

2009-11-25
D/MC

Dated the 25th day of November 2009

KOWLOON-CANTON RAILWAY CORPORATION

AND

AND

MTR CORPORATION LIMITED
(香港鐵路有限公司)

**DEED OF MUTUAL COVENANT AND
MANAGEMENT AGREEMENT**

in respect of

SHA TIN TOWN LOT NO.530

REGISTERED at the Land Registry
by Memorial No.
on

p. Land Registrar

Ref: 2-287-546-455-2005(13)-3

何耀棟律師事務所

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THIS DEED is made the 25th day of November Two thousand and nine

BETWEEN

- (1) **KOWLOON-CANTON RAILWAY CORPORATION** established pursuant to the Kowloon-Canton Railway Corporation Ordinance (Cap.372 of the Laws of Hong Kong) and having its principal office at KCRC House, No.9 Lok King Street, Fo Tan, Sha Tin, New Territories, Hong Kong (hereinafter called the "**First Owner**") which expression shall where the context so admits or requires include its successors and assigns and all reference to the First Owner in this Deed shall be construed as reference to the First Owner in its capacity as the registered owner of the Lot but not further or otherwise) of the first part,
- (2) () of Flat with balcony and utility platform pertaining thereto on the Floor of Tower of Lake Silver, No.599 Sai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong (hereinafter called the "**First Assignee**") which expression shall where the context so admits or requires include his executors, administrators and assigns) of the second part, and
- (3) **MTR CORPORATION LIMITED** (香港鐵路有限公司) a company incorporated under the Companies Ordinance (Chapter 32 of the Laws of Hong Kong) whose registered office is situate at MTR Headquarters Building, Telford Plaza, 33 Wai Yip Street, Kowloon Bay, Kowloon, Hong Kong (hereinafter called the "**Manager**") which expression shall where the context so admits or requires include its successors appointed in accordance with the provisions herein) of the third part.

WHEREAS :-

- (1) Title of First Owner

Immediately prior to the Assignment to the First Assignee hereinafter referred to the First Owner was the registered owner and in possession of the Lot and upon issue of the Certificate of Compliance in respect of the Lot will become entitled to a Lease thereof for the residue of a term of 50 years commencing on 6th October 2005.

- (2) Development of the Lot

The First Owner has developed or is in the course of developing the Lot in accordance with the Building Plans, the Master Layout Plans and the Approved Landscaping Proposals. The Development comprises of (a) the Railway Complex (b) the Podium comprising the lower ground floor, ground floor, mezzanine floor, level 1, level 2, level 3 and level 5 for commercial, parking and recreational uses, (c) 7 residential towers standing above level 2 of the Podium and (d) the Government Accommodation.

- (3) Allocation of Undivided Shares

For the purposes of sale the Lot and the Development have been notionally divided into 95,844 equal Undivided Shares which have been allocated as provided in the **FIRST SCHEDULE** hereto.

(4) Right to Assign

The First Owner has already obtained the ~~[-Consent to Assign/~~Certificate of Compliance~~]-*~~ and is entitled to assign or otherwise dispose of Undivided Shares together with the right to the exclusive use and occupation of a part or parts of the Estate the assignment of which is permitted under the Conditions.

(5) Assignment to First Assignee

By an Assignment bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part and for the consideration therein expressed the First Owner assigned unto the First Assignee All Those equal undivided 95,844th parts or shares of and in the Lot and the Development Together with the sole and exclusive right to hold use occupy and enjoy All That Flat with balcony and utility platform pertaining thereto on the Floor of Tower of the Development (the "First Assigned Unit") Subject to and with the benefit of the Conditions.

(6) Management of Development

The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Estate and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Lot and the Development.

(7) Approval of Director of Lands

The Director of Lands has approved the terms of this Deed of Mutual Covenant and Management Agreement in accordance with Special Condition No.(40)(a)(i) of the Conditions.

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 persons deriving title under or through them or any of them and all persons who may hereafter during the Term become an Owner.

DEFINITIONS :-

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

"Approved Landscaping Proposals" means the proposals and plans for the landscaping of the Lot and includes any amendments thereto approved by the Director of Lands in accordance with Special Condition No.(12) of the Conditions;

* Delete as applicable.

"Authorised Person" means Dr. Ronald Lu of Messrs. Ronald Lu & Partners (Hong Kong) Ltd. situated at 33rd Floor, Wu Chung House, 213 Queen's Road East, Wanchai, Hong Kong, which expression shall include any other authorised person or persons for the time being appointed by the First Owner in his place;

"Buildings" means the buildings and other structures erected or to be erected in or upon the Lot in accordance with the Building Plans, the Master Layout Plans and the Approved Landscaping Proposals or any approved amendments thereto excluding the whole of the Railway Complex and the Government Accommodation but including the slabs, roof slab, structural walls, supporting beams and columns of the buildings situated within the Government Accommodation together with the ancillary recreational/ clubhouse facilities for use by Owners and occupiers both of the Residential Accommodation and their bona fide guests and visitors and in the singular means any building in or upon the Lot;

"Building Plans" means the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorised Person and approved by the Buildings Department under Reference BD2/7990/05 and include any approved amendments thereto;

"Certificate of Compliance" means the certificate or letter from the Director of Lands certifying that the General and Special Conditions of the Conditions have been complied with to his satisfaction in relation to the whole of the Lot or in relation to any building or buildings thereon;

"Commercial Accommodation" means such parts of the Development indicated on the Building Plans for commercial purposes including but not limited to the Commercial Areas (including the Commercial Parking Areas) and the Commercial Common Areas and Facilities constructed or to be constructed in the Podium together with the Kindergarten and the relevant parts of the Pedestrian Link linking up such parts of the Development with each and every building and all major facilities within the Lot required to be built in accordance with the Conditions, the Master Layout Plans and the Building Plans;

"Commercial Areas" means such parts of the Commercial Accommodation excluding the Kindergarten and the Commercial Common Areas and Facilities;

"Commercial Common Areas and Facilities" means, in case of multi-ownership of the Commercial Accommodation, those driveways, areas, loading and unloading spaces and the relevant parts of the Pedestrian Link linking up such parts of the Development with each and every building and all major facilities within the Lot designated for common use by the occupiers of the Commercial Accommodation, areas and facilities in, on or under the Estate which serve the Commercial Accommodation only including such other areas and facilities as may be designated as common areas and facilities under any Sub-Deed but excluding anything already contained in the Mixed Carpark Common Areas and Facilities which areas and facilities for the purpose of identification only will be shown on the plan(s) annexed to a Sub-Deed (insofar as such areas, systems, devices and facilities are identifiable on such plan(s));

“Commercial Parking Areas” means such spaces provided on level 1 of the Podium, the use of which is or will be set aside or reserved for the parking of motor vehicles belonging to the occupiers of the Commercial Accommodation and their bona fide guests and visitors;

“Common Areas and Facilities” means collectively the Estate Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Carpark Common Areas and Facilities, the Mixed Carpark Common Areas and Facilities, the Commercial Common Areas and Facilities (in case of multi-ownership of the Commercial Accommodation), the Development Common Access and all those parts of such of the areas and facilities of the Development designated as common areas and facilities in this Deed or any Sub-Deed;

“Conditions” means the documents of title setting forth the rights and entitlements granted by the Government of Hong Kong to the First Owner in respect of the Lot, namely the Agreement and Conditions of Grant deposited and registered in the Land Registry as New Grant No.20139 under which the First Owner is entitled to a Lease for a term of 50 years commencing from 6th October 2005 and shall include any subsequent extensions or modifications thereto or renewals thereof;

“Connections” means the connection works for the purposes of connecting the Footbridge to the Footbridge Associated Structures as more particularly defined in Special Condition No.(37)(b) of the Conditions;

“Consent to Assign” means the certificate(s) or letter(s) from the Director of Lands granting consent to the First Owner to assign Undivided Shares of and in the Lot together with the exclusive right to hold, use, occupy or enjoy a part or parts of the Estate the assignment of which is permitted under the Conditions before the issue of the Certificate of Compliance;

“Development” means the whole of the development erected or to be erected on the Lot including without limitation the Government Accommodation, the Residential Accommodation, the Commercial Accommodation, the Residential Parking Spaces and Motor Cycle Units within the Residential Parking Areas, the Railway Complex and the Common Areas and Facilities;

“Development Common Access” means the access areas as shown and coloured Pink on the plans annexed hereto for the purpose of identification only;

“Estate” means the Development but excluding the Government Accommodation and the Railway Complex and as far as the Residential Accommodation is concerned, known as or intended to be known as **“Lake Silver (銀湖 · 天峰)”**;

“Estate Common Areas and Facilities” means and includes the Estate service ducts/trenches underneath the level 1 floor slab of the Development, the passages, entrances, walkways, stairways, landings, vehicular drop-off area, open spaces, tree pits and planter boxes at footpath/pavement, lobbies, lifts, firemen's lifts and their associated lobbies, escape staircases, driveways, carriageways, roadways and pavements, road, traffic islands, covered pedestrian walkway, the Pedestrian Link (save and except such part or parts of the Pedestrian Link within the Station Carpark, the Commercial Accommodation (or in case of multi-ownership of the Commercial Accommodation, the Commercial Common Areas and Facilities), the Residential Common Areas and Facilities, the Residential Carpark Common

Areas and Facilities and the Mixed Carpark Common Areas and Facilities), the Pedestrian Walkways, parking space for refuse collection vehicles, refuse collection and material recovery chamber, yards, ramps, pump rooms, fire services control room, transformer rooms, switch rooms, emergency generator room, oil fuel tank rooms, meter rooms, sprinkler water tank and pump room, service areas, Management Office, Owners' Corporation/Owners' Committee office, office accommodation and quarters for watchmen and caretakers, HV cable duct room and duct shafts, access to carpark and loading/unloading bays, the Development foundations and structures, the supporting beams and columns of the Buildings situated within the Government Accommodation, the structural slabs of and the deck above the Government Accommodation except the internal surfaces and finishes of the Government Accommodation, the Items and such part(s) of the external walls and surfaces of the Podium, such of the drains, channels, water mains, sewers, fresh and salt water intakes and mains, pumping stations, wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Lot or adjacent land owned by the First Owner through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Estate, communal television and radio aerial system (if any), lamp posts and other lighting facilities, power stations and sub-stations, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and any other mechanical systems, devices or facilities which are at or installed or provided in the Development intended for common use and benefit of the Estate, and such other areas within the Lot and such other systems, devices and facilities within the Development as are now or from time to time designated by the First Owner for common use and benefit of the Estate in accordance with this Deed EXCLUDING all the other types of Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner, which areas and facilities for the purpose of identification only are shown and coloured Green on the plans annexed hereto (insofar as such areas, systems, devices and facilities are identifiable on such plans);

"Estate Rules" means any rules and regulations as the Manager may make from time to time in accordance with the provisions of this Deed for the proper or more efficient management of the Estate including without limitation such rules and regulations set down by the Manager from time to time with specific application to the Recreational Facilities and the use and enjoyment thereof;

"Footbridge" means the footbridge as more particularly described in Special Condition No.(37)(a) of the Conditions;

"Footbridge Associated Structures" means the facilities, columns, structural supports and connections for linking the Lot to the Footbridge as more particularly defined in Special Condition No.(37)(a) of the Conditions;

"FSI" means The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (Cap.1015 of the Laws of Hong Kong) and the expression "FSI" in this Deed shall mean FSI in its capacity as Owner of the Government Accommodation and if the context so permits the successors and assigns of FSI as Owner of the Government Accommodation;

“Gondola” has the meaning attributed to it in Clause 43(c)(ii) of this Deed;

“Government” means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China including any government department(s) and/or any other persons acting with the authority of the Government of the Hong Kong Special Administrative Region;

“Government Accommodation” means the public transport interchange on the ground level and mezzanine level within Site A, comprising a bus terminus with six bus bays and twelve bus stacking spaces, two green minibus bays, two taxi stands and one general loading and unloading bay and an area with a net operational floor area of not less than 75 square metres reserved for ancillary facilities for bus operators, with access connecting with public roads and provision of ancillary facilities (including lighting fixtures, ventilation plant, extract ductworks and road/floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director of Lands in accordance with the Conditions, walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements) together with the PTI Ingress Retaining Wall and the relevant parts of the Government Accommodation serving as pedestrian ways or paths linking up each and every building and all major facilities within the Lot and any other areas, facilities, services and installations exclusive thereto as the Director of Lands may in his absolute discretion determine (whose determination shall be conclusive and binding on all Owners) as specified in Special Condition No.(18)(a) of the Conditions and for the purpose of identification is shown coloured Indigo on the plans annexed hereto;

“GPA” means the Government Property Administrator of the Government Property Agency of 31st Floor, Revenue Tower, No.5 Gloucester Road, Wanchai, Hong Kong and includes its successors-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 as representative of FSI;

“Items” means the items specified in Special Condition No.(22)(a) of the Conditions which includes (i) the external finishes of the Government Accommodation and the structure of all walls (save and except the PTI Ingress Retaining Wall), columns, beams, ceilings, roof slabs, carriageway/ 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;

“KCR Undivided Shares” means the number of Undivided Shares of the Lot allocated and distributed to the Railway Complex approved by the Director of Lands in accordance with Special Condition No.(26)(a) of the Conditions;

"Kindergarten" means the kindergarten as defined in Special Condition No.(42)(a) of the Conditions comprising not less than 6 classrooms and such other ancillary facilities as may be required by the Secretary for Education;

"Lot" means all that piece or parcel of ground registered in the Land Registry as Sha Tin Town Lot No.530 including any further extension(s) thereto (if any);

"Management expenses" means expenses, costs and charges necessarily and reasonably incurred in the management of the Estate;

"Management Units" means those notional units allocated to the Residential Units, the Commercial Accommodation and the Residential Parking Spaces and Motor Cycle Units as provided in the First Schedule hereto for the purpose of calculating the contributions payable by their respective Owners towards the Management expenses of the Estate;

"Master Layout Plans" means the master layout and general development plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorised Person and approved by the Director of Lands pursuant to Special Condition No.(11)(a) of the Conditions, a signed copy of which has been deposited with the Director of Lands;

"Mixed Carpark Common Areas and Facilities" means such areas within the Lot including driveways, ramps, shroff office, the relevant parts of the Pedestrian Link linking up such areas and facilities with each and every building and all major facilities within the Lot or areas and such systems, devices and facilities including lightbox provided within the Development intended for the joint common use and benefit of the Station Carpark, the Residential Parking Areas, the Commercial Parking Areas and the Visitors' Parking Areas but EXCLUDING all the other types of Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner, which areas and facilities for the purpose of identification only are shown and coloured Yellow Stippled Black on the plans annexed hereto (insofar as such areas, systems, devices and facilities are identifiable on such plans);

"MOS Rail" means the railway as more particularly defined in Special Condition No.(24)(a) of the Conditions;

"Motor Cycle Unit" means a space in the Residential Parking Areas intended for the parking of motor cycles by an Owner or residents or occupiers of the Buildings and their bona fide guests and visitors and to which Undivided Shares have been or will be allocated;

"Occupation Permit" means an occupation permit or a temporary occupation permit issued by the Buildings Department in respect of any part of the Development;

"Owner" means and includes each person in whom for the time being any Undivided Share is vested and is registered as such under the Land Registration Ordinance (Cap.128 of the Laws of Hong Kong) and every joint tenant or tenant in common of any such Undivided Share and where any such Undivided Share has been assigned or charged by way of mortgage the word "Owner" shall include both mortgagor and mortgagee PROVIDED THAT, subject to the

provisions of the mortgage, the voting rights conferred on the Owner of such Undivided Share by the provisions of this Deed shall be exercisable only by the mortgagor unless the mortgagee is in possession or is in receipt of the rents and profits of such Undivided Share;

"Owner of the Commercial Accommodation" means the Owner(s) entitled to the full and exclusive right and privilege to hold, use, occupy and enjoy the Commercial Accommodation except the First Owner and, in case of multi-ownership of the Commercial Accommodation "Owner of the Commercial Accommodation" shall mean the Owner(s) of the Commercial Areas and the Kindergarten;

"Owner of the Railway Complex" means the Owner(s) entitled to the full and exclusive right and privilege to hold, use, occupy and enjoy the Railway Complex and, where the Station Carpark has been assigned sold or otherwise disposed of separately from the Railway Station "Owner of the Railway Complex" shall mean the Owner of the Railway Station in whom for the time being any Undivided Share of the Railway Station is vested and is registered as such under the Land Registration Ordinance (Cap.128 of the Laws of Hong Kong);

"Owner of the Station Carpark" means the Owner(s) entitled to the full and exclusive right and privilege to hold, use, occupy and enjoy the Station Carpark if the Station Carpark has been assigned sold or otherwise disposed of separately from the Railway Station;

"Owners' Committee" means a committee of the Owners of the Development established under the provisions of this Deed and, where an Owners' Corporation has been formed, the management committee of the Owners' Corporation;

"Owners' Corporation" means the owners' corporation of the Development formed in accordance with the Building Management Ordinance (Cap.344 of the Laws of Hong Kong);

"Pedestrian Link" means the pedestrian ways or paths (save and except the pedestrian ways or paths within the Government Accommodation) together with such stairs, ramps, lightings, passenger lifts and escalators approved by the Director of Lands linking up each and every building erected or to be erected on the Lot and all major facilities within the Lot including the Railway Station, the Station Carpark, the Government Accommodation, shops, residential blocks, open space, subways, footbridges and community facilities provided thereon constructed or to be construed by the First Owner in accordance with Special Condition Nos.(35)(a)(b) and (c) of the Conditions;

"Pedestrian Subway" means the subway as more particularly described in Special Condition No.(35)(d)(ii) of the Conditions;

"Pedestrian Walkways" means (i) a pedestrian walkway together with such escalators, passenger lifts, staircases, ramps or such other structures approved by the Director of Lands constructed or to be constructed by the First Owner to link up the Government Accommodation, the Railway Station, the Footbridge, the ground level of the Lot and adjacent footpath in accordance with Special Condition No.35(d)(i) of the Conditions and (ii) another pedestrian walkway at ground floor level of the Lot to link up the Government Accommodation and the Pedestrian Subway in accordance with Special Condition No.(35)(d)(ii) of the Conditions;

"Podium" means such part or parts of the Development excluding the Railway Station and the Government Accommodation situated at such levels as are underneath the Towers (but excluding the transfer plates) and comprises the lower ground floor, ground floor, mezzanine floor, level 1, level 2, level 3 and level 5 and such buildings, structures, fixtures, fittings and other appurtenances therein or thereto, and also includes the whole of the Recreational Facilities, the Commercial Accommodation, the residential main entrance lobby and their appurtenances;

"PTI Ingress Retaining Wall" means the retaining wall near the public transport interchange ingress forming part of the Government Accommodation as shown coloured Orange on the Ground Floor Plan (drawing no.A/DMC/02b) annexed hereto;

"Railway Complex" means collectively the Railway Station and the Station Carpark as more particularly defined in Special Condition No.(24)(c) of the Conditions;

"Railway Station" means the Wu Kai Sha Station together with the ancillary railway structures, facilities and roads constructed within Site A by the First Owner as more particularly described in Special Condition No.(24)(a) of the Conditions, the Footbridge Associated Structures, foundations and structures within the Railway Station, roof slab of the Railway Station (including the associated parapet walls) and the waterproofing system applied on the upper surface of the said roof slab, the Slopes and Retaining Walls and the Railway Station Emergency Vehicular Access and for the purpose of identification are shown coloured Grey Stippled Black and Grey Stippled Black Hatched Black on the plans annexed hereto;

"Railway Station Emergency Vehicular Access" means the emergency vehicular access forming part of the Railway Station, which areas for the purpose of identification only are shown and coloured Grey Stippled Black Hatched Black on the plans annexed hereto;

"Railway Structures and Installations" means the Railway Structures and Installations as more particularly defined in Special Condition No.(28)(a) of the Conditions;

"Recreational Facilities" means the following areas and ancillary recreational/ clubhouse facilities provided installed or intended for recreational use by Owners and occupiers both of the Residential Accommodation and their bona fide guests and visitors on level 1, level 2, level 3 and level 5 of the Podium, including but not limited to the indoor swimming pool and outdoor swimming pools, kid's pool, sauna and steam, spa and spa villas, changing rooms, reading rooms, study room, the tennis court, the table tennis room, karaoke rooms, fitness room, the bowling alley, the multi-purpose ball court, jacuzzi, game rooms, video game room, gymnasium, kid's gymnasium, billiard rooms, children's play areas, outdoor children play areas, music room, computer room, function rooms, aerobic room, sitting areas and lounges, BBQ huts, clubhouse entrance foyer, reception areas, landscaped gardens and include the air-conditioning plant room(s) and control room(s), AHU rooms of such areas and facilities and such other recreational areas and ancillary facilities as may from time to time be constructed by the First Owner in accordance with Special Condition No.(31) of the Conditions;

"Residential Accommodation" means such parts of the Development constructed or to be constructed for residential purposes in accordance with the Conditions, the Master Layout Plans and the Building Plans;

“Residential Carpark Common Areas and Facilities” means such areas within the Lot which are for the common use and benefit of the Owners and occupiers of the Residential Parking Spaces and Motor Cycle Units including lifts, landings, manoeuvring and circulation areas, electrical meter rooms, electrical room, lift lobbies, lift machine rooms, F.S. pump rooms, water tanks, driveways, ramps, the relevant parts of the Pedestrian Link linking up such areas and facilities with each and every building and all major facilities within the Lot, control gates, and all the water pipes, drains and wires and cables and lighting in respect of the Residential Parking Spaces and Motor Cycle Units, fire fighting installation and equipment, and any other systems, devices and facilities installed for the use and benefit of the Residential Parking Spaces and Motor Cycle Units, and includes such other areas, apparatus, devices, systems and facilities of and in the Development within the Residential Parking Areas as are now or may from time to time be designated by the First Owner as Residential Carpark Common Areas and Facilities but EXCLUDING all the other types of Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner, which areas and facilities for the purpose of identification only are shown and coloured Yellow on the plans annexed hereto (insofar as such areas, systems, devices and facilities are identifiable on such plans);

“Residential Common Areas and Facilities” means and includes the Recreational Facilities, the Visitors’ Parking Areas and such of the passages, entrances, landings, halls, lobbies, lift lobbies, escalators, top roofs, structural walls, external walls and surfaces (including balcony, glass panel and utility platform) of the Residential Accommodation (including the architectural features and tie beams) but other than those balcony, railings, glass panel and utility platform forming part of the Residential Units, Gondola for the purpose of supporting hoisting equipments used in relation to the maintenance, repair and replacement of the external glazing panels of the Residential Accommodation, Gondola storage and parking areas, the associated finishes above the waterproofing system applied on the upper surface of the roof slab of the Railway Station, transfer plates, such spaces for the parking of bicycles belonging to residents of the Residential Accommodation and their bona fide guests and visitors, A/C platforms, stairways, fire services pump room, fan rooms, filtration plant rooms, emergency generator room, oil fuel tank room, M.D.F. rooms, store rooms, pools, fountains, roofs and flat roofs (other than those roofs and flat roofs forming part of the Residential Units), refuge floors, mail rooms, meter rooms and meter spaces, transformer rooms, switch rooms, hopper rooms, lift machine rooms, pump rooms, street fire hydrant water tank and pump room, caretaker office at the entrance of each of the Towers, loading and unloading bays serving the Towers as shown on the Building Plans, flower beds and boxes, planters, lawns, landscaped deck, landscaped areas, gardens, covered walkways and roof thereof and such of the lifts, firemen’s lifts, the relevant parts of the Pedestrian Link linking up such areas and facilities with each and every building and all major facilities within the Lot, water tanks, aerials, meters, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development

intended for the common use and benefit of the Owners and occupiers of the Residential Accommodation and their bona fide guests and visitors and such other areas within the Lot and such other systems, devices and facilities within the Development as are now or from time to time designated by the First Owner for common use and benefit of the Residential Accommodation and Visitors' Parking Areas in accordance with this Deed but EXCLUDING all the other types of Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner, which areas and facilities for the purpose of identification only are shown and coloured Brown on the plans annexed hereto (insofar as such areas, systems, devices and facilities are identifiable on such plans);

"Residential Parking Areas" means all Residential Parking Spaces, all Motor Cycle Units and the Residential Carpark Common Areas and Facilities provided on level 1 of the Podium but EXCLUDING the Visitors' Parking Areas;

"Residential Parking Space" means a space in the Residential Parking Areas intended for the parking of motor vehicles by an Owner or residents of the Residential Accommodation and to which Undivided Shares have been or will be allocated;

"Residential Unit" means a unit in the Residential Accommodation to which Undivided Shares have been or will be allocated and shall have the same definition as "flat" under the Building Management Ordinance (Cap.344 of the Laws of Hong Kong);

"Site A" means such part of the Lot more particularly described as Site A in the Conditions;

"Slopes and Retaining Walls" means the slopes, slope treatment works, retaining walls (if any) or other structures within the Lot as shown coloured Grey Stippled Black on the Slope Plan of a scale of not less than 1:500 annexed hereto or outside the lot (if any), which are required to be maintained by the Owner of the Railway Complex in accordance with the "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended from time to time) and the maintenance manual(s) for the same;

"Special Fund" means the Special Fund maintained by the Manager under Clause 21 hereof;

"Station Carpark" means a station carpark comprising 65 spaces or such other number of spaces as may be approved in writing by the Director of Lands, driveways, the relevant parts of the Pedestrian Link linking up the station carpark with each and every building and all major facilities within the Lot or such areas provided on level 1 of the Podium for the parking of motor vehicles by persons using the MOS Rail constructed or to be provided and constructed by the First Owner pursuant to or in accordance with Special Condition No.(24)(b) of the Conditions and for the purpose of identification are shown coloured Grey on the plans annexed hereto;

"Sub-Deed" means any sub-deed or deed poll to be entered into between the Owners and other relevant parties (if any) regulating the parties' respective rights, interests and obligations in respect of certain part or parts of the Development;

“Term” means the term of 50 years commencing on 6th October 2005 created by the Conditions or any extension or renewal thereof;

“Tower” means each of the seven (7) towers in the Residential Accommodation and intended to be known as Towers 1, 2, 3, 5, 6, 7 and 8 and “Towers” shall be construed accordingly;

“Undivided Shares” means those equal undivided parts or shares of and in the Lot and of and in the Development allocated in accordance with the provisions of this Deed or in accordance with any Sub-Deed;

“Unit” 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 any Residential Unit, any Residential Parking Space, any Motor Cycle Unit and/or the Commercial Accommodation;

“Visitors’ Parking Areas” means such spaces, driveways and areas provided on level 1 of the Podium, the use of which is or will be set aside or reserved for the parking of motor vehicles belonging to bona fide guests or visitors to the Residential Accommodation;

“Works and Installations” means the items of all major works and installations in the Estate more particularly set out in the **FIFTH SCHEDULE** hereto which will require regular maintenance on a recurrent basis.

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

(3) References in this Deed to any Ordinance shall (except where the content otherwise requires) be deemed to include any statutory re-enactment or any statutory modifications thereof and any bye-laws, rules or regulations thereunder for the time being in force and shall include any legislation, ordinance, bye-laws, rules or regulations in substitution therefor.

(4) The clause headings in this Deed are included for ease of reference and shall not affect the interpretation or construction of the relevant clauses and paragraphs.

(5) The rule known as the ejusdem generis rule shall not apply and accordingly general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts matters or things and several words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

SECTION I
RIGHTS AND OBLIGATIONS OF OWNERS

1. Grant of right to First Owner

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

2. Grant of right to First Assignee

The First Assignee shall at all times hereafter subject to and with the benefit of the Conditions and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the First Assigned Unit assigned to the First Assignee by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.

3. Right of all Owners

Each Undivided Share and the full and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the person or persons from time to time entitled thereto subject to and together with the benefit, insofar as applicable, of the easements, rights and privileges provided in the **SECOND SCHEDULE** hereto and the express covenants and provisions herein contained.

4. Owners bound by covenants and restrictions

The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the **THIRD SCHEDULE** hereto so far as the same relate to such Undivided Share held by him or them and shall hold each Undivided Share subject to the easements, rights and privileges set out in the **FOURTH SCHEDULE** hereto.

5. Disposal Restrictions

Subject to the Conditions and this Deed, every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Shares together with the exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Development which may be held therewith **PROVIDED THAT** any such sale, assignment, mortgage, charge, lease or licence shall be made expressly subject to and with the benefit of this Deed **AND PROVIDED FURTHER THAT :-**

- (a) The Owner of the Commercial Accommodation shall only, subject to the rights reserved to the First Owner hereunder, assign sell or dispose of the Commercial Areas as a whole or the Kindergarten as a whole PROVIDED THAT :-
 - (i) the Owner of the Commercial Accommodation shall not assign sell or otherwise dispose part of the Commercial Accommodation unless it shall first assign the whole of the Commercial Common Areas and Facilities free of cost together with the number of Undivided Shares relating thereto to the Manager or an Owners' Corporation incorporated under the Building Management Ordinance (Cap.344 of the Laws of Hong Kong) for the general amenity of the Owners of the Commercial Accommodation (in case of multi-ownership) subject to the Conditions and this Deed. Such Undivided Shares together with the exclusive right to hold, use, occupy and enjoy the relevant premises shall if assigned to the Manager be held by the Manager as trustee for all the Owners of the Commercial Accommodation (in case of multi-ownership) for the time being and in the event the Manager shall be wound up or have a receiving order made against it and another manager be appointed in its stead in accordance with this Deed, then the liquidator or the receiver shall assign such Undivided Shares together with the Commercial Common Areas and Facilities which they represent to the new Manager PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights and powers of the Manager contained in this Deed; and
 - (ii) except with the prior consent of the First Owner, the Owner of the Commercial Accommodation shall not sub-divide or partition for sale any part of the Commercial Areas and the Kindergarten of which he is entitled to the sole and exclusive use, occupation and enjoyment into separate units and the plan of such sub-division or partition and the Sub-Deed for sub-allocation of Undivided Shares and Management Units shall be subject to the prior consent of the First Owner.
- (b) Residential Parking Spaces shall not be:-
 - (i) assigned except:
 - (aa) assigned together with such Undivided Share(s) and right of exclusive use and possession as relating to one or more Residential Unit(s), or
 - (bb) assigned to an Owner of such Undivided Share(s) of Residential Unit(s); or
 - (ii) underlet except to residents of any Residential Unit(s);

PROVIDED THAT in any event except with the prior written consent of the Director of Lands, not more than three (3) Residential Parking Spaces shall be assigned or underlet to the Owner or resident of any one Residential Unit.

6. Right to exclusive use not to be dealt with separately from Undivided Shares

The right to the exclusive use, occupation and enjoyment of any part of the Lot or the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause shall, subject to the Conditions, not extend to leases or tenancies in respect of any part of the Lot or Development the terms of which shall not exceed ten (10) years (other than leases in respect of the Commercial Accommodation or the Station Carpark or any part thereof for such terms as are not longer than the maximum term permitted under the Conditions or for such longer term as may be approved by the Director of Lands).

7. Rights of Owners

- (a) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
- (b) Every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Development Common Access for all purposes connected with the proper use and enjoyment of the same.
- (c) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy the Commercial Accommodation or any part thereof together with his bona fide guests and visitors, occupiers, tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Commercial Common Areas and Facilities connected with the proper use and enjoyment of the same.
- (d) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Residential Unit together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
- (e) Every Owner with the exclusive right and privilege to hold, use occupy and enjoy any Residential Parking Space or any Motor Cycle Unit together with his bona fide guests and visitors, tenants, servants, agents, invitees and licensees

shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

- (f) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy the Station Carpark, any Residential Unit, any Residential Parking Space or any Motor Cycle Unit or the Commercial Parking Areas or any part thereof together with his operator or manager, bona fide guests and visitors, occupiers, tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Mixed Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
- (g) In each of the above cases the right and liberty shall be subject to the provisions of this Deed, any relevant Sub-Deed, the Estate Rules, the rights of the Manager, the rights and privileges of FSI as Owner of the Government Accommodation and the rights and privileges of the Owner of the Railway Complex reserved or granted hereunder and shall not in any way adversely affect or prejudice the easements rights and privileges reserved or granted to FSI and the Owner of the Railway Complex in this Deed and the Conditions.

SECTION II

RIGHTS AND OBLIGATIONS OF FSI

8. Rights and Obligations of FSI as the Owner of the Government Accommodation

- (a) FSI as Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation only but not the remainder of the Development nor any areas, facilities and services outside the Lot for which the Owners (excluding FSI only) is responsible under the Conditions. Notwithstanding the aforesaid, 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 of the Government Accommodation has approved in writing the estimated costs and the maintenance work to be carried out by the Manager.
- (b) FSI as Owner of the Government Accommodation shall not be liable to contribute towards any Management expenses and maintenance charges in respect of the remainder of the Development nor any areas, facilities or services outside the Lot for which the Owners (excluding FSI only) is responsible under the Conditions and in particular, FSI shall not be liable for

payment of any Management expenses and maintenance charges whatsoever incurred in respect of the Common Areas and Facilities nor any areas, facilities or services outside the Lot, including the Items.

- (c) FSI as Owner of the Government Accommodation shall be exempt from the fitting out regulations (if any) and from using the First Owner's or the Manager's nominated maintenance or service contractors.
- (d) FSI shall not be liable for payment of Special Fund, debris removal fee or payment of a like nature.
- (e) Any consent that the Owner of the Government Accommodation may be required to obtain from the Manager shall not be unreasonably withheld and shall be provided free of charge.

SECTION III **ADDITIONAL RIGHTS OF THE FIRST OWNER**

9. The First Owner shall for as long as it remains the beneficial owner of any Undivided Share (and in addition to any other rights which it may have reserved under the said Assignment to the First Assignee or otherwise) have the sole and absolute right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights :-

- (a) Right of access for improving, renovating or completing the Development etc.

The right to enter into and upon all parts of the Lot and the Development (other than any part of the Development the exclusive right to hold use occupy and enjoy is owned by an Owner) with all necessary equipment, plant and materials for the purposes of constructing, completing, improving or renovating the other parts of the Development (including without limitation the Commercial Accommodation) and of constructing such other building(s) or structure(s) thereon and may, for such purposes, carry out all such works in, under, on or over the Lot and the Development as it may from time to time see fit PROVIDED THAT nothing herein shall absolve the First Owner from obtaining any Governmental approval which may be required for the same. The right of the First Owner to enter the Lot and the Development to carry out such works shall extend equally to all necessary contractors, agents, worker and other persons authorised by the First Owner. The First Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Lot and the Development that the Owners, their tenants, servants, agents or licensees may or may not use while such works are being carried out PROVIDED THAT the exercise of such right shall not interfere with an Owner's right to hold, use, occupy and enjoy the part or parts of the Estate which he owns or prevent the access to and from any such part or parts of the Estate AND PROVIDED THAT the First Owner shall at its own expense make good any damage or loss that may be caused by or arise from such construction, demolition or other works or such right of entry

and shall ensure that such construction works shall cause the least disturbance and be carried out without delay and negligence.

(b) To designate parts of Commercial Accommodation to be additional Commercial Common Areas and Facilities

To designate and declare by deed as it shall in its absolute discretion deem fit any area or part or parts of the Commercial Accommodation the sole and exclusive right to hold, use, occupy and enjoy which, and to receive the rents and profits in respect of which, is then beneficially owned by the First Owner to be additional Commercial Common Areas and Facilities PROVIDED THAT such designation and declaration of the Commercial Accommodation to be additional Commercial Common Areas and Facilities shall only be exercised by the First Owner and no other Owners may exercise such right except with the prior consent of the First Owner which may be provided on such terms and conditions and for such consideration as the First Owner shall in its absolute discretion think fit PROVIDED ALSO THAT any such designation and declaration to be additional Commercial Common Areas and Facilities shall be subject to approval by a resolution of Owners at an Owners' meeting convened under this Deed whereupon with effect from such designation and declaration such additional Commercial Common Areas and Facilities shall form part of the Common Areas and Facilities as provided in this Deed (in case of multi-ownership of the Commercial Accommodation) and the Owners of the Commercial Areas and the Kindergarten shall contribute to the maintenance and upkeep of the same as if they were part of the Commercial Common Areas and Facilities PROVIDED FURTHER THAT in making such designation the First Owner shall not interfere with or adversely/materially affect an Owner's rights and interests to hold, use, occupy and enjoy the part of the Development which he owns or affect the proper use and enjoyment of the Government Accommodation and the Railway Complex PROVIDED FURTHER THAT neither the First Owner nor the Manager shall have the right to re-convert or re-designate the Commercial Common Areas and Facilities to its own use or benefit.

(c) To assign Common Areas and Facilities to Manager or Owners' Corporation

The right to assign any of the Common Areas and Facilities free of cost together with the number of Undivided Shares relating thereto to the Manager or an Owners' Corporation incorporated under the Building Management Ordinance (Cap.344 of the Laws of Hong Kong) for the general amenity of the Owners and other residents of the Development Subject to the Conditions, in particular Special Condition No.(40)(a) of the Conditions, and subject to this Deed. Such Undivided Shares together with the exclusive right to hold, use, occupy and enjoy the relevant premises shall if assigned to the Manager be held by the Manager as trustee for all the Owners for the time being and in the event the Manager shall be wound up or have a receiving order made against it and another manager be appointed in its stead in accordance with this Deed, then the liquidator or the receiver shall assign such Undivided Shares together with the Common Areas and Facilities which they represent to the new

Manager PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights and powers of the Manager contained in this Deed.

(d) To deal with own Undivided Shares

At all times hereafter but subject to and with the benefit of the Conditions and this Deed insofar as they relate thereto, the full and unrestricted right without interference by the Owners to assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with the Undivided Shares retained by the First Owner (other than the Undivided Shares in respect of the Common Areas and Facilities) and SUBJECT TO the approval of the Director of Lands to allocate and from time to time to re-allocate the Undivided Shares so retained by the First Owner to any of the Residential Units or Residential Parking Spaces or Motor Cycle Units or the Commercial Accommodation within the Development PROVIDED THAT the total number of Undivided Shares for each such part remains unchanged, and to assign, mortgage, charge, lease, license or franchise the full and exclusive right and privilege to hold, use, occupy and enjoy any such premises within the Development PROVIDED THAT such dealings shall not contravene the terms and conditions of the Conditions PROVIDED ALWAYS THAT the right to re-allocate Undivided Shares in this sub-clause (d) should not affect the proportion of shares allocated to the Government Accommodation and the Railway Complex.

(e) To amend Building Plans etc.

The right to change, amend, vary, add to or alter the Building Plans, the Master Layout Plans and the Approved Landscaping Proposals existing at the date hereof from time to time without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director of Lands or other Government Authorities pursuant to the Conditions or other applicable legislation and no such change or addition shall give to the Owners any right of action against the First Owner PROVIDED THAT the physical use and enjoyment of the Units by the Owners shall not be materially adversely affected thereby PROVIDED ALWAYS THAT any amendment to the Master Layout Plans should not affect the Government Accommodation and the Railway Complex and PROVIDED FURTHER THAT the right to amend, vary, alter plans in this sub-clause (e) should not impede or restrict access to or from the Government Accommodation and the Railway Complex and should require approval of the Owner(s) of the Government Accommodation and the Railway Complex if it directly affects the Government Accommodation or the Railway Complex and GPA and the Owner of the Railway Complex shall in their sole discretion determine whether or not the Government Accommodation or the Railway Complex is directly affected (as the case may be).

(f) To modify Conditions etc.

The right to apply to, negotiate and agree with the Government to amend, vary or modify the Conditions (including the plan(s) annexed thereto) in such manner as the First Owner may deem fit (including, and without limiting the generality of the foregoing, any amendment, variation or modification of the Conditions (including the plan(s) annexed thereto) the effect of which is to confer on or except and reserve unto the Government the right to require any variation or modification to any part of the Lot and the Development and/or the right to grant to any owner and his successors and assigns of any adjoining or neighbouring lands or any lands adjoining or connected to any adjoining or neighbouring lands whether by any private or public roads or passageways or otherwise the right and liberty to pass, repass, on, along, over or through the Lot and the Development with or without vehicles for access to or otherwise for the proper use and enjoyment of such lands subject to such terms and conditions as the Government may deem appropriate) without the concurrence or approval of any Owner and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner PROVIDED THAT the physical use and enjoyment of the Units by the Owners shall not be materially adversely affected thereby PROVIDED ALSO THAT the First Owner shall be fully responsible to the exclusion of other Owners for any relevant premium or premia (if any) payable to the Government including administrative fees unless such amendment, variation or modification of the Conditions is required by the Government PROVIDED FURTHER THAT the prior written approval of the Owner of the Government Accommodation shall be required if in the opinion of GPA as representative of FSI such amendment, variation or modification of or to the Conditions directly affects the Government Accommodation PROVIDED FURTHER THAT the rights of the Owner of the Government Accommodation in the use and enjoyment of and access to the Government Accommodation shall not be prejudiced and the right to modify the Conditions in this sub-clause (f) must not result in the Owner of the Government Accommodation being liable for any premium payable for any variation save that the Owner of the Government Accommodation may agree to pay that portion of the premium payable for the variation to the extent that the variation, in the opinion of GPA, directly benefits the Government Accommodation but not otherwise.

(g) To affix fixtures signs and advertisements etc.

The right to affix, maintain, alter, renew and remove at its own costs any one or more chimneys, signs, advertisements, masts, aerials, antennae, satellite dishes, lightning conductors and lighting and other fixtures of whatsoever kind on any part or parts of the Common Areas and Facilities (save and except the external walls of the Government Accommodation) and such other areas of the Development the exclusive right to hold, use, occupy and enjoy which has not been assigned (save and except the external walls of the Government Accommodation) and the right to enter into and upon any part of the Buildings with or without workmen and equipment at all reasonable times on giving prior reasonable written notice (except in case of emergency) for any or all of

the purposes aforesaid and to license or otherwise permit or grant the right so to do to any other person on such terms as the First Owner may deem fit. All advertising rights within or upon the Development (save and except the external walls of the Government Accommodation) shall be reserved to the First Owner subject to the approval of the Director of Lands required under Special Condition No.(76) of the Conditions PROVIDED THAT the First Owner shall be entitled to all fee or monetary benefit arising from the aforesaid act to license permit or grant the right in relation to the Common Areas and Facilities (save and except the external walls of the Government Accommodation) and PROVIDED FURTHER THAT the approval by a resolution of Owners at an Owners' meeting convened under this Deed shall be obtained prior to the exercise of such right in or on any part or parts of the Common Areas and Facilities and any payment received for the approval must be credited to the Special Fund and PROVIDED ALWAYS THAT any such chimney, sign, advertisement, mast, aerial, antennae, satellite dish, lightning conductor or lighting or other fixture shall not interfere with the use and enjoyment by other Owners of the part or parts of the Development owned by them and that the First Owner shall cause the least disturbance and at its own expense make good any damage caused thereby and no chimney, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation.

(h) To change name of Estate

The right to change the name of the Estate or any or all of the Buildings at any time up to the date of the issue of the permanent Occupation Permit in respect of the Development upon giving three (3) months' prior written notice to the Owners and shall not be liable to any Owner or other person having an interest in the Development for any damages, claims, costs or expenses resulting therefrom or in connection therewith.

(i) To dedicate to public part(s) of Development

The right to dedicate to the public any part or parts of the Common Areas and Facilities or any part or parts of the Lot and/or the Development vested in the First Owner (except the Government Accommodation) for the purposes of passage with or without vehicles or in such manner as the First Owner shall in its absolute discretion deem fit PROVIDED THAT in making such dedication the physical use and enjoyment of the Units by the Owners shall not be materially adversely affected thereby and PROVIDED FURTHER THAT no Owner except the First Owner shall have any claim for any benefit in the event that the Buildings Department may permit the site coverage or the plot ratio for any building or buildings or for any part or parts of any building or buildings within the Lot to exceed the permitted percentage site coverage or the permitted plot ratio, as the case may be, as a result of such dedication or in the event that the Government may offer any money or grant any land as compensation for or in exchange of such dedication and PROVIDED FURTHER THAT any extra site coverage or plot ratio obtained by the First Owner as a result of dedication of any part or parts of the Common Areas and

Facilities shall be used and designated as part of the Common Areas and Facilities and any monetary compensation so obtained by the First Owner shall go into the respective management funds insofar as it relates to that part of the Lot and the Development.

- (j) To construct maintain demolish etc. the Pedestrian Link and the Pedestrian Walkways

The right to construct, and, where the Owners and the Manager have defaulted to do so, to repair, maintain, alter, demolish and remove the Pedestrian Link and the Pedestrian Walkways subject to the Conditions and to be reimbursed of the costs and expenses (as determined by the First Owner) of such repair, maintenance, alteration, demolition and removal works by the Owners (other than the Owner of the Railway Complex and the Owner of the Government Accommodation) and the Manager.

- (k) To adjust boundary of the Lot

The right to adjust and/or re-align the boundary of the Lot and to negotiate and agree with the Government in connection therewith and for that purpose to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner PROVIDED THAT the physical use and enjoyment of the Units by the Owners shall not be materially adversely affected thereby PROVIDED ALWAYS THAT the approval of the Owner(s) of the Government Accommodation and the Railway Complex is required if it directly affects the Government Accommodation or the Railway Complex (as the case may be) and GPA and the Owner of the Railway Complex (as the case may be) shall in their sole discretion determine whether or not the Government Accommodation or the Railway Complex is directly affected.

- (l) To enter into Sub-Deed

Subject to the approval of the Director of Lands, the right to enter into Sub-Deed in respect of any part or parts of the Lot or the Development PROVIDED THAT such Sub-Deed shall not conflict with the provisions of this Deed or the terms and conditions of the Conditions or affect the rights, interests or obligations of the other Owners bound by this Deed or any other previous Sub-Deed and if the Director of Lands is satisfied, upon submission of the draft Sub-Deed, that the Sub-Deed relate only to the internal sub-division of an existing Unit and by the Sub-Deed there will be no alteration to Common Areas and Facilities or liability for management or other charges under this Deed, the Director of Lands may, in his absolute discretion, waive the requirement of approval of the Sub-Deed PROVIDED THAT the right to enter into Sub-Deed in relation to the sub-division or partition for sale of any part of the Commercial Accommodation shall only be exercised by the First Owner and no other Owners may exercise such right except with the prior consent of the First Owner which may be provided on such terms and

conditions and for such consideration as the First Owner shall in its absolute discretion think fit.

(m) To appoint temporary Manager

The right to appoint any estate management company or agency as it shall think fit as temporary Manager for a period of three months after the termination of the Manager's appointment or until such time when the Owners' Committee has appointed a new Manager, whichever is the later PROVIDED THAT the First Owner shall only be entitled to exercise such right if the Owners' Committee has failed to appoint a new Manager prior to the date of termination of the appointment of the Manager.

(n) To obtain grant of easements etc.

The right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways), footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by modification of the Conditions or licence for the benefit of the Lot and the Development on such terms and conditions and from such persons as the First Owner shall deem fit PROVIDED THAT prior written approval from the Owners' Committee should be obtained if payment out of the management funds is involved and PROVIDED FURTHER THAT the exercise of such right shall not adversely affect the rights and interest of the Owners in the Development.

(o) To grant easements etc.

Subject to the approval of the Owners' Committee (if already established), the right to grant any rights, rights of way or easements or quasi-easements to use any roads, driveways, passageways, walkways, footpaths or pedestrian bridges over any part or parts of the Common Areas and Facilities or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands or any lands adjoining or connected to any adjoining or neighbouring lands whether by any private or public roads or passageways or otherwise whatsoever on such terms and conditions and to such persons as the First Owner shall deem appropriate PROVIDED THAT any receipt from the exercise of such right shall form part of the management funds.

(p) To install broadcast reception, information distribution or communication system

Subject to the approval of the Owners' Committee (if any) and Clause 15 Proviso (iv) hereunder, the right and privilege to install in or affix to or use or operate on (or permit or grant the right to any person to install in or affix to or

use or operate on) any part of the Development to which no Owner has the exclusive right to occupy any broadcast reception, information distribution or communications system including, without limitation, satellite master antenna system, communal aerial broadcast distribution system, microwave distribution system, cable and wireless communications systems and transmission and transponder systems not serving the Development exclusively, together with the right to repair, maintain, service, remove or replace the same PROVIDED THAT any payment received from the exercise of such right must be credited to the Special Fund and PROVIDED FURTHER THAT such devices, installations or systems shall not affect the signaling of the Railway Station.

(q) To surrender the Pedestrian Walkways

In the event that the Government agrees to take over the Pedestrian Walkways or any part thereof, the right to surrender the same or any part thereof to the Government.

(r) To rectify errors and mistakes in this Deed

The right within the first 12 months of this Deed to rectify such mistakes and errors appearing in this Deed due to omission or inadvertence without reference to the Owners PROVIDED THAT such mistakes or errors do not materially change the rights or obligations of the parties to this Deed.

(s) To partition the Commercial Accommodation

To partition the Commercial Accommodation into such number of portions and/or Units as the First Owner shall think fit PROVIDED THAT any works to be carried out pursuant to such partitioning shall be done in accordance with the terms of this Deed and the Buildings Ordinance (Cap.123 of the Laws of Hong Kong) and shall not contravene any terms of the Conditions PROVIDED ALSO THAT such partitioning of the Commercial Accommodation shall only be exercised by the First Owner and no other Owners may exercise such right except with the prior consent of the First Owner which may be provided on such terms and conditions and for such consideration as the First Owner shall in its absolute discretion think fit PROVIDED FURTHER THAT the right of the First Owner under paragraphs (b), (d), (e) and (l) above shall apply as a result of such partitioning AND PROVIDED FURTHER THAT if a new easement or common area to be enjoyed by the co-owners thereof shall be created upon such partitioning within the Commercial Accommodation, the management of such new easement or common area shall be undertaken by the Manager of the Development pursuant to the terms and conditions under the Sub-Deed made upon such partitioning.

(t) To confer the additional rights of the First Owner

The right to confer any of its rights in this Clause 9 by express assignment or licence made from time to time of such rights

PROVIDED THAT the rights reserved to the First Owner herein shall be subject to the rights and privileges of FSI as Owner of the Government Accommodation and the rights and privileges of the Owner of the Railway Complex reserved or granted hereunder and shall not in any way adversely affect or prejudice the easements rights and privileges reserved or granted to FSI and the Owner of the Railway Complex in this Deed and the Conditions.

10. Power of Attorney to First Owner

The Owners hereby jointly and severally and irrevocably APPOINT the First Owner as their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 9 above with full power of delegation and the Owners hereby further jointly and severally and irrevocably undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the above mentioned grant PROVIDED THAT the First Owner shall not represent FSI in any dealings with the Government directly affecting the Government Accommodation and GPA shall have the absolute right to determine in its sole discretion whether or not the Government Accommodation is directly affected.

11. Assignment to include covenant

Every Assignment by an Owner of the Undivided Shares and the part of the Development that he owns (save and except the FSI) shall include a covenant in substantially the following terms :- "The Purchaser hereby covenants with the Vendor (the "First Owner") for himself and as agent for the First Owner (which expression shall include its successors and assigns (other than the Purchaser) and attorneys) for the purpose of enabling the First Owner to exercise all or any of the covenants, rights, entitlements, exceptions and reservations granted, excepted and reserved under Clause 9 of the Deed of Mutual Covenant and Management Agreement dated [] relating to Sha Tin Town Lot No.530 (the "Deed of Mutual Covenant") and to the intent that such 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 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 Development and be enforceable by the First Owner and its successors and assigns that :-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the First Owner under Clause 9 of the Deed of Mutual Covenant 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, entitlements, exceptions and reservations by the First Owner;
- (ii) the Covenanting Purchaser shall, if required by the First Owner, do everything necessary, including giving express consents in writing to the exercise of the said covenants, rights, entitlements, exceptions and reservations by the First

Owner under Clause 9 of the Deed of Mutual Covenant, to facilitate the exercise of the said covenants, rights, entitlements, exceptions and reservations by the First Owner;

- (iii) the Covenantee Purchaser hereby expressly and irrevocably appoints the First Owner 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 First Owner may from time to time appoint) and grants unto the First Owner the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenantee Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the said covenants, rights, entitlements, exceptions and reservations conferred on the First Owner as aforesaid and the Covenantee Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant and will ratify and confirm all that the First Owner shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and administrator(s) and the successor(s) and the assign(s) of the Covenantee Purchaser and shall not be revoked by the Covenantee Purchaser or by the death incapacity or the winding up (as the case may be) of the Covenantee Purchaser;
- (iv) the Covenantee Purchaser shall abide by the provisions of the Deed of Mutual Covenant as if the same terms and covenants on the part of the Purchaser set out therein are made directly by the Covenantee Purchaser; and
- (v) 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 binding covenants on terms identical in scope and extent to the covenants (i), (ii), (iii) and (iv) hereinbefore contained and this covenant (v). Such covenant shall be deemed to have been made with the Covenantee Purchaser for himself and as agent for the First Owner by the said purchaser or assignee.

PROVIDED THAT upon the Covenantee Purchaser complying with and performing the covenant (v) hereinbefore contained, the Covenantee Purchaser shall not be liable for any breach of the covenants (i), (ii), (iii) and (iv) 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 covenants identical in scope and extent to the covenants (i), (ii), (iii), (iv) and (v) hereinbefore contained.”

SECTION IV
MANAGER AND MANAGEMENT EXPENSES

12. Appointment of Manager

The Manager (subject to Clause 48 herein) shall undertake the management, operation, servicing, cleansing, maintenance, repair, renovation, replacement and security of the Estate (all or any of which activities where not inapplicable herein included under the word "management") initially for a term of two (2) years from the appointment of the Manager under this Deed, and such appointment shall continue thereafter until and unless terminated by the Manager upon giving to the Owners' Committee not less than three (3) calendar months' notice in writing to terminate the appointment and, where there is no Owners' Committee, by serving such a notice on each of the owners and by displaying such a notice in a prominent place in the Estate PROVIDED THAT prior to the formation of the Owners' Corporation, the Owners' Committee may at any time give not less than three (3) calendar months' notice in writing to the Manager to terminate its service without compensation pursuant to a resolution of the Owners pursuant to Clause 67(i)(v) of this Deed. The appointment of the Manager shall be terminated forthwith whether before or after the expiry of the said initial term if the Manager shall go into liquidation (except for the purpose of amalgamation or reconstruction). Upon termination of the appointment of the Manager, the Owners' Committee or, as the case may be, the First Owner, in exercise of its right under Clause 9(m) hereof shall establish, employ or appoint such or such type of estate management company or agency as it shall in its discretion think fit to carry out the management and maintenance of the Estate in accordance with the provisions of this Deed and any Sub-Deed.

13. Appointment of substitute Manager and obligations of outgoing Manager

In the event of the Manager giving notice as hereinbefore provided the Manager shall convene a meeting of the Owners' Committee to elect a manager to take its place or in the case of the Manager being wound up or having a receiving order made against it or failing to convene a meeting of the Owners' Committee as aforesaid not less than one half of the total number of the members of the Owners' Committee may forthwith convene a meeting of the Owners' Committee to elect a manager to take its place, and such meeting shall elect a manager who shall at the conclusion of such meeting thereupon and henceforth become vested with all the powers and duties of the Manager hereunder. On giving notice to resign or being given notice of dismissal, the Manager shall within 2 months of the date of his appointment ends and at the expense of the Owners (a) prepare (i) an income and expenditure account for the period beginning with the commencement of the financial year in which his appointment ends and ending on the date his appointment ends; and (ii) a balance sheet as at the date his appointment ended, and shall arrange for that account and balance sheet to be audited by a certified public accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification by such certified public accountant or other independent auditor as may be chosen by the Manager; and (b) deliver to the Owners' Committee (if any) or the Manager appointed in his place any books or records of account, papers, documents and other records in respect of the control, management and administration of the Estate. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that at no time shall the Estate be without a responsible duly appointed manager to manage any of the Buildings after the issue of an Occupation Permit covering the same.

14. Manager's remuneration

- (a) The annual remuneration of the Manager for the performance of its duties hereunder shall be ten per cent (10%) of the total actual annual expenditure (excluding the Manager's remuneration and any capital expenditure of a kind not incurred annually or any expenditure drawn out of the Special Fund) reasonably and properly incurred in the good and efficient management of the Estate. The Manager shall also be entitled to charge and be paid all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder. Payment of the Manager's remuneration hereunder shall be in advance by twelve equal calendar monthly instalments each such payment to be in the sum of one twelfth of the annual remuneration of the Manager being 10% of the estimated total annual expenditure (excluding the Manager's remuneration and any capital expenditure of a kind not incurred annually or any expenditure drawn out of the Special Fund) for the good and efficient management of the Estate payable by the Owners according to the annual budget or revised budget for the year in question to be prepared as provided in Clauses 15-18 hereof and any adjustment payment that needs to be made to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year will be made within three (3) months from the completion of the accounts for such year as provided in Clause 37 hereof. The percentage of total annual expenditure (excluding the Manager's remuneration and any capital expenditure of a kind not incurred annually or any expenditure drawn out of the Special Fund) based upon which the Manager's remuneration is calculated may not be reviewed except with the approval by a resolution of Owners at an Owners' meeting convened under this Deed. By a resolution of Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's remuneration at the rate applicable under the foregoing provision of this Clause, or at such lower rate as considered appropriate by the Owners.
- (b) The Manager's remuneration as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not be subject to any requirement on the part of the Manager to disburse or provide from such money any staff, facilities, accountancy services or other professional supervision for the Estate the cost for which shall be a direct charge upon the management funds.

15. Preparation of Annual Budget by Manager

For the purpose of fixing the contributions payable by the Owners an annual budget showing the estimated Management expenses of the Estate for the ensuing year shall be prepared by the Manager. The first annual budget shall be prepared by the Manager and shall cover the period from the date of the appointment of the Manager under this Deed until the 31st day of December of the same year. Subsequent annual budgets shall be prepared by the Manager in consultation with the Owners' Committee (only if and when it has been established pursuant to the terms of this Deed). Such annual budget shall be in two parts :-

- (a) The first part shall cover all expenditure which in the opinion of the Manager is necessarily and reasonably to be expended as essential or required for the proper management of the Estate and the Estate Common Areas and Facilities therein including but without prejudice to the generality of the foregoing :-
- (i) the maintenance, operation, repair and cleansing of all Estate Common Areas and Facilities and the lighting thereof and the provisions and operation of emergency generators and lighting for the Estate Common Areas and Facilities;
 - (ii) the cultivation, irrigation and maintenance of the lawns and planters and landscaped areas on the Estate Common Areas and Facilities;
 - (iii) the cost of all electricity, gas, water and other utilities serving the Estate Common Areas and Facilities;
 - (iv) the provision of security guard services for the Estate and the cost of employing caretakers, watchmen, cleaners, lift operators and attendants and such other staff to manage and administer the Estate Common Areas and Facilities;
 - (v) the cost and expense of maintaining part of the Pedestrian Link (save and except such part or parts of the Pedestrian Link within the Residential Accommodation) as shown coloured Green on the plans annexed hereto, and the Pedestrian Walkways (until taken over by the Government) and such other areas or drains and channels whether within or outside the Lot serving the Development or that are required to be maintained under the Conditions;
 - (vi) the remuneration of the Manager calculated in accordance with Clause 14 of this Deed for providing its services hereunder;
 - (vii) the policy of insurance in relation to Estate Common Areas and Facilities in respect of third party risks (including the death of, or the bodily injury to, any person) and the insurance against damage by fire and other risks and/or such other perils up to the full new reinstatement value thereof and as the Manager shall deem fit, against third party risks (including the death of, or the bodily injury to, any person), or public liability or occupier's liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;
 - (viii) such sum for contingencies as may be approved by the Owners' Committee;
 - (ix) legal and accounting fees and all other professional fees and costs properly incurred by the Manager in carrying out the services provided under this Deed;

- (x) all costs incurred in connection with the Estate Common Areas and Facilities;
 - (xi) any tax payable by the Manager on any of the sum held by it under the provisions of this Deed PROVIDED HOWEVER THAT any tax payable on the Manager's remuneration shall be borne and paid by the Manager;
 - (xii) the cost of repairing and maintaining all roads, slopes, footbridges, subways, retaining walls, Government land and other structures (but excluding the Government Accommodation and the Railway Complex) on outside or adjacent to the Lot or forming part of the Development;
 - (xiii) the licence fees payable to the Government for laying of drains and channels which serve the Development within or under the Government land adjacent to the Lot;
 - (xiv) all fees costs and expenses incurred by the Manager for the control, operation and maintenance of the green and innovative features of and in the Development.
- (b) The second part shall cover expenditure which in the opinion of the Manager is specifically referable to different specific parts of the Development and shall be divided into three sections :-
- (i) the first section shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities providing service exclusively to Owners of Residential Units including in such expenditure the charges for the installation, operation, service, repair and maintenance of the satellite master antenna system serving the Residential Accommodation, the operation, maintenance, repair and replacement of lifts in the Residential Common Areas and Facilities and the equipment therein the charges for the supply of flushing water, the operation, maintenance, repair, cleansing, lighting and security of their entrance lobbies and lift halls in all of the Towers, expenditure for the operation, maintenance, repair, replacement, cleansing, lighting and security of the Recreational Facilities and the Visitors' Parking Areas, and such proportionate part of the general expenditure for cost of staff, caretakers, watchmen and security forces and for the control, maintenance, repair, cleansing and lighting of the Residential Common Areas and Facilities and the electricity water and other charges and outgoings and the removal and disposal of rubbish therefrom as the Manager shall consider fair and reasonable together with the contribution payable by the Owners of Residential Units towards the repair and maintenance costs and expenses of the waterproofing system applied on the upper surface of the roof slab of the Railway Station under Clause 15 Proviso (vi) hereunder;

- (ii) The second section shall cover all expenditure which in the opinion of the Manager is specifically referable to the Residential Carpark Common Areas and Facilities providing service exclusively to Owners of Residential Parking Spaces and Motor Cycle Units including in such expenditure such proportionate part of the general expenditure for cost of staff, caretakers, watchmen and security forces and for the control, maintenance, repair, cleansing and lighting of the Residential Parking Areas and the electricity water and other charges and outgoings and the removal and disposal of rubbish therefrom as the Manager shall consider fair and reasonable;
- (iii) The third section shall cover all expenditure which in the opinion of the Manager is specifically referable to the Mixed Carpark Common Areas and Facilities providing service exclusively to the Station Carpark, the Residential Parking Areas, the Commercial Parking Areas and the Visitors' Parking Areas including in such expenditure such proportionate part of the general expenditure for cost of staff, caretakers, watchmen and security forces and for the control, maintenance, repair, cleansing and lighting of the Mixed Carpark Common Areas and Facilities and the electricity water and other charges and outgoings and the removal and disposal of rubbish therefrom as the Manager shall consider fair and reasonable;

PROVIDED THAT :-

- (i) If the Commercial Accommodation shall be in multi-ownership, a new section of the annual management budget shall be established by the Manager such section to cover all expenditure which in the opinion of the Manager is specifically referable to the Commercial Common Areas and Facilities and such other areas and facilities as may be designated as common areas and facilities if a Sub-Deed is entered into in respect of the Commercial Accommodation as a consequence of which the same thereby become part of the Commercial Common Areas and Facilities providing service exclusively to the Commercial Accommodation including in such expenditure such proportionate part of the general expenditure for cost of staff, caretakers, watchmen and security forces and for the control, maintenance, repair, cleansing and lighting of the Commercial Accommodation and the electricity water and other charges and outgoings and the removal and disposal of rubbish therefrom as the Manager shall consider fair and reasonable.
- (ii) Expenditure of a capital and/or improvement nature for the improvement of the Buildings and/or the replacement or improvement of installations, systems, equipment and apparatus within or forming part of the Common Areas and Facilities and/or for the efficient management and maintenance of the Estate including the initial costs of setting up a Management Office and the cost of maintaining and repairing any structures in compliance with the Conditions shall be compiled in a separate heading within the appropriate section of the annual budget and shall be payable out of the Special Fund mentioned in Clause 21 of this Deed when the same is established AND

THAT the budget shall also set out an estimate as to the time of any likely need to draw in the Special Fund.

- (iii) The Manager shall not, in any financial year, procure any supplies, goods or services that involves amounts in excess of HK\$200,000.00 (or such other amount as the Secretary for Home Affairs may specify by notice in the Gazette) or that involves an average annual expenditure of more than 20% of the total expenditure estimated in the annual budget or revised annual budget (as the case may be), for that financial year (or of such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, unless the supplies, goods or services are procured by invitation to tender in compliance with the requirements under the Building Management Ordinance (Cap.344 of the Laws of Hong Kong).
- (iv) Contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager must be subject to the following conditions:-
 - (1) the term of the contract will not exceed 3 years;
 - (2) 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
 - (3) 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.
- (v) The management and maintenance costs and expenses of the Development Common Access shall be borne as to 7.50% thereof by the Owner of the Railway Complex and the remaining 92.50% thereof by the Owners of the Estate. For the purpose of fixing the contribution payable a separate annual budget showing the estimated Management expenses of the Development Common Access for the ensuing year shall be prepared by the Manager in accordance with this Deed and subject to the prior approval of the Owner of the Railway Complex.
- (vi) The costs and expenses which are necessarily and reasonably to be expended as essential or required for the proper repair and maintenance of the waterproofing system applied on the upper surface of the roof slab of the Railway Station (as reasonably determined by the Owner of the Railway Complex) shall be borne as to 60% thereof by the Owner of the Railway Complex and the remaining 40% thereof by the Owners of Residential Units and the Manager shall on demand pay to the Owner of the Railway Complex the said contribution payable by the Owners of Residential Units.
- (vii) If there is an Owners' Corporation and, within a period of 1 month from the date that an annual management budget or a revised annual management budget for a financial year is sent or first displayed in accordance with Clauses 16 or 18 hereof, the Owners' Corporation decides, by a resolution of the Owners, to reject the annual management budget or the revised annual management budget, as the case may be, the total amount of Management expenses for the financial year shall, until another annual management

budget or revised annual management budget is sent or displayed in accordance with Clauses 16 or 18 hereof and is not so rejected under this Proviso (iv), be deemed to be the same as the total amount of Management expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.

16. Budget to be displayed/made available to Owners

In respect of each financial year, the Manager shall :-

- (a) send a copy of the draft annual budget to the Owners' Committee or where there is no Owners' Committee display a copy of the same in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days;
- (b) send or display, as the case may be, with the copy of the draft budget a notice inviting each owner to send his comments on the draft annual budget to the Manager within a period of 14 days from the date the draft annual budget was sent or first displayed;
- (c) after the end of that period, prepare an annual budget specifying the total proposed expenditure during that financial year and in the preparation of the annual budget, the Manager shall take into consideration but shall not be obliged to adopt or follow the comments made on the draft budget;
- (d) send a copy of the annual budget to the Owners' Committee, or where there is no Owners' Committee, display a copy of the annual budget in a prominent place in the Estate and cause it to remain so displayed for at least 7 consecutive days;
- (e) upon request in writing by any Owner (except the Owner(s) of the Government Accommodation and the Railway Complex) supply him with a copy of any draft annual budget or annual budget (including any revised annual budget under Clause 18) on payment of a reasonable copying charge.

17.

Calculation and payment of Management expenses

The Manager shall fix the monthly amount to be contributed to the management funds by each Owner in respect of the Buildings managed by the Manager in accordance with the following principles :-

- (a) Each Owner shall pay for every Management Unit allocated to the Commercial Accommodation, any Residential Unit, any Residential Parking Space and any Motor Cycle Unit of which he is the Owner a fraction of the total amount assessed under the first part of the annual adopted budget and the contribution towards the management and maintenance costs and expenses of the Development Common Access as provided in Clause 15 Proviso (v) (after taking into account the contribution of the Owner of the Railway Complex pursuant to sub-clause (f) of this Clause) in which the numerator shall be one

and the denominator is equal to the total number of Management Units in the Estate;

- (b) Each Owner in addition to the amount payable under (a) above shall in respect of each Management Unit allocated to a Residential Unit of which he is the Owner pay a fraction of the total amount assessed under the first section of the second part of the annual adopted budget in which the numerator shall be one and the denominator is equal to the total number of Management Units allocated to all the Towers of the Residential Accommodation;
- (c) Each Owner in addition to the amount payable under (a) and (b) above shall in respect of each Management Unit allocated to any Residential Parking Space and any Motor Cycle Unit of which he is the Owner pay a fraction of the total amount assessed under the second section of the second part of the annual adopted budget in which the numerator shall be one and the denominator is equal to the total number of Management Units allocated to the Residential Parking Spaces and Motor Cycle Units;
- (d) Each Owner in addition to the amount payable under (a), (b) and (c) above shall in respect of each Residential Parking Space, each Motor Cycle Unit, each space of and in the Commercial Parking Areas, each space of and in the Visitors' Parking Areas and each space of and in the Station Carpark of which he is the Owner pay a fraction of the total amount assessed under the third section of the second part of the annual adopted budget in which the numerator shall be one and the denominator is equal to the total number of spaces of and in the Residential Parking Areas, the Commercial Parking Areas, the Visitors' Parking Areas and the Station Carpark;
- (e) If the Commercial Accommodation shall be in multi-ownership, each Owner in addition to the amount payable under (a), (b), (c) and (d) above shall in respect of each Management Unit allocated to the Commercial Areas and the Kindergarten of which he is the Owner pay a fraction of the total amount assessed under the annual adopted budget established by the Manager under Clause 15 Proviso (i) in which the numerator shall be one and the denominator is equal to the total number of Management Units allocated to the Commercial Areas and the Kindergarten;
- (f) The management and maintenance costs and expenses of the Development Common Access shall be borne as to 7.50% thereof by the Owner of the Railway Complex and the remaining 92.50% thereof by the Owners of the Estate;
- (g) It is hereby expressly provided that the Owner's liability to make such payment or contribution shall in no way be reduced by reason of the fact that the Commercial Accommodation, Residential Unit, Residential Parking Space, Motor Cycle Unit, space of and in the Visitors' Parking Areas or the Station Carpark or part to which he is entitled to exclusive possession is vacant or unoccupied and whether it has been let or leased to tenant or is occupied by the Owner himself or any other person

PROVIDED THAT the First Owner shall pay all Management expenses for the Undivided Shares unsold and shall pay and contribute to those expenses which are of recurrent nature for the Undivided Shares unsold. All outgoings including Management expenses and any Government rent in respect of such part(s) of the Estate up to and inclusive of the date of assignment shall be paid by the First Owner and an Owner shall not be required to make any payment or reimburse the First Owner for these outgoings.

18. Preparation of revised budget

- (a) In the event of the Manager finding at any time that the annual budget is insufficient to cover all expenditure it shall subject to the provisions of sub-clause (b) hereunder, prepare a revised budget and have the same reviewed by the Owners' Committee (only if and when it has been established pursuant to this Deed) and the provisions of Clauses 15-17 shall apply mutatis mutandis to the revised budget as to the annual budget. Any surplus of income over expenditure shown in the audited accounts for any financial year shall at the Manager's discretion, either be applied towards the payment of future costs, charges and expenses in respect of the management of the Estate thereafter to become due, or be transferred to the relevant Special Fund referred to in Clause 21 and shall, in either case, be taken into account when calculating the relevant budget for the following financial year.
- (b) The Manager shall also have the power, in the event of a revised budget completed pursuant to and in accordance with sub-clause (a) hereof, to add to the amount to be contributed monthly by any Owner such additional amount as shall be necessary to meet revised estimated expenditure in any accounting year to the intent that any such amount shall form part of the monthly contribution of such Owner to the Management expenses and be recoverable accordingly.

19. Exclusion from Management expenses

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

- (a) any sum attributable or relating to the cost of completing the construction of the Development or any part thereof or any of the Common Areas and Facilities therein or the Pedestrian Link and the Pedestrian Walkways all of which sums shall be borne solely by the First Owner;
- (b) the costs of completing the construction of and maintaining, repairing and operating the Railway Complex which costs shall be borne and paid solely by the Owner of the Railway Complex;
- (c) all existing and future taxes, rates, assessments, property tax, water rates (if separately metered) and outgoings of every description for the time being payable in respect of the Commercial Accommodation, any Residential Units,

any Residential Parking Spaces and any Motor Cycle Units within the Residential Parking Areas which shall be borne by the Owner for the time being thereof;

- (d) the expenses for keeping in good and tenantable repair and condition of the interior fixtures and fittings, windows and doors of the Commercial Accommodation, any Residential Units, any Residential Parking Spaces and any Motor Cycle Units within the Residential Parking Areas together with the plumbing, electrical installations, plant, equipment, apparatus or services thereof not forming part of the Common Areas and Facilities which shall be borne solely by the Owner or Owners for the time being thereof.

20. Attribution of Expenditure

- (a) Where in the Manager's opinion any expenditure has been incurred solely for the benefit of an Owner or a group of Owners or part of a group of Units, the Manager may charge that Owner or those Owners in such proportion as the Manager may determine.
- (b) An Owner's liability to contribute to the expenses of any budget prepared by the Manager shall only accrue with effect from the date that an Occupation Permit is issued in respect of any part of the Estate in which his Unit or Units are situate and then only in respect of such Units and the Manager in determining the Management expenses payable by the Owners shall only apportion expenditure between the Management Units attributable to those Units in respect of which an Occupation Permit has been issued from time to time.

21. Special Fund

- (a) There shall be established and maintained by the Manager as trustee for and on behalf of all the Owners a Special Fund towards payment of expenses of a capital nature for the replacement or improvement of installation, plant and equipment in the Estate Common Areas and Facilities and/or for expenditure of a kind not expected by him to be incurred annually in respect of the Estate Common Areas and Facilities and/or for the sufficient management of the Estate Common Areas and Facilities and such fund shall not be refundable or transferable. The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap.155 of the Laws of Hong Kong) an interest-bearing account, the title of which shall refer to the Special Fund for the Estate Common Areas and Facilities, and shall use the account exclusively for the purpose referred to in this sub-clause (a). The Manager shall without delay pay all money received in respect of such Special Fund into such account.
- (b) There shall be established and maintained by the Manager as trustee for and on behalf of all the Owners of the Residential Accommodation a Special Fund towards payment of expenses of a capital nature for the replacement or improvement of installation, plant and equipment in the Residential Common

Areas and Facilities, contribution payable under Clause 15 Proviso (vi) and/or for expenditure of a kind not expected by him to be incurred annually in respect of the Residential Common Areas and Facilities and/or for the sufficient management of the Residential Common Areas and Facilities and such fund shall not be refundable or transferable. The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap.155 of the Laws of Hong Kong) an interest-bearing account, the title of which shall refer to the Special Fund for the Residential Common Areas and Facilities, and shall use the account exclusively for the purpose referred to in this sub-clause (b). The Manager shall without delay pay all money received in respect of such Special Fund into such account.

- (c) There shall be established and maintained by the Manager as trustee for and on behalf of all the Owners of the Residential Parking Spaces and Motor Cycle Units within the Residential Parking Areas a Special Fund towards payment of expenses of a capital nature for the replacement or improvement of installation, plant and equipment in the Residential Carpark Common Areas and Facilities and/or for expenditure of a kind not expected by him to be incurred annually in respect of the Residential Carpark Common Areas and Facilities and/or for the sufficient management of the Residential Carpark Common Areas and Facilities and such fund shall not be refundable or transferable. The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap.155 of the Laws of Hong Kong) an interest-bearing account, the title of which shall refer to the Special Fund for the Residential Carpark Common Areas and Facilities, and shall use the account exclusively for the purpose referred to in this sub-clause (c). The Manager shall without delay pay all money received in respect of such Special Fund into such account.
- (d) There shall be established and maintained by the Manager as trustee for and on behalf of the Owner of the Station Carpark, Residential Parking Spaces and Motor Cycle Units within the Residential Parking Areas, the Commercial Accommodation and the Visitors' Parking Areas a Special Fund towards payment of expenses of a capital nature for the replacement or improvement of installation, plant and equipment in the Mixed Carpark Common Areas and Facilities and/or for expenditure of a kind not expected by him to be incurred annually in respect of the Mixed Carpark Common Areas and Facilities and/or for the sufficient management of the Mixed Carpark Common Areas and Facilities and such fund shall not be refundable or transferable. The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap.155 of the Laws of Hong Kong) an interest-bearing account, the title of which shall refer to the Special Fund for the Mixed Carpark Common Areas and Facilities, and shall use the account exclusively for the purpose referred to in this sub-clause (d). The Manager shall without delay pay all money received in respect of such Special Fund into such account.
- (e) If the Commercial Accommodation shall be in multi-ownership and a new section of the annual management budget is established for that component part in accordance with Clause 15 Proviso (i), then there shall be established and maintained by the Manager as trustee for and on behalf of the Owners of

that component part a Special Fund towards payment of expenses of a capital nature for the replacement or improvement of installation, plant and equipment in the Commercial Common Areas and Facilities and/or for expenditure of a kind not expected by him to be incurred annually in respect of the Commercial Common Areas and Facilities and/or for the sufficient management of the Commercial Common Areas and Facilities and such fund shall not be refundable or transferable. The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap.155 of the Laws of Hong Kong) an interest-bearing account, the title of which shall refer to the Special Fund for the Commercial Common Areas and Facilities , and shall use the account exclusively for the purpose referred to in this sub-clause (e). The Manager shall without delay pay all money received in respect of such Special Fund into such account.

- (f) Except where the First Owner has made payment under this sub-clause (f), each Owner shall before he is given possession of his part of the Estate by the First Owner deposit with the Manager a sum equivalent to two (2) months of his monthly contribution towards the budgeted Management expenses as an initial contribution to the Special Fund. If the First Owner remains the Owner of 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 (a) the date of this Deed or (b) the date when the First Owner is in a position validly to assign those Units (i.e. when the Consent to Assign or Certificate of Compliance has been issued), the First Owner shall in respect of only such Units deposit with the Manager a sum equivalent to two (2) months of its monthly contribution to Management expenses as an initial contribution to the Special Fund in respect of such Unit(s).
- (g) Each Owner shall on demand pay to the Manager such further annual sum in each calendar year payable in respect of the Commercial Accommodation, the Station Carpark, the Visitors' Parking Areas, any Residential Units, any Residential Parking Spaces and any Motor Cycle Units within the Residential Parking Areas of which he is the Owner based on the annual budget as determined in the Annual General Meeting of the Owners to maintain the respective Special Fund at such level as the Manager shall recommend. PROVIDED THAT such contribution to the further annual sum shall be (1) in proportion to the Management Units as provided in the First Schedule hereto in respect of sub-clauses (a), (b), (c) and (e) above and be (2) a fraction of the total amount in which the numerator shall be one and the denominator is equal to the total number of spaces of and in the Residential Parking Areas, the Commercial Parking Areas, the Visitors' Parking Areas and the Station Carpark in respect of sub-clause (d) above.
- (h) Each Owner shall also on demand pay to the Manager further periodic contributions to the Special Fund. The amount to be contributed in each financial year and the time when those contributions will be payable will be determined by a resolution of Owners at an Owners' meeting convened under this Deed.

- (i) If there is an Owners' Corporation, the Owners' Corporation shall determine the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.

PROVIDED THAT other than in respect of the period prior to the establishment of the Owners' Committee or except in a situation considered by the Manager to be an emergency, no money shall be paid out of the respective Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee and 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.

22. Payment of monthly contribution

Subject to Clause 34 hereof, each Owner shall before he is given possession of his part of the Estate and in addition to the payment under Clause 21 above (i) pay to the Manager a sum equivalent to two (2) months of such Owner's required contribution towards the budgeted Management expenses (the "monthly contribution") as payment in advance, and (ii) deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to three (3) times the monthly contribution payable by him in respect of the Commercial Accommodation, any Residential Units, any Residential Parking Spaces and any Motor Cycle Units within the Residential Parking Areas of which he is the Owner which deposit shall be non-refundable but transferable and shall be non-interest bearing and shall not be set off against any contribution payable by him under this Deed, and (iii) pay to the Manager any sum determined by the Manager to be necessary in respect of initial outlays and expenses of the Development (including expenses for removal of debris and deposits for the public meters for water and electricity) which sum shall, (a) in respect of the expenses for removal of debris, be non-refundable and, in respect of all other items of initial outlays and expenses, be transferable but not refundable; and (b) not be more than one twelfth of the first year's budgeted Management expenses (to be paid by Owners of Residential Units) in respect of the Undivided Shares of the Residential Units or three twelfths (to be paid by the Owner of the Commercial Accommodation or the First Owner (as the case may be)) in respect of the Undivided Shares of the Commercial Accommodation PROVIDED THAT any monies paid as aforesaid and not used for the aforesaid purpose shall be paid into the Special Fund and PROVIDED FURTHER THAT the First Owner shall be required to make deposits or payments under items (ii) and (iii) above only in respect of the Commercial Accommodation, any Residential Units, any Residential Parking Spaces and any Motor Cycle Units within the Residential Parking Areas of which he is the Owner remaining unsold within three (3) months after (a) the date hereof or (b) 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), whichever is the later and that the First Owner's contribution towards the expenses for removal of debris shall be non-refundable. Such Owner shall also on demand pay to the Manager in each subsequent calendar year or at such time as the Manager shall in its absolute discretion determine such further annual sum payable in respect of the part(s) of the Development of which he is the Owner based on the annual management budget to maintain the deposit at the level of 3 times the then current monthly management contribution payable by him. Notwithstanding the foregoing (and without prejudice to the rights of the Manager generally under this Deed) the Manager shall have the right to set off the deposit against any sums payable by an Owner under this Deed; the Manager shall be under no obligation to exercise

such right of set off and, in any proceedings by the Manager against an Owner in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager has exercised its right of set-off under this Clause, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to not more than 25% of the then current monthly management contribution payable in respect of each Management Unit allocated to the Commercial Accommodation, any Residential Units, any Residential Parking Spaces and any Motor Cycle Units within the Residential Parking Areas of which he is the Owner (as the case may be).

23. Payment in advance of monthly contribution

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

24. Additional charges etc.

Notwithstanding anything contained in this Deed the Manager shall be entitled in its discretion :-

- (a) with the agreement of the Owner concerned to levy and to retain an additional charge against such Owner in respect of services rendered by the Manager to the Owner beyond what is provided for in this Deed, PROVIDED THAT such charge shall form part of the management funds;
- (b) to charge the Owner (save and except the Owner(s) of the Government Accommodation and the Railway Complex) concerned a reasonable sum as consideration for granting and processing any consent required from the Manager pursuant to this Deed PROVIDED THAT such consideration shall be credited to the Special Fund;
- (c) to give to any Owner a refund of part of the charges payable by such Owner under this Deed in the event of the Owner, with the prior authorisation or permission of the Manager, doing or performing any of the functions or duties of the Manager hereunder.

25. Income other than Management expenses

- (a) The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof such sum or sums including but not limited to visitors car parking fees, bicycles administration fee or any other administration fees for carrying out management duties as the Manager shall in his absolute discretion determine and such sum or sums collected shall form part of the management funds.
- (b) All moneys, income fees, charges, penalties or other consideration received by the Manager in respect of the grant of franchises, leases, tenancy agreements,

licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any Estate Rules shall form part of the management funds and

- (i) In so far as they arise from or are attributable to the Estate Common Areas and Facilities be notionally credited to the first part of the annual budget;
- (ii) In so far as they arise from or are attributable to the Residential Common Areas and Facilities providing service exclusively to Owners of Residential Units be notionally credited to the first section of the second part of the annual budget;
- (iii) In so far as they arise from or are attributable to the Residential Carpark Common Areas and Facilities providing service exclusively to Owners of the Residential Parking Spaces be notionally credited to the second section of the second part of the annual budget;
- (iv) In so far as they arise from or are attributable to the Mixed Carpark Common Areas and Facilities providing service exclusively to the Station Carpark, the Residential Parking Areas, the Commercial Parking Areas and the Visitors' Parking Areas be notionally credited to the third section of the second part of the annual budget;
- (v) In case of multi-ownership of the Commercial Accommodation, in so far as they arise from or are attributable to the Commercial Common Areas and Facilities providing service exclusively to Owners of Commercial Accommodation be notionally credited to the annual budget established by the Manager under Clause 15 Proviso (i);
- (vi) In so far as they arise from or are attributable to the Development Common Access be notionally credited to the annual budget established by the Manager under Clause 15 Proviso (v);

to the intent that in each case the notional credit or estimated notional credit shall be taken into account in the preparation of the relevant part or section of the budget or revised budget.

26. Interest and collection charge on late payment

If any Owner shall fail to pay the Manager any amount payable hereunder within thirty (30) days from the date on which the same falls due, he shall further pay to the Manager :-

- (a) Interest calculated at the rate of two per cent (2%) per annum above the prime rate from time to time quoted by The Hongkong and Shanghai Banking Corporation Limited as its prime rate for Hong Kong dollars so long as the payment remains outstanding; and

- (b) A collection charge at the rate of ten per cent (10%) of the amount due (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

PROVIDED THAT such interest and charge collected shall be credited to the Special Fund.

27. Civil action by Manager

All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and all other expenses incurred in or in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager (and the claim in any such action may include a claim for the costs of the Manager in such action on a solicitor and own client basis and such defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). Subject to the Provisos to Clause 39 hereof, in any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the other Owners as a whole and no Owner sued under the provisions of this Deed shall raise or be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

28. Registration of charge against Undivided Shares of defaulting Owner

In the event of any Owner (save and except the FSI) failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within thirty (30) days from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as specified in Clause 26 hereof together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 27 hereof and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of such defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the Undivided Share or Shares of such defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.

29. Order for Sale

Any charge registered in accordance with the last preceding Clause shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of such defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Estate held therewith and the provisions of Clause 27 of this Deed shall apply equally to any such action.

30. Proceedings to enforce this Deed and Estate Rules

The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance, by any Owner and any person occupying any part of the Lot and the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed and of the Estate Rules so far as the same are binding on such Owner and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 27 of this Deed shall apply to all such proceedings.

31. Application of insurance money

Subject to Clause 68 of this Deed all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Estate shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Estate and any surplus thereof shall form part of the management funds.

32. Surplus after satisfaction of claim to be paid to relevant Owner

Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in Clauses 26-30 of this Deed the same shall, after deduction of any costs or expenses incurred by the Manager in recovering the same, be credited to the account of the Owner against whom a claim has been made.

33. Amounts to be kept in interest bearing account with licensed bank

All money paid to the Manager including but not limited to those sums collected pursuant to Clause 22 hereof and those by way of interest and collection charges and the interest earned on interest bearing bank accounts maintained by the Manager pursuant to this Deed or in the form of fee or other consideration which the Manager is entitled to charge under Clause 24(b) of this Deed for granting any consent to an Owner where the same is required shall be held on trust for all the Owners for the time being and shall be paid into an interest bearing account or accounts maintained with a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155 of the Laws of Hong Kong), the title of which refers to the management of the Lot and the Estate PROVIDED THAT the Manager may retain or pay into a current account a reasonable amount thereof to cover expenditure of a minor nature but such amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).

34. Person ceasing to be Owner ceases to have interest in management funds and Special Fund

Any person ceasing to be the Owner of any Undivided Share or Shares in the Estate shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clause 22 and his contribution(s) towards the Special Fund paid under Clause 21

of this Deed to the intent that all such funds shall be held and applied for the management of the Estate irrespective of changes in ownership of the Undivided Shares in the Estate PROVIDED THAT upon the Lot reverting to the Government and no further Lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 68 hereof, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the Management expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners (except the Owner(s) of the Government Accommodation and the Railway Complex) whose rights and obligations are extinguished.

35. Financial year

The financial year for the purpose of management of the Estate or any part or parts thereof shall commence on the day on which the Manager was appointed under this Deed and shall terminate on the 31st day of December of the same year but thereafter the financial year shall commence on the 1st day of January and shall terminate on the 31st day of December of that year PROVIDED THAT the Manager shall have the right to change the financial year at any time but the financial year may not be changed more than once in every 5 years unless that change is previously approved by a resolution of the Owners' Committee (if any).

36. Manager to keep account

All monies collected by the Manager in the exercise of its powers hereunder (save and except sufficient petty cash in such amount to be approved by the Owners' Committee (if any) from time to time for day to day requirements and unless otherwise authorised by the Owners' Committee) shall be paid into an interest-bearing account or accounts opened and maintained with a licensed bank the title of which shall refer to the management of the Estate. The Manager shall use such account exclusively in respect of the management of the Estate. The Manager shall be deemed holding as trustee for and on behalf of all the Owners for the time being. The Manager shall keep accounts of all payments made to and all expenditure incurred by the Manager in the exercise of its powers hereunder and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those accounts for at least 6 years. The Manager shall within 1 month after each consecutive period of 3 months or such shorter period as he may select prepare a summary of income and expenditure in respect of that period and shall display a copy of it in a prominent place of the Estate and cause it to remain so displayed for at least 7 consecutive days.

37. Preparation of annual accounts

Within two (2) months after the end of each financial year, the Manager shall prepare the income and expenditure account and the balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Estate, and cause it to remain so displayed for at least 7 consecutive days. The Manager shall arrange the income and expenditure account and the balance sheet in respect of the preceding financial year to be certified by a firm of certified public accountants appointed by the Manager or if requested by Owners following a resolution of the Owners at the Owners' meeting convened under this Deed, the Manager shall without delay arrange for the income and expenditure account and balance sheet to be audited by an independent auditor of the

Owners' choice as providing an accurate summary of all items of income and expenditure during that preceding financial year. Such income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on that fund and the amount of money that will be then needed.

38. Inspection of certified accounts by Owners

The Manager shall upon reasonable notice being given by any Owner permit such Owner to inspect any of the accounts prepared pursuant to this Deed after the same shall have been certified as herein provided. The Manager shall upon request of any Owner and upon payment of a reasonable charge for copying the same send to such Owner a copy or copies of such of the annual accounts at any time after the same shall have been prepared and certified as herein provided PROVIDED THAT the Manager shall, as may be requested in writing by the GPA, provide the FSI free of charge with quarterly accounts, audited reports and budgets to justify the expenses incurred or estimated and the said accounts, reports and budgets shall be sent free of charge to the FSI by prepaid post or delivered by hand to the GPA or such other person and address nominated by the FSI in writing.

39. Powers functions and obligations of Manager

The management of the Estate shall subject to Clause 12 of this Deed be undertaken by the Manager and each Owner hereby irrevocably APPOINTS the Manager as agent with full power of delegation to enforce the provisions of this Deed against the other Owner or Owners. In addition to the other powers expressly provided in this Deed, the Manager shall have full and unrestricted authority to do all such acts and things as may be necessary or expedient for or in connection with the Estate and the management thereof including in particular but without in any way limiting the generality of the foregoing :-

- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed;
- (b) To manage, maintain and control the Residential Parking Areas, the Commercial Parking Areas and the Visitors' Parking Areas in the Estate and to remove any cars parked in any area not reserved for parking or any car parked in any parking space without the consent of the Owner or lawful occupier of such parking space and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such parking spaces and to remove or require the removal of any dilapidated vehicle;
- (c) To insure and keep insured on behalf of the Owners' Corporation and the occupiers and Owners of the Estate, the Estate and all parts thereof including the Common Areas and Facilities as comprehensively as reasonably possible and to full new reinstatement value and in particular against loss or damage by fire and other risks and/or such other perils as the Manager shall deem fit, public liability, occupier's liability, third party risks (including the death of, or the bodily injury to, any person) and liability as employer of the employees of the Manager with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the

Estate according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force;

- (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Estate;
- (e) To keep in good order and repair the lighting of the Common Areas and Facilities;
- (f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;
- (g) To repair, maintain, clean, paint or otherwise treat as appropriate, the Items, the structure and fabric of the Buildings and the external walls, elevations and facade thereof but excluding windows, window frames, balcony enclosures, glass panels and/or utility platforms of any Residential Unit PROVIDED THAT the Manager shall have the power at the expense of the Owner concerned to replace broken window glass and/or balcony glass if any such shall be broken and remain unreplaced for seven (7) days (except in case of emergency) after the Manager shall have served a notice on the Owner or occupier of the part of the Buildings concerned requiring him to replace the same;
- (h) To repair, maintain, upkeep and manage the Recreational Facilities and to change the user of the Recreational Facilities subject to approval by a resolution of the Owners' Committee (if any);
- (i) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (j) To keep all the Common Areas and Facilities in good condition and working order and to extend or provide additional facilities as the Manager shall at its absolute discretion deem necessary or desirable and to keep the lifts, escalators and fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;
- (k) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property or land owned by the First Owner and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Lot or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage and to indemnify the First Owner in respect of

any costs, damages, claims or expenses arising out of or in connection with any such occurrence or damage as aforesaid;

- (l) To paint, tile or otherwise treat as may be appropriate the exterior of the Estate and the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (m) To replace any glass in the Common Areas and Facilities (but excluding glass panels of any Residential Unit) that has been or is likely to be broken;
- (n) To keep the Common Areas and Facilities well lighted and in a tidy condition;
- (o) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (p) To prevent refuse from being deposited on the Estate or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Estate and arrange for its disposal at such regular intervals and to maintain either on or off the Estate refuse collection facilities to the satisfaction of the Director of Food and Environmental Hygiene;
- (q) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (r) To choose from time to time the colour and type of facade of the Buildings;
- (s) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Estate or any part thereof;
- (t) To provide and maintain as the Manager deems necessary security force, watchmen, porters, caretakers, closed circuit T.V. system and burglar alarms and other security measures in the Estate at all times;
- (u) Subject to Clause 15 Proviso (iv) hereof, to maintain and operate or contract for the installation maintenance and operation of the communal radio and/or television aerials and/or satellite dishes and/or the satellite master antenna system which serve the Estate subject to the same not affecting or interfering with the Railway Structures and Installations or the telecommunication and signalling system of the Owner of the Railway Complex;
- (v) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or anything in or on the Estate or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Conditions and this Deed and to demand and recover on a full indemnity basis from the Owner or person by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damage caused thereby to the satisfaction of the Manager;

- (w) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Estate necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Estate of all legal proceedings relating to the Estate (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government of Hong Kong shall be a party and at all times within seven (7) days of being requested so to do by the Director of Lands or other competent Authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;
- (x) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Estate in any manner in contravention of the Conditions or this Deed;
- (y) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person resident in or visiting the Estate any provisions of the Conditions or this Deed;
- (z) (except those works carried out by the First Owner in the construction and development of the Development or those works as are provided for or permitted hereunder or in accordance with the Conditions) to prevent any person from detrimentally altering or injuring any part or parts of the Estate or any of the Common Areas and Facilities thereof;
- (aa) To prevent any person from overloading the floors or lifts of the Buildings or any part or parts thereof;
- (ab) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Buildings;
- (ac) To prevent as far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Estate into any part of the Government Accommodation, the Railway Complex or the Railway Structures and Installations and to remove any such matter therefrom and to indemnify the Owner of the Railway Complex in respect of any costs, damages, claims or expenses or arising out of or in connection with any such occurrence;
- (ad) To have the sole right to represent all the Owners (but not on behalf of FSI as Owner of the Government Accommodation or GPA or the Owner of the Railway Complex (as the case may be)) in all matters and dealings with Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Estate as a whole or the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;

- (ae) To enter into contracts and to engage, employ, remunerate and dismiss agent, solicitors, architects, accountants and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the management of the Estate (including instituting legal proceedings), PROVIDED THAT where any major contract involves sums in excess of 20% of the total amount of the relevant annual budget, such major contract shall be awarded in accordance with the provisions in Clause 15 above;
- (af) To enforce the due observance and performance by the Owners of the terms and conditions of the Conditions, this Deed and the Estate Rules and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (ag) To ensure that all Owners or occupiers of the Commercial Accommodation, any Residential Units, any Residential Parking Spaces and any Motor Cycle Units within the Residential Parking Areas maintain the Commercial Accommodation, such Residential Units, Residential Parking Spaces and Motor Cycle Units within the Residential Parking Areas owned or occupied by them in a proper manner and if there be any default on the part of any such Owners or occupiers, to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or occupiers;
- (ah) To post the name of any Owner in default or in breach of the terms and conditions of this Deed together with particulars of the default or breach on the public notice boards of the Estate;
- (ai) To ensure that no hawkers shall carry on business on any part of the Lot or the Development and remove any hawker found to be so doing and to post up notices at prominent areas at all entrances of the Lot that hawker is prohibited on the Lot;
- (aj) To grant such easements, quasi-easements, rights, privileges, licences, and informal arrangements as it shall in its absolute discretion consider necessary to ensure the efficient management or for the benefit of the Estate subject to approval by the Owners' Committee (if and when the Owners' Committee has been established) PROVIDED THAT any charges, rent or fees payable and arising from the granting of such easements or rights shall form part of the management funds of the Estate;
- (ak) To grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Lot or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities or any part thereof and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises subject

to approval by the Owners' Committee (if and when the Owners' Committee has been established) PROVIDED THAT such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Conditions nor interfere with an Owner's right to hold, use, occupy and enjoy his Units nor adversely affect an Owner's rights and interests and PROVIDED FURTHER THAT any charges or fees arising from the granting of such rights of way shall form part of the management funds of the Estate;

- (al) To grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, and other installations, fittings, chambers, and other equipment and structures within the Common Areas and Facilities which the Manager shall in its reasonable discretion deem appropriate subject to approval by the Owners' Committee (if and when the Owners' Committee has been established) PROVIDED THAT any charges, rent or fees payable and arising from the granting of such easements or rights shall form part of the management funds of the Estate and PROVIDED FURTHER THAT the exercise of such right shall not adversely affect an Owner's rights and interests or interfere with an Owner's right to hold, use, occupy and enjoy his Units or impede or restrict the access to and from the Units;
- (am) To recruit and employ such staff as may from time to time be necessary to enable the Manager to perform any of its powers in accordance with this Deed on such terms as the Manager shall in its absolute discretion decide and to provide accommodation within the Lot, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (an) To deal with all enquiries, complaints, reports and correspondence relating to the Estate as a whole;
- (ao) Subject to the rights of the First Owner under Clause 9(g) above, to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall in its absolute discretion think fit Subject Always to the provisions of the Conditions and this Deed PROVIDED THAT all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of this Deed and PROVIDED FURTHER THAT the grant of such franchises, leases, tenancy agreements and licences shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or that the access to and from any such part of the Development or the Owners' rights and interests shall not be adversely affected;
- (ap) To remove any dogs or other animals or fowls from the Estate if, in the opinion of the Manager, such animals or fowls are causing a nuisance to other Owners or occupiers of the Estate;

- (aq) To provide such Christmas, Chinese New year, festive and other decorations and to organise such celebrations or activities for the Estate as the Manager shall in its sole discretion consider desirable;
- (ar) To make the Estate Rules as it shall deem appropriate before the formation of an Owners' Committee and to amend or revoke the Estate Rules with the approval of the Owners' Committee (if any) which shall not be inconsistent with this Deed and such Estate Rules shall be binding on all the Owners (save and except the Owner(s) of the Government Accommodation and the Railway Complex), their tenants, licensees, servants or agents;
- (as) Subject as otherwise provided in this Deed to give or withhold its written consent or approval to anything which the Owners are required to obtain its written consent or approval pursuant to this Deed PROVIDED THAT such consent or approval shall not be unreasonably withheld and to impose conditions or additional conditions including payment of appropriate fees relative thereto on such Owners (the fee must be credited to the Special Fund) and the giving or withholding by the Manager of such consent or approval shall be final and conclusive and binding on such Owners;
- (at) To convene such meetings of the Owners or meetings of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;
- (au) To do all things which the Manager shall in consultation with the Owners' Committee deem necessary or desirable for the purposes of maintaining and improving the Common Areas and Facilities in or on the Estate for the better enjoyment or use of the Estate by its Owners occupiers and their licensees;
- (av) In the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities vested in the Manager to surrender the same or any part thereof to the Government and the Manager is HEREBY APPOINTED the lawful attorney to execute and sign all relevant documents on behalf of all the Owners (but not on behalf of FSI as Owner of the Government Accommodation or the Owner of the Railway Complex (as the case may be)) for such purpose including matters relating to payment of compensation (if any) and in the event of any land being resumed by the Government, to execute any necessary document in relation to such reversion PROVIDED ALWAYS THAT in the event that any land being surrendered covers any private streets, roads or lanes, to make payment (if any) to the Government as required for the surfacing, kerbing, draining (both foul and storm water sewers) and channelling thereof carried out by the Government in respect of such streets, roads and lanes surrendered;
- (aw) To grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its absolute discretion think fit subject to approval by

the Owners' Committee (if and when the Owners' Committee has been established) PROVIDED THAT any such easements, quasi-easements, rights, privileges and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or that the access to and from any such part of the Development or the Owners' rights and interests shall not be adversely affected and PROVIDED FURTHER THAT any charges or fees arising from the granting of such rights of way shall form part of the management funds of the Estate;

- (ax) To make payment to the Government on demand of the cost incurred by the Government in connecting the drains and sewers from the Lot to the Government storm water drains and sewers;
- (ay) Subject to the rights of the First Owner under Clause 9(g) above and having obtained the relevant Government authority's approval (if required) and having given prior reasonable notice to Owners affected by the relevant works (except in case of emergency), to erect or place on the external walls, any roof, flat roof and/or balcony scaffolding and/or other equipment necessary for proper repair and maintenance of the plumbing facilities, the external walls and windows of the Buildings PROVIDED THAT the Manager shall make good any damage caused to the Government Accommodation, the Railway Complex, the Railway Structures and Installations or the Units of the Owners affected or the external walls thereof and shall ensure that the least disturbance is caused;
- (az) To do all such other things as are reasonably incidental to the management of the Estate;
- (ba) To repair and maintain forthwith the drains and channels within or outside the Lot serving the Development and to reimburse the Owner of the Railway Complex for a fair and reasonable proportion (as the Manager may determine) of the cost of repairing and maintaining such drains and channels laid within or under the Railway Complex and/or its adjoining land carried out by the Owner of the Railway Complex or its nominees on behalf of the Owners and to enter into contract with the Owner of the Railway Complex or its nominees for maintenance of those drains and channels which are laid within or under the Railway Complex and/or its adjoining land upon such terms and conditions as the Manager may think fit;
- (bb) To take all steps necessary or expedient for complying with the Conditions and any government requirements concerning the Development or any part thereof;
- (bc) To engage qualified personnel to inspect or carry out a structural survey of the Development or any part thereof including the drains and channels within or outside the Lot serving the Development as and when the Manager deems necessary or desirable. In particular, in respect of the Common Areas and Facilities, the Manager shall arrange for such inspection or condition survey and any necessary repair and maintenance works thereby recommended to be carried out on a regular basis;

- (bd) To erect awnings and light-weight covers on, over or to cover open spaces, landscaped areas or any part or parts thereof or to demolish any such awnings or covers thereon as the Manager considers appropriate PROVIDED THAT such buildings or demolition shall not contravene the terms and conditions of the Conditions AND PROVIDED FURTHER THAT the approval of the Owner of the Railway Complex shall be obtained (such approval may be given or withheld at the absolute discretion of the Owner of the Railway Complex) in respect of any exercise of any such right affecting the interface or operation of or signages on the Railway Complex;
- (be) To take such measures and precautions as may be necessary or expedient as to protect and ensure the safety of the Railway Structures and Installations and the operation of the MOS Rail and the Railway Complex;
- (bf) To engage suitable qualified personnel to control, operate and maintain the green and innovative features of and in the Development;
- (bg) Subject to the approval of the Owners' Committee (if formed), to refuse entry and/or to suspend, in accordance with the provisions of the Estate Rules, the right of any Owners and/or occupiers to use the Recreational Facilities including without limitation the areas and facilities within the clubhouse or forming part of the clubhouse of the Estate, if such Owners or occupiers shall fail to observe or perform or shall breach any of the Estate Rules;
- (bh) To act for and on behalf of all Owners in accordance with the provisions of this Deed subject to the provisions of the Building Management Ordinance (Cap.344 of the Laws of Hong Kong).

PROVIDED ALWAYS THAT the powers functions and obligations of the Manager shall be subject to the rights and privileges of the Owner of the Railway Complex and shall not in any way adversely affect or prejudice the easements rights and privileges reserved unto the Owner of the Railway Complex. In addition, the Manager shall not have the power or authority to (i) represent the Owner of the Government Accommodation or the Owner of the Railway Complex in any dealings or matters with the Government or other authorities or utility companies which directly or indirectly affect the Government Accommodation, the Railway Complex or the Railway Structures and Installations; (ii) appoint or engage solicitors or other professionals to represent the First Owner in any proceedings or dealings which concern any Undivided Shares unsold by the First Owner except with the prior consent of the First Owner; or (iii) appoint or engage solicitors or other professionals to represent the Owner of the Government Accommodation or the Owner of the Railway Complex in any proceedings or dealings which concern the Government Accommodation, the Railway Complex or the Railway Structures and Installations except with the prior consent of such Owner PROVIDED FURTHER THAT the powers and duties of the Manager herein shall be subject to the rights and privileges of FSI as Owner of the Government Accommodation and the rights and privileges of the Owner of the Railway Complex reserved or granted hereunder and shall not in any way adversely affect or prejudice the easements rights and privileges reserved or

granted to FSI and the Owner of the Railway Complex in this Deed and the Conditions.

40. Additional powers of Manager

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

- (a) To ban vehicles or any particular category of vehicles from the Estate or any particular parts thereof either generally or during certain hours of the day or night PROVIDED ALWAYS THAT the right of the Owners to the proper use and enjoyment of any space or area of and in the Residential Parking Areas in accordance with the provisions of the Conditions and this Deed shall not be affected and PROVIDED FURTHER THAT this sub-clause (a) shall not contravene the Conditions;
- (b) To designate any part of the Common Areas and Facilities for the parking of vehicles or any particular class of vehicles subject to approval of the Owners' Committee (if and when the Owners' Committee has been established) PROVIDED THAT the prior written approval of the Director of Lands and all other competent government authorities to such designation has been obtained and that any revenue generated therefrom shall be applied towards the Management expenses of the Estate and PROVIDED FURTHER THAT the rights and interests of the Owners and their access to and from their Units shall not be affected;
- (c) To remove any vehicle parked on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or which owner has defaulted in paying parking fees and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the owner thereof except that the Manager shall be liable for any damage due to his or his staff's or agents' gross negligence or wilful acts;
- (d) To impose charges for any such removal and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees.

41. Further powers of Manager

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

- (a) To charge the Owners (excluding the Owner(s) of the Government Accommodation and the Railway Complex) for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris PROVIDED THAT such charges shall form part of the management funds;

- (b) To charge the Owners (excluding the Owner(s) of the Government Accommodation and the Railway Complex) for all costs and consultants' fees incurred in approving their fitting out, decoration or construction plans submitted for approval by the Manager in accordance with the provisions of this Deed;
- (c) To charge the Owners for the use of water supplied otherwise than through the individual meters of the Owners at such rates as are from time to time determined by the Manager provided such charges shall form part of the management funds;
- (d) From time to time to make rules and regulations governing the supply and use of fresh and sea water to all parts of the Estate, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by Government;
- (e) To enter with or without workmen at all reasonable times on prior written reasonable notice (except in case of emergency) upon all parts of the Estate including the Commercial Accommodation, any Residential Units or Residential Parking Areas necessary for the purpose of replacing, repairing and maintaining any of the fresh or sea water mains and pipes serving any part of the Lot whether or not the same belong exclusively to the Commercial Accommodation, any Residential Units or Residential Parking Areas PROVIDED THAT the Manager shall make good any damage caused thereby and ensure that the least disturbance is caused;
- (f) To enter with or without workmen at all reasonable times on prior written reasonable notice (except in case of emergency) into all parts of the Estate including the Commercial Accommodation, any Residential Units or Residential Parking Areas for the purpose of inspecting the toilet and to replace or repair any part or parts of a toilet which shall leak PROVIDED THAT the Manager shall ensure that such inspection shall cause the least disturbance and shall make good any damage caused thereby unless the same is due to the default of the Owner of such toilet;
- (g) To manage, maintain and to keep well lighted the Pedestrian Link and the Pedestrian Walkways and to manage and maintain such other areas or drains and channels whether within or outside the Lot that are required to be maintained under the Conditions;
- (h) To charge a prescribed fee for entry into and/or use of the Recreational Facilities or any part thereof of such amount as the Manager shall in its absolute discretion deem fit PROVIDED THAT all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities;

- (i) To charge a prescribed fee for entry into and/or use of the Visitors' Parking Areas or any part thereof of such amount as the Manager shall deem fit subject to review by the Owners' Committee PROVIDED THAT all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities;
- (j) If the Commercial Accommodation shall be in multi-ownership, to manage the Commercial Common Areas and Facilities and the Commercial Parking Areas and to charge a prescribed fee for entry into and/or use of the Commercial Parking Areas or any part thereof of such amount as the Manager shall deem fit subject to the approval of the Owner of the Commercial Accommodation PROVIDED THAT all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance and repair of the Commercial Accommodation.

42. Discretion of Manager

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 discretion hereunder (including instituting legal proceedings other than in respect of matters solely relating to the Railway Complex and the Government Accommodation) under its own name or by or through its employees or agents or sub-contractors or in the name of the Owners;
- (b) refrain from the exercise of any right or power vested in the Manager other than the obligation to manage and maintain the Common Areas and Facilities;
- (c) refrain from doing anything which would or might be in the opinion of the Manager contrary to any law or governmental directive or any instrument or unprofessional, immoral or inappropriate or render the Manager liable to any person and to do anything which in its absolute discretion the Manager may consider necessary to comply with any law or government directive;
- (d) refrain from taking any step or further step required or requested by any Owners' Committee or by the Owners 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; and
- (e) obtain and pay (at the cost and expense of the Owners) reasonable expenses for such legal or other expert advice or services as the Manager considers necessary or desirable and rely on any such advice without any liability for any loss or damage whatsoever and howsoever arising.

43. Manager's power of entry

- (a) The Manager shall have power to enter with or without workmen at all reasonable times on prior written reasonable notice (except in case of emergency) into all parts of the Development including the Commercial Accommodation, any Residential Units or any space or area of and in the Residential Parking Areas for the purposes of rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating any part or parts of the Estate and any part or parts of the Common Areas and Facilities or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed PROVIDED THAT (1) the Manager shall make good any damage caused thereby and cause the least disturbance; (2) the Manager's right to enter into the Railway Complex shall be subject to the prior approval of the Owner of the Railway Complex (such approval shall not be unreasonably withheld) and if approved shall be subject to such safety and operation requirements and conditions from time to time imposed by the operator of the Railway Complex and (3) the Manager's right to enter into the Government Accommodation for maintenance and repair purposes shall be subject to the prior approval of the Owner of the Government Accommodation (such approval shall not be unreasonably withheld) except in emergency and shall be liable for all reasonable costs and expenses incurred for any damage caused to the Government Accommodation.
- (b) The Common Areas and Facilities shall be under the exclusive control of the Manager who may make rules or regulations or impose conditions regulating the use and management thereof Subject to the provisions of the Conditions and this Deed.
- (c) In respect of any roof or flat roof forming part of a Residential Unit :-
 - (i) the right for the Manager, its servants, agents, contractors and persons duly authorized on prior reasonable notice (except in case of emergency) to gain access to and enter upon any such roof or flat roof and to remain there for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Estate Common Areas and Facilities in or upon the roof or flat roof or to which access is gained via the roof or flat roof and, on a temporary basis, to erect, place or store on any roof or flat roof any scaffolding or other plant, equipment or materials necessary for the purpose of any works for so long as such works are being carried on; and
 - (ii) the right for the Manager, its servants, agents, contractors and persons duly authorized on prior reasonable notice (except in case of emergency) to maintain, operate, temporarily install, move, and have access to, over and/or on the roof or flat roof or the parapet walls of the roof or flat roof and/or the air space of any such roof or flat roof the cleaning gondolas and/or any davit arm, tracks, jibs, cradles, other equipment or device of management (collectively referred to in this

Deed as the "Gondola" which expression shall include all brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Residential Accommodation or any part of the Residential Common Areas and Facilities, and on prior reasonable notice for the Manager, its servants, agents, contractors and persons duly authorized to enter upon the roof or flat roof for the purposes of operating, installing, keeping, storing and/or parking the Gondola.

PROVIDED THAT the Manager shall make good any damage caused thereby and cause the least disturbance.

44. Manager's acts and decisions binding on Owners

All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.

45. Manager's power to make Estate Rules etc.

- (a) The Manager shall have power to make Estate Rules before the formation of an Owners' Committee and to amend or revoke the Estate Rules with the approval of the Owners' Committee (if any) regulating the use, occupation, maintenance and environmental control of the Estate and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and such Estate Rules shall be binding on all the Owners (save and except the Owner(s) of the Government Accommodation and the Railway Complex), their tenants, licensees, servants or agents. Such Estate Rules may provide for the Manager, subject to the approval of the Owners' Committee (if formed), to refuse entry or to suspend the right of any Owners and/or occupiers to use the Recreational Facilities including without limitation the areas and facilities within the clubhouse or forming part of the clubhouse of the Estate if such Owners or occupiers shall fail to observe or perform or shall breach any of the Estate Rules. A copy of the Estate Rules from time to time in force shall be posted on the public notice boards of the Estate and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges.
- (b) Such Estate Rules shall be supplementary to the terms and conditions contained in this Deed and any Sub-Deed and shall not in any way conflict with such terms and conditions or contravene the Building Management Ordinance (Cap.344 of the Laws of Hong Kong) or the Conditions. In case of inconsistency between such Estate Rules and the terms and conditions of this Deed the terms and conditions of the latter shall prevail.

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

PROVIDED THAT the Estate Rules shall not adversely affect or interfere with the use, operation and enjoyment of the Government Accommodation and the Railway Complex.

46. No power in respect of major improvement works

Save with the prior approval of the Owners' Committee (if already established), the Manager's rights and duties to manage the Estate shall not include improvement to facilities or services which involves expenditure in excess of 10% of the current annual management budget.

47. Delegation of Manager

- (a) MTR Corporation Limited 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.
- (b) MTR Corporation Limited in its capacity as Manager shall have the right to delegate or sub-contract, 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 the case of such delegation or sub-contract all acts and deeds done or caused to be done by the delegate or sub-contractor shall be valid and binding on all Owners and such delegate or sub-contractor shall remain answerable to the Manager.

PROVIDED THAT the Manager shall not transfer or assign the Manager's rights or obligations under this Deed to any such person or company AND PROVIDED FURTHER THAT the Manager shall at all times be responsible for the management and control of the Estate.

48. Management and maintenance of Railway Complex

- (a) For the avoidance of doubt, it is hereby agreed and declared that save as provided in this Deed and without prejudice to any other maintenance obligations of the Owner of the Railway Complex under this Deed the cost of managing, maintaining, upholding and repairing the Railway Complex and the Railway Structures and Installations shall be solely borne by the Owner of the Railway Complex. The Owner of the Railway Complex shall (unless an apportionment or a separate assessment has been made in respect of the Railway Complex) also pay or reimburse to the Manager a due proportion of the rent payable to the Government under the Conditions; such due proportion being ascertained by reference to the number of Undivided Shares allocated to Railway Complex and the number of Undivided Shares allocated to the rest of the Development.

- (b) Apart from the Railway Complex, the Owner of the Railway Complex shall not be responsible for the maintenance of any other part of the Development except as expressly provided in this Deed and the Manager shall be responsible for the management of the Estate.
- (c) Except as expressly provided in this Deed, the Owner of the Railway Complex shall not be liable to contribute towards the Management expenses calculated in accordance with Clause 17 of this Deed.

SECTION V

EXCLUSIONS AND INDEMNITIES

49. Manager not liable to Owners

The Manager, its servants, employees, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability or dishonesty or negligence. Without in any way limiting the generality of the foregoing, the Manager, its servants, employees, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of :-

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

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

50. Owner to be responsible for act or negligence of occupiers

Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers for the time being against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of any occupier of the Commercial

Accommodation, any Residential Units or any space or area of and in the Residential Parking Areas of which he has the exclusive use or any person using such Commercial Accommodation, Residential Unit or such space or area of and in the Residential Parking Areas with his consent express or implied or by, or through, or in any way owing to the overflow of water (including any inflow or dripping of water into the Railway Complex) or spread of fire therefrom.

51. Owner to be responsible for cost of making good loss and damage

Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers for the time being against the acts and omissions of all persons occupying the Commercial Accommodation, any Residential Units or any space or area of and in the Residential Parking Areas of which he has the exclusive use with his consent, express or implied, and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Development or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is empowered by this Deed to make good or repair, such costs, charges and expenses shall be recoverable by the Manager and in the case of loss or damage suffered by other Owners or occupiers for which the Manager is not empowered by this Deed or for which the Manager has elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

52. Owners to indemnify Manager

The Owners (save and except the Owners of the Railway Complex and 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 or anything mentioned in Clause 49 of this Deed and all costs and expenses (including legal costs) in connection therewith save that the protection afforded by this Clause shall not extend to anything involving criminal liability or any wilful act, neglect, negligence, misconduct or dishonesty by or on the part of the Manager or their employees, agents or sub-contractors.

SECTION VI
OWNERS' COMMITTEE

53. Establishment of Owners' Committee

Within nine (9) months of the execution of this Deed, the Manager shall convene a meeting of the Owners to establish an Owners' Committee and to elect a Chairman thereof. In the election of the members to the Owners' Committee :-

- (a) The Owners of each completed residential tower of the 7 residential towers of the Residential Accommodation shall vote separately to elect by secret ballot 1 representative of such residential tower to represent them in the Owners' Committee;

- (b) The Owner(s) of the Commercial Accommodation shall nominate not more than 1 representative to represent them in the Owners' Committee;
- (c) The Owners of the Residential Parking Spaces and Motor Cycle Units within the Residential Parking Areas shall vote separately to elect by secret ballot not more than 1 representative to represent them in the Owners' Committee;
- (d) The Owner of the Railway Complex shall nominate not more than 2 representatives to represent it in the Owners' Committee.

PROVIDED THAT the total number of representatives shall not exceed 11.

54. Functions of Owners' Committee

The functions of the Owners' Committee shall be limited to the following :-

- (a) the representing of the Owners in all dealings with the Manager;
- (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;
- (c) the reviewing of the draft annual budget, annual budget and revised budget prepared by the Manager;
- (d) the reviewing of the Estate Rules made from time to time by the Manager;
- (e) to elect a manager to take the place of the Manager in accordance with the provisions of Clause 13 hereof; and
- (f) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of this Deed.

55. Membership

The following persons shall be eligible for membership of the Owners' Committee :-

- (a) Any Owner and, in the event of an Owner being a corporate body, any representative appointed by such Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing being given to the Owners' Committee.
- (b) The husband or wife of any Owner or any adult member of the family of any Owner duly authorised by the Owner which authorization shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing being given to the Owners' Committee PROVIDED THAT such husband, wife or adult member of the family resides in the Development.

56. Retirement from membership

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

- (a) He resigns by notice in writing to the Owners' Committee; or
- (b) He ceases to be eligible or is not re-elected at the meeting of Owners at which he stands for re-election; or
- (c) He becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
- (d) He becomes incapacitated by physical or mental illness or death; or
- (e) He is removed from office by resolution of a duly convened meeting of Owners; or
- (f) He resides abroad.

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

57. Meetings

The Owners' Committee shall meet at the requisition of the chairman or any two members of the Owners' Committee or whenever requested by the Manager PROVIDED THAT one such meeting to be known as the annual meeting shall be held once in each calendar year commencing with the year following the date of the appointment of the Manager under this Deed for the purpose of reviewing the Manager's budget and transacting any other business of which due notice is given in the notice convening the meeting PROVIDED ALSO THAT FSI shall have the right to attend the meeting.

58. Notice of meeting

- (a) Notice of the meeting of the Owners' Committee shall be given in writing by the Manager or the Owners' Committee or the person or persons convening the meeting upon each member of the Owners' Committee at least seven (7) days before the date of the meeting specifying the place, date and time of the meeting and the resolutions (if any) to be proposed.
- (b) Service of the said notice of meeting of the Owners' Committee may be effected :-
 - (i) personally upon the member of the Owners' Committee;

- (ii) by post addressed to the member of the Owners' Committee at his last known address; or
- (iii) by leaving the notice at the member's flat or depositing the notice in his letter box.

PROVIDED THAT FSI and the Owner of the Railway Complex shall have the right to receive notices, agendas and minutes of the meetings free of charge and the said notices, agendas and minutes of the meetings shall be sent free of charge to the office of the Owner of the Railway Complex or to the FSI by prepaid post or delivered by hand to the GPA or such other person and address nominated by the FSI in writing (as the case may be).

59. Quorum

No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business and not less than one half of the total number of the members of the Owners' Committee shall be a quorum. If within half an hour for the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of the chairman or any two members of the Owners' Committee, shall be dissolved; if convened by the Manager, it shall stand adjourned to the same day in the next week at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members of the Owners' Committee present shall be a quorum.

60. Chairman

The members present at the first meeting of the Owners' Committee shall choose one of their members to be the chairman who shall be chairman until the next annual meeting. Thereafter the chairman shall be chosen by the members of the Owners' Committee at the first meeting of the Owners' Committee held in any calendar year. In the absence of the chairman, the members present at any meeting duly convened shall choose one of their members to be the chairman of that meeting.

61. Power to make rules and regulations

- (a) The Owners' Committee shall have full power to make rules and regulations governing :-
 - (i) the convening, conduct and procedure of meetings of the Owners' Committee and any sub-committees thereof;
 - (ii) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
 - (iii) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee;

- (iv) all other matters to regulate the meetings of the Owners, the Owners' Committee and any sub-committees thereof and to facilitate the transaction of business thereat;

PROVIDED THAT no such rules or regulations shall be contrary to or inconsistent with the provisions of this Deed or of any Sub-Deed.

- (b) The Manager shall send a secretary upon request of the Owners' Committee to the meetings of the Owners' Committee, who shall cause a record of the persons present at such meetings and of the proceedings thereof to be kept.

62. Resolutions

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

- (a) All resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed or any Sub-Deed;
- (b) A resolution put to the vote of the meeting shall be decided on a show of hands only;
- (c) On a show of hands every member of the Owners' Committee present at the meeting shall have one vote;
- (d) In the case of an equality of votes the chairman of the meeting shall have a second or casting vote;

PROVIDED THAT no resolution of the Owners' Committee shall adversely affect the use operation and maintenance of the Railway Complex or any part thereof or the safety of the Railway Structures and Installations and/or operation of the MOS Rail and no resolution affecting the use, operation or maintenance of the Railway Complex or the easements rights and privileges of the Owner of the Railway Complex under this Deed and/or the safety of the Railway Structures and Installations and/or operation of the MOS Rail shall be valid unless such resolution is passed with the affirmative vote in favour of the resolution by the member(s) of the Owners' Committee representing the Owner of the Railway Complex PROVIDED ALSO THAT no resolution of the Owners' Committee should adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof.

63. Owners' Committee not liable

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

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

64. No remuneration

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

65. Records and minutes

- (a) The Owners' Committee shall cause to be kept records and minutes of :-
 - (i) the appointment and vacation of appointments of all its members and all changes therein;
 - (ii) all resolutions and notes of proceedings of the Owners' Committee;
 - (iii) the members present at all meetings.
- (b) Such records and minutes shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given and such Owner shall also be entitled to extracts thereof on paying the reasonable charges therefor.

66. Sub-committees

Nothing herein contained shall prevent the Owners' Committee from forming sub-committees for the recreation and welfare of the residents of the Estate or to co-opt members who are not members of the Owners' Committee to serve on such sub-committees.

SECTION VII
MEETING OF OWNERS

67. Meetings

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

- (a) (i) The first meeting of Owners shall be convened by the Manager as soon as possible but not later than nine (9) months from the execution of this Deed (and to call further and subsequent meetings if required), the business of which shall include the appointment of a chairman and

committee of Owners or to appoint a management committee for the purpose of forming an Owners' Corporation.

- (ii) A meeting may be validly convened by the Manager or by the Owners' Committee or by an Owner appointed to convene such a meeting or by those Owners who in the aggregate have vested in them for the time being not less than 1/20th of the number of Undivided Shares in the Development (excluding those Undivided Shares allocated to the Common Areas and Facilities).
 - (iii) The Owners' meeting to be convened under this Deed may be convened at the request of the Owner of the Railway Complex or whenever requested by the Manager for matters in relation to and/or arising out of the Railway Complex. The quorum of such meeting shall be the quorum as required under the Eighth Schedule to the Building Management Ordinance (Cap.344 of the Laws of Hong Kong), provided that if on the date and time appointed for such meeting, a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and venue and at such postponed meeting, notwithstanding the provisions of the Eighth Schedule to the Building Management Ordinance (Cap.344 of the Laws of Hong Kong), the Owner(s) present shall form the quorum for such meeting. The Manager shall expressly specify in the notice of meeting to all Owners the provisions as to quorum of Owners' meetings as contained in this Clause 67 (a)(iii).
- (b) The procedure at a meeting of Owners shall be as determined by the Owners. The person convening the meeting of Owners shall, at least fourteen (14) days before the date of the meeting, give notice of the meeting to each Owner. The notice of meeting specifying the place, date and time of the meeting and the resolutions (if any) that are to be proposed may be given by delivering it personally to the Owner or by sending it by post to the Owner at his last known address or by leaving it at the Owner's Unit or depositing it in the letter box for that Unit PROVIDED THAT in case of Owners who have provided the Manager with an address within the jurisdiction for service of notice pursuant to Clause 73 of this Deed, a copy of such notice shall also be sent to such Owners at the address provided.
 - (c) No business shall be transacted at any meeting unless a quorum is present. The quorum at a meeting of Owners shall be 10% of the Owners of the Development and 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.
 - (d) The chairman of the Owners' Committee or if the meeting is convened by person other than the Owners' Committee referred to in Clause 67(a)(ii) hereof, the person convening the meeting shall preside at the meeting

PROVIDED THAT if such person is not present within fifteen (15) minutes of the time fixed for the meeting, the Owners then present shall choose one of their members to be the chairman thereof.

- (e) The chairman of the meeting shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (f) Every Owner shall have one vote for each Undivided Share vested in him (excluding the Undivided Shares allocated to the Common Areas and Facilities) and 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 and the vote in respect of that Undivided Share may be cast (i) by a proxy jointly appointed by the co-owners; (ii) by one co-owner appointed by the others; or (iii) if no appointment has been made under (i) or (ii), then either personally or by proxy by one of the co-owners or by a proxy appointed by one of the co-owners; and, in the case of any meeting where more than one of the co-owners seeks to cast a vote in respect of the 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 at the Land Registry shall be treated as valid. In case of any equality of votes, the chairman of the meeting shall have a second or casting vote.
- (g) Votes may be given either personally or by proxy and in regard to the election, re-election, removal from office of a member of the Owners' Committee or of the chairman of the meeting, votes shall be cast by means of a secret ballot supervised by the Manager.
- (h)
 - (i) The instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A of the Building Management Ordinance (Cap.344 of the Laws of Hong Kong) 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 that body and signed by a person authorized by the body in that behalf.
 - (ii) The appointment of a proxy shall have no effect unless the instrument appointing the proxy is lodged with the person who convened the meeting not less than 48 hours before the time for the holding of the meeting.
 - (iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purpose of the meeting, be treated as being the Owner present at the meeting.
- (i) Save as otherwise herein provided any resolution on any matter concerning the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners of the Development Provided as follows :-

- (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
- (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.
- (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed.
- (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers of the Manager unless such resolution is passed by the Owners of not less than fifty per cent (50%) of the total number of Undivided Shares in the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities).
- (v) A resolution may be passed to dismiss the Manager without compensation by giving to the Manager not less than three (3) calendar months' notice in writing but no such resolution shall be valid unless such resolution is passed by the Owners of not less than fifty per cent (50%) of the total number of Undivided Shares in the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities).
- (vi) If a Sub-Deed is entered into in respect of the Commercial Accommodation and a new section of the annual management budget is established for that component part in accordance with Clause 15 Proviso (i), then notwithstanding any provisions providing to the contrary in this Deed, no resolution concerning the management of the areas and facilities designated as common areas and facilities in such Sub-Deed only shall be valid unless such resolution is passed with the affirmative vote in favour of the resolution by Owners of not less than 50% of the total number of Undivided Shares allocated to the Commercial Accommodation excluding the Undivided Shares allocated to the Commercial Common Areas and Facilities within the Commercial Accommodation.
- (vii) No resolution shall adversely affect the use operation and maintenance of the Railway Complex or any part thereof and/or the safety of the Railway Structures and Installations and/or operation of the MOS Rail and no resolution affecting the use, operation or maintenance of the Railway Complex or the easements rights and privileges of the Owner of the Railway Complex under this Deed and/or the safety of the Railway Structures and Installations and/or operation of the MOS Rail shall be valid unless such resolution is passed with the affirmative vote

in favour of the resolution by the Owner of the Railway Complex under this Deed.

- (viii) No resolution of the Owners' meetings should adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof.
- (ix) The representatives of the Owner(s) of the Government Accommodation and the Railway Complex shall not vote in respect of any resolution which concerns the Estate exclusively.
- (j) Without prejudice to anything herein contained, no resolution in respect of any of the matters hereinafter referred to shall be valid unless such resolution is passed by the Owners of not less than seventy-five per cent (75%) of the total number of Undivided Shares in the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) namely :-
 - (i) Upon the expiration of the said term of years to which the Owners are entitled under and by virtue of the Conditions or in the event of the Government taking any action by way of earlier re-entry thereunder in such circumstances that the Owners for the time being may be entitled to a renewal or extension or re-grant thereof or to a new lease term upon such terms and conditions as the Government shall offer, whether and in what manner to pay any premium, rent or other charges and expenses payable in respect thereof and generally any other matter relating to the continuance or renewal of the Conditions as aforesaid.
 - (ii) A resolution to rebuild or redevelop the Buildings or any one thereof otherwise than in accordance with Clause 68 of this Deed.
- (k) Without affecting the provisions herein contained requiring certain matters to be decided only by resolutions passed by the Owners holding not less than seventy-five per cent (75%) or fifty per cent (50%) (as the case may be) of the total number of Undivided Shares in the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities), a resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than seventy-five per cent (75%) or fifty per cent (50%) (as the case may be) of the total number of Undivided Shares in the Development shall be as valid and effectual as if it had been passed at a duly convened meeting of all of the Owners.
- (l) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.

SECTION VIII
EXTINGUISHMENT OF RIGHTS

68. Owners' meeting in event of Estate being damaged

In the event of any part of the Estate being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render a substantial part of the same unfit for the purposes for which it was intended, the Manager shall convene a meeting of the Owners in whom the exclusive use, occupation and enjoyment of such part of the Estate is vested and such meeting may resolve by a seventy-five per cent (75%) majority at a meeting of the Owners of not less than 75% of the Undivided Shares allocated to such part of the Estate that has been damaged (excluding the Undivided Shares allocated to the Common Areas and Facilities) in person or by proxy voting that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild such part of the Estate then in such event the Undivided Shares in the Lot representing such part of the Estate shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such former Owners and such resolution is to be binding upon all the Owners of the damaged part(s). All insurance money received in respect of any policy of insurance on such part of the Estate shall likewise be distributed amongst such former Owners. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of such part of the Estate PROVIDED ALWAYS THAT if it is resolved to reinstate or rebuild such part of the Estate the Owners of such part of the Estate shall pay the excess of the cost of reinstatement or rebuilding of the relevant part of the Estate damaged as aforesaid over and above the money recoverable from the insurance of such part of the Estate in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the relevant part of the Estate and be recoverable as a civil debt.

69. Provision applicable to such Owners' meeting

The following provisions shall apply to a meeting convened by the Manager as provided in Clause 68 hereof :-

- (a) Every such meeting shall be convened by at least fourteen (14) days' notice in writing served on the relevant Owners specifying the date, time and place of the meeting;
- (b) No business shall be transacted at any meeting unless a quorum is present. A quorum shall consist of the Owners present in person or by proxy in whom not less than seventy-five per cent (75%) of the total number of Undivided Shares in the part of the Estate in question are vested (excluding the Undivided Shares allocated to the Common Areas and Facilities);

- (c) If within half an hour from the time appointed for the meeting a quorum be not present the meeting shall stand adjourned to the same time and day in the next week at the same place, and if at such adjourned meeting a quorum be not present the Owners present of not less than fifty per cent (50%) of the total number of Undivided Shares in the part of the Estate in question are vested (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be deemed to constitute a quorum;
- (d) The Manager shall be the chairman of the meeting;
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) Every Owner shall have one vote for each Undivided Share allocated to the part of the Estate vested in him (excluding the Undivided Shares allocated to the Common Areas and Facilities) and 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 and in case of dispute the first named of such Owners shall have the right to vote;
- (g) Votes may be given either personally or by proxy;
- (h) The instrument appointing a proxy shall be deposited with the chairman of the meeting not less than 48 hours before the time for holding of the meeting;
- (i) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of the Owners present in person or by proxy and voting shall be binding on all the Owners of the relevant part of the Estate PROVIDED as follows :-
 - (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (j) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than seventy-five per cent (75%) of the Undivided Shares allocated to the part of the Estate in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners;
- (k) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

SECTION IX
MISCELLANEOUS PROVISIONS

70. Owners to notify Manager when ceasing to be Owner

Each Owner shall on ceasing to be the Owner of any Undivided Share and the premises enjoyed therewith notify the Manager or (in the event where there is no Manager) the Owners' Committee of such cessation and of the name and address of the new Owner and without prejudice to the liability of the new Owner who shall be liable for all sums due and payable and performance and observance of the terms and conditions by the Owner from whom he purchased under the terms of this Deed, such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date on which such notice is received by the Manager or (in the event where there is no Manager) the Owners' Committee.

71. No liability after ceasing to be Owner

Subject to Clause 70 above no person shall, after ceasing to be the Owner of any Undivided Share, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed in respect of such Undivided Share and the premises held therewith save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term and condition prior to his ceasing to be the Owner thereof.

72. Public notice boards etc.

There shall be public notice boards at such places in the Estate as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the Estate Rules from time to time in force and all notices which under this Deed are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for seven (7) consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.

73. Provision of address in Hong Kong

Each Owner who is not a resident in the Estate shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed.

74. Service of notices etc.

Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Commercial Accommodation, such Residential Unit or such space or area of and in the Residential Parking Areas or the letter box thereof of which

the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED HOWEVER THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a Company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known residence. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at the Management Office in the Estate PROVIDED THAT the Manager shall, as may be requested in writing by the GPA, provide the FSI free of charge with notices and demands by prepaid post or delivered by hand to the GPA or such other person and address nominated by the FSI in writing.

75. Chinese translation

The First Owner shall at its own cost procure a direct translation in Chinese of this Deed and deposit a copy of this Deed and the Chinese translation in the Management Office within one (1) month from the signing hereof for inspection by the Owners free of costs. A copy of this Deed or the Chinese translation shall be supplied to each Owner upon request on payment of reasonable copying charges and all charges received shall be credited to the Special Fund. In the event of any dispute arising out of the interpretation of the Chinese translation and the English version of this Deed, the English version approved by the Director of Lands shall prevail.

76. Voting rights in respect of mortgaged Undivided Shares

Where any Undivided Share has been assigned or charged by way of mortgage, the voting rights conferred on the Owner of such Undivided Share by the provision of this Deed shall subject to the provisions of the mortgage, be exercisable only by the mortgagor unless the mortgagee is in possession of such Undivided Share and has duly served written notice of such fact on the Manager PROVIDED THAT once the mortgagee has taken possession of such Undivided Share(s) he shall become fully liable for the payment of all the Management expenses, fee and contributions payable in respect of the Commercial Accommodation, the relevant Residential Unit, Residential Parking Space and Motor Cycle Unit within the Residential Parking Areas under this Deed including any arrears thereof.

77. Plans of Common Areas and Facilities

A set of plans showing the Common Areas and Facilities and any subsequent amendments thereto duly certified as to their accuracy by or on behalf of the Authorised Person shall be kept at the Management Office and may be inspected by the Owners during normal office hours free of costs and charges PROVIDED THAT the Manager shall provide the Owner of the Government Accommodation with a copy of the plans showing the Common Areas and Facilities and any amendments that may be made thereto from time to time free of costs.

78. Slope maintenance manual(s)

A full copy of the slope maintenance manual shall be deposited by the First Owner and kept at the Management Office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge and all charges received shall be credited to the Special Fund.

79. Maintenance of the Works and Installations

- (a) The First Owner shall at its own costs and expenses prepare and compile for the reference of the Owners a maintenance manual for the Works and Installations (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.

PROVIDED THAT the First Owner shall seek prior written approval of the Owner of the Government Accommodation if the relevant Works and Installations directly affects the Government Accommodation.

- (b) A full copy of the maintenance manual for the Works and Installations shall be deposited by the First Owner in the Management Office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge and all charges received shall be credited to the Special Fund.
- (c) All Owners (save and except the Owner(s) of the Government Accommodation and the Railway Complex) shall at their own expense inspect, maintain and carry out all necessary works for the maintenance of the Estate and their own Units including the Works and Installations.
- (d) The Manager shall have the right to revise the items comprising the Works and Installations as set out in the Fifth Schedule hereto and the maintenance manual for the Works and Installations as may be necessary including but not limited to the addition of works and installations in the Estate and the updating of maintenance strategies in step with changing requirements.

- (e) The Owners may, by a resolution of Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the items comprising the Works and Installations as set out in the Fifth Schedule hereto and the maintenance manual for the Works and Installations, in which event the Manager must 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 PROVIDED THAT all costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations will be paid out of the Special Fund.
- (f) The Manager shall deposit the revised maintenance manual for the Works and Installations in the Management Office within one month from the date of its preparation for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge and all charges received must be credited to the Special Fund.

80. Deed binding on executors etc.

The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the Commercial Accommodation, Residential Units, Residential Parking Spaces and Motor Cycle Units within the Residential Parking Areas, Railway Complex and Common Areas and Facilities and to the Undivided Share or Shares held therewith.

81. Deed not to prejudice operation of Building Management Ordinance etc.

No provisions contained in this Deed shall prejudice in any way the operation of the Building Management Ordinance (Cap.344 of the Laws of Hong Kong) and any amendment or amendments thereof or any substitutions thereof. If any Owners' Corporation is formed under the provisions of the Building Management Ordinance (Cap.344 of the Laws of Hong Kong), the Owners' Corporation shall be vested with all the rights, powers, duties and obligations for the control, management and the administration of the Estate conferred by this Deed or any Sub-Deed on the Manager and subject to any provisions herein in extension or modification thereof. The provisions contained in the Second Schedule of the said Ordinance shall apply to the management committee following incorporation of the owners thereunder which shall take the place of the Owners' Committee formed hereunder and the provisions contained in the Third Schedule of the said Ordinance shall apply to all meetings of the Owners' Corporation which shall take the place of the Owners' meeting provided herein.

82. Exercise of rights by Manager

The exercise by the Manager of any of the rights conferred upon them under this Deed shall, where a same or similar right is reserved to an Owner hereunder, be subject to the same restrictions and provisions governing the exercise by such Owner of that right.

83. Compliance with published safety requirements of Railway Structures and Installations

No provision contained in this Deed shall absolve any person (including an Owner, an assignee of any right reserved to an Owner hereunder and the Manager) from complying with the published and generally applicable safety requirements of the MOS Rail and the Railway Structures and Installations nor from obtaining the prior approval of the Owner of the Railway Complex with regard to any act or the exercise of any of the rights reserved to any Owner or the Manager under the terms of this Deed or the discharge of any of the obligations by any Owner and/or the Manager hereunder insofar as the same affects the Estate Common Areas and Facilities, the Railway Complex, or the operation of the MOS Rail and the Railway Complex or safety of the MOS Rail and the Railway Structures and Installations, and the Owners and/or the Manager (as the case may be) hereby agree to indemnify the Owner of the Railway Complex against all losses, claims, damages, injuries, costs, expenses and liabilities (i) as a result of any infringement or failure to comply with the published and generally applicable safety requirements of the MOS Rail and the Railway Structures and Installations by such Owner(s) or Manager, (ii) as a result of the failure to obtain the prior approval of the Owner of the Railway Complex in the exercise of any rights reserved to such Owner(s) or Manager in respect of which approval from the Owner of the Railway Complex is required or (iii) arising from any act in breach of any of the provisions contained in this Deed.

84. Assignment of the Station Carpark

Subject to the written consent of the Director of Lands and conditions for granting consent imposed by the Director of Lands in accordance with the Conditions, if the Station Carpark shall have been assigned sold or otherwise disposed of separately from the Railway Station, the easements rights and privileges reserved or granted to the Owner of the Railway Complex in this Deed shall only be exercised by the Owner of the Railway Station in whom for the time being any Undivided Share of the Railway Station is vested and is registered as such under the Land Registration Ordinance (Cap.128 of the Laws of Hong Kong) (hereafter in this Clause called the **"Owner of the Railway Station"**) to the exclusion of the assignee of the Station Carpark and its successors and assigns, and all reference to the Owner of the Railway Complex in this Deed shall thereafter be construed as reference to the Owner of the Railway Station.

85. Assignment of Common Areas and Facilities

The First Owner shall upon execution of this Deed assign the whole of the Undivided Shares in the Common Areas and Facilities (but not a part thereof) to the Manager free of cost to be held on trust for all the Owners and for the general amenity of the Owners and other occupants of the Development Subject to the Conditions and to this Deed and the relevant Sub-Deed (if any). In the event the Manager shall be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance with these presents, then the Manager or the liquidator or receiver (as the case may be) shall assign such Undivided Shares together with the Common Areas and Facilities they represent to the new Manager PROVIDED THAT upon formation of the Owners' Corporation under the Building Management Ordinance (Cap.344 of the Laws of Hong Kong), the Manager shall, if

required by the Owners' Corporation, assign the Undivided Shares relating to the Common Areas and Facilities and transfer the management responsibilities to it, without costs or consideration, for the general benefit of the Owners and upon such assignment such Undivided Shares shall be held by the Owners' Corporation as trustee for all the Owners PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities, entitlements, duties and obligations of the Manager contained in this Deed or any relevant Sub-Deed.

86. Incorporation of the Seventh and Eighth Schedules to the Building Management Ordinance

The provisions in the Seventh and the Eighth Schedules to the Building Management Ordinance (Cap.344 of the Laws of Hong Kong) shall be incorporated into this Deed of Mutual Covenant and Management Agreement.

IN WITNESS whereof the First Owner, the First Assignee and the Manager have executed this Deed the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

Allocation of Undivided Shares

(A) Residential Accommodation :

UNDIVIDED SHARES TABLE FOR RESIDENTIAL UNITS (TOWER 1)								
	A	B	C	D	E	F	G	TOTAL
60/F					74 (*)			74
59/F			85 (#)		22	21	21	149
57/F	95 (#)	100 (#)	35	40	22	21	21	334
56/F	57	64	35	40	22	21	21	260
55/F	57	64	35	40	22	21	21	260
52/F	57	64	35	40	22	21	21	260
51/F	57	64	35	40	22	21	21	260
50/F	57	64	35	40	22	21	21	260
39/F	57	64	35	40	22	21	21	260
38/F	57	64	35	40	22	21	21	260
37/F	57	64	35	40	22	21	21	260
36/F	57	64	35	40	22	21	21	260
35/F	57	64	35	40	22	21	21	260
33/F	57	64	35	40	22	21	21	260
32/F	57	64	35	40	22	21	21	260
31/F	57	64	35	40	22	21	21	260
29/F	57	64	35	40	22	21	21	260
28/F	57	64	35	40	22	21	21	260
27/F	57	64	35	40	22	21	21	260
26/F	57	64	35	40	22	21	21	260
25/F	57	64	35	40	22	21	21	260
23/F	57	64	35	40	22	21	21	260
22/F	57	64	35	40	22	21	21	260
21/F	57	64	35	40	22	21	21	260
20/F	57	64	35	40	22	21	21	260
19/F	57	64	35	40	22	21	21	260
18/F	57	64	35	40	22	21	21	260
17/F	57	64	35	40	22	21	21	260
16/F	57	64	35	40	22	21	21	260
15/F	57	64	35	40	22	21	21	260
12/F	57	64	35	40	22	21	21	260
11/F	57	64	35	40	22	21	21	260
10/F	57	64	35	40	22	21	21	260
9/F	57	64	35	40	22	21	21	260
8/F	57	64	35	40	22	21	21	260
7/F	57	64	35	40	22	21	21	260
6/F	57	64	35	40	22	21	21	260
5/F(**)	55	61	34	38	21	20	20	249
SUB-TOTAL	2088	2337	1344	1438	887	776	776	9646
Balcony, Utility Platform and Flat Roof(s) at 5/F(***))	5	4	5	5	4	5	4	32
TOTAL	2093	2341	1349	1443	891	781	780	9678

NOTE:

1. THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F - 49/F, 53/F, 54/F & 58/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.
2. (*) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
(#) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) (INCLUDING SWIMMING POOL LOCATED THEREIN), LOWER PART OF SWIMMING POOL AND FILTRATION PLANT ROOM PERTAINING THERETO.
3. (**) UNDIVIDED SHARES OF FLATS A TO G OF 5/F EXCLUDING THE RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
4. (***) UNDIVIDED SHARES OF RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING TO EACH OF FLATS A TO G OF 5/F.
5. SAVE AS MENTIONED IN NOTES 2, 3 AND 4 ABOVE, EACH OF THE RESIDENTIAL UNITS IS PROVIDED WITH BALCONY AND UTILITY PLATFORM PERTAINING THERETO.

UNDIVIDED SHARES TABLE FOR RESIDENTIAL UNITS (TOWER 2)									
	A	B	C	D	E	F	G	H	TOTAL
62/F									0
61/F	72 (*)	69 (*)	77 (*)		24	58 (*)	58 (*)	24	378
60/F	39	30	42		24	22	22	24	203
59/F	39	30	42		24	22	22	24	203
57/F	39	30	42		24	22	22	24	203
56/F	39	30	42		24	22	22	24	203
55/F	39	30	42		24	22	22	24	203
52/F	39	30	42		24	22	22	24	203
51/F	39	30	42		24	22	22	24	203
50/F	39	30	42		24	22	22	24	203
39/F	39	30	42		24	22	22	24	203
38/F	39	30	42		24	22	22	24	203
37/F	39	30	42		24	22	22	24	203
36/F	39	30	42		24	22	22	24	203
35/F	39	30	42		24	22	22	24	203
33/F	39	30	42		24	22	22	24	203
32/F	39	30	42		24	22	22	24	203
31/F	39	30	42		24	22	22	24	203
29/F	32	27	22	32	24	22	22	24	205
28/F	32	27	22	32	24	22	22	24	205
27/F	32	27	22	32	24	22	22	24	205
26/F	32	27	22	32	24	22	22	24	205
25/F	32	27	22	32	24	22	22	24	205
23/F	32	27	22	32	24	22	22	24	205
22/F	32	27	22	32	24	22	22	24	205
21/F	32	27	22	32	24	22	22	24	205
20/F	32	27	22	32	24	22	22	24	205
19/F	32	27	22	32	24	22	22	24	205
18/F	32	27	22	32	24	22	22	24	205
17/F	32	27	22	32	24	22	22	24	205
16/F	32	27	22	32	24	22	22	24	205
15/F	32	27	22	32	24	22	22	24	205
12/F	32	27	22	32	24	22	22	24	205
11/F	32	27	22	32	24	22	22	24	205
10/F	32	27	22	32	24	22	22	24	205
9/F	32	27	22	32	24	22	22	24	205
8/F	32	27	22	32	24	22	22	24	205
7/F	32	27	22	32	24	22	22	24	205
6/F	32	27	22	32	24	22	22	24	205
5/F(**)	30	26	20	30	23	20	20	23	192
SUB-TOTAL	1398	1142	1231	702	935	890	890	935	8123
Balcony, Utility Platform and Flat Roof(s) at 5/F(***)	3	4	3	2	4	5	5	4	30
TOTAL	1401	1146	1234	704	939	895	895	939	8153

NOTE:

1. THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F - 49/F, 53/F, 54/F & 58/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.
2. (*) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
3. (**) UNDIVIDED SHARES OF FLATS A TO H OF 5/F EXCLUDING THE RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
4. (***) UNDIVIDED SHARES OF RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING TO EACH OF FLATS A TO H OF 5/F.
5. SAVE AS MENTIONED IN NOTES 2, 3 AND 4 ABOVE, EACH OF THE RESIDENTIAL UNITS IS PROVIDED WITH BALCONY AND UTILITY PLATFORM PERTAINING THERETO.

UNDIVIDED SHARES TABLE FOR RESIDENTIAL UNITS (TOWER 3)									
	A	B	C	D	E	F	G	H	TOTAL
65/F									0
63/F	73 (*)	69 (*)	78 (*)		23	56 (*)	56 (*)	23	378
62/F	39	30	42		23	22	22	23	201
61/F	39	30	42		23	22	22	23	201
60/F	39	30	42		23	22	22	23	201
59/F	39	30	42		23	22	22	23	201
57/F	39	30	42		23	22	22	23	201
56/F	39	30	42		23	22	22	23	201
55/F	39	30	42		23	22	22	23	201
52/F	39	30	42		23	22	22	23	201
51/F	39	30	42		23	22	22	23	201
50/F	39	30	42		23	22	22	23	201
39/F	39	30	42		23	22	22	23	201
38/F	39	30	42		23	22	22	23	201
37/F	39	30	42		23	22	22	23	201
36/F	39	30	42		23	22	22	23	201
35/F	39	30	42		23	22	22	23	201
33/F	39	30	42		23	22	22	23	201
32/F	39	30	42		23	22	22	23	201
31/F	39	30	42		23	22	22	23	201
29/F	32	28	22	32	23	22	22	23	204
28/F	32	28	22	32	23	22	22	23	204
27/F	32	28	22	32	23	22	22	23	204
26/F	32	28	22	32	23	22	22	23	204
25/F	32	28	22	32	23	22	22	23	204
23/F	32	28	22	32	23	22	22	23	204
22/F	32	28	22	32	23	22	22	23	204
21/F	32	28	22	32	23	22	22	23	204
20/F	32	28	22	32	23	22	22	23	204
19/F	32	28	22	32	23	22	22	23	204
18/F	32	28	22	32	23	22	22	23	204
17/F	32	28	22	32	23	22	22	23	204
16/F	32	28	22	32	23	22	22	23	204
15/F	32	28	22	32	23	22	22	23	204
12/F	32	28	22	32	23	22	22	23	204
11/F	32	28	22	32	23	22	22	23	204
10/F	32	28	22	32	23	22	22	23	204
9/F	32	28	22	32	23	22	22	23	204
8/F	32	28	22	32	23	22	22	23	204
7/F	32	28	22	32	23	22	22	23	204
6/F	32	28	22	32	23	22	22	23	204
5/F(**)	30	26	20	30	21	21	21	21	190
SUB-TOTAL	1477	1223	1316	702	941	935	935	941	8470
Balcony, Utility Platform and Flat Roof(s) at 5/F(***)	2	4	3	2	4	6	5	4	29
TOTAL	1479	1227	1319	704	945	940	940	945	8499

NOTE:

1. THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F - 49/F, 53/F, 54/F, 58/F & 59/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.
2. (*) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
3. (**) UNDIVIDED SHARES OF FLATS A TO H OF 5/F EXCLUDING THE RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
4. (***) UNDIVIDED SHARES OF RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING TO EACH OF FLATS A TO H OF 5/F.
5. SAVE AS MENTIONED IN NOTES 2, 3 AND 4 ABOVE, EACH OF THE RESIDENTIAL UNITS IS PROVIDED WITH BALCONY AND UTILITY PLATFORM PERTAINING THERETO.

UNDIVIDED SHARES TABLE FOR RESIDENTIAL UNITS (TOWER 5)

	A	B	C	D	E	F	G	H	TOTAL
67/F									0
66/F	73 (*)	68 (*)	78 (*)		23	66 (*)	66 (*)	23	397
65/F	39	30	42		23	28	28	23	213
63/F	39	30	42		23	28	28	23	213
62/F	39	30	42		23	28	28	23	213
61/F	39	30	42		23	28	28	23	213
60/F	39	30	42		23	28	28	23	213
59/F	39	30	42		23	28	28	23	213
57/F	39	30	42		23	28	28	23	213
56/F	39	30	42		23	28	28	23	213
55/F	39	30	42		23	28	28	23	213
52/F	39	30	42		23	28	28	23	213
51/F	39	30	42		23	28	28	23	213
50/F	39	30	42		23	28	28	23	213
39/F	39	30	42		23	28	28	23	213
38/F	39	30	42		23	28	28	23	213
37/F	39	30	42		23	28	28	23	213
36/F	39	30	42		23	28	28	23	213
35/F	39	30	42		23	28	28	23	213
33/F	39	30	42		23	28	28	23	213
32/F	39	30	42		23	28	28	23	213
31/F	39	30	42		23	28	28	23	213
29/F	32	28	22	32	23	28	28	23	216
28/F	32	28	22	32	23	28	28	23	216
27/F	32	28	22	32	23	28	28	23	216
26/F	32	28	22	32	23	28	28	23	216
25/F	32	28	22	32	23	28	28	23	216
23/F	32	28	22	32	23	28	28	23	216
22/F	32	28	22	32	23	28	28	23	216
21/F	32	28	22	32	23	28	28	23	216
20/F	32	28	22	32	23	28	28	23	216
19/F	32	28	22	32	23	28	28	23	216
18/F	32	28	22	32	23	28	28	23	216
17/F	32	28	22	32	23	28	28	23	216
16/F	32	28	22	32	23	28	28	23	216
15/F	32	28	22	32	23	28	28	23	216
12/F	32	28	22	32	23	28	28	23	216
11/F	32	28	22	32	23	28	28	23	216
10/F	32	28	22	32	23	28	28	23	216
9/F	32	28	22	32	23	28	28	23	216
8/F	32	28	22	32	23	28	28	23	216
7/F	32	28	22	32	23	28	28	23	216
6/F	32	28	22	32	23	28	28	23	216
5/F(**)	30	26	21	30	21	26	26	21	201
SUB-TOTAL	1555	1282	1401	702	987	1240	1240	987	9394
Balcony, Utility Platform and Flat Roof(s) at 5/F(***)	2	4	3	3	3	6	6	3	30
TOTAL	1557	1286	1404	705	990	1246	1246	990	9424

NOTE:

1. THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F - 49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.
2. (*) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
3. (**) UNDIVIDED SHARES OF FLATS A TO H OF 5/F EXCLUDING THE RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
4. (***) UNDIVIDED SHARES OF RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING TO EACH OF FLATS A TO H OF 5/F.
5. SAVE AS MENTIONED IN NOTES 2, 3 AND 4 ABOVE, EACH OF THE RESIDENTIAL UNITS IS PROVIDED WITH BALCONY AND UTILITY PLATFORM PERTAINING THERETO.

UNDIVIDED SHARES TABLE FOR RESIDENTIAL UNITS (TOWER 6)							
	A	B	C	D	E	F	TOTAL
69/F							0
68/F			86 (#)		61 (*)	61 (*)	208
67/F	108 (#)	114 (#)	40	37	25	25	349
66/F	63	74	40	37	25	25	264
65/F	63	74	40	37	25	25	264
63/F	63	74	40	37	25	25	264
62/F	63	74	40	37	25	25	264
61/F	63	74	40	37	25	25	264
60/F	63	74	40	37	25	25	264
59/F	63	74	40	37	25	25	264
57/F	63	74	40	37	25	25	264
56/F	63	74	40	37	25	25	264
55/F	63	74	40	37	25	25	264
52/F	63	74	40	37	25	25	264
51/F	63	74	40	37	25	25	264
50/F	63	74	40	37	25	25	264
39/F	63	74	40	37	25	25	264
38/F	63	74	40	37	25	25	264
37/F	63	74	40	37	25	25	264
36/F	63	74	40	37	25	25	264
35/F	63	74	40	37	25	25	264
33/F	63	74	40	37	25	25	264
32/F	63	74	40	37	25	25	264
31/F	63	74	40	37	25	25	264
29/F	63	74	40	37	25	25	264
28/F	63	74	40	37	25	25	264
27/F	63	74	40	37	25	25	264
26/F	63	74	40	37	25	25	264
25/F	63	74	40	37	25	25	264
23/F	63	74	40	37	25	25	264
22/F	63	74	40	37	25	25	264
21/F	63	74	40	37	25	25	264
20/F	63	74	40	37	25	25	264
19/F	63	74	40	37	25	25	264
18/F	63	74	40	37	25	25	264
17/F	63	74	40	37	25	25	264
16/F	63	74	40	37	25	25	264
15/F	63	74	40	37	25	25	264
12/F	63	74	40	37	25	25	264
11/F	63	74	40	37	25	25	264
10/F	63	74	40	37	25	25	264
9/F	63	74	40	37	25	25	264
8/F	63	74	40	37	25	25	264
7/F	63	74	40	37	25	25	264
6/F	63	74	40	37	25	25	264
5/F(**)	60	71	39	35	23	23	251
SUB-TOTAL	2814	3293	1845	1626	1159	1159	11896
Balcony, Utility Platform and Flat Roof(s) at 5/F(***)	9	9	5	3	4	3	33
TOTAL	2823	3302	1850	1629	1163	1162	11929

NOTE:

- 1 THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F - 49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT
- 2 (*) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO
- (#) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) (INCLUDING SWIMMING POOL LOCATED THEREIN), LOWER PART OF SWIMMING POOL AND FILTRATION PLANT ROOM PERTAINING THERETO
- 3 (**) UNDIVIDED SHARES OF FLATS A TO F OF 5/F EXCLUDING THE RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO
- 4 (***) UNDIVIDED SHARES OF RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING TO EACH OF FLATS A TO F OF 5/F
- 5 SAVE AS MENTIONED IN NOTES 2, 3 AND 4 ABOVE. EACH OF THE RESIDENTIAL UNITS IS PROVIDED WITH BALCONY AND UTILITY PLATFORM PERTAINING THERETO

UNDIVIDED SHARES TABLE FOR RESIDENTIAL UNITS (TOWER 7)									
	A	B	C	D	E	F	G	H	TOTAL
69/F						23	23		46
68/F	90 (#)	31	30	84 (*)	63 (**)	23	23	67 (**)	411
67/F	40	31	31	37	23	23	23	28	236
66/F	40	31	31	37	23	23	23	28	236
65/F	40	31	31	37	23	23	23	28	236
63/F	40	31	31	37	23	23	23	28	236
62/F	40	31	31	37	23	23	23	28	236
61/F	40	31	31	37	23	23	23	28	236
60/F	40	31	31	37	23	23	23	28	236
59/F	40	31	31	37	23	23	23	28	236
57/F	40	31	31	37	23	23	23	28	236
56/F	40	31	31	37	23	23	23	28	236
55/F	40	31	31	37	23	23	23	28	236
52/F	40	31	31	37	23	23	23	28	236
51/F	40	31	31	37	23	23	23	28	236
50/F	40	31	31	37	23	23	23	28	236
39/F	40	31	31	37	23	23	23	28	236
38/F	40	31	31	37	23	23	23	28	236
37/F	40	31	31	37	23	23	23	28	236
36/F	40	31	31	37	23	23	23	28	236
35/F	40	31	31	37	23	23	23	28	236
33/F	40	31	31	37	23	23	23	28	236
32/F	40	31	31	37	23	23	23	28	236
31/F	40	31	31	37	23	23	23	28	236
29/F	40	31	31	37	23	23	23	28	236
28/F	40	31	31	37	23	23	23	28	236
27/F	40	31	31	37	23	23	23	28	236
26/F	40	31	31	37	23	23	23	28	236
25/F	40	31	31	37	23	23	23	28	236
23/F	40	31	31	37	23	23	23	28	236
22/F	40	31	31	37	23	23	23	28	236
21/F	40	31	31	37	23	23	23	28	236
20/F	40	31	31	37	23	23	23	28	236
19/F	40	31	31	37	23	23	23	28	236
18/F	40	31	31	37	23	23	23	28	236
17/F	40	31	31	37	23	23	23	28	236
16/F	40	31	31	37	23	23	23	28	236
15/F	40	31	31	37	23	23	23	28	236
12/F	40	31	31	37	23	23	23	28	236
11/F	40	31	31	37	23	23	23	28	236
10/F	40	31	31	37	23	23	23	28	236
9/F	40	31	31	37	23	23	23	28	236
8/F	40	31	31	37	23	23	23	28	236
7/F	40	31	31	37	23	23	23	28	236
6/F	40	31	31	37	23	23	23	28	236
5/F(**)	38	29	29	35	21	21	21	28	220
SUB-TOTAL	1848	1393	1392	1710	1073	1056	1056	1297	10825
Balcony, Utility Platform and Flat Roof(s) at 5/F(***)	5	5	5	5	4	4	5	8	39
TOTAL	1853	1398	1397	1715	1077	1060	1061	1303	10864

NOTE:

1. THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F - 49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.
2. (*) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
3. (**) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) (INCLUDING SWIMMING POOL LOCATED THEREIN), LOWER PART OF SWIMMING POOL AND FILTRATION PLANT ROOM PERTAINING THERETO.
4. (***) UNDIVIDED SHARES OF FLATS A TO H OF 5/F EXCLUDING THE RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
5. (****) UNDIVIDED SHARES OF RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING TO EACH OF FLATS A TO H OF 5/F.
6. SAVE AS MENTIONED IN NOTES 2, 3 AND 4 ABOVE, EACH OF THE RESIDENTIAL UNITS IS PROVIDED WITH BALCONY AND UTILITY PLATFORM PERTAINING THERETO.

UNDIVIDED SHARES TABLE FOR RESIDENTIAL UNITS (TOWER 8)									
	A	B	C	D	E	F	G	H	TOTAL
69/F						22	22		44
68/F					70 (*)	22	22	71 (*)	185
67/F		82 (*)	74 (*)		28	22	22	28	256
66/F	22	31	22	22	28	22	22	28	197
65/F	22	31	22	22	28	22	22	28	197
63/F	22	31	22	22	28	22	22	28	197
62/F	22	31	22	22	28	22	22	28	197
61/F	22	31	22	22	28	22	22	28	197
60/F	22	31	22	22	28	22	22	28	197
59/F	22	31	22	22	28	22	22	28	197
57/F	22	31	22	22	28	22	22	28	197
56/F	22	31	22	22	28	22	22	28	197
55/F	22	31	22	22	28	22	22	28	197
52/F	22	31	22	22	28	22	22	28	197
51/F	22	31	22	22	28	22	22	28	197
50/F	22	31	22	22	28	22	22	28	197
39/F	22	31	22	22	28	22	22	28	197
38/F	22	31	22	22	28	22	22	28	197
37/F	22	31	22	22	28	22	22	28	197
36/F	22	31	22	22	28	22	22	28	197
35/F	22	31	22	22	28	22	22	28	197
33/F	22	31	22	22	28	22	22	28	197
32/F	22	31	22	22	28	22	22	28	197
31/F	22	31	22	22	28	22	22	28	197
29/F	22	31	22	22	28	22	22	28	197
28/F	22	31	22	22	28	22	22	28	197
27/F	22	31	22	22	28	22	22	28	197
26/F	22	31	22	22	28	22	22	28	197
25/F	22	31	22	22	28	22	22	28	197
23/F	22	31	22	22	28	22	22	28	197
22/F	22	31	22	22	28	22	22	28	197
21/F	22	31	22	22	28	22	22	28	197
20/F	22	31	22	22	28	22	22	28	197
19/F	22	31	22	22	28	22	22	28	197
18/F	22	31	22	22	28	22	22	28	197
17/F	22	31	22	22	28	22	22	28	197
16/F	22	31	22	22	28	22	22	28	197
15/F	22	31	22	22	28	22	22	28	197
12/F	22	31	22	22	28	22	22	28	197
11/F	22	31	22	22	28	22	22	28	197
10/F	22	31	22	22	28	22	22	28	197
9/F	22	31	22	22	28	22	22	28	197
8/F	22	31	22	22	28	22	22	28	197
7/F	22	31	22	22	28	22	22	28	197
6/F	22	31	22	22	28	22	22	28	197
5/F(**)	21	29	20	20	26	20	20	26	182
SUB-TOTAL	945	1413	1018	944	1300	1010	1010	1301	8941
Balcony, Utility Platform and Flat Roof(s) at 5/F(***)	2	2	3	5	7	2	2	3	25
TOTAL	947	1415	1021	949	1307	1012	1012	1304	8967

NOTE:

1. THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F - 49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.
2. (*) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
3. (**) UNDIVIDED SHARES OF FLATS A TO H OF 5/F EXCLUDING THE RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
4. (***) UNDIVIDED SHARES OF RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING TO EACH OF FLATS A TO H OF 5/F.
5. SAVE AS MENTIONED IN NOTES 2, 3 AND 4 ABOVE, EACH OF THE RESIDENTIAL UNITS IS PROVIDED WITH BALCONY AND UTILITY PLATFORM PERTAINING THERETO.

Summary for Residential Accommodation :

	<u>Undivided Shares</u>
Site A	
Tower 1 *	9,646
Tower 2 *	8,123
Tower 3 *	8,470
Balconies, Utility Platforms and Flat Roofs at 5 th Floor (Towers 1, 2, 3, 5, 6, 7 and 8)	219
	<hr/> 26,458
Site B	
Tower 5 *	9,394
Tower 6 *	11,896
	<hr/> 21,290
Site C	
Tower 7 *	10,825
Tower 8 *	8,941
	<hr/> 19,766
Sub-Total :	<hr/> 67,514
(B) within Residential Parking Areas :	
- 289 Residential Parking Spaces of 5 shares each	1,445
- 36 Motor Cycle Units of 1 share each	36
	<hr/>
Sub-Total :	1,481
(C) Commercial Accommodation :	
Commercial Areas	1,493
Kindergarten	520
Commercial Common Areas and Facilities	102
	<hr/>
Sub-Total :	2,115
(D) Railway Complex	
- Railway Station	9,124
- Station Carpark	822
	<hr/>
Sub-Total :	9,946
(E) Government Accommodation	5,707

(F)	Common Areas and Facilities including	
	- Estate Common Areas and Facilities	1,201
	- Residential Common Areas and Facilities	7,200
	- Residential Carpark Common Areas and Facilities	480
	- Mixed Carpark Common Areas and Facilities	80
	- Development Common Access	120
	Sub-Total :	<u>9,081</u>
<hr/>		
	Total :	95,844

* (excluding Balconies, Utility Platforms and Flat Roofs at 5th Floor)

Allocation of Management Units

(A) Residential Accommodation :

MANAGEMENT UNITS TABLE FOR RESIDENTIAL UNITS (TOWER 1)								
	A	B	C	D	E	F	G	TOTAL
60/F					74 (*)			74
59/F			85 (#)		22	21	21	149
57/F	95 (#)	100 (#)	35	40	22	21	21	334
56/F	57	64	35	40	22	21	21	260
55/F	57	64	35	40	22	21	21	260
52/F	57	64	35	40	22	21	21	260
51/F	57	64	35	40	22	21	21	260
50/F	57	64	35	40	22	21	21	260
39/F	57	64	35	40	22	21	21	260
38/F	57	64	35	40	22	21	21	260
37/F	57	64	35	40	22	21	21	260
36/F	57	64	35	40	22	21	21	260
35/F	57	64	35	40	22	21	21	260
33/F	57	64	35	40	22	21	21	260
32/F	57	64	35	40	22	21	21	260
31/F	57	64	35	40	22	21	21	260
29/F	57	64	35	40	22	21	21	260
28/F	57	64	35	40	22	21	21	260
27/F	57	64	35	40	22	21	21	260
26/F	57	64	35	40	22	21	21	260
25/F	57	64	35	40	22	21	21	260
23/F	57	64	35	40	22	21	21	260
22/F	57	64	35	40	22	21	21	260
21/F	57	64	35	40	22	21	21	260
20/F	57	64	35	40	22	21	21	260
19/F	57	64	35	40	22	21	21	260
18/F	57	64	35	40	22	21	21	260
17/F	57	64	35	40	22	21	21	260
16/F	57	64	35	40	22	21	21	260
15/F	57	64	35	40	22	21	21	260
12/F	57	64	35	40	22	21	21	260
11/F	57	64	35	40	22	21	21	260
10/F	57	64	35	40	22	21	21	260
9/F	57	64	35	40	22	21	21	260
8/F	57	64	35	40	22	21	21	260
7/F	57	64	35	40	22	21	21	260
6/F	57	64	35	40	22	21	21	260
5/F(**)	55	61	34	38	21	20	20	249
SUB-TOTAL	2088	2337	1344	1438	887	776	776	9646
Balcony, Utility Platform and Flat Roof(s) at 5/F(***)	5	4	5	5	4	5	4	32
TOTAL	2093	2341	1349	1443	891	781	780	9678

NOTE:

1. THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F - 48/F, 53/F, 54/F & 58/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.
2. (*) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
(#) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) (INCLUDING SWIMMING POOL LOCATED THEREIN), LOWER PART OF SWIMMING POOL AND FILTRATION PLANT ROOM PERTAINING THERETO.
3. (**) MANAGEMENT UNITS OF FLATS A TO G OF 5/F EXCLUDING THE RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
4. (***) MANAGEMENT UNITS OF RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING TO EACH OF FLATS A TO G OF 5/F.
5. SAVE AS MENTIONED IN NOTES 2, 3 AND 4 ABOVE, EACH OF THE RESIDENTIAL UNITS IS PROVIDED WITH BALCONY AND UTILITY PLATFORM PERTAINING THERETO.

MANAGEMENT UNITS TABLE FOR RESIDENTIAL UNITS (TOWER 2)									
	A	B	C	D	E	F	G	H	TOTAL
62/F									0
61/F	72 (*)	69 (*)	77 (*)		24	56 (*)	56 (*)	24	378
60/F	39	30	42		24	22	22	24	203
59/F	39	30	42		24	22	22	24	203
57/F	39	30	42		24	22	22	24	203
56/F	39	30	42		24	22	22	24	203
55/F	39	30	42		24	22	22	24	203
52/F	39	30	42		24	22	22	24	203
51/F	39	30	42		24	22	22	24	203
50/F	39	30	42		24	22	22	24	203
39/F	39	30	42		24	22	22	24	203
38/F	39	30	42		24	22	22	24	203
37/F	39	30	42		24	22	22	24	203
36/F	39	30	42		24	22	22	24	203
35/F	39	30	42		24	22	22	24	203
33/F	39	30	42		24	22	22	24	203
32/F	39	30	42		24	22	22	24	203
31/F	39	30	42		24	22	22	24	203
29/F	32	27	22	32	24	22	22	24	205
28/F	32	27	22	32	24	22	22	24	205
27/F	32	27	22	32	24	22	22	24	205
26/F	32	27	22	32	24	22	22	24	205
25/F	32	27	22	32	24	22	22	24	205
23/F	32	27	22	32	24	22	22	24	205
22/F	32	27	22	32	24	22	22	24	205
21/F	32	27	22	32	24	22	22	24	205
20/F	32	27	22	32	24	22	22	24	205
19/F	32	27	22	32	24	22	22	24	205
18/F	32	27	22	32	24	22	22	24	205
17/F	32	27	22	32	24	22	22	24	205
16/F	32	27	22	32	24	22	22	24	205
15/F	32	27	22	32	24	22	22	24	205
12/F	32	27	22	32	24	22	22	24	205
11/F	32	27	22	32	24	22	22	24	205
10/F	32	27	22	32	24	22	22	24	205
9/F	32	27	22	32	24	22	22	24	205
8/F	32	27	22	32	24	22	22	24	205
7/F	32	27	22	32	24	22	22	24	205
6/F	32	27	22	32	24	22	22	24	205
5/F(**)	30	26	20	30	23	20	20	23	192
SUB-TOTAL	1398	1142	1231	702	935	890	890	935	8123
Balcony, Utility Platform and Flat Roof(s) at 5/F(***)	3	4	3	2	4	5	5	4	30
TOTAL	1401	1146	1234	704	939	895	895	939	8153

NOTE:

1. THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F - 49/F, 53/F, 54/F & 58/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.
2. (*) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
3. (**) MANAGEMENT UNITS OF FLATS A TO H OF 5/F EXCLUDING THE RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
4. (***) MANAGEMENT UNITS OF RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING TO EACH OF FLATS A TO H OF 5/F.
5. SAVE AS MENTIONED IN NOTES 2, 3 AND 4 ABOVE, EACH OF THE RESIDENTIAL UNITS IS PROVIDED WITH BALCONY AND UTILITY PLATFORM PERTAINING THERETO.

MANAGEMENT UNITS TABLE FOR RESIDENTIAL UNITS (TOWER 3)									
	A	B	C	D	E	F	G	H	TOTAL
65/F									0
63/F	73 (*)	69 (*)	78 (*)		23	56 (*)	56 (*)	23	378
62/F	39	30	42		23	22	22	23	201
61/F	39	30	42		23	22	22	23	201
60/F	39	30	42		23	22	22	23	201
59/F	39	30	42		23	22	22	23	201
57/F	39	30	42		23	22	22	23	201
56/F	39	30	42		23	22	22	23	201
55/F	39	30	42		23	22	22	23	201
52/F	39	30	42		23	22	22	23	201
51/F	39	30	42		23	22	22	23	201
50/F	39	30	42		23	22	22	23	201
39/F	39	30	42		23	22	22	23	201
38/F	39	30	42		23	22	22	23	201
37/F	39	30	42		23	22	22	23	201
36/F	39	30	42		23	22	22	23	201
35/F	39	30	42		23	22	22	23	201
33/F	39	30	42		23	22	22	23	201
32/F	39	30	42		23	22	22	23	201
31/F	39	30	42		23	22	22	23	201
29/F	32	28	22	32	23	22	22	23	204
28/F	32	28	22	32	23	22	22	23	204
27/F	32	28	22	32	23	22	22	23	204
26/F	32	28	22	32	23	22	22	23	204
25/F	32	28	22	32	23	22	22	23	204
23/F	32	28	22	32	23	22	22	23	204
22/F	32	28	22	32	23	22	22	23	204
21/F	32	28	22	32	23	22	22	23	204
20/F	32	28	22	32	23	22	22	23	204
19/F	32	28	22	32	23	22	22	23	204
18/F	32	28	22	32	23	22	22	23	204
17/F	32	28	22	32	23	22	22	23	204
16/F	32	28	22	32	23	22	22	23	204
15/F	32	28	22	32	23	22	22	23	204
12/F	32	28	22	32	23	22	22	23	204
11/F	32	28	22	32	23	22	22	23	204
10/F	32	28	22	32	23	22	22	23	204
9/F	32	28	22	32	23	22	22	23	204
8/F	32	28	22	32	23	22	22	23	204
7/F	32	28	22	32	23	22	22	23	204
6/F	32	28	22	32	23	22	22	23	204
5/F(**)	30	26	20	30	21	21	21	21	190
SUB-TOTAL	1477	1223	1316	702	941	935	935	941	8470
Balcony, Utility Platform and Flat Roof(s) at 5/F(****)	2	4	3	2	4	5	5	4	29
TOTAL	1479	1227	1319	704	945	940	940	945	8499

NOTE:

1. THERE IS NO TOWER 'A' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F - 49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.
2. (*) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
3. (**) MANAGEMENT UNITS OF FLATS A TO H OF 5/F EXCLUDING THE RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
4. (****) MANAGEMENT UNITS OF RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING TO EACH OF FLATS A TO H OF 5/F.
5. SAVE AS MENTIONED IN NOTES 2, 3 AND 4 ABOVE, EACH OF THE RESIDENTIAL UNITS IS PROVIDED WITH BALCONY AND UTILITY PLATFORM PERTAINING THERETO.

MANAGEMENT UNITS TABLE FOR RESIDENTIAL UNITS (TOWER 5)									
	A	B	C	D	E	F	G	H	TOTAL
67/F									0
66/F	73 (*)	68 (*)	78 (*)		23	66 (*)	68 (*)	23	397
65/F	39	30	42		23	28	28	23	213
63/F	39	30	42		23	28	28	23	213
62/F	39	30	42		23	28	28	23	213
61/F	39	30	42		23	28	28	23	213
60/F	39	30	42		23	28	28	23	213
59/F	39	30	42		23	28	28	23	213
57/F	39	30	42		23	28	28	23	213
56/F	39	30	42		23	28	28	23	213
55/F	39	30	42		23	28	28	23	213
52/F	39	30	42		23	28	28	23	213
51/F	39	30	42		23	28	28	23	213
50/F	39	30	42		23	28	28	23	213
39/F	39	30	42		23	28	28	23	213
38/F	39	30	42		23	28	28	23	213
37/F	39	30	42		23	28	28	23	213
36/F	39	30	42		23	28	28	23	213
35/F	39	30	42		23	28	28	23	213
33/F	39	30	42		23	28	28	23	213
32/F	39	30	42		23	28	28	23	213
31/F	39	30	42		23	28	28	23	213
29/F	32	28	22	32	23	28	28	23	216
28/F	32	28	22	32	23	28	28	23	216
27/F	32	28	22	32	23	28	28	23	216
26/F	32	28	22	32	23	28	28	23	216
25/F	32	28	22	32	23	28	28	23	216
23/F	32	28	22	32	23	28	28	23	216
22/F	32	28	22	32	23	28	28	23	216
21/F	32	28	22	32	23	28	28	23	216
20/F	32	28	22	32	23	28	28	23	216
19/F	32	28	22	32	23	28	28	23	216
18/F	32	28	22	32	23	28	28	23	216
17/F	32	28	22	32	23	28	28	23	216
16/F	32	28	22	32	23	28	28	23	216
15/F	32	28	22	32	23	28	28	23	216
12/F	32	28	22	32	23	28	28	23	216
11/F	32	28	22	32	23	28	28	23	216
10/F	32	28	22	32	23	28	28	23	216
9/F	32	28	22	32	23	28	28	23	216
8/F	32	28	22	32	23	28	28	23	216
7/F	32	28	22	32	23	28	28	23	216
6/F	32	28	22	32	23	28	28	23	216
5/F(**)	30	26	21	30	21	26	26	21	201
SUB-TOTAL	1555	1282	1401	702	967	1240	1240	987	9394
Balcony, Utility Platform and Flat Roof(s) at 5/F(***)	2	4	3	3	3	6	6	3	30
TOTAL	1557	1286	1404	705	990	1246	1246	990	9424

NOTE:

1. THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F - 49/F, 53/F, 54/F, 59/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.
2. (*) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
3. (**) MANAGEMENT UNITS OF FLATS A TO H OF 5/F EXCLUDING THE RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
4. (***) MANAGEMENT UNITS OF RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING TO EACH OF FLATS A TO H OF 5/F.
5. SAVE AS MENTIONED IN NOTES 2, 3 AND 4 ABOVE, EACH OF THE RESIDENTIAL UNITS IS PROVIDED WITH BALCONY AND UTILITY PLATFORM PERTAINING THERETO.

MANAGEMENT UNITS TABLE FOR RESIDENTIAL UNITS (TOWER 6)							
	A	B	C	D	E	F	TOTAL
59/F							0
68/F			88 (#)		51 (*)	51 (*)	208
67/F	108 (#)	114 (#)	40	37	25	25	349
66/F	63	74	40	37	25	25	264
65/F	63	74	40	37	25	25	264
63/F	63	74	40	37	25	25	264
62/F	63	74	40	37	25	25	264
61/F	63	74	40	37	25	25	264
60/F	63	74	40	37	25	25	264
59/F	63	74	40	37	25	25	264
57/F	63	74	40	37	25	25	264
56/F	63	74	40	37	25	25	264
55/F	63	74	40	37	25	25	264
52/F	63	74	40	37	25	25	264
51/F	63	74	40	37	25	25	264
50/F	63	74	40	37	25	25	264
39/F	63	74	40	37	25	25	264
38/F	63	74	40	37	25	25	264
37/F	63	74	40	37	25	25	264
36/F	63	74	40	37	25	25	264
35/F	63	74	40	37	25	25	264
33/F	63	74	40	37	25	25	264
32/F	63	74	40	37	25	25	264
31/F	63	74	40	37	25	25	264
29/F	63	74	40	37	25	25	264
28/F	63	74	40	37	25	25	264
27/F	63	74	40	37	25	25	264
26/F	63	74	40	37	25	25	264
25/F	63	74	40	37	25	25	264
23/F	63	74	40	37	25	25	264
22/F	63	74	40	37	25	25	264
21/F	63	74	40	37	25	25	264
20/F	63	74	40	37	25	25	264
19/F	63	74	40	37	25	25	264
18/F	63	74	40	37	25	25	264
17/F	63	74	40	37	25	25	264
16/F	63	74	40	37	25	25	264
15/F	63	74	40	37	25	25	264
12/F	63	74	40	37	25	25	264
11/F	63	74	40	37	25	25	264
10/F	63	74	40	37	25	25	264
9/F	63	74	40	37	25	25	264
8/F	63	74	40	37	25	25	264
7/F	63	74	40	37	25	25	264
6/F	63	74	40	37	25	25	264
5/F(**)	50	71	39	35	23	23	251
SUB-TOTAL	2814	3293	1845	1826	1159	1159	11896
Balcony, Utility Platform and Flat Roof(s) at 5/F(***)	9	9	5	3	4	3	33
TOTAL	2823	3302	1850	1829	1163	1162	11929

NOTE:

- 1 THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F - 49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT
- 2 (*) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO
- (#) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) (INCLUDING SWIMMING POOL LOCATED THEREIN). LOWER PART OF SWIMMING POOL AND FILTRATION PLANT ROOM PERTAINING THERETO
- 3 (**) MANAGEMENT UNITS OF FLATS A TO F OF 5/F EXCLUDING THE RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO
- 4 (***) MANAGEMENT UNITS OF RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING TO EACH OF FLATS A TO F OF 5/F
- 5 SAME AS MENTIONED IN NOTES 2, 3 AND 4 ABOVE. EACH OF THE RESIDENTIAL UNITS IS PROVIDED WITH BALCONY AND UTILITY PLATFORM PERTAINING THERETO

MANAGEMENT UNITS TABLE FOR RESIDENTIAL UNITS (TOWER 7)									
	A	B	C	D	E	F	G	H	TOTAL
69/F						23	23		46
68/F	90 (#)	31	30	84 (*)	63 (**)	23	23	67 (**)	411
67/F	40	31	31	37	23	23	23	28	236
66/F	40	31	31	37	23	23	23	28	236
65/F	40	31	31	37	23	23	23	28	236
63/F	40	31	31	37	23	23	23	28	236
62/F	40	31	31	37	23	23	23	28	236
61/F	40	31	31	37	23	23	23	28	236
60/F	40	31	31	37	23	23	23	28	236
59/F	40	31	31	37	23	23	23	28	236
57/F	40	31	31	37	23	23	23	28	236
56/F	40	31	31	37	23	23	23	28	236
55/F	40	31	31	37	23	23	23	28	236
52/F	40	31	31	37	23	23	23	28	236
51/F	40	31	31	37	23	23	23	28	236
50/F	40	31	31	37	23	23	23	28	236
39/F	40	31	31	37	23	23	23	28	236
38/F	40	31	31	37	23	23	23	28	236
37/F	40	31	31	37	23	23	23	28	236
36/F	40	31	31	37	23	23	23	28	236
35/F	40	31	31	37	23	23	23	28	236
33/F	40	31	31	37	23	23	23	28	236
32/F	40	31	31	37	23	23	23	28	236
31/F	40	31	31	37	23	23	23	28	236
29/F	40	31	31	37	23	23	23	28	236
28/F	40	31	31	37	23	23	23	28	236
27/F	40	31	31	37	23	23	23	28	236
26/F	40	31	31	37	23	23	23	28	236
25/F	40	31	31	37	23	23	23	28	236
23/F	40	31	31	37	23	23	23	28	236
22/F	40	31	31	37	23	23	23	28	236
21/F	40	31	31	37	23	23	23	28	236
20/F	40	31	31	37	23	23	23	28	236
19/F	40	31	31	37	23	23	23	28	236
18/F	40	31	31	37	23	23	23	28	236
17/F	40	31	31	37	23	23	23	28	236
16/F	40	31	31	37	23	23	23	28	236
15/F	40	31	31	37	23	23	23	28	236
12/F	40	31	31	37	23	23	23	28	236
11/F	40	31	31	37	23	23	23	28	236
10/F	40	31	31	37	23	23	23	28	236
9/F	40	31	31	37	23	23	23	28	236
8/F	40	31	31	37	23	23	23	28	236
7/F	40	31	31	37	23	23	23	28	236
6/F	40	31	31	37	23	23	23	28	236
5/F(**)	38	29	29	35	21	21	21	25	220
SUB-TOTAL	1848	1393	1392	1710	1073	1056	1056	1297	10825
Balcony, Utility Platform and Flat Roof(s) at 5/F(***)	5	5	5	5	4	4	5	6	39
TOTAL	1853	1398	1397	1715	1077	1060	1061	1303	10864

NOTE:

1. THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F - 49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.
2. (*) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
(#) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) (INCLUDING SWIMMING POOL LOCATED THEREIN), LOWER PART OF SWIMMING POOL AND FILTRATION PLANT ROOM PERTAINING THERETO.
3. (**) MANAGEMENT UNITS OF FLATS A TO H OF 5/F EXCLUDING THE RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
4. (***) MANAGEMENT UNITS OF RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING TO EACH OF FLATS A TO H OF 5/F.
5. SAVE AS MENTIONED IN NOTES 2, 3 AND 4 ABOVE, EACH OF THE RESIDENTIAL UNITS IS PROVIDED WITH BALCONY AND UTILITY PLATFORM PERTAINING THERETO.

MANAGEMENT UNITS TABLE FOR RESIDENTIAL UNITS (TOWER 8)									
	A	B	C	D	E	F	G	H	TOTAL
69/F						22	22		44
68/F					70 (*)	22	22	71 (*)	185
67/F		82 (*)	74 (*)		28	22	22	28	256
66/F	22	31	22	22	28	22	22	28	197
65/F	22	31	22	22	28	22	22	28	197
63/F	22	31	22	22	28	22	22	28	197
62/F	22	31	22	22	28	22	22	28	197
61/F	22	31	22	22	28	22	22	28	197
60/F	22	31	22	22	28	22	22	28	197
59/F	22	31	22	22	28	22	22	28	197
57/F	22	31	22	22	28	22	22	28	197
56/F	22	31	22	22	28	22	22	28	197
55/F	22	31	22	22	28	22	22	28	197
52/F	22	31	22	22	28	22	22	28	197
51/F	22	31	22	22	28	22	22	28	197
50/F	22	31	22	22	28	22	22	28	197
39/F	22	31	22	22	28	22	22	28	197
38/F	22	31	22	22	28	22	22	28	197
37/F	22	31	22	22	28	22	22	28	197
36/F	22	31	22	22	28	22	22	28	197
35/F	22	31	22	22	28	22	22	28	197
33/F	22	31	22	22	28	22	22	28	197
32/F	22	31	22	22	28	22	22	28	197
31/F	22	31	22	22	28	22	22	28	197
29/F	22	31	22	22	28	22	22	28	197
28/F	22	31	22	22	28	22	22	28	197
27/F	22	31	22	22	28	22	22	28	197
26/F	22	31	22	22	28	22	22	28	197
25/F	22	31	22	22	28	22	22	28	197
23/F	22	31	22	22	28	22	22	28	197
22/F	22	31	22	22	28	22	22	28	197
21/F	22	31	22	22	28	22	22	28	197
20/F	22	31	22	22	28	22	22	28	197
19/F	22	31	22	22	28	22	22	28	197
18/F	22	31	22	22	28	22	22	28	197
17/F	22	31	22	22	28	22	22	28	197
16/F	22	31	22	22	28	22	22	28	197
15/F	22	31	22	22	28	22	22	28	197
12/F	22	31	22	22	28	22	22	28	197
11/F	22	31	22	22	28	22	22	28	197
10/F	22	31	22	22	28	22	22	28	197
9/F	22	31	22	22	28	22	22	28	197
8/F	22	31	22	22	28	22	22	28	197
7/F	22	31	22	22	28	22	22	28	197
6/F	22	31	22	22	28	22	22	28	197
5/F(**)	21	29	20	20	26	20	20	26	182
SUB-TOTAL	945	1413	1018	944	1300	1010	1010	1301	8941
Balcony, Utility Platform and Flat Roof(s) at 5/F(***)	2	2	3	5	7	2	2	3	26
TOTAL	947	1415	1021	949	1307	1012	1012	1304	8967

NOTE:

1. THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F - 49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.
2. (*) RESIDENTIAL UNIT WITH BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
3. (**) MANAGEMENT UNITS OF FLATS A TO H OF 5/F EXCLUDING THE RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING THERETO.
4. (***) MANAGEMENT UNITS OF RESPECTIVE BALCONY, UTILITY PLATFORM AND FLAT ROOF(S) PERTAINING TO EACH OF FLATS A TO H OF 5/F.
5. SAVE AS MENTIONED IN NOTES 2, 3 AND 4 ABOVE, EACH OF THE RESIDENTIAL UNITS IS PROVIDED WITH BALCONY AND UTILITY PLATFORM PERTAINING THERETO.

Summary for Residential Accommodation :

	<u>Management Units</u>
Site A	
Tower 1 *	9,646
Tower 2 *	8,123
Tower 3 *	8,470
Balconies, Utility Platforms and Flat Roofs at 5 th Floor (Towers 1, 2, 3, 5, 6, 7 and 8)	219
	<hr/> 26,458
Site B	
Tower 5 *	9,394
Tower 6 *	11,896
	<hr/> 21,290
Site C	
Tower 7 *	10,825
Tower 8 *	8,941
	<hr/> 19,766
Sub-Total :	<hr/> 67,514
(B) within Residential Parking Areas :	
- 289 Residential Parking Spaces of 5 shares each	1,445
- 36 Motor Cycle Units of 1 share each	36
	<hr/>
Sub-Total :	1,481
(C) Commercial Accommodation :	
Commercial Areas	1,493
Kindergarten	520
Commercial Common Areas and Facilities	102
	<hr/>
Sub-Total :	2,115
Total :	<hr/> 71,110

* (excluding Balconies, Utility Platforms and Flat Roofs at 5th Floor)

THE SECOND SCHEDULE ABOVE REFERRED TO
(CLAUSE 3 REFERS)

EASEMENTS RIGHTS AND PRIVILEGES

The rights and privileges conferred as particularized hereunder (subject to and with the benefit of which each Undivided Share is held) shall only come into effect as and when a part or parts of the Development has been issued an Occupation Permit and then only in respect of that part or parts of the Development being issued an Occupation Permit.

1. Easements rights and privileges granted to Owners

The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy any part of the Development (in this Schedule referred to as "**his premises**") shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Conditions, this Deed, the Estate Rules and the rights of the Manager as provided in this Deed and the payment by the Owner of his due proportion of the management funds and Special Fund contributions and any other payments payable pursuant to this Deed :-

(a) Right of way regarding Common Areas and Facilities

Full right and liberty (but SUBJECT ALWAYS TO the rights of the Manager and the First Owner herein provided) for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass over and along and to use the Development Common Access and insofar as applicable such of the Estate Common Areas and Facilities or Residential Common Areas and Facilities or Residential Carpark Common Areas and Facilities or Mixed Carpark Common Areas and Facilities or Commercial Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his premises SUBJECT as aforesaid.

(b) Right of support and shelter

The right to subjacent and lateral support and to shelter and protection from the other parts of the Development SUBJECT as aforesaid.

(c) Right of passage of water etc.

The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, air-conditioning, telephone and various other services (if any) from and to his premises through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes and wires and other conducting media serving his premises and which now are or may at any time hereafter be in, under or passing through his premises or the Development or any part or parts thereof for the proper use and enjoyment of his premises SUBJECT as aforesaid.

(d) Right of entry to other parts of Development to repair

The right for any Owner with or without workmen plant equipment (including without limitation any necessary hoisting equipments) and materials at all reasonable times upon prior reasonable notice (except in case of emergency) to enter upon other parts of the Development (save and except the Railway Station which shall be subject to the prior approval of the Owner of the Railway Station and the rules of the Railway Station from time to time in force) for the purpose of carrying out any works for the maintenance and repair of his premises (such works not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith at his own expense making good any damage caused thereby SUBJECT as aforesaid PROVIDED THAT the right for any Owner to enter into the Government Accommodation for maintenance and repair purposes shall be subject to the prior approval of the Owner of the Government Accommodation (such approval shall not be unreasonably withheld) except in emergency and shall be liable for all reasonable costs and expenses incurred for any damage caused to the Government Accommodation.

(e) Right to repair

The right for an Owner to carry out any works for the repair of any facilities belonging to another Owner but which are located within the premises of the first mentioned Owner in case of emergency (PROVIDED THAT notice of the exercise of such right by an Owner shall forthwith be served on the other Owner) or should the second-mentioned Owner fail to carry out the necessary repair works upon the expiry of seven (7) days of a reminder notice issued after a first written notification by the first mentioned Owner to the second mentioned Owner.

(f) Right to use the Railway Station Emergency Vehicular Access as emergency vehicular access

Full right and liberty (but SUBJECT ALWAYS TO the rights of the Owner of the Railway Complex) for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees 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) Other easements, rights and privileges

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

2. Easements rights and privileges granted to Owners of the Residential Accommodation

In addition to the above rights and privileges the Owner of each Undivided Share in the Residential Accommodation shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT ALWAYS TO the provisions of the Conditions, this Deed, the Estate Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being, his tenants, servants, agents, lawful occupants, licensees and bona fide guests and visitors (in common with all persons having the like right) to go pass or repass over and along and to use the Recreational Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights of use no

person shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that such persons shall comply with the rules made by the Manager in consultation with the Owners' Committee (if and when the Owners' Committee has been established) in respect thereof, the Estate Rules and other regulations (if any) from time to time in force in respect of the same and in particular shall not object to or interfere with the class of persons that may be granted the like right.

3. Easements rights and privileges granted to Owner of the Railway Complex

In addition to the above rights and privileges, the Owner of the Railway Complex shall have the full right and liberty subject to this Deed and the provisions of the Conditions PROVIDED THAT any consent that the Owner of the Railway Complex may be required to obtain from the Manager shall not be unreasonably withheld and shall be provided free of charge :-

(a) To operate Railway Complex and Railway Structures and Installations

To operate the Railway Complex and the Railway Structures and Installations as it deems fit but always subject to the terms and conditions of the Conditions and all Ordinances, regulations and bye-laws relating to the Railway Complex and the Railway Structures and Installations for the time being in force in Hong Kong and (if applicable) to close the entrance to the Railway Complex and the Railway Structures and Installations at any time or for any period.

(b) To change name

To change the name of the Railway Complex at any time without being liable to any Owner for any damages, claims, costs or expenses resulting therefrom or in connection therewith.

(c) To grant rights etc. over Railway Complex

To grant any rights, rights of way, easements or quasi-easements (including but not limited to the right to use any roads, driveways, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities,

refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over the Railway Complex, or any part(s) thereof or to grant any similar rights by licence or in any other manner over the Railway Complex for the benefit of the Estate or any adjoining or neighbouring lands or any lands adjoining or connected to any private or public roads or passageways on such terms and conditions and to such persons (including the Government) as the Owner of the Railway Complex shall deem fit.

(d) To obtain rights for benefit of Railway Complex

To obtain the grant of any rights, rights of way, easements or quasi-easements (including but not limited to the right to use any roads, driveways, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by modification of the Conditions or licence for the benefit of the Railway Complex or any part(s) thereof on such terms and conditions and from such persons (including the Government) as the Owner of the Railway Complex shall deem fit and to modify such grant from time to time.

(e) To negotiate deed of grant of easement etc.

To apply to, negotiate, agree, accept and/or enter into deed of grant of easement and/or other similar or ancillary documents with the Government or any other party for and relating to the grant of any right and/or easement to construct, alter, demolish, remove, use and maintain any footbridge, walkway, access and/or passageways connecting the Railway Complex at any time or times and on such terms and subject to such conditions as the Owner of the Railway Complex shall deem fit and to enter into any deed or deeds, at any time or times, to vary, amend or otherwise alter the terms, conditions or covenants of or contained in any such deed of grant

of easement and/or other similar or ancillary documents.

(f) To alter Railway Complex Services

At its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Railway Complex or any part thereof (hereinafter referred to as the "**Railway Complex Services**") at any time at its absolute discretion without the consent of the Manager, or other Owners PROVIDED THAT proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Railway Complex Services so as to ensure that no damage is caused to those services and facilities within or appertaining to the Lot or any part thereof which are not serving exclusively the Railway Complex.

(g) Access to lighting conduits etc.

To have access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plant and materials fixed, on in or to the roof slabs, walls and other structural elements of the Railway Complex.

(h) To alter and run additional services

To alter and run additional services to serve and benefit exclusively the Railway Complex or any part thereof on the walls, columns, beams, ceiling, roof slabs, carriageway/floor slabs and other structural elements of, in, around, within, above and below the same and the related right of access over the Lot or any part of the Estate (other than any Units exclusively owned by an Owner or Owners) at all reasonable times on giving prior written notice (except in case of emergency) with or without servants, workmen and others and with or without plant, equipment, machinery and material.

(i) To affix chimneys etc.

To affix, maintain, alter, renew and remove or cause or permit to be affixed, maintained, altered, renewed and removed any one or more chimneys, masts, aerials, antennae dishes, lightning conductors

and lighting and other fixtures of whatsoever kind (other than signs and advertisements as hereinafter mentioned) on the Railway Complex or any part(s) thereof and the right to affix, install, maintain, alter, renew and remove or cause or permit to be affixed, maintained, altered, renewed and removed one or more posters, signs, signboards and advertisements (illuminated or otherwise) on the Railway Complex and any part(s) thereof including the external walls and surfaces of the same and the right to enter into and upon the Estate or any part thereof (save and except those part of the Estate the exclusive right to hold use occupy and enjoy which is owned by any other Owner) with or without workmen and equipment at all reasonable times on giving prior reasonable written notice (except in case of emergency) for any or all of the purposes aforesaid and to license or otherwise permit or grant the right so to do to any other person on such terms as the Owner of the Railway Complex may deem fit.

(j) To install systems etc.

To install in or affix to or use or operate on (or permit or grant the right to any person to install in or affix to or use or operate on) the Railway Complex or any part thereof any broadcast reception, information distribution or communications system including, without limitation, satellite master antenna system, communal aerial broadcast distribution system, microwave distribution system, cable and wireless communications systems and transmission and transponder systems, together with the right to repair, maintain, service, remove or replace the same.

(k) To maintain and to surrender the Footbridge Associated Structures

To maintain and repair the Footbridge Associated Structures linking the Lot to the Footbridge and to enter into and upon any part of the Estate (other than any Unit(s) exclusively owned by an Owner or Owners) with or without workmen and equipment at all reasonable times on giving prior written notice (except in case of emergency) for any or all of the purposes aforesaid and to license or otherwise permit or grant the right so to do to any person on

such terms as the Owner of the Railway Complex may deem fit. In the event that the Government agrees to take over the Footbridge Associated Structures or any part thereof, to surrender the same or any part thereof to the Government.

(l) To install fittings etc.

To install, erect, affix, construct and/or build any fittings, fixtures, finishes, partitions and/or other erections and to do all acts or things for the purposes of decorating, fitting out, improving, renovating or upgrading the Railway Complex or any part(s) thereof including the exterior surfaces and external facade of the Railway Complex at any time or times and in such manner as the Owner of the Railway Complex may deem fit and the right to enter into and upon any part of the Lot and the Estate (other than any Unit(s) exclusively owned by an Owner or Owners) with or without workmen and equipment at all reasonable times on giving prior written notice (save in case of emergency) for any or all of the purposes aforesaid and to license or otherwise permit or grant the right so to do to any other person on such terms as the Owner of the Railway Complex may deem fit.

(m) To enter Lot to carry out inspection etc. in respect of Railway Complex and/or Railway Structures and Installations

At all reasonable times upon prior reasonable notice (except in case of emergency) with or without agents, surveyors, contractors, workmen or others and with or without vehicles, plant, equipment, materials or machinery to enter into and upon and to pass and re-pass across through over or along the Lot and the Estate or any part thereof for the purposes of inspecting any part thereof which affects or may affect the Railway Complex and/or the Railway Structures and Installations or its construction or operation, or of carrying out inspection, maintenance or any works under this Clause in respect of or relating to the Railway Complex and/or the Railway Structures and Installations including but not limited to underground works within or outside the boundary fence, or for the purpose of installing maintaining or removing any pipes, cables, drains, channels,

machinery or equipment in or under the Estate or any part thereof, or extending or carrying out maintenance, repair, alteration, diversion, variation, relaying or reinstatement works to the Railway Complex and/or the Railway Structures and Installations or any part(s) thereof or any other works for or relating to or in connection with the exercise of any of the rights, privileges and easements under this Clause PROVIDED THAT the right for the Owner of the Railway Complex to enter into the Government Accommodation shall be subject to the prior approval of the Owner of the Government Accommodation (such approval shall not be unreasonably withheld) except in emergency and shall be liable for all reasonable costs and expenses incurred for any damage caused to the Government Accommodation.

- (n) To enter Lot to carry out maintenance to Railway Complex and/or Railway Structures and Installations

At all reasonable times with or without surveyors, contractors, workmen and other and with or without vehicles, plant equipment, material and machinery to enter upon the Lot or any part of the Estate (other than any Unit(s) exclusively owned by an Owner or Owners) on giving reasonable notice (except in case of emergency) for the purposes of extending or carrying out maintenance, repair, addition and alteration works to the Railway Complex and/or the Railway Structures and Installations or any parts thereof including without limitation any facilities under the Railway Station Emergency Vehicular Access serving the Railway Complex and maintenance, repair, alteration, diversion, variation, relaying and reinstatement works to the Railway Complex services or any part thereof PROVIDED THAT the right for the Owner of the Railway Complex to enter into the Government Accommodation shall be subject to the prior approval of the Owner of the Government Accommodation (such approval shall not be unreasonably withheld) except in emergency and shall be liable for all reasonable costs and expenses incurred for any damage caused to the Government Accommodation.

- (o) To enter Lot to carry out works required for use of Railway Complex and/or Railway Structures and Installations

To enter into and upon all parts of the Lot and the Estate (other than any part of the Estate the exclusive right to hold use occupy and enjoy is owned by an Owner) on giving reasonable notice (except in case of emergency) with all necessary equipment, plant and materials for the purposes of carrying out any works in, under, on or over the Lot and the Estate as it may from time to time see fit and as is necessary or required for the use, operation or maintenance of the Railway Complex and/or the Railway Structures and Installations or any part(s) thereof.

- (p) To post notices on Common Areas and Facilities

To post temporary special station operations or special train services information notices and if applicable service disruption notices as circumstances might require at any parts of the Common Areas and Facilities PROVIDED FURTHER THAT the Owner of the Railway Complex shall be responsible for the posting management and removal of such notices.

- (q) To require establishment of co-ordination committee

To require the establishment of a co-ordination committee with the Manager for adopting reasonable procedural guidelines covering the safety requirements of the Railway Structures and Installations and the operational requirements of the MOS Rail and the Railway Complex.

- (r) To maintain or repair the Common Areas and Facilities falling within Railway Complex in certain situations

From time to time as may be necessary to require the Manager to repair or maintain any part or parts of the Common Areas and Facilities situated within or immediately above the Railway Complex PROVIDED THAT the Owner of the Railway Complex shall have the right upon the failure of the Manager to carry out such repair or maintenance

works or to comply with the safety and operation requirements and conditions imposed by the operator of the Railway Complex and the Railway Structures and Installations for the carrying out of such works, to carry out such works on behalf of the Manager and to charge the Manager or Owners (other than the Owner of the Railway Complex) for the amount of the cost so expended PROVIDED FURTHER THAT if leakage of water from the swimming pool above the Railway Complex is detected, the Owner of the Railway Complex shall have the right to request the swimming pool be closed and the water in the swimming pool be removed until repair is carried out.

(s) To redevelop or further develop Railway Complex

The right without the concurrence of other Owners to modify or change the Railway Complex or any part thereof or to construct additional structures therein or to change the use of any part thereof to other uses or to redevelop or further develop the Railway Complex or any part thereof including the construction of buildings and structures of such height and at such location and height as it may at its entire discretion decide, and the right to utilize in whole or in part the balance of the maximum plot ratio of the Lot permitted under the Buildings Ordinance (Cap.123 of the Laws of Hong Kong) or the balance of the permissible gross floor area under the Conditions or otherwise or including any concessions or bonus which may be granted by the Buildings Department or obtained as a result of modification of the Conditions and which shall remain available at the relevant time in connection with such redevelopment or further development, and whether for such purposes or otherwise in respect of the Railway Complex or any part thereof to arrange for new building plans to be prepared or existing Building Plans, Master Layout Plans and/or Approved Landscaping Proposals to be changed, added to, altered or otherwise amended and to submit the same for approval by the Buildings Department and/or such other competent Government authorities pursuant to the Conditions and other applicable legislation and for the Conditions to be amended, varied or modified without the concurrence or approval of the other Owners and to execute any documents in its name

in connection therewith without the necessity of joining in any other Owner and the other Owners shall have no right of action or claim for compensation against it in connection therewith including but not limited to any claim based on obstruction of view or of access to light resulting from the redevelopment or further development PROVIDED THAT any premium or administrative fee payable to the Government in respect of such application, negotiation and agreement with the Government and in connection with any such amendment, variation or modification shall be borne solely by Owner of the Railway Complex and must not result in the Owner of the Government Accommodation being liable for any premium payable for any variation save that the Owner of the Government Accommodation may agree to pay that portion of the premium payable for the variation to the extent that the variation, in the opinion of GPA, directly benefits the Government Accommodation but not otherwise and PROVIDED FURTHER THAT the exercise of such right shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns and the right to amend, vary, alter plans or to vary the terms of the Conditions in this sub-clause (s) should not impede or restrict access to or from the Government Accommodation and should require approval of the Owner of the Government Accommodation if it directly affects the Government Accommodation and GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected and PROVIDED ALSO THAT any amendments to the Master Layout Plans should not affect the Government Accommodation and the Owner of the Railway Complex shall not represent FSI or GPA in any dealings with the Government directly affecting the Government Accommodation and GPA shall have the absolute right to determine in its sole discretion whether or not the Government Accommodation is directly affected.

- (t) To carry out demolition and construction works in respect of Railway Complex and/or Railway Structures and Installations

The right to carry out all necessary demolition and construction works in respect of the Railway

Complex and/or the Railway Structures and Installations or otherwise in connection with any change or change of user or additional construction or redevelopment or further development as mentioned in sub-clause (s) above and without prejudice to the generality of the foregoing, it is recognized that the Owner of the Railway Complex may use the Common Areas and Facilities as means of transport and passage of building materials and equipment PROVIDED THAT the Owner of the Railway Complex shall at its own expense make good any damage to the other part or parts of the Buildings that may be caused by or arise from such demolition or construction works PROVIDED FURTHER THAT the use of the Common Areas and Facilities as aforesaid shall not cause material disturbance to other Owners.

- (u) Discretion regarding construction works of Railway Complex and/or Railway Structures and Installations

The right to determine as to the time when and as to the place where and as to the manner how and whether to proceed with the said construction or demolition works with power to postpone such works as the Owner of the Railway Complex shall deem fit PROVIDED THAT reasonable prior notice shall be given by the Owner of the Railway Complex to the Owners as to the time, place and manner for the carrying out of such construction or demolition works.

- (v) To use and deal with new space buildings and structures of Railway Complex

The right to hold, use, occupy and enjoy and to receive the rents and profits from the space or other building(s) or structure(s) to be built on or under such part(s) of the Railway Complex or on top of the roof of any existing building(s) of the Railway Complex and to sell, assign, mortgage, part with possession or otherwise dispose of or deal with such space building(s) or structure(s) as the Owner of the Railway Complex shall think fit.

- (w) To allocate re-allocate sub-allocate Undivided Shares to Railway Complex

The right to allocate re-allocate and/or sub-allocate the Undivided Shares so retained by the Owner of the Railway Complex to any part of the Railway Complex and/or to different parts of the new building(s) or structure(s) to be erected on or under the Railway Complex or on top of the roof of any existing building(s) of the Railway Complex in such manner as it deems fit subject to the approval of the Director of Lands PROVIDED THAT the total number of Undivided Shares for the Railway Complex remains unchanged, and to assign, mortgage, charge, lease, license, franchise or otherwise deal with the full and exclusive right and privilege to hold, use, occupy and enjoy any such premises PROVIDED THAT such dealings shall not contravene the terms and conditions of the Conditions.

(x) To carry out promotional activities within Railway Complex

As Owner of the Railway Complex, the right to carry on any promotional activities or campaigns within the Railway Complex PROVIDED THAT the exercise of such right shall not materially adversely affect the physical use and enjoyment of the Units by the Owners PROVIDED THAT the exercise of such right shall not interfere with the Owner of the Government Accommodation's right to hold, use, occupy and enjoy the Government Accommodation.

(y) To operate in Common Areas and Facilities

The right to operate in such part or parts of the Common Areas and Facilities for purposes in connection with the operation or safety of the railway or the Railway Complex as the Owner of the Railway Complex considers appropriate PROVIDED THAT such operations shall not (i) contravene the terms and conditions of the Conditions and the Building Management Ordinance (Cap.344 of the Laws of Hong Kong) or (ii) in any way materially interfere with an Owner's exclusive right to hold, use, occupy and enjoy the part of the Development which he owns.

(z) To construct remove re-route drains pipes etc.

The right to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings and chambers and other structures within the Lot and the Development or partly within the Lot and the Development and adjoining land to supply utilities services to the Lot and the Railway Complex and/or to any other adjoining adjacent or neighbouring lands and to grant license or otherwise permit or grant the right so to do any of the aforesaid to any person on such terms and conditions as the Owner of the Railway Complex may deem fit PROVIDED THAT the exercise of this right shall not adversely interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which it owns.

(aa) To affix logos etc.

To affix, erect, maintain, alter, renew and remove a sign or signs (whether or not illuminated) representing the logos of the Owner of the Railway Complex and of such size(s) and design(s) as the Owner of the Railway Complex may deem appropriate on the surfaces of the Podium or any parts thereof and the right to enter into and upon the Estate or any part thereof (save and except those part of the Estate the exclusive right to hold use occupy and enjoy which is owned by any other Owner) with or without workmen and equipment at all reasonable times on giving prior reasonable written notice (except in case of emergency) for any or all of the purposes aforesaid and to license or otherwise permit or grant the right so to do to any other person on such terms as the Owner of the Railway Complex may deem fit PROVIDED THAT the Owner of the Railway Complex shall be solely responsible for the costs incurred in respect of such affixation, erection, maintenance, alteration, renewal and removal.

(ab) To maintain alter external facade of Railway Complex etc.

To maintain, renew, change and alter the external facade of the Railway Complex PROVIDED THAT the Owner of the Railway Complex shall have the right to enter into and upon any part of the Development (other than any Units(s) exclusively owned by an Owner or Owners) with

or without workmen and equipment at all reasonable times upon giving prior written notice for any or all of the purposes aforesaid.

(ac) To enter into Sub-Deed of Mutual Covenant

The right without the necessity of making any Owner entitled to the exclusive use occupation and enjoyment of any of the Development other than the Railway Complex a party thereto to enter into a Sub-Deed of Mutual Covenant in respect of any part or parts of the Railway Complex PROVIDED THAT such Sub-Deed of Mutual Covenant shall not conflict with the provisions of this Deed or affect the rights, interests or obligations of the other Owners bound by any other previous Sub-Deed of Mutual Covenant AND PROVIDED THAT such Sub-Deed of Mutual Covenant shall first be approved by the Director of Lands.

PROVIDED THAT Owner of the Railway Complex shall at its own expense make good all damages caused by the exercise of the easements rights and privileges granted herein.

4. Easements rights and privileges granted to Owner of the Government Accommodation

- (a) In addition to the above rights and privileges, FSI, its lessees, tenants, licensees and persons authorized by it and Owner or occupier for the time being of the Government Accommodation 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 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 Lot 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 absolute discretion without any charge by the Owners PROVIDED THAT proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the Lot and serving all those parts of the Development other than the Government Accommodation;
- (iv) the right to go pass and repass over and along and to use any Common Areas and Facilities 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 facilities within the Lot or the Development;
- (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 Lot or any part of the Development for the purpose of extending or carrying out maintenance, repair, addition and alteration works to the Government Accommodation or any part thereof and maintenance, repair, alteration, diversion, variation, relaying and reinstatement works to the Government Accommodation Services or any part thereof;
- (vi) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director of Lands;
- (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 Lot or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;

- (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/ floor slabs and other structural elements of, in, around, within, above and below the same and the related right of access over the Lot or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material PROVIDED THAT proper and adequate care and precaution shall be taken during any such alteration works so as to ensure that no damage is caused to the services and facilities within the Lot and serving all those parts of the Development other than the Government Accommodation; and
- (x) such other rights privileges and easements as may be deemed necessary or desirable by the Director of Lands.

PROVIDED ALWAYS THAT the easements rights and privileges granted to Owner of the Government Accommodation herein shall in no way affect the use operation and maintenance of the Railway Complex or any part thereof or the safety of the Railway Structures and Installations and/or

operation of the MOS Rail and THAT the grant and exercise of the easements rights and privileges under this Clause shall always be subject to Clause 83 of this Deed.

- (b) FSI and the Government reserve the right to alter or vary at any time the use of the Government Accommodation without having to obtain the approval or consent of the Owners or the Manager.
- (c) The exercise of the easements rights and privileges granted to the Owner of the Government Accommodation in sub-clause (a) of this Clause shall not be subject to any permission, approval or consent of the Manager PROVIDED THAT the exercise of such easements rights and privileges shall not interfere an Owner's right to hold use occupy and enjoy the part of the Development that he owns and shall not cause any disturbance or inconvenience to other Owners, the Manager and the Owner of the Railway Complex.

THE THIRD SCHEDULE ABOVE REFERRED TO
(CLAUSE 4 REFERS)

COVENANTS PROVISIONS AND RESTRICTIONS

1. Not to make alteration or addition

Except in exercise of rights specifically granted or reserved under this Deed, no Owner shall make any addition or alteration (including but not limited to structural alteration) to any part of the Development owned by him (including but not limited to the external walls, structure or facade of the Buildings or any installation or fixture therein and/or any balcony appurtenant to and/or any windows, utility platforms or main door of any Residential Unit) without the prior written consent of the Manager or otherwise as specified in the Estate Rules or which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Development whether in separate or common occupation (in particular the supply of water, electricity or gas) or interfere with or affect the rights of other Owners nor shall any Owner cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Lot not being equipment or apparatus for the exclusive use and benefit of any such Owner.

2. Not to contravene Conditions etc.

No Owner or the Manager shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Conditions or whereby any insurance on the Development or any part thereof may become void or voidable or whereby the premiums for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.

3. Not to exercise right to partition

No Owner (except the First Owner) shall without the prior written consent of the First Owner or the Manager at any time exercise or attempt to exercise any statutory or common law right to partition the Lot or the Development or any of the Commercial Accommodation, Residential Units, Residential Parking Spaces or Motor Cycle Units within the Residential Parking Areas.

4. Not to interfere with construction and/or management etc. of Development

No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Development at any time in the course of construction and/or the management and the maintenance of the Development.

5. Not to use for illegal or immoral purposes etc.

No Owner shall use or permit or suffer the part of the Development owned by him to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to the other Owners and occupiers for the time being of the Development and/or any neighbouring premises.

6. Use in accordance with Conditions etc.

No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Conditions, this Deed and any Ordinances and Regulations from time to time applicable thereto.

7. No obstruction of Common Areas and Facilities

No part of the Common Areas and Facilities shall be obstructed save with the licence of the Manager (who shall not grant the licence should the obstruction be in contravention of any Ordinances or Regulations of Hong Kong or of this Deed) nor shall any refuse or other matter or things be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or occupiers of any other part of the Development PROVIDED ALWAYS THAT the Development Common Access shall be allowed as a safe and unobstructed access of a vehicle of the Fire Services Department and to provide for the safe operation of such a vehicle in the event of fire or other emergency.

8. Not to cut etc. Common Areas and Facilities

Subject to the rights of the First Owner under this Deed no Owner shall cut, maim, alter, affix, interfere with or in any other way affect any pipes, valves, ducts, lightning conductors, communal television and radio aerial system,

fixtures or any other installation within any portion of the roofs or flat-roofs provided in the Development as part of the Common Areas and Facilities.

9. No installation of drainage etc. other than in specified spaces

No Owner shall construct or install any drainage or other pipeworks outside the external walls of the Development other than in spaces specifically provided by the Manager therefor.

10. No clogging of drainage system etc.

No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Development may be clogged or efficient working thereof may be impaired and to pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision.

11. No installation of air conditioning units other than at designated or approved places

No air conditioning or other units shall without the prior written consent of the Manager be installed through any window or external walls of the Buildings (including any balcony appurtenant to and utility platforms of any Residential Unit) other than at places designated or approved by the Manager for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Development.

12. Not to use premises for industrial or godown purposes etc.

No Owner shall use or cause or permit any part of the Commercial Accommodation or any Residential Unit or any space or area of and in the Residential Parking Areas to be used for industrial or godown purposes or for the purpose of mahjong school, funeral parlour, coffin shop, temple, Buddhist hall or for the performance of the ceremony known as "Tai Chai (打齋)" or any similar ceremony or as a boarding house, apartment house, dance hall, music hall or for any noisy or offensive trade or business.

13. Not to make any disturbing noises

No Owner shall make or cause or permit any disturbing noise in the Commercial Accommodation, his Residential Unit or any space or area of and in the Residential Parking Areas or do or cause or permit anything to be done which will interfere with the rights, comforts and convenience of other occupants of the Development.

14. Not to connect installation to the communal aerial system

No Owner (except the First Owner) shall be entitled to connect any installation to the communal television and radio aerial system installed by the First Owner or the Manager except with the permission of the Manager and in accordance with any Estate Rules relating to the same. No Owner shall affix or install his own private aerial outside any part of the Development.

15. Not to erect external signs etc.

Subject to the rights of the First Owner under this Deed, no external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever extending outside the exterior of the Buildings or any part of the Development shall be erected, installed or otherwise affixed to or projected from the Buildings or the Development or any part thereof save as otherwise provided in this Deed or except with the written consent of the Manager and (if required) also consent of the Director of Lands in accordance with the Conditions.

16. Not to paint or alter outside of Buildings etc.

No Owner shall, save as otherwise provided in this Deed, paint the outside of the Buildings or any part of the Development or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Buildings or the Development (including the changing of window panes and balcony) without the prior consent in writing of the Manager or as otherwise specified in the Estate Rules.

17. Not to discard refuse etc.

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 Development owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.

18. No keeping of livestock etc.

(a) No Owner shall bring on to or to keep any livestock, live poultry, birds or animals on any part of the Development PROVIDED THAT :-

- (i) subject to any applicable laws and regulations in force in Hong Kong from time to time and subject to and in accordance with the Estate 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 Development, the reasonableness of the complaint shall be determined by the Manager at its absolute discretion;
- (ii) dogs, cats and birds and other animals with the prior written consent of the Manager may be kept in the Commercial Accommodation operating as a pet shop, and
- (iii) any part of the Commercial Accommodation operating as a restaurant and the Railway Complex operating a canteen may keep such livestock, poultry or animals in such reasonable quantities and of such type as are appropriate in relation to its business

AND PROVIDED FURTHER THAT the aforesaid restrictions shall not apply to the Owner of the Railway Complex.

(b) Subject to sub-clause (a) above, in no event shall dogs be permitted in lifts or in any part of the Estate intended for common use unless they are :-

- (i) carried; or
- (ii) on leash and wearing mouth strap.

19. Supervision of children

Not to allow children, save with the licence of the Manager, to play in the Common Areas and Facilities particularly lifts and escalators and any damage to or discolouration to decorations in such areas or lifts or escalators by children shall be paid for by the Owner or occupier of the Residential Unit in which the child or children concerned reside.

20. Not to use water closets etc. for other than specified purpose

Not to use water closets and other water apparatus in any of the Buildings for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for by the Owner or occupier in whose part of the Development it shall have been caused.

21. Care in using lifts

Not to allow bicycles, baby carriages or similar vehicles in the lifts unless the greatest care against damage to the lifts is exercised and the same shall not be allowed to obstruct any Common Areas and Facilities.

22. Not to install furnace etc.

No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or energy that might produce smoke except with the prior written consent of the Manager, but in any event no Owner shall install the aforesaid furnace, boiler, plant or equipment or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise and which shall in the opinion of the Manager be excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Cap. 311 of the Laws of Hong Kong) or any amendments thereto.

23. Not to interfere with sprinkler system

No Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or suffer to be done anything to such sprinkler system or fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95 of the Laws of Hong Kong) or any by-laws or regulations made thereunder. If any extension of the sprinkler heads and/or smoke detectors or alteration to the fire fighting equipment shall be required by any Owner other than the Owner of the Railway Complex then such works, subject to the prior approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.

24. Not to lock door of roof

No Owner shall lock the doors or entrances of the roofs of the Buildings unless the prior written consent of the Manager shall first be obtained.

25. Not to perform installation or repair works to electrical wiring etc.

No Owner (except the Owner of the Railway Complex) shall perform installation or repair works to the electrical wiring from the switch rooms to any part or parts of the Development save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of the Owner or Owners concerned (save and except the Owner of the Railway Complex) and in such manner as the Manager shall in its absolute discretion think fit.

26. Not to exceed maximum floor loading-bearing capacity

No Owner or its agents licensees or contractors shall place on any part of the Lot or any part of the floors of any of the Buildings any vehicle, article, machinery, goods or merchandise which may cause the maximum floor loading-bearing capacity thereof (as specified on such part) to be exceeded and in the event of breach of this covenant the Owner in default shall at his own expense make good any damage caused thereby to that part of the Lot or Buildings or any fixtures and fittings therein.

27. Not to use parking spaces other than for parking

No Owner shall use the Residential Parking Areas in the Development for any purpose other than for the purpose of parking licensed motor vehicles and licensed motor cycles only and no articles, goods or other things shall be allowed thereon. The Residential Parking Areas shall be used solely for the purpose of parking licensed motor vehicles and licensed motor cycles belonging to the Owners or the residents of the Residential Accommodation or their bona fide guests and visitors. The Commercial Parking Areas shall be used solely for the purpose of parking licensed motor vehicles belonging to the Owners, tenants, licensees or occupiers of the Commercial Accommodation or their bona fide guests, visitors, invitees or customers. In particular, all parking spaces provided within the Lot shall not be used for the storage, display or exhibiting of motor vehicles and motor cycles for sale or otherwise.

28. Not to erect structures on roof etc.

Subject to the rights of the First Owner under this Deed, no Owner shall without the prior written consent of the Manager erect or build or suffer to be erected or built on or upon the roof, flat roof, any balcony, utility platforms, windows or main door forming part of the Commercial Accommodation or a Residential Unit any structure whatsoever either of a permanent or temporary nature. The Manager shall have the right to enter and remove from such roof, flat roof, balcony or utility platforms such unauthorised structure at the cost and expense of the defaulting Owner.

29. Not to erect radio or television aerial etc.

Subject to the rights of the First Owner and the Owner of the Railway Complex under this Deed, no Owner shall 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 roofs, roofs, balconies, external walls, corridors, lift lobbies, entrance halls of any of the Buildings 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 Buildings 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.

30. Not to use Residential Unit other than for residential purpose

No Residential Unit shall be used for any purpose other than for residential purpose and in particular shall not be used for any form of commercial letting in bed spaces or cubicles SAVE AND EXCEPT that the First Owner may use any such Residential Unit(s) as show flat(s) for such period or periods as it shall in its discretion consider appropriate.

31. No partitioning unless clear access for fire exits

No partitioning shall be erected or installed in a Residential Unit which does not leave clear access for fire exits and save with the prior consent in writing of the Manager no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.

32. Not to place advertising sign or other structure on flat roof or roof

Subject to the right of the Manager under this Deed, no Owner except the Owner having the exclusive right to occupy the flat roof or roof of the Commercial Accommodation or a Residential Unit shall have the right to use the flat roof and/or roof thereof (except that the other Owners may use such flat roof or roof only for escape in the event of fire or emergency). No Owner shall without the prior written consent of the Manager erect or place or cause or permit to be erected or placed any advertising sign or other structure on the flat roof or roof or any part thereof and the Manager shall have the right to enter to remove anything erected or placed on the flat roof or roof or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.

33. Not to install metal grille

No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances of any Residential Unit or the Commercial Accommodation any metal grille or shutter or gate. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows of any Residential Unit or the Commercial Accommodation any metal grille which shall in any way contravene the regulations of the Fire Services Ordinance (Cap. 95 of the Laws of Hong Kong) or other competent authority concerned from time to time in force. Any metal grille to be erected, affixed, installed or attached in or on or at the window or windows of any Residential Unit or the Commercial Accommodation shall be of standard design approved by the Manager and shall comply in all respects with the Estate Rules.

34. Residential Unit Owner not to affix advertising or other signs

No Owner shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Residential Unit any advertising or other sign of any description without the previous written approval of the Manager and of the Director of Lands (if required under the Conditions). Any such approval may be given subject to such conditions (if any) as the Manager and the Director of Lands may specify and shall be subject to revocation on reasonable notice.

35. Not to store dangerous goods etc. in Residential Unit

No Owner shall store or permit to be stored in any Residential Unit any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.

36. Not to store goods in Residential Unit

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.

37. Use of Commercial Accommodation not to contravene Conditions

No Owner shall use any part of the Commercial Accommodation otherwise than as in accordance with the Conditions.

38. Not to store dangerous goods etc. in Commercial Accommodation

No Owner shall without the Manager's previous written approval and obtaining all necessary licences from the appropriate Government authorities store or permit or suffer to be stored in any part of the Commercial Accommodation any hazardous, dangerous, combustible or unlawful goods or explosive substances, or any "dangerous" or "prohibited" goods within the meaning of the Dangerous Goods Ordinance (Cap.295 of the Laws of Hong Kong).

39. Not to use premises for business in contravention with the Conditions etc.

No Owner shall use any part of the Commercial Accommodation for carrying on any business or trade in contravention of any of the provisions of the Conditions or in contravention of any restriction or prohibition imposed by any appropriate Government authority.

40. Not to use open spaces in Common Areas and Facilities other than for permitted purposes

No Owner shall use the open space or open spaces in the Common Areas and Facilities for any purpose other than those permitted under the Conditions or for other purposes as may be designated by the Manager.

41. To maintain the Items and to observe the provisions in the Conditions

The Owners (excluding FSI and the Owner of the Railway Complex) shall at their own expenses and in all respects to the satisfaction of the Director of Lands maintain the Items and indemnify and keep indemnified FSI and the Government against all liabilities, damages, expenses, claims, costs, demands, charges, actions or proceedings of whatsoever nature arising out of or as a consequence of the Owners' failure to properly maintain the Items. The Owners shall also perform and discharge the obligations and liabilities of the Owners of and in and to comply with all provisions of the Conditions under which the Owners as successors in title and assigns of the Grantee (as therein defined) are required to observe and perform.

42. No conversion of Common Areas and Facilities

No Owner may convert any of the Common Areas and Facilities to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained and any payment received for the approval must be credited to the Special Fund and no Owner will have the right to convert or designate his own Units or parking areas or any part or parts thereof to the Common Areas and Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the First Owner) and the Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his or its own use or benefit.

43. Exercise of right not to affect operation or safety of MOS Rail, the Railway Complex and the Railway Structures and Installations

No Owner shall in the exercise of any of its rights or the discharge of any of its obligations hereunder do anything whereby the operation of the MOS Rail and the Railway Complex or safety of the Railway Structures and Installations or the use by the Owner of the Railway Complex of any development potential may be affected.

44. Maintenance of Green and Innovative Features

No Owner shall enclose in whole or in part the private balconies and utility platforms forming part of any Residential Unit other than as under the Building Plans. Except with the prior consent of the Buildings Department, communal sky gardens and communal podium gardens must not be used for

any purposes or by any persons other than for the following purposes and by the following persons :-

- (a) communal sky gardens must have natural ventilation, greenery and recreational garden space for communal use;
- (b) communal sky gardens in the Residential Accommodation must be for the common use and benefit of the residents, tenants and their visitors only;
- (c) communal sky gardens in Commercial Accommodation must be for the common use and benefit of the Owners, occupiers, tenants and their visitors only;
- (d) communal podium gardens in the Commercial Accommodation must not be used for any purpose other than as a sitting-out area; and
- (e) communal podium gardens in the Commercial Accommodation must be for the common use and benefit of the Owners, occupiers, tenants and their visitors only.

The Owners shall at their own expenses carry out such works as are necessary in relation to the control, operation, financial support and maintenance of the green and innovative features of and in the Development.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(CLAUSE 4 REFERS)

BURDEN OF EASEMENTS RIGHTS AND PRIVILEGES

The following are the rights and privileges subject to which the Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy any part of the Development (in this schedule referred to as "his premises") is held :-

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

Subject to sub-clause (d) below, the full right and privilege of the Manager at all reasonable times upon reasonable prior notice (except in case of emergency) with or without agents, surveyors, workmen and others and with or without plant equipment (including without limitation any necessary hoisting equipments) and materials to enter into and upon his premises for the purposes of rebuilding, repairing, renewing, cleansing, painting, decorating, inspecting, examining or maintaining the Estate or the Buildings or any part or parts thereof or any of the Common Areas and Facilities therein or any other apparatus and equipment used or installed for the benefit of the Estate or any part or parts thereof as part of the amenities thereof or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners causing as little disturbance as is reasonably practicable and making good any damage caused thereby PROVIDED THAT the Manager's right to enter into the Government Accommodation under this sub-clause shall be subject to the prior approval of the Owner of the Government Accommodation (such approval shall not be unreasonably withheld) except in emergency and shall be liable for all reasonable costs and expenses incurred for any damage caused to the Government Accommodation.

- (b) Equivalent rights and privileges

Rights and privileges equivalent to those set forth in sub-clauses (b), (c), (d) and (e) of Clause 1 of the Second Schedule.

(c) Right of access by Owner of the Railway Complex to Development

The right of the Owner of the Railway Complex at all reasonable times upon prior reasonable notice (except in case of emergency) to enter upon the Development or any part thereof for the purpose of inspecting any part thereof which affects or may affect the Railway Complex and/or the Railway Structures and Installations or its construction or operation or to enter upon the Development or any part thereof for the purpose of repairing or maintaining any of the drains and channels laid within or under the Railway Complex or its adjoining land PROVIDED THAT Owner of the Railway Complex shall at its own expense make good all damages caused thereby PROVIDED FURTHER THAT the right for the Owner of the Railway Complex to enter into the Government Accommodation shall be subject to the prior approval of the Owner of the Government Accommodation (such approval shall not be unreasonably withheld) except in emergency and shall be liable for all reasonable costs and expenses incurred for any damage caused to the Government Accommodation.

(d) Right of access by Manager to Railway Complex

The right of the Manager at all reasonable times upon prior reasonable notice (except in case of emergency) with or without agents, surveyors, workmen and others to enter into and upon the switch room, access pipe duct, machinery room, pump room and transformer room inside the Railway Complex and other areas inside the Railway Complex which contain facilities servicing the Estate for the purpose of repairing or maintaining the facilities therein but subject to such safety and operation requirements and conditions from time to time reasonably imposed by the operator of the Railway Complex and subject also to the Manager making good any damage caused.

(e) Easements for the benefit of adjoining lands

Upon the exercise of the right under Clause 9(n) hereof or subject to the approval of the Owners' Committee (if already established), the right of the First Owner as owner of all or any part of the adjoining or neighbouring lands and any lands adjoining or connected to any adjoining or neighbouring lands whether by any private or public roads or passageways or otherwise owned or to be owned by the First Owner from time to time and at all times and for all purposes to pass and re-pass with or without vehicles across through over or along such roads, driveways, passageways, walkways and footpaths over which rights, rights of way or easements or quasi easements which have been granted under Clause 9(n).

(f) Right of access of owners of adjoining land to underground sewers etc.

The right of the owners of the adjoining or neighbouring lands and any lands adjoining or connected to any adjoining or neighbouring lands to enter upon the Railway Complex with or without agents and with or without workmen, plant, equipment and materials at all reasonable times upon prior notice (except in case of emergency) for the purpose of carrying out works for the maintenance, repair, alteration or removal of any underground sewers, pipes, ducts and services running through the Development or any part thereof and serving such adjoining or neighbouring lands or lands adjoining or connected to any adjoining or neighbouring lands PROVIDED THAT (1) such right shall be subject to the prior approval of the Owner of the Railway Complex and if approved shall be subject to such safety and operation requirements and conditions from time to time imposed by the operator of the Railway Complex and the exercise of the right shall not in any way adversely affect the operation of the MOS Rail, and (2) such owners in exercising the right under this sub-clause (f) shall cause the least disturbance and shall at their own expense make good any damage caused.

(g) Right of way of the public over the Pedestrian Walkways

The right of the public to use the Pedestrian Walkways 24 hours a day free of charge without any interruption in accordance with Special Condition No.(35)(f) of the Conditions.

(h) Right of access by the Director of Lands to Development

The right of the Director of Lands, his officers, contractors, agents, employees and workers and the neighboring lot owners and their contractors, agents, employees, workers with or without motor vehicles, plant, machinery, free of all costs and charges, to enter into, upon and through the Development or any part or parts thereof and in, under, through, on or over any building or buildings or any part thereof erected thereon (i) to carry out the Connections for the purposes of connecting the Footbridge to the Footbridge Associated Structures and to enjoy the easement of support of the Connections and the Footbridge; and (ii) to repair and maintain the Connections.

(i) Right to go pass and repass the Mixed Carpark Common Areas and Facilities for proper use and enjoyment of the Station Carpark

The full right and liberty of the Owner of the Station Carpark and his operator or manager, bona fide guests and visitors, occupiers, tenants, servants, agents, invitees and licensees (whether as drivers passengers or otherwise) to go pass and repass with or without vehicles over and along and to use the Mixed Carpark Common Areas and Facilities with goods, trolley and vehicles for all purposes (including waste disposal) connected with the proper use and enjoyment of the Station Carpark.

THE FIFTH SCHEDULE ABOVE REFERRED TO

THE WORKS AND INSTALLATIONS

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) plumbing system;
- (v) drainage system;
- (vi) fire services installations and equipment;
- (vii) electrical wiring system;
- (viii) lift installations (if applicable);
- (ix) gas supply system;
- (x) window installations; and
- (xi) other major items (e.g. central air-conditioning and ventilation system, escalators etc.)

SIGNED SEALED AND DELIVERED)

by)

, the lawful delegatee of)

MTR Corporation Limited,)

as the lawful attorney)

and on behalf of the **First Owner**,)

whose signature(s) is/are verified by :-)

SIGNED SEALED AND DELIVERED)

by the **First Assignee**)

(Holder of Hong Kong Identity Card)

No.)

in the presence of :-)

INTERPRETED to the First Assignee by :-

~~SEALED with the Common Seal of~~)

~~the **Manager** and SIGNED by~~)

~~whose signature(s) is/are verified by :-~~)

SIGNED SEALED AND DELIVERED)

by)

)

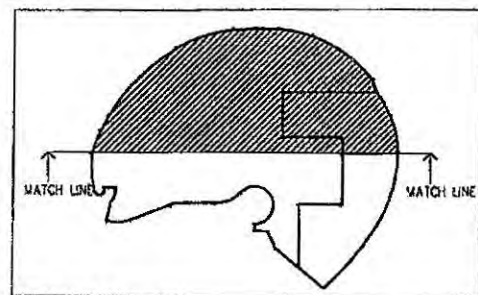
)

, the lawful attorney of the Manager)

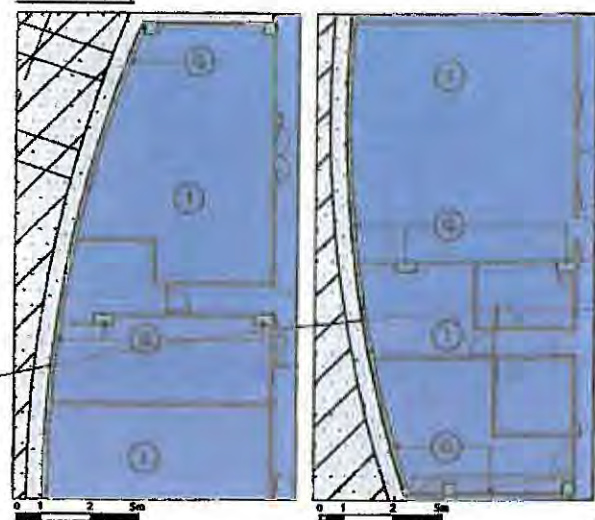
whose signature is verified by:-)



APPROVED BY BUILDINGS DEPARTMENT ON 05/05/2009										<div>人屋發展局核准</div> <div>核准發展物業發展</div> <div>核准發展物業發展</div>										<div>ronald lu & partners</div> <div>羅拔倫建築師事務所</div> <div>羅拔倫建築師事務所 (香港) 有限公司</div>										PROJECT TITLE: PROPOSED PROPERTY DEVELOPMENT AT STR. NO.530 MA ON SHAN, SHA TIN, N.T.										NO. FOR: FSR 401									
DRAWING TITLE: LOWER GROUND FLOOR PLAN										SCALE: 1/500										DATE: 04/05/09										DRAWN BY: A/DWG/01																			
CHECKED BY: A/DWG/01										CONTRACT NO: 100																																							

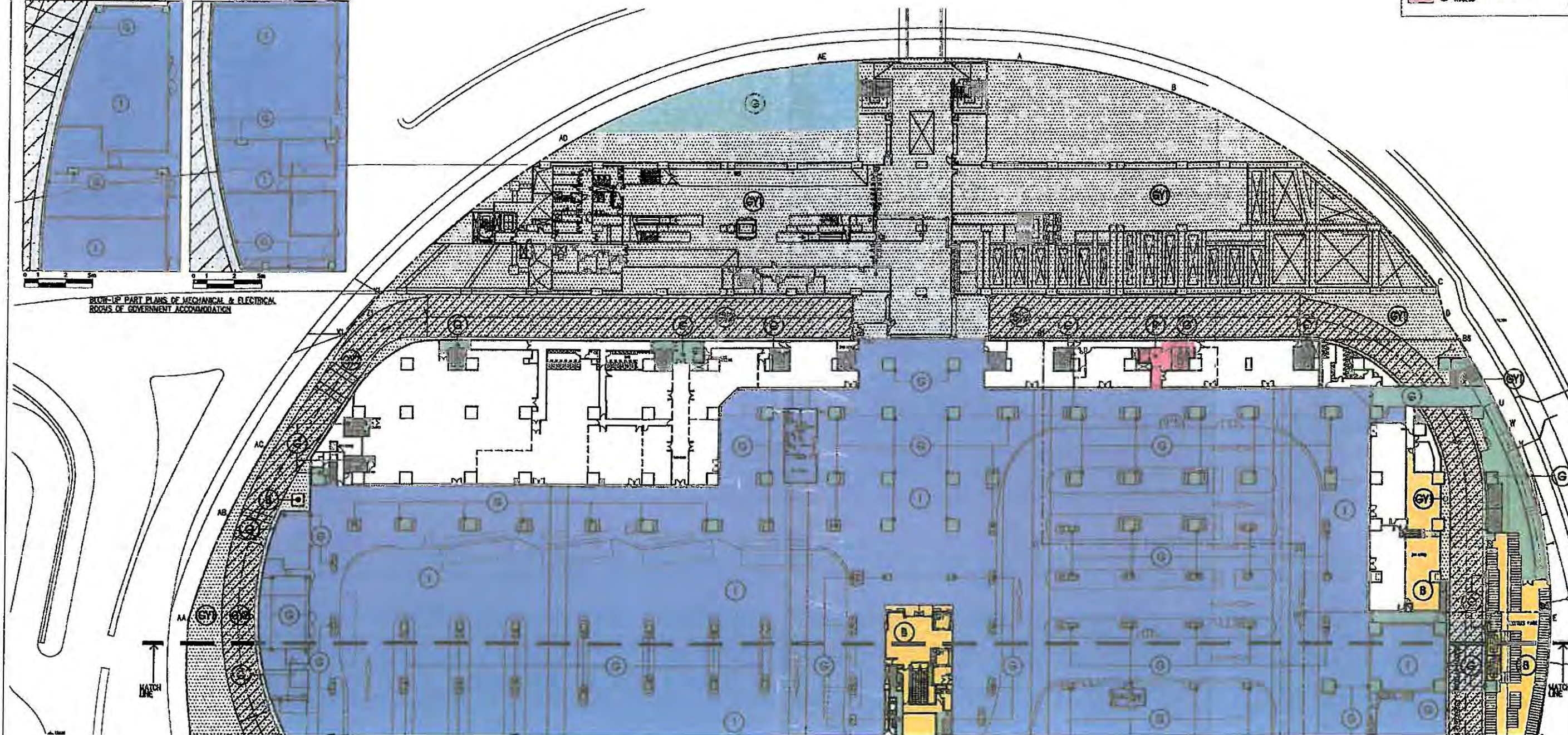


KEY PLAN



BLOW-UP PART PLANS OF MECHANICAL & ELECTRICAL ROOMS OF GOVERNMENT ACCOMMODATION

- LEGEND
- ① ESTATE COMMON AREAS & FACILITIES
 - ② RESIDENTIAL COMMON AREAS & FACILITIES
 - ③ RESIDENTIAL CARPARK COMMON AREAS & FACILITIES
 - ④ (YELLOW STIPPLED BLACK) WARD CARPARK COMMON AREAS & FACILITIES
 - ⑤ GOVERNMENT ACCOMMODATION
 - ⑥ (GREY STIPPLED BLACK HATCHED BLACK) RAILWAY STATION
 - ⑦ (GREY STIPPLED BLACK) RAILWAY STATION
 - ⑧ STATION CARPARK
 - ⑨ DEVELOPMENT COMMON ACCESS



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NOTE:
THE PLAN IS PREPARED BASED ON THE BUILDING PLANS
APPROVED BY BUILDINGS DEPARTMENT ON 08/05/2003

REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION
1	20/03/03	FIRST ISSUE	1	05/04/03	FOURTH ISSUE (BASED ON CIP APPROVED ON 20/04/03)
2	25/03/03	DESIGNER'S COMMENT BEING INCORPORATED	2	15/05/03	FOURTH ISSUE (BASED ON CIP APPROVED ON 20/04/03) - REVISI
3	26/03/03	LAND'S COMMENT BEING INCORPORATED	3	02/11/03	FIFTH ISSUE (BASED ON CIP APPROVED ON 21/09/03)
4	05/03/03	OP'S COMMENT BEING INCORPORATED			
5	17/03/03	SECOND ISSUE (BASED ON CIP APPROVED ON 08/03/03)			
6	14/04/03	THIRD ISSUE (BASED ON CIP APPROVED ON 05/02/03)			
7	02/05/03	FOURTH ISSUE (CIP APPROVED)			

Ronald Lu
Authorized Person (Architect)

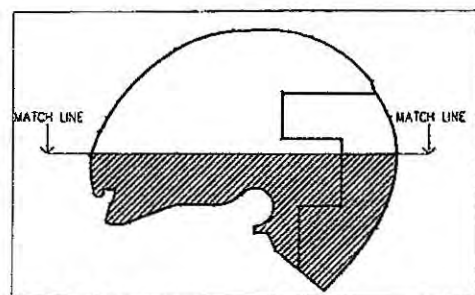
PROJECT NO.
2003/03/03
DESIGNED BY
CHECKED BY
APPROVED BY
DATE
02/05/2003

SHINE HARVEST INTERNATIONAL LTD

ronald lu & partners
Ronald Lu & Partners (HK) Ltd.
呂元祥建築師事務所 (香港) 有限公司

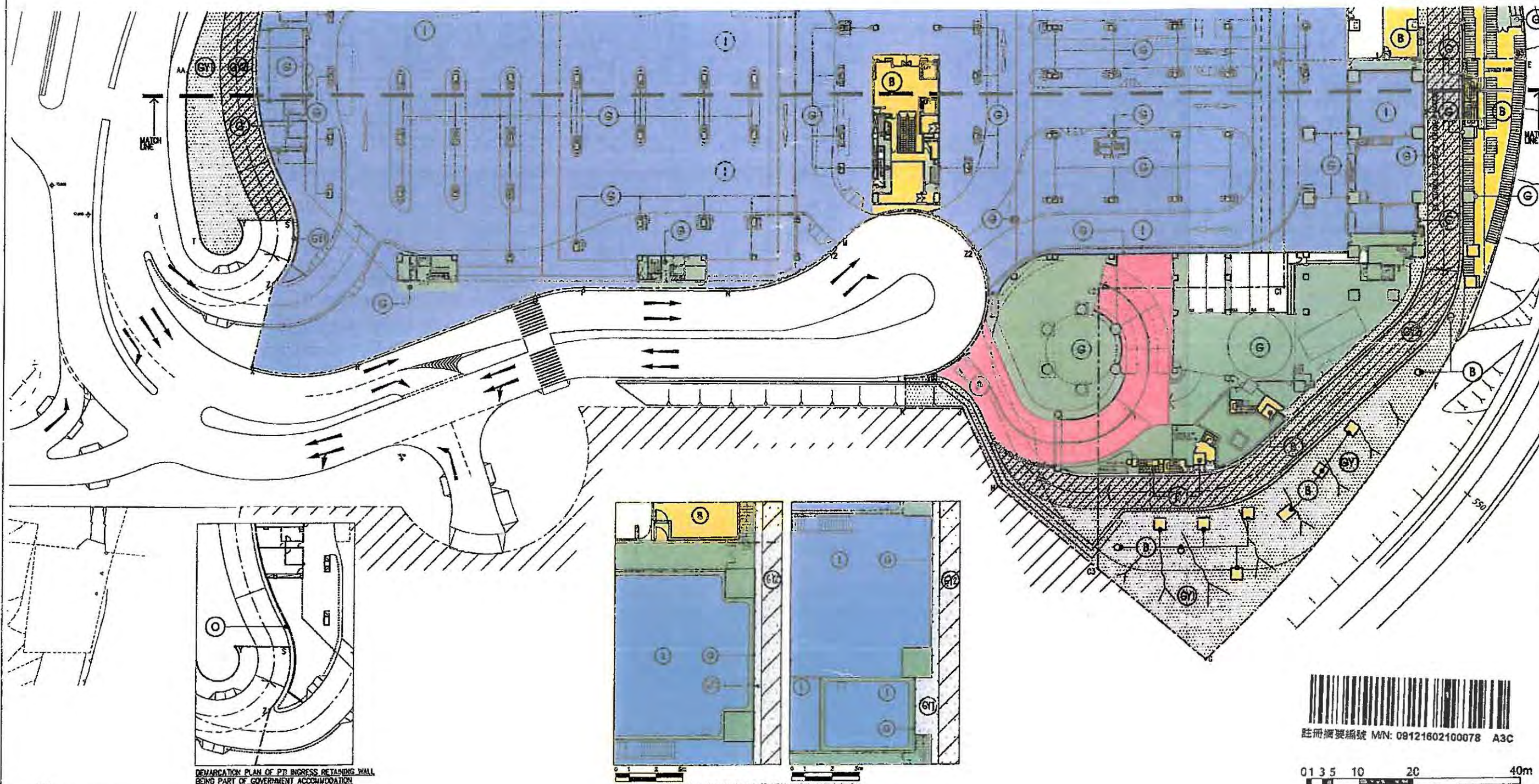
PROPOSED PROPERTY DEVELOPMENT
AT SITE NO. 530
MA ON SHAN, SHA TIN, N.T.
GROUND FLOOR PLAN

NO. REV. DATE
SCALE DATE
JOB NUMBER
DRAWING NUMBER
DATE
DRAWN BY
CHECKED BY
DATE



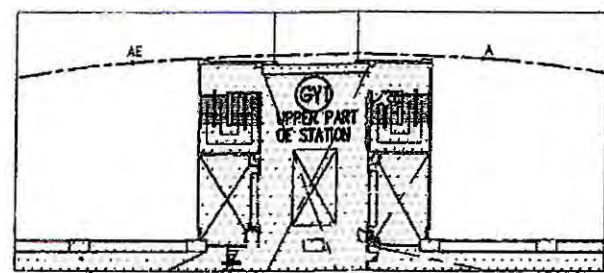
KEY PLAN

- LEGEND
- ESTATE COMMON AREAS & FACILITIES
 - RESIDENTIAL COMMON AREAS & FACILITIES
 - RESIDENTIAL CARPARK COMMON AREAS & FACILITIES
 - YELLOW STIPPLED BLACK HOVED CARPARK COMMON AREAS & FACILITIES
 - GOVERNMENT ACCOMMODATION
 - (GREY STIPPLED BLACK HATCHED BLACK) RAILWAY STATION
 - (GREY STIPPLED BLACK) RAILWAY STATION
 - STATION CARPARK
 - DEVELOPMENT COMMON ACCESS



01 3 5 10 20 40m

NOTE: THE PLAN IS PREPARED BASING ON THE BUILDING PLANS APPROVED BY BUILDINGS DEPARTMENT ON 08/05/2009				BLOW-UP PART PLANS OF MECHANICAL & ELECTRICAL ROOMS OF GOVERNMENT ACCOMMODATION				SHINE HARVEST INTERNATIONAL LTD				PROPOSED PROPERTY DEVELOPMENT AT ST/L NO. 530 MA ON SHAN SHA TIN, N.T.			
20/05/06	1	FIRST ISSUE		20/05/06	1	FOURTH ISSUE (BASED ON CIP APPROVED ON 26/04/06)		20/05/06	1	FOURTH ISSUE (BASED ON CIP APPROVED ON 26/04/06)		20/05/06	1	FOURTH ISSUE (BASED ON CIP APPROVED ON 26/04/06)	
26/04/06	2	SECOND ISSUE (BASED ON CIP APPROVED ON 26/04/06)		26/04/06	2	SECOND ISSUE (BASED ON CIP APPROVED ON 26/04/06)		26/04/06	2	SECOND ISSUE (BASED ON CIP APPROVED ON 26/04/06)		26/04/06	2	SECOND ISSUE (BASED ON CIP APPROVED ON 26/04/06)	
26/04/06	3	THIRD ISSUE (BASED ON CIP APPROVED ON 26/04/06)		26/04/06	3	THIRD ISSUE (BASED ON CIP APPROVED ON 26/04/06)		26/04/06	3	THIRD ISSUE (BASED ON CIP APPROVED ON 26/04/06)		26/04/06	3	THIRD ISSUE (BASED ON CIP APPROVED ON 26/04/06)	
26/04/06	4	FOURTH ISSUE (BASED ON CIP APPROVED ON 26/04/06)		26/04/06	4	FOURTH ISSUE (BASED ON CIP APPROVED ON 26/04/06)		26/04/06	4	FOURTH ISSUE (BASED ON CIP APPROVED ON 26/04/06)		26/04/06	4	FOURTH ISSUE (BASED ON CIP APPROVED ON 26/04/06)	



PART PLAN SHOWING THE UPPER PART OF STATION

NOTE:
THE PLAN IS PREPARED BASING ON THE BUILDING PLANS
APPROVED BY BUILDINGS DEPARTMENT ON 08/05/2009

[illegible]

LU Ronald
Authorized Person (Architect)

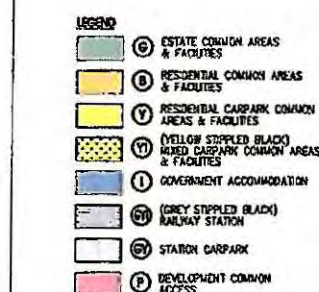
SHINE HARVEST
INTERNATIONAL LTD

Ronald Lu & Partners
Ronald Lu & Partners (HK)
呂元祥律師樓

PROPOSED PROPERTY DEVELOPMENT
AT STL NO.530
MA ON SHAN SHA TIN, N.T.

MEZZANINE FLOOR PLAN

ISS NO:	ISS DATE:
STATE:	EXP DATE:
EXP. DATE: OCT. 2006	
EXP. DATE: SEP. 2006	
ISSUING AGENCY:	
A/TMC/MS	
CONTAINER NO:	STATE: NY



PART PLAN SHOWING THE
EXISTING STATION

[illegible]

PROJECT NO.	050624
DESIGNED BY	DT/AV/AF
DRAWN BY	SE/AC
CHECKED BY	DC
APPROVED BY	NO
DATE	05/06/24

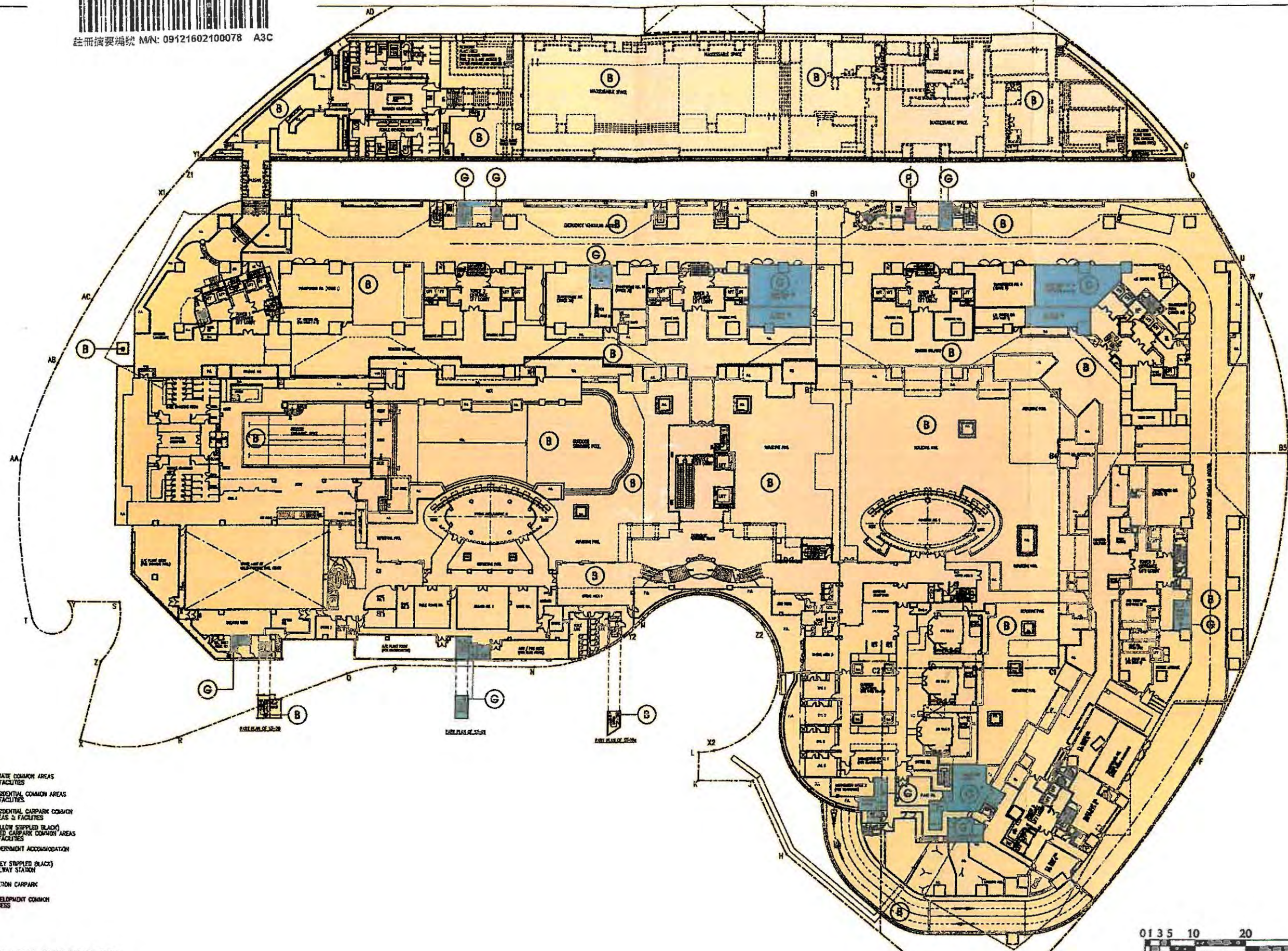
 **Ronald Lu & Partners**
Ronald Lu & Partners (HK) Ltd.
呂乃祥與伍思聰事務所 (香港) 有限公司

RD REF:	RD NO:
SCALE	CAD DATE
C/D FOLDER	
TRANS. NUMBER	
CONTRACT NO	SECT
	REV



註冊摘要編號 M/N: 09121602100078 A3C

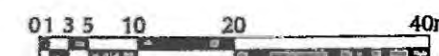
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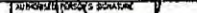
- LEGEND
- ① ESTATE COMMON AREAS & FACILITIES
 - ② RESIDENTIAL COMMON AREAS & FACILITIES
 - ③ RESIDENTIAL CARPARK COMMON AREAS & FACILITIES
 - ④ (YELLOW STIPPLED BLACK) MIXED CARPARK COMMON AREAS & FACILITIES
 - ⑤ GOVERNMENT ACCOMMODATION
 - ⑥ (GREY STIPPLED BLACK) RAILWAY STATION
 - ⑦ STATION CARPARK
 - ⑧ DEVELOPMENT COMMON ACCESS


NOTE:
THE PLAN IS PREPARED BASING ON THE BUILDING PLANS
APPROVED BY BUILDINGS DEPARTMENT ON 16/07/2009

15/01/08	FIRST ISSUE	15/01/08	FOURTH ISSUE (BASING ON CIP APPROVED ON 30/04/08) - WORK ADJUSTMENT																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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[illegible]

20/01/08	FIRST ISSUE	09/05/08	FOURTH ISSUE	06/05/08	FOURTH ISSUE (BASING ON CRP APPROVED ON 30/04/2008)	05/01/08	FIFTH ISSUE (BASING ON CRP APPROVED ON 08/05/2008)
29/01/08	SUBMITTER'S COMMENT BEING INCORPORATED	26/06/08	FOURTH ISSUE (BASING ON CRP APPROVED ON 30/04/2008)	05/01/08	FIFTH ISSUE (BASING ON CRP APPROVED ON 08/05/2008)		
30/03/08	LASTEST COMMENT BEING INCORPORATED						
05/04/07	CRP'S COMMENT BEING INCORPORATED						
31/03/07	SECOND ISSUE (BASING ON CRP APPROVED ON 02/04/07)						
24/04/06	THIRD ISSUE (BASING ON CRP APPROVED ON 05/07/06)						


LU Ronald
 Authorized Person (Architect)


SHINE HARVEST INTERNATIONAL LTD

PROJECT NO. 060808NT
 SCRIBER BY: LUYONGJIAN
 CHECKED BY: LUYONGJIAN
 DRAWN BY: LUYONGJIAN
 DATE: 06/05/08
 SCALE: 1/500

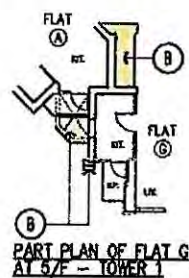
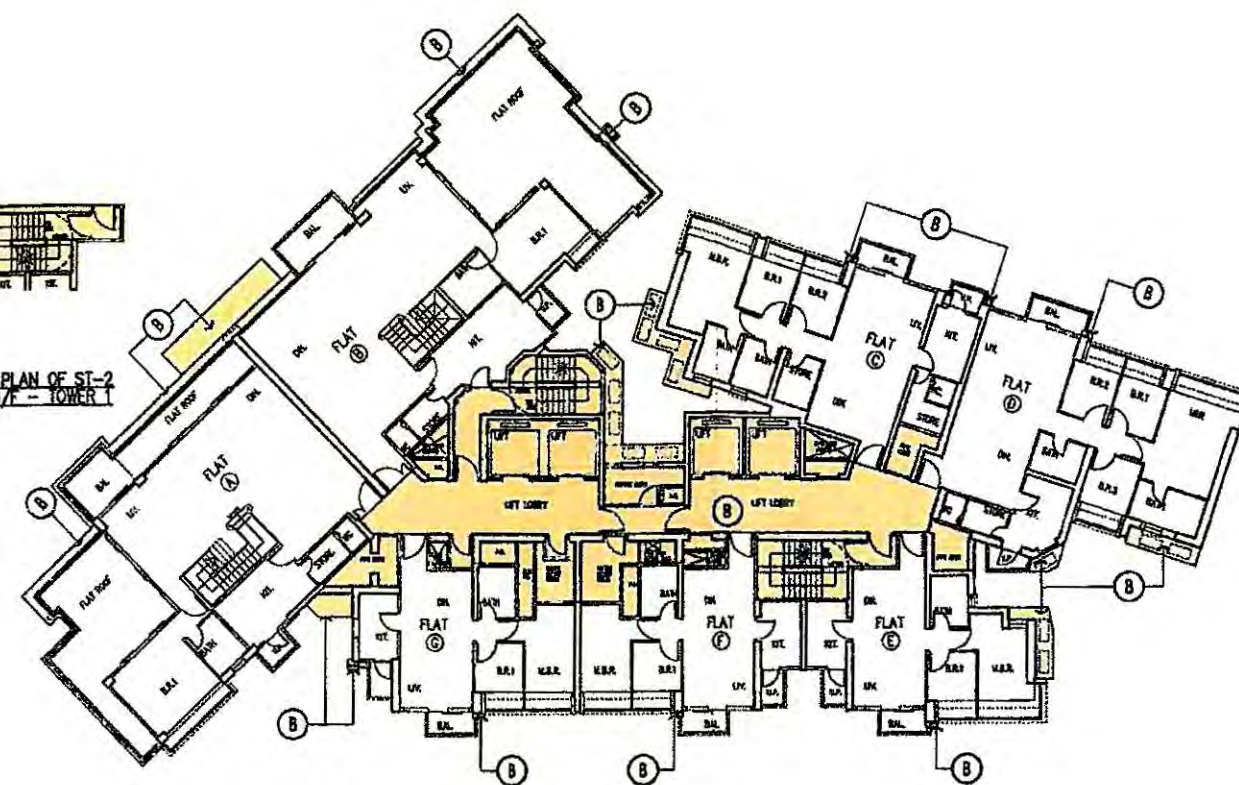
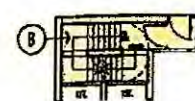
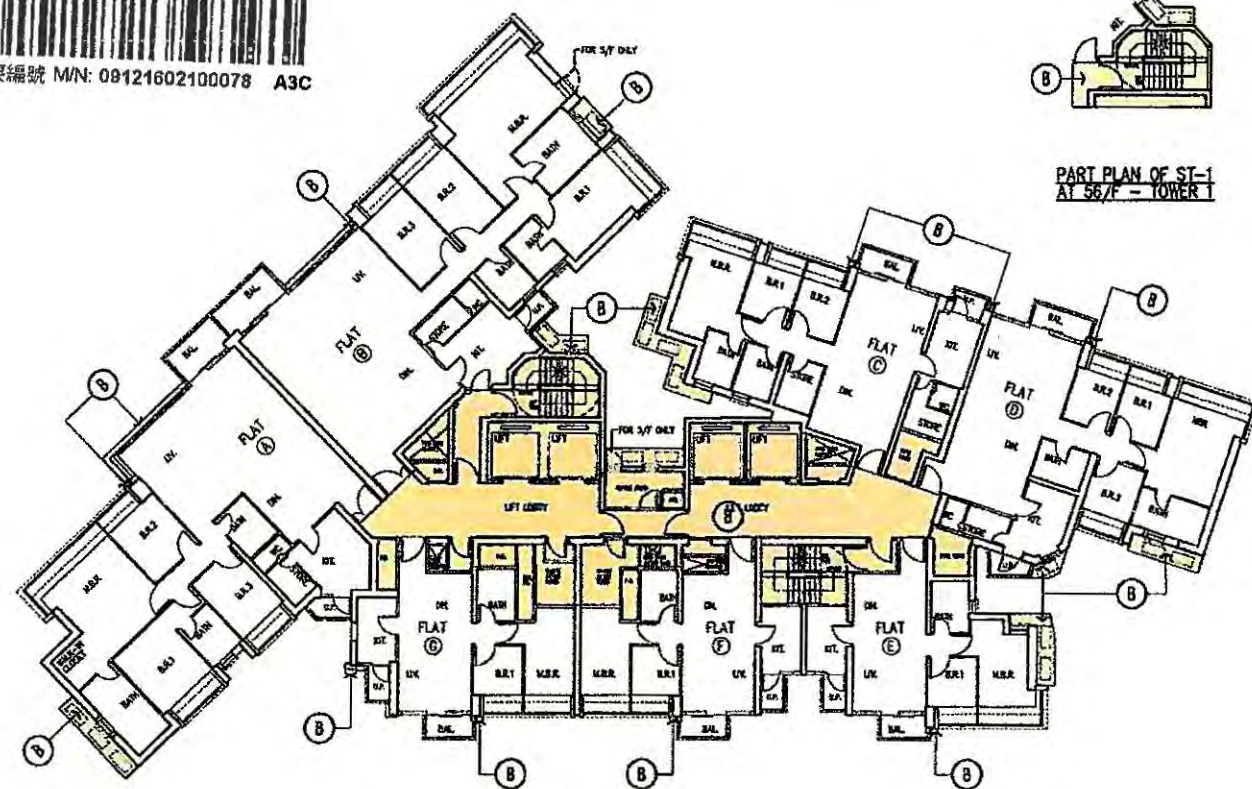

ronald lu & partners
 Registered Professional Architect
 Ronald Lu & Partners (HK) Ltd.
 呂元祥建築師事務所 (香港) 有限公司

PROJECT TITLE: PROPOSED PROPERTY DEVELOPMENT AT STTL NO.530 MA ON SHAN,SHA TIN, N.T.
 DRAWING NUMBER: 5/F PLAN
 DRAWING DATE: 1/04/08/07

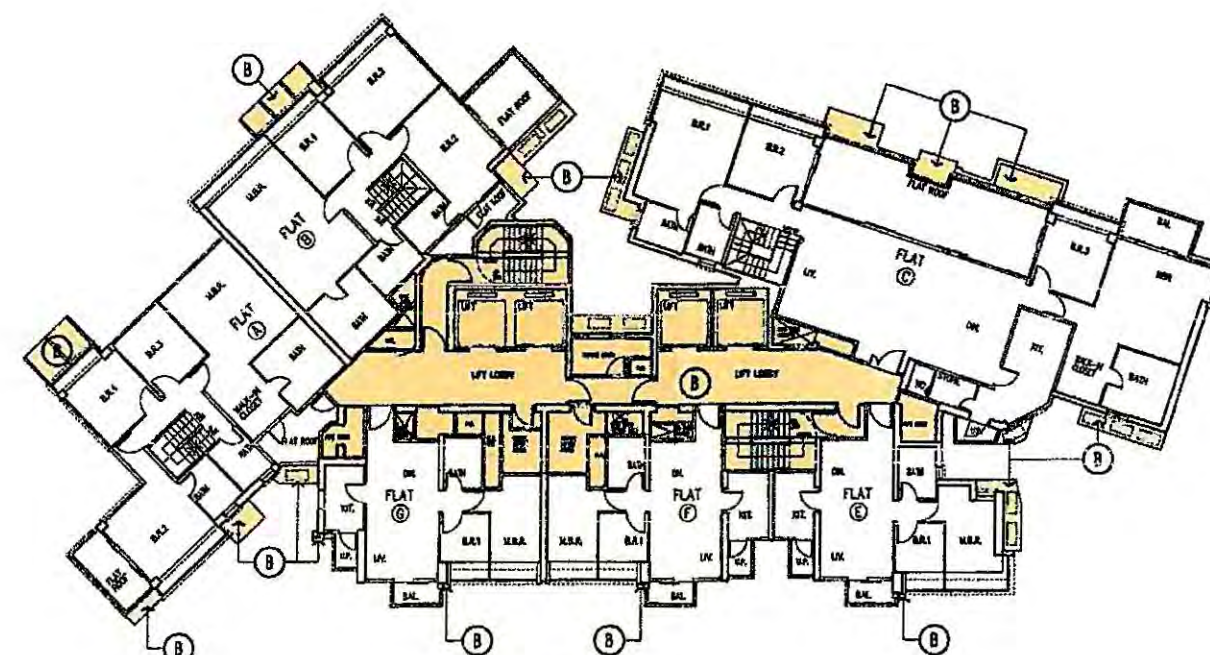
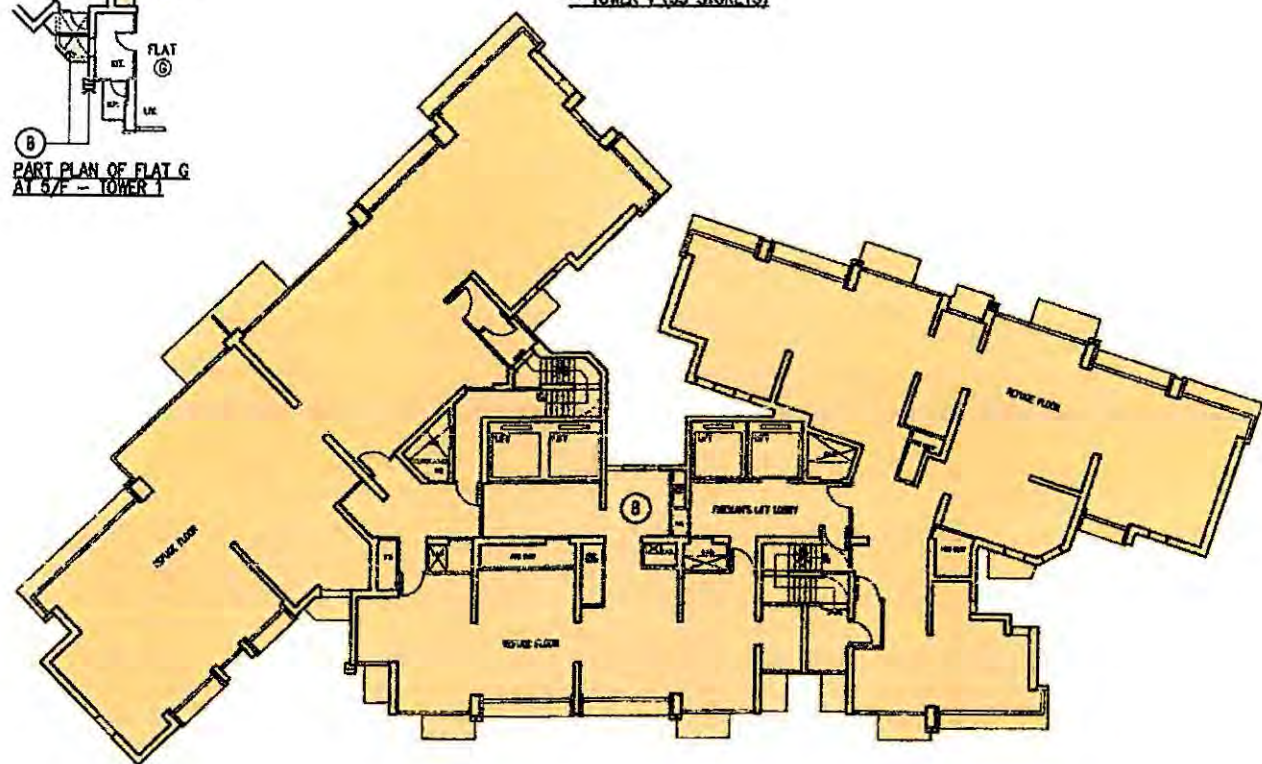
PROJECT NO. 060808NT
 SCALE: 1/500
 DATE: 06/05/08
 SCALE: 1/500



註冊編號 M/N: 09121602100078 A3C



5/F-29/F & 31/F-56/F
- TOWER 1 (35 STOREYS)



LEGEND

RESIDENTIAL COMMON AREAS
& FACILITIES

NOTE:

- (1) THE PLAN IS PREPARED BASING ON THE BUILDING PLANS APPROVED BY BUILDINGS DEPARTMENT ON 08/05/2009.
- (2) THERE IS NO TOWER 4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F-49/F, 53/F, 54/F & 58/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	20/05/09	1ST ISSUE	1	20/05/09	1ST ISSUE
2	21/05/09	2ND ISSUE (BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT)	2	21/05/09	2ND ISSUE (BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT)
3	24/05/09	3RD ISSUE (BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT)	3	24/05/09	3RD ISSUE (BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT)
4	25/05/09	4TH ISSUE (BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT)	4	25/05/09	4TH ISSUE (BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT)
5	26/05/09	5TH ISSUE (BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT)	5	26/05/09	5TH ISSUE (BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT)
6	27/05/09	6TH ISSUE (BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT)	6	27/05/09	6TH ISSUE (BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT)
7	28/05/09	7TH ISSUE (BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT)	7	28/05/09	7TH ISSUE (BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT)
8	29/05/09	8TH ISSUE (BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT)	8	29/05/09	8TH ISSUE (BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT)
9	30/05/09	9TH ISSUE (BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT)	9	30/05/09	9TH ISSUE (BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT)
10	31/05/09	10TH ISSUE (BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT)	10	31/05/09	10TH ISSUE (BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT)

LU Ronald
Authorized Person (Architect)

PROJECT NO.
05050901
DATE
OCT 2009

SHINE HARVEST
INTERNATIONAL LTD

ronald lu & partners
Ronald Lu & Partners (HK) Ltd.
呂元仲建築師事務所 (香港) 有限公司

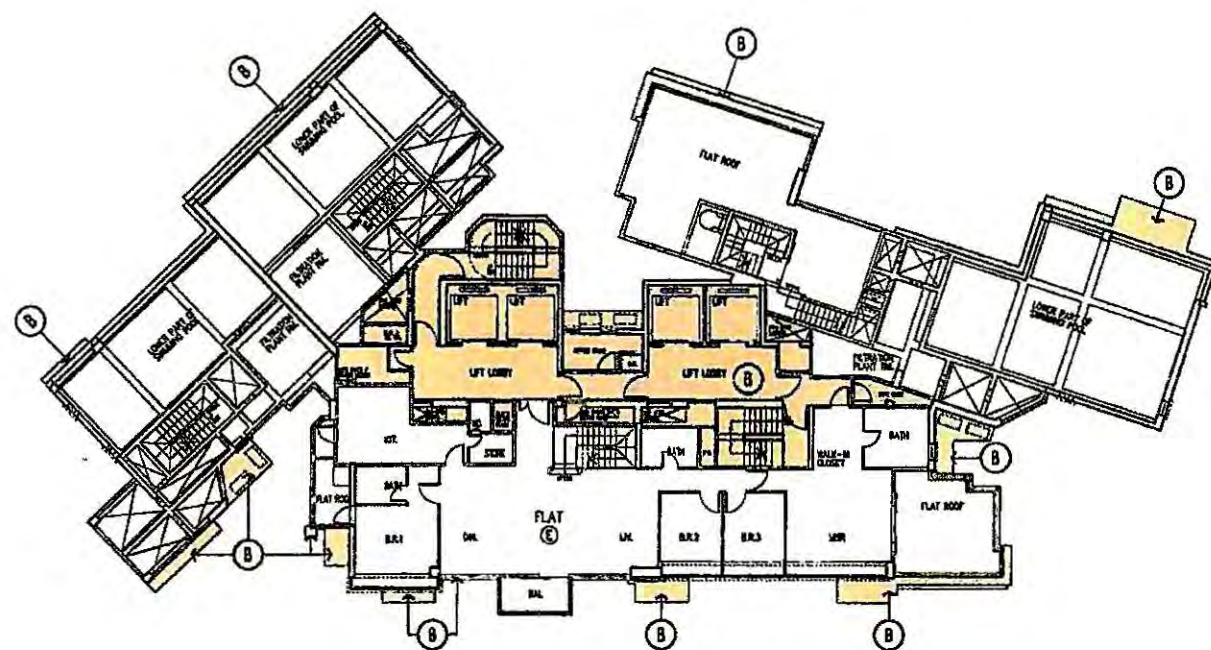
PROPOSED PROPERTY DEVELOPMENT
AT STL NO.530
MA ON SHAN, SHA TIN, N.T.
5/F-29/F & 31/F-56/F, 30/F REFUGE
FLOOR PLAN, 57/F AND 59/F PLANS
FOR TOWER 1

0 1 3 5 10m

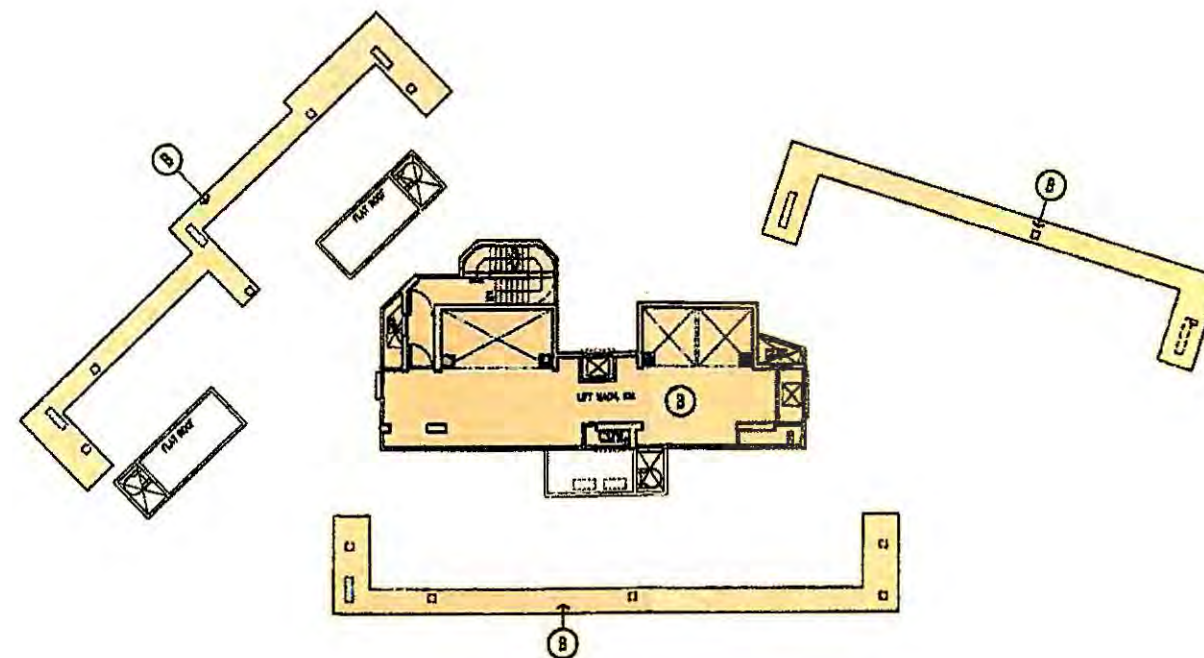
NO. 1/1
DATE
2009.05.20
DRAWN BY
A/DWG/08
CHECKED BY
A/DWG/08
DATE
2009.05.20



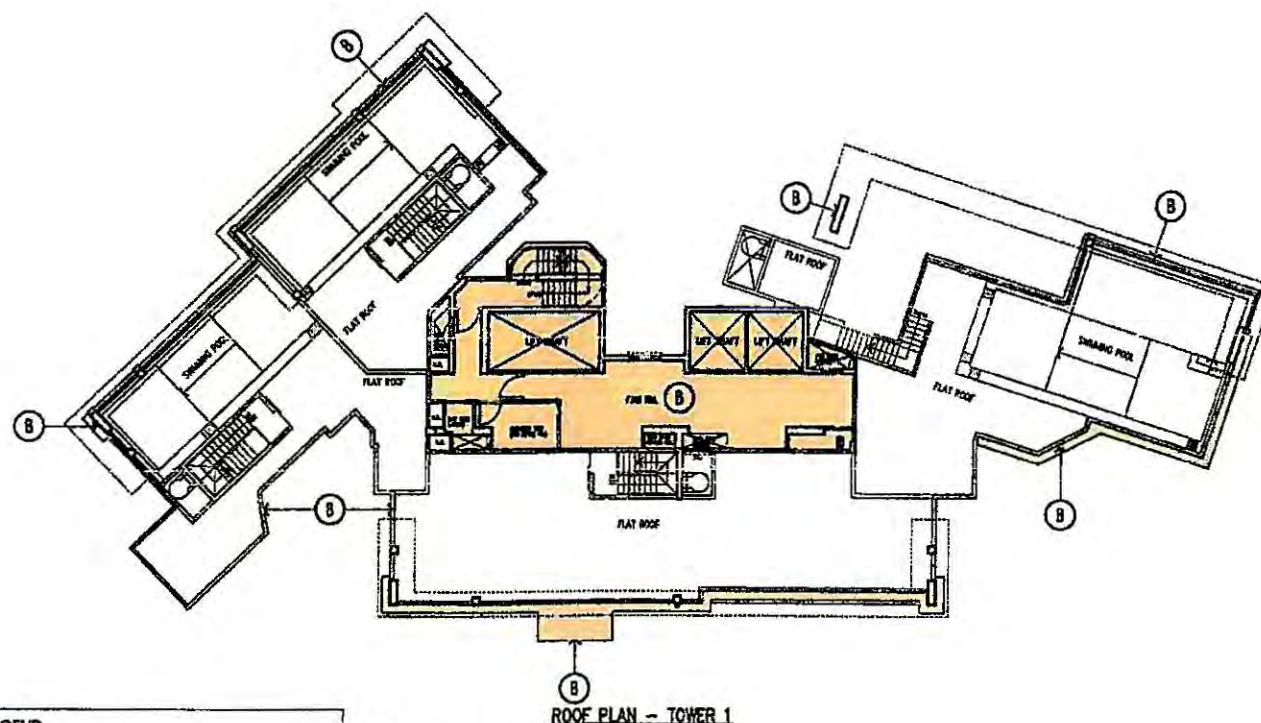
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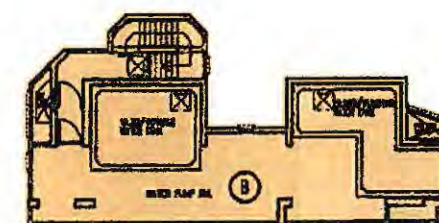
60/F
= TOWER 1 (1 STOREY)



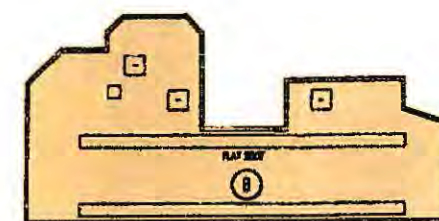
UPPER ROOF PLAN - TOWER 1



ROOF PLAN - TOWER 1



PUMP RM. PLAN - TOWER 1



TOP ROOF PLAN - TOWER 1

LEGEND


 (B) RESIDENTIAL COMMON AREAS & FACILITIES

NOTE:

- (2) THE PLAN IS PREPARED BASING ON THE BUILDING PLANS APPROVED BY BUILDINGS DEPARTMENT ON 08/05/2009.

[illegible]

1. THE STATE OF TEXAS


 LU Ronald
 Authorized Person (Architect)

SEARCHED	INDEXED
SERIALIZED	FILED
OCT 10 1964	
FBI - NEW YORK	

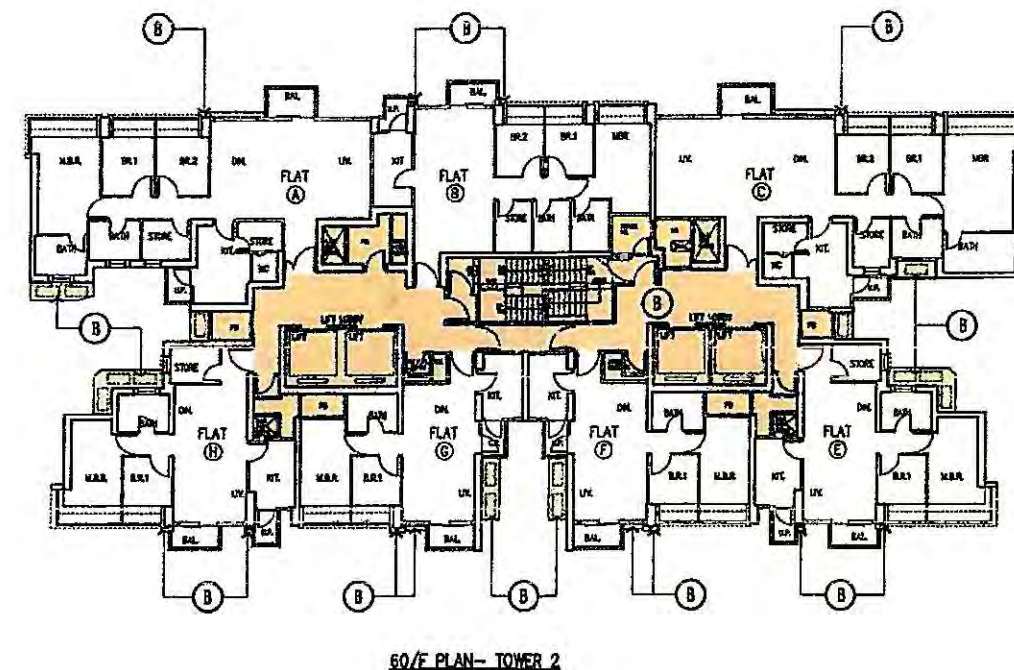
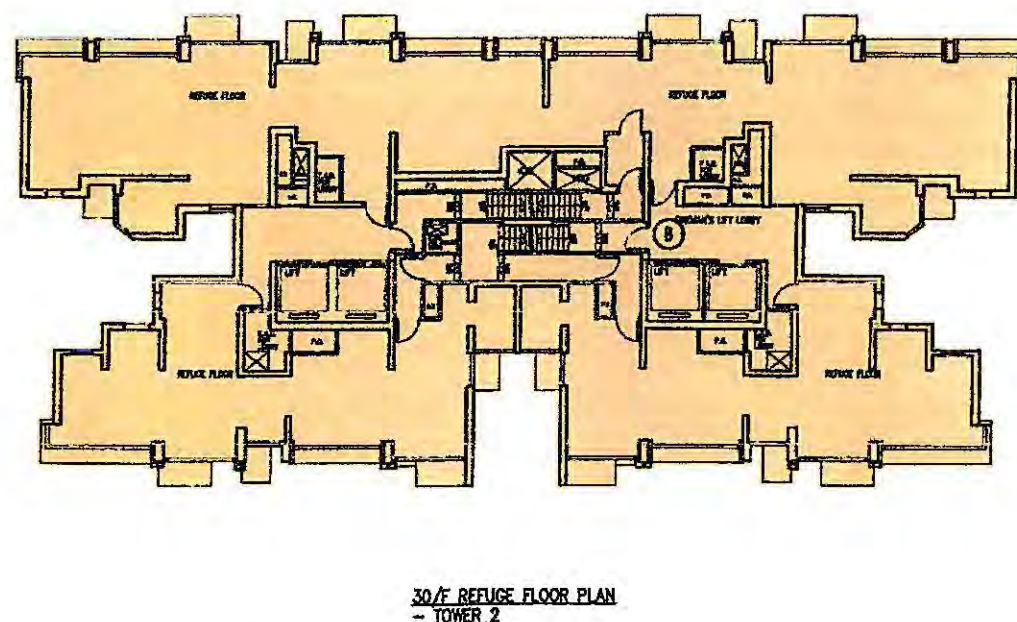
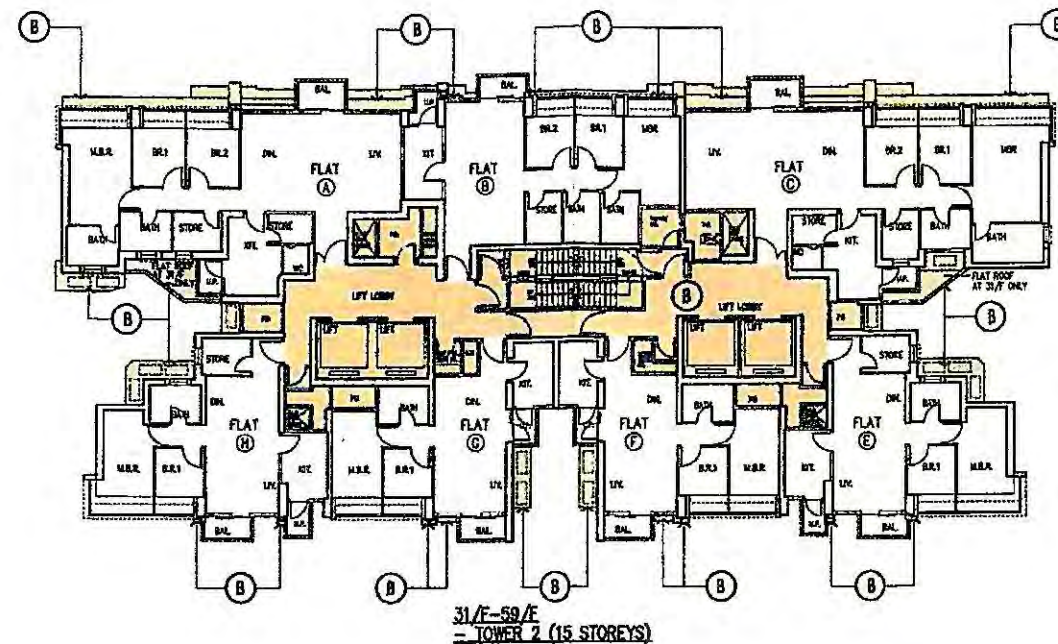
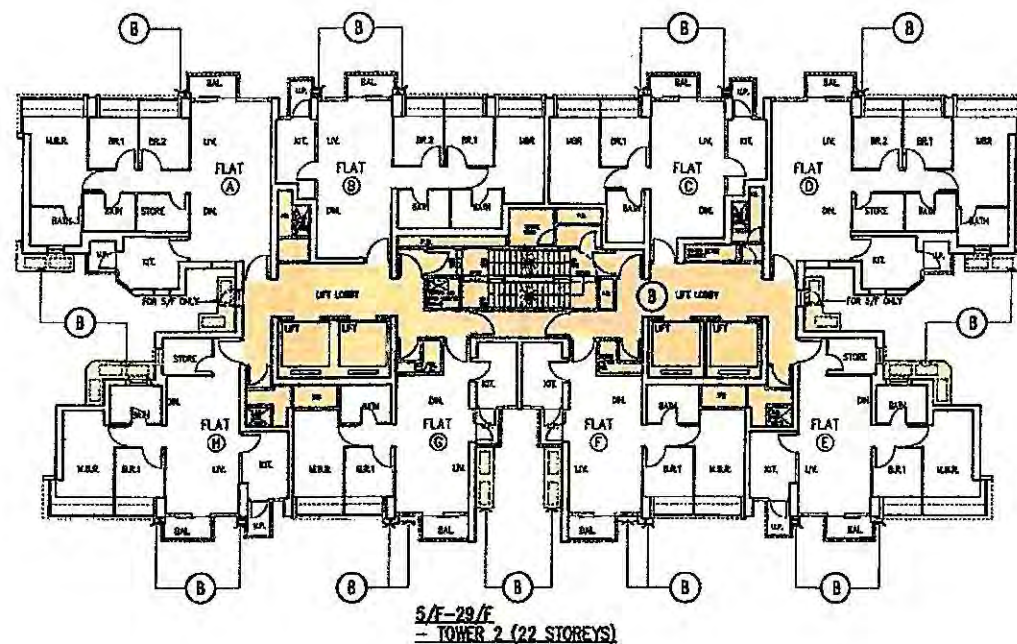
 九龍城公共房屋發展局
HONG KONG DEVELOPMENT
PROPERTY DEVELOPMENT CO. LIMITED

**SHINE HARVEST
INTERNATIONAL LTD**

Ronald Lu & Partners
Accounting, Tax, Finance, Insurance
Ronald Lu & Partners (HK) Ltd.
呂元升馬國華李國源(香港)有限公司

PROJECT TITLE	PROPOSED PROPERTY DEVELOPMENT AT SITI NO.530 MA ON SHAN, SHA TIN, N.T.
DRAWING TITLE	60/F PLAN, ROOF PLAN, UPPER ROOF PUMP RM FLOOR AND TOP ROOF P FOR TOWER 1

NO REC.	FBI REC.
SERIAL	CASE DATE JUN 2007
CAD FILENAME	DIC/ST/JUN-6-CAC-ORIGINAL
MILWAUKEE NUMBER	A/DIC/DS
CHARGE NO.	SHEET NO. REV



LEGEND

RESIDENTIAL COMMON AREAS & FACILITIES

NOTE:

- (1) THE PLAN IS PREPARED BASING ON THE BUILDING PLANS APPROVED BY BUILDINGS DEPARTMENT ON 08/05/2009.
- (2) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F-49/F, 53/F, 54/F & 58/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.

0 1 3 5 10m

REVISION	DATE	DESCRIPTION	REVISION	DATE	DESCRIPTION	REVISION	DATE	DESCRIPTION	REVISION	DATE	DESCRIPTION
1	20/05/09	ISSUED FOR PERMIT	1	20/05/09	ISSUED FOR PERMIT	1	20/05/09	ISSUED FOR PERMIT	1	20/05/09	ISSUED FOR PERMIT
2	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL	2	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL	2	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL	2	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL
3	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL	3	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL	3	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL	3	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL
4	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL	4	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL	4	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL	4	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL
5	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL	5	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL	5	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL	5	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL
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10	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL	10	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL	10	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL	10	24/05/09	REVISED BASED ON BLDG DEPT APPROVAL

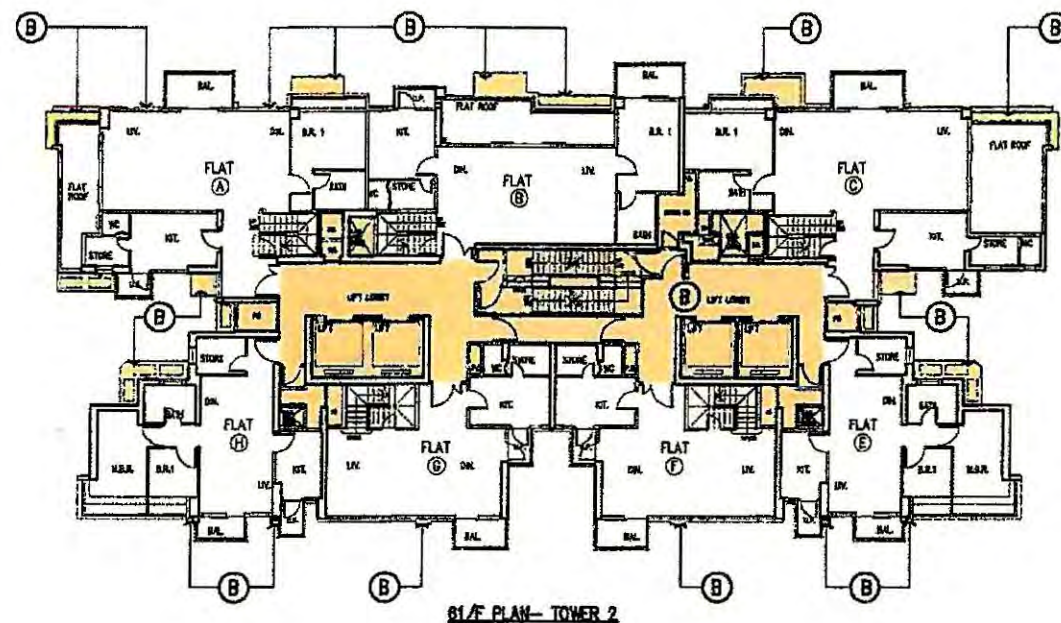
LU Ronald
Authorized Person (Architect)

SHINE HARVEST
INTERNATIONAL LTD

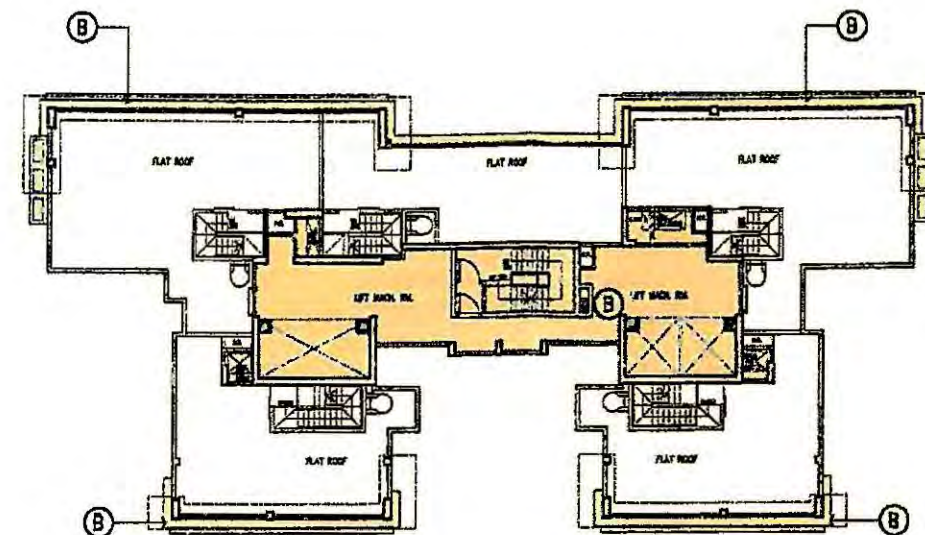
ronald lu
& partners
Ronald Lu & Partners (HK) Ltd.

PROPOSED PROPERTY DEVELOPMENT
AT STL NO.530
MA ON SHAN, SHA TIN, N.T.

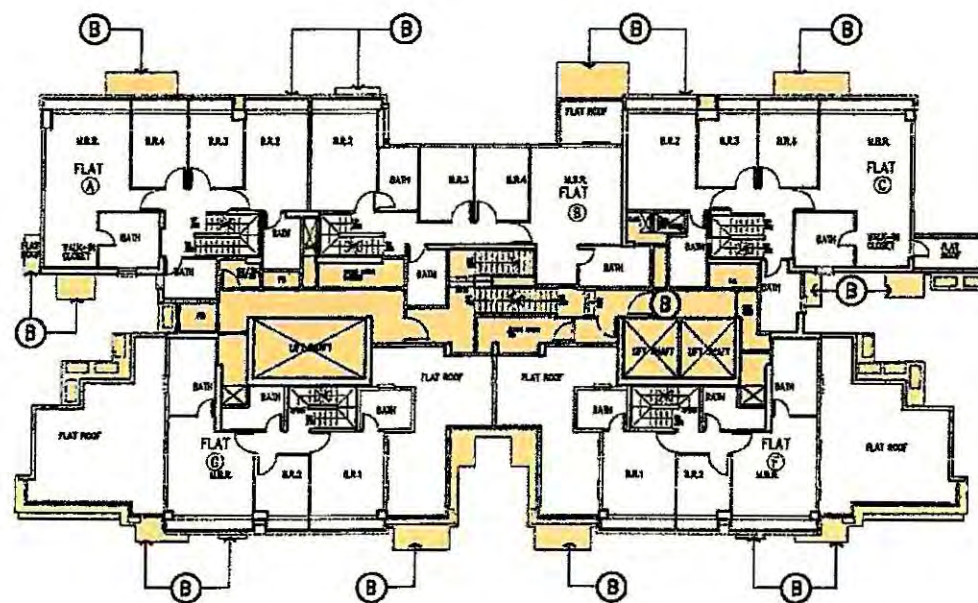
5/F-29/F, 30/F REFUGE FLOOR,
31/F-59/F AND 60/F PLANS
FOR TOWER 2



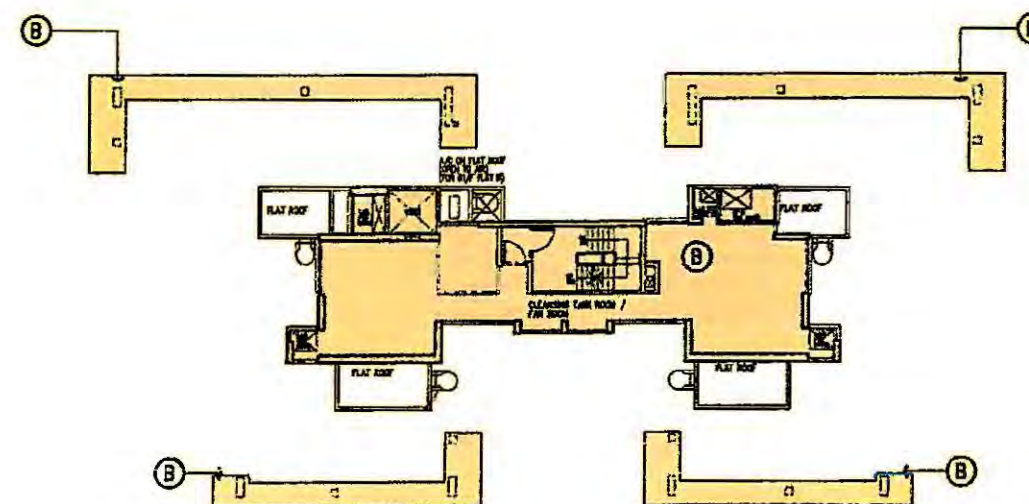
61/F PLAN - TOWER 2



ROOF PLAN - TOWER 2



62/F PLAN - TOWER 2



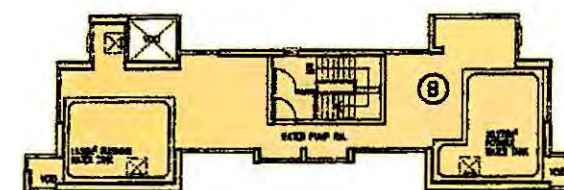
UPPER ROOF PLAN - TOWER 2

LEGEND

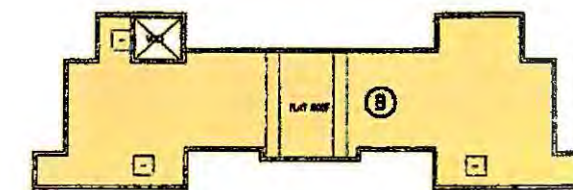
RESIDENTIAL COMMON AREAS & FACILITIES

NOTE:

- (1) THE PLAN IS PREPARED BASING ON THE BUILDING PLANS APPROVED BY BUILDINGS DEPARTMENT ON 08/05/2009.
- (2) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F-49/F, 53/F, 54/F & 58/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.



PUMP RM. PLAN - TOWER 2



TOP ROOF PLAN - TOWER 2

0 1 3 5 10m

REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION
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9	15/05/09	ISSUED FOR PERMIT	9	15/05/09	ISSUED FOR PERMIT	9	15/05/09	ISSUED FOR PERMIT	9	15/05/09	ISSUED FOR PERMIT
10	15/05/09	ISSUED FOR PERMIT	10	15/05/09	ISSUED FOR PERMIT	10	15/05/09	ISSUED FOR PERMIT	10	15/05/09	ISSUED FOR PERMIT

LU Ronald
Authorized Person (Architect)

SHINE HARVEST
INTERNATIONAL LTD

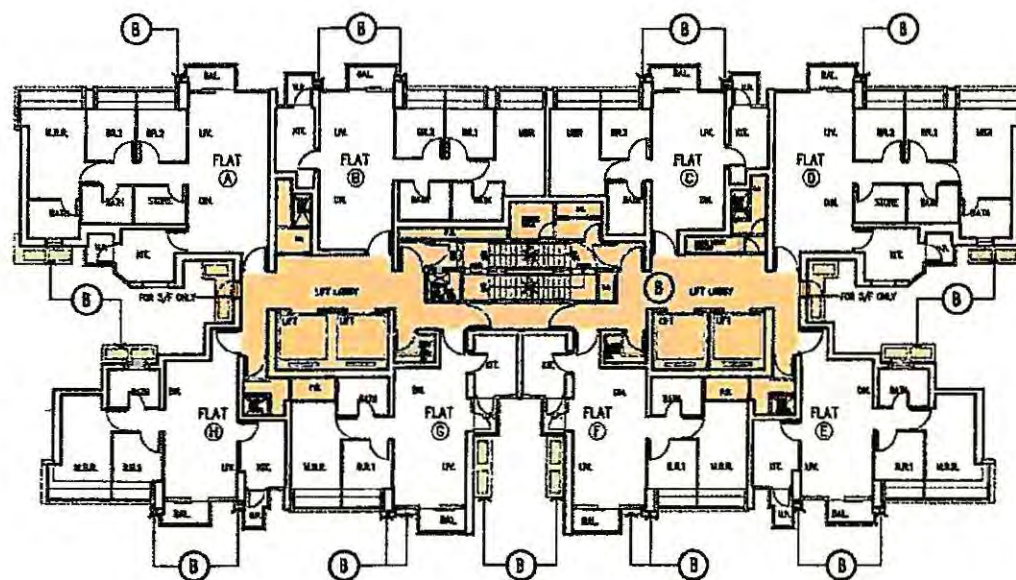
Ronald Lu & Partners (HK) Ltd.
Ronald Lu & Partners (HK) Ltd.

PROPOSED PROPERTY DEVELOPMENT
AT SITE NO.530
MA ON SHAN, SHA TIN, N.T.

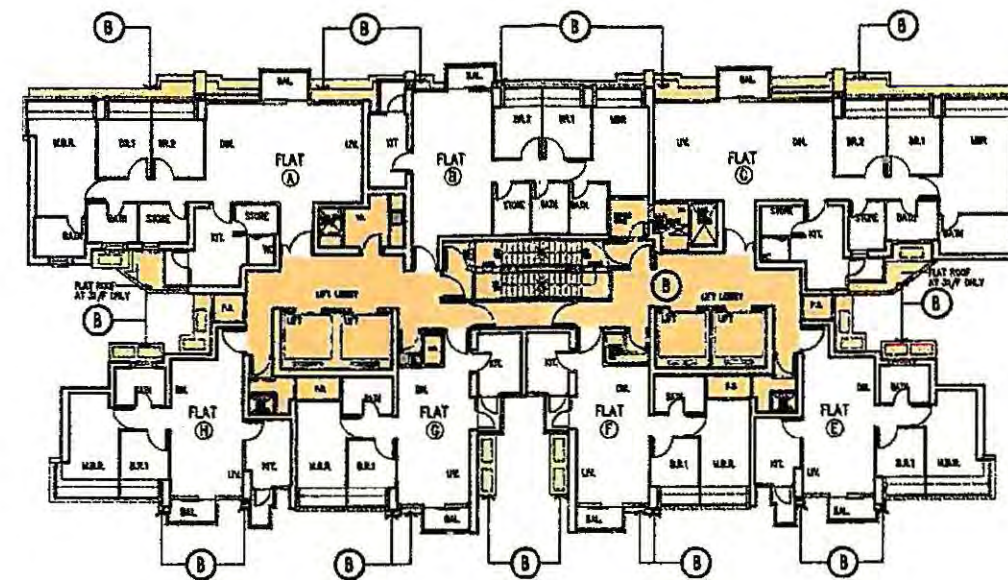
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DRAWN: A/002/11
CHECKED: A/002/11
DATE: 15/05/09



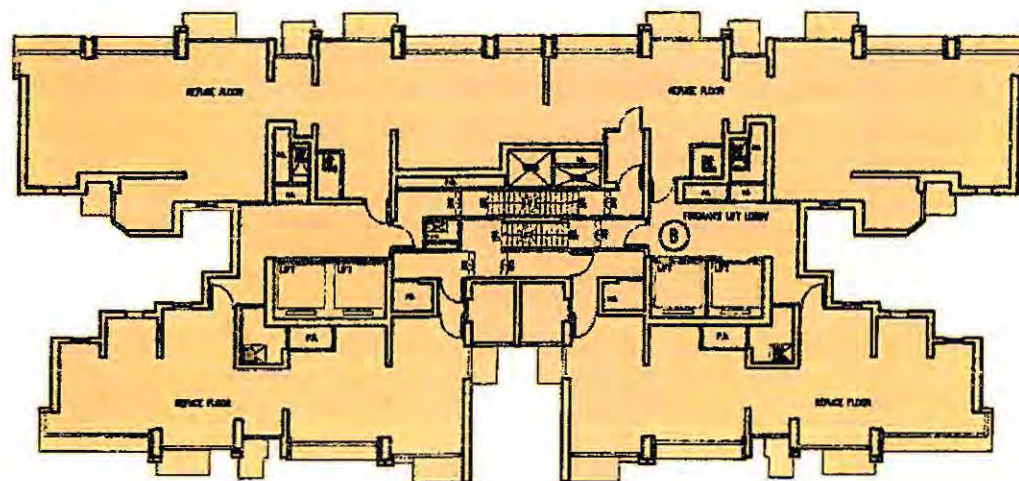
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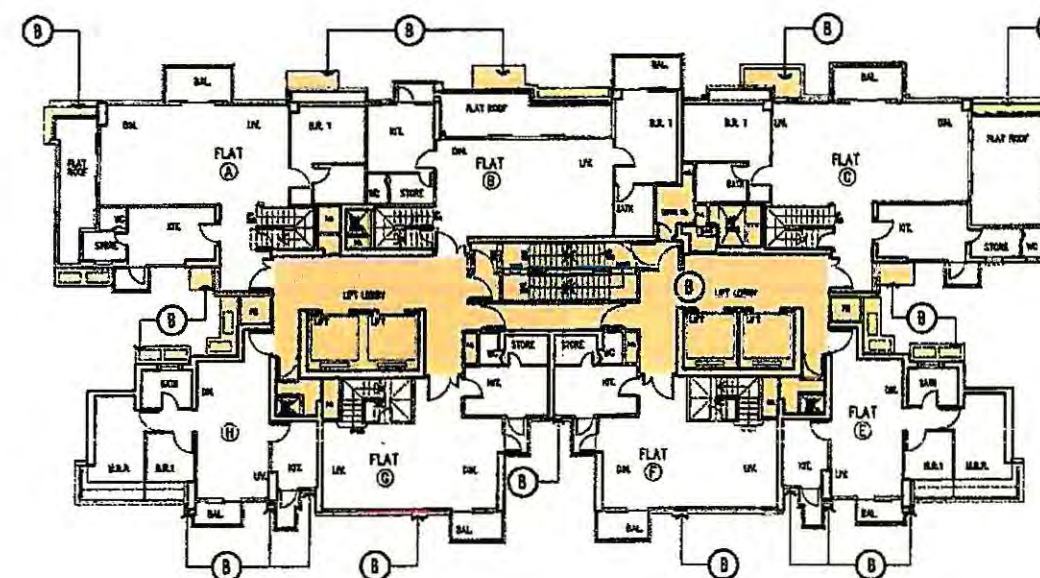
5/F-29/F
→ TOWER 3 (22 STOREYS)



31/F-52/F
- TOWER 3 (18 STOREYS)



30/F REFUGE FLOOR PLAN
- TOWER 3



63/F- TOWER 3


LEGEND

**(B) RESIDENTIAL COMMON AREAS
& FACILITIES**

NOTE:

(2) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F-49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.

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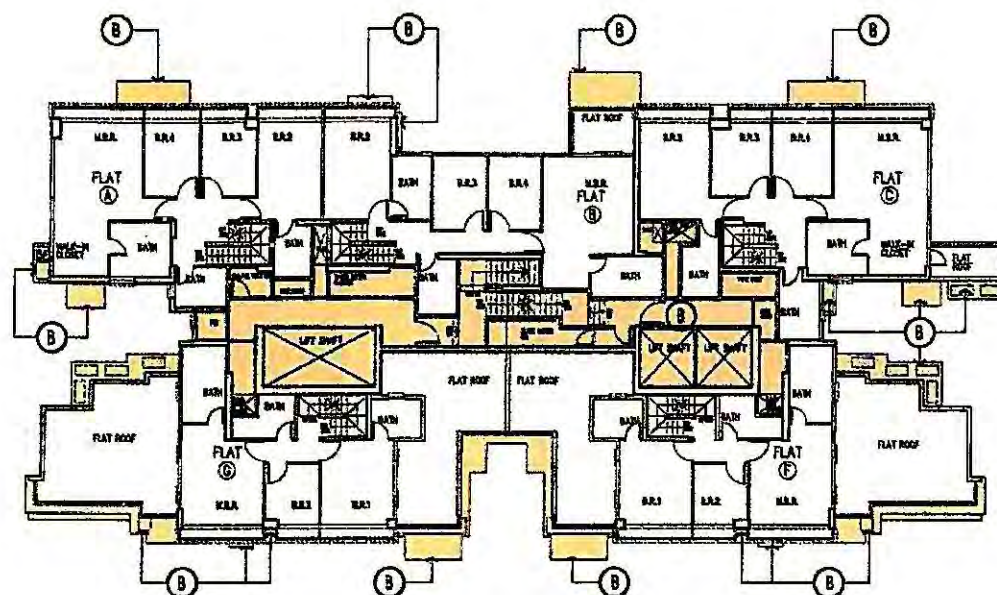
AUTHORIZED PERSON'S SIGNATURE

 LU Ronald
 Authorized Person (Architect)

PROJECT NO. 01000201		九龍新界沙田香港黃金海岸 ELEGANT-GARDEN RESALE OFFICE PROPERTY DEVELOPMENT DEPARTMENT
RECEIVED BY BY/RE/USE DRAWN BY BY/RE/USE CHECKED BY BY/RE/USE APPROVED BY BY/RE/USE DATE 01/01/2011		SHINE HARVEST INTERNATIONAL LTD

Ronald Lu & Partners
Ronald Lu & Partners (HK) Ltd.
呂元仲及合夥人有限公司 (香港) 有限公司


PROJECT TITLE	PROPOSED PROPERTY DEVELOPMENT AT STRL NO.530 1MA ON SHAN,SHA TON, N.T.
DRAWING TITLE	5/F-29/F, 30/F REFUGE FLOOR, 31/F-82/F AND 83/F PLANS FOR TOWER 3

NO NOT	YES YES
BOOK	DATE DATE
CAS NUMBER	DATE DATE
DRIVING NUMBER	DATE DATE
CONTRACT NO	DATE DATE



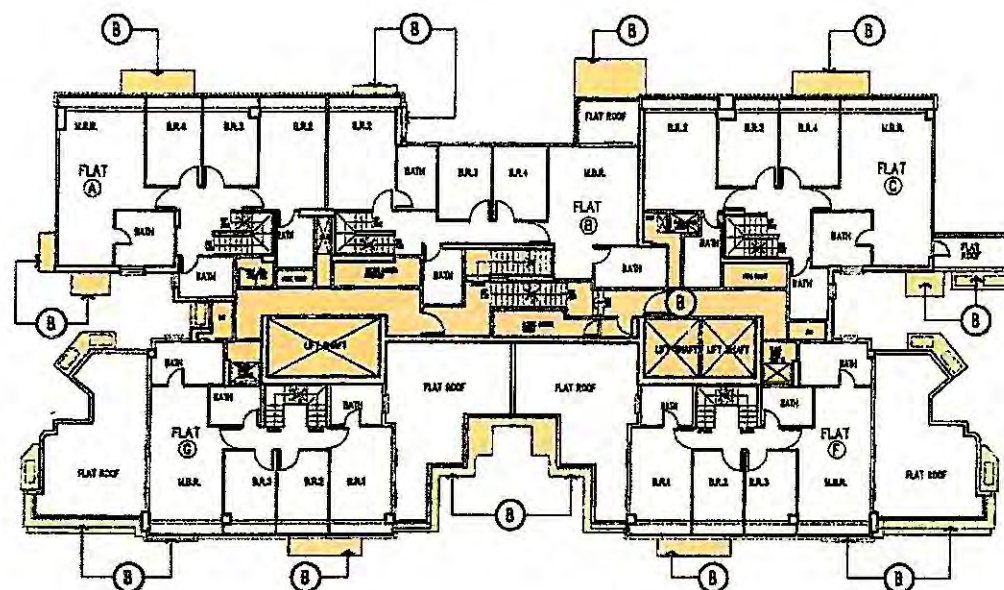
☐ (B) RESIDENTIAL COMMON AREAS
& FACILITIES

(2) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F--48/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.

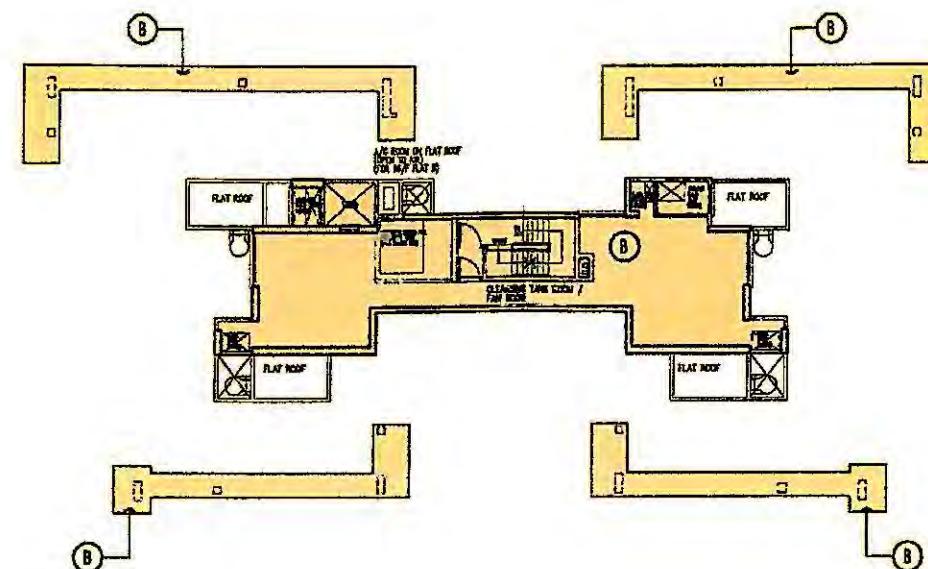

 Ronald
 Authorized Person (Architect)

PROJECT NO. 85069T		小食雜貨公司發展項目 TRADE AND FOODS DEVELOPMENT PROJECT PROPERTY INVESTMENT SERVICES	 Ronald Lu & Partners Planning, Consulting, Survey, Design & Construction Management Services Ronald Lu & Partners (HK) Ltd. 呂氏建築師事務所有限公司 香港分公司	PROJECT TITLE PROPOSED PROPERTY DEVELOPMENT AT STL NO.530 WA ON SHAN, SHA TIN, N.T.	B/L REF: FBL REF:
DRAWING BY H. YAM		SCALE G/SQ SCALE		JML	
CHECKED BY J. CHAN		DATE FORWARDED DEC-24-2014 AT 09:00 AM			
APPROVED BY SHINE HARVEST INTERNATIONAL LTD		DRAWING NUMBER A/DWG/J3			
DATE OF ISSUE NOV-20-2014		CONTRACT NO.		PAGE ACT	

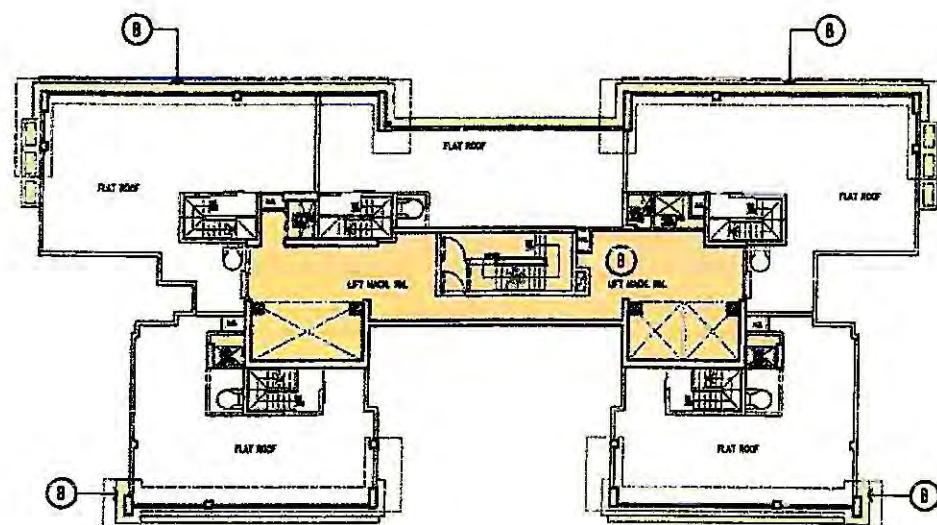
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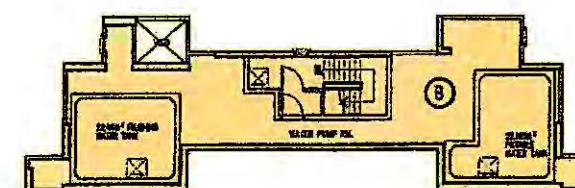
67/F PLAN - TOWER 5



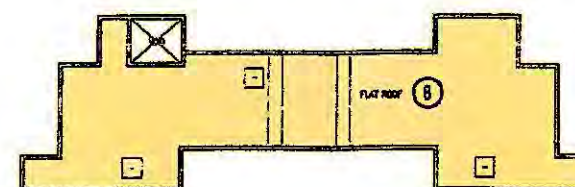
UPPER ROOF PLAN - TOWER 5



ROOF PLAN - TOWER 5



PUMP RM. PLAN - TOWER 5



TOP ROOF PLAN - TOWER 5



LEGEND
 RESIDENTIAL COMMON AREAS & FACILITIES

NOTE:
 (1) THE PLAN IS PREPARED BASING ON THE BUILDING PLANS APPROVED BY BUILDINGS DEPARTMENT ON 08/05/2008.
 (2) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F-49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.

REVISION	DATE	DESCRIPTION	REVISION	DATE	DESCRIPTION
1	08/05/2008	ISSUED FOR APPROVAL	1	08/05/2008	ISSUED FOR APPROVAL
2	08/05/2008	REVISIONS BASED ON COMMENTS	2	08/05/2008	REVISIONS BASED ON COMMENTS
3	08/05/2008	FINAL PLAN FOR CONSTRUCTION	3	08/05/2008	FINAL PLAN FOR CONSTRUCTION
4	08/05/2008	REVISIONS BASED ON COMMENTS	4	08/05/2008	REVISIONS BASED ON COMMENTS
5	08/05/2008	FINAL PLAN FOR CONSTRUCTION	5	08/05/2008	FINAL PLAN FOR CONSTRUCTION

Ronald Lu
LU Ronald
 Authorized Person (Architect)

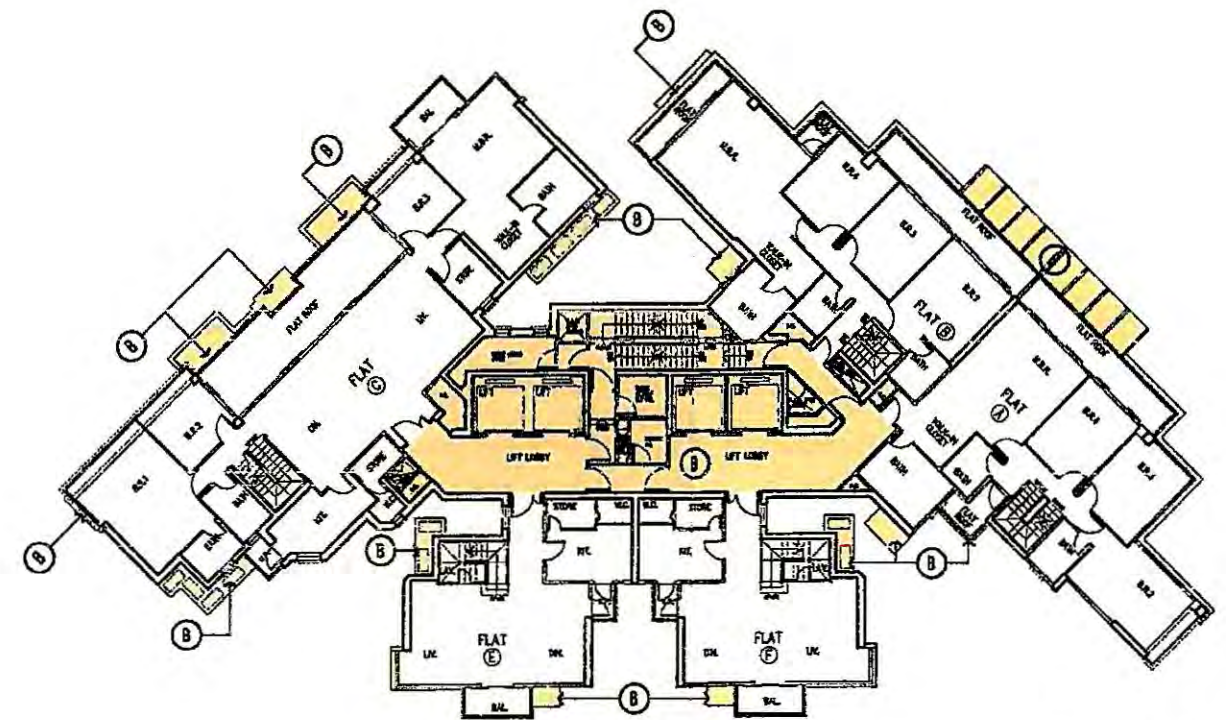
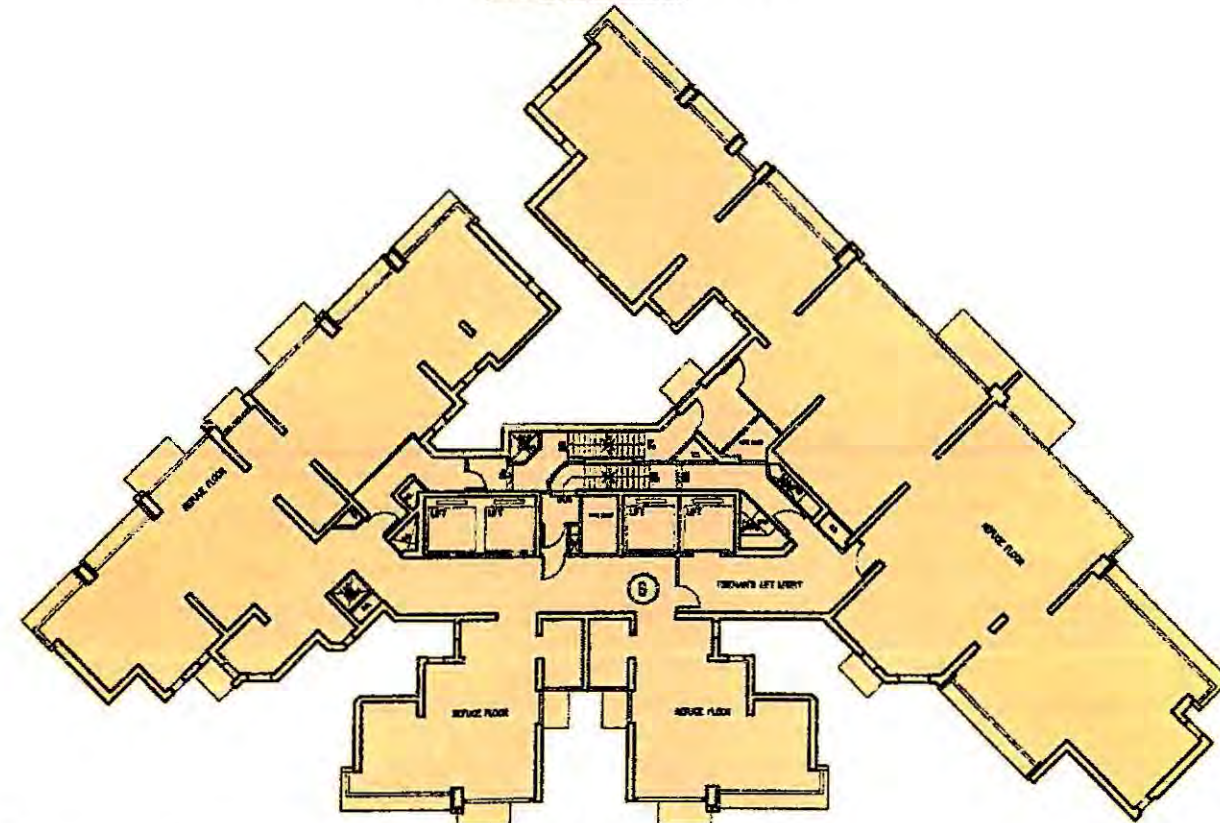
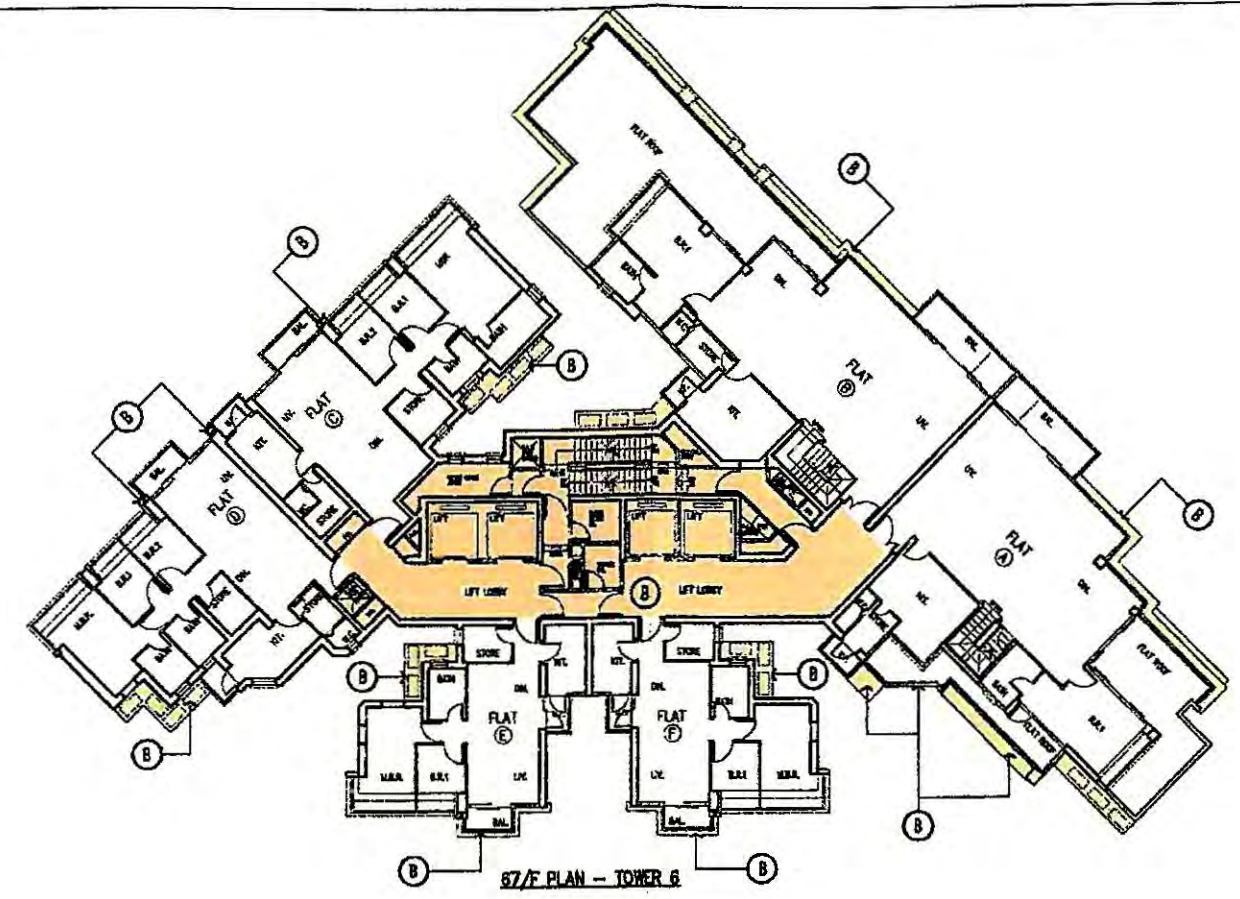
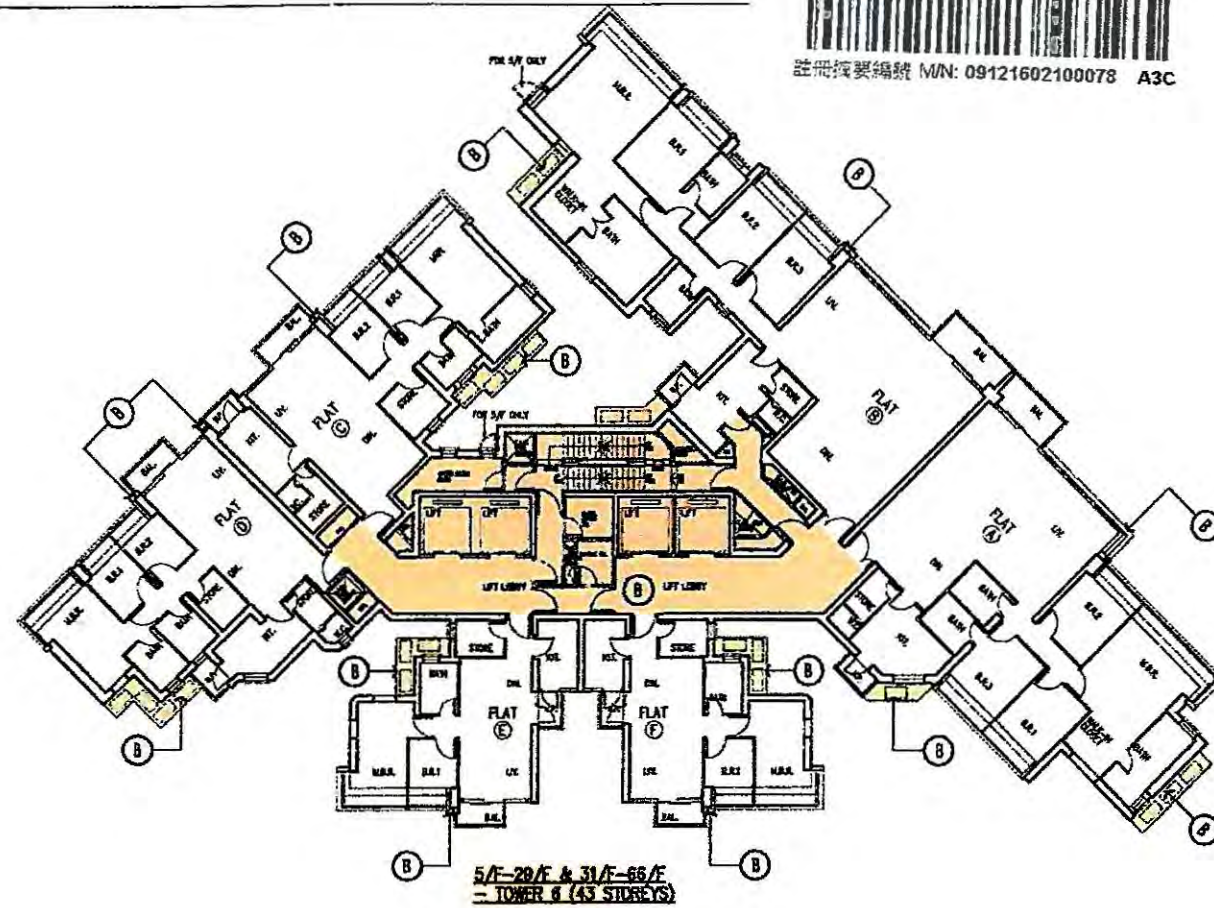
SHINE HARVEST INTERNATIONAL LTD

ronald lu & partners
 Ronald Lu & Partners (HK) Ltd.
 呂志文建築師事務所 (香港) 有限公司

PROJECT TITLE
 PROPOSED PROPERTY DEVELOPMENT
 AT SITE NO.530
 MA CH SHAN, SHA TIN, N.T.

NO. 101
 DATE: 08/05/2008
 DRAWING NO.: 67/F PLAN, ROOF PLAN, UPPER ROOF, PUMP RM. FLOOR AND TOP ROOF PLANS FOR TOWER 5
 SCALE: 1/5
 SHEET NO.: 6

31-17
(35-17)



LEGEND

- ⑧ RESIDENTIAL COMMON AREAS & FACILITIES

NOTE:

- (1) THE PLAN IS PREPARED BASING ON THE BUILDING PLANS APPROVED BY BUILDINGS DEPARTMENT ON 08/05/2009.
- (2) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F-49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.

REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION
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2			2		
3			3		
4			4		
5			5		
6			6		
7			7		
8			8		
9			9		
10			10		

LU Ronald
 Authorized Person (Architect)

PROJECT NO. 05082001
 DESIGNED BY SHINE HARVEST INTERNATIONAL LTD.
 DRAWN BY SHINE HARVEST INTERNATIONAL LTD.
 CHECKED BY SHINE HARVEST INTERNATIONAL LTD.
 DATE 01/01/2009

Ronald Lu & Partners
 Ronald Lu & Partners (HK) Ltd.
 呂志文建築師事務所 (香港) 有限公司

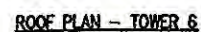
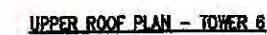
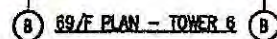
PROJECT TITLE
 PROPOSED PROPERTY DEVELOPMENT
 AT STTL NO.530
 MA ON SHAN, SHA TIN, N.T.
 DRAWING NO. 5/F-20/F & 31/F-66/F PLAN, 30/F REFUGE FLOOR, 57/F AND 68/F PLANS FOR TOWER 6
 DATE 01/01/2009

NO. 101
 NO. 102
 NO. 103
 NO. 104
 NO. 105
 NO. 106
 NO. 107
 NO. 108
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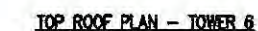


註冊摘要編號 M/N: 09121602100078 A3C



(B) RESIDENTIAL COMMON AREAS & FACILITIES

(2) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F-49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.



AUTHORIZED PERSON'S SIGNATURE
 LU Ronald
 Authorized Person (Architect)

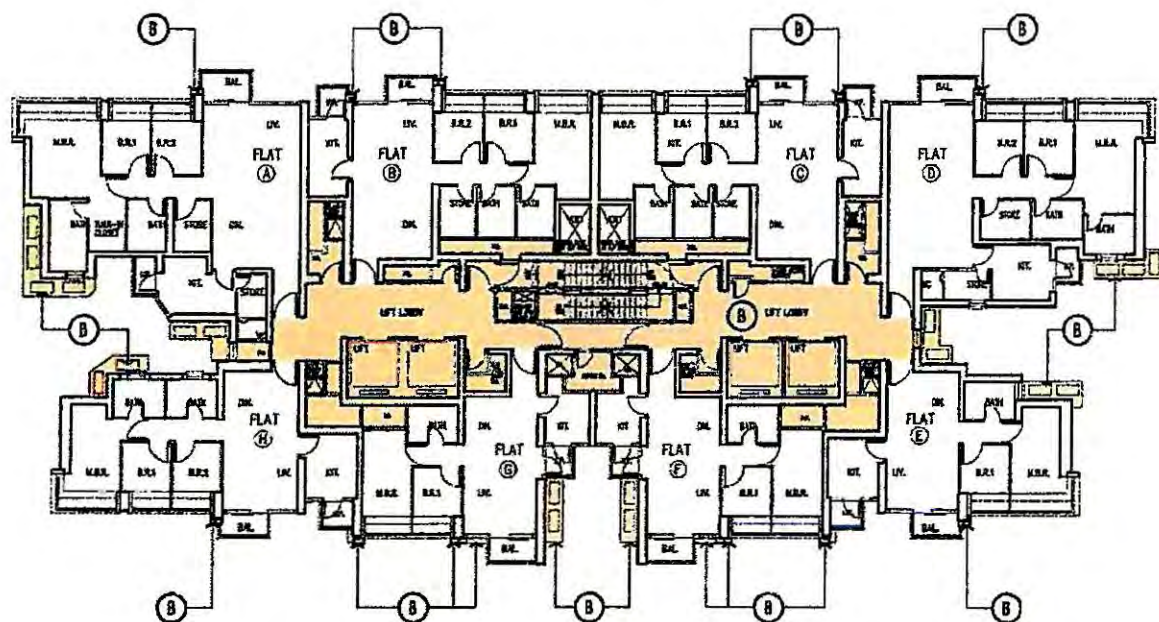
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DESIGNED BY	CV/EN/ME
DRAWN BY	ST/AR
CHECKED BY	OK
APPROVED BY	12
DATE	DEC 2008

九龍實業公司有限公司
SHINE HARVEST INTERNATIONAL LTD
SHINE HARVEST INTERNATIONAL LTD

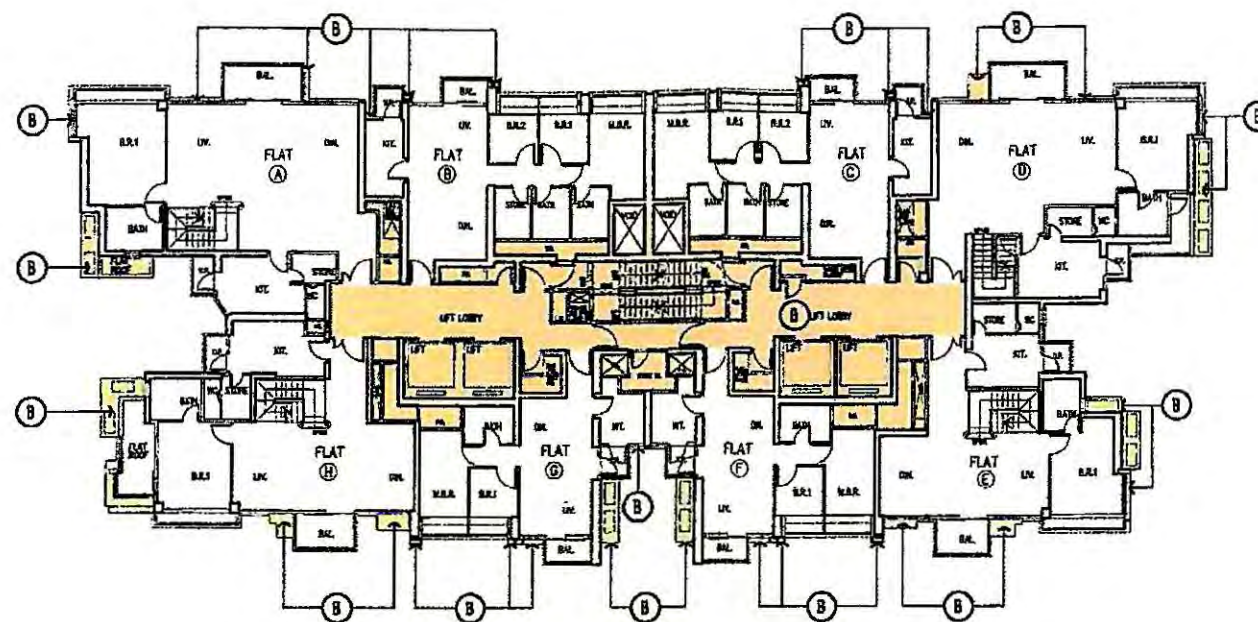
ronald lu & partners
Architects Planners Interior Designers
Ronald Lu & Partners (HK) Ltd
呂元卓建築師事務所(香港)有限公司

PROJECT TITLE	PROPOSED PROPERTY DEVELOPMENT AT STILL NO.530 MA ON SHAN,SHA TN, N.Y.
DRAWING TYPE	69/F PLAN, ROOF PLAN, UPPER ROOF, PUMP RM FLOOR AND TOP ROOF PLANS FOR TOWER 6

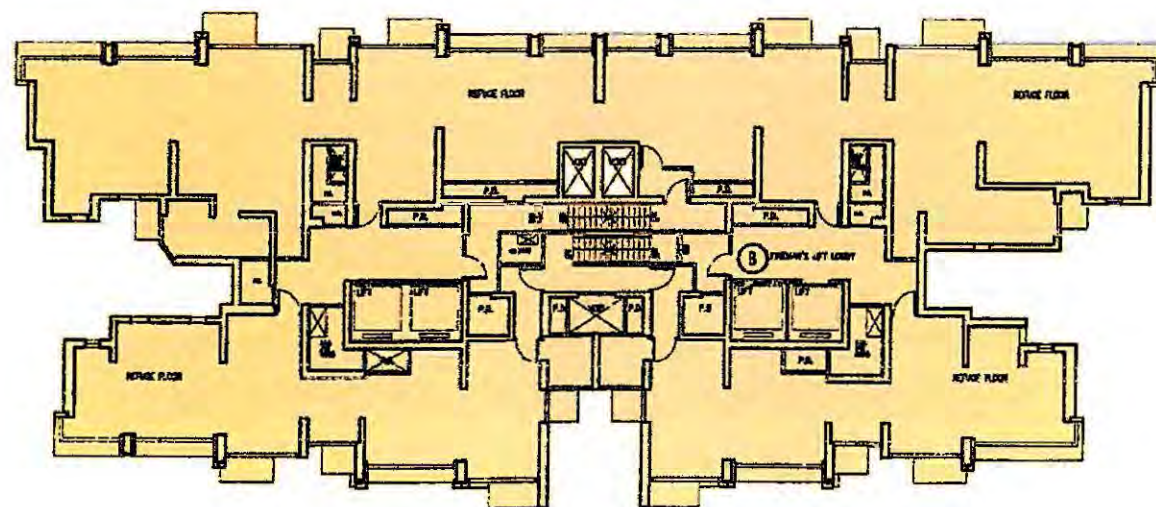
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SQ#	Q88 DATE	DATE
Q88 FLOW#		
DISC#		
DISC#		
DISC#	DATE	REF



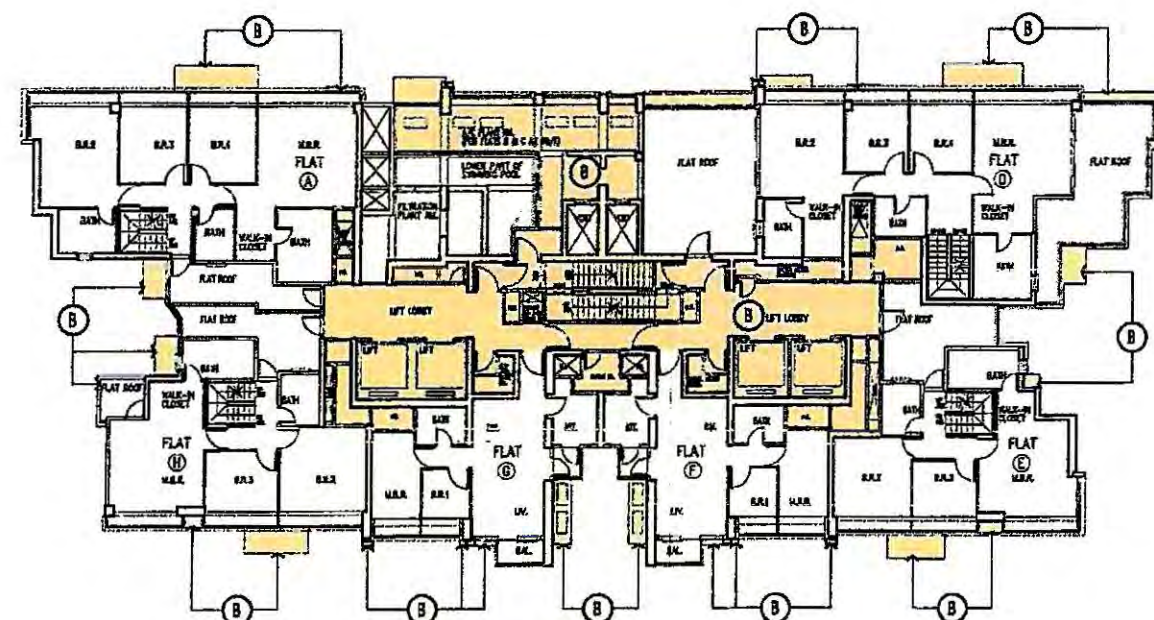
5/F-29/F & 31/F-67/F
- TOWER 7 (44 STOREYS)



68/F PLAN - TOWER 7



30/F REFUGE FLOOR PLAN
- TOWER 7



69/F PLAN - TOWER 7

LEGEND
RESIDENTIAL COMMON AREAS & FACILITIES

NOTE:
(1) THE PLAN IS PREPARED BASING ON THE BUILDING PLANS APPROVED BY BUILDINGS DEPARTMENT ON 08/05/2009.
(2) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F-49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.

0 1 3 5 10m

REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION
1	08/05/2009	ISSUED FOR APPROVAL	1	08/05/2009	ISSUED FOR APPROVAL	1	08/05/2009	ISSUED FOR APPROVAL	1	08/05/2009	ISSUED FOR APPROVAL
2	08/05/2009	ISSUED FOR APPROVAL	2	08/05/2009	ISSUED FOR APPROVAL	2	08/05/2009	ISSUED FOR APPROVAL	2	08/05/2009	ISSUED FOR APPROVAL
3	08/05/2009	ISSUED FOR APPROVAL	3	08/05/2009	ISSUED FOR APPROVAL	3	08/05/2009	ISSUED FOR APPROVAL	3	08/05/2009	ISSUED FOR APPROVAL
4	08/05/2009	ISSUED FOR APPROVAL	4	08/05/2009	ISSUED FOR APPROVAL	4	08/05/2009	ISSUED FOR APPROVAL	4	08/05/2009	ISSUED FOR APPROVAL
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9	08/05/2009	ISSUED FOR APPROVAL	9	08/05/2009	ISSUED FOR APPROVAL	9	08/05/2009	ISSUED FOR APPROVAL	9	08/05/2009	ISSUED FOR APPROVAL
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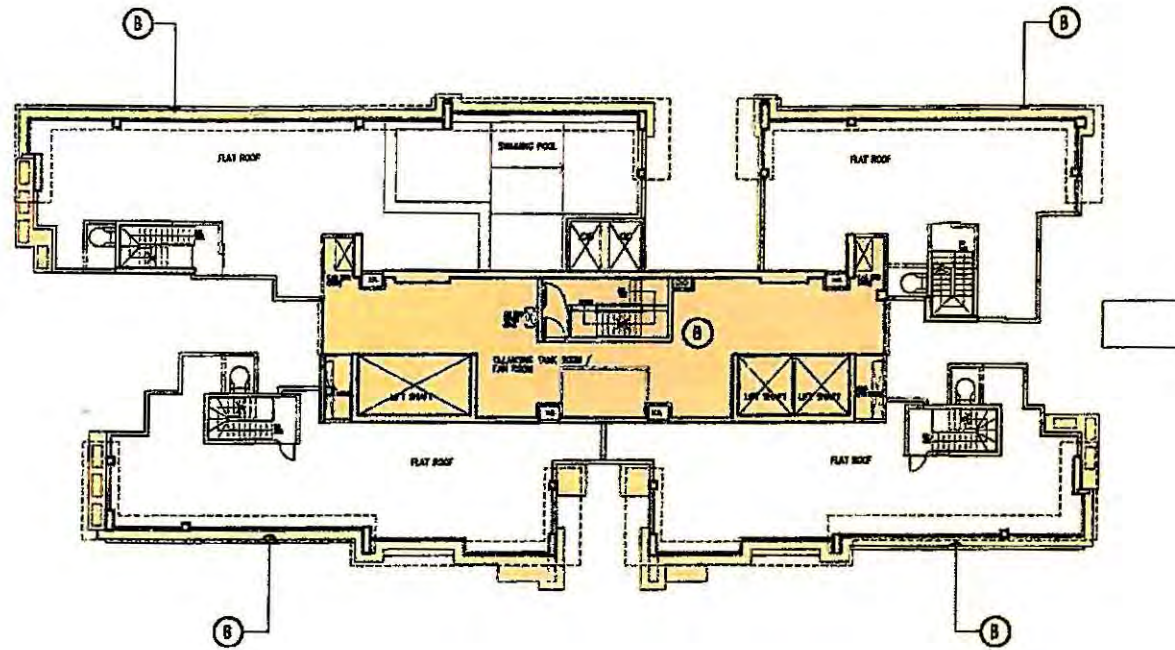
LU Ronald
Authorized Person (Architect)

SHINE HARVEST
INTERNATIONAL LTD

ronald lu & partners
Ronald Lu & Partners (HK) Ltd.
呂元仲建築師事務所 (香港) 有限公司

PROPOSED PROPERTY DEVELOPMENT
AT STL NO.530
MA ON SHAN, SHA TIN, N.T.
5/F-29/F & 31/F-67/F, 30/F
REFUGE FLOOR, 68/F AND 69/F PLANS
FOR TOWER 7

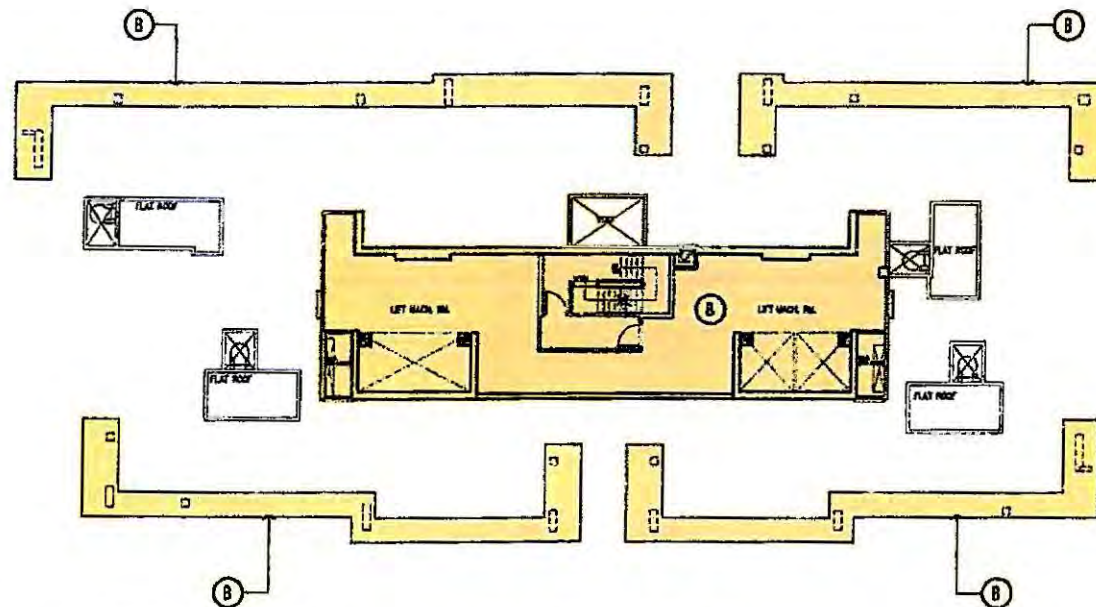
NO. 101
SCALE
DATE: JUN 2009
DRAWN: A/CMS/118
CHECKED: N/A
REV. 1



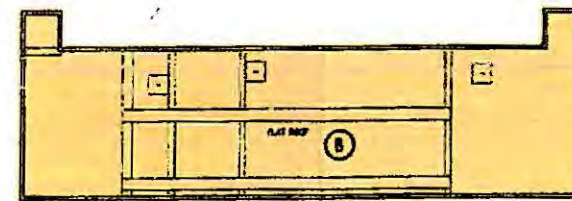
ROOF PLAN - TOWER 7



PUMP RM. PLAN - TOWER 7



UPPER ROOF PLAN - TOWER 7



TOP ROOF PLAN - TOWER 7

LEGEND

- B RESIDENTIAL COMMON AREAS & FACILITIES
- C ESTATE COMMON AREAS & FACILITIES

NOTE:

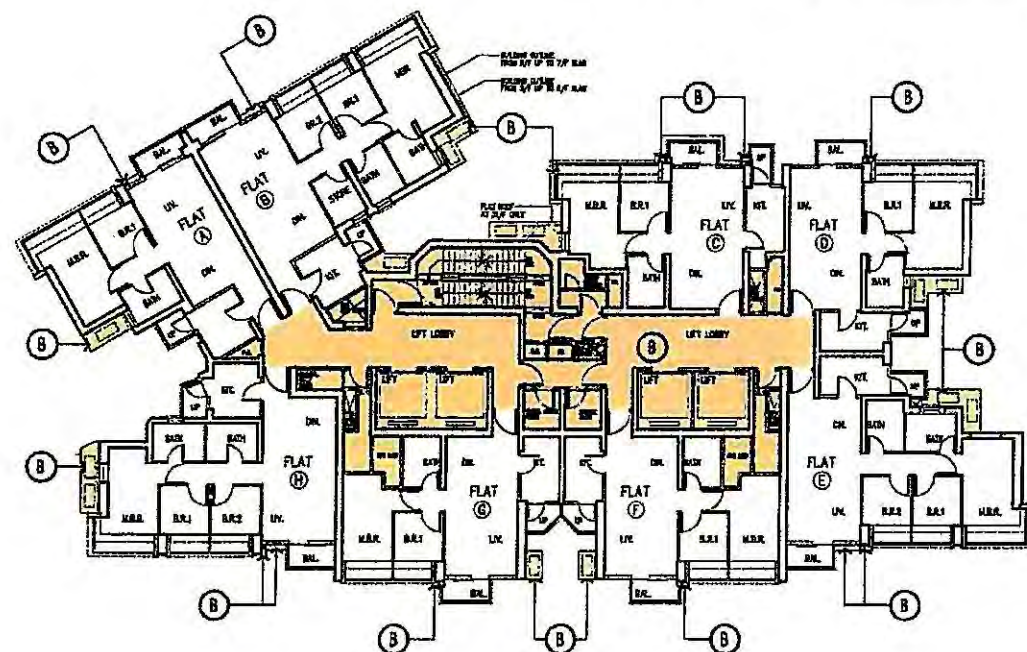
- (1) THE PLAN IS PREPARED BASING ON THE BUILDING PLANS APPROVED BY BUILDINGS DEPARTMENT ON 08/05/2009.
- (2) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F-49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.



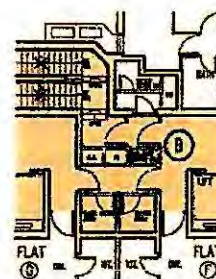
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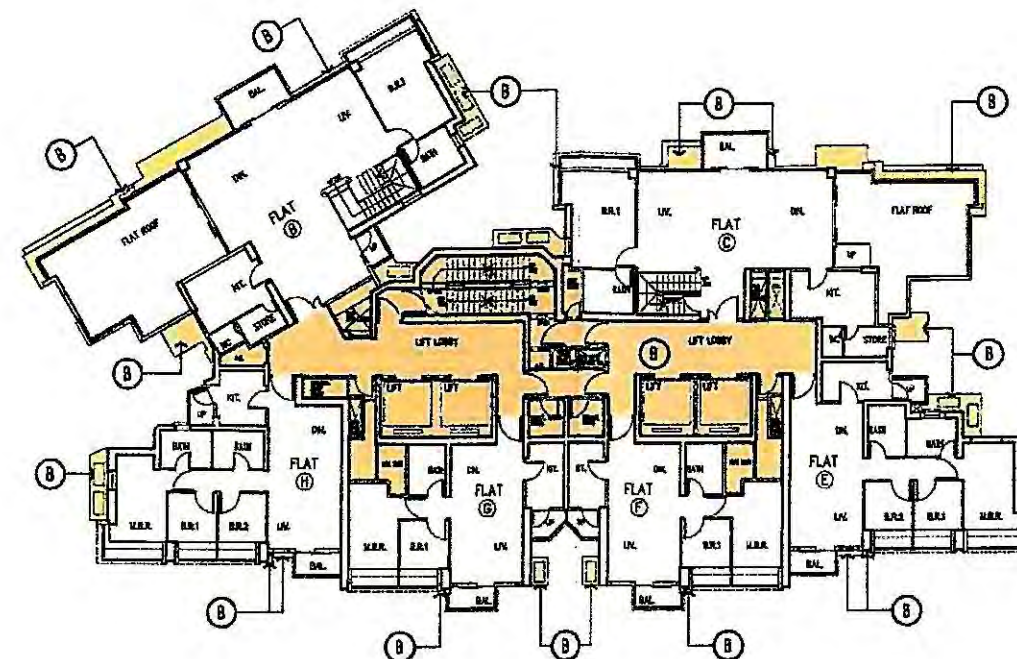
註冊編號 M/N: 09121602100078 A3C



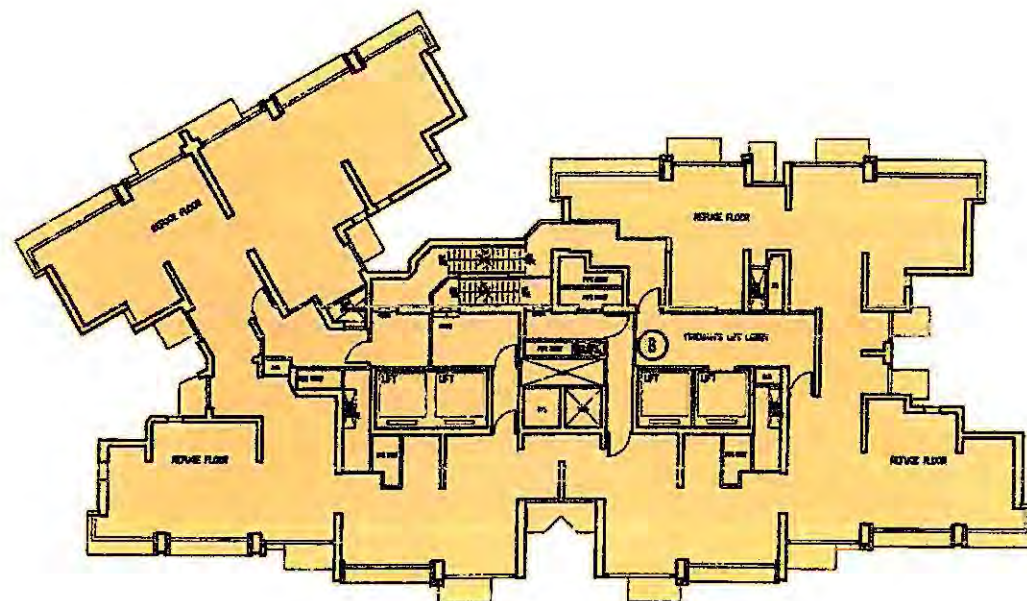
5/F-29/F & 31/F-66/F PLAN
- TOWER 8 (43 STOREYS)



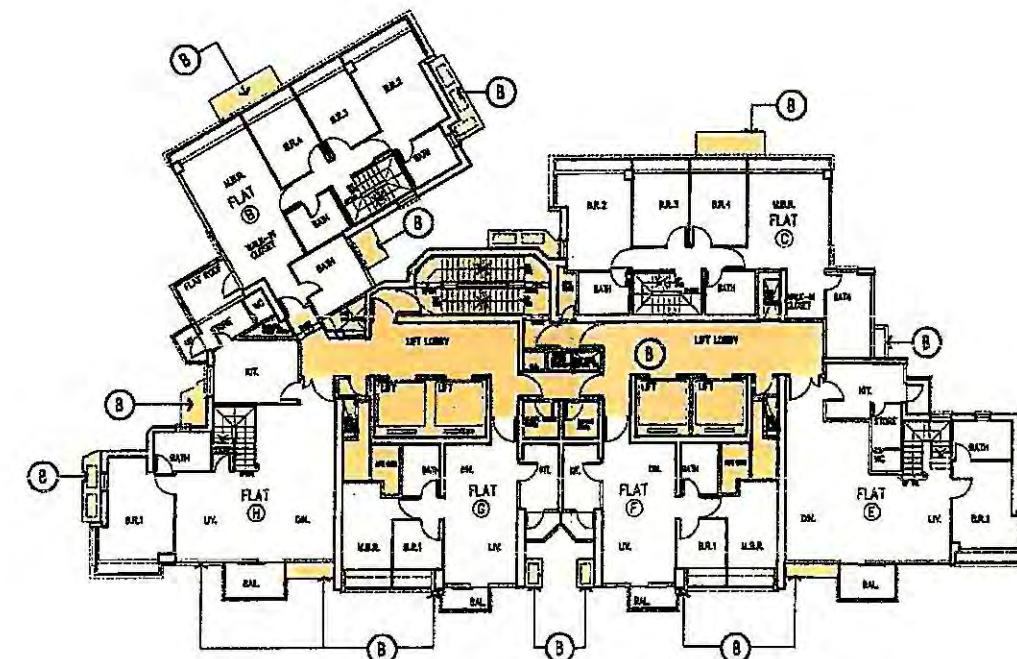
PART PLAN OF 66/F PLAN
- TOWER 8 (1 STOREY)



67/F PLAN - TOWER 8



REFUGE FLOOR PLAN
30/F - TOWER 8



68/F PLAN - TOWER 8

LEGEND

RESIDENTIAL COMMON AREAS & FACILITIES

NOTE:

- (1) THE PLAN IS PREPARED BASING ON THE BUILDING PLANS APPROVED BY BUILDINGS DEPARTMENT ON 08/05/2009.
- (2) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F-49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.

0 1 3 5 10m

REVISION	DATE	DESCRIPTION	REVISION	DATE	DESCRIPTION	REVISION	DATE	DESCRIPTION	REVISION	DATE	DESCRIPTION
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5			6			7			8		
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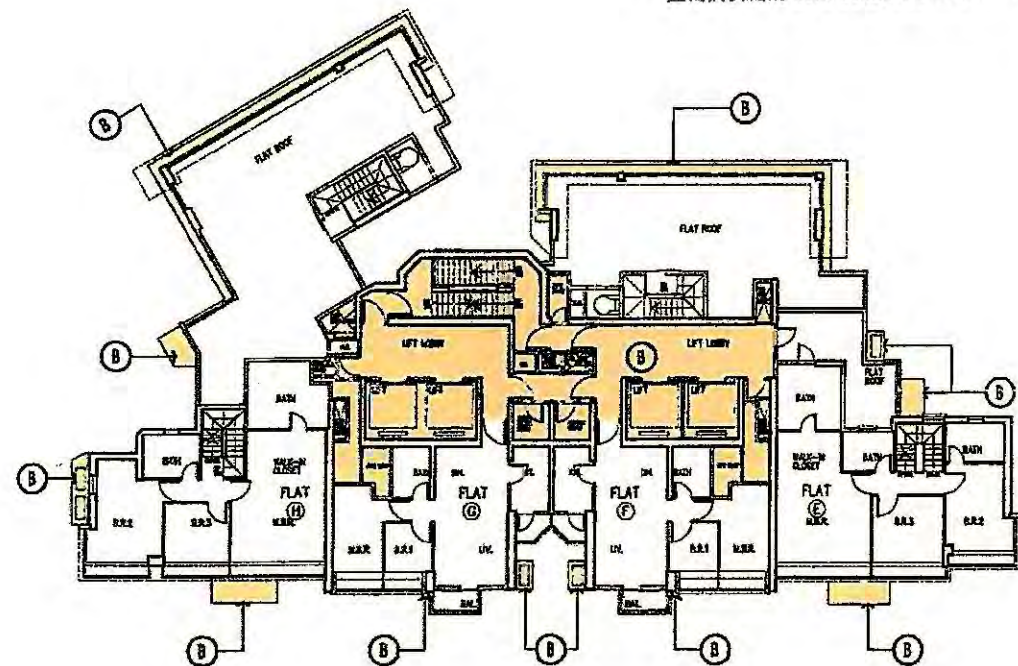
LU Ronald
Authorized Person (Architect)

SHINE HARVEST
INTERNATIONAL LTD

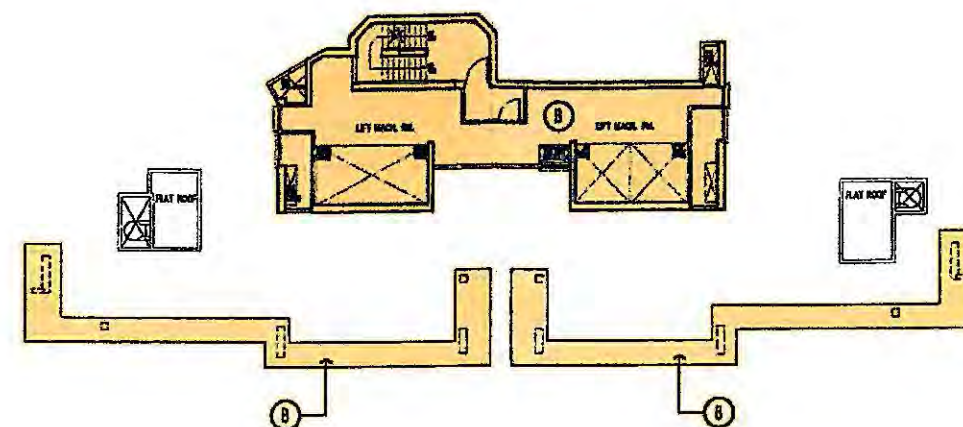
ronald lu & partners
Ronald Lu & Partners (HK) Ltd.
羅元輝建築師事務所 (香港) 有限公司

PROPOSED PROPERTY DEVELOPMENT
AT SITE NO.530
MA ON SHAN, SHA TIN, N.T.
DRAWING TITLE
5/F-29/F & 31/F-66/F PLANS, 30/F
REFUGE FLOOR, 67/F AND 68/F PLANS
FOR TOWER 8

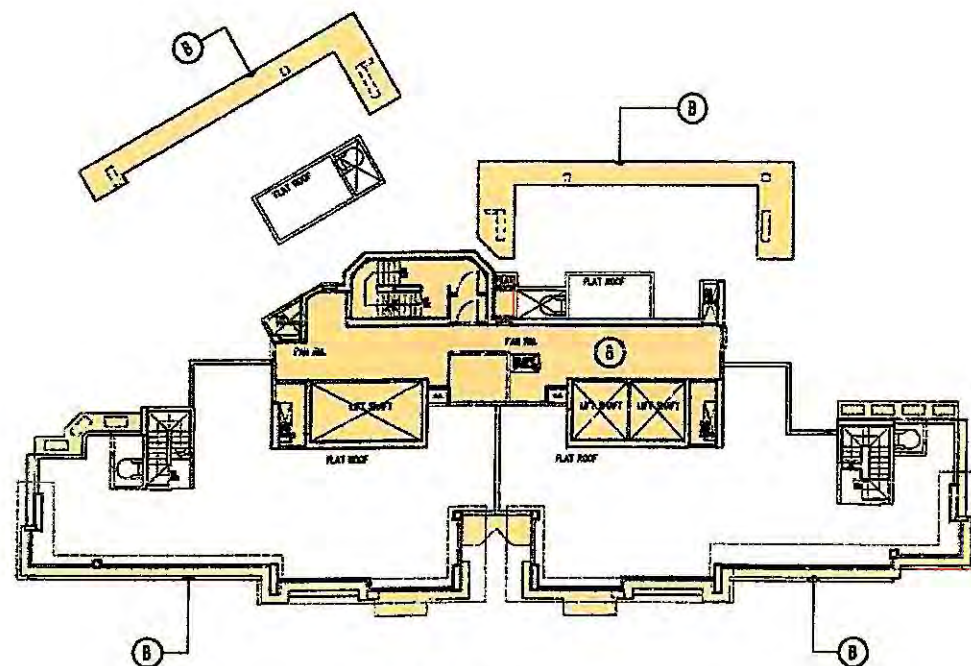
NO. 101
OF 101/102
SCALE
DATE
2009
DRAWN
CHECKED
DATE
2009



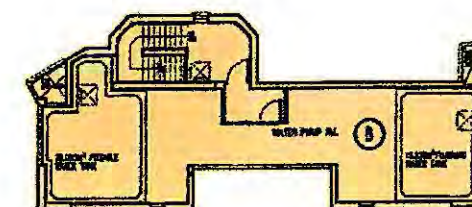
69/F PLAN - TOWER B



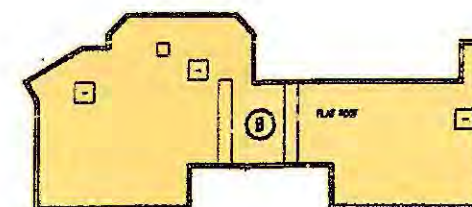
UPPER ROOF PLAN - TOWER B



ROOF PLAN - TOWER B



PUMP RM. FLOOR PLAN - TOWER B



TOP ROOF PLAN - TOWER B

LEGEND

RESIDENTIAL COMMON AREAS & FACILITIES

NOTE:

- (1) THE PLAN IS PREPARED BASING ON THE BUILDING PLANS APPROVED BY BUILDINGS DEPARTMENT ON 08/05/2009.
- (2) THERE IS NO TOWER 'A' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F-49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.

REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION
1	08/05/2009	ISSUED FOR APPROVAL			
2	08/05/2009	REVISED BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT			
3	08/05/2009	REVISED BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT			
4	08/05/2009	REVISED BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT			
5	08/05/2009	REVISED BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT			
6	08/05/2009	REVISED BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT			
7	08/05/2009	REVISED BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT			
8	08/05/2009	REVISED BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT			
9	08/05/2009	REVISED BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT			
10	08/05/2009	REVISED BASED ON THE APPROVAL BY BUILDINGS DEPARTMENT			

LU Ronald
Authorized Person (Architect)

PROJECT NO.
09/05/09
DESIGNED BY
LU RONALD
CHECKED BY
LU RONALD
DATE
08/05/2009

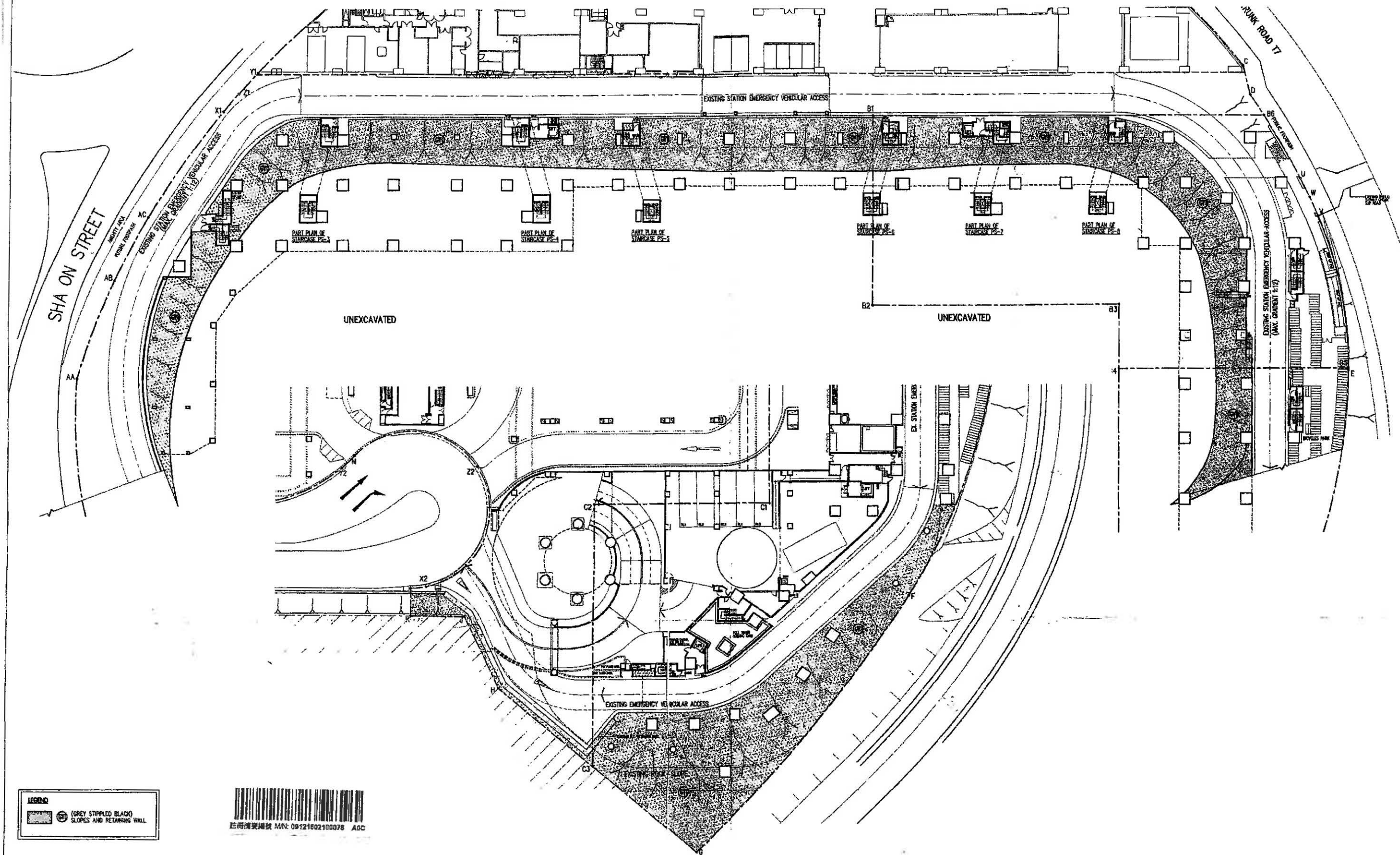
SHINE HARVEST
INTERNATIONAL LTD.

ronald lu & partners
Ronald Lu & Partners (HK) Ltd.
高爾路建築師事務所 (香港) 有限公司

PROPOSED PROPERTY DEVELOPMENT
AT STIL NO.530
MA ON SHAN, SHA TIN, N.T.
69/F PLAN, ROOF PLAN, UPPER ROOF,
PUMP RM. FLOOR AND
TOP ROOF PLANS FOR TOWER B

REV. NO.
01/05/09
REV. DATE
08/05/2009
DRAWN BY
A/08/09
CHECKED BY
A/08/09
DATE
08/05/2009
SCALE
1:1000
SHEET NO.
1/1

0 1 3 5 10m



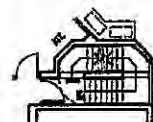
LEGEND
 (GREY STIPPLED BLACK)
 SLOPES AND RETAINING WALL

註冊編號 MAN: 09121002100078 AGC

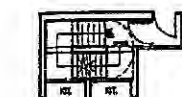
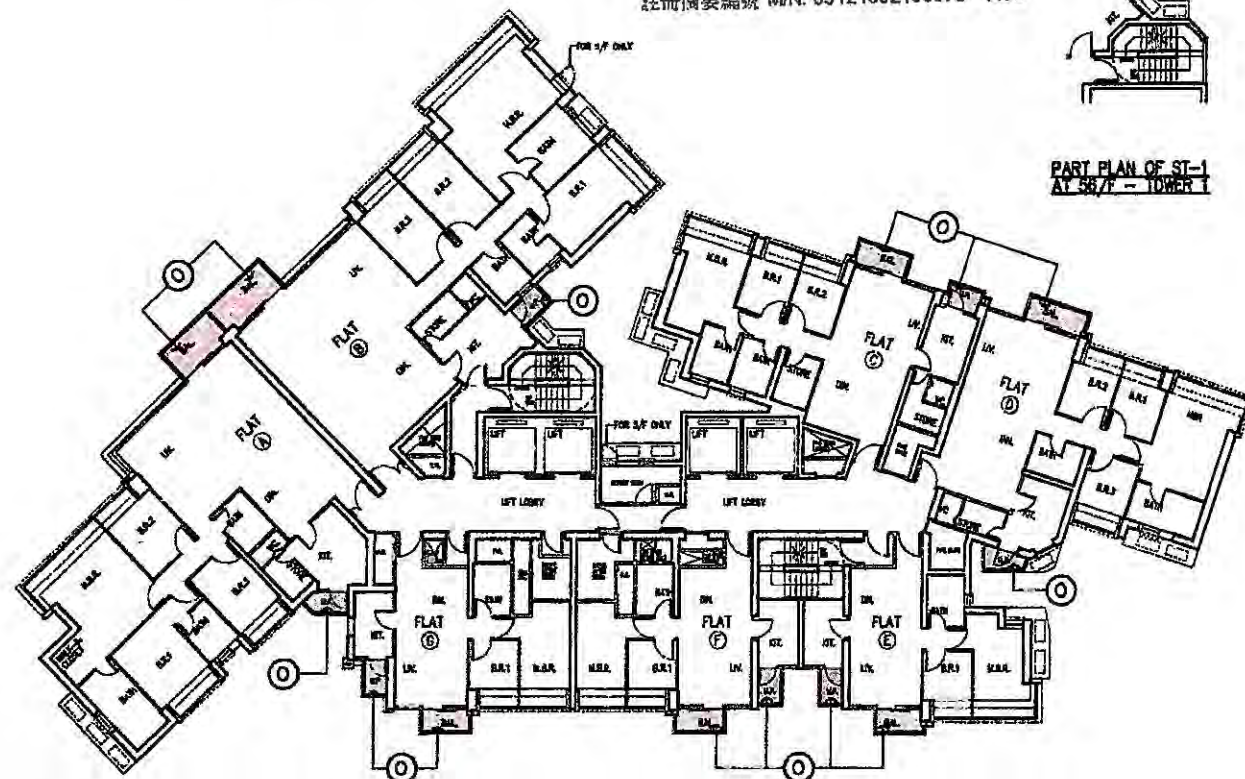
20/03/08	FIRST ISSUE	01/07/08	SIXTH ISSUE (INCORPORATION OF LAND REGISTRY SURVEYOR'S WORKS)	APPROVED PERSON'S SIGNATURE	PROJECT NO. 530/08/01	PROPOSED PROPERTY DEVELOPMENT AT STL NO. 530 NA ON SHAN, SHA TIN, N.T.	NO. 107
29/03/08	DESIGNER'S COMMENT MEMO INCORPORATED				DESIGNED BY	SHINE HARVEST INTERNATIONAL LTD	SCALE 1:500
31/03/08	SECOND ISSUE (BASING ON DEP. APPROVED ON 22/03/08)				DRAWN BY		CAD DRAWING
24/04/08	THIRD ISSUE (BASING ON DEP. APPROVED ON 15/04/08)				CHECKED BY		DATE
02/05/08	FOURTH ISSUE (REV. REVISION)				APPROVED BY		DRAWING NUMBER
04/05/08	FIFTH ISSUE (BASING ON DEP. APPROVED ON 30/04/08)				DATE		CONTRACT NO.
02/06/08	SIXTH ISSUE (BASING ON DEP. APPROVED ON 05/05/08)						
REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION		

31-24
(35-24)

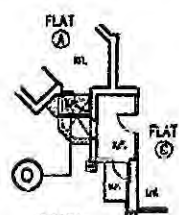
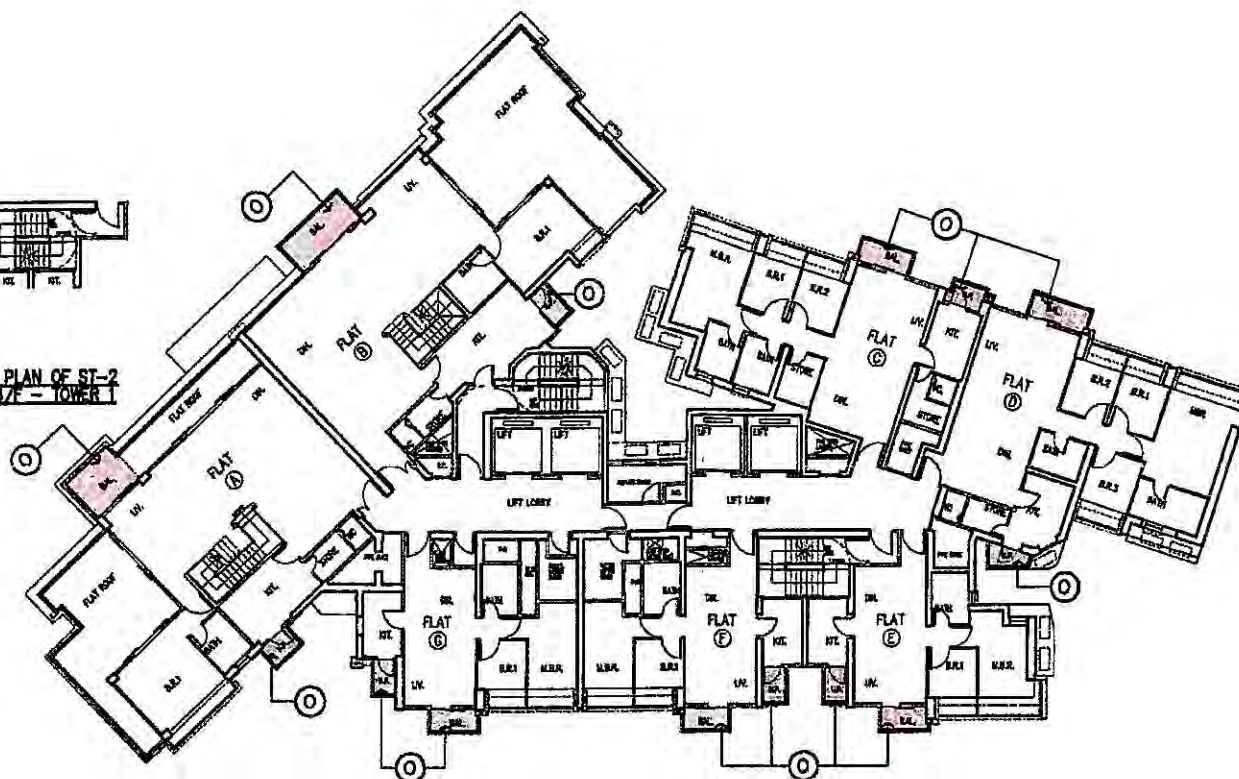
註冊編號 M/N: 09121602100078 A3C



PART PLAN OF ST-1
AT 58/F - TOWER 1

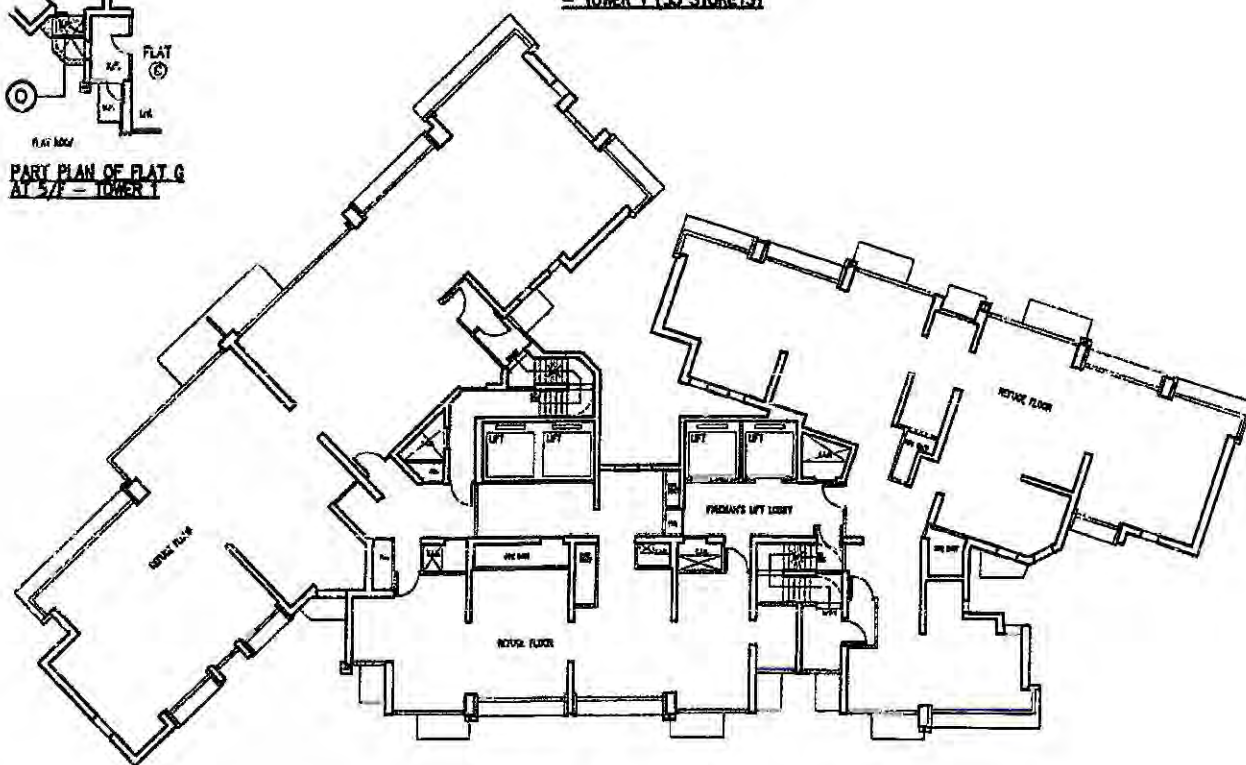


PART PLAN OF ST-2
AT 58/F - TOWER 1

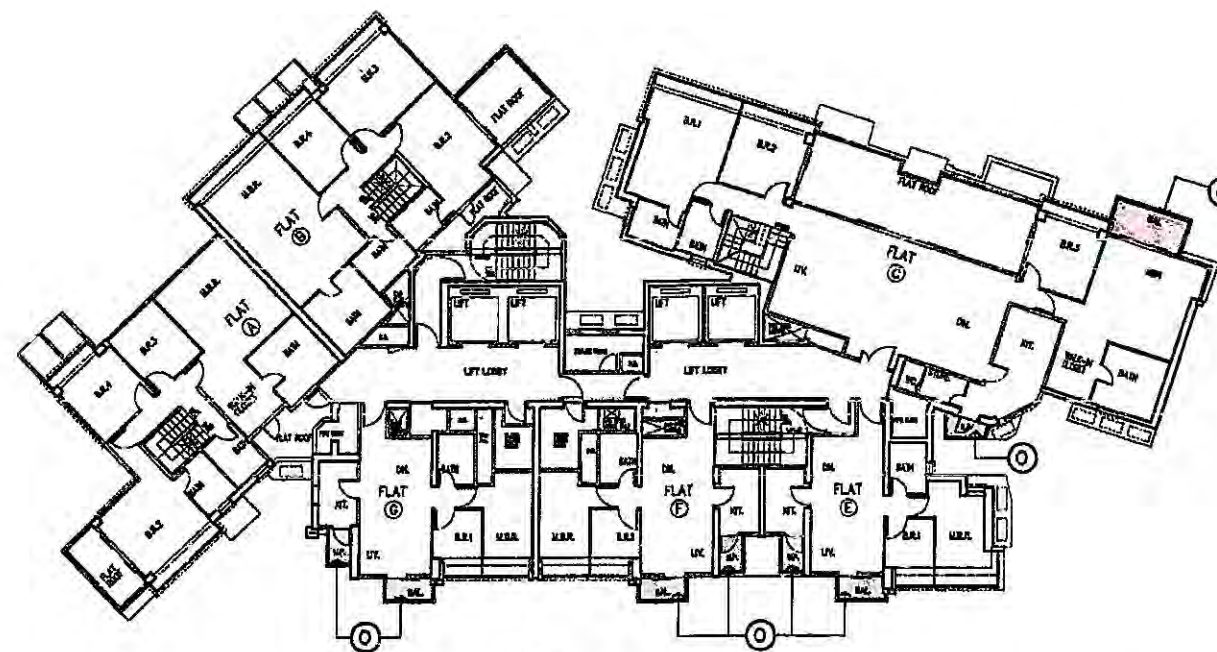


PART PLAN OF FLAT G
AT 5/F - TOWER 1

5/F-29/F & 31/F-58/F
- TOWER 1 (35 STOREYS)



57/F
- TOWER 1 (1 STOREY)



55/F
- TOWER 1 (1 STOREY)

30/F REFUGE FLOOR PLAN
- TOWER 1

0 1 3 5 10m

LEGEND

○ NON-ENCLOSED AREAS

NOTE:

- (1) THE PLAN IS PREPARED BASING ON THE BUILDING PLANS APPROVED BY BUILDINGS DEPARTMENT ON 08/05/2009.
- (2) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F-49/F, 53/F, 54/F & 58/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.

REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION
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8			8			8		
9			9			9		
10			10			10		

LU Ronald
Authorized Person (Architect)

PROJECT NO.
10/2008
DESIGNED BY
SHINE HARVEST
INTERNATIONAL LTD

SHINE HARVEST
INTERNATIONAL LTD

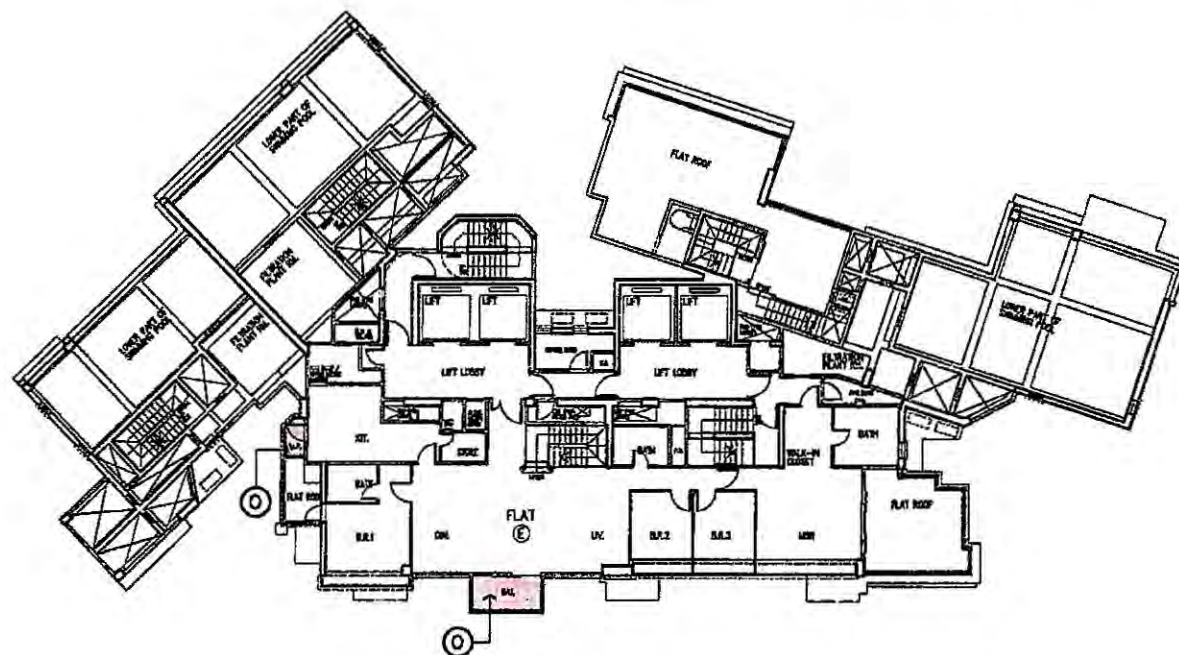
ronald lu
a partners
Ronald Lu & Partners (HK) Ltd.
香港新城市廣場 (新城市廣場) 有限公司

PROPOSED PROPERTY DEVELOPMENT
AT STL NO.530
HA ON SHAN SHA TIN, N.T.
5/F-29/F & 31/F-58/F, 30/F REFUGE
FLOOR PLAN, 57/F AND 55/F PLANS
FOR TOWER 1

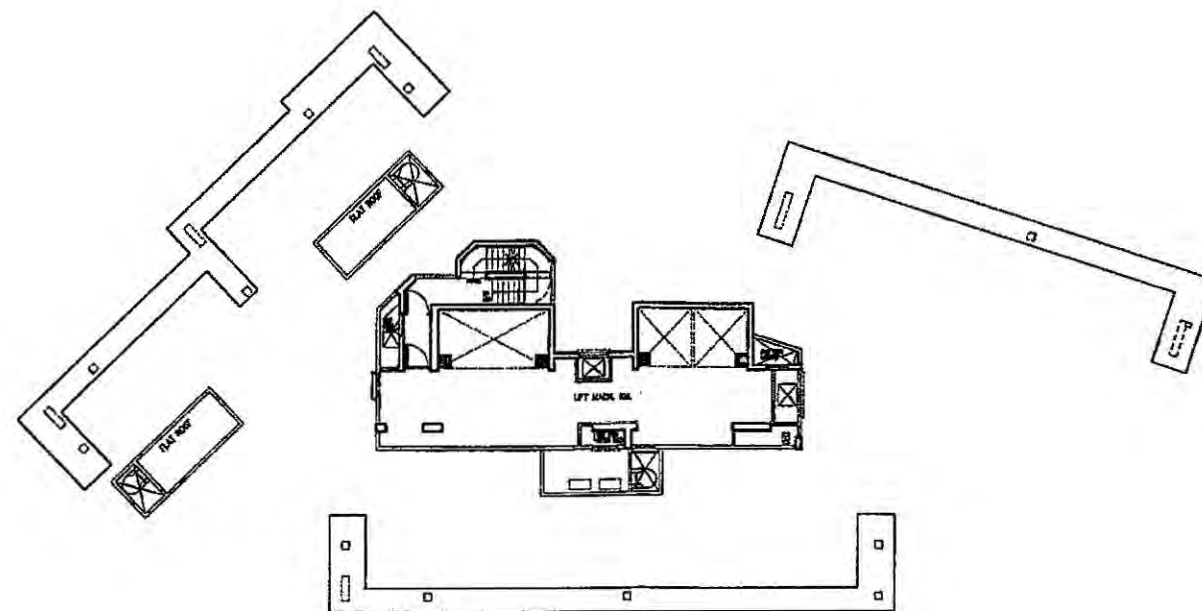
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NO. 119
NO. 120



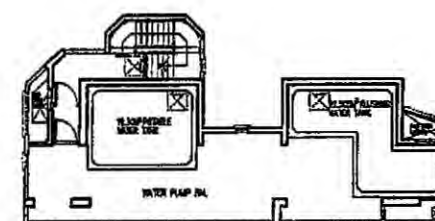
註冊編號 M/N: 09121602100078 A3C



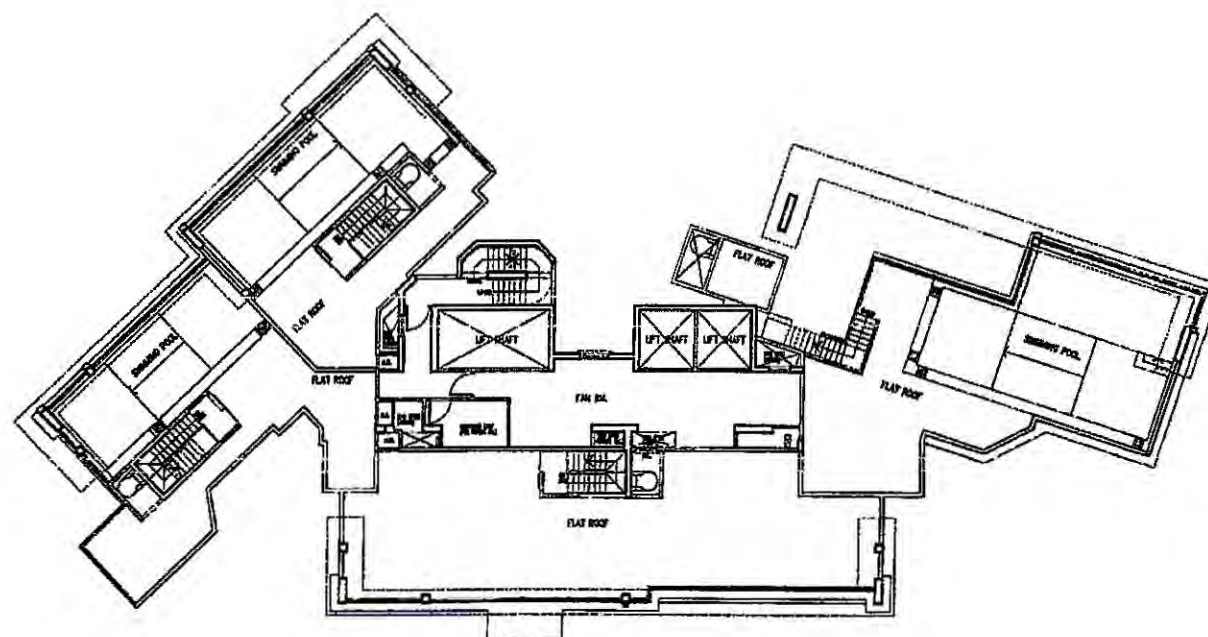
60/F
= TOWER 1 (1 STOREY)



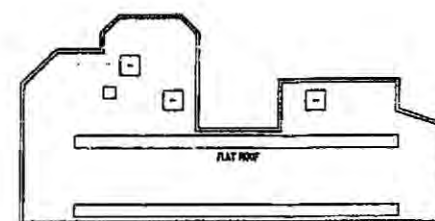
UPPER ROOF PLAN - TOWER 1



PUMP RM. PLAN - TOWER 1



ROOF PLAN - TOWER 1



TOP ROOF PLAN - TOWER 1

0 1 3 5 10m

LEGEND

① NON-ENCLOSED AREAS

NOTE

- (1) THE PLAN IS PREPARED BASING ON THE BUILDING PLANS APPROVED BY BUILDINGS DEPARTMENT ON 08/05/2009.
- (2) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F-49/F, 53/F, 54/F & 58/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.

REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION
1	08/05/2009	ISSUED FOR BUILDING ON SITE APPROVED BY BUILDINGS DEPARTMENT			
2	08/05/2009	ISSUED FOR BUILDING ON SITE APPROVED BY BUILDINGS DEPARTMENT			
3	08/05/2009	ISSUED FOR BUILDING ON SITE APPROVED BY BUILDINGS DEPARTMENT			
4	08/05/2009	ISSUED FOR BUILDING ON SITE APPROVED BY BUILDINGS DEPARTMENT			
5	08/05/2009	ISSUED FOR BUILDING ON SITE APPROVED BY BUILDINGS DEPARTMENT			

Ronald Lu
LU Ronald
Authorized Person (Architect)

PROJECT NO.
DISBURSANT
RECEIVED BY
DATE
PROJECT BY
DATE
PROJECT BY
DATE

SHINE HARVEST
INTERNATIONAL LTD

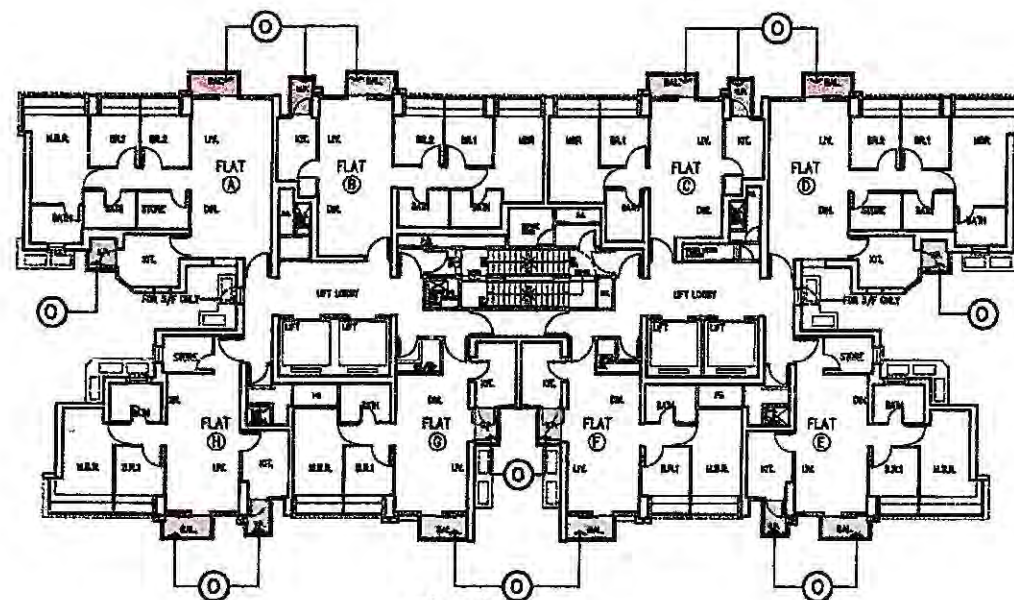
ronald lu
& partners
Ronald Lu & Partners (HK) Ltd.
香港國際物業發展有限公司 (香港) 有限公司

PROJECT TITLE
PROPOSED PROPERTY DEVELOPMENT
AT STL NO.530
MA ON SHAN, SHA TIN, N.T.
DRAWING TITLE
60/F PLAN, ROOF PLAN, UPPER ROOF,
PUMP RM. FLOOR AND TOP ROOF PLANS
FOR TOWER 1

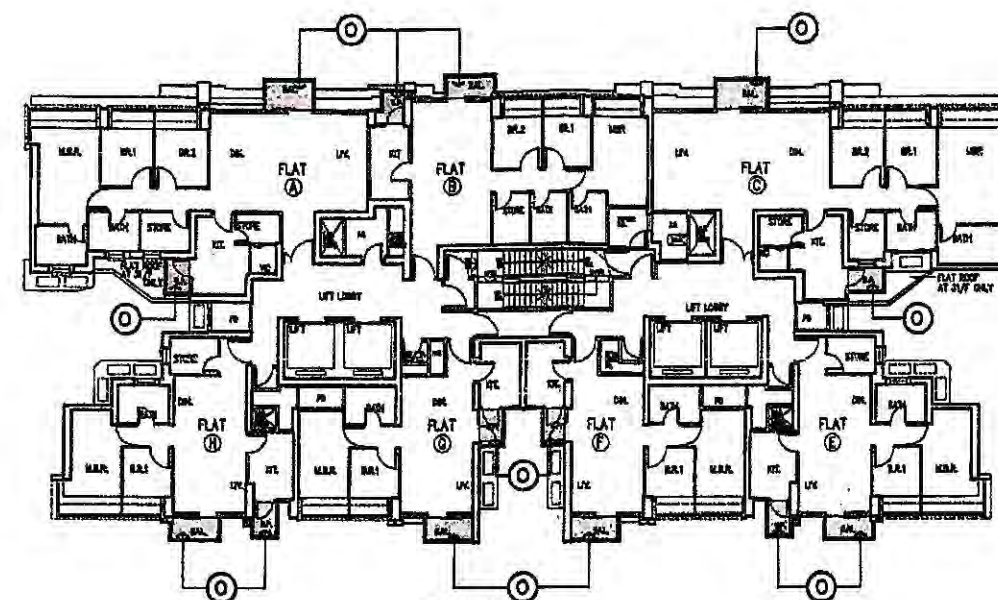
REV NO.
REV DATE
SCALE
DATE
DRAWING NO.
A/02/02
CONTRACT NO.
SHEET NO.
5



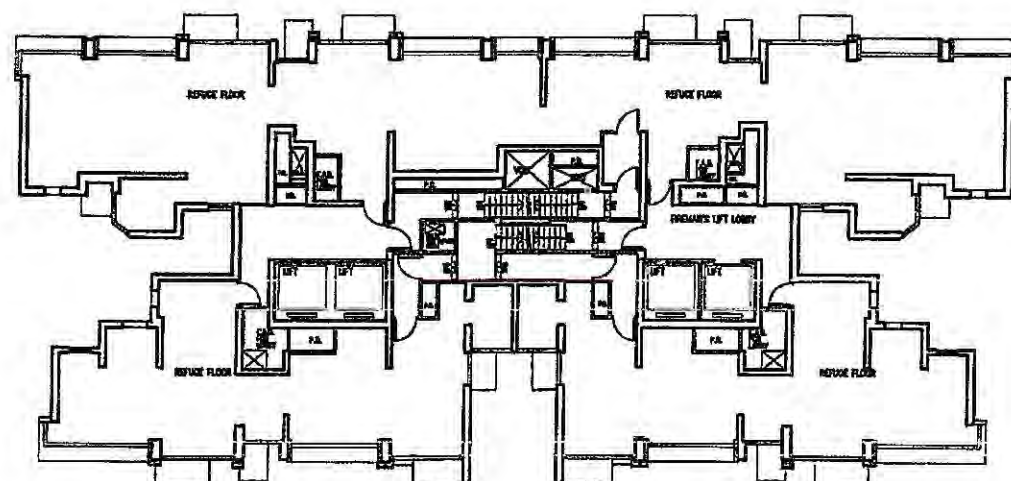
註冊編號 MN: 09121602100078 A3C



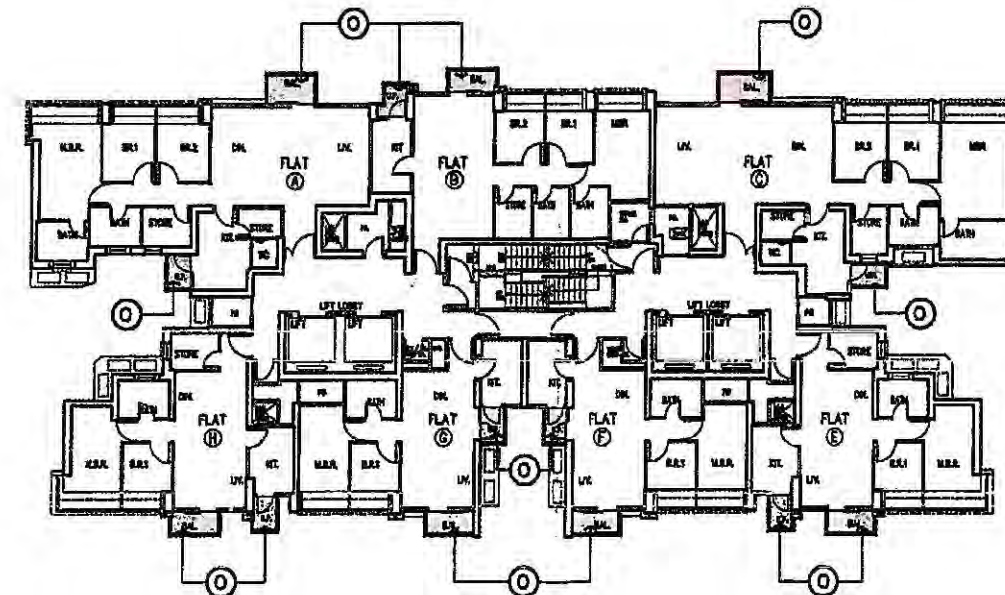
5/F-28/F
- TOWER 2 (22 STOREYS)



31/F-58/F
- TOWER 2 (15 STOREYS)



30/F REFUGE FLOOR PLAN
- TOWER 2



60/F PLAN - TOWER 2

LEGEND

NON-ENCLOSED AREAS

NOTE:

- (1) THE PLAN IS PREPARED BASING ON THE BUILDING PLANS APPROVED BY BUILDINGS DEPARTMENT ON 08/05/2009.
- (2) THERE IS NO TOWER 'A' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F-49/F, 53/F, 54/F & 58/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.

0 1 3 5 10m

REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION
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10			10			10		

Ronald
Lu Ronald
Authorized Person (Architect)



SHINE HARVEST
INTERNATIONAL LTD

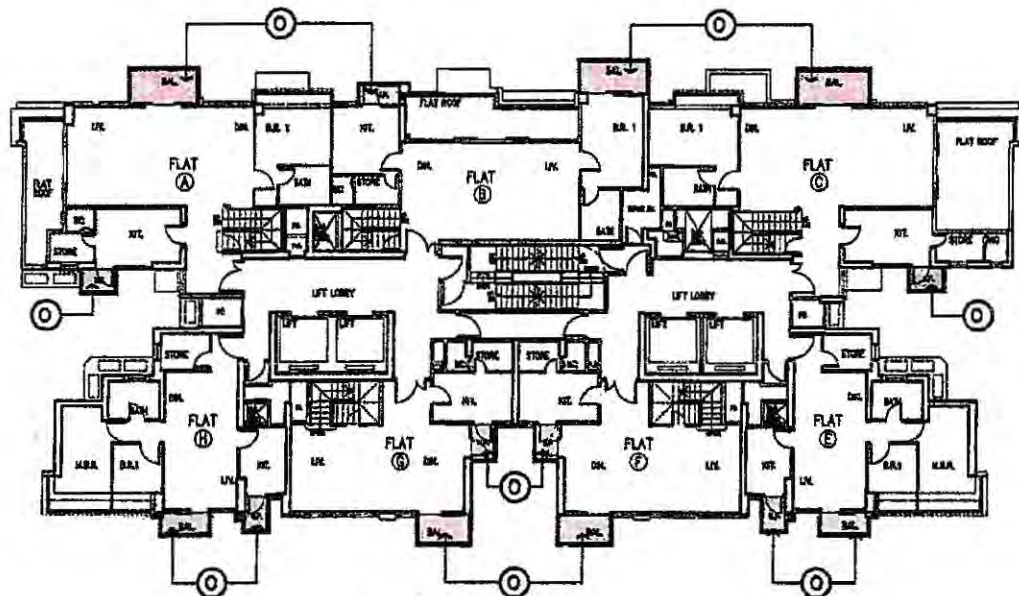
ronald lu & partners
Ronald Lu & Partners (HK) Ltd.
羅朗達建築師事務所 (香港) 有限公司

PROJECT TITLE
PROPOSED PROPERTY DEVELOPMENT
AT S/T/L NO.530
MA ON SHAN, SHA TIN, N.T.
DRAWING TITLE
5/F-28/F, 30/F REFUGE FLOOR,
31/F-58/F AND 60/F PLANS
FOR TOWER 2

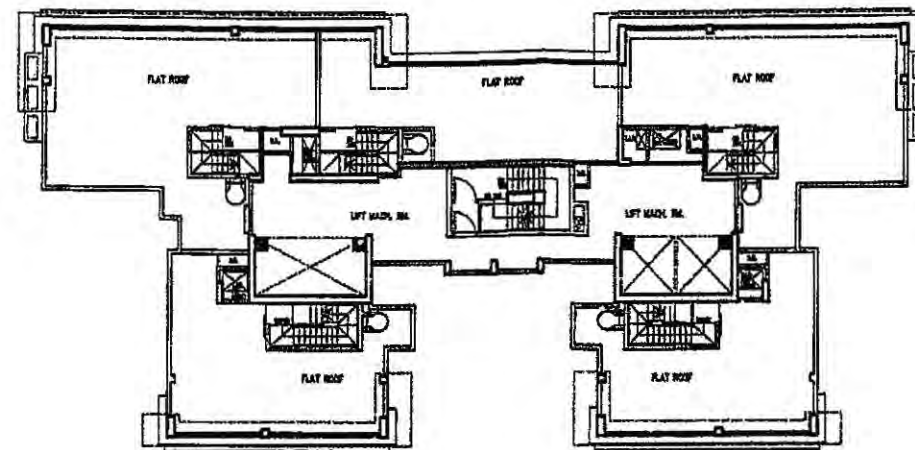
NO. 501
SCALE
DATE
JUN 2009
DRAWING NO.
A/07/03
CONTRACT NO.
SHEET NO.
E



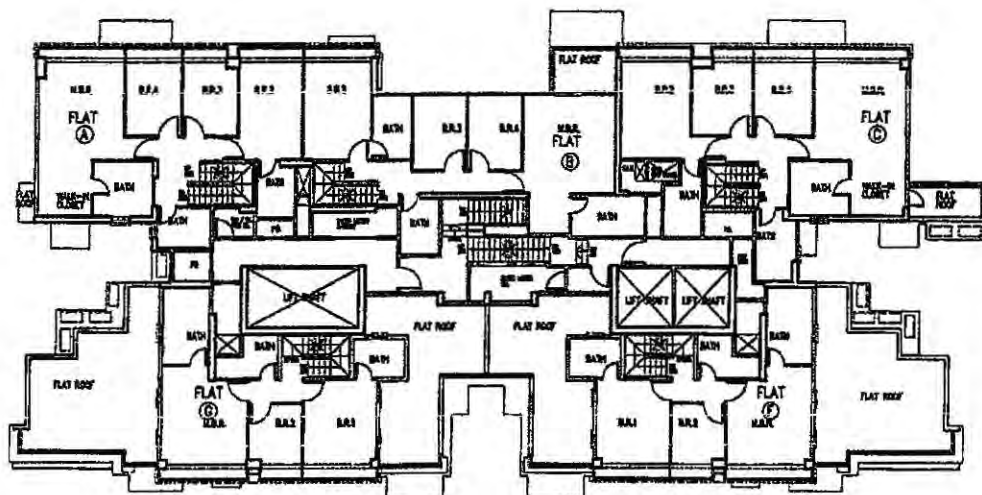
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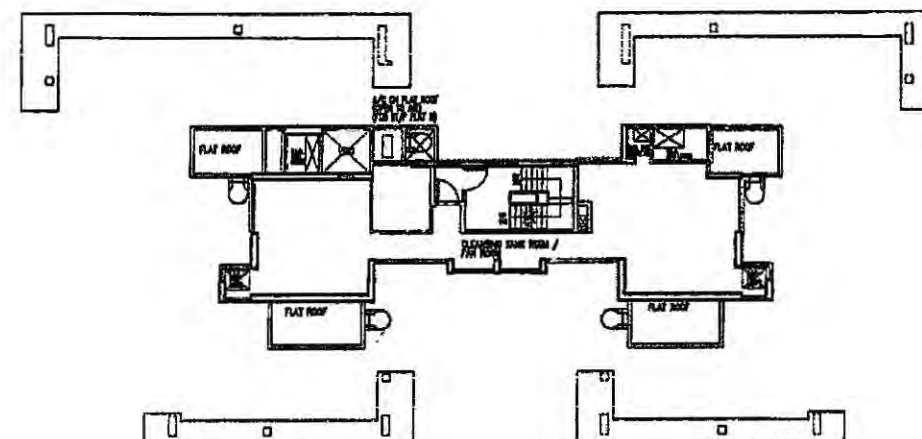
61/F PLAN - TOWER 2



ROOF PLAN - TOWER 2



62/F PLAN - TOWER 2

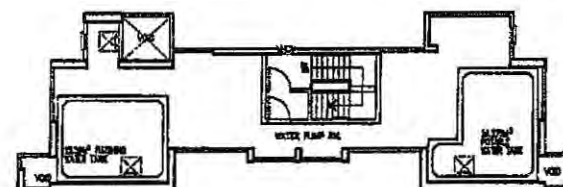


UPPER ROOF PLAN - TOWER 2

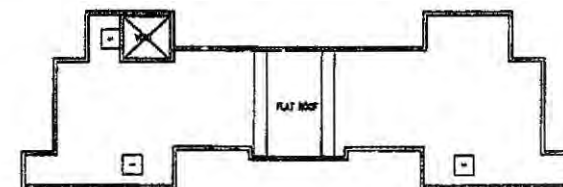
LEGEND
 NON-ENCLOSED AREAS

NOTE:

- (1) THE PLAN IS PREPARED BASING ON THE BUILDING PLANS APPROVED BY BUILDINGS DEPARTMENT ON 08/05/2009.
- (2) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F-49/F, 53/F, 54/F & 58/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.



PUMP RM. PLAN - TOWER 2



TOP ROOF PLAN - TOWER 2

0 1 3 5 10m

REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION
1	20/05/09	ISSUED FOR PERMIT			
2	20/05/09	REVISION: ADDITION OF NEW APARTMENTS ON 61/F/62/F			
3	20/05/09	REVISION: ADDITION OF NEW APARTMENTS ON 61/F/62/F			
4	20/05/09	REVISION: ADDITION OF NEW APARTMENTS ON 61/F/62/F			
5	20/05/09	REVISION: ADDITION OF NEW APARTMENTS ON 61/F/62/F			
6	20/05/09	REVISION: ADDITION OF NEW APARTMENTS ON 61/F/62/F			
7	20/05/09	REVISION: ADDITION OF NEW APARTMENTS ON 61/F/62/F			
8	20/05/09	REVISION: ADDITION OF NEW APARTMENTS ON 61/F/62/F			
9	20/05/09	REVISION: ADDITION OF NEW APARTMENTS ON 61/F/62/F			
10	20/05/09	REVISION: ADDITION OF NEW APARTMENTS ON 61/F/62/F			

LU Ronald
Authorized Person (Architect)

SHINE HARVEST INTERNATIONAL LTD

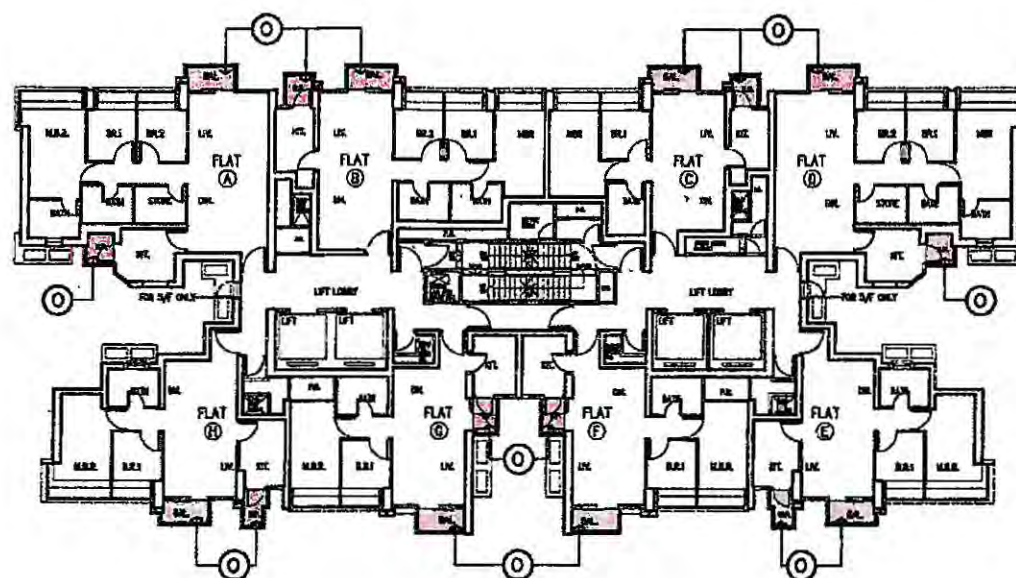
PROPOSED PROPERTY DEVELOPMENT AT SITE NO.530 MA ON SHAN, SHA TIN, N.T.

61/F, 62/F, ROOF PLAN, UPPER ROOF, PUMP RM. FLOOR AND TOP ROOF PLANS FOR TOWER 2

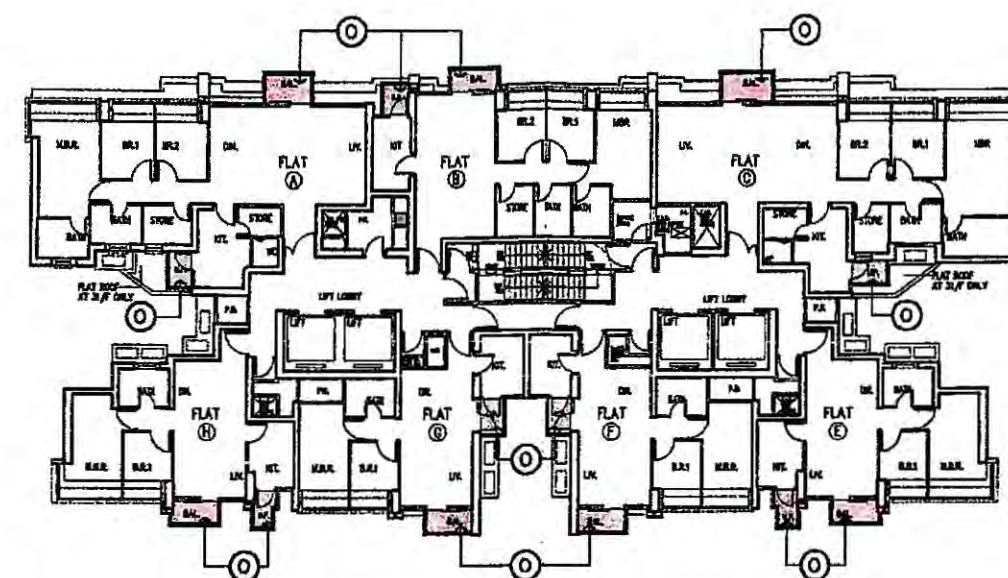
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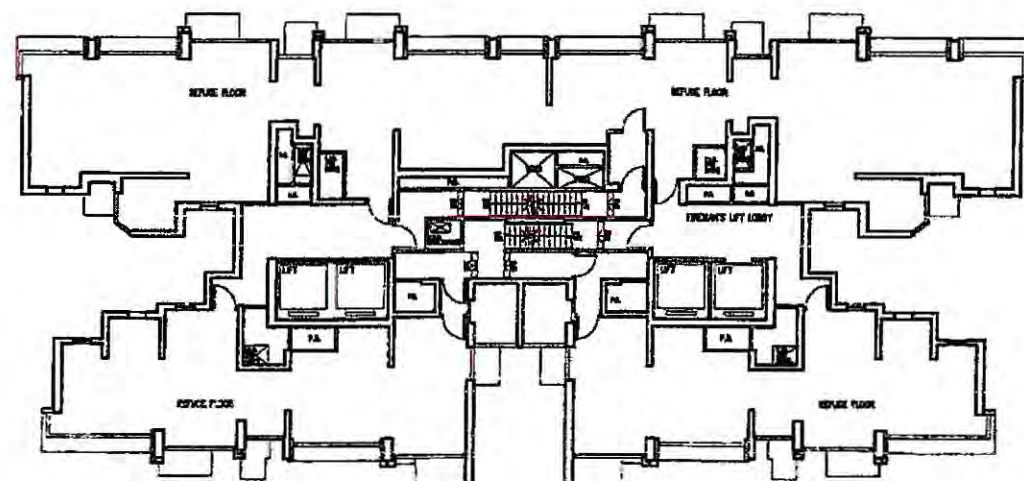
註冊編號 M/N: 09121602100078 A3C



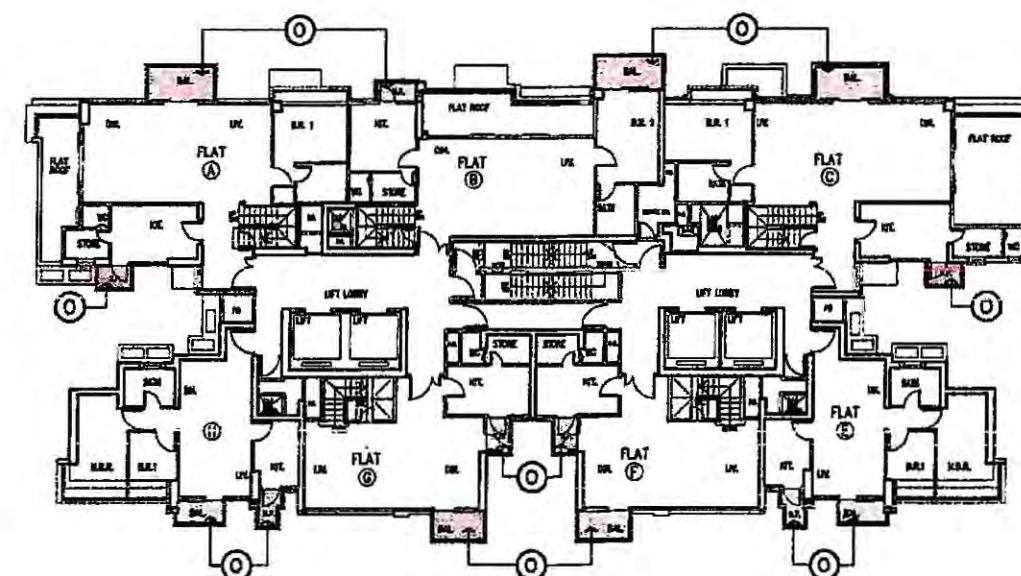
5/F-29/F
- TOWER 3 (22 STOREYS)



31/F-62/F
- TOWER 3 (18 STOREYS)



30/F REFUGE FLOOR PLAN
- TOWER 3



63/F- TOWER 3

LEGEND

○ NON-ENCLOSED AREAS

NOTE

- (1) THE PLAN IS PREPARED BASING ON THE BUILDING PLANS APPROVED BY BUILDINGS DEPARTMENT ON 08/05/2009.
- (2) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F-49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.

REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION
1			1		
2			2		
3			3		
4			4		
5			5		
6			6		
7			7		
8			8		
9			9		
10			10		

Ronald
2U Ronald
Authorized Person (Architect)

PROJECT NO. 0506847
DESIGNED BY
CHECKED BY
APPROVED BY
DATE

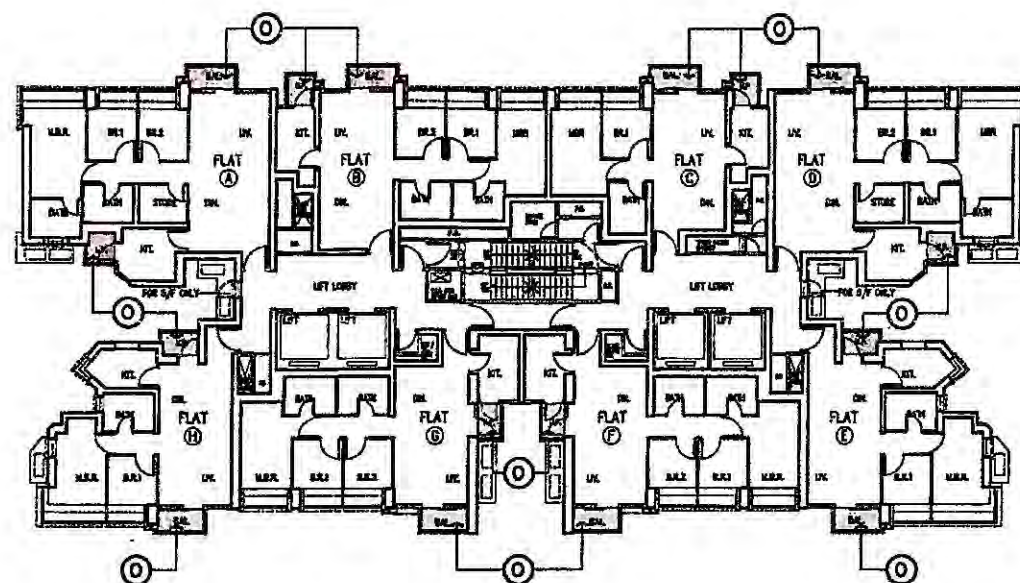
SHINE HARVEST
INTERNATIONAL LTD

ronald lu & partners
Ronald Lu & Partners (HK) Ltd.
建築師事務所 (香港) 有限公司

PROJECT TITLE
PROPOSED PROPERTY DEVELOPMENT
AT SITI NO.530
MA ON SHAH, SHA TIN, N.T.
DRAWING TITLE
5/F-29/F, 30/F REFUGE FLOOR,
31/F-62/F AND 63/F PLANS
FOR TOWER 3

DATE
JUL 2009
DRAWN BY
A/08/05
CHECKED BY
DATE
JUL 2009


0 1 3 5 10m



The floor plan shows the 10th floor of the World Trade Center, with the towers labeled 'TOWER 1' and 'TOWER 2'. The plan includes various rooms, corridors, and a central area labeled 'STANDARD LIFT LOBBY'. The layout is symmetrical, with the towers at the ends and the central area in the middle. The plan is detailed with room numbers and structural elements.

The floor plan illustrates a symmetrical six-story residential building. The central core contains two lift lobbies and a staircase. Flats A, B, and C are located on the top floor, while Flats D, E, and F are on the bottom floor. Each flat is equipped with a kitchen, living area, bedrooms, and bathrooms. The building features a flat roof and is enclosed by a perimeter wall with gates. The plan also shows various common areas, including stairs, storage, and a central corridor.

[illegible]

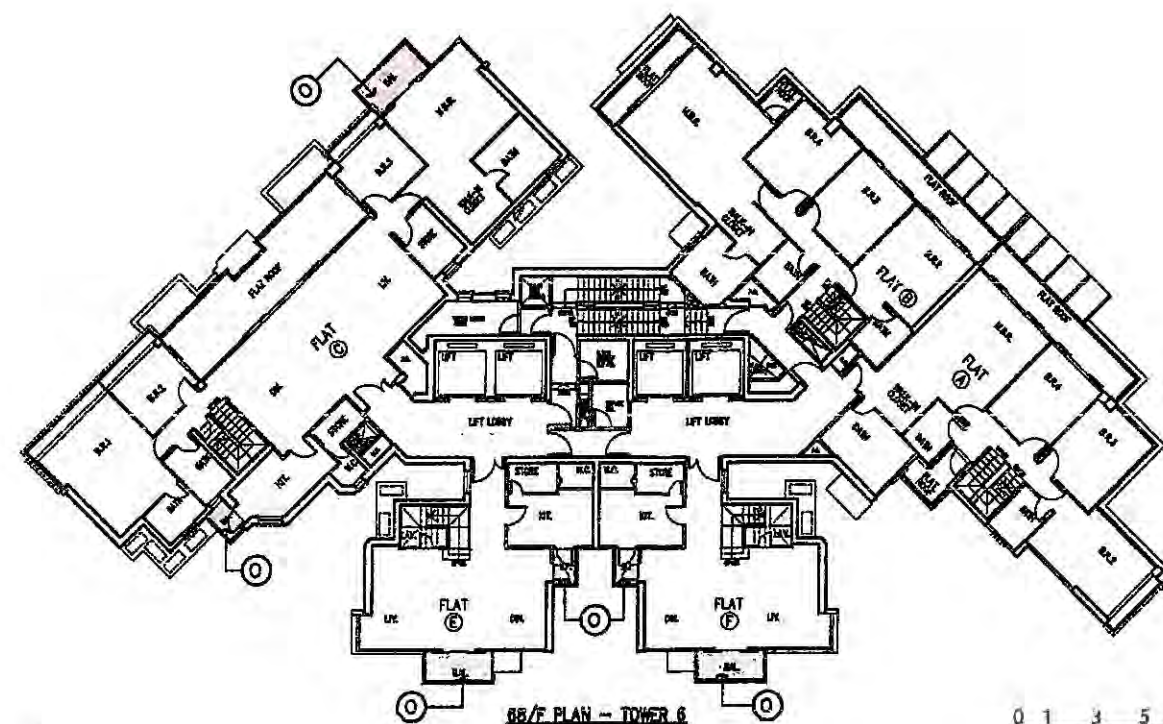
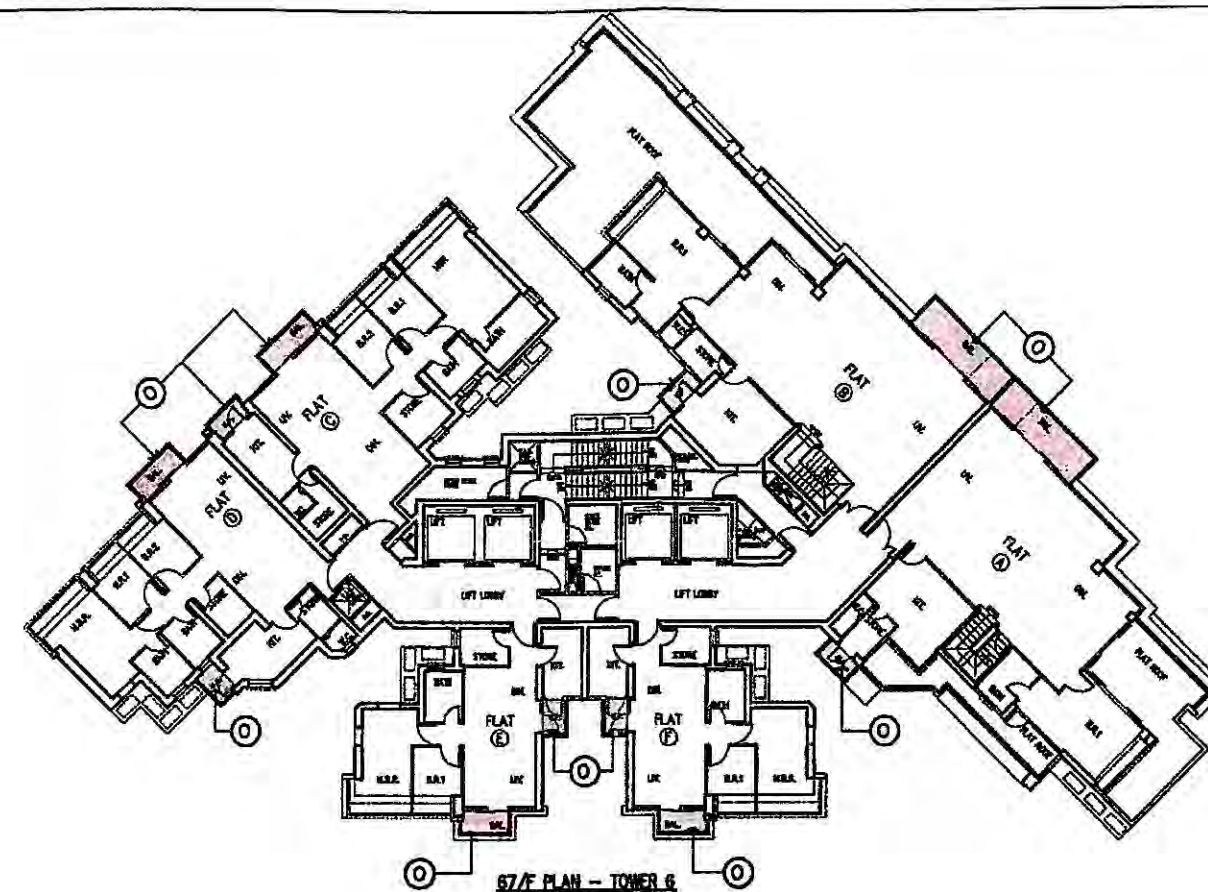

 LU Ronald
 Authorized Person (Architect)

**SHINE HARVEST
INTERNATIONAL LTD**

Ronald Lu & Partners
Architects, Engineers, Planners & Designers
Ronald Lu & Partners (HK) Ltd.
香港房屋委員會物業發展部 (香港) 會員公司

PROJECT TITLE	PROPOSED PROPERTY DEVELOPMENT AT STTL NO.530 MA ON SHAN, SHA TIN, N.T.
DRAWING TITLE	5/F-29/F, 30/F REFUGE FLOOR, 31/F-65/F AND 66/F PLANS FOR TOWER 5

NO REC	PRO REC
STATE	DND DATE
CAS FILING	
ISSUING AGENCY	
CONTRACT NO	STATE



☐ (O) NON-ENCLOSED AREAS

NOTE:

(2) THERE IS NO TOWER 4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F-49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.

[illegible]

LU Ronald
Authorized Person (Architect)

九廣鐵路公司物業管理處
Kowloon Railway Corporation Property Management Department
PO Box 218, Kowloon, Hong Kong

Ronald Lu & Partners
 Architects - Planners - Interior Designers
Ronald Lu & Partners (HK) Ltd.
 呂克偉建築師事務所 (香港) 有限公司

PROJECT TITLE
PROPOSED PROPERTY DEVELOPMENT
AT STL NO.530
MA ON SHAN, SHA TIN, N.T.

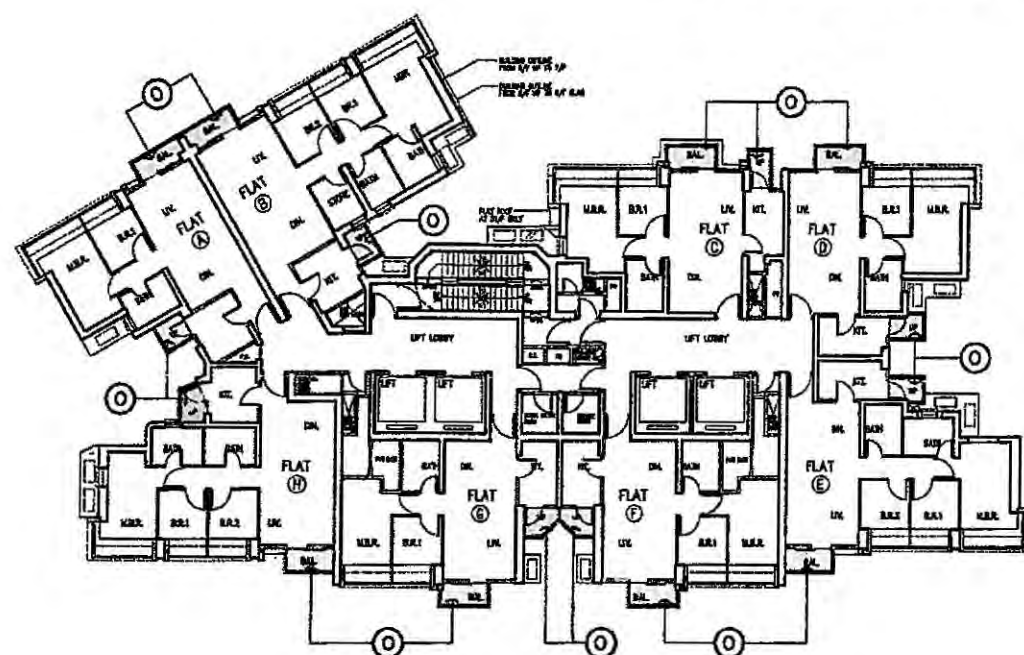
DRAWING TITLE
5/F-29/F & 31/F-68/F PLAN, 30/F REFUGE
REFUGE FLOOR, 67/F AND 68/F PLANS
FOR TOWER 6

MR. [REDACTED]	MR. [REDACTED]
STAGE	DO DATE JAN 20
CUB PLANNING	
[REDACTED] 1000/2000/1-10-07-00	
DRAWING NUMBER N/07/07	
CONTRACT NO	STAGE NO

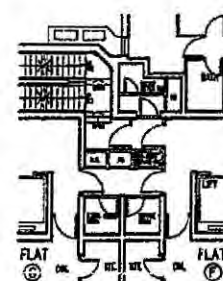
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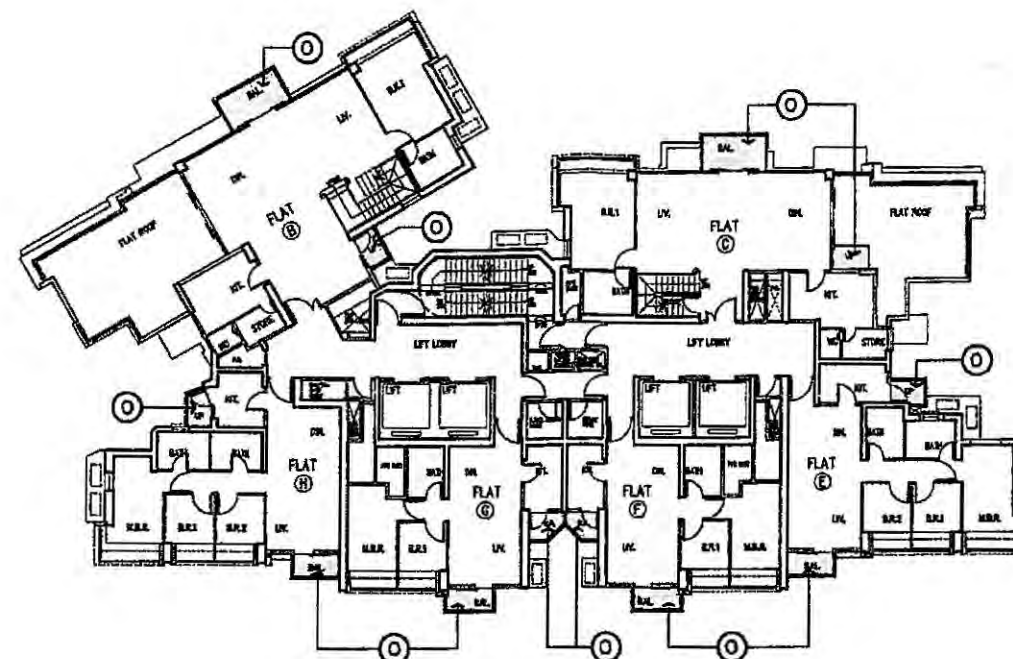
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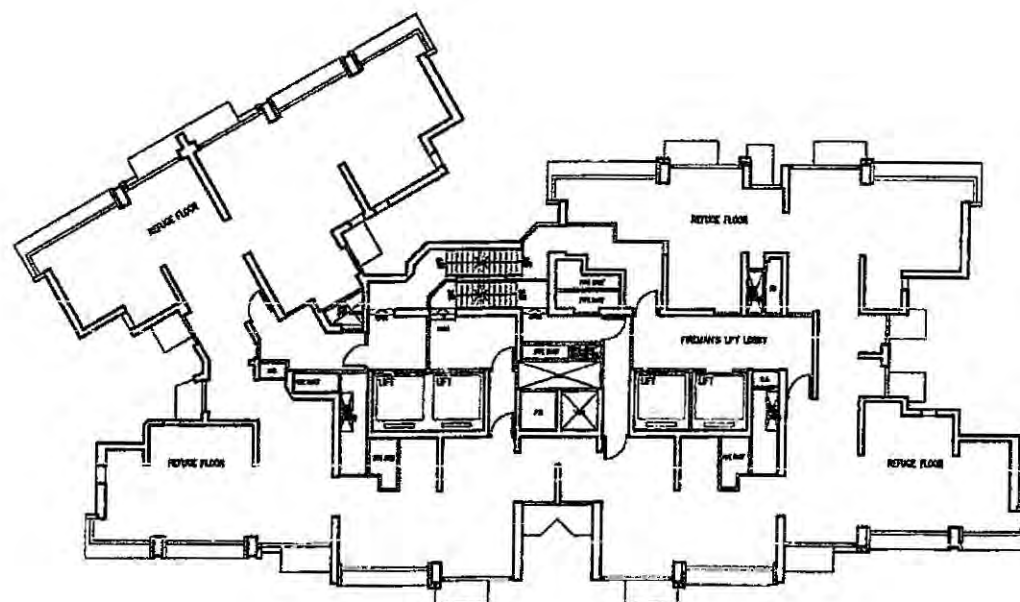
5/F-29/F & 31/F-68/F PLAN
- TOWER B (43 STOREYS)



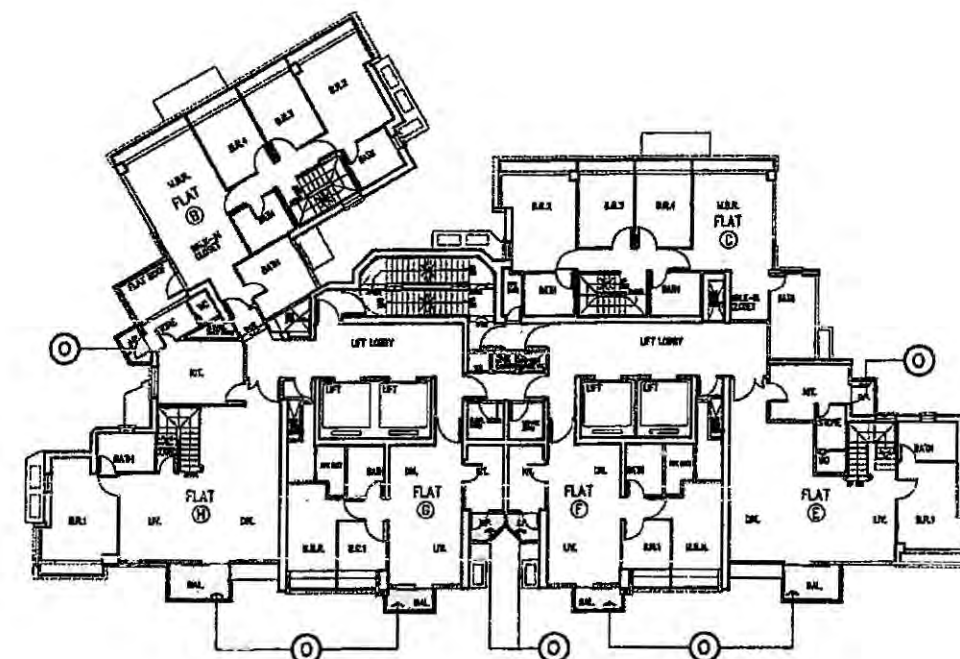
PART PLAN OF 68/F PLAN
- TOWER B (1 STOREY)



67/F PLAN - TOWER B



REFUGE FLOOR PLAN
30/F - TOWER B



68/F PLAN - TOWER B

LEGEND

○ NON-ENCLOSED AREAS

NOTE:

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- (2) THERE IS NO TOWER 'A' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F-49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.

0 1 3 5 10m

REVISION	DATE	DESCRIPTION	REVISION	DATE	DESCRIPTION	REVISION	DATE	DESCRIPTION	REVISION	DATE	DESCRIPTION
1		ISSUED FOR APPROVAL	1		ISSUED FOR APPROVAL	1		ISSUED FOR APPROVAL	1		ISSUED FOR APPROVAL
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Ronald Lu
LU Ronald
Authorized Person (Architect)

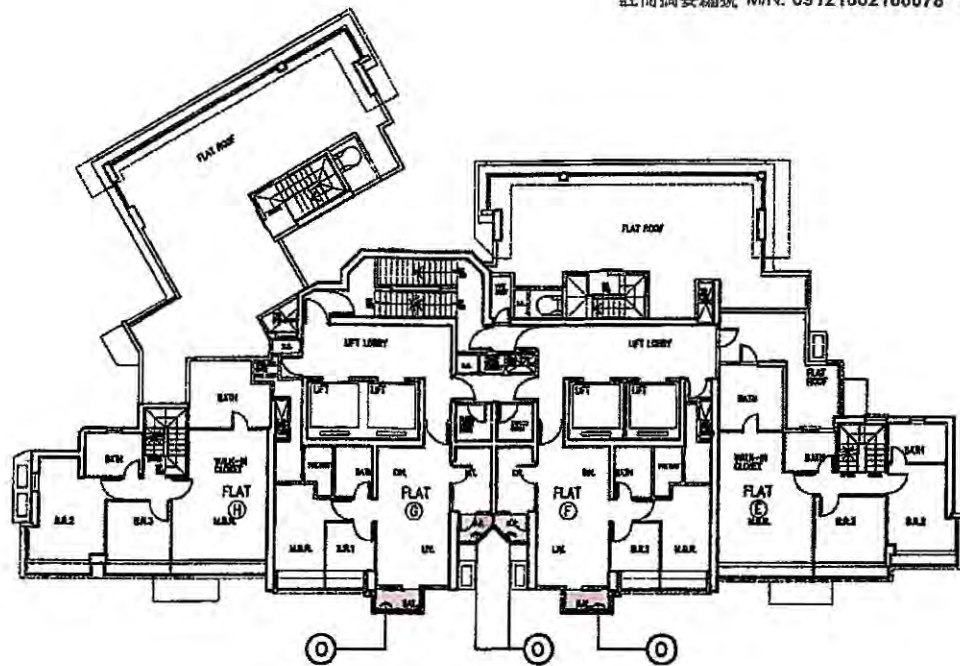


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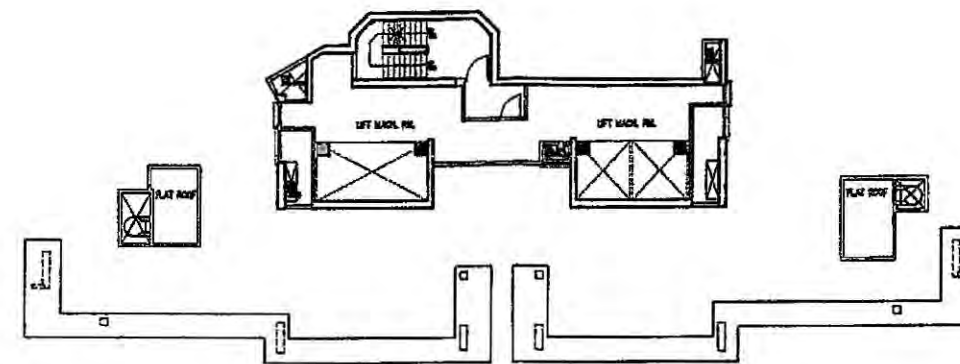
ronald lu
& partners
Ronald Lu & Partners (HK) Ltd.
呂志華建築師事務所 (香港) 有限公司

PROPOSED PROPERTY DEVELOPMENT
AT SITE NO.530
HA ON SHAN, SHA TIN, N.T.
5/F-29/F & 31/F-68/F PLANS, 30/F
REFUGE FLOOR, 67/F AND 68/F PLANS
FOR TOWER B

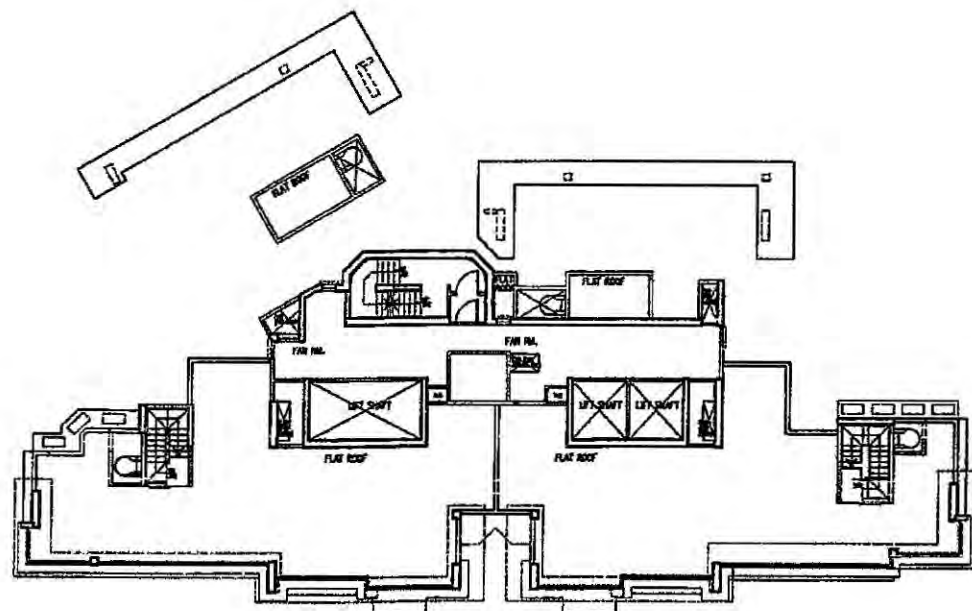
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DRAWN BY: J. L. L.
CHECKED BY: J. L. L.
APPROVED BY: J. L. L.



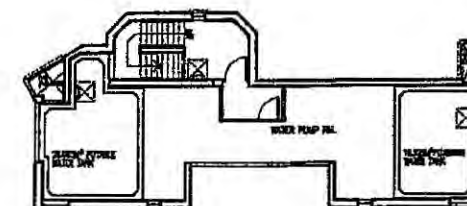
68/F PLAN - TOWER B



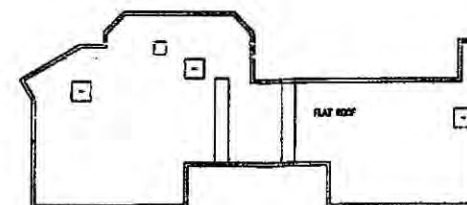
UPPER ROOF PLAN - TOWER B



ROOF PLAN - TOWER B



PUMP RM. FLOOR PLAN - TOWER B



TOP ROOF PLAN - TOWER B

LEGEND
 NON-ENCLOSED AREAS

NOTE:
 (1) THE PLAN IS PREPARED BASING ON THE BUILDING PLANS APPROVED BY BUILDINGS DEPARTMENT ON 08/05/2009.
 (2) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F, 40/F-49/F, 53/F, 54/F, 58/F & 64/F IN THE NOMENCLATURE SYSTEM FOR THE NAMING OF RESIDENTIAL TOWERS FOR THE PROPOSED DEVELOPMENT.



<div>PROJECT NO. 000</div>		
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Ronald Lu
LU Ronald
 Authorized Person (Architect)

SHINE HARVEST
 INTERNATIONAL LTD

ronald lu & partners
 Ronald Lu & Partners (HK) Ltd.
 盧光仲建築師事務所 (香港) 有限公司

PROJECT TITLE
 PROPOSED PROPERTY DEVELOPMENT
 AT SITE NO.530
 MA ON SHAH, SHA TIN, N.T.

PROJECT NO.
 68/F PLAN, ROOF PLAN, UPPER ROOF,
 PUMP RM. FLOOR AND
 TOP ROOF PLANS FOR TOWER B

DATE
 08/05/2009

SCALE
 1/500

NO.
 1

DATE
 08/05/2009

SCALE
 1/500

NO.
 1