be the total Management Shares of all Residential Car Parking Space; and

(B) the numerator of the said fair proportion shall be the total gross floor area of all Residential Car Parking Space and the denominator shall be the total gross floor area of all Residential Accessible Car Parking Spaces, all Residential Car Parking Spaces, all Residential Motor Cycle Parking Spaces, all Visitor Car Parking Spaces, all Residential Loading and Unloading Spaces, all Commercial Car Parking Spaces, all Commercial Motor Cycle Parking Spaces, all Commercial Loading and Unloading Spaces and the Loading and Unloading Space for Hawker Bazaar;

(iii) Each Owner of a Residential Motor Cycle Parking Space shall contribute a fraction of a fair proportion of the budgeted Management Expenses under the third part of the annual budget, in which,

(A) the numerator of the said fraction shall be the Management Shares of his Residential Motor Cycle Parking Space and the denominator shall be the total Management Shares of all Residential Motor Cycle Parking Space; and

(B) the numerator of the said fair proportion shall be the total gross floor area of all Residential Motor Cycle Parking Space and the denominator shall be the total gross floor area of all Residential

Accessible Car Parking Spaces, all Residential Car Parking Spaces, all Residential Motor Cycle Parking Spaces, all Visitor Car Parking Spaces, all Residential Loading and Unloading Spaces, all Commercial Car Parking Spaces, all Commercial Motor Cycle Parking Spaces, all Commercial Loading and Unloading Spaces and the Loading and Unloading Space for Hawker Bazaar;

(iv) The Owner of the Commercial Accommodation shall contribute a fair proportion of the budgeted Management Expenses under the third part of the annual budget, in which, the numerator of the said fair proportion shall be the total gross floor area of all Commercial Car Parking Spaces, all Commercial Motor Cycle Parking Spaces, all Commercial Loading and Unloading Spaces and the Loading and Unloading Space for Hawker Bazaar and the denominator shall be the total gross floor area of all Residential Accessible Car Parking Spaces, all Residential Car Parking Spaces, all Residential Motor Cycle Parking Spaces, all Visitor Car Parking Spaces, all Residential Loading and Unloading Spaces, all Commercial Car Parking Spaces, all Commercial Motor Cycle Parking Spaces, all Commercial Loading and Unloading Spaces and the Loading and Unloading Space for Hawker Bazaar;

(d) (i) Each Owner of a Residential Unit shall contribute a fraction of a fair proportion of the budgeted Management Expenses under the fourth part of the annual budget, in which,

(A) the numerator of the said fraction shall be the Management Shares of his Residential Unit and the denominator shall be the total Management Shares of all Residential Units; and

(B) the numerator of the said fair proportion shall be the total gross floor area of all Residential Accessible Car Parking Spaces and all Visitor Car Parking Spaces and the denominator shall be the total gross floor area of all Residential Accessible Car Parking Spaces, all Residential Car Parking Spaces, all Residential Motor Cycle Parking Spaces and all Visitor Car Parking Spaces;

(ii) Each Owner of a Residential Car Parking Space shall contribute a fraction of a fair proportion of the budgeted Management Expenses under the fourth part of the annual budget, in which,

(A) the numerator of the said fraction shall be the Management Shares of his Residential Car Parking Space and the denominator shall be the total Management Shares of all Residential Car Parking Space; and

(B) the numerator of the said fair proportion shall be the total gross floor area of all Residential Car Parking Space and the denominator shall be the total gross floor area of all Residential Accessible Car Parking Spaces, all Residential Car Parking Spaces, all Residential Motor Cycle Parking Spaces and all Visitor Car Parking Spaces;

(iii) Each Owner of a Residential Motor Cycle Parking Space shall contribute a fraction of a fair proportion of the budgeted Management Expenses under the fourth part of the annual budget, in which,

(A) the numerator of the said fraction shall be the Management Shares of his Residential Motor Cycle Parking Space and the denominator shall be the total Management Shares of all Residential Motor Cycle Parking Space; and

(B) the numerator of the said fair proportion shall be the total gross floor area of all Residential Motor Cycle Parking Space and the denominator shall be the total gross floor area of all Residential Accessible Car Parking Spaces, all Residential Car Parking Spaces, all Residential Motor Cycle Parking Spaces and all Visitor Car Parking Spaces;

(e) The Owner of the Commercial Accommodation shall be responsible for the budgeted Management Expenses under the fifth part of the annual budget;

PROVIDED THAT:-

(I) no Owner may be called upon to pay more than his appropriate share of the Management Expenses, having regard to the number of Undivided Shares and Management Shares, as the case may be, allocated to his Unit;

(II) The First Owner shall make payments and contributions towards those expenses which are of recurrent nature (including without limitation to the Management Expenses) in respect of those Units and Undivided Shares unsold; and

(III) All outgoings including Management Expenses and any Government rent up to and inclusive of the date of assignment of the Units shall be paid by the First Owner. An Owner must not be required to make any payment or reimburse the First Owner for these outgoings.

4.9 For the avoidance of doubt, it is hereby expressly provided that the First Owner's liability to make the aforesaid payments shall in no way be reduced by reason of the fact that any of the Units remains unsold and each Owner shall be personally liable to make the above payment to the Manager whether or not his Unit is vacant or occupied and whether or not it has been let or leased to tenant or is occupied by the Owner himself or any other person.

4.10 If the total contributions receivable as aforesaid under the annual budget by the Manager shall in the opinion of the Manager be insufficient to meet the costs and expenses for such management and services then each Owner to whom the annual budget applies shall make good a due proportion of the estimated deficiency by making a further contribution to the Manager such further contribution being calculated in the same manner as in Clause 4.8 hereof and shall be payable to the Manager monthly in advance from the date specified in the written notices given by the Manager to the Owners.

4.11 Notwithstanding anything herein contained and for the avoidance of any doubt, the Management Expenses payable by the Owners in accordance with this Deed shall not include:-

(a) Any sum attributable or relating to the completion of the construction of the Development for the issuance of Certificate of Compliance which shall be borne solely by the First Owner (which expression shall for the purpose of this Clause exclude its assigns);

(b) All existing and future taxes, rates, assessments, property tax, water rates (if separately metered), Government rent payable under the Government Grant which has been separately assessed and charged by the Government against each Owner and outgoings of every description for the time being payable in respect of any Unit which shall be borne by the Owner for the time being thereof;

(c) The expenses for keeping in good and tenantable repair and condition of the main structure, the external and interior fixtures and fittings, walls, floors, windows, doors, flat roof and roof of any Unit together with the plumbing, electrical installations, plant, equipment, apparatus, installations or services thereof not forming part of the Common Areas and Facilities which shall be solely borne by the Owner for the time being of such Unit.

4.12 (a) For the purpose of paragraph 4 of Schedule 7 to the Building Management Ordinance, there shall be established and maintained by the Manager one Special Fund with the following separate accounts for different component parts of the Common Areas and Facilities :-

(i) A separate account of the Special Fund designated for the Development Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Development Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Development Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for all Owners for the time being (excluding FSI) and such fund shall not be refundable or transferable.

(ii) A separate account of the Special Fund designated for the Residential Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Residential Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of clubhouse office, installations, systems, equipment, tools, plant and machineries for the Residential Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Residential Units for the time being and such fund shall not be refundable or transferable.

(iii) A separate account of the Special Fund designated for the Development Carpark Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Development Carpark Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Development Carpark Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners for the time being (excluding FSI) and such fund shall not be refundable or transferable.

(iv) A separate account of the Special Fund designated for the Residential Carpark Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Residential Carpark Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Residential Carpark Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Residential Units, all Residential Car Parking Spaces and all Residential Motor Cycle Parking Spaces for the time being and such fund shall not be refundable or transferable.

(v) A separate account of the Special Fund designated for the Commercial Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Commercial Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Commercial Common Areas and Facilities and the

costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owner of the Commercial Accommodation for the time being and such fund shall not be refundable or transferable.

(b) Subject to Clause 4.12(c) below,

(i) each Owner (excluding FSI) being the first assignee of his Unit shall upon the assignment of his Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Development Common Areas and Facilities an amount equivalent to 2/12th of the first part of the first year's budgeted Management Expenses payable in respect of his Unit;

(ii) each Owner being the first assignee of his Residential Unit shall upon the assignment of his Residential Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Residential Common Areas and Facilities an amount equivalent to 2/12th of the second part of the first year's budgeted Management Expenses payable in respect of his Residential Unit;

(iii) each Owner (excluding FSI) being the first assignee of his Unit shall upon the assignment of his Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Development Carpark Common Areas and Facilities an amount equivalent to 2/12th of the third part of the first year's budgeted Management Expenses payable in respect of his Unit;

(iv) each Owner being the first assignee of his Residential Unit, Residential Car Parking Space or Residential Motor Cycle Parking Space (as the case may be) shall upon the assignment of his Residential Unit, Residential Car Parking Space or Residential Motor Cycle Parking Space (as the case may be) from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Residential Carpark Common Areas and Facilities an amount equivalent to 2/12th of the fourth part of the first year's budgeted Management Expenses payable in respect of his Residential Unit, Residential Car Parking Space or Residential Motor Cycle Parking Space (as the case may be); and

(v) each Owner being the first assignee of the Commercial Accommodation shall upon the assignment of the Commercial Accommodation from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Commercial Common Areas and Facilities an amount equivalent to 2/12th of the fifth part of the first year's budgeted Management Expenses payable in respect of the Commercial Accommodation;

(c) The First Owner shall in respect of any Units which have been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to the Units (i.e. when the Consent to Assign or Certificate of Compliance has been issued), whichever is the later, make the initial contribution to the Special Fund in the respective amount specified in Clause 4.12(b) above.

(d) Each Owner shall also on demand pay to the Manager such further periodic contributions to the Special Fund payable in respect of his Unit. The amount to be contributed in each financial year and the time when those contributions will be payable will be determined by a resolution of the Owners at an Owners' meeting convened under this Deed. If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.

(e) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) an interest-bearing account, the title of which shall refer to the Special Fund for the Development, and shall use that account exclusively for the purpose referred to in Clause 4.12(a) above. All money received for the Special Fund must be deposited by the Manager in that account. Except in a situation considered by the Manager to be an emergency, money must not be paid out of the Special Fund unless it is for a purpose approved by the Owners' Committee. The Manager must not use the Special Fund for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Development.

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

(g) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (e) or (f) above in a prominent place in the Development.

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

4.13 Subject to Clause 4.13(e) below,

(a) Each Owner (excluding FSI) being the first assignee of his Unit shall before he is given possession of his Unit deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to $2/12^{th}$ of the first year's budgeted Management

Expenses payable in respect of his Unit which deposit or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable and shall not be set off against any contribution payable by him under this Deed PROVIDED THAT in the event that there is an increase in the monthly contribution payable by the Owner as determined by the Manager under this Deed, the Manager shall have right at its absolute discretion to require the Owners to pay to the Manager by way of an increase in the said deposit a sum proportional thereto in order that such deposit shall always be equal to two (2) times the then monthly contribution.

(b) Each Owner (excluding FSI) being the first assignee of his Unit shall before he is given possession of his Unit pay to the Manager in advance a sum equal to 2/12th of the first year's budgeted Management Expenses payable in respect of his Unit which shall be non-refundable and non-transferable.

(c) Each Owner (excluding FSI) being the first assignee of a Residential Unit shall before he is given possession of his Residential Unit pay to the Manager a debris removal fee which shall be non-refundable and non-transferable of not more than a sum equal to 1/12th of the first year's budgeted Management Expenses payable in respect of his Residential Unit in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in his Residential Unit. The debris removal fee not used to pay for debris collection or removal shall be credited to the Special Fund. The Owner of the Commercial Accommodation shall at its own costs and expenses be responsible for removal of debris arising from decoration works carried out in the Commercial Accommodation and the Manager shall not be responsible for removal of such debris.

(d) Each Owner (excluding FSI) being the first assignee of a Unit shall before he is given possession of his Unit pay to the Manager his due share (to be decided by the number of Management Shares allocated to his Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.

(e) The First Owner shall pay the deposit under Clause 4.13(a) in respect of the Units and the debris removal fee under clause 4.13(c) in respect of the Residential Units if the Units or the Residential Units (as the case may be) have been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to the Units or the Residential Units (as the case may be) (i.e. when the Consent to Assign or Certificate of Compliance has been issued), whichever is the later.

4.14 Contributions and payments to be made by each Owner under this Deed shall normally be made in advance on the first day of each calendar month but this shall not interfere with the Manager's discretion to call for any particular payment or contribution to be made on any other day or days it may deem necessary or desirable.

4.15 Notwithstanding anything contained in these presents, if any consent is required from the Manager pursuant to this Deed, such consent shall not be unreasonably withheld by the Manager and other than a reasonable administrative fee, the Manager shall not charge any fee for issuing the consent. The administrative fee shall be credited to the Special Fund.

4.16 (a) The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof, such sum or sums as the Manager shall reasonably determine and such sum or sums collected shall be paid into and form part of the management funds for the benefit of all Owners.

(b) All moneys, income, fees, charges, penalties or other consideration received by the Manager in respect of the grant of franchises, leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any Development Rules shall be paid into and form part of the Special Fund (if so required under any provision of this Deed) or the management funds.

4.17 If any Owner (excluding FSI) shall fail to pay the Manager any amount payable hereunder within thirty (30) days from the date of demand, the Manager may impose on such Owner (excluding FSI):-

(a) Interest calculated on the amount remaining unpaid at the rate of 2% per annum above the prime rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited for the number of days for which it remains unpaid from the due date until the actual date of payment (both dates inclusive); and

(b) A collection charge of not exceeding 10% of the amount due, to cover the cost (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

4.18 All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and all other expenses reasonably incurred in or in connection with recovering or attempting to recover the same (including without limitation legal costs on a solicitor and own client basis) shall be recoverable by civil action at the suit of the Manager against the defaulting Owner (and the claim in any such action may include a claim for the costs incurred by the Manager in such action on a solicitor and own client basis 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 for and on behalf of the Owners for the time being (other than the defaulting Owner) as a whole and no Owner sued under the provisions of this Deed shall raise or to 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.

4.19 In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within thirty (30) days from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as specified in Clause 4.17 hereof together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 4.18 hereof and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares 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 or Shares 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 has been satisfied in full.

4.20 Any charge registered in accordance with Clause 4.19 shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Development held therewith and the provisions of Clause 4.18 of this Deed shall apply equally to any such action.

4.21 The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance, by any Owner and any person occupying any part of the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed binding on such Owner and of the Development Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 4.18 of this Deed shall apply to all such proceedings.

4.22 Subject to Clause 9.1 of this Deed, all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Development.

4.23 Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in Clauses 4.17 to 4.21 of this Deed the same shall, after deduction of any costs or expenses reasonably incurred out of the pocket of the Manager in recovering the same, form part of the management funds.

4.24 All money paid to the Manager by way of interest and collection charges pursuant to these presents shall be credited to the Special Fund.

4.25 Any person ceasing to be the Owner of any Undivided Share or Shares in the Land and the Development shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the

Manager including the deposit paid under Clauses 4.13(a) and (d) hereof and his contribution(s) towards the Special Fund under Clause 4.12 of this Deed to the intent that all such funds shall be held and applied for the management of the Development irrespective of changes in ownership of the Undivided Shares in the Land and the Development

PROVIDED THAT:-

(a) any such deposit shall be transferred into the name of the new Owner of such Undivided Share or Shares but the contribution(s) towards the Special Fund shall be neither refundable to any Owner by the Manager nor transferable to any new Owner; and

(b) upon the Land reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 9.1 hereof, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the Management Expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished, in both case in proportion to the number of Undivided Shares held by such Owners.

4.26 The first financial year for the purpose of management of the Development or any part or parts thereof shall commence from the date of this Deed and shall terminate on the following 31st day of December but thereafter the financial year shall commence on the 1st day of January and shall terminate on the 31st day of December of the same year PROVIDED THAT the Manager shall have the right to change the financial year at any time upon giving notice published in the public notice boards of the Development but the financial year may not be changed more than once in every five (5) years unless that change is previously approved by a resolution of the Owners' Committee (if formed).

4.27 (a) The Manager shall open and maintain an interest-bearing account in the name of the Manager and to be held on trust by the Manager for and on behalf of all the Owners for the time being of the Land and the Development and the Manager shall use that account exclusively in respect of the management of the Land and the Development.

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

(c) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (a) or (b) in a prominent place in the Development.

(d) Subject to sub-clauses (e) and (f) below, the Manager shall without delay pay all money received by the Manager in respect of the management of the Land and the Development into the account opened and maintained under sub-clause (a) or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b) above.

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

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

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

(h) The Manager shall maintain proper books or records of accounts and other financial records of all payments made to and all expenditure incurred by the Manager in the exercise of its powers hereunder. The Manager shall keep all bills, invoices, vouchers, receipts and other documents referred to in such books or records of accounts for at least six (6) years.

4.28 Within one (1) month after each consecutive period of three (3) months or such shorter period as the Manager may decide, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period and shall display a copy of the summary and balance sheet in a prominent place of the Development for display for at least seven (7) consecutive days. Within two (2) months after the close of each financial year the Manager shall prepare an income and expenditure account and balance sheet in respect of such closed financial year and display copies of the same in a prominent place of the Development for display for at least seven (7) consecutive days. The income and expenditure account and balance sheet shall within six (6) months after the close of each financial year be audited and certified by a firm of certified public accountants appointed by the Manager (provided that prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed may require the income and expenditure account and balance sheet to be audited by an independent auditor of their choice) as providing an accurate summary of all items of income and expenditure during such closed financial year. Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be needed.

4.29 (a) The Manager shall at any reasonable time permit any Owner to inspect any of the books or records of accounts and any income and expenditure account or balance sheet prepared pursuant to this Deed. The Manager shall upon request of any Owner and upon payment of a reasonable charge for copying the same supply such Owner with a copy of such record or document requested by him.

(b) If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and:-

(i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and

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

SECTION V

5. Powers and Duties of the Manager

5.1 Subject to the provisions of the Building Management Ordinance, the management of the Land and the Development shall be undertaken by the Manager for an initial period of two (2) years from the date of this Deed and shall continue until terminated as provided under Clause 4.1 of this Deed and each Owner hereby irrevocably APPOINTS the Manager as agent for all Owners in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed and subject to provisions of the Building Management Ordinance the Manager has the authority to act for and behalf of all Owners in accordance with the provisions of this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have authority to do all such acts and things as may be necessary or expedient for or in connection with the Land and the Development and the management thereof including in particular but without in any way limiting the generality of the foregoing :-

(a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed;

(b) (i) To manage, maintain and control the common driveways and parking areas on the Land and the Development and to remove any cars, pedal bicycles, skateboards, motorcycles and other vehicles parked in any area not reserved for parking or loading and unloading or any vehicles parked in any Residential Car Parking Space or Residential Motor Cycle Parking Space without the consent of the Owner or lawful occupier of such parking space or any vehicle parked in any Visitor Car Parking Spaces without payment of charges (if any) therefor and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such Residential Car Parking Spaces, Residential Motor Cycle Parking Spaces and Visitor Car Parking Spaces;

(ii) To manage, maintain and control the use of the Visitor Car Parking Spaces, the Residential Loading and Unloading Spaces and subject to the prior approval of the Owners' Committee (if already formed) or the Owners' Corporation (if formed) to fix reasonable charges for the use thereof PROVIDED THAT all income deriving therefrom shall form part of the management funds for the Residential Common Areas and Facilities;

(c) Unless otherwise directed by the Owners' Corporation, to insure and keep insured the Common Areas and Facilities and the Manager as comprehensively as reasonably possible and in particular to the full new reinstatement value against loss or damage by fire or such other risks as the Manager shall reasonably deem fit, public liability, occupiers' liability and liability as employer of the employees of the Manager employed within or exclusively in connection with the management of the Development with

some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force and, without limiting the generality of the foregoing, if the Manager considers so desirable, to procure block insurance for the Development as a whole and to pay all premia required to keep such insurance policies in force;

(d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Development;

(e) To keep in good order and repair the lighting of the Common Areas and Facilities;

(f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;

(g) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, those external walls, architectural fixtures and fittings thereof, elevations and façade forming part of the Common Areas and Facilities but excluding windows and window frames except those situated in the Common Areas and Facilities PROVIDED THAT the Manager shall have the power (but the Manager is not obliged to) at the expense of the Owner concerned to replace broken window glass if any such shall be broken and remain unreplaced for seven (7) days (except in emergency) after the Manager shall have served a notice on the Owner or occupier of the Unit concerned requiring him to replace the same;

(h) To choose from time to time the colour and type of façade of the Development, including that of the Residential Units;

(i) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;

(j) To keep all the Common Areas and Facilities in good condition and working order and to extend or improve existing facilities or provide additional facilities as the Manager shall at its reasonable discretion deem necessary or desirable (PROVIDED THAT except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the Manager will not carry out any improvement or provision of additional facilities or services which involves expenditure in excess of 10% of the current annual management budget) and to keep the fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;

(k) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of any public

roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Land or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;

(l) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Development and the Common Areas and Facilities at such intervals as the same may reasonably require to be done;

(m) To replace any glass in the Common Areas and Facilities that may be broken;

(n) To keep the Common Areas and Facilities well lighted and in a tidy condition;

(o) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;

(p) To prevent refuse from being deposited on the Development or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Development (excluding the Government Accommodation) and arrange for its disposal at such regular intervals and to maintain either on or off the Development refuse collection facilities to the satisfaction of the Food and Environmental Hygiene Department;

(q) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;

(r) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Development or any part thereof;

(s) To provide and maintain as the Manager deems reasonably necessary security force, watchmen, porters, caretakers, closed circuit T.V. system and burglar alarms and other security measures in the Development at all times;

(t) Subject to sub-clause (bbb) of this Clause, to maintain and operate or contract for the maintenance and operation of the communal radio or television aerials, or cable television system (if any) which serve the Development;

(u) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or any thing in or on the Development or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Grant and to demand and recover from the Owner by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damages caused thereby to the satisfaction of the Manager;

(v) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Development necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Land and the Development of all legal proceedings relating to the Land and the Development (except proceedings relating to the rights or obligations of individual Owners) and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Land and the Development or the management thereof, and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Director of Lands or other competent authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;

(w) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Land and the Development in any manner in contravention of the Government Grant or this Deed;

(x) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Development of any provisions of the Government Grant or this Deed;

(y) To prevent any person detrimentally altering or injuring any part or parts of the Development or any of the Common Areas and Facilities thereof;

(z) To prevent any person from overloading the floors of the Development or any part or parts thereof;

(aa) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;

(bb) To have the sole right to represent all the Owners (excluding FSI and GPA) in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Land and the Development as a whole or the Common Areas and Facilities with power to bind all Owners (excluding FSI and GPA) as to any policy adopted or decision reached or action taken in relation to any such dealings;

(cc) To enter into contracts and to engage, appoint, employ, remunerate and dismiss consultants, other professional property management companies, contractors, agents or sub-managers to perform and carry out management works of the Land and the Development or any part thereof on such terms and conditions as the Manager deems fit, PROVIDED THAT the Manager shall not transfer or assign its rights duties or obligations under this Deed to any such persons and such persons shall remain responsible to the Manager. For

the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the whole Development;

(dd) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants to give advice to the Manager and work on all matters related to the management of the Land and the Development and the performance of the Manager's powers and duties hereunder and to recruit and employ such workmen, servants, watchmen, caretakers, clubhouse staff, management staff, clerical staff, accountants, gardeners and other staff and attendants as may from time to time be necessary to enable the Manager to perform any of its powers and duties in accordance with this Deed on such terms as the Manager shall in its reasonable discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;

(ee) To enforce the due observance and performance by the Owners of the terms and conditions of the Government Grant and this Deed and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;

(ff) To require all Owners or occupiers of the Units maintain the Units owned or occupied by them in a satisfactory manner;

(gg) To post the number of the Unit whose Owner or occupant is in default or in breach of the terms and conditions of this Deed together with particulars of the default or breach on the public notice boards of the Development;

(hh) Subject to the prior approval by a resolution of the Owners at an Owners' Meeting convened under this Deed and subject to the Government Grant, to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities PROVIDED THAT any benefit thereof shall accrue to the Owners and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises; and the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from his Unit and any payment received shall be credited to the Special Fund;

(ii) Subject to the prior approval by a resolution of the Owners at an Owners' Meeting convened under this Deed, to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, and other installations, fittings, chambers, and other equipment and structures within the Land which the Manager shall in its absolute discretion deem appropriate PROVIDED THAT any benefit thereof shall accrue to the Owners and on

behalf of the Owners to obtain a grant of similar easements and rights from owners or managers of neighbouring land; and the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from his Unit and any payment received shall be credited to the Special Fund;

(jj) To deal with all enquiries, complaints, reports and correspondence relating to the Development as a whole;

(kk) Subject to the approval of the Owners' Committee, to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall reasonably think fit

PROVIDED THAT:-

(1) such use shall not be in breach of the Government Grant and

(2) the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from such Unit; and

(3) the exercise of this right shall not interfere with the Owners' enjoyment of the Common Areas and Facilities; and

(4) all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed;

(ll) To prohibit and restrict the keeping of any bird or animal in a Unit if, in the opinion of the Manager, such bird or animal is causing a nuisance or disturbance to other Owners or occupiers of the Development or if the same has been the cause of reasonable written complaints of other Owners or occupiers of at least two Units of the Development;

(mm) To provide such Christmas, Chinese New Year and other festive decorations, to organize such festive celebrations or activities for the Development and to host festive events or banquets within or outside the Development as the Manager shall in its reasonable discretion consider desirable;

(nn) From time to time with the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed) to make, revoke or amend the Development Rules as it shall deem appropriate which shall not be inconsistent with this Deed, the Building Management Ordinance or the Government Grant PROVIDED THAT the Development Rules shall not adversely affect or interfere with the use, operation and enjoyment of the Government Accommodation;

(oo) Subject as otherwise provided in this Deed to give or withhold its written consent or approval to anything which requires its written consent or approval

pursuant to this Deed but the Manager shall not unreasonably withhold its consent or approval, and to impose conditions or additional conditions PROVIDED THAT other than a reasonable administrative fee, the Manager shall not charge any fee for issuing the consent or approval and such fee shall be credited to the Special Fund;

(pp) To convene such meetings of the Owners or of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;

(qq) To do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Development for the better enjoyment or use of the Development by its Owners occupiers and their licensees PROVIDED THAT any improvement to facilities or services which involves expenditure in excess of 10% of the current annual management budget shall be subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed;

(rr) Subject to the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, in the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities to surrender the same or any part thereof to the Government and the Manager is HEREBY APPOINTED the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose including matters relating to payment of compensation

PROVIDED THAT:-

(1) any benefit or monetary compensation so obtained shall be used for the common benefit of all the Owners and be credited into the management funds, as the case may be; and

(2) the exercise of the rights shall not interfere with the Owners' rights to hold, use, occupy and enjoy their Units nor impede access to their Units;

(ss) Subject to the prior approval by a resolution of the Owners at an Owners' Meeting convened under this Deed and subject to the Government Grant, to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion think fit PROVIDED THAT any such easements, quasi-easements, rights, privileges and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict the access to and from any such part of the Development and all income arising therefrom shall form part

of the Special Fund and be dealt with in accordance with the provisions of this Deed;

(tt) Subject to the prior approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed) :-

(i) to make rules and regulations governing the use of the Club House; and

(ii) to let, hire, lease or license all or any part of the Club House to any person for the purpose of operating the same for such period and on such conditions as the Manager shall in its discretion think fit,

PROVIDED THAT all income deriving therefrom shall become part of the management funds and shall not be used other than for the purpose of the maintenance, operation, repair and improvement of the Club House and the facilities therein and that any deficit in the operation of the Club House or any part thereof shall be charged to the management funds for the Residential Common Areas and Facilities;

(uu) (i) If the Manager thinks so desirable, to provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas and Facilities as it may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. In such event, the Manager shall ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall also maintain the facilities so provided in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development;

(ii) To organize any activities as the Manager may consider appropriate to promote the environmental awareness of the Owners and occupiers of the Development and to encourage them to participate in such activities with a view to improving the environmental conditions of the Development;

(iii) To organize environmental or recycling activities or initiatives through the collaboration or engagement of contractors;

(iv) Subject to the provisions of this Deed, to make Development Rules to require the Owners and occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes;

(vv) To take all steps necessary or expedient for complying with the Government Grant and any Government requirements concerning the Development or any part thereof;

(ww) To engage qualified personnel to inspect or carry out structural, building, condition or other surveys of the Development or any part thereof including the drains and channels within or outside the Land serving the Development as and when the Manager deems necessary or desirable;

(xx) To maintain all areas, open spaces and other facilities as are required to be maintained under the provisions of the Government Grant;

(yy) To implement the Fire Safety Management Plan and to issue any guideline or direction from time to time relating to its implementation including the carrying out (at the cost and expense of the relevant Owner) of annual inspection of the fire safety provisions within the Residential Units with Open Kitchen in accordance with the Fire Safety Management Plan;

(zz) To engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition the Slope Structures as required by the Government Grant in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the maintenance manual for the Slope Structures and with such other guidelines issued from time to time by appropriate Government departments regarding the maintenance of slopes, retaining walls and related structures and to carry out any necessary works in relation thereto and to collect from the Owners in proportion to the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) allocated to their parts of the Land and the Development such additional sums (in case of insufficient management funds) from time to time to cover all costs lawfully incurred or to be incurred in carrying out such maintenance and repair PROVIDED THAT the Manager (which for this purpose shall include the Owners' Corporation) shall not be personally liable for carrying out such maintenance and repair works, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect all costs so incurred or to be incurred from all Owners;

(aaa) To enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the terms and conditions of this Deed, any relevant Sub-Deed and the Development Rules made hereunder, and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof;

(bbb) To enter into contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network

services for the Development PROVIDED THAT such contracts to be entered into by the Manager shall be subject to the following conditions:-

(i) the term of the contract will not exceed three (3) years;

(ii) the right to be granted under the contract must be non-exclusive and 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;

(ccc) If the Manager shall in its discretion deem fit to operate or contract for the operation of shuttle bus services for the use and benefit of the Owners and residents for the time being of the Development whether on its own or together with the manager and/or owners of other neighbouring premises and during such times and at such intervals and to such destinations as the Manager may think appropriate and to charge the users of the shuttle bus services such fares as the Manager may think reasonable PROVIDED THAT the prior written approval of the Owners' Committee or the Owners' Corporation, if formed, is obtained for the exercise of the right under this sub-clause and any fares collected hereunder shall be credited to the management funds;

(ddd) To provide or procure to provide value-added services, such as, car hiring services, organizing events and activities, lending first-aid kits and other tools and keeping of parcels at its discretion to the Owners and/or occupiers of the Development;

(eee) In respect of any roof and/or flat roof forming part of a Residential Unit, the Manager shall have the right at all times on prior reasonable notice (except in case of emergency) to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the roof and/or flat roof or the parapet walls of the roof and/or flat roof as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management (collectively referred to in this Deed as the "**gondola**" which expression shall include all jibs, brackets, hinges, posts or other related equipment):-

(i) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior (other than such part or parts the exclusive right to use is vested in an Owner) of the Development, and

(ii) to remain temporarily over and/or on the said airspace for such period as may be necessary

for the purpose of inspecting, rebuilding, repairing, renewing, maintaining,

cleaning, painting or decorating all or any part of the Common Areas and Facilities and/or the Development

PROVIDED THAT:-

(1) the use and enjoyment by the Owner of the Residential Unit shall not affected or prejudiced thereby; and

(2) the Manager shall at its own costs and expense make good any damage caused thereby and ensure that the least disturbance is caused and shall be liable for negligence or wilful or criminal acts of the Manager, its staff, employees, contractors or workmen; and

(fff) To do all such other things as are reasonably incidental to the management of the Land and the Development.

5.2 Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have power:-

(a) To ban vehicles or any particular category of vehicles from the Land or any particular parts thereof either generally or during certain hours of the day or night

PROVIDED THAT:-

(i) the power to ban vehicles shall not apply to the Public Transport Interchange; and

(ii) the right of the Owners of Residential Car Parking Space, Residential Motor Cycle Parking Spaces, Commercial Car Parking Spaces and Commercial Motor Cycle Parking Spaces to the proper use and enjoyment of such parking spaces in accordance with the provisions of the Government Grant and these presents shall not be affected;

(b) To remove and impound any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or which Owner has defaulted in paying parking fees (if any) or which Owner or driver is in breach of the Car Parking Rules and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the Owner thereof;

(c) To impose charges for any such removal and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees.

(d) To charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris (if any) PROVIDED THAT such charges shall be paid into the management funds;

(e) To charge the Owners for reasonable administrative fee in approving their fitting out, decoration or construction plans submitted for approval by the Manager in accordance with the provisions of this Deed and Development Rules. The Manager shall not charge any fee for giving such approval (which shall not be unreasonably withheld) other than the reasonable administrative fee mentioned in this sub-clause, and such fee must be credited into the Special Fund;

(f) To charge the Owners for the use of water supplied otherwise than through the individual meters of the Owners at such rates as are from time to time determined by the Manager provided such charges shall be paid into the management funds;

(g) From time to time to make rules and regulations governing the supply and use of fresh and sea water to all parts of the Development, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by the Government;

(h) To manage, repair, upkeep, maintain and to keep well-lighted the Common Areas and Facilities and to manage and maintain such other areas or drains and channels whether within or outside the Land that are required to be maintained under the Government Grant;

(i) Subject to the approval of the Owners' Committee (if already formed) or the Owners' Corporation (if formed), to charge a prescribed fee for entry into and/or use of the Club House, the Visitor Car Parking Spaces, the Residential Loading and Unloading Spaces or any part thereof PROVIDED THAT all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities; and

(j) To maintain, manage and repair the Items, the Green Area, the Green Area Structures, the Pink Hatched Blue Area and the Pink Hatched Blue Area Structures in accordance with this Deed and the Government Grant and to demolish and remove the Pink Hatched Blue Area Structures in accordance with the Government Grant.

5.3 The Manager shall have power to enter with or without workmen, contractors, public officers and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into all parts of the Development including all parts of any Unit (excluding the Government Accommodation) for the purposes of:-

(i) effecting necessary repair, replacement, maintenance and cleaning to any part or parts of the Development or the Common Areas and Facilities or for the exercise and carrying out of any of its powers under the provisions of this Deed;

(ii) replacing, repairing and maintaining any of the fresh or sea water mains and pipes serving any part of the Land whether or not the same belong exclusively to any Unit;

(iii) inspecting the toilets and the sanitary provisions therein for leakage;

(iv) inspecting, repairing, replacing and maintaining the sprinkler system, fire fighting equipment or door hold open device forming part of the Common Areas and Facilities for compliance with the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder;

(v) inspecting repairing, replacing and maintaining the lifts, lift doors, lift control panels, access card system and their ancillary provisions forming part of the Common Areas and Facilities for the compliance with the Lifts and Escalators Ordinance (Cap. 618) or any by-laws or regulations made thereunder

PROVIDED THAT the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby at its own costs and expense and shall be liable for any act or omission involving criminal liability, dishonesty or negligence or any wilful acts on the part of the Manager or its employees, agents or contractors.

5.4 The Common Areas and Facilities shall be under the exclusive control of the Manager who is hereby appointed to act as agent for and on behalf of all Owners duly authorised in accordance with the provisions of this Deed in respect of any matter concerning the Common Areas and Facilities.

5.5 All acts and decisions of the Manager reasonably 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.

5.6 (a) Subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), the Manager shall have power from time to time to make, revoke and amend Development Rules regulating the use, occupation, maintenance and environmental control of the Land and the Development, the Common Areas and Facilities, protection of the environment of the Development and implementation of waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such Development Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the Development Rules from time to time in force shall be posted on the public notice boards of the Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges.

(b) Such Development Rules shall be supplementary to the terms and conditions contained in this Deed and must not in any way conflict with such terms and conditions. In case of inconsistency between such Development Rules and the terms and conditions of this Deed the terms and conditions of this Deed shall prevail. The Development Rules and any amendments thereto must not be inconsistent with or contravene the Building Management Ordinance or the Government Grant and shall not adversely affect or interfere with the use, operation and enjoyment of the Government Accommodation.

(c) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from any non-enforcement of such Development Rules or non-observance thereof by any third party.

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

5.8 (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 or such other sum in substitution therefor as the Authority 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.

(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 management budget or such other percentage in substitution therefor as the Authority may specify by notice in 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; 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; 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 the 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 (c) would be required to be procured by invitation to tender (referred to in this sub-clause (c) as "**relevant supplies, goods or services**")

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

(1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and

(2) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or

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

(1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and

(2) the Owners decide by a resolution of the Owners passed at a meeting of the 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.

5.9 Notwithstanding anything in this Deed, the powers and duties of the Manager shall be subject to the rights and privileges of FSI and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to FSI in this Deed and the Government Grant.

SECTION VI

6. Exclusions and Indemnities

6.1 The Manager shall not be liable to the Owners' Committee or the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed or the instructions from the Owners' Committee or the Owners, not being an act or omission involving criminal liability, dishonesty or negligence on the part of the Manager, its employees, agents or contractors, and no Owner shall be required to indemnify the Manager or its employees, agents or contractors from and against any action, claim etc. arising out of any such act or omission. Without in any way limiting the generality of the foregoing, the Manager shall not be held liable for any damage, loss or injury caused by or in any way arising out of

(a) any defect in or failure or breakdown of the lifts, fire and security services equipment, air-conditioning plants and other facilities (if any) or the Common Areas and Facilities of or in the Development, or

(b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development, or

(c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Development, or

(d) the activity of termites, cockroaches, rats, mice or other pests or vermin, or

(e) theft, burglary or robbery within the Development;

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

6.2 Each Owner shall be responsible for and shall indemnify the Manager and the 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 any occupier of any Unit of which he has the exclusive use or any person using such Unit with his consent express or implied or by, or through, or in any way owing to the fire, overflow of water or leakage of electricity or gas therefrom PROVIDED THAT where the Government Accommodation or any part thereof is open to the public, the Owner of the Government Accommodation shall not be responsible for any act or negligence of any member of the public occupying or using such Government Accommodation or any part thereof.

6.3 Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers against the acts and omissions of all persons occupying any Unit of which he has the exclusive use with his consent, express or implied, and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Development or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons PROVIDED THAT where the Government Accommodation or any part thereof is open to the public, the Owner of the Government Accommodation shall not be responsible for any act or negligence of any member of the public occupying or using such Government Accommodation or any part thereof. In the case of loss or damage which the Manager is empowered by these presents to make good or repair, such costs, charges and expenses shall be recoverable by the Manager and in the case of loss or damage suffered by other Owners or occupiers for which the Manager is not empowered by these presents or for which the Manager has in its reasonable discretion elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

SECTION VII

7. Owners' Committee

7.1 As soon as practicable but not later than nine (9) months from the date of this Deed, the Manager shall convene a meeting of the Owners (and to call further and subsequent meetings if required) to establish an Owners' Committee and appoint a chairman thereof or to appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance.

7.2 The Owners' Committee shall consist of 9 members, provided that in the appointment or election of the members to the Owners' Committee:-

(a) 6 members shall be elected from persons who are Owners of the Residential Units;

(b) 1 member shall be elected from the Owners of the Commercial Accommodation;

(c) 1 member shall be elected from the Owners of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces; and

(d) 1 member shall be the Owner of the Government Accommodation.

7.3 The functions of the Owners' Committee shall include the following :-

(a) the representing of the Owners in all dealings with the Manager;

(b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;

(c) the reviewing of the annual budget and revised budget prepared by the Manager;

(d) the approval of the Development Rules made from time to time by the Manager;

(e) to elect a manager to take the place of the Manager in accordance with the provisions of Clause 4.2 hereof; and

(f) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of these presents.

7.4 Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner shall be eligible for membership of the Owners' Committee. 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.

7.5 A member of the Owners' Committee shall retire from office at every alternate annual meeting following his appointment but shall be eligible for re-election but subject to this he shall hold office until :-

(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 meeting of Owners at which he stands for re-election; or

(c) he becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or

(d) he becomes incapacitated by physical or mental illness or death; or

(e) he is removed from office by resolution of a duly convened extraordinary general meeting convened under Clause 7.16.

In any of the events provided for in sub-clauses (a), (c) or (d) the Manager shall convene a meeting of the Owners to fill the casual vacancy thereby created.

7.6 A meeting of the Owners' Committee may be convened at any time by the chairman or any two members of the Owners' Committee PROVIDED THAT one such meeting to be known as the annual meeting shall be held once in each calendar year commencing with the year following the date of this Deed for the purpose of transacting other business of which due notice is given in the notice convening the meeting.

7.7 The person or persons convening the meeting of the Owners' Committee shall, at least seven (7) days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee. Such notice of meeting shall specify (i) the date, time and place of the meeting; and (ii) the resolutions (if any) that are to be proposed at the meeting. Such notice of meeting may be given:-

(a) by delivering it personally to the member of the Owners' Committee; or

(b) by sending it by post to the member of the Owners' Committee at his last known address; or

(c) by leaving it at the member's Unit or depositing it in the letter box for that Unit.

A notice of the meeting shall also be given to the Owner of Government Accommodation by prepaid post or delivered by hand to GPA, Government Property Agency, 31/F, Revenue Tower, 5 Gloucester Road, Wanchai, Hong Kong or such other person and address nominated by FSI in writing.

7.8 The quorum at a meeting of the Owners' Committee shall be 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such

members, whichever is the greater. No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Owners' Committee, shall be dissolved.

7.9 A meeting of the Owners' Committee shall be presided over by :-

(a) the chairman; or

(b) in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting.

7.10 The Manager shall act as the secretary to the Owners' Committee and shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.

7.11 The following provisions shall apply in all meetings of the Owners' Committee :-

(a) All resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed or any Sub-Deed;

(b) A resolution put to the vote of the meeting shall be decided on a show of hands only;

(c) At a meeting of the Owners' Committee, each member present shall have one vote on a resolution put to the vote of the meeting or on a question before the Owners' Committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.

(d) The procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.

(e) Whether or not FSI is a member of the Owners' Committee, FSI shall have the right to attend the meetings of the Owners' Committee.

(f) No resolution of the Owners Committee should adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof.

7.12 The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed not being anything involving criminal liability or dishonesty or negligence by or on the part of any or all of the members of the Owners' Committee, and the Owners shall fully and effectually indemnify the Owners' Committee from and against all

actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deeds, matter or thing done or omitted as aforesaid which does not involve criminal liability, dishonesty or negligence on the part of the Owners' Committee or the members thereof and all costs and expenses in connection therewith.

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

7.14 (a) The Owners' Committee shall cause to be kept records and minutes of :-

(i) the appointment and vacation of appointments of all its members and all changes therein;

(ii) all resolutions and notes of proceedings of the Owners' Committee;

(iii) the members present at all meetings.

(b) Such records and minutes shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on a reasonable notice being given and such Owner shall also be entitled to extracts thereof on paying reasonable charges therefor.

(c) Whether or not FSI is a member of the Owners' Committee, FSI shall have the right to receive notices, agendas and minutes of the meetings of the Owners' Committee free of charge sent by prepaid post or delivered by hand to GPA, Government Property Agency, 31/F, Revenue Tower, 5 Gloucester Road, Wanchai, Hong Kong or such other person and address nominated by FSI in writing.

7.15 Nothing herein contained shall prevent the Owners' Committee from forming sub-committees for the recreation and welfare of the residents of the Development or for community concerns or to co-opt any person eligible under Clause 7.4 who are not members of the Owners' Committee to serve on such sub-committees.

7.16 (a) An extraordinary general meeting of the Owners of the Residential Units may be convened for:

(i) removing from office any member of the Owners' Committee elected by such Owners under Clause 7.2(a); and/or

(ii) electing a new member of the Owners' Committee to replace any member of the Owners' Committee elected by such Owners under Clause 7.2(a) who has:

(1) ceased to be such member under Clause 7.5; or

(2) been removed as provided in paragraph (i) above.

(b) The following shall apply to a meeting referred to in sub-clause (a) above:

(i) The meeting may be convened by the Manager or Owner(s) of not less than 5% of the Undivided Shares allocated to the Residential Units.

(ii) No business shall be transacted at such a meeting unless a quorum is present when the meeting proceeds to business. The quorum at such a meeting shall be 10% of the Owners of the Residential Units. For the purpose of this paragraph, the reference to "10% of the Owners of the Residential Units" shall be construed as a reference to 10% of the number of persons who are Owners of the Residential Units without regard to their ownership of any particular percentage of the total number of Undivided Shares allocated to the Residential Units and not be construed as the Owners of 10% of the Undivided Shares allocated to all Residential Units. Notwithstanding the above, if all Residential Units are owned by one Owner, such Owner (present in person or by proxy) shall constitute the quorum.

(iii) The Owner elected as chairman at such a meeting shall be the chairman of the meeting.

(iv) Resolutions in the meeting shall be passed by a simple majority of votes of the Owners of the Residential Units present in person or by proxy and voting Provided That if all Residential Units are owned by one Owner, the vote(s) of that Owner shall be sufficient to pass the resolution concerned. In the case of equality of votes, the chairman of the meeting shall have a second or casting vote.

(v) Subject to paragraphs (i) to (iv) above, the provisions of Clause 8 shall apply, mutatis mutandis, to such a meeting.

(c) An extraordinary meeting of the Owners of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces may be convened for:

(i) removing from office any member of the Owners' Committee elected by such Owners under Clause 7.2(c); and/or

(ii) electing a new member of the Owners' Committee to replace any member of the Owners' Committee elected by such Owners under Clause 7.2(c) who has:

(1) ceased to be such member under Clause 7.5; or

(2) been removed as provided in paragraph (i) above.

(d) The following shall apply to a meeting referred to in sub-clause (c) above:

(i) The meeting may be convened by the Manager or Owner(s) of not less than 5% of the Undivided Shares allocated to the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces.

(ii) No business shall be transacted at such a meeting unless a quorum is present when the meeting proceeds to business. The quorum at such a meeting shall be 10% of the Owners of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces. For the purpose of this paragraph, the reference to "10% of the Owners of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces" shall be construed as a reference to 10% of the number of persons who are Owners of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces without regard to their ownership of any particular percentage of the total number of Undivided Shares allocated to the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces and not be construed as the Owners of 10% of the Undivided Shares allocated to all the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces. Notwithstanding the above, if all the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces are owned by one Owner, such Owner (present in person or by proxy) shall constitute the quorum.

(iii) The Owner elected as chairman at such a meeting shall be the chairman of the meeting.

(iv) Resolutions in the meeting shall be passed by a simple majority of votes of the Owners of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces present in person or by proxy and voting Provided That if all the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces are owned by one Owner, the vote(s) of that Owner shall be sufficient to pass the resolution concerned. In the case of equality of votes, the chairman of the meeting shall have a second or casting vote.

(v) Subject to paragraphs (i) to (iv) above, the provisions of Clause 8 shall apply, mutatis mutandis, to such a meeting.

7.17 (a) Subject to sub-clauses (b) and (c) below, the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK$200,000 or such other sum in substitution therefor as the Authority 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.

(b) Subject to sub-clause (c) below, the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to twenty per cent (20%) of the annual management budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in 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; 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 convened under the Building Management Ordinance, 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; 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 the 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 (c) would be required to be procured by invitation to tender (referred to in this sub-clause (c) as the "**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 the 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.

(d) Notwithstanding other provisions in this Deed, except with the prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the Owners' Committee shall not carry out any improvements to facilities or services which involve expenditure in excess of ten per cent (10%) of the current annual management budget.

SECTION VIII

8. Meeting of Owners

8.1 From time to time as occasion may require there shall be meetings of the Owners for the time being of the Undivided Shares to discuss and decide matters concerning the Development and in regard to such meetings the following provisions shall apply :-

(a) A meeting of Owners may be convened by :-

(i) the Owners' Committee;

(ii) the Manager; or

(iii) an Owner appointed to convene such a meeting by the Owners of not less than 5% of the Undivided Shares in aggregate.

(b) The person convening the meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify:-

(i) the date, time and place of the meeting; and

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

(c) The notice of meeting referred to in sub-clause (b) above may be given -

(i) by delivering it personally to the Owner;

(ii) by sending it by post to the Owner at his last known address; or

(iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.

(d) The quorum at a meeting of Owners shall be 10% of the Owners. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. For the purposes of this sub-clause, the reference in this sub-clause to "**10% of the Owners**" shall :-

(i) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Land and the Development were divided; and

(ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate.

(e) A meeting of Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under sub-clause (a)(ii) or (iii) above, the person convening the meeting.

(f) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.

(g) At a meeting of Owners :-

(i) an Owner shall have one vote in respect of each Undivided Share he owns;

(ii) an Owner may cast a vote personally or by proxy;

(iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast -

(A) by a proxy jointly appointed by the co-Owners;

(B) by a person appointed by the co-Owners from amongst themselves; or

(C) if no appointment is made under sub-sub-clause (iii)(A) or (B), either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;

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

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

(h) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, and

(A) shall be signed by the Owner; or

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

(ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under sub-

clause (a)(ii) or (iii) above, the person convening the meeting at least 48 hours before the time for the holding of the meeting.

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

(i) The procedure at a meeting of Owners shall be as is determined by the Owners.

(j) Save as otherwise herein provided any resolution on any matter concerning the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners of the Development Provided as follows:-

(i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.

(ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.

(iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed or any Sub-Deed.

(iv) No resolution shall adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof.

(v) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers of the Manager.

(vi) A resolution may be passed to dismiss the Manager by giving the Manager not less than three (3) months' notice in writing or in lieu of such notice, with an agreement to be made with the Manager for the payment to the Manager of a sum equal to the amount of remuneration which would have accrued to him during that period, but no such resolution shall be valid unless such resolution is passed by the Owners of not less than 50% of the total number of Undivided Shares in the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities).

(vii) For the purposes of paragraph (vi) above only:-

(A) only the following persons shall be entitled to vote: (1) the Owner of the Government Accommodation and (2) the Owners

of Undivided Shares who pay or who are liable to pay the management contribution relating to those Undivided Shares; and

(B) the reference in the said paragraph (vi) to "**the Owners of not less than 50% of the total number of Undivided Shares**" shall be construed as a reference to the Owners of not less than 50% of the total number of Undivided Shares who are entitled to vote.

(k) Notwithstanding the provisions of Clause 7.11(a) and sub-clause (j) above, no resolution in respect of any of the matters hereinafter referred to shall be valid unless such resolution is passed by the Owners of not less than seventy-five per cent (75%) of the total number of Undivided Shares in the Development namely, a resolution to rebuild or redevelop the Development otherwise than in accordance with Clause 9.1 of this Deed.

(l) Without affecting the provisions herein contained requiring certain matters to be decided only by resolutions passed by the Owners holding not less than seventy-five per cent (75%) of the total number of Undivided Shares in the Development, a resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than one half of the total number of Undivided Shares in the Development shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.

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

(n) For the avoidance of doubt and notwithstanding anything to the contrary abovementioned, the person in whom the Undivided Shares allocated to the Common Areas and Facilities are vested as trustee for all the Owners shall have no voting right in respect of such Undivided Shares in any meeting whether under this Deed, the Building Management Ordinance or otherwise and such Undivided Shares shall not be taken into account in determining the quorum of any meetings or for determining the total number of Undivided Shares in the Development referred to in this Section VIII and such Undivided Shares shall not carry any liability to pay charges under this Deed.

SECTION IX

9. Extinguishment of Rights

9.1 In the event of the whole or any part of the Development being so damaged by fire, typhoon, earthquake, subsidence or other cause rendering it substantially unfit for habitation or use or occupation, (a) the Owners' Committee (b) the Manager or (c) the Owners of the Development holding not less than 75% of the Undivided Shares allocated to that damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall convene a meeting of the Owners of such damaged part of the Development and such meeting may resolve by a seventy-five per cent (75%) majority of the Owners present in person or by proxy holding not less than seventy-five per cent (75%) of the total Undivided Shares of such damaged part (excluding the Undivided Shares allocated to the Common Areas and Facilities) and voting that by reason of insufficiency of insurance money or changes in building law or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild such damaged part of the Development then in such event the Undivided Shares representing such damaged part of the Development 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 former Owners. All insurance money received in respect of any policy of insurance on such damaged part of the Development shall likewise be distributed amongst such former Owners. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of the relevant damaged part of the Development.

PROVIDED ALWAYS THAT if it is resolved to reinstate or rebuild such damaged part of the Development, the Owners of such damaged part of the Development shall pay the excess of the cost of reinstatement or rebuilding of the relevant damaged part of the Development over and above the proceeds recoverable from the insurance of such damaged part of the Development 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 damaged part of the Development and be recoverable as a civil debt. The resolution is to be binding upon all the Owners of the damaged part of the Development.

9.2 The following provisions shall apply to a meeting convened as provided in Clause 9.1 hereof:-

(a) The person convening such meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify:

(i) the date, time and place of the meeting; and

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

(b) The notice of meeting referred to in sub-clause (a) shall be posted on the public notice boards of or a prominent place in the Development and if possible, may be given :

(i) by delivering it personally to the Owner;

(ii) by sending it by post to the Owner at his last known address; or

(iii) by leaving at the Owner's Unit or depositing it in the letter box for that Unit.

(c) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five per cent (75%) of the total number of Undivided Shares of the part of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) so affected in question shall be a quorum.

(d) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week at the same place, and if at such adjourned meeting a quorum be not present the Owners present shall be deemed to constitute a quorum.

(e) The Chairman of the Owners' Committee or the person convening such meeting shall be the chairman of the meeting.

(f) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof.

(g) At such meeting of the Owners :

(i) an Owner shall have one vote in respect of each Undivided Share he owns;

(ii) an Owner may cast a vote personally or by proxy;

(iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of that Undivided Share may be cast :

(1) by a proxy jointly appointed by the co-Owners;

(2) by a person appointed by the co-Owners from among themselves; or

(3) if no appointment is made under this sub-clause (g)(iii)(1) or (2), either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners.

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

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

(h) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, and

(1) shall be signed by the Owner; or

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

(ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or the person convening the meeting at least 48 hours before the time for the holding of the meeting.

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

(i) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of votes of such Owners present in person or by proxy and voting in proportion to the number of Undivided Shares in the relevant part of the Development so affected in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) held at such meeting shall be binding on all the Owners of the damaged part of the Development PROVIDED as follows:-

(i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;

(ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;

(iii) no resolution shall be valid if it is contrary to the provisions of this Deed.

(j) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being not less than seventy-five per cent (75%) of the Undivided Shares allocated to the part of the Development so affected in

question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.

SECTION X

10. Miscellaneous Provisions

10.1 (a) No provision of this Deed shall contradict, overrule or fail to comply with the provisions of the Building Management Ordinance and the Schedules thereto.

(b) No provision of this Deed shall conflict with or is in breach of the conditions of the Government Grant.

(c) All Owners (including the First Owner) shall comply with the terms and conditions of the Government Grant in so long as they remain as Owners and the Manager shall comply with the terms and conditions of the Government Grant so long as it remains as the Manager.

10.2 Each Owner shall on ceasing to be the Owner of any Undivided Share and the Unit enjoyed therewith notify the Manager of such cessation and of the name and address of the new Owner within one (1) month from the date of the relevant assignment and such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date on which he ceases to be the Owner.

10.3 No person shall, after ceasing to be the Owner of any Undivided Share, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share and the Unit held therewith save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term and condition prior to his ceasing to be the Owner thereof.

10.4 There shall be public notice boards (which may be in electronic form) at such prominent places in the Development as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the Development Rules from time to time in force and all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for seven (7) consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.

10.5 (a) Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same

(b) Where notice is to be given to an Owner who is a company, such notice may also be served at its registered office or last known place of business in the

Hong Kong Special Administrative Region and, if an individual, at his last known address.

(c) All accounts, reports, budgets, notices and demands shall be sent free of charge to the FSI by prepaid post or delivered by hand to GPA, Government Property Agency, 31/F, Revenue Tower, 5 Gloucester Road, Wanchai, Hong Kong or such other person and address nominated by FSI in writing

(d) All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at the registered office of the Manager.

10.6 Each Owner who is not an occupier in the Development shall provide the Manager with an address in the Hong Kong Special Administrative Region for service of notices under the provisions of this Deed.

10.7 (a) The First Owner shall at his own cost provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and the Chinese translation in the management office within one month after the date hereof for inspection by all Owners free of costs and for taking of copies by the Owners at their expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund. In the event of any dispute arising out of the interpretation of the Chinese translation and the English version of this Deed, the English version shall prevail.

(b) The First Owner shall deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (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 Special Fund.

10.8 A copy of plans showing the Common Areas and Facilities certified as to their accuracy by or on behalf of the Authorized Person are annexed to this Deed and shall be prepared by the First Owner and kept at the management office and shall be available for inspection by the Owners during normal office hours free of costs and charges. Whether to be annexed to this Deed or lodged in the management office, the Manager shall provide the Owner of the Government Accommodation with a copy of the common area plans and any amendments that may be made thereto from time to time, free of costs.

10.9 During the existence of an Owners' Corporation, the general meeting of the Owners' Corporation convened under the Building Management Ordinance shall take the place of the meeting of Owners convened hereunder, and where a management committee of the Owners' Corporation is or has been appointed, the management committee of the Owners' Corporation shall take the place of the Owners' Committee hereunder.

10.10 (a) The Schedule of Works and Installations which will require regular maintenance on a recurrent basis is incorporated into this Deed in the FOURTH SCHEDULE hereto.

(b) The First Owner shall at its own cost and expense prepare the first Maintenance Manual for the Works and Installations for the reference of the Owners and the Manager setting out the following details:-

(i) As-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;

(ii) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;

(iii) Recommended maintenance strategy and procedures;

(iv) A lists of items of the Works and Installations requiring routine maintenance;

(v) Recommended frequency of routine maintenance inspection;

(vi) Checklist and typical inspection record sheets for routine maintenance inspection;

(vii) Recommended maintenance cycle of the Works and Installations.

(c) Within one (1) month after the date of this Deed, the First Owner shall deposit a full copy of the first Maintenance Manual for the Works and Installations in the management office for inspection by the Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited into the Special Fund.

(d) (i) The Manager shall on behalf of and at the cost and expense of the Owners inspect, maintain and carry out all necessary works for the Common Areas and Facilities including those part or parts of the Works and Installations forming part of the Common Areas and Facilities.

(ii) The Owners shall at their own costs and expense inspect, maintain and carry out all necessary works for the maintenance of the Development and the Units including those part or parts of the Works and Installations forming part of their Units.

(e) All costs incidental to the preparation of the first Schedule of Works and Installations and the first Maintenance Manual for Works and Installations shall be borne by the First Owner.

(f) The Owners may, by a resolutions passed at an Owners' meeting convened under this Deed, decide on revisions to be made to the Schedule of Works and

Installations and the Maintenance Manual for the Works and Installations as may be necessary (e.g. the addition of works and installations in the Land and the Development, the updating of maintenance strategies in step with changing requirements, etc.) in which event the Manager shall procure a qualified professional or consultant the revised Schedule of Works and Installations and the revised Maintenance Manual for Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.

(g) All costs and expenses of and incidental to the preparation of the revised Schedule of Works and Installations and the revised Maintenance Manual for the Works and Installations shall be paid out of the Special Fund.

(h) The Manager shall deposit the revised Maintenance Manual for the Works and Installations in the management office within one month after the date of its preparation for inspection by the Owners free of charge and taking copies at their own expense and on payment of a reasonable charge. All charges received shall be credited into the Special Fund.

10.11 (a) The Owners shall at their own expense maintain and carry out all works in respect of the Slope Structures in accordance with the "Geoguide 5 – Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Slope Maintenance Manual.

(b) The Manager (which for the purpose of this Clause shall include the Owners' Corporation) is hereby given full authority by the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slope Structures in compliance with the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of the Slope Structures.

(c) The Owners shall be responsible for the payment to the Manager of all costs lawfully incurred or to be incurred by the Manager in carrying out such maintenance repair and any other works in respect of the Slope Structures.

(d) The Manager shall not be personally liable for carrying out these requirements of the conditions of the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, it has not been able to collect the costs of the required works from all Owners.

(e) The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office within one month after the date of this Deed for inspection by the Owners free of charge and taking copies upon payment of reasonable charges. All charges received shall be credited to the Special Fund.

10.12 <u>Green Area</u>

Notwithstanding anything herein contained and until such time as possession of the Green Area shall be redelivered or deemed to have been redelivered to the Government in accordance with the Government Grant, the Manager shall be responsible for the maintenance of the Green Area and the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in accordance with Special Condition No. (5)(a)(iii) of the Government Grant and the Owners shall be responsible for the costs and expenses for the maintenance and repair of the Green Area, the Green Area Structures and other structures thereon or therein as if they were part of the Common Areas and Facilities.

10.13 Pink Hatched Blue Area

Notwithstanding anything herein contained and until such time when the whole of the Pink Hatched Blue Area shall have been surrendered to the Government in accordance with the Government Grant, the Manager shall be responsible for the management, maintenance and repair of the Pink Hatched Blue Area and the Pink Hatched Blue Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in accordance with Special Condition No.(23)(b)(iii) of the Government Grant and the Owners shall be responsible for the costs and expenses for the management maintenance and repair of the Pink Hatched Blue Area, the Pink Hatched Blue Area Structures and other structures thereon or therein as if they were part of the Common Areas and Facilities.

10.14 Open Space A and Open Space B

(a) The Owner of the Commercial Accommodation shall at his own expense upkeep, maintain, repair and manage the Open Space A and the Open Space B together with everything thereon in all respects to the satisfaction of the Director of Lands.

(b) Without prejudice to the generality of sub-clause (a), the Owner of the Commercial Accommodation shall:-

(i) keep the Open Space A open for the use and enjoyment by all members of the public 24 hours a day (or at such other hours as may be approved by the Director of Lands) for all lawful purposes free of charge and without any interruption;

(ii) keep the Open Space B open for the use and enjoyment by all members of the public for all lawful purposes at all times from 9:00 a.m. to 10:00 p.m. (or at such other hours as may be approved by the Director of Lands) free of charge and without any interruption; and

(iii) permit all members of the public to pass and repass on foot or by wheelchair along, to, from, by, through and over the Open Space A and the Open Space B or any part thereof at all times during the opening

hours respectively specified in sub-clauses (b)(i) and (b)(ii) for the purpose of gaining access to the Open Space C; and

(iv) at his own expense and to the satisfaction of the Director of Lands display notices in prominent locations informing the public that the Open Space A and the Open Space B are open to all members of the public and setting out the opening hours and such other relevant information as may be required from time to time by the Director of Lands.

(c) The Owner of the Commercial Accommodation shall be responsible for the maintenance and management of the Open Space A and Open Space B in accordance with Special Condition No.(24)(b) of the Government Grant and the payment of the management and maintenance charges in respect of facilities or service which actually serve the Open Space A and Open Space B.

10.15 Commercial Accommodation (Open Space) and Commercial Common Areas and Facilities (Open Space)

(a) Subject to the rights of the First Owner and the rights of the Owner of the Commercial Accommodation under this Deed, the Owner of the Commercial Accommodation shall keep the Commercial Accommodation (Open Space) open for the use and enjoyment by all members of the public 24 hours a day (or at the opening hours of the Open Space A as may be approved by the Director of Lands) for all lawful purposes free of charge and without any interruption.

(b) Subject to the rights of the First Owner and the rights of the Owner of the Commercial Accommodation under this Deed, the Manager shall keep the Commercial Common Areas and Facilities (Open Space) open for the use and enjoyment by all members of the public 24 hours a day (or at the opening hours of the Open Space A as may be approved by the Director of Lands) for all lawful purposes free of charge and without any interruption.

10.16 Items relating to the Government Accommodation

(a) The Owners (excluding FSI) shall at their own expense and in all respects to the satisfaction of the Director of Lands maintain the Items.

(b) The Items shall be managed and maintained by the Manager. The Owners (excluding FSI) shall indemnify and keep indemnified the Government and FSI 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 of the Manager or the Owners (excluding FSI) to manage or maintain the Items.

10.17 Pedestrian Link

(a) The Owners (excluding FSI as the Owner of the Government Accommodation) shall manage and maintain at their own expenses the Pedestrian Link within the Development Common Areas and Facilities in accordance with Special Condition No. (19)(b) of the Government Grant PROVIDED THAT if any part or parts of the Pedestrian Link shall be within the Commercial Accommodation, the Owner of the Commercial Accommodation shall be solely required to manage and maintain at his own expense such part or parts of the Pedestrian Link within the Commercial Accommodation in accordance with Special Condition No. (19)(b) of the Government Grant.

(b) The Owners (excluding FSI as the Owner of the Government Accommodation) and the Owner of the Commercial Accommodation (as the case may be) shall keep the Pedestrian Link open for the use by all members of the public for passage on foot or by wheelchair 24 hours a day (or such other hours as may be approved by the Director of Lands) free of charge and without any interruption for gaining access from the Footbridge Portion to (i) Hip Wo Street, (ii) the Open Space A, (iii) the Open Space B and (iv) the Government Accommodation and vice versa through the Pedestrian Link.

10.18 No provision in this Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of RCHE or RCHD, or the use of the Land or any part thereof or any building or part of any building erected thereon for the purpose of RCHE or RCHD.

10.19 The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the Units and Common Areas and Facilities and to the Undivided Share or Shares held therewith.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

Allocation of Undivided Shares and Management Shares

Section 1: Summary

Part	Unit / Common Areas and Facilities	Undivided Shares	Management Shares
A.	Residential Units	121,554	121,554
B.	Residential Car Parking Spaces	4,524	4,524
C.	Residential Motor Cycle Parking Spaces	66	66
D.	Commercial Accommodation	22,767	22,767
E.	Government Accommodation	17,140	0
F.	Common Areas and Facilities	4,451	0
	Total:	**170,502**	**148,911**

Section 2: Schedule of Allocation

A. Residential Units

Tower 1

Floor	Unit	Undivided Shares (per Unit)	Management Shares (per Unit)
6/F	A ^	103	103
	B #	79	79
	C ^	73	73
	D #	55	55
	E ^	65	65
	F ^	56	56
	G ^	80	80
	H ^	72	72
	J ^	55	55
	K ^	55	55
	L ^	58	58
	M ^	56	56
7/F – 12/F, 15/F – 23/F, 25/F – 26/F, 28/F – 33/F, 35/F – 43/F, 45/F – 49/F (37 storeys)	A #	101	101
	B #	79	79
	C #	71	71
	D #	55	55
	E #	63	63
	F #	52	52
	G #	77	77
	H #	70	70
	J #	54	54
	K #	53	53
	L #	55	55
	M #	55	55
50/F	A +	157	157
	B *	86	86
	C *	77	77
	E *	68	68
	F *	56	56
	G *	83	83
	H *	77	77
	J *	59	59
	K *	56	56
	L *	59	59
	M *	59	59
	Sub-total:	30,689	30,689

Remark: Tower 4 is not used.
4/F, 13/F,14/F, 24/F, 34/F and 44/F are not used.
Unit I is not used.
27/F is the refuge floor.
^ includes balcony and utility platform thereof and flat roof adjacent thereto.
# includes balcony and utility platform thereof.
* includes balcony and utility platform thereof and roof thereabove.
+ includes balcony and utility platform thereof, flat roof adjacent thereto and roof thereabove.

Tower 2

Floor	Unit	Undivided Shares (per Unit)	Management Shares (per Unit)
6/F	A ^	81	81
	B ^	81	81
	C ^	42	42
	D ^	43	43
	E ^	56	56
	F ^	58	58
	G ^	58	58
	H ^	68	68
	J ^	46	46
	K ^	53	53
	L ^	52	52
	M ^	84	84
	N ^	56	56
7/F – 12/F, 15/F – 23/F, 25/F – 26/F, 28/F – 33/F, 35/F – 43/F, 45/F – 53/F (41 storeys)	A #	80	80
	B #	80	80
	C #	42	42
	D #	43	43
	E #	55	55
	F #	55	55
	G #	55	55
	H #	67	67
	J #	45	45
	K #	51	51
	L #	50	50
	M #	82	82
	N #	56	56
55/F	A *	86	86
	B *	87	87
	C *	45	45
	D *	46	46
	E *	60	60
	F *	60	60
	G @	137	137
	J *	49	49
	K *	55	55
	L *	54	54
	M *	88	88
	N *	60	60
	Sub-total:	32,806	32,806

Remark: Tower 4 is not used.
4/F, 13/F,14/F, 24/F, 34/F, 44/F and 54/F are not used.
Unit I is not used.
27/F is the refuge floor.
^ includes balcony and utility platform thereof and flat roof adjacent thereto.
# includes balcony and utility platform thereof.
* includes balcony and utility platform thereof and roof thereabove.
@ includes balcony thereof, flat roof adjacent thereto and roof thereabove.

Tower 3

Floor	Unit	Undivided Shares (per Unit)	Management Shares (per Unit)
6/F	A #	77	77
	B #	77	77
	C ^	57	57
	D #	42	42
	E #	71	71
	F #	84	84
	G #	35	35
	H ^	51	51
	J ^	47	47
	K ^	54	54
	L ^	55	55
	M #	55	55
7/F – 12/F, 15/F – 23/F, 25/F – 26/F, 28/F – 33/F, 35/F – 43/F, 45/F – 51/F (39 storeys)	A #	77	77
	B #	77	77
	C #	56	56
	D #	42	42
	E #	71	71
	F #	84	84
	G #	35	35
	H #	50	50
	J #	46	46
	K #	53	53
	L #	55	55
	M #	55	55
52/F	A *	84	84
	B *	83	83
	C *	60	60
	D +	145	145
	E *	77	77
	H +	151	151
	L *	60	60
	M *	60	60
	Sub-total:	28,764	28,764

Remark: Tower 4 is not used.
4/F, 13/F,14/F, 24/F, 34/F and 44/F are not used.
Unit I is not used.
27/F is the refuge floor.
^ includes balcony and utility platform thereof and flat roof adjacent thereto.
# includes balcony and utility platform thereof.
* includes balcony and utility platform thereof and roof thereabove.
+ includes balcony and utility platform thereof, flat roof adjacent thereto and roof thereabove.

Tower 5

Floor	Unit	Undivided Shares (per Unit)	Management Shares (per Unit)
6/F	A #	88	88
	B #	31	31
	C #	44	44
	D ^	55	55
	E #	55	55
	F ^	58	58
	G ^	49	49
	H ^	68	68
	J #	36	36
	K #	43	43
	L #	72	72
	M #	75	75
	N #	70	70
7/F – 12/F, 15/F – 21/F (13 storeys)	A #	88	88
	B #	31	31
	C #	44	44
	D #	55	55
	E #	55	55
	F #	56	56
	G #	48	48
	H #	67	67
	J #	36	36
	K #	43	43
	L #	72	72
	M #	75	75
	N #	70	70
22/F – 23/F, 25/F – 26/F, 28/F – 33/F, 35/F – 43/F, 45/F – 49/F (24 storeys)	A #	89	89
	C #	77	77
	D #	55	55
	E #	55	55
	F #	56	56
	G #	48	48
	H #	67	67
	J #	36	36
	K #	43	43
	L #	72	72
	M #	75	75
	N #	70	70
50/F	A #	89	89
	C #	77	77
	D #	55	55
	E #	55	55
	F #	56	56
	G *	52	52
	H *	73	73
	J *	39	39
	K *	46	46
	L *	77	77
	M *	81	81
	N *	76	76
51/F	A &	142	142
	D *	60	60

	E *	60	60
	F *	61	61
	Sub-total:	29,295	29,295

Remark: Tower 4 is not used.
4/F, 13/F,14/F, 24/F, 34/F and 44/F are not used.
Unit I is not used.
27/F is the refuge floor.
^ includes balcony and utility platform thereof and flat roof adjacent thereto.
# includes balcony and utility platform thereof.
* includes balcony and utility platform thereof and roof thereabove.
& includes utility platform thereof, flat roof adjacent thereto and roof thereabove.

B. Residential Car Parking Spaces

Unit	Undivided Share (per Unit)	Management Share (per Unit)
348 Residential Car Parking Spaces	13	13
Total:	**4,524**	**4,524**

C. Residential Motor Cycle Parking Spaces

Unit	Undivided Share (per Unit)	Management Share (per Unit)
33 Residential Motor Cycle Parking Spaces	2	2
Total:	**66**	**66**

D. Commercial Accommodation

Unit	Undivided Share	Management Share
Commercial Accommodation (excluding Open Space A, Open Space B and Commercial Accommodation (Open Space))	22,136	22,136
Open Space A and Open Space B	575	575
Commercial Accommodation (Open Space)	56	56
Total:	**22,767**	**22,767**

E. Government Accommodation

Unit	Undivided Share	Management Share
Public Transport Interchange	14,388	0
Hawker Bazaar	1,388	0
Refuse Collection Point	679	0
Open Space C	685	0
Total:	**17,140**	**0**

F. Common Areas and Facilities

Type	Undivided Share	Management Share
Common Areas and Facilities	4,451	0
Total:	**4,451**	**0**

THE SECOND SCHEDULE ABOVE REFERRED TO

Rights, Privileges and Easements

Part A

1. The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy any part of the Development (in this SECOND SCHEDULE referred to as "**his premises**") shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Government Grant, this Deed, the Development Rules and the rights of the Manager as provided in this Deed and the payment by the Owner of his due proportion of the Management Expenses and Special Fund contributions and any other payments payable pursuant to this Deed:-

   (a) The right to subjacent and lateral support and to shelter and protection from the other parts of the Development SUBJECT as aforesaid;

   (b) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his premises through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through his premises or the Development or any part or parts thereof for the proper use and enjoyment of his premises SUBJECT as aforesaid; and

   (c) The right for any Owner with or without workmen plant equipment and materials at all reasonable times, (i) (in the case of entering all Units and other parts of the Development excluding the Government Accommodation) upon reasonable prior notice except in the case of emergency; and (ii) (in the case of entering the Government Accommodation) subject to prior approval except in case of emergency and such Owner shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation, to enter upon other parts or Units of the Development for the purpose of carrying out any works for the maintenance and repair of his premises including any conducting media exclusively serving the same (such work not being the responsibility of the Manager under this Deed and which cannot be practically carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby SUBJECT as aforesaid. For the purpose of this sub-clause, conducting media means pipes, wires, cables, sewers, drains, water courses, trunking, ducts, flues, gutters, gullies, channels, conduits and other media.

2. In addition to the above rights and privileges, the Owner of each Undivided Share attributable to the Residential Units shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT ALWAYS TO the provisions of the Government Grant, this Deed, the Development Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being, his tenants, servants, agents, lawful occupants and their bona fide visitors (in common with all persons having the like right):-

(a) To go pass or repass over and along and to use the Recreational Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the Development Rules.

3. FSI, its lessees, tenants, licensees and persons authorized by it and the Owners and occupiers for the time being of the Government Accommodation shall have the benefit of the following rights, privileges and easements and the exercise of the following rights, privileges and easements shall not be subject to any permission, approval or consent of the Manager:-

(a) the right of shelter, support and protection for the Government Accommodation;

(b) the right 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, watercourses, cables, pipes, wires and other conducting media now or during the term of the Government Grant laid on or running through any part of the Land and any part of the Development;

(c) the right 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 (hereinafter referred to as the "**Government Accommodation Services**") at any time at its absolute discretion without any charge by 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 Land and serving all those parts of the Development other than the Government Accommodation;

(d) the right to go pass and repass over and along and to use any Common Areas and Facilities and to use and receive the benefit of any Common Areas and Facilities in connection with the proper use and enjoyment of the Government Accommodation or any part thereof;

(e) the right 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 Land or any part thereof or any part of the Development for the purpose of extending or carrying out maintenance, repair, addition and alteration works to the Government Accommodation or any part thereof and maintenance, repair, alteration, diversion, variation, relaying and reinstatement works to the Government Accommodation Services or any part thereof;

(f) the free and uninterrupted rights of way to and from the Government Accommodation or any part thereof as may be required by the Director of Lands;

(g) the exclusive right 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 thereof as FSI shall deem fit and the right of access over the Land or any part thereof or any part of the Development with or without surveyors, contractors, servants, workmen and others and with or without vehicles, plant, equipment, material and machinery for the purpose of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;

(h) the right of access to the lighting conduits, 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) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part 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 Land or any part thereof or any part of the Development with or without surveyors, contractors, servants, workmen and others and with or without vehicles, plant, equipment, machinery and material; and

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

Part B

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

(a) the full right and privilege of the Manager with or without agents, surveyors, workmen and others and with or without equipment and apparatus at all reasonable times (i) (in the case of entering all Units and other parts of the Development excluding the Government Accommodation) upon reasonable notice except in an emergency; and (ii) (in the case of entering the Government Accommodation) subject to prior approval except in case of emergency and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation, to enter into and upon his premises for the purposes of carrying out necessary repairs to or maintenance of the Development or any part or parts thereof or any of the Common Areas and Facilities therein or any other apparatus and equipment

used or installed for the benefit of the Development or any part or parts thereof as part of the amenities thereof or to abate any hazard or nuisance which does or may affect the Common Areas or Facilities or other Owners and the Manager shall at his own costs and expenses repair any damage so caused and shall be liable for any act or omission involving criminal liability, dishonesty or negligence or any wilful acts on the part of the Manager or its employees, agents or contractors;

(b) the full right and privilege of the Manager at all times on prior reasonable notice (except in case of emergency) to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the roof and/or flat roof or the parapet walls of the roof and/or flat roof as may be determined by the Manager the gondola to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities PROVIDED THAT (i) the Manager shall at its own costs and expenses repair any damage caused and shall be liable for the negligent, wilful or criminal acts of the Manager, its employees, contractors and workmen; and (ii) the use and enjoyment by the Owner of the Residential Unit shall not be affected or prejudiced thereby;

(c) the rights of the First Owner set forth in Section III of this Deed;

(d) the rights and privileges equivalent to those set forth in sub-clauses (a), (b) and (c) of Clause l of Part A of this SECOND SCHEDULE;

(e) the right of all members of the public to use the Pedestrian Link within the Common Areas and Facilities for passage on foot or by wheelchair 24 hours a day (or such other hours as may be approved by the Director of Lands) free of charge and without any interruption for gaining access from the Footbridge Portion to (i) Hip Wo Street, (ii) the Open Space A, (iii) the Open Space B and (iv) the Government Accommodation and vice versa through the Pedestrian Link; and

(f) the right of all members of the public to use and enjoy the Commercial Common Areas and Facilities (Open Space) or any part thereof at all times during the opening hours specified in Clause 10.15(b) for all lawful purposes.

2. The following are the rights and privileges subject to which the Owner of the Commercial Accommodation is held:-

(a) the right of all members of the public to pass and repass on foot or by wheelchair along, to, from, by, through and over the Open Space A and the Open Space B or any part thereof at all times during the opening hours respectively specified in Clauses 10.14(b)(i) and 10.14(b)(ii) for the purpose of gaining access to the Open Space C;

(b) the right of all members of the public to use the Pedestrian Link within the Commercial Accommodation for passage on foot or by wheelchair 24 hours a day (or such other hours as may be approved by the Director of Lands) free of charge and without any interruption for gaining access from the Footbridge Portion to (i) Hip Wo Street, (ii) the Open Space A, (iii) the Open Space B and (iv) the Government Accommodation and vice versa through the Pedestrian Link;

(c) at times when access to and egress from the Public Transport Interchange on the Ground Floor by vehicles via the driveway and/or the emergency vehicular access of the Development Common Areas and Facilities from/to Hip Wo Street is blocked due to emergencies, the temporary right of the Owner of the Public Transport Interchange, his bona fide guests, visitors or invitees to use such part(s), driveway and/or emergency vehicular access of the Commercial Accommodation on the Ground Floor and Upper Ground Floor for the purposes of access to and egress from the Public Transport Interchange on the Ground Floor by vehicles from/to Hong Ning Road during such times of emergencies;

(d) at times when access to and egress from the Public Transport Interchange on the First Floor by vehicles via the driveway and/or the emergency vehicular access of the Development Common Areas and Facilities from/to Mut Wah Street is blocked due to emergencies, the temporary right of the Owner of the Public Transport Interchange, his bona fide guests, visitors or invitees to use such part(s), driveway and/or emergency vehicular access of the Commercial Accommodation on the First Floor for the purposes of access to and egress from the Public Transport Interchange on the First Floor by vehicles from/to Hip Wo Street during such times of emergencies;

(e) the right of all members of the public to use and enjoy the Commercial Accommodation (Open Space) or any part thereof at all times during the opening hours specified in Clause 10.15(a) for all lawful purposes; and

(f) the right of the occupiers of the Hawker Bazaar to use such necessary parts of the Commercial Portion free of charge for delivery of goods between the Hawker Bazaar and the Loading and Unloading Space for Hawker Bazaar in accordance with Clause 2.8(d).

THE THIRD SCHEDULE ABOVE REFERRED TO

Covenants, Provisions and Restrictions

1. No Owner shall make any structural alteration to any part of the Development owned by him (including but not limited to the external walls, structure or façade of the Unit owned by him or any installation or fixture therein) which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Development whether in separate or common occupation (in particular the supply of water, electricity, gas or other utilities) nor shall any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Land not being equipment or apparatus for his exclusive use and benefit.

2. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Grant or whereby any insurance on the Development or any part thereof may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.

3. No Owner shall without the prior written consent of the Manager at any time exercise or attempt to exercise any statutory or common law right to partition the Land or the Development or any of the Units.

4. Subject to the provisions of Clause 3.1 of this Deed, no Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Development at any time in the course of construction or the management and the maintenance of the Land and the Development.

5. (a) No Owner (including the First Owner) shall have the right to convert any part of the Common Areas and Facilities to his own use or for his own benefit unless approved by the Owners' Committee. Any payment received for the approval shall be credited to the Special Fund.

   (b) No Owner (including the First Owner) shall have the right to convert or designate any of his own areas to be Common Areas and Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the First Owner) shall have and the Manager shall not have the right to re-convert or re-designate the Common Areas and Facilities to his or its own use or benefit.

6. No part of the Common Areas and Facilities shall be obstructed nor shall any refuse or other matter or things be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or occupiers of any other part of the Development.

7. No Owner shall use or permit or suffer the part of the Development owned by him to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners and occupiers for the time being of the Development.

8. (a) No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Government Grant, the Occupation Permit, this Deed and any Ordinances and Regulations from time to time applicable thereto.

(b) No Owner (excluding FSI) shall use or cause or permit any Unit to be used for industrial or godown purposes or for the purpose of mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Ta Chai (打齋)" or any similar ceremony or as a boarding house, apartment house or for any noisy or offensive trade or business.

(c) No Residential Unit shall be used for any purpose other than for private residential purpose and in particular shall not be used for any form of commercial letting in bed spaces or cubicles.

(d) No Residential Car Parking Spaces shall be used other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation belonging to the residents of the Residential Accommodation and their bona fide guests, visitors or invitees.

(e) No Residential Motor Cycle Parking Spaces shall be used other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation belonging to the residents of the Development and their bona fide guests, visitors or invitees.

(f) No Visitor Car Parking Spaces shall be used other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation belonging to the bona fide guests, visitors or invitees of the residents of the Residential Accommodation.

(g) No Accessible Car Parking Space shall be used other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap. 374 of the laws of Hong Kong), any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the Development and their bona fide guests, visitors or invitees.

(h) The Residential Car Parking Spaces, Residential Motor Cycle Parking Spaces, Visitor Car Parking Spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services and no structure or partitioning shall be erected thereon.

(i) The Residential Loading and Unloading Spaces shall not be used other than for the loading and unloading of goods vehicles in connection with the Residential Accommodation.

(j) The Commercial Loading and Unloading Spaces shall not be used other than for the loading and unloading of goods vehicles in connection with the Commercial Accommodation.

(k) The Loading and Unloading Space for Hawker Bazaar shall not be used other than for the loading and unloading of goods vehicles in connection with the Hawker Bazaar and the Commercial Accommodation.

(l) Except with the prior consent of the Building Authority, the Greenery Areas shall not be used other than as greenery.

PROVIDED THAT subject to Special Condition No.(14) of the Government Grant, the First Owner may use any Unit(s) and such other part(s) of the Development for the purposes of a sales offices and show flats and related marketing activities but shall cause as little disturbance and inconvenience as is reasonably possible to the Owners.

9. No partitioning shall be erected or installed in a Unit which does not leave clear access for fire exits and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.

10. No Owner of the Residential Unit shall erect or place or cause or permit to be erected or placed any advertising sign or other structure on the roof, flat roof, balcony or utility platform forming part of his Residential Unit or any other part thereof and the Manager shall have the right to enter to remove anything erected or placed on the roof, flat roof, balcony or utility platform of his Residential Unit or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.

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

12. No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Residential Unit any advertising or other sign of any description without the previous written approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.

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

14. No Residential Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier.

15. No Owner shall cut, maim, alter, affix, interfere with or in any other way affect any pipes, valves, ducts, lightning conductors, communal television and radio aerial system, and/or cable television system (if any), fixtures or any other installation within any portion of the roofs or flat roofs or external surfaces provided in the Development as part of the Common Areas and Facilities.

16. (a) No Owner shall be entitled to connect any installation to the communal television and radio aerial system and cable television system (if any) forming part of the Common Areas and Facilities except with the permission of the Manager and in accordance with any Development Rules relating to the same.

(b) No Owner shall affix or install his own private aerial outside any part of the Unit or Development.

17. No air-conditioning or other units shall be installed through any window or external wall of the Residential Unit other than at places designated for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Land or the Development. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his Unit in good repair and condition.

18. No Owner (excluding the First Owner, the Owner of the Commercial Accommodation and the Owner of the Government Accommodation) shall erect, install or otherwise affix or allowed to be erected, installed or otherwise affixed any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever on the external surfaces of or extending outside the exterior of his Unit or any part of the Development or be projected from the Development or any part thereof except with the written consent of the Manager who may in its discretion impose conditions to the consent.

19. Subject to the rights of the First Owner, the rights of the Owner of the Commercial Accommodation and the rights of the Owner of the Government Accommodation herein provided, no Owner shall exhibit, display or allow or suffer to be exhibited or displayed on the external parts of any building or structure erected or to be erected on the Land any bill, notice, placard, poster, sign or advertisement whatsoever.

20. No clothing or laundry shall be hung outside the Unit (other than in the spaces specifically provided therefor) or in the Common Areas and Facilities.

21. No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing, cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the roofs, the flat roofs, external walls, balconies of his Unit above parapet height.

22. No Owner of the Residential Unit shall erect or build or suffer to be erected or built on or upon the roof, flat roof, balcony, utility platform or external walls forming part of his Residential Unit or the Development any structure whatsoever either of a permanent or temporary nature.

23. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Development may be clogged or efficient working thereof may be impaired.

24. Not to use water closets and other water apparatus in the Development for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for by the Owner or occupier in whose Unit it shall have been caused.

25. No Owner shall make or cause or permit any disturbing noise in his Unit or do or cause or permit anything to be done which will interfere with the rights, comforts and convenience of other occupants of the Development.

26. Except with the Manager's consent, no bird or animal, other than a reasonable and usual number of normal household pets, shall be kept or harboured in any part of the Development (excluding the Commercial Accommodation and the Government Accommodation). The Manager shall have the right to prohibit and restrict the keeping of any bird or animal in a Unit (excluding the Commercial Accommodation and the Government Accommodation) if, in the opinion of the Manager, such bird or animal is causing a nuisance or disturbance to other Owners or occupiers of the Development or if the same has been the cause of reasonable written complaints of other Owners or occupiers of at least two Units of the Development to the Manager (whose decision on the reasonableness of the complaints shall be final and binding on the Owners). In any event no dogs shall be permitted in the Common Areas and Facilities unless carried or on leash.

27. Not to allow children to play in the Common Areas and Facilities (except such parts of the Club House designed for children) and any damage to or discolouration to decorations in such areas and facilities by children shall be paid for by the Owner or occupier of the Unit in which the child or children concerned reside.

28. No Owner (excluding the First Owner, the Owner of the Commercial Accommodation and the Owner of the Government Accommodation) shall paint the outside of the Development including any part of the Development owned by him, or do or permit to be done any act or thing which may or will alter the façade or external appearance of his Unit or the Development (including any part owned by him) or the colour of the window glass panes and the window frames of his Unit without the prior consent in writing of the Manager.

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

30. Not to allow bicycles, baby carriages, skateboards or similar vehicles to obstruct any Common Areas and Facilities.

31. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise and which shall in the opinion of the Manager be excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.

32. No Owner shall make any alteration to or interfere with the sprinkler system, fire fighting equipment or door hold open device forming part of the Common Areas and Facilities or suffer to be done anything to such sprinkler system, fire fighting equipment or door hold open device which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder. If any extension of such sprinkler heads or smoke detectors of such sprinkler systems or alteration to such fire fighting equipment or door hold open device shall be required by any Owner then such works, subject to the prior approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.

33. (a) Subject to sub-clause (b) below, no Owner shall perform installation or repair works to the electrical wiring from the switch rooms to any part or parts of the Development save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.

(b) The restriction in sub-clause (a) above does not apply to the performance of installation or repair works by the First Owner and/or the Owner of the Commercial Accommodation to the electrical wiring from the switch rooms to any part or parts of the Commercial Accommodation.

34. No Owner shall place on any part of the floors of the Development or in any lifts any article, machinery, goods or merchandise which may cause the maximum floor or lift loading-bearing capacity thereof (as specified on such floor or lift) to be exceeded and in the event of breach of this covenant the Owner in default shall make good any damage caused thereby to that part of the Development or any fixtures and fittings therein.

35. No Owner shall interfere with, damage or cut any tree growing on the Land or adjacent thereto except with the prior written consent of the Director of Lands and in compliance with any conditions that may be imposed by the said Director and each Owner shall be responsible to remedy and indemnify the other Owners in respect of any breach of this Clause including a breach by the occupants of his Unit and their guests or visitors.

36. Every Owner shall pay and discharge all existing and future Government rent (unless the same forms part of the Management Expenses pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of such part of the

Development of which he is the Owner and to indemnify the other Owners from and against all liability thereof.

37. (a) Each Owner shall at its own cost and expense and in compliance with the Government Grant, this Deed and the Development Rules, manage, repair, maintain and upkeep his Unit and all services and facilities installed therein or used in connected therewith.

(b) Subject to the provisions of this Deed, each Owner shall keep and maintain his Unit and all wirings and piping thereto which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances thereto in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or occupiers of any other part or parts of the Land and the Development.

38. Each Owner who has a common wall (including fence, concrete brick wall, parapet wall or similar but excluding party wall between the Residential Units) enclosing the flat roof or roof of his Residential Unit:

(a) shall not use any portion of the wall so as to interfere with the use and enjoyment of the other Owner;

(b) shall not erect any fence or any structure or protrusion (such as spikes or wire) on the wall or on top of the wall without the written consent of the other Owner and the Manager;

(c) shall not alter the external appearance of the wall; and

(d) shall not put structures of any kind (such as fish pond) so near to the wall as to cause leakage of water to the other side of the wall or as to cause the wall to collapse.

If the wall or any portion thereof, except the interior surface of one side, is damaged or injured from any cause other than the act or negligence of either party, it shall be repaired or rebuilt at the joint cost and expense of the Owners who have the right to use the interior surface of it as provided in this Clause.

39. Each Owner shall have the right to use the interior surface of the party walls dividing his Residential Unit from the neighbouring Residential Units. No Owner shall use any portion of such party walls so as to interfere with the use and enjoyment of the other Owners. Except for the interior surface of such party walls which shall be repaired and maintained by the relevant Owner at his sole cost and expense, all such party walls shall be repaired and maintained at the joint cost and expense of the relevant Owners sharing in common such party walls.

40. Except in location (if any) originally provided for the purpose under the Building Plans, no Owner shall build a swimming pool, sauna, whirlpool, hot-tub or jacuzzi

whether portable or otherwise or sink a well in any part of his Unit without the prior written consent of the Manager.

41. Every Owner shall observe and comply with all terms and provisions of the Government Grant and this Deed so long as he remains as owner of an Undivided Share.

42. (a) The Non-enclosed Areas shall only be used as balcony or utility platform (as the case may be) in relation to or in connection with use and enjoyment of the Residential Units for which they are provided;

(b) The design and location of the Non-enclosed Areas under the Building Plans shall not be altered in any way;

(c) The Non-enclosed Areas shall not be enclosed above safe parapet height other than as under the Building Plans;

(d) Each Owner of the Non-enclosed Areas shall (i) at his own cost keep the interior of such Non-enclosed Areas in good and substantial repair and condition and shall use the same in all respects in compliance with the Occupation Permit, the Buildings Ordinance and such other Ordinances, bye-laws and regulations promulgated by the Government from time to time; and (ii) be responsible for the financial support and maintenance of the same; and

(e) In the event of the above covenants being in breach, the Manager, without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owners to remedy the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants including but not limited to the right to enter upon the Residential Units concerned (including the Non-enclosed Areas provided therein) and remove any structures which are installed, exhibited, affixed, erected or attached to the Non-enclosed Areas or the Residential Units which are in breach of the aforesaid covenants. The defaulting Owner shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose.

43. (a) No Owner shall alter, interfere with or remove, or permit or be suffered to be altered, interfered with or removed the relevant part or parts of the Noise Mitigation Measures which form part of his Residential Unit except in accordance with the Building Plans. Each Owner (excluding FSI) shall at his own costs and expenses employ contractors approved by the Manager to carry out repair, maintenance, replacement or reinstatement of the Noise Mitigation Measures which form part of his Residential Unit.

(b) The Maintenance Windows shall be lockable and only be opened for maintenance access by the Owners of the relevant Residential Units only

including but not limited to cleaning of the Maintenance Windows and not for ventilation purpose.

(c) No alteration, addition, replacement or attachment whatsoever shall be made or affixed to or upon the Noise Barriers or any part or parts thereof except with the prior written approval of the Director of Lands.

(d) The Noise Barriers shall not be used for any purpose other than for noise barrier, and except with the prior written consent of the Director of Lands, the Owners shall not use or suffer or allow to be used the Noise Barriers or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever.

44. No Owner (excluding the First Owner, the Owner of the Commercial Accommodation and FSI as the Owner of the Government Accommodation) shall carry out or cause to be carried out any alteration (structural or otherwise), interior fitting out or any construction works whatsoever to any Unit save with the written approval of the Manager which approval shall not be unreasonably withheld, which works shall be carried out in accordance with the Fit-out Rules. The Fit-out Rules may prescribe that the Owner of Residential Unit shall deposit and maintain with the Manager a refundable decoration deposit of HK$5,000 or such other reasonable sum as may be determined by the Manager from time to time as security for the due observance and performance by the Owner of the Fit-out Rules when fitting-out or decorating his Residential Unit. Such decoration deposit shall be refunded by the Manager without interest to the Owner of Residential Unit after the Owner has notified the Manager in writing that the fitting-out or decoration of his Residential Unit has been completed and upon the Manager being satisfied that this is the case.

45. Each Owner of Residential Units with Open Kitchen shall at his own costs and expenses observe and comply with the Fire Safety Management Plan, in particular the provisions set out in the FIFTH SCHEDULE hereto, 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.

46. No grave or columbarium shall be erected or made on the Land, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

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

THE FOURTH SCHEDULE ABOVE REFERRED TO

Schedule of Works and Installations

The major works and installations in the Development (whether forming part of the Common Areas and Facilities or not) requiring regular maintenance on a recurrent basis which include the following:-

(a) structural elements;
(b) external wall finishes and roofing materials;
(c) fire safety elements;
(d) Slope Structures;
(e) plumbing system;
(f) drainage system;
(g) fire services installations and equipment (including but not limited to the fire safety provisions for Open Kitchen);
(h) electrical wiring system;
(i) lift installations;
(j) gas supply system;
(k) window installations;
(l) other major items (e.g. central air-conditioning and ventilation system, escalators etc.)

THE FIFTH SCHEDULE ABOVE REFERRED TO

Provisions relating to the Fire Safety Management Plan

1. An Owner of Residential Unit with Open Kitchen (in this FIFTH SCHEDULE, the "**Relevant Owner**') shall be responsible for maintenance and annual inspection of the fire safety provisions within his Residential Unit at his own costs and expenses.

2. The Relevant Owner shall not:-

   (a) remove or obstruct any smoke detectors provided inside his Residential Unit and at the common lobby outside his Residential Unit;

   (b) remove or obstruct the sprinkler head provided at the ceiling immediately above the Open Kitchen of his Residential Unit; or

   (c) remove the full height wall having a fire resistance rating of not less than -/30/30 adjacent to the exit door of his Residential Unit.

3. The Relevant Owner shall allow the Manager and the registered fire services installation contractor(s) to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into his Residential Unit to carry out (at the cost and expense of the Relevant Owner) annual check and maintenance of the fire safety provisions including but not limited to smoke detectors and sprinkler heads within his Residential Unit.

4. The Relevant Owner shall 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.

5. In the event that the Relevant Owner parts with possession of his Residential Unit, such Owner shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the provisions set out under this FIFTH SCHEDULE, and make it a condition in the relevant agreement (if any).

6. The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the maintenance and annual inspection of the fire safety provisions within the Residential Units with Open Kitchen shall be borne by the Relevant Owners on demand.

SIGNED as a deed and **SEALED** with)
the Common Seal of the **First Owner** in)
accordance with the articles of)
association and **SIGNED** by)
)
)
)
duly authorised by board resolution of)
its directors whose signature(s) is/are)
verified by :-)

SIGNED SEALED and **DELIVERED**)
by the **First Assignee** (Holder of Hong)
Kong Identity Card No. [ ] in)
the presence of:-)

INTERPRETED to the First Assignee by :-

OR (where the First Assignee adopts common seal)

SIGNED as a deed and **SEALED** with)
the Common Seal of the **First Assignee**)
in accordance with the articles of)
association and **SIGNED** by)
)
)
)
in the presence of:-)

OR (where the First Assignee does not adopt common seal)

SIGNED as a deed by)
)
)
)
duly authorized for and on behalf of the)
First Assignee in the presence of:-)

SIGNED as a deed and **SEALED** with)
the Common Seal of the **DMC Manager**)
in accordance with the articles of)
association and **SIGNED** by)
)
)
)
duly authorised by board resolution of)
its directors whose signature(s) is/are)
verified by :-)

LEGEND :

- (I) INDIGO – DEVELOPMENT COMMON AREAS AND FACILITIES
- (Y) YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES
- YELLOW CROSS HATCHED BLACK — YELLOW CROSS HATCHED BLACK – LOADING AND UNLOADING SPACES(S) (RESIDENTIAL COMMON AREAS AND FACILITIES)
- (O) ORANGE – COMMERCIAL ACCOMMODATION
- ORANGE CROSS HATCHED BLACK — ORANGE CROSS HATCHED BLACK – LOADING AND UNLOADING SPACE(S)(COMMERCIAL ACCOMMODATION)
- PINK TRIANGULAR HATCHED BLACK — PINK TRIANGULAR HATCHED BLACK – REFUSE COLLECTION POINT(GOVERNMENT ACCOMMODATION)
- (C) CYAN – DEVELOPMENT CARPARK COMMON AREAS AND FACILITIES
- ORANGE STIPPLED BLACK — ORANGE STIPPLED BLACK – COMMERCIAL ACCOMMODATION
- (LG) LIGHT GREEN – RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
- (R) RED – VISITOR CAR PARKING SPACE(S) (RESIDENTIAL COMMON AREAS AND FACILITIES)
- ORANGE CROSS HATCHED RED — ORANGE CROSS HATCHED RED – COMMERCIAL ACCOMMODATION (LOADING AND UNLOADING SPACE FOR HAWKER BAZAAR)

I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

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PROJECT:	JOB NO:	DRAWING NO.	REV. NO.
URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	31690	DMC-001	(08)
TITLE: B2 BASEMENT FLOOR PLAN	DATE: April 2019	SCALE: 1 : 600 (A3)	

LEGEND :

- I — INDIGO – DEVELOPMENT COMMON AREAS AND FACILITIES
- Y — YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES
- O — ORANGE – COMMERCIAL ACCOMMODATION
- PINK STIPPLED BLACK — PINK STIPPLED BLACK–HAWKER BAZAAR (GOVERNMENT ACCOMMODATION)
- PINK TRIANGULAR HATCHED BLACK — PINK TRIANGULAR HATCHED BLACK – REFUSE COLLECTION POINT(GOVERNMENT ACCOMMODATION)
- C — CYAN – DEVELOPMENT CARPARK COMMON AREAS AND FACILITIES
- LG — LIGHT GREEN – RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
- ORANGE TRIANGULAR HATCHED BLACK — ORANGE TRIANGULAR HATCHED BLACK–[PEDESTRIAN LINK] (COMMERCIAL ACCOMMODATION)
- ORANGE STIPPLED BLACK — ORANGE STIPPLED BLACK – COMMERCIAL ACCOMMODATION
- ORANGE HONEY HATCHED RED — ORANGE HONEY HATCHED RED– COMMERCIAL ACCOMMODATION(OPEN SPACE)
- GREY CROSS HATCHED BLACK — GREY CROSS HATCHED BLACK– COMMERCIAL COMMON AREAS AND FACILITIES(OPEN SPACE)

I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS
19th Floor, Citybase 3, Tallow Shing, Hong Kong
T 2803 6888 F 2513 1728 www.wongtung.com

PROJECT:	JOB NO:	DRAWING NO.	REV. NO.
URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	31690	DMC–002	(07)
TITLE: B1 BASEMENT FLOOR PLAN	DATE: April 2019	SCALE: 1 : 600 (A3)	

INDIGO TRIANGULAR HATCHED BLACK

INDIGO TRIANGULAR HATCHED BLACK–[PEDESTRIAN LINK]
(DEVELOPMENT COMMON AREAS AND FACILITIES)

ORANGE TRIANGULAR HATCHED BLACK

ORANGE TRIANGULAR HATCHED BLACK–[PEDESTRIAN LINK]
(COMMERCIAL ACCOMMODATION)

INDIGO STIPPLED BLACK

INDIGO STIPPLED BLACK –
DEVELOPMENT COMMON AREAS AND FACILITIES

ORANGE HONEY HATCHED RED

ORANGE HONEY HATCHED RED–
COMMERCIAL ACCOMMODATION(OPEN SPACE)

GREY CROSS HATCHED BLACK

GREY CROSS HATCHED BLACK–
COMMERCIAL COMMON AREAS
AND FACILITIES(OPEN SPACE)

LEGEND :

- (I) INDIGO – DEVELOPMENT COMMON AREAS AND FACILITIES
- (Y) YELLOW – RESIDENTIAL COMMON AREAS AND FACILITI
- (O) ORANGE – COMMERCIAL ACCOMMODATION
- PINK CROSS HATCHED BLACK — PINK CROSS HATCHED BLACK – PUBLIC TRANSPORT INTERCHANGE (GOVERNMENT ACCOMMODATION)
- (C) CYAN – DEVELOPMENT CARPARK COMMON AREAS AND FACILITIES
- ORANGE HONEY HATCHED BLACK EDGED BROKEN RED LINES — ORANGE HONEY HATCHED BLACK EDGED BROKEN RED LINES – OPEN SPACE A (COMMERCIAL ACCOMMODATION)
- PINK HONEY HATCHED BLACK EDGED BROKEN RED LINES — PINK HONEY HATCHED BLACK EDGED BROKEN RED LINES – OPEN SPACE C (GOVERNMENT ACCOMMODATION)
- (LG) LIGHT GREEN – RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
- PINK TRIANGULAR HATCHED BLACK — PINK TRIANGULAR HATCHED BLACK – REFUSE COLLECTION POINT(GOVERNMENT ACCOMMODATION)

PINK CROSS HATCHED BLACK

PINK CROSS HATCHED BLACK

PINK TRIANGULAR HATCHED BLACK

INDIGO TRIANGULAR HATCHED BLACK

ORANGE TRIANGULAR HATCHED BLACK

ORANGE HONEY HATCHED BLACK
EDGED BROKEN RED LINES

PINK HONEY HATCHED BLACK
EDGED BROKEN RED LINES

ORANGE TRIANGULAR HATCHED BLACK

INDIGO TRIANGULAR HATCHED BLACK

INDIGO STIPPLED BLACK

GREY CROSS HATCHED BLACK

ORANGE HONEY HATCHED RED

ORANGE HONEY HATCHED BLACK
EDGED BROKEN RED LINES

ORANGE TRIANGULAR HATCHED BLACK

EVA

EVA

I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

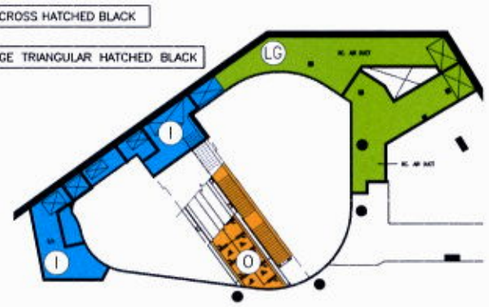
FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS

PROJECT:	JOB NO:	DRAWING NO.	REV. NO.
URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	31690	DMC–003	(07)
TITLE: GROUND FLOOR PLAN	DATE: April 2019	SCALE: 1 : 600 (A3)	

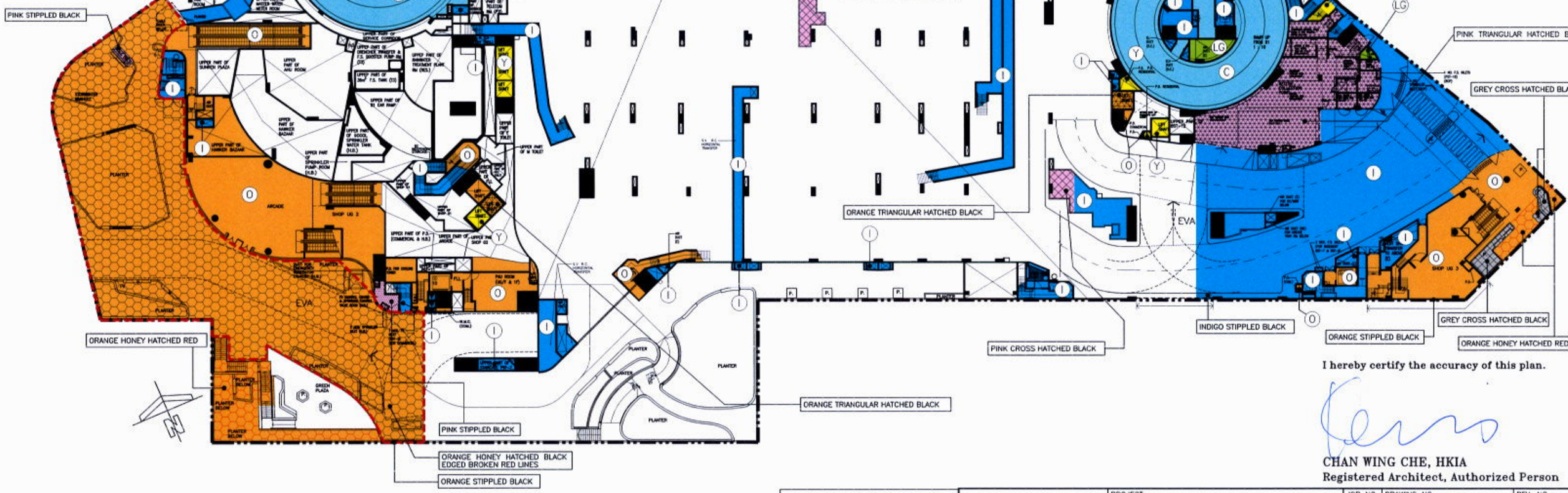
LEGEND :

- (I) INDIGO – DEVELOPMENT COMMON AREAS AND FACILITIES
- (Y) YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES
- (O) ORANGE – COMMERCIAL ACCOMMODATION
- PINK CROSS HATCHED BLACK — PINK CROSS HATCHED BLACK – PUBLIC TRANSPORT INTERCHANGE (GOVERNMENT ACCOMMODATION)
- PINK STIPPLED BLACK — PINK STIPPLED BLACK–HAWKER BAZAAR (GOVERNMENT ACCOMMODATION)
- PINK TRIANGULAR HATCHED BLACK — PINK TRIANGULAR HATCHED BLACK – REFUSE COLLECTION POINT(GOVERNMENT ACCOMMODATION)
- (C) CYAN – DEVELOPMENT CARPARK COMMON AREAS AND FACILITIES
- ORANGE STIPPLED BLACK — ORANGE STIPPLED BLACK – COMMERCIAL ACCOMMODATION
- (LG) LIGHT GREEN – RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
- (GY) GREY–COMMERCIAL COMMON AREAS AND FACILITIES
- ORANGE HONEY HATCHED RED — ORANGE HONEY HATCHED RED– COMMERCIAL ACCOMMODATION(OPEN SPACE)
- GREY CROSS HATCHED BLACK — GREY CROSS HATCHED BLACK– COMMERCIAL COMMON AREAS AND FACILITIES(OPEN SPACE)



PART PLAN AT LEV. 13.650

- ORANGE HONEY HATCHED BLACK EDGED BROKEN RED LINES — ORANGE HONEY HATCHED BLACK EDGED BROKEN RED LINES – OPEN SPACE A (COMMERCIAL ACCOMMODATION)
- INDIGO TRIANGULAR HATCHED BLACK — INDIGO TRIANGULAR HATCHED BLACK–[PEDESTRIAN LINK] (DEVELOPMENT COMMON AREAS AND FACILITIES)
- ORANGE TRIANGULAR HATCHED BLACK — ORANGE TRIANGULAR HATCHED BLACK–[PEDESTRIAN LINK] (COMMERCIAL ACCOMMODATION)
- INDIGO STIPPLED BLACK — INDIGO STIPPLED BLACK – DEVELOPMENT COMMON AREAS AND FACILITIES



I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS
10th Floor, Citiplaza 3, Taikoo Shing, Hong Kong
T 2803 9888 F 2513 1728 www.wongtung.com

PROJECT:	JOB NO:	DRAWING NO.	REV. NO.
URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	31690	DMC–004	(06)
TITLE: UPPER GROUND FLOOR PLAN	DATE: April 2019	SCALE: 1 : 600 (A3)	

LG LIGHT GREEN – RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES

PINK STIPPLED BLACK

PINK STIPPLED BLACK–HAWKER BAZAAR (GOVERNMENT ACCOMMODATION)

GY GREY–COMMERCIAL COMMON AREAS AND FACILITIES

INDIGO TRIANGULAR HATCHED BLACK

INDIGO TRIANGULAR HATCHED BLACK–[PEDESTRIAN LINK] (DEVELOPMENT COMMON AREAS AND FACILITIES)

ORANGE TRIANGULAR HATCHED BLACK

ORANGE TRIANGULAR HATCHED BLACK–[PEDESTRIAN LINK] (COMMERCIAL ACCOMMODATION)

ORANGE HONEY HATCHED RED

GREY CROSS HATCHED BLACK

ORANGE TRIANGULAR HATCHED BLACK

PINK CROSS HATCHED BLACK

ORANGE TRIANGULAR HATCHED BLACK

PINK CROSS HATCHED BLACK

PINK CROSS HATCHED BLACK

PINK TRIANGULAR HATCHED BLACK

PART PLAN OF ST-01 AT LEV. 18.20

PINK TRIANGULAR HATCHED BLACK

ORANGE HONEY HATCHED BLACK EDGED BROKEN RED LINES

PINK TRIANGULAR HATCHED BLACK

PINK STIPPLED BLACK

PINK CROSS HATCHED BLACK

ORANGE TRIANGULAR HATCHED BLACK

ORANGE DASH BLACK

ORANGE STIPPLED BLACK

ORANGE HONEY HATCHED RED

ORANGE HONEY HATCHED RED–COMMERCIAL ACCOMMODATION(OPEN SPACE)

GREY CROSS HATCHED BLACK

GREY CROSS HATCHED BLACK–COMMERCIAL COMMON AREAS AND FACILITIES(OPEN SPACE)

LEGEND :

I INDIGO – DEVELOPMENT COMMON AREAS AND FACILITIES

Y YELLOW – RESIDENTIAL COMMON AREAS AND FACILITI

O ORANGE – COMMERCIAL ACCOMMODATION

PINK CROSS HATCHED BLACK

PINK CROSS HATCHED BLACK – PUBLIC TRANSPORT INTERCHANGE (GOVERNMENT ACCOMMODATION)

PINK TRIANGULAR HATCHED BLACK

PINK TRIANGULAR HATCHED BLACK – REFUSE COLLECTION POINT(GOVERNMENT ACCOMMODATION)

C CYAN – DEVELOPMENT CARPARK COMMON AREAS AND FACILITIES

ORANGE HONEY HATCHED BLACK EDGED BROKEN RED LINES

ORANGE HONEY HATCHED BLACK EDGED BROKEN RED LINES – OPEN SPACE A (COMMERCIAL ACCOMMODATION)

ORANGE STIPPLED BLACK

ORANGE STIPPLED BLACK – COMMERCIAL ACCOMMODATION

ORANGE DASH BLACK

ORANGE DASH BLACK – [QUEUING AREAS] (COMMERCIAL ACCOMMODATION)

I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
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19th Floor, Chinaless Jt. Fellow Shing, Hong Kong
T 2803 8888 F 2513 1705 www.wongtung.com

PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON

JOB NO: 31690

DRAWING NO. DMC-005

REV. NO. (07)

TITLE: 1ST FLOOR PLAN

DATE: April 2019

SCALE: 1 : 600 (A3)

LG LIGHT GREEN – RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES

PINK STIPPLED BLACK

PINK STIPPLED BLACK–HAWKER BAZAAR (GOVERNMENT ACCOMMODATION)

GY GREY–COMMERCIAL COMMON AREAS AND FACILITIES

LEGEND :

I INDIGO – DEVELOPMENT COMMON AREAS AND FACILITIES

Y YELLOW – RESIDENTIAL COMMON AREAS AND FACILITI

O ORANGE – COMMERCIAL ACCOMMODATION

PINK CROSS HATCHED BLACK

PINK CROSS HATCHED BLACK – PUBLIC TRANSPORT INTERCHANGE (GOVERNMENT ACCOMMODATION)

INDIGO TRIANGULAR HATCHED BLACK

INDIGO TRIANGULAR HATCHED BLACK–[PEDESTRIAN LINK] (DEVELOPMENT COMMON AREAS AND FACILITIES)

ORANGE TRIANGULAR HATCHED BLACK

ORANGE TRIANGULAR HATCHED BLACK–[PEDESTRIAN LINK (COMMERCIAL ACCOMMODATION)

ORANGE STIPPLED BLACK

ORANGE STIPPLED BLACK – COMMERCIAL ACCOMMODATION

PINK CROSS HATCHED BLACK

INDIGO TRIANGULAR HATCHED BLACK

ORANGE TRIANGULAR HATCHED BLACK

PINK CROSS HATCHED BLACK

UPPER PART OF PUBLIC TRANSPORT INTERCHANGE BUS TERMINUS

PINK STIPPLED BLACK

PINK CROSS HATCHED BLACK

ORANGE STIPPLED BLACK

ORANGE STIPPLED BLACK

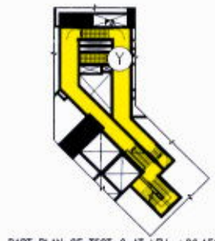
I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

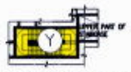
FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS
18th. Floor, Citybase 3, Tallwo Siding, Hong Kong
T 2803 6888 F 2513 1728 www.wongtung.com

PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	JOB NO: 31690	DRAWING NO. DMC–006	REV. NO. (06)
TITLE: 2ND FLOOR PLAN	DATE: April 2019	SCALE: 1 : 600 (A3)	



PART PLAN OF T5ST-2 AT LEV. +26.159



PART PLAN OF T1ST-1 & T1ST-2 AT LEV. +28.527

PART PLAN OF T1ST-3 AT LEV. +28.440

PART PLAN OF T5ST-2 AT LEV. +28.75

LEGEND :

- INDIGO – DEVELOPMENT COMMON AREAS AND FACILITIES
- YELLOW – RESIDENTIAL COMMON AREAS AND FACILITI
- YELLOW HATCHED BLACK – YELLOW HATCHED BLACK – RECREATIONAL FACILITIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
- ORANGE – COMMERCIAL ACCOMMODATION
- PINK CROSS HATCHED BLACK – PUBLIC TRANSPORT INTERCHANGE (GOVERNMENT ACCOMMODATION)
- ORANGE HATCHED BLACK EDGED BROKEN RED LINES – ORANGE HATCHED BLACK EDGED BROKEN RED LINES – OPEN SPACE B (COMMERCIAL ACCOMMODATION)
- INDIGO TRIANGULAR HATCHED BLACK – INDIGO TRIANGULAR HATCHED BLACK–[PEDESTRIAN LINK] (DEVELOPMENT COMMON AREAS AND FACILITIES)
- ORANGE TRIANGULAR HATCHED BLACK – ORANGE TRIANGULAR HATCHED BLACK–[PEDESTRIAN LINK (COMMERCIAL ACCOMMODATION)

INDIGO TRIANGULAR HATCHED BLACK

ORANGE HATCHED BLACK EDGED BROKEN RED LINES

ORANGE TRIANGULAR HATCHED BLACK

PINK CROSS HATCHED BLACK

YELLOW HATCHED BLACK

YELLOW HATCHED BLACK

YELLOW HATCHED BLACK

PINK CROSS HATCHED BLACK

ORANGE HATCHED BLACK EDGED BROKEN RED LINES

ORANGE STIPPLED BLACK

I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS
18th Floor, Citypoint 3, Tytam Shing, Hong Kong
T 2803 9888 F 2513 1728 www.wongtung.com

PROJECT:	JOB NO:	DRAWING NO.	REV. NO.
URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	31690	DMC–007	(05)
TITLE: 3RD FLOOR PLAN	DATE: April 2019	SCALE: 1 : 600 (A3)	

LEGEND :

- (I) INDIGO – DEVELOPMENT COMMON AREAS AND FACILITIES
- (Y) YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES
- YELLOW HATCHED BLACK – YELLOW HATCHED BLACK – RECREATIONAL FACILITIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
- YELLOW TRIANGULAR HATCHED BLACK – YELLOW TRIANGULAR HATCHED BLACK – NOISE BARRIERS
- (O) ORANGE – COMMERCIAL ACCOMMODATION
- ORANGE HONEY HATCHED RED – ORANGE HONEY HATCHED RED– COMMERCIAL ACCOMMODATION(OPEN SPACE)

YELLOW TRIANGULAR HATCHED BLACK
YELLOW HATCHED BLACK
YELLOW HATCHED BLACK
YELLOW HATCHED BLACK
YELLOW HATCHED BLACK
YELLOW HATCHED BLACK
YELLOW HATCHED BLACK
YELLOW HATCHED BLACK
ORANGE HONEY HATCHED RED
FOOTBRIDGE PORTION
PODIUM DECK BELOW
PODIUM DECK BELOW
ACOUSTIC COVER OF COOLING TOWER
SPACE FOR VRV (CLUBHOUSE)
SPACE FOR VRV (CLUBHOUSE)
EXTENT OF NOISE BARRIER ABOVE
UPPER PART OF SHOUSON COURT

I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
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19th Floor, Cityplaza 3, Taikoo Shing, Hong Kong
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PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON

JOB NO: 31690

DRAWING NO. DMC-008

REV. NO. (06)

TITLE: 5TH FLOOR PLAN

DATE: April 2019

SCALE: 1 : 600 (A3)

LEGEND :

Y YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES

YELLOW TRIANGULAR HATCHED BLACK – NOISE BARRIERS

T1

T2

T3

T5

I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

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18th Floor, Phoenix 3, Tolkwa Shing, Hong Kong
T 2803 0888 F 2513 1728 www.wongtung.com

PROJECT:	JOB NO:	DRAWING NO.	REV. NO.
URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	31690	DMC-009	(05)
TITLE: 6TH FLOOR PLAN (TRANSFER PLATE)	DATE: April 2019	SCALE: 1 : 600 (A3)	

T1 – 6TH FLOOR PLAN

LEGEND :

(Y) YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES

YELLOW STIPPLED BLACK – ACOUSTIC FIN

HATCHED BLACK – BALCONIES

STIPPLED BLACK – UTILITY PLATFORMS

I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

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18th Floor, Cityplaza 3, Taikoo Shing, Hong Kong
T 2863 8888 F 2513 1728 www.wongtung.com

PROJECT:	JOB NO:	DRAWING NO.	REV. NO.
URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	31690	DMC–009a	(01)
TITLE: T1 DMC PLAN 6TH FLOOR PLAN	DATE: July 2019	SCALE: 1 : 200 (A3)	

T2 – 6TH FLOOR PLAN

LEGEND :

- (Y) YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES
- YELLOW STIPPLED BLACK – ACOUSTIC FIN
- HATCHED BLACK – BALCONIES
- STIPPLED BLACK – UTILITY PLATFORMS

I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

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WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS
18th Floor, Cityplaza 3, Taikoo Shing, Hong Kong
T 2803 9888 F 2513 1728
www.wongtung.com

PROJECT:	JOB NO:	DRAWING NO.	REV. NO.
URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	31690	DMC–009b	(01)
TITLE: T2 DMC PLAN 6TH FLOOR PLAN	DATE: July 2019	SCALE: 1 : 200 (A3)	

LEGEND :

- (Y) YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES
- YELLOW STIPPLED BLACK – YELLOW STIPPLED BLACK – ACOUSTIC FIN
- HATCHED BLACK – BALCONIES
- STIPPLED BLACK – UTILITY PLATFORMS

T3 – 6TH FLOOR PLAN

I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS

PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	JOB NO: 31690	DRAWING NO: DMC–009c	REV. NO: (00)
TITLE: T3 DMC PLAN 6TH FLOOR PLAN	DATE: April 2019	SCALE: 1 : 200 (A3)	

N

LEGEND :

- (Y) YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES
- YELLOW STIPPLED BLACK – ACOUSTIC FIN
- HATCHED BLACK – BALCONIES
- STIPPLED BLACK – UTILITY PLATFORMS

T5 – 6TH FLOOR PLAN

I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS

PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON

JOB NO: 31690

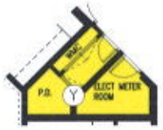
DRAWING NO.: DMC–009d

REV. NO.: (00)

TITLE: T5 DMC PLAN 6TH FLOOR PLAN

DATE: April 2019

SCALE: 1 : 200 (A3)

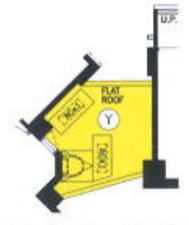


PART PLAN AT
29/F TO 49/F

T1 – TYPICAL FLOOR PLAN
7/F – 26/F 28/F – 49/F (37 STOREYS)
(FLOOR NOS. 13, 14, 24, 34, 44 NOT USED.)

LEGEND :

- (Y) YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES
- YELLOW STIPPLED BLACK – ACOUSTIC FIN
- HATCHED BLACK – BALCONIES
- STIPPLED BLACK – UTILITY PLATFORMS



PART PLAN AT 28/F

I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
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18th Floor, Cityplaza 3, Taikoo Shing, Hong Kong
T 2803 9888 F 2513 1728 www.wongtung.com

PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	JOB NO: 31690	DRAWING NO. DMC--010	REV. NO. (04)
TITLE: T1 DMC PLAN TYPICAL FLOOR PLAN	DATE: April 2019	SCALE: 1 : 200 (A3)	

T1 – 50/F FLOOR PLAN

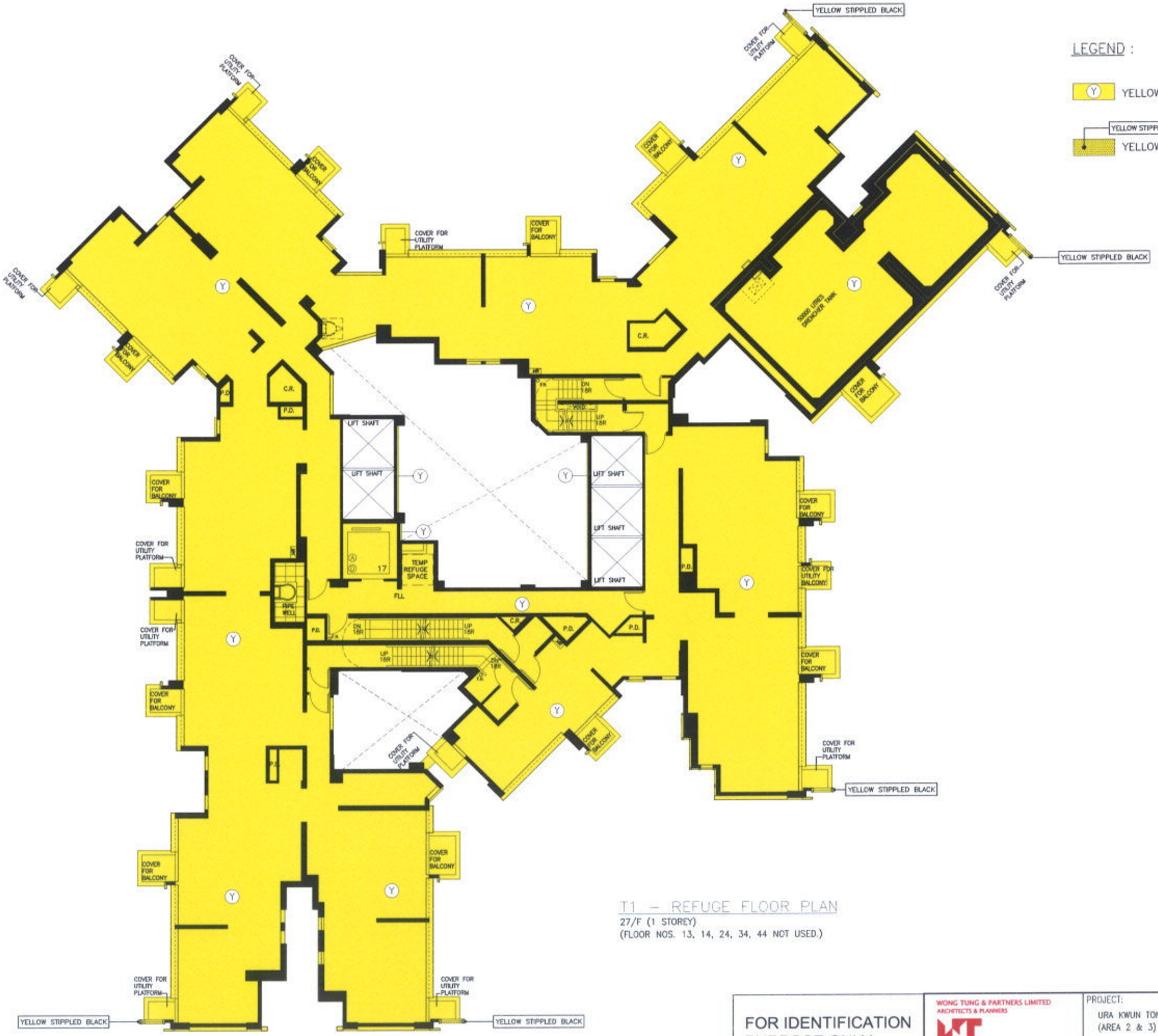
I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS

PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	JOB NO: 31690	DRAWING NO. DMC–010A	REV. NO. (01)
TITLE: T1 DMC PLAN 50TH FLOOR PLAN	DATE: April 2019	SCALE: 1 : 200 (A3)	

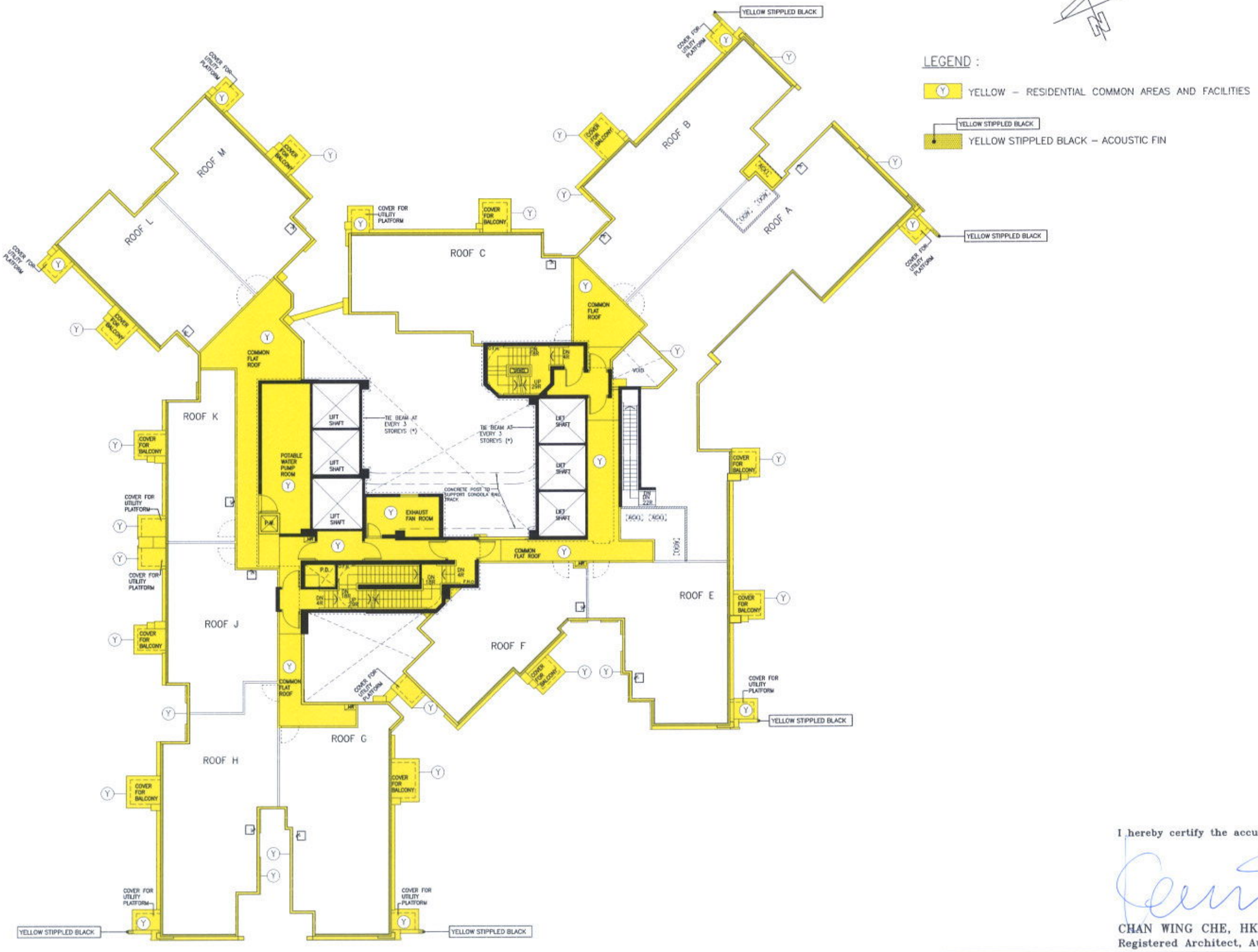


T1 – REFUGE FLOOR PLAN
27/F (1 STOREY)
(FLOOR NOS. 13, 14, 24, 34, 44 NOT USED.)

I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

FOR IDENTIFICATION PURPOSE ONLY	WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS 18th Floor, Citybase 3, Tsikoo Shing, Hong Kong T 2803 0888 F 2513 1728 www.wongtung.com	PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	JOB NO: 31690	DRAWING NO. DMC-011 / REV. NO. (04)
		TITLE: T1 DMC PLAN REFUGE FLOOR PLAN	DATE: April 2019	SCALE: 1 : 200 (A3)



T1 – ROOF LAYOUT

I hereby certify the accuracy of this plan.

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WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS
19th Floor, Citypoint 3, Tallow Shing, Hong Kong
T 2803 8888 F 2513 1728 www.wongtung.com

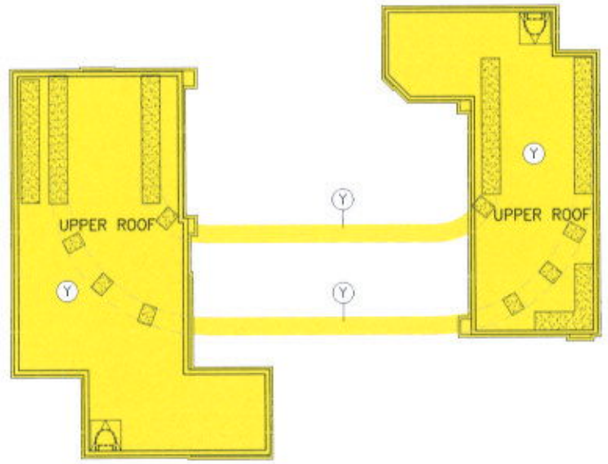
PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	JOB NO: 31690	DRAWING NO. DMC-012	REV. NO. (04)
TITLE: T1 DMC PLAN ROOF PLAN	DATE: April 2019	SCALE: 1 : 200 (A3)	

LEGEND :

(Y) YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES

T1 – LIFT MACHINE ROOM PLAN @+170.115

T1 – INTERMEDIATE ROOF PLAN @ +173.015



T1 – UPPER ROOF PLAN

I hereby certify the accuracy of this plan.

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Registered Architect, Authorized Person

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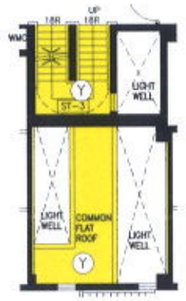
WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS
18th Floor, Chubbas 3, Tolkoo Shing, Hong Kong
T 2863 8888 F 2513 1728 www.wongtung.com

PROJECT:	JOB NO:	DRAWING NO.	REV. NO.
URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	31690	DMC-013	(04)
TITLE: T1 DMC PLAN INTERMEDIATE ROOF PLAN & UPPER ROOF	DATE: April 2019	SCALE: 1 : 200 (A3)	

T2 – TYPICAL FLOOR PLAN
7/F – 26/F 28/F – 49/F
(FLOOR NOS. 13, 14, 24, 34, 44 NOT USED.)

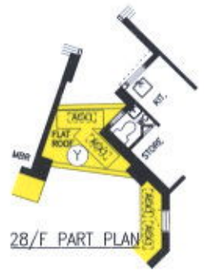
LEGEND :

- YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES
- YELLOW STIPPLED BLACK – ACOUSTIC FIN
- HATCHED BLACK – BALCONIES
- STIPPLED BLACK – UTILITY PLATFORMS

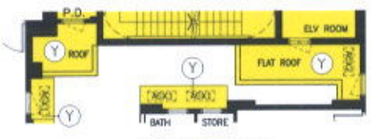


7/F PART PLAN

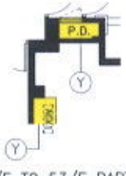
28/F PART PLAN



28/F PART PLAN



28/F PART PLAN



29/F TO 53/F PART PLAN

I hereby certify the accuracy of this plan.

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WONG TUNG & PARTNERS LIMITED
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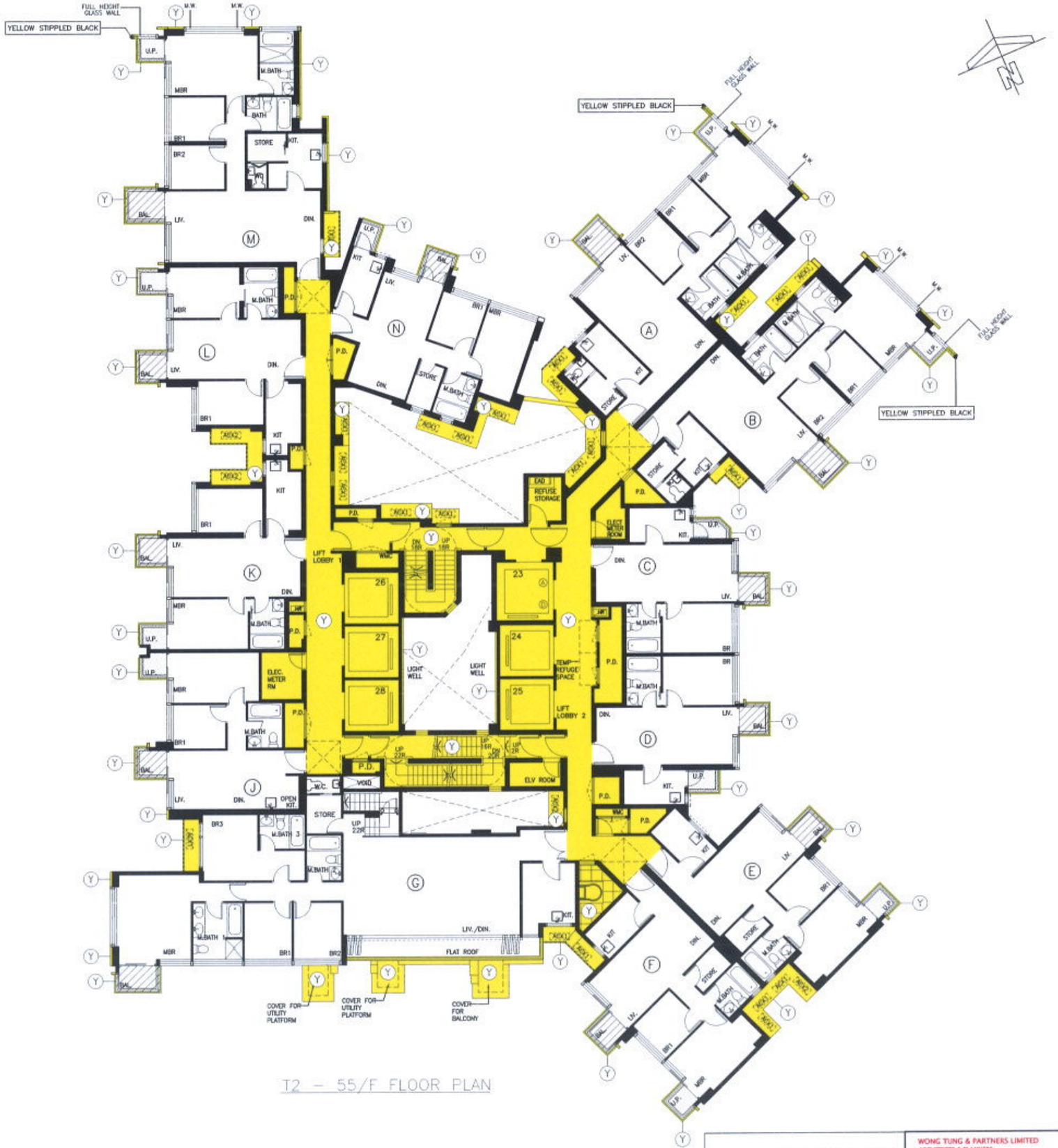
18th. Floor, Cityoasis 3, Taikoo Shing, Hong Kong
T 2863 9888 F 2513 1728
www.wongtung.com

PROJECT:	JOB NO:	DRAWING NO.	REV. NO.
URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	31690	DMC-014	(04)
TITLE: T2 DMC PLAN TYPICAL FLOOR PLAN	DATE: April 2019	SCALE: 1 : 200 (A3)	



T2 – 55/F FLOOR PLAN

LEGEND :

- (Y) YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES
- YELLOW STIPPLED BLACK – ACOUSTIC FIN
- HATCHED BLACK – BALCONIES
- STIPPLED BLACK – UTILITY PLATFORMS

I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS

PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	JOB NO: 31690	DRAWING NO. DMC–014A	REV. NO. (01)
TITLE: T2 DMC PLAN 55TH FLOOR PLAN	DATE: April 2019	SCALE: 1 : 200 (A3)	

T2 – REFUGE FLOOR PLAN

27/F (1 STOREY)

(FLOOR NOS. 13, 14, 24, 34, 44 NOT USED.)

I hereby certify the accuracy of this plan.

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Registered Architect, Authorized Person

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T 2803 8888 F 2513 1728 www.wongtung.com

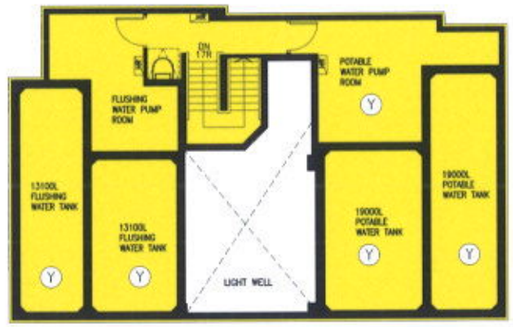
PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	JOB NO: 31690	DRAWING NO. DMC-015	REV. NO. (04)
TITLE: T2 DMC PLAN REFUGE FLOOR PLAN	DATE: April 2019	SCALE: 1 : 200 (A3)	

LEGEND :

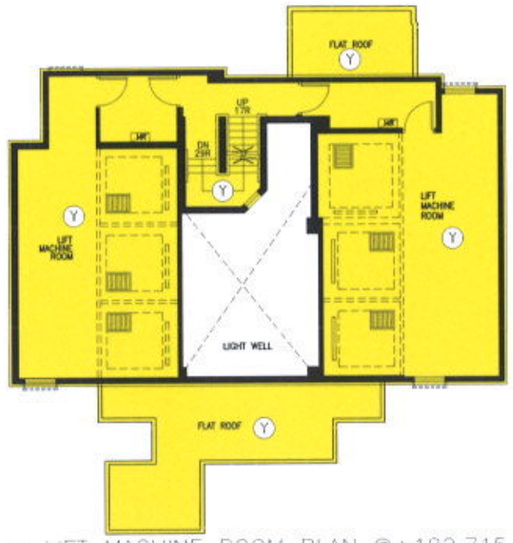
(Y) YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES

YELLOW STIPPLED BLACK – ACOUSTIC FIN

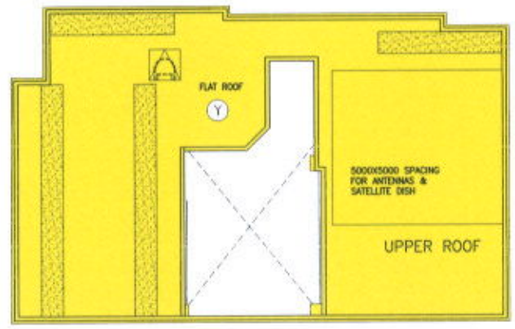
T2 – ROOF PLAN



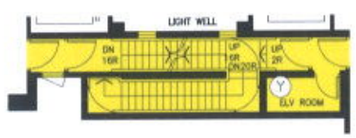
T2 – INTERMEDIATE ROOF PLAN @+185.615



T2 – LIFT MACHINE ROOM PLAN @+182.715



T2 – UPPER ROOF



PART PLAN AT 50/F

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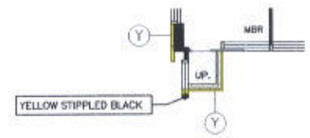
WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS

PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	JOB NO: 31690	DRAWING NO. DMC--016	REV. NO. (04)
TITLE: T2 DMC PLAN ROOF LAYOUT INTERMEDIATE ROOF PLAN & UPPER ROOF PLAN	DATE: April 2019	SCALE: 1 : 200 (A3)	

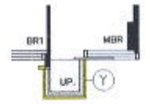
T3 – TYPICAL FLOOR PLAN
7/F – 26/F 28/F – 51/F (39 STOREYS)
(FLOOR NOS. 13, 14, 24, 34, 44 NOT USED.)

LEGEND :

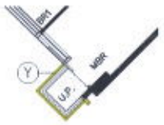
- (Y) YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES
- YELLOW STIPPLED BLACK – ACOUSTIC FIN
- HATCHED BLACK – BALCONIES
- STIPPLED BLACK – UTILITY PLATFORMS

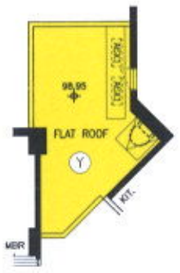


FLAT F U.P. PART PLAN
29/F TO 51/F
FLOOR NOS 34, 44 NOT USED



FLAT E U.P. PART PLAN
37/F TO 51/F
FLOOR NOS 44 NOT USED





28/F PART PLAN

FLAT M U.P. PART PLAN
31/F TO 51/F
FLOOR NOS 34, 44 NOT USED

I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

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WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS
18th Floor, Citybase 3, Tsikoo Shing, Hong Kong
T 2863 6886 F 2513 1728
www.wongtung.com

PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	JOB NO: 31690	DRAWING NO. DMC–017	REV. NO. (04)
TITLE: T3 DMC PLAN TYPICAL FLOOR PLAN	DATE: April 2019	SCALE: 1 : 200 (A3)	

T3 – 52/F FLOOR PLAN

LEGEND :

- (Y) YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES
- YELLOW STIPPLED BLACK – ACOUSTIC FIN
- HATCHED BLACK – BALCONIES
- STIPPLED BLACK – UTILITY PLATFORMS

I hereby certify the accuracy of this plan.

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WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS
18th Floor, Citybase 3, Tailwo Shing, Hong Kong
T 2863 9888 F 2513 1728 www.wongtung.com

PROJECT:	JOB NO:	DRAWING NO.	REV. NO.
URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	31690	DMC–017A	(01)
TITLE: T3 DMC PLAN 52TH FLOOR PLAN	DATE: April 2019	SCALE: 1 : 200 (A3)	

LEGEND :

Y YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES

YELLOW STIPPLED BLACK

YELLOW STIPPLED BLACK – ACOUSTIC FIN

I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

T3 – REFUGE FLOOR PLAN
27/F (1 STOREY)
(FLOOR NOS. 13, 14, 24, 34, 44 NOT USED.)

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS
18th Floor, Citypoint 3, Tytam Shing, Hong Kong
T 2803 9888 F 2513 1728 www.wongtung.com

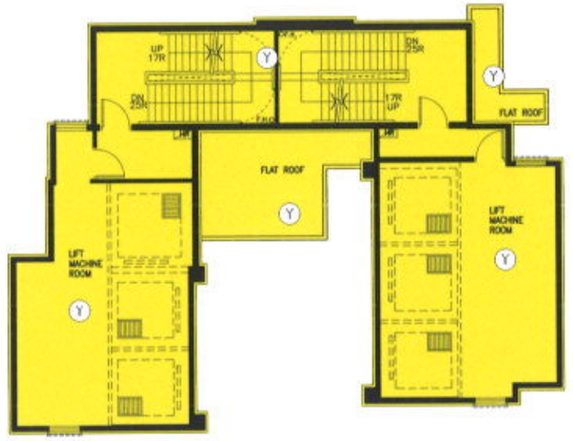
PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	JOB NO: 31690	DRAWING NO. DMC-018	REV. NO. (04)
TITLE: T3 DMC PLAN REFUGE FLOOR	DATE: April 2019	SCALE: 1 : 200 (A3)	

LEGEND :

(Y) YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES

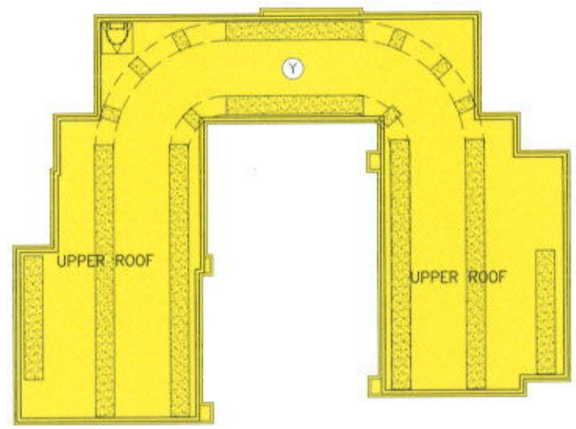
YELLOW STIPPLED BLACK – ACOUSTIC FIN

T3 – ROOF PLAN



T3 – LIFT MACHINE ROOM PLAN @+176.415

T3 – INTERMEDIATE ROOF @+179.315



T3 – UPPER ROOF

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WONG TUNG & PARTNERS LIMITED
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T 2803 9888 F 2513 1728 www.wongtung.com

PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON

JOB NO: 31690

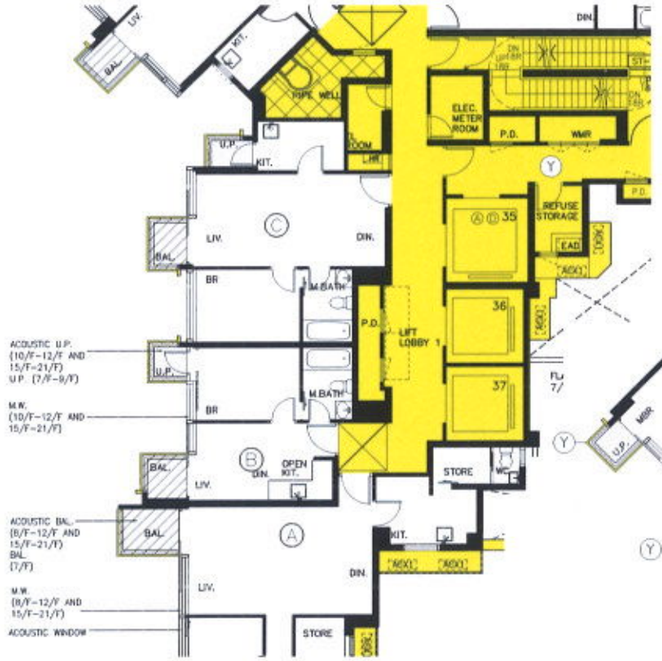
DRAWING NO. DMC-019

REV. NO. (04)

TITLE: T3 DMC PLAN ROOF LAYOUT INTERMEDIATE ROOF PLAN & UPPER ROOF PLAN

DATE: April 2019

SCALE: 1 : 200 (A3)



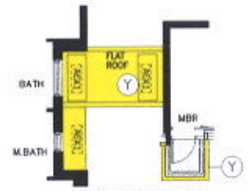
T5 - 7/F - 21/F (LOW ZONE)
7/F - 21/F (13 STOREYS) FOR FLAT A, B & C
AND LIGHT WELL BETWEEN LIFT CORE
(FLOOR NOS. 13, 14 NOT USED.)

FLAT B U.P. PART PLAN
7/F TO 9/F

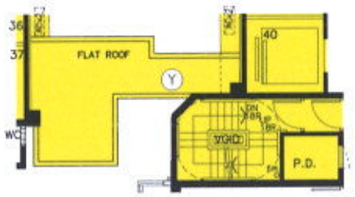
T5 - TYPICAL FLOOR PLAN
7/F - 26/F, 28/F - 50/F (38 STOREYS)
(FLOOR NOS. 13, 14, 24, 34, 44 NOT USED.)
FOR FLAT A & C AND LIGHT WELL BETWEEN LIFT CORES
22/F-26/F, 28/F - 50/F (FLOOR NOS. 24, 34, 44 NOT USED.)(25 STOREYS) (HIGH ZONE)

LEGEND :

- Y — YELLOW — RESIDENTIAL COMMON AREAS AND FACILITIES
- YELLOW STIPPLED BLACK — YELLOW STIPPLED BLACK — ACOUSTIC FIN
- HATCHED BLACK — BALCONIES
- STIPPLED BLACK — UTILITY PLATFORMS



28/F PART PLAN



7/F PART PLAN

I hereby certify the accuracy of this plan.

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Registered Architect, Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS
18th Floor, Citybase 3, Tsikoe Shing, Hong Kong
T 2863 9888 F 2513 1728 www.wongtung.com

PROJECT:	JOB NO:	DRAWING NO.	REV. NO.
URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	31690	DMC-020	(05)
TITLE: T5 DMC PLAN TYPICAL FLOOR PLAN	DATE: April 2019	SCALE: 1 : 200 (A3)	

LEGEND :

(Y) YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES

YELLOW STIPPLED BLACK – ACOUSTIC FIN

I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

T5 – REFUGE FLOOR PLAN
27/F (1 STOREY)
(FLOOR NOS. 13, 14, 24, 34, 44 NOT USED.)

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WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS

PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	JOB NO: 31690	DRAWING NO. DMC-021	REV. NO. (04)
TITLE: T5 DMC PLAN REFUGE FLOOR	DATE: April 2019	SCALE: 1 : 200 (A3)	

LEGEND :

- (Y) YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES
- YELLOW STIPPLED BLACK – ACOUSTIC FIN
- HATCHED BLACK – BALCONIES
- STIPPLED BLACK – UTILITY PLATFORMS

I hereby certify the accuracy of this plan.

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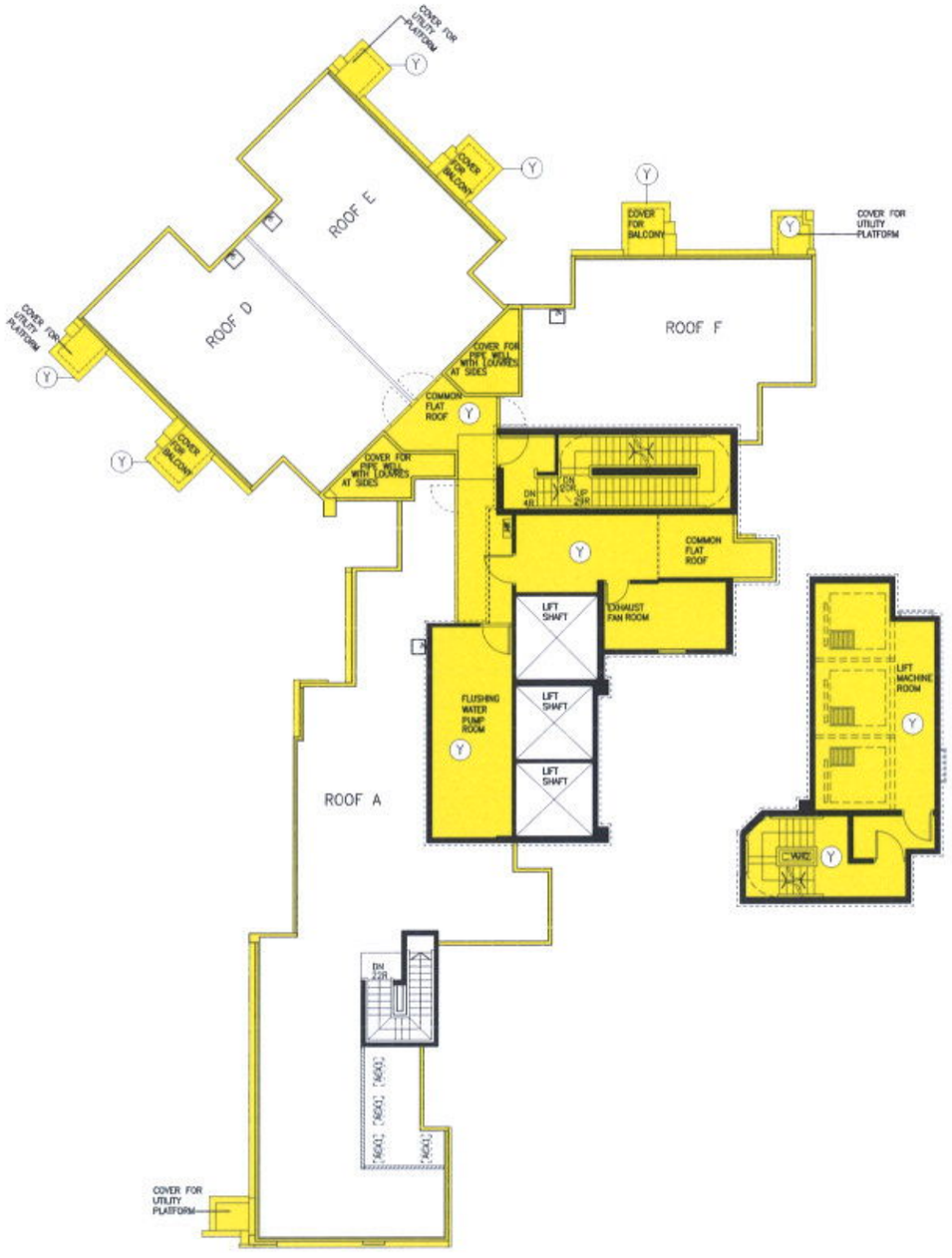
Registered Architect, Authorized Person

T5 – 51/F PLAN

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS

PROJECT:	JOB NO:	DRAWING NO.	REV. NO.
URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	31690	DMC-022	(04)
TITLE: T5 DMC PLAN 51/F PLAN	DATE: April 2019	SCALE: 1 : 200 (A3)	



T5 – ROOF PLAN

NOTE:

1.ALL CANOPIES TO BE COMPLETED WITH CEMENT AND CEMENT SAND RENDERING ON WATERPROOFING MEMBRANE LAID TO FALL.

LEGEND :

Y YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES

YELLOW STIPPLED BLACK – ACOUSTIC FIN

T5 – INTERMEDIATE ROOF PLAN

T5 – LIFT MACHINE ROOM PLAN

T5 – UPPER ROOF PLAN

I hereby certify the accuracy of this plan.

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Registered Architect, Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS
18th Floor, Chyplons 3, Tolkoo Shing, Hong Kong
T 2803 8888 F 2513 1728 www.wongtung.com

PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON

JOB NO: 31690

DRAWING NO. DMC-023

REV. NO. (04)

TITLE: T5 DMC PLAN ROOF LAYOUT INTERMEDIATE ROOF PLAN & UPPER ROOF PLAN

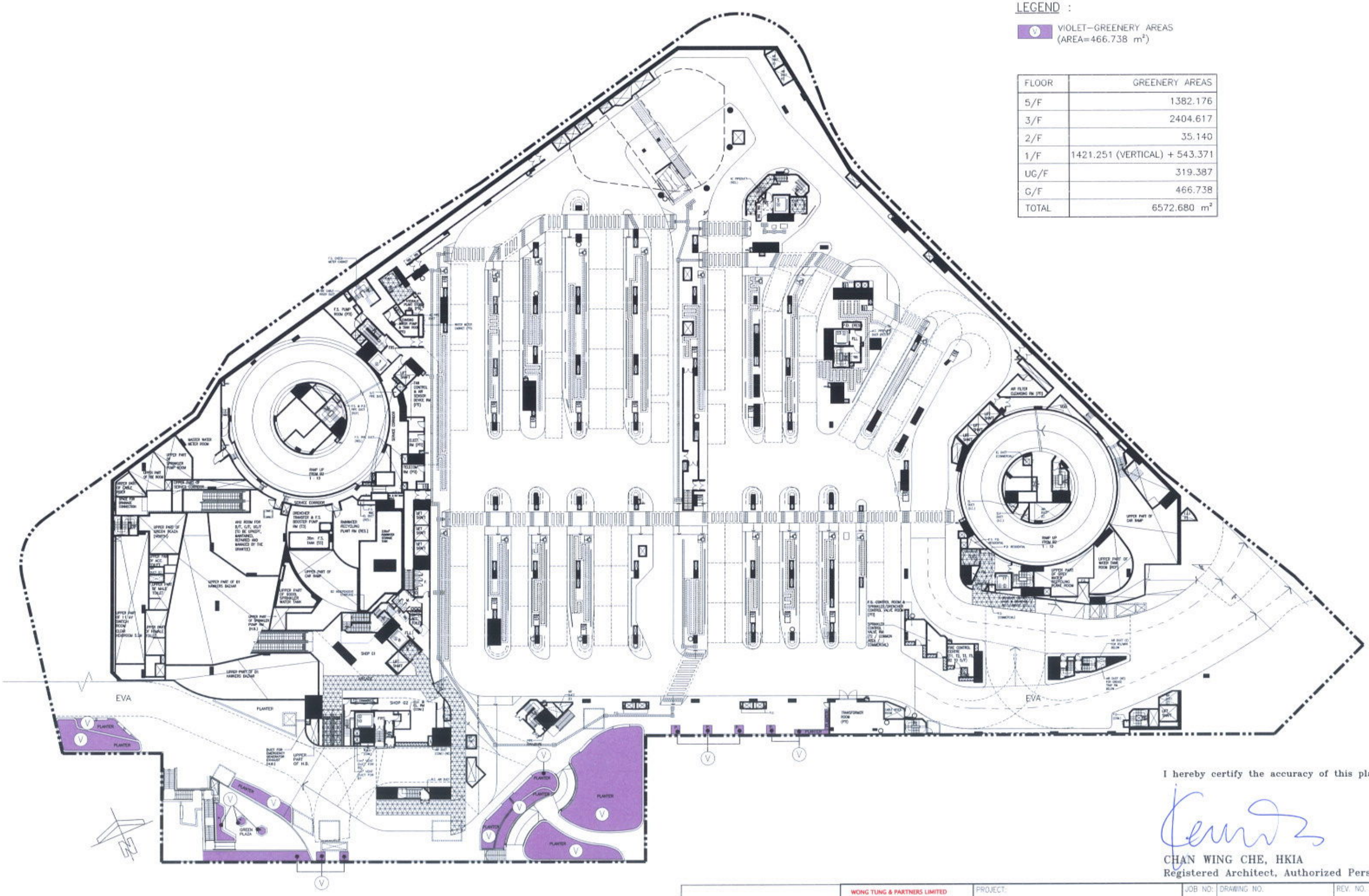
DATE: April 2019

SCALE: 1 : 200 (A3)

LEGEND :

V VIOLET–GREENERY AREAS (AREA=466.738 m²)

FLOOR	GREENERY AREAS
5/F	1382.176
3/F	2404.617
2/F	35.140
1/F	1421.251 (VERTICAL) + 543.371
UG/F	319.387
G/F	466.738
TOTAL	6572.680 m²



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Registered Architect, Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

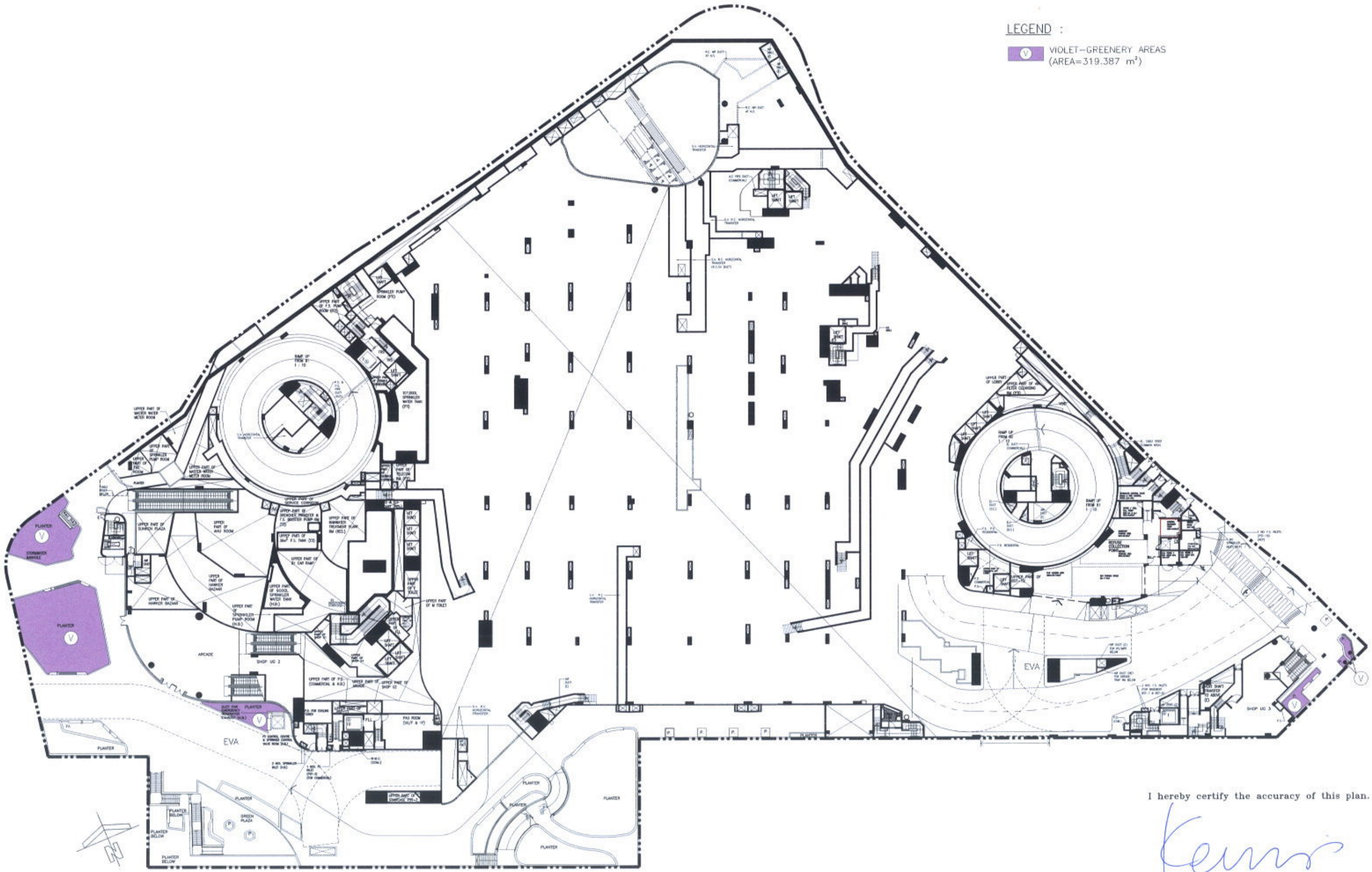
WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS

PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON

JOB NO: 31690 | DRAWING NO. DMC–024 | REV. NO. (03)

TITLE: GROUND FLOOR PLAN(GREENERY AREAS)

DATE: April 2019 | SCALE: 1 : 600 (A3)



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WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS

PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON

JOB NO.: 31690

DRAWING NO.: DMC-025

REV. NO.: (03)

TITLE: UPPER GROUND FLOOR PLAN (GREENERY AREAS)

DATE: April 2019

SCALE: 1 : 600 (A3)

LEGEND :

V VIOLET-GREENERY AREAS (AREA=543.371 m²)

RED DOTTED LINE -VERTICAL GREEN (AREA=1421.251 m²)

VERTICAL GREEN 263.748 m²

RED DOTTED LINE

RED DOTTED LINE

RED DOTTED LINE

VERTICAL GREEN 68.006 m²

VERTICAL GREEN 279.234 m²

VERTICAL GREEN 296.362 m²

VERTICAL GREEN 295.110 m²

RED DOTTED LINE

RED DOTTED LINE

VERTICAL GREEN 71.816 m²

VERTICAL GREEN 146.975 m²

RED DOTTED LINE

I hereby certify the accuracy of this plan.

CHAN WING CHE, HKIA
Registered Architect, Authorized Person

FOR IDENTIFICATION PURPOSE ONLY

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18th Floor, Cityplaza 3, Taikoo Shing, Hong Kong
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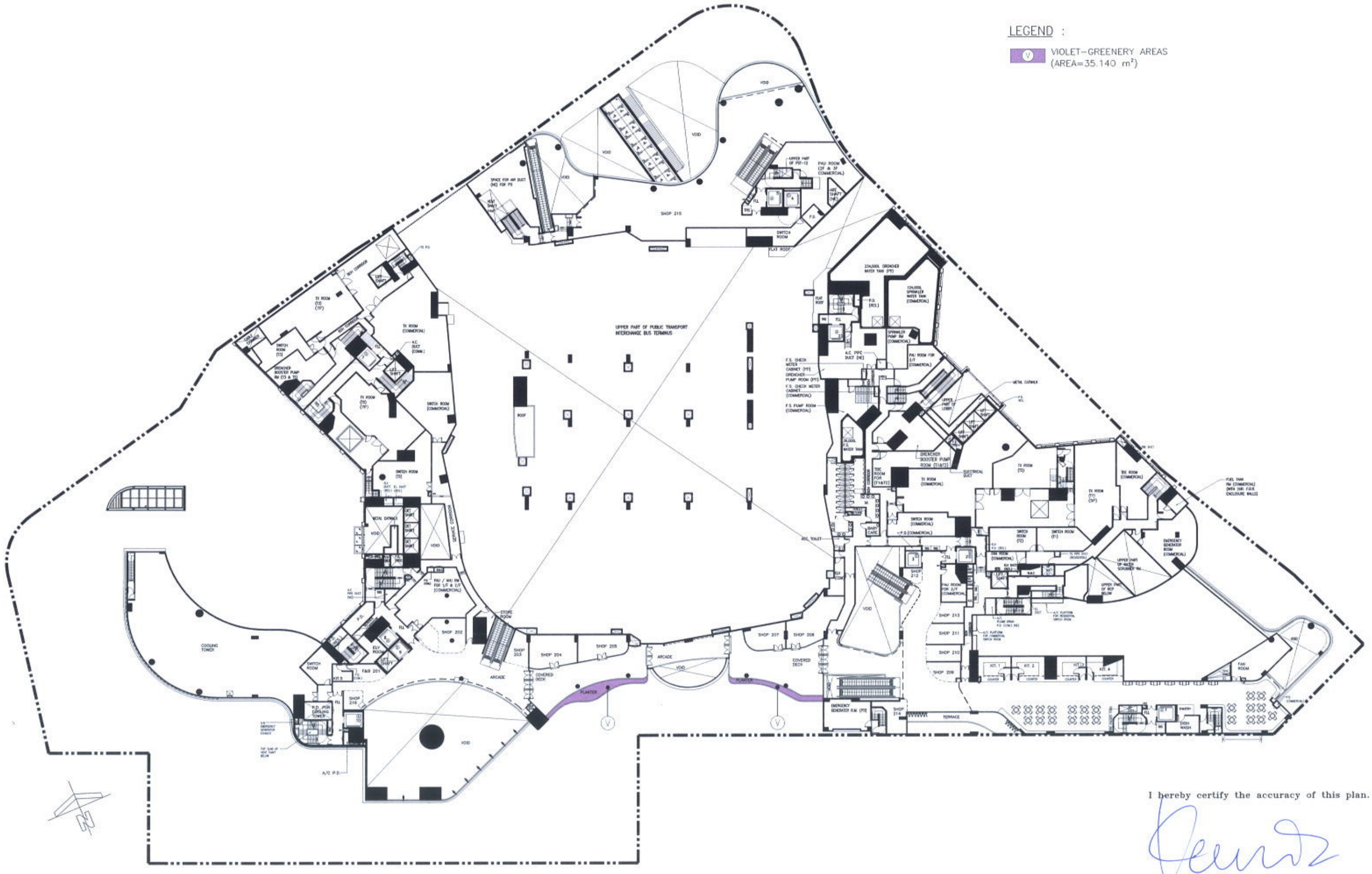
PROJECT:	JOB NO:	DRAWING NO.	REV. NO.
URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	31690	DMC-026	(04)
TITLE: 1ST FLOOR PLAN(GREENERY AREAS)	DATE: May 2019	SCALE: 1 : 600 (A3)	



I hereby certify the accuracy of this plan.

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PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	JOB NO: 31690	DRAWING NO: DMC-027	REV. NO.: (03)
TITLE: 2ND FLOOR PLAN(GREENERY AREAS)	DATE: April 2019	SCALE: 1 : 600 (A3)	

LEGEND :

V VIOLET-GREENERY AREAS (AREA=2404.617 m²)

I hereby certify the accuracy of this plan.

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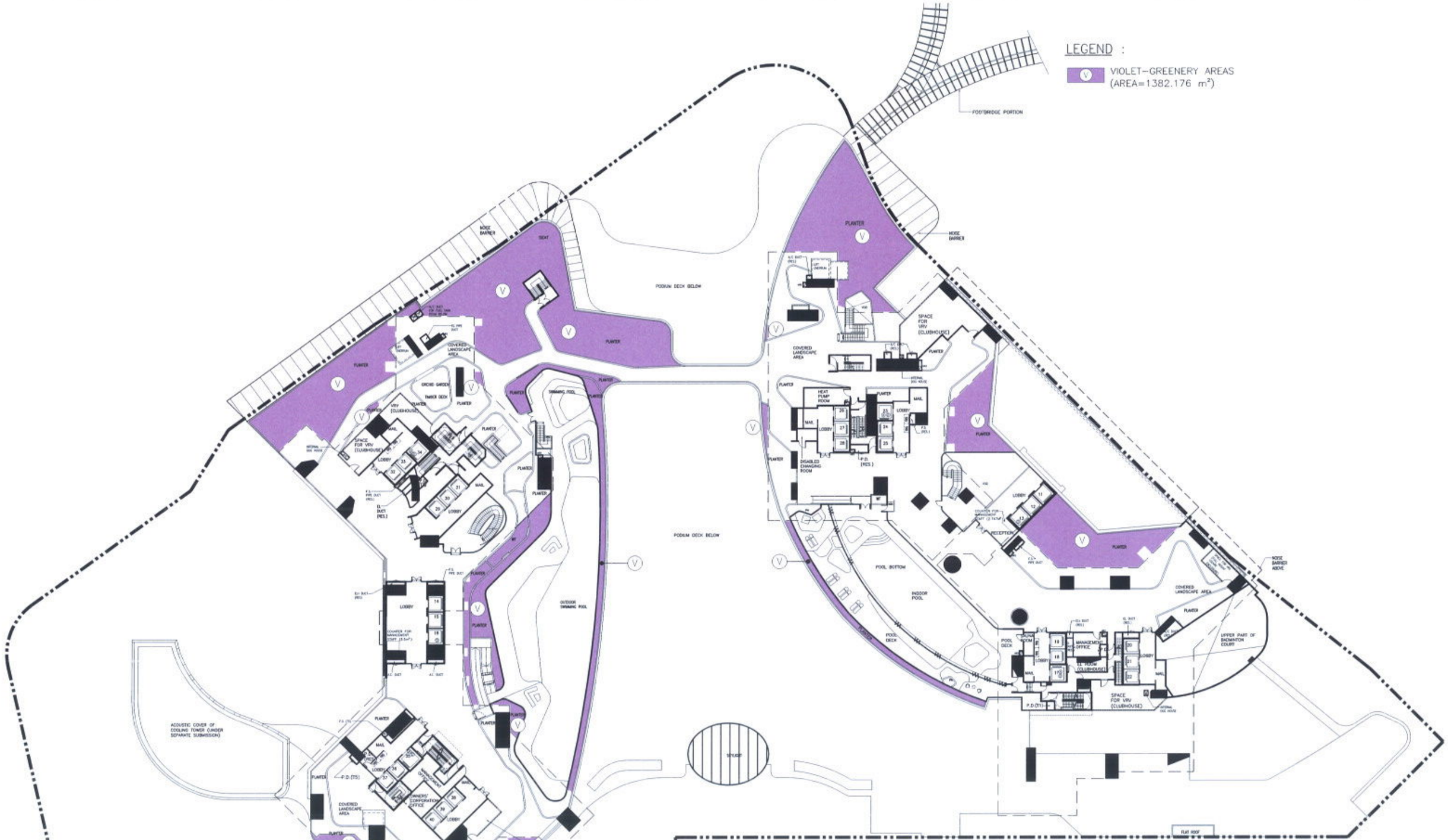
PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	JOB NO: 31690	DRAWING NO. DMC-028	REV. NO. (03)
TITLE: 3RD FLOOR PLAN(GREENERY AREAS)	DATE: April 2019	SCALE: 1 : 600 (A3)	



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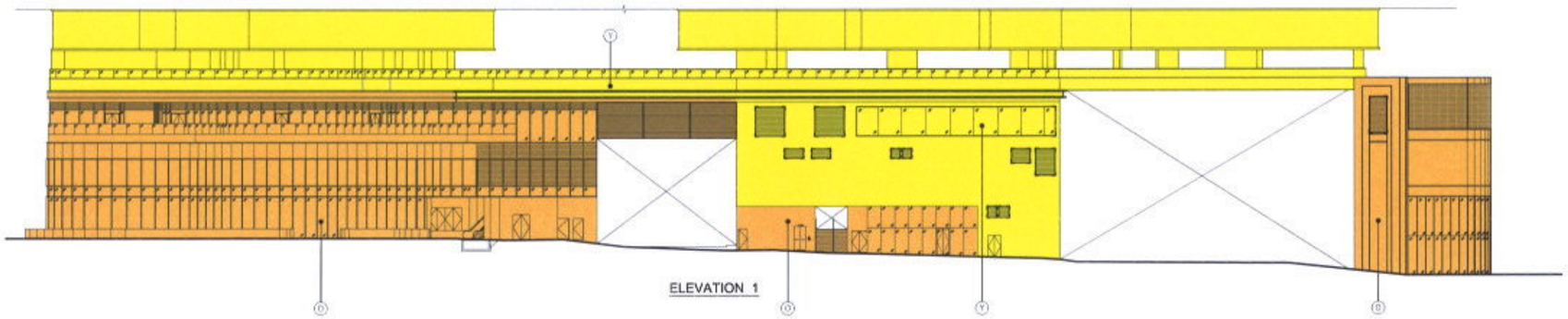
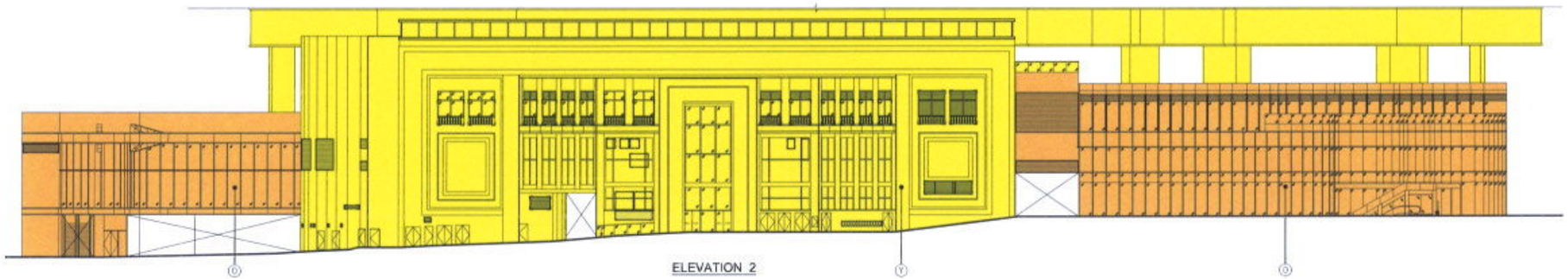
ARCHITECTS & PLANNERS

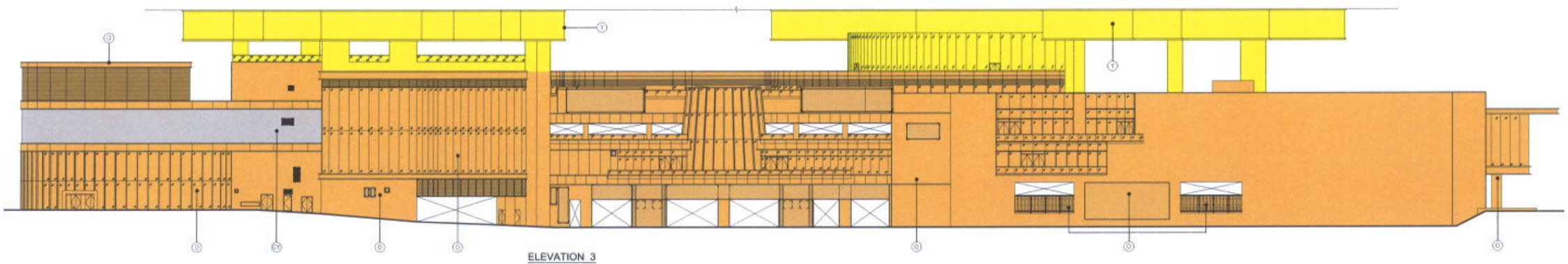
PROJECT: URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	JOB NO: 31690	DRAWING NO.: DMC-029	REV. NO.: (03)
TITLE: 5TH FLOOR PLAN(GREENERY AREAS)	DATE: April 2019	SCALE: 1 : 600 (A3)	



ELEVATION 1



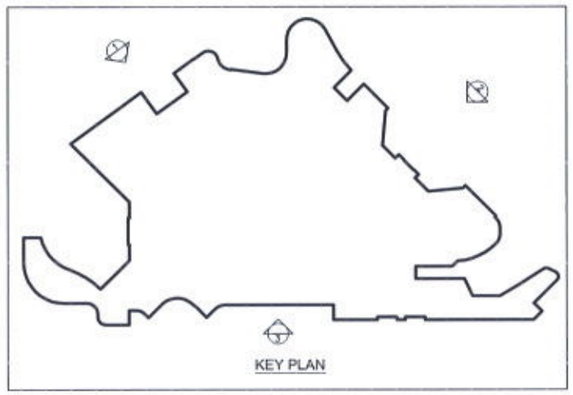
ELEVATION 2



ELEVATION 3

LEGEND :

- (Y) YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES
- (O) ORANGE – COMMERCIAL ACCOMMODATION
- (GY) GREY–COMMERCIAL COMMON AREAS AND FACILITIES



KEY PLAN

I hereby certify the accuracy of this plan.

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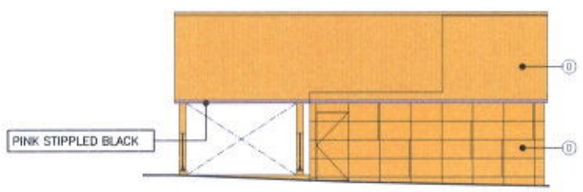
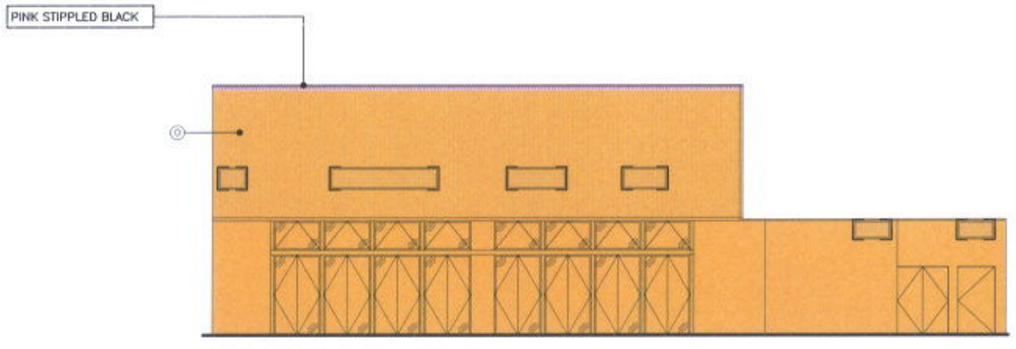
PROJECT:	JOB NO:	DRAWING NO.	REV. NO.
URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	31690	DMC–030	(01)
TITLE: ELEVATIONS	DATE: April 2019	SCALE: 1 : 600 (A3)	

ELEVATION 4



ELEVATION 5



ELEVATION 6

LEGEND :

Y YELLOW – RESIDENTIAL COMMON AREAS AND FACILITIES

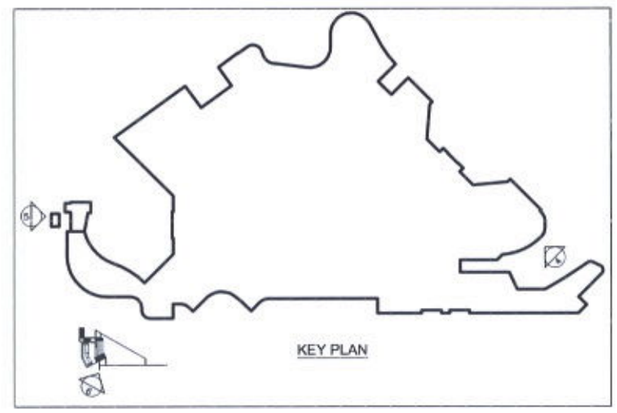
O ORANGE – COMMERCIAL ACCOMMODATION

PINK STIPPLED BLACK

PINK STIPPLED BLACK–HAWKER BAZAAR (GOVERNMENT ACCOMMODATION)

PINK TRIANGULAR HATCHED BLACK

PINK TRIANGULAR HATCHED BLACK – REFUSE COLLECTION POINT(GOVERNMENT ACCOMMODATION)



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PROJECT:	JOB NO:	DRAWING NO.	REV. NO.
URA KWUN TONG TOWN CENTRE REDEVELOPMENT (AREA 2 & 3) AT NKIL 6514 RP,KWUN TONG, KOWLOON	31690	DMC-031	(01)
TITLE: ELEVATIONS	DATE: April 2019	SCALE: 1 : 600 (A3)	