

This version of draft plans to be annexed to the Deed of Mutual Covenant and Management Agreement (“DMC”) are subject to amendment(s) from time to time in the future.

此版本的將夾附於公契及管理協議（「公契」）的圖則擬稿在將來可能會不時更改。

Dated _____

KAM SHEUNG PROPERTY DEVELOPMENT LIMITED
(錦上物業發展有限公司)
as the First Owner

and

KOWLOON-CANTON RAILWAY CORPORATION
九廣鐵路公司
as KCRC

and

[*]
as the First Purchaser

and

[*]
as the Manager

DEED OF MUTUAL COVENANT

and

MANAGEMENT AGREEMENT

in respect of

Lot No.1040 in Demarcation District No.103

Submission Draft <16>: 6 April 2022

Gallant

何耀棣律師事務所

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**DEED OF MUTUAL COVENANT
AND MANAGEMENT AGREEMENT**

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SECTION A

PARTIES AND RECITALS

Date **THIS DEED** is made the day of
20

Parties **BETWEEN**

- (1) **KAM SHEUNG PROPERTY DEVELOPMENT LIMITED (錦上物業發展有限公司)**, whose registered office is at 6th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong (the “**First Owner**”, which expression shall where the context so admits include its successors and assigns);
- (2) **KOWLOON-CANTON RAILWAY CORPORATION 九廣鐵路公司**, a corporation established pursuant to the Kowloon-Canton Railway Corporation Ordinance (Chapter 372 of the Laws of Hong Kong) having its principal office at 8/F., Fo Tan Railway House, 9 Lok King Street, Fo Tan, New Territories, Hong Kong (the “**KCRC**” which expression shall where the context so admits include its successors and assigns);
- (3) [*] of [*], Hong Kong (the “**First Purchaser**” which expression shall where the context so permits include its executors, administrators, successors and assigns); and
- (4) [*] whose registered office is situate at [*] (the “**Manager**” which expression shall where the context so admits include its successors appointed in accordance with the provisions herein).

Recitals **WHEREAS :-**

Title 1. Prior to the assignment to the First Owner referred to in Recital 2 below the Land was held by KCRC for the residue of the term created by the Government Grant.

Assignment of the Non- 2. By virtue of an Assignment dated 1 March 2022 registered at the Land Registry by Memorial No.22030201630016 made between KCRC of the one part and the First Owner of the other part as confirmed by a Confirmatory Assignment registered at the Land

Railway Portion	Registry by Memorial No. [*], all those 113,906 equal undivided 133,960 th parts or shares of and in the Land comprising the Estate were assigned by KCRC to the First Owner (the “ Non-Railway Portion Assignment ”).
Owner of the Reprovision Station Carpark and the West Rail	3. KCRC is the Owner of the Reprovision Station Carpark as defined in the Non-Railway Portion Assignment and is the owner of the West Rail and the West Rail Structures and Installations within the Land or in the vicinity of the Land serving the West Rail and the Railway Station and is responsible for the safety and the operation of the West Rail, the Railway Station and the West Rail Structures and Installations pursuant to Special Condition No.(42)(a)(i) of the Government Grant.
Development of the Estate	4. The First Owner is in the course of constructing the Estate upon the Land.
Allocation of Undivided Shares	5. For the purposes of sale of Units of the Estate, the Land and the Development have been notionally divided into 133,960 equal undivided shares as set out in the <u>FIRST SCHEDULE</u> hereto.
Assignment of the First Assigned Premises	6. By an Assignment bearing even date herewith executed immediately prior to this Deed and made between the First Owner of the one part and the First Purchaser of the other part, the First Assigned Premises was assigned to the First Purchaser by the First Owner (the “ Assignment ”).
Purpose of Deed	7. The parties hereto have agreed to enter into this Deed for the purposes of :- <ul style="list-style-type: none"> (a) defining and regulating the rights, interests and obligations of themselves and all subsequent Owners in respect of the Land and the Development; (b) making provisions for the management of the Land and the Development; and (c) appointing [*] as the Manager to exercise the powers and perform the duties on its part for the periods and on the terms and conditions herein contained.

Approval

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

OPERATIVE PARTS

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

SECTION B

DEFINITIONS

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

“Areas for Air-Conditioning”	means each of the air-conditioning platforms forming part of a Residential Unit provided on the Balconies or the Utility Platforms which are shown for the identification purpose only marked “A/C” on the plans annexed hereto;
“Authorized Person”	means Chan Wan Ming of P&T Architects and Engineers Limited, and any other replacement authorized person as defined in section 2(1) of the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) for the time being appointed by the First Owner;
“Balcony”	means each of the balconies forming part of a Residential Unit which locations are shown for identification purpose only Hatched Black and marked “BAL.” on the plans annexed hereto, and for the avoidance of doubt includes any Areas for Air-Conditioning thereon (if any), the glass and metal balustrades and other materials enclosing the balcony, the handrails and slabs thereof and the plaster and the finishes of the ceiling of the balcony and the lamp(s) and other fixtures (including but not limited to any suspended ceiling) (if any) at the balcony but excluding pipe duct coverings;
“Bicycle Parking Spaces”	means the spaces located on Basement 1 Floor of the Estate and designated for the parking of bicycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees pursuant to Special Condition No.(58)(d) of the Government Grant;
“Building Plans”	means the general building plans in respect of the Development or in respect of any part or parts thereof submitted to and approved by the Building Authority from time to time as the same may be amended;

“Building Rules”	means the Building Rules prescribed for the time being pursuant to <u>Section K</u> of this Deed as varied or modified from time to time;
“Cables”	means the electricity transmission cables of 132 kilovolts and 11 kilovolts together with the associated cable works, structures, facilities and installations laid by CLP Power Hong Kong Limited below the ground level or levels of the Land within the Cable Reserve Area referred to under Special Condition No.(80)(a) of the Government Grant;
“Cable Reserve Area”	means the area shown edged orange and marked “CABLE RESERVE AREA” on the Plan referred to under Special Condition No.(80)(a) of the Government Grant;
“Club House”	means such part of the Recreational Facilities constructed or to be constructed in accordance with the Building Plans for use by residents of the Residential Accommodation and their bona fide visitors as a club house from time to time;
“Common Areas”	means, collectively, (i) the Estate Common Areas, (ii) the Residential Common Areas, (iii) the Residential Car Park Common Areas and (iv) the Common Areas, Services and Facilities for Residential Accommodation and Residential Parking Spaces but excluding those parts of the Residential Accommodation or the Residential Parking Spaces which belong to the Owner of any particular Unit or which serve only any particular Unit;
“Common Areas, Services and Facilities for Residential Accommodation and Residential Parking Spaces”	means such areas and those services and facilities within the Estate including parts of the office accommodation for watchmen provided under Special Condition No.(46)(a) of the Government Grant, driveways and ramps connecting ground floor and basement intended for the joint common use and benefit of the Visitors’ Car Parking Spaces and the Residential Parking Spaces but excluding all the other types of Common Areas and Common Services and Facilities and such areas within the Estate in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belong to any particular Owner and such services and facilities within the Estate serving only any particular Owner, which areas are shown (where possible or

capable of being shown) for the purpose of identification only coloured Indigo on the plans annexed hereto;

“Common Services and Facilities”	means, collectively, (i) the Estate Common Services and Facilities, (ii) the Residential Common Services and Facilities and (iii) the Residential Car Park Common Services and Facilities;
“Connection Point”	means the connection point at Kam Ho Road at or about approximately the position shown by a black dot marked “CONNECTION POINT” on the Plan or such other point as may be approved in writing by the Director referred to in Special Condition No.(49)(d)(i) of the Government Grant;
“Deed”	means this Deed of Mutual Covenant and Management Agreement as amended or varied from time to time;
“Defects Liability Period”	means the defects liability period in relation to the Government Accommodation referred to in Special Condition No.(34)(a)(ii) of the Government Grant;
“Development”	means all messuages, erections, buildings, structures and facilities erected or to be erected in Phase 1A, Phase 1B and Phase 2 on the Land and comprising the Reprovision Station Carpark and the Estate and known as [*];
“Director”	means the Director of Lands from time to time;
“Ecological Corridor”	means an ecological corridor in the width of 30 metres running east-west across the Land referred to in Special Condition No.(23) of the Government Grant which is shown (where possible and capable of being shown) for the purpose of identification only marked “Ecological Corridor” on the plan bearing drawing no.DMC-03 annexed hereto;
“Estate”	means all messuages, erections, buildings, structures and facilities, including the Common Areas and Common Services and Facilities, erected or to be erected on the Non-Railway Portion;
“Estate Common Areas”	means those parts of the Estate which are intended for use by Owners of the Estate as a whole and not for the sole benefit of any Owner or group of Owners of the Estate including, but not

limited to, FS inlet & sprinkler control valve room, street fire hydrant water tank and pump room, sprinkler water tank and pump room, ducts, fan room for basement and its access pavement and passageways, water meter cabinet, master water meter room, gas meter room, owners' corporation office provided under Special Condition No.(48)(a) of the Government Grant, staircases and associated lobbies, corridors, ramps and landings, part of the Pedestrian Link, the Pedestrian Walkway, the Railway Station Emergency Vehicular Access, the External Walls of the Podium (including vertical green on the External Walls of the Podium but excluding the louvres installed in the External Walls of the Podium serving the Reprovision Station Carpark exclusively and any signs or signages of the Reprovision Station Carpark affixed, installed, erected or displayed or to be affixed, installed, erected or displayed on the External Walls of the Podium by the Owner of the Reprovision Station Carpark pursuant to Clause 5(g) of Part I of the Second Schedule hereto), the Slope Structures (if any) within the Estate, part of the Cable Reserve Area, part of the Waterworks Reserve Areas, and all other communal areas within the Estate not used for the sole benefit of any Owner or group of Owners of the Estate (but excluding the Residential Common Areas, the Residential Car Park Common Areas and the Common Areas, Services and Facilities for Residential Accommodation and Residential Parking Spaces). The Estate Common Areas are for the purpose of identification only as shown (where possible and capable of being shown) coloured Pink (including Pink Stippled Black) on the plans annexed hereto;

“Estate Common Services and Facilities”

means those services and facilities constructed or to be constructed in on or under the Development and which serve the Estate as a whole and not for the sole benefit of any Owner or group of Owners of the Estate including, but not limited to, fire-fighting installation and equipment, emergency generator and emergency power supply system, and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the common use and benefit of the Estate as part of the amenities thereof and not for the sole benefit of any Owner or group of Owners of the Estate (but excluding the Residential Common Services and Facilities, the

Residential Car Park Common Services and Facilities and the Common Areas, Services and Facilities for Residential Accommodation and Residential Parking Spaces);

“EV Facilities for Visitors’ Car Parking Spaces”

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

“External Walls of the Podium”

has the same meaning as defined in the Non-Railway Portion Assignment;

“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 and any addition or variation thereto from time to time in accordance with the relevant requirement of the Buildings Department, the Fire Services Department and any other relevant Government authorities;

“First Assigned Premises”

means all those [*] equal undivided 133,960th parts or shares of and in the Land and the Development together with the sole and exclusive right to the use, occupation and enjoyment of Flat [*] on [*] Floor of Tower [*] [and Residential Car Parking Space No(s)/Residential Motor Cycle Parking Space No(s).[*] on [*] Floor] of the Development;

“Fitting Out Rules”

means any rules, regulations or procedures as the Manager may make, revise, amend or implement from time to time pursuant to Section K of this Deed for the fitting out, decoration and alteration of a Residential Unit;

“FSI”

means The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (Chapter 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 the Owner of the Government Accommodation;

“Government”	means the Government of Hong Kong;
“Government Accommodation”	means, collectively, the Reprovision PTI and the Reprovision Public Toilet;
“Government Grant”	means the Agreement and Conditions of Grant by Private Treaty dated 5 th September 2017 and registered in the Land Registry as New Grant No.22520 as varied or modified by 2 modification letters dated 2 nd September 2021 and 7 January 2022 and registered in the Land Registry by Memorial Nos.21091001090014 and 22011301070016 respectively and as further varied or modified from time to time;
“GPA”	means the Government Property Administrator of the Government Property Agency of 9 th Floor, South Tower, West Kowloon Government Offices, 11 Hoi Ting Road, Yau Ma Tei, Kowloon, 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 whatever title or office who or which may at any time and from time to time take up and/or replace and/or assume and/or exercise, in whole or in part, any function or role of the Government Property Administrator;
“Green Areas”	means those areas or portions shown coloured green on the Plan referred to under Special Condition No.(6)(a)(i)(I) of the Government Grant which expression shall include the Structures constructed thereon;
“Greenery Area”	means the area or areas of the Land landscaped in accordance with Special Condition No.(21) of the Government Grant which is shown for the purpose of identification only Stippled Black on the plans bearing drawing nos.DMC-03 and DMC-04 annexed hereto;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Insured Risks”	means loss or damage by or in consequence of fire, earthquake, landslip, subterranean fire; bursting or overflowing of water tanks, apparatus or pipes; riot or civil commotion, strikes, labour or political disturbances; the action of malicious persons; explosion (including explosion of boilers and other heating or ventilation apparatus); lightning, thunderbolt, storm, tempest, typhoon, floods; impact by any road vehicle, aircraft or other aerial device or articles dropped therefrom; accidental damage to underground pipes and cables; and such other risks as the Manager in its sole discretion may from time to time decide;
“Items”	means, collectively, (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation; (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development; (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development; (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and (v) all other common parts and facilities serving the Government Accommodation and the remainder of the Development, referred to in Special Condition No.(36)(a) of the Government Grant;
“Land”	means all that piece or parcel of land registered at the Land Registry as Lot No.1040 in Demarcation District No.103;
“maintain”	means repair, uphold, support, rebuild, renew, upgrade, renovate, overhaul, pave, purge, scour, cleanse, empty, amend, keep, tend, replace, decorate and paint or such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and “maintenance” shall be construed accordingly;
“Maintenance Manual for the	means the maintenance manual for the Works and Installations as mentioned in Clause 12 of <u>Section L</u> of this Deed as may from

**Works and
Installations”**

time to time be amended or revised in accordance with the provisions of this Deed;

“management”

means all or any of the activities normally associated with management including without limitation operation, servicing, cleaning, enhancement, maintenance, repair, renovation, decoration, improvement, replacement, security, insurance and all duties and obligations to be performed and observed by the Grantee (as defined under the Government Grant) of the Land in relation to the Estate (other than the Units) or any area outside the boundary of the Land pursuant to or under the Government Grant (other than those duties and obligations required to be performed and observed by KCRC (as the original grantee of the Land under the Government Grant excluding its assigns but shall include the First Owner)) and all duties and obligations to be performed and observed by the Manager as herein provided and “manage” shall be construed accordingly;

**“Management
Charges”**

means the monthly charges and other costs, charges, expenses and contributions calculated in accordance with the provisions of Section J of this Deed;

**“Management
Units”**

means the management units attributable to the Units as set out in Part II of the FIRST SCHEDULE hereto;

**“Manager’s
Remuneration”**

means the Manager’s remuneration calculated in accordance with Clause 5 of Section H of this Deed and forming part of the Management Charges;

**“Noise Mitigation
Measures”**

means all or any of the noise mitigation measures referred to in Special Condition No.(76)(a) of the Government Grant provided within the Development and any subsequent amendments thereto (if any) approved by and in all respects to the satisfaction of the Director including setback from traffic noise source, the use of maintenance windows, acoustic windows (baffle windows) and acoustic fins, the provision of vertical noise barriers, solid parapet walls along podium boundary and solid parapet acoustic balconies (having depth of over 1 metre and use of acoustic absorptive materials on wall and at the ceiling), the provision of single frame double pane gasketed window and air conditioning system designed for noise mitigation purpose (the Noise

Mitigation Measures are, for the purpose of identification, as shown on the plans annexed hereto);

“Non-Common EV Facilities”

means all such facilities installed or to be installed for serving any of the Residential Parking Spaces exclusively for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation and forming part of a Residential Parking Space; such facilities shall include but not limited to such wires, cables, ducts, trunking, electric meters, base box, socket outlet, locks, covers and other security and/or protective devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

“Non-enclosed Areas”

means the Balcony and the Utility Platform respectively forming part of a Residential Unit and the covered area underneath the Balcony and the Utility Platform;

“Non-Railway Portion”

has the same meaning as defined in the Non-Railway Portion Assignment;

“Occupation Permit”

means any occupation permit (whether temporary or otherwise) issued by the Building Authority in respect of the Estate or any part of the Estate;

“Ordinance”

means the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) including any regulations made thereunder as amended from time to time or any amending legislation;

“Owner”

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

the mortgagee or chargee is in possession of or has foreclosed or has appointed a receiver to manage such Undivided Share(s);

“Owners’ Committee” means a committee of the Owners of the Development established under the provisions of this Deed;

“Owners’ Corporation” means the corporation of the Owners of the Development formed in accordance with section 8 of the Ordinance;

“Party Wall” means an internal wall which divides two Units;

“Pedestrian Link” means, collectively, any or all of the segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators as the Director may require) constructed or to be constructed within the Land at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as may be approved by the Director in accordance with Special Condition No.(49)(a) of the Government Grant for the purpose of linking up each and every building erected on the Land in accordance with Special Condition No.(49)(b)(i) of the Government Grant and all major facilities within the Land including but not limited to the residential blocks, the Reprovision PTI and the Reprovision Station Carpark in accordance with Special Condition No.(49)(b)(ii) of the Government Grant, which is shown for the purpose of identification only Edged Dotted Red on the plans annexed hereto, part of which forms part of the Residential Common Areas and part of which forms part of the Estate Common Areas;

“Pedestrian Walkway” means the pedestrian walkway designed and provided within the Land so as to link up at such locations and levels as approved by the Director (i) the Reprovision PTI, (ii) the Reprovision Station Carpark, (iii) the ground level of the Land, (iv) the footpath at the Connection Point, (v) the footpaths at street level adjacent to the Land, and (vi) the Railway Station referred to in Special Condition No.(49)(d) of the Government Grant, which is shown for the purpose of identification only Circled Black on the plans annexed hereto;

“Phase”	means a phase of the Development in the context of the same being constructed in phases and to which Undivided Shares are allocated herein and “Phases” shall be construed accordingly;
“Phase 1A”	means part of the Development consisting of the Reprovision Station Carpark, the Residential Parking Spaces, Phase 1 Tower 2, Phase 1 Tower 3, Phase 1 Tower 5, Phase 1 Tower 6 and the Phase 1A Common Areas and Common Services and Facilities constructed in accordance with the Building Plans. Phase 1A are for the purpose of identification only as shown (where possible and capable of being shown) coloured Red on the phasing plans annexed hereto;
“Phase 1A Common Areas and Common Services and Facilities”	means part of the Common Areas and part of the Common Services and Facilities, forming part of Phase 1A;
“Phase 1B”	means part of the Development consisting of Phase 1 Tower 1, Phase 1 Tower 7, Phase 1 Tower 8, Phase 1 Tower 9, Phase 1 Tower 10 and the Phase 1B Common Areas and Common Services and Facilities constructed in accordance with the Building Plans. Phase 1B are for the purpose of identification only as shown (where possible and capable of being shown) coloured Violet on the phasing plans annexed hereto;
“Phase 1B Common Areas and Common Services and Facilities”	means part of the Common Areas and part of the Common Services and Facilities, forming part of Phase 1B;
“Phase 2”	means part of the Development consisting of the Reprovision PTI, the Reprovision Public Toilet, Phase 2 Tower 1, Phase 2 Tower 2, Phase 2 Tower 3, Phase 2 Tower 5 and the Phase 2 Common Areas and Common Services and Facilities constructed in accordance with the Building Plans. Phase 2 are for the purpose of identification only as shown (where possible and capable of being shown) coloured Green on the phasing plans annexed hereto;

“Phase 2 Common Areas and Common Services and Facilities”	means part of the Common Areas and part of the Common Services and Facilities, forming part of Phase 2;
“Plan”	means the plans annexed to the Government Grant;
“Projecting Structures”	has the same meaning as defined in Special Condition No.(4)(a)(ii) of the Government Grant;
“Railway Station”	means the railway station known as “West Rail Kam Sheung Road Station”;
“Railway Station Emergency Vehicular Access”	means the emergency vehicular access referred to under Special Condition No.(51)(a) of the Government Grant, which areas for the purpose of identification only are shown and coloured Pink Stippled Black on the plans annexed hereto;
“Recreational Facilities”	means the recreational facilities and facilities ancillary thereto (including but not limited to the Club House) which are shown (where possible and capable of being shown) for the purpose of identification only Hatched Black on the plans bearing drawing nos.DMC-03 and DMC-04 annexed hereto as are approved by the Director pursuant to the provisions of Special Condition No.(45)(a) of the Government Grant which now are or may at any time during the Term be provided for the common use and benefit of the residents of the Residential Accommodation and their bona fide visitors;
“Reprovision PTI”	means, collectively, the public transport interchange located or to be located at the Lower Ground Floor of the Development and constructed or to be constructed in accordance with Special Condition No.(24)(a)(i) of the Government Grant (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 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 may at his sole

discretion determine and, for the purpose of identification only, shown coloured Violet Triangled Black on the plans bearing drawing nos.DMC-02 and DMC-03 annexed hereto;

**“Reprovision
Public Toilet”**

means one public toilet constructed or to be constructed in accordance with Special Condition No.(24)(a)(ii) of the Government Grant (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 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 may at his sole discretion determine and, for the purpose of identification only, shown coloured Violet Hatched Black on the plans bearing drawing nos.DMC-02 and DMC-03 annexed hereto;

**“Reprovision
Station
Carpark”**

has the same meaning as defined in the Non-Railway Portion Assignment;

**“Residential
Accommodation”**

means those parts of the Estate constructed or to be constructed in accordance with the Building Plans for residential use;

**“Residential Car
Park Common
Areas”**

means those parts of the Estate intended for the common use and benefit of the Owners, occupiers and licensees of the Residential Parking Spaces designated for the parking of motor vehicles or motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees including without limitation all accessory areas, parts of the protected lobbies, circulation passages, void spaces and its associated protection thereof, entrances, ramps, driveways but excluding anything contained in the Government Accommodation, the Estate Common Areas, the Residential Common Areas and the Common Areas, Services and Facilities for Residential Accommodation and Residential Parking Spaces; and, insofar as they are capable of being shown on plans, the Residential Car Park Common Areas

are as shown for the purpose of identification only coloured Green on the plans annexed hereto;

**“Residential Car
Park Common
Services and
Facilities”**

means those services and facilities which serve the Residential Parking Spaces designated for the parking of motor vehicles or motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees including, but not limited to, drainage system, channels, ducting, pipes, cables, wiring, plant and machinery, ventilation system, electrical and lighting installations, fittings, equipment and apparatus, lifts, fire-fighting installations and equipment, security systems and apparatus, automatic carpark control system and public address system and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for common use and benefit of the Owners, occupiers and licensees of the Residential Parking Spaces but excluding anything contained in the Government Accommodation, the Estate Common Services and Facilities, the Residential Common Services and Facilities and the Common Areas, Services and Facilities for Residential Accommodation and Residential Parking Spaces;

**“Residential Car
Parking Space”**

means a Unit provided under Special Condition No.(58)(a)(i) of the Government Grant and designated for the parking of motor vehicles licensed under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong), and any regulations made thereunder and any amending legislation, and belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees and **“Residential Car Parking Spaces”** shall be construed accordingly;

**“Residential
Common Areas”**

means those parts of the Residential Accommodation intended for the common use and benefit of the Owners of the Residential Accommodation and not for the sole benefit of any Owner of a Residential Unit, including but not limited to refuse storage and material recovery chamber, parking space for refuse collection operation, Bicycle Parking Spaces, rain water recycling tank and pump room, areas for installation or use of aerial broadcast distribution or telecommunications network facilities, transfer plates, residential entrance lobbies, shuttle lift lobbies, staircases, fireman’s lift lobbies, parts of the protected lobbies, landings,

walkways, covered walkway as shown for the purpose of identification only (where possible and capable of being shown) Hatched Red on the plan bearing drawing nos.DMC-03 and DMC-04 annexed hereto, corridors and passages, refuge floors, communal open space, the Greenery Area, Noise Mitigation Measures (excluding those forming part or parts of a Unit), lift shafts, plant and equipment rooms podium deck, smoke vent outlets, wider common corridors and lift lobbies of the Towers, refuse rooms, swimming pool filtration plant rooms, roofs, flat roofs and common flat roofs, architectural features of the Towers and associated supporting beams and columns, the external walls (including curtain walls or any part thereof (including the window frames, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of the curtain wall, the non-openable windows therein or thereto and window frames, glass panels, cast-in anchors, gasket, window sealant and such other components of such non-openable windows but excluding all openable windows installed therein and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows)), non-structural prefabricated external wall, claddings, louvres, grilles and facades of the Towers, parapet walls, structural walls and columns within or appertaining to the Residential Accommodation, all the slabs of the said parts of the Residential Accommodation, and all utilities, services, trenches, pits and facilities which serve the Residential Accommodation or any part thereof, as well as all the finishes of the Residential Accommodation, the movement joints therein and its associated protection thereof, the loading and unloading spaces for goods vehicles provided under Special Condition No.(59)(a) of the Government Grant, Visitors' Car Parking Spaces, parts of the office accommodation and quarter for watchmen provided under Special Condition Nos.(46)(a) and (47)(a) of the Government Grant, covered landscaped and play areas as shown for the purpose of identification only (where possible and capable of being shown) Hatched Black on the plans bearing drawing nos.DMC-03A and DMC-04A annexed hereto, Recreational Facilities, fire services pump rooms, transformer rooms, switch rooms, primary air unit rooms, main telecommunication

broadcast equipment rooms, telecommunication duct, emergency generator rooms, water pump rooms, fan rooms, chiller plant room, water meter cabinet room, air handling unit rooms, filtration plant rooms, pipe ducts, pipe duct coverings, cable ducts, air duct shaft, mail boxes, canopy, lawns, water features, planters, footpaths, open spaces; parts of the Pedestrian Link, part of the Cable Reserve Area, part of the Waterworks Reserve Areas, the water-proofing system and associated protection immediately above the lowest slab at the ceiling of the Reprovision Station Carpark; and other areas designated for the benefit of the Residential Accommodation but excluding anything contained in the Government Accommodation, the Estate Common Areas, the Residential Car Park Common Areas and the Common Areas, Services and Facilities for Residential Accommodation and Residential Parking Spaces; and, insofar as they are capable of being shown on plans, the Residential Common Areas are for the purpose of identification only as shown (where possible or capable of being shown) coloured Orange on the plans annexed hereto;

**“Residential
Common
Services and
Facilities”**

means those services and facilities constructed or installed or to be constructed or installed in on or under the Development and which serve the Residential Accommodation and not for the sole benefit of any Owner of a Residential Unit including but not limited to, the EV Facilities for Visitors’ Car Parking Spaces, telecommunication network facilities, drains, channels, water tanks, ducting, pipes, cables, wiring, plant and machinery, air-conditioning and ventilation system, electrical installations, fittings, equipment and apparatus, lifts, fire-fighting installations and equipment, security systems and apparatus and gondolas but excluding anything contained in the Government Accommodation, the Estate Common Services and Facilities, the Residential Car Park Common Services and Facilities and the Common Areas, Services and Facilities for Residential Accommodation and Residential Parking Spaces;

**“Residential
Motor Cycle
Parking Space”**

means a Unit provided under Special Condition (58)(c)(i) of the Government Grant and designated for the parking of motor cycles licensed under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong), and any regulations made thereunder and

	any amending legislation belonging to the residents of Residential Units and their bona fide guests, visitors or invitees;
“Residential Parking Spaces”	means any Residential Car Parking Space and Residential Motor Cycle Parking Space and “Residential Parking Space” shall be construed accordingly;
“Residential Unit”	means a Unit in the Residential Accommodation;
“Schedule of Works and Installations”	means a schedule of the Works and Installations which include but not limited to the items as set out in the <u>FOURTH SCHEDULE</u> hereto and as may from time to time be amended or revised in accordance with the provisions of this Deed;
“Signalling Cables Set Back Areas”	has the same meaning as defined in Special Condition No.(42)(a)(iv) of the Government Grant and, for the purpose of identification only, shown edged green on the plan bearing drawing no.DMC-02 annexed hereto;
“Slope Maintenance Manual”	means the maintenance manual for the Slope Structures (if any) prepared in accordance with “Geoguide 5 - Guide to Slope Maintenance” issued by the Geotechnical Engineering Office as amended or substituted from time to time and approved by the relevant Government authorities;
“Slope Structures”	means all slopes, slope treatment works, retaining walls and other structures within or outside the Land (if any), in respect of which the Owners are required to maintain and carry out all works under the Government Grant or this Deed (if any);
“Special Fund”	means a special fund to be set up by the Manager pursuant to Clause 2(a) of <u>Section J</u> of this Deed for expenditure in relation to the management of the Estate of a capital and non-recurring nature for the purpose of Paragraph 4 of Schedule 7 to the Ordinance;
“Structures”	shall have the same meaning as defined in Special Condition No.(6)(a)(i)(II) of the Government Grant;

“Term”	means the term of 50 years commencing from 5 th September 2017 and expiring on 4 th September 2067 created by the Government Grant;
“Tower”	means a tower block constructed as part of the Residential Accommodation;
“Undivided Share”	means an equal undivided part or share of and in the Land and of and in the Development allocated in accordance with the provisions of this Deed;
“Unit”	shall have the same definition as “flat” under the Ordinance and without in any way limiting the generality of the foregoing, means a part of the Estate the exclusive use and enjoyment of which has been or is intended to be assigned to an Owner including, except as expressly provided otherwise herein, the internal plaster and other internal covering of the external walls enclosing the Unit, the plaster and covering of the internal surface of other enclosing walls abutting on the Common Areas enclosing the Unit, the internal walls within a Unit, in the case of non-structural Party Wall only up to the mid point of such Party Wall, in case of structural Party Wall only the plaster and covering of the internal surface of the Party Wall, all openable windows installed in or to any curtain wall enclosing a Residential Unit and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows and also casement windows (whether openable or not) installed in or to any external wall (other than curtain wall) enclosing a Residential Unit and the window frame on the external wall, frames enclosing the glass panels of the casement windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such casement windows, the finishes (but not any other part) of ceilings and floors, the bay window (if any), the glass and metal balustrades of the Balconies and the Noise Mitigation Measures (if any) forming part of a Unit but shall exclude all structural columns and walls (if any) within the Unit and structural columns and walls (if any) appertaining to the Unit, and the external finishes of the Government Accommodation and Provided That as far as the Government Accommodation is concerned, 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 are excluded;

**“Utility
Platform”**

means each of the utility platforms forming part of a Residential Unit which locations are shown for identification purpose only Cross-Hatched Black and marked “UP.” On the plans annexed hereto, and for the avoidance of doubt includes any Areas for Air-Conditioning thereon (if any), the glass, metal grilles and balustrades and other materials enclosing the utility platform and the handrails thereof and the plaster of and the finishes of the ceiling of the utility platform and the lamp(s) and other fixtures (including but not limited to any suspended ceiling) (if any) at the utility platform but excluding pipe duct coverings;

**“Visitors’ Car
Parking Spaces”**

means parking spaces of motor vehicles provided under Special Condition No.(58)(a)(iii) of the Government Grant for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of the residents of the Residential Units which shall include the parking spaces for parking of motor vehicles by disabled persons as defined under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation and forms part of the Residential Common Areas;

**“Waterworks
Reserve Areas”**

has the same meaning as defined in Special Condition No.(72)(c) of the Government Grant which areas are shown for the purpose of identification only Cross-Hatched Black Edged Blue on the plans annexed hereto;

“West Rail”

means the railway known as the West Rail as referred to in Special Condition No.(42)(a)(i) of the Government Grant;

**“West Rail
Signalling
Cables”**

has the same meaning as defined in Special Condition No.(42)(a)(ii) of the Government Grant;

**“West Rail
Structures and
Installations”**

has the same meaning as defined in Special Condition No.(42)(a)(i) of the Government Grant and for the avoidance of doubt, shall include the Projecting Structures and the West Rail Signalling Cables;

**“Works and
Installations”**

means the major works and installations in the Estate (whether forming part of the Common Areas and the Common Services and Facilities or not) requiring regular maintenance on a recurrent basis;

SECTION C

RIGHTS OF OWNERS

**Rights
attaching to
Undivided
Shares**

1. (a) Each Undivided Share shall during the residue of the Term and any renewal thereof and subject to the covenants and terms contained in the Government Grant and the Non-Railway Portion Assignment and in this Deed, be held by the person or persons from time to time entitled thereto together with the full and exclusive right and privilege to hold, use and occupy the Unit designated opposite to it in Part I of the FIRST SCHEDULE hereto and the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the SECOND SCHEDULE hereto but subject to the exceptions and reservations set out in Part II of the SECOND SCHEDULE hereto and subject also to the Building Rules and Fitting Out Rules as mentioned under Section K of this Deed.
- (b) All the easements, rights and privileges reserved to the First Owner and of all the other Owners in this Deed and the powers, duties, rights and privileges of the Manager contained in this Deed shall be subject to the easements rights and privileges of FSI and KCRC and shall not in any way adversely affect or prejudice the easements, rights and privileges reserved to FSI and KCRC in this Deed, the Government Grant and the Non-Railway Portion Assignment.

**Right to make
additions etc.**

2. Without prejudice to Clause 7 of Section K of this Deed, each Owner of a Unit (other than an Owner of a Residential Parking Space) shall have the right subject to this Deed, the Fitting Out Rules and the Building Rules and any other Government rules and statutory requirements affecting it to make or install in his own Unit at his own expense any additions, improvements, lights, fittings, fixtures or decorations which can be installed, fixed and removed without any structural alteration and without interfering with or affecting the rights of other Owners and without affecting the existing design or external appearance of

the facade or elevations of any building and each such Owner shall have the right to remove the same at his own expense in the like manner Provided Always That the Owner of the Government Accommodation shall have the right to make additions, alterations and other works to the Government Accommodation and services and facilities serving the Government Accommodation in accordance with Clause 4 of Part I of the SECOND SCHEDULE to this Deed.

**Right of
Owners to
assign without
reference to
other Owners**

3. (a) Every Owner shall have the full right and liberty without reference to any other Owner or any person who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or such person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Share(s) or interest of and in the Land and the Development together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Development which may be held therewith Provided That any such transaction shall be expressly subject to and with the benefit of this Deed.
- (b) Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Deed.

Party Walls

4. A non-structural Party Wall (other than its plaster and covering) shall be repaired and maintained at the joint expense of the Owners of the Units which the Party Wall separates Provided That all Party Walls forming part of the Items should be maintained by the Manager for and at the expenses of the Owners of the Estate (excluding FSI as the Owner of the Government Accommodation) in accordance with Clause 9 of Section E of this Deed.

Rights of the Owner of the Reprovision Station Carpark	5. The Owner of the Reprovision Station Carpark shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Non-Railway Portion Assignment and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy the Reprovision Station Carpark together with the appurtenances thereto and the entire rents and profits thereof.
Rights of First Owner	6. The First Owner shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, this Deed and the Non-Railway Portion Assignment have the full and exclusive right and privilege to hold, use, occupy and enjoy the Estate together with the appurtenances thereto and the entire rents and profits thereof save and except the First Assigned Premises, the Reprovision Station Carpark and the Government Accommodation.
Rights of First Purchaser	7. The First Purchaser shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, this Deed and the Non-Railway Portion Assignment have the full and exclusive right and privilege to hold, use, occupy and enjoy the First Assigned Premises together with the appurtenances thereto and the entire rents and profits thereof.
Disposal restrictions	8. (a) The right to the exclusive use, occupation and enjoyment of any Unit or any part thereof shall not be sold, assigned, mortgaged, charged, leased, licensed or otherwise disposed of separately from the Undivided Share with which the same is held Provided That this provision shall not restrict (i) the leasing of any Unit for a term of ten (10) years or less (other than leases in respect of the Reprovision Station Carpark or any part thereof for such terms as may be permitted under the Government Grant) or (ii) the licensing of any Unit or (iii) the alienation of the Reprovision Station Carpark in accordance with Special Conditions Nos.(39) or (40)(a) of the Government Grant.

- (b) No Owner of a Residential Unit or a Residential Parking Space shall be entitled to sub-divide or partition that Residential Unit or Residential Parking Space.
- (c) No Residential Unit or Residential Parking Space shall be sold, assigned, mortgaged, charged, leased or disposed of except as a whole to the intent that each Residential Unit or Residential Parking Space shall be owned and occupied as a single residence or parking space, as the case may be.
- (d) The Residential 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 Residential Units, or (II) to an Owner of a Residential Unit or Residential Units; or
 - (ii) underlet except to residents of the Residential Units;

Provided That in any event not more than three in number of the total of the Residential Parking Spaces shall be assigned to the Owner or underlet to the resident of any one Residential Unit.

- (e) Notwithstanding sub-clause (d) above, the Residential Parking Spaces may, subject to the prior written consent of the Director, be assigned or disposed of as a whole in accordance with Special Condition No.(62)(b) of the Government Grant.

SECTION D

ABATEMENT OF RIGHTS

- Reinstatement**
1. If the whole or any part of the Estate has been damaged by fire, typhoon, earthquake, subsidence or other causes rendering it substantially unfit for use or habitation or occupation, the Owners of not less than 75% of the Undivided Shares allocated to that damaged part(s) of the Estate (excluding the Undivided Shares allocated to the Common Areas and the Common Services and Facilities) may convene a meeting and decide by a resolution of not less than 75% of those present at the meeting whether or not to rebuild or reinstate the damaged part(s) of the Estate. The resolution is to be binding upon all the Owners of the damaged part(s).

SECTION E

OBLIGATIONS OF OWNERS

Owners to comply

1. The Owners and the Manager shall at all times hereafter so long as they remain as Owners of any Undivided Share or manager of the Estate (as the case may be) comply with and shall observe and perform the covenants, provisions, restrictions and prohibitions contained in :-
 - (a) the Government Grant;
 - (b) this Deed; and
 - (c) the Non-Railway Portion Assignment in so far as such covenants, provisions, restrictions and prohibitions run with the Land and are binding on the Owners and the Manager.

Owners to observe restrictive covenants

2. Subject to the rights, easements and privileges reserved by FSI as the Owner of the Government Accommodation under Clause 4 of Part I of the SECOND SCHEDULE to this Deed, by the Owner of the Reprovision Station Carpark in Clause 5 of Part I of the SECOND SCHEDULE to this Deed and by KCRC in Clause 6 of Part I of the SECOND SCHEDULE to this Deed, the Owners shall at all times hereafter be bound by and shall observe and perform the covenants, restrictions and prohibitions set out in the THIRD SCHEDULE hereto.

Government rent

3. (a) Subject to the provisions of Clause 3(b) of this Section, all Owners (save and except the Owner of the Government Accommodation) shall be liable for payment of the Government rent in respect of the Land. The Owners of the Estate (save and except the Owner of the Government Accommodation) shall be liable for the payment of the Government rent in respect of the Estate in proportion to the respective number of Management Units for the time being vested in them.
- (b) To the extent that separate demands for Government rent are raised by Government in respect of a Unit or any other distinct part of the Development, such demands

shall be settled by the Owner or Owners of those parts of the Development.

- (c) Without prejudice to the Owners' ultimate liability under Clause 3(a) or 3(b) of this Section the Manager shall have the right to pay the Government rent on behalf of the Owners of any part of the Estate other than the Government Accommodation and to recover from them the amount thereof as part of the Management Charges.

Rates and taxes

- 4. All existing and future taxes, rates, assessments, property tax and outgoings of every description for the time being payable in respect of any Unit or of any other part of the Development the exclusive use, occupation and enjoyment of which has been assigned to any Owner shall be borne by the Owner thereof who shall pay them directly to the appropriate authority.

Utilities

- 5. Charges for the supply and consumption of water, electricity, gas and other utilities in connection with any Unit shall be paid directly to the appropriate utility company or authority by the Owner of such Unit.

Management Charges

- 6. (a) Subject to sub-clause (b) below, each Owner of the Estate (save and except FSI as the Owner of the Government Accommodation) shall upon demand pay to the Manager the Management Charges in respect of any Unit owned by him, calculated in accordance with the provisions of Section J of this Deed.
- (b) The Owner of the Reprovision Station Carpark shall be responsible for the maintenance and management of the Reprovision Station Carpark but not any part of the Estate and shall not be liable to contribute towards the Management Charges (except as provided for in Clause 5(d) of Section J of this Deed), the Special Fund and deposits calculated in accordance with Section J hereof.
- (c) Notwithstanding Clause 6(b) of this Section and for the avoidance of doubt, KCRC as the owner of the West Rail shall be responsible for the maintenance and management of the West Rail Structures and Installations on or within the Land or the Development

and shall not be liable to contribute towards the Management Charges, the Special Fund and the deposits calculated in accordance with Section J hereof.

Repairs

7. Each Owner of the Estate (save and except FSI as the Owner of the Government Accommodation) shall at his own expense keep :-
- (a) each Unit (other than a Residential Parking Space) of which he is for the time being the Owner and of any other part of the Estate the exclusive use, occupation and enjoyment of which has been assigned to him, and the interior, doors thereof, and all the fixtures and fittings, plumbing, electrical and other installations therein or serving that Unit exclusively;
 - (b) any Balcony, Utility Platform or Areas for Air-Conditioning forming part of a Residential Unit of which he is for the time being the Owner; and
 - (c) any Residential Parking Space of which he is for the time being the Owner;

in good and substantial repair and condition.

Obligations of the Owner of the Government Accommodation

8. (a) FSI as the Owner of the Government Accommodation shall manage and maintain the Government Accommodation only but not the Items or the remainder of the Development.
- (b) Without prejudice to Special Condition No.(34) of the Government Grant, the First Owner (excluding its assigns) and KCRC (excluding its assigns) shall, at all times until expiry of the Defects Liability Period, at their own expense maintain in good condition and in all respects to the satisfaction of the Director or FSI or both the Government Accommodation and the building services installations therefor.
- (c) Notwithstanding sub-clause (a) of this Clause 8, 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.

Maintenance of Items

9. All Owners (save and except FSI as the Owner of the Government Accommodation) shall, acting by the Manager, be responsible for maintaining, managing and repairing the Items in accordance with Special Condition No.(36)(a) of the Government Grant and shall indemnify and shall keep indemnified the Government and FSI from and against all actions, proceedings, liabilities, claims, costs, expenses, losses, damages, charges and demands of whatsoever nature arising out of or as a consequence of a failure to maintain, manage or repair the Items.

Works by Owners

10. (a) All Owners of the Estate (save and except the Owner of the Government Accommodation) shall apply for the Manager's consent in relation to all matters which require such consent under the terms of this Deed or the Fitting Out Rules or the Building Rules and shall be bound by the Manager's decision and shall comply with any terms or conditions which the Manager may impose. Where consent or approval of the Manager is required under this Deed, such consent or approval shall not be unreasonably withheld.
- (b) Any work, whether or not the Manager's consent is required for the same, shall in all respects fully comply with the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) and any regulations made thereunder and with the requirements of any other relevant ordinances or competent authority and in carrying out such work an Owner of the Estate (save and except the Owner of the

Government Accommodation) shall and shall cause his servants, agents, contractors and workmen to cooperate fully with the Manager and all servants, agents, contractors and workmen of the Manager and with other Owners, tenants or contractors carrying out work in the Estate. An Owner of the Estate (save and except the Owner of the Government Accommodation), his servants, agents, contractors and workmen shall obey and comply with all reasonable instructions and directions which may be given by the Manager in connection with the carrying out of such work.

- (c) Without prejudice to the aforesaid, the Owners of the Estate (save and except the Owner of the Government Accommodation) who require such consent under this Clause shall if required by the Manager pay on demand all costs, charges and expenses (without prejudice to the generality of the foregoing, including legal costs and fees payable to professional consultants and advisers) which may be reasonably incurred by the Manager in connection with any licence or consent required by these provisions. The Manager shall not charge the Owners any fee other than a reasonable administrative fee for processing and issuing such consent or approval and all such fee shall be credited to the Special Fund.

**West Rail
railway
protection**

- 11. (a)
 - (i) No Owner shall carry out any building works, foundation works or any other works, nor do or permit anything to be done, on the Development or the Land or any part thereof which shall damage, interfere with, obstruct, endanger or affect the safety or the operation of the West Rail, the Railway Station and the West Rail Structures and Installations in or passing through or in the vicinity of the Development or the Land or any part thereof or the West Rail Signalling Cables within, over, above or under the Signalling Cables Set Back Areas.
 - (ii) No Owner shall erect or construct any building, structure, support for any building or buildings

or any structure or structures, or projection (other than boundary fences the type, design and disposition of which shall be subject to the prior approval in writing of the Director and other than the Projecting Structures) within the Signalling Cables Set Back Areas, and no Owner shall plant any trees within the Signalling Cables Set Back Areas.

- (b) Without prejudice to the terms and conditions of the Government Grant and other terms and conditions of this Deed, if an Owner intends to carry out any structural works within the Development or on the Land or in the vicinity of the Development or the Land or any part thereof, the Owner shall :-
 - (i) give KCRC reasonable prior notice in writing of the carrying out of such structural works;
 - (ii) consult KCRC to ensure that any such structural works do not damage, interfere with, obstruct or endanger the safety or the operation of the West Rail, the Railway Station, the West Rail Structures and Installations, the Signalling Cables Set Back Areas or any part thereof; and
 - (iii) at the Owner's own expense, take such necessary measures and precautions as may reasonably be required by KCRC to ensure that such structural works will not damage, interfere with, obstruct or endanger the safety or the operation of the West Rail, the Railway Station, the West Rail Structures and Installations, the Signalling Cables Set Back Areas or any part thereof.
- (c) Without prejudice to the terms and conditions of the Government Grant and other terms and conditions of this Deed and subject to sub-clause (a)(ii) of this Clause 11, if an Owner intends to carry out any works whatsoever within, over, above or under the Signalling Cables Set Back Areas, the Owner shall :-

- (i) give KCRC reasonable prior notice in writing of the carrying out of such works;
 - (ii) consult KCRC to ensure that any such works do not damage, interfere with or endanger the safe operation of the West Rail Signalling Cables or any part thereof; and
 - (iii) at the Owner's own expense, take such necessary measures and precautions as may reasonably be required by KCRC to ensure that the works will not damage, interfere with or endanger the safe operation of the West Rail Signalling Cables or any part thereof.
- (d) Throughout the whole of the Term the Owners shall comply with and observe to the satisfaction of the Director of Buildings all the requirements imposed by the Director of Buildings to protect the West Rail, the Railway Station and the West Rail Structures and Installations.
- (e) The Owners shall at their own expenses comply with all special requirements of the Director of Buildings, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used) repair and maintenance of any part or parts of the Estate which is connected or in close proximity to the West Rail, the Railway Station and the West Rail Structures and Installations.
- (f) The Owners shall observe and comply with all ordinances, by-laws and Government regulations of Hong Kong for the time being in force and relating to the West Rail, the Railway Station, the West Rail Structures and Installations and the Signalling Cables Set Back Areas.
- (g) The Owners shall satisfy themselves as to the extent of the West Rail, the Railway Station, the West Rail Structures and Installations and the Signalling Cables

Set Back Areas constructed on under or in the vicinity of the Land and shall not make any claim against the Government and the owner of the West Rail Structures and Installations, its officers, servants and agents and any other persons authorized by it for any damage, loss, nuisance or disturbance whatsoever caused to or suffered by the Owners arising out of the presence, operation, construction or maintenance of the West Rail, the Railway Station, the West Rail Structures and Installations and the Signalling Cables Set Back Areas.

**Owner to make
good loss or
damage**

12. Each Owner (save and except FSI as the Owner of the Government Accommodation) shall be responsible to the other Owners and occupiers and to the Manager for the acts and omissions of all persons occupying any Unit of which he is the Owner or using the same with his consent, express or implied, and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is responsible to make good or repair such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or occupiers which the Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

Indemnity

13. Each Owner (save and except FSI as the Owner of the Government Accommodation) shall be responsible for and shall indemnify the Manager and all other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of his own act or negligence or that of any person occupying any Unit (except the Government Accommodation) of which he is the Owner or using the same with his consent, express or implied or by, or through, or in any way owing to the overflow of water or escape of fire or other substances originating therefrom.

Appointment of attorney

14. (a) For the purposes of carrying out any of the provisions of Clause 3 of Part II of the SECOND SCHEDULE hereto each Owner (save and except FSI as the Owner of the Government Accommodation) shall be deemed to have appointed the First Owner irrevocably as his attorney.
- (b) The Owners of the Estate (save and except FSI as the Owner of the Government Accommodation) jointly and severally and irrevocably appoint KCRC as their attorney and grant unto KCRC as the Owner of the Reprovision Station Carpark mentioned in the Non-Railway Portion Assignment 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 KCRC as the Owner of the Reprovision Station Carpark mentioned in Part I of the Second Schedule to the Non-Railway Portion Assignment with full power of delegation and the Owners of the Estate (save and except FSI as the Owner of the Government Accommodation) hereby further jointly and severally and irrevocably 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 above mentioned grant.

Covenants in assignment

15. When an Owner (save and except FSI as the Owner of the Government Accommodation) assigns his Unit (save and except the Government Accommodation), the assignment shall include the following covenants :-

“The Purchaser covenants with **KOWLOON-CANTON RAILWAY CORPORATION 九廣鐵路公司** as the owner of the Reprovision Station Carpark mentioned in the Non-Railway Portion Assignment (as defined in the Deed of Mutual Covenant and Management Agreement dated the [*] day of 20[*] relating to Lot No.1040 in Demarcation District No.103 (the “**Deed of Mutual Covenant and Management Agreement**”)) (the “**Owner of the Reprovision Station Carpark**”) (which

expression shall include its successors and assigns (other than the Purchaser) and attorneys) for the purpose of enabling the Owner of the Reprovision Station Carpark to exercise all or any of the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted under Part I of the Second Schedule to the Non-Railway Portion Assignment and reinstated in the Deed of Mutual Covenant and Management Agreement and to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the “**Covenanting Purchaser**”) and shall enure for the benefit of the Reprovision Station Carpark and be enforceable by the Owner of the Reprovision Station Carpark that :-

- (a) the Covenanting Purchaser grants confirms and acknowledges the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted and conferred on the Owner of the Reprovision Station Carpark under Part I of the Second Schedule to the Non-Railway Portion Assignment and under Clause 5 of Part I of the Second Schedule to the Deed of Mutual Covenant and Management Agreement 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 covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the Owner of the Reprovision Station Carpark;
- (b) the Covenanting Purchaser shall, if required by the Owner of the Reprovision Station Carpark, do everything necessary, including giving express consents in writing to the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the Owner of the Reprovision Station Carpark, to facilitate the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and

reservations by the Owner of the Reprovision Station Carpark;

- (c) the Covenantee Purchaser (save and except FSI as the Owner of the Government Accommodation) hereby expressly and irrevocably appoints the Owner of the Reprovision Station Carpark to be his attorney (with full power of substitution and delegation and, who may act through such officers, employees, agents, nominees and any substitute attorneys as the Owner of the Reprovision Station Carpark from time to time appoint) and grants unto the Owner of the Reprovision Station Carpark 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 such Covenantee Purchaser (save and except FSI as the Owner of the Government Accommodation) deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the covenants, rights, liberty, privileges, entitlements, exceptions and reservations conferred on the Owner of the Reprovision Station Carpark under Part I of the Second Schedule to the Non-Railway Portion Assignment and under Clause 5 of Part I of the Second Schedule to the Deed of Mutual Covenant and Management Agreement as aforesaid and the Covenantee Purchaser (save and except FSI as the Owner of the Government Accommodation) hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant and will ratify and confirm all that the Owner of the Reprovision Station Carpark shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenantee Purchaser (save and except FSI as the Owner of the Government Accommodation) and shall not be revoked by the Covenantee Purchaser (save and except FSI as

the Owner of the Government Accommodation) or by the death incapacity bankruptcy or winding up (as the case may be) of the Covenantee Purchaser (save and except FSI as the Owner of the Government Accommodation); and

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

Provided That upon the Covenantee Purchaser complying with and performing the covenant (d) hereinabove contained, the Covenantee Purchaser shall not be liable for any breach of the covenants (a), (b) and (c) hereinbefore contained which may happen after the Covenantee Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (a), (b), (c) and (d) hereinbefore contained. For the purpose of these covenants, “FSI” and “Government Accommodation” shall have the meanings ascribed to them in the Deed of Mutual Covenant and Management Agreement.”

**First Owner’s
liability for
Management
Charges**

- 16. (a) Subject to sub-clause (b) below, the First Owner shall make payments and contributions for those expenses which are of a recurrent nature for those Units in the Estate and Undivided Shares in the Estate unsold.
- (b) The First Owner shall not be liable to make payments and contributions under Section J of this Deed in respect of any Units and Undivided Shares allocated to a Phase, unless and until the construction of which has been completed except to the extent that any part(s) of that Phase benefits from the provisions in this Deed as to management and maintenance (such as the costs of managing and maintaining slopes or as to security

provided by the management of the completed parts) of the Estate.

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

**No conversion of
Common Areas**

- 17. (a) No Owner (including the First Owner) shall have the right to convert the Common Areas and the Common Services and Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Owners' Committee. Any payment received for the granting of such approval shall be credited to the Special Fund.
- (b) No Owner (including the First Owner) shall have the right to convert or designate as Common Areas and Common Services and Facilities such part(s) of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained Provided That such conversion or designation shall not affect the proper use and enjoyment of the Government Accommodation and Provided Further That such conversion or designation shall not affect the safety or the operation of the West Rail, the Railway Station, the West Rail Structures and Installations and the Signalling Cables Set Back Areas. Neither the Owners (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and the Common Services and Facilities to his own use or for his own benefit.

**Liability and
rights in respect
of Common
Areas**

- 18. The Undivided Shares allocated to the Common Areas and the Common Services and Facilities shall not carry any voting rights at any meeting whether under this Deed, the Ordinance or otherwise or liability to pay any fees or charges under this Deed. Such Undivided Shares shall not be taken into account for the

purpose of calculating the quorum of any meeting under this Deed, the Ordinance or otherwise.

Obligation of the Owners of the Non-enclosed Areas

19. (a) The Owners of the Non-enclosed Areas shall keep the interior of such Non-enclosed Areas and maintain the same in good and substantial repair and condition at their own costs and expenses and shall use the same in all respects in compliance with the Occupation Permit, the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) and such other ordinances, by-laws and Government regulations of Hong Kong.
- (b) Subject to sub-clause (c) below, the Owners of the Non-enclosed Areas shall not enclose, cause, permit, suffer or allow the Non-enclosed Areas to be enclosed in whole or in part by any material of whatsoever kind.
- (c) For the avoidance of doubt, the Balconies and the covered areas underneath the Balconies and the Utility Platforms and the covered areas underneath the Utility Platforms must not be enclosed above safe parapet height other than as under the Building Plans.

No alteration of the Projecting Structures

20. The Owners (save and except KCRC) shall not damage, demolish, remove, alter or interfere with, or permit or suffer to be damaged, demolished, removed, altered or interfered with, the Projecting Structures or any part thereof, or carry out any works which will adversely affect the Projecting Structures or any part thereof and the decision of the Director as to what constitutes interference shall be final and binding.

Operation and maintenance of the Reprovision Station Carpark

21. Subject to Special Condition No.(39)(b) of the Government Grant, the Owner of the Reprovision Station Carpark (which expression shall exclude its assigns) shall at all times, at its own expense and in all respects to the satisfaction of the Commissioner for Transport and in accordance with the Government Grant and all ordinances, by-laws and regulations relating to public car parks and vehicle parking which are or may at any time be in force in Hong Kong operate the Reprovision Station Carpark upon completion of the Reprovision Station Carpark and at all times during the Term

continue to operate, uphold, manage, clean, repair and maintain the Reprovision Station Carpark and everything forming a portion of or pertaining to it.

**Maintenance of
the Railway
Station
Emergency
Vehicular
Access**

22. The Owners (except FSI) shall at their own expense repair, manage and maintain the Railway Station Emergency Vehicular Access.

**Obligations of
the Owners of
Residential
Units with open
kitchen**

23. (a) The Owner of any Residential Unit with open kitchen shall at his sole cost and expense :-

- (i) observe and comply with the Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall ensure his tenants and other occupiers of his Residential Unit to observe and comply with the same; and
- (ii) repair, maintain, replace and keep in good repair and condition the equipment apparatus and facilities which serve exclusively his Residential Unit including the fire fighting and protection installations, smoke detector, fire alarm, sprinkler systems, sprinkler heads, automatic fire detection devices so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of the other Units.

- (b) Without prejudice to the generality of sub-clause (a) above, the Owner of any Residential Unit with open kitchen shall at his sole cost and expense comply with the following conditions :-

- (i) smoke detectors provided inside the Residential Unit and at the common lobby outside the Residential Unit should not be removed or obstructed;

- (ii) sprinkler head provided at the ceiling immediately above the open kitchen should not be removed or obstructed;
- (iii) the full height 600mm width wall having a fire resistance rating of not less than -/30/30 adjacent to the exit door of the Residential Unit should not be removed; and
- (iv) the fire service installations in (i) and (ii) above should be subject to annual check conducted by the Manager's registered fire service installation contractor.

Ownership and maintenance of Non-Common EV Facilities

24. (a) Each Owner of the Residential Parking Space with Non-Common EV Facilities serving his Residential Parking Space shall at his own cost and expense be responsible for the maintenance, inspection, security, repair, replacement and renewal of the Non-Common EV Facilities serving his Residential Parking Space exclusively and the ownership of all such facilities shall belong to him. Each Owner of the Residential Parking Space with Non-Common EV Facilities serving his Residential Parking Space shall indemnify the Owners or occupiers of other Units for his failure to observe and comply with the provisions of this Clause.
- (b) Without prejudice to the generality of sub-clause (a) above, if any Owner of a Residential Parking Space with Non-Common EV Facilities serving his Residential Parking Space shall fail to repair or maintain the Non-Common EV Facilities serving his Residential Parking Space exclusively in accordance with sub-clause (a) above and it has caused damage or, in the reasonable opinion of the Manager, danger to the other part of the Estate or the Owners or occupiers of the other Units, the Manager shall have the right and power, but not be obliged, to carry out such repairs or maintenance works to the relevant Non-Common EV Facilities and make good all damage (if any) caused by the failure of the Owner of a Residential Parking Space with Non-

Common EV Facilities serving his Residential Parking Space to repair or maintain as the Manager shall in absolute discretion see fit and all the costs and expenses incurred by the Manager in connection therewith shall be recoverable from the Owner of the relevant Residential Parking Space on a full indemnity basis as a debt.

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

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

25. Each Owner of a Residential Parking Space with Non-Common EV Facilities serving his Residential Parking Space shall at his own costs and expenses at all times :-
- (a) observe and comply with all Ordinances, by-laws and Government regulations of Hong Kong and guidelines and directions as may be issued by the Environment Bureau or the Engineering and Mechanical Services Department or all other Government authorities from time to time and all the Building Rules (if any) as may be made and all such directions (if any) as may be given by the Manager from time to time in relation to the installation, use, operation, maintenance, repair and/or replacement of the Non-Common EV Facilities or any part thereof serving his Residential Parking Space exclusively including but not limited to any other works to be carried out thereat and control of the consistent appearance of the Non-Common EV Facilities;

- (b) take good care and such precautions as may be necessary in the use or operation of the Non-Common EV Facilities or any part thereof serving his Residential Parking Space exclusively so as to avoid any loss, damage, nuisance or annoyance to Owners or occupiers of the other Units; and
- (c) indemnify the Owners or occupiers of the other Units for his failure to observe or comply with the provisions of this Clause.

Noise Mitigation Measures

- 26. (a) The Owners of any Residential Unit with any Noise Mitigation Measures forming part of their particular Residential Unit shall at their own cost and expense keep and maintain such Noise Mitigation Measures in good repair and substantial repair and condition and if any repair or replacement of such Noise Mitigation Measures are required, the design, specification and use of materials thereof shall comply with the design and specification approved by the Director and shall also be subject to such guidelines and/or specifications and/or prescribed design as may be adopted or issued by the Manager from time to time Provided That no repairing, maintenance and replacement work shall be commenced unless with the Manager's prior approval and to be carried out by contractors approved by the Manager.
- (b) All Owners shall observe and comply with all ordinances, by-laws and Government regulations of Hong Kong and guidelines and directions as may be issued by any Government authorities from time to time in relation to use or maintenance or operation of the Noise Mitigation Measures and no Owners shall do or permit any act or thing to be done which may in any way damage or affect the Noise Mitigation Measures.

Curtain walls and casement windows

- 27. The Owner of any Unit (save and except the Owner of the Government Accommodation) shall be responsible for the cleaning of the internal surface of the curtain walls (including the openable windows and/or the non-openable windows installed therein or thereto) enclosing his Unit. The Owner of

any Unit (save and except the Owner of the Government Accommodation) shall be responsible for the repair, maintenance and replacement works of the openable windows installed in or to any curtain wall enclosing his Unit and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows and shall only engage contractors nominated and approved by the Manager to carry out such works. The Owner of any Unit (save and except the Owner of the Government Accommodation) shall also be responsible for the repair, maintenance and replacement of the casement windows (whether openable or not) forming part of his Unit. The Owners of the Units (save and except the Owner of the Government Accommodation) shall not object and shall render full cooperation to the Manager for the purpose of cleaning the external surfaces and carrying out any works with regards to the curtain wall. When the Manager carries out cleaning of the external surface of the curtain walls, the Manager shall clean the external surface of the curtain walls including openable windows installed therein or thereto.

Obligations of the Owners of Residential Units with Areas for Air-Conditioning

28. The Owner of any Residential Unit shall use the Areas for Air-Conditioning in his Residential Unit for placing or installing air-conditioners only.

Maintenance of the Slope Structures (if any)

29. The Owners (save and except FSI as the Owner of the Government Accommodation) shall at their own expense, maintain, repair and carry out such works as are necessary in relation to the Slope Structures (if any) for the purpose of complying with the provisions of the Government Grant and in accordance with the Slope Maintenance Manual (if any).

Maintenance of the Green Areas prior to re-

30. The Owners (save and except the Owner of the Government Accommodation) shall at their own expense maintain the Green Areas together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant

**delivery to the
Government**

constructed, installed and provided thereon or therein to the satisfaction of the Director until possession of the Green Areas has been re-delivered to the Government in accordance with Special Condition No.(7) of the Government Grant.

**Maintenance of
the Pedestrian
Link and
Pedestrian
Walkway**

31. The Owners (except FSI) shall at their own expense repair, manage and maintain the Pedestrian Link and Pedestrian Walkway.

SECTION F

MEETINGS OF THE OWNERS OF THE ESTATE

Meetings of the Owners

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

First Owners' meeting

2. The Manager shall convene the first meeting of the Owners as soon as possible but in any event not later than nine (9) months after the date of this Deed (and to convene further and subsequent meetings if required) to :-
 - (a) appoint an Owners' Committee and the chairman thereof; or
 - (b) appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance.

Annual Meeting

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

Convening of meeting

4. A meeting of Owners of the Estate may be validly convened by :-
 - (a) the Owners' Committee;
 - (b) the Manager (either (i) on its own decision or (ii) upon request by the Owner of the Reprovision Station Carpark pursuant to Clause 14 of this Section); or
 - (c) an Owner appointed to convene such a meeting by the Owners of the Estate of not less than 5% of the total

number of Undivided Shares allocated to the Estate in aggregate.

Notice

5. The person convening the meeting of Owners of the Estate shall at least fourteen (14) days before the date of the meeting give notice of the meeting to each Owner entitled to attend (including the Owner of the Reprovision Station Carpark). The notice of meeting shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. The notice of meeting may be given :-

- (a) as to each Owner of the Estate :-
 - (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;
- (b) as to the Owner of the Reprovision Station Carpark :-
 - (i) by sending it by post to the Owner of the Reprovision Station Carpark at its principal office; or
 - (ii) by leaving it at the principal office of the Owner of the Reprovision Station Carpark or depositing it in the letterbox (if any) for that office.

Quorum

6. (a) No business shall be transacted at any meeting unless a quorum is present.
- (b) 10% of the Owners of the Estate present in person or by proxy shall be a quorum at any meeting. For the purpose of this sub-clause, the reference to "10% of the Owners" shall 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

Development is divided and not be construed as the Owners of 10% of the Undivided Shares in aggregate.

Chairman

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

Minutes

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

Voting

9. (a) Votes may be given either personally or by proxy.
- (b) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and shall be signed by the Owner, or if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf. The instrument appointing a proxy shall be lodged with the Chairman of the Owners' Committee or, if the meeting is convened under Clause 4(b) or 4(c) of this Section, the person convening the meeting at least 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
- (c) Every Owner present in person or by proxy and entitled to vote shall have one vote for each Undivided Share of which he is the Owner. In the case of Owners who together are entitled to one such Undivided Share, such Owners shall jointly have one vote for each such Undivided Share owned by them and the vote in respect of that Undivided Share may be cast (i) by a proxy jointly appointed by the co-Owners, or (ii) by a person appointed by the co-Owners from amongst themselves, or (iii) if no appointment has been made under (i) or (ii) above, then either personally or by a proxy appointed by

one of the co-Owners, and, in case of any meeting where more than one of the co-Owners seeks to cast a vote in respect of that Undivided Share, only the vote that is cast, in person 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 in the Land Registry shall be treated as valid.

- (d) In the case of equality of voting the Chairman of the meeting of the Owners of the Estate shall have a second or casting vote.
- (e) In no circumstances shall more than one vote be cast in respect of each Undivided Share.
- (f) For the avoidance of doubt, there shall not be any votes attaching to Undivided Shares allocated to the Common Areas and the Common Services and Facilities. Nor shall such Undivided Shares be taken into account for the purpose of counting a quorum of any meeting. The Manager shall not be entitled to vote as trustee of the relevant Owners of the Undivided Shares allocated thereto at any meeting of the Owners whether under this Deed, the Ordinance or otherwise.

**Resolutions
binding on
Owners**

- 10. (a) Any resolution on any matter concerning the Estate, save only those matters referred to in Clause 12 of this Section, passed at a duly convened meeting by a majority vote of the Owners of the Estate present in person or by proxy and voting shall be binding on all the Owners Provided That :-
 - (i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matter;
 - (ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;
 - (iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this

Deed or is inconsistent therewith save as herein specifically provided;

- (iv) no resolution shall be valid to the extent that it is in conflict with or contrary to any order ruling or judgment of the Hong Kong courts or any mandatory provision of any statute;
 - (v) no resolution shall adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof;
 - (vi) without prejudice to Clause 14(c) of this Section, any resolution on matters or issues which in the reasonable opinion of KCRC may affect or have an impact on the West Rail, the Railway Station, the West Rail Structures and Installations, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access or any part thereof, and/or be ancillary or pertaining to such matters or issues, shall be subject to the agreement of KCRC; and
 - (vii) any resolution on matters or issues which in the reasonable opinion of the Owner of the Reprovision Station Carpark may affect or have an impact on the Reprovision Station Carpark or any part thereof, and/or be ancillary or pertaining to such matters or issues, shall be subject to the agreement of the Owner of the Reprovision Station Carpark.
- (b) A resolution may be passed as to the manner in which the powers and duties hereby conferred on the Manager are to be exercised or carried out but no such resolution shall invalidate any prior act of the Manager which would have been valid had that resolution not been passed.

Accidental omission of notice	11. The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting and any resolution passed thereat.
Resolutions requiring special majority	12. Notwithstanding the provisions of Clause 10 of this Section, no resolution in respect of the matters referred to in <u>Section D</u> or Clause 3(b) of <u>Section H</u> of this Deed shall be valid unless passed by the majorities specified therein.
Meeting of the Owners of Residential Accommodation or the Residential Parking Spaces	13. In addition to the meeting of all Owners of the Estate, there shall be meetings of the Owners of the Residential Accommodation or the Residential Parking Spaces from time to time as occasion may require to discuss and decide matters concerning the Residential Accommodation or the Residential Parking Spaces respectively (as the case may be). The provisions of this Section (except Clause 2 of this Section) shall apply mutatis mutandis and all references to the “Owners”, “Estate” and “Owners’ Committee” shall mean “Owners of the relevant part of the Estate”, “the relevant part of the Estate” and “the relevant Owners’ Sub-Committee (only if formed)” respectively.
Convening of meeting of Owners of the Estate for matters relating to the Reprovision Station Carpark, the West Rail Structures and Installations within the Land and etc.	<p>14. Notwithstanding anything to the contrary contained herein, upon the request of the Owner of the Reprovision Station Carpark, the Manager shall and must convene a meeting of the Owners of the Estate and the following provisions shall apply to such meeting of the Owners of the Estate :-</p> <p>(a) The quorum of such meeting shall be the quorum as required under Schedule 8 to the Ordinance Provided That if a quorum is not present on the date and time specified in the notice and appointed for such meeting, the meeting shall automatically be adjourned to such day and time as determined by the Manager and at the same venue; and at such adjourned meeting, the Owner(s) present shall form the quorum for such adjourned meeting notwithstanding Clause 6(b) of this Section;</p> <p>(b) the Manager shall expressly specify in the notice of meeting to all Owners the relevant provisions as to quorum of the Owners’ meeting convened pursuant to this Clause; and</p>

- (c) no resolution passed at a meeting duly convened under this Clause shall affect the use, safety, operation or maintenance of the West Rail, the Railway Station, the West Rail Structures and Installations within the Land, the Signalling Cables Set Back Areas or the Railway Station Emergency Vehicular Access or any part respectively thereof.
- (d) such meeting of the Owners of the Estate convened at the request of the Owner of the Reprovision Station Carpark may include matters or issues arising out of or in relation to the Reprovision Station Carpark and/or the West Rail Structures and Installations within the Land and/or the Signalling Cables Set Back Areas and/or the Railway Station Emergency Vehicular Access, or any part(s) respectively thereof.

SECTION G
OWNERS' COMMITTEE

**Function and
power of the
Committee**

1. (a) There shall be an Owners' Committee formed in accordance with this Section.
- (b) The function of the Owners' Committee shall be to :-
 - (i) represent the Owners in all dealings with the Manager;
 - (ii) discuss issues relating to the maintenance and management of the Common Areas and the Common Services and Facilities and make known to the Manager its views;
 - (iii) exercise any statutory rights or duties given to it pursuant to the Ordinance;
 - (iv) exercise any power, discretion or duty given to it pursuant to this Deed; and
 - (v) call a meeting of Owners for the purpose of either incorporation of the Owners pursuant to the Ordinance or, in the event of the resignation or termination of the appointment of the Manager from time to time appointed pursuant to this Deed, approving the appointment of replacement Manager under this Deed.
- (c) For the avoidance of doubt,
 - (i) no issues and matters which may in the reasonable opinion of KCRC affect or have an impact on any part of the West Rail, the Railway Station, the West Rail Structures and Installations, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access or any parts thereof and/or be ancillary or pertaining to such issues or matters and which require involvement of the Owners shall be discussed in the Owners'

Committee meeting or meeting of the Owners of the Estate unless in the presence of KCRC and Provided Also That no resolution on such matters or issues shall be valid without the agreement of KCRC. No resolution of the Owners' Committee shall be in conflict with the provisions of this Deed or of any judgment or order of the Hong Kong courts or shall adversely affect the use, safety, operation or maintenance of the West Rail, the Railway Station, the West Rail Structures and Installations, the Signalling Cables Set Back Areas or any part thereof; and

- (ii) no issues and matters which may in the reasonable opinion of the Owner of the Reprovision Station Carpark affect or have an impact on any part of the Reprovision Station Carpark or any parts thereof and/or be ancillary or pertaining to such issues or matters and which require involvement of the Owners shall be discussed in the Owners' Committee meeting or meeting of the Owners of the Estate unless in the presence of the Owner of the Reprovision Station Carpark and Provided Also That no resolution on such matters or issues shall be valid without the agreement of the Owner of the Reprovision Station Carpark.

- (d) No resolution of the Owners' Committee shall adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof.

Number of members

- 2. (a) At the first meeting of Owners held pursuant to Section F of this Deed and at each subsequent Annual Meeting, the Owners shall elect or appoint the members of the Owners' Committee.
- (b) The Owners of the Residential Accommodation in subsequent Phase(s) shall not be entitled to elect or send their representatives to the Owners' Committee unless and until after the issuance of the relevant Occupation Permit covering the relevant Phase and the holding of the Annual

Meeting of the Owners immediately following the issuance of such Occupation Permit.

- (c) The Owners' Committee shall consist of not more than fifteen (15) members.
- (d) The members of the Owners' Committee shall be made up of :-
 - (i) thirteen (13) members (comprising one (1) member from and as representative of each of the thirteen (13) Towers) as representatives of the Residential Accommodation;
 - (ii) one (1) member as representative of the Residential Parking Spaces; and
 - (iii) one (1) member as representative of the Reprovision Station Carpark.

Quorum

- 3. (a) A quorum for meetings of the Owners' Committee shall comprise one half of its members (rounded up to the nearest whole number) from time to time or three such members whichever is the greater.
- (b) Provided a quorum as described under sub-clause (a) above exists, the Owners' Committee shall be entitled to act and continue to act notwithstanding that the number of its members falls below the maximum allowed under Clause 2(c) above or that for any reason less than the maximum allowed number of members as referred to in Clause 2(c) of this Section G are elected in the manner herein provided.

Eligibility for election and appointment

- 4. The following persons shall be eligible for election and appointment to the Owners' Committee :-
 - (a) any Owner (including any one of two or more co-Owners);
 - (b) the duly authorised representative Provided That such authorization shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in

writing given to the Owners' Committee, in his place, of any Owner, being :-

- (i) the representative of such Owner which is a corporate body; or
- (ii) the husband, wife or adult family member of such Owner provided such husband, wife or adult family member resides in or occupies such Owner's Unit.

Provided That only Owners of the relevant part of the Estate or their representatives shall be eligible for election and appointment as representatives of the relevant part of the Estate to the Owners' Committee and Provided Further That a person is not eligible to be elected and appointed as a member of the Owners' Committee if he (a) is an undischarged bankrupt at the time of the appointment or has, within the previous five (5) years, either obtained a discharge in bankruptcy or entered into a voluntary agreement within the meaning of the Bankruptcy Ordinance (Chapter 6 of the Laws of Hong Kong) with his creditors, in either case without paying the creditors in full; or (b) has, within the previous five (5) years, been convicted of an offence in Hong Kong or any other place for which he has been sentenced to imprisonment, whether suspended or not, for a term exceeding three (3) months without the option of a fine.

Election of members

- 5. (a) The member of the Owners' Committee representing the Reprovision Station Carpark shall be appointed by the Owner of the Reprovision Station Carpark who may remove and replace their representative as they see fit Provided That notice of any removal or replacement shall be given to the Owners' Committee. The other first members of the Owners' Committee shall be elected at a meeting of the Owners of the Estate convened by the Manager as soon as practicable within nine (9) months from the date of this Deed.
- (b) The members of the Owners' Committee shall be elected by the Owners of the relevant part of the Estate for whom such members represent.

- (c) The Owners' Committee may co-opt any eligible person to fill any casual vacancy.
- (d) Election of members of the Owners' Committee shall be conducted in such manner as the Owners' Committee (or, if prior to its formation, the Manager) thinks fit and all rules and procedures governing such election shall be determined by the Owners' Committee (or, if prior to its formation, by the Manager) as it thinks fit.

Officers

- 6. (a) The officers of the Owners' Committee shall comprise :-
 - (i) a Chairman;
 - (ii) a Secretary; and
 - (iii) such other officers (if any) as the Owners' Committee may from time to time elect.
- (b) All casual vacancies in the officers shall be filled by election or appointment by the members of the Owners' Committee from among them as they may from time to time determine.
- (c) A meeting of the Owners' Committee shall be presided over by :-
 - (i) the Chairman; or
 - (ii) in the absence of the Chairman, a member of the Owners' Committee appointed as chairman for that meeting.

Tenure of office

- 7. (a) Members of the Owners' Committee shall hold office until the Annual Meeting of Owners of the Estate next following their appointment or election Provided That if the office of the retiring members or any of them is not filled, or if in any year no Annual Meeting is held, such members or member shall continue in office until the next Annual Meeting.
- (b) Retiring members of the Owners' Committee shall be eligible for re-election or re-appointment as appropriate.

- (c) A member of the Owners' Committee shall nevertheless cease to hold office if :-
 - (i) he resigns by notice in writing to the Owners' Committee;
 - (ii) he ceases to be eligible;
 - (iii) his authority is revoked by the Owner(s) he represents;
 - (iv) he, or the Owner(s) he represents, becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty;
 - (v) he becomes incapacitated by physical or mental illness;
 - (vi) he, or the Owner(s) he represents, has defaulted in paying his contribution towards the Management Charges and fails to rectify such default within seven (7) days from the date of warning notice in writing given by the Manager;
 - (vii) he, or the Owner(s) he represents, fails to observe and perform the provisions of this Deed and, if such breach is remediable, fails to rectify such breach within such time as prescribed by the Manager in writing addressed to such Owner.
- (d) Any one or more members of the Owners' Committee may be removed from office by a resolution of the Owners of Units in the relevant part of the Estate which he represents at an Extraordinary Meeting convened for the purpose in the same manner as is provided for a meeting of the Owners in Section F of this Deed and at any such Meeting, new members of the Owners' Committee may be appointed in the place of those removed from office.

Votes of members

- 8. In respect of a vote at the Owners' Committee meeting, members of the Owners' Committee shall be entitled to one (1) vote each at Owners' Committee meetings and resolutions shall be passed by a

simple majority of those present in person and voting. In the case of equality of votes the Chairman shall have a second or casting vote.

Power to make rules

9. The Owners' Committee shall have full power to determine where, when and how often it shall meet and to make rules and by-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations Provided That no such regulation or by-law shall be contrary to or inconsistent with the provisions of this Deed.

Manager to be invited

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

Power to call meeting

11. The Chairman, any two (2) members of the Owners' Committee or the Manager may at any time convene a meeting of the Owners' Committee Provided That 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. The notice of meeting shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. The notice of meeting may be given :-

- (a) by delivering it personally to the member of the Owners' Committee; or
- (b) by sending it by post to the member 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.

Government Accommodation representatives

12. The Owners' Committee shall invite to all its meeting the person nominated from time to time by FSI (as the Owner of the Government Accommodation) as its representatives and provide such person agendas, notices and minutes of the said meetings sent free of charge to FSI by prepaid post or delivered by hand to GPA, Government Property Agency, 9th Floor, South Tower, West Kowloon Government Offices, 11 Hoi Ting Road, Yau Ma Tei,

Kowloon, Hong Kong or such other person and address nominated by FSI in writing. FSI (as the Owner of the Government Accommodation) shall notify the Owners' Committee in writing of its representatives from time to time. The representatives of FSI (as the Owner of the Government Accommodation) attending any meeting of the Owners' Committees shall be entitled to make his views known to the Owners' Committee on any matters for discussion.

SECTION H

APPOINTMENT AND REMUNERATION OF THE MANAGER

Appointment of the Manager

1. (a) [*] shall be appointed and hereby accepts appointment as the Manager of the Estate to manage and provide services in respect of the whole of the Estate in accordance with the provisions of, and on the terms and conditions set out in this Deed. For the avoidance of doubt, all the provisions contained in the Ordinance in relation to “DMC manager” as defined in the Ordinance shall be applicable to the Manager appointed under this Deed and “manager” as defined in the Ordinance shall be applicable to the Manager appointed under this Deed and any subsequently appointed Manager. Also, for the avoidance of doubt and notwithstanding anything to the contrary contained in this Deed, the Reprovision Station Carpark shall be managed and controlled by the Owner of the Reprovision Station Carpark in its sole discretion and the Manager shall have no right to interfere with the management or control of the Reprovision Station Carpark or any part thereof in any manner.
- (b) Subject to the restrictions of the Ordinance and Clause 2 of Section I of this Deed, [*] in its capacity as Manager shall have the right to delegate or subcontract on such terms and conditions as it shall in its discretion deem fit and without the consent of the Owners any or all of its powers, rights and responsibilities under this Deed and in case of such delegation or sub-contract, all acts and deeds done or caused to be done by the delegatee or sub-contractor shall be valid and binding on the Owners and such delegate or sub-contractor shall remain responsible to the Manager who shall remain responsible for the management and control of the Estate.
- (c) Subject to the provisions of the Ordinance and the provisions for termination hereinafter contained, such appointment shall be for an initial period of two (2) years

commencing from the date of this Deed (the “**initial period**”).

- (d) If and when the said appointment of the Manager or the appointment of such other person, firm or company as herein provided is terminated, the Owners, acting through the Owners’ Committee in accordance with the provisions in that behalf contained in Section G of this Deed, may appoint such other person, firm or company as they may decide to be the Manager.

**Resignation of
the Manager**

- 2. The Manager may terminate its appointment at any time by giving not less than three (3) months’ notice in writing to the Owners’ Committee or 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 Estate. Where there is no Owners’ Committee, the notice referred to in this sub-clause may be given :-

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

**Termination of
appointment**

- 3. (a) Prior to the formation of the Owners’ Corporation, the Owners’ Committee may at any time terminate the appointment of the Manager without compensation by a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners’ meeting and supported by the Owners of the Estate of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and the Common Services and Facilities) passed at a duly convened meeting pursuant to Section F of this Deed and by giving not less than three (3) months’ notice in writing.

(b) Subject to sub-clause (e) of this Clause, at a general meeting convened for the purpose, the Owners' Corporation may, by a resolution :-

- (i) passed by a majority of the votes of the Owners voting either personally or by proxy; and
- (ii) supported by the Owners of not less than 50% of the Undivided Shares in aggregate,

terminate by notice the appointment of the Manager appointed under this Deed without compensation.

(c) A resolution under sub-clause (b) of this Clause shall have effect only if :-

- (i) the notice of termination of appointment is in writing;
- (ii) provision is made in the resolution for a period of not less than three (3) months' notice or, in lieu of notice, provision is made for an agreement to be made with the Manager appointed under this Deed for the payment to him of a sum equal to the amount of remuneration which would have accrued to him during that period;
- (iii) the notice is accompanied by a copy of the resolution terminating the appointment of the Manager appointed under this Deed; and
- (iv) the notice and the copy of the resolution are given to the Manager appointed under this Deed within fourteen (14) days after the date of the meeting.

(d) The notice and the copy of the resolution referred to in sub-clause (c)(iv) of this Clause may be given :-

- (i) by delivering them personally to the Manager appointed under this Deed; or
- (ii) by sending them by post to the Manager appointed under this Deed at his last known address.

- (e) For the purposes of sub-clause (b) of this Clause :-
 - (i) only the Owners of Undivided Shares who pay or who are liable to pay the Management Charges relating to those Undivided Shares shall be entitled to vote;
 - (ii) the reference in sub-clause (b)(ii) of this Clause to “the Owners of not less than 50% of the Undivided Shares in aggregate” shall be construed as a reference to the Owners of not less than 50% of the Undivided Shares in aggregate who are entitled to vote.
- (f) If a contract for the appointment of a manager other than the Manager appointed under this Deed contains no provision for the termination of that manager’s appointment, sub-clauses (b), (c), (d) and (e) of this Clause shall apply to the termination of that manager’s appointment as they apply to the termination of the appointment of the Manager appointed under this Deed.
- (g) Sub-clause (f) of this Clause operates without prejudice to any other power there may be in a contract for the appointment of a manager other than the Manager appointed under this Deed to terminate the appointment of that manager.
- (h) If a notice to terminate the Manager’s appointment is given under sub-clause (b) or (f) of this Clause :-
 - (i) no appointment of a new manager shall take effect unless the appointment is approved by a resolution of the Owners’ Committee (if any); and
 - (ii) if no such appointment is approved under sub-clause (h)(i) of this Clause 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.

- (i) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Estate, and the Owners' Corporation has appointed a manager under sub-clause (h)(ii) 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 sub-clause (h)(ii) above that may otherwise render that person liable for a breach of that undertaking or agreement.
- (j) This Clause is subject to any notice relating to the Estate that may be published by the Secretary for Home Affairs under section 34E(4) of the Ordinance but does not apply to any single manager referred to in that section.

**Delivery of
books and bank
accounts**

- 4. (a) Subject to sub-clause (b) of this Clause, if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within fourteen (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 Estate that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (b) If the Manager's appointment ends for any reason, it shall within two (2) months of the date its appointment ends at the cost and expense of the Owners :-
 - (i) prepare :-
 - (1) an income and expenditure account for the period beginning with the commencement of the financial year in which its appointment ends and ending on the date its appointment ended; and

- (2) a balance sheet as at the date its appointment ended;

and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and

- (ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of account, papers, documents and other records which are required for the purposes of sub-clause (b)(i) of this Clause and have not been delivered under sub-clause (a) of this Clause.

**The Manager's
Remuneration**

5. (a) The Manager shall be entitled to charge a monthly fee as remuneration for the performance of its duties hereunder, such fee to be payable in advance on the first day of each calendar month by way of deduction from the Management Charges collected as provided in this Deed.
- (b) (i) The amount of such remuneration shall be fixed at 10% of the expenditure referred to in Clause 1 of Section J of this Deed incurred by the Manager in any financial year in the management of the Estate (exclusive of Government rent and the Manager's Remuneration). No variation of the percentage of the Manager's Remuneration mentioned above may be made except with approval by a resolution of Owners at a meeting of the Owners of the Estate convened under this Deed.
- (ii) For the purpose of calculating the Manager's Remuneration, the total expenditure necessarily and reasonably incurred in the management of the Estate shall exclude the Manager's Remuneration and any capital expenditure or expenditure drawn out of the Special Fund Provided That subject to

the approval by a resolution of Owners at a meeting of the Owners of the Estate convened under this Deed, any capital expenditure or expenditure drawn out of the relevant Special Fund (exclusive of the Manager's Remuneration in respect of such expenditure) may be included for calculating the Manager's Remuneration at the rate specified in sub-clause (b)(i) of this Clause or at any lower rate as considered appropriate by the Owners.

- (c) The Manager's Remuneration as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salary and fees for any staff, facilities, accountancy services or other professional supervision for the Estate and all disbursements and out of pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs and expenses shall form part of the Management Charges.

**Manager to
represent
Owners**

6. Subject to the provisions of the Ordinance and Clause 6(b) of Section E of this Deed and subject to the rights, easements and privileges reserved by FSI as the Owner of the Government Accommodation under Clause 4 of Part I of the SECOND SCHEDULE to this Deed and the Government Grant, the Manager shall have the authority to act for and on behalf of all Owners (save and except FSI as the Owner of the Government Accommodation) in accordance with the provisions of this Deed and to do all such acts and things as may be necessary or expedient for the management of the Estate (excluding the Government Accommodation) for and on behalf of all Owners of the Estate in accordance with the provisions of this Deed and each Owner of the Estate (save and except FSI as the Owner of the Government Accommodation) irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and the Common Services and Facilities and all other matters duly authorized under this Deed Provided That the Manager shall not represent KCRC, FSI or GPA in any dealings with the Government.

**Owners’
Corporation,
etc. to replace
Owners’
Committee and
meetings**

7. At any time after the formation and during the existence of the Owners’ Corporation under the Ordinance, the Owners’ meeting convened under this Deed shall be replaced and substituted by the general meeting of the Owners’ Corporation convened under the Ordinance and the Owners’ Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners’ Corporation.

**Manager as
Owner**

8. Where the Manager is at any time also an Owner of a Unit the Manager shall be obliged in its capacity as Owner to observe and perform the terms and conditions of this Deed in the same way as all other Owners and shall be entitled to exercise the same powers as all other Owners.

SECTION I

POWERS AND DUTIES OF THE MANAGER

**Authority and
duties of the
Manager**

1. (a) Subject to the provisions of the Ordinance and subject to the rights, easements and privileges reserved by FSI as the Owner of the Government Accommodation under Clause 4 of Part I of the SECOND SCHEDULE to this Deed and the Government Grant, subject to the rights and privileges of KCRC under this Deed and the Non-Railway Portion Assignment and subject to as provided in this Deed, the Manager shall have the authority to do all such acts and things as may be necessary or requisite for the management of the Estate (excluding the Government Accommodation) and anything reasonably incidental thereto for and on behalf of all the Owners of the Estate (save and except FSI as the Owner of the Government Accommodation) in accordance with the provisions of this Deed.
- (b) Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties, namely :-
 - (i) To employ and to dismiss accountants, caretakers, security guards, watchmen, cleaners, attendants, gardeners and such other staff as may be required for the proper management of the Estate.
 - (ii) To demand and receive from each Owner in accordance with the provisions of Section J of this Deed the Management Charges which shall without prejudice to any other remedy available hereunder be recoverable by the Manager by civil action and the defaulting Owner shall not be entitled to dispute the right of the Manager to sue and recover unpaid Management Charges.
 - (iii) To pay the Government rent in respect of the Estate on the Owners' behalf in accordance with

the provisions of Clause 3 of Section E of this Deed.

- (iv) (A) (Unless otherwise directed by the Owners' Corporation) To keep the Common Areas and the Common Services and Facilities insured in the full new reinstatement value thereof (plus a sum to cover demolition and clearance costs and architects', surveyors' and engineers' rebuilding fees) against loss or damage of or to the buildings and other structures comprised within the Common Areas and the Common Services and Facilities against the Insured Risks;
- (B) (Unless otherwise directed by the Owners' Corporation), if the Manager shall think fit, to procure block insurance for the entire Estate including those areas which are not the Common Areas in the full new reinstatement value thereof (plus a sum to cover demolition and clearance costs and architects', surveyors' and engineers' rebuilding fees) against loss or damage of or to the buildings and other structures comprised within the Estate against the Insured Risks;
- (C) (Unless otherwise directed by the Owners' Corporation) To keep the Common Areas and the Common Services and Facilities or if the Manager shall think fit the whole Estate insured against third party liability, property owners' liability, public liability, occupiers' liability and/or any other similar liability; and
- (D) (Unless otherwise directed by the Owners' Corporation) To keep the Common Areas and the Common Services and Facilities or

if the Manager shall think fit the whole Estate insured against employers' liability in respect of the staff and/or the Manager's employees engaged in the management of the Estate provided always if all or any of the staff and/or Manager's employees are not employed exclusively for the management of the Estate the premium payable on the requisite policies shall be apportioned accordingly;

with a reputable insurance company or companies and, in respect of (C) and (D) above, with such limit or limits of indemnity as the Manager shall deem fit and to take out the requisite policies and to pay all premiums required to keep such policies in force.

- (v) To make suitable arrangements for the supply of fresh and flushing water and electricity and any other utilities or services to or for the Estate.
- (vi) To arrange for the supply, erection, maintenance, renewal and replacement of building name and directional signage and directory boards in the Common Areas.
- (vii) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of any buildings and other structures erected on or in the Estate and the external elevations, external walls (other than any external walls assigned to an Owner or erected by FSI and the Owner of the Government Accommodation) and roof(s) and flat roofs thereof, and to replace any glass that may be broken in any doors or non-openable windows therein, the responsibility for doing any of which is not, under the terms of this Deed, allocated to any Owner Provided That any signs or advertisements erected on the external walls of the Government Accommodation by FSI as the

Owner of the Government Accommodation shall not be affected.

- (viii) To carry out any works to the Estate (except the Government Accommodation) which the Manager considers necessary for the enhancement, renovation or improvement of the Estate Provided That the Manager shall not effect any improvements to facilities or services which involve expenditure in excess of 10% of the current annual management budget of the Estate except with the prior approval by a resolution of the Owners of the Estate at a meeting of the Owners of the Estate convened under this Deed.
- (ix) To maintain and keep in good and substantial repair and condition the Common Areas.
- (x) To arrange for the cleaning and lighting of the Common Areas and to arrange for cleaning of the external surface of the curtain walls including openable windows installed therein or thereto.
- (xi) To maintain and keep in good repair and condition the Common Services and Facilities and to replace or renew any parts that may need replacement or renewal.
- (xii) To manage and maintain the Items.
- (xiii) To maintain the fire protection and fire-fighting systems, equipment and apparatus upon the Estate and in particular the automatically activated emergency lighting system providing emergency lighting for the staircases in accordance with the Code of Practice for Minimum Fire Service Installations and Equipment and to comply with all requirements of the Fire Services Department and generally so far as may be possible at all times to maintain the Estate safe from fire subject however to the rights, easements and privileges reserved by the Owner of the Government

Accommodation under Clause 4 of Part I of the SECOND SCHEDULE to this Deed.

- (xiv) To uphold, manage, maintain, clean or repair all those areas whether within or outside the boundary of the Land and the structures and services installed and provided thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land are required to uphold, manage, maintain, clean or repair the same under the conditions of the Government Grant (except where the relevant obligation is required to be performed and observed only by KCRC as the original grantee of the Land under the Government Grant or the First Owner as the assignee of KCRC under Special Condition No.(53)(b) of the Government Grant).
- (xv) To provide such security guards, watchmen and caretakers and to provide and maintain such security systems, equipment and apparatus as the Manager deems necessary and generally so far as may be possible at all times to maintain security on and in the Estate.
- (xvi) To manage, control and supervise the use and operation of the Recreational Facilities, to insure against liability to persons using the same and to make, vary and enforce regulations regarding the persons using the same, the hours of use, fees for use and all other matters relating thereto Provided That all fees and income which form part of the management fund shall be applied by the Manager towards the management, repair, maintenance and improvement of the respective facilities and Provided Further That the said regulations shall be made only with the approval of the Owners' Committee (if any) and that the said regulations and any amendments thereto shall not be

inconsistent with this Deed, the Ordinance or the Government Grant.

- (xvii) To manage and control the Visitors' Car Parking Spaces and the loading and unloading spaces for goods vehicles forming part of the Common Areas for the benefit and use of the Owners and their bona fide guests visitors or invitees (as the case may be).
- (xviii) To prevent any person from altering or injuring any part of the structure or fabric or external appearance of any building erected on or in the Estate and to remove any structure or installation, plant or equipment, aerial or any other fixture, sign or advertisement or any other thing whatsoever which contravenes the terms of this Deed and to demand and receive from the Owner by whom such thing as aforesaid was erected or installed the costs and expenses of such removal Provided That FSI as the Owner of the Government Accommodation may 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 in accordance with Clause 4(a)(vii) of Part I of the SECOND SCHEDULE to this Deed.
- (xix) To prevent any person from overloading the floors or lifts or electrical installations of or in any building erected on or in the Estate.
- (xx) To prevent obstruction of any of the Common Areas.
- (xxi) To maintain and manage the refuse collection point and to prevent any decaying, noisome, noxious or other refuse matter or excrement from being deposited on or in the Estate or any part

thereof (other than at the refuse collection point provided for such purpose) and to remove any refuse and arrange for its disposal at regular intervals and to maintain either on or off site refuse collection facilities to the satisfaction of the Director of Food and Environmental Hygiene.

- (xxii) 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 (if any) which are required to be maintained by the Owners (excluding FSI as the Owner of the Government Accommodation) in compliance with the provisions of the Government Grant and in accordance with the Slope Maintenance Manual (if any) and all guidelines issued from time to time by the appropriate Government authorities regarding the maintenance of the Slope Structures Provided That the Manager shall not be personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners (save and except FSI as the Owner of the Government Accommodation) if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners (save and except FSI as the Owner of the Government Accommodation) Provided Further That the aforesaid right of the Manager may also be exercised by the Owners' Corporation.

- (xxiii) (A) To prevent the carrying out of any building works, foundation works or any other works on or within the Land or any part thereof which may damage, interfere with, obstruct or endanger the safety or the operation of the West Rail, the Railway Station, the West Rail Structures and Installations, the Signalling Cables Set Back Areas, the Railway Station

Emergency Vehicular Access or any part thereof in the Land or in the vicinity of the Land or any part thereof or the West Rail Signalling Cables within, over, above or under the Signalling Cables Set Back Areas.

- (B) To prevent the erection or construction of any building, structure, support for any building or buildings or any structure or structures, or projection (other than boundary fences the type, design and disposition of which shall be subject to the prior approval in writing of the Director and other than the Projecting Structures), or the planting of any trees within the Signalling Cables Set Back Areas.
- (xxiv) To take such measures and precautions as may be required by the Director, the Director of Fire Services and all other relevant Government statutory authorities to ensure the safety or the operation of the West Rail, the Railway Station, the West Rail Structures and Installations, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access or any part thereof.
- (xxv) Throughout the whole of the Term to comply with and observe to the satisfaction of the Director of Buildings all the requirements imposed by the Director of Buildings to protect the West Rail, the Railway Station, the West Rail Structures and Installations, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access or any part thereof.
- (xxvi) To use its reasonable endeavours to prevent any breach by any person on or in the Estate of any provisions of the Government Grant and in the event of such a breach coming to its notice, if it

considers necessary, to convene a meeting of the Owners of the Estate affected by the breach in accordance with the provisions of Section F of this Deed.

- (xxvii) To liaise with the relevant Government bodies or authorities on matters concerning the Estate so that the interests of the Owners and occupiers thereof are not unduly jeopardized by any public works and to make known their needs Provided That the Manager shall not represent FSI or GPA in any dealings with the Government.
- (xxviii) To appoint solicitors with authority to accept service of proceedings on behalf of all the Owners of the part or parts of the Estate (save and except FSI and GPA) affected.
- (xxix) To do all things which the Manager shall in its absolute discretion deem necessary or desirable for the purposes of maintaining and, subject to prior consultation with the Owners' Committee, improving the amenities of the Estate for the better enjoyment or use thereof by the Owners and occupiers and their licensees.
- (xxx) To give or refuse its consent or approval to anything which requires its consent or approval pursuant to this Deed (such consent or approval shall not be unreasonably withheld) and to impose conditions or additional conditions relative thereto and the giving or refusing of such consent or approval and the imposing of such conditions shall be final and conclusive and binding on the Owners Provided That the grant of any consent or approval by the Manager shall not relieve an Owner from obtaining all necessary governmental consents and Provided Further That any consent or approval that the Owner of the Government

Accommodation may be required to obtain from the Manager shall be provided free of charge.

(xxxi) To enforce the due observance and performance of the terms and conditions of this Deed by the Owners and occupiers and to take action in respect of any breach thereof including discontinuance of provision of management services to the defaulting Owners, to remedy any breach at the expense of the defaulting Owner following the expiration of reasonable notice requiring an Owner to remedy that breach (Provided That the Manager shall at his own costs and expense make good all damages caused by the default of the Manager and shall be liable for the negligent, dishonest, wilful or criminal acts of the Manager, its staff, employees, agents and contractors) and the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned.

(xxxii) 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 as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Estate. 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 maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to Owners and occupiers of the Estate.

(xxxiii) To make Building Rules to require the Owners and occupiers of the Estate (save and except FSI as the Owner and occupiers of the Government Accommodation) to protect the environment of the Estate and to implement noise abatement, waste reduction, separation and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection, and to implement and/or monitor proper implementation of the Noise Mitigation Measures by Owners whose Residential Units contain Noise Mitigation Measures forming part of such Residential Units and subject to Clause 2(a) of Part II of the SECOND SCHEDULE to this Deed, to enter into the relevant Residential Units to take such measures and precautions as may be required to prevent any breach by any Owners in respect of the Noise Mitigation Measures in Residential Units.

(xxxiv) Subject to the terms and conditions contained in the Government Grant and subject to the exceptions and reservations in the Non-Railway Portion Assignment and the rights of the First Owner contained in this Deed and the rights, easements and privileges reserved by the Owner of the Government Accommodation under Clause 4 of Part I of the SECOND SCHEDULE to this Deed, the prior written approval of the Owners' Committee (if any) and the provisions in the Ordinance, to license or otherwise permit or grant the right to any person to have access to and to use any part of the Common Areas and the Common Services and Facilities for such purpose and upon such terms and conditions as the Manager may deem fit, and subject to the additional prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed and any payment received for the approval shall be

credited to the relevant accounts of the Special Fund to grant licence to any person to install or affix chimneys, flues, pipes or any other structures or facilities on or within the Common Areas, and for this purpose to negotiate and enter into contracts, leases or licence agreements or arrangement with such persons on such terms as the Manager may deem fit Provided That the Manager shall, upon the request of the Owners' Corporation, assign such contract, lease or licence agreement to the Owners' Corporation if the same shall have been formed and Provided Always That any income received or benefit generated in the exercise by the Manager of the aforesaid powers shall accrue to the Owners of the Estate or the relevant part of the Estate (as the case may be) and be credited to the relevant accounts of the Special Fund and Provided Further That the right of any Owner to the use and enjoyment of any of the Common Areas and the Common Services and Facilities shall not be unreasonably interfered with and that no nuisance or hazard to any person lawfully in the Estate is caused thereby and Provided Further That the safety or the operation of the West Rail, the Railway Station, the West Rail Structures and Installations, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access or any part thereof shall not be affected and Provided Further That in any event no chimneys, flues, pipes or any other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation and Provided Further That the exercise of such right shall not interfere with the rights of other Owners of the Estate to hold, use, occupy and enjoy their Units and impede their access to their Units.

(xxxv) To implement and/or monitor proper implementation of Fire Safety Management Plan

by Owners whose Residential Units contain approved open kitchen design in accordance with the Fire Safety Management Plan and subject to Clause 2(a) of Part II of the SECOND SCHEDULE to this Deed, to enter into the relevant Residential Units to take such measures and precautions as may be required to prevent any breach by any Owners in respect of the fire safety management in Residential Units and to assist such Owners to engage registered fire services installation contractors to carry out annual check and maintenance of the fire service installation and submit the maintenance certificate to the Fire Services Department.

(xxxvi) To provide suitable CCTV imaging device for conducting inspection of the external drainage pipes enclosed by architectural features by a suitable CCTV imaging device.

(xxxvii) To carry out such works as the Manager may consider necessary in relation to the maintenance, repair, replacement and security of all parts of the EV Facilities for Visitors' Car Parking Spaces.

(xxxviii) To determine at the Manager's sole discretion the capacity of the electric vehicle charger permitted to be used by the occupier and Owner of the Residential Parking Spaces.

(xxxix) To repair, maintain, service, alter and replace the signs, logos or structures (whether illuminated or not) for identifying the name(s) of the Estate or any component or any part thereof provided by the Owner(s) of the Estate or the relevant component or part thereof (as the case may be) and erected or to be erected on such parts of the external walls of the Estate Common Areas (other than any external walls assigned to any Owner) and all the costs and expenses incurred in connection therewith shall be borne by the Owners of the Estate or the Owner(s)

of the relevant component or part of the Estate (save and except FSI as the Owner of the Government Accommodation) (as the case may be) Provided That FSI as the Owner of the Government Accommodation may 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 in accordance with Clause 4(a)(vii) of Part I of the SECOND SCHEDULE to this Deed.

(xxxx) To demand and receive from the Owner of the Reprovision Station Carpark the contribution of costs and expenses payable by it together with interest and the collection charge thereon (if any) under Clause 5(d) of Section J of this Deed.

(xxxxi) To permit the Owner of the Reprovision Station Carpark and its contractors, surveyors, servants, agents, workmen or other person authorised by it (with or without vehicles, plant, equipment, material and machinery) to enter into the Estate for the purposes of carrying out any works in relation to the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted and conferred on the Owner of the Reprovision Station Carpark under Clause 5 of Part I of the SECOND SCHEDULE to this Deed and in the case of the Government Accommodation only if the entry is unavoidable and with the prior approval of the Owner of the Government Accommodation (except in case of emergency) and least disturbance being caused and the Owner of the Reprovision Station Carpark shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation and shall indemnify the Owner of the Government Accommodation from and against all costs and expenses incurred for any damage caused to the

Government Accommodation and make good any damage caused to the Government Accommodation as a result of exercising the right and carrying out such works.

(xxxxii) To maintain the Green Areas together with the 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 to the satisfaction of the Director until possession of the Green Areas has been re-delivered to the Government pursuant to Special Condition No.(7) of the Government Grant.

**Employment
of agent, etc.**

2. Subject to the rights, easements and privileges reserved by the Owner of the Government Accommodation under Clause 4 of Part I of the SECOND SCHEDULE to this Deed, by the Owner of the Reprovision Station Carpark in Clause 5 of Part I of the SECOND SCHEDULE to this Deed and by KCRC in Clause 6 of Part I of the SECOND SCHEDULE to this Deed, the Manager shall have the right from time to time to appoint or employ agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties or obligations hereunder Provided That the Manager shall not transfer or assign its duties or obligations hereunder to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the Estate (excluding the Government Accommodation) in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility.

**The Manager to
control
Common Areas
etc.**

3. Subject to the Ordinance and the provisions of this Deed the Common Areas and the Common Services and Facilities shall be under the exclusive control of the Manager.

**The Manager's
acts and**

4. Subject to the rights, easements and privileges reserved by the Owner of the Government Accommodation under Clause 4 of

**decisions
binding**

Part I of the SECOND SCHEDULE to this Deed, by the Owner of the Reprovision Station Carpark in Clause 5 of Part I of the SECOND SCHEDULE to this Deed and by KCRC in Clause 6 of Part I of the SECOND SCHEDULE to this Deed, all acts and decisions of the Manager arrived at in accordance with the provisions of this Deed and the Ordinance in respect of any of the matters aforesaid shall be binding in all respects on all the Owners. For the avoidance of doubt, any contract entered into by the Manager in accordance with the provisions of this Deed shall be binding on all the Owners.

**Powers of the
Manager**

5. The Manager shall have all the powers of a Corporation incorporated under the Ordinance insofar as applicable and insofar as they may lawfully exercise such powers Provided That the powers of the such Corporation shall not in any way be impeded or restricted nor be prejudiced by or as a result of this Clause.

**Contracts
entered into by
the Manager or
the Owners'
Committee**

6. (a) Subject to the provisions in Schedule 7 to the Ordinance and the provisions in sub-clauses (b) and (c) of this Clause, the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless :-
- (i) the supplies, goods or services are procured by invitation to tender; and
 - (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance.
- (b) Subject to the provisions in Schedule 7 to the Ordinance and sub-clause (c) of this Clause, the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual budget of the Estate or

such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless :-

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

- (1) the supplies, goods or services are procured by invitation to tender;
- (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance; and
- (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or

(ii) if there is no Owners' Corporation:

- (1) the supplies, goods or services are procured by invitation to tender;
- (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance; and
- (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners of the Estate convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.

(c) Sub-clauses (a) and (b) above do not apply to any supplies, goods or services which but for this sub-clause would be required to be procured by invitation to tender (referred to in this sub-clause as **“relevant supplies, goods or services”**) :-

- (i) where there is an Owners' Corporation, if :-
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
 - (2) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
- (ii) where there is no Owners' Corporation, if:
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
 - (2) the Owners decide by a resolution of the Owners passed at a meeting of Owners of the Estate 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) The Manager may 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 telecommunication network services 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.

Discretion of the Manager in whose name to perform powers

7. The Manager shall have the discretion to :-

- (a) perform any of its duties, obligations and responsibilities or exercise any of its rights and powers and discretions hereunder (including instituting legal proceedings other than in respect of matters solely relating to the Government Accommodation) under its own name or by or through its employees or agents or contractors or in the name of the Owners Provided That the Manager shall not represent FSI or GPA in any dealings with the Government;

Discretion to refrain when any act may be contrary to law or unprofessional or affecting West Rail

- (b) refrain from doing anything or the exercise of any right or power vested in the Manager which would or might be in the opinion of the Manager contrary to any law or governmental directive or unprofessional, immoral or inappropriate or render the Manager liable to any person or would or might in the opinion of the Manager adversely affect the safety or operation of the Reprovision Station Carpark, the West Rail, the Railway Station, the West Rail Structures and Installations, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access or any part thereof or the health or safety of the Owners or occupiers of the Estate or any part thereof or the safety of any part of the Estate and to do anything which in its absolute discretion the Manager may consider

necessary to comply with any law or government directive;

Discretion to refrain from acting as directed by Owners' Committee unless indemnified

- (c) refrain from taking any step or further step required by the Owners' Committee or the Owners pursuant to the provisions of this Deed until the Manager has been fully indemnified and/or secured to its satisfaction against any or all costs and expenses (including legal costs) or liabilities which the Manager may sustain or incur as a result of complying with such requirement or request;

To obtain legal or other expert advice

- (d) obtain and pay (at the cost and expense of the Owners (save and except FSI as the Owner of the Government Accommodation)) reasonable expenses for such legal or other expert advice or services in connection with the matters arising from the management of the Estate (excluding the Government Accommodation) and/or for common interest of the Owners or group of Owners (save and except FSI as the Owner of the Government Accommodation) as the Manager considers necessary or desirable from such legal or other expert to be determined and appointed by the Manager and rely on any such advice without any liability for any loss or damage whatsoever and howsoever arising.

Protection of the Manager

- 8. Neither the Manager nor any of its employees, agents or contractors shall be liable to the Owners' Committee or any Owner or any person whomsoever whether claiming through, under or in trust for the Owners' Committee or any Owner or otherwise except in the event of any act or omission involving criminal liability, dishonesty or negligence by or on the part of the Manager or its employees, agents or contractors:
 - (a) for or in respect of any act, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed or any instruction from the Owners' Committee or the Owners;
 - (b) for or in respect of any loss or damage to person or property caused by or through or in any way owing to any

defect in or breakdown of the lifts, fire and security services equipment, the Common Services and Facilities, air-conditioning plant and other facilities (if any) of or in the Estate;

- (c) for or in respect of any loss or damage to person or property caused by or through or in any way owing to any failure, malfunction, explosion or suspension of the electricity or water supply to the Estate or any part thereof;
- (d) for or in respect of any loss or damage to person or property caused by or through or in any way owing to fire or the overflow or leakage of water from anywhere within the Estate or the influx of rainwater or other substances into, or the activity of termites, rats or other vermin in any of the buildings erected on or in the Estate;
- (e) for the security or safekeeping of the Estate or any persons or contents therein.

Owners to indemnify the Manager

9. The Owners of the Estate (save and except the Owner of the Government Accommodation) shall fully and effectually indemnify the Manager from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with the management of the Estate as provided under this Deed and all costs and expenses (including legal costs) in connection therewith save that the protection afforded by this Clause shall exclude any act or omission involving criminal liability, dishonesty or negligence by or on the part of the Manager or 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.

Manager's Consent or approval

10. Subject to Clause 11 of this Section, where the Manager's consent or approval is required under this Deed, such consent or approval must not be unreasonably withheld and that the Manager must not charge any fee other than a reasonable administrative fee for issuing the consent or approval. The fee must be credited to the Special Fund.

**Consent to the
Owner of the
Government
Accommodation**

11. Notwithstanding anything herein contained, any consent or approval 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.

SECTION J

MANAGEMENT CHARGES

Costs to be borne by all the Owners

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Estate and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and shall be paid by the Owners of the Estate (save and except FSI as the Owner of the Government Accommodation) in the manner herein provided :-
 - (a) Government rent (subject to the provisions of Clause 3 of Section E of this Deed);
 - (b) the premia payable for the insurance of the Estate against the Insured Risks, third party liability, property owners liability, employers' liability, public liability, occupiers' liability and/or any other similar liability;
 - (c) charges for the supply and consumption of water, electricity and other utilities and any similar charges in connection with the Estate and not being in respect of use or consumption of the same in any Unit used, occupied and enjoyed by one or some Owners to the exclusion of the other Owners;
 - (d) the costs of repairing, maintaining, cleaning, painting and otherwise treating and decorating the structure and external elevations of the Estate and any buildings, and other structures erected on or in the Estate, or any part or parts thereof, which form parts of the Common Areas or the Common Services and Facilities, and of replacing broken glass in any doors or windows therein, the responsibility for any of which is not under the terms of this Deed allocated to any Owner, and also the costs of cleaning the external surface of the curtain walls including openable windows installed therein or thereto;
 - (e) costs incurred by the First Owner and charged back to the Manager as a result of the First Owner undertaking any repairs or works to the Estate which it deems necessary

pursuant to the provision of (a)(ii) of the Exceptions and Reservations section under Clause 3 of Part II of the SECOND SCHEDULE to this Deed;

- (f) subject to Clause 1(b)(viii) of Section I hereof, the cost of any necessary demolition works or works the Manager considers necessary for the rebuilding, improvement, enhancement or renovation of the Estate;
- (g) the costs of maintaining and keeping in good repair and condition the Common Areas and the Common Services and Facilities, and also the maintenance costs of the services and facilities referred to in Clause 2(c) of Part I of the Second Schedule hereto;
- (h) the costs of cleaning and lighting the Common Areas;
- (i) the costs of landscaping the Common Areas and maintaining the same;
- (j) the costs of running and operating the Common Services and Facilities, and also the operational costs of the services and facilities referred to in Clause 2(c) of Part I of the Second Schedule hereto;
- (k) the costs of operating and maintaining the fire protection and fire-fighting systems, equipment and apparatus;
- (l) the costs of operating and maintaining the security systems equipment and apparatus;
- (m) the costs of maintaining, operating, staffing, insuring and all other costs in connection with the Recreational Facilities;
- (n) the costs of maintaining, repairing and operating the Items;
- (o) the costs of purchasing or hiring all plant, equipment, apparatus or machinery necessary for the proper performance by the Manager of its powers and duties

under this Deed and used solely for the benefit of the Estate;

- (p) remuneration for all management staff, caretakers, security guards, watchmen, cleaners, attendants, gardeners and such other staff as may be required for the proper management of the Estate;
- (q) the costs of refuse disposal;
- (r) the costs of pest control;
- (s) the costs of decorating the Common Areas during Christmas, Chinese New Year and other festivities;
- (t) all reasonable professional fees and costs incurred by the Manager including :-
 - (i) fees and costs of surveyors, rating surveyors, valuers, architects, engineers and others employed in connection with the management, maintenance and improvement of the Estate or any part or parts thereof;
 - (ii) solicitors and other legal fees and costs incurred in the exercise of its rights, powers and/or duties under this Deed;
 - (iii) fees and costs of accountants, auditors and/or any other consultants employed in connection with the accounts or the Manager's statements as required to be prepared or produced by the Manager pursuant to this Deed;
- (u) a reasonable sum for contingencies;
- (v) the Manager's Remuneration;
- (w) the costs of upholding, managing, maintaining, cleaning, repairing or landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas (excluding the area which is exclusively used, occupied or enjoyed by an

Owner) whether within or outside the boundary of the Land and the structures and services installed and provided thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land are required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (except where the relevant obligation is required to be performed and observed only by KCRC as the original grantee of the Land under the Government Grant or the First Owner as the assignee of KCRC under Special Condition No.(53)(b) of the Government Grant);

- (x) the costs of maintenance and management of the Pedestrian Link and the Pedestrian Walkway;
- (y) the costs of operating and maintain the EV Facilities for Visitors' Car Parking Spaces;
- (z) all fees, costs and expenses incurred by the Manager for the inspection, maintenance and works of the Slope Structures (if any) which are required to be maintained by the Owners (excluding FSI as the Owner of the Government Accommodation) in compliance with the provisions of the Government Grant and in accordance with the Slope Maintenance Manual (if any) and all guidelines issued from time to time by the appropriate Government authorities regarding the maintenance of the Slope Structures;
- (aa) the reasonable costs incurred by KCRC and charged back to the Manager as a result of KCRC carrying out any maintenance and repair works pursuant to Paragraphs (c)(vi)(2), (5), (6) and (7) of Part I of the Second Schedule to the Non-Railway Portion Assignment if such works are necessitated by the act or default of the Owners of the Estate; and
- (bb) any other costs, charges, and expenses properly incurred by the Manager in the performance of any duty or in the exercise of any power hereunder;

but such costs, charges and expenses shall exclude costs, charges and expenses 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 common areas, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and the Common Services and Facilities and the costs of the relevant investigation works and professional services which shall be payable out of the Special Fund hereinafter mentioned,

Provided That FSI as the Owner of the Government Accommodation shall not be required to contribute to any costs charges or expenses incurred by the Manager in the maintenance and management of the Estate as referred to in Clause 1 of this Section (save as expressly provided by Clause 8(c) of Section E of this Deed) and FSI as the Owner of the Government Accommodation shall be exempted from contributing to the Special Fund or deposits referred to in Clause 9 of this Section or any insurance premia or debris removal fees and interest and penalty charges on late or default in payment of management and maintenance charges or costs or expenses for management and maintenance of any open space or payment of a like nature.

Provided Further That (save as herein provided in this Deed to the contrary) the Owner of the Reprovision Station Carpark shall not be required to contribute to any costs charges or expenses incurred by the Manager in the maintenance and management of the Estate as referred to in Clause 1 of this Section (save as expressly provided by the Government Grant) and the Owner of the Reprovision Station Carpark shall be exempted from contributing to the Special Fund (other than those contributions referred to in Clause 5(d) of this Section) or deposits referred to in Clause 9 of this Section or any insurance premia or debris removal fees or costs or expenses for management and maintenance of any open space or payment of a like nature.

- Special Fund**
2. (a) There shall be established and maintained by the Manager a Special Fund which shall be comprised of the following separate accounts :-

- (i) an estate account of the Special Fund for the purposes of meeting the cost of major works of a capital nature or of a kind not expected to be incurred annually in respect of the Estate Common Areas and/or the Estate Common Services and Facilities which includes, but is not limited to, expenses for the renovation, improvement and repair of the Estate Common Areas and/or the Estate Common Services and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Estate Common Areas and/or the Estate Common Services and Facilities and the costs of the relevant investigation works and professional services;
- (ii) a residential account of the Special Fund for the purposes of meeting the cost of major works of a capital nature or of a kind not expected to be incurred annually in respect of the Residential Common Areas and the Residential Common Services and Facilities, which include, but are not limited to, expenses for the renovation, improvement and repair of the Residential Common Areas and the Residential Common Services and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Residential Common Areas and the Residential Common Services and Facilities and the costs of the relevant investigation works and professional services;
- (iii) a residential car park account of the Special Fund for the purposes of meeting the cost of major works of a capital nature or of a kind not expected to be incurred annually in respect of the Residential Car Park Common Areas and the Residential Car Park Common Services and Facilities, which include, but are not limited to, expenses for the renovation, improvement and

repair of the Residential Car Park Common Areas and the Residential Car Park Common Services and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Residential Car Park Common Areas and the Residential Car Park Common Services and Facilities and the costs of the relevant investigation works and professional services; and

- (iv) a mixed residential account of the Special Fund for the purposes of meeting the cost of major works of a capital nature or of a kind not expected to be incurred annually in respect of the Common Areas, Services and Facilities for Residential Accommodation and Residential Parking Spaces, which include, but are not limited to, expenses for the renovation, improvement and repair of the Common Areas, Services and Facilities for Residential Accommodation and Residential Parking Spaces, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas, Services and Facilities for Residential Accommodation and Residential Parking Spaces and the costs of the relevant investigation works and professional services.
- (b) Except where the First Owner has made payments in accordance with Clause 9(b) of this Section, the first Owner of each Unit (save and except FSI as the Owner of the Government Accommodation) shall upon the assignment of the Unit from the First Owner pay to the Manager an initial contribution to the Special Fund in accordance with Clause 9(a)(ii) of this Section. Each Owner of the Estate (save and except FSI as the Owner of the Government Accommodation) shall make further periodic contributions to the said Special Fund for each financial year in such amount and at such time to be determined by a resolution of the Owners of the Estate at

an Owners' meeting convened under this Deed or by a resolution of the Owners of the relevant part of the Estate at a meeting of the Owners of the relevant part of the Estate 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 (save and except FSI as the Owner of the Government Accommodation) in any financial year, and the time when those contributions shall be payable. The payment made by the Owners towards the Special Fund is neither refundable to any Owner by the Manager nor transferable to any new Owner.

- (c) The Special Fund shall be deposited in interest bearing accounts the titles of which shall refer to the relevant accounts of the Special Fund opened and maintained by the Manager with a licensed bank within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) in Hong Kong and held on trust for the relevant Owners and the Manager shall use the bank accounts exclusively for the purposes referred to in Clause 2(a) of this Section. The Manager shall include in the accounts to be submitted to the Owners in accordance with the provisions of Clause 8 of this Section a statement showing changes in the respective relevant accounts of the Special Fund during the previous year.
- (d) Without prejudice to the generality of Clause 2(c) of this Section, 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 relevant accounts of the Special Fund.
- (e) The Manager shall display a document showing evidence of any account opened and maintained under Clause 2(c) or (d) of this Section in a prominent place in the Estate.

- (f) Each account of the Special Fund shall be established by the Manager following the taking over of the management and commencement of provision of management services by the Manager for the particular part of the Estate falling within the scope of that account of the Special Fund. The Manager shall without delay pay all money received by him in respect of the Special Fund into the relevant accounts opened and maintained under Clause 2(c) of this Section or, if there is an Owners' Corporation, the relevant accounts opened and maintained under Clause 2(d) of this Section.
- (g) Except in a situation considered by the Manager to be an emergency, money shall not be paid out of the Special Fund unless it is for a purpose approved by the Owners' Committee. The Manager shall not use the Special Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Estate.

Financial Year 3. (a) For all budgeting and accounting purposes in respect of the Estate there shall be established a financial year which shall begin on the 1st day of January and end on the 31st day of December of that year, save that the first such financial year shall begin on the date of this Deed and end on the 31st December in the same year if this Deed is dated before the 1st day of July or end on the 31st day of December of the following year if this Deed is dated on or after the 1st day of July.

- (b) The Manager shall have the right from time to time to vary the financial year upon giving notice in writing to the Owners' Committee (if any), but may only do so once in every five (5) years except with the prior approval by a resolution of the Owners' Committee (if any).

Determination of Management Charges 4. (a) Subject to sub-clauses (c), (e), (f) and (h) of this Clause, the total amount of Management Charges payable by the Owners of the Estate (save and except FSI as the Owner of the Government Accommodation) during any financial year in respect of the management of the Estate shall be

the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) of this Clause.

- (b) In respect of each financial year (other than the first), the Manager shall, in the preceding financial year in consultation with the Owners' Committee (insofar as each financial year other than the first is concerned) :-
 - (i) prepare draft budgets in accordance with sub-clause (i) of this Clause setting out the proposed expenditure during the financial year;
 - (ii) send a copy of each of the draft budgets to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budgets in a prominent place in the Estate, and cause it to remain so displayed for at least seven (7) consecutive days;
 - (iii) send or display, as the case may be, with copies of the draft budgets a notice inviting each Owner to send his comments on the draft budgets to the Manager within a period of fourteen (14) days from the date the draft budgets were sent or first displayed;
 - (iv) after the end of that period, prepare budgets specifying the total proposed expenditure during the financial year;
 - (v) send copies of the budgets referred to in sub-sub-clause (iv) of this Clause to the Owners' Committee or, where there is no Owners' Committee, display copies of the budgets in a prominent place in the Estate, and cause them 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 Charges for that year shall :-

- (i) until he has so complied, be deemed to be the same as the total amount of Management Charges (if any) for the previous financial year;
 - (ii) when he has so complied, be the total proposed expenditure specified in the budgets for that financial year, and the amount that the Owners of the Estate (save and except FSI as the Owner of the Government Accommodation) shall contribute towards the Management Charges shall be calculated and adjusted accordingly.
- (d) Where a 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 budget as apply to the draft budget and budget by virtue of sub-clause (b) of this Clause.
- (e) Where a revised budget is sent or displayed in accordance with sub-clause (d) of this Clause, the total amount of the Management Charges for that financial year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that Owners of the Estate (save and except FSI as the Owner of the Government Accommodation) shall contribute towards the Management Charges 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 a budget or revised 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 budget or revised budget, as the case may be, the total amount of Management Charges for the financial year shall, until another budget or revised budget is sent or displayed in accordance with sub-clause (b) or (d) of this Clause and is not so rejected under this

subparagraph, be deemed to be the same as the total amount of Management Charges (if any) for the previous financial year together with an amount not exceeding 10% of that total amount as the Manager may determine.

- (g) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person to justify the expenses incurred/estimated Provided That on request in writing made by GPA, the Manager shall provide FSI free of charge with quarterly accounts, audited reports and budgets to justify the expenses incurred/estimated.
- (h) For the purposes of this Clause, “**expenditure**” includes all costs, charges and expenses to be borne by the Owners of the Estate (save and except FSI as the Owner of the Government Accommodation), including the Manager’s Remuneration.
- (i) The Manager shall prepare the following budgets :-
 - (i) an Estate Management Budget which shall show the estimated expenditure for the management and maintenance of the Green Areas, the part of the Pedestrian Link within the Estate Common Areas, the Railway Station Emergency Vehicular Access, the Slope Structures, the Estate Common Areas and the Estate Common Services and Facilities and the Items including the contribution to the estate account of the Special Fund and the Manager’s Remuneration but excluding expenditure attributable to the Residential Accommodation, or the Residential Parking Spaces;
 - (ii) a Residential Accommodation Management Budget which shall show the estimated expenditure for the management and maintenance of the Residential Common Areas and the Residential Common Services and Facilities and

the part of the Pedestrian Link within the Residential Common Areas including the contribution to the residential account of the Special Fund and the Manager's Remuneration but excluding expenditure attributable to the Estate as a whole or any other part of the Development;

- (iii) a Residential Car Park Management Budget which shall show the estimated expenditure for the management and maintenance of the Residential Car Park Common Areas and the Residential Car Park Common Services and Facilities including the contribution to the residential car park account of the Special Fund and the Manager's Remuneration but excluding expenditure attributable to the Estate as a whole or any other part of the Development;
- (iv) a Mixed Residential Management Budget which shall show the estimated expenditure for the management and maintenance of the Common Areas, Services and Facilities for Residential Accommodation and Residential Parking Spaces including the contribution to the mixed residential account of the Special Fund and the Manager's Remuneration but excluding expenditure attributable to the Estate as a whole or any other part of the Development; and
- (v) sub-budgets or sub-sub-budgets in the Manager's absolute discretion for any constituent part of each part of the Estate (as considered necessary or appropriate by the Manager) which are used exclusively by some part or parts but not the whole of the Estate.

**Payment of
Management
Charges**

- 5. (a) Each Owner of the Estate (save and except FSI as the Owner of the Government Accommodation) shall contribute towards the Management Charges monthly in advance a contribution equal to 1/12th of the Management

Charges payable by that Owner for that year on the first day of each calendar month.

- (b) Subject to sub-clauses (c) and (d) of Clause 5 of this Section, the Owners of the Estate (save and except FSI as the Owner of the Government Accommodation) shall contribute towards the Management Charges in the following manner :-
- (i) all Owners of Units (save and except FSI as the Owner of the Government Accommodation) in the Estate shall contribute to the expenses of the Estate Management Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to the Estate;
 - (ii) the Owners of the Residential Units shall contribute to the expenses of the Residential Accommodation Management Budget and 98% of the expenses of the Mixed Residential Management Budget in the proportion that the Management Units attributable to the Residential Units owned by them bears to the total Management Units allocated to the Residential Accommodation; and
 - (iii) the Owners of the Residential Parking Spaces shall contribute to the expenses of the Residential Car Park Management Budget and 2% of the expenses of the Mixed Residential Management Budget in the proportion that the Management Units attributable to such Residential Parking Spaces owned by them bears to the total Management Units allocated to all Residential Parking Spaces,

Provided That where the Manager prepares sub-budgets or sub-sub-budgets for any part of the Estate other than the above budgets, only the expenses which are attributable to that part as a whole shall be apportioned and the expenses of any sub-budget or sub-sub-budget

shall be paid by the Owners of Units covered by such a sub-budget or sub-sub-budget in the proportion that the Management Units attributable to the Units owned by them bears to the total number of Management Units allocated to the relevant part of the Estate covered by such a sub-budget or sub-sub-budget;

- (c) Notwithstanding anything contained in this Deed to the contrary, the following provisions shall prevail:-
 - (i) FSI as the Owner of the Government Accommodation shall not be liable to contribute any management and maintenance charges in respect of the remainder of the Development and in particular shall not be liable for payment of any management and maintenance charges whatsoever incurred in respect of the Common Areas and the Common Services and Facilities, including the Items; and
 - (ii) FSI as the Owner of the Government Accommodation shall not be liable for any payment of contribution towards the Special Fund, debris removal fee or payment of a like nature.
- (d) Notwithstanding anything contained in this Deed to the contrary, the Owner of the Reprovision Station Carpark shall share, and contribute to, the costs and expenses of the Estate Management Budget in so far as the same is attributable to the maintenance of the Green Areas prior to the re-delivery of possession of the Green Areas to the Government in accordance with the Government Grant, and the maintenance and management of the Items, the Pedestrian Link, the Pedestrian Walkway, the Railway Station Emergency Vehicular Access and the Slope Structures (if any) but not otherwise (the “**Development Basis Contribution**”) to the extent that the Owner of the Reprovision Station Carpark shall contribute 9% of the Development Basis Contribution and the Owners of the

Estate (excluding FSI as the Owner of the Government Accommodation) shall contribute 91% of the Development Basis Contribution.

- (e) The Manager shall on or before the first day of each calendar month render to each of the Owners of the Estate (save and except FSI as the Owner of the Government Accommodation) by sending to their respective Unit or to such other address as an Owner may from time to time in writing advise to the Manager either by post or by hand a written notification showing the amount of the monthly charge payable by such Owner.
- (f) Notwithstanding any provisions to the contrary, the Owners of the Estate (save and except FSI as the Owner of the Government Accommodation) shall pay to the Manager any shortfall in the Manager's Remuneration within twenty-one (21) days from the completion of the preparation of an income and expenditure account and balance sheet in accordance with Clause 8(c) of this Section.

Provided That where in the Manager's opinion, whose opinion must be reasonable and formed in good faith any expenditure has been or will be incurred solely for the benefit of an Owner or group of Owners that expenditure shall be borne by that Owner or those Owners solely in such proportion to be determined by the Manager and where in the Manager's opinion, whose opinion must be reasonable and formed in good faith any expenditure relates to management services which do not benefit a group of Owners that group of Owners need not be responsible for that expenditure and Provided Further That subject to Clause 12 of this Section the liability of the Owner of a Unit to contribute to the expenses of any budget prepared by the Manager shall only accrue with effect from the date of this Deed or the date of commencement of provision of management services by the Manager to the part of the Estate intended for common use and benefit of his Unit and other Units covered by such budget, whichever is the later, and then only in respect of such Units and the Manager in determining the Management Charges payable by an Owner shall only apportion expenditure between the

Management Units attributable to those Units in respect of which provision of management services by the Manager to the relevant part of the Estate intended for common use and benefit of such Units covered by such budget has been commenced.

Failure by an Owner to make payment

6. (a) If any payment payable by an Owner (save and except FSI as the Owner of the Government Accommodation) as provided in this Section is more than thirty (30) days in arrears from the date of demand the Manager shall have the right without prejudice to any other right or remedy hereunder to :-
- (i) charge interest calculated at the rate of 2% per annum above the prime rate from time to time of The Hongkong & Shanghai Banking Corporation Limited on the amount unpaid (such interest to be calculated from the due date and not thirty (30) days thereafter);
 - (ii) make a collection charge of an amount not exceeding 10% of the amount unpaid to cover the cost (other than legal costs of proceedings brought by the Manager in exercise of its power in that behalf contained in Clause 1(b)(xxxi) of Section I of this Deed) of the extra work occasioned by the default.

For the avoidance of doubt, this Clause 6(a) shall not apply to FSI as the Owner of the Government Accommodation who shall be exempt from paying any interest or collection charge on late or default in payment.

- (b) If default shall be made as aforesaid any sum payable by the defaulting Owner together with interest thereon as provided in sub-clause (a) hereof and all costs and expenses (including any legal costs on a solicitor and own client basis) which may be incurred in recovering the same and in registering the charge hereinafter referred to, shall be charged on the Undivided Share or Undivided Shares of the defaulting Owner and the Manager shall be entitled to register a Memorial of such charge at the Land

Registry against the Undivided Share or Undivided Shares of the defaulting Owner and to apply to the Court for an Order for the sale of the defaulting Owner's Undivided Share or Undivided Shares of and in the Land and the Development together with the right to the exclusive use occupation and enjoyment of the Unit held therewith.

**Miscellaneous
and surplus
income**

7. (a) Any miscellaneous income or payment received by the Manager from or in respect of the Estate, not being for the defrayment of any specific expense shall be credited to the Special Fund. Miscellaneous income shall for the purpose of this Deed include, without prejudice to the generality of the foregoing :-
- (i) any monies received pursuant to Clause 9(a)(iv) of this Section and not expended for the purpose specified in that Clause;
 - (ii) any interest or collection charges referred to in Clause 6 of this Section;
 - (iii) any damages for the breach, non-observance or non-performance of the terms and conditions of this Deed recovered by the Manager in any legal proceedings brought by it in exercise of its power in that behalf contained in Clause 1(b)(xxxi) of Section I of this Deed; and
 - (iv) any sum or charges or expenses received from Owners in respect of the issue of licence or consent by the Manager referred to in Clause 1(b)(xxx) and Clause 10 of Section I of this Deed.
- (b) Any surplus of income over expenditure shown in the audited accounts for any financial year shall be applied towards the payment of future costs, charges and expenses in respect of the management of the Estate, or be transferred to the relevant account(s) of the Special Fund referred to in Clause 2(a) of this Section, and shall in either case be taken into account when calculating the relevant budget for the following financial year.

**Keeping of
accounts**

8. (a) The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years.
- (b) Within one (1) month after each consecutive period of three (3) months, or such shorter period as the Manager may select, the Manager shall prepare summaries of income and expenditure and balance sheets in respect of that period, display copies of the summaries and balance sheets in a prominent place in the Estate, and cause them to remain so displayed for at least seven (7) consecutive days.
- (c) Within two (2) months after the end of each financial year, the Manager shall prepare income and expenditure accounts and balance sheets for that year, display copies of the income and expenditure accounts and balance sheets in a prominent place in the Estate, and cause them to remain so displayed for at least seven (7) consecutive days.
- (d) Each income and expenditure account and balance sheet shall include details of the respective accounts of the Special Fund referred to in Clause 2(a) of this Section and an estimate of the time when there will be a need to draw on those accounts of the Special Fund, and the amount of money that will be then needed.
- (e) The Manager shall :-
- (i) permit any Owner, at any reasonable time, to inspect the books or records of account and any income and expenditure account or balance sheet; and
- (ii) on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him Provided That the said record or document shall be sent free of charge to FSI by prepaid post or delivered by hand to GPA, Government Property Agency of 9/F, South

Tower, West Kowloon Government Offices,
No.11 Hoi Ting Road, Yau Ma Tei, Kowloon,
Hong Kong or such other person and address
nominated by FSI in writing.

- (f) If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and :-
 - (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
 - (ii) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner Provided That the said account and balance sheet or report shall be sent free of charge to FSI by prepaid post or delivered by hand to GPA, Government Property Agency of 9/F, South Tower, West Kowloon Government Offices, No.11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong or such other person and address nominated by FSI in writing.
- (g) Prior to the formation of the Owners' Corporation, the Owners at the meeting of the Owners of the Estate convened under this Deed have power to require or arrange for, the annual accounts prepared by the Manager pursuant to this Section to be audited by an independent auditor of the Owners' choice.

**Owners'
deposits**

- (h) The Manager shall maintain separate management accounts for different parts of the Estate.
- 9. (a) Except where the First Owner (in its capacity as an Owner of Units) has made payments in accordance with Clause 9(b) of this Section, the first Owner of any Unit (save and except FSI as the Owner of the Government Accommodation) assigned from the First Owner shall on completion of his purchase and before taking occupation pay and contribute to the Manager as security against his liabilities under this Deed :-
 - (i) a non-refundable but transferable deposit in respect of his obligation to contribute to Management Charges of a sum equivalent to three (3) months' Management Charges;
 - (ii) a non-refundable and non-transferable payment in respect of his obligation to contribute to the Special Fund to be established pursuant to Clause 2 of this Section of a sum equivalent to two (2) months' Management Charges;
 - (iii) an advance payment in respect of his obligation to contribute to Management Charges of a sum equivalent to two (2) months' Management Charges;
 - (iv) a non-refundable and non-transferable sum equivalent to one (1) month's Management Charges for Owners of Residential Units as debris removal fees for debris removal and disposal. Any such charges received by the Manager which are not so used for debris removal or if so used the remaining balance thereof should be credited to the residential account of the Special Fund.
- (b) The First Owner (in its capacity as an Owner of Units) shall make the payments referred to in Clause 9(a)(i), (ii) and (iv) of this Section if the First Owner remains the Owner of those Undivided Shares allocated to Units in a part of the Estate the construction of which has been

completed on whichever is the later of the date three (3) months after (i) execution of this Deed or (ii) the date when the First Owner is in a position validly to assign those Undivided Shares (i.e. when the consent to assign or certificate of compliance has been issued).

- (c) In the event of any increase in the Owner's monthly Management Charges the Owner of any Unit in the Estate (save and except FSI as the Owner of the Government Accommodation) shall forthwith upon receipt of the relevant notice given by the Manager pay to the Manager a further sum to the intent that the deposit referred to in Clause 9(a)(i) of this Section shall be made up to a sum equivalent to three (3) months' current Management Charges. The deposits shall not be set off against any payment to be made under this Deed.
- (d) The Manager shall place all such deposits in an interest bearing bank account opened by the Manager with a licensed bank within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) in Hong Kong the titles of which shall respectively refer to the Management Charge Deposits and Special Fund Deposits and the same shall be held in trust for all the Owners.

Change of ownership

- 10. (a) Any person ceasing to be the Owner of any Undivided Share shall in respect of the Undivided Share or Undivided Shares of which he ceases to be the Owner thereupon cease to have any interest in the fund provided for in Clauses 2, 5, 7 and 9 of this Section and held by the Manager to the intent that such fund shall be held for such Owner's successor in title and applied for the management of the Estate as herein provided irrespective of changes in ownership Provided That any deposit paid pursuant to Clause 9(a)(i) of this Section or the balance thereof by an Owner may be transferred into the name of a new Owner.
- (b) All persons prior to acquiring any Unit shall first ascertain from the Manager that there are no outstanding

Management Charges in respect thereof. If there are outstanding Management Charges, the new Owner and the outgoing Owner shall become jointly and severally liable to pay the same. The Manager shall have the right to pursue both or either of the new Owner or the outgoing Owner for payment of any outstanding Management Charges.

**Manager to
open and
maintain bank
account**

11. (a) The Manager shall open and maintain interest-bearing account(s) and shall use that account(s) exclusively in respect of the management of the Estate.
- (b) Without prejudice to the generality of sub-clause (a) of this Clause, 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 Estate.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (a) or (b) of this Clause in a prominent place in the Estate.
- (d) Subject to sub-clauses (e) and (f) of this Clause, the Manager shall without delay pay all money received by him in respect of the management of the Estate into the relevant account(s) opened and maintained under sub-clause (a) of this Clause or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b) of this Clause.
- (e) Subject to sub-clause (f) of this Clause, the Manager may, out of money received by him in respect of the management of the Estate, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- (f) The retention of a reasonable amount of money under sub-clause (e) of this Clause or the payment of that amount

into a current account in accordance with that sub-clause and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).

- (g) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), the title of which refers to the management of the Estate.

**Owners'
liability for
management
expenses**

- 12. All outgoings (including Government rent, rates, management expenses) up to and inclusive of the date of the first assignment by the First Owner of each Unit shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings. Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Development held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.

SECTION K

BUILDING RULES AND FITTING OUT RULES

Rules binding

1. For the benefit of the Owners and the occupiers for the time being of the Units there shall be Building Rules and Fitting Out Rules regulating the use, occupation, maintenance and environmental control of the Estate (excluding the Government Accommodation) and of any of the Common Areas (including the Recreational Facilities), and the Common Services and Facilities and the conduct of persons occupying, visiting or using the same and such Building Rules and Fitting Out Rules shall be binding on the Owners of the Estate (save and except FSI as the Owner of the Government Accommodation) and their tenants, licensees, servants and agents.

Deposit for Works

2. The Manager shall be entitled to collect from any Owner or occupant of a Residential Unit prior to commencement of any works in connection with the repair or alteration of that Residential Unit a deposit as security for any damages or losses as may be caused to the remainder of the Development. The amount of any such deposit shall be determined by the Manager depending upon the nature of the works to be carried out. All such deposits shall be held by the Manager in a separate account and shall be refunded without interest to the Owner or occupier within thirty (30) days of completion of the works subject to the Manager's right to deduct from that deposit any sum necessary to compensate for all damage or loss caused by the works or the Owner or occupier or their contractors to the remainder of the Development but without prejudice to the Manager's right to claim for compensation suffered in excess of the amount of the deposit.

Amendment of rules

3. Subject to Clauses 7 to 9 of this Section, the Manager shall have power from time to time to make, revoke and amend the Building Rules and Fitting Out Rules Provided That if the Owners' Committee is in existence the Building Rules and Fitting Out Rules referred to in Clause 1 of this Section shall only be made, revoked or amended with the prior approval of the Owners' Committee.

Rules to be posted on notice boards	4. Copies of the Building Rules and Fitting Out Rules from time to time in force shall be posted on the public notice boards in the Estate.
Conflict	5. Such Building Rules and Fitting Out Rules shall be supplementary to the terms and conditions contained in this Deed and shall not in any way derogate from such terms and conditions nor be inconsistent with or contravene with the Ordinance or the conditions of the Government Grant. In the event of conflict between such Building Rules or Fitting Out Rules and the provisions of the Ordinance or the Government Grant, the latter shall prevail.
Exclusion of liability	6. The Manager shall not be liable for any loss or damage however caused arising from any breach or non-observance of such Building Rules or Fitting Out Rules by any Owner of the Estate, his servants, agents, contractors, licensees or tenants or any other person.
Exemption of FSI as the Owner of the Government Accommodation from observing Building Rules and Fitting Out Rules	7. Notwithstanding anything to the contrary contained in this Deed, FSI as the Owner of the Government Accommodation shall be exempted from observing the Building Rules and the Fitting Out Rules.
Building Rules and Fitting Out Rules not to affect the Government Accommodation, the West Rail Structures and Installations and the West Rail	8. The Building Rules and the Fitting Out Rules (including any amendment and variation made in accordance with Clause 3 of this Section) must not adversely affect or interfere with the use, operation and enjoyment of the Government Accommodation, the West Rail, the Railway Station, the West Rail Structures and Installations, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access or any part thereof .
Exclusion of FSI as the Owner of the Government	9. Notwithstanding anything to the contrary contained in this Deed, FSI as the Owner of the Government Accommodation shall be

**Accommodation
from using
nominated
contractors**

exempted from using the nominated maintenance or service contractors of the Manager, the First Owner or the other Owners.

SECTION L

INTERPRETATION AND MISCELLANEOUS

**Marginal notes,
headings and
index**

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

**Plurals and
genders**

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

**Service of
notices**

3. (a) All notices or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by prepaid post to or left at the Unit of which the party to be served is the Owner notwithstanding that such party shall not personally occupy such Unit Provided That if other address has been given by an Owner pursuant to Clause 3(d) of this Section, such notices or demands shall be sent by prepaid post to that address only and Provided Further That where notice is to be given to an Owner who is a mortgagee, such notice shall be served on the mortgagee, if a Company, at its last known place of business or, if an individual at his last known residence in Hong Kong and Provided Further That any accounts, reports, budgets, agenda, minutes, notices and demands shall be sent free of charge to FSI by prepaid post or delivered by hand to GPA, Government Property Agency, 9th Floor, South Tower, West Kowloon Government Offices, 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong or such other person and address nominated by FSI in writing.
- (b) All notices required to be given to the Manager shall be properly served if sent by prepaid post to or left at its registered office or the management office of the Estate or such other address as may be notified by the Manager from time to time.

- (c) All notices required to be given to the Owners' Committee shall be properly served if sent by prepaid post to or left with the Chairman or Secretary of the Owners' Committee at his usual residential address.
- (d) All non-resident Owners shall provide the Manager with an address within Hong Kong for service of process and notices to be given pursuant to this Deed.

**Covenants to
run with the
land**

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

- (a) Each Owner on ceasing to be the Owner of any Undivided Share shall notify the Manager of such cessation and of the name and address of the new Owner and subject to the provisions of sub-clause (b) hereof and without prejudice to the liability of the new Owners, each such Owner shall remain liable for all sums payable in accordance with the provisions of this Deed and for the observance and performance of the terms and conditions hereof up to the date they cease to be an Owner;
- (b) No person shall be liable under any of the covenants or provisions of this Deed in respect of any Undivided Share after ceasing to be the Owner thereof save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or provision prior to his ceasing to be the Owner thereof;
- (c) Each Owner on becoming an Owner shall be liable for all arrears of Management Charges and other payments due under this Deed payable in respect of the Unit he purchases and for all breaches of this Deed committed by the prior Owner of the Unit he purchases and existing at the date he purchased such Unit.

**Action by
Owner(s)**

5. Notwithstanding the powers conferred on the Manager by this Deed, any one or more Owners shall be entitled to take action to enforce the provisions of this Deed and, if at any time no Manager is appointed or acting hereunder or any Manager so appointed or acting refuse or fail to enforce any of the provisions of this Deed, any one or more Owners appointed by resolution passed pursuant to Section F of this Deed shall be entitled to sue any defaulting Owner on behalf of himself or themselves and all other Owners and the provisions of this Clause shall apply mutatis mutandis to any action or proceeding brought by such Owner or Owners and to the recovering of any cost, damages or other moneys awarded therein.

**Chinese
translation of
DMC**

6. The First Owner shall at its own costs and expenses provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and its Chinese translation at the management office of the Estate within one (1) month after the date of this Deed. Copies of this Deed and its Chinese translation shall be made available for inspection by all Owners free of costs at the management office of the Estate. A copy of this Deed or its Chinese translation or both shall be supplied by the Manager to an Owner on request and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of dispute as to the effect or construction of this Deed and its Chinese translation, the English text of this Deed as approved by the Director shall prevail.

**Common Areas
plan**

7. A set of the plans annexed hereto showing the Common Areas and the Common Services and Facilities shall be kept at the management office of the Estate for inspection by the Owners during normal office hours free of costs and charges. The Manager shall provide the Owner of the Government Accommodation with a copy of the said plans and any amendments that may be made thereto from time to time, free of costs.

**Compliance
with the
Ordinance and**

8. (a) Nothing in this Deed shall prejudice, contradict, overrule or fail to comply with or in any way be construed or constructed so as to prejudice or exclude the operation of the provisions of the Ordinance and the Schedules thereto.

**the Government
Grant**

- (b) Nothing in this Deed conflicts with or is in breach of the conditions of the Government Grant. If any provision contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail.
- (c) All Owners (including the First Owner) and the Manager covenant with each other to comply with the conditions of the Government Grant and any ordinances, by-laws and Government regulations of Hong Kong from time to time applicable thereto so long as they remain as Owners or (as the case may be) the Manager. The covenants and provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the Land and the Development and to the Undivided Share(s) in respect thereof.
- (d) The First Owner shall deposit a copy of Schedules 7 and 8 to the Ordinance (English and Chinese versions) at the management office of the Estate 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.

**Fire Safety
Management
Plan**

- 9. Within one (1) month of the date of this Deed, the First Owner shall deposit a full copy of the Fire Safety Management Plan in relation to Residential Units with open kitchen in the management office for inspection by all Owners free of charge and for taking copies at their own expense and upon payment of reasonable copying charges. All charges received shall be credited to the estate account of the Special Fund.

**Communication
among Owners**

- 10. After an Owners' Corporation has been formed, the Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Estate.

**Address for
service of notice**

- 11. Each Owner of the Estate (save and except FSI as the Owner of the Government Accommodation) shall notify the Manager of the name and address in Hong Kong of the person authorized by him

to accept service of process. Any Owner of the Estate (save and except FSI as the Owner of the Government Accommodation) not occupying or using his Unit shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed, failing which the address of such Unit is deemed to be his address for service.

**Maintenance of
the Works and
Installations**

12. (a) The First Owner at its own costs and expenses has prepared the Schedule of Works and Installations which requires regular maintenance on a recurrent basis (subject to revisions as provided for in sub-clauses (e) and (f) below).
- (b) The First Owner shall at its own costs and expenses prepare and compile for the reference of the Owners and the Manager the Maintenance Manual for the Works and Installations setting out the following details :-
- (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
 - (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
 - (iii) recommended maintenance strategy and procedures;
 - (iv) a list of items of the Works and Installations requiring routine maintenance;
 - (v) recommended frequency of routine maintenance inspection;
 - (vi) checklist and typical inspection record sheets for routine maintenance inspection; and
 - (vii) recommended maintenance cycle of the Works

and Installations.

- (c) The First Owner shall deposit a full copy of the Maintenance Manual for the Works and Installations in the management office of the Estate within one (1) month after the date of this Deed for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (d)
 - (i) The Owners of the Estate (save and except FSI as the Owner of the Government Accommodation) shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Estate (excluding the Government Accommodation) including the Works and Installations.
 - (ii) The Owners of the Estate shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of such parts of the Estate the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by the respective Owners including the Works and Installations.
- (e) The Schedule of Works and Installations and the Maintenance Manual for the Works and Installations may be revised in future to take into account any necessary changes, including but not limited to addition of works and installations in the Estate and the updating of maintenance strategies in step with changing requirements.
- (f) The Owners may, by a resolution of the Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the Schedule of Works and Installations and the Maintenance Manual for the Works and Installations , in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual for

the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.

- (g) All costs incidental to the preparation of the revised Schedule of Works and Installation 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 of the Estate within one (1) month after the date of its preparation for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

**Slope
Maintenance
Manual (if any)**

13. Within one (1) month after the date of this Deed, the First Owner shall deposit a full copy of the Slope Maintenance Manual in relation to the Slope Structures (if any) in the management office for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the estate account of the Special Fund.

Registration

14. Every Assignment, mortgage, charge, underletting for more than three (3) years or other alienation of the Land or any part thereof or any interest therein shall be registered at the Land Registry.

**Assignment of
the Common
Areas and the
Common
Services and
Facilities**

15. (a) The Undivided Shares allocated to the Common Areas and the Common Services and Facilities in Phase 1A together with the right to hold, use, occupy and enjoy the Common Areas and Common Services and Facilities in Phase 1A shall be assigned to the Manager upon execution of this Deed without consideration for the general benefit of the Owners Provided That upon such assignment such areas and facilities shall be held by the Manager as trustee for all the Owners and if the Manager shall resign or be wound up or is removed in accordance with the provisions of Clause 2 or Clause 3 of Section H of this Deed and another manager appointed in its place, the Manager or its liquidator shall assign such Common Areas and Common Services and Facilities in Phase 1A together with the Undivided Shares relating thereto

(if any) and shall transfer the management responsibilities free of costs and consideration to the new Manager Provided Further That, where an Owners' Corporation for the Development is formed under the Ordinance then the Manager or its liquidator shall, at any time if required by the Owners' Corporation, assign such Common Areas and Common Services and Facilities in Phase 1A together with the Undivided Shares relating thereto (if any) and shall transfer the management responsibilities free of costs and consideration to the Owners' Corporation, in which event, the Owners' Corporation shall hold them on trust for the benefit of all the Owners.

- (b) The Undivided Shares allocated to the Common Areas and the Common Services and Facilities in Phase 1B together with the right to hold, use, occupy and enjoy the Common Areas and Common Services and Facilities in Phase 1B shall be assigned to the Manager upon the issuance of the consent to assign in respect of Phase 1B by the Director or (if no consent to assign in respect of Phase 1B is issued by the Director) the certificate of compliance in respect of the Land by the Director without consideration for the general benefit of the Owners Provided That upon such assignment such areas and facilities shall be held by the Manager as trustee for all the Owners and if the Manager shall resign or be wound up or is removed in accordance with the provisions of Clause 2 or Clause 3 of Section H of this Deed and another manager appointed in its place, the Manager or its liquidator shall assign such Common Areas and Common Services and Facilities in Phase 1B together with the Undivided Shares relating thereto (if any) and shall transfer the management responsibilities free of costs and consideration to the new Manager Provided Further That, where an Owners' Corporation for the Development is formed under the Ordinance then the Manager or its liquidator shall, at any time if required by the Owners' Corporation, assign such Common Areas and Common Services and Facilities in Phase 1B together with the Undivided Shares relating thereto (if any) and shall transfer the management responsibilities free of costs and consideration to the Owners' Corporation,

in which event, the Owners' Corporation shall hold them on trust for the benefit of all the Owners.

- (c) The Undivided Shares allocated to the Common Areas and the Common Services and Facilities in Phase 2 together with the right to hold, use, occupy and enjoy the Common Areas and Common Services and Facilities in Phase 2 shall be assigned to the Manager upon the issuance of the consent to assign in respect of Phase 2 by the Director or (if no consent to assign in respect of Phase 2 is issued by the Director) the certificate of compliance in respect of the Land by the Director without consideration for the general benefit of the Owners Provided That upon such assignment such areas and facilities shall be held by the Manager as trustee for all the Owners and if the Manager shall resign or be wound up or is removed in accordance with the provisions of Clause 2 or Clause 3 of Section H of this Deed and another manager appointed in its place, the Manager or its liquidator shall assign such Common Areas and Common Services and Facilities in Phase 2 together with the Undivided Shares relating thereto (if any) and shall transfer the management responsibilities free of costs and consideration to the new Manager Provided Further That, where an Owners' Corporation for the Development is formed under the Ordinance then the Manager or its liquidator shall, at any time if required by the Owners' Corporation, assign such Common Areas and Common Services and Facilities in Phase 2 together with the Undivided Shares relating thereto (if any) and shall transfer the management responsibilities free of costs and consideration to the Owners' Corporation, in which event, the Owners' Corporation shall hold them on trust for the benefit of all the Owners.

Greenery Area

16. The Greenery Area shall not be used for any other purpose without the prior consent of the Building Authority.

**Covered
landscaped and
play areas**

17. The covered landscaped and play areas as shown for the purpose of identification only (where possible and capable of being shown) Hatched Black on the plans bearing drawing nos.DMC-

03A and DMC-04A annexed hereto shall only be used as covered landscaped and play areas.

THE FIRST SCHEDULE

PART I

Allocation of Undivided Shares

		Number of Undivided Shares
(I)	Phase 1A	
	Residential Units	32,573
	Phase 1 Tower 2	4,512
	Phase 1 Tower 3	9,360
	Phase 1 Tower 5	9,828
	Phase 1 Tower 6	8,873
	Residential Parking Spaces	2,505
	Residential Car Parking Spaces (189 Residential Car Parking Spaces at 13 Undivided Shares each)	2,457
	Residential Motor Cycle Parking Spaces (24 Residential Motor Cycle Parking Spaces at 2 Undivided Shares each)	48
	Reprovision Station Carpark	20,054
	Phase 1A Common Areas and Common Services and Facilities	1,000
(II)	Phase 1B	
	Residential Units	39,558
	Phase 1 Tower 1	8,960
	Phase 1 Tower 7	9,215
	Phase 1 Tower 8	8,688
	Phase 1 Tower 9	7,319
	Phase 1 Tower 10	5,376
	Phase 1B Common Areas and Common Services and Facilities	500
(III)	Phase 2	
	Residential Units	30,087
	Phase 2 Tower 1	8,288
	Phase 2 Tower 2	7,308
	Phase 2 Tower 3	6,211
	Phase 2 Tower 5	8,280
	Government Accommodation	7,183
	Reprovision PTI	6,952
	Reprovision Public Toilet	231
	Phase 2 Common Areas and Common Services and Facilities	500
	Total :-	----- 133,960 =====

Notes :-

There is no designation of Phase 1 Tower 4 and Phase 2 Tower 4.

Allocation of Undivided Shares to each Residential Unit

Phase 1 Tower 1

Floor	Flat	Undivided Shares	Total
1/F – 19/F (4/F, 13/F and 14/F omitted)	A1	72	1,152
	A2	77	1,232
	A3	62	992
	B1	43	688
	B2	49	784
	B3	44	704
	B5	33	528
	B6	33	528
	B7	33	528
	B8	33	528
	B9	33	528
	B10	48	768
Sub-total:			8,960

Phase 1 Tower 2

Floor	Flat	Undivided Shares	Total
1/F – 19/F (4/F, 13/F and 14/F omitted)	A1	44	704
	A2	33	528
	A3	42	672
	B1	44	704
	B2	33	528
	B3	43	688
	B5	43	688
Sub-total:			4,512

Phase 1 Tower 3

Floor	Flat	Undivided Shares	Total
1/F – 19/F (4/F, 13/F and 14/F omitted)	A1	48	768
	A2	68	1,088
	A3	69	1,104
	A5	44	704
	A6	43	688
	B1	32	512
	B2	48	768
	B3	35	560
	B5	36	576
	B6	43	688

	B7	33	528
	B8	43	688
	B9	43	688

Sub-total: 9,360

Phase 1 Tower 5

Floor	Flat	Undivided Shares	Total
2/F – 19/F (4/F, 13/F and 14/F omitted)	A1	49	735
	A2	45	675
	A3	71	1,065
	A5	71	1,065
	A6	71	1,065
	B1	31	465
	B2	51	765
	B3	35	525
	B5	36	540
	B6	43	645
	B7	43	645
	B8	33	495
	B9	43	645
1/F	A3	71	71
	A5	71	71
	A6	71	71
	B2	52	52
	B3	35	35
	B5	36	36
	B6	43	43
	B7	43	43
	B8	33	33
	B9	43	43

Sub-total: 9,828

Phase 1 Tower 6

Floor	Flat	Undivided Shares	Total
5/F – 19/F (13/F and 14/F omitted)	A1	50	650
	A2	50	650
	A3	68	884
	A5	69	897
	A6	49	637
	B1	32	416
	B2	51	663

	B3	35	455
	B5	36	468
	B6	43	559
	B7	43	559
	B8	33	429
	B9	43	559
1/F – 3/F	A3	69	207
	A5	69	207
	A6	49	147
	B6	43	129
	B7	43	129
	B8	33	99
	B9	43	129
Sub-total:			8,873

Phase 1 Tower 7

Floor	Flat	Undivided Shares	Total
5/F – 19/F (13/F and 14/F omitted)	A1	63	819
	A2	49	637
	A3	68	884
	A5	71	923
	A6	71	923
	B1	44	572
	B2	33	429
	B3	33	429
	B5	42	546
	B6	41	533
	B7	41	533
	B8	41	533
	B9	41	533
1/F – 3/F	A5	71	213
	A6	71	213
	B6	42	126
	B7	41	123
	B8	41	123
	B9	41	123
Sub-total:			9,215

Phase 1 Tower 8

Floor	Flat	Undivided Shares	Total
1/F – 19/F	A1	91	1,456

(4/F, 13/F and 14/F omitted)	A2	77	1,232
	A3	77	1,232
	A5	48	768
	B1	44	704
	B2	42	672
	B3	41	656
	B5	41	656
	B6	41	656
	B7	41	656

Sub-total: 8,688

Phase 1 Tower 9

Floor	Flat	Undivided Shares	Total
2/F – 19/F (4/F, 13/F and 14/F omitted)	A1	90	1,350
	A2	71	1,065
	A3	44	660
	A5	36	540
	B1	44	660
	B2	42	630
	B3	33	495
	B5	33	495
	B6	42	630
	B7	42	630
1/F	A3	44	44
	A5	36	36
	B6	42	42
	B7	42	42

Sub-total: 7,319

Phase 1 Tower 10

Floor	Flat	Undivided Shares	Total
1/F – 19/F (4/F, 13/F and 14/F omitted)	A1	51	816
	A2	47	752
	A3	70	1,120
	B1	42	672
	B2	42	672
	B3	42	672
	B5	42	672

Sub-total: 5,376

Phase 2 Tower 1

Floor	Flat	Undivided Shares	Total
1/F – 17/F (4/F, 13/F and 14/F omitted)	A1	49	686
	A2	52	728
	A3	68	952
	A5	69	966
	A6	42	588
	B1	32	448
	B2	46	644
	B3	36	504
	B5	36	504
	B6	43	602
	B7	43	602
	B8	33	462
	B9	43	602
Sub-total:			8,288

Phase 2 Tower 2

Floor	Flat	Undivided Shares	Total
1/F – 17/F (4/F, 13/F and 14/F omitted)	A1	48	672
	A2	45	630
	A3	47	658
	A5	64	896
	A6	43	602
	B1	42	588
	B2	35	490
	B3	36	504
	B5	43	602
	B6	43	602
	B7	33	462
	B8	43	602
Sub-total:			7,308

Phase 2 Tower 3

Floor	Flat	Undivided Shares	Total
5/F – 17/F (13/F and 14/F omitted)	A1	44	484
	A2	43	473
	A3	64	704
	A5	44	484
	B1	32	352

	B2	44	484
	B3	42	462
	B5	33	363
	B6	33	363
	B7	32	352
	B8	41	451
1/F – 3/F	A1	44	132
	A2	43	129
	A3	64	192
	A5	44	132
	B1	32	96
	B2	44	132
	B3	42	126
	B5	33	99
	B6	33	99
	B7	34	102

Sub-total: 6,211

Phase 2 Tower 5

Floor	Flat	Undivided Shares	Total
5/F – 17/F (13/F and 14/F omitted)	A1	63	693
	A2	52	572
	A3	70	770
	A5	71	781
	A6	52	572
	B1	45	495
	B2	41	451
	B3	33	363
	B5	33	363
	B6	33	363
	B7	33	363
	B8	33	363
	B9	41	451
1/F – 3/F	A1	63	189
	A2	52	156
	A3	70	210
	A5	71	213
	A6	52	156
	B1	45	135
	B2	41	123
	B3	33	99
	B5	33	99

	B6	33	99
	B7	33	99
	B8	34	102

Sub-total: 8,280

Notes :-

1. There is no designation of Phase 1 Tower 4 and Phase 2 Tower 4.
2. There is no designation of 4/F, 13/F and 14/F.

THE FIRST SCHEDULE

PART II

Allocation of Management Units

	Number of Management Units	
(I) Phase 1A		
Residential Units		32,573
Phase 1 Tower 2	4,512	
Phase 1 Tower 3	9,360	
Phase 1 Tower 5	9,828	
Phase 1 Tower 6	8,873	
Residential Parking Spaces		2,505
Residential Car Parking Spaces (189	2,457	
Residential Car Parking Spaces at 13		
Management Units each)		
Residential Motor Cycle Parking Spaces	48	
(24 Residential Motor Cycle Parking		
Spaces at 2 Management Units each)		
Reprovision Station Carpark		NIL
Phase 1A Common Areas and Common		
Services and Facilities		NIL
(II) Phase 1B		
Residential Units		39,558
Phase 1 Tower 1	8,960	
Phase 1 Tower 7	9,215	
Phase 1 Tower 8	8,688	
Phase 1 Tower 9	7,319	
Phase 1 Tower 10	5,376	
Phase 1B Common Areas and Common		
Services and Facilities		NIL
(III) Phase 2		
Residential Units		30,087
Phase 2 Tower 1	8,288	
Phase 2 Tower 2	7,308	
Phase 2 Tower 3	6,211	
Phase 2 Tower 5	8,280	
Government Accommodation		NIL
Reprovision PTI	NIL	
Reprovision Public Toilet	NIL	
Phase 2 Common Areas and Common		
Services and Facilities		NIL
Total :-		----- 104,723 =====

Notes :-

There is no designation of Phase 1 Tower 4 and Phase 2 Tower 4.

Allocation of Management Units to each Residential Unit

Phase 1 Tower 1

Floor	Flat	Management Units	Total
1/F – 19/F (4/F, 13/F and 14/F omitted)	A1	72	1,152
	A2	77	1,232
	A3	62	992
	B1	43	688
	B2	49	784
	B3	44	704
	B5	33	528
	B6	33	528
	B7	33	528
	B8	33	528
	B9	33	528
	B10	48	768
Sub-total:			8,960

Phase 1 Tower 2

Floor	Flat	Management Units	Total
1/F – 19/F (4/F, 13/F and 14/F omitted)	A1	44	704
	A2	33	528
	A3	42	672
	B1	44	704
	B2	33	528
	B3	43	688
	B5	43	688
Sub-total:			4,512

Phase 1 Tower 3

Floor	Flat	Management Units	Total
1/F – 19/F (4/F, 13/F and 14/F omitted)	A1	48	768
	A2	68	1,088
	A3	69	1,104
	A5	44	704
	A6	43	688
	B1	32	512
	B2	48	768
	B3	35	560
	B5	36	576
	B6	43	688

	B7	33	528
	B8	43	688
	B9	43	688
Sub-total:			9,360

Phase 1 Tower 5

Floor	Flat	Management Units	Total
2/F – 19/F (4/F, 13/F and 14/F omitted)	A1	49	735
	A2	45	675
	A3	71	1,065
	A5	71	1,065
	A6	71	1,065
	B1	31	465
	B2	51	765
	B3	35	525
	B5	36	540
	B6	43	645
	B7	43	645
	B8	33	495
	B9	43	645
1/F	A3	71	71
	A5	71	71
	A6	71	71
	B2	52	52
	B3	35	35
	B5	36	36
	B6	43	43
	B7	43	43
	B8	33	33
	B9	43	43
Sub-total:			9,828

Phase 1 Tower 6

Floor	Flat	Management Units	Total
5/F – 19/F (13/F and 14/F omitted)	A1	50	650
	A2	50	650
	A3	68	884
	A5	69	897
	A6	49	637
	B1	32	416
	B2	51	663

	B3	35	455
	B5	36	468
	B6	43	559
	B7	43	559
	B8	33	429
	B9	43	559
1/F – 3/F	A3	69	207
	A5	69	207
	A6	49	147
	B6	43	129
	B7	43	129
	B8	33	99
	B9	43	129
Sub-total:			8,873

Phase 1 Tower 7

Floor	Flat	Management Units	Total
5/F – 19/F (13/F and 14/F omitted)	A1	63	819
	A2	49	637
	A3	68	884
	A5	71	923
	A6	71	923
	B1	44	572
	B2	33	429
	B3	33	429
	B5	42	546
	B6	41	533
	B7	41	533
	B8	41	533
	B9	41	533
1/F – 3/F	A5	71	213
	A6	71	213
	B6	42	126
	B7	41	123
	B8	41	123
	B9	41	123
Sub-total:			9,215

Phase 1 Tower 8

Floor	Flat	Management Units	Total
1/F – 19/F	A1	91	1,456

(4/F, 13/F and 14/F omitted)	A2	77	1,232
	A3	77	1,232
	A5	48	768
	B1	44	704
	B2	42	672
	B3	41	656
	B5	41	656
	B6	41	656
	B7	41	656
Sub-total:			8,688

Phase 1 Tower 9

Floor	Flat	Management Units	Total
2/F – 19/F (4/F, 13/F and 14/F omitted)	A1	90	1,350
	A2	71	1,065
	A3	44	660
	A5	36	540
	B1	44	660
	B2	42	630
	B3	33	495
	B5	33	495
	B6	42	630
	B7	42	630
1/F	A3	44	44
	A5	36	36
	B6	42	42
	B7	42	42
Sub-total:			7,319

Phase 1 Tower 10

Floor	Flat	Management Units	Total
1/F – 19/F (4/F, 13/F and 14/F omitted)	A1	51	816
	A2	47	752
	A3	70	1,120
	B1	42	672
	B2	42	672
	B3	42	672
	B5	42	672
Sub-total:			5,376

Phase 2 Tower 1

Floor	Flat	Management Units	Total
1/F – 17/F (4/F, 13/F and 14/F omitted)	A1	49	686
	A2	52	728
	A3	68	952
	A5	69	966
	A6	42	588
	B1	32	448
	B2	46	644
	B3	36	504
	B5	36	504
	B6	43	602
	B7	43	602
	B8	33	462
	B9	43	602
Sub-total:			8,288

Phase 2 Tower 2

Floor	Flat	Management Units	Total
1/F – 17/F (4/F, 13/F and 14/F omitted)	A1	48	672
	A2	45	630
	A3	47	658
	A5	64	896
	A6	43	602
	B1	42	588
	B2	35	490
	B3	36	504
	B5	43	602
	B6	43	602
	B7	33	462
	B8	43	602
Sub-total:			7,308

Phase 2 Tower 3

Floor	Flat	Management Units	Total
5/F – 17/F (13/F and 14/F omitted)	A1	44	484
	A2	43	473
	A3	64	704
	A5	44	484
	B1	32	352

	B2	44	484
	B3	42	462
	B5	33	363
	B6	33	363
	B7	32	352
	B8	41	451
1/F – 3/F	A1	44	132
	A2	43	129
	A3	64	192
	A5	44	132
	B1	32	96
	B2	44	132
	B3	42	126
	B5	33	99
	B6	33	99
	B7	34	102

Sub-total: 6,211

Phase 2 Tower 5

Floor	Flat	Management Units	Total
5/F – 17/F (13/F and 14/F omitted)	A1	63	693
	A2	52	572
	A3	70	770
	A5	71	781
	A6	52	572
	B1	45	495
	B2	41	451
	B3	33	363
	B5	33	363
	B6	33	363
	B7	33	363
	B8	33	363
	B9	41	451
1/F – 3/F	A1	63	189
	A2	52	156
	A3	70	210
	A5	71	213
	A6	52	156
	B1	45	135
	B2	41	123
	B3	33	99
	B5	33	99

	B6	33	99
	B7	33	99
	B8	34	102

Sub-total: 8,280

Notes :-

1. There is no designation of Phase 1 Tower 4 and Phase 2 Tower 4.
2. There is no designation of 4/F, 13/F and 14/F.

THE SECOND SCHEDULE

PART I

RIGHTS, EASEMENTS AND PRIVILEGES

1. Rights, Easements and Privileges applicable to the Owners of the Residential Parking Spaces

**Rights of
Owners of the
Residential
Parking
Spaces**

- (a) Full right and liberty (Subject Always to the rights of the Manager, the First Owner, the Owner of the Government Accommodation and the Owner of the Reprovision Station Carpark) for the Owner of a Residential Parking Space for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon and to use the Residential Car Park Common Areas and the Residential Car Park Common Services and Facilities for all purposes connected with the use and enjoyment of his Residential Parking Space.
- (b) Full right and liberty (Subject Always to the rights of the Manager, the First Owner, the Owner of the Government Accommodation and the Owner of the Reprovision Station Carpark) for the Owner of a Residential Parking Space for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon the Common Areas, Services and Facilities for Residential Accommodation and Residential Parking Spaces and the Residential Common Areas for the purposes of ingress, egress and regress at all times from and to his Residential Parking Spaces.
- (c) Full right and liberty (Subject Always to the rights of the Manager, the First Owner, the Owner of the Government Accommodation and the Owner of the Reprovision Station Carpark) for the Owner of a Residential Parking Space or his duly appointed proxy for the time being to go, pass and repass over and along and upon the Residential Common Areas for the purposes of ingress, egress and regress at all times from and to the owners' corporation office.

2. Rights, Easements and Privileges applicable to all Owners of the Residential

Accommodation

Rights of Owners of the Residential Accommodation

- (a) Full right and liberty (Subject Always to the rights of the Manager, the First Owner, the Owner of the Government Accommodation and the Owner of the Reprovision Station Carpark) for the Owner of a Residential Unit of the Residential Accommodation for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) :-
- (i) to go, pass and repass over and along and upon and to use the Residential Common Areas and the Residential Common Services and Facilities for all purposes connected with the use and enjoyment of his Unit; and
- (ii) to go, pass and repass over and along and upon and to use the Residential Car Park Common Areas and the Residential Car Park Common Services and Facilities and the Common Areas, Services and Facilities for Residential Accommodation and Residential Parking Spaces for access to the Visitors' Car Parking Spaces.

Right to use recreational areas and facilities

- (b) Full right and liberty for the residents for the time being, of a Unit in the Residential Accommodation and his bona fide visitors to use and enjoy, for the purpose of recreation only and subject to the rules regulations and fees prescribed for their use by the Manager, the Recreational Facilities intended for use by the residents of the Residential Accommodation and his bona fide visitors Provided That in exercising such right no person shall damage or interfere with or permit or suffer to be damaged or interfered with, the general amenities, plant, equipment or services provided.

Right of running water and utilities

- (c) The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone, and various other services and facilities from and to the Residential Accommodation or any part or parts thereof through the sewers, drains, watercourses, cables, pipes,

wires, smoke vent, smoke vent outlets and any other service conducting media as may be constructed or laid within the Land and the Development from time to time and which are now, or may at any time hereafter be, in or under or passing through the Residential Accommodation or any part or parts thereof, for the proper use and enjoyment of the Residential Accommodation or any part or parts thereof.

3. Rights, Easements and Privileges applicable to Owners of the Estate

- | | |
|--|---|
| Right to pass
and use Estate
Common
Areas and
Estate
Common
Services and
Facilities | (a) Full right and liberty (subject always to the rights of the Manager, the First Owner, the Owner of the Government Accommodation and the Owner of the Reprovision Station Carpark) for the Owner of each Unit of the Estate for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon and to use such part(s) of the Estate Common Areas and the Estate Common Services and Facilities for all purposes connected with the use and enjoyment of his Unit. |
| Right to
Support | (b) The right of shelter, support and protection from the other portions of the Land and the Development. |
| Right of
running water
and utilities | (c) The right to free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, air-conditioning, telephone and other services from and to each Unit or other parts of the Estate through the sewers, gutters, drains, pipes, flues, conduits, ducts, wires, cables, louvres and other conducting media which now are or may at any time during the Term be in, under or passing through the Land and the Development or any part or parts thereof and serving the Unit or other parts of the Estate Provided That the Owner of the Unit or the Owners of the Estate (as the case may be) (save and except FSI as the Owner of the Government Accommodation) shall at their own expense maintain and repair the aforesaid facilities and services and make good or be responsible for all costs of making good any damage caused to the Reprovision Station Carpark, the West Rail, the Railway Station, the West Rail Structures and Installations, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access or any part thereof as a result of |

exercise of right herein contained and/or carrying out the maintenance and repair of the aforesaid facilities and services.

- Right to enter** (d) The right for the Owner or occupier for the time being of each Unit with or without servants, workmen and others at all reasonable times on reasonable prior written notice (except in case of emergency) to enter into and upon the parts of the Estate (other than the Reprovision Station Carpark, the Signalling Cables Set Back Areas and the Government Accommodation) for the purpose of carrying out any work necessary for the maintenance and repair of such Unit or any Party Wall forming part of it or services, facilities or installations therein or serving that Unit exclusively, such work not being the responsibility of the Manager, and which cannot be practically carried out without such access Provided That the Owner and occupier of the relevant Unit shall in exercising such right of entry cause as little disturbance as possible and shall make good any damage caused thereby and in the case of the Government Accommodation only the prior written approval of the Owner of the Government Accommodation shall be required (except in case of emergency) causing as little as disturbance as possible and to make good any damage and be liable for all costs and expenses incurred for any damage caused to the Government Accommodation.

- Right of
Railway
Station
Emergency
Vehicular
Access** (e) The right of ingress and egress to or from the Land for the passage of emergency vehicles through the Railway Station Emergency Vehicular Access Provided Always That such right shall not in any way affect the free and uninterrupted rights of the Owner of the Reprovision Station Carpark, KCRC as the owner of the West Rail and persons authorized by any of them to use the Railway Station Emergency Vehicular Access or impede or restrict the access of the Owner of the Reprovision Station Carpark, KCRC as the owner of the West Rail and persons authorized by any of them to the Railway Station via the Railway Station Emergency Vehicular Access.

4. Rights, Easements and Privileges applicable to the Owner of the Government Accommodation

- Rights of the
Owner of the** (a) Notwithstanding any provision contained in this Deed, FSI, its lessees, tenants, licensees and persons authorized by it and the

**Government
Accommodation**

Owners or occupiers for the time being of the Government Accommodation or any part thereof shall have the benefit of the following rights, privileges and easements :-

- (i) the right of shelter, support and protection for the Government Accommodation;
- (ii) 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 laid on or running through any part of the Land and any part of the Development;
- (iii) 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 sole and absolute discretion without any charge by the First Owner, the other Owners and without having to obtain the approval or consent of the First Owner, the 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;
- (iv) the right to go, pass and repass over and along and to use any Common Areas in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of any Common Services and Facilities;
- (v) 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 of the Development for the purposes of extending or carrying out maintenance, repair, addition, alteration and other works to the Government Accommodation or any part thereof and maintenance, repair, addition, alteration, diversion, variation, relaying and reinstatement works to the Government Accommodation Services or any part thereof;

- (vi) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director;
- (vii) 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 of the Development with or without servants, workmen and others and with or without motor vehicles, plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
- (viii) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
- (ix) 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 same and the related right of access over the Land or any part of the Development with or without servants, workmen and

others and with or without motor vehicles, plant, equipment, machinery and material; and

- (x) such other rights, privileges and easements as may be deemed necessary or desirable by the Director.
- (b) The right of the Government or FSI to alter or vary in their absolute discretion at any time the use of the Government Accommodation or any part thereof without having to obtain the approval or consent of the First Owner, the other Owners or the Manager.
- (c) The exercise of the rights, easements and privileges referred to in sub-clauses (a) and (b) above shall not be subject to any permission, approval or consent of the First Owner, the other Owners or the Manager.

5. Rights, Easements and Privileges applicable to the Owner of the Reprovision Station Carpark

**Rights of the
Owner of the
Reprovision
Station
Carpark**

- (a) The right for the Owner of the Reprovision Station Carpark with or without servants, workmen and others at all reasonable times on reasonable prior written notice (except in case of emergency) to enter into and upon the other parts of the Development (including but not limited to the Common Areas but excluding the Government Accommodation) for the purpose of emergency services and carrying out any work necessary for the maintenance and repair of the Reprovision Station Carpark or any part thereof (including the smoke vent and the smoke vent outlets serving the Reprovision Station Carpark) and the exercise of any right conferred under this Deed, such work not being the responsibility of the Manager, and which cannot be practically carried out without such access and to cause as little disturbance as possible and make good any damage caused thereby at the expense of the Owner of the Reprovision Station Carpark and in the case of the Government Accommodation and the Units which have been sold or assigned by the First Owner if the entry is unavoidable and with the prior approval of the Owner of the Government Accommodation or the Owner of the

relevant Unit (as the case may be) (except in case of emergency) and least disturbance being caused and the Owner of the Reprovision Station Carpark shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation or the Owner of the relevant Unit (as the case may be) and shall indemnify the Owner of the Government Accommodation or the Owner of the relevant Unit (as the case may be) from and against all costs and expenses incurred for any damage caused to the Government Accommodation or the Unit (as the case may be) and make good any damage caused to the Government Accommodation or the Unit (as the case may be) as a result of exercising the right and carrying out such works Provided that the exercise of the rights under this Clause by the Owner of the Reprovision Station Carpark shall not interfere with the Owners' rights to hold, use, occupy and enjoy their Units nor impede access to their Units.

- (b) The right of shelter, support and protection from the other parts of the Land and the Development.
- (c) The right to free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, air-conditioning, telephone and various other services and facilities from and to the Reprovision Station Carpark or other parts of the Development through the sewers, gutters, drains, pipes, flues, conduits, ducts, wires, cables, louvres , smoke vent, smoke vent outlets and any other conducting media which now are or may at any time during the Term be in, under or passing through the Land and the Development or any part or parts thereof and serving the Reprovision Station Carpark Provided That the Owner of the Reprovision Station Carpark shall at its own expense maintain and repair the aforesaid facilities and services and make good or be responsible for all costs of making good any damage caused to the Development as a result of exercise of right herein contained and/or carrying out the maintenance and repair of the aforesaid facilities and services.

- (d) Notwithstanding any provision contained in this Deed, the Owner of the Reprovision Station Carpark shall have the rights, privileges and easements with or without servants, workmen and others to go pass and repass over and along and to use the Pedestrian Link, the Pedestrian Walkway and the Railway Station Emergency Vehicular Access in connection with the proper use and enjoyment of the Reprovision Station Carpark or any part or parts thereof and to use and receive benefit of such common services and facilities in connection with the use of the Pedestrian Link, the Pedestrian Walkway and the Railway Station Emergency Vehicular Access within the Land or the Development.
- (e) The easements, rights and privileges excepted and reserved by the Owner of the Reprovision Station Carpark or to which the First Owner are expressly subject to under Part I of the Second Schedule to the Non-Railway Portion Assignment.
- (f) Full right and liberty for the Owner of the Reprovision Station Carpark and its officers, servants, contractors, agents, licensees, invitees and persons authorised by it to use the Railway Station Emergency Vehicular Access for escape in case of fire or other emergency and as a safe and unobstructed emergency vehicular access for the safe operation of a fire appliance.
- (g) The right for the Owner of the Reprovision Station Carpark at its own costs and expenses to affix, install, erect, display, repair, maintain, renew and replace signs and signages of the Reprovision Station Carpark (with any light box(es), associated facilities and the like) relating to the West Rail, the Railway Station or the Reprovision Station Carpark on part of the External Walls of the Podium which, for the purpose of identification only, is shown stippled Red on the plan(s) bearing drawing no.DMC-02 annexed hereto Provided That the Owner of the Reprovision Station Carpark shall cause as little disturbance as possible and at its own expense make good any damage to such part or parts of the Common Areas

caused thereby and Provided Further That the Owner of the Reprovision Station Carpark shall have no right to affix, install, erect, display, repair, maintain, renew and replace signs and signages of the Reprovision Station Carpark (with any light box(es), associated facilities and the like) relating to the West Rail, the Railway Station or the Reprovision Station Carpark 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.

6. Rights, Easements and Privileges applicable to KCRC as the owner of the West Rail

Right to carry out work relating to the safety or the operation of the West Rail, the Railway Station and the West Rail Structures and Installations etc.

- (a) Full right and liberty for KCRC to exercise any rights conferred under this Deed and carry out any work relating to the routine and emergency maintenance and the safety or the operation of the West Rail, the Railway Station, the West Rail Structures and Installations or any part thereof within the Development (excluding the Units which have been sold or assigned by the First Owner) with such tools, equipment, machinery or motor vehicles which KCRC considers necessary without the Manager's consent Provided That for such purpose KCRC may enter upon the Development only upon giving reasonable prior written notice (except in case of emergency) to the Manager or the Owner of the relevant part of the Development (as the case may be) and the least disturbance being caused and make good any damage caused thereto at its own expense as a result of carrying out such works and in the case of the Government Accommodation only if the entry is unavoidable and with the prior approval of the Owner of the Government Accommodation (except in case of emergency) and least disturbance being caused and KCRC shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation and shall indemnify the Owner of the Government Accommodation from and against all costs and expenses incurred for any damage caused to the Government Accommodation and at its own expense make good any damage caused to the Government Accommodation as a result of exercising the right and carrying out such works Provided that the exercise of the rights under this Clause by KCRC shall not interfere with the Owners' rights to hold, use, occupy and enjoy

their Units nor impede access to their Units Provided Further That KCRC shall cause as little disturbance as possible and at its own expense make good any damage caused thereby.

**Right of
Access**

- (b) Full right and liberty for KCRC and its contractors, servants, agents, workmen or other persons authorised by it, to enter into and upon any part of the Land and the Development (excluding the Units which have been sold or assigned by the First Owner and the Government Accommodation) with all necessary tools, equipment, plant and materials and (if necessary) to carry out any works or repairs or maintenance which it considers necessary and to prevent any damage to, or for preventing or rectifying any works by the Owners or any of them or the Manager which may in the reasonable opinion of KCRC have the effect of endangering or causing damage to the West Rail, the Railway Station, the West Rail Structures and Installations or any part thereof and to display, erect, affix any banners, posters, notices, leaflets and the like relating to the West Rail Structures and Installations on or within the Land, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access or any part thereof in any part or parts of the Common Areas in case of emergency Provided that the exercise of the rights under this Clause by KCRC shall not interfere with the Owners' rights to hold, use, occupy and enjoy their Units nor impede access to their Units Provided Further That KCRC shall cause as little disturbance as possible and at its own expense make good any damage to such part or parts of the Common Areas caused thereby.

**Right of
Escape**

- (c) Full right and liberty for KCRC and its officers, servants, contractors, agents, licensees, invitees and persons authorised by it to use the Railway Station Emergency Vehicular Access for escape in case of fire or other emergency and as a safe and unobstructed emergency vehicular access for the safe operation of a fire appliance.

THE SECOND SCHEDULE

PART II

EXCEPTIONS AND RESERVATIONS

**Rights of other
Owners**

1. Easements, rights and privileges equivalent to those set forth in Clauses 3(b), (c) and (d) of Part I of this SECOND SCHEDULE in favour of all other Owners Provided That the exercise of the easements, rights and privileges referred to in Part II of this SECOND SCHEDULE shall be subject to the rights, easements 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 and Provided Further that such easements, rights and privileges shall be subject to the rights and privileges of KCRC and shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to KCRC under this Deed and the Non-Railway Portion Assignment.

**Rights of the
Manager**

2. (a) Full right and privilege for the Manager, with or without surveyors, workmen and others, at all reasonable times on prior reasonable notice (except in case of emergency) to enter on and into each and every part of the Land and the Development including each Unit (other than the Reprovision Station Carpark and the Government Accommodation) for the purposes of carrying out necessary repairs to the Estate (excluding the Government Accommodation) including but not limited to inspecting, rebuilding, repairing, renewing, replacing, renovating, maintaining, cleaning, painting or decorating the structure of the Estate (excluding the Government Accommodation), the Common Areas and the Common Services and Facilities or any part or parts thereof, or any Unit (excluding the Government Accommodation) in respect of which the Owner shall be in default of its obligations to repair and maintain or for abating any hazard or nuisance which does or may affect the Common Areas, the Common Services and Facilities or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed causing as little disturbance as is reasonably practicable

and making good any damage caused thereby Provided That the Manager shall at its own costs and expense repair any damage so caused by the default of the Manager and shall be liable for the negligent, wilful or criminal acts of the Manager, its staff, agents and contractors and in the case of the Government Accommodation only the prior written approval of the Owner of the Government Accommodation shall be required (except in case of emergency) causing as little as disturbance as possible and to make good any damage and be liable for all costs and expenses for any damage caused to the Government Accommodation and Provided Further That in case of the Manager exercising its right of entry into the Reprovision Station Carpark, the Signalling Cables Set Back Areas and/or the Railway Station Emergency Vehicular Access pursuant to this Clause, such entry shall be for the purposes of maintenance and repair only and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Reprovision Station Carpark, the Signalling Cables Set Back Areas and/or the Railway Station Emergency Vehicular Access.

- (b) The powers and duties of the Manager referred to in Part II of this SECOND SCHEDULE shall be subject to the rights and privileges of FSI and KCRC (as the owner of the West Rail and for matters relating to the West Rail Only) and shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI and KCRC (as the owner of the West Rail and for matters relating to the West Rail Only) in this Deed and the Government Grant.

Preamble

Rights of First Owner

- 3. Without prejudice to the easements, rights, entitlements, liberties and privileges expressly conferred upon the First Owner under the Non-Railway Portion Assignment, the covenants, rights, liberties, privileges, entitlements, exceptions and reservations in favour of the First Owner under this Clause are intended to facilitate and enable the First Owner to do, exercise, carry out,

perform and complete all acts matters deeds and things as are necessary and/or pertaining to :-

- (a) the naming rights of the First Owner in respect of the Estate (other than the Government Accommodation) in the manner as herein provided;
- (b) the construction, development and completion of the Development (other than the Reprovision Station Carpark and the Government Accommodation);
- (c) the change in design, layout, disposition, height and use of any part of the Development (other than the Reprovision Station Carpark, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access and the Government Accommodation) which the First Owner shall remain to be the Owner;
- (d) the maximisation of the development potential of any part of the Land and/or the Development (other than the Reprovision Station Carpark, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access and the Government Accommodation) which the First Owner shall remain to be the Owner insofar as such maximisation shall be permissible and approved by the Government Provided That such right shall not prejudice the Owner's use and enjoyment of their Units;
- (e) management and control of those parts of the Estate (other than the Reprovision Station Carpark, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access and the Government Accommodation) which the First Owner shall remain to be the Owner;
- (f) connecting of those parts of the Estate (other than the Reprovision Station Carpark, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access and the Government Accommodation) which the First Owner shall remain to be the Owner to the neighbouring developments; and

- (g) protection of the exercise of any rights and powers as are conferred upon the First Owner under the Government Grant, the Non-Railway Portion Assignment and the Assignment.

Exceptions and Reservations

Each and every Owner covenants with the First Owner with the intent that the covenants, rights, liberty, privileges, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and the interest therein that for so long as the First Owner remains the beneficial owner of any Undivided Share (and in addition to any other right which it may have reserved under (i) the Non-Railway Portion Assignment, (ii) the Assignment to the First Purchaser and (iii) the existing licence or licences and occupants in respect of the West Rail Signalling Cables and the Cables as may be in existence on or within the Land), the First Owner shall have the exclusive and unrestricted right in its absolute 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/or to exercise all or any of the following rights, liberty, privileges and entitlement without the necessity of joining in or the concurrence or approval of any other Owner (unless provided otherwise in this Deed), the Manager or any other person interested in the Land and the Development but subject to the rights, easements and privileges reserved to KCRC (as the owner of the West Rail and for matters relating to the West Rail Only) and FSI as the Owner of the Government Accommodation under this Deed, the Non-Railway Portion Assignment and the Government Grant Provided That such rights, easements and privileges of KCRC as the owner of the West Rail and FSI as the Owner of the Government Accommodation shall not be adversely affected or prejudiced :-

- (a) at all times with or without contractors, servants, agents, workmen or other persons authorised, to enter into and upon any part of the Land and the Development (excluding the Units which have been assigned by the First Owner and other than the Reprovision Station

Carpark, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access and the Government Accommodation) with all necessary tools, equipment, plant and materials and (if necessary) to use on a temporary basis only the Common Areas and the Common Services and Facilities for the purpose of transportation and passage through and the storage of building materials and equipment for the purpose of :-

- (i) completing or commissioning the construction of any part of the Land and the Development (other than the Reprovision Station Carpark, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access and the Government Accommodation) in such manner and with such materials as the First Owner in its absolute and unfettered discretion shall deem fit;
- (ii) carrying out any works or repairs or maintenance which it considers necessary to prevent any damage to, or for preventing or rectifying any works by the Owners or any of them or the Manager which may in the opinion of the owner of the West Rail Structures and Installations have the effect of endangering or causing damage to the Reprovision Station Carpark or the West Rail, the Railway Station, the West Rail Structures and Installations, the Signalling Cables Set Back Areas or any part thereof (as the case may be) and in this event the reasonable costs thereof shall be a debt due to the First Owner repayable on demand by the Manager from the defaulting Owner;

The First Owner in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development (other than the Reprovision Station Carpark, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access and the Government Accommodation) which the Owners shall not use while such works are being carried out and the Owners shall comply with the requirements of such

notification. The First Owner shall at its own expense provide necessary temporary noise abatement and dust protection measures within the Development as may be required by the Building Authority so as to minimize the inconvenience caused to the Owners of Units in the Phase(s) which construction has completed and/or the Owner of the Reprovision Station Carpark from the continuing building works of the remaining Phase(s) of the Development and shall indemnify any Owner in respect of costs and expenses incurred as a result of any damage or loss caused to any Unit, the Reprovision Station Carpark, the Signalling Cables Set Back Areas and/or the Railway Station Emergency Vehicular Access (as the case may be) and in the case of the Government Accommodation only if the entry is unavoidable and with the prior approval of the Owner of the Government Accommodation (except in case of emergency) and least disturbance being caused and the First Owner shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation and shall indemnify the Owner of the Government Accommodation from and against all costs and expenses incurred for any damage caused to the Government Accommodation and make good any damage caused to the Government Accommodation as a result of exercising the right and carrying out such works and Provided That the exercise of such rights shall not interfere with an Owner's exclusive right to the holding, use, occupation and enjoyment of the Unit and/or the Reprovision Station Carpark which he owns nor prevent access to or egress from any such Unit, the Reprovision Station Carpark, the Signalling Cables Set Back Areas and/or the Railway Station Emergency Vehicular Access (as the case may be) and Provided Further That the First Owner shall be solely responsible for the maintenance and management expenses of those parts of the Common Areas and the Common Services and Facilities which the Owners shall not use as aforesaid while the aforesaid works are being carried out and to make good any damage caused to those parts of the Common Areas and the Common Services

and Facilities as a result of the use of such parts by the First Owner;

- (b) in accordance with the terms of the Government Grant, to assign the Common Areas and the Common Services and Facilities or any part or parts thereof in each Phase together with the Undivided Shares relating thereto upon, in relation to Phase 1A, the execution of this Deed or, in relation to each of Phase 1B and Phase 2, the issuance of consent to assign in respect of that Phase by the Director or the certificate of compliance in respect of the Land by the Director (whichever is the earlier) to the Manager, without consideration, for the general benefit of the Owners Provided That upon such assignment such areas and facilities shall be held by the Manager as trustee for all the Owners and if the Manager shall resign or be wound up or are removed in accordance with the provisions of Clause 2 or Clause 3 of Section H of this Deed and another manager appointed in its place, the Manager or its liquidator shall assign such Common Areas and Common Services and Facilities together with the Undivided Shares relating thereto (if any) free of costs and consideration to the new Manager Provided Further That where an Owners' Corporation for the Development is formed under the Ordinance then the Manager or its liquidator shall, at any time if required by the Owners' Corporation, assign such Common Areas and Common Services and Facilities together with the Undivided Shares relating thereto (if any) free of costs and consideration to the Owners' Corporation and transfer the management responsibilities to the Owners' Corporation free of costs and consideration, in which event, the Owners' Corporation shall hold them on trust for the benefit of all the Owners;
- (c) without the necessity of making every Owner or other person having an interest in the Development or any part thereof a party thereto to, subject to the prior written consent of the Director, enter into a sub-deed of mutual covenant or deed poll in respect of any part of the Estate (save for the Units which have been assigned by the First

Owner and the Government Accommodation) for the purpose of allocating Undivided Shares and Management Units to any part of the Estate and of making further provisions for the management, maintenance and servicing of that part of the Estate for which it is made and its equipment, services and apparatus and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof Provided That such allocation of Undivided Shares and Management Units shall not affect the proportion of Undivided Shares allocated to the Reprovision Station Carpark or the Government Accommodation or any part thereof and Provided Always That the rights and interests of the Owner of the Reprovision Station Carpark or the Owner of the Government Accommodation shall not be adversely affected;

- (d) subject to the prior approval of the Director, to re-designate or redistribute any Undivided Shares retained by it in the Estate and allocated to any particular part of the Estate the exclusive use of which is retained by the First Owner to any other part of the Estate of which it has exclusive use Provided That such re-designation and redistribution of Undivided Shares shall not affect the proportion of Undivided Shares allocated to the Reprovision Station Carpark or the Government Accommodation or any part thereof;
- (e) subject to the prior written consent of the Director, to adjust the number of the Undivided Shares and/or Management Units into which the Land and the Development shall all be notionally divided and the fraction which each Undivided Share bears to the whole if such adjustment shall be required due to any change in the building design and/or amendment to the Building Plans Provided That such adjustment shall not affect any Owner's sole and exclusive right to hold use occupy and enjoy his Unit and Provided Also That no such adjustment shall have the effect of increasing the contributions to the Management Charges payable by such Owners by more than 5% Provided Further That such adjustment of

Undivided Shares and Management Units shall not affect the proportion of Undivided Shares allocated to the Reprovision Station Carpark or the Government Accommodation or any part thereof and no Management Units shall be allocated to the Reprovision Station Carpark or the Government Accommodation;

- (f) to designate or re-designate the unit numbering of the Units which have neither been sold nor assigned by the First Owner and/or (subject to the prior approval of the Director) to allocate, re-allocate, sub-allocate and/or to exchange or interchange the number of Undivided Shares and/or Management Units attached to those parts of the Estate which the First Owner remains to be the Owner thereof Provided That such designation and re-designation of unit numbering and/or allocation, re-allocation, sub-allocation and/or exchange or interchange of Undivided Shares and Management Units shall not affect the proportion of Undivided Shares allocated to the Reprovision Station Carpark or the Government Accommodation or any part thereof;
- (g) to change the name of the Estate or any part thereof (other than the Government Accommodation) and to change at any time the name description and/or numbering of any building in the Estate (other than the Government Accommodation) as it shall in its absolute discretion think fit subject, in the case of a change of name of the entire Estate, to the approval of the Owners' Committee and upon giving not less than six (6) months' prior written notice to all Owners affected by the change Provided That the First Owner shall bear all costs incurred by the Manager in erecting or replacing any existing building name or directional signage within the Estate as a result of the exercise of this right;
- (h) to alter, amend, vary or add to the Building Plans or any master layout plan approved under the Town Planning Ordinance (Chapter 131 of the Laws of Hong Kong) relating to the Estate (other than those Units which have been sold or assigned by the First Owner and the

Government Accommodation) (including but not limited to the alteration of corridors and toilets) and/or any other building plans relating to the Estate (other than those Units which have been sold or assigned by the First Owner and the Government Accommodation) without the concurrence or approval of any Owner or other person having an interest in the Estate or any part thereof Provided That nothing herein contained shall absolve the First Owner from the requirements of obtaining the prior consent of the Director or other relevant Government authorities pursuant to the Government Grant or other applicable legislation and the Owner of the Government Accommodation in the event that the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) and Provided Further That all the costs and expenses in connection with the First Owner's exercise of this aforesaid rights shall be borne by the First Owner solely. No such alteration, amendment, variation or addition shall give to the Owners or other person having an interest in the Estate or any part thereof any right of action against the First Owner or the Government Provided That the use and enjoyment of the Units by the Owners shall not be affected thereby and Provided Further That the proper use and enjoyment of the Government Accommodation shall not be affected thereby and that no such change, amendment, variation, addition or alteration shall have any adverse effect on or shall impede or restrict the proper use of or access to or from the Government Accommodation or the services and facilities supplying the Government Accommodation (if applicable);

- (i) to carve out, surrender, dedicate or assign any part of the Land or the Development (other than the Reprovision Station Carpark, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access, the Government Accommodation, the Common Areas and the Units which have been sold or assigned by the First Owner) to the Government in the name of the First Owner,

such part or parts of the Land and the Estate to be carved out, dedicated or assigned without the necessity of joining in other Owners Provided That an Owner's right to hold, use, occupy and enjoy his Unit shall not be affected. All payments, compensation or other money relating or incidental to such surrender, dedication or assignment shall be paid to and received by the First Owner alone and the First Owner shall be empowered to give a good and valid receipt therefor;

- (j) without prejudice to sub-clause (e) hereof and subject only to obtaining the prior written consent of the Director, to allocate and re-allocate Undivided Shares to any particular part of the Estate (excluding the Units which have been assigned by the First Owner) following the issue of an Occupation Permit in respect of that particular part and to allocate and re-allocate Management Units to each Unit thereto necessitated by any change in gross floor area;
- (k) subject to the approval of Owners at an Owners' meeting of the Owners of the Estate convened under this Deed, to construct maintain, lay, alter, remove, re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the Land and the Development (other than the services and facilities solely and exclusively serving the West Rail, the Railway Station, the West Rail Structures and Installations, the Signalling Cables Set Back Areas or the Government Accommodation) or partly within the Land and the Development (other than the services and facilities solely and exclusively serving the West Rail, the Railway Station, the West Rail Structures and Installations, the Signalling Cables Set Back Areas or the Government Accommodation) to supply utilities services and recreational facilities to the Land and the Development Provided That in exercising any of its rights under this sub-clause by the First Owner, the First Owner shall not interfere with the Owners' rights to hold, use, occupy and enjoy their Units nor impede access to their Units and Provided Further That the proper use and enjoyment of the Government Accommodation shall not be affected

thereby and Provided Further That if the said drains, pipes, cables, sewers, installations, fittings, chambers and structures form parts of the Common Areas or the Common Services and Facilities, the exercise of the aforesaid right shall be subject to the approval of Owners at an Owners' meeting and any consideration received (if any) shall be credited to the relevant account of the Special Fund and Provided Also That such approval is not required if the said drains, pipes, cables, sewers, installations, fittings, chambers and structures are within the subsequent Phase(s) and the exercise of the aforesaid right is for the purpose of construction, development and completion of the subsequent Phase(s) and Provided Further That in any event, no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation;

- (1) subject to the terms of the Government Grant, to demolish, modify, alter, reconstruct, further develop, re-develop or re-build the Land (other than the Reprovision Station Carpark, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access and the Government Accommodation or any part(s) thereof) and/or the Estate or any part thereof which shall remain vested in the First Owner and in such manner as the First Owner may deem fit and for all or any such purposes arrange for new buildings plans to be prepared and/or the Building Plans to be changed, added to, altered or otherwise amended and to submit the same for approval by the Building Authority and/or such other competent Government authorities and to carry out all necessary demolition and construction works in connection therewith. The exclusive right to hold use occupy and enjoy and to receive the rents and profits from any new buildings or structures to be erected on or under the Land (other than the Reprovision Station Carpark, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access and the Government

Accommodation or any part(s) thereof) and the Estate shall belong to the First Owner absolutely;

- (m) subject to the approval of Owners at an Owners' meeting of the Owners of the Estate convened under this Deed, to obtain for the benefit of the Owners for the time being of the Estate or any part thereof and their servants, agents, licensees, tenants and lawful occupants the grant of any rights, rights of way or easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, recreational areas and facilities, subways, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by licence on such terms and conditions and from such persons as the First Owner shall deem fit Provided That FSI as the Owner of the Government Accommodation shall not be required to bear any cost for the acquisition of such rights, rights of way or easements or quasi easements;
- (n) subject to the terms of the Government Grant and subject to the approval of a meeting of the Owners of the Estate convened under this Deed, 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 links, pedestrian walkways, footbridges, subways, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Common Areas and the Common Services 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 fit) and any

payment received (if any) shall be credited to the relevant account of the Special Fund;

- (o) (i) Where the uncompleted Phase(s) or the part(s) of the Estate owned by the First Owner are affected, to agree with the Government any substitution, alteration, amendment, variation or addition to any drawings, designs and plans of any nature or purpose whatsoever of the Estate (including but not limited to layout plans, general building plans, car park layout plans, landscape plans and concept plans) without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Estate or any part thereof and to sign or execute any documents in connection therewith in the name of the First Owner only without the necessity of joining in other Owners or other person having an interest in the Estate or any part thereof Provided That in respect of completed Phase(s), the exercise of such right by the First Owner shall be restricted to Units which have not been sold or assigned by the First Owner and shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units. No such substitution, alteration, amendment, variation or addition shall give to the Owners or other person having an interest in the Estate or any part thereof any right of action against the First Owner or the Government. Any premia, payments, compensation and other money in relation to or incidental to such substitution, alteration, amendment, variation or addition or document shall be paid by and received by the First Owner alone and the First Owner shall be empowered to give a good and valid receipt therefor; and
- (ii) subject to the approval of a meeting of the Owners of the Estate convened under this Deed and insofar as the same relates to or affects the Estate, to agree with the Government any substitution, alteration,

amendment, variation or addition to the terms and conditions of the Government Grant, submissions and technical schedules contained or referred to in the Government Grant Provided That the exercise of such right shall not interfere with the rights of other Owners of the Estate to hold, use, occupy and enjoy their Units and impede their access to their Units.

Provided Always That in exercising any of its rights under sub-clauses (a) to (o) above,

- (A) the First Owner shall not in any way affect the use and enjoyment of the Units by the Owners or impede or restrict the access of the Owners to their respective Units;
- (B) the proper use and enjoyment of the Railway Station, the Reprovision Station Carpark, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access, the Government Accommodation or any part(s) thereof and the safety or the operation of the West Rail, the Railway Station, the West Rail Structures and Installations, the Signalling Cables Set Back Areas or any part thereof shall not be affected;
- (C) the access to and from the Railway Station, the Reprovision Station Carpark, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access, the Government Accommodation or any part(s) thereof shall not be impeded or restricted;
- (D) any amendment to the master layout plan shall not affect the Railway Station, the Reprovision Station Carpark, the Signalling Cables Set Back Areas, the Railway Station Emergency Vehicular Access, the Government Accommodation or any part(s) thereof;
- (E) any allocation and re-allocation of Undivided Shares and Management Units shall not affect the proportion of the Undivided Shares allocated to the Reprovision Station

Carpark and the Government Accommodation or any part thereof;

- (F)
 - (1) if the exercise of any of the rights of the First Owner herein directly affects the Government Accommodation (which GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected), the exercise of any of the rights of the First Owner shall require the prior written approval of the Owner of the Government Accommodation;
 - (2) if the exercise of any of the rights of the First Owner herein directly affects the West Rail, the Railway Station, the West Rail Structures and Installations, the Signalling Cables Set Back Areas or any part thereof (which KCRC shall in its absolute discretion determine whether or not any of them is directly affected), the exercise of any of the rights of the First Owner shall require the prior written approval of KCRC;
- (G) it shall not be prejudicial to the rights of the Owner of the Government Accommodation, the Owner of the Reprovision Station Carpark or KCRC as the owner of the West Rail in the use and enjoyment of and access to the Government Accommodation, the Reprovision Station Carpark, the Signalling Cables Set Back Areas or the Railway Station Emergency Vehicular Access (as the case may be) and must not result in the Owner of the Government Accommodation or KCRC as the owner of the West Rail 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 of the conditions of the Government Grant to the extent that the variation, in the opinion of GPA, directly benefits the Government Accommodation but not otherwise;

- (H) any consideration received or receivable in the exercise of rights to which the First Owner is specifically entitled as an Owner under the provisions of this Clause 3 shall accrue to the First Owner and may be on such terms and conditions as the First Owner may deem appropriate. Any consideration received or receivable in the exercise of rights to which the First Owner is not specifically entitled as an Owner under the provisions of this Clause 3 shall accrue to the Owners of the Estate and shall be credited to the Special Fund;
- (I) (1) the First Owner shall not represent FSI or GPA in any dealings with the Government directly affecting the Government Accommodation (which GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) and Provided Further That the right to assign, surrender or dedicate any part of the Land shall exclude the Government Accommodation; and
- (2) the First Owner shall not represent the Owner of the Reprovision Station Carpark or KCRC as the owner of the West Rail in any dealings with the Government directly affecting the Reprovision Station Carpark, the Signalling Cables Set Back Areas or the Railway Station Emergency Vehicular Access (which the Owner of the Reprovision Station Carpark or KCRC as the owner of the West Rail (as the case may be) shall in its sole discretion determine whether or not the Reprovision Station Carpark, the Signalling Cables Set Back Areas or the Railway Station Emergency Vehicular Access is directly affected) and Provided Further That the right to assign, surrender or dedicate any part of the Land shall exclude the Reprovision Station Carpark, the Signalling Cables Set Back Areas and the Railway Station Emergency Vehicular Access; and

- (J) the First Owner shall bear all the costs and expenses in exercising the rights under this Clause and shall at its own costs and expenses make good any damage caused by it in exercising any of such rights.

**Rights of Public
over the
Pedestrian
Walkway**

4. The right for all members of the public 24 hours a day during the day or night and for all lawful purposes to use the Pedestrian Walkway free of costs or consideration and without any interruption on foot or by wheelchair.

THE THIRD SCHEDULE

RESTRICTIONS AND PROHIBITIONS

1. Subject to the rights, easements and privileges reserved to the First Owner in Clause 3 of Part II of the SECOND SCHEDULE to this Deed, the rights, easements and privileges granted to and reserved by the Owner of the Government Accommodation under Clause 4 of Part I of the SECOND SCHEDULE to this Deed, the rights granted to and reserved by the Owner of the Reprovision Station Carpark set out in Clause 5 of Part I of the SECOND SCHEDULE to this Deed, the rights and easements reserved by KCRC as the owner of the West Rail in Clause 6 of Part I of the SECOND SCHEDULE to this Deed and the rights granted to and/or reserved by KCRC under the Non-Railway Portion Assignment, an Owner shall not (except in the case of sub-clauses (b) to (e), (o), (s), (ab), (ac), (ae), (af), (ah), (aj) and (ak) of Clause 1 of this THIRD SCHEDULE with the previous written consent of the Manager which may be granted, withheld or granted subject to conditions at its absolute discretion) :-

**Not to make
alterations or
additions**

- (a) make or permit or suffer to be made any external or structural alteration in or addition whatsoever which will affect the structural integrity of the Development or which may exceed the loading constraints of the structures in the Development or which interfere with or affect the rights of other Owners to any building, or other structure erected on or in the Estate;
- (b) make or permit or suffer to be made any alterations to the existing design or external appearance of the facade or elevations of any building, or other structure erected on or in the Estate;
- (c) erect or build or permit or suffer to be erected or built on any roof, flat roof or any part thereof of any building, carport or other structure erected on or in the Estate, or the Common Areas any structure whatsoever whether of a temporary or permanent nature;
- (d) install or erect or permit or suffer to be installed or erected any individual air-conditioner platform, air-conditioning

or ventilation unit or plant, or any radio or television aerial or satellite dish, or any sunshade or canopy or awning, or any other fixture whatsoever on or over any roof, flat roof or through or over any window or through or on any external wall of the Estate (except, in the case of air-conditioning units, at the Areas for Air-Conditioning or such places designated for such purpose in the Residential Accommodation);

- | | |
|---|---|
| | (e) make or permit or suffer to be made any alterations to any installation or fixture so as to affect or be likely to affect the supply of water, electricity or other utility or service to the Land and the Development or any part thereof; |
| Not to damage Common Areas | (f) damage, injure or deface or permit or suffer to be damaged, injured or defaced any part of the structure, fabric or decorative features of the Common Areas including any trees, plants or shrubs in or about the Land and the Development; |
| Not to damage Common Services and Facilities | (g) damage or interfere with or permit or suffer to be damaged or interfered with the Common Services and Facilities; |
| Not to vitiate insurance | (h) do or permit or suffer to be done anything whereby any insurance of the Land and the Development or any part thereof may be rendered void or voidable or whereby the premium for any such insurance may be liable to be increased and each Owner (save and except FSI as the Owner of the Government Accommodation) shall indemnify the other Owners against any increased or additional premium which by reason by his act or default may be required for effecting or keeping up such insurance and in the event of the Development or any part or parts thereof being damaged or destroyed by any of the Insured Risks at any time and the insurance money under any insurance against such Insured Risks effected thereon being wholly or partially irrecoverable by reason solely or in part of his act or default then and in every such case such Owner (save and except FSI as the Owner of the |

Government Accommodation) shall forthwith pay to the other Owners the whole or (as the case may require) a proportion of the cost of completely rebuilding or reinstating the same;

- | | |
|---------------------------------------|---|
| Not to breach Government Grant | (i) do or permit or suffer to be done any act, deed, matter or thing whatsoever which amounts to a breach of any of the terms and conditions of the Government Grant; |
| Not to breach ordinance etc. | (j) do or cause or permit or suffer to be done any act or thing which may be contrary to any relevant ordinance, regulation or by-law; |
| Offensive user | <p>(k) (i) use any Unit for any offensive trade as prescribed from time to time by Section 48 of the Public Health and Municipal Services Ordinance (Chapter 132 of the Laws of Hong Kong) nor permit the storage of any hazardous, combustible, unlawful or explosive goods or substance or any “dangerous” or “prohibited” goods within the meaning of the Dangerous Goods Ordinance (Chapter 295 of the Laws of Hong Kong);</p> <p>(ii) use or permit or suffer to be used any Residential Unit other than as a private dwelling;</p> <p>(iii) use or permit or suffer to be used any Unit for any purpose whatsoever other than as permitted under the Government Grant;</p> <p>(iv) use or permit or suffer to be used any Residential Parking Space other than for the parking of motor vehicle or motor cycle (as the case may be) registered in the name of the resident of a Residential Unit or his bona fide guests, visitors or invitees according to the carpark layout plan for the Estate approved by the Director and in particular shall not use the said space for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services; and</p> |

	(v)	use the Green Areas for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(6) of the Government Grant;
Balconies and Utility Platforms	(l)	<p>(i) cause, permit, suffer or allow any Balcony or Utility Platform to be enclosed in whole or in part by any material of whatsoever kind or nature, or keep and maintain any Balcony or Utility Platform in such design and layout otherwise than as provided under the Building Plans as at the date of this Deed;</p> <p>(ii) erect or affix or cause or permit or suffer or allow to be erected or affixed any structure or partition of any material whether of a permanent or temporary nature or any fitting on any Balcony, Utility Platform or any part thereof;</p>
Not to use for illegal or immoral purposes	(m)	use or permit or suffer to be used any Unit for gambling or for any illegal or immoral purpose;
Not to cause nuisance	(n)	do or cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to or endanger the other Owners and occupiers of the Land and the Development;
Not to alter external appearance	(o)	use or permit or suffer to be carried out on any portion of any Unit or any Balcony or Utility Platform (if any) held and enjoyed therewith, any works in any way so as to affect or alter the external appearance of the buildings;
Not to misuse lavatories	(p)	use or permit or suffer to be used any water closet or other water apparatus on or in the Land and the Development for any purpose other than that for which they are intended and not to throw or permit or suffer to be thrown into any W.C. pan, urinal, basin, sink or other lavatory fitting any foreign or deleterious substance of any kind and to pay the

Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision;

**Not to interfere
with fire
protection or
security systems**

- (q) do or permit or suffer to be done any act or thing which will damage or interfere with or affect the operating of any fire protection or fire fighting system, equipment or apparatus or any security system, equipment or apparatus or any part or parts thereof and each Owner shall keep the other Owners indemnified against all loss, damages, claims and demands sustained by them as a result of any act or thing done or permitted or suffered to be done by the Owner as aforesaid;

**Not to
contravene fire
regulations**

- (r) erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances or any staircase or floor of the Units or in or on or at any of the exits therefrom any metal grille or shutter or gate that might in any way contravene the regulations from time to time in force of the Fire Services Department or other competent authority concerned, nor in any other respect to contravene the said regulations;

**Not to obstruct
Common Areas
and the Railway
Station
Emergency
Vehicular
Access**

- (s) (i) encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, dustbins, packaging goods, rubbish, chattels or other obstruction of any kind or nature any of the Common Areas and the Manager shall be entitled without notice and at the Owner's expense to remove and dispose of as it sees fit any such material aforesaid and the Manager shall not thereby incur any liability to the Owner or any other person whomsoever and each and every Owner hereby agrees to keep the Manager indemnified against all losses, claims damages or expenses of and against the Manager in respect thereof;
- (ii) encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, dustbins, packaging goods, rubbish, chattels or

other obstruction of any kind or nature the Railway Station Emergency Vehicular Access and KCRC as the owner of the West Rail shall be entitled without notice and at the Owner's expense to remove and dispose of as it sees fit any such material aforesaid and KCRC shall not thereby incur any liability to the Owner or any other person whomsoever and all losses, damages or expenses incurred or suffered by KCRC shall be recoverable from the defaulting Owner;

Not to obstruct driveways

- (t) park in, obstruct or otherwise use or permit or suffer any servant, agent, visitor or licensee to park in, obstruct or otherwise use those areas of the Land and the Estate allocated to the parking, movement or access of vehicles or designated as lay-bays and loading and unloading spaces for goods vehicles otherwise than in accordance with the Building Rules from time to time made pursuant to Section K of this Deed;

Pets

- (u)
 - (i) bring on to or keep any dogs, cats, pets, livestock, live poultry, birds or other animals on any part of the Estate Provided That subject to any applicable laws and regulations in force in Hong Kong from time to time and subject to and in accordance with the Building Rules, domestic animal or other pets may be kept in a Residential Unit unless the same has been the cause of reasonable written complaint by at least two (2) Owners or occupiers of any part of the Estate, the reasonableness of the complaint shall be determined by the Manager at its absolute discretion;
 - (ii) permit dogs in lifts or in any part of the Estate intended for common use unless they are :-
 - (1) carried or on leash;
 - (2) wearing mouth strap and for small dogs of such kind that cannot wear mouth strap, consent from the Manager is required;

- (3) microchipped and vaccinated;
 - (4) licensed by the Agriculture, Fisheries and Conservation Department; and
 - (5) registered with the Manager;
- (iii) notwithstanding anything contained in paragraphs (i) and (ii) of this sub-clause, permit dogs in the Common Areas (including without limitation, the Club House and lawns areas) save for those areas as may be designated by the Manager for use by dogs from time to time;
- Not to partition** (v) exercise or attempt to exercise any statutory or common law right to partition the Land and the Development;
- Not to make internal alterations or additions** (w) (i) make any structural alteration to or demolish any structural parts which form part of the Common Areas;
- (ii) make any structural alteration to a Unit (except the Government Accommodation) without the prior written consent of the Manager which shall not be unreasonably withheld subject to the Owner making an application supported by drawings and where appropriate a specification in duplicate and paying the reasonable approval fees of the Manager and their professional advisers Provided That the prior approval of the relevant Government department shall also be obtained and no Owner shall make any structural alteration which will interfere with or affect the rights of other Owners;
- (iii) where any fitting out works or alterations to a Unit (except the Government Accommodation) require any alteration to base buildings services, including, but not limited to, the sprinkler system, heating ventilation and air-conditioning system and plumbing and drainage, and such alteration to base buildings services affects the Common Services and Facilities, employ contractors other

than the contractor nominated by the Manager for the purpose of carrying out those works at the Owner's own cost;

- | | |
|---------------------------------------|---|
| Not to sub-divide or partition | (x) sub-divide or partition a Residential Unit or a Residential Parking Space; |
| Floor loading | (y) place on any part of the floors of any Unit any machinery goods or merchandise which may cause the maximum floor loading-bearing capacity thereof to be exceeded and in the event of breach of this covenant the Owner shall make good any damage caused thereby to that part of the Estate or any fixtures and fittings therein, Provided That the making good of such damage as aforesaid shall be without prejudice to any further right which may be exercised by the Manager by virtue of such breach; |
| Offensive odours and refuse | (z) (i) cause or permit any offensive or unusual odours to be produced upon, permeate through or emanate from the part of the Estate owned by him and not to allow any garbage or waste food to accumulate on such part or other part of the Estate Provided That the Manager's opinion on whether any odour is offensive or unusual is conclusive and binding on the Owner;

(ii) dispose of the refuse except in the places designated by the Manager. No Owner shall use the refuse chutes; |
| Excessive noise | (aa) produce or permit or suffer to be produced any music or noise (including sound produced by broadcasting or any apparatus or equipment capable of producing, reproducing, receiving or recording sound) or vibration or other acts or things in or on the part of the Estate owned by him so as to cause a nuisance to other residents, owners or occupiers of the Estate; |
| Not to misuse lifts | (ab) use the designated passenger lifts in the Estate other than for transportation of persons and small light packages; |

Not to hang washing	(ac)	use or permit or suffer to be used any portion of any Unit for the drying of clothes or any similar purpose in any way so as to alter the external appearance of the Estate or cause nuisance or annoyance to the other Owners or occupiers of the Land and the Estate;
Not to exhibit signs	(ad)	exhibit any advertising signage in or upon any Unit in the Residential Accommodation except as authorised by this Deed;
Not to tamper with maintenance windows	(ae)	tamper with any maintenance windows or windows with fixed glazing in any Residential Unit and the maintenance windows should be unlocked only for the purpose of cleaning or maintenance;
Installation of air-conditioning units	(af)	affix or install onto the external walls or through the windows of any Residential Unit any air-conditioner or air-conditioning unit other than at the air-conditioning platform already provided or at such places designated for such purposes and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Land and/or the Development;
Not to tamper with fire alarm	(ag)	tamper with, remove or interfere with or permit or suffer or cause to be tampered with, removed or interfered with the fire alarm system serving the Estate or any part thereof and/or the common fire alarm system installed in the Estate connecting and serving the Estate;
Not to install door grilles/alter door design	(ah)	erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached any grille, shutter or gate (whether in metal or any other material) in or on or at the entrance doors of the Residential Units and not to alter the design and colour of the entrance door;
Installation of window grilles	(ai)	erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows of any Residential Unit any window grille which shall in any way contravene the regulations of the Fire Services Ordinance (Chapter 95 of the Laws of Hong Kong) or other competent authority concerned from time to time in force and the design of any window grille

shall comply strictly in accordance with such guidelines and/or specification and/or prescribed design that may from time to time be issued by the Manager and such design and installation shall comply in all respects with the Building Rules and Fitting Out Rules;

Not to erect radio or television aerial etc.

(aj) erect or permit or suffer to be erected any radio or television aerial or advertising sign or 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 flat roof, roofs, balconies, external walls, corridors, lift lobbies, entrance halls of any building of the Estate (except the Government Accommodation by FSI as permitted under this Deed) or any other areas which in the opinion of the Manager shall be undesirable or constitute a nuisance to other Owners or occupiers of the building or the Estate and the Manager shall have the right to remove such articles without notice but after warning has been given to such Owner and such Owner has failed to heed the warning within a reasonable period of time at the cost of the offending Owner;

No installation of drainage etc. other than in specified spaces

(ak) construct or install any drainage or other pipeworks outside the external walls of the Estate other than in spaces specifically provided by the Manager therefor;

Not to use premises for offensive purposes, etc.

(al) use or cause or permit any part of the Residential Unit or the Residential Parking Spaces to be used for the purpose of mahjong school, funeral parlour, coffin shop, temple, Buddhist hall or for the performance of the ceremony known as “Tai Chai” or any similar ceremony or as a boarding house, apartment house, dance hall, music hall or for any noisy or offensive trade or business;

Not to discard refuse etc.

(am) no Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the buildings and/or the Estate owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal; and

Not to store goods in Residential Units	(an) 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 in contravention of or in breach of the Government Grant or the Occupation Permit.
--	---

The above obligations, prohibitions and restrictions are equally applicable to the tenants and/or licensees of the Residential Units and/or the Residential Parking Spaces who occupy the Residential Units or the Residential Parking Spaces under lease or tenancy agreement or licence (whether such lease or tenancy agreement or licence is written or oral) with the Owners.

Preservation of trees	2. No Owner shall remove or interfere with the trees growing on the Land or adjacent thereto without the prior written consent of the Director who may in granting consent impose such conditions as to transplanting, compensatory landscaping or replanting as the Director may deem appropriate.
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Not to advertise	3. (a) No Owner shall use or permit or suffer to be used any part of the Signalling Cables Set Back Areas or the Railway Station Emergency Vehicular Access either externally or internally for advertising or for the display of any signs, notices or posters whatsoever. (b) No Owner shall use or permit or suffer to be used any part or parts of the noise barriers and other facilities under the Noise Mitigation Measures for advertising or for display of any signs, notices or posters whatsoever.
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No grave and columbarium	4. No Owner shall erect or make on the Land any grave or columbarium nor inter therein or deposit thereon any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise.
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Not to demolish or alter any partition wall, etc. resulting in a Unit being linked to an	5. (a) No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of
---	---

**adjacent
Residential Unit**

the Director or any other Government authorities in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

- (b) The Manager shall deposit in the management office the record provided by the Director or any other Government authorities in place of him from time to time of the information relating to the consent given under the Government Grant for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund.

**Not to erect or
construct within
the Ecological
Corridor**

- 6. Except with the prior written consent of the Director of Agriculture, Fisheries and Conservation, no Owner shall erect or construct within the Ecological Corridor above 25 metres from the ground level of the Land any building, structure, support for any building or buildings or any structure or structures or projection.

THE FOURTH SCHEDULE

SCHEDULE OF WORKS AND INSTALLATIONS

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) plumbing system;
- (e) drainage system;
- (f) fire services installations and equipment;
- (g) electrical wiring system;
- (h) lift installations;
- (i) gas supply system;
- (j) window installations;
- (k) Slope Structures;
- (l) Mechanical ventilation and air conditioning installation;
- (m) escalators;
- (n) water features and filtration system;
- (o) swimming pool and filtration system; and
- (p) soft landscape.

The First Owner

SIGNED **SEALED** and
DELIVERED by

the lawful delegatee(s) of MTR Corporation Limited 香港鐵路有限公司, as the lawful attorney of and for and on behalf of Kam Sheung Property Development Limited (錦上物業發展有限公司) whose signature(s) is/are verified by/in the presence of :-

KCRC

The SEAL of Kowloon-Canton)
Railway Corporation 九廣鐵路公司 is)
hereunto affixed by the authority of the)
Managing Board and **SIGNED** by)
)
whose signature(s) is/are verified by/in)
the presence of :-)

The First Purchaser

SIGNED SEALED and)
DELIVERED by)
the First Purchaser in the presence of :-)

INTERPRETED to the First
Purchaser by :-

OR

SEALED with the Common Seal of)
the First Purchaser and **SIGNED** by)
)
duly authorized by its Board of)
Directors in the presence of :-)

The Manager

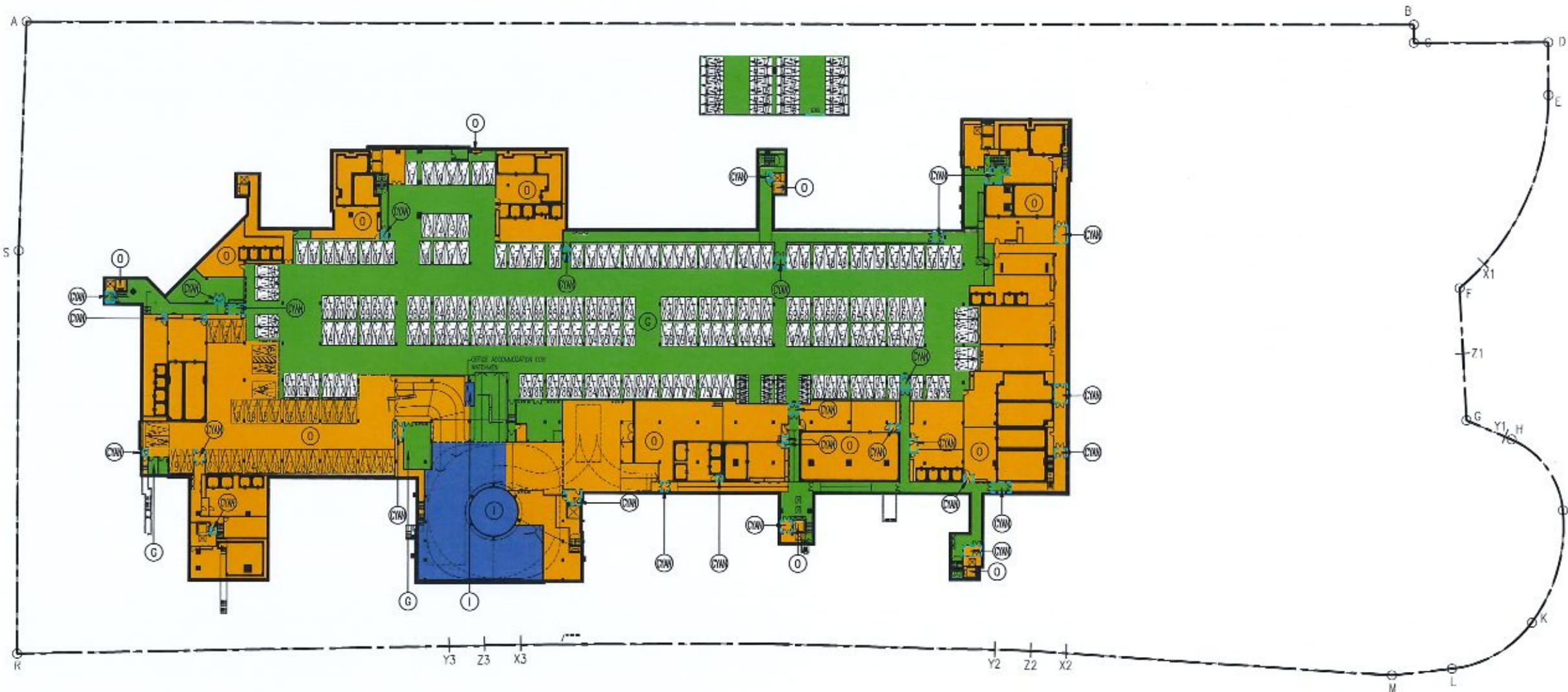
SEALED with the Common Seal of)
the Manager and **SIGNED** by)
)
whose signature(s) is/are verified)
by/in the presence of :-)



DMC

LEGENDS:

- GREEN - RESIDENTIAL CAR PARK COMMON AREAS
- ORANGE - RESIDENTIAL COMMON AREAS
- INDIGO - COMMON AREAS FOR RESIDENTIAL ACCOMMODATION AND RESIDENTIAL PARKING SPACES
- EDGED DOTTED CYAN - PROTECTED LOBBY TO A REQUIRED STAIRCASE
- SITE BOUNDARY



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming
CHAN WAN MING
Registered Planner (Individual)
DATE OF CERTIFICATION BY
THE AUTHORIZED PERSON: 20 APRIL 2022

F	APR 2022	DRAFT DMC			
E	OCT 2021	DRAFT DMC			
D	JUN 2021	DRAFT DMC			
C	APR 2021	DRAFT DMC			
B	FEB 2021	DRAFT DMC			
A	OCT 2020	DRAFT DMC			
-	FEB 2020	DRAFT DMC			
REVISION	DATE	REVISION	DATE	REVISION	DATE

P&T Architects and Engineers Ltd
巴馬丹拿建築及工程師有限公司
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Hong Kong, Singapore, Shanghai, Beijing, Wuhan, Chongqing, Shenzhen,
Kuala Lumpur, Macau, Taipei, Seoul, Tokyo, London, Dubai, Abu Dhabi, Doha

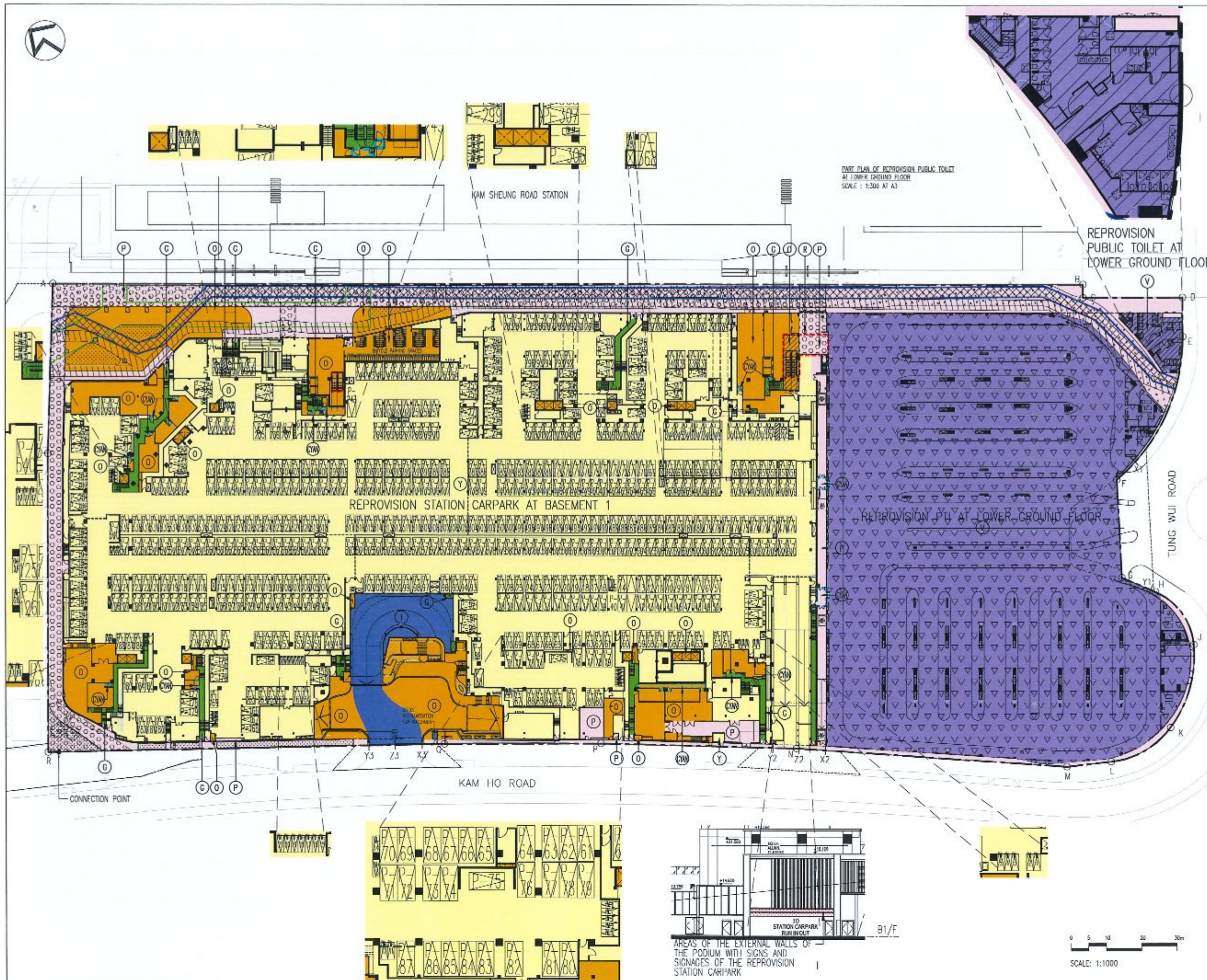
PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名
BASEMENT 2 FLOOR PLAN

SCALE / 比例	JOB NUMBER / 工程編號
1: 1000 A3	5466
DATE / 日期	DRAWING NUMBER / 圖號
MAY 2019	DMC-01
DESIGNED / 設計	CHECKED / 校核
	APPROVED / 批准

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0 5 10 20 30m
SCALE: 1:1000



DMC

LEGEND

- GREEN - RESIDENTIAL CAR PARK COMMON AREAS
- ORANGE - RESIDENTIAL COMMON AREAS
- EDGED DOTTED RED - PEDESTRIAN LINK
- PINK - ESTATE COMMON AREAS
- HATCHED BLACK - CABLE RESERVE AREA
- PINK STIPPLED BLACK - RAILWAY STATION EMERGENCY VEHICULAR ACCESS
- CIRCLED BLACK - PEDESTRIAN WALKWAY
- CROSS-HATCHED BLACK EDGED BLUE - WATERWORKS RESERVE AREA
- VIOLET TRIANGLED BLACK - GOVERNMENT ACCOMMODATION (REPROVISION PH)
- VIOLET HATCHED BLACK - GOVERNMENT ACCOMMODATION (REPROVISION PUBLIC TOILET)
- YELLOW - REPROVISION STATION CARPARK
- INDIGO - COMMON AREAS FOR RESIDENTIAL ACCOMMODATION AND RESIDENTIAL PARKING SPACES
- EDGED DOTTED CYAN - PROTECTED LOBBY TO A REQUIRED STAIRCASE
- EDGED GREEN - SIGNALLING CABLES SET BACK AREAS
- STIPPLED RED - AREAS OF THE EXTERNAL WALLS OF THE PODIUM WITH SIGNS AND SIGNAGES OF REPROVISION STATION CARPARK
- SITE BOUNDARY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming
CHAN WAN MING
 Authorized Person (Architect)
 DATE OF CERTIFICATION BY THE AUTHORIZED PERSON: 20 APRIL 2022

1	MAR 2022	DRAFT DMC			
2	DEC 2021	DRAFT DMC			
3	SEP 2021	DRAFT DMC			
4	JUN 2021	DRAFT DMC			
5	APR 2021	DRAFT DMC			
6	FEB 2021	DRAFT DMC			
7	DEC 2020	DRAFT DMC			
8	FEB 2020	DRAFT DMC	2	APR 2022	DRAFT DMC
9	MAY 2019	DRAFT DMC	1	APR 2022	DRAFT DMC

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 Hong Kong Corporate Office: Sheung Wan, Hong Kong; Shenzhen Office: Shenzhen, China; Kuala Lumpur Office: Kuala Lumpur, Malaysia; Singapore Office: Singapore.

PROJECT / 項目
 PROPOSED RESIDENTIAL DEVELOPMENT AT WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE PROPERTY DEVELOPMENT, YUEN LONG, N.T.
 LOT NO.1040 IN DEMARCATION DISTRICT NO.103

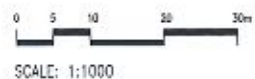
DRAWING / 圖則
BASEMENT 1 AND LOWER GROUND FLOOR PLAN

SCALE / 比例
 1: 1000 A3
 DATE / 日期
 MAY 2019
 JOB NUMBER / 工程編號
 5466
 DRAWING NUMBER / 圖號
 DMC-02

B | C | D | E | F | G | H | I | J

DESIGNED / 設計
 CHECKED / 校核
 APPROVED / 批准

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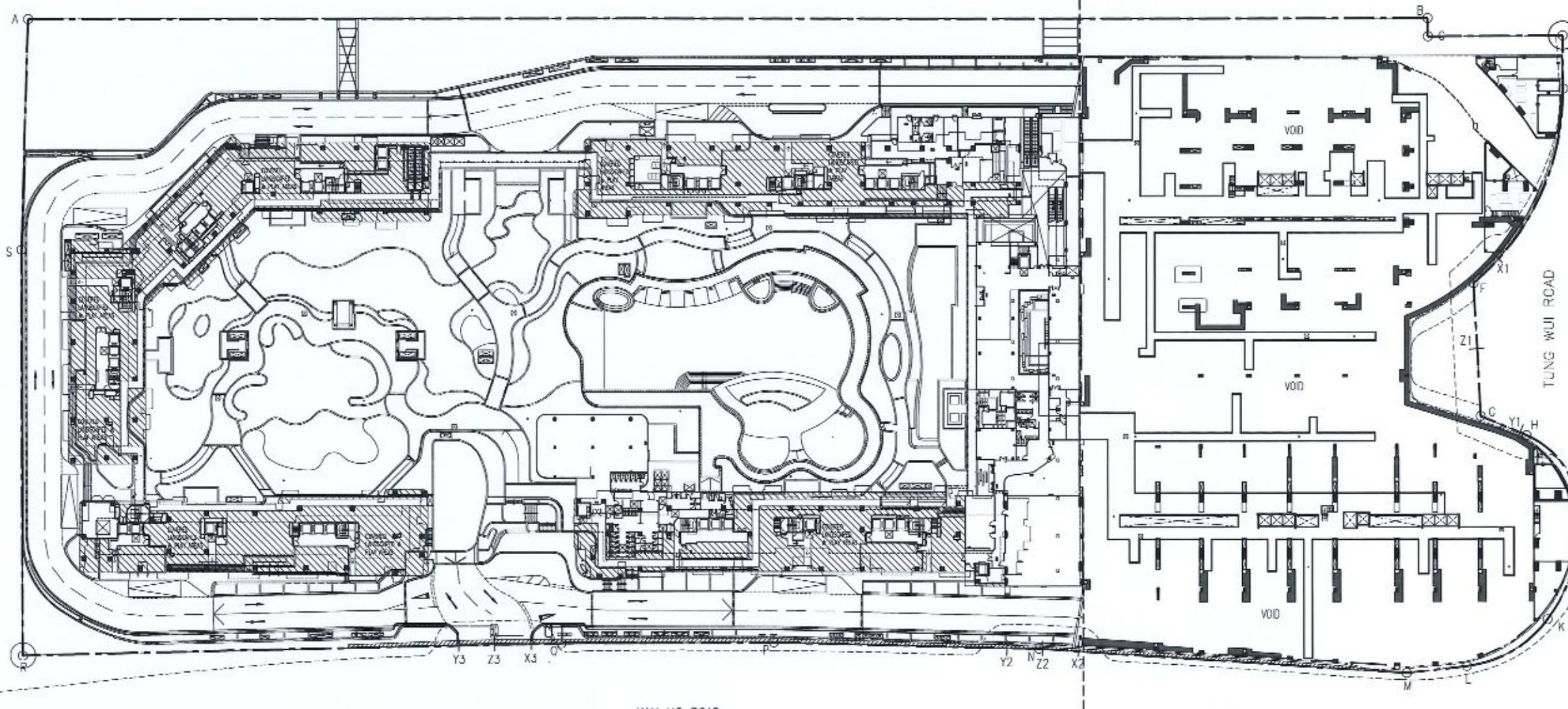


SCALE: 1:1000



KAM SHEUNG ROAD STATION

GROUND FLOOR ← UPPER PART OF LOWER GROUND FLOOR



KAM HO ROAD

DMC

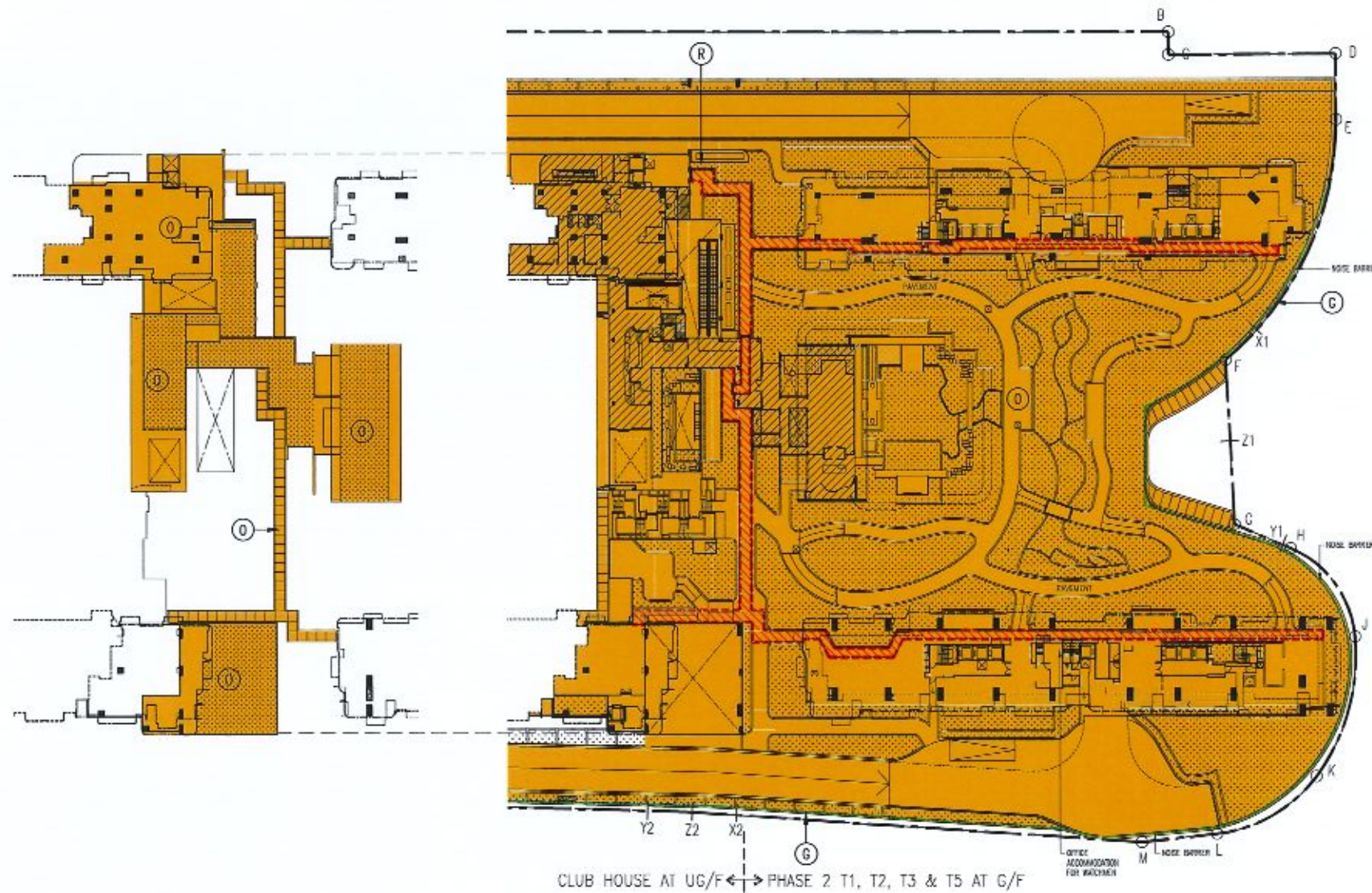
LEGENDS:
 HATCHED BLACK - COVERED LANDSCAPED & PLAY AREAS
 SITE BOUNDARY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN


 CHAN WAN MING
 Authorized Person (Architect)
 DATE OF CERTIFICATION BY THE AUTHORIZED PERSON: 20 APRIL 2022

NO.	DATE	DESCRIPTION	BY	CHECKED	APPROVED
11	APR 2022	DRAFT DMC			
10	DEC 2021	DRAFT DMC			
9	JUN 2021	DRAFT DMC			
8	APR 2021	DRAFT DMC			
7	FEB 2021	DRAFT DMC			

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DMC

LEGEND:

- ORANGE - RESIDENTIAL COMMON AREAS
- STIPPLED BLACK - GREENERY AREA
(TOTAL GREENERY AREA FOR UG/F, G/F, UG/F & CLUBHOUSE ROOF = 12094.630 sq.m.)
- HATCHED BLACK - RECREATIONAL FACILITIES
- EDGED DOTTED RED - PEDESTRIAN LINK
- HATCHED RED - COVERED WALKWAY
- EDGED DOTTED CYAN - PROTECTED LOBBY TO A REQUIRED STAIRCASE
- CHAIN DOUBLE DASHED GREEN - NOISE BARRIER
- SITE BOUNDARY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming
CHAN WAN MING
Architect/Engineer (Architect)
DATE OF CERTIFICATION BY THE AUTHORIZED PERSON: 20 APRIL 2022

5	APR 2022	DRAFT DMC			
6	MAR 2022	DRAFT DMC			
7	OCT 2021	DRAFT DMC			
8	JUN 2021	DRAFT DMC			
9	APR 2021	DRAFT DMC			
10	FEB 2021	DRAFT DMC			
11	OCT 2020	DRAFT DMC			
12	FEB 2020	DRAFT DMC			
13	OCT 2019	DRAFT DMC			
14	OCT 2019	DRAFT DMC			
15	OCT 2019	DRAFT DMC			

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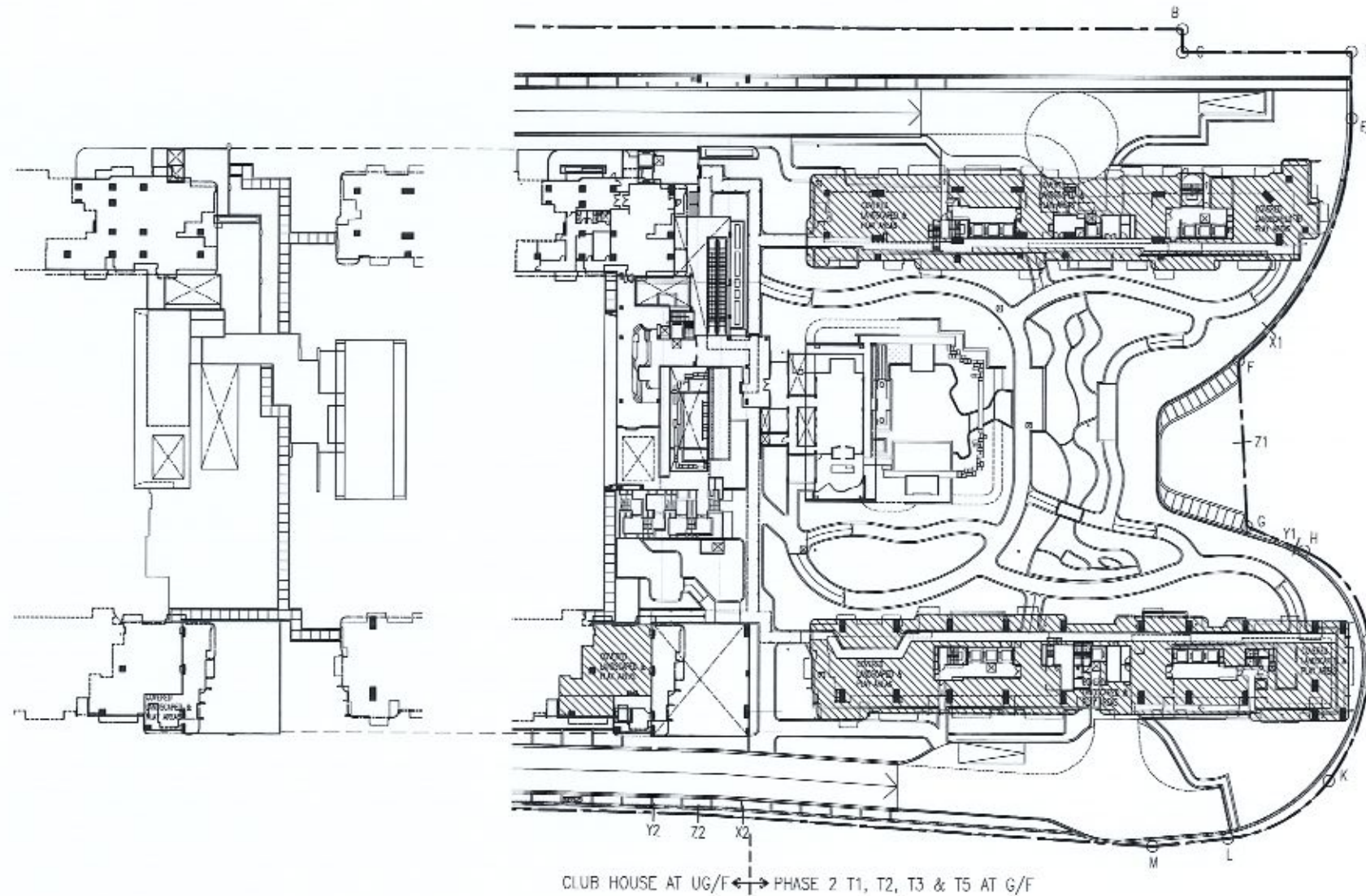
PROJECT / 工程名稱
PROPOSED RESIDENTIAL DEVELOPMENT AT WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名
G/F, UG/F & CLUBHOUSE ROOF PLAN

SCALE / 比例	JOB NUMBER / 工程編號
1: 600 A3	5466
DATE / 日期	DRAWING NUMBER / 圖號
MAY 2019	DMC-04
DESIGNED / 設計	CHECKED / 校核
	APPROVED / 批准

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CLUB HOUSE ROOF PLAN

G/F & UG/F PLAN
(CLUB HOUSE AT UG/F & PHASE 2 T1, T2, T3 & T5 AT G/F)

DMC

LEGENDS:

- HATCHED BLACK - COVERED LANDSCAPED & PLAY AREAS
- SITE BOUNDARY

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming
CHAN WAN MING
Architect (Architect)
DATE OF CERTIFICATION BY
THE AUTHORIZED PERSON: 20 APRIL 2022

D	APR 2022	DRAFT DMC			
C	DEC 2021	DRAFT DMC			
B	JUN 2021	DRAFT DMC			
A	APR 2021	DRAFT DMC			
	FEB 2021	DRAFT DMC			

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Kuala Lumpur, Ho Chi Minh City, Jakarta, Kuala Lumpur, Taipei, New Taipei City

PROJECT / 工程
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名
G/F, UG/F &
CLUBHOUSE ROOF PLAN

SCALE / 比例
1: 600 A3
JOB NUMBER / 工程編號
5466
DATE / 日期
JAN 2021
DRAWING NUMBER / 圖號
DMC-04A

DESIGNED / 設計
CHECKED / 校核
APPROVED / 審批





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0 5 10 20 30m
SCALE: 1:1000



0 5 10
SCALE: 1:300

Key Plan showing the layout of the site with numbered plots (1-10) and a central area labeled PHASE 1 and PHASE 2. A north arrow is present.

	ORANGE – RESIDENTIAL COMMON AREAS
	HATCHED BLACK-BALCONY
	CROSS-HATCHED BLACK -UTILITY PLATFORM
	EDGED DOTTED CYAN- PROTECTED LOBBY TO A REQUIRED STAIRCASE
	SOUND ABSORPTIVE MATERIAL
AC.B.	ENHANCED ACOUSTIC BALCONY (BAFFLE TYPE)
A/C	AIR-CONDITIONING PLATFORM
AC.F.	VERTICAL ACOUSTIC FIN (FULL HEIGHT)
AC.F.*	AC.F. IN THE FROM OF ENHANCED ACOUSTIC BALCONY SIDE WALL (FULL HEIGHT)
AC.W.	ACOUSTIC WINDOW (BAFFLE TYPE)
F.	FIXED GLAZING
MW	MAINTENANCE WINDOW
FRR WALL	FRR WALL FOR OPEN KITCHEN (FULL HEIGHT)


CHAN WAN MING
Authorized Person (Architect)
DATE OF CERTIFICATION BY
THE AUTHORIZED PERSON: 20 APRIL 2022

D	APR 2022	DAFT DMC			
F	JAN 2022	DAFT DMC			
E	OCT 2021	DAFT DMC			
D	JUN 2021	DAFT DMC			
C	APR 2021	DAFT DMC			
B	FEB 2021	DAFT DMC			
A	OCT 2020	DAFT DMC			
-	FEB 2020	DAFT DMC			
DAFT	DAFT DMC	DAFT DMC	DAFT DMC	DAFT DMC	DAFT DMC



PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名

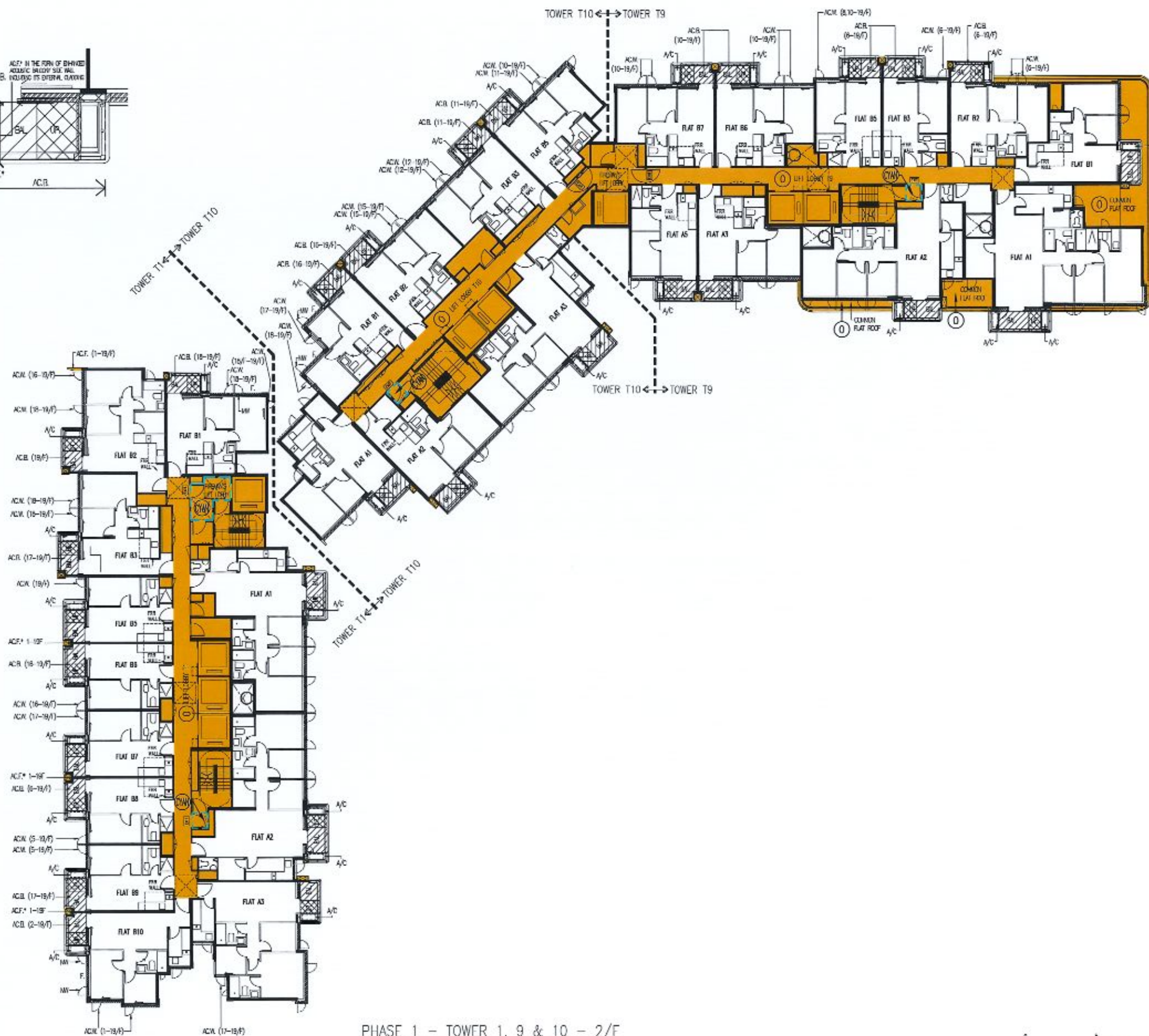
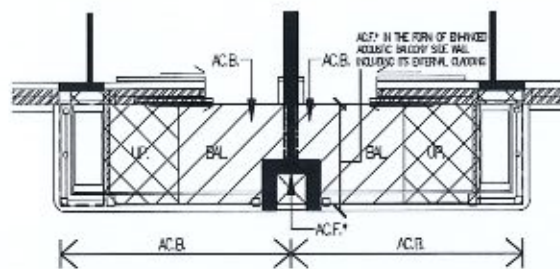
1ST FLOOR PLAN
PHASE 1 TOWER 1 , 9 & 10

SCALE / 比例	JOB NUMBER / 工程编号
1: 300 A3	5466
DATE / 日期	DRAWING NUMBER / 图号
MAY 2019	DMC-05
<div style="border: 1px solid black; padding: 2px; text-align: center;"> - A B C D E F G </div>	
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	APPROVED / 审定

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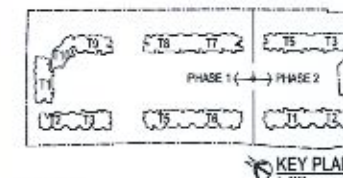


REMARKS FOR A.C.F.:



PHASE 1 - TOWER 1, 9 & 10 - 2/F

DMC



LEGENDS:

- ORANGE - RESIDENTIAL COMMON AREAS
- HATCHED BLACK - BALCONY
- CROSS-HATCHED BLACK - UTILITY PLATFORM
- EDGED DOTTED CYAN - PROTECTED LOBBY TO A REQUIRED STAIRCASE
- SOUND ABSORPTIVE MATERIAL ENHANCED ACOUSTIC BALCONY (BAFFLE TYPE)
- A/C - AIR-CONDITIONING PLATFORM
- A.C.F. - VERTICAL ACOUSTIC FIN (FULL HEIGHT)
- A.C.F.* - A.C.F. IN THE FORM OF ENHANCED ACOUSTIC BALCONY SIDE WALL (FULL HEIGHT)
- A.C.W. - ACOUSTIC WINDOW (BAFFLE TYPE)
- F. - FIXED GLAZING
- MW - MAINTENANCE WINDOW
- FRR WALL - FRR WALL FOR OPEN KITCHEN (FULL HEIGHT)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming
CHAN WAN MING
 Architect (Professional)
 DATE OF CERTIFICATION BY THE AUTHORIZED PERSON: 20 APRIL 2022

0	APR 2022	DRAFT LING
1	JUN 2022	DRAFT DMC
2	JUN 2021	DRAFT DMC



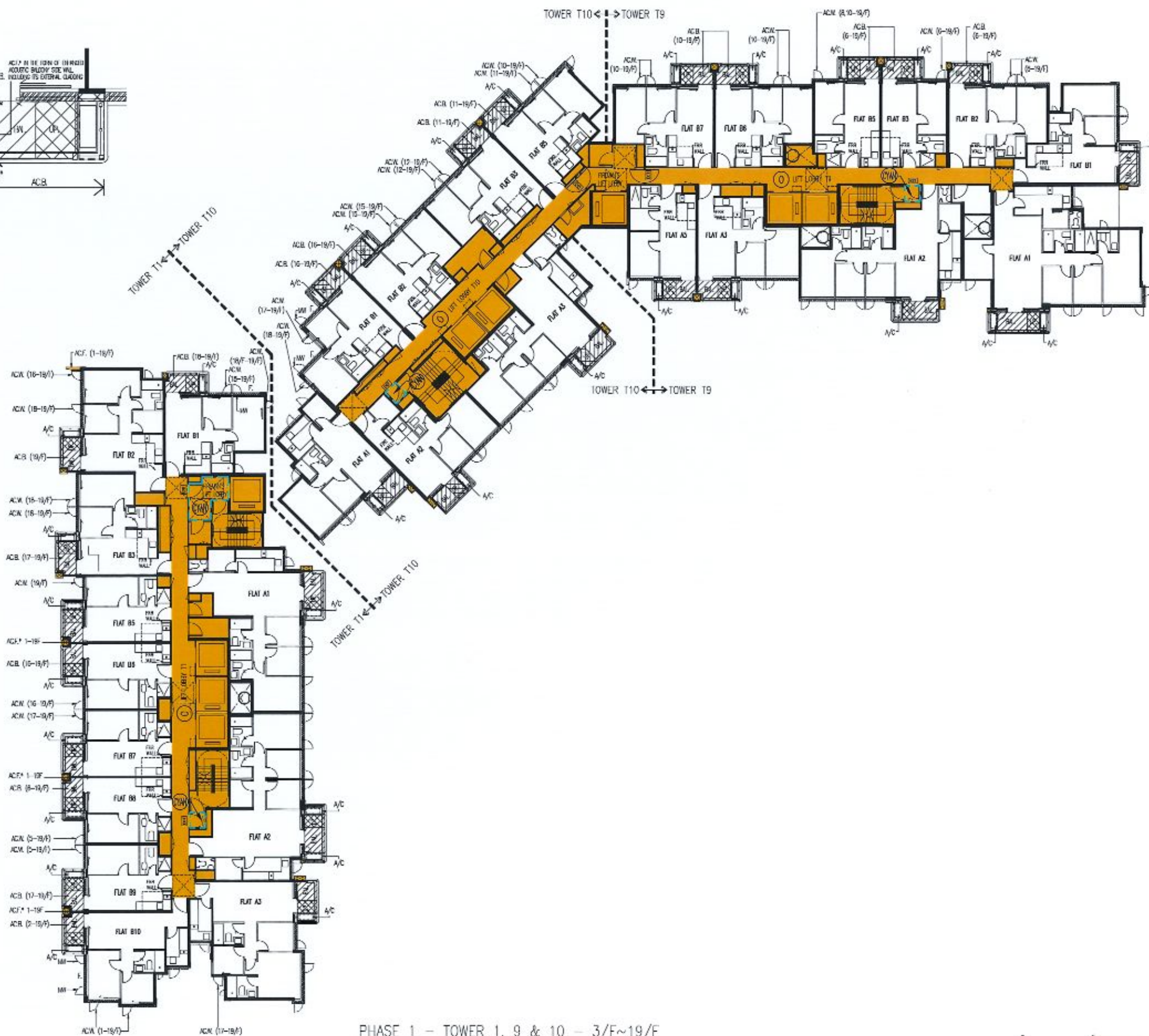
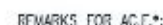
PROJECT / 工程項目
 PROPOSED RESIDENTIAL DEVELOPMENT AT WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE PROPERTY DEVELOPMENT, YUEN LONG, N.T. LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名
 2ND FLOOR PLAN
 PHASE 1 TOWER 1, 9 & 10

SCALE / 比例	JOB NUMBER / 工程編號
1: 300 AS	5466
DATE / 日期	DRAWING NUMBER / 圖號
MAY 2019	DMC-05-1
DESIGNED / 設計	CHECKED / 核對
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PHASE 1 - TOWER 1, 9 & 10 - 3/F~19/F
NOTE: FLOOR NO. 4, 13 & 14 OMITTED

0 5 10
SCALE: 1:300

PHASE 1 → PHASE 2

KEY PL

LEGENDS:

- | | |
|---|--|
|  | ORANGE –
RESIDENTIAL COMMON AREAS |
|  | HATCHED BLACK-BALCONY |
|  | CROSS-HATCHED BLACK
-UTILITY PLATFORM |
|  | EDGED DOTTED CYAN-
PROTECTED LOBBY TO
A REQUIRED STAIRCASE |
| ---- | SOUND ABSORPTIVE MATERIAL |
| AC.B. | ENHANCED ACOUSTIC BALCONY
(BAFFLE TYPE) |
| A/C | AIR-CONDITIONING PLATFORM |
| AC.F. | VERTICAL ACOUSTIC FIN (FULL HEIGHT) |
| AC.F.* | AC.F. IN THE FROM OF ENHANCED
ACOUSTIC BALCONY SIDE WALL
(FULL HEIGHT) |
| AC.W. | ACOUSTIC WINDOW (BAFFLE TYPE) |
| F. | FIXED GLAZING |
| MW | MAINTENANCE WINDOW |
| FRR WALL | FRR WALL FOR OPEN KITCHEN
(FULL HEIGHT) |

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN


CHAN WAN MING
Authorized Person (Architect)
DATE OF CERTIFICATION BY
THE AUTHORIZED PERSON: 20 APRIL 2022

C	APR 2022	DRAFT DMC			
B	JAN 2022	DRAFT DMC			
A	DEC 2021	DRAFT DMC			
-	JUN 2021	DRAFT DMC			
PLANNED	003/2021	ADDENDUM 1 (1/1)	REVIEW	003/2021	ADDENDUM 1 (1/1)



PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名

3RD TO 19TH FLOOR PLAN
PHASE 1 TOWER 1, 9 & 10

SCALE / 比例	JOB NUMBER / 工程編號
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1: 300 A3	5466
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DATE / 日 月 年	DRAWING NUMBER / 圖號
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MAY 2019	DMC-05-2
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-	A	B	C				
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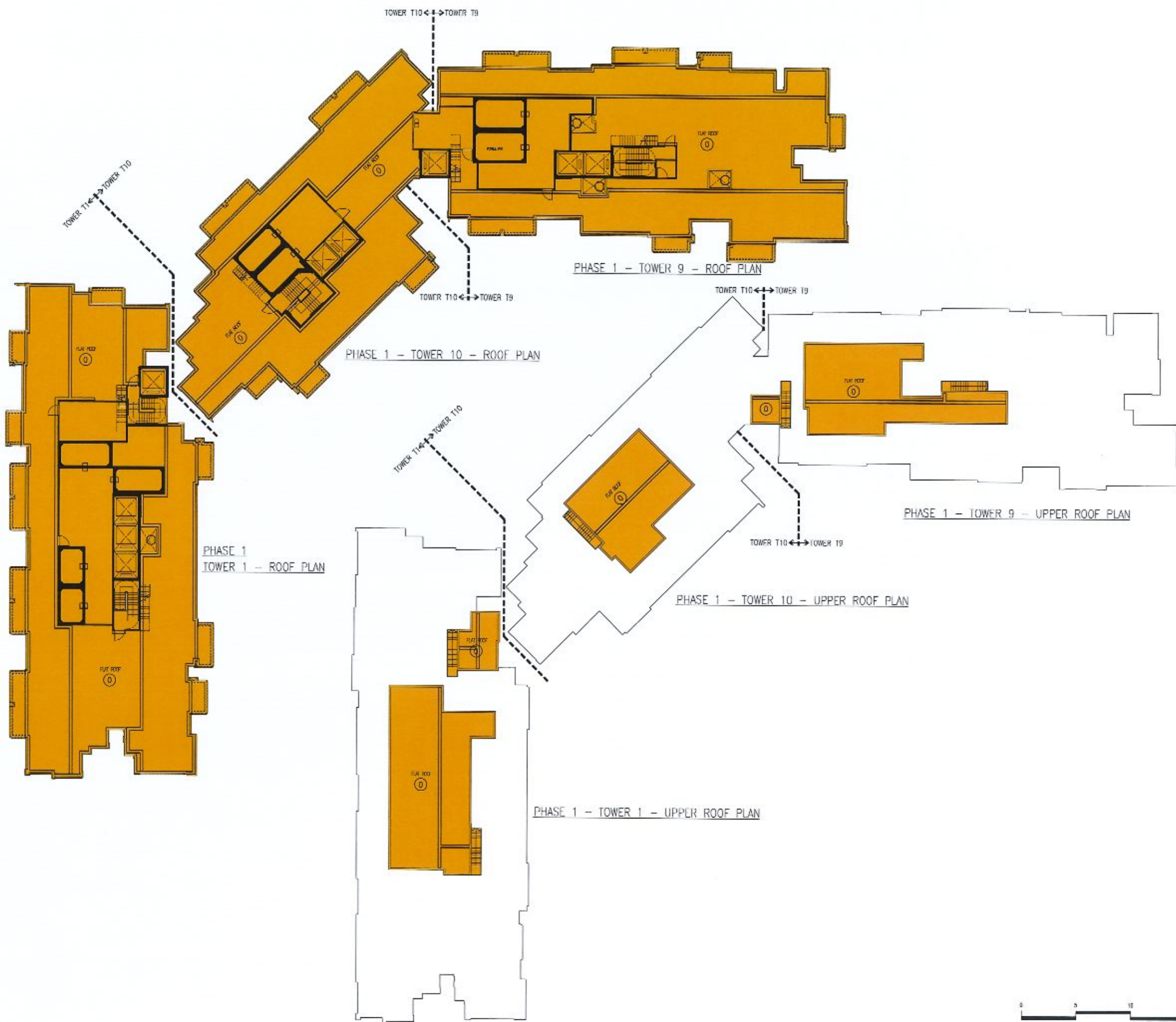
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DMC

LEGENDS:

ORANGE -
RESIDENTIAL COMMON AREAS

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming
CHAN WAN MING
 Architect/Engineer (Architect)
 DATE OF CERTIFICATION BY
 THE AUTHORIZED PERSON: 20 APRIL 2022

NO.	DATE	DESCRIPTION	BY	CHECKED	DATE
1	2022/04/20	DRAFT DMC			
2	2022/04/20	DRAFT DMC			
3	2022/04/20	DRAFT DMC			
4	2022/04/20	DRAFT DMC			
5	2022/04/20	DRAFT DMC			
6	2022/04/20	DRAFT DMC			
7	2022/04/20	DRAFT DMC			
8	2022/04/20	DRAFT DMC			
9	2022/04/20	DRAFT DMC			
10	2022/04/20	DRAFT DMC			

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PROJECT / 工程
 PROPOSED RESIDENTIAL DEVELOPMENT AT
 WLS1 RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
 PROPERTY DEVELOPMENT, YUEN LONG, N.T.
 LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖紙
 ROOF & UPPER ROOF
 PHASE 1 TOWER 1, 9 & 10

SCALE / 比例
 1: 350 A3
 DATE / 日期
 MAY 2019

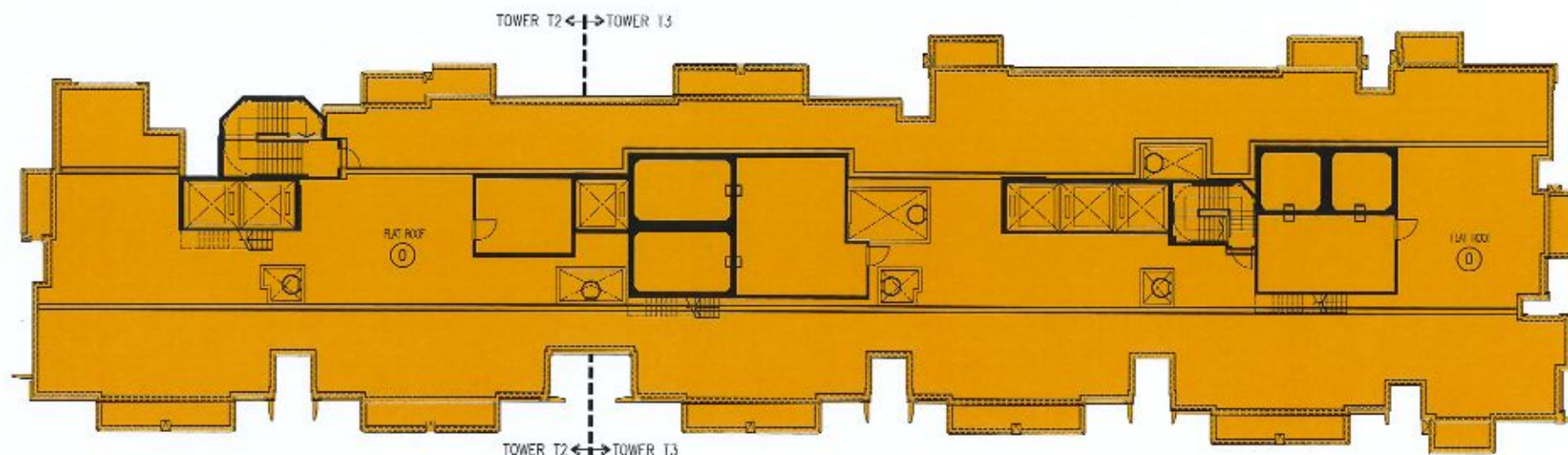
JOB NUMBER / 工程編號
 5466

DRAWING NUMBER / 圖號
 DMC-06

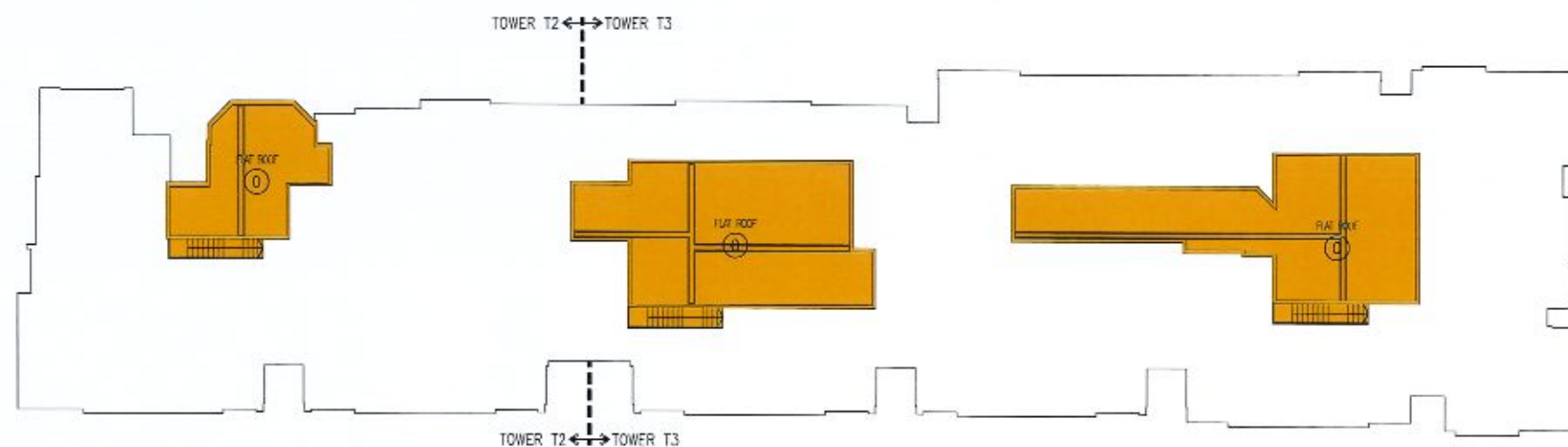
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0 5 10 15m
 SCALE: 1:350



PHASE 1 - TOWER 2 & 3 - ROOF PLAN



PHASE 1 - TOWER 2 & 3 - UPPER ROOF PLAN

DMC

LEGEND:



ORANGE
RESIDENTIAL COMMON AREAS

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming
CHAN WAN MING
Architect (Professional)
DATE OF CERTIFICATION BY
THE AUTHORIZED PERSON: 20 APRIL 2022

NO.	DATE	DESCRIPTION	BY	CHECKED	APPROVED
D	APR 2022	DRAFT DMC			
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A	OCT 2020	DRAFT DMC			
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PROJECT / 項目
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

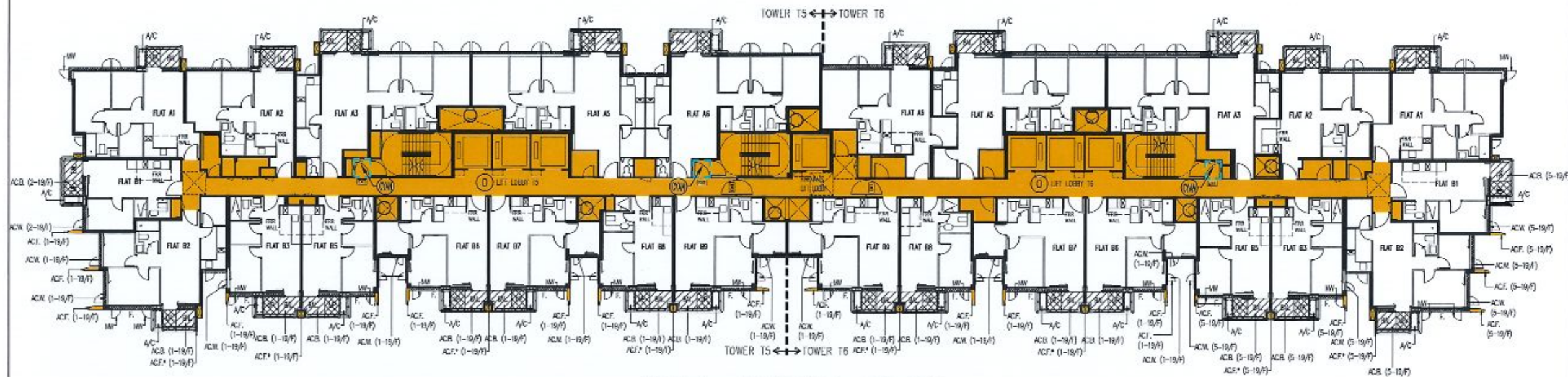
DRAWING / 圖紙
ROOF & UPPER ROOF
PHASE 1 TOWER 2 & 3

SCALE / 比例	JOB NUMBER / 工程編號
1: 300 A3	5466
DATE / 日期	DRAWING NUMBER / 圖號
MAY 2019	DMC-08
- A B C D	

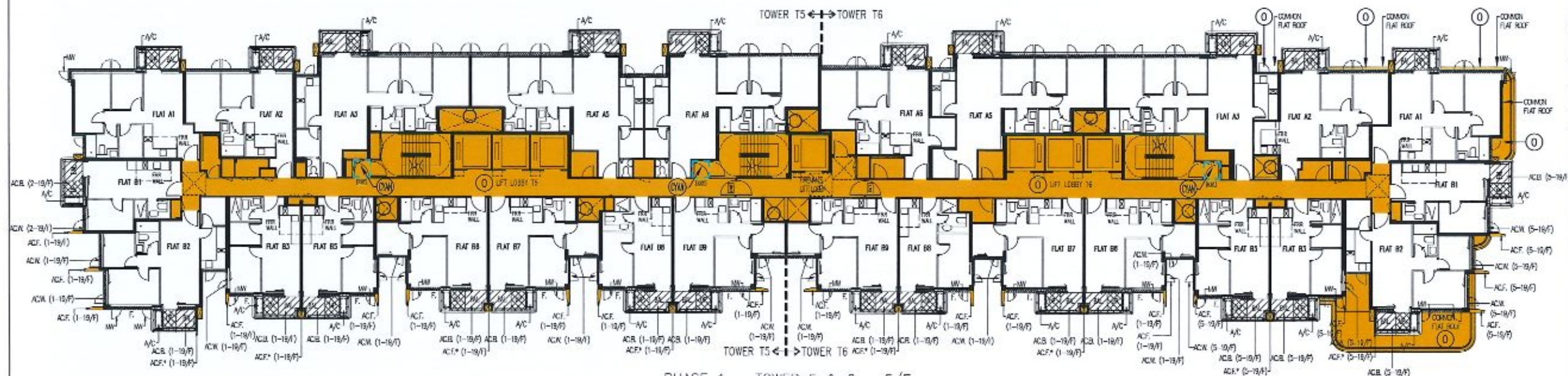
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0 5 10 15m
SCALE: 1:300

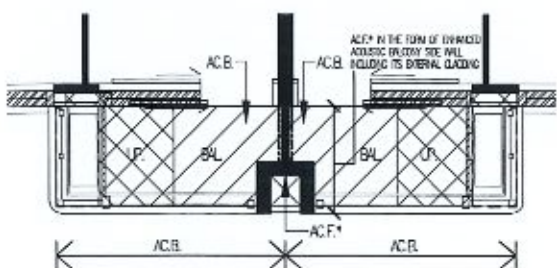


PHASE 1 - TOWER 5 & 6 - 6/F~19/F
NOTE: FLOOR NO. 13 & 14 OMITTED

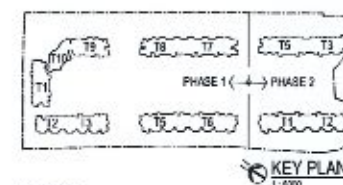


PHASE 1 - TOWER 5 & 6 - 5/F
NOTE: FLOOR NO. 4 OMITTED

REMARKS FOR A.C.F.:



DMC



LEGENDS:

- ORANGE - RESIDENTIAL COMMON AREAS
- HATCHED BLACK-BALCONY
- CROSS-HATCHED BLACK-UTILITY PLATFORM
- EDGED DOTTED CYAN-PROTECTED LOBBY TO A REQUIRED STAIRCASE
- SOUND ABSORPTIVE MATERIAL ENHANCED ACOUSTIC BALCONY (BAFFLE TYPE)
- A/C- AIR-CONDITIONING PLATFORM
- ACF- VERTICAL ACOUSTIC FIN (FULL HEIGHT)
- ACF* ACF IN THE FRONT OF ENHANCED ACOUSTIC BALCONY SIDE WALL (FULL HEIGHT)
- ACW- ACOUSTIC WINDOW (BAFFLE TYPE)
- F- FIXED GLAZING
- MW- MAINTENANCE WINDOW
- FRR WALL- FRR WALL FOR OPEN KITCHEN (FULL HEIGHT)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming
CHAN WAN MING
REGISTERED PROFESSIONAL ARCHITECT
DATE OF CERTIFICATION BY THE AUTHORIZED PERSON: 20 APRIL 2022

NO.	DATE	DESCRIPTION	BY	CHECKED	APPROVED
1	JAN 2022	DRAFT DMC			
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3	JUN 2021	DRAFT DMC			
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5					
6					
7					
8					
9					
10					

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PROJECT / 工程項目:
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

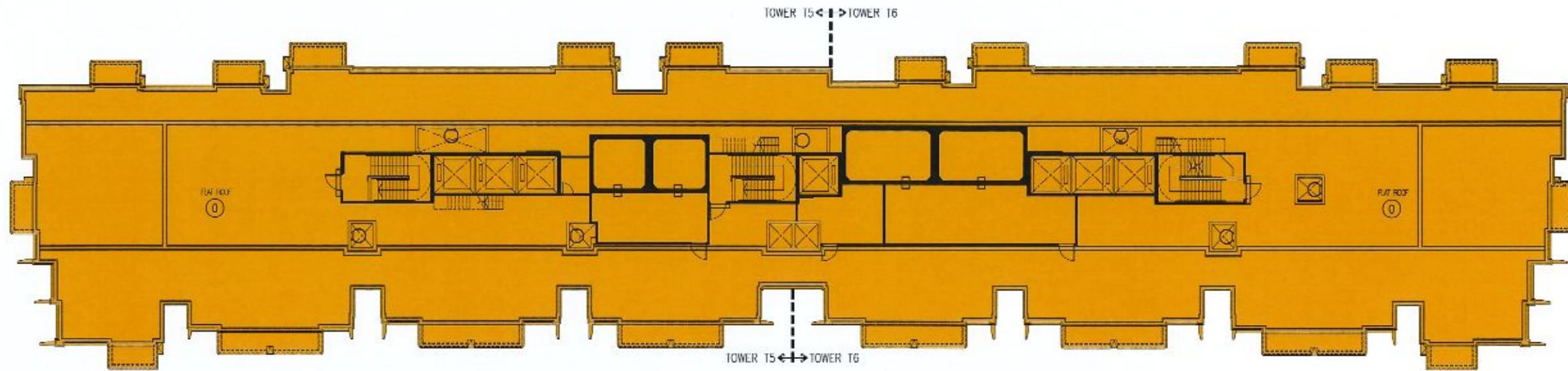
DRAWING / 圖號:
5TH TO 19TH FLOOR PLAN
PHASE 1 TOWER 5 & 6

SCALE / 比例: 1:300 A3
JOB NUMBER / 工程編號: 5466
DATE / 日期: MAY 2019
DRAWING NUMBER / 圖號: DMC-09-1

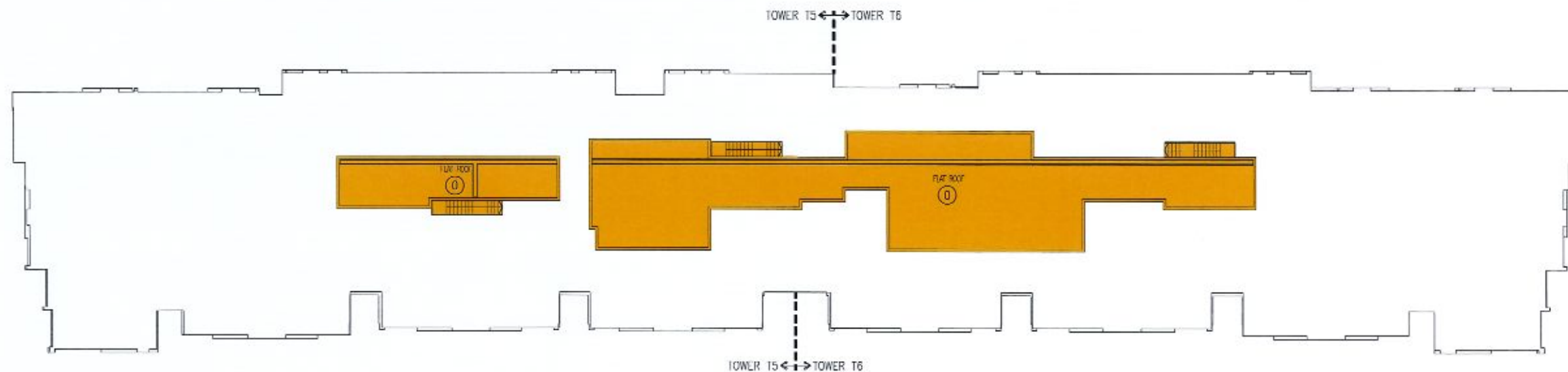
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SCALE: 1:300



PHASE 1 - TOWER 5 & 6 - ROOF PLAN

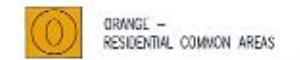


PHASE 1 - TOWER 5 & 6 - UPPER ROOF PLAN



DMC

LEGEND:



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming
CHAN WAN MING
Authorized Person (Architect)
DATE OF CERTIFICATION BY
THE AUTHORIZED PERSON: 20 APRIL 2022

NO.	DATE	DESCRIPTION	BY	CHECKED	APPROVED
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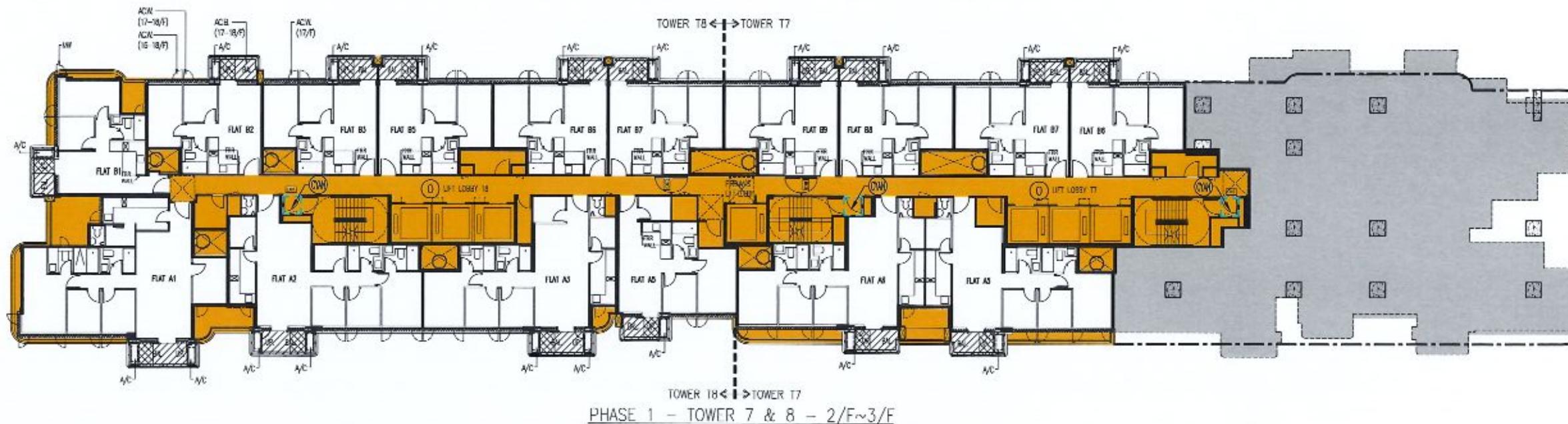
PROJECT / 工程
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YULN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名
ROOF & UPPER ROOF
PHASE 1 TOWER 5 & 6

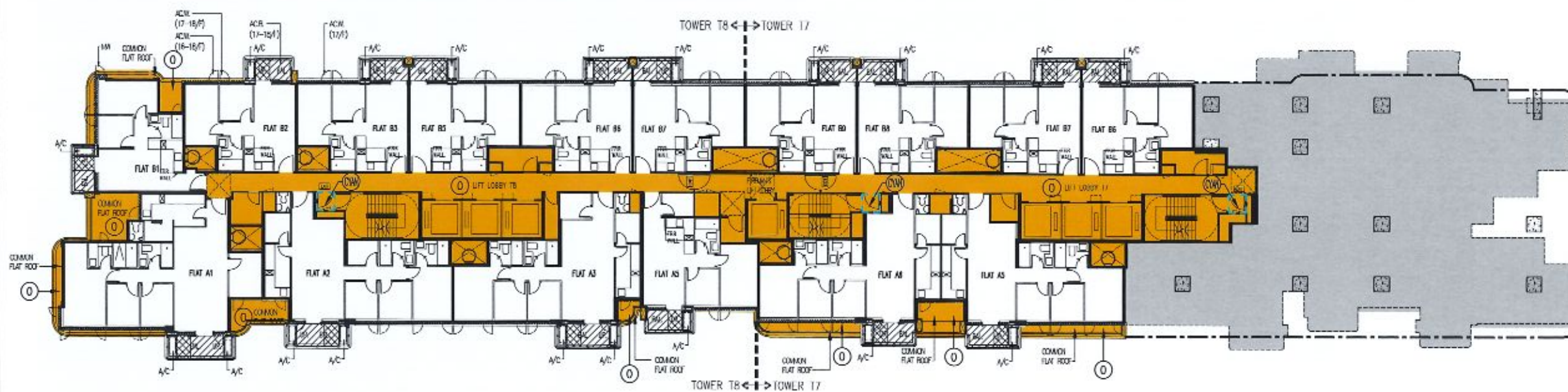
SCALE / 比例	JOB NUMBER / 工程編號
1: 300 A3	5466
DATE / 日期	DRAWING NUMBER / 圖號
MAY 2019	DMC-10

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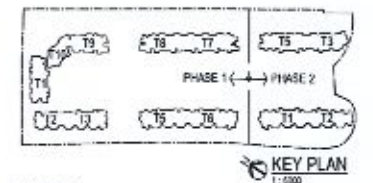


PHASE 1 - TOWER 7 & 8 - 2/F~3/F



PHASE 1 - TOWER 7 & 8 - 1/F

DMC



LEGENDS:

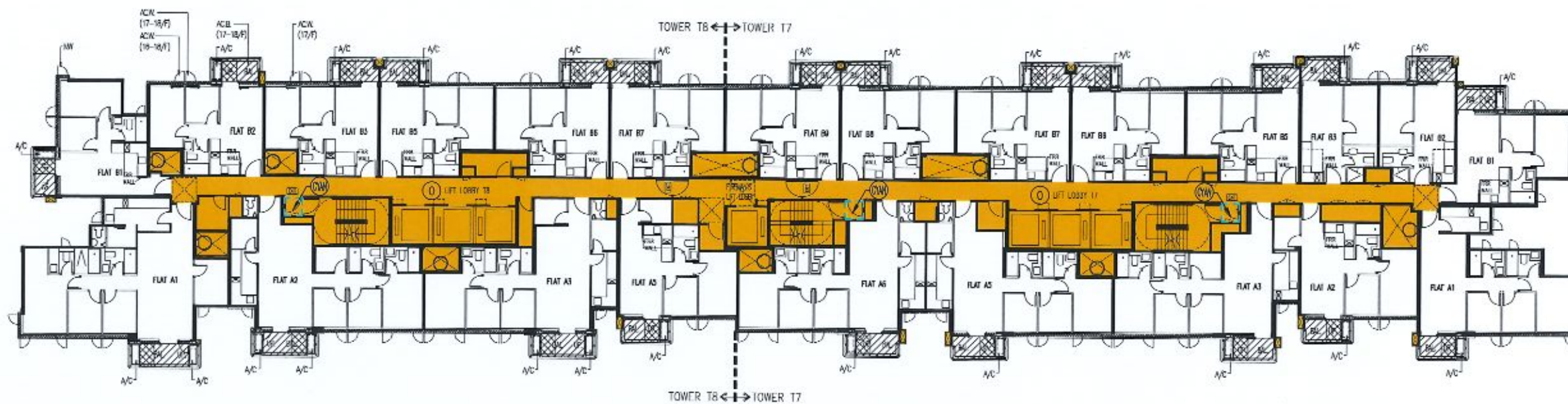
- ORANGE - RESIDENTIAL COMMON AREAS
- HATCHED BLACK - BALCONY
- CROSS-HATCHED BLACK - UTILITY PLATFORM
- EDGED DOTTED CYAN - PROTECTED LOBBY TO A REQUIRED STAIRCASE
- SOUND ABSORPTIVE MATERIAL ENHANCED ACOUSTIC BALCONY (BAFFLE TYPE)
- A/C - AIR-CONDITIONING PLATFORM
- A.C.F. - VERTICAL ACOUSTIC FIN (FULL HEIGHT)
- A.C.F.+ - A.C.F. IN THE FRONT OF ENHANCED ACOUSTIC BALCONY SIDE WALL (FULL HEIGHT)
- A.C.W. - ACOUSTIC WINDOW (BAFFLE TYPE)
- F. - FIXED GLAZING
- MW - MAINTENANCE WINDOW
- FRR WALL - FRR WALL FOR OPEN KITCHEN (FULL HEIGHT)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

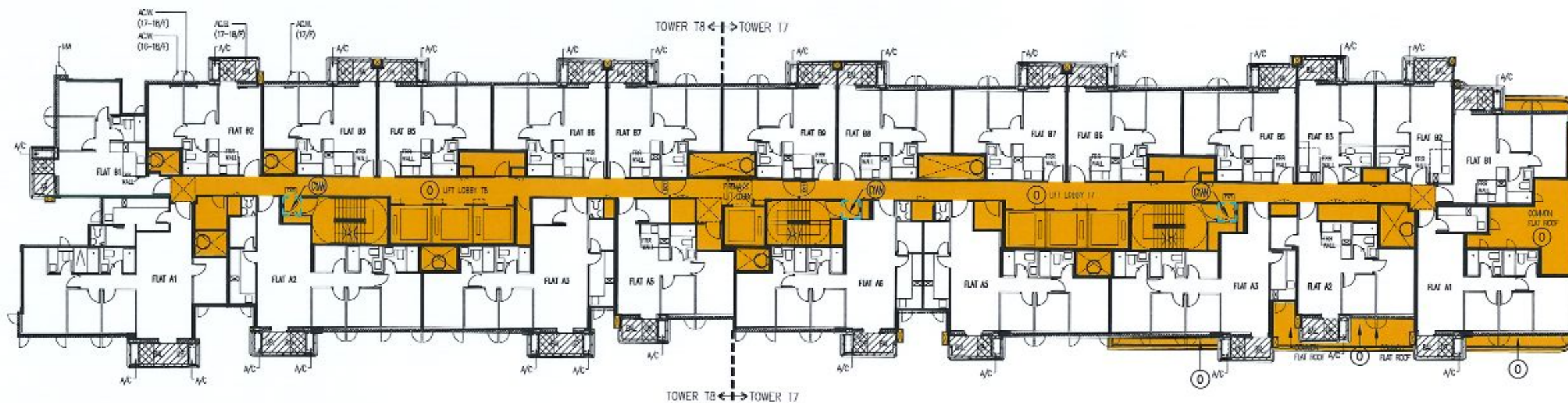
CHAN WAN MING
Authorized Person (Architect)

DATE OF CERTIFICATION BY THE AUTHORIZED PERSON: 20 APRIL 2022

0	APR 2022	DMAT DMC			
1	MAY 2022	DMAT DMC			
2	JUN 2022	DMAT DMC			
3	JUL 2022	DMAT DMC			
4	AUG 2022	DMAT DMC			
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25	MAY 2024	DMAT DMC			
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29	SEP 2024	DMAT DMC			
30	OCT 2024	DMAT DMC			
31	NOV 2024	DMAT DMC			
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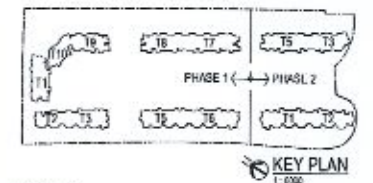


PHASE 1 - TOWER 7 & 8 - 6/F~19/F
NOTE: FLOOR NO. 13 & 14 OMITTED



PHASE 1 - TOWER 7 & 8 - 5/F
NOTE: FLOOR NO. 4 OMITTED

DMC



LEGENDS:

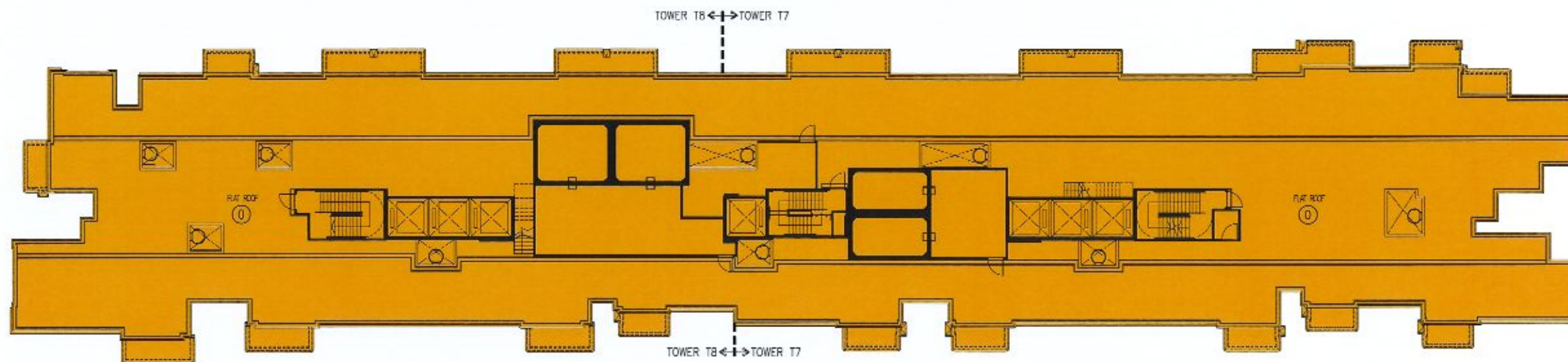
- ORANGE - RESIDENTIAL COMMON AREAS
- HATCHED BLACK-BALCONY
- CROSS-HATCHED BLACK - UTILITY PLATFORM
- EDGED DOTTED CYAN - PROTECTED LOBBY TO A REQUIRED STAIRCASE
- SOUND ABSORPTIVE MATERIAL ENHANCED ACOUSTIC BALCONY (BAFFLE TYPE)
- A/C - AIR-CONDITIONING PLATFORM
- A/C.F. - VERTICAL ACOUSTIC FIN (FULL HEIGHT)
- A/C.F.* - A/C.F. IN THE FROM OF ENHANCED ACOUSTIC BALCONY SIDE WALL (FULL HEIGHT)
- A.C.W. - ACOUSTIC WINDOW (BAFFLE TYPE)
- F. - FIXED GLAZING
- MW - MAINTENANCE WINDOW
- FRR WALL - FRR WALL FOR OPEN KITCHEN (FULL HEIGHT)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

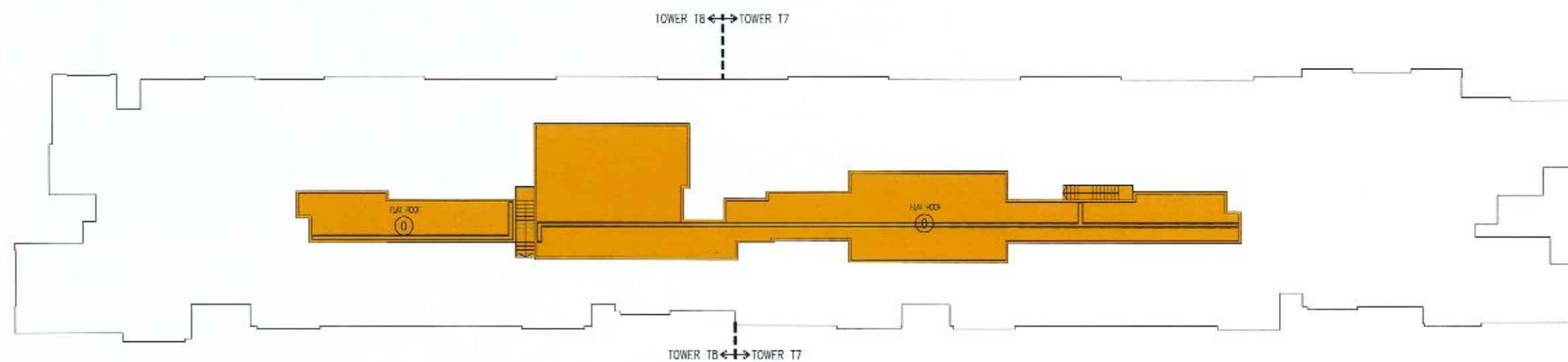
Chan Wan Ming
CHAN WAN MING
Authorized Person (Architect)
DATE OF CERTIFICATION BY THE AUTHORIZED PERSON: 20 APRIL 2022

B	JAN 2022	DRAFT DMC			
A	JAN 2022	DRAFT DMC			
-	JUN 2021	DRAFT DMC			
REVISION	NO.	DATE	REVISION	NO.	DATE

P&T Architects and Engineers Ltd
巴馬丹拿建築及工程師有限公司
11/F, 110-111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 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PHASE 1 - TOWER 7 & 8 - ROOF PLAN



PHASE 1 - TOWER 7 & 8 - UPPER ROOF PLAN

DMC

LEGEND:

ORANGE -
RESIDENTIAL COMMON AREAS

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming
CHAN WAN MING
Architect (Professional)
DATE OF CERTIFICATION BY
THE AUTHORIZED PERSON: 20 APRIL 2022

NO.	REV.	DATE	DESCRIPTION	BY	CHECKED	APPROVED
D	APR 2022	DRAFT DMC				
C	JUN 2021	DRAFT DMC				
B	FEB 2021	DRAFT DMC				
A	OCT 2020	DRAFT DMC				
-	FEB 2020	DRAFT DMC				

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PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

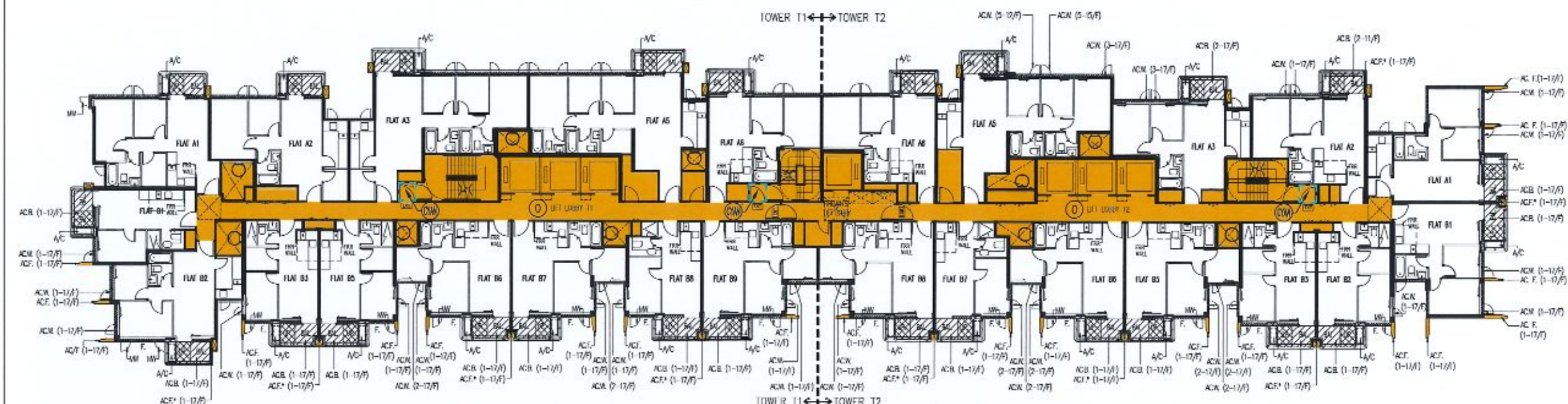
DRAWING / 圖名
ROOF & UPPER ROOF
PHASE 1 TOWER 7 & 8

SCALE / 比例	JOB NUMBER / 工程編號
1: 300 A3	5466
DATE / 日期	DRAWING NUMBER / 圖號
MAY 2019	DMC-12
	- A B C D

DESIGNED / 設計	CHECKED / 審核	APPROVED / 批准

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SCALE: 1:300

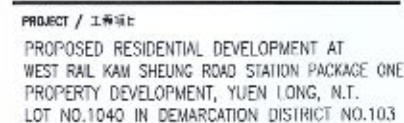
[illegible][illegible]

PHASE 1 (←) PHASE 2

KEY PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

4	APR 2022	DRIFT DWD			
5	JAN 2022	DRIFT DWD			
6	OCT 2021	DRIFT DWD			
7	JUN 2021	DRIFT DWD			
8	APR 2021	DRIFT DWD			
9	FEB 2021	DRIFT DWD			
10	OCT 2020	DRIFT DWD			
11	APR 2020	DRIFT DWD			
12	FEB 2020	DRIFT DWD			



1ST TO 17TH FLOOR PLAN
PHASE 2 TOWER 1 & 2

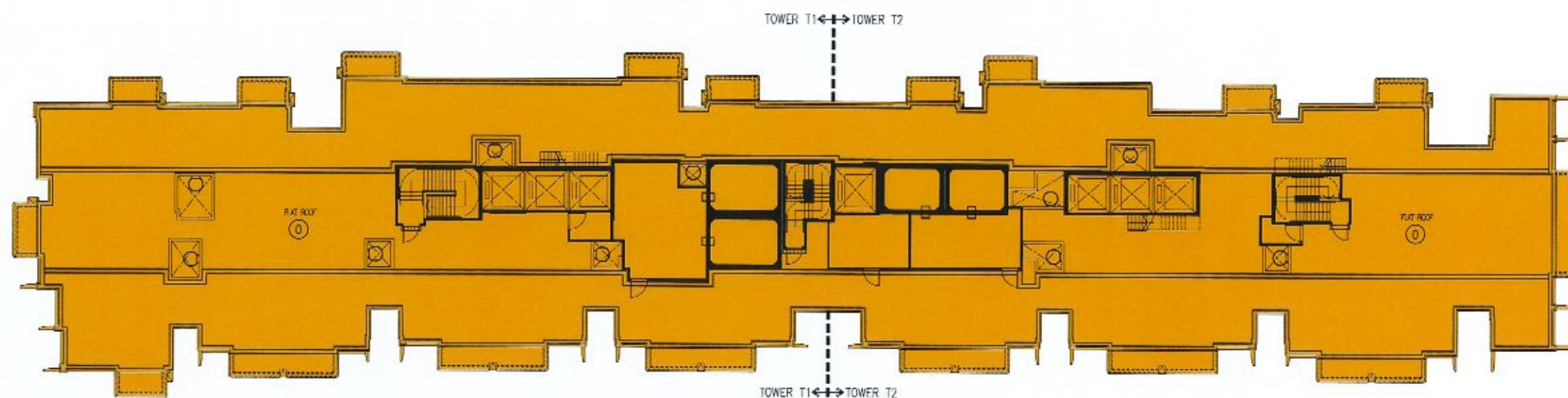
SCALE / 比例	JOB NUMBER / 工程編號
1: 300 A3	5466
DATE / 日期	DRAWING NUMBER / 圖號
MAY 2019	DMC-13

DESIGNED / 設計	CHECKED / 查核	APPROVED / 批准
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0 5 10 15

SCALE: 1:300

LEGENDS:



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CHAN WAN MING
Authorized Person (Architect)
DATE OF CERTIFICATION BY
THE AUTHORIZED PERSON: 20 APRIL 2022

D	APR 2022	DRAFT QMC			
C	JUN 2021	DRAFT QMC			
R	FEB 2021	DRAFT QMC			
A	OCT 2020	DRAFT QMC			
-	FEB 2020	DRAFT QMC			
Notes	KWZ/201	m0006 / 011	ANDY	S&C/B	M0006 / 011



PROJECT / 工程项目

PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名

ROOF & UPPER ROOF
PHASE 2 TOWER 1 & 2

SCALE / 比例

1: 300 A3

DATE / 日期

MAY 2019

JOB NUMBER / 工 程 填 表

5455

DRAWING NUMBER / 図號

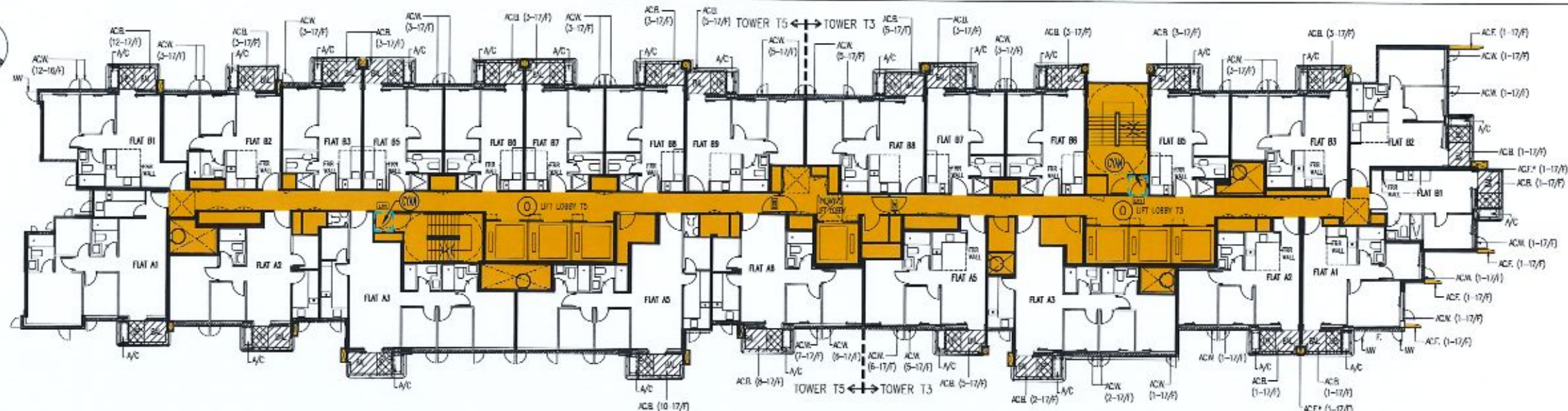
DMC-14

DESIGNED / 23

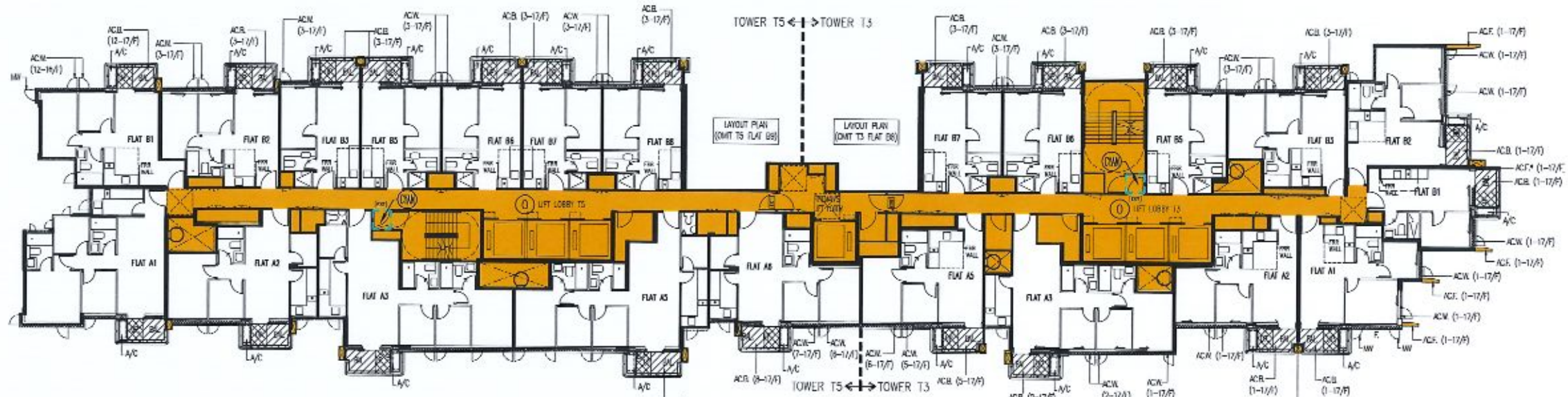
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CHECKED / #																																																																																																			

APPROVED / 批准

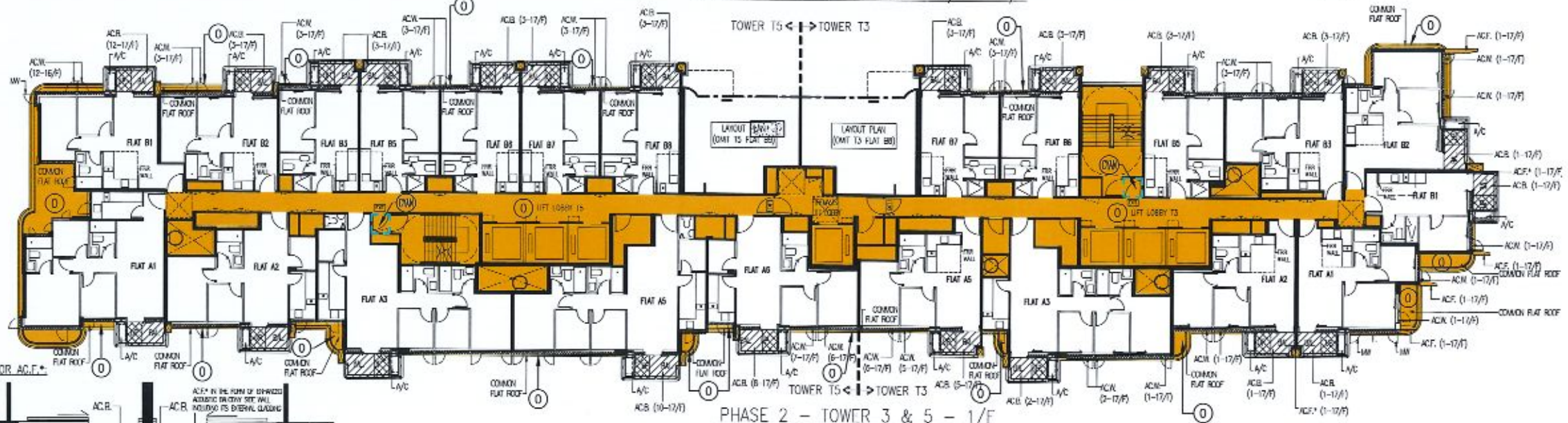
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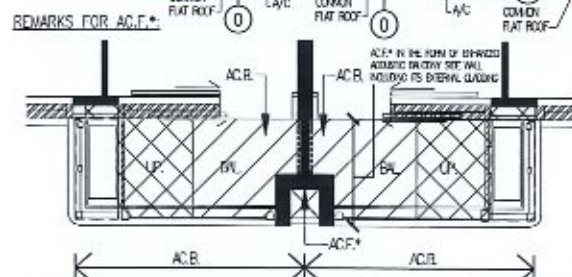
PHASE 2 - TOWER 3 & 5 - 5/F~17/F NOTE: FLOOR NO. 4, 13 & 14 OMITTED



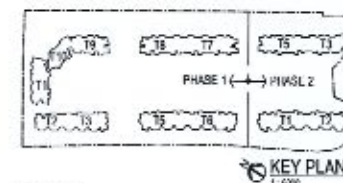
PHASE 2 - TOWER 3 & 5 - 2/F & 3/F



PHASE 2 - TOWER 3 & 5 - 1/F



DMC



- LEGENDS:
- ORANGE - RESIDENTIAL COMMON AREAS
 - HATCHED BLACK - BALCONY
 - CROSS-HATCHED BLACK - UTILITY PLATFORM
 - EDGED DOTTED CYAN - PROTECTED LOBBY TO A REQUIRED STAIRCASE
 - SOUND ABSORBENT MATERIAL ENHANCED ACOUSTIC BALCONY (BAFFLE TYPE)
 - A/C - AIR-CONDITIONING PLATFORM
 - AC.F. - VERTICAL ACOUSTIC FIN (FULL HEIGHT)
 - AC.F.* - AC.F. IN THE FRONT OF ENHANCED ACOUSTIC BALCONY SIDE WALL (FULL HEIGHT)
 - AC.W. - ACOUSTIC WINDOW (BAFFLE TYPE)
 - F. - FIXED GLAZING
 - MW - MAINTENANCE WINDOW
 - FRR WALL - FRR WALL FOR OPEN KITCHEN (FULL HEIGHT)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming
CHAN WAN MING
Architect (Professional)
DATE OF CERTIFICATION BY THE AUTHORIZED PERSON: 20 APRIL 2022

5	APR 2022	DRAFT DMC			
6	JAN 2022	DRAFT DMC			
7	DEC 2021	DRAFT DMC			
8	JUN 2021	DRAFT DMC			
9	APR 2021	DRAFT DMC			
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12	FEB 2020	DRAFT DMC			
13	MAY 2019	DRAFT DMC			

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PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT AT WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖紙
1ST TO 17TH FLOOR PLAN
PHASE 2 TOWER 3 & 5

SCALE / 比例	JOB NUMBER / 工程號碼
1: 300 A3	5466
DATE / 日期	DRAWING NUMBER / 圖紙號碼
MAY 2019	DMC-15
DESIGNED / 設計	CHECKED / 校核
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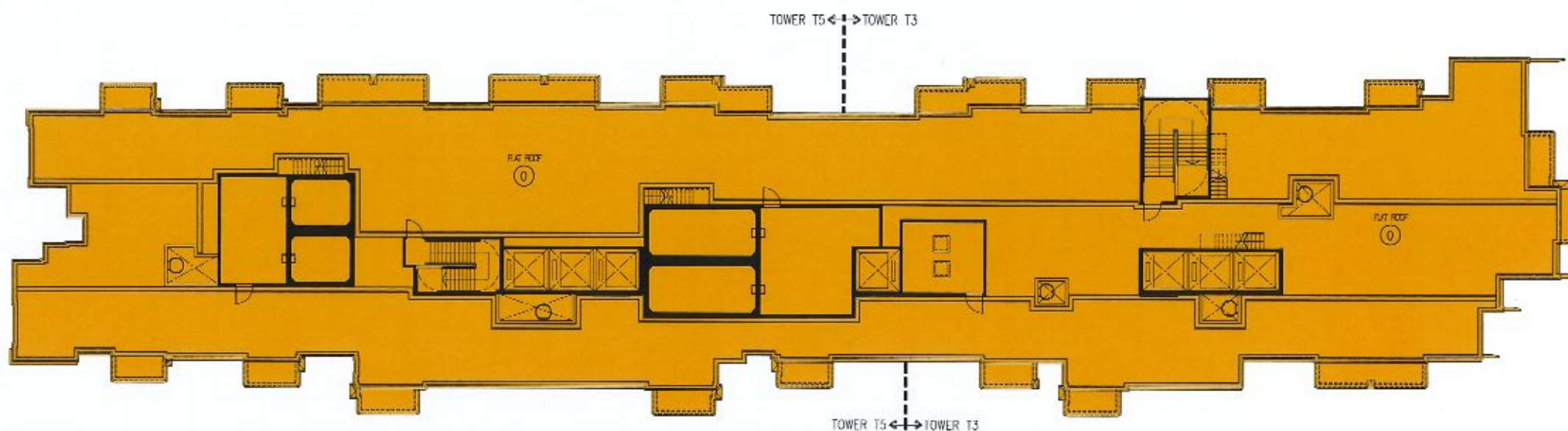
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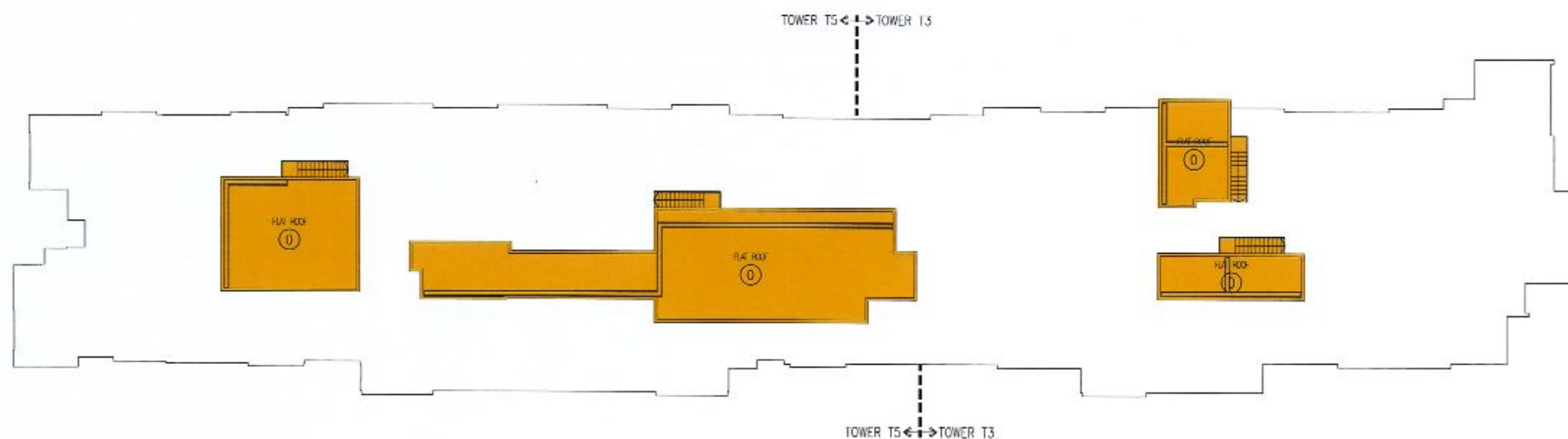
DMC

LEGEND:

ORANGE -
RESIDENTIAL COMMON AREAS



PHASE 2 - TOWER 3 & 5 - ROOF PLAN



PHASE 2 - TOWER 3 & 5 - UPPER ROOF PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming
CHAN WAN MING
Authorized Person (Architect)
DATE OF CERTIFICATION BY
THE AUTHORIZED PERSON: 20 APRIL 2022

NO.	DATE	DESCRIPTION	BY	CHECKED	APPROVED
1	APR 2022	DRAFT DMC			
2	JUN 2021	DRAFT DMC			
3	FEB 2021	DRAFT DMC			
4	OCT 2020	DRAFT DMC			
5	FEB 2020	DRAFT DMC			

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PROJECT / 項目
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN ULMARCAION DISTRICT NO.103

DRAWING / 圖名
ROOF & UPPER ROOF
PHASE 2 TOWER 3 & 5

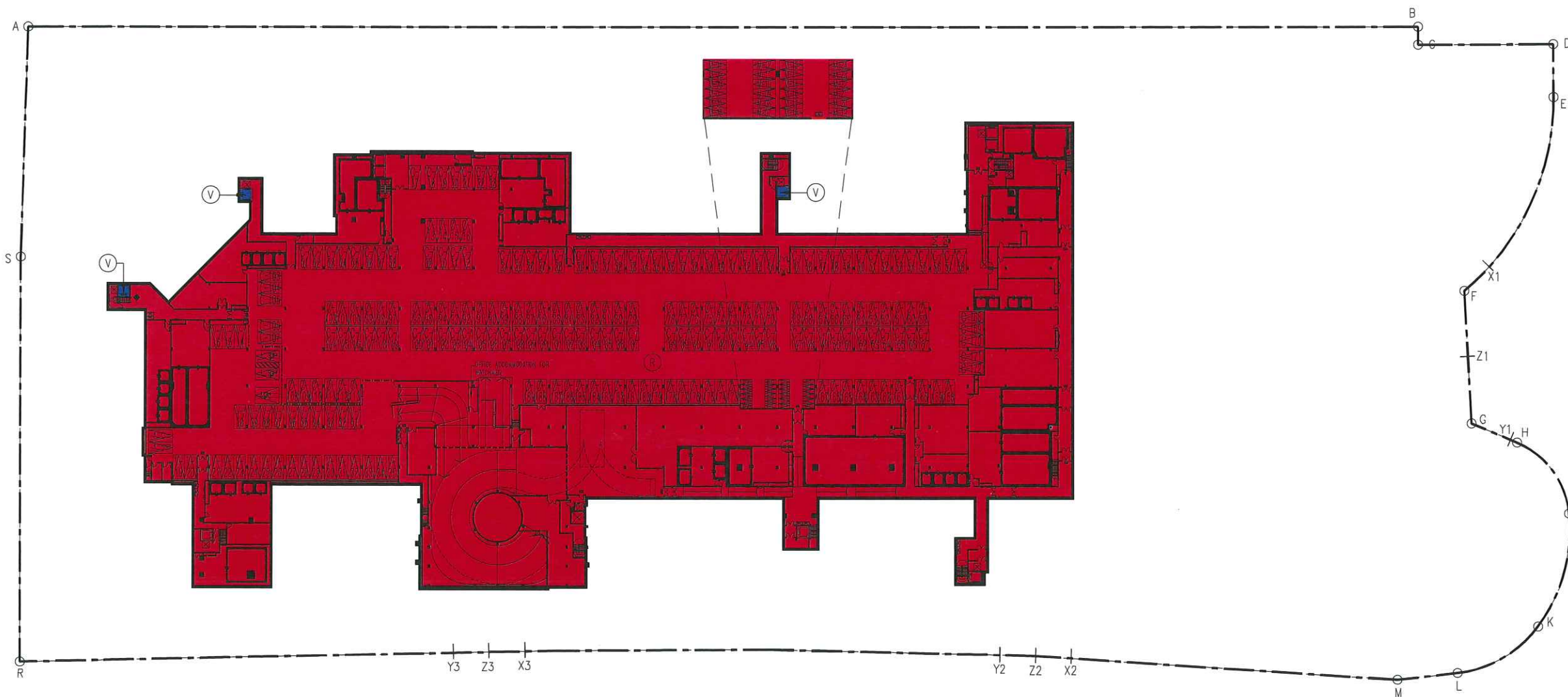
SCALE / 比例
1: 300 A3
DATE / 日期
MAY 2019

JOB NUMBER / 工程編號
5466
DRAWING NUMBER / 圖號
DMC-15

DESIGNED / 設計
CHECKED / 校核
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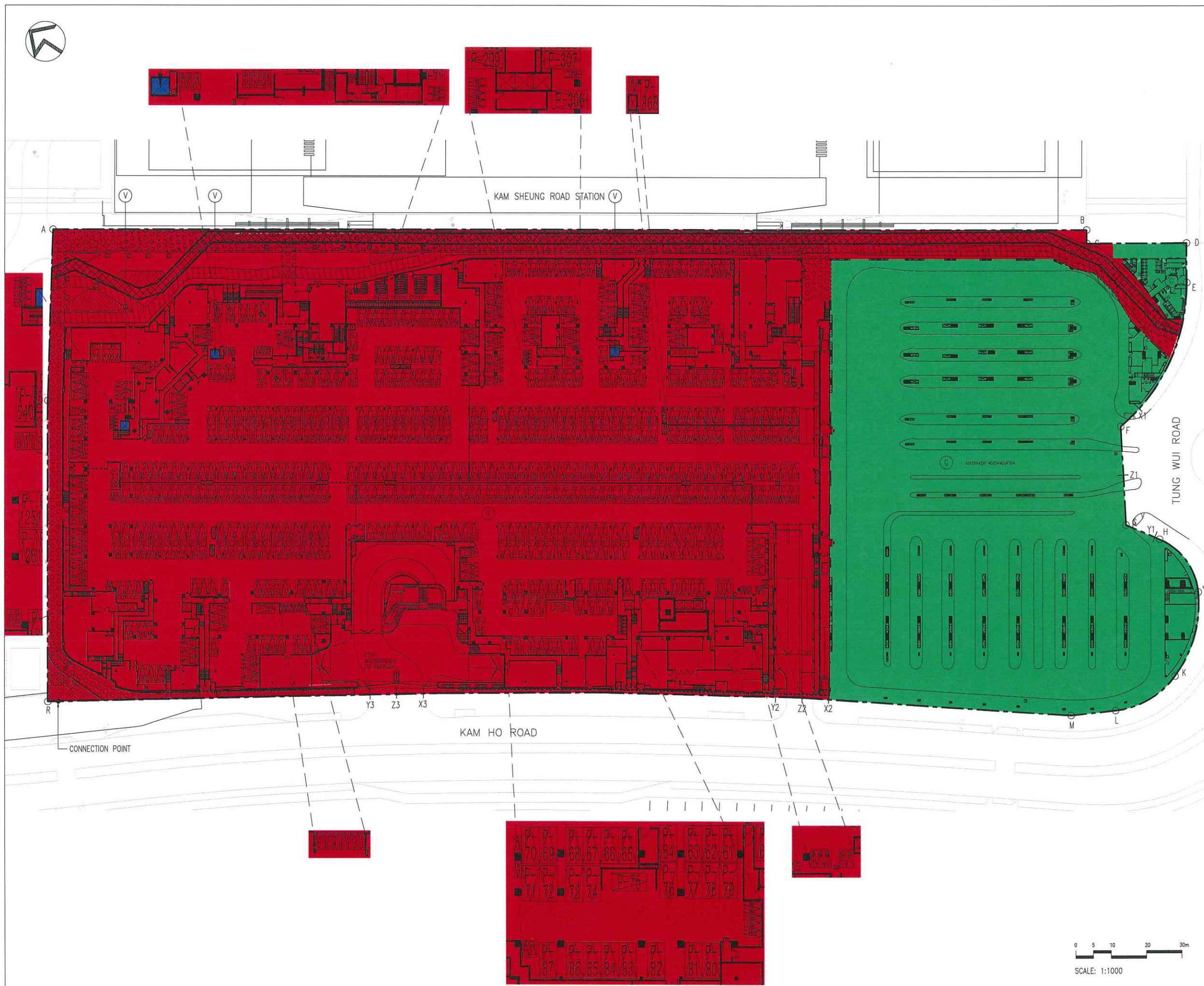
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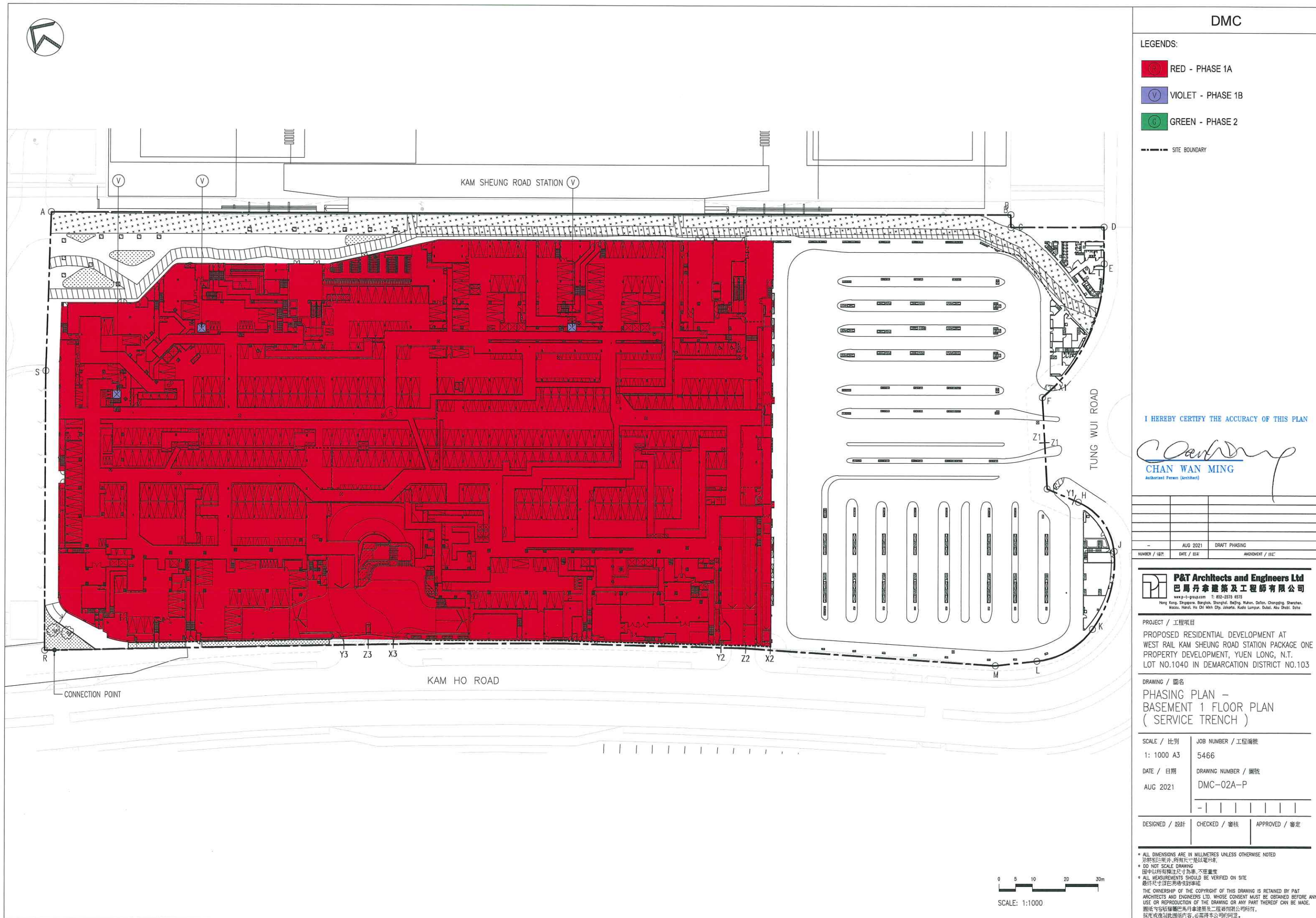
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0 5 10 20 30
SCALE: 1:1000



LEGENDS:

 RED - PHASE 1A
 VIOLET - PHASE 1B
 GREEN - PHASE 2

SITE BOUNDARY

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Authorized Person (Architect)

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PROJECT / 工程项目
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名
PHASING PLAN -
BASEMENT 1 FLOOR PLAN
(SERVICE TRENCH)

SCALE / 比例	JOB NUMBER / 工程編號						
1: 1000 A3	5466						
DATE / 日期	DRAWING NUMBER / 圖號						
AUG 2021	DMC-02A-P						
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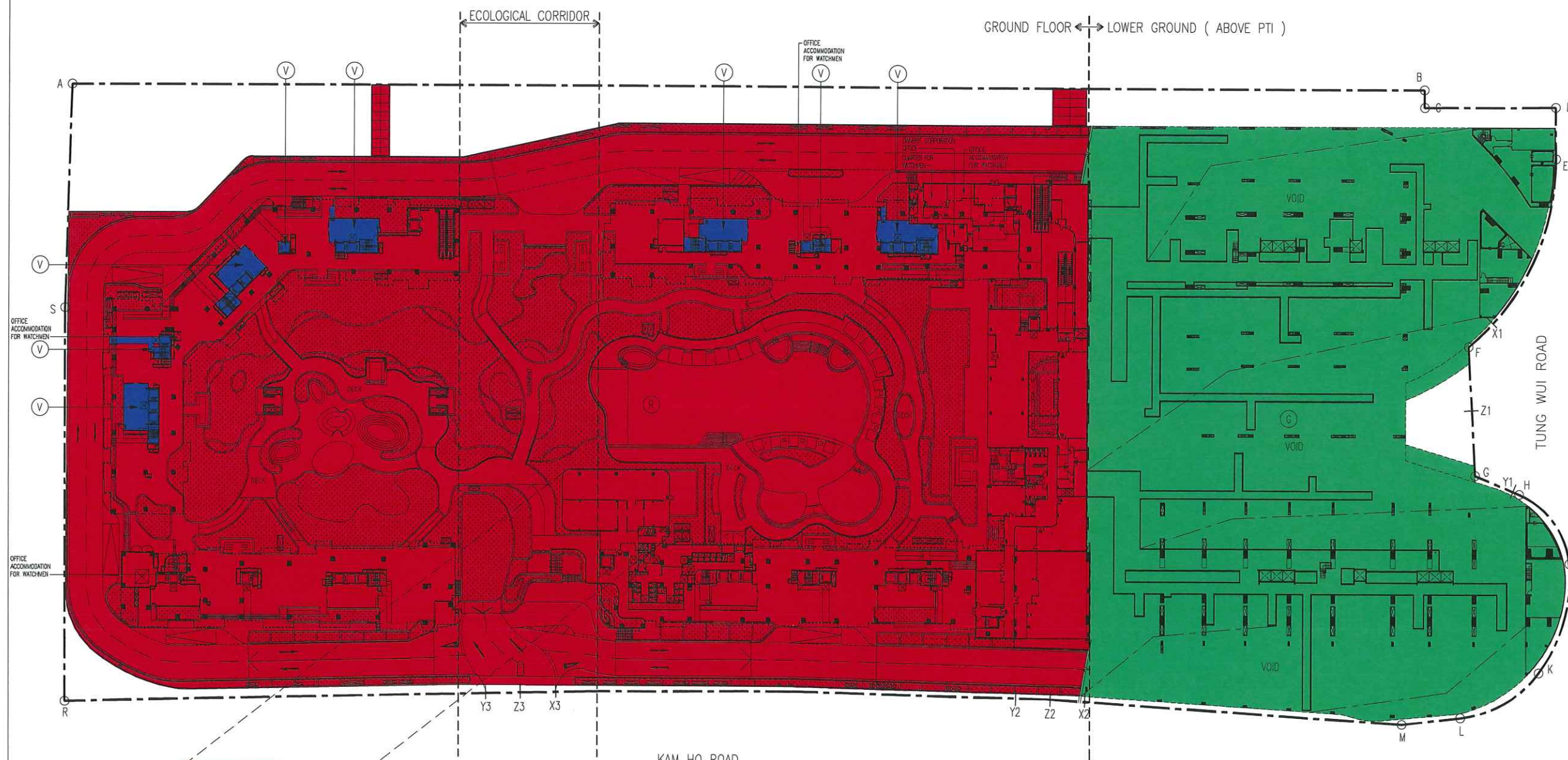
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KAM SHEUNG ROAD STATION



PART PLAN OF ROOF
OF CLUB HOUSE

DMC

LEGENDS:

- RED - PHASE 1A
- VIOLET - PHASE 1B
- GREEN - PHASE 2

--- SITE BOUNDARY

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PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名
PHASING PLAN -
LOWER GROUND &
GROUND FLOOR PLAN

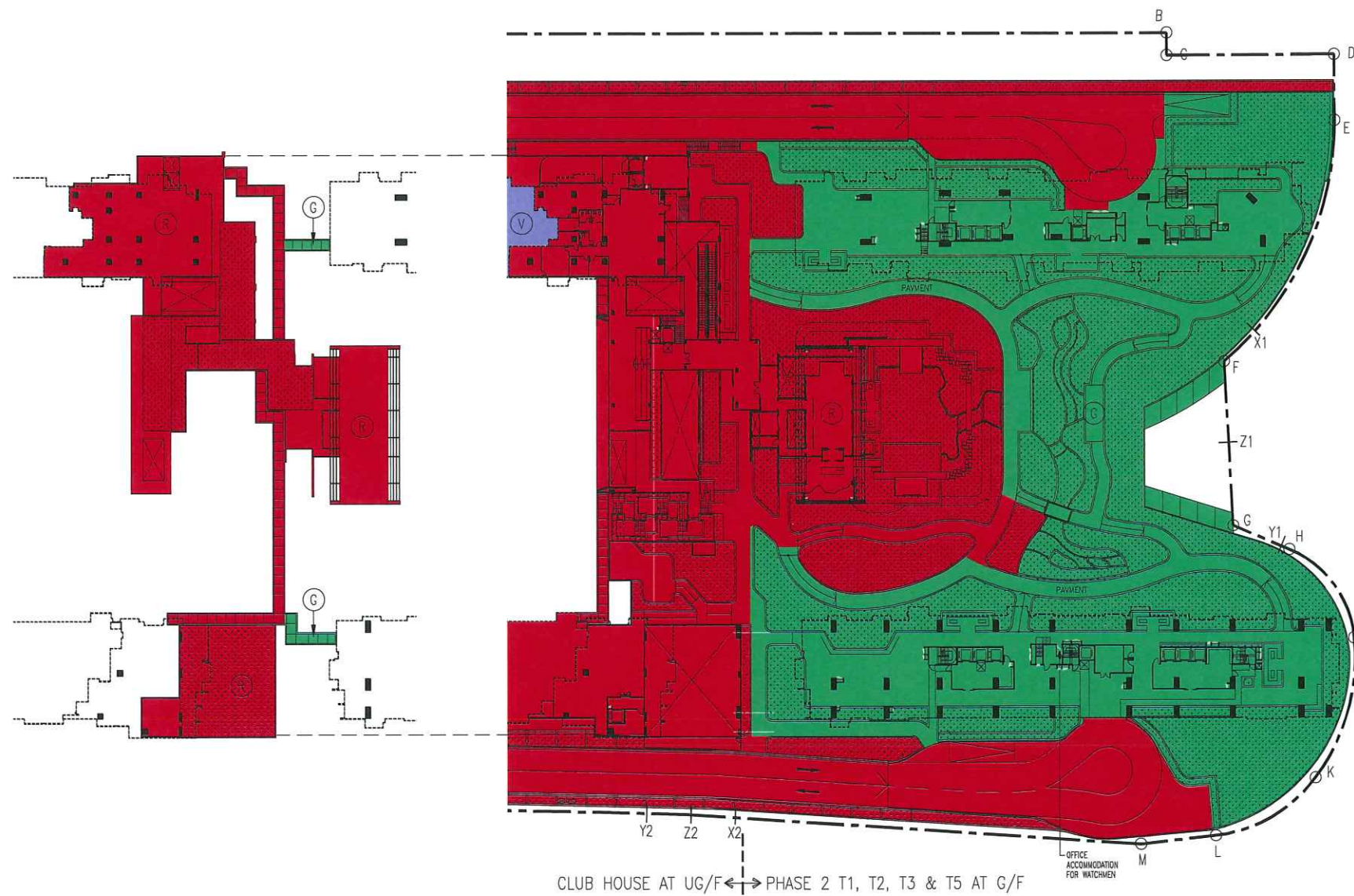
SCALE / 比例	JOB NUMBER / 工程編號
1: 1000 A3	5466
DATE / 日期	DRAWING NUMBER / 圖號
AUG 2021	DMC-03-P

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0 5 10 20 30m
SCALE: 1:1000



CLUB HOUSE ROOF PLAN

G/F & UG/F PLAN
(CLUB HOUSE AT UG/F & PHASE 2 T1, T2, T3 & T5 AT G/F)

DMC

LEGENDS:

- RED - PHASE 1A
- VIOLET - PHASE 1B
- GREEN - PHASE 2
- SITE BOUNDARY

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Chan Wan Ming
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PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名
PHASING PLAN -
G/F, UG/F &
CLUBHOUSE ROOF PLAN

SCALE / 比例	JOB NUMBER / 工程編號
1: 600 A3	5466
DATE / 日期	DRAWING NUMBER / 圖號
AUG 2021	DMC-04-P

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0 5 10 20 30m
SCALE: 1:1000



LEGENDS:

 RED - PHASE 1A

 VIOLET - PHASE 1B

 GREEN - PHASE 2

SITE BOUNDARY

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—	AUG 2021	DRAFT PHASING
NUMBER / USE*	DATE / USE	AMENDMENT / USE*



PROJECT / 工程项目

PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名

PHASING PLAN -
1ST FLOOR PLAN
PHASE 1 TOWER 1, 9 & 10

SCALE / 比例	JOB NUMBER / 工程編號
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1: 300 A3	5466
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DATE / 日期	DRAWING NUMBER / 圖號
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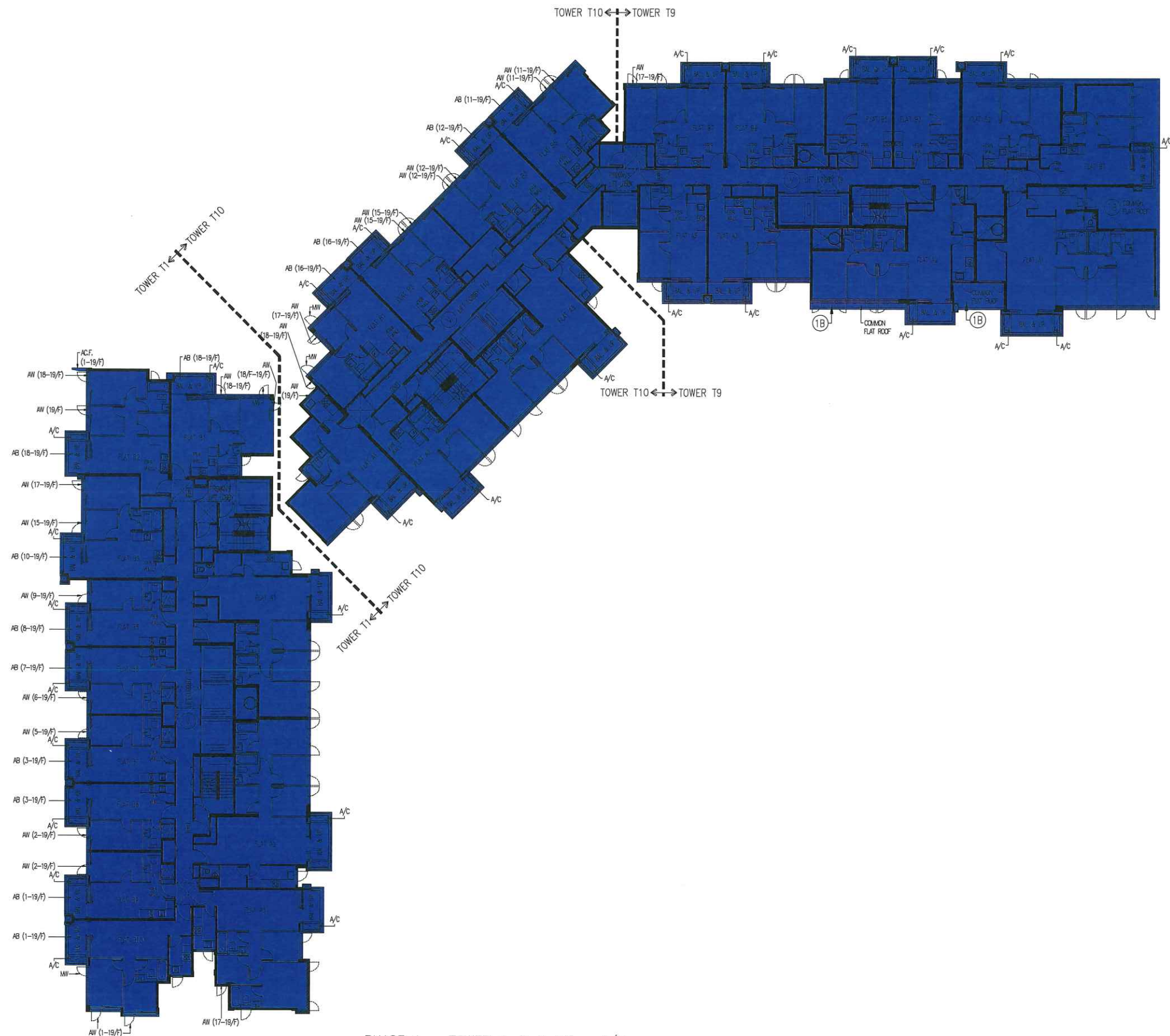
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0 5 10 15

SCALE: 1:300

PHASE 1 - TOWER 1, 9 & 10 - 1/F



PHASE 1 - TOWER 1, 9 & 10 - 2/F

DMC

LEGENDS:

- RED - PHASE 1A
- VIOLET - PHASE 1B
- GREEN - PHASE 2

--- SITE BOUNDARY

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NUMBER / 圖號	DATE / 日期	AMENDMENT / 修訂
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PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名
PHASING PLAN -
2ND FLOOR PLAN
PHASE 1 TOWER 1, 9 & 10

SCALE / 比例	JOB NUMBER / 工程編號
1: 300 A3	5466
DATE / 日期	DRAWING NUMBER / 圖號
AUG 2021	DMC-05-1-P
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LEGENDS:

RED - PHASE 1A

VIOLET - PHASE 1B

GREEN - PHASE 2

--- SITE BOUNDARY

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-	AUG 2021	DRAFT PHASING
NUMBER / 1022	DATE / 日期	AMENDMENT / 1027



PROJECT / 工程项目

PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名

PHASING PLAN -
3RD TO 19TH FLOOR PLAN
PHASE 1 TOWER 1 , 9 & 10

SCALE / 比例	JOB NUMBER / 工程編號
1: 300 A3	5466
DATE / 日期	DRAWING NUMBER / 圖號
AUG 2021	DMC-05-2-P

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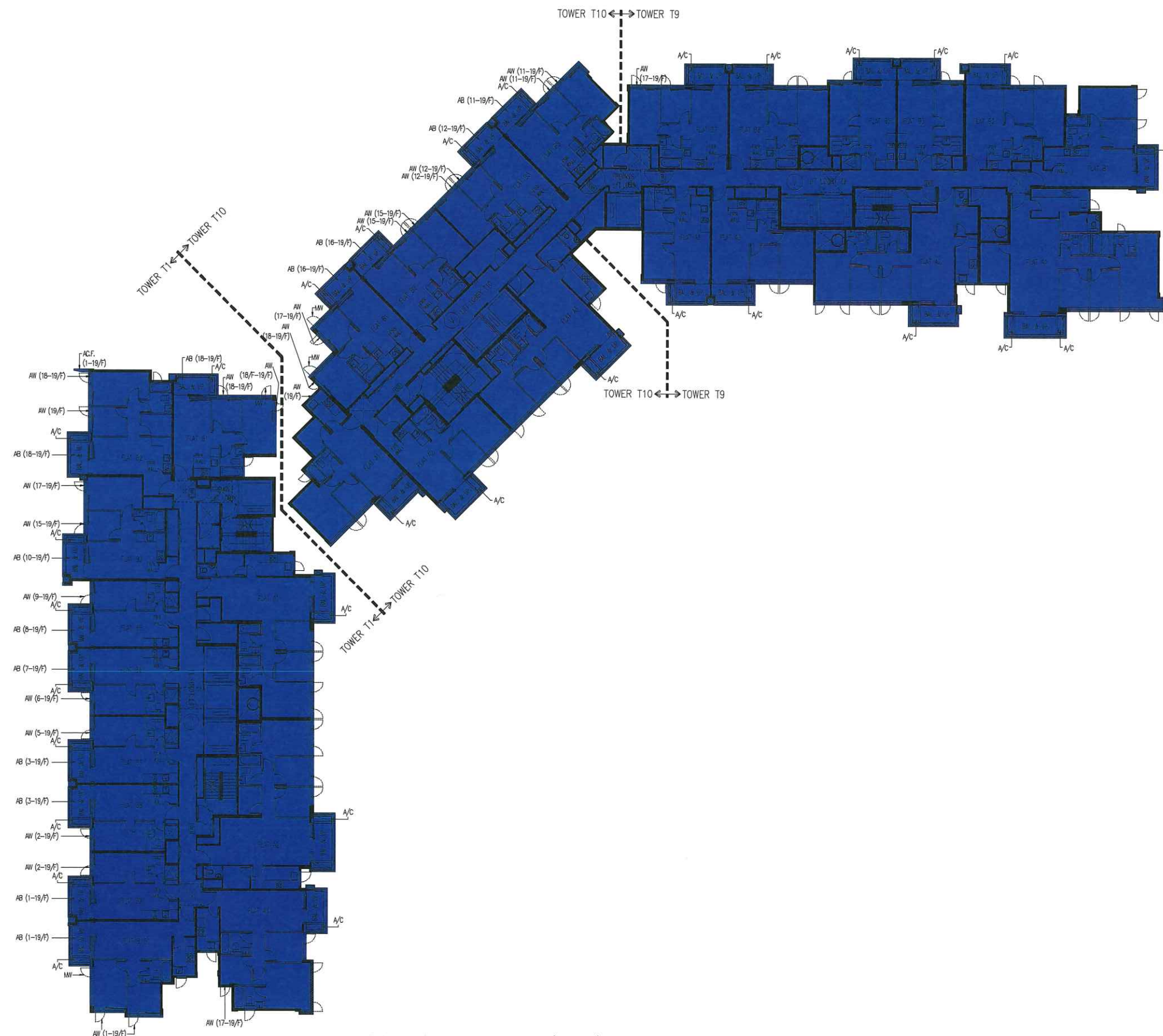
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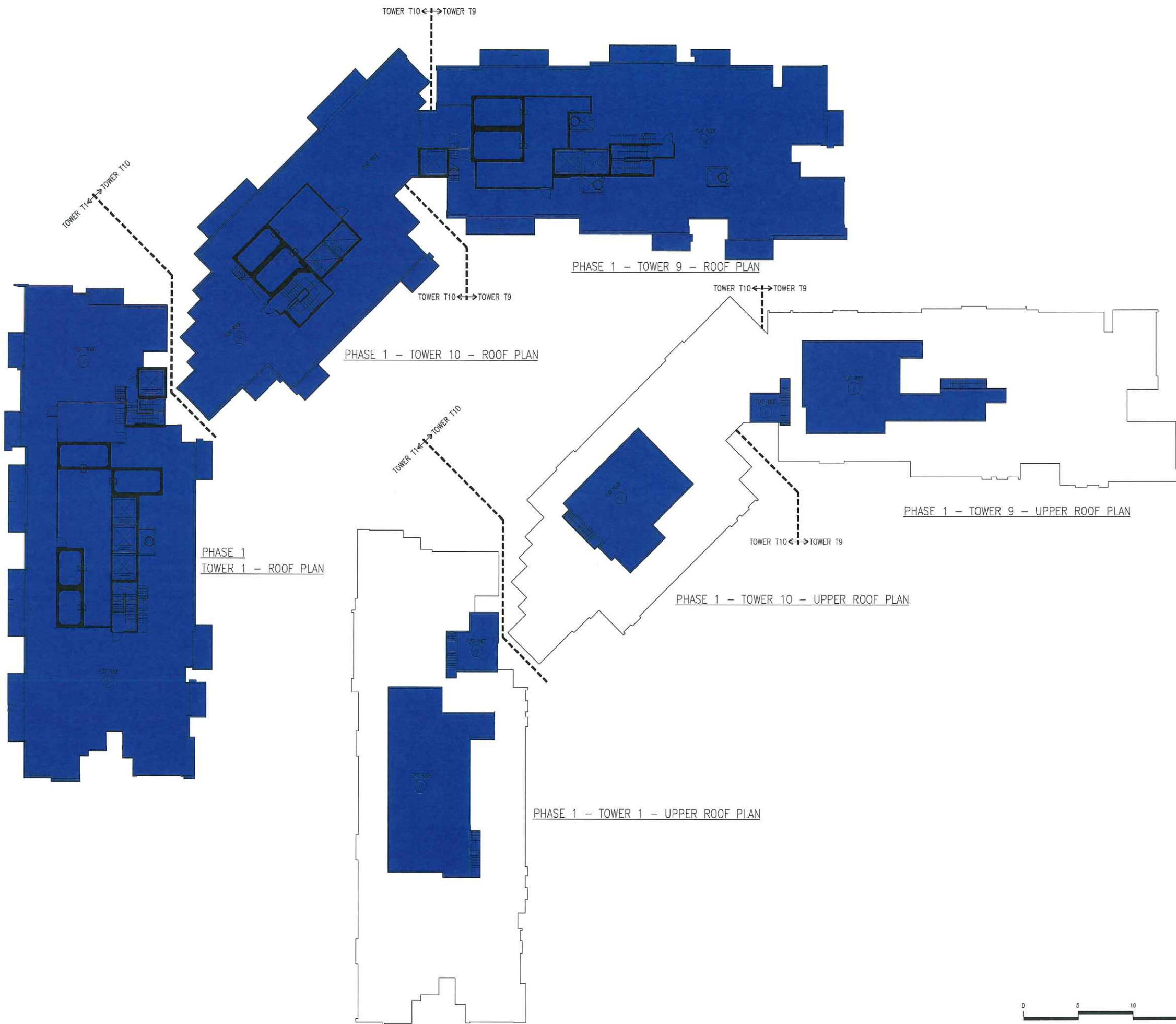
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PHASE 1 - TOWER 1 - 3/F~19/F
NOTE: FLOOR NO. 4, 13 & 14 OMITTED

0 5 10

SCALE: 1:300




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—	AUG 2021	DRAFT PHASING
NUMBER / 1521	DATE / 31/	AMENDMENT / 1521



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PROJECT / 工程项目

PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名

PHASING PLAN -
ROOF & UPPER ROOF
PHASE 1 TOWER 1 , 9 & 10

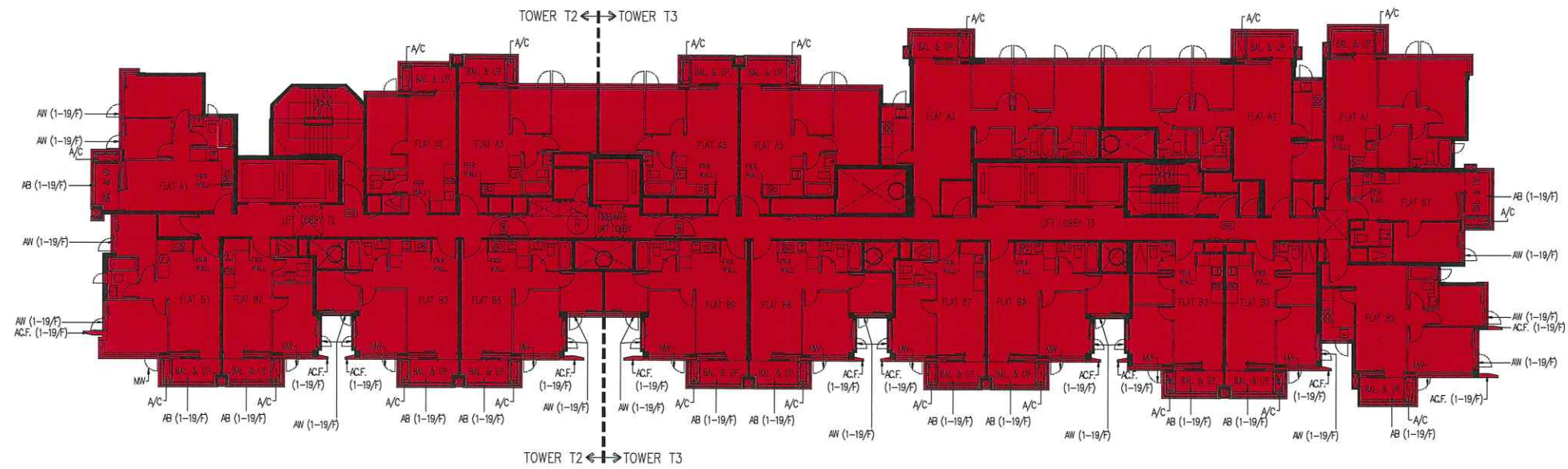
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1: 350 A3	5466
DATE / 日期	DRAWING NUMBER / 圖號
AUG 2021	DMC-06-P
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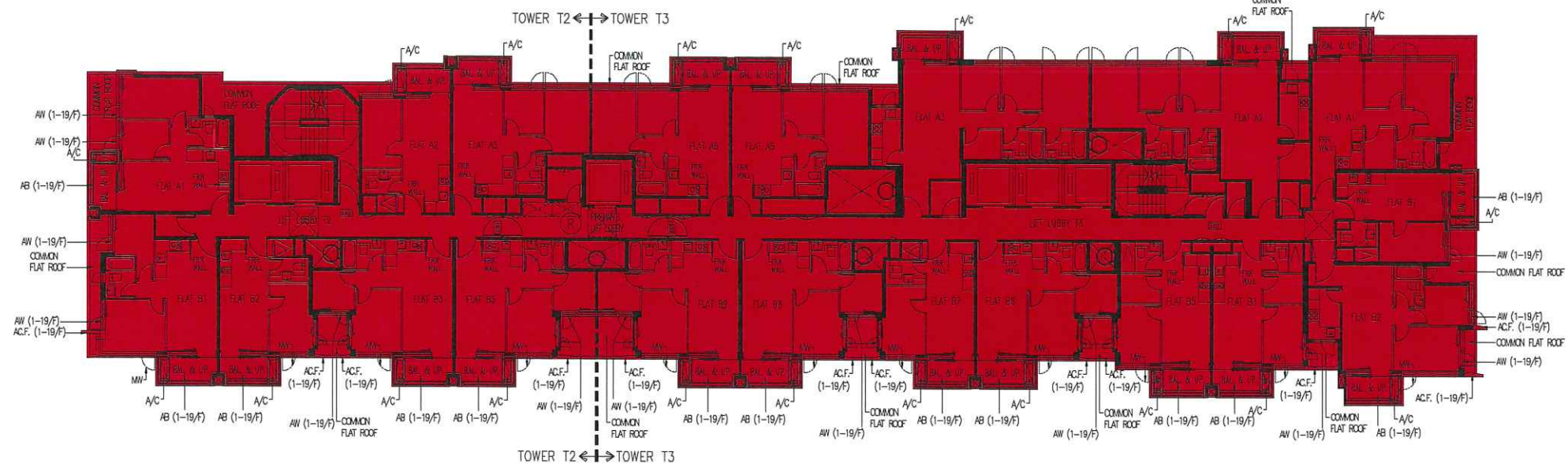
0 5 10 15m

SCALE: 1:350



PHASE 1 - TOWER 2 & 3 - 2/F~19/F

NOTE: FLOOR NO. 4, 13 & 14 OMITTED



PHASE 1 - TOWER 2 & 3 - 1/F

DMC

LEGENDS:

- RED - PHASE 1A
- VIOLET - PHASE 1B
- GREEN - PHASE 2

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NUMBER / 1921	DATE / 31/8/2021	DRAFT PHASING
AMENDMENT / 1922		

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PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名
PHASING PLAN -
1ST TO 19TH FLOOR PLAN
PHASE 1 TOWER 2 & 3

SCALE / 比例	JOB NUMBER / 工程編號
1: 300 A3	5466
DATE / 日期	DRAWING NUMBER / 圖號
AUG 2021	DMC-07-P

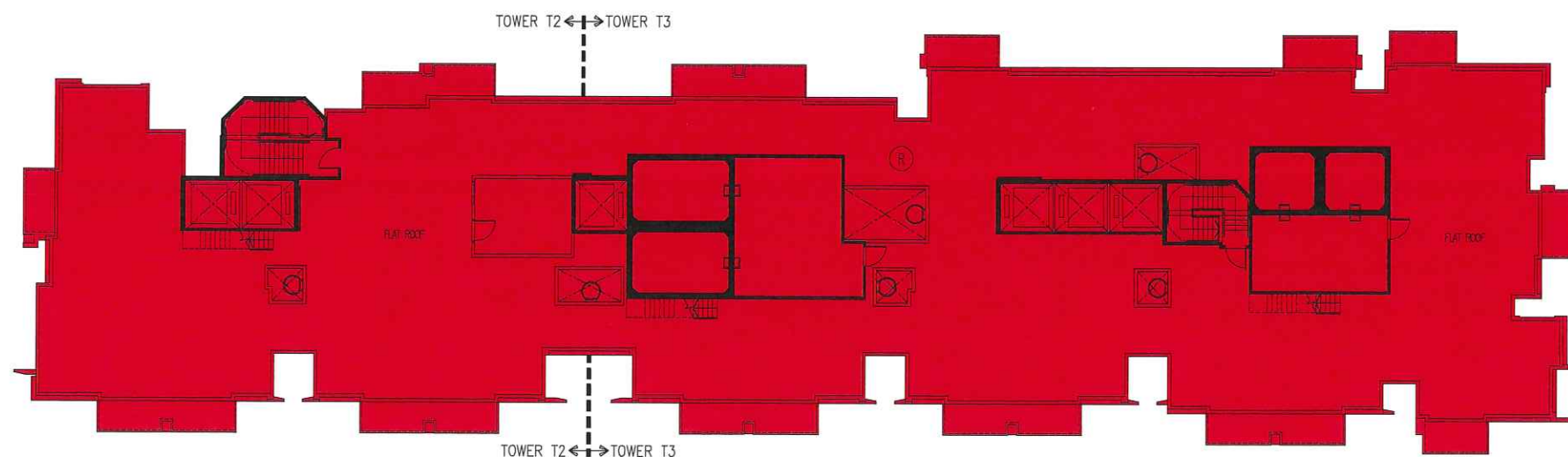
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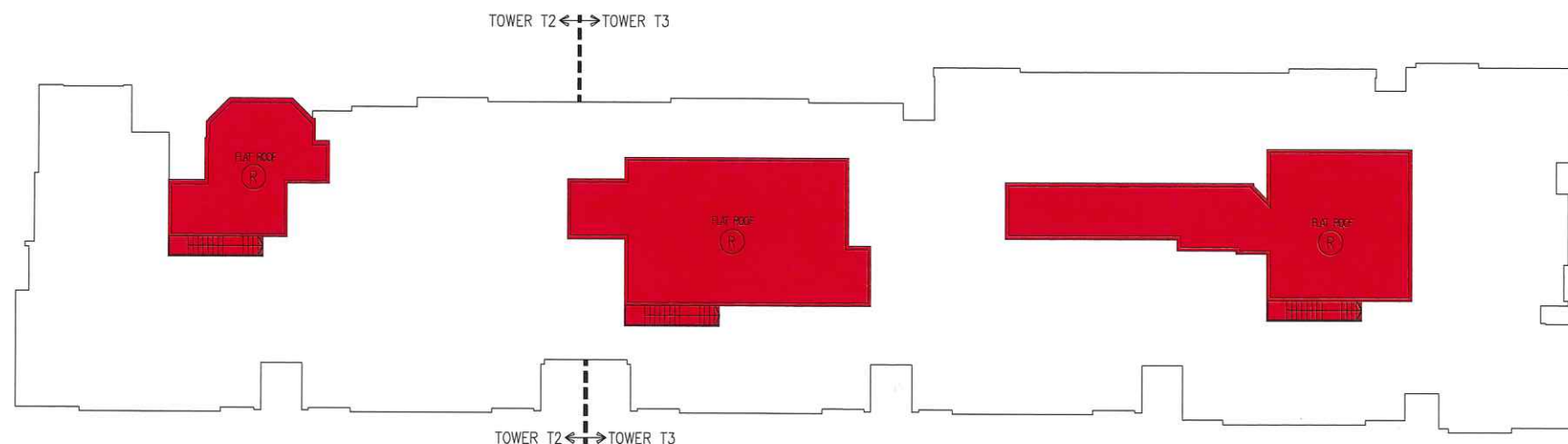
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0 5 10 15m
SCALE: 1:300



PHASE 1 - TOWER 2 & 3 - ROOF PLAN



PHASE 1 - TOWER 2 & 3 - UPPER ROOF PLAN

DMC

LEGENDS:

- RED - PHASE 1A
- VIOLET - PHASE 1B
- GREEN - PHASE 2

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PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

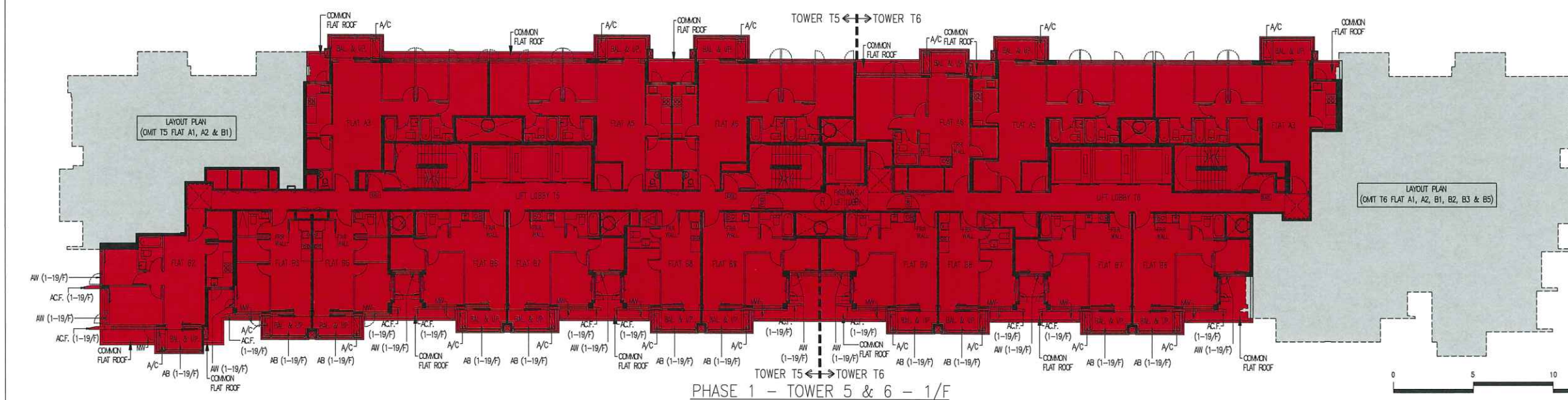
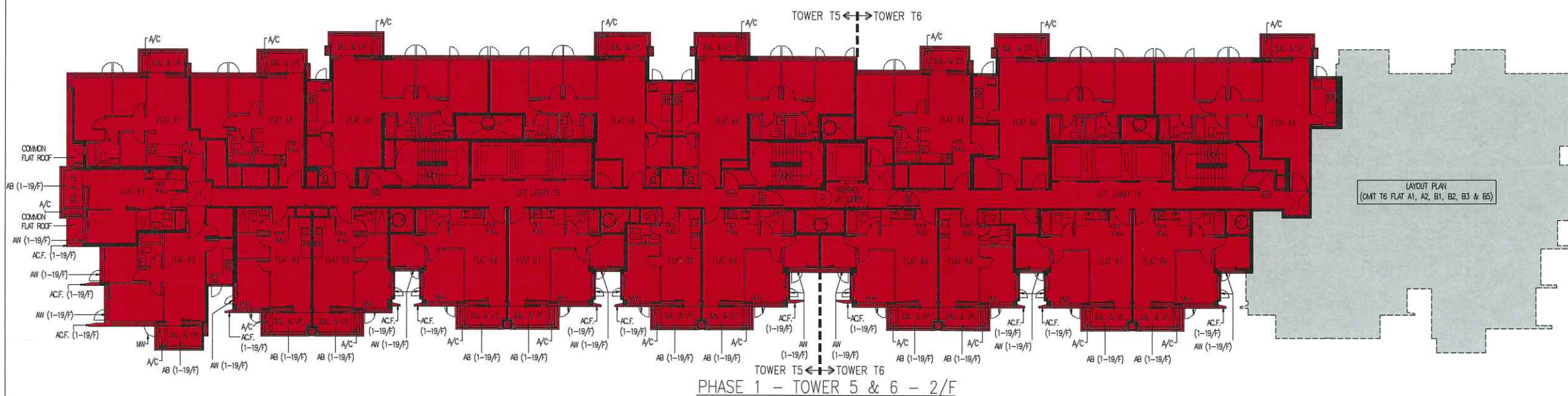
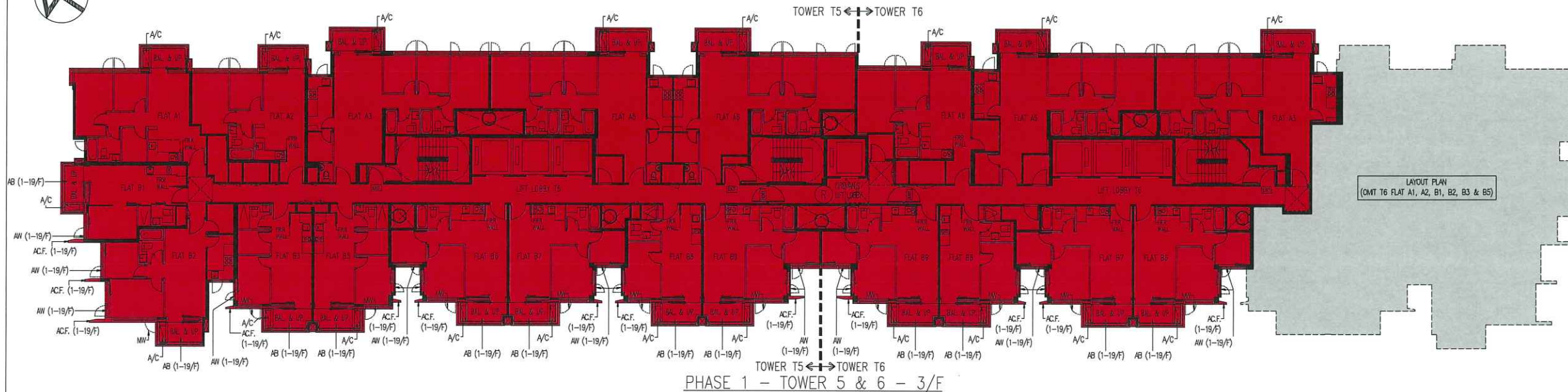
DRAWING / 圖名
PHASING PLAN -
ROOF & UPPER ROOF
PHASE 1 TOWER 2 & 3

SCALE / 比例	JOB NUMBER / 工程編號
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DATE / 日期	DRAWING NUMBER / 圖號
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0 5 10 15m
SCALE: 1:300



DMC

LEGENDS:

- RED - PHASE 1A
- VIOLET - PHASE 1B
- GREEN - PHASE 2

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DATE / 日期	3/8/	AMENDMENT / 圖改

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PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名
PHASING PLAN -
1ST, 2ND & 3RD FLOOR PLAN
PHASE 1 TOWER 5 & 6

SCALE / 比例	JOB NUMBER / 工程編號
1: 300 A3	5466
DATE / 日期	DRAWING NUMBER / 圖號
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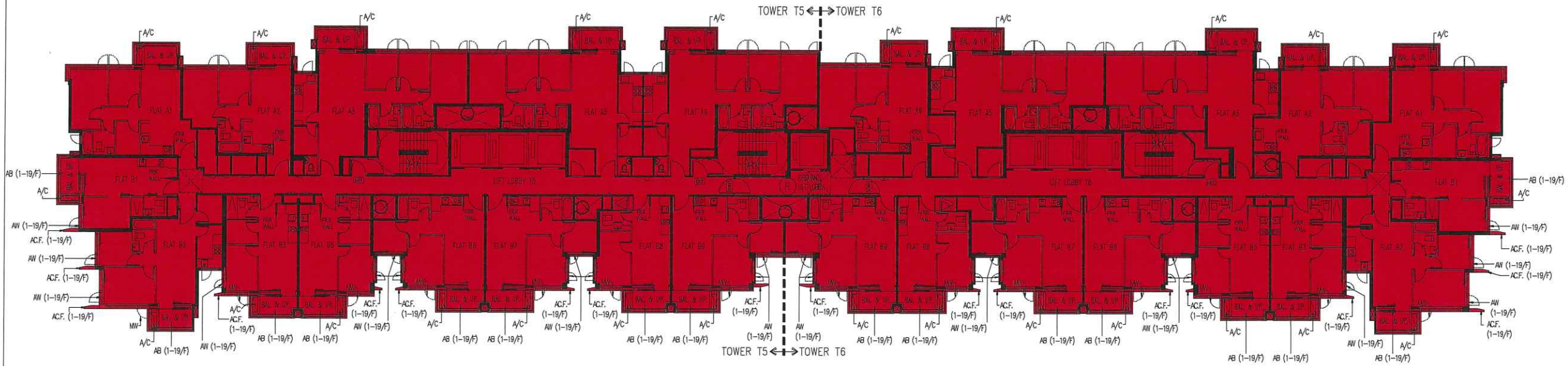
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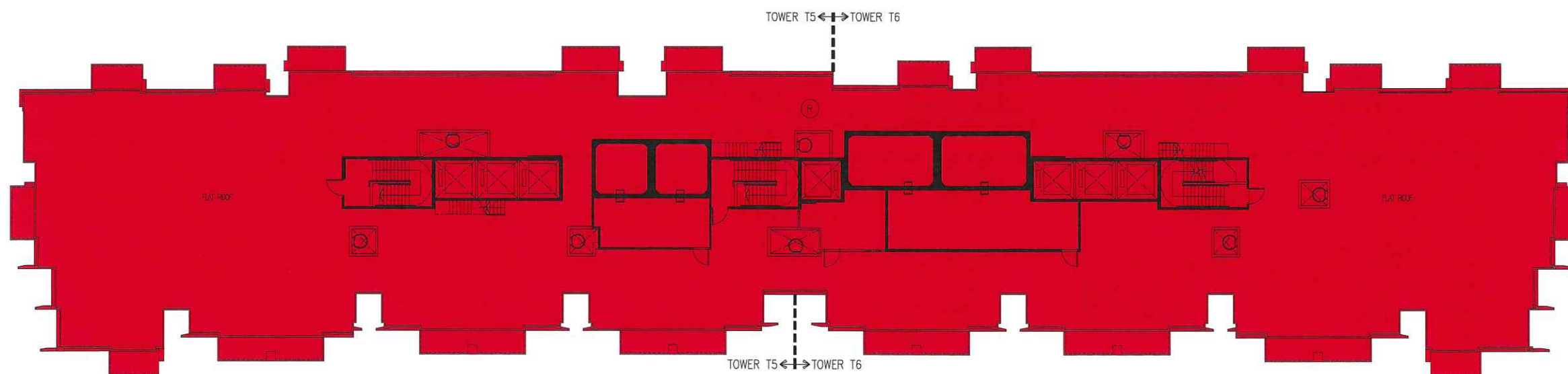
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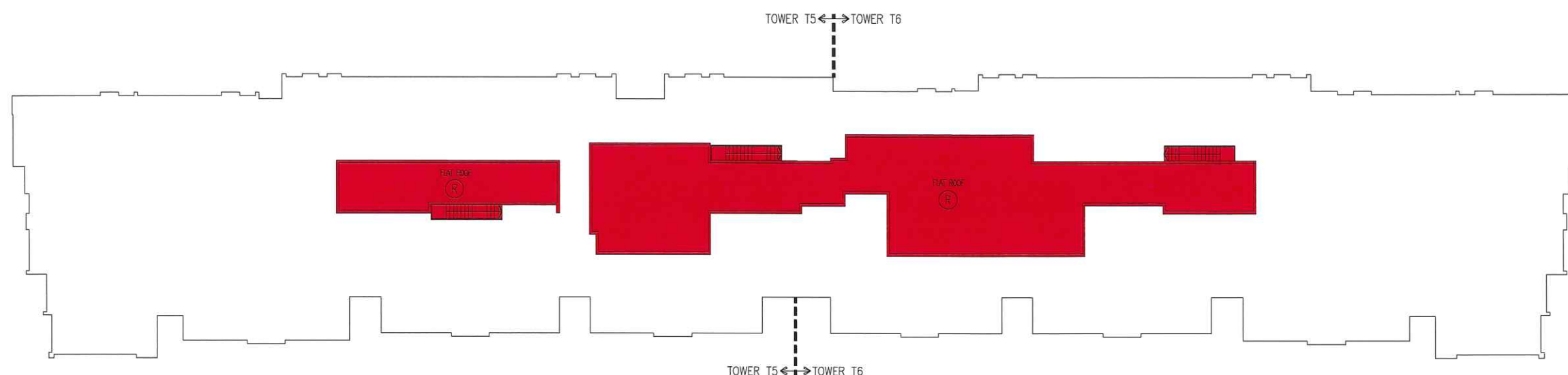
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PHASE 1 - TOWER 5 & 6 - ROOF PLAN



PHASE 1 - TOWER 5 & 6 - UPPER ROOF PLAN

DMC

LEGENDS:

- RED - PHASE 1A
- VIOLET - PHASE 1B
- GREEN - PHASE 2

--- SITE BOUNDARY

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CHAN WAN MING
Authorised Person (Architect)

NUMBER / 1451	DATE / 3/8/21	AMENDMENT / 10/21
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PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

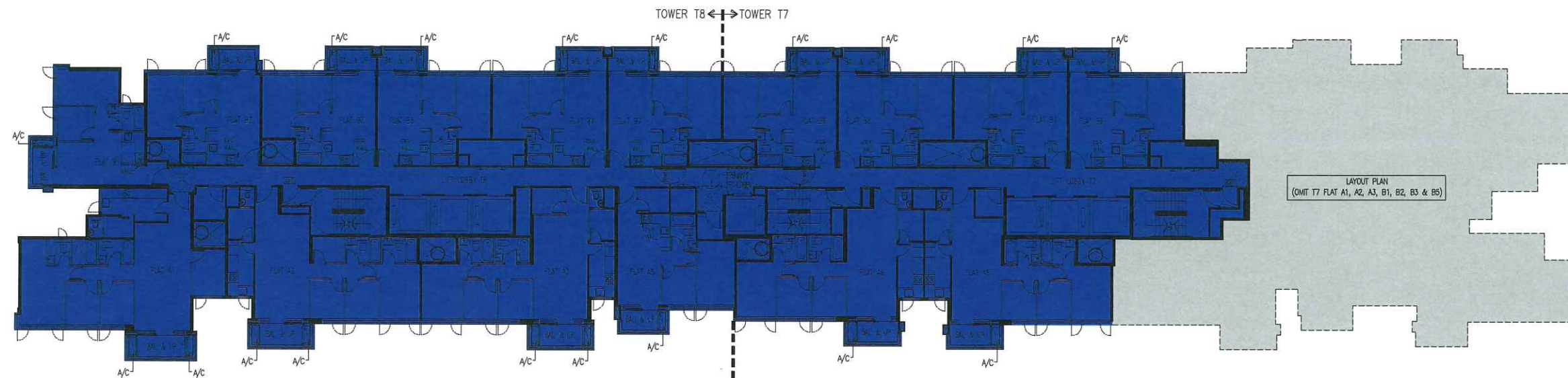
DRAWING / 圖名
PHASING PLAN -
ROOF & UPPER ROOF
PHASE 1 TOWER 5 & 6

SCALE / 比例	JOB NUMBER / 工程編號
1: 300 A3	5466
DATE / 日期	DRAWING NUMBER / 圖號
AUG 2021	DMC-10-P

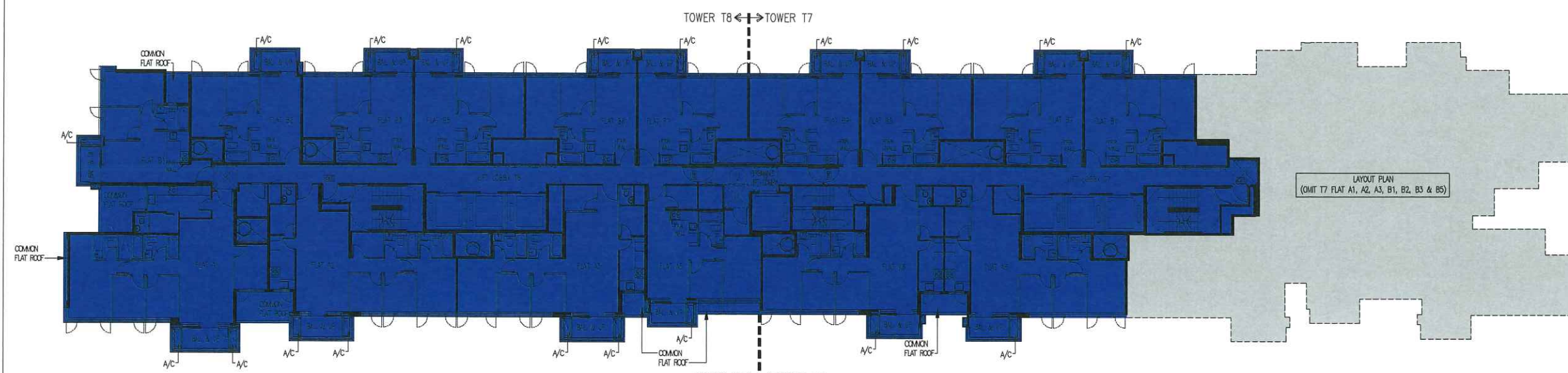
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0 5 10 15m
SCALE: 1:300



PHASE 1 - TOWER 7 & 8 - 2/F~3/F



PHASE 1 - TOWER 7 & 8 - 1/F

DMC

LEGENDS:

- RED - PHASE 1A
- VIOLET - PHASE 1B
- GREEN - PHASE 2

--- SITE BOUNDARY

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Chan Wan Ming
CHAN WAN MING
Authorized Person (Architect)

NUMBER / 圖號	DATE / 日期	AMENDMENT / 修訂
	AUG 2021	DRAFT PHASING

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PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

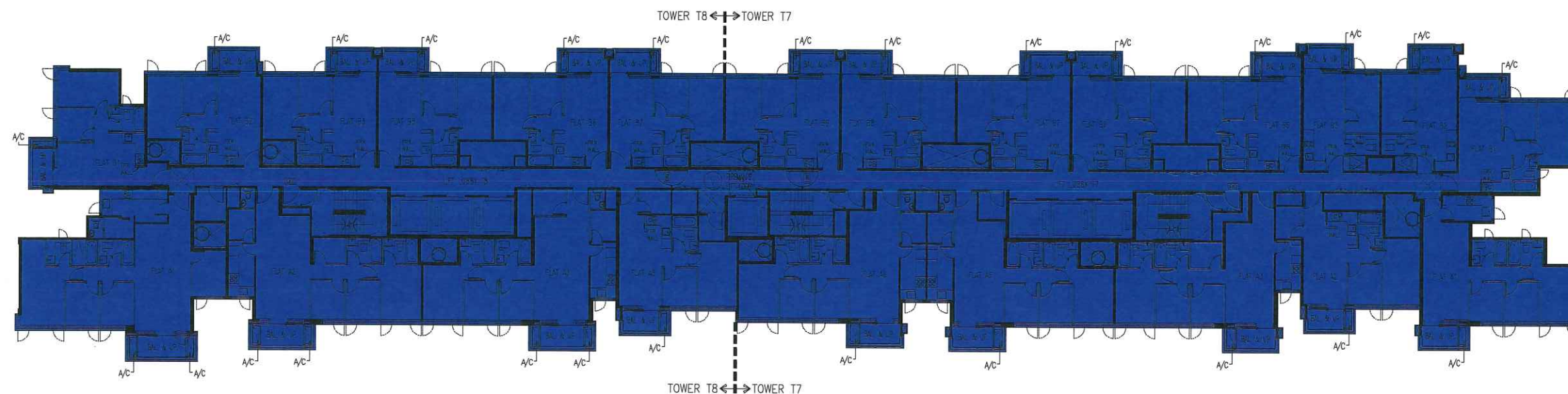
DRAWING / 圖名
PHASING PLAN -
1ST, 2ND & 3RD FLOOR PLAN
PHASE 1 TOWER 7 & 8

SCALE / 比例	JOB NUMBER / 工程編號
1: 300 A3	5466
DATE / 日期	DRAWING NUMBER / 圖號
AUG 2021	DMC-11-P
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SCALE: 1:300



0 5 10

SCALE: 1:300

--- SITE BOUNDARY


CHAN WAN MING
Authorized Person (Architect)

—	AUG 2021	DRAFT PHASING
NUMBER / 1542	DATE / 日期	AMENDMENT / 15/7



PROJECT / 工程项目
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名

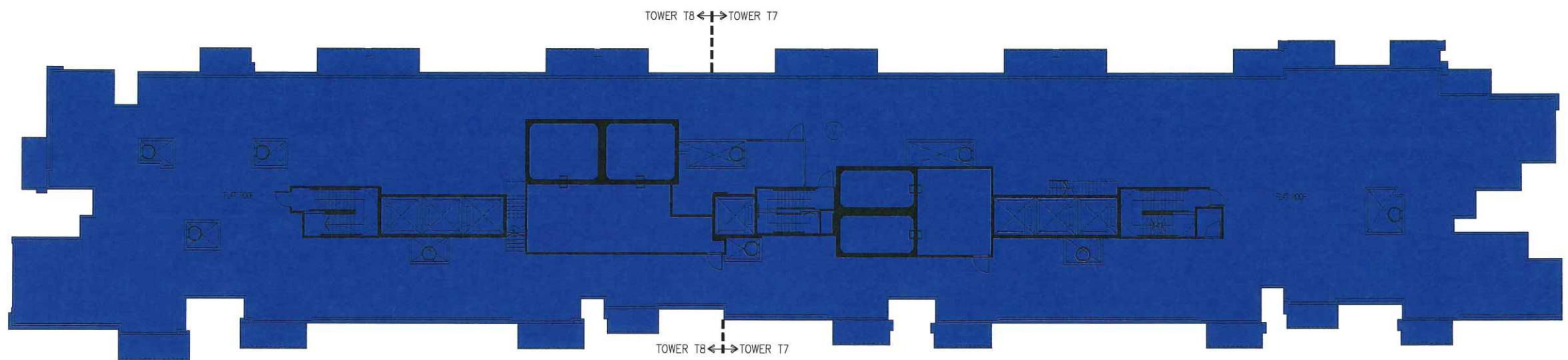
PHASING PLAN -
5TH TO 19TH FLOOR PLAN
PHASE 1 TOWER 7 & 8

SCALE / 比例 1: 300 A3	JOB NUMBER / 工程編號 5466
DATE / 日期 AUG 2021	DRAWING NUMBER / 圖號 DMC-11-1-P
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DESIGNED / 設計	CHECKED / 審核
	APPROVED / 審覈

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LEGENDS:

RED - PHASE 1A

VIOLET - PHASE 1B

GREEN - PHASE 2

--- SITE BOUNDARY

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CHAN WAN MING
Authorized Person (Architect)

—	AUG 2021	DRAFT PHASING
NUMBER / 1521	DATE / 31/	AMENDMENT / 13/21



PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名

PHASING PLAN -
1ST TO 17TH FLOOR PLAN
PHASE 2 TOWER 1 & 2

SCALE / 比例	JOB NUMBER / 工程編號
1: 300 A3	5466
DATE / 日期	DRAWING NUMBER / 圖號
AUG 2021	DMC-13-P

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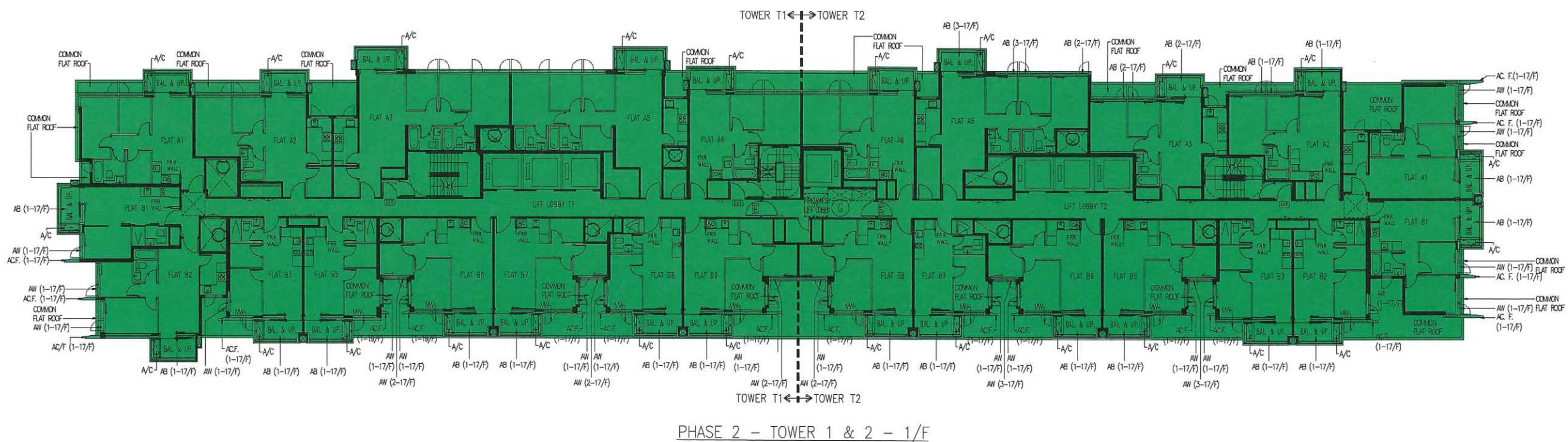
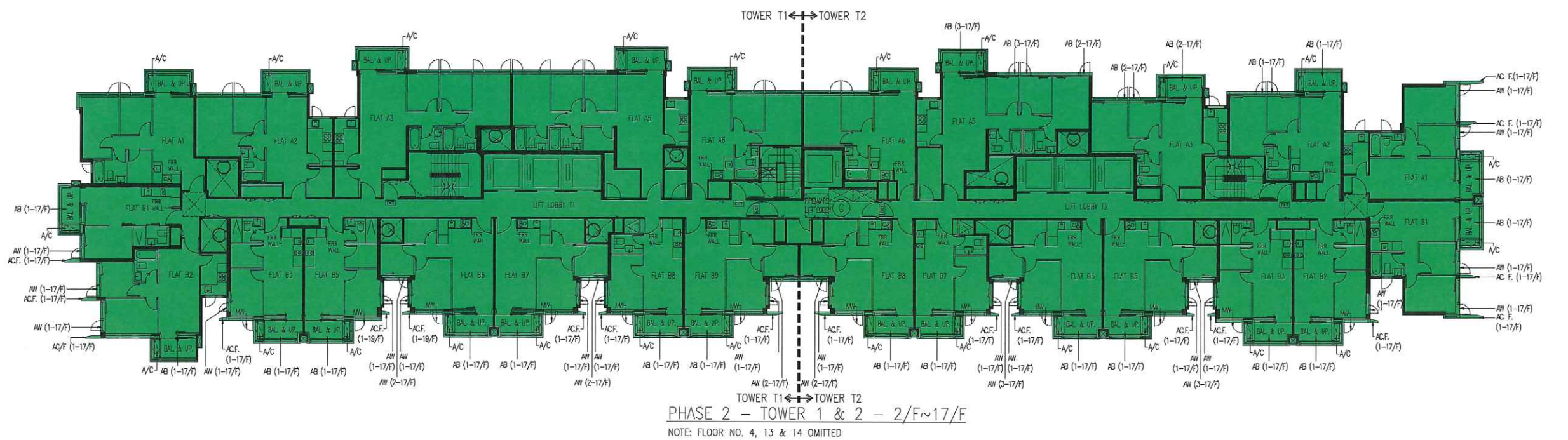
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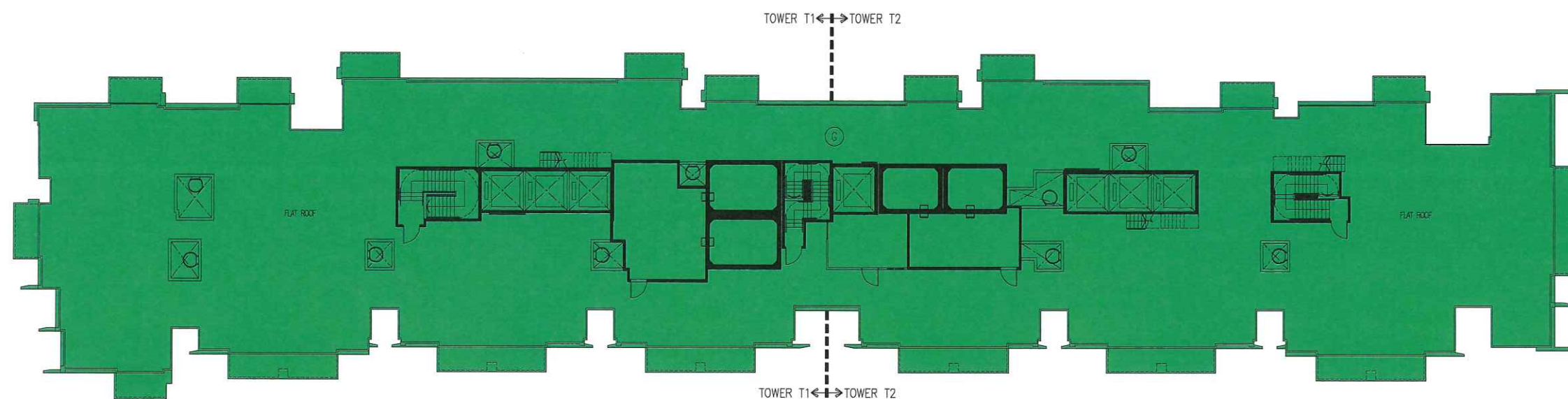
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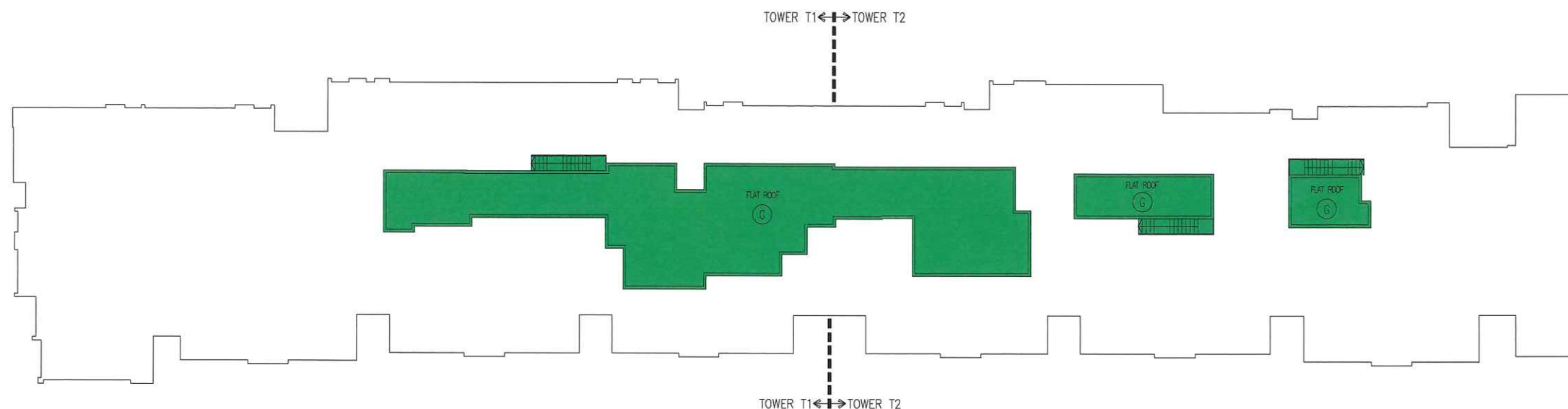


0 5 10 15m

SCALE: 1:300



PHASE 2 - TOWER 1 & 2 - ROOF PLAN



PHASE 2 - TOWER 1 & 2 - UPPER ROOF PLAN

DMC

LEGENDS:

 RED - PHASE 1A

 VIOLET - PHASE 1B

 GREEN - PHASE 2

--- SITE BOUNDARY

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CHAN WAN MING
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—	AUG 2021	DRAFT PHASING
NUMBER / 1521	DATE / 30/	AMENDMENT / 10/21



PROJECT / 工程項目

PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

DRAWING / 圖名

PHASING PLAN -
ROOF & UPPER ROOF
PHASE 2 TOWER 1 & 2

SCALE / 比例	JOB NUMBER / 工程編號
1: 300 A3	5466
DATE / 日期	DRAWING NUMBER / 圖號
AUG 2021	DMC-14-P

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• ALL MEASUREMENTS SHOULD BE VERIFIED ON SITE

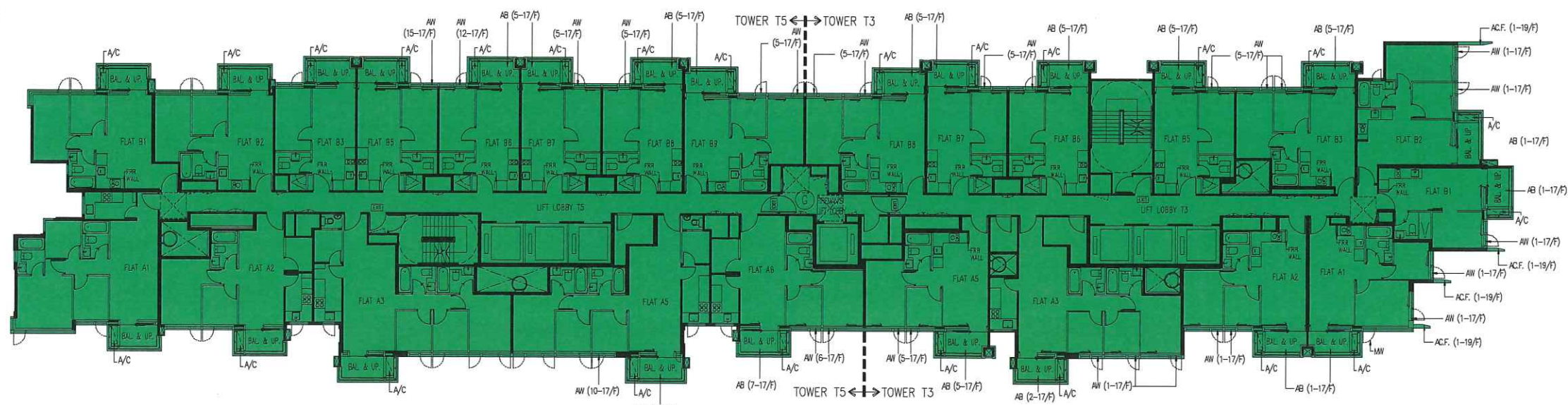
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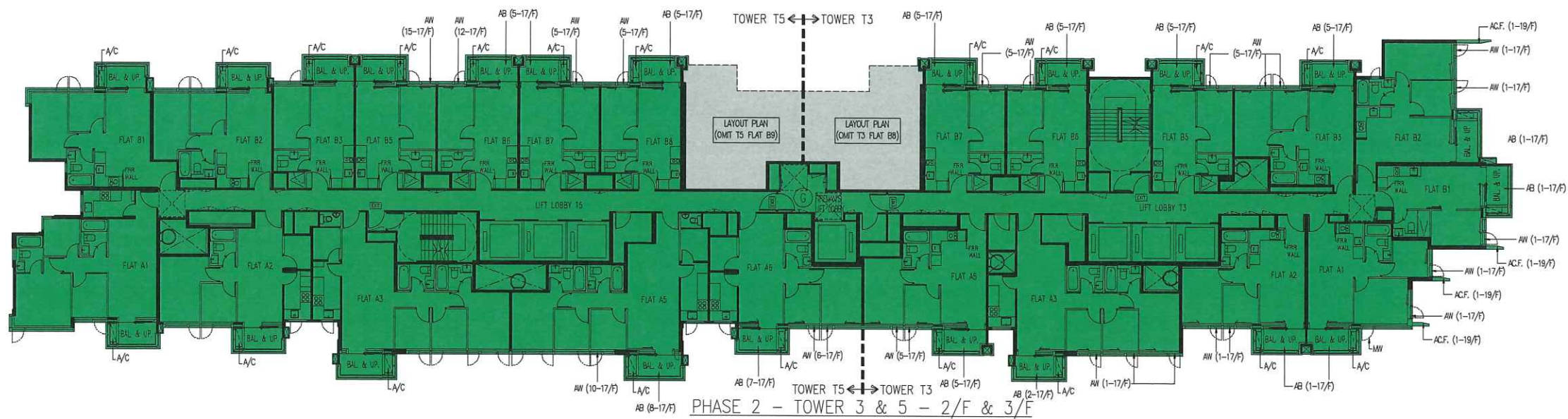
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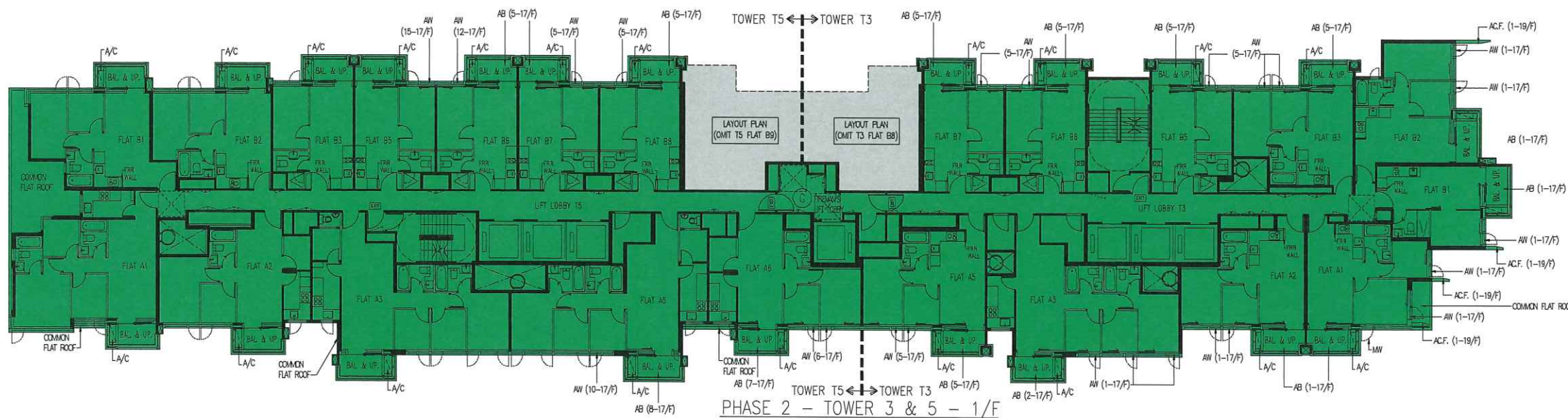
SCALE: 1:300



PHASE 2 - TOWER 3 & 5 - 5/F~17/F
NOTE: FLOOR NO. 4, 13 & 14 OMITTED



PHASE 2 - TOWER 3 & 5 - 2/F & 3/F



PHASE 2 - TOWER 3 & 5 - 1/F

DMC

LEGENDS:

- RED - PHASE 1A
- VIOLET - PHASE 1B
- GREEN - PHASE 2

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Chan Wan Ming
CHAN WAN MING
Authorized Person (Architect)

AUG 2021 DRAFT PHASING

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PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT AT
WEST RAIL KAM SHEUNG ROAD STATION PACKAGE ONE
PROPERTY DEVELOPMENT, YUEN LONG, N.T.
LOT NO.1040 IN DEMARCATION DISTRICT NO.103

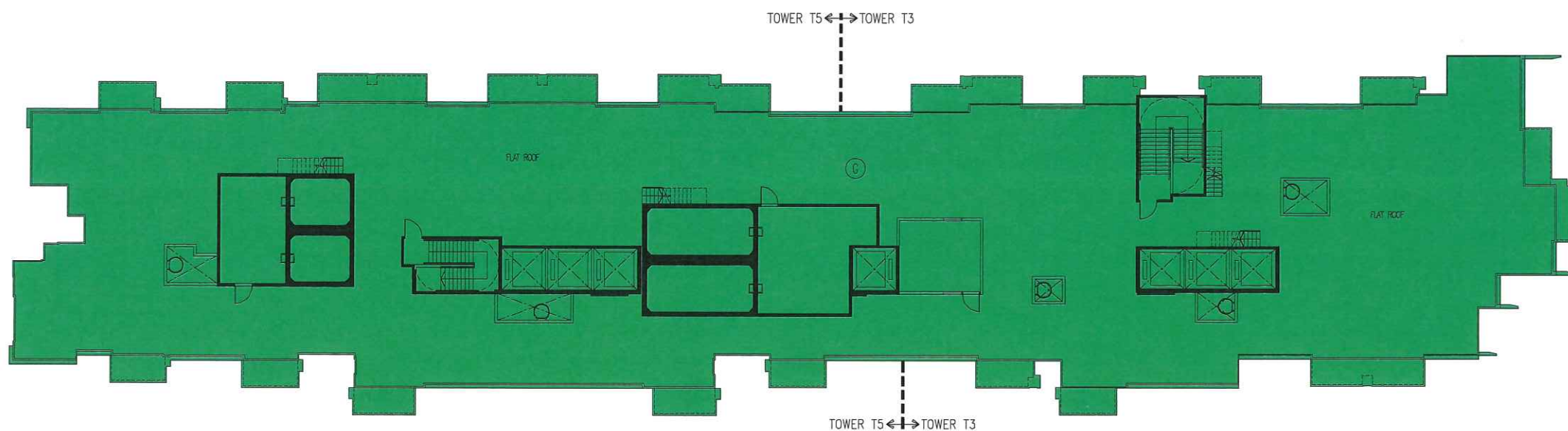
DRAWING / 圖名
PHASING PLAN -
1ST TO 17TH FLOOR PLAN
PHASE 2 TOWER 3 & 5

SCALE / 比例 1: 300 A3
JOB NUMBER / 工程編號 5466
DATE / 日期 AUG 2021
DRAWING NUMBER / 圖號 DMC-15-P

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0 5 10 15m
SCALE: 1:300



0 5 10

SCALE: 1:300

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