THIS DEED is made the 26th day of June 2023

BETWEEN :-

(1) **CENTRALCON (FO TAN) COMPANY LIMITED (中洲(火炭)有限公司)** whose registered office is at 14th Floor, Everbright Centre, 108 Gloucester Road, Wanchai, Hong Kong ("the First Owner" which expression shall where the context so admits include its successors and assigns) of the first part,

(2) YU WING YEE CANDY (余泳儀) (Holder of Hong Kong Identity Card No.Z830079(9)) of Flat B on the Seventeenth Floor of Tower 3 of The Arles, No.1 Au Pui Wan Street, Sha Tin, New Territories ("the First Assignee" which expression shall where the context so admits include its successors and assigns or his executors, administrators and assigns or such survivor of his or her or their assigns) of the second part, and

(3) JONES LANG LASALLE MANAGEMENT SERVICES LIMITED (仲量聯行物業管理有限公司) whose registered office is situate at Suites 1402-08 & 17th Floor, Dorset House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong ("the Manager" which expression shall where the context so admits include its successors appointed in accordance with the provisions herein) of the third part.

DEFINITIONS :-

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

"Accessible Parking Spaces" means those spaces provided pursuant to Special Condition No.(48)(c)(i) of the Government Grant for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation as shown and marked "Accessible Parking Space" on the plan annexed to this Deed and marked Plan No.DMC-01, the accuracy of such plan is certified by or on behalf of the Authorized Person and in the singular means one of such Accessible Parking Spaces. For the avoidance of doubt, the Residential Parking Spaces for the Disabled and Visitors' Parking Space Nos.V-06 and V-07 are Accessible Parking Spaces.

"Advance Payment" means the respective payments to be paid by the Owner of each Residential Unit under Clause 15(b)(i) hereof or by the Owner(s) of the Commercial Development under Clause 15(b)(ii) hereof or the Owner of the G/F Shop under Clause 15(b)(iii) hereof or the Owner of the Kindergarten and Spaces under Clause 15(b)(iv) hereof or the Owner of each Residential

Car Parking Space under Clause 15(b)(v) hereof or the Owner(s) of the Commercial Car Park under Clause 15(b)(vi) hereof.

"Authorized Person" means Mr. Wong Ming Yim of DLN Architects Limited, and any other replacement authorized person for the time being appointed by the First Owner.

"Bicycle Parking Spaces" means those spaces and areas provided pursuant to Special Condition No.(48)(e) of the Government Grant situated on the ground floor of the Estate for the parking of bicycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees and for the purpose of identification only are shown and coloured green on the plan annexed to this Deed and marked Plan No.DMC-02 and the accuracy of such plan is certified by or on behalf of the Authorized Person. The Bicycle Parking Spaces form part of the Residential Common Areas.

"Building Maintenance Unit" means those devices and apparatus intended for the general maintenance of the curtain walls and exterior of the Estate, including but not limited to gondola.

"Building Plans" means the general building plans and specifications in respect of the Estate or in respect of any part or parts of the Estate prepared by the Authorized Person and approved by the Building Authority under Ref. No.BD 2/9259/10 and includes any amendments thereto as approved by the Building Authority.

"Certificate of Compliance" means the certificate or letter issued by the Director of Lands to the effect that all the positive obligations of the First Owner under the Government Grant in relation to the Lot have been fulfilled to his satisfaction.

"Club House" means such parts of the Estate for use as a club house by the residents of the Residential Units and their bona fide visitors and by no other person or persons.

"Club Rules" means the rules and regulations (if any) 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 Club House.

"Commercial Car Park" means all those parts in the basement and on the ground floor of the Estate designed and constructed for the ingress, egress, manoeuvring, parking of motor vehicles provided pursuant to Special Condition No.(48)(b)(i)(II) which parts for identification purpose only are shown and coloured grey on the plans annexed hereto and marked Plan Nos.DMC-01 and DMC-02 and certified as to their accuracy by or on behalf of the Authorized Person.

"Commercial Car Park Management Budget" means the budget to be prepared for the Commercial Car Park more particularly described in Clause 14(a)(vi) and (b)(iii) hereof.

"Commercial Car Park Management Expenses" means (upon execution of a Sub-Deed in respect of the Commercial Car Park) all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Commercial Car Park as a whole.

"Commercial Development" means such parts of the Estate in the basement and on the ground floor, the first floor and the second floor thereof and other parts of the Estate, for the time being and from time to time constructed or to be constructed for non-residential purposes in accordance with the Building Plans including but not limited to:-

(a) those parts of the Estate which for the purpose of identification only are shown and coloured indigo, indigo double hatched black and indigo cross hatched black on the plans annexed hereto and marked Plan Nos.DMC-01 to DMC-04 (both inclusive) and certified as to their accuracy by or on behalf of the Authorized Person;

(b) (i) all those strips of the external walls with the whole thicknesses thereof of the Estate with their respective locations and dimensions for the purpose of identification only as shown and coloured indigo on the plans marked Plan Nos.DMC-10 to DMC-13 (both inclusive) annexed to this Deed together with any frames and/or other supporting structures erected or to be erected thereon or therein;

(ii) all those strips of the external walls of the Estate below the transfer plate comprising the total thickness of such external walls including the cladding but excluding a thickness of 30mm from the internal/interior of such external walls with their respective locations and dimensions for the purpose of identification only as shown and coloured indigo hatched black, indigo hatched black triangulated black and indigo triangulated black on the plans marked Plan Nos.DMC-10 and DMC-13 annexed to this Deed together with any frames and/or other supporting structures erected or to be erected thereon or therein; and

(iii) all that strip of the external walls of the Estate at the transfer plate with the thickness of 100mm from the exterior surface of the concrete of such external walls plus the cladding beyond the exterior of such concrete surface with its location and dimension for the purpose of identification only as shown and coloured indigo hatched black circled black on the plan marked Plan No.DMC-11 annexed to this Deed and the accuracy of such plan is certified by or on behalf of the Authorized Person;

(c) the nine loading and unloading spaces provided pursuant to Special Condition No.(49)(a)(iii) of the Government Grant situated on the ground floor of the Estate for the loading and unloading of goods vehicles in connection with the Commercial Development;

(d) the Commercial Development (Right of Way) Area;

(e) those parts of the Pedestrian Walkway which for identification purpose only are shown and coloured indigo double hatched black on the plans annexed to this Deed and marked Plan Nos.DMC-02 to DMC-04 (both inclusive); and

(f) the walls and partitions (whether load bearing or structural or not), columns, beams, floor slabs (and in the event the floor slab is separating the Commercial Development from other part or parts of the Estate, the upper half of such floor slab), ceiling slabs (and in the event the ceiling slab is separating the Commercial Development from other part or parts of the Estate, the lower half of such ceiling slab) and other structural supports of and within the Commercial Development BUT excluding the Estate Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Car Park Common Areas and the Residential and Residential Car Park Common Areas.

"Commercial Development (Right of Way) Area" means all that part of the Commercial Development on the ground floor of the Estate which for the purpose of identification only is shown and coloured indigo cross hatched black on the plan marked Plan No.DMC-02 annexed to this Deed and the accuracy of such plan is certified by or on behalf of the Authorized Person. The Commercial Development (Right of Way) Area forms part of the Commercial Development.

"Commercial Management Budget" means the budget to be prepared for the Commercial Development more particularly described in Clause 14(a)(iii) and (b)(ii) hereof.

"Commercial Management Expenses" means (upon execution of a Sub-Deed in respect of the Commercial Development) all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Commercial Development as a whole.

"Common Areas" means collectively the Estate Common Areas, the Residential Common Areas, the Residential Car Park Common Areas, the Residential and Residential Car Park Common Areas and in the event Units in the Commercial Development are disposed of individually, such Commercial Development common areas as shall be defined in the relevant Sub-Deed in respect of the Commercial Development and in the event Units in the Commercial Car Park are disposed of individually, such Commercial Car Park common areas as shall be defined in the relevant Sub-Deed in respect of the Commercial Car Park and each of which Common Areas shall, where applicable, include those appropriate and relevant common parts specified in Schedule 1 to the Ordinance.

"Common Areas and Facilities" means collectively the Common Areas and the Common Facilities.

"Common Facilities" means collectively the Estate Common Facilities, the Residential Common Facilities, the Residential Car Park Common Facilities, the Residential and Residential Car

Park Common Facilities and in the event Units in the Commercial Development are disposed of individually, such Commercial Development common facilities as shall be defined in the relevant Sub-Deed in respect of the Commercial Development and in the event Units in the Commercial Car Park are disposed of individually, such Commercial Car Park common facilities as shall be defined in the relevant Sub-Deed in respect of the Commercial Car Park.

"Consent to Assign" means the letter(s) from the Director of Lands granting consent pursuant to the Government Grant to the First Owner to assign Undivided Shares together with the exclusive right to hold, use, occupy or enjoy a part or parts of the Estate before the issue of the Certificate of Compliance.

"Covered Landscape Area" means the covered landscape areas which for identification purpose only are shown and coloured green on the plan annexed to this Deed and marked Plan No.DMC-05, the accuracy of such plans is certified by or on behalf of the Authorized Person.

"Covered Walkway" means the segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators) constructed within the Lot in accordance with Special Condition No.(38)(a) of the Government Grant for the purpose of linking up each and every building on the Lot in accordance with Special Condition No.(38)(b)(i) and all major facilities within the Lot in accordance with Special Condition No.(38)(b)(ii) and is designed as covered walkway which for the purpose of identification only is shown and marked "COVERED WALKWAY" on the plan marked Plan No.DMC-05 annexed to this Deed, the accuracy of such plan is certified by or on behalf of the Authorized Person.

"Dog/Pet Garden" means such part of the Estate for use as a garden of dogs, cats, domestic animal or other pets kept by the residents of the Residential Units as shown and marked "DOG/PET GARDEN" on the plan annexed to this Deed and marked Plan No.DMC-05.

"Dog/Pet Garden Rules" means the rules and regulations (if any) 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 Dog/Pet Garden.

"Drainage Reserve Area" means the Drainage Reserve Area referred to and defined in Special Condition No.(9)(a)(i) of the Government Grant.

"Estate" means the whole of the development comprising, inter alia, the Residential Development, the Government Accommodation, the Commercial Development, the G/F Shop, the Kindergarten and Spaces, the Residential Car Park, the Commercial Car Park and the Common Areas and Facilities constructed or in the course of construction on the Lot in accordance with the Government Grant and the Building Plans and known as "The Arles (星凱・堤岸)".

"Estate Common Areas" means those parts of the Estate intended for the common use and benefit of the Estate as a whole and not just any particular Unit and which are subject to the provisions of this Deed and all subsisting rights and rights of way to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate which said parts include but not limited to:-

(a) the foundations, columns, beams, slabs and other structural supports and elements that do not belong to or do not form part of the Residential Development, the Government Accommodation, the Commercial Development, the G/F Shop, the Kindergarten and Spaces, the Residential Car Park or the Commercial Car Park;

(b) the Slopes and Retaining Walls (if any);

(c) areas for the installation or use of aerial broadcast distribution or telecommunications network facilities save and except those of such areas which form part of the Residential Common Areas;

(d) those parts of the Greenery Area as shown and coloured red crossed black on the plan annexed to this Deed and marked Plan No.DMC-06;

(e) (for the purposes of management and maintenance only) the Items;

(f) those parts of the Pedestrian Walkway which for identification purpose only are shown and coloured red double hatched black on the plan annexed to this Deed and marked Plan No. DMC-02;

(g) refuse storage and material recovery chamber, refuse collection vehicles spaces, circulation and manoeuvring spaces;

(h) all those other parts and areas of the Estate as shown and coloured red and red double hatched black on the plans annexed to this Deed and marked Plan Nos.DMC-01 to DMC-04 (both inclusive) the accuracy of such plans is certified by or on behalf of the Authorized Person;

(i) all those strips of the external walls with the whole thicknesses thereof of the Estate for the purpose of identification only as shown and coloured red on the plans marked Plan Nos.DMC-10 to DMC-13 (both inclusive) annexed to this Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person;

(j) all those strips of the external walls of the Estate comprising the total thickness of such external walls including the cladding but excluding a thickness of 30mm from the internal/interior of such external walls with their respective locations and dimensions for the purpose of identification only as shown and coloured red hatched black with

black dashed lines on the plans marked Plan Nos.DMC-10 and DMC-12 annexed to this Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person;

(k) all that strip of the external walls of the Estate with the thickness of 30mm from the internal/interior of such strip of the external walls with its location and dimensions for the purpose of identification only as shown and coloured indigo triangulated black on the plan marked Plan No.DMC-13 annexed to this Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person; and

(l) such additional parts and areas of the Estate as may at any time be designated as Estate Common Areas by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed,

BUT (for the avoidance of doubt) excluding the Residential Common Areas, the Residential Car Park Common Areas and the Residential and Residential Car Park Common Areas.

"Estate Common Areas and Facilities" means collectively the Estate Common Areas and the Estate Common Facilities.

"Estate Common Facilities" means all those facilities intended for the common use and benefit of the Estate as a whole and not just any particular part thereof which are subject to the provisions of this Deed to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate and includes but not limited to those parts (if any) of the Utilities within the Lot and the Estate, sewers, drains, storm water drains, water courses, cables, pipes, wires, ducts, flushing mains, fresh water mains, plant and machinery and other like installations, facilities or services, the transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Estate and such additional devices and facilities of the Estate as may at any time be designated as Estate Common Facilities by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed BUT (for the avoidance of doubt) excluding the Residential Common Facilities, the Residential Car Park Common Facilities and the Residential and Residential Car Park Common Facilities.

"Estate Management Budget" means the budget to be prepared for the Estate (excluding the Government Accommodation) more particularly described in Clause 14(a)(i) hereof.

"Estate Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Estate as a whole (excluding the Residential Development, the Government Accommodation, the Commercial Development, the G/F Shop, the Kindergarten and Spaces, the Residential Car Park and the Commercial Car Park) and in particular the Estate Common Areas and Facilities

excluding the Residential Management Expenses, the Commercial Management Expenses, the Residential Car Park Management Expenses, the Residential and Residential Car Park Management Expenses and the Commercial Car Park Management Expenses as provided herein.

"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 (excluding the Government Accommodation) and include the Club Rules and the Dog/Pet Garden Rules.

"EV Facilities for Visitors' Parking Spaces" means all such facilities installed or to be installed within the Residential Car Park for the purpose of or in relation to the charging of electric motor vehicles parking at the Visitors' Parking Spaces and such facilities shall include but not limited to such wires, cables, ducts, trunking, plugs, connectors, electric meters, base box, control box, socket outlet, locks, covers and other security and/or protective devices, charging station, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose.

"F.S.I." means The Financial Secretary Incorporated being 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 "F.S.I." shall mean F.S.I. in its capacity as the Owner of the Government Accommodation and if the context so permits the successors and assigns of F.S.I. as Owner of the Government Accommodation.

"Fire Safety Management Plan" means the fire safety management plan for Open Kitchen Unit in respect of the Estate approved or accepted by the Fire Services Department and/or any other relevant Government authority or authorities and any addition or variation thereto from time to time in accordance with the then relevant requirements of the Fire Services Department and/or other relevant Government authority or authorities.

"First Assignee's Unit" means all those 48/86,686th Undivided Shares together with the sole and exclusive right and privilege to hold use occupy and enjoy All That Flat B on the Seventeenth Floor with Balcony and Utility Platform of Tower 3 of of the Estate.

"G/F Shop" means the shop on the ground floor of the Estate which for the purpose of identification only is shown and coloured light indigo and marked "G/F SHOP "on the plans annexed hereto and marked Nos.DMC-02, DMC-11 and DMC-12.

"Government" means the Government of Hong Kong.

"Government Accommodation" means one public transport terminus on the ground floor (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 Government Grant, walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director of Lands may in his absolute discretion determine (whose determination shall be conclusive and binding on all Owners) as referred to in Special Condition No.(18)(a) of the Government Grant which for the purpose of identification only are shown and coloured brown on the plans annexed to this Deed and marked Plan Nos.DMC-02 and DMC-10 to DMC-12 (both inclusive) and the accuracy of such plans is certified by the Authorized Person.

"Government Grant" means the documents of title setting forth the rights and entitlements granted by the Government to the First Owner in respect of the Lot, namely certain Agreement and Conditions of Exchange dated 4th September 2017 made between the Government and the First Owner and deposited and registered in the Land Registry as New Grant No.22528 under which the First Owner is entitled to a Government lease for a term of 50 years commencing from 4th September 2017 subject to and with the benefit of an Approval Letter dated 24th May 2021 and registered in the Land Registry by Memorial No.21052702540010, and shall include any subsequent extensions or variations or modifications thereto or renewals thereof.

"Green Area" means the Green Area referred to and defined in Special Condition No.(5)(a)(i)(I) of the Government Grant.

"Green Area Structures" means the Green Area Structures referred to and defined in Special Condition No.(5)(a)(i)(II) of the Government Grant.

"Green Stippled Black Area" means the Green Stippled Black Area referred to and defined in Special Condition No.(5)(b)(i)(I) of the Government Grant.

"Green Stippled Black Area Structures" means the Green Stippled Black Area Structures referred to and defined in Special Condition No.(5)(b)(i)(II) of the Government Grant.

"Greenery Area" means the areas landscaped (including any vertical greening on the ground floor) on the ground floor, first floor, second floor and third floor of the Estate which for the purpose of identification only are shown and coloured red crossed black and green crossed black on the plans annexed to this Deed and marked Plan Nos.DMC-06 to DMC-09 (both inclusive) and the accuracy of such plans is certified by or on behalf of the Authorized Person.

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

"Items" means collectively (i) the external finishes of the Government Accommodation and the structure of all walls, 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 Estate, (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Estate, and (iv) all other common parts and facilities serving the Government Accommodation and the remainder of the Estate as referred to in Special Condition No.(30)(a) of the Government Grant.

"Kindergarten" means the accommodation for the kindergarten on the ground floor of the Estate constructed or to be constructed within the Lot in accordance with the Building Plans pursuant to Special Condition No.(37)(a) of the Government Grant.

"Kindergarten and Spaces" means collectively (i) the Kindergarten; (ii) the Kindergarten Parking Space; (iii) the Kindergarten Lay-Bys; and (iv) the Kindergarten Lay-Bys Maneuvering Spaces, which for the purpose of identification only are shown and coloured violet on the plans annexed hereto and marked Nos.DMC-01, DMC-02, DMC-10 and DMC-13 and certified as to their accuracy by or on behalf of the Authorized Person.

"Kindergarten Lay-Bys" means the spaces situated on the ground floor of the Estate for the picking up and setting down of passengers from motor vehicles (including taxi) and school buses pursuant to Special Condition No.(37)(a)(ii) of the Government Grant and approved by the Director of Lands as shown and coloured violet and marked "K-1, K-2, K-3, K-4, K-5 and LAY-BY" on the plan annexed to this Deed and marked Plan No.DMC-02 and the accuracy of such plan is certified by or on behalf of the Authorized Person.

"Kindergarten Lay-Bys Maneuvering Spaces" means the spaces situated on the ground floor of the Estate for the maneuvering of motor vehicles (including taxi) and school buses in relation to the use of the Kindergarten Lay-Bys.

"Kindergarten Parking Space" means the space situated in the basement of the Estate for the parking of motor vehicles belonging to the operators of the Kindergarten and their staff, bona fide guests, visitors or invitees pursuant to Special Condition No.(37)(a)(i) of the Government Grant as shown and coloured violet and marked K-01 on the plan annexed to this Deed and marked Plan No.DMC-01 and certified as to its accuracy by or on behalf of the Authorized Person.

"Lot" means all that piece or parcel of ground registered in the Land Registry as THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576.

"maintain" means to repair, uphold, support, rebuild, renew, overhaul, pave, purge, scour, cleanse, empty, amend, keep, tend, replace and decorate or such of the foregoing as may be

applicable in the circumstances and in the interest of good estate management and "maintenance" shall be construed accordingly.

"management" means all duties and obligations to be performed and observed by the Manager in relation to the Estate pursuant to the Government Grant or as herein or in any Sub-Deed(s) provided.

"Management Budgets" means collectively the Estate Management Budget, the Residential Management Budget, the Commercial Management Budget, the Residential Car Park Management Budget, the Residential and Residential Car Park Management Budget and the Commercial Car Park Management Budget, and "Management Budget" shall be construed accordingly.

"Management Charges" means collectively the Management Expenses and the Manager's Fee.

"Management Expenses" means collectively the Estate Management Expenses, the Residential Management Expenses, (upon execution of a Sub-Deed in respect of the Commercial Development) the Commercial Management Expenses, the Residential Car Park Management Expenses, the Residential and Residential Car Park Management Expenses and (upon execution of a Sub-Deed in respect of the Commercial Car Park) the Commercial Car Park Management Expenses.

"management funds" means all monies received, recovered or held by the Manager for the use and benefit of the Estate pursuant to this Deed. For the avoidance of doubt, management funds shall exclude the Special Fund.

"Management Units" means the units which are allocated to the Units (excluding the Government Accommodation) for the purpose of determining the amount of contribution towards the Management Charges as set out in the Fourth Schedule hereto and to be set out in the relevant Sub-Deed(s).

"Manager's Fee" means the remuneration of the Manager as hereinafter and in any Sub-Deed provided.

"Mini Transport Interchange Reserved Area" means the excluded stratum of land and airspace in the areas referred to and defined in the First Schedule to the Government Grant which for the purpose of identification only is shown and coloured orange on the plans annexed to this Deed and marked Plan Nos.DMC-03, DMC-04 and DMC-11 and the accuracy of such plans is certified by or on behalf of the Authorized Person and including all that strip of the external walls of the Estate with the thickness of 30mm from the internal/interior of such external walls with its location and dimension for the purpose of identification only as shown and coloured

indigo hatched black triangulated black on the plan marked Plan No.DMC-10 annexed to this Deed and the accuracy of such plan is certified by or on behalf of the Authorized Person.

"Noise Mitigation Measures" means all or any of the noise mitigation measures approved by the Director of Environmental Protection provided within the Estate and any subsequent amendments thereto (if any) approved by the Director of Environmental Protection including acoustic balcony, baffle type acoustic door/baffle type acoustic door with solid parapet balcony, baffle type acoustic door at utility platform, baffle type acoustic window, fixed glazing (with or without maintenance window), self-closing door, vertical fin/acoustic side wall at balcony or utility platform with sound absorption material on building facade and baffle type acoustic door with sound absorption material at ceiling for bottom level of balcony or utility platform. A list of the Residential Units designed with Noise Mitigation Measures serving or belonging to the particular Residential Units exclusively is set out in the Seventh Schedule.

"Occupation Permit" means a temporary or permanent occupation permit issued by the Building Authority in respect of the Estate or any part or parts thereof.

"Occupier" means any person occupying or using a Unit with the consent, express or implied, of an Owner who owns the Unit, including without prejudice to the generality thereof any tenant, any member of the Owner's or tenant's family and any of the Owner's or tenant's servants, agents, invitees and licensees and visitors.

"Open Kitchen" means the kitchen provided within the Residential Unit(s) is of open kitchen design, namely, the kitchen is not separated from the rest of the Residential Unit by full enclosure comprising walls and door.

"Open Kitchen Unit" means a Residential Unit with an Open Kitchen. The Open Kitchen Units are set out in the Sixth Schedule hereto.

"Ordinance" means the Building Management Ordinance (Cap.344).

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

"Owners' Committee" means a committee of the Owners of the Estate established under the provisions of this Deed.

"Owners' Corporation" means the corporation of the Owners incorporated under section 8 of the Ordinance.

"Pedestrian Walkway" means the 24-hour pedestrian walkway referred to and defined in Special Condition No.(38)(d) of the Government Grant, parts of which form part of the Estate Common Areas which for identification purpose only are shown and coloured red double hatched black on the plan annexed to this Deed and marked Plan No.DMC-02 and the accuracy of such plan is certified by or on behalf of the Authorized Person and the remaining parts of which form part of the Commercial Development which for identification purpose only are shown and coloured indigo double hatched black on the plans annexed to this Deed and marked Plan Nos.DMC-02 to DMC-04 (both inclusive) and the accuracy of such plans is certified by or on behalf of the Authorized Person.

"Recreational Areas and Facilities" means and includes the recreational areas and recreational facilities ancillary thereto erected constructed and provided by the First Owner for the use of the residents of the Residential Units and their bona fide visitors pursuant to Special Condition No.(33) of the Government Grant including but not limited to the Club House, swimming pools, Dog/Pet Garden and other recreational areas and facilities of the Estate.

"Residential and Residential Car Park Common Areas" means such part of the Estate intended for the common use and benefit of both the Residential Development and the Residential Car Park as a whole and not just any particular Residential Unit or Residential Car Parking Space which for identification purpose only is shown and coloured green cross hatched black on the plans annexed hereto and marked Plan Nos.DMC-02, DMC-10 and DMC-13 and which are subject to the provisions of this Deed to be used by each Owner and Occupier of the Residential Units or the Residential Car Parking Spaces in common with all other Owners and Occupiers of the Residential Units or the Residential Car Parking Spaces and such additional parts and areas of the Estate as may at any time be designated as Residential and Residential Car Park Common Areas by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed BUT (for the avoidance of doubt) excluding the Estate Common Areas, the Residential Common Areas and the Residential Car Park Common Areas.

"Residential and Residential Car Park Common Areas and Facilities" means collectively the Residential and Residential Car Park Common Areas and the Residential and Residential Car Park Common Facilities.

"Residential and Residential Car Park Common Facilities" means all those facilities intended for the common use and benefit of both the Residential Development and the Residential Car Park as a whole and not just any particular Residential Unit or Residential Car Parking Space

which are subject to the provisions of this Deed to be used by each Owner and Occupier of the Residential Units and the Residential Car Parking Spaces in common with all other Owners and Occupiers of the Residential Units and the Residential Car Parking Spaces BUT (for the avoidance of doubt) excluding the Estate Common Facilities, the Residential Common Facilities and the Residential Car Park Common Facilities.

"Residential and Residential Car Park Management Budget" means the budget to be prepared for the Residential and Residential Car Park Common Areas and Facilities more particularly described in Clause 14(a)(v) hereof.

"Residential and Residential Car Park Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Residential and Residential Car Park Common Areas and Facilities.

"Residential Car Park" means those parts of the Estate comprising the Residential Car Parking Spaces and the Residential Car Park Common Areas and Facilities.

"Residential Car Park Common Areas" means all those parts of the Residential Car Park excluding the Residential Car Parking Spaces intended for the common use and benefit of the Residential Car Park as a whole and not just any particular Residential Car Parking Space which are subject to the provisions of this Deed to be used by each Owner and Occupier of the Residential Car Parking Spaces in common with all other Owners and Occupiers of the Residential Car Parking Spaces, which Residential Car Park Common Areas include but not limited to:-

(a) all those areas for the purpose of identification only shown and coloured yellow on the plans annexed to this Deed and marked Plan No.DMC-01 and DMC-02 and the accuracy of such plans is certified by or on behalf of the Authorized Person;

(b) all those strips of the external walls of the Estate with the thickness of 30mm from the internal/interior of such external walls with their respective locations and dimensions for the purpose of identification only as shown and coloured red hatched black with black dashed lines and green hatched black with black dashed lines on the plans marked Plan Nos.DMC-10 and DMC-12 annexed to this Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person; and

(c) such additional parts and areas of the Estate as may at any time be designated as Residential Car Park Common Areas by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed,

BUT (for the avoidance of doubt) excluding the Estate Common Areas, the Residential Common Areas and the Residential and Residential Car Park Common Areas.

"Residential Car Park Common Areas and Facilities" means collectively the Residential Car Park Common Areas and the Residential Car Park Common Facilities.

"Residential Car Park Common EV Facilities" means all such facilities of the Residential Car Park intended for the common use and benefit of the Owners and Occupiers of the Residential Car Parking Spaces for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles parking at any of the Residential Car Parking Spaces; such facilities shall not belong to any of the Owner of the Residential Car Parking Spaces and shall include but not limited to such trunking and socket outlet for or in relation to such purpose.

"Residential Car Park Common Facilities" means all those facilities of the Residential Car Park, including but not limited to the Residential Car Park Common EV Facilities, intended for the common use and benefit of the Owners and Occupiers of the Residential Car Parking Spaces BUT (for the avoidance of doubt) excluding the Estate Common Facilities, the Residential Common Facilities and the Residential and Residential Car Park Common Facilities.

"Residential Car Park Management Budget" means the budget to be prepared for the Residential Car Park more particularly described in Clause 14(a)(iv) hereof.

"Residential Car Park Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Residential Car Park as a whole (excluding the Residential Car Parking Spaces) and in particular the Residential Car Park Common Areas and Facilities.

"Residential Car Parking Spaces" means collectively the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces.

"Residential Common Areas" means those parts of the Residential Development intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit and which are subject to the provisions of this Deed to be used by each Owner and Occupier of the Residential Units in common with all other Owners and Occupiers of the Residential Units and shall include:-

(a) areas for the installation or use of aerial broadcast distribution or telecommunications network facilities save and except those of such areas which form part of the Estate Common Areas;

(b) the external walls (including non-structural prefabricated external wall) of the Towers not forming part of the Residential Units including:-

(1) the architectural features, grilles and fins thereon (including roof features on private flat roofs and private roofs of the relevant Residential Units as shown on the Building Plans); and

(2) the air-conditioning platforms (including the louvers thereof (if any)) adjacent to the Residential Units or such other area(s), if any, as may be designated for that purpose,

BUT excluding:-

(A) the glass/metal balustrades or railings of the balconies, utility platforms, private flat roofs or private roofs which shall belong to and form part(s) of the relevant Residential Units; and

(B) such pieces of glass panels wholly enclosing or fronting a Residential Unit and the openable parts of the curtain wall structures of the Towers which said glass panels and openable parts shall form parts of the relevant Residential Units and for the avoidance of doubt, any glass panel forming part of the curtain wall structures that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Residential Common Areas;

(c) all those strips of the external walls with the whole thickness thereof of the Estate at and below the transfer plate which for the purpose of identification only are shown and coloured green on the plans marked Plan Nos.DMC-10 to DMC-13 (both inclusive) annexed to this Deed and certified as to their accuracy by or on behalf of the Authorized Person;

(d) all that strip of the external walls of the Estate at the transfer plate comprising the total thickness of such external walls but excluding (i) a thickness of 100mm from the exterior surface of the concrete of such external walls, and (ii) the cladding beyond the exterior of such concrete surface, with its location and dimension for the purpose of identification only as shown and coloured indigo hatched black circled black on the plan marked Plan No.DMC-11 annexed to this Deed and the accuracy of such plan is certified by or on behalf of the Authorized Person;

(e) all those strips of the external walls of the Estate below the transfer plate comprising the total thickness of such external walls including the cladding but excluding a thickness of 30mm from the internal/interior of such external walls with their respective locations and dimensions for the purpose of identification only as shown and coloured green hatched black with black dashed lines on the plan marked Plan No.DMC-10 annexed to this Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person;

(f) all those strips of the external walls of the Estate below the transfer plate with the thickness of 30mm from the internal/interior of such external walls with their respective locations and dimensions for the purpose of identification only as shown and coloured indigo hatched black on the plans marked Plan Nos.DMC-10 and DMC-13 annexed to this Deed and the accuracy of such plans is certified by or on behalf of the Authorized Person;

(g) those parts of the Greenery Area as shown and coloured green crossed black on the plans annexed to this Deed and marked Plan Nos.DMC-06 to DMC-09 (both inclusive);

(h) office accommodation for watchmen and caretakers provided in accordance with Special Condition No.(34)(a) of the Government Grant;

(i) office for the use of the Owners' Corporation or the Owners' Committee provided in accordance with Special Condition No.(36)(a) of the Government Grant;

(j) quarters (if any) for watchmen and caretakers provided in accordance with Special Condition No.(35)(a) of the Government Grant;

(k) the Covered Walkway;

(l) the Recreational Areas and Facilities;

(m) lift lobby of each of the Towers (other than the private lift lobby which forms part of a Residential Unit);

(n) fireman's lift lobby;

(o) the Bicycle Parking Spaces;

(p) the Residential Loading and Unloading Spaces;

(q) the Visitors' Parking Spaces;

(r) the Residential Parking Spaces for the Disabled;

(s) the refuge floor which is located on the 25th floor of each of the Towers;

(t) the Covered Landscape Area;

(u) the areas landscaped of the Estate which for identification purpose only are shown and coloured green and marked "LANDSCAPE AREA" on the plans annexed to this Deed and marked Plan No.DMC-02 to Plan No.DMC-05 (both inclusive), the accuracy of such plans is certified by or on behalf of the Authorized Person;

(v) all those flat roofs and/or portions thereof on 5th floor of each of the Towers not forming part of the Residential Units which for identification purpose only are shown and coloured green and marked "COMMON FLAT ROOF" on the plans annexed to this Deed

and marked Plan Nos.DMC-14, DMC-20, DMC-25 and DMC-31, the accuracy of such plans is certified by or on behalf of the Authorized Person;

(w) all those parts and areas on 5th floor of each of the Towers not forming part of the Residential Units which for identification purpose only are shown and coloured green and respectively marked "CONC. ENC. DR. P" and "AW. DR. P" on the plans annexed to this Deed and marked Plan Nos.DMC-14, DMC-20, DMC-25 and DMC-31, the accuracy of such plans is certified by or on behalf of the Authorized Person;

(x) all those other parts and areas of the Residential Development as shown and coloured green on the plans annexed to this Deed and marked Plan Nos.DMC-01 to DMC-05 (both inclusive) and DMC-14 to DMC-36 (both inclusive) and the accuracy of such plans is certified by or on behalf of the Authorized Person; and

(y) such additional parts and areas of the Estate as may at any time be designated as Residential Common Areas by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed,

BUT (for the avoidance of doubt) excluding the Estate Common Areas, the Residential Car Park Common Areas and the Residential and Residential Car Park Common Areas.

"Residential Common Areas and Facilities" means collectively the Residential Common Areas and the Residential Common Facilities.

"Residential Common Facilities" means all those facilities intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit which are subject to the provisions of this Deed to be used by each Owner and Occupier of the Residential Units in common with all other Owners and Occupiers of the Residential Units and includes but not limited to acoustic vertical fins, the Noise Mitigation Measures (excluding those forming part of and/or serving exclusively a Residential Unit), the EV Facilities for Visitors' Parking Spaces, lifts (including, for the avoidance of doubt, the lift doors and the surface of the lift doors facing the private lift lobby of a Residential Unit), all wires, cables, ducts, pipes, drains, the transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Residential Development as a whole and not just any particular Residential Unit and all mechanical and electrical installations and equipment exclusively for the Residential Development and such additional devices and facilities of the Estate as may at any time be designated as Residential Common Facilities by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed BUT (for the avoidance of doubt) excluding the Estate Common Facilities, the Residential Car Park Common Facilities and the Residential and Residential Car Park Common Facilities.

For the further avoidance of doubt, those installations made by and belonging to the provider(s) of the telecommunications and broadcasting services (if any) shall not form parts of the Residential Common Facilities.

"Residential Development" means those parts of the Estate comprising the Residential Units and the Residential Common Areas and Facilities.

"Residential Loading and Unloading Spaces" means all those four spaces provided pursuant to Special Condition No.(49)(a)(i) of the Government Grant situated on the first floor and third floor of the Estate for the loading and unloading of goods vehicles in connection with the Residential Development and for the purpose of identification only are shown and coloured green and marked "T1 L/UL BAY", "T2 L/UL BAY", "T3 L/UL BAY" and "T4 L/UL BAY" on the plans annexed to this Deed and marked Plan Nos.DMC-03 and DMC-05 and certified as to their accuracy by or on behalf of the Authorized Person.

"Residential Management Budget" means the budget to be prepared for the Residential Development more particularly described in Clause 14(a)(ii) hereof.

"Residential Management Expenses" means all costs, charges, expenses and outgoings reasonably and necessarily incurred by the Manager in relation to the management and maintenance of the Residential Development as a whole (excluding the Residential Units) and in particular the Residential Common Areas and Facilities.

"Residential Motor Cycle Parking Spaces" means those spaces provided pursuant to Special Condition No.(48)(d)(i)(I) of the Government Grant situated in the basement of the Estate for the parking of motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees.

"Residential Non-Common EV Facilities" means all such facilities installed or to be installed for serving any of the Residential Car Parking Spaces exclusively for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles parking at such of the Residential Car Parking Spaces; such facilities shall include but not limited to such wires, cables, ducts, plugs, connectors, base box, control box, electric meter, locks, covers and other security and/or protective devices, charging station, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose.

"Residential Parking Spaces" means those spaces provided pursuant to Special Condition No.(48)(a)(i) of the Government Grant situated in the basement of the Estate for the parking of motor vehicles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees. For the avoidance of doubt, the Residential Parking Spaces shall exclude the Residential Parking Spaces for the Disabled.

"Residential Parking Spaces for the Disabled" means the two parking spaces situated in the basement of the Estate as shown and marked Nos.CP-011 and C-20 on the plan annexed to this Deed and marked Plan No.DMC-01 and certified as to its accuracy by or on behalf of the Authorized Person for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation and belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees. For the avoidance of doubt, the Residential Parking Spaces for the Disabled are the spaces provided pursuant to Special Condition No.(48)(c)(i) of the Government Grant. The Residential Parking Spaces for the Disabled marked No.CP-011 is reserved and designated out of the spaces provided under Special Condition No.(48)(a)(i) of the Government Grant and the Residential Parking Spaces for the Disabled marked No.C-20 is reserved and designated out of the spaces provided under Special Condition No.(48)(b)(i)(II) of the Government Grant.

"Residential Unit" means a Unit situated in the Towers intended for residential use in accordance with the Building Plans and the Occupation Permit and shall include but not limited to:-

(a) any balcony, utility platform, private flat roof, private roof (excluding roof features thereon being architectural features, grilles and fins thereon forming part of the external walls of the Towers) and private lift lobby and the door installed in the private lift lobby leading to the Common Areas and Facilities held with and forming part of such Residential Unit;

(b) the openable parts of the curtain wall structures of the Towers and such pieces of glass panels wholly enclosing or fronting the Residential Unit Provided That any glass panel forming part of the curtain wall structures that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Residential Common Areas;

(c) the internal walls and partitions of or within the Residential Unit;

(d) the inner half of any wall (other than the external walls of the Estate) and partition of or within the Residential Unit separating the Residential Unit or any part thereof from any other part(s) of the Estate;

(e) the inner half of any parapet and internal finishes of that parapet and any fence wall of a private flat roof, private roof, balcony or utility platform held with and forming part of the Residential Unit separating that private flat roof, private roof, balcony or utility platform from other part(s) of the Estate;

(f) Noise Mitigation Measures (if any) forming part of and/or serving exclusively such Residential Unit;

(g) the floor slabs (and in the event the floor slab is separating the Residential Unit (or any balcony, utility platform, private flat roof or private roof held with and forming part of the Residential Unit) from other part or parts of the Estate, the upper half of such floor slab), ceiling slabs (and in the event the ceiling slab is separating the Residential Unit (or any balcony, utility platform, private flat roof or private roof held with and forming part of the Residential Unit) from other part or parts of the Estate, the lower half of such ceiling slab); and

(h) the glass balustrades, metal balustrades or railings of the balconies, utility platforms, private flat roofs or private roofs held with and forming part of such Residential Unit as approved under the Building Plans.

"Slope Maintenance Guidelines" means the guidelines known as "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time).

"Slope Maintenance Manual" means the slope maintenance manual for the Slopes and Retaining Walls prepared in accordance with the Slope Maintenance Guidelines.

"Slopes and Retaining Walls" means any and all slopes, slope treatment works, retaining walls and other structures, within or outside the Lot, the maintenance of which is the liability of the Owners under the provisions of the Government Grant or this Deed.

"Special Fund" means one special fund to be set up by the Manager pursuant to the provisions of this Deed for expenditure in relation to the management of the Estate of a capital and non-recurring nature for the purpose of paragraph 4 of Schedule 7 of the Ordinance.

"Sub-Deed" means a Sub-Deed of Mutual Covenant in respect of any part of the Estate remaining in the ownership of the First Owner to be entered into between the First Owner and the co-owner or owners thereof pursuant to the provisions of this Deed.

"Towers" means the four towers of multi-storey buildings for residential purposes in the Residential Development erected on the Lot in accordance with the Building Plans and in the singular means one of the Towers.

"Undivided Share" means an equal undivided part or share of and in the Lot and of and in the Estate allocated in accordance with the provisions of this Deed or a Sub-Deed (if any).

"Unit" means a part of the Estate of which the full and exclusive right and privilege to the use occupation and enjoyment has been or is intended to be assigned to or retained by an Owner and "his Unit" in relation to an Owner means the Unit or Units in respect of which that Owner has the full and exclusive right and privilege to hold use occupy and enjoy. For the avoidance of doubt, (a) the Government Accommodation is a Unit for the purpose of this Deed; (b) the

Commercial Development is a Unit for the purpose of this Deed, but upon the disposal of specified parts of the Commercial Development individually, each of such specified part shall be a Unit; (c) the G/F Shop is a Unit for the purpose of this Deed; and (d) the Kindergarten and Spaces is a Unit for the purpose of this Deed; (e) the Commercial Car Park is a Unit for the purpose of this Deed, but upon the disposal of specified parts of the Commercial Car Park individually, each of such specified part shall be a Unit.

"Utilities" means the Utilities referred to and defined in Special Condition No.(9)(c) of the Government Grant.

"Visitors' Parking Spaces" means all those twenty parking spaces provided pursuant to Special Condition No.(48)(a)(iii) of the Government Grant situated in the basement of the Estate as shown and marked Nos.V01 to V20 (both inclusive) on the plan annexed to this Deed and marked Plan No.DMC-01 for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of the residents of the Residential Units, the accuracy of such plan is certified by or on behalf of the Authorized Person. For the avoidance of doubt, Visitors' Parking Space Nos.V-06 and V-07 are the spaces provided pursuant to Special Condition No.(48)(c)(i) of the Government Grant for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap.374), any regulations made thereunder and any amending legislation and is reserved and designated out of the spaces provided under Special Condition No.(48)(a)(iii) of the Government Grant.

"Works and Installations" means all major works and installations in the Estate, which require regular maintenance on a recurrent basis.

"Works and Installations Maintenance Manual" means the maintenance manual for the Works and Installations compiled by the First Owner.

WHEREAS:-

(1) 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 which is held under the Government Grant.

(2) The First Owner has developed the Lot in accordance with the Government Grant and the Building Plans.

(3) The Lot and the Estate have been notionally divided into 86,686 equal Undivided Shares which have been allocated as provided in the FIRST SCHEDULE hereto.

(4) 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 the First Assignee's Unit.

(5) Subject to the Government Grant, 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 Estate.

(6) The Director of Lands has approved the terms of this Deed in accordance with Special Condition No.(45)(a) of the Government Grant.

(7) 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 and references to Clauses, Sub-clauses and Schedules shall be references to clauses, sub-clauses and schedules of this Deed.

NOW THIS DEED WITNESSETH as follows :-

SECTION I

RIGHTS AND OBLIGATIONS OF OWNERS

1. The First Owner shall at all times hereafter subject to and with the benefit of the Government Grant 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 Estate together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the First Assignee's Unit assigned to the First Assignee as aforesaid and the Common Areas and Facilities and SUBJECT TO the rights and privileges granted to the First Assignee by the said Assignment AND SUBJECT TO the provisions of this Deed so far as they are still subsisting.

2. The First Assignee shall at all times hereafter subject to and with the benefit of the Government Grant 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 Assignee's Unit assigned to the First Assignee by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.

3. Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations provided in the SECOND SCHEDULE hereto, and the covenants and provisions contained in this Deed. For the avoidance of doubt, no Owner shall make objection to or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exercise of the rights and privileges reserved under Part B(c) of the SECOND SCHEDULE or in respect of any liabilities, losses, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the Mini Transport Interchange Reserved Area as the mini transport interchange (if any) for vehicular traffic or otherwise or arising out of the maintenance, presence or operation of the mini transport interchange (if any).

4. The Owner or Owners for the time being of each Undivided Share (including the First Owner) 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.

5. Subject to the Government Grant and this Deed, every Owner shall have the full right and liberty without reference to any other Owner or any person who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or such person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Share(s) or interest of and in the Lot and the Estate together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Estate which may be held therewith PROVIDED THAT any such transaction shall be expressly subject to and with the benefit of this Deed.

6. (a) The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Estate shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held PROVIDED ALWAYS THAT, in so far as any part of the Estate other than the Government Accommodation is concerned, the provisions of this Clause, subject to the Government Grant, do not extend to any lease, tenancy or licence with a term not exceeding ten (10) years.

(b) The right to the exclusive use, occupation and enjoyment of a flat roof or roof, balcony or utility platform or a private lift lobby, shall not be sold, assigned, mortgaged, charged, leased, licensed or otherwise dealt with separately from the

Residential Unit with which the flat roof or roof, balcony or utility platform or private lift lobby is held.

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

(b) The Owner of 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 and the Residential and Residential Car Park Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

(c) The Owner of any Residential Car Parking Space 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 Car Park Common Areas and Facilities and the Residential and Residential Car Park Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

(d) The right and liberty set out in Sub-clauses (a), (b) and (c) above shall be subject to the provisions of this Deed, the rights of the Manager and the Estate Rules relating thereto.

SECTION II

ADDITIONAL RIGHTS OF THE FIRST OWNER

8. Each and every Owner covenants with the First Owner with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Lot and the Estate and any interest therein that the First Owner shall for as long as it remains the beneficial owner of any Undivided Share have the sole, absolute and exclusive right (and in addition to any other rights which it may have reserved under the said Assignment to the First Assignee or otherwise) in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit and without the consent or concurrence of any

other Owners, the Owners' Committee, the Owners' Corporation or the Manager (save as otherwise restricted as in below) to do all or any of the following acts or deeds and to exercise all or any of the following rights which are hereby expressly excepted and reserved unto and (where appropriate) granted and conferred upon the First Owner and its specific assigns but shall exclude its general assigns provided that such rights shall be subject to the rights and privileges of F.S.I. and shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to F.S.I. in this Deed and the Government Grant:-

(a) The following exclusive rights and liberties of the First Owner in relation to the Commercial Development or any part thereof:-

(i) Subject to the approval of a meeting of the Owners at an Owners' meeting convened under this Deed, the right to apply to, negotiate and agree with the Government to amend, vary, modify, accept or enter into the Government Grant (including any plans annexed thereto) or any conditions thereof, or to obtain waiver, no-objection letter or licence (hereinafter collectively called the "Commercial Development Variation"), in so far as the same relates to the Commercial Development or any part thereof (including but not limited to re-designation of the routing and alignment of those parts of the Pedestrian Walkway situated in and forming part of the Commercial Development), from time to time for such purposes and in such manner as the First Owner in its absolute discretion shall decide or deem fit, and to execute any modification letter, waiver letter, no-objection letter, licence, deed of variation or any other Commercial Development Variation or modification document(s) in connection therewith in the name of the First Owner alone without the necessity of joining in any other Owner, and any such amendment or variation or modification shall be binding on the Owners Provided That such amendment, variation or modification will not interfere with the other Owners' right to the exclusive use occupation and enjoyment of their Units or impede or restrict their access to and from their Units Provided Further That the exercise of the right under this Sub-clause shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner. In the exercise of the right under this Sub-clause, the First Owner shall bear all costs arising therefrom and at its own expense make good any damage and shall ensure the least disturbance is caused. For the avoidance of doubt, in the event of re-

designation of the routing and alignment of those parts of the Pedestrian Walkway situated in and forming part of the Commercial Development under this Sub-clause, those parts of the Pedestrian Walkway situated in and forming part of the Commercial Development which for identification purpose only are shown and coloured indigo double hatched black on the plans annexed to this Deed and marked Plan Nos.DMC-02 to DMC-04 (both inclusive) or any part(s) thereof shall as from the date of a memorandum (with plan(s) annexed) signed by the First Owner specifying and showing the re-designated routing and alignment of such part(s) of the Pedestrian Walkway situated in and forming part of the Commercial Development be deemed to have been substituted amended and replaced in accordance with the said memorandum provided that such memorandum shall be subject to the prior written approval of the Director of Lands being first had been obtained (unless the requirement of approval is waived by the Director of Lands in his absolute discretion). The First Owner shall cause the said memorandum (with plan(s) annexed) to be registered in the Land Registry and upon such registration, such part(s) of the Pedestrian Walkway situated in and forming part of the Commercial Development shall be deemed to have been substituted amended and replaced in accordance with the said memorandum. Notwithstanding anything in this Sub-clause to the contrary, the exercise of such right of the First Owner under this Sub-clause:-

(A) insofar as the right to change, amend, vary, add to or alter plans is concerned, should:-

(I) not impede or restrict access to or from the Government Accommodation; and

(II) require approval of the Owner of the Government Accommodation if it directly affects the Government Accommodation. The Government Property Administrator shall in its sole discretion determine whether or not the Government Accommodation is directly affected;

(B) insofar as the right to amend, vary or modify the terms of the Government Grant is concerned:-

(I) shall require prior written approval of the Owner of the Government Accommodation if in the opinion of the Government Property Administrator it directly affects the Government Accommodation;

(II) shall not be prejudicial to the rights of the Owner of the Government Accommodation in the use and enjoyment of and access to the Government Accommodation; and

(III) must not result in the Owner of the Government Accommodation being liable for any premium payable for any amendment, variation or modification save that the Owner of the Government Accommodation may agree to pay that portion of the premium payable for the amendment, variation or modification to the extent that the amendment, variation or modification, in the opinion of the Government Property Administrator, directly benefits the Government Accommodation but not otherwise.

(ii) The right at any time hereafter subject to the approval of the Director of Lands (if such approval is necessary) and the Building Authority (if required) to change, amend, vary, add to or alter the Building Plans including but not limited to the alteration amendment and variation of the design or appearance of the external walls, surfaces and facade of and/or forming part of the Commercial Development or any part thereof or the user or the layout of the Commercial Development or any part thereof and the erection and construction of any additional staircases within the Commercial Development and re-designation of the routing and alignment of those parts of the Pedestrian Walkway situated in and forming part of the Commercial Development, from time to time for such purposes and in such manner as the First Owner in its absolute discretion shall decide or deem fit without the concurrence or approval of any Owner, Provided That such change, amendment, variation, addition or alteration will not interfere with the other Owners' right to the exclusive use occupation and enjoyment of their Units or impede or restrict their access to and from their Units Provided That the exercise of the right under this Sub-clause shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner. In the exercise of the right under this Sub-clause, the First Owner shall bear

all costs arising therefrom and at its own expense make good any damage and shall ensure the least disturbance is caused. For the further avoidance of doubt, in the event of re-designation of the routing and alignment of those parts of the Pedestrian Walkway situated in and forming part of the Commercial Development under this Sub-clause, those parts of the Pedestrian Walkway situated in and forming part of the Commercial Development which for identification purpose only are shown and coloured indigo double hatched black on the plans annexed to this Deed and marked Plan Nos.DMC-02 to DMC-04 (both inclusive) or any part(s) thereof shall as from the date of a memorandum (with plan(s) annexed) signed by the First Owner specifying and showing the re-designated routing and alignment of such part(s) of the Pedestrian Walkway situated in and forming part of the Commercial Development be deemed to have been substituted amended and replaced in accordance with the said memorandum provided that such memorandum shall be subject to the prior written approval of the Director of Lands being first had been obtained (unless the requirement of approval is waived by the Director of Lands in his absolute discretion). The First Owner shall cause the said memorandum (with plan(s) annexed) to be registered in the Land Registry and upon such registration, such part(s) of the Pedestrian Walkway situated in and forming part of the Commercial Development shall be deemed to have been substituted amended and replaced in accordance with the said memorandum. Notwithstanding anything in this Sub-clause to the contrary, the exercise of such right of the First Owner under this Sub-clause:-

(A) insofar as relating to the change, amendment, variation, addition or alteration to the master layout plan (if any), should not affect the Government Accommodation; and

(B) insofar as the right to change, amend, vary, add to or alter plans is concerned, should:-

(I) not impede or restrict access to or from the Government Accommodation; and

(II) require approval of the Owner of the Government Accommodation if it directly affects the Government Accommodation. The Government Property Administrator

shall in its sole discretion determine whether or not the Government Accommodation is directly affected.

(iii) Without prejudice to the generality of Sub-clauses (i) and (ii) above, the full right and liberty at any time hereafter subject to the approval of the Director of Lands (if such approval is necessary) and the Building Authority (if required) to erect and construct at the First Owner's own expense connections, one or more pedestrian footbridge and/or pedestrian walkway with connections and supports at such point(s) and level(s) as shall be approved by the Government to connect the Commercial Development or any part(s) thereof through any opening(s) to be made in the Commercial Development or any part(s) thereof with the adjoining or neighbouring lots and/or developments and as the First Owner may deem fit to apply for the agreement or consent of the Building Authority to dedicate for public passage such parts of the passageways in the Commercial Development which are leading to the pedestrian footbridge(s) and/or pedestrian walkway(s) and in return for such dedication to claim bonus plot ratio, buildable floor area and/or site coverage under the Building (Planning) Regulation Provided That in the exercise of such right:-

(A) (I) it shall not impede or restrict access to or from the Government Accommodation;

(II) it shall not affect the proper use and enjoyment of the Government Accommodation; and

(III) it requires approval of the Owner of the Government Accommodation if it directly affects the Government Accommodation. The Government Property Administrator shall in its sole discretion determine whether or not the Government Accommodation is directly affected;

(B) the First Owner shall at its own expense make good any damage and shall ensure the least disturbance is caused;

(C) it shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner;

(D) it shall not interfere with the exclusive right to hold, use, occupy and enjoy the Units which other Owners own or impede or restrict their access to and from their Units;

(E) it shall not contravene the terms and conditions of the Government Grant; and

(F) any consideration received therefor shall be credited to the Special Fund.

For the avoidance of doubt, in the exercise of the right under this Sub-clause, the First Owner is entitled to invoke the rights contained in Sub-clause (v).

(iv) The right to enter into one or more Sub-Deed or Sub-Deeds in respect of the Commercial Development or any part thereof for the purpose including but not limited to sub-allocating or re-allocating Undivided Shares and/or Management Units relating thereto and designating any part(s) of the Commercial Development as the Commercial Development common areas and facilities without joining in Owners of other parts of the Estate subject to the prior written approval of the Director of Lands to such Sub-Deed(s) being first had been obtained (unless the requirement of approval is waived by the Director of Lands in his absolute discretion) Provided That the provisions of such Sub-Deed(s) shall not contradict the conditions of the Government Grant and the provisions herein nor affect the rights, interests or obligations of any Owner not bound by such Sub-Deed(s).

(v) The right to enter into and upon the Common Areas and other parts of the Estate and the Lot with or without contractors, agents, workers and other persons authorised by the First Owner, and with or without all necessary equipment, plant, materials and machinery for the purposes of carrying out all or any works for implementation of and in accordance with the Building Plans (amended as aforesaid) and/or the Government Grant (with the Commercial Development Variation as aforesaid), including but not limited to the demolition and/or construction and/or relocation of any part(s) (whether structural or otherwise) of the Commercial Development Provided That the exercise of the right under this Sub-clause shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner Provided Further That the right of the First Owner under this Sub-clause to enter the Lot and the Estate as aforesaid shall exclude the Government Accommodation except where entry is for the purposes of commissioning, constructing and completing the Estate and is unavoidable when, in that event, it shall be subject to

prior reasonable notice, least disturbance being caused and an indemnity for costs and expenses incurred for any damage caused to the Government Accommodation Provided Further That the First Owner with or without contractors, agents, workers and other persons authorised by the First Owner, and with or without all necessary equipment, plant, materials and machinery can enter the Government Accommodation for maintenance and repair purposes but prior approval for such entry upon the Government Accommodation is required except in emergency and the First Owner shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation. Provided Further that in the exercise of the right under this Sub-clause, the other Owners' right to the exclusive use occupation and enjoyment of their Units shall not be interfered with or their access to and from their Units shall not be impeded or restricted. The First Owner shall bear all costs arising therefrom and at its own expense make good any damage and shall ensure the least disturbance is caused.

(vi) To display, install, erect, affix or permit to be displayed, installed, erected or affixed upon the external walls, surfaces and facade of and/or forming part of the Commercial Development or any part thereof logos, posters and other advertising signs or structures whatsoever and whether illuminated or not (including but not limited to structures for LED display) as the Owner of the Commercial Development deems fit and to amend, vary, alter or modify the design or appearance of the external walls, surfaces and facade of and/or forming part of the Commercial Development or any part thereof, but any work shall be carried out subject to the approval of the Government authorities and in accordance with all relevant ordinances and regulations Provided That the exercise of the right under this Sub-clause shall not interfere with the exclusive right to hold, use, occupy and enjoy the Units which other Owners own or impede or restrict their access to and from their Units Provided Further That the exercise of the right under this Sub-clause shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner. Notwithstanding anything in this Sub-clause to the contrary, no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation.

(vii) To alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Commercial Development or any part thereof (hereinafter referred to as "the Commercial Development Services") so long as the First Owner or a single Owner remains or is the sole Owner of the whole of the Commercial Development Provided That (I) proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Commercial Development 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 Commercial Development and (II) the First Owner shall make good any damages caused thereby Provided Further That the exercise of the right under this Sub-clause shall not interfere with the exclusive right to hold, use, occupy and enjoy the Units which other Owners own or impede or restrict their access to and from their Units and the First Owner shall ensure the least disturbance is caused.

(viii) 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 Commercial Development or any part thereof at any time or times including the exterior surfaces and external facade and the external walls of and/or forming part of the Commercial Development and in such manner as the First Owner may deem fit and the right to enter into and upon any part of the Lot and the Estate 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 causing as little disturbance as is reasonably practicable and making good any damage caused by such entry 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 Provided That the right of the First Owner under this Sub-clause to enter the Lot and the Estate and to license or otherwise permit or grant the right so to do to any other person as aforesaid shall exclude the Government Accommodation except where entry is for the purpose of commissioning, constructing and completing the Estate and is unavoidable when, in that event, it shall be subject to prior reasonable notice, least disturbance being caused and an indemnity for costs and expenses incurred for any damage caused to the

Government Accommodation Provided Further That the First Owner with or without workmen and equipment can enter the Government Accommodation for maintenance and repair purposes but prior approval for such entry upon the Government Accommodation is required except in emergency and the First Owner shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation. Provided Further that in the exercise of the right under this Sub-clause, the other Owners' right to the exclusive use occupation and enjoyment of their Units shall not be interfered with or their access to and from their Units shall not be impeded or restricted. Notwithstanding anything in this Sub-clause to the contrary, no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation.

(ix) To maintain, renew, improve, change and alter the external facade and the external walls of and/or forming part of the Commercial Development and to enter into and upon any part of the Estate with or without workmen and equipment at all reasonable times upon giving prior written notice for any or all of the purposes aforesaid causing as little disturbance as is reasonably practicable and making good any damage caused by such entry Provided That the right of the First Owner under this Sub-clause to enter the Estate as aforesaid shall exclude the Government Accommodation except where entry is for the purposes of commissioning, constructing and completing the Estate and is unavoidable when, in that event, it shall be subject to prior reasonable notice, least disturbance being caused and an indemnity for costs and expenses incurred for any damage caused to the Government Accommodation Provided Further That the First Owner with or without workmen and equipment can enter the Government Accommodation for maintenance and repair purposes but prior approval for such entry upon the Government Accommodation is required except in emergency and the First Owner shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation. Provided Further that in the exercise of the right under this Sub-clause, the other Owners' right to the exclusive use occupation and enjoyment of their Units shall not be interfered with or their access to and from their Units shall not be impeded or restricted. Notwithstanding anything in this Sub-clause to the contrary, no chimneys, flues, pipes or other structures

or facilities shall be installed or affixed onto the external walls of the Government Accommodation.

(x) The right to change the name of the Commercial Development or any part thereof at anytime upon giving three months' notice to the Owners.

(b) The following exclusive rights and liberties of the First Owner in relation to the Commercial Car Park or any part thereof:-

(i) Subject to the approval of a meeting of the Owners at an Owners' meeting convened under this Deed, the right to apply to, negotiate and agree with the Government to amend, vary, modify, accept or enter into the Government Grant (including any plans annexed thereto) or any conditions thereof, or to obtain waiver, no-objection letter or licence (hereinafter collectively called the "Commercial Car Park Variation"), in so far as the same relates to the Commercial Car Park or any part thereof, from time to time for such purposes and in such manner as the First Owner in its absolute discretion shall decide or deem fit, and to execute any modification letter, waiver letter, no-objection letter, licence, deed of variation or any other Commercial Car Park Variation or modification document(s) in connection therewith in the name of the First Owner alone without the necessity of joining in any other Owner, and any such amendment or variation or modification shall be binding on the Owners Provided That such amendment, variation or modification will not interfere with the other Owners' right to the exclusive use occupation and enjoyment of their Units or impede or restrict their access to and from their Units Provided Further That the exercise of the right under this Sub-clause shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner. In the exercise of the right under this Sub-clause, the First Owner shall bear all costs arising therefrom and at its own expense make good any damage and shall ensure the least disturbance is caused. Notwithstanding anything in this Sub-clause to the contrary, the exercise of such right of the First Owner under this Sub-clause:-

(A) insofar as the right to change, amend, vary, add to or alter plans is concerned, should:-

(I) not impede or restrict access to or from the Government Accommodation; and

(II) require approval of the Owner of the Government Accommodation if it directly affects the Government Accommodation. The Government Property Administrator shall in its sole discretion determine whether or not the Government Accommodation is directly affected;

(B) insofar as the right to amend, vary or modify the terms of the Government Grant is concerned:-

(I) shall require prior written approval of the Owner of the Government Accommodation if in the opinion of the Government Property Administrator it directly affects the Government Accommodation;

(II) shall not be prejudicial to the rights of the Owner of the Government Accommodation in the use and enjoyment of and access to the Government Accommodation; and

(III) must not result in the Owner of the Government Accommodation being liable for any premium payable for any amendment, variation or modification save that the Owner of the Government Accommodation may agree to pay that portion of the premium payable for the amendment, variation or modification to the extent that the amendment, variation or modification, in the opinion of the Government Property Administrator, directly benefits the Government Accommodation but not otherwise.

(ii) The right at any time hereafter subject to the approval of the Director of Lands (if such approval is necessary) and the Building Authority (if required) to change, amend, vary, add to or alter the Building Plans including but not limited to the alteration amendment and variation of the user or the layout of the Commercial Car Park or any part thereof and the erection and construction of any additional staircases within the Commercial Car Park, from time to time for such purposes and in such manner as the First Owner in its absolute discretion shall decide or deem fit without the concurrence or approval of any Owner, Provided That such change, amendment, variation, addition or alteration will not interfere with the other Owners' right to the exclusive use occupation and enjoyment of their Units or impede or restrict their access to and

from their Units Provided That the exercise of the right under this Sub-clause shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner. In the exercise of the right under this Sub-clause, the First Owner shall bear all costs arising therefrom and at its own expense make good any damage and shall ensure the least disturbance is caused. Notwithstanding anything in this Sub-clause to the contrary, the exercise of such right of the First Owner under this Sub-clause:-

(A) insofar as relating to the change, amendment, variation, addition or alteration to the master layout plan (if any), should not affect the Government Accommodation; and

(B) insofar as the right to change, amend, vary, add to or alter plans is concerned, should:-

(I) not impede or restrict access to or from the Government Accommodation; and

(II) require approval of the Owner of the Government Accommodation if it directly affects the Government Accommodation. The Government Property Administrator shall in its sole discretion determine whether or not the Government Accommodation is directly affected.

(iii) The right to enter into one or more Sub-Deed or Sub-Deeds in respect of the Commercial Car Park or any part thereof for the purpose including but not limited to sub-allocating or re-allocating Undivided Shares and/or Management Units relating thereto and designating any part(s) of the Commercial Car Park as the Commercial Car Park common areas and facilities without joining in Owners of other parts of the Estate subject to the prior written approval of the Director of Lands to such Sub-Deed(s) being first had been obtained (unless the requirement of approval is waived by the Director of Lands in his absolute discretion) Provided That the provisions of such Sub-Deed(s) shall not contradict the conditions of the Government Grant and the provisions herein nor affect the rights, interests or obligations of any Owner not bound by such Sub-Deed(s).

(iv) The right to enter into and upon the Common Areas with or without contractors, agents, workers and other persons authorised by the First

Owner, and with or without all necessary equipment, plant, materials and machinery for the purposes of carrying out all or any works for implementation of and in accordance with the Building Plans (amended as aforesaid) and/or the Government Grant (with the Commercial Car Park Variation as aforesaid), including but not limited to the demolition and/or construction and/or relocation of any part(s) (whether structural or otherwise) of the Commercial Car Park Provided That the exercise of the right under this Sub-clause shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner Provided Further That the right of the First Owner under this Sub-clause to enter the Lot and the Estate as aforesaid shall exclude the Government Accommodation except where entry is for the purposes of commissioning, constructing and completing the Estate is unavoidable when, in that event, it shall be subject to prior reasonable notice, least disturbance being caused and an indemnity for costs and expenses incurred for any damage caused to the Government Accommodation Provided Further That the First Owner with or without contractors, agents, workers and other persons authorised by the First Owner, and with or without all necessary equipment, plant, materials and machinery can enter the Government Accommodation for maintenance and repair purposes but prior approval for such entry upon the Government Accommodation is required except in emergency and the First Owner shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation. In the exercise of the right under this Sub-clause, the other Owners' right to the exclusive use occupation and enjoyment of their Units shall not be interfered with or their access to and from their Units shall not be impeded or restricted. The First Owner shall bear all costs arising therefrom and at its own expense make good any damage and shall ensure the least disturbance is caused.

(v) To display, install, erect, affix or permit to be displayed, installed, erected or affixed upon the walls, surfaces and facade of and/or forming part of the Commercial Car Park or any part thereof logos, posters and other advertising signs or structures whatsoever and whether illuminated or not, but any such work shall be carried out subject to the approval of the Government authorities and in accordance with all relevant ordinances and regulations Provided That the exercise of the right under this Sub-clause shall not interfere with the exclusive right to

hold, use, occupy and enjoy the Units which other Owners own or impede or restrict their access to and from their Units Provided Further That the exercise of the right under this Sub-clause shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner.

(vi) To alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Commercial Car Park or any part thereof (hereinafter referred to as "the Commercial Car Park Services") at any time at its absolute discretion without the consent of the Manager, or other Owners Provided That (I) proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Commercial Car Park 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 Commercial Car Park and (II) the First Owner shall make good any damages caused thereby Provided Further That the exercise of the right under this Sub-clause shall not interfere with the exclusive right to hold, use, occupy and enjoy the Units which other Owners own or impede or restrict their access to and from their Units and the First Owner shall ensure the least disturbance is caused.

(vii) 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 Commercial Car Park or any part thereof at any time or times and in such manner as the First Owner may deem fit and the right to enter into and upon any part of the Lot and the Estate 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 causing as little disturbance as is reasonably practicable and making good any damage caused by such entry 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 Provided That the right of the First Owner under this Sub-clause to enter the Lot and the Estate and to license or otherwise permit or grant the right so to do to any other person as aforesaid shall exclude the Government Accommodation except where entry is for the purposes of commissioning, constructing and completing the Estate is unavoidable when, in that event, it shall be subject to prior

reasonable notice, least disturbance being caused and an indemnity for costs and expenses incurred for any damage caused to the Government Accommodation Provided Further That the First Owner with or without workmen and equipment can enter the Government Accommodation for maintenance and repair purposes but prior approval for such entry upon the Government Accommodation is required except in emergency and the First Owner shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation. Provided Further that in the exercise of the right under this Sub-clause, the other Owners' right to the exclusive use occupation and enjoyment of their Units shall not be interfered with or their access to and from their Units shall not be impeded or restricted.

(c) The right to apply to, negotiate and agree with the Government to amend, vary or modify the Government Grant (including any plans annexed thereto) or any conditions thereof, or to obtain waiver, no-objection letter or licence, from time to time for such purposes and in such manner as the First Owner in its absolute discretion shall decide or deem fit, and to execute any modification letter, waiver letter, no-objection, licence, letter, deed of variation or any other modification document(s) in connection therewith in the name of the First Owner alone without the necessity of joining in any other Owner, and any such amendment or variation or modification shall be binding on the Owners Provided that the exercise of such right of the First Owner:-

(A) insofar as the right to change, amend, vary, add to or alter plans is concerned, should:-

(I) not impede or restrict access to or from the Government Accommodation; and

(II) require approval of the Owner of the Government Accommodation if it directly affects the Government Accommodation. The Government Property Administrator shall in its sole discretion determine whether or not the Government Accommodation is directly affected; and

(B) insofar as the right to amend, vary or modify the terms of the Government Grant is concerned:-

(I) shall require the prior written approval of the Owner of the Government Accommodation if in the opinion of the Government

Property Administrator it directly affects the Government Accommodation;

(II) shall not be prejudicial to the rights of the Owner of the Government Accommodation in the use and enjoyment of and access to the Government Accommodation; and

(III) must not result in the Owner of the Government Accommodation being liable for any premium payable for any amendment, variation or modification save that the Owner of the Government Accommodation may agree to pay that portion of the premium payable for the amendment, variation or modification to the extent that the variation, in the opinion of Government Property Administrator, directly benefits the Government Accommodation but not otherwise.

Provided Further That:-

(aa) the exercise of such right shall be subject to the prior approval of the Owners at an Owners' meeting convened under this Deed;

(bb) such amendment, variation or modification will not interfere with the Owners' right to the exclusive use occupation and enjoyment of their Units or impede or restrict their access to and from their Units;

(cc) the exercise of the right under this Sub-clause shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner; and

(dd) if the amendment, variation or modification involves or results in an adjustment of the boundary of the Lot, any payment received shall be credited to the Special Fund.

(d) The right at any time hereafter subject to the approval of the Director of Lands (if such approval is necessary) and the Building Authority (if required) to change, amend, vary, add to or alter the Building Plans including but not limited to the alteration amendment and variation of the user or the layout of the Estate or any part thereof from time to time for such purposes and in such manner as the First Owner in its absolute discretion shall decide or deem fit without the concurrence or approval of any Owner and to carry out all or any works for implementation of and in accordance with such amended Building Plans and/or the Government Grant (with modification or variation as aforesaid), and to do

everything necessary therefor or incidental thereto, including but not limited to the demolition and/or construction and/or relocation of any part(s) (whether structural or otherwise) of the Estate Provided that the exercise of such right of the First Owner:-

(i) shall not impede or restrict access to or from the Government Accommodation;

(ii) shall require approval of the Owner of the Government Accommodation if they directly affect the Government Accommodation and in this respect the Government Property Administrator shall in its sole discretion determine whether or not the Government Accommodation is directly affected;

(iii) shall not interfere with the Owners' right to the exclusive use occupation and enjoyment of their Units or impede or restrict their access to and from their Units but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the relevant Government authorities if the same is necessary; and

(iv) shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner.

(e) The right to enter into one or more Sub-Deed or Sub-Deeds in respect of any part or parts of the Estate (excluding the Government Accommodation) which have not been sold or assigned by the First Owner without joining in Owners of other parts of the Estate subject to the prior written approval of the Director of Lands to such Sub-Deed(s) being first had been obtained (unless the requirement of approval is waived by the Director of Lands in his absolute discretion) Provided That the provisions of such Sub-Deed(s) shall not contradict the conditions of the Government Grant and the provisions herein nor affect the rights, interests or obligations of any Owner not bound by such Sub-Deed(s).

(f) The right to effect surrenders and/or dedication of any part or parts of the Lot and/or the Estate (excluding the Government Accommodation) to the Government either pursuant to the Government Grant or otherwise or whenever required by the Government so to do and the First Owner shall be at liberty to surrender to the Government or dedicate the same (excluding the Government Accommodation) for public use in such form and manner as it shall in its absolute discretion think fit Provided That an Owner's right to hold use occupy and enjoy his Unit shall not be affected and Provided That his access to and

from his Unit shall not be impeded or restricted Provided Further That the exercise of the right under this Sub-clause shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner.

(g) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to designate and declare by deed any area or part or parts of the Estate 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 Estate Common Areas and Facilities or additional Residential Common Areas and Facilities or additional Residential Car Park Common Areas and Facilities or additional Residential and Residential Car Park Common Areas and Facilities whereupon with effect from such designation and declaration such additional Estate Common Areas and Facilities or additional Residential Common Areas and Facilities or additional Residential Car Park Common Areas and Facilities or additional Residential and Residential Car Park Common Areas and Facilities (as the case may be) shall form part of the Estate Common Areas and Facilities or Residential Common Areas and Facilities or Residential Car Park Common Areas and Facilities or Residential and Residential Car Park Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the maintenance and upkeep of the same as if they were part of the Estate Common Areas and Facilities or Residential Common Areas and Facilities or Residential Car Park Common Areas and Facilities or Residential and Residential Car Park Common Areas and Facilities (as the case may be) PROVIDED THAT in making such designation and declaration the First Owner shall not affect the proper use and enjoyment of the Government Accommodation and shall not interfere with or affect an Owner's exclusive right to hold, use, occupy and enjoy the Unit which such Owner owns or impede or restrict his access to and from his Unit.

(h) The right to assign the Undivided Shares relating to the Common Areas or Facilities or any part or parts thereof to the Manager free of cost or consideration to be held on trust for all the Owners subject to this Deed. The Manager shall hold such Undivided Shares as trustee for all Owners for the time being.

(i) The exclusive right to change the name of the Estate or any part thereof (save and except the Government Accommodation) and subsequently to further change the same at any time and from time to time and the First Owner shall

exhibit or request the Manager to exhibit a notice in English and Chinese on the public notice board of the Estate for a period of not less than three months.

(j) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to affix, maintain, alter, repair, service, replace, renew and remove any one or more chimneys, flues, pipes, masts, conduits, plant, machinery, equipment, lightning conductors and lighting fixtures, systems for broadcast transmission and reception, including, without limitation, communal aerial broadcast and distribution systems, microwave distribution systems, aerials, dishes, antennae, transmitters, transponders, receivers, tuners and the ancillary equipment and connections thereto and other fixtures or structures of whatsoever kind on or within any part or parts of the Common Areas and the right to enter into and upon any part of the Lot and the Estate (save and except the Government Accommodation) with or without workmen and equipment at all reasonable times on giving prior reasonable written notice (except in the case of emergency) for any or all of the purposes aforesaid Provided That the exercise of the rights under this Sub-clause (j) shall be for the purpose of supplying utility services to the Lot only Provided Further That:-

(i) no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation;

(ii) such rights shall not interfere with the exclusive use of the Units which other Owners own or impede or restrict their access to and from their Units;

(iii) any consideration received therefor shall be credited to the Special Funds; and

(iv) the exercise of the right under this Sub-clause shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner.

(k) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, footbridges, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and

electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by licence for the benefit of the Lot and the Estate as the First Owner shall deem fit Provided That the exercise of such right shall not affect or interfere with an Owner's right to hold, use, occupy and enjoy the part of the Estate which he owns or impede or restrict his access to and from his Unit.

(l) The rights to enter into and upon all parts of the Lot and the Estate (excluding the Government Accommodation) with all necessary equipment, plant, materials and machinery for the purposes of completing or commissioning the construction of the Estate or any part thereof or the development of the Lot or any part thereof and carrying out any other works in, under, on or over the Lot and the Estate as it may from time to time see fit Provided that the exercise of the right under this Sub-clause shall affect only the Units remaining unsold or otherwise owned or retained by the First Owner. The right of the First Owner to enter the Lot and the Estate (excluding the Government Accommodation) to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorised by the First Owner. The First Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Lot and the Estate (excluding the Government Accommodation) that the Owners, their servants, agents or licensees may or may not use while such works are being carried out provided that the Owner's right to hold, use, occupy and enjoy the Unit which he owns shall not be interfered with or his access to and from his Unit shall not be impeded or restricted And Provided that the First Owner shall at its own expense made good any damage that may be caused by or arise from such construction or other works or such right of entry. The right of the First Owner under this Clause to enter the Lot and the Estate as aforesaid shall exclude the Government Accommodation except where entry is for the purpose of commissioning, constructing and completing the Estate and is unavoidable when, in that event, it shall be subject to prior reasonable notice, least disturbance being caused and an indemnity for costs and expenses incurred for any damage caused to the Government Accommodation.

(m) The right to build and operate in such part of parts of the Common Areas and Facilities to complete the Estate in accordance with the Building Plans Provided That such buildings and operations shall not contravene the terms and conditions of the Government Grant or any of the laws and regulations for the

time being in force in Hong Kong, and shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy his Unit or impede or restrict his access to and from his Unit Provided Further that the exercise of the right under this Sub-clause shall affect only such part(s) of the Estate remaining unsold or otherwise owned or retained by the First Owner.

(n) The right to utilize in whole or in part the balance of the maximum plot ratio of the Lot for the time being permitted under the Buildings Ordinance or under the Government Grant or otherwise including any concessions or bonus which may be granted by the Building Authority or obtained as a result of modification of the Government Grant Provided That the exercise of the right under this Sub-clause shall not interfere with or affect an Owner's exclusive right to hold, use, occupy and enjoy his Unit which such Owner owns or impede or restrict his access to and from his Unit.

(o) Subject to the approval of the Director of Lands on the relevant Sub-Deed, the right to sub-allocate and/or re-allocate the Undivided Shares and/or Management Units relating to any part or parts of the Estate provided that such sub-allocation or re-allocation shall not affect the proportion of Undivided Shares and/or Management Units (if any) allocated to the Government Accommodation. Where the Director is satisfied upon submission of the draft Sub-Deed to the Director, that the Sub-Deed relates only to the internal sub-division of an existing Unit and by the Sub-Deed there will be no alteration to the Common Areas or liability for management or other charges under this Deed, the Director may, in his absolute discretion, waive the requirement of approval of the Sub-Deed.

For the avoidance of doubt, it is expressly agreed and declared that the First Owner shall not represent F.S.I. or the Government Property Administrator in any dealings with the Government directly affecting the Government Accommodation and in this respect, the Government Property Administrator shall in its sole discretion determine whether or not the Government Accommodation is directly affected.

For the purpose of this Clause 8 only, "the First Owner" shall exclude its general assigns.

9. (a) The Owners (save and except F.S.I. as Owner of the Government Accommodation) hereby jointly and severally and irrevocably APPOINT the First Owner to be 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 acts and deeds deliver such 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 8 with the full power of delegation and the Owners (save and except F.S.I. as Owner of the Government Accommodation) hereby further jointly and severally and irrevocably undertake to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned grant and to ratify and confirm all that the First Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners. For the purpose of Clause 9(a) only, "First Owner" shall include its specific assigns but exclude its general assigns.

(b) Every assignment of the Unit (excluding the Government Accommodation) shall include a covenant in substantially the following terms: "The Purchaser covenants with the Vendor for itself and as agent for Centralcon (Fo Tan) Company Limited ("the Company" which expression shall include its successors assigns) to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the 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 Estate and be enforceable by the Company 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 Company under Clause 8 of a Deed of Mutual Covenant and Management Agreement dated the 26th day of June 2023 and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;

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

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

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

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

SECTION III

MANAGER AND MANAGEMENT CHARGES

10. (a) Subject to the provisions of the Ordinance and Sub-clauses (c), (e) and (f) of this Clause 10, the parties hereto have agreed with the Manager for the Manager to undertake the management and maintenance of the Lot and the Estate (excluding the Government Accommodation) for an initial term of two (2) years from the date of appointment under this Deed and to be continued thereafter Provided that nothing herein shall restrict or prohibit the termination of the appointment of the Manager during such initial term or at any time thereafter under the following circumstances:-

(i) resignation of the Manager in accordance with paragraph 6 of Schedule 7 to the Ordinance; or

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

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

(iv) the termination of the Manager's appointment by the Owners' Corporation in accordance with paragraph 7 of Schedule 7 to the Ordinance.

(b) If the Manager's appointment ends for any reason, the Manager shall comply with the obligations as set out in paragraph 8 of Schedule 7 to the Ordinance.

(c) F.S.I. as Owner of the Government Accommodation shall be responsible for the maintenance and management thereof but not the remainder of the Estate.

(d) F.S.I. as Owner of the Government Accommodation shall not be liable to contribute any Management Charges in respect of the remainder of the Estate and in particular shall not be liable for payment of any Management Charges whatsoever incurred in respect of the Common Areas and Facilities, including the Items.

(e) Notwithstanding Sub-clause (c) above, upon the request of the Owner of the Government Accommodation, the Manager will undertake the maintenance of services, facilities and installations serving exclusively the Government Accommodation and will be reimbursed with the costs expended in carrying out such maintenance on condition that the maintenance will not be carried out until the Manager has submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary and the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance work to be carried out by the Manager.

(f) For the avoidance of doubt and notwithstanding anything to the contrary contained in this Deed, it is expressly declared that:-

(i) so long as the First Owner or a single Owner remains or is the sole Owner of the whole of the Commercial Development, the First Owner or the single Owner shall be entitled and have the right to manage, maintain and control the Commercial Development (whether by itself or a manager appointed by it) to the exclusion of the Manager provided that in the event Units in the Commercial Development are disposed of individually by the First Owner or the single Owner, the First Owner or the single Owner shall appoint the Manager under the Sub-Deed in respect of the Commercial Development to manage and maintain the Commercial Development on the terms and conditions as contained in this Deed; and

(ii) so long as the First Owner or a single Owner remains or is the sole Owner of the whole of the Commercial Car Park, the First Owner or the single Owner shall be entitled and have the right to manage, maintain and control the Commercial Car Park (whether by itself or a manager appointed by it) to the exclusion of the Manager provided that in the event Units in the Commercial Car Park are disposed of individually by the First Owner or the single Owner, the First Owner or the single Owner shall appoint the Manager under the Sub-Deed in respect of the Commercial Car Park to manage and maintain the Commercial Car Park on the terms and conditions as contained in this Deed.

11. Upon termination of the Manager's employment in whatever manner this may occur, a meeting of the Owners' Committee shall immediately be convened to appoint a manager to take its place and such meeting shall appoint a manager who shall on the expiry of the notice given by or, as the case may be, to the Manager be immediately thereupon and thenceforth become vested with all the powers and duties of the Manager hereunder and the Owners' Committee shall on behalf of the Owners enter into a Management Agreement with such new manager defining its rights duties and obligations. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that at no time shall the Lot and the Estate be without a responsible duly appointed manager to manage the Estate (excluding the Government Accommodation) after the issue of an Occupation Permit covering the same.

12. (a) The Manager's Fee, being the remuneration of the Manager for the performance of its duties hereunder shall not be more than 10% of the total annual

Management Expenses (excluding the amount for the Manager's Fee itself and capital expenditure or expenditure drawn out of the Special Fund) reasonably and necessarily incurred in the good and efficient management of the Lot and 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. The Owners (excluding F.S.I. as Owner of the Government Accommodation) shall pay to the Manager the Manager's Fee hereunder in advance on the first day (or such other day as the Manager may deem appropriate) of each calendar month. The percentage of total annual Management Expenses against which the Manager's Fee is calculated shall not be varied except by a resolution passed at a meeting of the Owners convened under this Deed Provided That in calculating the Manager's Fee under this Clause, the Owners may by a resolution of Owners at an Owners' meeting convened under this Deed at its absolute discretion decide to include in such calculation any capital expenditure or expenditure drawn out of the Special Fund at the rate of ten per cent (10%) or at such lower rate as the Owners consider appropriate.

(b) The Manager's Fee as aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salary, bonuses, fringe benefits, compensation, severance payment and fees for any staff serving the Lot and the Estate (excluding the Government Accommodation), facilities, accountancy services or other professional supervision for the Lot and the Estate exclusively (excluding the Government Accommodation) and all disbursements and out of pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs and expenses shall form part of the Management Expenses and shall be a direct charge upon the management funds.

13. (a) In the determination of the total amount of Management Expenses, the Manager shall observe and comply with paragraph 1 of Schedule 7 to the Ordinance.

(b) In respect of each financial year and to enable the Manager to determine the Management Charges payable by the respective Owners (save and except F.S.I. as Owner of the Government Accommodation), the Manager shall prepare six separate and independent draft annual Management Budgets in accordance with Clause 14 of this Deed setting out the estimated management expenditure of the Lot and the Estate (excluding the Government Accommodation) during the financial year provided that the first draft annual Management Budgets to

be prepared by the Manager shall cover the period from the date of this Deed until the 31st day of December of that year unless that period shall be less than 6 months in which event it shall cover the period from the date of this Deed until the 31st day of December of the following year and all subsequent draft annual Management Budgets shall be prepared by the Manager at least one month prior to the commencement of the financial year and such subsequent draft annual Management Budgets (other than the first draft annual Management Budgets) shall be prepared in consultation with the Owners' Committee (if the same has been established pursuant to the provisions of this Deed).

(c) The Management Expenses shall cover all expenditure which is to be necessarily and reasonably incurred for the proper good and efficient management and maintenance of the Lot and the Estate (excluding the Government Accommodation) and the Common Areas and Facilities therein including but without prejudice to the generality of the foregoing the following costs charges and expenses:-

(i) the expenses for maintenance, operation, control, repair, cleansing, painting, decorating, improving and keeping in good condition of all Common Areas and Facilities and the lighting thereof (including but not limited to the artificial lighting and backup emergency system serving the staircases);

(ii) the charges for the supply and consumption of electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities and charges, assessments, impositions and outgoings payable in respect of the Common Areas and Facilities;

(iii) the cost (including but not limited to salaries, bonuses, fringe benefits, compensation as required by law, severance payment and medical insurance) of employing executives, clerical staff, accountants, caretakers, security guards, watchmen, cleaners, and such other staff to manage and administer the Lot and the Estate (excluding the Government Accommodation) and the Common Areas and Facilities therein and the expenses of purchasing or hiring all necessary plant, equipment and machinery;

(iv) the cost and expense of inspecting, maintaining and repairing the foundations, columns and other structures (except those structures

forming parts of the relevant Units) constructed or to be constructed for the support of the Estate and the drains nullahs sewers pipes watermains and channels and such other areas whether within or outside the Lot that are required to be maintained under the Government Grant;

(v) the Government rent of the Lot payable under the Government Grant Provided only if no apportionment or separate assessments have been made for individual Units and the Manager decides, in its discretion, that the same shall be included as part of the management expenditure and the Government rent (if any) in respect of the Common Areas and Facilities;

(vi) the expenses of refuse collection, storage and disposal in respect of the Lot and the Estate (excluding the Government Accommodation) and the Common Areas and Facilities;

(vii) the premia for insurance of the Common Areas and Facilities, including the Items, against damage by fire and/or such other perils up to the full new reinstatement value thereof and of the Manager for and on behalf of itself as the Manager of the Lot and the Estate (excluding the Government Accommodation) and the Owners of the Lot and the Estate against third party or public liability or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager including a due proportion of premia for the insurance cover of the employer's liability to cover the employees employed by the headquarters office(s) of the Manager for the Estate (excluding the Government Accommodation) as well as any other lands, developments and buildings and for the avoidance of doubt, such due proportion of premia shall be directly related to the management of the Estate;

(viii) a sum for contingencies;

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

(x) all costs incurred in connection with the maintenance and management of the Common Areas and Facilities;

(xi) any tax payable by the Manager on any of the sums held by it under the provisions of this Deed Provided however that any tax payable on the Manager's Fee shall be borne and paid by the Manager;

(xii) the cost of inspecting, repairing and maintaining the Slopes and Retaining Walls (if any) the maintenance of which is the liability of the Owners under the Government Grant or this Deed and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual;

(xiii) the licence fees (if any) payable to the Government for laying of drains and channels which serve the Estate within or under the Government land adjacent to the Lot;

(xiv) any other costs, charges and expenses properly incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed or under any Sub-Deeds in respect of any part or parts of the Lot and the Estate (excluding the Government Accommodation);

(xv) the expenses for cultivation, irrigation and maintenance of the planters and landscaped areas on the Common Areas and Facilities;

(xvi) all costs and expenses incurred in connection with the environmental control and protection in respect of the Lot and the Estate (excluding the Government Accommodation) and the Common Areas and Facilities;

(xvii) all costs and expenses incurred by the Manager for the repair, maintenance and reinstatement of the transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Estate;

(xviii) the costs and expenses for the control, operation, management and maintenance of the Recreational Areas and Facilities;

(xix) the administrative fees or expenses of any description whatsoever charged by the providers of the credit or electronic means of payment effected by Owners;

(xx) all costs and expenses incurred in connection with maintaining the Green Area together with the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed,

installed and provided thereon or therein in accordance with the Government Grant (until possession of the Green Area is re-delivered to the Government) in observing and complying with Special Condition No.(5)(a)(iii) of the Government Grant;

(xxi) all costs and expenses incurred in connection with maintaining the Green Stippled Black Area together with the Green Stippled Black Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in accordance with the Government Grant (until possession of the Green Stippled Black Area is re-delivered to the Government) in observing and complying with Special Condition No.(5)(b)(iii) of the Government Grant;

(xxii) all costs and expenses incurred in connection with keeping and maintaining the areas landscaped of the Lot and the Estate provided pursuant to Special Condition No.(16)(c) of the Government Grant in accordance with Special Condition No.(16)(d) of the Government Grant on the Common Areas and Facilities and the Greenery Area which form part of the Common Areas and Facilities;

(xxiii) all costs and expenses incurred in connection with managing and maintaining the Items which are the obligations of the Owners (save and except F.S.I. as Owner of the Government Accommodation) in observing and complying with Special Condition No.(30)(a) of the Government Grant;

(xxiv) all costs and expenses incurred in connection with keeping and maintaining the pedestrian link in the design as Covered Walkway and the Pedestrian Walkway which form parts of the Common Areas and Facilities in accordance with Special Condition Nos.(38)(c) and (38)(e) of the Government Grant;

(xxv) all costs and expenses incurred in connection with keeping such parts of the Pedestrian Walkway forming part of the Common Areas and Facilities open for the lawful purpose without interruption in compliance with Special Condition No.(38)(f) of the Government Grant;

(xxvi) all costs and expenses incurred in connection with carrying out regular maintenance and regular monitoring of any prestressed ground anchors

(if any) that are installed within the Lot throughout their service life and supply to the Director of Lands of such reports and information on all such monitoring works in compliance with Special Condition No.(59) of the Government Grant;

(xxvii) all costs and expenses incurred in relation to maintaining any section of the connection works which is constructed within Government land in connecting any drains and sewers from the Lot to the Government storm-water drains and sewers and upon possession of which is handed over to the Government for future maintenance the costs to be paid to the Government on demand for the technical audit in respect of the said connection works in observing and complying with Special Condition No.(62)(b) of the Government Grant;

(xxviii) the costs of operating and maintaining the EV Facilities for Visitors' Parking Spaces and the Residential Car Park Common EV Facilities;

(xxix) all costs and expenses incurred in connection with repairing, maintaining, replacing, renewing, removing and demolishing such part or parts of the walls and supporting structures erected within the Mini Transport Interchange Reserved Area and not forming part of the Commercial Development in accordance with Special Condition No.(31)(e)(i) of the Government Grant;

(xxx) any other items of expenditure which are necessary for the administration, management and maintenance of the Lot and the Estate (excluding the Government Accommodation) including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses incurred by the Manager in respect thereof or such proportionate part thereof and for such purposes, the Manager shall be entitled to apportion any such items of expenditure which relate to the administration and/or management and/or maintenance of the Lot and the Estate (excluding the Government Accommodation) as well as any other lands, developments and buildings in a fair and reasonable manner having regard to the relevant circumstances.

14. (a) The Manager shall prepare the following six separate and independent budgets showing the total management expenditure of the Estate (excluding the Government Accommodation) for the ensuing year in consultation with the Owners' Committee except the first year:-

(i) the Estate Management Budget which shall show the estimated Estate Management Expenses and the Manager's Fee;

(ii) the Residential Management Budget which shall show (aa) the estimated Residential Management Expenses and the Manager's Fee and (bb) a due proportion of the expenditure in accordance with the Estate Management Budget which due proportion shall be the same proportion as the number of the Management Units allocated to all the Residential Units bears to the total number of Management Units allocated to all the Residential Units, the Commercial Development, the G/F Shop, the Kindergarten and Spaces, all the Residential Car Parking Spaces and the Commercial Car Park as specified in the Fourth Schedule hereto;

(iii) the Commercial Management Budget which shall show (aa) the estimated Commercial Management Expenses and the Manager's Fee, and (bb) a due proportion of the expenditure in accordance with the Estate Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to the Commercial Development bears to the total number of Management Units allocated to all the Residential Units, the Commercial Development, the G/F Shop, the Kindergarten and Spaces, all the Residential Car Parking Spaces and the Commercial Car Park as specified in the Fourth Schedule hereto;

(iv) the Residential Car Park Management Budget which shall show (aa) the estimated Residential Car Park Management Expenses and the Manager's Fee, and (bb) a due proportion of the expenditure in accordance with the Estate Management Budget which due proportion shall be the same proportion as the number of the Management Units allocated to all the Residential Car Parking Spaces bears to the total number of Management Units allocated to all the Residential Units, the Commercial Development, the G/F Shop, the Kindergarten and Spaces, all the Residential Car Parking Spaces and the Commercial Car Park as specified in the Fourth Schedule hereto;

(v) the Residential and Residential Car Park Management Budget which shall show the estimated Residential and Residential Car Park Management Expenses and the Manager's Fee; and

(vi) the Commercial Car Park Management Budget which shall show (aa) the estimated Commercial Car Park Management Expenses and the Manager's Fee, and (bb) a due proportion of the expenditure in accordance with the Estate Management Budget which due proportion shall be the same proportion as the number of the Management Units allocated to the Commercial Car Park bears to the total number of Management Units allocated to all the Residential Units, the Commercial Development, the G/F Shop, the Kindergarten and Spaces, all the Residential Car Parking Spaces and the Commercial Car Park as specified in the Fourth Schedule hereto.

(b) The Manager must keep separate management accounts for each of the above budgets. For the avoidance of doubt:-

(i) it is expressly agreed and declared that each of the above Estate Management Budget, Residential Management Budget, Commercial Management Budget, Residential Car Park Management Budget, Residential and Residential Car Park Management Budget and Commercial Car Park Management Budget shall be treated as completely separate and independent to the intent that any surplus or deficit in one account shall not be taken into account in any other account; and

(ii) in the event that the Commercial Development is managed and maintained by the First Owner or a single Owner as provided in Clause 10(f)(i) hereof, the Commercial Management Budget to be prepared by the Manager shall cover only the expenditure referred to in Clause 14(a)(iii)(bb) hereof; and

(iii) in the event that the Commercial Car Park is managed and maintained by the First Owner or a single Owner as provided in Clause 10(f)(ii) hereof, the Commercial Car Park Management Budget to be prepared by the Manager shall cover only the expenditure referred to in Clause 14(a)(vi)(bb) hereof.

(c) (1) Subject to Sub-clauses (2) and (3) below, the Manager or the Owner's Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK$200,000 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless: -

(i) the supplies, goods or services are procured by invitation to tender; and

(ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance.

(2) Subject to Sub-clause (3) below, the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the relevant annual budget or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless: -

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

(I) the supplies, goods or services are procured by invitation to tender;

(II) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance; and

(III) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or

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

(I) the supplies, goods or services are procured by invitation to tender;

(II) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance; and

(III) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.

(3) Sub-clauses (1) and (2) do not apply to any supplies, goods or services which but for this Sub-clause would be required to be procured by invitation to tender (referred to in this Sub-clause as "relevant supplies, goods or services"): -

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

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

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

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

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

(II) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

15. (a) Each Owner (including the First Owner but excluding F.S.I. as Owner of the Government Accommodation) shall be personally liable to contribute towards the Management Charges whether or not his Unit or Units are vacant or occupied and whether or not such Unit or Units have been let or leased to a tenant or is occupied by the Owner himself or any other person Provided always that no Owner may be called upon to pay more than his appropriate share of the Management Charges, having regard to the number of the Management Units allocated to his Unit. For the avoidance of doubt, it is hereby expressly Provided That the First Owner's liability to make payments and contributions towards the Management Charges shall in no way be reduced by reason of the fact that any of the Unit(s) remain unsold and that the First Owner shall make payments and contributions for those expenses which are of a recurrent nature for those Units and Undivided Shares unsold.

(b) The amount of the monthly or other contributions payable by each Owner (save and except F.S.I. as Owner of the Government Accommodation) to the relevant annual budget shall be specified by the Manager from time to time in accordance with the following principles and such contributions shall be paid in the following manner:-

(i) The Owner of each Residential Unit shall pay in advance on the first day of each calendar month 1/12th of the due proportion of the total of the following annual expenditure:-

(A) the annual expenditure in accordance with the Residential Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Residential Unit as specified in the Fourth Schedule hereto bears to the total number of Management Units allocated to all the Residential Units as specified in the Fourth Schedule hereto; and

(B) the annual expenditure in accordance with the Residential and Residential Car Park Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Residential Unit as specified in the Fourth Schedule hereto bears to the total number of Management Units allocated to all the Residential Units and the Residential Car Parking Spaces as specified in the Fourth Schedule hereto;

(ii) The Owner of each Unit in the Commercial Development shall pay in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Commercial Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Unit in the Commercial Development bears to the total number of Management Units allocated to all the Units in the Commercial Development as specified in the relevant Sub-Deed;

(iii) The Owner of the G/F Shop shall pay in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Estate Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to the G/F Shop as specified in the Fourth Schedule hereto bears to the total number of Management Units allocated to all the Residential Units, the Commercial Development, the G/F Shop, the Kindergarten and Spaces, all the Residential Car Parking Spaces and the Commercial Car Park as specified in the Fourth Schedule hereto;

(iv) The Owner of the Kindergarten and Spaces shall pay in advance on the first day of each calendar month 1/12th of the due proportion of the

annual expenditure in accordance with the Estate Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to the Kindergarten and Spaces as specified in the Fourth Schedule hereto bears to the total number of Management Units allocated to all the Residential Units, the Commercial Development, the G/F Shop, the Kindergarten and Spaces, all the Residential Car Parking Spaces and the Commercial Car Park as specified in the Fourth Schedule hereto;

(v) The Owner of each Residential Car Parking Space shall pay in advance on the first day of each calendar month 1/12th of the due proportion of the total of the following annual expenditure:-

(A) the annual expenditure in accordance with the Residential Car Park Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Residential Car Parking Space bears to the total number of Management Units allocated to all the Residential Car Parking Spaces as specified in the Fourth Schedule hereto; and

(B) the annual expenditure in accordance with the Residential and Residential Car Park Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Residential Car Parking Space as specified in the Fourth Schedule hereto bears to the total number of Management Units allocated to all the Residential Units and the Residential Car Parking Spaces as specified in the Fourth Schedule hereto;

(vi) The Owner of each Unit in the Commercial Car Park shall pay in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Commercial Car Park Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Unit in the Commercial Car Park bears to the total number of Management Units allocated to all the Units in the Commercial Car Park as specified in the relevant Sub-Deed.

PROVIDED THAT so long as the entire Commercial Development shall remain beneficially owned by the First Owner or a single Owner, Sub-clause (b)(ii) above shall not apply and the following shall be substituted therefor:

"The First Owner or a single Owner as the sole Owner of the Commercial Development shall pay in advance on the first day of each calendar month 1/12th of the total expenditure in accordance with the Commercial Management Budget referred to in Sub-clause (b)(ii) of Clause 14."

PROVIDED ALSO THAT so long as the entire Commercial Car Park shall remain beneficially owned by the First Owner or a single Owner, Sub-clause (b)(vi) above shall not apply and the following shall be substituted therefor:

"The First Owner or a single Owner as the sole Owner of the Commercial Car Park shall pay in advance on the first day of each calendar month 1/12th of the total expenditure in accordance with the Commercial Car Park Management Budget referred to in Sub-clause (b)(iii) of Clause 14."

(c) PROVIDED ALWAYS :-

(i) where at any time any budgets prepared by the Manager are revised as hereinbefore provided there shall be added to or deducted from the amount of the Advance Payment payable on the first day of each month for the remainder of the current financial year after such revision an amount equal to the difference between the relevant Management Charges in respect of the current financial year payable by the Owner concerned prior to such revision and the relevant Management Charges payable by that Owner in accordance with the revised budget divided by the number of complete months from the date of such revised budget to the end of the then current financial year;

(ii) on the first day of the month immediately following the close of any financial year and on the first day of each of such subsequent months before the budget for the then financial year shall have been prepared and approved there shall be paid on account an amount equal to the Advance Payment by that Owner based on the total amount of Management Expenses for the previous financial year.

(d) Notwithstanding anything herein contained, where the Manager or the Owners' Corporation acquires Undivided Shares relating to the Common Areas and Facilities as trustee for all the Owners pursuant to the provisions of this Deed then the Manager or the Owners' Corporation shall be exempt from contributing

to the Management Charges for such Undivided Shares relating to the Common Areas and Facilities.

(e) Both before and after the execution of a Sub-Deed in respect of the Commercial Car Park, the management expenses attributable to the Residential Parking Spaces for the Disabled marked No.C-20 shall be paid out of the account of the Residential Management Budget on a monthly basis. The amount of the monthly contribution required to be made:-

(i) prior to the execution of the Sub-Deed of the Commercial Car Park, shall be an amount to be determined by the Manager in a fair and reasonable manner after taking into account the proportion which the gross floor area of the Residential Parking Spaces for the Disabled marked No.C-20 bears to the total gross floor areas of all parking spaces in the Commercial Car Park, the Residential Parking Spaces for the Disabled marked No.C-20 and the Kindergarten Parking Space and be paid to the Owner(s) of the Commercial Car Park direct; and

(ii) after the execution of the Sub-Deed of the Commercial Car Park and in respect of the Residential Parking Spaces for the Disabled marked No.C-20 shall be the same amount of the monthly contribution to the Commercial Car Park Management Budget (but excluding the expenditure referred to in Clause 14(a)(vi)(bb)) payable by the Owner in respect of each car parking space in the Commercial Car Park which he owns and be paid to the account of the Commercial Car Park Management Budget.

(f) In consideration of the easements, rights and privileges set out in Clause 6 of Part A of the Second Schedule, the Owner of the Kindergarten and Spaces covenants to contribute and pay the management expenses attributable to the Kindergarten Parking Space of the Kindergarten and Spaces for the purpose of access to and from the Kindergarten Parking Space on a monthly basis. The amount of the monthly contribution required to be made:-

(i) prior to the execution of the Sub-Deed of the Commercial Car Park, shall be an amount to be determined by the Manager in a fair and reasonable manner after taking into account the proportion which the gross floor area of the Kindergarten Parking Space bears to the total gross floor areas of all parking spaces in the Commercial Car Park, the Residential Parking Spaces for the Disabled marked No.C-20 and the Kindergarten

Parking Space and be paid to the Owner(s) of the Commercial Car Park direct; and

(ii) after the execution of the Sub-Deed of the Commercial Car Park and in respect of the Kindergarten Parking Space shall be the same amount of the monthly contribution to the Commercial Car Park Management Budget (but excluding the expenditure referred to in Clause 14(a)(vi)(bb)) payable by the Owner in respect of each car parking space in the Commercial Car Park which he owns and be paid to the account of the Commercial Car Park Management Budget.

(g) The management expenses attributable to the Residential Parking Spaces for the Disabled (excluding the Residential Parking Spaces for the Disabled marked No.C-20) and the Visitors' Parking Spaces shall be paid out of the account of the Residential Management Budget on a monthly basis. The amount of the monthly contribution required to be made in respect of each of the Residential Parking Spaces for the Disabled (excluding the Residential Parking Spaces for the Disabled marked No.C-20) and Visitors' Parking Spaces shall be the same amount of the monthly contribution to the Residential Car Park Management Budget (but excluding the expenditure referred to in Clause 14(a)(iv)(bb)) payable by the Owner in respect of each Residential Car Parking Space in the Residential Car Park which he owns and be paid to the account of the Residential Car Park Management Budget.

16. (a) If the Manager is of the opinion that the receipts budgeted for the then current financial year are insufficient to cover all expenditure required to be incurred in that financial year, the Manager may, by following such procedures as set out in paragraph 1(2) of Schedule 7 to the Ordinance, prepare a revised budget and may determine additional contributions payable by each Owner (save and except F.S.I. as Owner of the Government Accommodation) which may be rendered necessary by the adoption of such revised budget and may exercise all the powers conferred by this Deed in respect of such additional contributions. The Manager may recoup such deficiency by increased monthly instalments save that in exceptional circumstances it may be recovered by special contribution in one lump sum as the Manager shall see fit to require.

(b) In the event of a surplus of income over expenditure for a financial year, the surplus shall be treated as an accumulated surplus for the following financial year.

17. Notwithstanding anything herein contained and for the avoidance of any doubt, the Management Expenses payable by the Owners (save and except F.S.I. as Owner of the Government Accommodation) in accordance with this Deed shall not include:-

(a) any sum attributable or relating to the cost of completing the construction of the Estate or any part thereof which sum shall be borne solely by the First Owner and for the purpose of this Sub-clause, "First Owner" shall exclude its assigns;

(b) 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 any Unit which sums shall be borne by the Owner or Owners for the time being thereof;

(c) the expenses for keeping in good and substantial repair and condition of the interior fixtures and fittings, windows and doors of any Unit together with the plumbing, electrical installations, plant equipment, apparatus or services thereof not forming part of the Common Areas and Facilities which sums shall be borne solely by the Owner or Owners for the time being thereof.

18. Where any expenditure relates solely to or is solely for the benefit of the Residential Development or the Commercial Development or the Residential Car Park or the Commercial Car Park or any Open Kitchen Unit(s) or any Unit(s) then the full amount of such expenditure shall be borne by the Owners of the Residential Development or the Commercial Development or the Residential Car Park or the Commercial Car Park or the Owner(s) of such Open Kitchen Unit(s) or Unit(s) respectively, as this case may be.

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

(i) A separate account of the Special Fund designated for the Estate Common Areas and Facilities which shall be applied towards payment of expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually relating to the Estate Common Areas and Facilities, which includes but is not limited to, expenses for the renovation, improvement and repair of the Estate Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Estate Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of

the Special Fund shall be held by the Manager as trustee for all Owners (save and except the Owner of the Government Accommodation) for the time being.

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

(iii) In the event Units in the Commercial Development are disposed of individually, a separate account of the Special Fund designated for the Commercial Development common areas and facilities which shall be applied towards payment of expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually relating to the Commercial Development common areas and facilities, which includes but is not limited to, expenses for the renovation, improvement and repair of the Commercial Development common areas and facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Commercial Development common areas and facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all the Units in the Commercial Development for the time being. For the avoidance of doubt, so long as the Commercial Development is being managed and maintained by the First Owner or a single Owner as provided in Clause 10(f)(i) hereof, the Manager shall not be required to establish and keep this part of the Special Fund for the Commercial Development.

(iv) A separate account of the Special Fund designated for the Residential Car Park Common Areas and Facilities which shall be applied towards

payment of expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually relating to the Residential Car Park Common Areas and Facilities, which includes but is not limited to, expenses for the renovation, improvement and repair of the Residential Car Park Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Residential Car Park Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all the Residential Car Parking Spaces for the time being.

(v) In the event Units in the Commercial Car Park are disposed of individually, a separate account of the Special Fund designated for the Commercial Car Park common areas and facilities which shall be applied towards payment of expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually relating to the Commercial Car Park common areas and facilities, which includes but is not limited to, expenses for the renovation, improvement and repair of the Commercial Car Park common areas and facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Commercial Car Park common areas and facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all the Units in the Commercial Car Park for the time being. For the avoidance of doubt, so long as the Commercial Car Park is being managed and maintained by the First Owner or a single Owner as provided in Clause 10(f)(ii) hereof, the Manager shall not be required to establish and keep this part of the Special Fund for the Commercial Car Park.

(vi) A separate account of the Special Fund designated for the Residential and Residential Car Park Common Areas and Facilities which shall be applied towards payment of expenditure of a capital nature or of a kind not expected by the Manager to be incurred annually relating to the Residential and Residential Car Park Common Areas and Facilities, which includes but is not limited to, expenses for the renovation, improvement and repair of the Residential and Residential Car Park

Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Residential and Residential Car Park Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all the Residential Units and Residential Car Parking Spaces for the time being.

For the avoidance of doubt, it is expressly declared that the Owner of the G/F Shop and the Owner of the Kindergarten and Spaces shall only be required to make contribution toward the relevant part of the Special Fund for the Estate Common Areas and Facilities.

(b) Except where the First Owner has made payments in accordance with Sub-clause (c) below, each Owner (save and except F.S.I. as Owner of the Government Accommodation) being the first assignee of his unit shall upon taking up the assignment of his Unit from the First Owner deposit with the Manager a sum equivalent to two (2) months of his monthly contribution to the Management Charges based on the relevant first annual Management Budget as an initial contribution to the relevant part of the Special Fund PROVIDED THAT if an Owner is liable to contribute to more than one part of the Special Fund, the Manager shall apportion such initial total contribution to the relevant part(s) of the Special Fund in the same proportion as the Estate Management Expenses or the Residential Management Expenses or the Commercial Management Expenses or the Residential Car Park Management Expenses or the Residential and Residential Car Park Management Expenses or the Commercial Car Park Management Expenses (as the case may be) constitutes in his monthly contribution PROVIDED THAT the total initial contribution to the Special Fund by any Owner in respect of each Unit shall be equivalent to 2/12th of the first year's budgeted Management Expenses payable in respect of each Unit.

(c) The First Owner shall in respect of any Unit(s) in that part of the Estate the construction of which has been completed and which remain unsold within three (3) months after (i) the date of this Deed or (ii) the date when the First Owner is in a position validly to assign those Unit(s) (i.e. when the Consent to Assign or Certificate of Compliance has been issued), whichever is the later, deposit with the Manager a sum equivalent to two (2) months of its monthly contribution to the Management Charges based on the relevant first annual Management

Budget as an initial contribution to the relevant part(s) of the Special Fund in the respective amount specified in Sub-clause (b) above in respect of such unsold Unit(s).

(d) Each Owner (save and except F.S.I. as Owner of the Government Accommodation) hereby covenants with the other Owners to make further periodic contributions to the relevant part(s) of the Special Fund and the amount(s) to be contributed in each financial year and the time when those contributions will be payable shall be determined by a resolution of the Owners at an Owners' meeting convened under this Deed.

(e) The Manager shall observe and comply with the obligations as set out in paragraphs 4(3), 4(3A), 4(3B) and 4(4) of Schedule 7 to the Ordinance in relation to the opening and maintenance of bank accounts, the display of evidence of any account so opened and maintained and the payment of all money received by it in respect of the Special Fund into such accounts.

(f) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if the same has been established pursuant to the provisions of this Deed). The Manager must not use the Special Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Estate.

(g) The payments made by the Owners (including the First Owner) towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.

20. (a) Except where the First Owner has made payments in accordance with Sub-clause (b) below, the Owner of each Unit (save and except F.S.I. as Owner of the Government Accommodation) shall upon taking up the assignment of his Undivided Shares from the First Owner:-

(i) pay to the Manager a sum equivalent to one month of such Owner's monthly contribution to the Management Charges based on the first annual Management Budget as payment in advance of monthly contribution to the Management Charges of his Unit(s);

(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 months of the monthly contribution to the Management Charges payable by him in respect of his Unit(s) based on the first annual

Management Budget which deposit shall be non-interest bearing and shall not be used by such Owner to set off against any contribution payable by him under this Deed and which deposit shall be transferable;

(iii) pay to the Manager a sum equivalent to one month of the Owner's monthly contribution to the Management Charges based on the first annual Management Budget in respect of each Residential Unit owned by such Owner for defraying the initial outgoings and expenses of the Estate (save and except the Government Accommodation) and the collection or removal of debris which sum shall not be refundable or transferrable provided that part of such sum not used for the aforesaid purpose shall be paid into the relevant part of the Special Fund (for the avoidance of doubt, the Owner of each Residential Car Parking Space is not required to pay such debris removal fee); and

(iv) pay to the Manager a due proportion of the deposits of water meters, electricity etc. for the Common Areas and Facilities or part thereof which have been paid or will be paid by the Manager to the relevant utility companies, such due proportion of the deposits shall be transferrable but not refundable;

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 paid by an Owner under Sub-clause (ii) above 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 3 times the then current monthly contribution to the Management Charges payable in respect of the Unit(s) which he owns.

(b) The First Owner shall in respect of any Unit(s) in that part of the Estate (excluding the Government Accommodation) the construction of which has been completed and which remain unsold within three (3) months after (i) the date of this Deed or (ii) the date when the First Owner is in a position validly to assign

those Unit(s), (ie. when the Consent to Assign or Certificate of Compliance has been issued) whichever is the later:-

(i) deposit with the Manager as security for the due payment of all amounts which may be or become payable by it under this Deed a sum equal to three months of the monthly contribution to the Management Charges payable in respect of such unsold Unit(s) based on the first annual Management Budget which deposit shall be non-interest bearing and shall not be used by the First Owner to set off against any contribution payable by it under this Deed and which deposit shall be transferrable; and

(ii) pay to the Manager a sum equivalent to one month of the Owner's monthly contribution to the Management Charges based on the first annual Management Budget in respect of each of such unsold Residential Unit for defraying the initial outgoings and expenses (including but not limited to expenses for setting up and subsequent dismantle of a refuse collection point and costs for collection or removal of debris therefrom during fitting out or decoration period) of the Estate (save and except the Government Accommodation) which sum shall not be refundable or transferrable provided that any monies paid under this Sub-clause (ii) which are not used for the said purpose shall be paid into the relevant part of the Special Fund.

(c) In the event where any Owner shall carry out any decoration and/or fitting out work of any kind or nature in, to or in relation to his Residential Unit, the G/F Shop or the Kindergarten and Spaces, such Owner shall submit his written decoration application to the Manager and pay to the Manager in respect of each Residential Unit or the G/F Shop or the Kindergarten and Spaces owned by such Owner a sum of HK$5,000.00 subject to review by the Manager depending upon the nature of the works to be carried out as deposit for securing the payment of the cost of making good any damages to the Common Areas and Facilities caused by or resulting from the decoration and fitting out of or the delivery of furniture items to his Residential Unit or the G/F Shop or the Kindergarten and Spaces. Such costs shall be reasonably fixed by the Manager whose decision shall be final and binding upon the Owner. If the Owner fails to pay on demand the said costs or any part thereof, the Manager shall have the power to apply the said deposit towards such costs and to further recover any deficit from the Owner. Upon completion of the decoration and fitting out work of and the

delivery of furniture items to his Residential Unit or the G/F Shop or the Kindergarten and Spaces, if the Owner receives no demand for payment of the aforesaid costs or has made such payment, the Manager shall within 30 days refund to the Owner the deposit but without interest.

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

22. 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 Special Fund.

(b) To charge the Owner concerned a reasonable administrative fee as consideration for issuing any consent required from the Manager pursuant to this Deed Provided That such administrative fee shall form part of the Special Fund Provided Further That where any consent is required from the Manager by an Owner such consent must not be unreasonably withheld and the Manager shall not charge any fee other than a reasonable administrative fee for issuing the consent.

Provided always that 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.

23. (a) The Manager may collect from licensees, tenants and other Occupiers of the Common Areas and Facilities or any part thereof (save and except the Owner of the Government Accommodation) such sum or sums, including but not limited to licence fees as the Manager shall in his reasonable discretion determine and such sum or sums collected shall form the relevant part of the Special Fund.

(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 the relevant part of the Special Fund.

24. If any Owner (save and except F.S.I. as Owner of the Government Accommodation) shall fail to pay the Manager any amount payable hereunder within 30 days from the date of demand, he shall further pay to the Manager:-

(a) Interest calculated at the rate of 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited in respect of any payment in arrears and such interest shall be payable from the due date until payment; and

(b) A collection charge of an amount not exceeding 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 all monies paid to the Manager by way of interest or collection charge shall form the relevant part of the Special Fund.

24A. For the avoidance of doubt and notwithstanding anything to the contrary contained in this Deed, F.S.I. as Owner of the Government Accommodation shall be exempt from:-

(a) contributing to management deposits, capital equipment fund, insurance premium, debris removal fee, interest and penalty charges on late or default in payment of management and maintenance charges or payment of a like nature;

(b) the fitting out regulations (if any); and

(c) using the maintenance or service contractors nominated by the First Owner or the Manager.

25. All amounts which become payable by any Owner (save and except F.S.I. as Owner of the Government Accommodation) in accordance with the provisions of this Deed or any relevant Sub-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 any relevant Sub-Deed and legal costs and all other expenses incurred in or in connection with recovering or attempting to recover the same (on a solicitor and own client basis) 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). 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 or any relevant Sub-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.

26. In the event of any Owner (save and except F.S.I. as Owner of the Government Accommodation) failing to pay any sum due and payable by him in accordance with the provisions of this Deed and any relevant Sub-Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed and any relevant Sub-Deed within 30 days of demand, the amount thereof together with interest and the collection charge at the rate and for the amount as aforesaid together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal costs (on a solicitor and own client basis) as aforesaid 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 (save and except F.S.I. as Owner of the Government Accommodation). 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.

27. Any charge registered under or in accordance with Clause 26 of this Deed shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of such defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Lot and the Estate held therewith and the provisions of Clause 25 of this Deed shall apply equally to any such action.

28. 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 Estate through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed and any relevant Sub-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 25 of this Deed shall apply to all such proceedings.

29. Subject to Clause 60 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 Lot and the Estate (including the Items but excluding the Government Accommodation) shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Lot and the Estate and any surplus thereof shall form the relevant part of the Special Fund.

30. 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 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.

31. All money paid to the Manager including but not limited to those sums collected pursuant to this Deed 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 this Deed for granting any consent to an Owner where the same is required shall be held on trust for all the Owners (excluding the Owner of the Government Accommodation) for the time being and shall be paid into an interest bearing account or accounts maintained with a licensed bank.

32. Any person ceasing to be the Owner of any Undivided Share or Shares in the Lot and 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(s) paid under this Deed and his contributions towards the relevant Special Fund(s) paid under this Deed to the intent that all such funds shall be held and applied for the management of the Lot and the Estate (excluding the Government Accommodation) irrespective of changes in ownership of the Undivided Shares in the Lot and the Estate PROVIDED THAT any deposit paid under Clause 20(a)(ii), (a)(iv) and (b)(i) may be transferred into the name of the new Owner of such Undivided Shares and PROVIDED THAT upon the Lot reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 60 of this Deed, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the Management Expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished in proportion to their Management Units.

33. The first financial year for the purpose of management of the Lot and the Estate or any part or parts thereof shall commence from the date of this Deed and shall terminate on the 31st day of December of that year unless that period shall be less than 6 months in which event it shall cover the period from the date of this Deed until the 31st day of December of the following year and thereafter the subsequent financial years shall commence on the 1st day of January and shall terminate on the 31st day of December of such years 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 the same has been established) upon giving notice published in the public notice boards of the Estate.

34. The Manager shall observe and comply with paragraph 3 of Schedule 7 to the Ordinance in relation to bank account(s) in respect of the management of the Estate.

35. The Manager shall observe and comply with paragraph 2 of Schedule 7 to the Ordinance in relation to keeping of accounts Provided that as may be requested in writing by the Government Property Administrator, the Manager shall provide F.S.I. free of charge with quarterly accounts, audited reports and budgets to justify the expenses incurred or estimated and the Manager shall send the same to F.S.I. in accordance with Clause 67 hereof.

36. Prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require the annual accounts to be audited by an independent auditor of their choice.

37. Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Estate (excluding the Government Accommodation) for and on behalf of all Owners (excluding F.S.I.) in accordance with the provisions of this Deed and each Owner (excluding F.S.I.) hereby irrevocably APPOINTS the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorised under this Deed. The Manager shall not represent F.S.I. or the Government Property Administrator in any dealings with the Government. In addition to the other powers expressly provided in this Deed, the Manager shall have full and unrestricted authority but subject to the provisions of the Ordinance to do all such acts and things as may be necessary or expedient for or in connection with the management of the Lot and the Estate (excluding the Government Accommodation) including in particular the following but without in any way limiting the generality of the foregoing provided that such powers and duties of the Manager shall be subject to the rights and privileges of

F.S.I. and shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to F.S.I. in this Deed and the Government Grant:-

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

(b) To take all steps necessary or expedient for complying with the Government Grant and any government requirements concerning the Lot and the Estate or any part thereof;

(c) To insure and keep insured to the full reinstatement value in respect of the Common Areas and Facilities and the Estate (including the Government Accommodation but commencing from the date of the assignment of the Government Accommodation in favour of F.S.I, then excluding the Government Accommodation) as comprehensively as reasonably possible and in particular against loss or damage by fire or such other perils as the Manager shall deem fit, and in respect of public liability and/or occupiers liability and liability as employer of the employees of the Manager employed in connection with the management of the Lot and the Estate (excluding the Government Accommodation) or provided by the headquarters office(s) of the Manager for the Estate (excluding the Government Accommodation) as well as any other lands, developments and buildings 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 and where the insurance taken out by the headquarters office(s) of the Manager covers the Estate (including the Government Accommodation but commencing from the date of the assignment of the Government Accommodation in favour of F.S.I, then excluding the Government Accommodation) as well as any other lands, developments and buildings, a due proportion of premia required to keep such insurance policies in force and such due proportion of premia shall be directly related to the management of the Lot and the Estate (excluding the Government Accommodation);

(d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Lot and the Estate (excluding the Government Accommodation);

(e) To keep and maintain in good order and repair and condition the lighting of the Common Areas and Facilities, including but not limited to the artificial lighting and backup emergency system serving the staircases, and to keep the same well-lighted;

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

(g) To repair, improve, renovate, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Estate and those parts of the external walls (including the curtain walls thereof) which form parts of the Common Areas and Facilities, elevations, facade, canopies, architectural fixtures and fittings thereof but excluding windows and window frames except those situate in the Common Areas and Facilities and excluding the openable parts and such pieces of glass panels forming part of the curtain wall structures of the Towers and wholly enclosing or fronting the relevant Residential Units PROVIDED HOWEVER THAT in respect of the Estate (excluding the Government Accommodation) the Manager shall have the power at the expense of the Owner concerned to replace broken window glass or glass panels of the curtain wall structures or glass enclosing or fronting the relevant Residential Units if any such shall be broken and remain unreplaced for 7 days (except in the case of emergency) after the Manager shall have served a notice on the Owner or Occupier of the part of the Estate (excluding the Government Accommodation) concerned requiring him to replace the same;

(h) To repair, maintain, upkeep, improve, decorate, control, operate and manage the Recreational Areas and Facilities and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Facilities and maintain the same;

(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 subject to the prior approval of the Owners' Committee to extend or provide additional facilities as the Manager shall at its absolute discretion deem necessary or desirable and to keep the lifts, escalators (if any) 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 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 the Estate or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;

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

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

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

(o) To prevent refuse from being deposited on the Lot and the Estate (excluding the Government Accommodation) or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Lot and the Estate (excluding the Government Accommodation) and arrange for its disposal at such regular intervals and to maintain in or off the Lot and the Estate (excluding the Government Accommodation) refuse collection facilities to the satisfaction of the relevant Government authorities;

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

(q) If the Manager shall in its discretion deem fit to operate or contract for the operation of the shuttle bus services for the use and benefit of the Owners and Occupiers for the time being of the Lot and the Estate (including the Owners and Occupiers of the G/F Shop and the Kindergarten and Space but excluding the Government Accommodation) and during such times and at such intervals and to such destinations as approved by the Owners' Committee and the Owners' Corporation if formed and to charge the users of the shuttle bus services provided such fares and fees as approved by the Owners' Committee and the Owners' Corporation if formed provided that all such fares and

prescribed fees collected shall form part of the management funds, and to terminate and/or suspend such shuttle bus services at any time or times as approved by the Owners' Committee and the Owners' Corporation if formed;

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

(s) To provide and maintain as the Manager deems necessary security force, watchmen, porters, caretakers, closed circuit television system and burglar alarms and other security measures in the Lot and the Estate (excluding the Government Accommodation) at all times;

(t) Subject to Clause 78 and the prior approval of the Owners' Committee (if and when it is formed) and the Owners' Corporation (if any), to lease, license, install, maintain and operate or contract for the leasing, licensing, installation, maintenance and operation of the communal radio and/or television aerials and/or satellite dishes and/or satellite master antenna television system and/or cable television system which serve the Estate (excluding the Government Accommodation) exclusively Provided That the exercise of the right shall not interfere with the Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units and any payment received shall be credited to the Special Fund;

(u) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or anything in or on the Lot and the Estate or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Government Grant or this Deed and to demand and recover on a full indemnity basis from the Owner (save and except the Owner of the Government Accommodation) 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;

(v) To appoint solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Lot and the Estate (excluding the Government Accommodation) necessitating professional legal advice and with authority to accept service on behalf of all the Owners (save and except F.S.I. as Owner of the Government Accommodation) for the time being of the Lot and the Estate of all legal proceedings relating to the Lot and the Estate excluding the

Government Accommodation (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 shall be a party and at all times within 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 (save and except F.S.I. as Owner of the Government Accommodation) whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;

(w) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Lot and the Estate in any manner in contravention of the Government Grant, the Occupation Permit, this Deed and any Sub-Deed or the Estate Rules;

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

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

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

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

(ab) To have the right to represent all the Owners (save and except F.S.I. as Owner of the Government Accommodation) in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Lot and the Estate (excluding the Government Accommodation) as a whole or the Common Areas and Facilities with power to bind all Owners (save and except F.S.I. as Owner of the Government Accommodation) as to any policy adopted or decision reached or action taken in relation to any such dealings;

(ac) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants, surveyors and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and

other building staff and attendants for and in connection with the management and maintenance of the Lot and the Estate (excluding the Government Accommodation) and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the management of the Lot and the Estate (excluding the Government Accommodation), Provided that where any contract for procurement of any supplies, goods or services involves an amount in excess of or likely to be in excess of HK$200,000 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or an amount which exceeds or is likely to exceed a sum which is equivalent to 20% of the relevant annual management budget (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, such contract shall be awarded in accordance with the provisions in Clause 14(c) above;

(ad) To enforce the due observance and performance by the Owners and Occupiers of the terms and conditions of the Government Grant and this Deed and any relevant Sub-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;

(ae) To ensure that all Owners and Occupiers of any part of the Estate (save and except the Government Accommodation) maintain the Units owned or occupied by them in a proper and satisfactory manner and if there be any default on the part of any such Owners or Occupiers and such default continues after notice has been given by the Manager to such Owners or Occupiers, may but shall not be bound to put in hand any necessary maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or Occupier Provided that, 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;

(af) To charge the Owners for the temporary or permanent 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 the relevant part of the Special Fund and be applied towards the management and maintenance of the Lot and the Estate (excluding the Government Accommodation);

(ag) To charge the Owners (save and except the Owner of the Government Accommodation) a reasonable administrative fee for approving any plans submitted for approval by the Manager where such submission of plans and approval thereto are required under the provisions of this Deed. For the avoidance of doubt, such approval must not be unreasonably withheld and the Manager shall not charge any fee other than a reasonable administrative fee for issuing the approval and such fee shall be credited to the Special Fund;

(ah) To charge the Owners (save and except the Owner of the Government Accommodation) a reasonable administrative fee for granting any consent required from the Manager in accordance with the provisions of this Deed. For the avoidance of doubt, such consent must not be unreasonably withheld and the Manager shall not charge any fee other than a reasonable administrative fee for issuing the consent and such fee shall be credited to the Special Fund;

(ai) 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 Provided That the Manager's power under this Sub-clause shall be subject to the approval of the Owners' Committee or the Owners' Corporation (if formed) and Provided Further That such rules and regulations must not be inconsistent with or contravene this Deed, the Ordinance or the conditions of the Government Grant and must not adversely affect or interfere with the use, operation and enjoyment of the Government Accommodation;

(aj) Upon default of the Owner or Owners in repairing and/or maintaining and/or replacing the plumbing and drainage facilities and/or any other services and facilities or any part or parts thereof the repair and/or maintenance and/or replacement of which is such Owner's or Owners' responsibility under this Deed or any Sub-Deed, may but shall not be bound to enter with or without workmen at all reasonable times on reasonable notice (except in case of emergency) into all parts of the Estate including any Unit for the purpose of inspecting the plumbing and drainage facilities and any other services and facilities and to replace or repair at the expenses of the Owner or Owners (save and except the

Owner of the Government Accommodation) concerned any part or parts of the plumbing and drainage facilities and any other services and facilities which shall leak for the purpose of abating any hazard or nuisance which does or may affect the Common Areas and Facilities or any part thereof or other Owners Provided That the Manager shall at its own costs and expenses repair any damage caused and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents Provided Further that entry into and upon the Government Accommodation (with or without workmen) pursuant to this Sub-clause shall be for maintenance and repair purposes and the Manager shall obtain prior approval for such entry (except in case of emergency) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation;

(ak) To enter with or without workmen or equipment at all reasonable times on reasonable notice (except in case of emergency) into and upon any Unit or the flat roofs (if any) or roofs (if any) forming part or parts of a Unit and to lay, maintain, alter, repair or remove any drainage and other pipes or any other services and facilities thereon for the common use and benefit of the Owners and to erect thereon scaffolding platform and other equipment for repairing or maintaining such plumbing and drainage facilities or other services and facilities or any part of the Estate or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or any part thereof or other Owners Provided That the right to erect the scaffolding platform and other equipment at the relevant Residential Unit as aforesaid shall be subject to the consent of the Owner of such relevant Residential Unit (which consent shall not be unreasonably withheld) and Provided Further that the Manager shall at its own costs and expenses repair any damage caused and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents Provided Further that entry into and upon the Government Accommodation (with or without workmen or equipment) pursuant to this Sub-clause shall be for maintenance and repair purposes and the Manager shall obtain prior approval for such entry (except in case of emergency) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation;

(al) To post the address of the Unit (excluding the Government Accommodation) of any Owner in default or in breach of the terms and conditions of this Deed or

any Sub-Deed together with particulars of the default or breach on the public notice boards of the Estate;

(am) To ensure that no hawkers shall carry on business on any part of the Lot or the Estate and remove any hawker found to be so doing and to post up and display notices to the effect that hawker is prohibited on the Lot and the Estate prominently near all entrances of the Lot and the Estate (excluding the Government Accommodation);

(an) Subject to the prior approval of the Owners at an Owners' meeting convened under this Deed, 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 PROVIDED THAT such grant of rights of way or access or use shall not contravene the terms and conditions contained in the Government Grant and shall not interfere with the Owners' right to hold, use, occupy and enjoy their Units nor impede access to and from their Units PROVIDED FURTHER THAT any income therefrom shall be credited to the Special Fund;

(ao) Subject to the prior approval of the Owners at an Owners' meeting convened under this Deed, to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes and other installations, fittings, chambers and other equipment and structures within the Lot and the Estate (excluding the Government Accommodation) which the Manager shall reasonably deem appropriate PROVIDED THAT such grant of easements and rights of any other kind shall not contravene the terms and conditions contained in the Government Grant and shall not interfere with the Owners' right to hold, use, occupy and enjoy their Units nor impede access to and from their Units and PROVIDED FURTHER THAT any income therefrom shall be credited to the Special Fund;

(ap) 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 or any Sub-Deed on such terms as the Manager shall in its absolute discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;

(aq) To deal with all enquiries, complaints, reports and correspondence relating to the Lot and the Estate (excluding the Government Accommodation) as a whole;

(ar) Subject to the prior approval of the Owners' Committee or the Owners' Corporation (if formed), to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall in its reasonable discretion think fit or consider appropriate PROVIDED THAT:-

(i) all income arising therefrom shall form part of the Special Fund and be dealt with in accordance with the provisions of this Deed and any relevant Sub-Deed;

(ii) the terms and conditions of the Government Grant and this Deed are not contravened;

(iii) an Owner's right to the exclusive use occupation and enjoyment of his Unit is not interfered with; and

(iv) an Owner's access to and from his Unit is not impeded or restricted;

Provided Further That if in exercising of the right in this Sub-clause, the right to use such of the Common Areas and Facilities is granted to owners or occupiers of the land adjoining the Lot, the grant of such right to use such of the Common Areas and Facilities shall be subject to the approval by a resolution of Owners at an Owners' meeting convened under this Deed and any payment received shall be credited to the Special Fund;

(as) To remove any dogs, cats or other animals or fowls from the Lot and the Estate (excluding the Government Accommodation) if the same are brought into the Lot and the Estate (excluding the Government Accommodation) other than as permitted in this Deed;

(at) To provide such Christmas, Chinese New Year, festive and other decorations and to organise such celebrations or activities for the Estate (excluding the Government Accommodation) as the Manager shall in its sole discretion consider desirable;

(au) From time to time with the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Corporation if any, to make, revoke or amend the Estate Rules as it shall deem appropriate which shall not be inconsistent with this Deed or any Sub-Deed, the Ordinance or the provisions of the

Government Grant and shall not adversely affect or interfere with the use, operation and enjoyment of the Government Accommodation;

(av) To give or withhold its consent or approval (such consent or approval not to be unreasonably withheld) to anything which requires its consent or approval pursuant to this Deed or any relevant Sub-Deed or the Estate Rules and to impose reasonable conditions or additional conditions relating thereto and where any consent or approval is required from the Manager by an Owner, the Manager shall not charge any fee other than a reasonable administrative fee for issuing the consent or approval and such fee shall be credited to the Special Fund Provided always that any consent or approval that the Owner of the Government Accommodation may be required to obtain from the Manager shall not be unreasonably withheld and shall be provided free of charge;

(aw) To do all things as are necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Common Areas and Facilities for the better enjoyment or use of the Lot and the Estate by its Owners and Occupiers;

(ax) In the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities, subject to the prior approval of the Owners at an Owners' meeting convened under this Deed, 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 (excluding the Owner of the Government Accommodation) for such purpose Provided that the surrender shall not adversely affect or interfere with the use, operation and enjoyment of the Government Accommodation Provided Further That the surrender shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit nor impede access to and from his Unit;

(ay) Subject to the prior approval of the Owners at an Owners' meeting convened under this Deed, to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion consider appropriate PROVIDED THAT:-

(i) the terms and conditions of the Government Grant and this Deed are not contravened;

(ii) an Owner's right to the exclusive use occupation and enjoyment of his Unit is not interfered with;

(iii) an Owner's access to and from his Unit is not impeded or restricted;

(iv) any payment received shall be credited to the Special Fund; and

(v) the Manager shall not represent F.S.I. or the Government Property Administrator in any dealings with the Government;

(az) To impose charges, restrictions, regulations and conditions for the use of the Common Areas and Facilities, to remove or evict any person thereon who fails to comply with or is in breach of any Estate Rules relating to such facilities and to exclude any person who has been in persistent breach of such Estate Rules from the use of such facilities for such period as the Manager shall in its discretion deem appropriate provided that such charges, restrictions, regulations and conditions shall not be inconsistent with this Deed, the Ordinance or the Government Grant and shall be approved by the Owners' Committee or the Owners' Corporation (if formed);

(ba) 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;

(bb) Subject to 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 wall, any roof, flat roof, upper roof, top roof and/or balcony, utility platform scaffolding and/or other equipment necessary for proper repair and maintenance of the plumbing facilities, the external walls and windows of the Estate Provided that the Manager shall make good (at its own costs and expense) any damage caused thereby and shall ensure that the least disturbance is caused Provided That that the Manager shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents;

(bc) To repair and maintain the drains and channels and drainage system whether within or outside the Lot serving the Estate which is required to be maintained pursuant to the Government Grant;

(bd) To engage suitable qualified personnel to inspect keep and maintain any of the Slopes and Retaining Walls (if any) in compliance with the Government Grant and in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate government department regarding the maintenance of slopes, retaining walls and related structures and to collect from the Owners (save and except the Owner of the Government Accommodation) all costs lawfully incurred or to be incurred by the Manager in carrying out such maintenance, repair and other works Provided that the Manager shall not be made personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners (save and except the Owner of the Government Accommodation) if, having used all reasonable endeavours, the Manager is unable to collect the costs of the required works from all Owners (save and except the Owner of the Government Accommodation) pursuant to the terms of this Deed;

(be) To engage qualified personnel to inspect or carry out a structural survey of the Lot and the Estate (excluding the Government Accommodation) or any part thereof including the drains and channels within or outside the Lot serving the Estate as and when the Manager deems necessary or desirable;

(bf) At the request of the Owners' Corporation, to transfer to the Owners' Corporation the management responsibilities of the Lot and the Estate (excluding the Government Accommodation) free of costs or consideration and to assign the Undivided Shares allocated to the Common Areas and Facilities to the Owners' Corporation, free of costs or consideration, for the benefit of the Owners and upon such assignment such Undivided Shares shall be held by the Owners' Corporation as trustee for all the Owners;

(bg) To charge a prescribed fee for entry into and/or use of the Recreational Areas and Facilities or any part thereof of such amount as the Manager shall in its reasonable discretion deem fit provided that all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance, repair and operation of the Recreational Areas and Facilities;

(bh) To manage, maintain, control and regulate the use of the Residential Car Park Common EV Facilities and the EV Facilities for Visitors' Parking Spaces and to charge users thereof such fees as the Manager shall determine provided all fees shall be paid to the management funds;

(bi) To manage, maintain and control the parking of vehicles in the Common Areas and to remove any motor vehicles parked in any Common Areas not reserved for parking or motor vehicle parked in any Common Areas without the permission of the Manager;

(bj) To manage, maintain, control and regulate the use of the Bicycle Parking Spaces, the Residential Loading and Unloading Spaces, the Residential Parking Spaces for the Disabled and the Visitors' Parking Spaces and to charge users thereof such fees as the Manager shall determine Provided That all fees shall be paid to the management funds;

(bk) To impound and/or remove any vehicle parked anywhere on or in the Common Areas not so designated for parking or which shall cause an obstruction or which is contrary to the provisions of this Deed and any relevant Sub-Deed or any Estate Rules or which Owner has defaulted in paying parking fees and any damage caused to such vehicles during or as a consequence of such impoundment or removal shall be the sole responsibility of the Owner thereof;

(bl) To impose charges for any such impoundment or 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 Provided That all such charges, penalties and parking fees shall be paid to the management funds;

(bm) To carry out such works as the Manager may consider necessary in relation to the maintenance, repair, replacement and security of the Residential Car Park Common EV Facilities and the EV Facilities for Visitors' Parking Spaces;

(bn) To enter into service agreements with the provider(s) of the telecommunications network for the provision of the telecommunications network services to the Estate (excluding the Government Accommodation);

(bo) To maintain regularly on a recurrent basis the Works and Installations;

(bp) To make suitable arrangement for distribution and allocation of any additional electricity supply to be distributed to the Estate by the relevant electricity providing company from time to time as the Manager shall in its absolute discretion think fit to the distribution to any part of the Estate, including but not limited to, the Commercial Development in a fair and reasonable manner;

(bq) To grant access to the relevant electricity providing company or its staff, contractors, workers or agents a free and unobstructed right of way and vehicular access to go pass and repass and through the Estate to such areas of the Estate as provided by the First Owner to the relevant electricity providing

company to maintain the transformer room and cable accommodations of the Estate and to carry out reinstatement work to the same if rendered necessary by the installation, connection, repair or replacement of the equipment of the relevant electricity providing company Provided that entry into and upon the Government Accommodation pursuant to this Sub-clause shall be for maintenance and repair purposes and the Manager shall obtain prior approval for such entry (except in case of emergency) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation. For the avoidance of doubt, all materials and equipment provided by the relevant electricity providing company shall at all time remain the ownership and property of the relevant electricity providing company;

(br) To maintain the fire hydrants, fire-fighting appliances, water pumping connections and other fire service installations and equipment in the Lot or the Estate in good condition and to the satisfaction of the Director of Fire Services;

(bs) In the event of the covenants specified in Clause 76 being in breach by an Owner of the Non-enclosed Area (as defined therein), the Manager, without prejudice to the right of the other co-owners, shall have the right to demand the defaulting Owner to rectify the breach forthwith and if necessary to reinstate the Non-enclosed Area to its original state under the Building Plans and if the defaulting Owner shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants. The defaulting Owner shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose;

(bt) To implement the Fire Safety Management Plan including but not limited to, assist the Owners of the Open Kitchen Units in carrying out annual maintenance of the fire services installations of the relevant Open Kitchen Unit and submit the maintenance certificate to the Fire Services Department;

(bu) To conduct regular inspection on an annual basis of the Open Kitchen Units to ensure that there is no alteration or removal of smoke detectors and alarm, sprinklers and the full height wall having a half hour fire rated barrier provided within such Open Kitchen Units;

(bv) To maintain on behalf of the Owners the Green Area together with the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in accordance

with the Government Grant (to the extent that the Green Area has not yet been re-delivered to the Government) in observing and complying with Special Condition No.(5)(a)(iii) of the Government Grant;

(bw) To maintain on behalf of the Owners the Green Stippled Black Area together with the Green Stippled Black Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in accordance with the Government Grant (to the extent that the Green Stippled Black Area has not yet been re-delivered to the Government) in observing and complying with Special Condition No.(5)(b)(iii) of the Government Grant;

(bx) To have the right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Green Area or the Green Area Structures or the Green Stippled Black Area or the Green Stippled Black Area Structures (until possession of which is re-delivered to the Government) Provided that the Manager shall not represent F.S.I. or the Government Property Administrator in any dealings with the Government;

(by) To keep and maintain the landscaped works provided on the Lot and the Estate pursuant to Special Condition No.(16)(c) of the Government Grant in accordance with Special Condition No.(16)(d) of the Government Grant on the Common Areas and Facilities and the Greenery Area which form part of the Common Areas and Facilities;

(bz) To manage and maintain the Items which are the obligations of the Owners (save and except F.S.I. as Owner of the Government Accommodation) in accordance with Special Condition No.(30)(a) of the Government Grant;

(ca) To keep and maintain the pedestrian link in the design as Covered Walkway and the Pedestrian Walkway which form parts of the Common Areas and Facilities in accordance with Special Condition Nos.(38)(c) and (38)(e) of the Government Grant;

(cb) To keep such parts of the Pedestrian Walkway forming part of the Common Areas and Facilities open for all lawful purposes free of charge and without interruption in compliance with Special Condition No.(38)(f) of the Government Grant Provided that the Pedestrian Walkway or any part(s) thereof may be

closed for maintenance and/or repair for such period subject to the approval in writing by the Director of Lands;

(cc) To carrying out regular maintenance and regular monitoring of any prestressed ground anchors (if any) that are installed within the Lot throughout their service life and supply to the Director of Lands of such reports and information on all such monitoring works in compliance with Special Condition No.(59) of the Government Grant;

(cd) To maintain on behalf of the Owners any section of the connection works which is constructed within Government land in connecting any drains and sewers from the Lot to the Government storm-water drains and sewers and upon demand to hand over such section of the said connection works which is constructed within Government land to the Government for future maintenance and to pay to the Government on demand the cost of the technical audit in respect of the said connection works pursuant to Special Condition No.(62)(b) of the Government Grant;

(ce) To organize any activities as the Manager may consider appropriate to promote the concept of green life and the environmental awareness of the Owners and Occupiers and to encourage them to participate in such activities with a view to improving the environmental conditions of the Estate;

(cf) To provide reasonable occupational health and safety equipment / facilities to the management staff of the Estate (excluding the Government Accommodation) and contractors recruited or employed by the Manager;

(cg) To conduct regular inspection of the pipework of the Estate at specified intervals as proposed by the Authorized Person so as to alert any signs of water leakage and pipe joints or pipe brackets conditions;

(ch) To grant access to CLP Power Hong Kong Limited or its employees, contractors, workers or agents a free uninterrupted and unobstructed right of way and vehicular access to go pass and repass and through the Common Areas and Facilities to the transformer room(s) as provided by the First Owner to CLP Power Hong Kong Limited to operate the facilities installed inside the transformer room(s);

(ci) To maintain the transformer room, cable accommodations and associated facilities forming part of the Common Areas and Facilities and to carry out reinstatement work to the same whether rendered necessary by the installation, connection, repair or replacement of the equipment of CLP Power Hong Kong

Limited or otherwise. For the avoidance of doubt, all materials and equipment provided by CLP Power Hong Kong Limited shall at all time remain the ownership and property of CLP Power Hong Kong Limited;

(cj) To provide suitable CCTV imaging device for conducting inspection of the external concealed drainage pipes enclosed by architectural features by a suitable CCTV imaging device and to provide regular inspection of pipework on a specified interval as proposed by the Authorized Person to alert any early signs of water leakage and pipe joints/pipe brackets conditions;

(ck) To implement and/or monitor proper implementation of the Noise Mitigation Measures by Owners whose Residential Units contain Noise Mitigation Measures serving or forming part of such Residential Units exclusively and to enter into the relevant Residential Units to take such measures and precautions as may be required to prevent any breach by any Owners in respect of the Noise Mitigation Measures in Residential Units Provided That reasonable notice (except in an emergency) shall be given to the Owner concerned before any entry and Provided Further That the Manager shall at its own costs and expenses repair any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents;

(cl) To repair, maintain, replace, renew, remove and demolish such part or parts of the walls and supporting structures erected within the Mini Transport Interchange Reserved Area and not forming part of the Commercial Development in accordance with Special Condition No.(31)(e)(i) of the Government Grant; and

(cm) To do all such other things as are necessarily and reasonably incidental to the management of the Lot and the Estate (save and except the Government Accommodation);

PROVIDED THAT except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the duties and powers of the Manager under this Clause shall not extend to those which relate to the effecting of any improvements to any facilities or services which involves an expenditure in excess of 10% of the current annual Management Budget.

38. The Manager shall have power to enter with or without workmen at all reasonable times on reasonable notice (except in the case of emergency) into all parts of the Lot and the Estate including any Unit for the purpose of inspecting, rebuilding, repairing, altering, renewing, maintaining, cleaning, painting or decorating any part or parts of

the Lot and the Estate (excluding the Government Accommodation) and the Common Areas and Facilities or abating any hazard or nuisance which does or may affect the Common Areas and Facilities or any part thereof or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed and any relevant Sub-Deed Provided that the Manager shall cause as little disturbance as possible when carrying out such works and forthwith make good (at the Manager's own costs and expense) any damage caused thereby and be responsible for negligent, wilful or criminal acts of the Manager its employee, staff or contractors and without limiting the generality of the foregoing, the Manager shall have power on prior reasonable notice (except in case of emergency) to enter and access to:-

(a) all parts of the roofs, flat roofs and related parapets (if any and forming part of any Unit) with or without workmen or equipment for the purpose of cleaning, painting, repairing and maintaining the windows and the external walls including the curtain walls, roof features and any common pipes and any Common Facilities of the Estate and inspecting, repairing and maintaining the external pipes including without limitation, the right to affix and operate the Building Maintenance Unit Provided that entry into and upon the Government Accommodation (with or without workmen or equipment) pursuant to this Sub-clause shall be for maintenance and repair purposes and the Manager shall obtain prior approval for such entry (except in case of emergency) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation. For the avoidance of doubt, the exercise of the Manager's power herein shall be restricted for the purposes of carrying out necessary repairs to the Estate or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or any part thereof or other Owners; and

(b) all or any parts of the private lift lobby forming part of a Residential Unit for the purpose of carrying out all necessary cleaning, repair, maintenance and improvement works (whether or not such works are ad-hoc in nature) in respect of any lift and lift shaft and any other Common Areas and Facilities. For the avoidance of doubt, the exercise of the Manager's power herein shall be restricted for the purposes of carrying out necessary repairs to the Estate or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or any part thereof or other Owners.

39. The Common Areas and Facilities shall be under the 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 Government Grant and this Deed and any relevant Sub-Deed Provided that the exercise of this right shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the Unit which he owns or impede or restrict the access to and from such Unit owned by him Provided Further That the Manager's power to make rules or regulations or impose conditions shall be subject to the approval of the Owners' Committee (if any) or Owners' Corporation (if formed) and Provided Further That such rules, regulations and conditions must not be inconsistent with or contravene this Deed, any Sub-Deed, the Ordinance or the conditions of the Government Grant and must not adversely affect or interfere with the use, operation and enjoyment of the Government Accommodation.

40. All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed or any Sub-Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being Provided That such acts and decisions of the Manager shall not adversely affect or interfere with the use, operation and enjoyment of the Government Accommodation.

41. (a) The Manager shall have power from time to time (whether before or after the formation of the Owners' Committee) with the approval of the Owners' Committee (if and when it is formed) or the Owners' Corporation (if any) to make, revoke and amend Estate Rules regulating the use, occupation, maintenance and environmental control of the Lot and the Estate (excluding the Government Accommodation) and the Common Areas and Facilities or any part or parts thereof, the protection of the environment of the Estate and the implementation of noise abatement, waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such Estate Rules shall be binding on all the Owners (save and except the Owner of the Government Accommodation), their tenants, licensees, servants or agents. 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 Provided That all charges received shall be credited to the Special Fund.

(b) Such Estate Rules shall not adversely affect or interfere with the use, operation and enjoyment of the Government Accommodation and shall be supplementary to the terms and conditions contained in this Deed and any Sub-Deed, the

Ordinance and the conditions of the Government Grant and shall not in any way conflict with such terms and conditions of this Deed and any Sub-Deed, the Ordinance and the conditions of the Government Grant. In case of inconsistency between such Estate Rules and the terms and conditions of this Deed and any Sub-Deed, the Ordinance and the conditions of the Government Grant the terms and conditions of this Deed and the Sub-Deed, the Ordinance and the conditions of the Government Grant 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. For the avoidance of doubt, nothing herein shall operate to exclude the liability of the Manager to the Owners for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, agents or contractors.

42. The Manager shall have the right from time to time to appoint or employ agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties or obligations hereunder PROVIDED THAT the Manager shall not transfer or assign its duties or obligations hereunder to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the whole Estate (including any part thereof) excluding the Government Accommodation in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility.

SECTION IV

EXCLUSIONS AND INDEMNITIES

43. The Manager, its employees, servants, 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 or any Sub-Deed not being an act or omission involving criminal liability or dishonesty or negligence and the Owners (save and except the Owner of the Government Accommodation) shall fully and effectually indemnify the Manager, its employees, servants, agents or contractors from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any such act, deed, matter or thing done or omitted as aforesaid and all costs and

expenses in connection therewith Provided That no Owner shall be required to indemnify the Manager or his employees, agents or contractors from and against any action, proceedings, claim and demand arising from the act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, agents or contractors. Without in any way limiting the generality of the foregoing, the Manager, its employees, servants, 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 Lot and the Estate, or

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

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

(e) theft, burglary or robbery within the Lot and the Estate, or

(f) typhoon, Act of God, force majeure,

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 contribution to the Management Charges or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.

44. Each Owner (save and except the Owner of the Government Accommodation) 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 such Owner or any Occupier of any Unit of which he has the exclusive use or any person using such Unit with his consent express or implied or by, or through, or in any way owing to the overflow of water or spread of fire therefrom and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Lot and the Estate 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 or any relevant Sub-Deed to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the

case of loss or damage suffered by other Owners or Occupiers for which the Manager is not empowered by this Deed or any relevant Sub-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.

SECTION V

OWNERS' COMMITTEE

45. (a) The Manager shall convene the first meeting of the Owners as soon as possible but in any event not later than nine months after the date of this Deed (and to convene further and subsequent meetings if required) to:-

(i) appoint an Owners' Committee and the chairman thereof; or

(ii) appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance.

(b) The Owners' Committee shall consist of 11 members of which 4 members shall be elected by the Owners of the Residential Development, 3 members by the Owner(s) of the Commercial Development, 2 members by the Owner of the Kindergarten and Spaces, 1 member by the Owners of the Residential Car Park, 1 member by the Owner(s) of the Commercial Car Park, or of such number of members as the Owners may from time to time by resolution at a meeting of the Owners decide. F.S.I. shall have the right to attend the Owners' Committee meetings and to receive notices, agendas and minutes of the meetings free of charge to be sent by prepaid post or delivered by hand to Government Property Administrator, Government Property Agency, 9/F, South Tower, West Kowloon Government Offices, No.11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong or such other person and address nominated by F.S.I. in writing.

46. The Owners' Committee shall meet at such times as occasion shall require and in any event not less than once in every period of 3 months and the functions of the Owners' Committee shall include the following:-

(a) the representing of the Owners (save and except the Owner of the Government Accommodation) 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 Management Budget, annual Management Budget and revised Management Budget prepared by the Manager;

(d) the approval of the Estate Rules made from time to time by the Manager and any amendment or revocation thereof;

(e) the liaising with the Manager in respect of all matters concerning the management of the Lot and the Estate (excluding the Government Accommodation);

(f) to convene meetings of all the Owners;

(g) the appointment of accountants for audit of the annual accounts prepared by the Manager; and

(h) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of this Deed or the Ordinance.

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

47. 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 and another appointment made at any time on notice in writing being given to the Owners' Committee.

(b) Any adult family member of close connection with the Owner duly authorised by the Owner which authorization shall be in writing addressed to the Manager and may be revoked and another appointment made at any time on notice in writing being given to the Manager. For the purpose of this Sub-clause, "family member of close connection with the Owner" shall mean any one of the grand-parents, parents, spouse, children, grand-children or siblings of the Owner. The Owner is obliged to provide satisfactory documentary proof to show his relationship with such family member upon request.

47A (a) If at any annual general meeting at which an appointment or election of a member should take place, the office of the retiring member is not filled, or if in any year no annual general meeting is held, the member shall continue in office until the next annual general meeting.

(b) The Owners' Committee may continue to act notwithstanding any vacancies in its number as long as the number is not less than fifty per cent (50%) of the total number of the members of the Owners' Committee (rounded up to the nearest whole number) as decided by resolution at a meeting of the Owners or 3 such members, whichever is the greater Provided That if the number is reduced below fifty per cent (50%) of the number of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater, the Manager may convene or the remaining member(s) of the Owners' Committee may act to convene a meeting of the Owners for the purpose of filling the vacancies in the Owners' Committee.

(c) A member of the Owners' Committee appointed by the Owners of any component part of the Estate may be removed from office and another person appointed in his place by notice in writing from the Owners of that component part addressed to the Owners' Committee.

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

(a) He resigns by notice in writing to the Owners' Committee; or

(b) In the case of an elected member 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) In the case of an elected member he is removed from office by the Owners whom he represents by ordinary resolution of a duly convened meeting of such Owners or in the case of an appointed member he is removed from office by notice to that effect to the Owners' Committee given by the Owners who have the right to appoint him; or

(f) He resides abroad; or

(g) He has failed to attend the meeting of the Owners' Committee duly convened for 3 consecutive times; or

(h) He ceases to be an Owner of Undivided Shares.

In any of the events provided for in Sub-clauses (a), (c), (d), (f) or (g) above, the Manager or the Owners' Committee may convene a meeting of the Owners who have elected the member concerned to fill the casual vacancy thereby created if the member concerned is an elected member, or the Owners who are entitled to appoint the member concerned shall have the right to fill the casual vacancy thereby created if the member concerned is an appointed member and if no meeting of the Owners has been convened or no appointment is made to fill the vacancy at a meeting of the Owners or by the Owners who are entitled to appoint the member concerned, the Owners' Committee may make an appointment to fill the vacancy till the next general meeting of the Owners.

49. The provisions of Schedule 8 to the Ordinance in relation to meetings of the Owners Committee shall be applicable and incorporated in and form part of this Deed.

50. The Owners' Committee shall have full power from time to time to make and compile rules and regulations governing:-

(i) the convening, conduct and procedure of meetings of the Owners, 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 the Ordinance, this Deed or any Sub-Deed.

51. The Manager shall appoint a representative to represent the Manager in all its business and dealings with the Owners' Committee and such representative, if so requested by the Owners' Committee shall, but only in the absence of the secretary to the Owners' Committee and no member of the Owners' Committee is appointed as the secretary for that meeting, act as a secretary to the Owners' Committee and who shall, upon request by the Owners' Committee, attend such meetings of the Owners' Committee but not to vote thereat and who shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.

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

(a) Subject to Sub-clause (d) below, 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 shall have a second or casting vote.

53. 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 or any Sub-Deed not being an act or omission involving criminal liability or dishonesty or negligence by or on the part of any or all of the members of the Owners' Committee. No Owner shall be required to indemnify the Owners' Committee or its members from and against any actions, proceedings, claims and demands whatsoever arising from any act, deed, matter or thing done or omitted as aforesaid involving criminal liability, dishonesty or negligence on the part of the Owners' Committee or its members.

54. 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 and reasonably incurred in carrying out their duties.

55. The Owners' Committee shall cause to be kept records and minutes of:-

(a) the appointment and election and vacation of appointments of all its members, secretary and chairman and all changes therein;

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

(c) the members present at all meetings.

56. The records and minutes of the Owners' Committee 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 copies of extracts therefrom on paying the reasonable charges therefor. The records and

minutes shall be provided to the Owner of the Government Accommodation free of charges in accordance with Clause 67.

SECTION VI

MEETING OF OWNERS

57. From time to time as occasion may require there shall be meetings of the Owners to discuss and decide on matters concerning the Lot and the Estate and in regard to such meetings the following provisions shall apply:-

(a) The first meeting of Owners shall be convened by the Manager as soon as possible but not later than 9 months after the date of this Deed, the business of which shall include the appointment of a chairman and the members of the Owners' Committee or to appoint a management committee for the purpose of forming an Owners' Corporation.

(b) One such meeting to be known as the annual general meeting shall be convened by the Manager or the Owners' Committee and shall be held once in each calendar year not later than 15 months following the first meeting of the Owners for the purpose of electing the chairman and other members of the Owners' Committee and transacting any other business of which due notice is given in the notice convening such meeting.

(c) Further and subsequent meetings shall be convened in accordance with paragraph 8 of Schedule 8 to the Ordinance.

(d) The provisions of Schedule 8 to the Ordinance in relation to meetings of the Owners shall be applicable and incorporated in and form part of this Deed.

58. (a) Any resolution on any matter concerning the Lot and the Estate passed by a simple majority of votes at a duly convened meeting of the Owners present in person or by proxy and voting in proportion to number of Undivided Shares held at such meeting shall be binding on all the Owners of the Lot and the Estate Provided as follows:-

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

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

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

(iv) 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 and duties of the Manager conferred on the Manager under this Deed or any Sub-Deed.

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

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

(c) Where any Undivided Share has been assigned or charged by way of mortgage or charge, then subject to the provisions of the mortgage or charge, the voting rights conferred on the Owner of such Undivided Share by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession or has foreclosed or has appointed a receiver to manage such Undivided Share.

59. For the purpose of Clauses 57 and 58 of this Deed, unless otherwise expressly stated, any reference to "Owner" or "Owners" shall exclude the Owner of the Common Areas and Facilities. The Undivided Shares allocated to the Common Areas and Facilities shall not carry any voting rights at any meeting whether under this Deed, the Ordinance or otherwise or liability to pay any fees or charges under this Deed. Such Undivided Shares shall not be taken into account for the purpose of calculating the quorum of any meeting under this Deed, the Ordinance or otherwise.

SECTION VII

EXTINGUISHMENT OF RIGHTS

60. In the event of the Estate or any part thereof being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same unfit for habitation or use or occupation, the Manager or the Owners' Committee or the Owners of not less than 75% of the Undivided Shares allocated to the damaged part of the Estate (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall convene a meeting of the Owners of the Estate or (as the case may be) the part thereof so affected and such meeting may resolve by a resolution of not less than 75% of those

present at the meeting whether or not to rebuild or reinstate the damaged part of the Estate so affected and such resolution passed is to be binding upon all the Owners of the damaged part(s) of the Estate. If it shall be resolved that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild the Estate or (as the case may be) the part thereof so affected then in such event the Undivided Shares in and of the Estate or (as the case may be) the part thereof so affected shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such Owners. All insurance money received in respect of any policy of insurance on the Estate or (as the case may be) the part thereof so affected shall likewise be distributed amongst such Owners. In such event all the rights, privileges, obligations and covenants of such Owners under this Deed shall be extinguished so far as the same relate to such Owners PROVIDED ALWAYS THAT if it is resolved by a resolution of not less than 75% of those present at the meeting to reinstate or rebuild the Estate or (as the case may be) the part thereof so affected the Owners of the Estate or (as the case may be) the part thereof so affected shall pay the excess of the cost of reinstatement or rebuilding of the Estate or the relevant part thereof damaged as aforesaid over and above the proceeds recoverable from the insurance of the Estate or (as the case may be) the part thereof so affected 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 Estate or the relevant part thereof and be recoverable as a civil debt.

61. The following provisions shall apply to a meeting convened as provided in Clause 60 hereof:-

(a) (i) Every such meeting shall be convened by at least fourteen (14) days' notice in writing served by the person or persons convening the meeting upon each Owner, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed;

(ii) Service of a notice required to be served under Sub-clause (a)(i) above may be effected

(a) personally upon the Owner;

(b) by post addressed to the Owner at his last known address; or

(c) by leaving the notice at the Owner's Unit or depositing the notice in his letter box.

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

(c) Every such meeting shall be presided over by the chairman of the Owners' Committee or, in his absence, the Owners present shall choose one of their members to be the chairman of the meeting;

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

(e) Votes may be given either personally or by proxy;

(f) The instrument appointing a proxy shall be lodged with the person, or one of the persons, as the case may be, who convened the meeting not less than 48 hours before the time for the holding of the meeting;

(g) A resolution passed at a duly convened meeting by not less than 75% majority of such Owners present in person or by proxy at such meeting shall be binding on all the Owners of the Estate or (as the case may be) 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;

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

SECTION VIII

MISCELLANEOUS PROVISIONS

62. Each Owner shall on ceasing to be the Owner of any Undivided Share notify the Manager 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 he ceases to be the Owner.

63. 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 save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.

64. Notwithstanding anything herein contained, it is hereby specifically agreed that the respective provisions of Schedule 7 and Schedule 8 to the Ordinance shall be incorporated in and form part of this Deed.

65. 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 7 consecutive days shall be due notice of the contents thereof to each Owner (save and except the Owner of the Government Accommodation), his tenants, licensees, servants and agents.

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

67. Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently

served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same 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. Notwithstanding any provision to the contrary herein contained, accounts, reports, budgets, notices and demands shall be sent free of charge to F.S.I. by prepaid post or delivered by hand to Government Property Administrator, Government Property Agency, 9/F, South Tower, West Kowloon Government Offices, No.11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong or such other person and address nominated by F.S.I. in writing. 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 or delivered to the registered office of the Manager.

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

(b) The First Owner shall deposit a copy of Schedules 7 and 8 to the Ordinance (both English and Chinese versions) in the management office for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

69. Plans showing the Common Areas and Facilities are annexed to this Deed. The accuracy of such plans are certified by or on behalf of the Authorised Person. A set of the plans annexed hereto showing the Common Areas and Facilities shall be kept at the management office of the Estate for inspection by the Owners during normal office hours free of costs and charges. The Manager shall provide free of costs the Owner of the Government Accommodation with a copy of the set of plans showing the Common Areas and any amendments that may be made thereto from time to time.

70. 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 or has foreclosed or has appointed a receiver to manage such Undivided Shares PROVIDED THAT once the mortgagee has taken possession of such Undivided Shares he shall become fully liable for the payment of all the management fee, expenses and contributions payable in respect of the relevant part of the Estate under this Deed including any arrears thereof.

71. 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 part of the Estate and to the Undivided Share or Shares held therewith.

72. Nothing herein shall contradict, overrule or fail to comply with the provisions of or prejudice in any way the operation of the Ordinance and the Schedules thereto and any amendment or amendments thereof or any substitutions thereof. At any time after the formation and during the existence of the Owners' Corporation under the Ordinance, the Owners' meeting convened under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation and the Owners' Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.

73. (a) The First Owner shall upon execution of this Deed assign the Undivided Shares allocated to the Common Areas and Facilities to the Manager free of cost or consideration to be held on trust for all the Owners subject to the Government Grant and to this Deed. The First Owner shall upon designation and declaration of any additional Estate Common Areas and Facilities or additional Residential Common Areas and Facilities or additional Residential Car Park Common Areas and Facilities or additional Residential and Residential Car Park Common Areas and Facilities assign the Undivided Shares allocated thereto to the Manager free of cost or consideration to be held on trust for all the Owners subject to the Government Grant and to this Deed and any relevant Sub-Deed.

(b) Such Undivided Shares allocated to the Common Areas and Facilities shall upon such assignment 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 resign or be wound up or have a receiving order made against it or is removed or its appointment otherwise being terminated and another manager be appointed in

its stead in accordance with this Deed, then the outgoing Manager or the liquidator or the receiver shall assign such Undivided Shares allocated to the Common Areas and Facilities to the new manager free of costs or consideration to hold as such trustee as aforesaid PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities and entitlements of the Manager contained in this Deed or any relevant Sub-Deed PROVIDED FURTHER THAT when the Owners' Corporation has been formed, it may at any time require, and the Manager in such event shall, the Manager to assign the Undivided Shares allocated to the Common Areas and Facilities and transfer the management responsibilities to it free of costs or consideration, after which the Owners' Corporation must hold them on trust for the benefit of all the Owners for the time being.

74. (a) The Owners (save and except F.S.I. as Owner of the Government Accommodation) shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all works in respect of the Slopes and Retaining Walls (if any) in accordance with the Slope Maintenance Guidelines and the Slope Maintenance Manual.

(b) The Manager shall have full authority of the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slopes and Retaining Walls (if any) in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of Slopes and Retaining Walls. For the purpose of this Sub-clause, the reference to "the Manager" includes the Owners' Corporation, if formed.

(c) All Owners (save and except F.S.I. as Owner of the Government Accommodation) shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls (if any).

(d) The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls (if any) under the conditions of the Government Grant, which shall remain the responsibility of the Owners (save and except F.S.I. as Owner of the Government Accommodation) if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners.

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

75. (a) Nothing in this Deed conflicts with or is in breach of the conditions of the Government Grant. If any provision contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail.

(b) All Owners (including the First Owner) and the Manager covenant with each other to comply with the conditions of the Government Grant so long as they remain as Owners or (as the case may be) the Manager. The covenants and provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the Lot and the Estate and to the Undivided Share(s) in respect thereof.

76. (a) A balcony and/or an utility platform (with their locations as indicated and coloured white hatched black and white cross hatched black respectively on the plans annexed to this Deed and marked Plan Nos.DMC-14, DMC-15, DMC-17, DMC-18, DMC-21, DMC-23, DMC-25, DMC-26, DMC-28, DMC-29, DMC-31, DMC-32, DMC-34 and DMC-35 and the accuracy of such plans is certified by or on behalf of the Authorized Person) which forms part of a Residential Unit and the covered areas beneath a balcony and/or an utility platform, for the purpose of this Deed is designated as a non-enclosed area ("the Non-enclosed Area"). The Owner of each Residential Unit which includes a Non-enclosed Area:-

(i) shall not use the Non-enclosed Area or permit it to be used for any purpose other than as a balcony or, as the case may be, an utility platform for the proper use and enjoyment of the Residential Unit;

(ii) shall not enclose the Non-enclosed Area or any part thereof or permit it to be enclosed wholly or partially above safe parapet height other than as under the Building Plans;

(iii) shall maintain the Non-enclosed Area in good and substantial repair and condition at such Owner's own cost and expense; and

(iv) shall not erect, affix or place any structure on the Non-enclosed Area.

(b) If there is any default on the part of any Owner in observing and fulfilling his obligations set out in Sub-clause (a) above, the Manager shall have the right to

serve a written notice to the Owner requiring him to make good the default within a reasonable time limit. If the Owner shall fail to comply with such notice the Manager shall be entitled to take such steps as the Manager may in its absolute discretion consider necessary to secure compliance with Sub-clause (a) above including, on giving a reasonable prior notice in writing, to report to the Building Authority the non-compliance with the obligations set out in Sub-clause (a) for such enforcement action including prosecution as the Building Authority shall consider necessary or appropriate.

77. (a) The First Owner at its own costs and expenses has prepared a schedule of the Works and Installations in the Estate. The schedule of the Works and Installations is set out in Fifth Schedule to this Deed (subject to revisions as provided for in Sub-clauses (e) and (f) below).

(b) The First Owner shall at its own costs and expenses prepare and compile for the reference of the Owners and the Manager the Works and Installations Maintenance Manual setting out the following details:-

(i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;

(ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;

(iii) recommended maintenance strategy and procedures;

(iv) a list of items of the Works and Installations requiring routine maintenance;

(v) recommended frequency of routine maintenance inspection;

(vi) checklist and typical inspection record sheets for routine maintenance inspection; and

(vii) recommended maintenance cycle of the Works and Installations.

(c) The First Owner shall deposit a full copy of the Works and Installations Maintenance Manual in the management office of the Estate within one month after the date of this Deed for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund. The Manager shall provide free of costs the Owner of the

Government Accommodation with a copy of the Works and Installations Maintenance Manual.

(d) The Owners (save and except the Owner of the Government Accommodation) shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Estate and such parts of the Estate the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by the respective Owners including the Works and Installations.

(e) The Works and Installations as set out in the Fifth Schedule hereto and the Works and Installations Maintenance Manual may be revised in future to take into account any necessary changes, including but not limited to addition of Works and Installations in the Estate and the updating of maintenance strategies in step with changing requirements.

(f) The Owners may, by a resolution of the Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule of the Works and Installations and the Works and Installations Maintenance Manual, in which event the Manager shall procure from a qualified professional or consultant the revised schedule of the Works and Installations and the revised Works and Installations Maintenance Manual within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.

(g) All costs incidental to the preparation of the revised schedule for the Works and Installations and the revised Works and Installations Maintenance Manual shall be paid out of the Special Fund.

(h) The Manager shall deposit the revised Works and Installations Maintenance Manual in the management office of the Estate within one month after the date of its preparation for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund. The Manager shall provide free of costs the Owner of the Government Accommodation with a copy of the revised Works and Installations Maintenance Manual.

78. 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 shall be subject to the following conditions:-

(a) the term of the contract shall not exceed 3 years;

(b) the right to be granted under the contract shall be non-exclusive and shall provide for sharing the use of the facilities and network with other service providers; and

(c) 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.

79. The Owners (which expression shall for the purpose of this Sub-clause exclude F.S.I. as Owner of the Government Accommodation), acting by the Manager, shall throughout the whole of the term of the Government Grant at their own expense and in all respects to the satisfaction of the Director of Lands manage and maintain the Items and shall indemnify and keep indemnified the Government and F.S.I. against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure to manage and maintain the Items.

80. The Owner(s) of the Commercial Development shall, at their own expense, be responsible for maintaining the parts of the Pedestrian Walkway forming parts of the Commercial Development in good and substantial condition and repair and in all respects to the satisfaction of the Director of Lands in accordance with Special Condition No.(38)(e) of the Government Grant and shall keep such parts of the Pedestrian Walkway as is or may be constructed within the Commercial Development open for all lawful purposes free of charge and without any interruption in compliance with Special Condition No.(38)(f) of the Government Grant Provided that the Pedestrian Walkway or any part(s) thereof may be closed for maintenance and/or repair for such period subject to the approval in writing by the Director of Lands.

81. Subject to the terms and conditions of and in the Government Grant, no provision in this Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance (Cap.459), any regulations made thereunder and any amending or replacing legislation (which residential care home is hereinafter referred to as "RCHE"), or residential care home for PWDs as defined in the Residential Care Homes (Persons with Disabilities) Ordinance (Cap.613), any regulations made thereunder and any amending or replacing legislation (which residential care home for PWDs is hereinafter referred to as "RCHD"), or the use of the Lot or any part thereof or the Estate or any part thereof for the purpose of RCHE and RCHD.

82. (a) The Owners of the Open Kitchen Units shall at their own expense observe and comply with the Fire Safety Management Plan. Without prejudice to the generality of but in addition to the foregoing, the Owner of an Open Kitchen Unit shall observe and comply with the following provisions:-

(i) not to remove or obstruct any smoke detector provided inside his Open Kitchen Unit and the common lobby outside his Open Kitchen Unit;

(ii) not to remove or obstruct the sprinkler head provided at the ceiling immediately above the Open Kitchen in his Open Kitchen Unit;

(iii) not to remove the full height wall having an FRR (fire resistance rating) of not less than -/30/30 adjacent to the exit door of his Open Kitchen Unit;

(iv) allow the fire services installations mentioned in (i) and (ii) above to be subject to annual or other maintenance, testing and commissioning conducted by the registered fire service installation contractor engaged or employed by the Manager;

(v) to maintain and keep the fire services installations mentioned in (i) and (ii) above installed in his Open Kitchen Unit in good order and working condition;

(vi) to let, lease, license or otherwise part with the possession of his Open Kitchen Unit upon the condition that the tenant(s), lessee(s), licensee(s) or occupier(s) thereof shall agree to observe and comply with the provisions contained in this Deed relating to and/or applicable to Open Kitchen Units.

(b) The Manager shall on behalf of the Owners of the Open Kitchen Units carry out and implement the plans relating to maintenance, staff training, fire action, fire service intervention and fire prevention as set out in the Fire Safety Management Plan. Without limiting the generality of the foregoing, the Manager is hereby given full authority by the Owners of the Open Kitchen Units to engage or employ registered fire service installation contractors for the inspection, testing, keeping and maintaining in good substantial repair and condition, and carrying out any necessary works in respect of the fire safety provisions for Open Kitchens as specified in and in accordance with the Fire Safety Management Plan and to submit the maintenance certificate to the Fire Services Department.

(c) The Manager and the registered fire service installation contractors engaged or employed by the Manager shall have the power to enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Open Kitchen Unit to carry out regular testing or maintenance of the fire services installations therein (at the cost of the Owner of that Open Kitchen Unit) or verify observance and compliance of provisions referred to in Sub-clause (a) above Provided That the Manager shall at its own costs and expenses repair any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager and its employees, workmen, contractors and agents.

(d) The First Owner shall lodge or cause to be lodged a set of the Building Plans showing the Open Kitchen Units and certified by the Authorized Person with the management office.

(e) If the Owner of a Residential Unit has obtained approval from the relevant Government authority or authorities to convert his Residential Unit into an Open Kitchen Unit, he may apply to the Manager for the installation and/or connection (at such Owner's costs and expenses) of fire services installations specified in the Fire Safety Management Plan and/or the relevant fire alarm or fighting system in the Estate, and the Manager shall not unreasonably withhold its approval to such application by the Owner Provided Further That the Manager must not charge any fee other than a reasonable administrative fee for issuing the approval and such fee shall be credited to the Special Fund.

(f) The Manager shall prepare a separate management budget for the carrying out and implementation of the plans of the Fire Safety Management Plan and the fire services system serving the Open Kitchen Units exclusively. The Owner of each Open Kitchen Unit shall pay to the Manager his due share of the budgeted expenses for the carrying out and implementation of the plans of the Fire Safety Management Plan and the said fire services system on a monthly basis in accordance with and in proportion to the Management Units allocated to his Unit.

83. (a) Each Owner of the Residential Car Parking Spaces shall at his own costs and expense be responsible for the maintenance, inspection, security, repair, replacement and renewal of the Residential Non-Common EV Facilities serving his Residential Car Parking Space exclusively and the ownership of all such facilities shall belong to him and shall indemnify the Owners or Occupiers of

other Units for his failure to observe and comply with the provisions of this Clause.

(b) Without prejudice to the generality of Sub-clause (a) above, if any Owner of the Residential Car Parking Space shall fail to repair or maintain the Residential Non-Common EV Facilities serving his Residential Car Parking Space exclusively in accordance with Sub-clause (a) above and it has caused damage or, in the reasonable opinion of the Manager, danger to the other part of the Estate or the Owners or Occupiers of the other Units, the Manager shall have the right and power, but not be obliged, to carry out such repairs or maintenance works to the relevant Residential Non-Common EV Facilities and make good all damage (if any) caused by the Owner's failure to repair or maintain as the Manager shall in absolute discretion see fit and all the costs and expenses incurred by the Manager in connection therewith shall be recoverable from the Owner of the relevant Residential Car Parking Space on a full indemnity basis as a debt.

(c) All the Residential Non-Common EV Facilities installed by an Owner of the Residential Car Parking Space shall be in the appearance and standards (including but not limited to the design, specification and use of materials) as approved by the Manager Provided that no installation, repairing, maintenance and replacement work shall be commenced unless with the Manager's prior approval and to be carried out by contractors approved by the Manager.

84. Each Owner of the Residential Car Parking Space shall at his own costs and expense at all times:-

(a) observe and comply with all Ordinance, by-laws and Government regulations of the Hong Kong Special Administrative Region and guidelines and directions as may be issued by the Environment Bureau or the Electrical and Mechanical Services Department or all other Government authorities from time to time and all the Estate Rules as may be and all such directions (if any) as may be given by the Manager from time to time in relation to the installation, use, operation, maintenance, repair and/or replacement of the Residential Non-Common EV Facilities or any part thereof serving his Residential Car Parking Space exclusively including but not limited to any other works to be carried out thereat and control of the consistent appearance of the Residential Non-Common EV Facilities;

(b) take good care and such precautions as may be necessary in the use or operation of the Residential Non-Common EV Facilities or any part thereof serving his

Residential Car Parking Space exclusively so as to avoid any loss, damage, nuisance or annoyance to Owners or Occupier of the other Units; and

(c) indemnify the Owners or Occupiers of the other Units for his failure to observe or comply with the provisions of this Clause.

85. (a) The Owners (save and except the Owner of the Government Accommodation) shall render such assistance and take such steps as the Owner(s) for the time being of the Commercial Development, its servants, agents, contractors, workmen, licensees may require from time to time to facilitate the exercise of the easements, rights and privileges set out in Clause 4 of Part A of the Second Schedule. No Owner shall do or suffer to be done anything which may contravene the said easements, rights and privileges set out in Clause 4 of Part A of the Second Schedule and, in particular, no Owner shall object to the Manager rendering assistance and giving direction to facilitate the temporary removal of the cladding on the external walls at the transfer plate of Tower 2 of the Residential Development.

(b) To facilitate the exercise of the easements, rights and privileges set out in Clause 4 of Part A of the Second Schedule:-

(i) the Manager shall render such assistance and take such steps as the Owner(s) for the time being of the Commercial Development, its servants, agents, contractors, workmen, licensees may require from time to time; and

(ii) the Manager (which for this purpose shall include any Owners' Committee or Owners' Corporation) shall be given full authority by the Owners of the Residential Units to engage suitable contractor(s) for the temporary removal and reinstatement of the cladding on the external walls at the transfer plate of Tower 2 of the Residential Development.

86. (a) The Owners of any Residential Unit with any Noise Mitigation Measures serving or forming part of their particular Residential Unit exclusively shall at their own cost and expense keep and maintain such Noise Mitigation Measures in good repair and substantial repair and condition and if any repair or replacement of such Noise Mitigation Measures are required, the design, specification and use of materials thereof shall comply with the design and specification approved by the Director of Environmental Protection and shall also be subject to such guidelines and/or specifications and/or prescribed design as may be adopted or issued by the Manager from time to time Provided That no repairing,

maintenance and replacement work shall be commenced unless with the Manager's prior approval and to be carried out by contractors approved by the Manager.

(b) All Owners shall observe and comply with all Ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region and guidelines and directions as may be issued by any Government authorities from time to time in relation to use or maintenance or operation of the Noise Mitigation Measures and no Owners shall do or permit any act or thing to be done which may in any way damage or affect the Noise Mitigation Measures.

87. For the avoidance of doubt and notwithstanding anything to the contrary contained in this Deed:-

(a) any amendment to the master layout plan (if any) should not affect the Government Accommodation;

(b) F.S.I. as Owner of the Government Accommodation shall be exempt from:-

(i) the fitting out regulations (if any); and

(ii) using the maintenance or service contractors nominated by the First Owner or the Manager.

88. The Owner(s) of the Commercial Development shall, at their own expense, be responsible for repairing, maintaining, replacing, renewing, removing and demolishing such part or parts of the walls and supporting structures erected within the Mini Transport Interchange Reserved Area forming part of the Commercial Development in accordance with Special Condition No.(31)(e)(i) of the Government Grant and to observe and comply with Special Condition No.(31)(e)(ii) of the Government Grant.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALLOCATION OF UNDIVIDED SHARES

Parts of the Estate

		Total No. of Undivided Shares
(A)	Government Accommodation	5,600
	Sub-total of (A):	5,600

(B)	Residential Units	No. of Units	No. of Undivided Shares per Unit	Total No. of Undivided Shares
	Tower 1			
	Flat A on 5/F with Flat Roof	1	65	65
	Flat B on 5/F with BAL	1	31	31
	Flat C on 5/F with BAL	1	21	21
	Flat D on 5/F with BAL and UP	1	43	43
	Flat E on 5/F with Flat Roof	1	51	51
	Flat F on 5/F with Flat Roof	1	30	30
	Flat G on 5/F with Flat Roof	1	48	48
	Flat H on 5/F with Flat Roof	1	50	50
	Flat A on 6/F to 12/F, each with BAL and UP	7	68	476
	Flat B on 6/F to 12/F, each with BAL	7	31	217
	Flat C on 6/F to 12/F, each with BAL	7	21	147
	Flat D on 6/F to 12/F, each with BAL and UP	7	43	301
	Flat E on 6/F to 12/F, each with BAL and UP	7	53	371
	Flat F on 6/F to 12/F, each with BAL	7	31	217
	Flat G on 6/F to 12/F, each with BAL and UP	7	50	350
	Flat H on 6/F to 12/F, each with BAL and UP	7	53	371
	Flat A on 15/F to 23/F, each with BAL and UP	9	68	612
	Flat B on 15/F to 23/F, each with BAL	9	31	279
	Flat C on 15/F to 23/F, each with BAL	9	21	189
	Flat D on 15/F to 23/F, each with BAL and UP	9	43	387
	Flat E on 15/F to 23/F, each with BAL and UP	9	53	477
	Flat F on 15/F to 23/F, each with BAL	9	31	279
	Flat G on 15/F to 23/F, each with BAL and UP	9	50	450
	Flat H on 15/F to 23/F, each with BAL and UP	9	53	477
	Flat A on 26/F to 33/F, each with BAL and UP	8	68	544
	Flat B on 26/F to 33/F, each with BAL	8	31	248
	Flat C on 26/F to 33/F, each with BAL	8	21	168
	Flat D on 26/F to 33/F, each with BAL and UP	8	43	344
	Flat E on 26/F to 33/F, each with BAL and UP	8	53	424
	Flat F on 26/F to 33/F, each with BAL	8	31	248
	Flat G on 26/F to 33/F, each with BAL and UP	8	50	400
	Flat H on 26/F to 33/F, each with BAL and UP	8	53	424

Flat A on 35/F to 43/F, each with BAL and UP	9	68	612
Flat B on 35/F to 43/F, each with BAL	9	31	279
Flat C on 35/F to 43/F, each with BAL	9	21	189
Flat D on 35/F to 43/F, each with BAL and UP	9	43	387
Flat E on 35/F to 43/F, each with BAL and UP	9	53	477
Flat F on 35/F to 43/F, each with BAL	9	31	279
Flat G on 35/F to 43/F, each with BAL and UP	9	50	450
Flat H on 35/F to 43/F, each with BAL and UP	9	53	477
Flat A on 45/F to 48/F, each with BAL and UP	4	68	272
Flat B on 45/F to 48/F, each with BAL	4	31	124
Flat C on 45/F to 48/F, each with BAL	4	21	84
Flat D on 45/F to 48/F, each with BAL and UP	4	43	172
Flat E on 45/F to 48/F, each with BAL and UP	4	53	212
Flat F on 45/F to 48/F, each with BAL	4	31	124
Flat G on 45/F to 48/F, each with BAL and UP	4	50	200
Flat H on 45/F to 48/F, each with BAL and UP	4	53	212
Flat A on 49/F with BAL, Flat Roof, Roof and Stairhood	1	130	130
Flat B on 49/F with BAL, UP, Flat Roof, Roof and Stairhood	1	121	121
Flat C on 49/F with BAL, Flat Roof, Roof and Stairhood	1	114	114
		Sub-sub-total:	13,654
<u>Tower 2</u>			
Flat A on 5/F with Flat Roof	1	29	29
Flat B on 5/F with Flat Roof	1	42	42
Flat C on 5/F with Flat Roof	1	76	76
Flat D on 5/F with Flat Roof	1	52	52
Flat E on 5/F with Flat Roof	1	33	33
Flat F on 5/F with Flat Roof	1	69	69
Flat G on 5/F with Flat Roof	1	52	52
Flat H on 5/F with Flat Roof	1	23	23
Flat A on 6/F to 12/F, each with BAL	7	30	210
Flat B on 6/F to 12/F, each with BAL and UP	7	45	315
Flat C on 6/F to 12/F, each with BAL and UP	7	79	553
Flat D on 6/F to 12/F, each with BAL and UP	7	54	378
Flat E on 6/F to 12/F, each with BAL and UP	7	36	252
Flat F on 6/F to 12/F, each with BAL and UP	7	72	504
Flat G on 6/F to 12/F, each with BAL and UP	7	54	378
Flat H on 6/F to 12/F, each with BAL	7	24	168
Flat A on 15/F to 23/F, each with BAL	9	30	270
Flat B on 15/F to 23/F, each with BAL and UP	9	45	405
Flat C on 15/F to 23/F, each with BAL and UP	9	79	711
Flat D on 15/F to 23/F, each with BAL and UP	9	54	486
Flat E on 15/F to 23/F, each with BAL and UP	9	36	324
Flat F on 15/F to 23/F, each with BAL and UP	9	72	648
Flat G on 15/F to 23/F, each with BAL and UP	9	54	486
Flat H on 15/F to 23/F, each with BAL	9	24	216

Flat A on 26/F to 33/F, each with BAL	8	30	240
Flat B on 26/F to 33/F, each with BAL and UP	8	45	360
Flat C on 26/F to 33/F, each with BAL and UP	8	79	632
Flat D on 26/F to 33/F, each with BAL and UP	8	54	432
Flat E on 26/F to 33/F, each with BAL and UP	8	36	288
Flat F on 26/F to 33/F, each with BAL and UP	8	72	576
Flat G on 26/F to 33/F, each with BAL and UP	8	54	432
Flat H on 26/F to 33/F, each with BAL	8	24	192
Flat A on 35/F to 43/F, each with BAL	9	30	270
Flat B on 35/F to 43/F, each with BAL and UP	9	45	405
Flat C on 35/F to 43/F, each with BAL and UP	9	79	711
Flat D on 35/F to 43/F, each with BAL and UP	9	54	486
Flat E on 35/F to 43/F, each with BAL and UP	9	36	324
Flat F on 35/F to 43/F, each with BAL and UP	9	72	648
Flat G on 35/F to 43/F, each with BAL and UP	9	54	486
Flat H on 35/F to 43/F, each with BAL	9	24	216
Flat A on 45/F to 47/F, each with BAL	3	30	90
Flat B on 45/F to 47/F, each with BAL and UP	3	45	135
Flat C on 45/F to 47/F, each with BAL and UP	3	79	237
Flat D on 45/F to 47/F, each with BAL and UP	3	54	162
Flat E on 45/F to 47/F, each with BAL and UP	3	36	108
Flat F on 45/F to 47/F, each with BAL and UP	3	72	216
Flat G on 45/F to 47/F, each with BAL and UP	3	54	162
Flat H on 45/F to 47/F, each with BAL	3	24	72
Flat A on 48/F with BAL	1	30	30
Flat B on 48/F with BAL and UP	1	45	45
Flat C on 48/F with BAL and UP	1	79	79
Flat D on 48/F with BAL, UP and Roof	1	64	64
Flat E on 48/F with BAL, UP and Roof	1	46	46
Flat F on 48/F with BAL and UP	1	72	72
Flat G on 48/F with BAL and UP	1	54	54
Flat H on 48/F with BAL	1	24	24
Flat A on 49/F with Private Lift Lobby, UP, Flat Roof, Roof and Stairhood	1	176	176
Flat B on 49/F with BAL, UP, Flat Roof, Roof and Stairhood	1	157	157
		Sub-sub-total:	15,307
<u>Tower 3</u>			
Flat A on 5/F with Flat Roof	1	60	60
Flat B on 5/F with Flat Roof	1	45	45
Flat C on 5/F with UP and Flat Roof	1	86	86
Flat D on 5/F with Flat Roof	1	59	59
Flat E on 5/F with Flat Roof	1	30	30
Flat F on 5/F with Flat Roof	1	30	30
Flat G on 5/F with Flat Roof	1	30	30
Flat H on 5/F with Flat Roof	1	67	67
Flat J on 5/F with Flat Roof	1	49	49

Flat A on 6/F to 12/F, each with BAL and UP	7	63	441
Flat B on 6/F to 12/F, each with BAL and UP	7	48	336
Flat C on 6/F to 12/F, each with BAL and UP	7	88	616
Flat D on 6/F to 12/F, each with BAL and UP	7	63	441
Flat E on 6/F to 12/F, each with BAL and UP	7	32	224
Flat F on 6/F to 12/F, each with BAL and UP	7	32	224
Flat G on 6/F to 12/F, each with BAL and UP	7	32	224
Flat H on 6/F to 12/F, each with BAL and UP	7	70	490
Flat J on 6/F to 12/F, each with BAL and UP	7	51	357
Flat A on 15/F to 23/F, each with BAL and UP	9	63	567
Flat B on 15/F to 23/F, each with BAL and UP	9	48	432
Flat C on 15/F to 23/F, each with BAL and UP	9	88	792
Flat D on 15/F to 23/F, each with BAL and UP	9	63	567
Flat E on 15/F to 23/F, each with BAL and UP	9	32	288
Flat F on 15/F to 23/F, each with BAL and UP	9	32	288
Flat G on 15/F to 23/F, each with BAL and UP	9	32	288
Flat H on 15/F to 23/F, each with BAL and UP	9	70	630
Flat J on 15/F to 23/F, each with BAL and UP	9	51	459
Flat A on 26/F to 33/F, each with BAL and UP	8	63	504
Flat B on 26/F to 33/F, each with BAL and UP	8	48	384
Flat C on 26/F to 33/F, each with BAL and UP	8	88	704
Flat D on 26/F to 33/F, each with BAL and UP	8	63	504
Flat E on 26/F to 33/F, each with BAL and UP	8	32	256
Flat F on 26/F to 33/F, each with BAL and UP	8	32	256
Flat G on 26/F to 33/F, each with BAL and UP	8	32	256
Flat H on 26/F to 33/F, each with BAL and UP	8	70	560
Flat J on 26/F to 33/F, each with BAL and UP	8	51	408
Flat A on 35/F to 43/F, each with BAL and UP	9	63	567
Flat B on 35/F to 43/F, each with BAL and UP	9	48	432
Flat C on 35/F to 43/F, each with BAL and UP	9	88	792
Flat D on 35/F to 43/F, each with BAL and UP	9	63	567
Flat E on 35/F to 43/F, each with BAL and UP	9	32	288
Flat F on 35/F to 43/F, each with BAL and UP	9	32	288
Flat G on 35/F to 43/F, each with BAL and UP	9	32	288
Flat H on 35/F to 43/F, each with BAL and UP	9	70	630
Flat J on 35/F to 43/F, each with BAL and UP	9	51	459
Flat A on 45/F to 49/F, each with BAL and UP	5	63	315
Flat B on 45/F to 49/F, each with BAL and UP	5	48	240
Flat C on 45/F to 49/F, each with BAL and UP	5	88	440
Flat D on 45/F to 49/F, each with BAL and UP	5	63	315
Flat E on 45/F to 49/F, each with BAL and UP	5	32	160
Flat F on 45/F to 49/F, each with BAL and UP	5	32	160
Flat G on 45/F to 49/F, each with BAL and UP	5	32	160
Flat H on 45/F to 49/F, each with BAL and UP	5	70	350
Flat J on 45/F to 49/F, each with BAL and UP	5	51	255
Flat C on 50/F with BAL, UP and Flat Roof	1	88	88
Flat D on 50/F with BAL and UP	1	32	32
Flat E on 50/F with BAL and UP	1	99	99
Flat F on 50/F with BAL and UP	1	51	51

Flat C on 51/F with BAL, UP and Roof	1	97	97
Flat D on 51/F with BAL, UP and Roof	1	42	42
Flat E on 51/F with BAL, UP and Roof	1	109	109
Flat F on 51/F with BAL, UP and Roof	1	61	61
Flat A on 50/F and 51/F (Duplex) with Flat Roof, Roof and Stairhood	1	203	203
Flat B on 50/F and 51/F (Duplex) with BAL, Flat Roof, Roof and Stairhood	1	171	171
		Sub-sub-total:	19,611
<u>Tower 5</u>			
Flat A on 5/F with Flat Roof	1	60	60
Flat B on 5/F with Flat Roof	1	45	45
Flat C on 5/F with UP and Flat Roof	1	86	86
Flat D on 5/F with UP and Flat Roof	1	61	61
Flat E on 5/F with Flat Roof	1	30	30
Flat F on 5/F with Flat Roof	1	30	30
Flat G on 5/F with Flat Roof	1	30	30
Flat H on 5/F with Flat Roof	1	47	47
Flat J on 5/F with Flat Roof	1	49	49
Flat A on 6/F to 12/F, each with BAL and UP	7	63	441
Flat B on 6/F to 12/F, each with UP	7	46	322
Flat C on 6/F to 12/F, each with BAL and UP	7	88	616
Flat D on 6/F to 12/F, each with BAL and UP	7	63	441
Flat E on 6/F to 12/F, each with BAL and UP	7	32	224
Flat F on 6/F to 12/F, each with BAL and UP	7	32	224
Flat G on 6/F to 12/F, each with BAL and UP	7	32	224
Flat H on 6/F to 12/F, each with BAL and UP	7	49	343
Flat J on 6/F to 12/F, each with BAL and UP	7	51	357
Flat A on 15/F to 23/F, each with BAL and UP	9	63	567
Flat B on 15/F to 23/F, each with UP	9	46	414
Flat C on 15/F to 23/F, each with BAL and UP	9	88	792
Flat D on 15/F to 23/F, each with BAL and UP	9	63	567
Flat E on 15/F to 23/F, each with BAL and UP	9	32	288
Flat F on 15/F to 23/F, each with BAL and UP	9	32	288
Flat G on 15/F to 23/F, each with BAL and UP	9	32	288
Flat H on 15/F to 23/F, each with BAL and UP	9	49	441
Flat J on 15/F to 23/F, each with BAL and UP	9	51	459
Flat A on 26/F to 33/F, each with BAL and UP	8	63	504
Flat B on 26/F to 33/F, each with UP	8	46	368
Flat C on 26/F to 33/F, each with BAL and UP	8	88	704
Flat D on 26/F to 33/F, each with BAL and UP	8	63	504
Flat E on 26/F to 33/F, each with BAL and UP	8	32	256
Flat F on 26/F to 33/F, each with BAL and UP	8	32	256
Flat G on 26/F to 33/F, each with BAL and UP	8	32	256
Flat H on 26/F to 33/F, each with BAL and UP	8	49	392
Flat J on 26/F to 33/F, each with BAL and UP	8	51	408

Flat A on 35/F to 43/F, each with BAL and UP	9	63	567
Flat B on 35/F to 43/F, each with UP	9	46	414
Flat C on 35/F to 43/F, each with BAL and UP	9	88	792
Flat D on 35/F to 43/F, each with BAL and UP	9	63	567
Flat E on 35/F to 43/F, each with BAL and UP	9	32	288
Flat F on 35/F to 43/F, each with BAL and UP	9	32	288
Flat G on 35/F to 43/F, each with BAL and UP	9	32	288
Flat H on 35/F to 43/F, each with BAL and UP	9	49	441
Flat J on 35/F to 43/F, each with BAL and UP	9	51	459
Flat A on 45/F to 49/F, each with BAL and UP	5	63	315
Flat B on 45/F to 49/F, each with UP	5	46	230
Flat C on 45/F to 49/F, each with BAL and UP	5	88	440
Flat D on 45/F to 49/F, each with BAL and UP	5	63	315
Flat E on 45/F to 49/F, each with BAL and UP	5	32	160
Flat F on 45/F to 49/F, each with BAL and UP	5	32	160
Flat G on 45/F to 49/F, each with BAL and UP	5	32	160
Flat H on 45/F to 49/F, each with BAL and UP	5	49	245
Flat J on 45/F to 49/F, each with BAL and UP	5	51	255
Flat C on 50/F with BAL and UP	1	63	63
Flat D on 50/F with BAL and UP	1	32	32
Flat E on 50/F with BAL and UP	1	106	106
Flat F on 50/F with BAL and UP	1	51	51
Flat C on 51/F with BAL, UP and Roof	1	73	73
Flat D on 51/F with BAL, UP and Roof	1	42	42
Flat E on 51/F with BAL, UP and Roof	1	116	116
Flat F on 51/F with BAL, UP and Roof	1	61	61
Flat A on 50/F and 51/F (Duplex) with BAL, Flat Roof, Roof and Stairhood	1	205	205
Flat B on 50/F and 51/F (Duplex) with BAL, Flat Roof, Roof and Stairhood	1	164	164
		Sub-sub-total:	18,679
		Sub-total of (B):	67,251

	Total No. of Undivided Shares
(C) Commercial Development	8,617
Sub-total of (C):	8,617

		Total No. of Undivided Shares
(D) G/F Shop		50
	Sub-total of (D):	50

		Total No. of Undivided Shares
(E) Kindergarten and Spaces		
Kindergarten		1,088
Kindergarten Lay-Bys		118
Kindergarten Parking Space		5
Kindergarten Lay-Bys Maneuvering Spaces		630
	Sub-total of (E):	1,841

(F) Residential Car Parking Spaces	No. of Spaces	No. of Undivided Shares per Unit	Total No. of Undivided Shares
(i) Residential Parking Spaces			
Nos. CP-001 to CP-010, and CP-012 to CP-197 on Basement Floor	196	5	980
		Sub-sub-total:	980
(ii) Residential Motor Cycle Parking Spaces			
Nos. M-01 to M-20 on Basement Floor	20	1	20
		Sub-sub-total:	20
		Sub-total of (F):	1,000

		Total No. of Undivided Shares
(G) Commercial Car Park		1,880
	Sub-total of (G):	1,880

	Total No. of Undivided Shares
(H) Common Areas and Facilities	447
Sub-total of (H):	447
Total : (A) + (B) + (C) + (D) + (E) + (F) + (G) + (H) =	86,686

Notes: BAL = balcony
UP = utility platform
25/F in Tower 1, Tower 2, Tower 3 and Tower 5 are refuge floors
There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F
In the numbering of Towers, Tower 4 is omitted

THE SECOND SCHEDULE ABOVE REFERRED TO

(Benefits and burdens held with Undivided Shares)

PART A : EASEMENTS RIGHTS AND PRIVILEGES HELD WITH EACH UNIT

1. The Owner of each Undivided Share (excluding the Undivided Shares allocated to the Common Areas and Facilities) together with the full and exclusive right to hold use occupy and enjoy his Unit shall subject to the provisions and restrictions contained in the Government Grant, this Deed, the Sub-Deed (if any) and the Estate Rules have the benefit of the following easements, rights and privileges:-

(a) Right of way to use the Estate Common Areas and Facilities

Full right and liberty 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 such of the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit;

(b) Right of escape to and through Common Areas

The right of escape to and through Common Areas of any kind or description in the event of fire or emergency for the Owner for the time being, his tenants, servants, agents, lawful occupants, licensees and bona fide visitors;

(c) Right of support and shelter

The right to subjacent and lateral support and to shelter and protection from the other parts of the Estate;

(d) Right to passage of water etc.

The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his Unit through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through his Unit or the Lot or the Estate or any part or parts thereof for the proper use and enjoyment of his Unit;

(e) Right of entry to other parts of Lot and Estate to repair

The right for any Owner with or without workmen plant equipment and materials at all reasonable times upon prior reasonable notice (except in the

case of emergency) to enter upon other parts of the Lot and the Estate (save and except the Government Accommodation) for the purpose of carrying out any works for the maintenance and repair of his Unit (such work not being the responsibility of the Manager under this Deed and any Sub-Deed(s) and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby; and

(f) Right to easements etc.

The right of access to and egress from the public road and common carriageway (except prohibited zones) forming parts of the Government Accommodation for the passage of motor vehicles and all other easements, rights and privileges belonging or appertaining to the Lot and the Estate or part thereof.

2. In addition to the above easements, rights and privileges the Owner of each Residential Unit shall have the full right and liberty subject to payment his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed (if any) and the Estate Rules) for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right):-

(a) to go pass or repass over and along and to use the Residential Common Areas and Facilities and the Residential and Residential Car Park Common Areas and 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, and

(b) to place and install air-conditioning units at the air-conditioning platform(s), if any and if the same forms part of the Residential Common Areas, adjoining his Residential Unit or such other area(s), if any, as may be designated for that purpose notwithstanding that all such platforms, if any, or such other area(s), if any, as may be designated for that purpose form part of the Residential Common Areas.

Provided That Owners of the Residential Units, their lessees, tenants, servants, agents, lawful occupants, licensees and visitors shall have no right to go pass or repass over and along and/or to use the flat roofs and/or those portions thereof of the Estate forming part of the Residential Common Areas and which do not form part of a Residential Unit, it being agreed that only the Manager shall have access to such flat roofs and/or portions thereof in the performance of any duty or in the exercise of any power under this Deed

Provided that the exercise of the Manager's right of access to such flat roofs and/or portions thereof through the Residential Units may only be exercised in case of emergency or at all reasonable times on reasonable notice to the Owner and Occupier of the Residential Units concerned (except in case of emergency), causing as little disturbance as is reasonably practicable and making good any damage caused by the exercise of such right of access through the Residential Units concerned.

3. In addition to the above easements, rights and privileges the Owner of each Residential Car Parking Space shall have the full right and liberty subject to payment of his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed (if any) and the Estate Rules) for the Owner for the time being, his lessees, tenants, servants, agents, lawful occupants, licensees and bona fide visitors (in common with all persons having the like right) to:-

   (a) go pass or repass over and along and to use the Residential Car Park Common Areas and Facilities and the Residential and Residential Car Park Common Areas and Facilities for the purposes for which they are designed; and

   (b) install, maintain, repair and replace at his own cost and expense an electric meter and such associated facilities within the electric meter room of the Common Areas and to lay and/or maintain, repair and replace such wires, cables, base box, control box, protective and security devices within the Common Areas at such locations and in such manner to be approved by the Manager for the purposes of or in connection with the proper use and enjoyment and operation of the Residential Non-Common EV Facilities serving his Residential Car Parking Spaces exclusively 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.

4. In addition to the above easements, rights and privileges the Owner(s) for the time being of the Commercial Development or any part thereof shall have the full right and liberty subject to payment his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed (if any) and the Estate Rules), its servants, agents, contractors, workmen, licensees (in common with all persons having the like right) to:-

(a) from time to time with all necessary equipment, plant, materials and machinery to go pass or repass with vehicles or on foot with or without trolleys over and along and to use the Residential and Residential Car Park Common Areas and Facilities under the direction of the Manager for the purposes of gaining access to and from all that strip of the external walls at the transfer plate which forms part of the Commercial Development and to enter the Residential and Residential Car Park Common Areas and Facilities for the purposes of building, rebuilding, laying, inspecting, examining, repairing, altering, renewing, replacing, maintaining, cleaning, painting or decorating such strip of external walls or any apparatus or equipment or structure installed erected or affixed thereon or any wires or cables thereof (including but not limited to the connections and supports to any pedestrian footbridge and/or pedestrian walkway) including without limitation, the right to use the Residential and Residential Car Park Common Areas and Facilities under the direction of the Manager for operation of cranes trucks or vehicles of the like; and

(b) for the purpose of carrying out the building, rebuilding, laying, inspecting, examining, repairing, altering, renewing, replacing, maintaining, cleaning, painting or decorating works to have the cladding on the external walls at the transfer plate of Tower 2 of the Residential Development forming part of the Residential Common Areas and Facilities be temporarily removed Provided That such Owner(s), its servants, agents, contractors, workmen, licensees shall cause the building, rebuilding, laying, inspecting, examining, repairing, altering, renewing, replacing, maintaining, cleaning, painting or decorating works to be completed within a reasonable time Provided Further That the costs of removal and reinstatement of the cladding arising from the exercise of the easements, rights and privileges herein shall be borne by such Owner(s), its servants, agents, contractors, workmen, licensees.

5. In addition to the above easements, rights and privileges the Owner of the G/F Shop, its lessees, tenants, servants, agents, contractors, lawful occupants, licensees, users and bona fide visitors with or without tools, equipment, apparatus, plant and materials (in common with all persons having the like right) shall have the full right and liberty subject to payment of his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed (if any) and the Estate Rules) to go pass or repass over and along, on foot or by wheelchair the Commercial Development (Right of Way) Area without vehicles for the purpose of access to and egress from the G/F Shop 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.

6. In addition to the above easements, rights and privileges the Owner of the Kindergarten and Spaces, its lessees, tenants, servants, agents, contractors, lawful occupants, licensees, users, students and bona fide visitors (in common with all persons having the like right) shall have the full right and liberty subject to payment of his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed (if any) and the Estate Rules) to go pass or repass over and along:-

(a) with vehicles, such portions of the ramps and driveways of the Commercial Car Park; and

(b) on foot or by wheelchair only, such parts of the Commercial Car Park;

in each of the above cases, as may be designated from time to time and subject to the reasonable conditions as may be imposed by the Owner of the Commercial Car Park so long as the First Owner or a single Owner remains or is the sole Owner of the whole of the Commercial Car Park or under the direction of the Manager upon execution of a Sub-Deed in respect of the Commercial Car Park for the purpose of access to and from the Kindergarten Parking Space 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.

7. In addition to the above easements, rights and privileges the Owner of the Kindergarten and Spaces, its lessees, tenants, servants, agents, contractors, lawful occupants, licensees, users, students and bona fide visitors (in common with all persons having the like right) shall have the full right and liberty subject to payment of the his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed (if any) and the Estate Rules) to use the lift lobbies on the basement floor and the ground floor and the passenger lifts (which form parts of the Commercial Development) for the purposes for which they are designed for gaining access to and from the Kindergarten Parking Space subject to the reasonable conditions as may be imposed by the Owner of the Commercial Development so long as the First Owner or a single Owner remains or is the sole Owner of the whole of the Commercial Development or under the direction of the Manager upon execution of a Sub-Deed in respect of the Commercial Development 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.

8. In addition to the above easements, rights and privileges the Owner(s) for the time being of the Commercial Car Park or any part thereof, his lessees, tenants, servants, agents, lawful occupants, licensees, users and bona fide visitors (in common with all persons having the like right) shall have the full right and liberty subject to payment of the his due proportion of all payments payable pursuant to this Deed (but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed (if any) and the Estate Rules) to use the lift lobbies on the basement floor and the ground floor and the passenger lifts (which form parts of the Commercial Development) for the purposes for which they are designed for gaining access to and from the Commercial Car Park subject to the reasonable conditions as may be imposed by the Owner of the Commercial Development so long as the First Owner or a single Owner remains or is the sole Owner of the whole of the Commercial Development or under the direction of the Manager upon execution of a Sub-Deed in respect of the Commercial Development 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.

9. In addition to the above easements, rights and privileges the users of the Residential Parking Spaces for the Disabled marked No.C-20 shall have the full right and liberty subject to payment of the prescribed fees (if any) (but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed (if any) and the Estate Rules) (in common with all persons having the like right) to go pass or repass over and along:-

(a) with vehicles, such portions of the ramps and driveways of the Commercial Car Park; and

(b) on foot or by wheelchair only, such parts of the Commercial Car Park;

in each of the above cases, as may be designated from time to time and subject to the reasonable conditions as may be imposed by the Owner of the Commercial Car Park so long as the First Owner or a single Owner remains or is the sole Owner of the whole of the Commercial Car Park or under the direction of the Manager upon execution of a Sub-Deed in respect of the Commercial Car Park for the purpose of access to and from the Residential Parking Spaces for the Disabled marked No.C-20 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.

10. In addition to the above easements, rights and privileges the users of the Residential Parking Spaces for the Disabled marked C-20 (in common with all persons having the

like right) shall have the full right and liberty subject to payment of the prescribed fees (if any) (but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed (if any) and the Estate Rules) to use the lift lobbies on the basement floor and the ground floor and the passenger lifts (which form parts of the Commercial Development) for the purposes for which they are designed subject to the reasonable conditions as may be imposed by the Owner of the Commercial Development so long as the First Owner or a single Owner remains or is the sole Owner of the whole of the Commercial Development or under the direction of the Manager upon execution of a Sub-Deed in respect of the Commercial Development 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.

11. In addition to the above easements, rights and privileges the users of the Visitors' Parking Spaces and the Residential Parking Spaces for the Disabled (other than the Residential Parking Spaces for the Disabled marked No.C-20) shall have the full right and liberty subject to payment of the prescribed fees (if any) (but subject always to the provisions of the Government Grant, this Deed, the Sub-Deed (if any) and the Estate Rules) for the users of the said spaces (in common with all persons having the like right) to go pass or repass over and along:-

(a) with vehicles, such portions of the ramps and driveways of the Residential Car Park Common Areas and Facilities;

(b) with vehicles, such portions of the ramps and driveways of the Residential and Residential Car Park Common Areas and Facilities; and

(c) on foot or by wheelchair only, such parts of the Residential Car Park Common Areas and Facilities;

in each of the above cases, as the Manager may designate from time to time for the purpose of access to and from the Visitors' Parking Spaces and the Residential Parking Spaces for the Disabled (other than the Residential Parking Spaces for the Disabled marked No.C-20) provided that in exercising such right of use no person shall interfere with or permit or suffer to be interfered with the general facilities, amenities, equipment or services.

12. Upon the assignment or delivery of vacant possession of the Government Accommodation by the First Owner in accordance with the Government Grant, whichever is the earlier, in addition to the above easements, rights and privileges:-

(a) F.S.I. or the Government shall have the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part

thereof without having to obtain the approval or consent of any Owner or the Manager.

(b) F.S.I. or the Government shall have the right to permit such persons as the Government may from time to time approve to use the Government Accommodation.

(c) F.S.I., its lessees, tenants, licensees and persons authorised by it and Owner and Occupier for the time being of the Government Accommodation or any part thereof shall have the benefit of the following rights privileges and easements:-

(i) the right at all times of shelter, support and protection for all parts of the Government Accommodation;

(ii) the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or hereafter laid on or running through any part of the Lot and any part of the Estate;

(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 First Owner or any other Owner or the Manager and without having to obtain the approval or consent of the First Owner or any other Owner or the Manager provided that proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the Lot and serving all those parts of the Estate other than the Government Accommodation;

(iv) the right to go pass and repass over and along and to use any Common Areas in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of any Common Facilities;

(v) the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the Lot or any part of the Estate

for the purposes of extending or carrying out maintenance, repair, addition, alteration and other works to the Government Accommodation or any part thereof and maintenance, repair, alteration, diversion, variation, relaying, reinstatement and other works to the Government Accommodation Services or any part thereof;

(vi) the free and uninterrupted rights of way to and from the Government Accommodation;

(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 F.S.I. shall deem fit and the right of access over the Lot or any part of the Estate 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 Estate with or without servants, workmen and others and with or without plant, equipment, machinery and material; and

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

13. All the above easements, rights and privileges shall be held and enjoyed subject to the provisions of the Government Grant, this Deed, the Sub-Deed (if any) and to the Estate Rules and to the rights, easements and privileges of F.S.I. and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to F.S.I. in the Government Grant and this Deed Provided that the exercise of the easements, rights and privileges hereby reserved to F.S.I., its lessees, tenants, licensees and

persons authorised by it and the Owner and Occupier for the time being of the Government Accommodation and the Government shall not be subject to any permission, approval or consent of the Manager.

14. It is expressly provided that the Owners shall have no right to enter upon any part of the Lot or the Estate save as expressly herein provided.

PART B : EASEMENTS RIGHTS AND PRIVILEGES TO WHICH EACH UNIT IS SUBJECT

The following are the easements, rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his Unit is held:-

(a) Government's right under Government Grant

The full rights and privileges of the Government specifically excepted and reserved in the Government Grant;

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

(i) The full right and privilege of the Manager at all reasonable times upon prior notice (except in the case of emergency) for the purposes of rebuilding, repairing, renewing, cleansing, painting, decorating, inspecting, examining or maintaining the Lot or the Estate or any part or parts thereof or any of the Common Areas and Facilities or any other apparatus and equipment used or installed for the benefit of the Lot or the Estate or any part or parts thereof, with or without agents, surveyors, workmen and others to enter into and upon his Unit (excluding the Government Accommodation) causing as little disturbance as possible and forthwith making good at the Manager's own costs and expenses any damage caused thereby but without incurring any liabilities whatsoever Provided that the Manager shall be liable for the negligent, wilful or criminal acts of the Manager, its employees, agents, contractors and workmen and without prejudice to the generality of the foregoing, the Manager shall have the right from time to time to install and remove anchors and other provisions at the building perimeter of the private flat roof or private roof forming part of a Residential Unit for operation of the Building Maintenance Unit which shall be entitled to pass through and/or rest on private flat roof or private roof forming part of a Residential Unit and the Owner(s) of such Residential Unit shall not do or suffer to be done on such private flat roof or private roof anything which may cause obstruction to the resting of the Building Maintenance Unit on the private flat roof or private roof;

(ii) The full right and privilege of the Manager upon obtaining prior approval of F.S.I. (except in case of emergency) with or without agents, surveyors, workmen and others to enter into and upon the Government Accommodation for the purposes of maintaining and repairing the Lot or the Estate or any part or parts thereof or any of the Common Areas and Facilities provided that the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation;

(c) Mini Transport Interchange Reserved Area

The right and privilege of the Government, its lessees, tenants, licensees and occupiers ("the Successors In Title") for the time being of the Mini Transport Interchange Reserved Area or any part thereof:-

(i) The rights of support and occupation over the Lot at such positions, in such manner, with such materials and to such standards, levels, alignment and design as may be determined by the Director of Lands for the construction and maintenance of all supporting structures and connections to the mini transport interchange constructed or to be constructed within the Mini Transport Interchange Reserved Area, and the Owners shall ensure that no structure or building within the Lot will obstruct, interfere with or prejudice the construction or maintenance of any supporting structures or connections to the mini transport interchange.

(ii) The rights of shelter support and protection from the Lot for such parts of the Mini Transport Interchange Reserved Area as required, and such rights of shelter support and protection over the Lot shall be as decided by the Director of Lands whose decision shall be final and binding on the Owners.

(iii) The right to enter upon the Lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the mini transport interchange and the structures and installations supporting or appurtenant to the mini transport interchange.

(iv) The rights of such easements, and rights of way through and over the Lot and the Estate to and from the Mini Transport Interchange Reserved Area and any part or parts thereof and the structures and installation supporting or appurtenant to the Mini Transport Interchange Reserved Area as decided by the Director of Lands whose decision shall be final and binding on the Owners.

(v) The right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the Mini Transport Interchange Reserved Area and any part or parts thereof through any gutter, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the Lot or the Estate.

(d) Right of escape to and through Commercial Development

The right of escape for the Owner of each Undivided Share (excluding the Undivided Shares allocated to the Common Areas and Facilities) for the time being, his tenants, servants, agents, lawful occupants, licensees and bona fide visitors to and through the Commercial Development at such route(s) as may be designated or re-designated by the Owner(s) of the Commercial Development from time to time at its/their absolute discretion in the event of fire or emergency.

(e) Right of the Public

The right for all the members of the public at all times during 24 hours a day for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Pedestrian Walkway Provided that the Pedestrian Walkway or any part(s) thereof may be closed for maintenance and/or repair for such period subject to the approval in writing by the Director of Lands.

(f) Other Rights

Easements, rights and privileges equivalent to those set forth in Sub-clauses 1(b), (c), (d), (e) and (f) and Clause 12 of Part A of this Second Schedule and as reserved unto the First Owner, the Manager and F.S.I. under this Deed.

THE THIRD SCHEDULE ABOVE REFERRED TO

1. No Owner shall make any structural alteration to any part of the Estate which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Lot or the Estate by other Owners Provided That any Owner who has obtained prior consent or approval from the Buildings Department or other competent Government authority or authorities as to such structural alteration (if required) shall not be considered to have breached the provision of this Clause Provided Further That no such alteration shall interfere with or affect the rights of other Owners.

2. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Grant or whereby any insurance on the Lot or the Estate 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. For the avoidance of doubt, F.S.I. as Owner of the Government Accommodation shall be exempt from paying, or contributing to, insurance premium.

3. Subject to the rights reserved to the First Owner under this Deed, no Owner shall do or permit or suffer to be done by his lessees, 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 Lot or the Estate at any time in the course of construction and the carrying out of works in any part of the Lot or the Estate by virtue of such reserved rights and/or the management and the maintenance of the Lot and the Estate.

4. No Owner shall use or permit or suffer his Unit 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 Lot and the Estate and/or any neighbouring premises.

5. No Owner shall use or permit or suffer his Unit to be used except in accordance with the Government Grant, this Deed, any Sub-Deed and any Ordinances and regulations from time to time applicable thereto.

6. 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 or of any

Sub-Deed) nor shall any refuse or other matter or thing 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 Lot and the Estate Provided that the placing of air-conditioning units on the air-conditioning platforms adjoining each Residential Unit or such other area(s) as may be designated for that purpose shall not be a breach of this Clause notwithstanding that such air-conditioning platforms or such other area(s) as may be designated for that purpose are part of the Residential Common Areas.

7. No Owner shall cut, maim, alter, affix, interfere with, damage or in any other way affect or permit or suffer to be cut, maimed, altered, affixed, interfered with, damaged or in any other way affected any part of the Common Areas and Facilities.

8. No clothing or laundry shall be hung on any flat roofs or roofs or outside any of the Towers and/or the Estate or any part thereof (other than in the spaces specifically provided therefor) or in the Common Areas and Facilities.

9. No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Lot and the Estate may be clogged or efficient working thereof may be impaired or the supply of water, electricity or gas shall be affected or likely to be affected and every Owner shall pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision.

10. No air-conditioning or other units shall without the prior written consent of the Manager be installed through any windows or external walls of the Estate other than at places designated by the First Owner for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Lot or the Estate. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his Unit in good repair and condition.

11. No Owner shall use or cause or permit his Unit to be used for industrial or godown purposes or for the purpose of pawn shop, mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Ta Chai" or any similar ceremony or as a boarding house, guest house or for any noisy or offensive trade or business.

12. No Owner shall make or cause or permit any disturbing noise in his Unit or do or cause or permit or suffer anything to be done which will interfere with the rights, comfort, and convenience of other occupants of the Estate Provided That nothing in this Clause shall be construed as prohibiting the conduct of business consistent with

the permitted user of his Unit in the Commercial Development and the permitted user of the G/F Shop, the Government Accommodation and the Kindergarten and Spaces.

13. No Owner (save and except the First Owner) of a Unit shall be entitled to connect any installation to the communal television and radio aerial system installed by the First Owner or the Manager in or for the Estate or any part or parts thereof except with the prior written permission of the Manager and in accordance with any Estate Rules relating to the same. No Owner of a Residential Unit shall affix or install his own private aerial outside any part of the Towers and/or the Estate.

14. Subject to the rights reserved to the First Owner under this Deed, no external placards, posters, signs, signboards, notices, advertisements, flags, banners, poles, cages, shades or other projections or structures whatsoever extending outside the exterior of the Towers shall be erected, installed or otherwise affixed to or exhibited on or projected from any of the Towers except with the prior written approval of the Manager and (if required) the Director of Lands in accordance with the Government Grant.

15. Subject to the right of the First Owner to design the first external appearance of the Estate upon construction thereof and Clause 12 of Part A of Second Schedule, no Owner (except the Owner of the Government Accommodation pursuant to Clause 12 of Part A of Second Schedule) shall paint the outside of the Estate or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Estate without the prior consent in writing of the Manager or the First Owner and in particular, subject to Clause 12(c)(vii) of Part A of Second Schedule, no external shades, awnings, fences, metal grilles, partitions or any other structure or thing either of a permanent or temporary nature shall be painted, placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in or about or on or at any part of the external walls or flat roofs or roofs or upper roofs or top roofs of the Towers or the walls facing the exterior but situate within the flat roof, roof, balcony and/or utility platform of his Residential Unit, and no alteration or change in appearance shall be made to the claddings affixed to the glass balustrades, metal balustrades or railing of the flat roofs, roofs, balconies or utility platforms.

For the avoidance of doubt, the erecting, affixing, installing or displaying of any advertising sign (whether illuminated or not) in, at, on or within any part(s) of the Commercial Development or any Unit thereof, the G/F Shop, the Kindergarten which is visible from the outside of such Units shall not constitute a breach of this Clause Provided That such advertising sign shall relate to or be in connection with the lawful business of such Units.

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

17. No Owner shall permit the playing of mahjong in any Residential Unit between 11 p.m. and 9 a.m. if any noise so created will be audible from outside his Residential Unit so as to cause disturbance to the Owners or Occupiers of any other part of the Estate.

18. (a) No Owner shall bring on to or keep or harbour any dogs, cats, pets, livestock, live poultry, fowls, birds or animals on any part of the Estate (save and except the Government Accommodation) 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 his Residential Unit as pets unless the same has been the cause of reasonable complaint by the different Owners or Occupiers of at least three Units, the reasonableness of the complaint shall be determined by the Manager in its absolute discretion, (ii) trained guide dogs on leash for the blind may be brought into any part of the Estate whilst guiding any person with disability in vision; (iii) dogs, cats, pets, fowls, birds and other animals may be kept in any part of the Commercial Development and the G/F Shop operating as a veterinary clinic or a pet shop; and (iv) there may be kept such livestock, live poultry or animals in such reasonable quantities and of such type as are appropriate in relation to the business of any restaurant operating in the Commercial Development.

(b) 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, (ii) on leash and wearing mouth strap; (iii) microchipped and vaccinated; and (iv) licensed by the Agriculture, Fisheries and Conservation Department.

(c) No Owner shall allow or permit or suffer to be allowed any dog, domestic animal or other pets to urinate and defecate on any part of the Estate other than such part(s) of the Common Areas as may be designated by the Manager for that purpose and the Residential Unit owned by him.

(d) Notwithstanding anything contained in Sub-clause (a) and (b) above, in no event shall domestic animal or other pets be permitted in the Club House and any playground other than the Dog/Pet Garden.

19. Not to allow children, save with the licence of the Manager, to play in the Common Areas and Facilities (save and except in the Recreational Areas and Facilities but with due care and supervision) particularly lifts and any damage to or discolouration to

decorations in such areas or lifts 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 and other water apparatus in the Estate 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 or made good by the Owner or Occupier at his own expense in whose Unit it shall have been caused.

21. 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 and not to use the lifts of the Estate for carrying and transporting any goods or articles whatsoever which in the opinion of the Manager adversely affect the normal functioning of the lifts. For the avoidance of doubt, the parking of bicycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees in the Bicycle Parking Spaces with the permission of the Manager shall not be a breach of this Clause.

22. No Owner (save and except the Owner of the Government Accommodation) 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 (save and except the Owner of the Government Accommodation) 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) or any amendments thereto.

23. No Owner (save and except the Owner of the Government Accommodation) shall make any alteration to or interfere with any fire fighting equipment or suffer to be done anything to such equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder.

24. No Owner of a Residential Unit without the prior written consent of the Manager first having been obtained shall lock the doors or entrances of any flat roofs or roofs of his Residential Unit having access to any part of the Common Areas and Facilities which shall at all times remain open and unobstructed. In case the access is being obstructed the Manager shall have the power to restore the access to such condition so as to comply with the regulations of the Fire Services Department or other relevant Government regulations at the expense of the Owner in default.

25. No Owner of a Unit shall perform installation or repair works to the electrical wiring from the switch rooms forming part of the Common Areas and Facilities to any part or parts of the Estate 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 and in such manner as the Manager shall in its absolute discretion think fit Provided that F.S.I. as Owner of the Government Accommodation shall be exempt from using the Manager's nominated maintenance or service contractors.

26. No Owner or its agents licensees or contractors shall place on any part of the floors of the Estate any 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 make good any damage caused thereby to that part of the Estate or any fixtures and fittings therein Provided that the making good of such damage as aforesaid shall be without prejudice to any further right competent to the Manager exercisable by virtue of such breach.

27. Every Owner shall promptly pay and discharge all existing and future Government rent (unless the same forms part of the Management Expenses pursuant to the provisions of this Deed or any Sub-Deed), taxes, rates, assessments and outgoings payable in respect of his Unit and to indemnify the other Owners from and against all liability thereof Provided that the Owner of the Government Accommodation shall not be required to indemnify the other Owners from and against all liability thereof.

28. Subject to the provisions of this Deed, each Owner shall keep and maintain his Unit and all wirings and pipings thereto which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances thereto in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or Occupiers of any other part or parts of the Lot and the Estate. Subject as aforesaid the expenses of keeping in good and substantial repair and condition the interior of any Unit and all the fixtures and fittings and all plumbings therein or appertaining thereto and all the windows and doors thereof shall be borne by the Owner of such Unit.

29. Each Owner shall observe and comply with all Ordinances, regulations, by-laws and rules for the time being in force in Hong Kong and governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and the protection of the environment.

30. Residential Units shall not be used or suffered to be used for any purpose other than for private residential purpose and in particular shall not be used as a boarding house, apartment house or for any form of commercial letting or occupancy in bed spaces or cubicles SAVE AND EXCEPT that the First Owner may use any such Residential Units owned by it as show flats for such period or periods as it shall in its discretion consider appropriate.

31. No Owner shall without the prior written consent of the Manager and the competent Government authority or authorities (if required) erect or place or cause or permit to be erected or placed any advertising signs or other structures on the roof or upper roof or top roof of the Towers and the Manager shall have the right to enter to remove anything erected or placed on such roof or upper roof or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.

32. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows or door or doors or entrance or entrances of any Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap. 95) or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Common Areas and Facilities.

33. 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 (except a small name plate outside the entrance door of such Residential Unit giving the Owner's or Occupier's name) without the previous written approval of the Manager and of the Director of Lands (if required under the Government Grant). 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.

34. 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.

35. 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.

36. No Owner shall exercise or attempt to exercise any statutory or common law right to partition the Lot or the Estate.

37. Every Owner shall observe and comply with the terms and conditions of the Government Grant and this Deed as long as he remain as an Owner of the Estate.

38. No Owner (including the First Owner) shall have the right to convert or designate as Common Areas and Facilities such part(s) of the Estate the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained and the conversion or designation shall not affect the proper use and enjoyment of the Government Accommodation. Neither the Owners (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his own use or for his own benefit.

39. No Owner shall without the prior written consent of the Manager and the competent Government authority or authorities (if required) erect or build or suffer to be erected or built on or upon the flat roofs or roofs forming part of a Residential Unit any walls, windows, gates, doors, curtains, external awnings, canopies, partitions, security bars, protection grilles or any other structures whatsoever either of a permanent or temporary nature so that the said flat roofs or roofs will be enclosed or partitioned either in whole or in part and where such installations have been approved in writing by the Manager the same shall be erected in accordance with designs approved by the Manager and shall be installed in accordance with the fixing instructions specified by the Manager and shall thereafter be maintained to such standard as may from time to time be laid down by the Manager provided that the Manager shall not grant the consent should the erection and/or building be in contravention of the Government Grant or any Ordinances or regulations of Hong Kong. The Manager shall have the right to enter and remove from such flat roofs or roofs such unauthorised structure or structures at the cost and expense of the defaulting Owner.

40. No Owner except the Owner having the exclusive right to use and occupy the flat roof or a specified part of the roof which forms part of his Residential Unit shall have the right to use the flat roof or that part of the roof except in the event of fire or emergency. The Owner and/or Occupier of the flat roof or that part of the roof shall ensure that the escape to and through the same shall not be in any way impeded or obstructed.

41. The Recreational Areas and Facilities shall only be used and enjoyed for recreational purposes by the residents of the Residential Development and their bona fide visitors and subject to the provisions of this Deed, any Sub-Deed, the Estate Rules and such rules as may from time to time be laid down by the Manager. Only those with residents' cards/permits or bona fide visitors accompanied by residents of the

Residential Development will be allowed to enter and use the Recreational Areas and Facilities.

42. No Owner including the First Owner shall have the right to convert the Common Areas and Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Owners' Committee. Any payment received for the granting of such approval shall be credited to the Special Fund.

43. No Owner shall carry out or permit or suffer to be carried out any building works involving the structure (including floor slabs) of the Estate or any part thereof except with the prior written approval of the Building Authority under the Buildings Ordinance (Cap. 123) and any other relevant Government authority, if such approval is required under the Buildings Ordinance or any bye-laws and regulations which are or may at any time be in force in Hong Kong. For the purpose of this Clause 43, the expression "building works" shall have the same meaning as defined in the Buildings Ordinance.

44. No Owners and Occupiers of any Residential Unit shall place any A/C units of such size which protrudes beyond the edges of the A/C platform or hood.

45. The Owners of those Residential Units that are enclosed with curtain wall structures shall be responsible for the maintenance, repair and replacement (if so required) of the openable parts and such pieces of glass panels of the curtain wall structures which form part of their respective Residential Units in accordance with the standards and requirements laid down by the Manager at all times and from time to time. The Owners shall also be responsible for the cleaning of the inside surface of the non-openable parts of the curtain wall structures (including the glass panels) facing their respective Residential Units regardless of whether such non-openable parts form part of the Residential Common Areas.

46. To observe and comply with Special Condition No.(5)(a)(iii) of the Government Grant with regard to the maintenance of the Green Area and the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in accordance with the Government Grant (until possession of the Green Area is re-delivered to the Government), save and except F.S.I. as Owner of the Government Accommodation shall not be responsible for the maintenance thereof or be required to bear the costs of such maintenance.

47. To observe and comply with Special Condition No.(5)(b)(iii) of the Government Grant with regard to the maintenance of the Green Stippled Black Area and the Green

Stippled Black Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in accordance with the Government Grant (until possession of the Green Stippled Black Area is re-delivered to the Government), save and except F.S.I. as Owner of the Government Accommodation shall not be responsible for the maintenance thereof or be required to bear the costs of such maintenance.

48. No Owner shall erect or permit or allow or suffer to be erected within the Drainage Reserve Area any structure or support for any structure pursuant to Special Condition No.(9)(a)(i) of the Government Grant or place within the Drainage Reserve Area any object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities pursuant to Special Condition No.(9)(c) of the Government Grant.

49. No Owner shall remove or interfere with the trees growing on the Lot or adjacent thereto without the prior written consent of the Director of Lands who may in granting consent impose such conditions as to transplanting, compensatory landscaping or replanting as the Director may deem appropriate.

50. The Owners (save and except F.S.I. as Owner of the Government Accommodation) shall keep and maintain the landscaped works, including the Greenery Area, provided pursuant to Special Condition No.(16)(c) of the Government Grant in accordance with Special Condition No.(16)(d) of the Government Grant.

51. No Owner shall do or suffer or permit to be done anything whereby the Items may be damaged and each Owner (save and except F.S.I. as Owner of the Government Accommodation) shall be responsible to remedy and indemnify the other Owners in respect of any breach of this Clause including a breach by the occupants of his Unit and their guests, visitors or invitees.

52. The Kindergarten Parking Space and the Kindergarten Lay-Bys shall only be used for such purposes in accordance with the Government Grant.

53. To observe and comply with Special Condition Nos.(38)(c) and (38)(e) of the Government Grant with regard to the maintenance of the pedestrian link as Covered Walkway and the Pedestrian Walkway in accordance with the Government Grant, save and except F.S.I. as Owner of the Government Accommodation shall not be responsible for the maintenance thereof or be required to bear the costs of such maintenance.

54. No Owner shall interrupt the use of the Pedestrian Walkway by the public which Pedestrian Walkway shall at all times be kept open for use by the public free of charge without interruption in accordance with Special Condition No.(38)(f) of the Government Grant Provided that the Pedestrian Walkway or any part(s) thereof may be closed for maintenance and/or repair for such period subject to the approval in writing by the Director of Lands.

55. The Owners acting by the Manager shall, at their own expense, be responsible for carrying out regular maintenance and regular monitoring of any prestressed ground anchors (if any) that are installed within the Lot throughout their service life to the satisfaction of the Director of Lands and supply to the Director of such reports and information on all such monitoring works as the Director of Lands may from time to time in his absolute discretion require in compliance with Special Condition No.(59) of the Government Grant, save and except F.S.I. as Owner of the Government Accommodation shall not be responsible for the maintenance or monitoring thereof or the supplying of such reports or information or be required to bear the costs of such maintenance or monitoring or the supplying of such reports or information.

56. To observe and comply with Special Condition No.(62)(b) of the Government Grant with regard to maintaining any section of the connection works which is constructed within Government land in connecting any drains and sewers from the Lot to the Government storm-water drains and sewers and upon possession of which is handed over to the Government for future maintenance to pay to the Government on demand the cost of the technical audit in respect of the said connection works, save and except F.S.I. as Owner of the Government Accommodation shall not be responsible for the maintenance thereof or the technical audit or be required to bear the costs of such maintenance or technical audit.

57. The Visitors' Parking Spaces and the Residential Parking Spaces for the Disabled shall only be used for such purposes in accordance with the Government Grant and without prejudice to the generality of the foregoing, all such spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

58. The Residential Loading and Unloading Spaces shall only be used for such purposes in accordance with the Government Grant.

59. Not to use or permit or suffer to be used any of the Residential Car Parking Spaces and any parking space in the Commercial Car Park for the storage, display or

exhibition of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

60. Not to permit or allow any motor vehicle or motor cycle parked in any parking space of which he is the Owner to deteriorate to a condition detrimental to the environmental appearance of the Estate.

61. No grave or columbarium shall be erected or made on the Lot nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise shall be interred therein or deposited thereon.

62. The change of locations and routes of vents and façade on the external walls of or forming part of the Commercial Development shall not be a breach of this Deed or any Sub-Deed.

63. No Owner shall change or replace the railings and/or glass/metal balustrades of the balcony and/or the utility platform and/or the flat roof and/or the roof and the window panes of his Residential Unit save and except in accordance with the standards laid down by the Manager.

64. The Greenery Area shall not be used for any other purpose without the prior consent of the Building Authority (as defined in the Buildings Ordinance).

65. Prior to the carrying out of any fitting out or decoration works ("the Fitting Out Works") by an Owner of the private lift lobby forming part of a Residential Unit which may change or alter the appearance of the lift doors facing the private lift lobby and/or the appearance of the door installed therein and leading to the Common Areas and Facilities, such Owner shall obtain the prior written approval of all relevant Government authorities (if necessary) and of the Manager for the Fitting Out Works and shall comply with all relevant laws and regulations provided always that no change or alteration shall be made and no work of whatsoever nature shall be carried out to the call buttons and the floor indicators of the lifts. The written approval of the Fitting Out Works may be granted by the Manager subject to such terms and conditions as the Manager deems fit to impose and such Owner shall pay to and reimburse the Manager against all costs and expenses which may be incurred by the Manager in giving the approval.

66. The Owners (save and except F.S.I. as Owner of the Government Accommodation) shall repair, maintain, replace, renew, remove and demolish such part or parts of the walls and supporting structures erected within the Mini Transport Interchange Reserved Area and not forming part of the Commercial Development in accordance

with Special Condition No.(31)(e)(i) of the Government Grant and to observe and comply with Special Condition No.(31)(e)(ii) of the Government Grant.

67. Subject to the right of the First Owner upon construction of the Estate to erect and designate such areas as air-conditioning platforms forming part of the Residential Common Areas, no individual air-conditioner platforms either of a permanent or temporary nature shall be installed, affixed, erected or attached or caused or permitted to remain at any part of the external walls of the Estate.

THE FOURTH SCHEDULE ABOVE REFERRED TO

ALLOCATION OF MANAGEMENT UNITS

Parts of the Estate

(A) Residential Units	No. of Units	No. of Management Units per Unit	Total No. of Management Units
Tower 1			
Flat A on 5/F with Flat Roof	1	65	65
Flat B on 5/F with BAL	1	31	31
Flat C on 5/F with BAL	1	21	21
Flat D on 5/F with BAL and UP	1	43	43
Flat E on 5/F with Flat Roof	1	51	51
Flat F on 5/F with Flat Roof	1	30	30
Flat G on 5/F with Flat Roof	1	48	48
Flat H on 5/F with Flat Roof	1	50	50
Flat A on 6/F to 12/F, each with BAL and UP	7	68	476
Flat B on 6/F to 12/F, each with BAL	7	31	217
Flat C on 6/F to 12/F, each with BAL	7	21	147
Flat D on 6/F to 12/F, each with BAL and UP	7	43	301
Flat E on 6/F to 12/F, each with BAL and UP	7	53	371
Flat F on 6/F to 12/F, each with BAL	7	31	217
Flat G on 6/F to 12/F, each with BAL and UP	7	50	350
Flat H on 6/F to 12/F, each with BAL and UP	7	53	371
Flat A on 15/F to 23/F, each with BAL and UP	9	68	612
Flat B on 15/F to 23/F, each with BAL	9	31	279
Flat C on 15/F to 23/F, each with BAL	9	21	189
Flat D on 15/F to 23/F, each with BAL and UP	9	43	387
Flat E on 15/F to 23/F, each with BAL and UP	9	53	477
Flat F on 15/F to 23/F, each with BAL	9	31	279
Flat G on 15/F to 23/F, each with BAL and UP	9	50	450
Flat H on 15/F to 23/F, each with BAL and UP	9	53	477
Flat A on 26/F to 33/F, each with BAL and UP	8	68	544
Flat B on 26/F to 33/F, each with BAL	8	31	248
Flat C on 26/F to 33/F, each with BAL	8	21	168
Flat D on 26/F to 33/F, each with BAL and UP	8	43	344
Flat E on 26/F to 33/F, each with BAL and UP	8	53	424
Flat F on 26/F to 33/F, each with BAL	8	31	248
Flat G on 26/F to 33/F, each with BAL and UP	8	50	400
Flat H on 26/F to 33/F, each with BAL and UP	8	53	424
Flat A on 35/F to 43/F, each with BAL and UP	9	68	612
Flat B on 35/F to 43/F, each with BAL	9	31	279
Flat C on 35/F to 43/F, each with BAL	9	21	189
Flat D on 35/F to 43/F, each with BAL and UP	9	43	387
Flat E on 35/F to 43/F, each with BAL and UP	9	53	477
Flat F on 35/F to 43/F, each with BAL	9	31	279
Flat G on 35/F to 43/F, each with BAL and UP	9	50	450
Flat H on 35/F to 43/F, each with BAL and UP	9	53	477
Flat A on 45/F to 48/F, each with BAL and UP	4	68	272

Flat B on 45/F to 48/F, each with BAL	4	31	124
Flat C on 45/F to 48/F, each with BAL	4	21	84
Flat D on 45/F to 48/F, each with BAL and UP	4	43	172
Flat E on 45/F to 48/F, each with BAL and UP	4	53	212
Flat F on 45/F to 48/F, each with BAL	4	31	124
Flat G on 45/F to 48/F, each with BAL and UP	4	50	200
Flat H on 45/F to 48/F, each with BAL and UP	4	53	212
Flat A on 49/F with BAL, Flat Roof, Roof and Stairhood	1	130	130
Flat B on 49/F with BAL, UP, Flat Roof, Roof and Stairhood	1	121	121
Flat C on 49/F with BAL, Flat Roof, Roof and Stairhood	1	114	114
		Sub-sub-total:	13,654
<u>Tower 2</u>			
Flat A on 5/F with Flat Roof	1	29	29
Flat B on 5/F with Flat Roof	1	42	42
Flat C on 5/F with Flat Roof	1	76	76
Flat D on 5/F with Flat Roof	1	52	52
Flat E on 5/F with Flat Roof	1	33	33
Flat F on 5/F with Flat Roof	1	69	69
Flat G on 5/F with Flat Roof	1	52	52
Flat H on 5/F with Flat Roof	1	23	23
Flat A on 6/F to 12/F, each with BAL	7	30	210
Flat B on 6/F to 12/F, each with BAL and UP	7	45	315
Flat C on 6/F to 12/F, each with BAL and UP	7	79	553
Flat D on 6/F to 12/F, each with BAL and UP	7	54	378
Flat E on 6/F to 12/F, each with BAL and UP	7	36	252
Flat F on 6/F to 12/F, each with BAL and UP	7	72	504
Flat G on 6/F to 12/F, each with BAL and UP	7	54	378
Flat H on 6/F to 12/F, each with BAL	7	24	168
Flat A on 15/F to 23/F, each with BAL	9	30	270
Flat B on 15/F to 23/F, each with BAL and UP	9	45	405
Flat C on 15/F to 23/F, each with BAL and UP	9	79	711
Flat D on 15/F to 23/F, each with BAL and UP	9	54	486
Flat E on 15/F to 23/F, each with BAL and UP	9	36	324
Flat F on 15/F to 23/F, each with BAL and UP	9	72	648
Flat G on 15/F to 23/F, each with BAL and UP	9	54	486
Flat H on 15/F to 23/F, each with BAL	9	24	216
Flat A on 26/F to 33/F, each with BAL	8	30	240
Flat B on 26/F to 33/F, each with BAL and UP	8	45	360
Flat C on 26/F to 33/F, each with BAL and UP	8	79	632
Flat D on 26/F to 33/F, each with BAL and UP	8	54	432
Flat E on 26/F to 33/F, each with BAL and UP	8	36	288
Flat F on 26/F to 33/F, each with BAL and UP	8	72	576
Flat G on 26/F to 33/F, each with BAL and UP	8	54	432
Flat H on 26/F to 33/F, each with BAL	8	24	192

Flat A on 35/F to 43/F, each with BAL	9	30	270
Flat B on 35/F to 43/F, each with BAL and UP	9	45	405
Flat C on 35/F to 43/F, each with BAL and UP	9	79	711
Flat D on 35/F to 43/F, each with BAL and UP	9	54	486
Flat E on 35/F to 43/F, each with BAL and UP	9	36	324
Flat F on 35/F to 43/F, each with BAL and UP	9	72	648
Flat G on 35/F to 43/F, each with BAL and UP	9	54	486
Flat H on 35/F to 43/F, each with BAL	9	24	216
Flat A on 45/F to 47/F, each with BAL	3	30	90
Flat B on 45/F to 47/F, each with BAL and UP	3	45	135
Flat C on 45/F to 47/F, each with BAL and UP	3	79	237
Flat D on 45/F to 47/F, each with BAL and UP	3	54	162
Flat E on 45/F to 47/F, each with BAL and UP	3	36	108
Flat F on 45/F to 47/F, each with BAL and UP	3	72	216
Flat G on 45/F to 47/F, each with BAL and UP	3	54	162
Flat H on 45/F to 47/F, each with BAL	3	24	72
Flat A on 48/F with BAL	1	30	30
Flat B on 48/F with BAL and UP	1	45	45
Flat C on 48/F with BAL and UP	1	79	79
Flat D on 48/F with BAL, UP and Roof	1	64	64
Flat E on 48/F with BAL, UP and Roof	1	46	46
Flat F on 48/F with BAL and UP	1	72	72
Flat G on 48/F with BAL and UP	1	54	54
Flat H on 48/F with BAL	1	24	24
Flat A on 49/F with Private Lift Lobby, UP, Flat Roof, Roof and Stairhood	1	176	176
Flat B on 49/F with BAL, UP, Flat Roof, Roof and Stairhood	1	157	157
		Sub-sub-total:	15,307
Tower 3			
Flat A on 5/F with Flat Roof	1	60	60
Flat B on 5/F with Flat Roof	1	45	45
Flat C on 5/F with UP and Flat Roof	1	86	86
Flat D on 5/F with Flat Roof	1	59	59
Flat E on 5/F with Flat Roof	1	30	30
Flat F on 5/F with Flat Roof	1	30	30
Flat G on 5/F with Flat Roof	1	30	30
Flat H on 5/F with Flat Roof	1	67	67
Flat J on 5/F with Flat Roof	1	49	49
Flat A on 6/F to 12/F, each with BAL and UP	7	63	441
Flat B on 6/F to 12/F, each with BAL and UP	7	48	336
Flat C on 6/F to 12/F, each with BAL and UP	7	88	616
Flat D on 6/F to 12/F, each with BAL and UP	7	63	441
Flat E on 6/F to 12/F, each with BAL and UP	7	32	224
Flat F on 6/F to 12/F, each with BAL and UP	7	32	224
Flat G on 6/F to 12/F, each with BAL and UP	7	32	224
Flat H on 6/F to 12/F, each with BAL and UP	7	70	490
Flat J on 6/F to 12/F, each with BAL and UP	7	51	357

Flat A on 15/F to 23/F, each with BAL and UP	9	63	567
Flat B on 15/F to 23/F, each with BAL and UP	9	48	432
Flat C on 15/F to 23/F, each with BAL and UP	9	88	792
Flat D on 15/F to 23/F, each with BAL and UP	9	63	567
Flat E on 15/F to 23/F, each with BAL and UP	9	32	288
Flat F on 15/F to 23/F, each with BAL and UP	9	32	288
Flat G on 15/F to 23/F, each with BAL and UP	9	32	288
Flat H on 15/F to 23/F, each with BAL and UP	9	70	630
Flat J on 15/F to 23/F, each with BAL and UP	9	51	459
Flat A on 26/F to 33/F, each with BAL and UP	8	63	504
Flat B on 26/F to 33/F, each with BAL and UP	8	48	384
Flat C on 26/F to 33/F, each with BAL and UP	8	88	704
Flat D on 26/F to 33/F, each with BAL and UP	8	63	504
Flat E on 26/F to 33/F, each with BAL and UP	8	32	256
Flat F on 26/F to 33/F, each with BAL and UP	8	32	256
Flat G on 26/F to 33/F, each with BAL and UP	8	32	256
Flat H on 26/F to 33/F, each with BAL and UP	8	70	560
Flat J on 26/F to 33/F, each with BAL and UP	8	51	408
Flat A on 35/F to 43/F, each with BAL and UP	9	63	567
Flat B on 35/F to 43/F, each with BAL and UP	9	48	432
Flat C on 35/F to 43/F, each with BAL and UP	9	88	792
Flat D on 35/F to 43/F, each with BAL and UP	9	63	567
Flat E on 35/F to 43/F, each with BAL and UP	9	32	288
Flat F on 35/F to 43/F, each with BAL and UP	9	32	288
Flat G on 35/F to 43/F, each with BAL and UP	9	32	288
Flat H on 35/F to 43/F, each with BAL and UP	9	70	630
Flat J on 35/F to 43/F, each with BAL and UP	9	51	459
Flat A on 45/F to 49/F, each with BAL and UP	5	63	315
Flat B on 45/F to 49/F, each with BAL and UP	5	48	240
Flat C on 45/F to 49/F, each with BAL and UP	5	88	440
Flat D on 45/F to 49/F, each with BAL and UP	5	63	315
Flat E on 45/F to 49/F, each with BAL and UP	5	32	160
Flat F on 45/F to 49/F, each with BAL and UP	5	32	160
Flat G on 45/F to 49/F, each with BAL and UP	5	32	160
Flat H on 45/F to 49/F, each with BAL and UP	5	70	350
Flat J on 45/F to 49/F, each with BAL and UP	5	51	255
Flat C on 50/F with BAL, UP and Flat Roof	1	88	88
Flat D on 50/F with BAL and UP	1	32	32
Flat E on 50/F with BAL and UP	1	99	99
Flat F on 50/F with BAL and UP	1	51	51
Flat C on 51/F with BAL, UP and Roof	1	97	97
Flat D on 51/F with BAL, UP and Roof	1	42	42
Flat E on 51/F with BAL, UP and Roof	1	109	109
Flat F on 51/F with BAL, UP and Roof	1	61	61
Flat A on 50/F and 51/F (Duplex) with Flat Roof, Roof and Stairhood	1	203	203
Flat B on 50/F and 51/F (Duplex) with BAL, Flat Roof, Roof and Stairhood	1	171	171

		Sub-sub-total:	19,611
Tower 5			
Flat A on 5/F with Flat Roof	1	60	60
Flat B on 5/F with Flat Roof	1	45	45
Flat C on 5/F with UP and Flat Roof	1	86	86
Flat D on 5/F with UP and Flat Roof	1	61	61
Flat E on 5/F with Flat Roof	1	30	30
Flat F on 5/F with Flat Roof	1	30	30
Flat G on 5/F with Flat Roof	1	30	30
Flat H on 5/F with Flat Roof	1	47	47
Flat J on 5/F with Flat Roof	1	49	49
Flat A on 6/F to 12/F, each with BAL and UP	7	63	441
Flat B on 6/F to 12/F, each with UP	7	46	322
Flat C on 6/F to 12/F, each with BAL and UP	7	88	616
Flat D on 6/F to 12/F, each with BAL and UP	7	63	441
Flat E on 6/F to 12/F, each with BAL and UP	7	32	224
Flat F on 6/F to 12/F, each with BAL and UP	7	32	224
Flat G on 6/F to 12/F, each with BAL and UP	7	32	224
Flat H on 6/F to 12/F, each with BAL and UP	7	49	343
Flat J on 6/F to 12/F, each with BAL and UP	7	51	357
Flat A on 15/F to 23/F, each with BAL and UP	9	63	567
Flat B on 15/F to 23/F, each with UP	9	46	414
Flat C on 15/F to 23/F, each with BAL and UP	9	88	792
Flat D on 15/F to 23/F, each with BAL and UP	9	63	567
Flat E on 15/F to 23/F, each with BAL and UP	9	32	288
Flat F on 15/F to 23/F, each with BAL and UP	9	32	288
Flat G on 15/F to 23/F, each with BAL and UP	9	32	288
Flat H on 15/F to 23/F, each with BAL and UP	9	49	441
Flat J on 15/F to 23/F, each with BAL and UP	9	51	459
Flat A on 26/F to 33/F, each with BAL and UP	8	63	504
Flat B on 26/F to 33/F, each with UP	8	46	368
Flat C on 26/F to 33/F, each with BAL and UP	8	88	704
Flat D on 26/F to 33/F, each with BAL and UP	8	63	504
Flat E on 26/F to 33/F, each with BAL and UP	8	32	256
Flat F on 26/F to 33/F, each with BAL and UP	8	32	256
Flat G on 26/F to 33/F, each with BAL and UP	8	32	256
Flat H on 26/F to 33/F, each with BAL and UP	8	49	392
Flat J on 26/F to 33/F, each with BAL and UP	8	51	408
Flat A on 35/F to 43/F, each with BAL and UP	9	63	567
Flat B on 35/F to 43/F, each with UP	9	46	414
Flat C on 35/F to 43/F, each with BAL and UP	9	88	792
Flat D on 35/F to 43/F, each with BAL and UP	9	63	567
Flat E on 35/F to 43/F, each with BAL and UP	9	32	288
Flat F on 35/F to 43/F, each with BAL and UP	9	32	288
Flat G on 35/F to 43/F, each with BAL and UP	9	32	288
Flat H on 35/F to 43/F, each with BAL and UP	9	49	441
Flat J on 35/F to 43/F, each with BAL and UP	9	51	459

Flat A on 45/F to 49/F, each with BAL and UP	5	63	315
Flat B on 45/F to 49/F, each with UP	5	46	230
Flat C on 45/F to 49/F, each with BAL and UP	5	88	440
Flat D on 45/F to 49/F, each with BAL and UP	5	63	315
Flat E on 45/F to 49/F, each with BAL and UP	5	32	160
Flat F on 45/F to 49/F, each with BAL and UP	5	32	160
Flat G on 45/F to 49/F, each with BAL and UP	5	32	160
Flat H on 45/F to 49/F, each with BAL and UP	5	49	245
Flat J on 45/F to 49/F, each with BAL and UP	5	51	255
Flat C on 50/F with BAL and UP	1	63	63
Flat D on 50/F with BAL and UP	1	32	32
Flat E on 50/F with BAL and UP	1	106	106
Flat F on 50/F with BAL and UP	1	51	51
Flat C on 51/F with BAL, UP and Roof	1	73	73
Flat D on 51/F with BAL, UP and Roof	1	42	42
Flat E on 51/F with BAL, UP and Roof	1	116	116
Flat F on 51/F with BAL, UP and Roof	1	61	61
Flat A on 50/F and 51/F (Duplex) with BAL, Flat Roof, Roof and Stairhood	1	205	205
Flat B on 50/F and 51/F (Duplex) with BAL, Flat Roof, Roof and Stairhood	1	164	164
		Sub-sub-total:	18,679
		Sub-total of (A):	67,251

	Total No. of Management Units
(B) Commercial Development	8,617
Sub-total of (B):	8,617

	Total No. of Management Units
(C) G/F Shop	50
Sub-total of (C):	50

		Total No. of Management Units
(D) Kindergarten and Spaces		
Kindergarten		1,088
Kindergarten Lay-Bys		118
Kindergarten Parking Space		5
Kindergarten Lay-Bys Maneuvering Spaces		630
	Sub-total of (D):	1,841

(E) Residential Car Parking Spaces	No. of Spaces	No. of Management Units per Unit	Total No. of Management Units
(i) Residential Parking Spaces			
Nos. CP-001 to CP-010, and CP-012 to CP-197 on Basement Floor	196	5	980
		Sub-sub-total:	980
(ii)Residential Motor Cycle Parking Spaces			
Nos. M-01 to M-20 on Basement Floor	20	1	20
		Sub-sub-total:	20
		Sub-total of (E):	1,000

		Total No. of Management Units
(F) Commercial Car Park		1,880
	Sub-total of (F):	1,880
Total : (A) + (B) + (C) + (D) + (E) + (F) =		80,639

Notes: BAL = balcony
UP = utility platform
25/F in Tower 1, Tower 2, Tower 3 and Tower 5 are refuge floors
There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F
In the numbering of Towers, Tower 4 is omitted

THE FIFTH SCHEDULE ABOVE REFERRED TO

WORKS AND INSTALLATIONS

(i) structural elements;

(ii) external wall finishes and roofing materials;

(iii) fire safety elements;

(iv) the Slopes and Retaining Walls (if any);

(v) plumbing system;

(vi) drainage system;

(vii) fire services installations and equipment;

(viii) electrical wiring system;

(ix) lift installations;

(x) gas supply system;

(xi) window installations; and

(xii) air-conditioning and ventilation system.

THE SIXTH SCHEDULE ABOVE REFERRED TO

OPEN KITCHEN UNITS

		No. of Units
Tower 1		
5/F-23/F Flat B, Flat C, Flat D, Flat E and Flat F		85
26/F-48/F Flat B, Flat C, Flat D, Flat E and Flat F		105
	Sub-Total:	190
Tower 2		
5/F-23/F Flat A, Flat B, Flat E and Flat H		68
26/F-48/F Flat A, Flat B, Flat E and Flat H		84
	Sub-Total:	152
Tower 3		
5/F-23/F Flat B, Flat E, Flat F and Flat G		68
26/F-49/F Flat B, Flat E, Flat F and Flat G		88
50/F-51/F Flat D		2
	Sub-Total:	158
Tower 5		
5/F-23/F Flat B, Flat E, Flat F and Flat G		68
26/F-49/F Flat B, Flat E, Flat F and Flat G		88
50/F-51/F Flat D		2
	Sub-Total:	158
	Total:	**658**

Note: (1) In the numbering of floors, the 4/F, 13/F, 14/F, 24/F, 34/F and 44/F are omitted.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

RESIDENTIAL UNITS WITH NOISE MITIGATION MEASURES SERVING OR BELONGING TO THE PARTICULAR RESIDENTIAL UNITS EXCLUSIVELY

Type		**Tower**	**Flat**	**Floor**
(a)	Acoustic Balcony	Tower 3	Flat D	6/F-30/F
(b)	Baffle Type Acoustic Door / Baffle Type Acoustic Door with Solid Parapet Balcony	Tower 1	Flat F, Flat H	6/F-36/F
			Flat G	6/F-48/F
			Flat C	49/F
		Tower 2	Flat A	6/F-27/F
			Flat B	6/F-35/F
			Flat D	6/F-48/F
			Flat E	6/F-47/F
			Flat F	6/F-8/F
		Tower 3	Flat B	6/F-49/F
			Flat C	5/F-30/F
			Flat J	6/F-29/F
		Tower 5	Flat C, Flat D	5/F-29/F
			Flat J	5/F-49/F
			Flat F	50/F
(c)	Baffle Type Acoustic Door at Utility Platform	Tower 2	Flat B	6/F-37/F
(d)	Baffle Type Acoustic Window	Tower 1	Flat F	5/F-30/F
			Flat G	5/F-21/F
			Flat H	5/F-40/F
		Tower 2	Flat B	5/F-37/F
			Flat C, Flat D, Flat E, Flat F	5/F-48/F

		Tower 3	Flat A, Flat C	5/F-49/F
			Flat B	5/F-15/F
			Flat D	6/F-35/F
			Flat A	51/F
		Tower 5	Flat A	5/F-48/F
			Flat B	5/F-45/F
			Flat C	5/F-21/F
			Flat D	5/F-35/F
			Flat A	51/F
			Flat F	50/F-51/F
			Flat J	5/F-49/F
(e)	Fixed Glazing (with or without maintenance window)	Tower 1	Flat A, Flat B, Flat E, Flat F, Flat G, Flat H	5/F-48/F
			Flat A, Flat B, Flat C	49/F
		Tower 2	Flat A, Flat B, Flat C, Flat D, Flat E, Flat F, Flat G	5/F-48/F
			Flat A, Flat B	49/F
		Tower 3	Flat A, Flat B, Flat C, Flat D	5/F-49/F
			Flat J	6/F-49/F
			Flat A, Flat B	50/F
			Flat A, Flat B	51/F
		Tower 5	Flat A, Flat B, Flat C, Flat D, Flat H, Flat J	5/F-49/F
			Flat A, Flat B	50/F
			Flat A, Flat B	51/F
			Flat F	50/F-51/F
(f)	Self-closing Door	Tower 1	Flat A, Flat H	5/F-48/F
			Flat G	6/F-48/F

		Tower 2	Flat C, Flat D, Flat E, Flat F, Flat G	5/F-48/F
		Tower 3	Flat A, Flat B, Flat C, Flat D	5/F-49/F
		Tower 5	Flat A, Flat B, Flat C, Flat D, Flat J	5/F-49/F
			Flat F	50/F-51/F
(g)	Vertical Fin/ Acoustic Side Wall at Balcony or Utility Platform with Sound Absorption Material on Building Facade	Tower 1	Flat A, Flat H, Flat G	5/F-48/F
			Flat F	6/F-48/F
			Flat C	49/F
		Tower 2	Flat B, Flat C, Flat D, Flat E, Flat F, Flat G	5/F-48/F
		Tower 3	Flat A	6/F-49/F
			Flat C	5/F-49/F
			Flat J	5/F-49/F
			Flat F	50/F-51/F
		Tower 5	Flat A, Flat B	5/F-49/F
			Flat A	50/F-51/F
(h)	Baffle Type Acoustic Door with Sound Absorption Material at Ceiling for bottom level of Balcony or Utility Platform	Tower 1	Flat F, Flat G, Flat H	5/F
		Tower 2	Flat A, Flat B, Flat D, Flat E, Flat F	5/F

In the numbering of floors, the 4/F, 13/F, 14/F, 24/F, 34/F and 44/F are omitted

SEALED with the Common Seal of)
)
CENTRALCON (FO TAN) COMPANY)
)
LIMITED in the presence of and)
)
SIGNED by Chan Chi Hing,)
Director and the person duly)
authorized by its Board of)
Directors)
)
)
)
)
whose signature(s) is/are verified by :-)

Henry M. H. KU
Lo and Lo
Solicitor, Hong Kong SAR

SIGNED SEALED and DELIVERED by)
)
the First Assignee (who having been)
)
previously identified by identification)
)
document(s) as specified above) in the)
)
presence of :-)





LEE YUK FAI, SIMON
Clerk to Messrs. Lo & Lo,
Solicitors &c., Hong Kong SAR

INTERPRETED to the First Assignee by :-



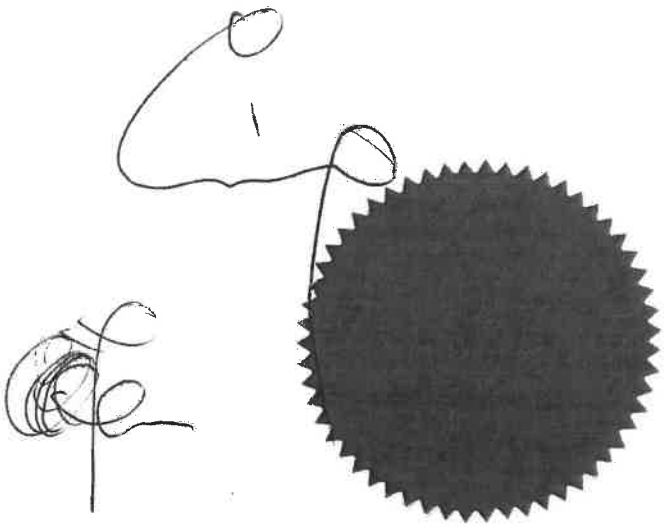
LEE YUK FAI, SIMON
Clerk to Messrs. Lo & Lo,
Solicitors &c., Hong Kong SAR

I hereby verify the signature of
LEE YUK FAI, SIMON



Mok Ka Cheuk Cecilia
Lo and Lo
Solicitor, Hong Kong SAR

SEALED with the Common Seal of the)
)
Manager in the presence of and SIGNED)
)
by Chung Chi Hung and)
Lam Ching Yi ----------)
)
Directors and the persons duly)
authorized by its Board of)
Directors)
whose signature(s) is/are verified by :-)



Henry M. H. KU
Lo and Lo
Solicitor, Hong Kong SAR

DATED the 26th day of June 2023

CENTRALCON (FO TAN) COMPANY LIMITED
(中洲(火炭)有限公司)

AND

YU WING YEE CANDY

AND

JONES LANG LASALLE
MANAGEMENT SERVICES LIMITED
(仲量聯行物業管理有限公司)

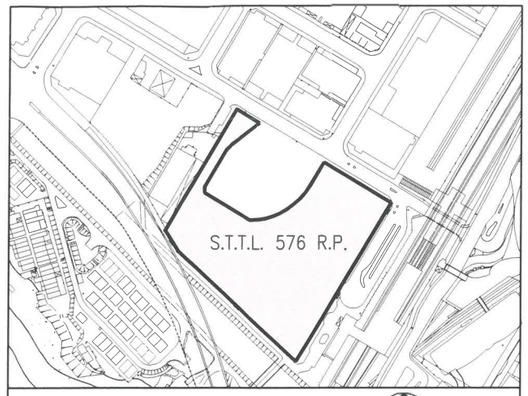
DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT

in respect of

THE REMAINING PORTION OF
SHA TIN TOWN LOT NO.576

LO AND LO
SOLICITORS &c.
HONG KONG

Our ref : KMH/CWK/RL/MKC:122549
Counter ref : Nil
Filename : \\hpsvrf\solicoffice\matter\122\122549\dmc\dmc 2023-06-26.doc



SITE PLAN

ABBREVIATIONS:

C.M.C	- CHECK METER CABINET
ELEC. ROOM	- ELECTRICAL ROOM
ELV. ROOM	- EXTRA LOW VOLTAGE ROOM
E.V.	- ELECTRIC VEHICLE
F.S.	- FIRE SERVICES
P.D.	- PIPE DUCT
W.M.C.	- WATER METER CABINET

LEGEND:

- (GY) COMMERCIAL CAR PARK
- (I) COMMERCIAL DEVELOPMENT
- (V) KINDERGARTEN AND SPACES
- (R) ESTATE COMMON AREAS
- (Y) RESIDENTIAL CAR PARK COMMON AREAS
- (G) RESIDENTIAL COMMON AREAS



PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

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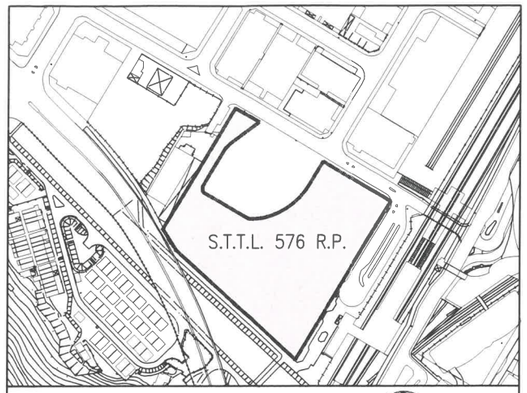
DRAWING TITLE
BASEMENT FLOOR PLAN

DRAWING NO
DMC-01

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



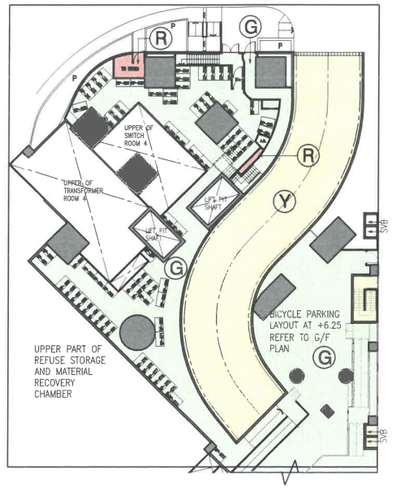
SITE PLAN

ABBREVIATIONS:

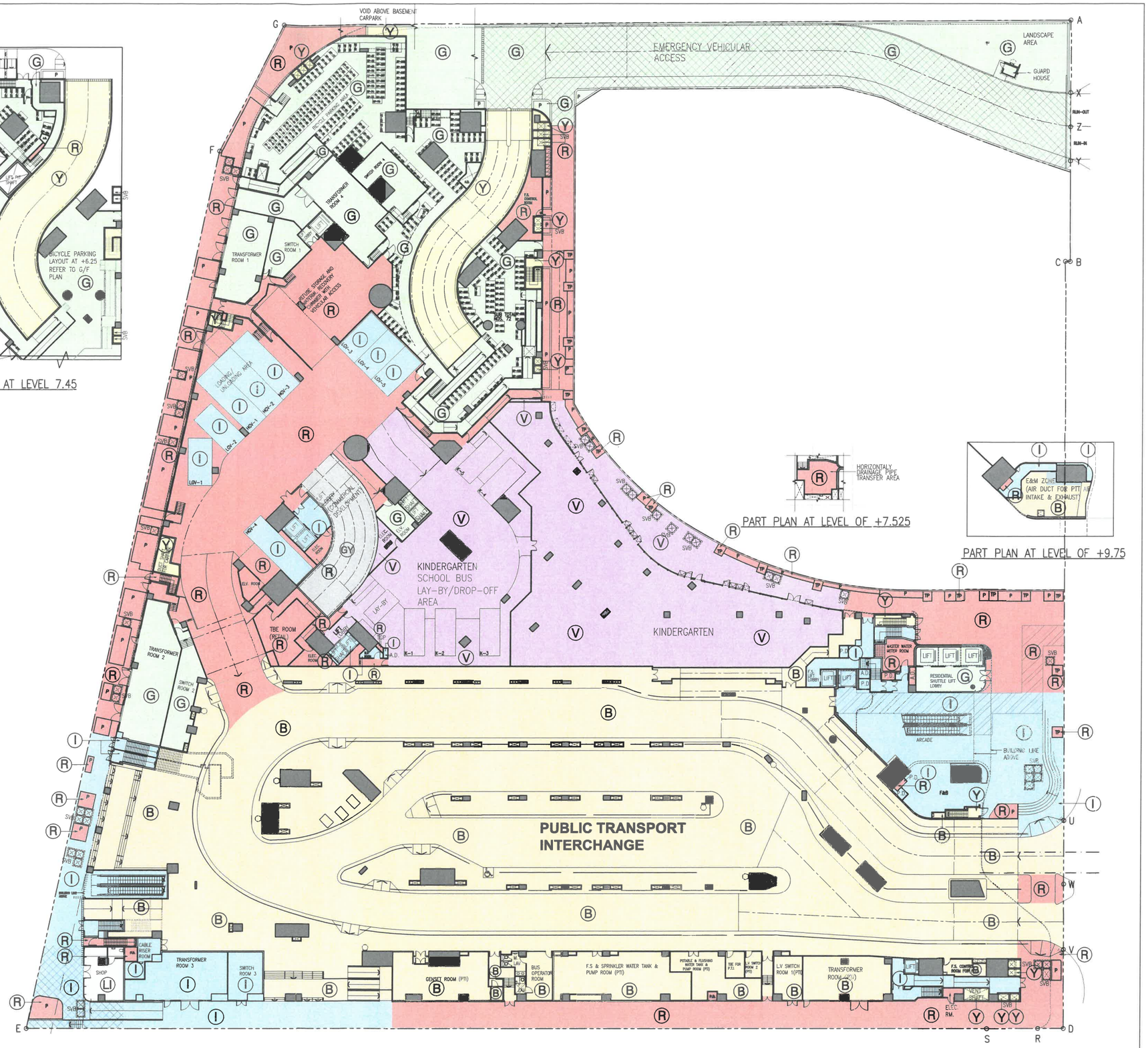
A.D.	- AIR DUCT
ELEC. ROOM	- ELECTRICAL ROOM
ELV. ROOM	- EXTRA LOW VOLTAGE ROOM
EVA	- EMERGENCY VEHICULAR ACCESS
F.LAV.	- FEMALE LAVATORY
F.S.	- FIRE SERVICES
L.V.	- LOW VOLTAGE
M.LAV.	- MALE LAVATORY
P	- PLANTER
P.D.	- PIPE DUCT
PTT	- PUBLIC TRANSPORT TERMINUS
STO.	- STORE
SVB	- SMOKE VENTILATION OF BASEMENT
TP	- TREE PIT
T.G.	- TOWN GAS
W.M.C.	- WATER METER CABINET

LEGEND:

- (GY) COMMERCIAL CAR PARK
- (I) COMMERCIAL DEVELOPMENT
- (I) COMMERCIAL DEVELOPMENT (PEDESTRIAN WALKWAY)
- (I) COMMERCIAL DEVELOPMENT (RIGHT OF WAY) AREA
- (R) ESTATE COMMON AREAS
- (R) ESTATE COMMON AREAS (PEDESTRIAN WALKWAY)
- (LI) G/F SHOP
- (B) GOVERNMENT ACCOMMODATION
- (V) KINDERGARTEN AND SPACES
- (Y) RESIDENTIAL CAR PARK COMMON AREAS
- (G) RESIDENTIAL COMMON AREAS
- (G) RESIDENTIAL AND RESIDENTIAL CAR PARK COMMON AREAS



PART PLAN AT LEVEL 7.45



PART PLAN AT LEVEL OF +7.525

PART PLAN AT LEVEL OF +9.75

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 2 6 10 20m

DRAWING TITLE
GROUND FLOOR PLAN

DRAWING NO
DMC-02

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



SITE PLAN

ABBREVIATIONS:

A.D.	- AIR DUCT
A.H.U. ROOM	- AIR HANDLING UNIT ROOM
ELEC. ROOM	- ELECTRICAL ROOM
ELEC. DUCT	- ELECTRICAL DUCT
ELV.	- EXTRA LOW VOLTAGE ROOM
EVA	- EMERGENCY VEHICULAR ACCESS
F.LAV.	- FEMALE LAVATORY
F.S.	- FIRE SERVICES
H.R.	- HOSE REEL
L/UL BAY	- LOADING/UNLOADING BAY
M.LAV.	- MALE LAVATORY
MTI	- MINI TRANSPORT INTERCHANGE
P	- PLANTER
P.D.	- PIPE DUCT
PTT	- PUBLIC TRANSPORT TERMINUS
STO.	- STORE
T.G.	- TOWN GAS
W.M.C.	- WATER METER CABINET

LEGEND:

- (I) COMMERCIAL DEVELOPMENT
- (I) COMMERCIAL DEVELOPMENT (PEDESTRIAN WALKWAY)
- (R) ESTATE COMMON AREAS
- (O) MINI TRANSPORT INTERCHANGE RESERVED AREA
- (G) RESIDENTIAL COMMON AREAS



PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 2 6 10 20m

DRAWING TITLE
1ST FLOOR PLAN

DRAWING NO
DMC-03

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



SITE PLAN

ABBREVIATIONS:

A.H.U. ROOM	- AIR HANDLING UNIT ROOM
ELEC.	- ELECTRICAL ROOM
ELV.	- EXTRA LOW VOLTAGE ROOM
EVA	- EMERGENCY VEHICULAR ACCESS
F.LAV.	- FEMALE LAVATORY
F.S.	- FIRE SERVICES
H.R.	- HOSE REEL
L/UL BAY	- LOADING/UNLOADING BAY
M.LAV.	- MALE LAVATORY
MTI	- MINI TRANSPORT INTERCHANGE
P	- PLANTER
P.D.	- PIPE DUCT
TBE ROOM	- TELECOMMUNICATION AND BROADCASTING ROOM

LEGEND:

- (I) COMMERCIAL DEVELOPMENT
- (I) COMMERCIAL DEVELOPMENT (PEDESTRIAN WALKWAY)
- (R) ESTATE COMMON AREAS
- (O) MINI TRANSPORT INTERCHANGE RESERVED AREA
- (G) RESIDENTIAL COMMON AREAS



PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

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DRAWING TITLE
2ND FLOOR PLAN

DRAWING NO
DMC-04

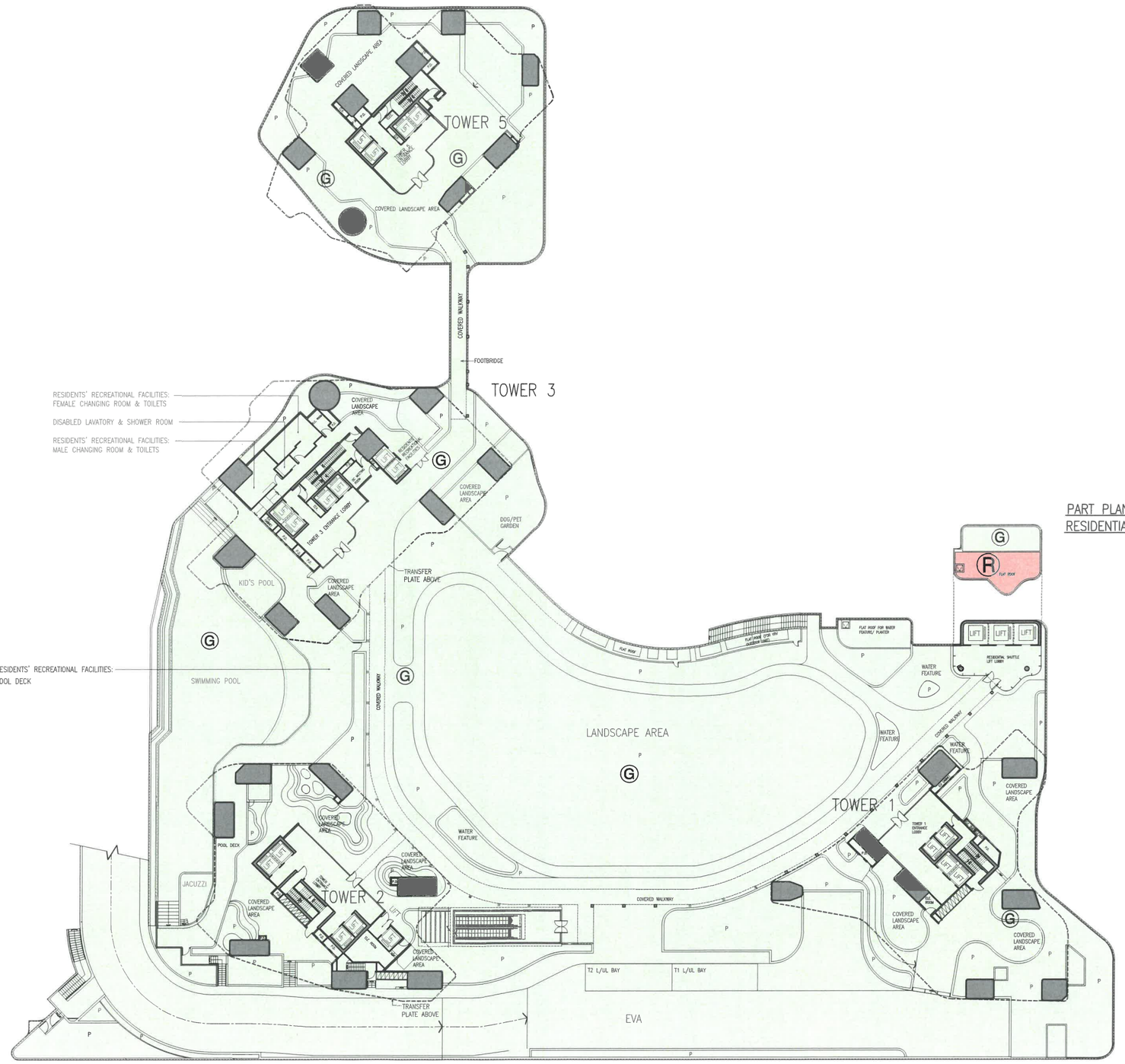
DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



SITE PLAN



PART PLAN FOR ROOF OF RESIDENTIAL SHUTTLE LIFT LOBBY

ABBREVIATIONS:

ELEC.	- ELECTRICAL ROOM / DUCT
ELV.	- EXTRA LOW VOLTAGE ROOM / DUCT
EVA	- EMERGENCY VEHICULAR ACCESS
H.R.	- HOSE REEL
L/UL BAY	- LOADING/UNLOADING BAY
MTI	- MINI TRANSPORT INTERCHANGE
P	- PLANTER
P.D.	- PIPE DUCT

LEGEND:

Ⓖ RESIDENTIAL COMMON AREAS

Ⓡ ESTATE COMMON AREAS

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

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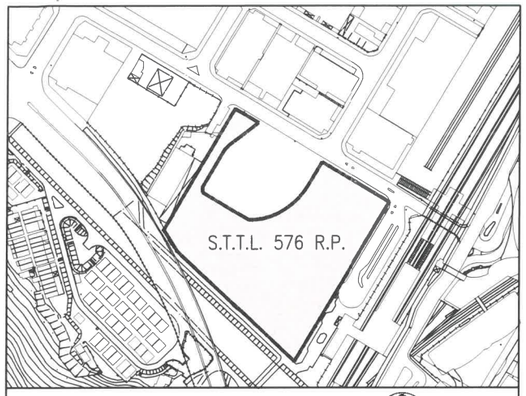
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P FLOOR PLAN

DRAWING NO
DMC-05

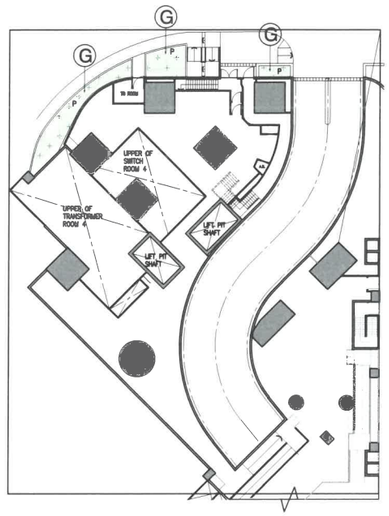
DATE
MAR 2023

I hereby certify the accuracy of this plan.

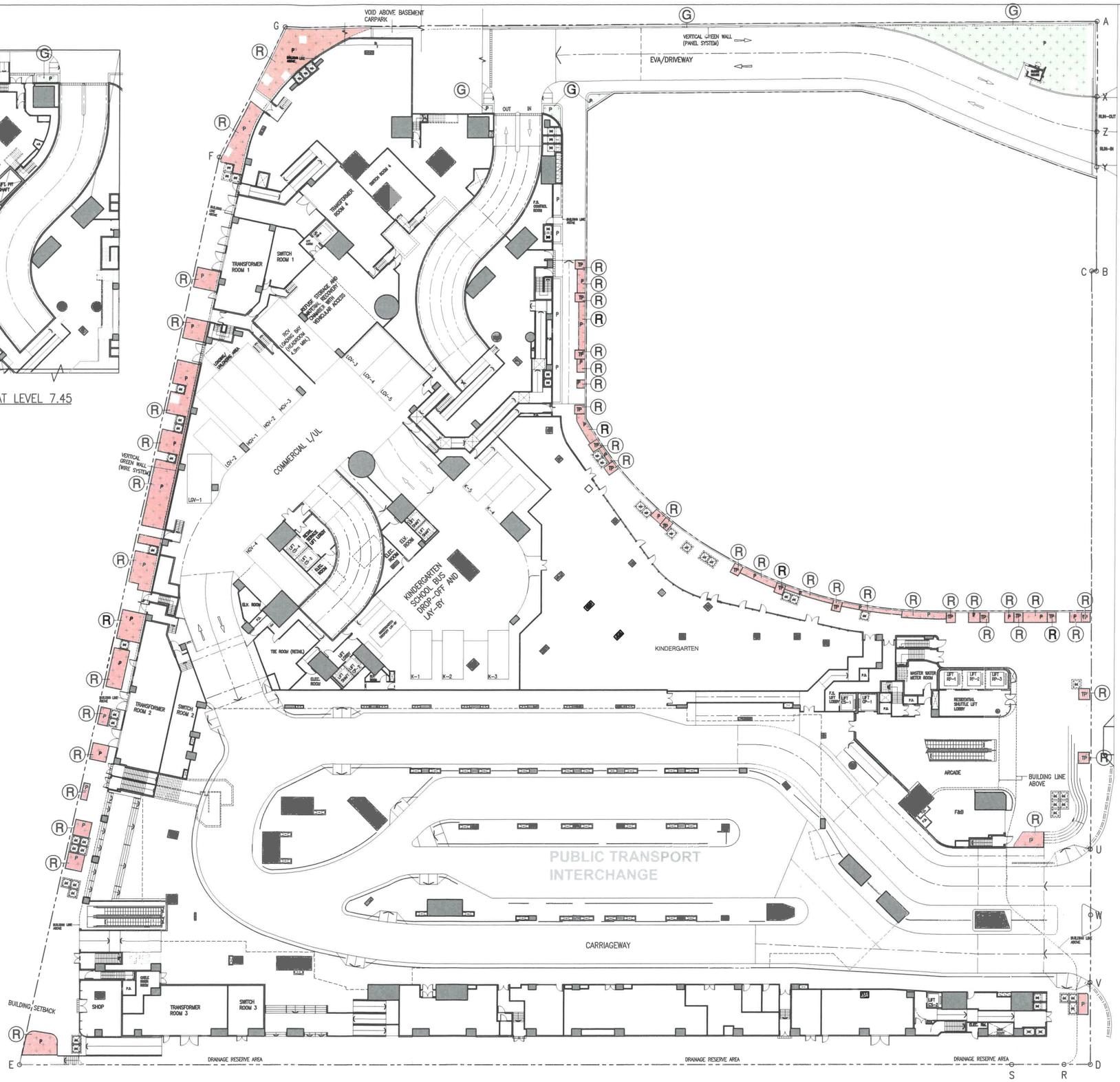
WONG MING YIM
Authorized Person (Architect)



SITE PLAN



PART PLAN AT LEVEL 7.45



ABBREVIATIONS:

ELEC. ROOM	- ELECTRICAL ROOM
ELV. ROOM	- EXTRA LOW VOLTAGE ROOM
EVA	- EMERGENCY VEHICULAR ACCESS
F.LAV.	- FEMALE LAVATORY
F.S.	- FIRE SERVICES
L.V.	- LOW VOLTAGE
M.LAV.	- MALE LAVATORY
P	- PLANTER
P.D.	- PIPE DUCT
PTT	- PUBLIC TRANSPORT TERMINUS
STO.	- STORE
SVB	- SMOKE VENTILATION OF BASEMENT
TP	- TREE PIT
VG	- VERTICAL GREENING
W.M.C.	- WATER METER CABINET

LEGEND:

Ⓡ GREENERY AREAS AT ESTATE COMMON AREAS

Ⓖ GREENERY AREAS AT RESIDENTIAL COMMON AREAS

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 2 6 10 20m

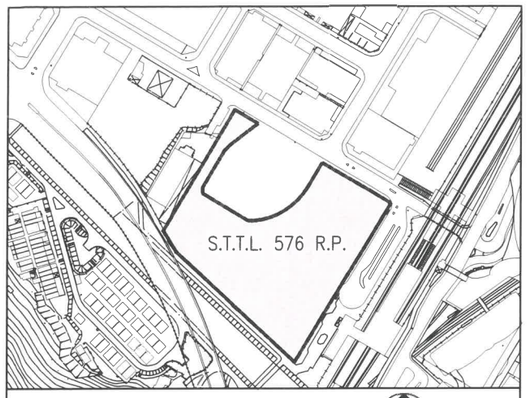
DRAWING TITLE
GROUND FLOOR PLAN - GREENERY

DRAWING NO
DMC-06

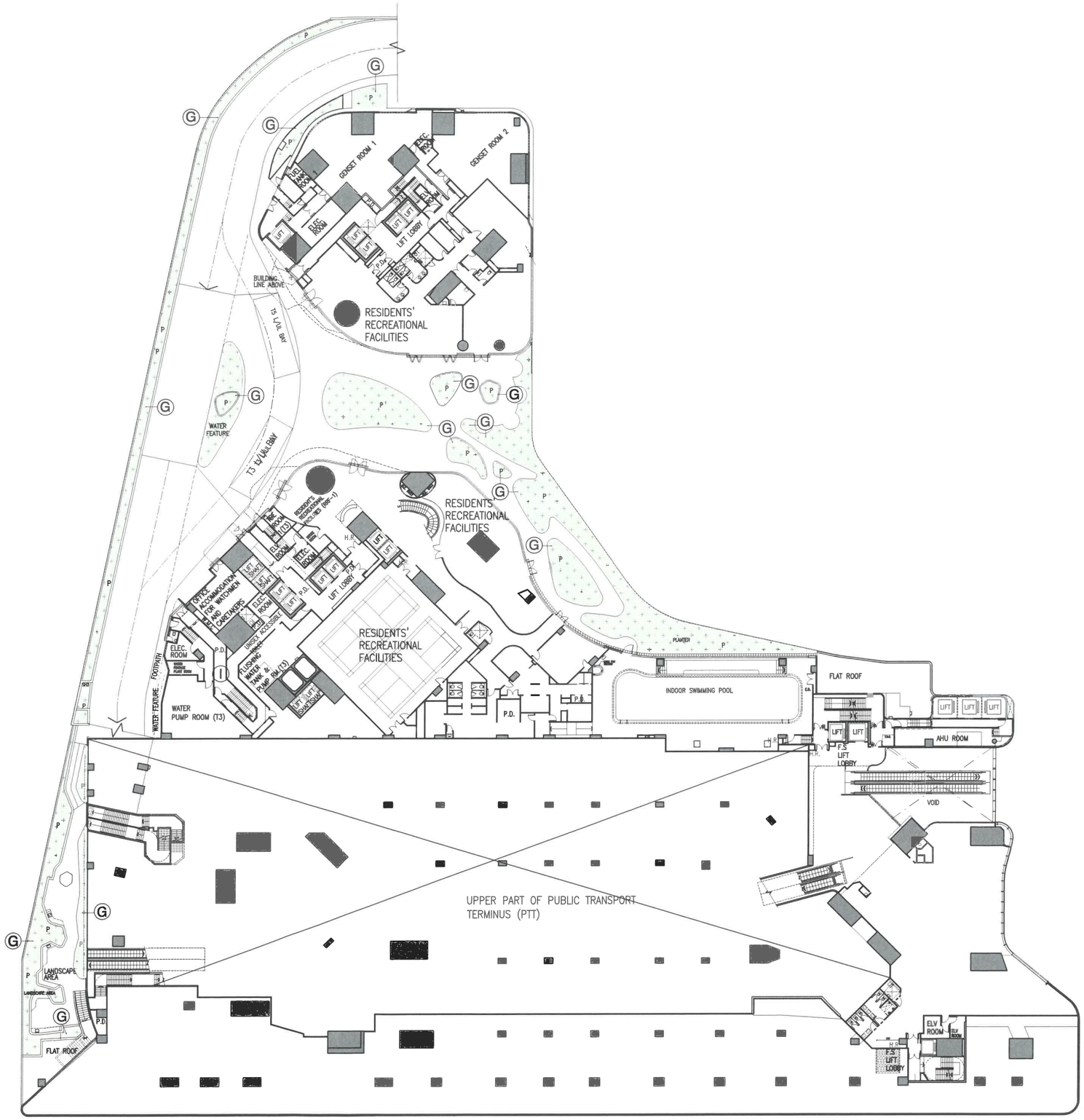
DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



SITE PLAN



ABBREVIATIONS:

A.H.U. ROOM	- AIR HANDLING UNIT ROOM
ELEC. ROOM	- ELECTRICAL ROOM
ELV.	- EXTRA LOW VOLTAGE ROOM
EVA	- EMERGENCY VEHICULAR ACCESS
F.LAV.	- FEMALE LAVATORY
F.S.	- FIRE SERVICES
H.R.	- HOSE REEL
L/UL BAY	- LOADING/UNLOADING BAY
M.LAV.	- MALE LAVATORY
MTI	- MINI TRANSPORT INTERCHANGE
P	- PLANTER
P.D.	- PIPE DUCT
PTT	- PUBLIC TRANSPORT TERMINUS
STO.	- STORE
W.M.C.	- WATER METER CABINET

LEGEND:

Ⓖ GREENERY AREAS AT RESIDENTIAL COMMON AREAS

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 2 6 10 20m

DRAWING TITLE
1ST FLOOR PLAN - GREENERY

DRAWING NO
DMC-07

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



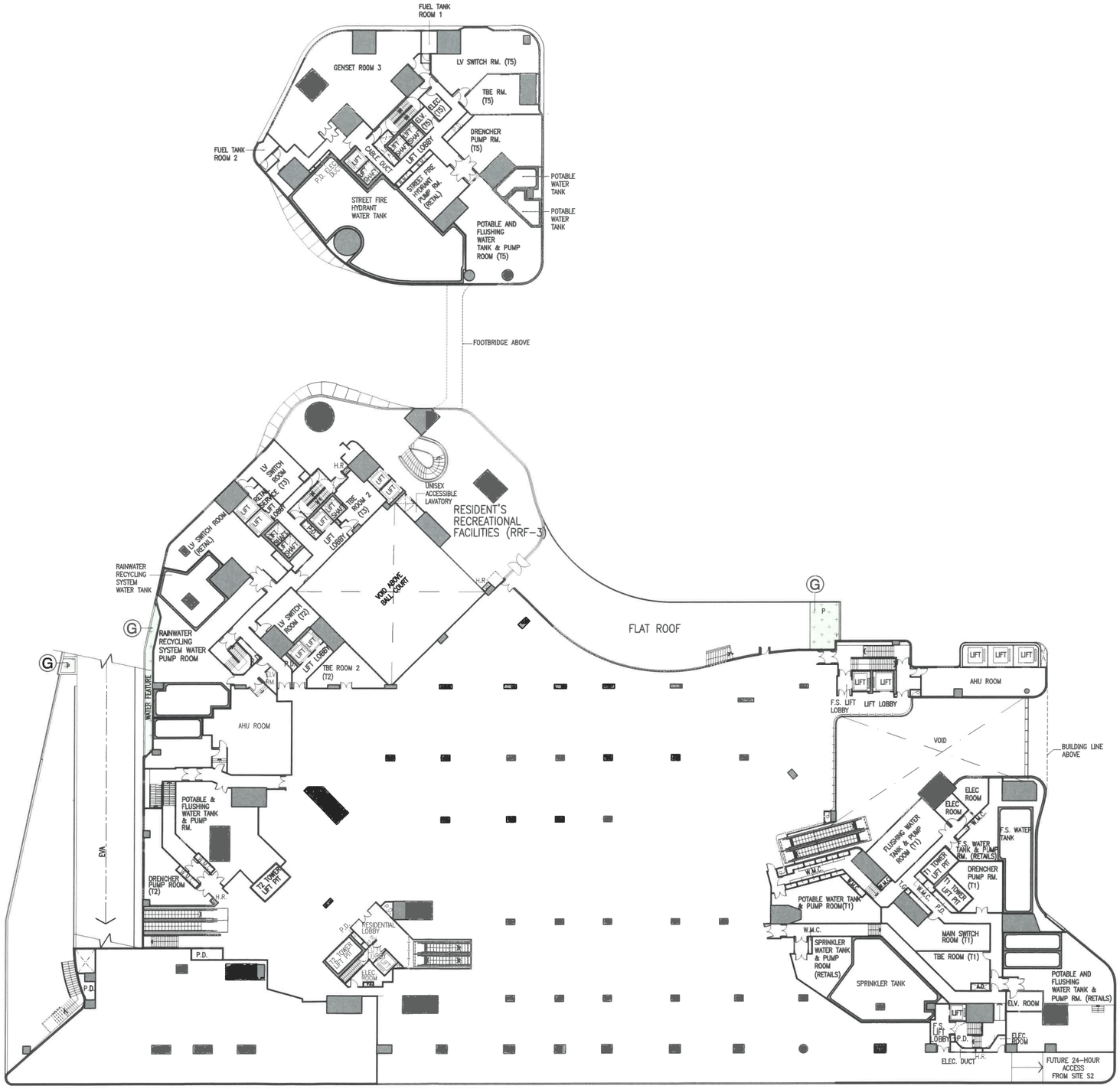
SITE PLAN

ABBREVIATIONS:

A.H.U. ROOM	- AIR HANDLING UNIT ROOM
ELEC.	- ELECTRICAL ROOM
ELV.	- EXTRA LOW VOLTAGE ROOM
EVA	- EMERGENCY VEHICULAR ACCESS
F.LAV.	- FEMALE LAVATORY
F.S.	- FIRE SERVICES
H.R.	- HOSE REEL
L/UL BAY	- LOADING/UNLOADING BAY
M.LAV.	- MALE LAVATORY
MTI	- MINI TRANSPORT INTERCHANGE
P	- PLANTER
P.D.	- PIPE DUCT
TBE ROOM	- TELECOMMUNICATION AND BROADCASTING ROOM

LEGEND:

G GREENERY AREAS AT RESIDENTIAL COMMON AREAS



PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 2 6 10 20m

DRAWING TITLE
2ND FLOOR PLAN - GREENERY

DRAWING NO
DMC-08

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



SITE PLAN



PRIMARY SCHOOL SITE

PART PLAN FOR ROOF OF RESIDENTIAL SHUTTLE LIFT LOBBY

ABBREVIATIONS:

ELEC.	- ELECTRICAL ROOM / DUCT
ELV.	- EXTRA LOW VOLTAGE ROOM / DUCT
EVA	- EMERGENCY VEHICULAR ACCESS
H.R.	- HOSE REEL
L/UL BAY	- LOADING/UNLOADING BAY
MTI	- MINI TRANSPORT INTERCHANGE
P	- PLANTER
P.D.	- PIPE DUCT

LEGEND:

G GREENERY AREAS AT RESIDENTIAL COMMON AREAS

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 2 6 10 20m

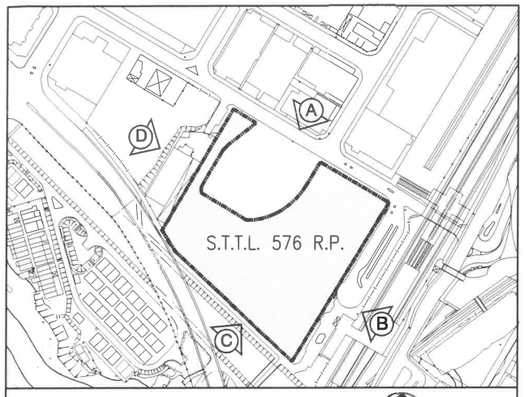
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P FLOOR PLAN - GREENERY

DRAWING NO
DMC-09

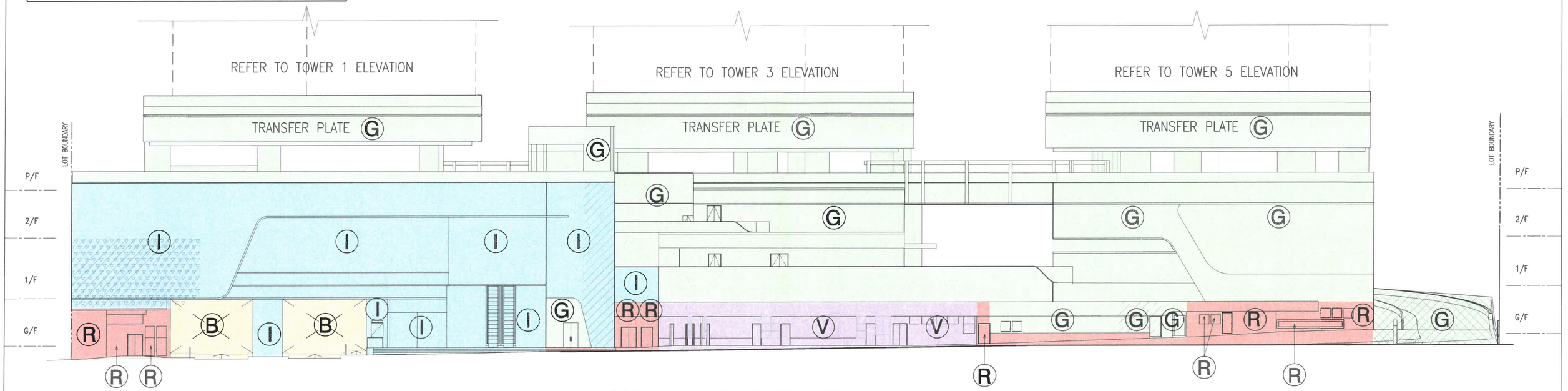
DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



SITE PLAN



PODIUM NORTH EAST ELEVATION A

LEGEND:

- (I) COMMERCIAL DEVELOPMENT
- (R) ESTATE COMMON AREAS
- (B) GOVERNMENT ACCOMMODATION
- (V) KINDERGARTEN AND SPACES
- (G) RESIDENTIAL COMMON AREAS
- (G) RESIDENTIAL AND RESIDENTIAL CAR PARK COMMON AREAS
- (I) COMMERCIAL DEVELOPMENT WITH INTERNAL RESIDENTIAL COMMON AREAS
- (I) COMMERCIAL DEVELOPMENT WITH INTERNAL MINI TRANSPORT INTERCHANGE RESERVED AREA
- (R) ESTATE COMMON AREAS WITH INTERNAL RESIDENTIAL CAR PARK COMMON AREAS
- (G) RESIDENTIAL COMMON AREAS WITH INTERNAL RESIDENTIAL CAR PARK COMMON AREAS

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN,
THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 2 6 10 20m

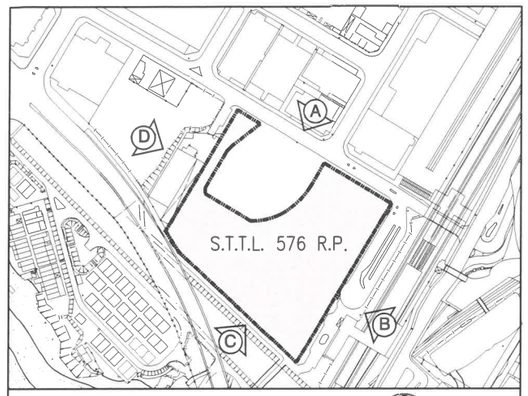
DRAWING TITLE
PODIUM NORTH EAST ELEVATION

DRAWING NO
DMC-10

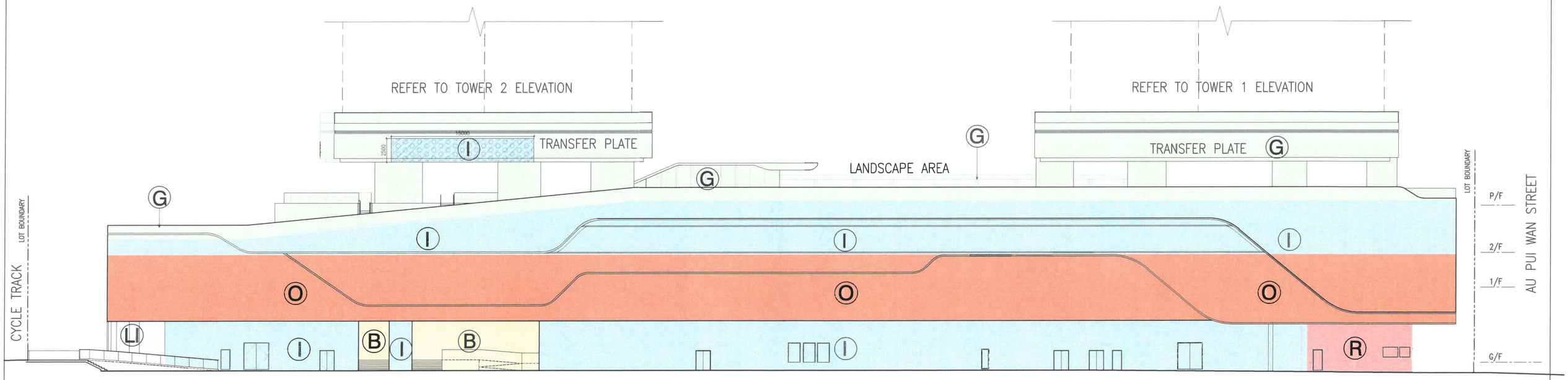
DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



SITE PLAN



PODIUM SOUTH EAST ELEVATION B

LEGEND:

- (I) COMMERCIAL DEVELOPMENT
- (I) COMMERCIAL DEVELOPMENT WITH INTERNAL RESIDENTIAL COMMON AREAS AT TRANSFER PLATE
- (R) ESTATE COMMON AREAS
- (LI) G/F SHOP
- (B) GOVERNMENT ACCOMMODATION
- (G) RESIDENTIAL COMMON AREAS
- (O) MINI TRANSPORT INTERCHANGE RESERVED AREA

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN,
THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 2 6 10 20m

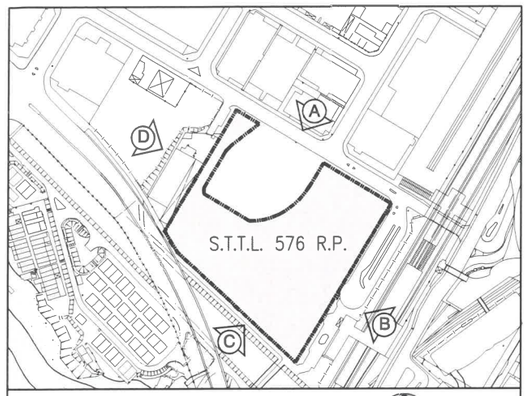
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PODIUM SOUTH EAST ELEVATION

DRAWING NO
DMC-11

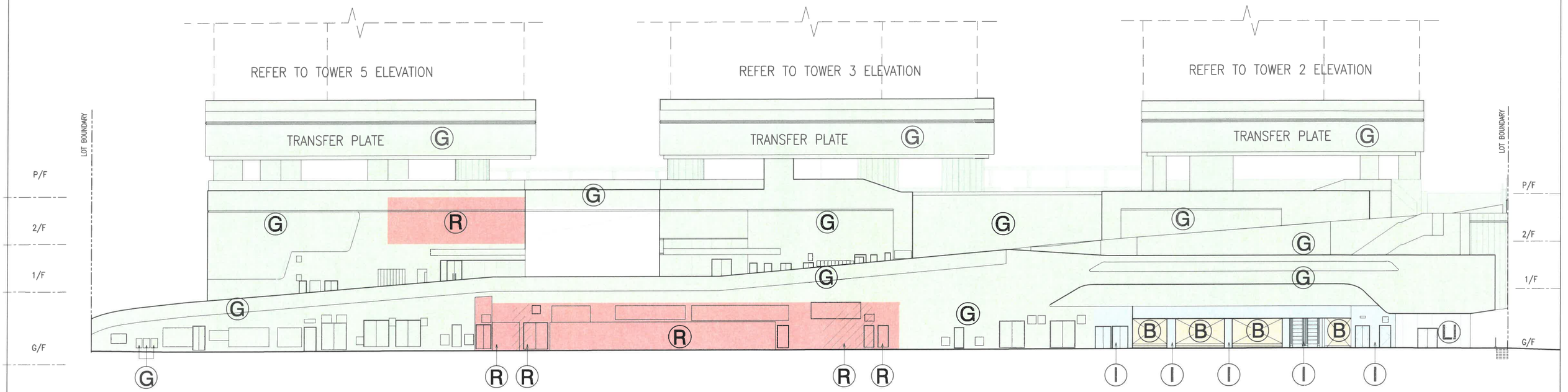
DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



SITE PLAN



PODIUM SOUTH WEST ELEVATION C

LEGEND:

- (I) COMMERCIAL DEVELOPMENT
- (R) ESTATE COMMON AREAS
- (LI) G/F SHOP
- (B) GOVERNMENT ACCOMMODATION
- (G) RESIDENTIAL COMMON AREAS
- (R) ESTATE COMMON AREAS WITH INTERNAL RESIDENTIAL CAR PARK COMMON AREAS

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN,
THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576, HONG KONG

0 2 6 10 20m

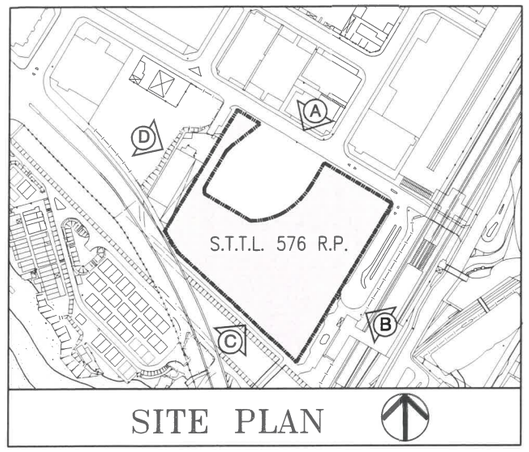
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PODIUM SOUTH WEST ELEVATION

DRAWING NO
DMC-12

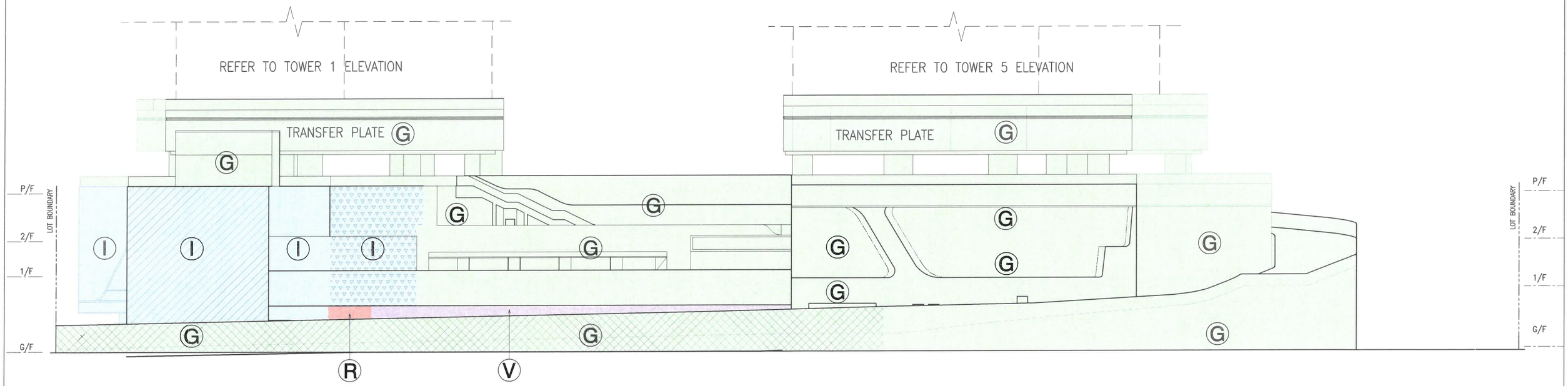
DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



SITE PLAN



PODIUM NORTH WEST ELEVATION D

LEGEND:

- (I) COMMERCIAL DEVELOPMENT
- (I) COMMERCIAL DEVELOPMENT WITH INTERNAL ESTATE COMMON AREAS
- (R) ESTATE COMMON AREAS
- (I) COMMERCIAL DEVELOPMENT WITH INTERNAL RESIDENTIAL COMMON AREAS
- (V) KINDERGARTEN AND SPACES
- (G) RESIDENTIAL COMMON AREAS
- (G) RESIDENTIAL AND RESIDENTIAL CAR PARK COMMON AREAS

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN,
THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576, HONG KONG

0 2 6 10 20m

DRAWING TITLE
PODIUM NORTH WEST ELEVATION

DRAWING NO
DMC-13

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)

ABBREVIATIONS:

A/C PL.	- AIR-CONDITIONING PLINTH
A/C P.	- AIR-CONDITIONING PLATFORM
A/C PL.	- AIR-CONDITIONING PLINTH
A.D.	- AIR DUCT
A.F.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
AW.DR.P.	- ACCESS AND WORKING PLACE FOR DRAINAGE PIPE
BAL .	- BALCONY
CONC. ENC. DR.P.	- CONCRETE ENCLOSURE FOR COMMON DRAINAGE PIPE
ELECT.	- ELECTRICAL ROOM / DUCT
E.M.R.	- ELECTRICAL METER ROOM
ELV.	- EXTRA LOW VOLTAGE ROOM / DUCT
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
P.F. EXT. WALL	- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
P.L.	- PROTECTED LOBBY
R.S.M.R.R.	- REFUSE STORAGE & MATERIAL RECOVERY ROOM
U.P.	- UTILITY PLATFORM
W.M.C.	- WATER METER CABINET



LEGEND:

- G — RESIDENTIAL COMMON AREAS
- BAL. — BALCONY
- U.P. — UTILITY PLATFORM

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

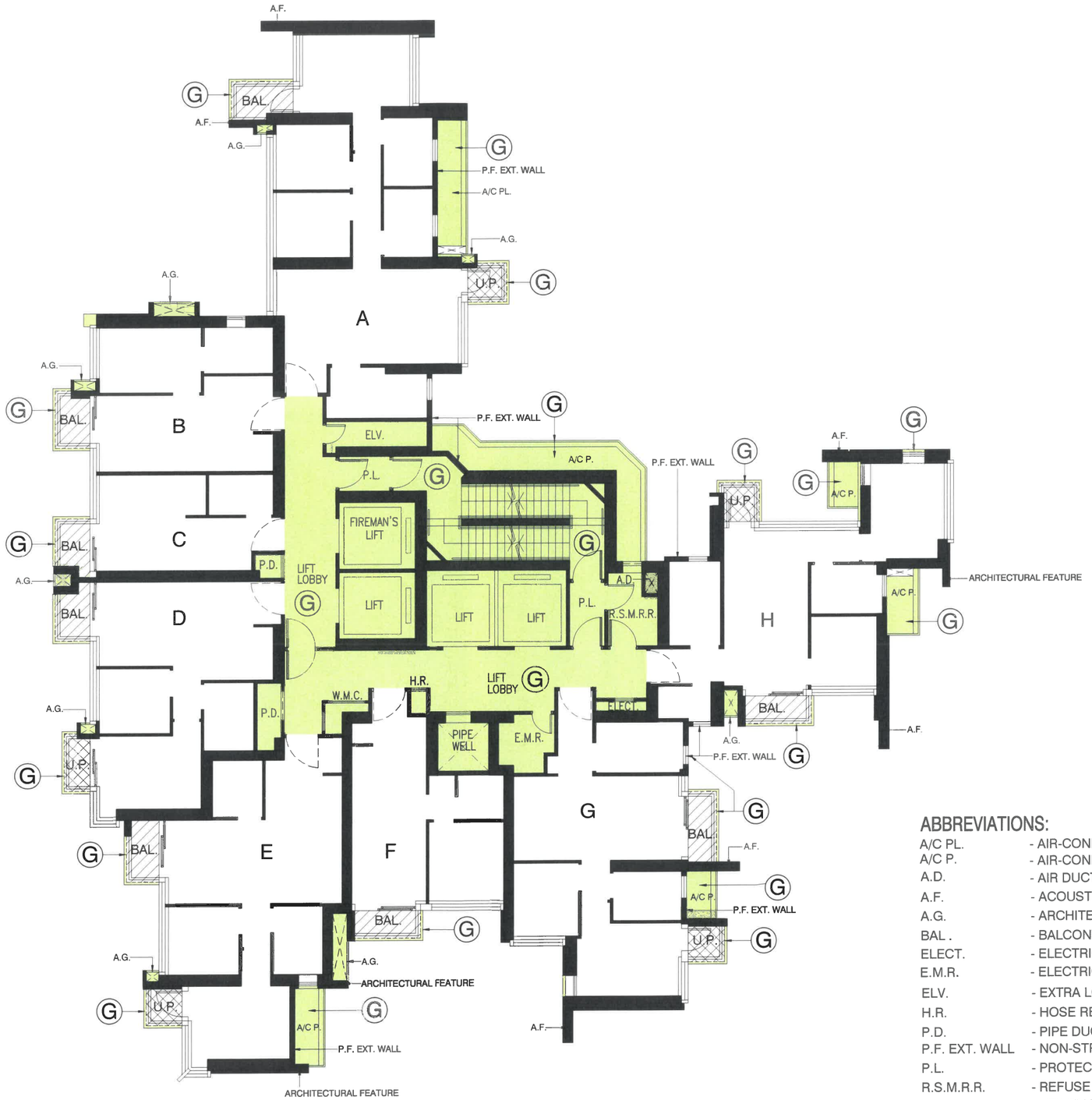
DRAWING TITLE
TOWER 1 - 5/F

DRAWING NO
DMC-14

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- G — RESIDENTIAL COMMON AREAS
- BAL. — BALCONY
- U.P. — UTILITY PLATFORM

ABBREVIATIONS:

A/C PL.	- AIR-CONDITIONING PLINTH
A/C P.	- AIR-CONDITIONING PLATFORM
A.D.	- AIR DUCT
A.F.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
BAL .	- BALCONY
ELECT.	- ELECTRICAL ROOM / DUCT
E.M.R.	- ELECTRICAL METER ROOM
ELV.	- EXTRA LOW VOLTAGE ROOM / DUCT
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
P.F. EXT. WALL	- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
P.L.	- PROTECTED LOBBY
R.S.M.R.R.	- REFUSE STORAGE & MATERIAL RECOVERY ROOM
U.P.	- UTILITY PLATFORM
W.M.C.	- WATER METER CABINET

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

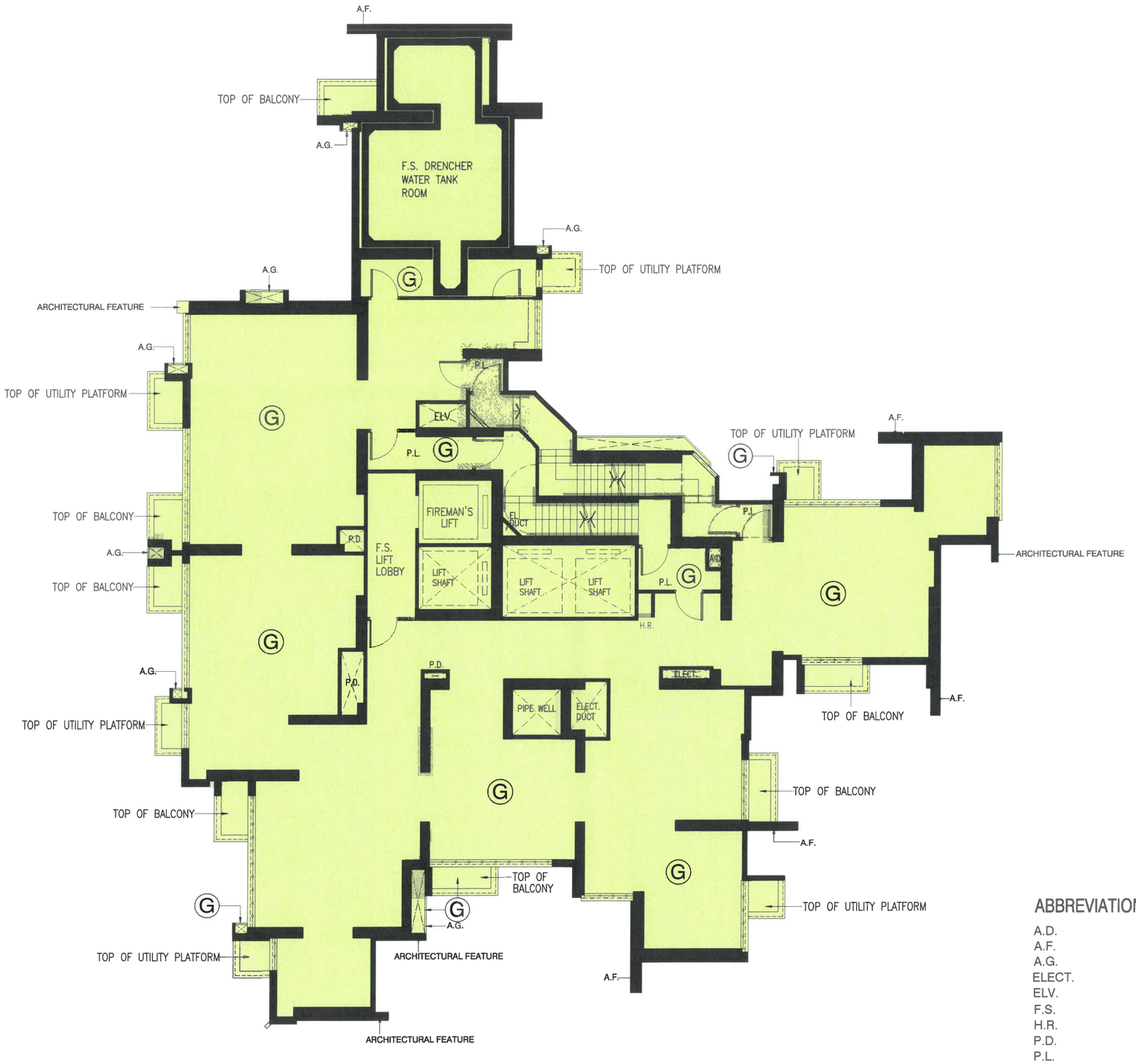
DRAWING TITLE
TOWER 1 - TYPICAL FLOOR PLAN
6/F TO 23/F (13/F, 14/F EXCLUDED)

DRAWING NO
DMC-15

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

G RESIDENTIAL COMMON AREAS

ABBREVIATIONS:

A.D.	- AIR DUCT
A.F.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
ELECT.	- ELECTRICAL ROOM / DUCT
ELV.	- EXTRA LOW VOLTAGE ROOM / DUCT
F.S.	- FIRE SERVICES
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
P.L.	- PROTECTED LOBBY
P.F. EXT. WALL	- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

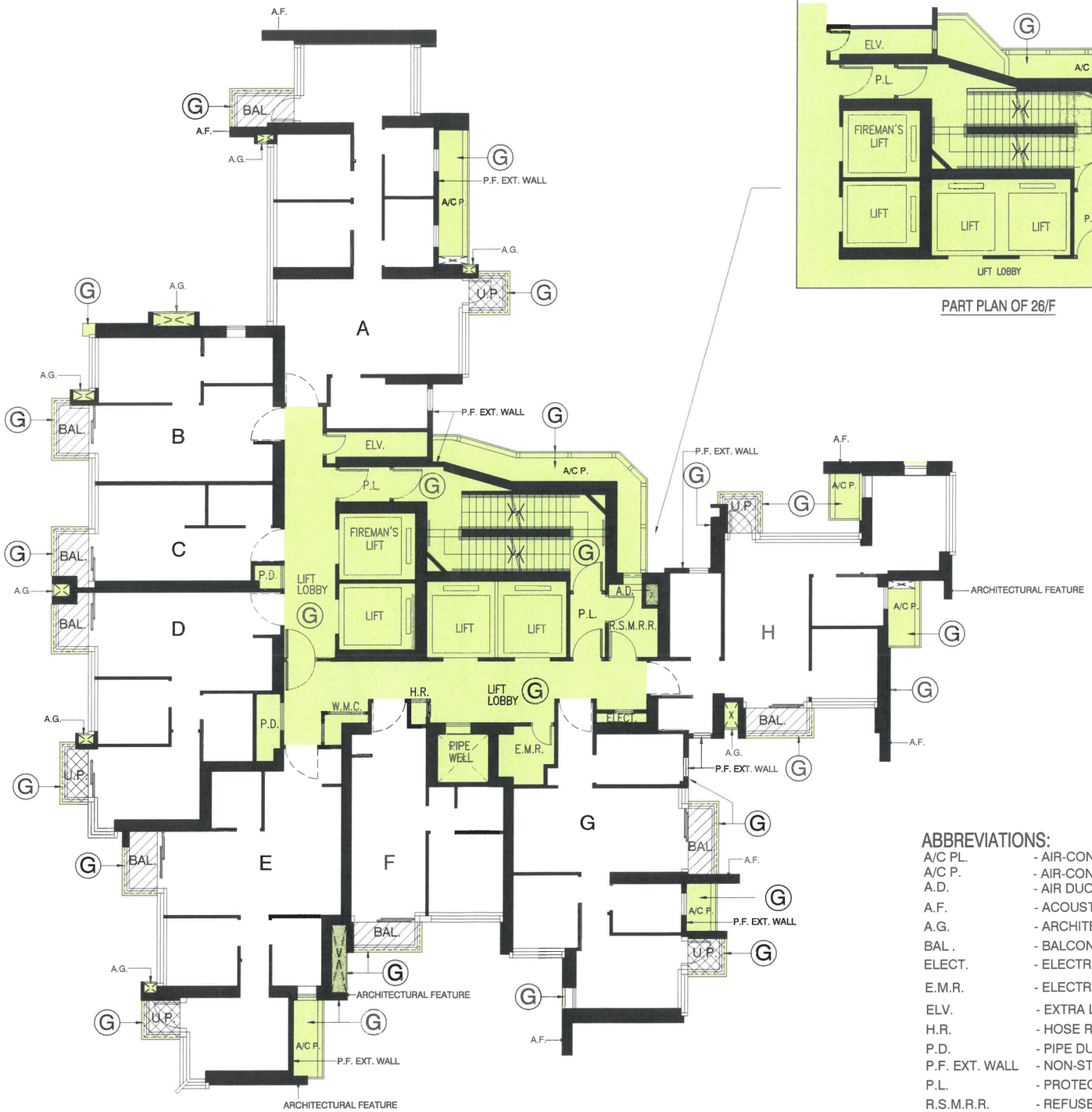
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TOWER 1 - REFUGE FLOOR PLAN (25/F)

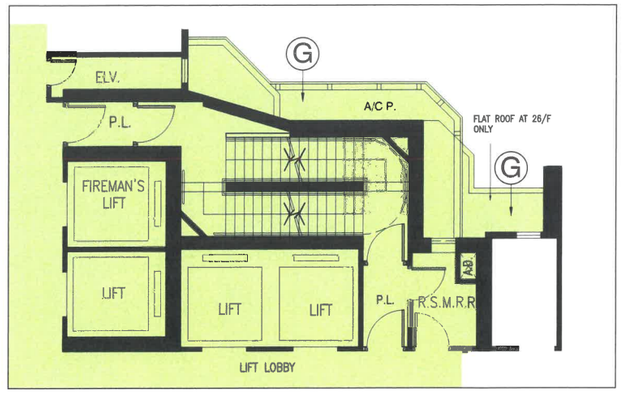
DRAWING NO
DMC-16

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)





PART PLAN OF 26/F

LEGEND:

- (G) RESIDENTIAL COMMON AREAS
- BAL. BALCONY
- U.P. UTILITY PLATFORM

ABBREVIATIONS:

A/C PL.	- AIR-CONDITIONING PLINTH
A/C P.	- AIR-CONDITIONING PLATFORM
A.D.	- AIR DUCT
A.F.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
BAL .	- BALCONY
ELECT.	- ELECTRICAL ROOM / DUCT
E.M.R.	- ELECTRICAL METER ROOM
ELV.	- EXTRA LOW VOLTAGE ROOM / DUCT
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
P.F. EXT. WALL	- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
P.L.	- PROTECTED LOBBY
R.S.M.R.R.	- REFUSE STORAGE & MATERIAL RECOVERY ROOM
U.P.	- UTILITY PLATFORM
W.M.C.	- WATER METER CABINET

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

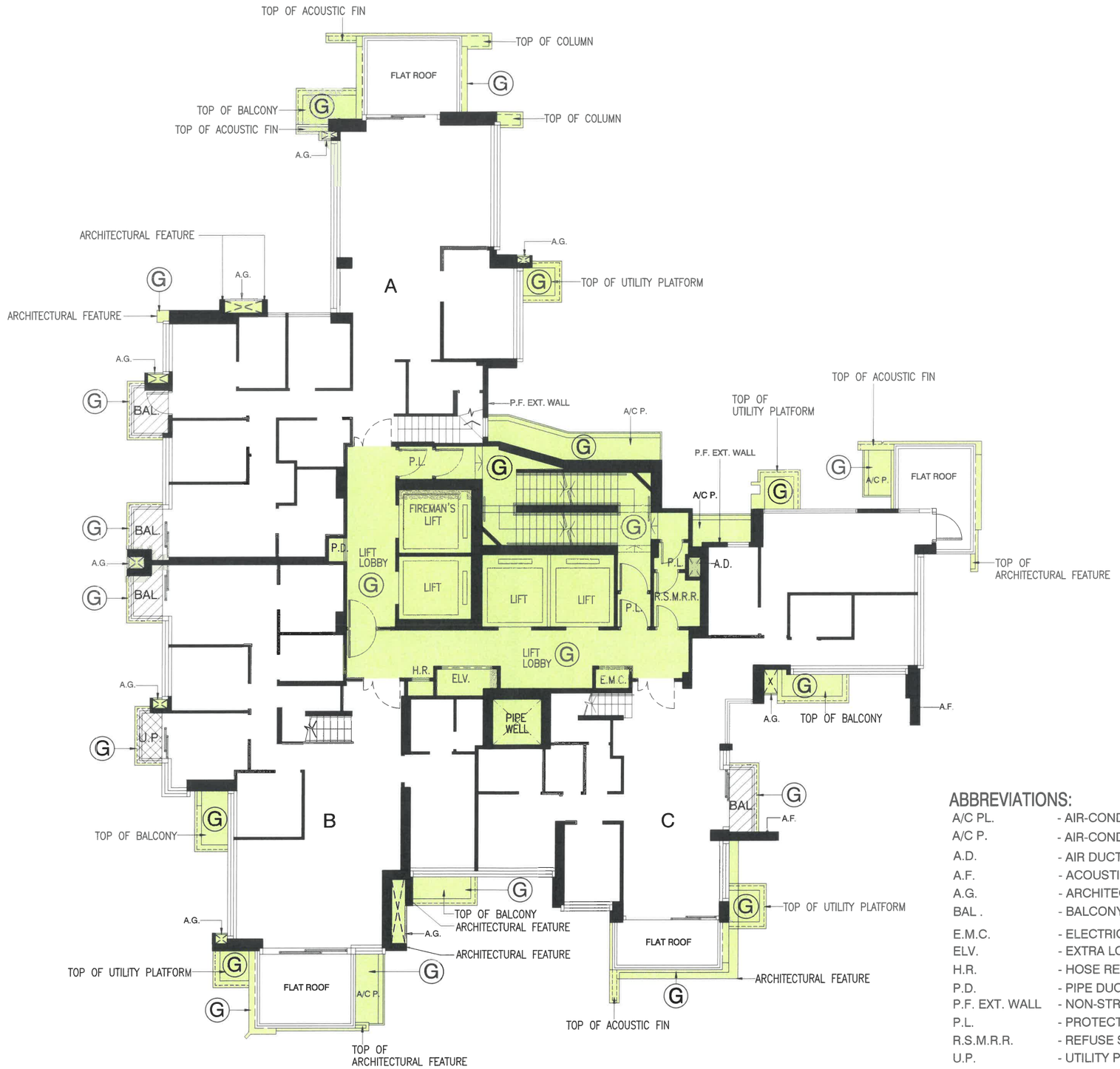
DRAWING TITLE
TOWER 1 - TYPICAL FLOOR PLAN
26/F TO 48/F (34/F, 44/F EXCLUDED)

DRAWING NO
DMC-17

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- G — RESIDENTIAL COMMON AREAS
- BAL. — BALCONY
- U.P. — UTILITY PLATFORM

ABBREVIATIONS:

A/C PL.	- AIR-CONDITIONING PLINTH
A/C P.	- AIR-CONDITIONING PLATFORM
A.D.	- AIR DUCT
A.F.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
BAL .	- BALCONY
E.M.C.	- ELECTRICAL METER CABINET
ELV.	- EXTRA LOW VOLTAGE ROOM / DUCT
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
P.F. EXT. WALL	- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
P.L.	- PROTECTED LOBBY
R.S.M.R.R.	- REFUSE STORAGE & MATERIAL RECOVERY ROOM
U.P.	- UTILITY PLATFORM

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

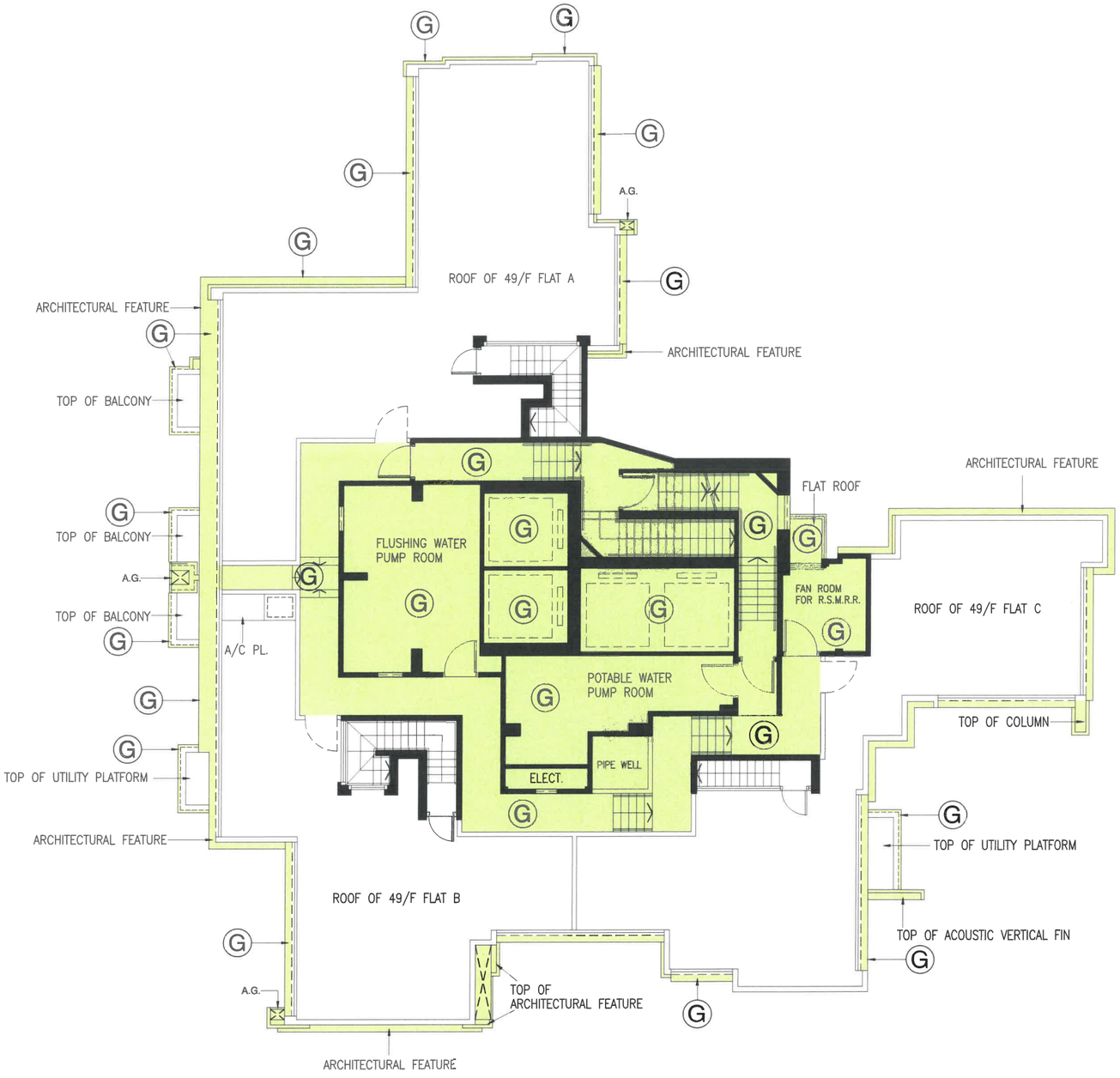
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TOWER 1 - 49/F

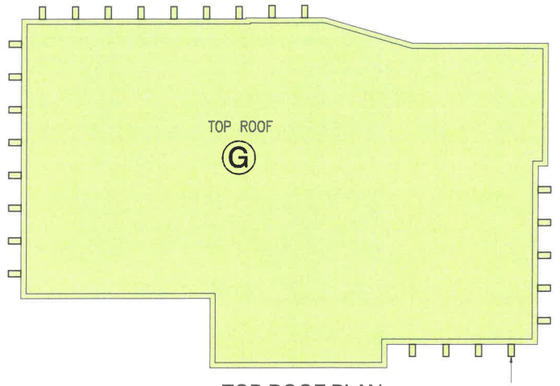
DRAWING NO
DMC-18

DATE
MAR 2023

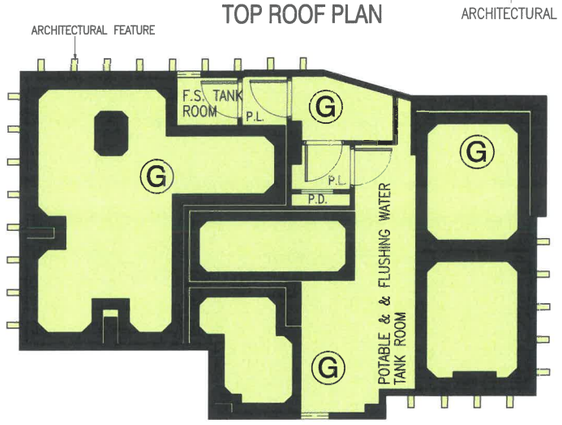
I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)

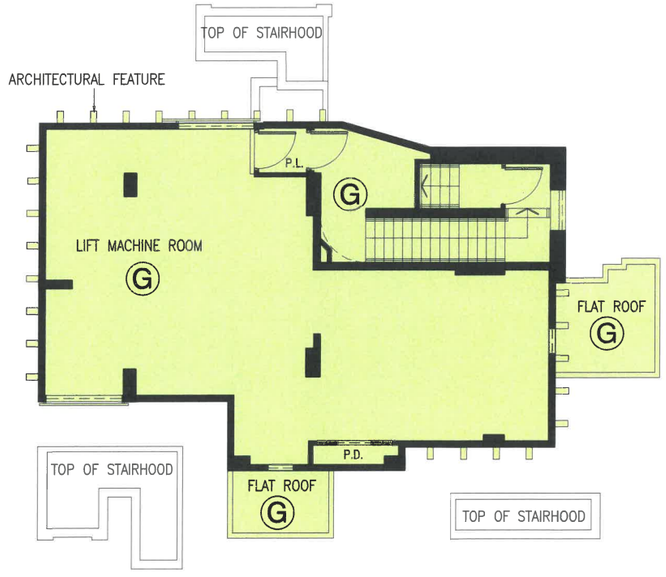




TOP ROOF PLAN



UPPER ROOF PLAN AT LEVEL 163.97



UPPER ROOF PLAN AT LEVEL 160.67

LEGEND:

G — RESIDENTIAL COMMON AREAS

ABBREVIATIONS:

A/C PL.	- AIR CONDITIONING PLATFORM
A.G.	- ARCHITECTURAL GRILLES
ELECT.	- ELECTRICAL ROOM / DUCT
F.S.	- FIRE SERVICES
P.D.	- PIPE DUCT
P.L.	- PROTECTED LOBBY
R.S.M.R.R.	- REFUSE STORAGE & MATERIAL RECOVERY ROOM

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

DRAWING TITLE
TOWER 1 - ROOF PLAN

DRAWING NO
DMC-19

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



ABBREVIATIONS:

A/C PL.	- AIR-CONDITIONING PLINTH
A/C P.	- AIR-CONDITIONING PLATFORM
A.D.	- AIR DUCT
A.F.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
AW.DR.P.	- ACCESS AND WORKING PLACE FOR DRAINAGE PIPE
BAL .	- BALCONY
CONC. ENC. DR.P.	- CONCRETE ENCLOSURE FOR COMMON DRAINAGE PIPE
ELECT.	- ELECTRICAL ROOM / DUCT
E.M.C.	- ELECTRICAL METER CABINET
ELV.	- EXTRA LOW VOLTAGE ROOM / DUCT
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
P.F. EXT. WALL	- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
P.L.	- PROTECTED LOBBY
R.S.M.R.R.	- REFUSE STORAGE & MATERIAL RECOVERY ROOM
U.P.	- UTILITY PLATFORM
W.M.C.	- WATER METER CABINET

LEGEND:

(G) RESIDENTIAL COMMON AREAS

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

DRAWING TITLE
TOWER 2 - 5/F

DRAWING NO
DMC-20

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- G — RESIDENTIAL COMMON AREAS
- BAL. — BALCONY
- U.P. — UTILITY PLATFORM

ABBREVIATIONS:

A/C P.	- AIR-CONDITIONING PLATFORM
A.D.	- AIR DUCT
A.F.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
BAL .	- BALCONY
ELECT.	- ELECTRICAL ROOM / DUCT
E.M.C.	- ELECTRICAL METER CABINET
ELV.	- EXTRA LOW VOLTAGE ROOM / DUCT
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
P.F. EXT. WALL	- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
P.L.	- PROTECTED LOBBY
R.S.M.R.R.	- REFUSE STORAGE & MATERIAL RECOVERY ROOM
U.P.	- UTILITY PLATFORM
W.M.C.	- WATER METER CABINET

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

DRAWING TITLE
TOWER 2 - TYPICAL FLOOR PLAN
6/F TO 23/F & 26/F TO 48/F
(13/F, 14/F, 24/F, 34/F & 44/F EXCLUDED)

DRAWING NO
DMC-21

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

G RESIDENTIAL COMMON AREAS

ABBREVIATIONS:

A.D.	- AIR DUCT
A.F.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
ELECT.	- ELECTRICAL ROOM / DUCT
ELECT. DUCT	- ELECTRICAL ROOM / DUCT
ELV.	- EXTRA LOW VOLTAGE ROOM / DUCT
F.S.	- FIRE SERVICES
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
P.L.	- PROTECTED LOBBY
P.F. EXT. WALL	- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

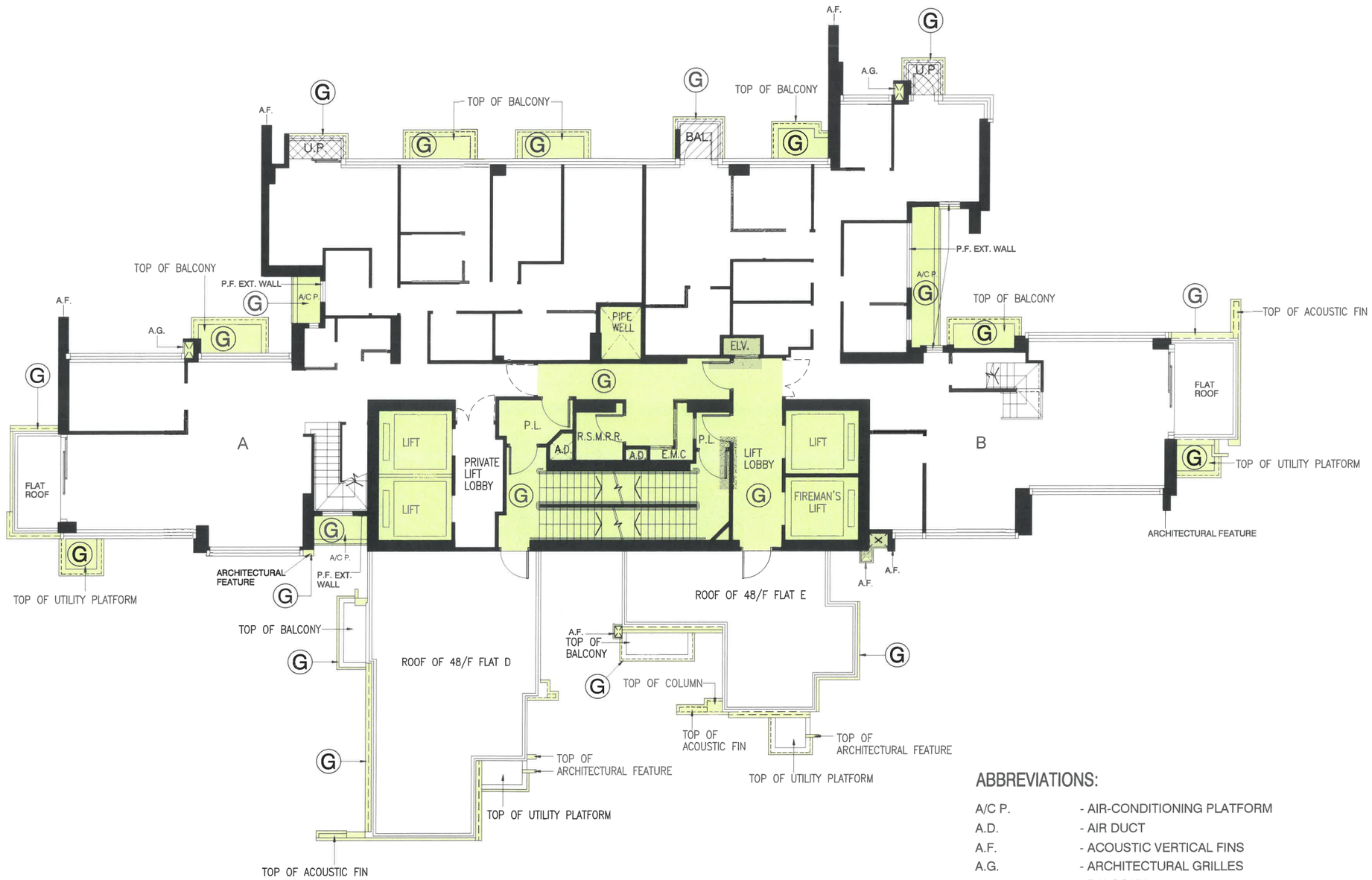
DRAWING TITLE
TOWER 2 - REFUGE FLOOR PLAN (25/F)

DRAWING NO
DMC-22

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- (G) RESIDENTIAL COMMON AREAS
- BAL. BALCONY
- U.P. UTILITY PLATFORM

ABBREVIATIONS:

A/C P.	- AIR-CONDITIONING PLATFORM
A.D.	- AIR DUCT
A.F.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
BAL .	- BALCONY
ELECT.	- ELECTRICAL ROOM / DUCT
E.M.C.	- ELECTRICAL METER CABINET
ELV.	- EXTRA LOW VOLTAGE ROOM / DUCT
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
P.F. EXT. WALL	- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
P.L.	- PROTECTED LOBBY
R.S.M.R.R.	- REFUSE STORAGE & MATERIAL RECOVERY ROOM
U.P.	- UTILITY PLATFORM
W.M.C.	- WATER METER CABINET

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

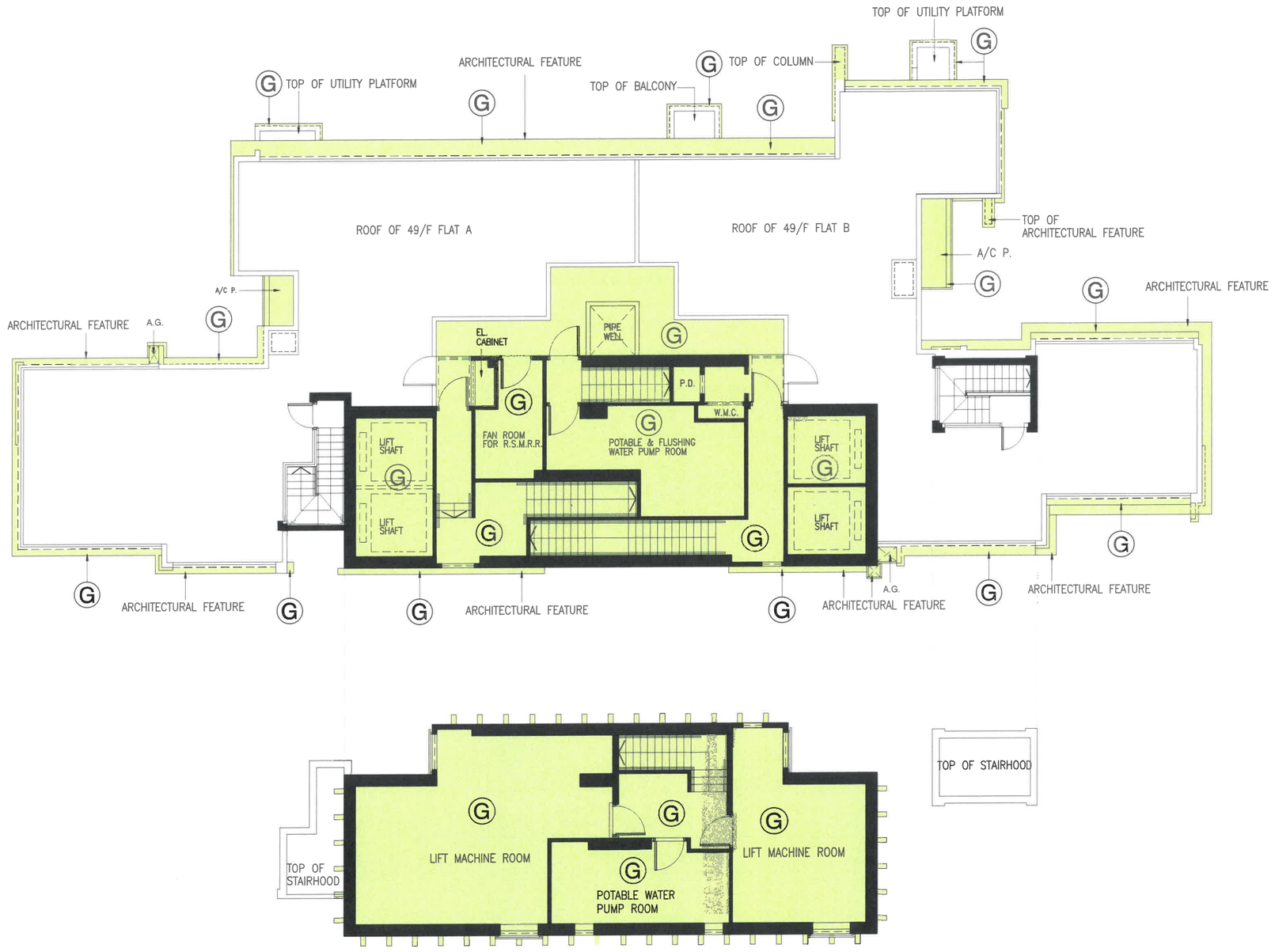
DRAWING TITLE
TOWER 2 - 49/F

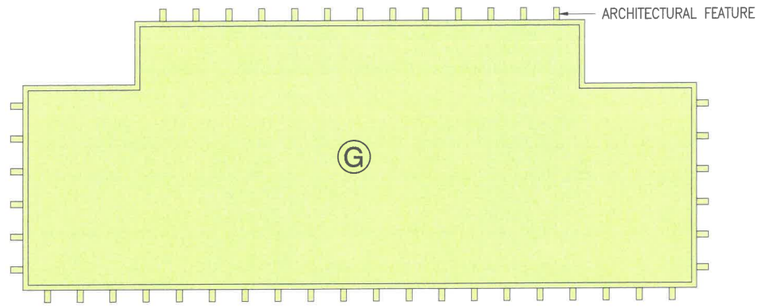
DRAWING NO
DMC-23

DATE
MAR 2023

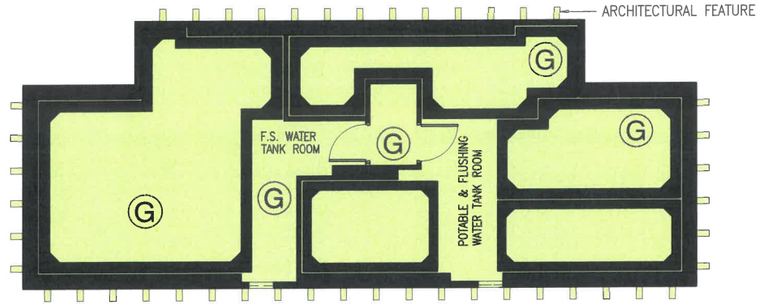
I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)





TOP ROOF PLAN



UPPER ROOF PLAN AT LEVEL 164.22

LEGEND:

G RESIDENTIAL COMMON AREAS

ABBREVIATIONS:

A.F.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
EL. CABINET	- ELECTRICAL ROOM / DUCT
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
A/C P.	- AIR-CONDITIONING PLATFORM
W.M.C.	- WATER METER CABINET

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

DRAWING TITLE
TOWER 2 - ROOF PLAN

DRAWING NO
DMC-24

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- G — RESIDENTIAL COMMON AREAS
- U.P. — UTILITY PLATFORM

ABBREVIATIONS:

A/C PL.	- AIR-CONDITIONING PLINTH
A/C P.	- AIR-CONDITIONING PLATFORM
A.D.	- AIR DUCT
A.F.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
AW.DR.P.	- ACCESS AND WORKING PLACE FOR DRAINAGE PIPE
BAL .	- BALCONY
CONC. ENC. DR.P.	- CONCRETE ENCLOSURE FOR COMMON DRAINAGE PIPE
ELECT.	- ELECTRICAL ROOM / DUCT
E.M.C.	- ELECTRICAL METER CABINET
ELV.	- EXTRA LOW VOLTAGE ROOM
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
P.F. EXT. WALL	- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
P.L.	- PROTECTED LOBBY
R.S.M.R.R.	- REFUSE STORAGE & MATERIAL RECOVERY ROOM
U.P.	- UTILITY PLATFORM
W.M.C.	- WATER METER CABINET

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

DRAWING TITLE
TOWER 3 - 5/F

DRAWING NO
DMC-25

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- RESIDENTIAL COMMON AREAS
- BAL. — BALCONY
- U.P. — UTILITY PLATFORM

ABBREVIATIONS:

A/C PL.	- AIR-CONDITIONING PLATFORM PLINTH
A/C P.	- AIR-CONDITIONING PLATFORM
A.D.	- AIR DUCT
A.F.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
BAL .	- BALCONY
ELECT.	- ELECTRICAL ROOM / DUCT
E.M.C.	- ELECTRICAL METER CABINET
ELV. ROOM	- EXTRA LOW VOLTAGE ROOM
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
P.F. EXT. WALL	- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
P.L.	- PROTECTED LOBBY
R.S.M.R.R.	- REFUSE STORAGE & MATERIAL RECOVERY ROOM
U.P.	- UTILITY PLATFORM
W.M.C.	- WATER METER CABINET

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

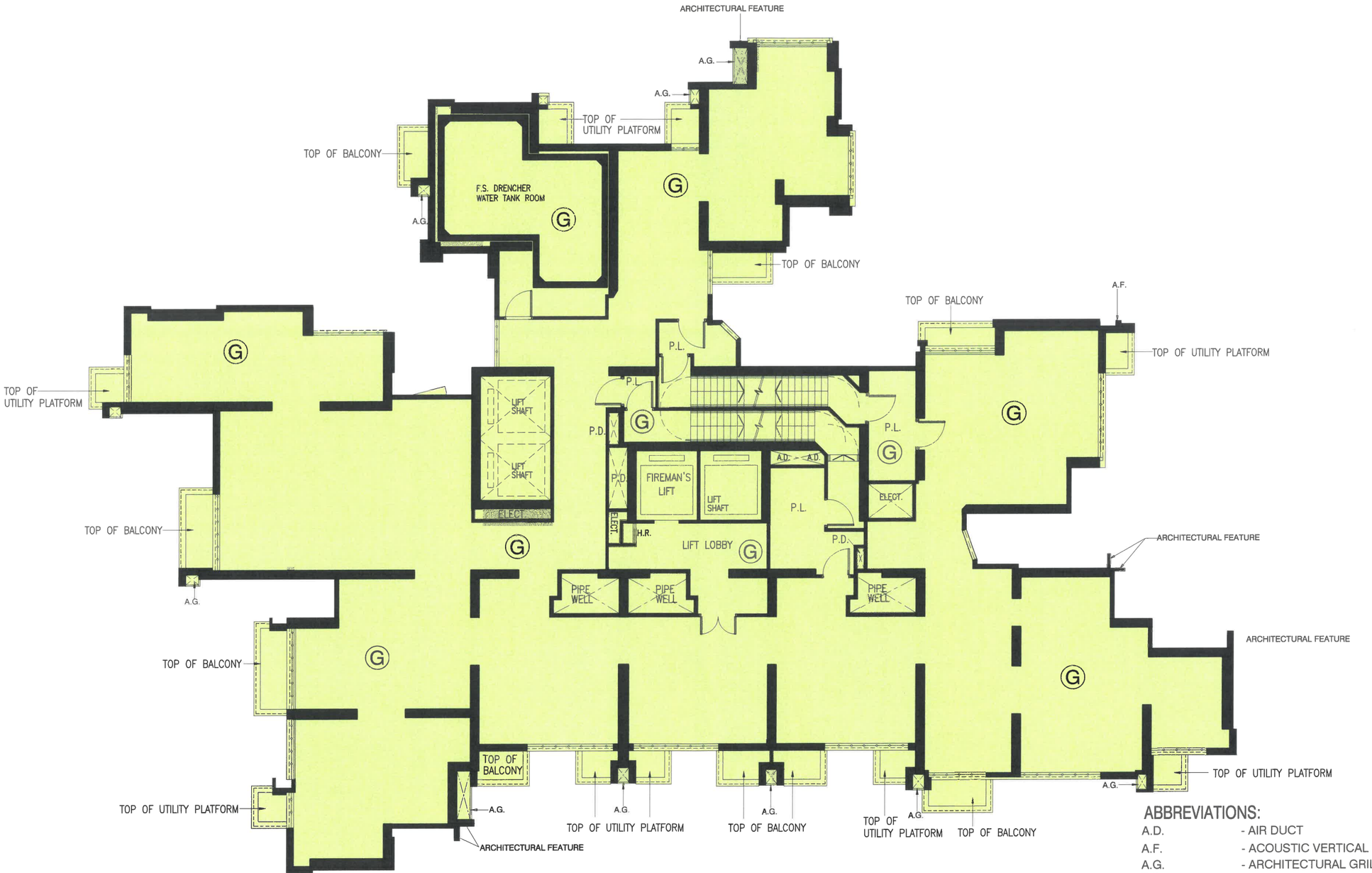
DRAWING TITLE

TOWER 3 - TYPICAL FLOOR PLAN
6/F TO 23/F & 26/F TO 49/F
(13/F, 14/F, 24/F, 34/F & 44/F EXCLUDED)

DRAWING NO	DATE
DMC-26	MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

G RESIDENTIAL COMMON AREAS

ABBREVIATIONS:

A.D.	- AIR DUCT
A.F.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
F.S.	- FIRE SERVICES
ELECT.	- ELECTRICAL ROOM / DUCT
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
P.L.	- PROTECTED LOBBY
P.F. EXT. WALL	- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
W.M.C.	- WATER METER CABINET

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

DRAWING TITLE
TOWER 3 - REFUGE FLOOR PLAN (25/F)

DRAWING NO
DMC-27

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- G — RESIDENTIAL COMMON AREAS
- BAL. — BALCONY
- U.P. — UTILITY PLATFORM

ABBREVIATIONS:

A/C PL.	- AIR-CONDITIONING PLATFORM PLINTH
A/C P.	- AIR-CONDITIONING PLATFORM
A.D.	- AIR DUCT
A.F.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
BAL .	- BALCONY
ELECT.	- ELECTRICAL ROOM / DUCT
E.M.C.	- ELECTRICAL METER CABINET
ELV.	- EXTRA LOW VOLTAGE ROOM
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
P.F. EXT. WALL	- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
P.L.	- PROTECTED LOBBY
R.S.M.R.R.	- REFUSE STORAGE & MATERIAL RECOVERY ROOM
U.P.	- UTILITY PLATFORM
W.M.C.	- WATER METER CABINET

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

DRAWING TITLE
TOWER 3 - 50/F

DRAWING NO
DMC-28

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- G — RESIDENTIAL COMMON AREAS
- BAL. — BALCONY
- U.P. — UTILITY PLATFORM

ABBREVIATIONS:

A/C PL.	- AIR-CONDITIONING PLATFORM PLINTH
A/C P.	- AIR-CONDITIONING PLATFORM
A.D.	- AIR DUCT
A.F.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
BAL .	- BALCONY
ELECT.	- ELECTRICAL ROOM / DUCT
E.M.C.	- ELECTRICAL METER CABINET
ELV	- EXTRA LOW VOLTAGE ROOM
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
P.F. EXT. WALL	- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
P.L.	- PROTECTED LOBBY
R.S.M.R.R.	- REFUSE STORAGE & MATERIAL RECOVERY ROOM
U.P.	- UTILITY PLATFORM
W.M.C.	- WATER METER CABINET

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

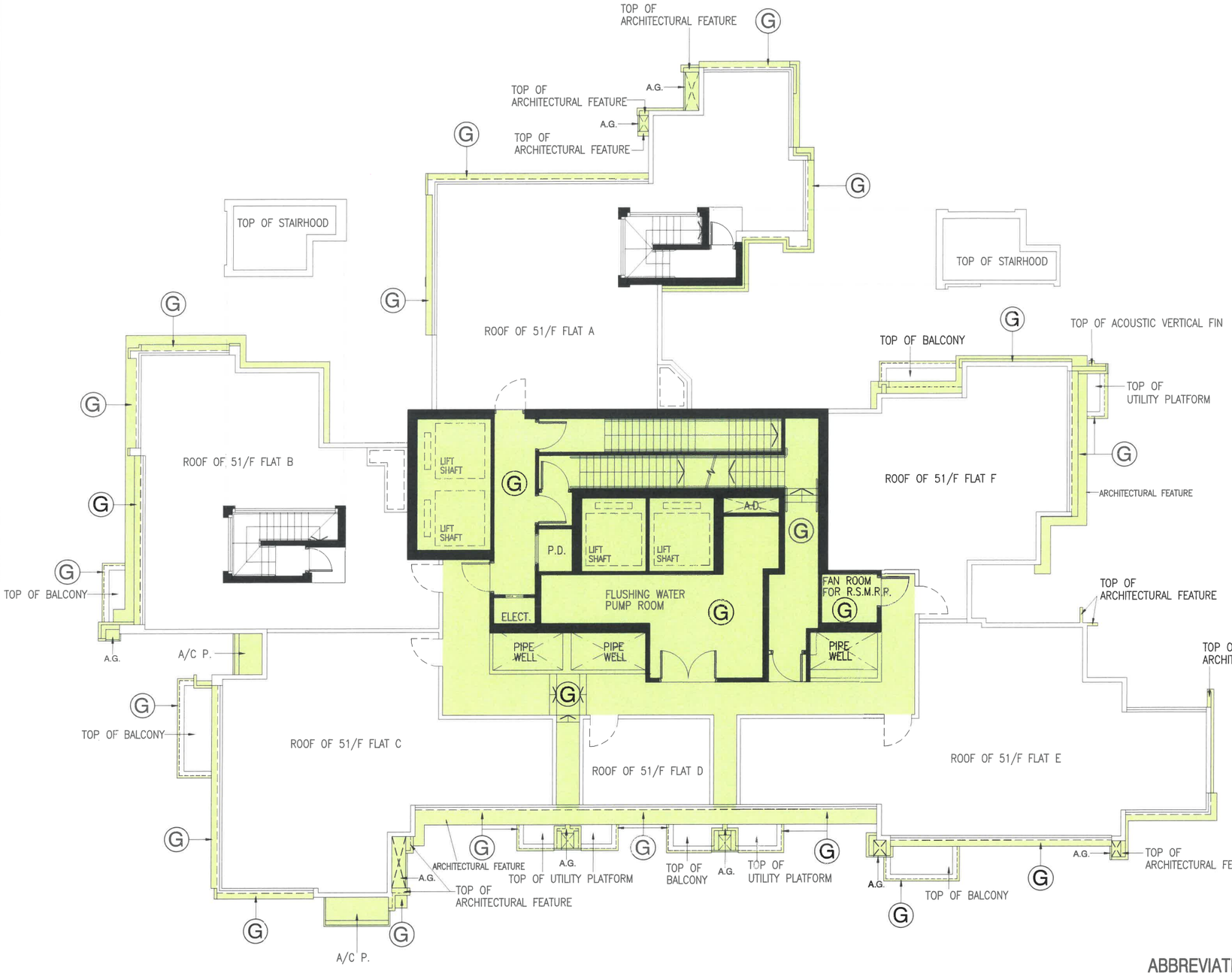
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TOWER 3 - 51/F

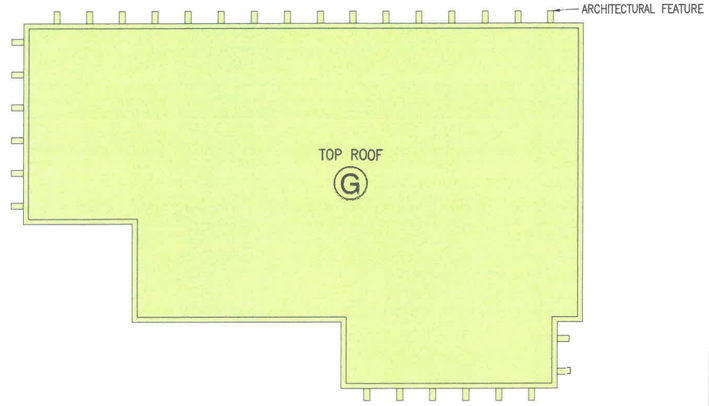
DRAWING NO
DMC-29

DATE
MAR 2023

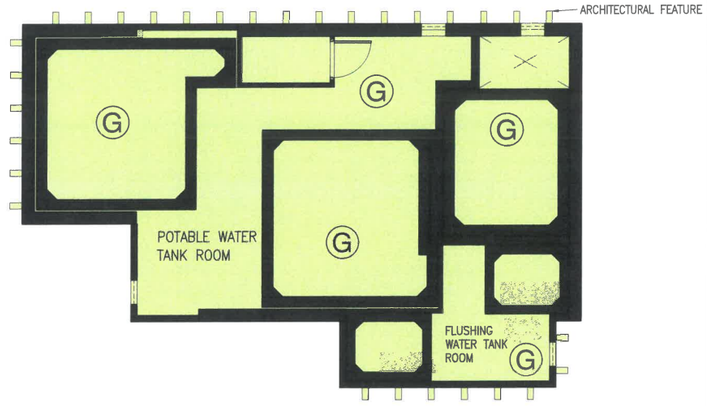
I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)

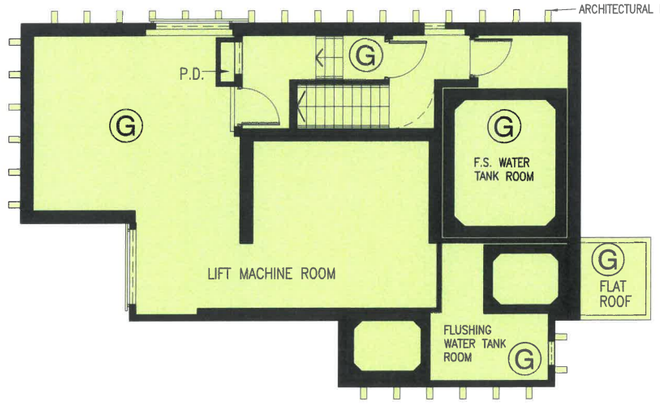




TOP ROOF PLAN



M & E FLOOR PLAN AT LEVEL 170.45



M & E FLOOR PLAN AT LEVEL 167.25

LEGEND:

G RESIDENTIAL COMMON AREAS

ABBREVIATIONS:

A.D.	- AIR DUCT
A/C P.	- AIR-CONDITIONING PLATFORM
A.G.	- ARCHITECTURAL GRILLES
ELECT.	- ELECTRICAL ROOM / DUCT
F.S.	- FIRE SERVICES
P.D.	- PIPE DUCT

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

DRAWING TITLE
TOWER 3 - ROOF PLAN

DRAWING NO
DMC-30

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- (G) RESIDENTIAL COMMON AREAS
- U.P. UTILITY PLATFORM

ABBREVIATIONS:

A/C P.	- AIR-CONDITIONING PLATFORM
A.D.	- AIR DUCT
A.F.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
AW.DR.P.	- ACCESS AND WORKING PLACE FOR DRAINAGE PIPE
BAL .	- BALCONY
CONC. ENC. DR.P.	- CONCRETE ENCLOSURE FOR COMMON DRAINAGE PIPE
ELECT.	- ELECTRICAL ROOM / DUCT
E.M.C.	- ELECTRICAL METER CABINET
ELV. ROOM	- EXTRA LOW VOLTAGE ROOM
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
P.F. EXT. WALL	- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
P.L.	- PROTECTED LOBBY
R.S.M.R.R.	- REFUSE STORAGE & MATERIAL RECOVERY ROOM
U.P.	- UTILITY PLATFORM
W.M.C.	- WATER METER CABINET

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

DRAWING TITLE
TOWER 5 - 5/F

DRAWING NO
DMC-31

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- (G) RESIDENTIAL COMMON AREAS
- BAL. BALCONY
- U.P. UTILITY PLATFORM

ABBREVIATIONS:

A/C P.	- AIR-CONDITIONING PLATFORM
A.D.	- AIR DUCT
A.F.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
BAL .	- BALCONY
ELECT.	- ELECTRICAL ROOM / DUCT
E.M.C.	- ELECTRICAL METER CABINET
ELV. ROOM	- EXTRA LOW VOLTAGE ROOM / DUCT
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
P.F. EXT. WALL	- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
P.L.	- PROTECTED LOBBY
R.S.M.R.R.	- REFUSE STORAGE & MATERIAL RECOVERY ROOM
U.P.	- UTILITY PLATFORM
W.M.C.	- WATER METER CABINET

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1" 3 5 10m

DRAWING TITLE
TOWER 5 - TYPICAL FLOOR PLAN
6/F TO 23/F & 26/F TO 49/F
(13/F, 14/F, 24/F, 34/F & 44/F EXCLUDED)

DRAWING NO
DMC-32

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

G RESIDENTIAL COMMON AREAS

ABBREVIATIONS:

A.D.	- AIR DUCT
A.F.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
ELECT.	- ELECTRICAL ROOM / DUCT
ELV. DUCT	- EXTRA LOW VOLTAGE DUCT
F.S.	- FIRE SERVICES
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
P.L.	- PROTECTED LOBBY
P.F. EXT. WALL	- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

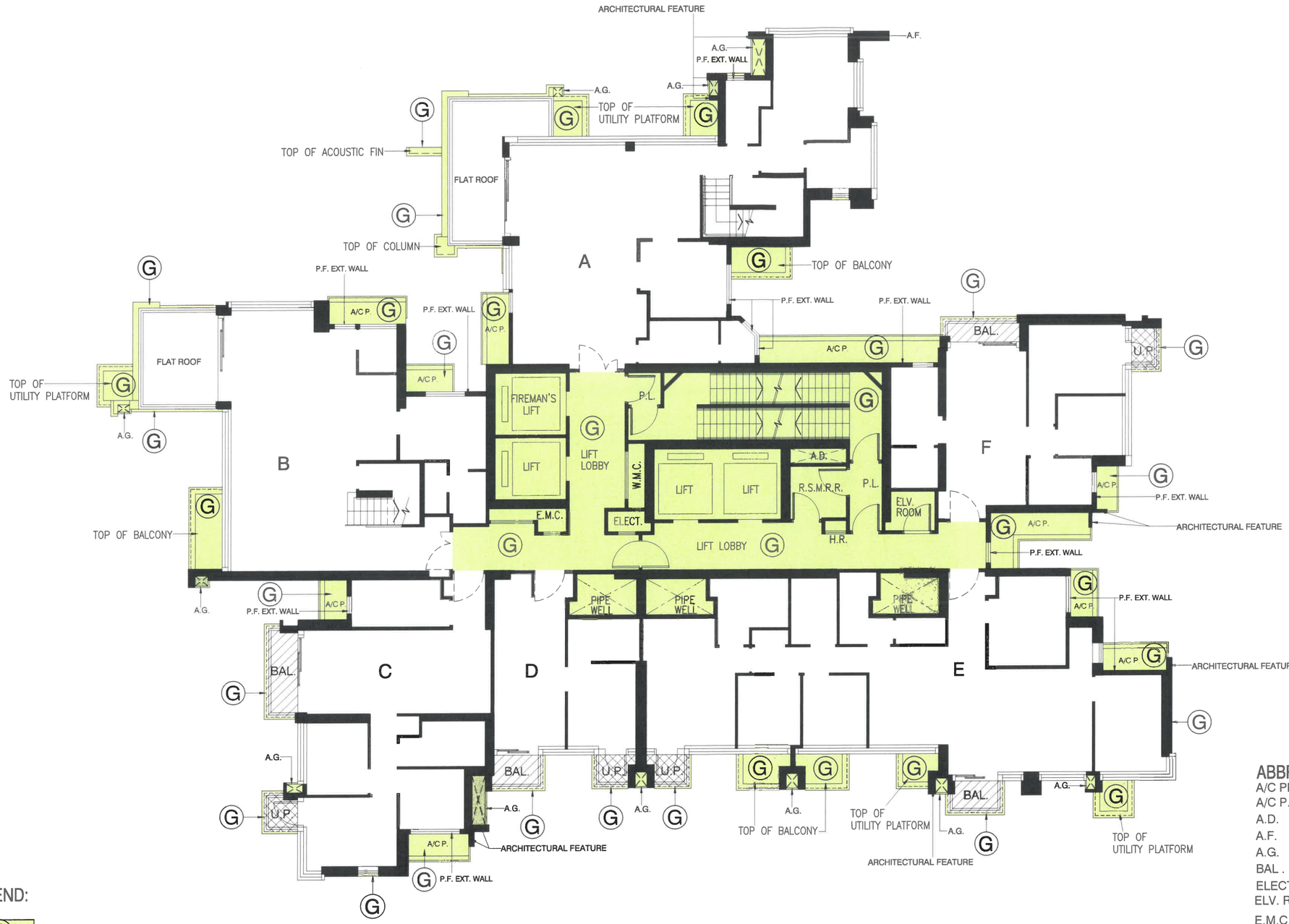
DRAWING TITLE
TOWER 5 - REFUGE FLOOR PLAN (25/F)

DRAWING NO
DMC-33

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- RESIDENTIAL COMMON AREAS
- BALCONY
- UTILITY PLATFORM

ABBREVIATIONS:

A/C PL.	- AIR-CONDITIONING PLINTH
A/C P.	- AIR-CONDITIONING PLATFORM
A.D.	- AIR DUCT
A.F.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
BAL .	- BALCONY
ELECT.	- ELECTRICAL ROOM / DUCT
ELV. ROOM	- EXTRA LOW VOLTAGE ROOM
E.M.C.	- ELECTRICAL METER CABINET
ELV.	- EXTRA LOW VOLTAGE ROOM / DUCT
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
P.F. EXT. WALL	- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
P.L.	- PROTECTED LOBBY
R.S.M.R.R.	- REFUSE STORAGE & MATERIAL RECOVERY ROOM
U.P.	- UTILITY PLATFORM
W.M.C.	- WATER METER CABINET

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

DRAWING TITLE
TOWER 5 - 50/F

DRAWING NO
DMC-34

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)



LEGEND:

- G — RESIDENTIAL COMMON AREAS
- BAL. — BALCONY
- U.P. — UTILITY PLATFORM

ABBREVIATIONS:

A/C PL.	- AIR-CONDITIONING PLINTH
A/C P.	- AIR-CONDITIONING PLATFORM
A.D.	- AIR DUCT
A.G.	- ACOUSTIC VERTICAL FINS
A.G.	- ARCHITECTURAL GRILLES
BAL .	- BALCONY
ELECT.	- ELECTRICAL ROOM / DUCT
E.M.C.	- ELECTRICAL METER CABINET
ELV. ROOM	- EXTRA LOW VOLTAGE ROOM
H.R.	- HOSE REEL
P.D.	- PIPE DUCT
P.F. EXT. WALL	- NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
P.L.	- PROTECTED LOBBY
R.S.M.R.R.	- REFUSE STORAGE & MATERIAL RECOVERY ROOM
U.P.	- UTILITY PLATFORM
W.M.C.	- WATER METER CABINET

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

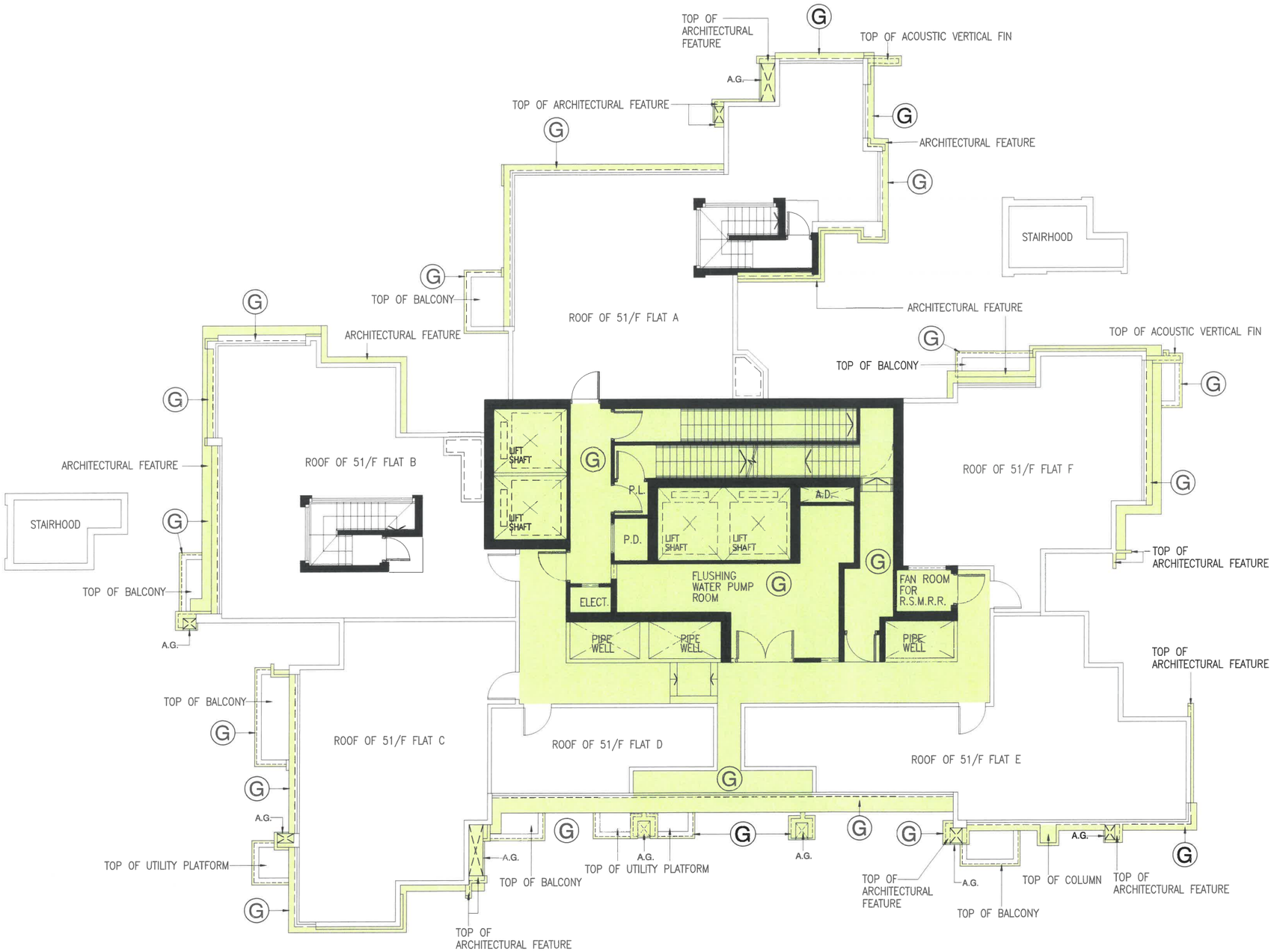
DRAWING TITLE
TOWER 5 - 51/F

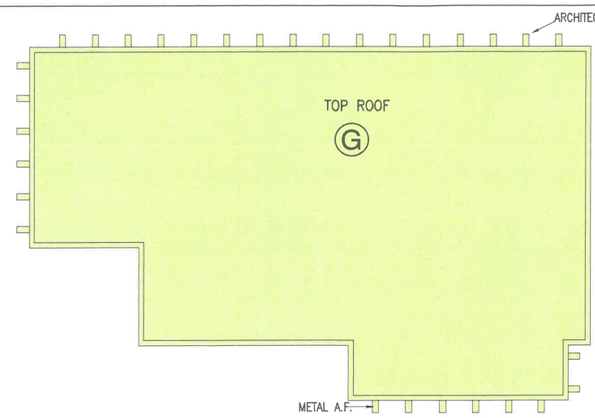
DRAWING NO
DMC-35

DATE
MAR 2023

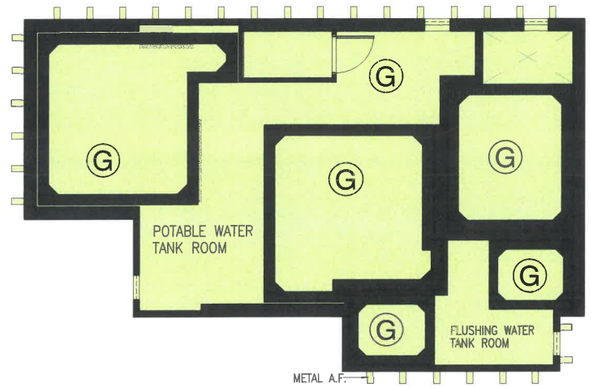
I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)

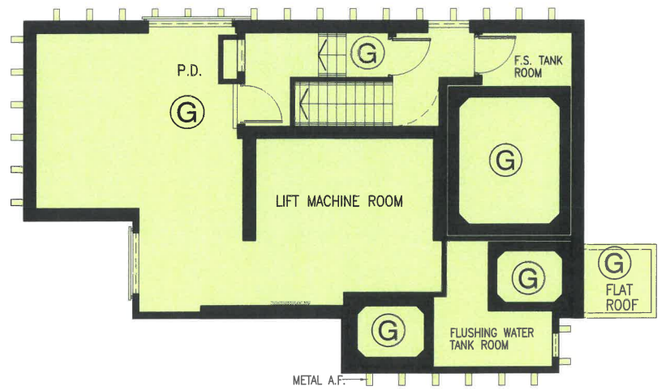




TOP ROOF PLAN



M & E FLOOR PLAN AT LEVEL 170.45



M & E FLOOR PLAN AT LEVEL 167.25

ABBREVIATIONS:

A.D.	- AIR DUCT
A.G.	- ARCHITECTURAL GRILLES
ELECT.	- ELECTRICAL ROOM / DUCT
F.S.	- FIRE SERVICES
P.D.	- PIPE DUCT
P.L.	- PROTECTED LOBBY
A/C P.	- AIR-CONDITIOING PLATFORM
R.S.M.R.R.	- REFUSE STORAGE & MATERIAL RECOVERY ROOM

LEGEND:

RESIDENTIAL COMMON AREAS

PROPOSED REDEVELOPMENT AT NO. 1 AU PUI WAN STREET, FO TAN, THE REMAINING PORTION OF SHA TIN TOWN LOT NO.576 , HONG KONG

0 1 3 5 10m

DRAWING TITLE
TOWER 5 - ROOF PLAN

DRAWING NO
DMC-36

DATE
MAR 2023

I hereby certify the accuracy of this plan.

WONG MING YIM
Authorized Person (Architect)