

Dated 29th November 2018

NAM CHEONG PROPERTY DEVELOPMENT LIMITED
(南昌物業發展有限公司)
as the First owner

and

KOWLOON-CANTON RAILWAY CORPORATION
九廣鐵路公司
as Owner of the KCR Portion

and

MTR CORPORATION LIMITED
香港鐵路有限公司
as Owner of the MTR Portion

and

as the First Purchaser

and

MTR CORPORATION LIMITED
香港鐵路有限公司
as the Manager

PRINCIPAL DEED OF MUTUAL COVENANT

and

MANAGEMENT AGREEMENT

in respect of

New Kowloon Inland Lot No.6333

Deacons

5th Floor

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註冊摘要編號 Memorial No.:
18121401880027

本文書於2018年12月14日在土地註冊處
以上述註冊摘要編號註冊。

This instrument was registered in the
Land Registry by the above Memorial
No. on 14 December 2018.

土地註冊處處長
Land Registrar

PRINCIPAL DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT

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SECTION A

PARTIES AND RECITALS

Date

THIS DEED is made the 29th day of November 2018.

Parties

BETWEEN

(1) **NAM CHEONG PROPERTY DEVELOPMENT LIMITED** (南昌物業發展有限公司) whose registered office is situate at 6th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong (the “**First Owner**” which expression shall where the context so admits include its successors and assigns);

(2) **KOWLOON-CANTON RAILWAY CORPORATION** 九廣鐵路公司, a corporation established pursuant to the Kowloon-Canton Railway Corporation Ordinance (Chapter 372 of the Laws of Hong Kong Special Administrative Region) having its principal office at 8/F., Fo Tan Railway House, 9 Lok King Street, Fo Tan, New Territories, Hong Kong (“**KCRC**” which expression shall where the context so admits include its successors and assigns);

(3) **MTR CORPORATION LIMITED** 香港鐵路有限公司, a company incorporated in Hong Kong under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong Special Administrative Region) whose registered office is situate at MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong (“**MTRCL**” which expression shall where the context so admits include its successors and assigns);

(4) _____ of Cullinan West of Phase 2A of Cullinan West Development, Kowloon, Hong Kong (the “**First Purchaser**” which expression shall where the context so permits include its executors, administrators, successors and assigns); and

(5) **MTR CORPORATION LIMITED** 香港鐵路有限公司, a company incorporated in Hong Kong under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong Special Administrative Region) whose registered office is situate at MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong (the “**Manager**” which expression shall where the context so admits include its successors).

Recitals

WHEREAS :-

Title	1. Prior to the assignment to the First Owner, MTRCL and the First Purchaser respectively referred to in Recitals 4, 5 and 6 below the Land was held by KCRC for the residue of the term created by the Government Grant.
Development	2. The First Owner is in the course of constructing the Estate upon the Land.
Allocation of Shares	3. (a) Pursuant to Special Conditions Nos.(6)(a) and (29)(a) of the Government Grant and by virtue of a Deed Poll registered at the Land Registry by Memorial No.12021700880010 as supplemented by a Supplemental Deed Poll registered at the Land Registry by Memorial No.17031401970014, the Land has been notionally divided into 2,820,654 equal undivided shares of which 413,820 have been sub-allocated to the Station Complex and the remaining 2,406,834 have been sub-allocated to various parts of the Development (other than the Station Complex) as set out in the First Schedule hereto. (b) KCRC as the then owner of the Station Complex has further sub-allocated the said 413,820 equal undivided shares to the KCR Portion and the MTR Portion (which form the Station Complex).
Assignment of the Non-Railway Portion	4. By virtue of an Assignment dated 31 st January 2012 registered at the Land Registry by Memorial No.12022201880025 and re-registered by Memorial No.12051801110027 made between KCRC of the one part and the First Owner of the other part as confirmed by a Confirmatory Assignment registered at the Land Registry by Memorial No.17031401970029 and re-registered by Memorial No.17120502260187, all those 2,406,834 equal undivided 2,820,654 th parts or shares of and in the Land comprising the Development (other than the Station Complex) were assigned by KCRC to the First Owner (the “ Non-Railway Portion Assignment ”).
Assignment of MTR Portion	5. Pursuant to Special Condition No.(27) of the Government Grant and by virtue of an Assignment dated 31 st January 2012 registered at the Land Registry by Memorial No.12022201880012 and re-registered by Memorial No.12051801110017 made between KCRC of the one part and MTRCL of the other part as confirmed by a Confirmatory Assignment registered at the Land Registry by Memorial No.17031401970034 and re-registered by Memorial No.17120502260195, all those 170,070 equal undivided 2,820,654 th parts or shares of and in the Land comprising the MTR Portion were assigned by KCRC to MTRCL (the “ MTR Portion Assignment ”).
Assignment of First Assigned Premises	6. By an Assignment bearing even date herewith executed immediately prior to this Deed and made between the First Owner of the one part and the First Purchaser of the other part, the First Assigned Premises was assigned to the First Purchaser by the First Owner (the “ Assignment ”).

Purpose of Deed

7. The parties hereto have agreed to enter into this Deed for the purposes of :-

- (a) defining and regulating the rights, interests and obligations of themselves and all subsequent Owners in respect of the Land and the Development;
- (b) making provisions for the management of the Land and the Development; and
- (c) appointing MTR Corporation Limited 香港鐵路有限公司 as the Manager to exercise the powers and perform the duties on its part for the periods and on the terms and conditions herein contained.

Approval

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

OPERATIVE PARTS

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

SECTION B

DEFINITIONS

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

- “24-hour Walkway”** means the 24-hour pedestrian walkway comprising such escalators, passenger lifts, staircases, ramps and such other structures as may be approved or required by the Director constructed or to be constructed within the Land so as to link up the Station Complex, the Pedestrian Subway, the Proposed Footbridges, the Covered Footbridge, the ground level of the Land and the footpaths at street level adjacent to the Land in accordance with Special Condition No.(34)(d) of the Government Grant and forms part of the Commercial Accommodation;
- “Approved Plans”** means the building plans for the Estate approved by the Building Authority under reference No.BD BD2/7870/98(P)(Pt.X) as from time to time amended, modified or substituted;
- “Balcony”** means each of the balconies forming part of a Residential Unit and for the avoidance of doubt includes the glass and metal balustrades and other materials enclosing the balcony, the handrails and slabs thereof and the plaster and the finishes of the ceiling of the balcony and the lamp(s) and other fixtures (including but not limited to any suspended ceiling) (if any) at the balcony but excluding pipe duct coverings;
- “Building Management Ordinance”** means the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong Special Administrative Region) as amended and varied from time to time;
- “Building Rules”** means the Building Rules prescribed for the time being pursuant to Section K of this Deed as varied or modified from time to time;
- “Building Set Back Area”** means that part of the Land referred to in Special Condition No.(17)(h)(i) of the Government Grant and shown coloured pink double hatched black on Plan Ic annexed to the Government Grant;
- “Car Park”** means those parts of the Estate constructed for the purpose of the parking, loading and unloading of motor vehicles and motor cycles excluding any part of the Commercial Accommodation;
- “Car Parking Space”** means a Unit situate in the Car Park and designated for the parking of motor vehicles or motor cycles licensed under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong Special Administrative Region), and regulation made thereunder and any amending legislation, and belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees, which expression shall include a Car Parking Space for parking of motor vehicles by disabled

persons as defined under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong Special Administrative Region) but, for the avoidance of doubt, exclude any car parking space in the Commercial Accommodation forming part of the Commercial Accommodation;

- “Club House”** means such part of the Private Recreational Areas and Facilities constructed or to be constructed in accordance with the Approved Plans for use by residents of the Residential Development and their bona fide visitors as a club house from time to time;
- “Club Rules”** means the rules and regulations including any payment or charge as may be imposed made revoked or amended by the Manager in consultation with the Development Owners’ Committee (if any) from time to time relating to the Club House and the use management operation and maintenance of the Club House;
- “Commercial Accommodation”** means and includes those parts of the Estate constructed or to be constructed in accordance with the Approved Plans for commercial or retail use (including the Kindergarten) and the external walls thereof, the external wall of the Development as shown coloured Indigo on the Elevation Plan No.1, Elevation Plan No.2 and Elevation Plan No.3 annexed hereto the spaces for parking of motor vehicles and motor cycles belonging to the occupiers and their bona-fide guests, visitors or invitees of the Commercial Accommodation, all the slabs of the said parts of the Estate above the upper boundary of the Station Complex including all the slabs above the water-proofing slab and system and associated protection immediately above, and all utilities, services, trenches, pits and facilities which serve the Commercial Accommodation or any part thereof, as well as all the finishes of the Commercial Accommodation, the movement joints therein and its associated protection thereof, refuse collection room and the loading and unloading spaces designated for use by the Commercial Accommodation, the associated driveway and circulation areas, the Private Open Space for Public Use, parts of the Covered Footbridge, the 24-hour Walkway, the Pedestrian Walkway To Lay-By, the Lay-By, the Footbridge Links, the Footbridge Connections and Supports, parts of the Pedestrian Link and part of the external surface of the parapet wall of the podium and all plant rooms, areas and facilities relating thereto or exclusively serving the same but excluding those parts forming parts of the Residential Development, the Estate Common Areas, the Residential Common Areas or the Residential Car Park Common Areas and for the purpose of identification only as shown (where possible and capable of being shown) coloured Indigo on the plans annexed hereto;
- “Common Areas”** means (i) the Estate Common Areas, (ii) the Residential Common Areas, (iii) the Residential Car Park Common Areas and (iv) any common areas within the Estate (excluding the Commercial Accommodation) to be designated in any Sub-Deed of Mutual Covenant or Deed Poll by the First Owner (excluding its successors and assigns);
- “Common Services and Facilities”** means (i) the Estate Common Services and Facilities, (ii) the Residential Common Services and Facilities, (iii) the Residential Car Park Common Services and Facilities and (iv) any common services and facilities within the Estate (excluding

	Commercial Accommodation) to be designated in any Sub-Deed of Mutual Covenant or Deed Poll by the First Owner (excluding its successors and assigns);
“Covered Footbridge”	means the one single storey covered footbridge and such other structural supports and connections constructed or to be constructed in accordance with Special Condition No.(36)(a) of the Government Grant and part of which forms part of the Commercial Accommodation;
“Deed”	means this Principal Deed of Mutual Covenant and Management Agreement as amended or varied from time to time;
“Deed Poll”	means any such deed or deeds or supplemental deed or deeds made and to be made by the First Owner for the purpose of allocating Shares to any part of the Land and/or the Estate and/or allocating the Management Units to any Units as approved by the Director;
“Development”	means the entire development constructed or to be constructed upon the Land in Phases pursuant to the Government Grant and intended to be known as “Cullinan West Development (匯璽發展項目)” comprising the Station Complex, the Residential Development, the Commercial Accommodation, the Car Park, the Common Areas and the Common Services and Facilities;
“Development Owners’ Committee”	means the Development Owners’ Committee elected and appointed in accordance with the provisions of Clause 2 of Section G;
“Director”	means the Director of Lands from time to time;
“Estate”	means all parts of the Development other than the Station Complex;
“Estate Common Areas”	means those parts of the Estate which are intended for use by Owners of the Estate as a whole and not for the sole benefit of any Owner or group of Owners of the Estate including, but not limited to, the emergency vehicular access, driveways, run in and out, ramps, footpaths, staircases, landings, corridors and passages; pump rooms, transformer room, main switch room, electricity rooms, fire services control room, master water meter room, fuel tank rooms, street fire hydrant and sprinkler and fire services pump room, fan rooms, sprinkler control valve room, pipe ducts, emergency generator rooms, air duct shaft, parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate; all the slabs of the said parts of the Estate above the upper boundary of the Station Complex including all the slabs above the water-proofing (if any) slab and system and associated protection immediately above, and all utilities, services, trenches, pits and facilities which serve the Estate or any part thereof, as well as all the finishes of the Estate, the movement joints therein and its associated protection thereof, parts of the Pedestrian Link, management office, security room, caretakers’ quarters and all other communal areas within the Estate not used for the sole benefit of any Owner or group of Owners of the Estate (but excluding the Residential Common Areas, the Residential Car Park Common Areas, the common areas of the Commercial Accommodation and those areas

forming parts of other Common Areas as designated or to be designated in any Sub-Deed of Mutual Covenant or Deed Poll). The Estate Common Areas in Phase 2 are for the purpose of identification only as shown (where possible and capable of being shown) coloured Light Green and Light Green Circled Black on the plans annexed hereto and the Estate Common Areas in other Phases shall be identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Deed Poll to be executed in respect of such other Phases;

“Estate Common Services and Facilities”

means those services and facilities constructed or to be constructed in on or under the Development and which serve the Estate as a whole and not for the sole benefit of any Owner or group of Owners of the Estate including, but not limited to, sewers, gutters, drains, pipes and ducts; pumps, tanks ; wires, cables, electrical installations, fittings, equipment and apparatus; fire alarm, fire protection and fire-fighting systems, equipment and apparatus; street fire hydrant water tank, fire services tank, sprinkler water tank, security systems, equipment and apparatus; ventilation and air-conditioning plant and equipment; air-conditioners and fans and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the common use and benefit of the Estate as part of the amenities thereof and not for the sole benefit of any Owner or group of Owners of the Estate (but excluding the Residential Common Services and Facilities, the Residential Car Park Common Services and Facilities, the common services and facilities of the Commercial Accommodation and those services and facilities forming parts of other Common Services and Facilities designated or to be designated in any Sub-Deed of Mutual Covenant or Deed Poll);

“EV Facilities for Visitors’ Car Parking Spaces”

means all such facilities installed or to be installed within the Car Park for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong Special Administrative Region) parking at the visitors’ car parking spaces and such facilities shall include but not limited to such wires, cables, ducts, trunking, electric meters, base box, socket outlet, locks, covers and other security and/or protective devices, charging station, payment devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

“First Assigned Premises”

means all those estate right title benefit and interest of and in all those 1,220 equal undivided 2,820,654th parts or shares of and in the Land and the Development together with the sole and exclusive right to the use, occupation and enjoyment of Flat A on the 18th Floor of Tower 2(2A) of Cullinan West of Phase 2A of the Estate;

“First Public Road Reserved Area”

means the land occupied by the existing public road structures (hereinafter referred to as “the First Public Road”) including the air space of 6 metres above the road surface and the thickness of the road of 1 metre below the upper surface of the First Public Road as shown on Plan Ib in the areas shown coloured pink rippled black, pink cross-hatched green rippled black and pink circled black rippled black

on Plan Ia annexed to the Government Grant as referred to in Special Condition No.(7)(a)(i) of the Government Grant;

- “Fire Safety Management Plan”** means the fire safety management plan and measures relating to the Residential Units with open kitchen required to be implemented by the Buildings Department and any addition or variation thereto from time to time in accordance with the relevant requirement of the Buildings Department, the Fire Services Department and any other relevant Government authority;
- “Fitting Out Rules”** means any rules, regulations or procedures as the Manager may make, revise, amend or implement from time to time pursuant to Section K of this Deed for the fitting out, decoration and alteration of a Residential Unit;
- “Footbridge Connections and Supports”** means such connections, supports, columns, openings and landings constructed or to be constructed as the Director may require and approve to connect the Proposed Footbridges and the Land and the Development in accordance with Special Condition No.(35)(b)(i) and forms part of the Commercial Accommodation;
- “Footbridge Links”** means the pedestrian ways and paths (including two lifts and two covered staircases) constructed or to be constructed in accordance with Special Condition Nos.(35)(a)(i) and (ii) of the Government Grant for the purposes of linking the Land and the Development to the Proposed Footbridges and to the footpaths at street level adjacent to the Land and forms part of the Commercial Accommodation;
- “Government”** means the Government of the Hong Kong Special Administrative Region;
- “Government Grant”** means the Agreement and Conditions of Exchange dated 31st January 2012 and registered in the Land Registry as Conditions of Exchange No.20158 as varied or modified by a modification letter dated 29th June 2016 and registered in the Land Registry by Memorial No.16071902030037 and as further varied or modified from time to time;
- “Highway Reserved Area”** means the land and airspace in the areas referred to in Special Condition No.(9)(a) of the Government Grant shown coloured pink crossed black and pink circled black crossed black on Plan Ia annexed to the Government Grant for the purpose of the existing West Kowloon Highway (“**the West Kowloon Highway**”);
- “Insured Risks”** means loss or damage by or in consequence of fire, earthquake, landslip, subterranean fire; bursting or overflowing of water tanks, apparatus or pipes; riot or civil commotion, strikes, labour or political disturbances; the action of malicious persons; explosion (including explosion of boilers and other heating or ventilation apparatus); lightning, thunderbolt, storm, tempest, typhoon, floods; impact by any road vehicle, aircraft or other aerial device or articles dropped therefrom; accidental damage to underground pipes and cables; and such other risks as the Manager in its sole discretion may from time to time decide;

“KCR Portion”	means the Station Complex (but excluding the MTR Portion) for the operation of the West Rail;
“Kindergarten”	means the kindergarten cum child care centre with spaces for parking of motor vehicles for the kindergarten cum child care centre constructed or to be constructed within the Land and the Development in accordance with the Approved Plans pursuant to Special Condition Nos.(23)(a) and (b) of the Government Grant and forms part of the Commercial Accommodation;
“Land”	means the land registered at the Land Registry as New Kowloon Inland Lot No.6333;
“Lay-By”	means the lay-by provided or to be provided at the ground level of the Land in accordance with Special Condition No.(49)(a) for the picking up and setting down of passengers from motor vehicles (including taxis) and forms part of the Commercial Accommodation;
“maintain”	means repair, uphold, support, rebuild, renew, upgrade, renovate, overhaul, pave, purge, scour, cleanse, empty, amend, keep, tend, replace, decorate and paint or such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and “maintenance” shall be construed accordingly;
“Maintenance Manual for the Works and Installations”	means the maintenance manual for the Works and Installations as mentioned in Clause 12 of Section L of this Deed as may from time to time be amended or revised in accordance with the provisions of this Deed;
“management”	means all or any of the activities normally associated with management including without limitation operation, servicing, cleaning, enhancement, maintenance, repair, renovation, decoration, improvement, replacement, security, insurance and all duties and obligations to be performed and observed by the Grantee (as defined under the Government Grant) of the Land in relation to the Estate (other than the Units) or any area outside the boundary of the Land pursuant to or under the Government Grant (other than those duties and obligations required to be performed and observed by KCRC as the original grantee of the Land only excluding its assigns under the Government Grant) and all duties and obligations to be performed and observed by the Manager as herein provided and “manage” shall be construed accordingly;
“Management Charges”	means the monthly charges and other costs, charges, expenses and contributions calculated in accordance with the provisions of Section J of this Deed;
“Management Units”	means the management units attributable to the Units as set out in Part II of the First Schedule or as further set out in any Sub-Deed of Mutual Covenant or Deed Poll;
“Manager”	means as the context requires :- (i) MTR Corporation Limited 香港鐵路有限公司; or

- (ii) such other person, firm or company as may be appointed by the Owners pursuant to Section H of this Deed;

“Manager’s Remuneration”	means the Manager’s remuneration calculated in accordance with Clause 4 of Section H of this Deed and forming part of the Management Charges;
“Mass Transit Railway”	means the Mass Transit Railway as defined in Section 2 of Mass Transit Railway Ordinance (Chapter 556 of the Laws of Hong Kong Special Administrative Region);
“Motor Cycle Parking Space”	means a Unit situate in the Car Park and designated for the parking of motor cycles licensed under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong Special Administrative Region), and regulation made thereunder and any amending legislation belonging to the Owners of Residential Units and their bona fide guests, visitors or invitees;
“MTR Portion”	means the portion of Station Complex assigned by KCRC to MTRCL under the MTR Portion Assignment;
“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 setback from traffic noise source, the use of maintenance windows and acoustic fins, the provision of vertical noise barriers, solid parapet walls along podium boundary and solid parapet acoustic balconies (having depth of over 1 meter and use of acoustic absorptive materials at the ceiling), the provision of single frame double pane gasketed window and air conditioning system designed for noise mitigation purpose and, for the purpose of identification, as shown on the plans annexed hereto;
“Non-common EV Facilities”	means all such facilities installed or to be installed within the Car Park for serving any of the Car Parking Spaces exclusively for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong Special Administrative Region) parking at such Car Parking Spaces; such facilities shall include but not limited to such wires, cables, ducts, trunking, electric meter, base box, socket outlets, locks, covers and such other security and/or protective devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;
“Non-enclosed Areas”	means the Balcony and the Utility Platform respectively forming part of a Residential Unit and the covered area underneath the Balcony and the Utility Platform; and as regards those Residential Units in Phase 2 with Balcony and Utility Platform, the locations of the Balconies and the Utility Platforms are for identification purpose only marked “BAL.” and “U.P.” respectively on the plans annexed hereto;

“Occupation Permit”	means any occupation permit (whether temporary or otherwise) issued by the Building Authority in respect of the Estate or any part of the Estate;
“Owner”	means the person in whom for the time being any Share is vested and who is registered as the owner of such Share at the Land Registry (collectively the “Owners”) and every joint tenant or tenant in common of any such Share and where any such Share has been assigned or charged by way of mortgage or charge the word “Owner” shall include both mortgagor and registered mortgagee or chargee in possession of such Share or any mortgagee or chargee who has foreclosed PROVIDED THAT, subject to the provisions of the mortgage or charge, the voting rights conferred on the Owner of such Share by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed such Share;
“Owners’ Corporation”	means an Owners’ Corporation in respect of the Development registered under Section 8 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong Special Administrative Region) as amended or varied from time to time or any legislation replacing the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong Special Administrative Region);
“Party Wall”	means an internal wall which divides two Units;
“Pedestrian Link”	means the segregated pedestrian ways or paths (together with such stairs, ramps, passenger lifts, lightings, ventilations, escalators and footbridge supports) constructed or to be constructed within the Land at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as may be approved by the Director in accordance with Special Condition No.(34)(a) of the Government Grant for the purpose of linking up each and every building erected on the Development and the Land in accordance with Special Condition No.(34)(b)(i) and all major facilities to be erected on or within the Land in accordance with Special Condition No.(34)(b)(ii) part of which forms part of the Residential Common Areas, part of which forms part of the Estate Common Areas and part of which forms part of the Commercial Accommodation;
“Pedestrian Subway”	means the existing subway structure or structures referred to in Special Condition No.(7)(a)(ii) within the Subway Reserved Area as shown on Plan Ib annexed to the Government Grant;
“Pedestrian Walkway To Lay-By”	means the pedestrian walkway provided or to be provided at the ground level of the Land in accordance with Special Condition No.(49)(b) so as to link up the Lay-By and the entrance of the Station Complex and forms part of the Commercial Accommodation;
“Phase”	means Phase 1 or a phase of the Estate in the context of the Estate being constructed in phases and to which Shares are allocated herein or pursuant to a Sub-Deed of Mutual Covenant;
“Phase 1”	means the Station Complex;

“Phase 2 ”	means Phase 2A and Phase 2B ;
“Phase 2A ”	means part of Phase 2 of the Estate consisting of (inter alia) Tower 1 (1A&1B), Tower 2 (2A&2B), Diamond Sky Mansion, Luna Sky Mansion, Star Sky Mansion, Sun Sky Mansion and Ocean Sky Mansion constructed on the podium of the Estate, part of the Car Park on Basement Level 1 and Basement Level 2 of the Estate (including 371 Car Parking Spaces), part of the Commercial Accommodation, part of the Private Recreational Areas and Facilities and such parts of the Common Areas and the Common Services and Facilities therein constructed in accordance with the Approved Plans and in respect of which consent to assign has been issued by the Director;
“Phase 2B”	means part of Phase 2 of the Estate consisting of (inter alia) part of the Commercial Accommodation and such parts of the Common Areas and the Common Services and Facilities therein constructed in accordance with the Approved Plans and in respect of which consent to assign has been issued by the Director;
“Private Open Space”	means the open space erected, constructed, provided and landscaped pursuant to Special Condition No.(42)(a)(i) of the Government Grant which, subject to Special Condition No.(42)(a)(iii) and (c), shall not be used for any purpose other than for recreational purposes for the use and enjoyment of the Land and the Development by the residents of the Development and their bona fide guests and visitors including the Private Open Space for Public Use;
“Private Open Space for Public Use”	means portion (not less than 1,000 square metres) of the Private Open Space on ground level landscaped as an open plaza for public use in accordance with Special Condition No.(42)(a)(iii) and forms part of the Commercial Accommodation;
“Private Recreational Areas and Facilities”	means the recreational areas and recreational facilities and facilities ancillary thereto (including but not limited to the Club House) as are approved by the Director pursuant to the provisions of Special Condition No.(19) of the Government Grant which now are or may at any time during the Term be provided for the common use and benefit of the residents of the Residential Development and their bona fide visitors;
“Proposed Footbridges”	means the footbridges which are proposed to be constructed as mentioned in Special Condition No.(35)(a)(i) and (ii) of the Government Grant;
“Railway Structures and Installations”	means all structures, facilities, systems, devices and/or installations relating to the Railways constructed, erected or installed in or to or within the Station Complex;
“Railways”	means:- (i) Tung Chung Line and Airport Express Line of the Mass Transit Railway; (ii) West Rail; and (iii) XRL
“Refuse Collection Point”	means the refuse collection point together with such ancillary facilities and such spaces for the parking, loading and unloading of refuse collection vehicles as may

be required or approved by the Director of Food and Environmental Hygiene constructed or to be constructed within the Land and the Development (excluding any refuse collection room within the Commercial Accommodation designated for the exclusive use of the Owner of the Commercial Accommodation and its tenants and licensees);

“Reserved Areas”

means the First Public Road Reserved Area, Subway Reserved Area, Second Public Road Reserved Area, Highway Reserved Area, XRL Reserved Area, Utility Reserved Area and Waterworks Reserve Areas;

**“Residential Car
Park Common
Areas”**

means those parts of the Car Park intended for the common use and benefit of the Owners, occupiers and licensees of the Car Parking Spaces designated for the parking of motor vehicles or motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees including, but not limited to, all accessory areas, circulation passages, void spaces, the movement joints therein and its associated protection thereof, entrances, ramps, driveways; and, in so far as they are capable of being shown on plans, the Residential Car Park Common Areas in Phase 2 are as shown for the purpose of identification only coloured Grey on the plans annexed hereto and the Residential Car Park Common Areas in other Phases shall be identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Deed Poll to be executed in respect of such other Phases;

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

means those services and facilities in on or under the Car Park and which serve the Car Parking Spaces designated for the parking of motor vehicles or motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees including, but not limited to, plant and machinery, electrical installations, fittings and equipment, barriers, guard houses, collection booths and water supply apparatus;

**“Residential
Common Areas”**

means those parts of the Residential Development intended for the common use and benefit of the Owners of the Residential Development and not for the sole benefit of any Owner of a Residential Unit, including but not limited to Noise Mitigation Measures (excluding those forming part or parts of a Residential Unit), Private Open Space (excluding Private Open Space for Public Use), Refuse Collection Point, owner’s committee office, refuse storage and material recovery chamber, refuse collection vehicle parking space, rain water recycling tank and pump room, emergency vehicular access, areas for installation or use of aerial broadcast distribution or telecommunications network facilities, transfer plates, residential entrance lobbies, shuttle lift lobbies, staircases, landings, walkways, covered pedestrian walkways, corridors and passages, refuge floors, communal podium gardens and greenery areas, acoustic fins, lift shafts, plant and equipment rooms podium deck, wider common corridors and lift lobbies of the Towers, refuse rooms, swimming pool filtration plant rooms, roofs and flat roofs, architectural features of the Towers and associated supporting beams and columns, air-conditioning platforms (including the grilles, if any, appertaining thereto), the external walls (including curtain walls or any part thereof (including the window frames, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of the curtain wall, the non-openable windows

therein or thereto and window frames, glass panels, cast-in anchors, gasket, window sealant and such other components of such non-openable windows but excluding all openable windows installed therein and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows)), non-structural prefabricated external wall, claddings, louvers, grilles and facades) of the Towers, parapet walls, structural walls and columns within or appertaining to the Residential Development, all the slabs of the said parts of the Residential Development above the upper boundary of the Station Complex including all the slabs above the water-proofing slab and system and associated protection immediately above, and all utilities, services, trenches, pits and facilities which serve the Residential Development or any part thereof, as well as all the finishes of the Residential Development, the movement joints therein and its associated protection thereof, the loading and unloading spaces for goods vehicles, Visitors' Car Parking Spaces, caretaker's counters, Private Recreational Areas and Facilities, fire services pump rooms, transformer rooms, switch rooms, primary air unit rooms, main telecommunication broadcast equipment rooms, telecommunication duct, emergency generator rooms, water pump rooms, fan rooms, chiller plant room, water meter cabinet room, air handling unit rooms, filtration plant rooms, pipe ducts, pipe duct coverings, cable ducts, air duct shaft, mail boxes, canopy, lawns, water features, planters, footpaths, open spaces; parts of the Pedestrian Link; and other areas designated for the benefit of the Residential Development but excluding anything contained in the Estate Common Areas and the Residential Car Park Common Areas; the Residential Common Areas in Phase 2 are for the purpose of identification only as shown (where possible or capable of being shown) coloured Red on the plans annexed hereto and the Residential Common Areas in other Phases shall be identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Deed Poll to be executed in respect of such other Phases;

**“Residential
Common Services
and Facilities”**

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

**“Residential
Development”**

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

“Residential Unit”

means a Unit in the Residential Development;

“Schedule of Works and Installations”	means a schedule of the Works and Installations which include but not limited to the items as set out in the Fourth Schedule hereto and as may from time to time be amended or revised in accordance with the provisions of this Deed;
“Second Public Road Reserved Area”	means the land and air space in the areas referred to in Special Condition No.(8)(a) of the Government Grant as shown coloured pink edged green and marked “AREA A” on Plan Ia and coloured pink edged green and marked “AREA B” on Plan Ia annexed to the Government Grant for the purpose of a public road (“ the Second Public Road ”);
“Shares”	means the 2,820,654 equal undivided shares of and in the Land and the Development, each a “ Share ”;
“Slope and Retaining Structures”	means all slopes, slope treatment works, retaining walls, supports, foundations, drainage works and other structures within or outside the Land, if any, the maintenance of which is the liability of the Owners under the Government Grant or this Deed;
“Slope Maintenance Manual”	means the maintenance manual for the Slope and Retaining Structures (if any) prepared in accordance with “Geoguide 5 – Guide to Slope Maintenance” issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and approved by the relevant government departments;
“Special Fund”	means the Special Fund established pursuant to Clause 2(a) of Section J of this Deed;
“Station Complex”	means the railway station within the Development known at the date hereof as “Nam Cheong Station” which comprise of the KCR Portion and the MTR Portion under Special Condition No.(24)(a) of the Government Grant and, for the avoidance of doubt, the lowest slab at the ceiling (including the water-proofing slab and system and associated protection immediately above) of the KCR Portion and the MTR Portion situated under the Estate or any part thereof shall form the upper boundary and parts of the Station Complex, and all foundations, columns, beams and other structural parts of the KCR Portion and the MTR Portion located below the said upper boundary of the Station Complex whether or not such foundations, columns, beams and structural parts support the Estate or any part thereof shall form parts of the Station Complex. For further avoidance of doubts, the following shall fall outside the boundary of the Station Complex and shall not form part of the Station Complex: all the slabs above the said upper boundary of the Station Complex including all the slabs above the said water-proofing slab and system and associated protection immediately above, and all utilities, services, trenches, pits and facilities which serve the Estate or any part thereof, as well as all the finishes of the Estate;
“Sub-Deed of Mutual Covenant”	means any such sub-deed of mutual covenant or sub-sub-deed of mutual covenant which may be entered or to be entered into by any Owners after obtaining the approval of the Director in respect of any part of the Land and the Development;

“Subway Reserved Area”	means the stratum of land occupied by the Pedestrian Subway referred to in Special Condition No.(7)(a)(ii) of the Government Grant as shown on Plan Ib within the areas shown coloured pink circled black rippled black, pink circled black and pink circled black crossed black on Plan Ia annexed to the Government Grant;
“Term”	means the term of 50 years commencing from 31 st January 2012 and expiring on 30 th January 2062 created by the Government Grant;
“Tower”	means a tower block constructed as part of the Residential Development;
“Unit”	means a part of the Estate the exclusive use and enjoyment of which has been or is intended to be assigned to an Owner including, except as expressly provided otherwise herein, the internal plaster and other internal covering of the external walls enclosing the Unit, the plaster and covering of the internal surface of other enclosing walls abutting on the Common Areas enclosing the Unit, the internal walls within a Unit, in the case of non-structural Party Wall only up to the mid point of such Party Wall, in case of structural Party Wall only the plaster and covering of the internal surface of the Party Wall, all openable windows installed in or to any curtain wall enclosing a Residential Unit and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows and also casement windows (whether openable or not) installed in or to any external wall (other than curtain wall) enclosing a Residential Unit and the window frame on the external wall, frames enclosing the glass panels of the casement windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such casement windows but shall exclude all structural columns (if any) within the Unit and structural columns (if any) appertaining to the Unit, the finishes (but not any other part) of ceilings and floors, the concrete slabs of bay window, the glass and metal balustrades of balconies, and Noise Mitigation Measures (if any) forming part of and/or serving exclusively the Unit;
“Utility Platform”	means each of the utility platforms forming part of a Residential Unit and for the avoidance of doubt includes the glass, metal grilles and balustrades and other materials enclosing the utility platform and the handrails thereof and the plaster of and the finishes of the ceiling of the utility platform and the lamp(s) and other fixtures (including but not limited to any suspended ceiling) (if any) at the utility platform but excluding pipe duct coverings;
“Utility Reserved Area”	means the underground stratum within the areas referred to in Special Condition No.(63)(a) of the Government Grant shown coloured pink cross-hatched green hatched black stippled black, pink cross-hatched green stippled black, pink cross-hatched green and pink cross-hatched green rippled black on Plan Ia annexed to the Government Grant;
“Visitors’ Car Parking Spaces”	means parking spaces of motor vehicles provided under Special Condition No.(44)(a)(iii) of the Government Grant for the parking of motor vehicles belonging to the bona fide visitors or invitees of the residents of the Residential

Units and forms part of the Residential Common Areas, and each referred to as “Visitors’ Car Parking Space”;

**“Waterworks
Reserve Areas”**

means the areas of the Land referred to in Special Condition No.(64)(a) of the Government Grant enclosed by dashed black lines shown and marked “WWR” on Plan Ia annexed to the Government Grant;

“West Rail”

means the railway system (including railway structures and facilities) between Station Complex and Tuen Mun Station and any extensions thereof;

**“Works and
Installations”**

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

“XRL”

means the Hong Kong Section of the Guangzhou-Shenzhen-Hong Kong Express Rail Link;

**“XRL Reserved
Area”**

means the underground stratum in the areas referred to in Special Condition No.(10)(a)(i) of the Government Grant shown coloured pink cross-hatched green hatched black stippled black, pink hatched black stippled black, pink hatched black (including the area coloured pink hatched black within the area coloured pink and pink hatched black edged indigo) and pink hatched black hatched red on Plan Ia annexed to the Government Grant for the purpose of construction, operation and maintenance of the XRL.

SECTION C

RIGHTS OF OWNERS

Rights attaching to Shares

1. (a) Each Share shall during the residue of the Term and any renewal thereof and subject to the covenants and terms contained in the Government Grant and in this Deed, be held by the person or persons from time to time entitled thereto together with the full and exclusive right and privilege to hold, use and occupy the Unit designated opposite to it in Part I of the First Schedule hereto and the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule but subject to the exceptions and reservations set out in Part II of the Second Schedule and subject also to the Building Rules and Fitting Out Rules as mentioned under Section K of this Deed.

(b) The Shares attributable to the KCR Portion and the MTR Portion shall be held by KCRC and MTRCL respectively together with the exclusive right to hold use and enjoy their respective portions.

(c) All the easements, rights and privileges reserved to the First Owner and of all the other Owners in this Deed, any Sub-Deed of Mutual Covenant or Deed Poll and the powers, duties, rights and privileges of the Manager contained in this Deed, any Sub-Deed of Mutual Covenant or Deed Poll shall be subject to the rights and privileges of the Government, MTRCL and KCRC and shall not in any way adversely affect or prejudice the easements, right and privileges reserved to the Government, MTRCL and KCRC in this Deed, the Sub-Deed of Mutual Covenant, the Deed Poll, the Government Grant, the Non-Railway Portion Assignment and the MTR Portion Assignment.

Sub-Deeds of Mutual Covenant and Deed Polls

2. The First Owner shall have the right in respect of any part of the Estate (excluding the Units which have been assigned by the First Owner) to enter into a Sub-Deed of Mutual Covenant, in the event of multi-ownership of that part, or in any other case a Deed Poll in respect of that part for the purpose of allocating Shares and Management Units to the Unit(s) and Shares to the Common Areas and the Common Services and Facilities in that part and in the event of multi-ownership of that part to more precisely define the rights and obligations of the Owners in that part in each case subject to the prior approval of the Director to the terms of any such Sub-Deed of Mutual Covenant or Deed Poll. No Management Units shall be allocated to the Station Complex or the Common Areas and the Common Services and Facilities.

Right to make additions etc.

3. Each Owner of a Unit (other than an Owner of a Car Parking Space) shall have the right subject to this Deed, the Fitting Out Rules and the Building Rules and any other Government rules and statutory requirements affecting it to make or install in his own Unit at his own expense any additions, improvements, lights, fittings, fixtures or decorations which can

be installed, fixed and removed without any structural alteration and without interfering with or affecting the rights of other Owners and without affecting the existing design or external appearance of the facade or elevations of any building and each such Owner shall have the right to remove the same at his own expense in the like manner Provided That the Owner(s) of the Commercial Accommodation may display, install, erect, affix or permit to be displayed, installed, erected or affixed upon the external walls forming part of the Commercial Accommodation owned by him (or them) logos, posters and other advertising signs or structures in accordance with Clause 4(a) of Part I of the Second Schedule to this Deed.

**Right of Owners to
sell or lease**

4. Subject to the provisions of the Government Grant and Clause 11 of this Section each Owner shall have the full right and liberty without reference to any other Owner or Owners or any person or persons otherwise interested in any Share or Shares in any way whatsoever and without the necessity of making such other Owner or any such other person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Share together with the benefit of and subject to this Deed Provided that notice of any sale, assignment, lease, licence or other disposal shall in every instance be forthwith on the execution thereof given to the Manager.

Party Walls

5. A non-structural Party Wall (other than its plaster and covering) shall be repaired and maintained at the joint expense of the Owners of the Units which the Party Wall separates.

**Rights of First
Owner**

6. The First Owner shall, during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, this Deed, the MTR Portion Assignment and the Non-Railway Portion Assignment have the full and exclusive right and privilege to hold, use, occupy and enjoy the Estate together with the appurtenances thereto and the entire rents and profits thereof save and except the First Assigned Premises.

Rights of KCRC

7. KCRC shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Non-Railway Portion Assignment, the MTR Portion Assignment and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy the whole of the KCR Portion Together with the appurtenances thereto and the entire rents and profits thereof.

Rights of MTRCL

8. MTRCL shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Non-Railway Portion Assignment, the MTR Portion Assignment and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy the whole of the MTR Portion Together with the appurtenances thereto and the entire rents and profits thereof.

**Rights of First
Purchaser**

9. The First Purchaser shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, this Deed, the MTR Portion Assignment and the Non-Railway Portion Assignment have the full and exclusive right and privilege to hold, use, occupy and enjoy the First Assigned Premises together with the appurtenances thereto and the entire rents and profits thereof.

**Rights of the sole
Owner of the
Commercial
Accommodation**

10. The sole Owner of the Commercial Accommodation or any part thereof shall have the right in respect of the Commercial Accommodation or the relevant part thereof to enter into a Sub-Deed of Mutual Covenant, in the event of multi-ownership of the Commercial Accommodation or the relevant part thereof, for the purpose of (i) allocating Shares and Management Units to the Unit(s) within the Commercial Accommodation or the relevant part thereof; (ii) designating any areas and services and facilities in the Commercial Accommodation or the relevant part thereof as common areas and common services and facilities for the common use and benefit of the Owners, occupiers and invitees of the Commercial Accommodation or the relevant part thereof and allocate Shares thereto and (iii) more precisely defining the rights and obligations of the Owners in the Commercial Accommodation or the relevant part thereof in each case subject to the prior approval of the Director to the terms of any such Sub-Deed of Mutual Covenant Provided That it would not be inconsistent with any provision in this Deed or adversely affect or prejudice the Owners of the other parts of the Development including the Owners of the Station Complex.

Disposal restrictions

11. (a) The right to the exclusive use, occupation and enjoyment of any Unit or any part thereof shall not be sold, assigned, mortgaged, charged, leased, licensed or otherwise disposed of separately from the Share with which the same is held prior to compliance with the conditions in the Government Grant Provided that this provision shall not restrict (i) the leasing of any Unit for a term of ten (10) years or less or (ii) the licensing of any Unit.

(b) No Owner of a Residential Unit or a Car Parking Space shall be entitled to sub-divide or partition that Residential Unit or Car Parking Space.

(c) No Residential Unit or Car Parking Space shall be sold, assigned, mortgaged, charged, leased or disposed of except as a whole to the intent that each Residential Unit or Car Parking Space shall be owned and occupied as a single residence or parking space, as the case may be.

(d) The Car Parking Spaces shall not be:

- (i) assigned except (I) together with Shares giving the right of exclusive use and possession of a Residential Unit or Residential Units, or (II) to an Owner of a Residential Unit or Residential Units;

or

- (ii) underlet except to residents of the Residential Units;

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

- (e) Notwithstanding sub-clause (d) above, the Car Parking Spaces may, subject to the prior written consent of the Director, be assigned or disposed of as a whole to a wholly-owned subsidiary company of the First Owner.

SECTION D

ABATEMENT OF RIGHTS

Reinstatement

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

SECTION E

OBLIGATIONS OF OWNERS

Owners to comply

1. The Owners and the Manager shall at all times hereafter so long as they remain as Owners of any Share or Manager of the Development (as the case may be) comply with and shall observe and perform the covenants, provisions, restrictions and prohibitions contained in:

- (a) the Government Grant;
- (b) this Deed;
- (c) the MTR Portion Assignment; and
- (d) the Non-Railway Portion Assignment.

Owners to observe restrictive covenants

2. The Owners shall at all times hereafter be bound by and shall observe and perform the covenants, restrictions and prohibitions set out in the Third Schedule hereto.

Government rent

3. (a) Subject to the provisions of Clause 3(b) of this Section, all Owners shall be liable for payment of the Government rent in respect of the Land. The Owners of the Estate shall be liable for the payment of the Government rent in respect of the Estate in proportion to the respective number of Management Units for the time being vested in them.

(b) To the extent that separate demands for Government rent are raised by Government in respect of a Unit or any other distinct part of the Development, such demands shall be settled by the Owner or Owners of those parts of the Development.

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

Rates and taxes

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

Utilities

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

Management charges

6. (a) Subject to sub-clause (b) below, each Owner shall upon demand pay to the Manager the Management Charges in respect of any Unit owned by him, calculated in accordance with the provisions of Section J of this Deed.

(b) KCRC and MTRCL as Owners of the KCR Portion and the MTR Portion respectively shall be responsible for the maintenance and management of the KCR Portion and the MTR Portion respectively and not any part of the Estate and shall not as Owners of the Station Complex be liable to contribute towards the Management Charges calculated in accordance with Section J hereof except as expressly provided in the Deed.

Repairs

7. Each Owner shall at his own expense keep :

- (a) each Unit (other than a Car Parking Space) of which he is for the time being the Owner and of any other part of the Estate the exclusive use, occupation and enjoyment of which has been assigned to him, and the interior, doors thereof, and all the fixtures and fittings, plumbing, electrical and other installations therein or serving that Unit exclusively;
- (b) any Balcony or Utility Platform forming part of a Residential Unit; and
- (c) any Car Parking Space of which he is for the time being the Owner;

in good and substantial repair and condition.

Works by Owners

8. (a) All Owners (save and except the Owners of the Station Complex) shall apply for the Manager's consent in relation to all matters which require such consent under the terms of this Deed or the Fitting Out Rules or the Building Rules and shall be bound by the Manager's decision and shall comply with any terms or conditions which the Manager may impose. Where consent of the Manager is required under this Deed, such consent shall not be unreasonably withheld.

(b) Any work, whether or not the Manager's consent is required for the same, shall in all respects fully comply with the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong Special Administrative Region) and any Regulations made thereunder and with the requirements of any other relevant ordinances or competent authority and in carrying out such work an Owner (save and except the Owners of the Station Complex) shall and shall cause his servants, agents, contractors and workmen to cooperate fully with the Manager and all servants, agents, contractors and workmen of the Manager and with other Owners, tenants or contractors carrying out work in the Estate. An Owner (save and except the Owners of the Station Complex), his servants, agents, contractors and workmen shall obey and

comply with all reasonable instructions and directions which may be given by the Manager in connection with the carrying out of such work.

(c) The Owner of the KCR Portion may carry out any work relating to the safety or operation of the West Rail within the Development (save and except Units in the Residential Development) without the Manager's consent Provided that for such purpose the Owner of the KCR Portion may enter upon the Estate only upon giving reasonable prior notice (except in case of emergency) to the Manager or the Owner of the relevant part of the Estate (as the case may be) and the least disturbance being caused and the Owner of the KCR Portion shall be liable for all costs and expenses incurred for any damage caused to the Estate and shall indemnify the Owner of the Estate from and against all costs and expenses incurred for any damage caused to the Estate and shall at its own expenses make good any damage caused to the Estate as a result of carrying out such works.

(d) The Owner of the MTR Portion may carry out any work relating to the safety or operation of Tung Chung Line and Airport Express Line of the Mass Transit Railway and/or the XRL within the Development (save and except Units in the Residential Development) without the Manager's consent Provided that for such purpose the Owner of the MTR Portion may enter upon the Estate only upon giving reasonable prior notice (except in case of emergency) to the Manager or the Owner of the relevant part of the Estate (as the case may be) and the least disturbance being caused and the Owner of the MTR Portion shall be liable for all costs and expenses incurred for any damage caused to the Estate and shall indemnify the Owner of the Estate from and against all costs and expenses incurred for any damage caused to the Estate and shall at its own expenses make good any damage caused to the Estate as a result of carrying out such works.

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

Railway protection

9. (a) No Owner shall carry out any building works, foundation works or any other works, nor do or permit anything to be done, on the Development or the Land or any part thereof which shall damage, interfere with, obstruct, endanger or affect the safety integrity and/or the operation of the Station Complex, the Railways and the Railway Structures and Installations in or passing through or in the vicinity of the Development or the Land or any part thereof.

(b) Without prejudice to the terms and conditions of the Government Grant and other terms and conditions of this Deed, if an Owner intends to carry out any structural works within the Development or on the Land, the Owner shall –

- (i) give the Owners of the Station Complex reasonable prior notice in writing of the carrying out of such structural works; and
- (ii) at the Owner's own expense, take such necessary measures and precautions as may reasonably be required by the Owners of the Station Complex to ensure that the structural works will not endanger the safety of the Railway Structures and Installations or the safe operation of the Railways and the Station Complex.

(c) Throughout the whole of the Term the Owners shall at their own expense comply with and observe to the satisfaction of the Director, the Director of Buildings, the Director of Fire Services and all other relevant Government statutory authorities all special requirements in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the Railways in accordance with Special Conditions Nos.(65)(f) and (66)(f) of the Government Grant.

(d) The Owners shall satisfy themselves as to the extent of the Railways and the Station Complex constructed on under or in the vicinity of the Land and shall not make any claim against the Government and the Owners of the Station Complex, their officers, servants and agents and any other persons authorized by it or them for any damage, loss, nuisance or disturbance whatsoever caused to or suffered by the Owners arising out of the presence, operation, construction or maintenance of the Railways and/or the Station Complex.

(e) The Owners shall observe and comply with all Ordinances, by-laws and regulations for the time being in force and relating to the Railways, the Station Complex and the Railway Structures and Installations.

(f) KCRC and MTRCL as the Owners of the KCR Portion and the MTR Portion respectively shall undertake all facilitation works for the purpose of railway protection in accordance with Special Condition No.(67) of the Government Grant.

**Owner to make
good loss or
damage**

10. Each Owner shall be responsible to the other Owners and occupiers and to the Manager for the acts and omissions of all persons occupying any Unit of which he is the Owner or using the same with his consent, express or implied, and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of

all such persons. In the case of loss or damage which the Manager is responsible to make good or repair such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or occupiers which the Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

Indemnity

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

Appointment of attorney

12. (a) For the purposes of carrying out any of the provisions of Clause 3 of Part II of the Second Schedule each Owner shall be deemed to have appointed the First Owner irrevocably as his attorney.

(b) The Owners of the Estate jointly and severally and irrevocably appoint the Owner of the KCR Portion as their attorney and grant unto the Owner of the KCR Portion the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the rights of the Owner of the KCR Portion mentioned in Paragraph (c) of Part I of the Second Schedule to the Non-Railway Portion Assignment and Paragraph A of Part I of the Second Schedule to the MTR Portion Assignment with full power of delegation and the Owners of the Estate hereby further jointly and severally and irrevocably undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the above mentioned grant.

(c) The Owners of the Estate jointly and severally and irrevocably appoint the Owner of the MTR Portion as their attorney and grant unto the Owner of the MTR Portion the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the rights of the Owner of the MTR Portion mentioned in Paragraph (d) of Part I of the Second Schedule to the Non-Railway Portion Assignment and Part II of the Second Schedule to the MTR Portion Assignment with full power of delegation and the Owners of the Estate hereby further jointly and severally and irrevocably undertake to do all acts deeds matters and things and to

execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the above mentioned grant.

**Covenants in
assignment**

13. When an Owner assigns his Unit, the assignment shall include the following covenants :

"1. The Purchaser covenants with Nam Cheong Property Development Limited (which expression shall include its successors and assigns (other than the Purchaser) and attorneys) ("**First Owner**") for the purpose of enabling First Owner to exercise all or any of the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted under Clause 3 of Part II of the Second Schedule to the Principal Deed of Mutual Covenant and Management Agreement dated the 29th day of November 2018 relating to New Kowloon Inland Lot No.6333 (the "**Principal Deed of Mutual Covenant and Management Agreement**") and to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the "**Covenanting Purchaser**") and shall enure for the benefit of New Kowloon Inland Lot No.6333 (the "**Lot**") and the development constructed or to be constructed thereon (save and except the Property) and be enforceable by First Owner that :-

- (a) the Covenanting Purchaser grants confirms and acknowledges the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted and conferred on the First Owner under Clause 3 of Part II of the Second Schedule to the Principal Deed of Mutual Covenant and Management Agreement and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the First Owner;
- (b) the Covenanting Purchaser shall, if required by the First Owner, do everything necessary, including giving express consents in writing to the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the First Owner, to facilitate the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the First Owner;
- (c) the Covenanting Purchaser hereby expressly and irrevocably appoints the First Owner to be his attorney (with full power of substitution and delegation and, who

may act through such officers, employees, agents, nominees and any substitute attorneys as the First Owner from time to time appoint) and grants unto the First Owner the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of such 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 covenants, rights, liberty, privileges, entitlements, exceptions and reservations conferred on the First Owner under Clause 3 of Part II of the Second Schedule to the Principal Deed of Mutual Covenant and Management Agreement as aforesaid 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 will ratify and confirm all that the First Owner shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenanting Purchaser and shall not be revoked by the Covenanting Purchaser or by the death incapacity bankruptcy or winding up (as the case may be) of the Covenanting Purchaser; and

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

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

2. The Purchaser covenants with Kowloon-Canton Railway Corporation as owner of the KCR Portion (as defined in the Principal Deed of Mutual Covenant and Management Agreement) ("**the Owner of the KCR Portion**") which expression shall include its successors and assigns and attorneys) for the purpose of enabling the Owner of the KCR Portion to exercise all or any of the covenants, rights, liberty, privileges, entitlements,

exceptions and reservations granted under Paragraph (c) of Part I of the Second Schedule to the Non-Railway Portion Assignment (as defined in the Principal Deed of Mutual Covenant and Management Agreement) and Paragraph A of Part I of the Second Schedule to the MTR Portion Assignment (as defined in the Principal Deed of Mutual Covenant and Management Agreement) and restated in the Principal Deed of Mutual Covenant and Management Agreement and to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the "Covenanting Purchaser") and shall enure for the benefit of the KCR Portion and be enforceable by the Owner of the KCR Portion that :

- (a) the Covenanting Purchaser grants confirms and acknowledges the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted and conferred on the Owner of the KCR Portion under Paragraph (c) of Part I of the Second Schedule to the Non-Railway Portion Assignment and Paragraph A of Part I of the Second Schedule to the MTR Portion Assignment and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the Owner of the KCR Portion;
- (b) the Covenanting Purchaser shall, if required by the Owner of the KCR Portion, do everything necessary, including giving express consents in writing to the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the Owner of the KCR Portion, to facilitate the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the Owner of the KCR Portion;
- (c) the Covenanting Purchaser hereby expressly and irrevocably appoints the Owner of the KCR Portion to be his attorney (with full power of substitution and delegation and, who may act through such officers, employees, agents, nominees and any substitute attorneys as the Owner of the KCR Portion from time to time appoint) and grants unto the Owner of the KCR Portion the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of such 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 covenants, rights, liberty, privileges, entitlements, exceptions and reservations conferred on the Owner of the KCR Portion under Paragraph (c) of Part I of the Second Schedule to the Non-Railway Portion Assignment and Paragraph A of Part I of the Second Schedule to the MTR Portion Assignment as aforesaid and the Covenantee Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant and will ratify and confirm all that the Owner of the KCR Portion shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenantee Purchaser and shall not be revoked by the Covenantee Purchaser or by the death incapacity bankruptcy or winding up (as the case may be) of the Covenantee Purchaser; and

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

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

3. The Purchaser covenants with MTR Corporation Limited as owner of the MTR Portion (as defined in the Principal Deed of Mutual Covenant and Management Agreement) ("**the Owner of the MTR Portion**") which expression shall include its successors and assigns and attorneys) for the purpose of enabling the Owner of the MTR Portion to exercise all or any of the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted under Paragraph (d) of Part I of the Second Schedule to the Non-Railway Portion Assignment and Part II of the Second Schedule to the MTR Portion Assignment and restated in the Principal Deed of Mutual Covenant and Management Agreement and to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof

for the time being and any other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the "**Covenanting Purchaser**") and shall enure for the benefit of the MTR Portion and be enforceable by the Owner of the MTR Portion that :

- (a) the Covenanting Purchaser grants confirms and acknowledges the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted and conferred on the Owner of the MTR Portion under Paragraph (d) of Part I of the Second Schedule to the Non-Railway Portion Assignment and Part II of the Second Schedule to the MTR Portion Assignment and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the Owner of the MTR Portion;
- (b) the Covenanting Purchaser shall, if required by the Owner of the MTR Portion, do everything necessary, including giving express consents in writing to the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the Owner of the MTR Portion, to facilitate the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the Owner of the MTR Portion;
- (c) the Covenanting Purchaser hereby expressly and irrevocably appoints the Owner of the MTR Portion to be his attorney (with full power of substitution and delegation and, who may act through such officers, employees, agents, nominees and any substitute attorneys as the Owner of the MTR Portion from time to time appoint) and grants unto the Owner of the MTR Portion the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of such 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 covenants, rights, liberty, privileges, entitlements, exceptions and reservations conferred on the Owner of the MTR Portion under Paragraph (d) of Part I of the Second Schedule to the Non-Railway Portion Assignment and Part II of the Second Schedule to the MTR Portion Assignment as aforesaid 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 will ratify and confirm all that the Owner of the MTR Portion shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenanting Purchaser and shall not be revoked by the Covenanting Purchaser or by the death incapacity bankruptcy or winding up (as the case may be) of the Covenanting Purchaser; and

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

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

**Maintenance of
Slope and
Retaining
Structures**

14. The Owners shall at their own expense, maintain, repair and carry out such works as are necessary in relation to the Slope and Retaining Structures (if any) for the purpose of complying with the provisions of the Government Grant and in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office of the Civil Engineering Department (as amended or substituted from time to time) and the Slope Maintenance Manual (if any) prepared in accordance with Geoguide 5.

**Maintenance of
Private Open Space
for Public Use**

15. The Owners of the Commercial Accommodation shall at their own expense upkeep maintain repair and manage the Private Open Space for Public Use together with any structures facilities and installations thereon or therein to the satisfaction of the Director in accordance with Special Condition No.(42)(d) of the Government Grant.

**Maintenance of
Refuse Collection
Point**

16. The Owners of the Residential Development shall at their own expense maintain the Refuse Collection Point as required by the Director of Food and Environmental Hygiene in accordance with Special Condition No.52(b)(i) of the Government Grant.

**Government's
access relating to
Reserved Areas,
Proposed
Footbridges and
Covered
Footbridge**

17. The Owners shall provide and permit, in accordance with the relevant Special Conditions of the Government Grant, the Director and his duly authorized officers, agents, contractors and his or their workmen to have unrestricted ingress, egress and regress at all times to, from and through the Land and the Development with or without tools, equipment, machinery or motor vehicles for the purposes of, inter alia, inspection and carrying out any works in respect of the Reserved Areas, the Proposed Footbridges, the Covered Footbridge and any other areas as specified in the relevant Special Conditions in the Government Grant throughout the Term thereof.

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

18. (a) Subject to sub-clause (b) below, the First Owner shall make payments and contributions for those expenses which are of a recurrent nature for those Units in the Estate and Shares in the Estate unsold.

(b) The First Owner shall not be liable to make payments and contributions under Section J of this Deed in respect of any Units of a Phase, the construction of which has not been completed, except to the extent that that Phase benefits from the provisions in this Deed as to management and maintenance (such as the costs of managing and maintaining slopes or as to security provided by the management of the completed parts) of the Estate.

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

**No conversion of
Common Areas**

19. (a) Subject to the reserved rights of the First Owner under Clause 3 of Part II of the Second Schedule to this Deed, no Owner (including the First Owner) may convert any of the Common Areas to his own use or for his own benefit unless the approval of the Development Owners' Committee has been obtained. Any payment received for the approval shall be credited to the relevant accounts of the Special Fund as provided in Clause 2 of Section J.

(b) Subject to the reserved rights of the First Owner under Clause 3 of Part II of the Second Schedule to this Deed and the rights of the sole Owner of the Commercial Accommodation under Clause 10 of Section C, no Owner (including the First Owner) may convert or designate any of his own areas as Common Areas unless the approval by a resolution of Owners at a meeting of the Owners of the Estate convened under this Deed or at a meeting of the Owners of the relevant part of the Estate convened under this Deed or the relevant Sub-Deed of Mutual Covenant (as the case may be) has been obtained. No Owner or the Manager will have the right to re-convert or re-designate the Common Areas to his or its own use or benefit.

**Obligation of
Owners of the Non-
enclosed Areas**

20. (a) The Owners of the Non-enclosed Areas shall keep the interior of such Non-enclosed Areas and maintain the same in good and substantial repair and condition at its own costs and expenses and shall use

the same in all respects in compliance with the Occupation Permit, the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong Special Administrative Region) and such other Ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region.

(b) Notwithstanding anything herein contained to the contrary, the Owners of the Non-enclosed Areas shall not enclose, cause, permit, suffer or allow the Non-enclosed Areas to be enclosed in whole or in part by any material of whatsoever kind save for the Balconies and the Utility Platforms which can only be enclosed below the parapet height thereof.

(c) For the avoidance of doubt, the Balconies and the covered areas underneath the Balconies and the Utility Platforms and the covered areas underneath the Utility Platforms must not be enclosed above safe parapet height other than as under the Approved Plans.

**Maintenance of
ground anchors (if
any)**

21. The Owners 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 Land throughout their service life to the satisfaction of the Director and supply to the Director of such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require in compliance with Special Condition No.(58) of the Government Grant.

**Maintenance of
completed
Pedestrian Link,
24-hour Walkway,
Pedestrian
Walkway To Lay-
By, Lay-By,
Footbridge Links,
Footbridge
Connections and
Supports and
Covered
Footbridge**

22. (a) Subject to sub-clause (b) below, the Owners of the Estate and the Owners of the Residential Development shall, at their respective own expense, be responsible for maintaining the parts of the completed Pedestrian Link which form parts of the Estate Common Areas and the Residential Common Areas respectively in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition No.(34)(c) of the Government Grant.

(b) The Owners of the Commercial Accommodation shall, at their own expense, be responsible for maintaining the parts of the completed Pedestrian Link forming parts of the Commercial Accommodation, 24-hour Walkway, Lay-By which form parts of the Commercial Accommodation and the completed Pedestrian Walkway To Lay-By, Footbridge Connections and Supports, Footbridge Links and Covered Footbridge in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c) and (d), (49)(a) and (b) and (37)(c) of the Government Grant respectively.

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

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

- (i) observe and comply with the Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation

of the Fire Safety Management Plan and shall ensure his tenants and other occupiers of his Residential Unit to observe and comply with the same; and

- (ii) repair, maintain, replace and keep in good repair and condition the equipment apparatus and facilities including the fire fighting and protection installations, smoke detector, fire alarm, sprinkler systems, sprinkler heads, automatic fire detection devices so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of the other Units.

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

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

**Ownership and
maintenance of
Non-Common EV
Facilities**

24. (a) Each Owner of the Car Parking Space shall at his own cost and expense be responsible for the maintenance, inspection, security, repair, replacement and renewal of the Non-Common EV Facilities serving his Car Parking Space exclusively and the ownership of all such facilities shall belong to him. Each Owner of the Car Parking Space shall indemnify the Owners or occupiers of other Units for his failure to observe and comply with the provisions of this Clause.

(b) Without prejudice to the generality of sub-clause (a) above, if any Owner of Car Parking Space shall fail to repair or maintain the Non-Common EV Facilities serving his 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 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 Car Parking Space on a full indemnity basis as a debt.

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

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

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

- (a) 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 the Environment Bureau or the Engineering and Mechanical Services Department or all other Government authorities from time to time and all the Building Rules (if any) as may be made and all such directions (if any) as may be given by the Manager from time to time in relation to the installation, use, operation, maintenance, repair and/or replacement of the Non-Common EV Facilities or any part thereof serving his 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 Non-Common EV Facilities;
- (b) take good care and such precautions as may be necessary in the use or operation of the Non-Common EV Facilities or any part thereof serving his Car Parking Space exclusively so as to avoid any loss, damage, nuisance or annoyance to Owners or occupiers of the other Units; and
- (c) indemnify the Owners or occupiers of the other Units for his failure to observe or comply with the provisions of this Clause.

Noise Mitigation Measures

26. (a) The Owners of any Residential Unit with any Noise Mitigation Measures 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.

**Curtain walls and
casement windows**

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

**Removal and Re-
fixing Grilles (if
any) Appertaining
to Air-conditioning
Platforms**

28. The Owner of any Residential Unit shall, in replacing his air conditioners or carrying out any work to his air-conditioners, be responsible for removing the grilles (if any) appertaining to the air-conditioning platforms serving his Residential Unit and, upon completion of such replacement or works, re-fixing such grilles at his own cost to the satisfaction of the Manager and in accordance with the Building Rules, Fitting Out Rules, any related Ordinances and regulations made thereunder and any direction as the Manager may issue from time to time Provided That reasonable prior written notice of the removal and re-fixing of such grilles shall be given to the Manager and Provided Further that such Owner shall at his own cost make good any damage which may be caused to any parts of the Common Areas and the Common Services and Facilities as a result of such works and indemnify the Manager and the other Owners of any loss or damage or claims which the Manager and/or the other Owners may suffer as a result thereof. For the avoidance of doubt, subject to

the aforesaid responsibility of the Owners of the Residential Units, the maintenance obligation of the grilles rests with the Manager.

SECTION F

MEETINGS OF THE OWNERS OF THE ESTATE

Meetings of the Owners

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

First and subsequent meetings

2. (a) The Manager shall convene a meeting of the Owners of the Estate the first such meeting is to be convened within nine months of the date of this Deed (and to convene further and subsequent meetings if required), which meeting must elect and appoint a Chairman and the members of the Development Owners' Committee or must appoint a management committee for the purpose of forming the Owners' Corporation under the Building Management Ordinance.

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

Convening of meeting

3. A meeting of Owners of the Estate may be validly convened by:

(a) the Development Owners' Committee;

(b) the Manager (either (i) on its own decision or (ii) upon request by the Owner of the KCR Portion or the Owner of the MTR Portion for matters in relation to and/or arising out of the KCR Portion and/or the MTR Portion or any part thereof, as the case may be, pursuant to Clause 13 of this Section) ; or

(c) an Owner appointed to convene such a meeting by the Owners of the Estate of not less than 5% of the total number of Shares allocated to the Estate in aggregate.

Notice

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

(i) As to each Owner of the Estate:

- (a) by delivering it personally to the Owner;
 - (b) by sending it by post to the Owner at his last known address; or
 - (c) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
- (ii) As to the Owner of the KCR Portion:
- (a) by sending it by post to the Owner of the KCR Portion at its principal office; or
 - (b) by leaving it at the principal office of the Owner of the KCR Portion or depositing it in the letterbox (if any) for that office.
- (iii) As to the Owner of the MTR Portion:
- (a) by sending it by post to the Owner of the MTR Portion at its registered office; or
 - (b) by leaving it at the registered office of the Owner of the MTR Portion or depositing it in the letterbox (if any) for that office.

Provided that (i) if the matter or matters to be discussed or resolved may in the reasonable opinion of the Owner of the KCR Portion affect or have an impact on the KCR Portion and/or be ancillary or pertaining thereto, the Owner of the KCR Portion shall be entitled to attend the meeting; and (ii) if the matter or matters to be discussed or resolved may in the reasonable opinion of the Owner of the MTR Portion affect or have an impact on the MTR Portion and/or be ancillary or pertaining thereto, the Owner of the MTR Portion shall be entitled to attend the meeting.

Quorum

5. (a) No business shall be transacted at any meeting unless a quorum is present.

(b) 10% of the Owners of the Estate present in person or by proxy shall be a quorum at any meeting. For the purpose of this sub-clause, the reference to "10% of the Owners" shall be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Shares into which the Development is divided and not be construed as the Owners of 10% of the Shares in aggregate.

Chairman

6. A meeting of the Owners of the Estate shall be presided over by the Chairman of the Development Owners' Committee or, if the meeting is

convened under Clause 3(b) or 3(c) of this Section, the person convening the meeting.

Minutes

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

Voting

8. (a) Votes may be given either personally or by proxy.

(b) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, and shall be signed by the Owner, or if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf. The instrument appointing a proxy shall be lodged with the Chairman of the Development Owners' Committee or, if the meeting is convened under Clause 3(b) or 3(c) of this Section, the person convening the meeting at least 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

(c) Every Owner present in person or by proxy and entitled to vote shall have one vote for each Share of which he is the Owner. In the case of Owners who together are entitled to one such Share, such Owners shall jointly have one vote for each such Share owned by them and the vote in respect of that Share may be cast (i) by a proxy jointly appointed by the co-Owners, or (ii) by a person appointed by the co-Owners from amongst themselves, or (iii) if no appointment has been made under (i) or (ii) above, then either personally or by proxy by one of the co-Owners, and, in case of any meeting where more than one of the co-Owners seeks to cast a vote in respect of that Share, only the vote that is cast, in person or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Share in the register kept in the Land Registry shall be treated as valid.

(d) In the case of equality of voting the Chairman of the meeting of the Owners of the Estate shall have a second or casting vote.

(e) In no circumstances shall more than one vote be cast in respect of each Share.

(f) For the avoidance of doubt, there shall not be any votes attaching to Shares allocated to the Common Areas, the Common Services and Facilities, the KCR Portion and the MTR Portion. Nor shall such Shares be taken into account for the purpose of counting a quorum of any meeting. The Manager shall not be entitled to vote as trustee of the relevant Owners of the Shares allocated thereto at any meeting of the Owners whether under this Deed, the Building Management Ordinance or otherwise.

Resolutions binding on Owners

9. (a) Any resolution on any matter concerning the Estate, save only those matters referred to in Clause 11 of this Section, passed at a duly convened meeting by a majority vote of the Owners of the Estate present in person or by proxy and voting shall be binding on all the Owners PROVIDED that:-

- (i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matter;
- (ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;
- (iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent therewith save as herein specifically provided;
- (iv) no resolution shall be valid to the extent that it is in conflict with or contrary to any order ruling or judgment of the Hong Kong courts or any mandatory provision of any statute; and
- (v) any resolution on matters or issues which in the reasonable opinion of MTRCL and/or KCRC may affect or have an impact on the MTR Portion, the KCR Portion, the Station Complex and/or the Railways and/or the Railway Structures and Installations and/or be ancillary or pertaining thereto (as the case may be), shall be subject to the agreement of the MTRCL and/or KCRC (as the case may be).

(b) A resolution may be passed as to the manner in which the powers and duties hereby conferred on the Manager are to be exercised or carried out but no such resolution shall invalidate any prior act of the Manager which would have been valid had that resolution not been passed.

Accidental omission of notice

10. The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting and any resolution passed thereat.

Resolutions requiring special majority

11. Notwithstanding the provisions of Clause 9 of this Section, no resolution in respect of the matters referred to in Section D or Clause 2(b) of Section H of this Deed shall be valid unless passed by the majorities specified therein.

**Meeting of the Owners
of Residential
Development, Car
Park or Commercial
Accommodation**

12. In addition to the meeting of all Owners of the Estate, there shall be meetings of the Owners of the Residential Development, the Car Park or the Commercial Accommodation from time to time as occasion may require to discuss and decide matters concerning the Residential Development, the Car Park or the Commercial Accommodation respectively (as the case may be). Such meetings shall be held in accordance with and regulated by the provisions of the relevant Sub-Deed of Mutual Covenant (if any) in respect of the relevant part of the Estate the provisions of this Section (except Clause 2 of this Section) shall apply mutatis mutandis and all references to the "Owners", "Estate" and "Development Owners' Committee" shall mean "Owners of the relevant part of the Estate", "the relevant part of the Estate" and "the relevant Owners Sub-Committee (only if formed)" respectively.

**Convening of meeting
of Owners of the
Estate for matters
relating to the Station
Complex**

13. Notwithstanding anything to the contrary contained herein, upon the request of any Owner of the Station Complex for matters or issues arising out of or in relation to the MTR Portion, the KCR Portion or the Station Complex or any parts thereof (as the case may be), the Manager shall and must convene a meeting of the Owners of the Estate and the following provisions shall apply to such meeting of the Owners of the Estate:

- (a) The quorum of such meeting shall be the quorum as required under Schedule 8 to the Building Management Ordinance Provided That if a quorum is not present on the date and time specified in the notice and appointed for such meeting, the meeting shall automatically be adjourned to such day and time as determined by the Manager and at the same venue; and at such adjourned meeting, the Owner(s) present shall form the quorum for such adjourned meeting notwithstanding Clause 5(b) of this Section;
- (b) the Manager shall expressly specify in the notice of meeting to all Owners the relevant provisions as to quorum of the Owners' meeting convened pursuant to this Clause; and
- (c) no resolution passed at a meeting duly convened under this Clause shall affect the use, safety, operation or maintenance of the Railways and/or the Station Complex and/or the Railway Structures and Installations or any part thereof.

SECTION G

OWNERS' COMMITTEE

Function and power of the Committee

1. (a) There shall be a Development Owners' Committee formed in accordance with this Section G.

(b) The function of the Development Owners' Committee shall be to :

- (i) represent the Owners in all dealings with the Manager;
- (ii) discuss issues relating to the maintenance and management of the Common Areas and the Common Services and Facilities and make known to the Manager its views;
- (iii) exercise any statutory rights or duties given to it pursuant to the Building Management Ordinance;
- (iv) exercise any power, discretion or duty given to it pursuant to this Deed;
- (v) call a meeting of Owners for the purpose of either incorporation of the Owners pursuant to the Building Management Ordinance or, in the event of the resignation or termination of the appointment of the Manager from time to time appointed pursuant to this Deed, approving the appointment of replacement Manager under this Deed.

(c) For the avoidance of doubt, no issues and matters which may in the reasonable opinion of the Owner of the MTR Portion or the Owner of the KCR Portion affect or have an impact on any part of the Station Complex and/or the Railways and/or the Railway Structures and Installations and/or be ancillary or pertaining thereto and which require involvement of the Owners shall be discussed in the absence of the Owner(s) of the MTR Portion and/or the KCR Portion in the Development Owners' Committee meeting or meeting of the Owners of the Estate Provided also that no resolution on such matters or issues shall be valid without the agreement of the Owner(s) of the MTR Portion and/or the KCR Portion (as the case may be).

(d) No resolution of the Development Owners' Committee shall be in conflict with the provisions of this Deed or of any judgment or

order of the Hong Kong courts or shall adversely affect the use, safety, operation or maintenance of the MTR Portion, the KCR Portion, the Station Complex, the Railways, the Railway Structures and Installations or any part thereof.

**Number of
members**

2. (a) At the first meeting of Owners held pursuant to Section F of this Deed and at each subsequent Annual Meeting, the Owners shall elect or appoint the members of the Development Owners' Committee.

(b) The Owners of the Residential Development in subsequent Phase(s) shall not be entitled to elect or send their representatives to the Development Owners' Committee unless and until after the issuance of the relevant Occupation Permit covering the relevant Phase and the holding of the Annual Meeting of the Owners immediately following the issuance of such Occupation Permit.

(c) The Development Owners' Committee shall consist of not more than thirteen (13) members.

(d) The members of the Development Owners' Committee shall be made up of :-

- (i) eight (8) members (comprising one (1) member from and as representative of each of the seven high-rise Towers and one (1) member from and as representative of all the low-rise Towers) as representatives of the Residential Development;
- (ii) one (1) member as representative of the Car Park;
- (iii) two (2) members as representatives of the Commercial Accommodation;
- (iv) one (1) member as representative of the KCR Portion; and
- (v) one (1) member as representative of the MTR Portion.

Quorum

3. (a) A quorum for meetings of the Development Owners' Committee shall comprise one half of its members (rounded up to the nearest whole number) from time to time or three such members whichever is the greater.

(b) Provided a quorum as described under sub-clause (a) above exists, the Development Owners' Committee shall be entitled to act and continue to act notwithstanding that the number of its members falls below the maximum allowed under Clause 2(c) above or that for any reason less

**Eligibility for
election and
appointment**

than the maximum allowed number of members as referred to in Clause 2(c) of this Section G are elected in the manner herein provided.

4. The following persons shall be eligible for election and appointment to the Development Owners' Committee:-

- (a) any Owner (including any one of two or more co-Owners);
- (b) the duly authorised representative provided that such authorization shall be in writing addressed to the Development Owners' Committee and may be revoked at any time on notice in writing given to the Development Owners' Committee, in his place, of any Owner, being:
 - (i) the representative of such Owner which is a corporate body; or
 - (ii) the husband, wife or adult family member of such Owner provided such husband, wife or adult family member resides in or occupies such Owner's Unit.

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

**Election of
members**

5. (a) The first members of the Development Owners' Committee shall be elected at a meeting of the Owners of the Estate convened by the Manager as soon as practicable within nine (9) months from the date of this Deed.

(b) The members of the Development Owners' Committee shall be elected by the Owners of the relevant part of the Estate for whom such members represent.

(c) The Development Owners' Committee may co-opt any eligible person to fill any casual vacancy.

(d) Election of members of the Development Owners' Committee shall be conducted in such manner as the Development Owners' Committee (or, if prior to its formation, the Manager) thinks fit and all rules and procedures governing such election shall be determined by the Development Owners' Committee (or, if prior to its formation, by the Manager) as it thinks fit.

Officers

6. (a) The officers of the Development Owners' Committee shall comprise:-

- (i) a Chairman;
- (ii) a Secretary; and
- (iii) such other officers (if any) as the Development Owners' Committee may from time to time elect.

(b) All casual vacancies in the officers shall be filled by election or appointment by the members of the Development Owners' Committee from among them as they may from time to time determine.

(c) A meeting of the Development Owners' Committee shall be presided over by:

- (i) the Chairman; or
- (ii) in the absence of the Chairman a member of the Development Owners' Committee appointed as chairman for that meeting.

Tenure of office

7. (a) Members of the Development Owners' Committee shall hold office until the Annual Meeting of Owners of the Estate next following their appointment or election provided that if the office of the retiring members or any of them is not filled, or if in any year no Annual Meeting is held, such members or member shall continue in office until the next Annual Meeting.

(b) Retiring members of the Development Owners' Committee shall be eligible for re-election or re-appointment as appropriate.

(c) A member of the Development Owners' Committee shall nevertheless cease to hold office if :

- (i) he resigns by notice in writing to the Development Owners' Committee;
- (ii) he ceases to be eligible;

- (iii) his authority is revoked by the Owner(s) he represents;
- (iv) he, or the Owner(s) he represents, becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty;
- (v) he becomes incapacitated by physical or mental illness;
- (vi) he, or the Owner(s) he represents, has defaulted in paying his contribution towards the Management Charges and fails to rectify such default within 7 days from the date of warning notice in writing given by the Manager;
- (vii) he, or the Owner(s) he represents, fails to observe and perform the provisions of this Deed and, if such breach is remediable, fails to rectify such breach within such time as prescribed by the Manager in writing addressed to such Owner.

(d) Any one or more members of the Development Owners' Committee may be removed from office by a resolution of the Owners of Units in the relevant part of the Estate which he represents at an Extraordinary Meeting convened for the purpose in the same manner as is provided for a meeting of the Owners in Section F of this Deed and at any such Meeting, new members of the Development Owners' Committee may be appointed in the place of those removed from office.

Votes of members

8. In respect of a vote at the Development Owners' Committee meeting, members of the Development Owners' Committee shall be entitled to one vote each at Committee meetings and resolutions shall be passed by a simple majority of those present in person and voting. In the case of equality of votes the Chairman shall have a second or casting vote.

Power to make rules

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

Manager to be invited

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

**Power to call
meeting**

11. The Chairman, any two members of the Development Owners' Committee or the Manager may at any time convene a meeting of the Development Owners' Committee provided that the person or persons convening the meeting of the Development Owners' Committee shall, at least 7 days before the date of the meeting, give notice of the meeting to each member of the Development Owners' Committee. The notice of meeting shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. The notice of meeting may be given:

- (a) by delivering it personally to the member of the Development Owners' Committee; or
- (b) by sending it by post to the member at his last known address; or
- (c) by leaving it at the member's Unit or depositing it in the letter box for that Unit.

SECTION H

APPOINTMENT AND REMUNERATION OF THE MANAGER

Appointment of the Manager

1. (a) MTR Corporation Limited 香港鐵路有限公司 shall be appointed and hereby accepts appointment as the Manager of the Estate to manage and provide services in respect of the whole of the Estate in accordance with the provisions of, and on the terms and conditions set out in this Deed. For the avoidance of doubt, all the provisions contained in the Building Management Ordinance in relation to "DMC manager" and/or "manager" as defined in the Building Management Ordinance shall be applicable to the Manager appointed under this Deed and any subsequently appointed Manager. Also, for the avoidance of doubt, the MTR Portion and the KCR Portion shall be managed and controlled by the Owners of the MTR Portion and the KCR Portion respectively in their respective sole discretion and the Manager shall have no right to interfere with the management or control of the Station Complex or any part thereof in any manner.

(b) Subject to the restrictions of the Building Management Ordinance, MTR Corporation Limited 香港鐵路有限公司 in its capacity as Manager shall have the right to delegate or subcontract on such terms and conditions as it shall in its discretion deem fit and without the consent of the Owners any or all of its powers, rights and responsibilities under this Deed and in case of such delegation or sub-contract, all acts and deeds done or caused to be done by the delegatee or sub-contractor shall be valid and binding on the Owners and such delegate or sub-contractor shall remain responsible to the Manager who shall remain responsible for the management and control of the Estate.

(c) Subject to the provisions of the Building Management Ordinance and the provisions for termination hereinafter contained, such appointment shall be for an initial period of 2 years commencing from the date of this Deed ("the initial period").

(d) If and when the said appointment of MTR Corporation Limited 香港鐵路有限公司 or the appointment of such other person, firm or company as herein provided is terminated, the Owners, acting through the Development Owners' Committee in accordance with the provisions in that behalf contained in Section G of this Deed, may appoint such other person, firm or company as they may decide to be the Manager.

Termination of appointment

2. (a) The Manager may terminate its appointment at any time by giving not less than three months' notice in writing to the

Development Owners' Committee or where there is no Development Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Estate. Where there is no Development Owners' Committee, the notice referred to in this sub-clause may be given:

- (i) by delivering it personally to the Owner; or
- (ii) by sending it by post to the Owner at his last known address; or
- (iii) by leaving the notice at the Owner's Unit or depositing the notice in the letter box for that Unit.

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

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

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

terminate by notice the appointment of the Manager without compensation.

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

- (i) the notice of termination of appointment is in writing;
- (ii) provision is made in the resolution for a period of not less than 3 months' notice or, in lieu of notice, provision is made for an

agreement to be made with the Manager for the payment to him of a sum equal to the amount of remuneration which would have accrued to him during that period;

- (iii) the notice is accompanied by a copy of the resolution terminating the Manager's appointment; and
- (iv) the notice and the copy of the resolution are given to the Manager within 14 days after the date of the meeting.

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

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

(f) For the purposes of sub-clause (c) of this Clause:

- (i) only the Owners of Shares who pay or who are liable to pay the Management Charges relating to those Shares shall be entitled to vote;
- (ii) the reference in sub-clause (c)(ii) of this Clause to "the Owners of not less than 50% of the Shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the Shares in aggregate who are entitled to vote.

(g) If a contract for the appointment of a manager other than the Manager contains no provision for the termination of that manager's appointment, sub-clauses (c), (d), (e) and (f) of this Clause shall apply to the termination of that manager's appointment as they apply to the termination of the Manager's appointment.

(h) Sub-clause (g) of this Clause operates without prejudice to any other power there may be in a contract for the appointment of the manager other than the Manager to terminate the appointment of that manager.

(i) If a notice to terminate the Manager's appointment is given under sub-clauses (c) or (g) of this Clause:

- (i) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Development Owners' Committee (if any); and
- (ii) if no such appointment is approved under sub-clause (i)(i) of this Clause by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.

(j) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Estate, and the Owners' Corporation has appointed a Manager under sub-clause (i)(ii) above, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under sub-clause (i)(ii) above that may otherwise render that person liable for a breach of that undertaking or agreement.

(k) This Clause is subject to any notice relating to the Estate that may be published by the Secretary for Home Affairs under section 34E(4) of Building Management Ordinance (Chapter 344 of the Laws of Hong Kong Special Administrative Region) but does not apply to any single manager referred to in that section.

Delivery of books and bank accounts

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

(b) If the Manager's appointment ends for any reason, it shall within 2 months of the date its appointment ends at the cost and expense of the Owners :-

- (i) prepare :
 - (1) an income and expenditure account for the period beginning with the commencement of the financial year in which his appointment ends

and ending on the date his appointment ended; and

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

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

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

**The Manager's
Remuneration**

4. (a) The Manager shall be entitled to charge a monthly fee as remuneration for the performance of its duties hereunder, such fee to be payable in advance on the first day of each calendar month by way of deduction from the Management Charges collected as provided in this Deed .

- (b) (i) The amount of such remuneration shall be fixed at 10% of the expenditure referred to in Clause 1 of Section J of this Deed incurred by the Manager in any financial year in the management of the Estate (exclusive of Government rent and the Manager's Remuneration). No variation of the percentage of the Manager's Remuneration mentioned above may be made except with approval by a resolution of Owners at a meeting of the Owners of the Estate.

- (ii) For the purpose of calculating the Manager's Remuneration, the total expenditure necessarily and reasonably incurred in the management of the Estate shall exclude the Manager's Remuneration and any capital expenditure or expenditure

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

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

Manager as agent

5. Subject to the provisions of the Building Management Ordinance, the Manager is appointed to act as agent for and on behalf of all the Owners of the Estate duly authorised in accordance with the provisions of this Deed.

**Owners'
Corporation**

6. Notwithstanding anything contained in this Deed, during the existence of an Owners' Corporation in respect of the Development under the Building Management Ordinance as amended or varied from time to time or any legislation replacing the Building Management Ordinance, the general meeting of the Owners' Corporation convened under the Building Management Ordinance shall take the place of the meeting of Owners under this Deed and the management committee of the Owners' Corporation shall take the place of the Development Owners' Committee under this Deed.

Manager as Owner

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

SECTION I

POWERS AND DUTIES OF THE MANAGER

Authority and duties of the Manager

1. (a) Subject to the provisions of the Building Management Ordinance, subject to the rights and privileges of the Owner of the KCR Portion and the Owner of the MTR Portion under the Non-Railway Portion Assignment and the MTR Portion Assignment and subject to as provided in this Deed, the Manager shall have the authority to do all such acts and things as may be necessary or requisite for the management of the Estate and anything reasonably incidental thereto for and on behalf of all the Owners of the Estate in accordance with the provisions of this Deed.

(b) Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties, namely :-

- (i) To employ and to dismiss accountants, caretakers, security guards, watchmen, cleaners, attendants, gardeners and such other staff as may be required for the proper management of the Estate.
- (ii) To demand and receive from each Owner in accordance with the provisions of Section J of this Deed the Management Charges which shall without prejudice to any other remedy available hereunder be recoverable by the Manager by civil action and the defaulting Owner shall not be entitled to dispute the right of the Manager to sue and recover unpaid Management Charges.
- (iii) To pay the Government rent in respect of the Estate on the Owners' behalf in accordance with the provisions of Clause 3 of Section E of this Deed.
- (iv) (01) (Unless otherwise directed by the Owners' Corporation) To keep the Common Areas and the Common Services and Facilities insured in the full new reinstatement value thereof (plus a sum to cover demolition and clearance costs and architects', surveyors' and engineers' rebuilding fees) against loss or damage of or to the buildings and other structures comprised within the Common Areas and the Common

Services and Facilities against the Insured Risks;

- (02) if the Manager shall think fit, to procure block insurance for the entire Estate including those areas which are not the Common Areas in the full new reinstatement value thereof (plus a sum to cover demolition and clearance costs and architects', surveyors' and engineers' rebuilding fees) against loss or damage of or to the buildings and other structures comprised within the Estate against the Insured Risks;
- (03) (unless otherwise directed by the Owners' Corporation) to keep the Common Areas and the Common Services and Facilities or if the Manager shall think fit the whole Estate insured against third party liability, property owners' liability, public liability, occupiers' liability and/or any other similar liability; and
- (04) (unless otherwise directed by the Owners' Corporation) to keep the Common Areas and the Common Services and Facilities or if the Manager shall think fit the whole Estate insured against employers' liability in respect of the staff and/or the Manager's employees engaged in the management of the Estate provided always if all or any of the staff and/or Manager's employees are not employed exclusively for the management of the Estate the premium payable on the requisite policies shall be apportioned accordingly;

with a reputable insurance company or companies and, in respect of (03) and (04) above, with such limit or limits of indemnity as the Manager shall deem fit and to take out the requisite policies and to pay all premiums required to keep such policies in force.

- (v) To make suitable arrangements for the supply of fresh and flushing water and electricity and any other utilities or services to or for the Estate.
- (vi) To arrange for the supply, erection, maintenance, renewal and replacement of building name and directional signage and directory boards in the Common Areas.
- (vii) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of any buildings and other structures erected on or in the Estate and the external elevations, external walls (other than any external walls assigned to an Owner) and roof(s) and flat roofs thereof, and to replace any glass that may be broken in any doors or non-openable windows therein, the responsibility for doing any of which is not, under the terms of this Deed or any Sub-Deed of Mutual Covenant, allocated to any Owner.
- (viii) To carry out any works to the Estate which the Manager considers necessary for the enhancement, renovation or improvement of the Estate provided that the Manager shall not effect any improvements to facilities or services which involve expenditure in excess of 10% of the current annual management budget of the Estate except with the prior approval by a resolution of the Owners of the Estate at a meeting of the Owners of the Estate convened under this Deed.
- (ix) To maintain and keep in good and substantial repair and condition the Common Areas.
- (x) To arrange for the cleaning and lighting of the Common Areas and to arrange for cleaning of the external surface of the curtain walls including openable windows installed therein or thereto.
- (xi) To maintain and keep in good repair and condition the Common Services and Facilities and to replace or renew any parts that may need replacement or renewal.
- (xii) To maintain the fire protection and fire-fighting systems, equipment and apparatus upon the

Estate and in particular the automatically activated emergency lighting system providing emergency lighting for the staircases in accordance with the Code of Practice for Minimum Fire Service Installations and Equipment and to comply with all requirements of the Fire Services Department and generally so far as may be possible at all times to maintain the Estate safe from fire.

- (xiii) To engage suitable qualified personnel to inspect maintain, repair and keep in good substantial repair and condition, and carry out any necessary works in respect of the Slope and Retaining Structures (if any) which are required to be maintained by the Owners pursuant to the provisions of the Government Grant and in accordance with "Geoguide 5 - Guide to Slope Maintenance" published by the Geotechnical Engineering Office of the Civil Engineering Department as amended or replaced from time to time, the Slope Maintenance Manual (if any) and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the slope, retaining walls and related structures Provided that the aforesaid right of the Manager may also be exercised by the Owners' Corporation Provided further that the Manager shall not be personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners if having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all the relevant Owners.
- (xiv) To uphold, manage, maintain, clean or repair all those areas whether within or outside the boundary of the Land and the structures and services installed and provided thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land are required to uphold, manage, maintain, clean or repair the same under the conditions of the Government Grant (except where the relevant obligation is required to be performed and observed only by KCRC as the original grantee of the Land or the First Owner as the assignee of

KCRC under Special Condition No.(38)(b) of the Government Grant).

- (xv) To permit the Director, the Director of Water Supplies, the Government and public utilities company and their authorized persons, officers ,contractors, agents and workmen to enter into the Land and the Development and provide access for the ingress, egress and regress to, from and through the Land and the Development as may be required for the purpose of inspecting, checking, supervising and carrying out any works within the Reserved Areas, structures thereon or therein and any installation or for the purpose of the operation, maintenance, repairing, replacement and alteration of such works within the Reserved Areas.
- (xvi) To provide such security guards, watchmen and caretakers and to provide and maintain such security systems, equipment and apparatus as the Manager deems necessary and generally so far as may be possible at all times to maintain security on and in the Estate.
- (xvii) To manage, control and supervise the use and operation of the Private Recreational Areas and Facilities and the Private Open Space (excluding Private Open Space for Public Use) to insure against liability to persons using the same and to make, vary and enforce regulations regarding the persons using the same, the hours of use, fees for use and all other matters relating thereto provided that all fees and income which form part of the management fund shall be applied by the Manager towards the management repair, maintenance and improvement of the respective facilities.
- (xviii) To manage and control the visitors car parking and loading and unloading areas and spaces forming part of the Common Areas for the benefit and use of the Owners and their bona fide guests visitors or invitees (as the case may be).

- (xix) To prevent any person from altering or injuring any part of the structure or fabric or external appearance of any building erected on or in the Estate and to remove any structure or installation, plant or equipment, aerial or any other fixture, sign or advertisement or any other thing whatsoever which contravenes the terms of this Deed and to demand and receive from the Owner by whom such thing as aforesaid was erected or installed the costs and expenses of such removal Provided That the Owner(s) of the Commercial Accommodation may display, install, erect, affix or permit to be displayed, installed, erected or affixed upon the external walls forming part of the Commercial Accommodation owned by him (or them) logos, posters and other advertising signs or structures in accordance with Clause 4(a) of Part I of the Second Schedule to this Deed.
- (xx) To prevent any person from overloading the floors or lifts or electrical installations of or in any building erected on or in the Estate.
- (xxi) To prevent obstruction of any of the Common Areas.
- (xxii) To maintain and manage the Refuse Collection Point and to prevent any decaying, noisome, noxious or other refuse matter or excrement from being deposited on or in the Estate or any part thereof (other than at the Refuse Collection Point provided for such purpose) and to remove any refuse and arrange for its disposal at regular intervals and to maintain either on or off site refuse collection facilities to the satisfaction of the Director of Food and Environmental Hygiene.
- (xxiii) In consultation with the Development Owners' Committee (if any) from time to time to make revoke and amend the Club Rules. Each Owner of a Unit in the Residential Development and his family members shall subject to the Club Rules and payment of any fees imposed by the Manager be entitled to use the services and facilities provided in the Club House.

- (xxiv) To prevent the carrying out of any building works, foundation works or any other works on or within the Land or any part thereof which may damage, interfere with, obstruct or endanger the safe operation of the Station Complex, the Railways or any Railway Structures and Installations under in or passing through or in the vicinity of the Land or any part thereof in accordance with Special Condition Nos.(65) and (66) of the Government Grant.
- (xxv) To take such measures and precautions as may be required by the Director, the Director of Fire Services and all other relevant Government statutory authorities as to ensure the safety of the Railway Structures and Installations and the operation of the Railways and the Station Complex.
- (xxvi) Throughout the whole of the Term to comply with and observe to the satisfaction of the Director of Buildings all the requirements imposed by the Director of Buildings to protect the Station Complex, the Railways and the Railway Structures and Installations.
- (xxvii) To use its reasonable endeavours to prevent any breach by any person on or in the Estate of any provisions of the Government Grant and in the event of such a breach coming to its notice, if it considers necessary, to convene a meeting of the Owners of the Estate affected by the breach in accordance with the provisions of Section F of this Deed.
- (xxviii) To liaise with the relevant Government bodies or authorities on matters concerning the Estate so that the interests of the Owners and occupiers thereof are not unduly jeopardized by any public works and to make known their needs.
- (xxix) To appoint solicitors with authority to accept service of proceedings on behalf of all the Owners of the part or parts of the Estate affected.
- (xxx) To do all things which the Manager shall in its absolute discretion deem necessary or desirable for the purposes of maintaining and, subject to

prior consultation with the Development Owners' Committee, improving the amenities of the Estate for the better enjoyment or use thereof by the Owners and occupiers and their licensees.

- (xxxii) To give or refuse its consent or approval to anything which requires its consent or approval pursuant to this Deed or any Sub-Deed of Mutual Covenant entered into pursuant to this Deed (such consent or approval shall not be unreasonably withheld) and to impose conditions or additional conditions relative thereto and the giving or refusing of such consent or approval and the imposing of such conditions shall be final and conclusive and binding on the Owners provided that the grant of any consent or approval by the Manager shall not relieve an Owner from obtaining all necessary governmental consents.
- (xxxiii) To enforce the due observance and performance of the terms and conditions of this Deed or any Sub-Deed of Mutual Covenant entered into pursuant to this Deed by the Owners and occupiers and to take action in respect of any breach thereof including discontinuance of provision of management services to the defaulting Owners, to remedy any breach at the expense of the defaulting Owner following the expiration of reasonable notice requiring an Owner to remedy that breach (provided that the Manager shall at his own costs and expense make good all damages caused by the default of the Manager and shall be liable for the negligent, wilful or criminal acts of the Manager, its staff, agents and contractors) and the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned.
- (xxxiiii) To provide appropriate and sufficient waste separation and recovery facilities including but not limited to waste separation bins at such locations within the Common Areas as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Estate. The Manager shall ensure that the recovery facilities

shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored and sent for recycling. The Manager shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to Owners and occupiers of the Estate.

- (xxxiv) To make Building Rules to require the Owners and occupiers of the Estate to protect the environment of the Estate and to implement waste reduction, separation and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection, and to implement and/or monitor proper implementation of the Noise Mitigation Measures by Owners whose Residential Units contain Noise Mitigation Measures 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.
- (xxxv) Subject to the terms and conditions contained in the Government Grant and subject to the exceptions and reservations in the MTR Portion Assignment and the Non-Railway Portion Assignment and the rights of First Owner contained in this Deed and any Sub-Deed of Mutual Covenant and the prior approval of the Development Owners' Committee (if any) and the provisions in the Building Management Ordinance, to license or otherwise permit or grant the right to any person to have access to and to use any part of the Common Areas and Common Services and Facilities for such purpose and upon such terms and conditions as the Manager may deem fit, and subject to the additional prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed and any payment received for the approval shall be credited to the relevant

accounts of the Special Fund to grant licence to any person to install or affix chimneys, flues, pipes or any other structures or facilities on or within the Common Areas, and for this purpose to negotiate and enter into contracts, leases or licence agreements or arrangement with such persons on such terms as the Manager may deem fit PROVIDED THAT the Manager shall assign such contract, lease or licence agreement to the Owners' Corporation if the same shall have been formed and PROVIDED ALWAYS THAT any income received or benefit generated in the exercise by the Manager of the aforesaid powers shall accrue to the Owners of the Estate or the relevant part of the Estate (as the case may be) and be credited to the relevant accounts of the Special Fund and PROVIDED FURTHER THAT the right of any Owner to the use and enjoyment of any of the Common Areas and the Common Services and Facilities shall not be unreasonably interfered with and that no nuisance or hazard to any person lawfully in the Estate is caused thereby.

- (xxxvi) To implement and/or monitor proper implementation of Fire Safety Management Plan by Owners whose Residential Units contain approved open kitchen design in accordance with the Fire Safety Management Plan and to enter into the relevant Residential Units to take such measures and precautions as may be required to prevent any breach by any Owners in respect of the fire safety management in Residential Units and to assist such Owners to engage registered fire services installation contractors to carry out annual check and maintenance of the fire service installation and submit the maintenance certificate to the Fire Services Department.
- (xxxvii) To carry out such works as the Manager may consider necessary in relation to the maintenance, repair, replacement and security of all parts of the EV Facilities for Visitors' Car Parking Spaces.
- (xxxviii) To determine at its sole discretion the capacity of the EV charger permitted to be used by the

occupier and Owner of Car Parking Space.

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

(xxxx) To repair, maintain, service, alter and replace the signs, logos or structures (whether illuminated or not) for identifying the name(s) of the Estate or any component or any part thereof provided by the Owner(s) of the Estate or the relevant component or part thereof (as the case may be) and erected or to be erected on such parts of the external wall of the Estate Common Areas (as for identification purpose only shown coloured Yellow Circled Black on the Elevation Plan No. 3 and Elevation Plan No.4 annexed hereto) and all the costs and expenses incurred in connection therewith shall be borne by the Owners of the Estate or the Owner(s) of the relevant component or part of the Estate (as the case may be).

The Manager to control Common Areas etc.

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

The Manager's acts and decisions binding

3. All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed and the Building Management Ordinance in respect of any of the matters aforesaid shall be binding in all respects on all the Owners. For the avoidance of doubt, any contract entered into by the Manager in accordance with the provisions of this Deed shall be binding on all the Owners.

Powers of the Manager

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

Contracts entered into by Manager or the Development Owners' Committee

5. (a) Subject to the provisions in sub-clauses (b) and (c) of this Clause, the Manager or the Development Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless:

- (i) the supplies, goods or services are procured by invitation to tender; and
- (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance.

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

- (i) if there is an Owners' Corporation:
 - (1) the supplies, goods or services are procured by invitation to tender;
 - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance; and
 - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
- (ii) if there is no Owners' Corporation:
 - (1) the supplies, goods or services are procured by invitation to tender;
 - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance; and
 - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners of the Estate convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.

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

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

- (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
- (2) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or

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

- (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
- (2) the Owners decide by a resolution of the Owners passed at a meeting of Owners of the Estate convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

(d) The Manager may enter into contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunication network services subject to the following conditions:

- (i) the term of the contract will not exceed 3 years;
- (ii) the right to be granted under the contract must be non-exclusive and must provide for sharing the

use of the facilities and network with other service providers; and

- (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.

**Discretion of
the Manager**

6. The Manager shall have the discretion to :-

**in whose name
to perform
powers**

- (a) perform any of its duties, obligations and responsibilities or exercise any of its rights and powers and discretions hereunder (including instituting legal proceedings) under its own name or by or through its employees or agents or contractors or in the name of the Owners;

**Discretion to
refrain when any
act may be
contrary to law or
unprofessional or
affecting
Railways**

- (b) refrain from doing anything or the exercise of any right or power vested in the Manager which would or might be in the opinion of the Manager contrary to any law or governmental directive or unprofessional, immoral or inappropriate or render the Manager liable to any person or would or might in the opinion of the Manager adversely affect the safety or operation of the Railways, the Railway Structures and Installations or the Station Complex or the health or safety of the Owners or occupiers of the Estate or any part thereof or the safety of any part of the Estate and to do anything which in its absolute discretion the Manager may consider necessary to comply with any law or government directive;

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

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

**To obtain legal
or other expert
advice**

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

**Protection of
the Manager**

7. Neither the Manager nor any of its employees, agents or contractors shall be liable to the Development Owners' Committee or any Owner or any person whomsoever whether claiming through, under or in trust for the Development Owners' Committee or any Owner or otherwise except in the event of any act or omission involving criminal liability, dishonesty or negligence by or on the part of the Manager or its employees, agents or contractors:

- (a) for or in respect of any act, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed or any instruction from the Development Owners' Committee or the Owners;
- (b) for or in respect of any loss or damage to person or property caused by or through or in any way owing to any defect in or breakdown of the lifts, fire and security services equipment, the Common Services and Facilities, air-conditioning plant and other facilities (if any) of or in the Estate;
- (c) for or in respect of any loss or damage to person or property caused by or through or in any way owing to any failure, malfunction, explosion or suspension of the electricity or water supply to the Estate or any part thereof;
- (d) for or in respect of any loss or damage to person or property caused by or through or in any way owing to fire or the overflow or leakage of water from anywhere within the Estate or the influx of rainwater or other substances into, or the activity of termites, rats or other vermin in any of the buildings erected on or in the Estate;
- (e) for the security or safekeeping of the Estate or any persons or contents therein.

**Owners to
indemnify the
Manager**

8. The Owners of the Estate shall fully and effectually indemnify the Manager from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with the management of the Estate or anything mentioned in Clause 7 of this Section and all costs and expenses (including legal costs) in connection therewith save that the protection afforded by this Clause shall exclude any act or omission involving criminal liability, dishonesty or negligence by or on the part of the Manager or its employees, agents or contractors and no Owner shall be required to indemnify the Manager or its employees, agents or contractors from and against any action, claim etc. arising out of any act or omission.

SECTION J

MANAGEMENT CHARGES

**Costs to be borne
by all the Owners**

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Estate and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and shall be paid by the Owners of the Estate in the manner herein provided :-

- (a) Government rent (subject to the provisions of Clause 3 of Section E of this Deed);
- (b) the premia payable for the insurance of the Estate against the Insured Risks, third party liability, property owners liability, employers' liability, public liability, occupiers' liability and/or any other similar liability;
- (c) charges for the supply and consumption of water, electricity and other utilities and any similar charges in connection with the Estate and not being in respect of use or consumption of the same in any Unit used, occupied and enjoyed by one or some Owners to the exclusion of the other Owners;
- (d) the costs of repairing, maintaining, cleaning, painting and otherwise treating and decorating the structure and external elevations of the Estate and any buildings, and other structures erected on or in the Estate, or any part or parts thereof, which form parts of the Common Areas or the Common Services and Facilities, and of replacing broken glass in any doors or windows therein, the responsibility for any of which is not under the terms of this Deed or any Sub-Deed of Mutual Covenant allocated to any Owner, and also the costs of cleaning the external surface of the curtain walls including openable windows installed therein or thereto;
- (e) costs incurred by the First Owner and charged back to the Manager as a result of the First Owner undertaking any repairs or works to the Estate which it deems necessary pursuant to the provision of (a)(ii) of the Exceptions and Reservations section under Clause 3 of Part II of the Second Schedule to this Deed;
- (f) subject to Clause 1(b)(viii) of Section I hereof, the cost of any necessary demolition works or works the Manager

considers necessary for the rebuilding, improvement, enhancement or renovation of the Estate;

- (g) the costs of maintaining and keeping in good repair and condition the Common Areas;
- (h) the costs of cleaning and lighting the Common Areas;
- (i) the costs of landscaping the Common Areas and maintaining the same;
- (j) the costs of maintaining and keeping in good repair and condition the Common Services and Facilities;
- (k) the costs of running and operating the Common Services and Facilities;
- (l) the costs of operating and maintaining the fire protection and fire-fighting systems, equipment and apparatus;
- (m) the costs of operating and maintaining the security systems equipment and apparatus;
- (n) the costs of maintaining, operating, staffing, insuring and all other costs in connection with the Private Recreational Areas and Facilities and the Private Open Space (excluding the Private Open Space for Public Use);
- (o) the costs of purchasing or hiring all plant, equipment, apparatus or machinery necessary for the proper performance by the Manager of its powers and duties under this Deed and used solely for the benefit of the Estate;
- (p) all fees costs and expenses incurred by the Manager for the inspection, maintenance and repair of the Slope and Retaining Structures (if any) in accordance with the publication entitled "Geoguide 5 - Guide to Slope Maintenance" published by Geotechnical Engineering Office of the Civil Engineering Department as amended or replaced from time to time, the Slope Maintenance Manual (if any) and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slope and Retaining Structures (if any) and which are required to be maintained by the Owners of the Estate pursuant to the provisions of the Government Grant;
- (q) remuneration for all management staff, caretakers, security guards, watchmen, cleaners, attendants, gardeners and such

other staff as may be required for the proper management of the Estate;

- (r) the costs of refuse disposal;
- (s) the costs of pest control;
- (t) the costs of decorating the Common Areas during Christmas, Chinese New Year and other festivities;
- (u) all reasonable professional fees and costs incurred by the Manager including :
 - (i) fees and costs of surveyors, rating surveyors, valuers, architects, engineers and others employed in connection with the management, maintenance and improvement of the Estate or any part or parts thereof;
 - (ii) solicitors and other legal fees and costs incurred in the exercise of its rights, powers and/or duties under this Deed;
 - (iii) fees and costs of accountants, auditors and/or any other consultants employed in connection with the accounts or the Manager's statements;
- (v) a reasonable sum for contingencies;
- (w) the Manager's Remuneration;
- (x) the costs of upholding, managing, maintaining, cleaning, repairing or landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land and the structures and services installed and provided thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land are required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (except where the relevant obligation is required to be performed and observed only by KCRC as the original grantee of the Land under the Government Grant or by the First Owner as the assignee of KCRC under Special Condition No.(38)(b) of the Government Grant);

- (y) any other costs, charges, and expenses properly incurred by the Manager in the performance of any duty or in the exercise of any power hereunder; and
- (z) the costs of operating and maintaining the EV Facilities for Visitors' Car Parking Spaces ;

but such costs, charges and expenses shall exclude costs, charges and expenses of a capital nature relating to the Estate and for the replacement of installations, systems, equipment and apparatus within the Common Areas and the Common Services and Facilities which shall be payable out of the Special Fund hereinafter mentioned;

Special Fund

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

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

the costs of the relevant investigation works and professional services;

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

(b) Except where the First Owner has made payments in accordance with Clause 9(b) of this Section J, the first Owner of each Unit shall upon the assignment of the Unit from the First Owner pay to the Manager an initial contribution to the Special Fund in accordance with Clause 9(a)(ii) of this Section J. Each Owner of the Estate shall make further periodic contributions to the said Special Fund for each financial year in such amount and at such time to be determined by a resolution of the Owners of the Estate at an Owners' meeting convened under this Deed or by a resolution of the Owners of the relevant part of the Estate at a meeting of the Owners of the relevant part of the Estate convened under this Deed or the relevant Sub-Deed of Mutual Covenant (as the case may be). If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the estate account of the Special Fund by the Owners in any financial year, and the time when those contribution shall be payable. The payment made by the Owners towards the Special Fund is neither refundable to any Owner by the Manager nor transferable to any new Owner.

(c) The Special Fund shall be deposited in interest bearing accounts the titles of which shall refer to the relevant accounts of the Special Fund opened and maintained by the Manager with a licensed bank within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong Special Administrative Region) in Hong Kong and held on trust for the relevant Owners and the Manager shall use the bank accounts exclusively for the purposes referred to in Clause 2(a) of this Section J. The Manager shall include in the accounts to be submitted to the Owners in

accordance with the provisions of Clause 8 of this Section a statement showing changes in the respective relevant accounts of the Special Fund during the previous year.

(d) Without prejudice to the generality of Clause 2(c) of this Section J, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the relevant accounts of the Special Fund.

(e) The Manager shall display a document showing evidence of any account opened and maintained under Clause 2(c) or (d) of this Section J in a prominent place in the Estate.

(f) Each account of the Special Fund shall be established by the Manager following the taking over of the management and commencement of provision of management services by the Manager for the particular part of the Estate falling within the scope of that account of the Special Fund. The Manager shall without delay pay all money received by him in respect of the Special Fund into the relevant accounts opened and maintained under Clause 2(c) of this Section J or, if there is an Owners' Corporation, the relevant accounts opened and maintained under Clause 2(d) of this Section J.

(g) Except in a situation considered by the Manager to be an emergency, money shall not be paid out of the Special Fund unless it is for a purpose approved by the Development Owners' Committee. The Manager shall not use the Special Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Estate.

Financial Year

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

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

Determination of Management Charges

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

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

(b) In respect of each financial year (other than the first), the Manager shall, in the preceding financial year in consultation with the Development Owners' Committee (in so far as each financial year other than the first is concerned), :-

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

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

- (i) until he has so complied, be deemed to be the same as the total amount of Management Charges (if any) for the previous financial year;
- (ii) when he has so complied, be the total proposed expenditure specified in the budgets for that financial year, and the amount that the Owners of the Estate shall contribute towards the

Management Charges shall be calculated and adjusted accordingly.

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

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

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

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

(h) For the purposes of this Clause, "**expenditure**" (開支) includes all costs, charges and expenses to be borne by the Owners of the Estate, including the Manager's Remuneration.

(i) The Manager shall prepare the following budgets :-

- (i) an Estate Management Budget which shall show the estimated expenditure for the management and maintenance of the Estate Common Areas and the Estate Common Services and Facilities including the contribution to the estate account of the Special Fund and the Manager's Remuneration but excluding expenditure attributable to the Residential Development, the Commercial Accommodation or the Car Parking Spaces;

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

**Payment of
Management
Charges**

5. (a) Each Owner of the Estate shall contribute towards the Management Charges monthly in advance a contribution equal to 1/12th of the Management Charges payable by that Owner for that year on the first day of each calendar month.

(b)(I) Subject to sub-clause (b)(II) of Clause 5 of Section J of this Deed, the Owners of the Estate shall contribute towards the Management Charges in the following manner :-

- (i) all Owners of Units in the Estate shall contribute to the expenses of the Estate Management Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to the Estate;
- (ii) the Owners of the Residential Units shall contribute to the expenses of the Residential Development Management Budget in the proportion that the Management Units attributable to the Residential Units owned by

them bears to the total Management Units allocated to the Residential Development; and

- (iii) the Owners of the Car Parking Spaces shall contribute to the expenses of the Residential Car Park Management Budget in the proportion that the Management Units attributable to such Car Parking Spaces owned by them bears to the total Management Units allocated to all Car Parking Spaces

Provided That where the Manager prepares sub-budgets or sub-sub-budgets for any part of the Estate other than the above budgets, only the expenses which are attributable to that part as a whole shall be apportioned and the expenses of any sub-budget or sub-sub-budget shall be paid by the Owners of Units covered by such a sub-budget or sub-sub-budget in the proportion that the Management Units attributable to the Units owned by them bears to the total number of Management Units allocated to the relevant part of the Estate covered by such a sub-budget or sub-sub-budget.

(b)(II) Since the Residential Car Park Common Areas and the Residential Car Park Common Services and Facilities also serve and benefit the Visitors' Car Parking Spaces which are Residential Common Areas, part of the expenditure for management and maintenance of the Residential Car Park Common Areas and the Residential Car Park Common Services and Facilities, including the contribution to the car park account of the Special Fund, will be incurred solely for the benefits of all Owners of Residential Units. As such, the Manager will charge all Owners of Residential Units a percentage of the expenditure to be calculated in the proportion that the gross floor area of the Visitors' Car Parking Spaces bears to the total gross floor area of the Car Parking Spaces and the Visitors' Car Parking Spaces, so that:-

- (i) the Owners of the Residential Units shall contribute to such percentage of the costs and expenses of the Residential Car Park Management Budget calculated as aforesaid in the proportion that the Management Units attributable to the Residential Units owned by them bear in particular to the total Management Units attributable to all Residential Units;
- (ii) the Owners of the Car Parking Spaces shall contribute to the remaining part of the costs and expenses of the Residential Car Park Management

Budget in the proportion that the Management Units attributable to the Car Parking Spaces owned by them bear in particular to the total Management Units attributable to all Car Parking Spaces.

(b)(III) Notwithstanding anything contained in this Deed to the contrary, the Owner of the KCR Portion and the Owner of the MTR Portion shall share, and contribute to, the costs and expenses of the Estate Management Budget in so far as the same is attributable to the maintenance and management of the Slope and Retaining Structures and the prestressed ground anchors but not otherwise and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Slope and Retaining Structures and the prestressed ground anchors in the following manner :-

- (i) the Owner of the KCR Portion, the Owner of the MTR Portion and the Owners of the Estate shall contribute to the costs and expenses of the Estate Management Budget in so far as the same is attributable to the maintenance and management of the Slope and Retaining Structures and the prestressed ground anchors and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Slope and Retaining Structures and the prestressed ground anchors, in the proportion that the respective gross floor areas of the KCR Portion, the MTR Portion and the Estate bears to the total gross floor area of the Development.
- (ii) Subject to sub-clause (b)(III)(i) of Clause 5 of Section J of this Deed, for the purpose of fixing the contribution by the Owner of the KCR Portion, the Owner of the MTR Portion and the Owners of the Estate respectively towards the costs and expenses for the maintenance and management of the Slope and Retaining Structures and the prestressed ground anchors and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Slope and Retaining Structures and the prestressed ground anchors, the Manager shall prepare a sub-budget under the Estate Management Budget showing the estimated annual costs and expenses for the management and maintenance of the Slope and Retaining Structures and the prestressed ground anchors and such expenditure for major

works of a capital nature or of a kind not expected to be incurred annually in respect of the Slope and Retaining Structures and the prestressed ground anchors for the ensuing year and a copy of such sub-budget shall be sent to the Owner of the KCR Portion and the Owner of the MTR Portion for its information.

(iii) If any payment as provided in sub-clause (b)(III)(i) of Clause 5 of this Section is more than thirty days in arrears from the date of demand the Manager shall have the right without prejudice to any other right or remedy hereunder to :-

- (a) charge interest calculated at the rate of 2% per annum above the prime rate from time to time of The Hongkong & Shanghai Banking Corporation Limited on the amount unpaid (such interest to be calculated from the due date and not thirty days thereafter);
- (b) make a collection charge of an amount not exceeding 10% of the amount unpaid to cover the cost (other than legal costs of proceedings brought by the Manager in exercise of its power in that behalf contained in Clause 1(b)(xxxii) of Section I of this Deed) of the extra work occasioned by the default; and
- (c) demand and collect from the Owner of the KCR Portion and/or the Owner of the MTR Portion (as the case may be) all costs and expenses (including any legal costs on a solicitor and own client basis) which may be incurred by the Manager in recovering the sum payable by the Owner of the KCR Portion and/or the Owner of the MTR Portion (as the case may be) as provided in sub-clause (b)(III)(i) of Clause 5 of this Section together with interest and the collection charge thereon as provided in sub-clauses (a) and (b) hereof.

(c) The Manager shall on or before the first day of each calendar month render to each of the Owners of the Estate by sending to their respective Unit or to such other address as an Owner may from time to time in writing advise to the Manager either by post or by hand a written

notification showing the amount of the monthly charge payable by such Owner.

(d) Notwithstanding any provisions to the contrary, the Owners of the Estate shall pay to the Manager any shortfall in the Manager's Remuneration within 21 days from the completion of the preparation of an income and expenditure account and balance sheet in accordance with Clause 8(c) of Section J of the Deed.

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

**Failure by an
Owner to make
payment**

6. (a) If any payment as provided in this Section J is more than thirty days in arrears from the date of demand the Manager shall have the right without prejudice to any other right or remedy hereunder to :-

- (i) charge interest calculated at the rate of 2% per annum above the prime rate from time to time of The Hongkong & Shanghai Banking Corporation Limited on the amount unpaid (such interest to be calculated from the due date and not thirty days thereafter);
- (ii) make a collection charge of an amount not exceeding 10% of the amount unpaid to cover the cost (other than legal costs of proceedings brought by the Manager in exercise of its power in that behalf contained in Clause 1(b)(xxxii) of Section I of this Deed) of the extra work occasioned by the default.

(b) If default shall be made as aforesaid any sum payable by the defaulting Owner together with interest thereon as provided in sub-clause (a) hereof and all costs and expenses (including any legal costs on a solicitor and own client basis) which may be incurred in recovering the same and in registering the charge hereinafter referred to, shall be charged on the Share or Shares of the defaulting Owner and the Manager shall be entitled to register a Memorial of such charge at the Land Registry against the Share or Shares of the defaulting Owner and to apply to the Court for an Order for the sale of the defaulting Owner's Share or Shares of and in the Land and the Development together with the right to the exclusive use occupation and enjoyment of the Unit held therewith.

**Miscellaneous
and surplus
income**

7. (a) Any miscellaneous income or payment received by the Manager from or in respect of the Estate, not being for the defrayment of any specific expense shall be credited to the Special Fund . Miscellaneous income shall for the purpose of this Deed include, without prejudice to the generality of the foregoing :-

- (i) any monies received pursuant to Clause 9(a)(iv) of this Section and not expended for the purpose specified in that Clause;
- (ii) any interest or collection charges referred to in Clause 6 of this Section;
- (iii) any damages for the breach, non-observance or non-performance of the terms and conditions of this Deed recovered by the Manager in any legal proceedings brought by it in exercise of its power in that behalf contained in Clause 1(b)(xxxii) of Section I of this Deed; and
- (iv) any sum or charges or expenses received from Owners in respect of the issue of licence or consent by the Manager referred to in Clause 1(b)(xxxv) of Section I of this Deed.

(b) Any surplus of income over expenditure shown in the audited accounts for any financial year shall be applied towards the payment of future costs, charges and expenses in respect of the management of the Estate, or be transferred to the relevant account(s) of the Special Fund referred to in Clause 2(a) of this Section, and shall in either case be taken into account when calculating the relevant budget for the following financial year.

**The Manager to
keep accounts**

8. (a) The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least 6 years.

(b) Within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare summaries of income and expenditure and balance sheets in respect of that period, display copies of the summaries and balance sheets in a prominent place in the Estate, and cause them to remain so displayed for at least 7 consecutive days.

(c) Within 2 months after the end of each financial year, the Manager shall prepare income and expenditure accounts and balance sheets for that year, display copies of the income and expenditure accounts and balance sheets in a prominent place in the Estate, and cause them to remain so displayed for at least 7 consecutive days.

(d) Each income and expenditure account and balance sheet shall include details of the respective accounts of the Special Fund referred to in Clause 2(a) of this Section J and an estimate of the time when there will be a need to draw on those accounts of the Special Fund, and the amount of money that will be then needed.

(e) The Manager shall :-

- (i) permit any Owner, at any reasonable time, to inspect the books or records of account and any income and expenditure account or balance sheet; and
- (ii) on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him.

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

- (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
- (ii) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure

account and balance sheet, or both, as requested by the Owner.

(g) The Owners, prior to the formation of the Owners' Corporation, shall following a resolution of the Owners at the meeting of the Owners of the Estate convened under this Deed have power to require or arrange for, the annual accounts prepared by the Manager pursuant to this Section to be audited by an independent auditor of the Owners' choice.

Owners' deposits

9. (a) Except where the First Owner (in its capacity as an Owner of Units) has made payments in accordance with Clause 9(b) of this Section J, the first Owner of any Unit from the First Owner shall on completion of his purchase and before taking occupation pay and contribute to the Manager as security against his liabilities under this Deed :-

- (i) a non-refundable but transferable deposit in respect of his obligation to contribute to Management Charges of a sum equivalent to three months' Management Charges;
- (ii) a non-refundable and non-transferable payment in respect of his obligation to contribute to the Special Fund to be established pursuant to Clause 2 of this Section of a sum equivalent to two months' Management Charges;
- (iii) an advance payment in respect of his obligation to contribute to Management Charges of a sum equivalent to two months' Management Charges;
- (iv) a non-refundable and non-transferable sum equivalent to one month's Management Charges for Owners of Residential Units as debris removal fees for debris removal and disposal. Any such charges received by the Manager which are not so used for debris removal or if so used the remaining balance thereof should be credited to the residential account of the Special Fund.

(b) The First Owner (in its capacity as an Owner of Units) shall make the payments referred to in Clause 9(a)(i), (ii) and (iv) of this Section if the First Owner remains the Owner of Units in a part of the Estate the construction of which has been completed on whichever is the later of the date 3 months after (i) execution of this Deed or (ii) the date when First Owner is in a position validly to assign those Units (i.e. when the consent to assign or certificate of compliance has been issued).

(c) In the event of any increase in the Owner's monthly Management Charges the Owner of any Unit in the Estate shall forthwith

upon receipt of the relevant notice given by the Manager pay to the Manager a further sum to the intent that the deposit referred to in Clause 9(a)(i) of this Section J shall be made up to a sum equivalent to three months' current Management Charges. The deposits shall not be set off against any payment to be made under this Deed.

(d) The Manager shall place all such deposits in an interest bearing bank account opened by the Manager with a licensed bank within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong Special Administrative Region) in Hong Kong the titles of which shall respectively refer to the Management Charge Deposits and Special Fund Deposits and the same shall be held in trust for all the Owners.

**Change of
ownership**

10. (a) Any person ceasing to be the Owner of any Share shall in respect of the Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the fund provided for in Clauses 2, 5, 7 and 9 of this Section J and held by the Manager to the intent that such fund shall be held for such Owner's successor in title and applied for the management of the Estate as herein provided irrespective of changes in ownership Provided That any deposit paid pursuant to Clause 9(a)(i) of this Section J or the balance thereof by an Owner may be transferred into the name of a new Owner.

(b) All persons prior to acquiring any Unit shall first ascertain from the Manager that there are no outstanding Management Charges in respect thereof. If there are outstanding Management Charges, the new Owner and the outgoing Owner shall become jointly and severally liable to pay the same. The Manager shall have the right to pursue both or either of the new Owner or the outgoing Owner for payment of any outstanding Management Charges.

**Management
fund**

11. (a) The Manager shall open and maintain interest-bearing account(s) and shall use that account(s) exclusively in respect of the management of the Estate.

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

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

(d) Subject to sub-clauses (e) and (f) of this Clause, the Manager shall without delay pay all money received by him in respect of Management Charges into the relevant account(s) opened and maintained

under sub-clause (a) of this Clause or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b) of this Clause.

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

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

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

**Outgoings up to
first assignment**

12. All outgoings including Management Charges and any Government rent up to and inclusive of the date of the first assignment of a Unit shall be paid by the First Owner as Owner of the Unit. An Owner shall not be required to make any payment or reimburse the First Owner for these outgoings.

SECTION K

BUILDING RULES AND FITTING OUT RULES

Rules binding

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

**Deposit for
Works**

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

**Amendment of
rules**

3. Subject to Clause 8 of this Section, the Manager shall have power from time to time to make, revoke and amend the Building Rules and Fitting Out Rules Provided that if the Development Owners' Committee is in existence the Building Rules and Fitting Out Rules referred to in Clause 1 of this Section shall only be made, revoked or amended with the prior approval of the Development Owners' Committee.

**Rules to be posted
on notice boards**

4. Copies of the Building Rules and Fitting Out Rules from time to time in force shall be posted on the public notice boards in the Estate.

Conflict

5. Such Building Rules and Fitting Out Rules shall be supplementary to the terms and conditions contained in this Deed and any Sub-Deed of Mutual Covenant and shall not in any way derogate from such terms and conditions nor be inconsistent with or contravene with the Building Management Ordinance or the conditions of the Government Grant. In the event of conflict between such Building Rules or Fitting Out Rules and the provisions of the Building Management Ordinance or the Government Grant, the latter shall prevail.

**Exclusion of
liability**

6. The Manager shall not be liable for any loss or damage however caused arising from any breach or non-observance of such Building Rules or Fitting Out Rules by any Owner of the Estate, his servants, agents, contractors, licensees or tenants or any other person.

**Exemption of
Owners of the
Station Complex
from observing
Fitting Out Rules**

7. Notwithstanding anything to the contrary contained in this Deed, the Owners of the Station Complex shall not be required to observe the Building Rules and the Fitting Out Rules in relation to the Station Complex or any part(s) thereof.

**Building Rules
and Fitting Out
Rules not to affect
Station Complex**

8. The Building Rules and the Fitting Out Rules (including any amendment and variation made in accordance with Clause 3 of this Section) must not adversely affect or interfere with the use, operation and enjoyment of the Station Complex or any part thereof.

SECTION L

INTERPRETATION AND MISCELLANEOUS

Marginal notes, headings and index

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

Plurals and genders

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

Service of notices

3. (a) All notices or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by prepaid post to or left at the Unit of which the party to be served is the Owner notwithstanding that such party shall not personally occupy such Unit Provided that if other address has been given by an Owner pursuant to Clause 3(d) of this Section L, such notices or demands shall be sent by prepaid post to that address only and Provided further that where notice is to be given to an Owner who is a mortgagee, such notice shall be served on the mortgagee, if a Company, at its last known place of business or, if an individual at his last known residence in Hong Kong.

(b) All notices required to be given to the Manager shall be properly served if sent by prepaid post to or left at its registered office or the management office of the Estate or such other address as may be notified by the Manager from time to time.

(c) All notices required to be given to the Development Owners' Committee shall be properly served if sent by prepaid post to or left with the Chairman or Secretary of the Committee at his usual residential address.

(d) All non-resident Owners shall provide the Manager with an address within Hong Kong for service of process and notices to be given pursuant to this Deed.

Covenants to run with the land

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

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

Action by Owner(s)

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

Chinese translation

6. Within one month of the date of this Deed, the First Owner shall at its own cost cause a direct translation in Chinese of this Deed to be made and deposit a copy of this Deed and the Chinese translation in the management office in the Estate for inspection by all Owners free of charge and for taking copies at their own expense and upon payment of reasonable copying charges. All charges received shall be credited to the estate account of the Special Fund. In the event of a dispute as to the effect of the Chinese translation and the English version of this Deed approved by the Director, the English version is to prevail.

**Common Areas
plan**

7. The Manager shall keep at the management office of the Estate and make available for inspection by the Owners free of costs and charges during

normal office hours a copy of the common areas plans attached to this Deed and, upon execution of any Sub-Deed of Mutual Covenant or Deed Poll (as the case may be) relating to any part of the Estate, a copy of the common areas plans attached to such Sub-Deed of Mutual Covenant or Deed Poll. The said copies of plans shall be certified as to its accuracy by or on behalf of an authorised person for the Estate.

**Building
Management
Ordinance**

8. (a) Nothing in this Deed shall prejudice or in any way be construed or constructed so as to prejudice or exclude the operation of the provisions of the Building Management Ordinance and the Schedules thereto.

(b) Within one month of the date of this Deed, the First Owner shall at its own cost deposit a copy of Schedule 7 and Schedule 8 to the Building Management Ordinance in both English and Chinese versions in the management office in the Estate for reference by all Owners free of charge and for taking copies at their own expense and upon payment of reasonable copying charges. All charges received shall be credited to the estate account of the Special Fund.

**Slope Maintenance
Manual**

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

**Fire Safety
Management Plan**

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

**Communication
among Owners**

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

**Maintenance
Manual for the
Works and
Installations**

12. (a) The First Owner shall at its own cost and expense prepare the first Maintenance Manual for the Works and Installations for the reference of the Owners of Units and the Manager setting out the following details :

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

facilities and equipment;

- (ii) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
- (iii) Recommended maintenance strategy and procedures;
- (iv) A lists of items of the Works and Installations requiring routine maintenance;
- (v) Recommended frequency of routine maintenance inspection;
- (vi) Checklist and typical inspection record sheets for routine maintenance inspection; and
- (vii) Recommended maintenance cycle of the Works and Installations.

(b) Within one (1) month after the execution of this Deed, the First Owner shall deposit a full copy of the first Maintenance Manual for the Works and Installations at the management office of the Estate for inspection by the Owners of Units free of charge and any Owner of a Unit or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the estate account of the Special Fund.

- (c)
 - (i) The Manager shall on behalf of and at the cost and expense of the Owners of Units inspect, maintain and carry out all necessary works for the Common Areas and the Common Services and Facilities including those part or parts of the Works and Installations forming part of the Common Areas and the Common Services and Facilities.
 - (ii) The Owner of a Unit shall at his own costs and expense inspect, maintain and carry out all necessary works for the Units including those part or parts of the Works and Installations forming part of their Units.

(d) The Owners of the Units may, by a resolution of Owners of the Estate convened under this Deed, amend and revise the Schedule of Works and Installations and the Maintenance Manual for the Works and

Installations or any part thereof as the Owners of the Units shall deem fit, in which event the Manager shall procure a revised Schedule of Works and Installations and a revised Maintenance Manual for the Works and Installations or any amendments thereto from a qualified professional or consultant within such time as may be prescribed by the said Owners' resolutions. All costs and expenses of and incidental to the preparation of the revised Schedule of Works and Installations and the revised Maintenance Manual for the Works and Installations or any subsequent amendments thereto shall be borne by the Owners of the Units and paid out of the estate account of the Special Fund.

(e) The Manager shall deposit the revised Maintenance Manual for the Works and Installations and any subsequent amendments thereto within one month from the date of its preparation at the management office of the Estate for inspection by the Owners of Units free of charge and any Owner of a Unit or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the estate account of the Special Fund.

No conflict

13. No provision contained in this Deed shall be conflicting with or in breach of the conditions of Government Grant.

THE FIRST SCHEDULE

PART I

Allocation of Shares

		Number of Shares
(I)	Phase 2A	
	Commercial Accommodation	228,786
	Residential Units (Flats)	656,696
	Tower 1 (1A)	152,068
	Tower 1 (1B)	111,232
	Tower 2 (2A)	116,360
	Tower 2 (2B)	132,280
	Diamond Sky Mansion	29,790
	Luna Sky Mansion	27,738
	Star Sky Mansion	29,745
	Sun Sky Mansion	28,881
	Ocean Sky Mansion	28,602
	Residential Car Parking Spaces	42,081
	324 Residential Car Parking Spaces (125 Shares each)	40,500
	3 Residential Accessible Car Parking Spaces (175 Shares each)	525
	44 Residential Motor Cycle Parking Spaces (24 Shares each)	1,056
	Common Areas	2,000
(II)	Phase 2B	
	Commercial Accommodation	310,410
	Common Areas	1,000
		311,410
(III)	Station Complex	
	KCR Portion	243,750
	MTR Portion	170,070
		413,820
(IV)	Subsequent Phases	1,165,861
	Total :	2,820,654

Notes :

- There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F and 27/F is the Refuge Floor for Towers 1 (1A), 1 (1B), 2 (2A) and 2 (2B).
- There is no designation of 13/F and 14/F for Diamond Sky Mansion, Luna Sky Mansion, Star Sky Mansion, Sun Sky Mansion and Ocean Sky Mansion.

Allocation of Shares to each Residential Unit

<u>Tower 1</u> <u>(1A)</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares</u> <u>allocated to each Flat</u>	<u>Sub-Total</u>
	6/F (1 Storey)	A	1,372	1,372
		B	1,190	1,190
		C	1,233	1,233
	7/F – 12/F, 15/F – 23/F and 25/F – 26/F (17 Storeys)	A	1,372	23,324
		B	1,190	20,230
		C	1,241	21,097
	28/F – 33/F, 35/F – 43/F and 45/F – 51/F (22 Storeys)	A	1,372	30,184
		B	1,188	26,136
		C	1,241	27,302

				152,068

Note :

There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F and 27/F is the Refuge Floor.

<u>Tower 1</u> <u>(1B)</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares</u> <u>allocated to each Flat</u>	<u>Sub-Total</u>
	6/F (1 Storey)	A	470	470
		B	397	397
		C	322	322
		D	241	241
		E	313	313
		F	313	313
		G	315	315
		H	402	402
	7/F – 12/F, 15/F – 23/F, 25/F – 26/F, 28/F – 33/F, 35/F – 43/F and 45/F – 51/F (39 Storeys)	A	478	18,642
		B	397	15,483
		C	322	12,558
		D	241	9,399
		E	313	12,207
		F	313	12,207
		G	315	12,285
		H	402	15,678

				111,232

Note :

There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F and 27/F is the Refuge Floor.

<u>Tower 2</u> <u>(2A)</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares</u> <u>allocated to each Flat</u>	<u>Sub-Total</u>
	6/F – 12/F, 15/F – 23/F,	A	1,220	48,800
	25/F – 26/F, 28/F – 33/F,	B	1,205	48,200
	35/F – 43/F and 45/F –	C	484	19,360
	51/F			
	(40 Storeys)			

				116,360

Note :

There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F and 27/F is the Refuge Floor.

<u>Tower 2</u> <u>(2B)</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares</u> <u>allocated to each Unit</u>	<u>Sub-Total</u>
	6/F – 12/F, 15/F – 23/F,	A	336	13,440
	25/F – 26/F, 28/F – 33/F,	B	482	19,280
	35/F – 43/F and 45/F –	C	325	13,000
	51/F	D	314	12,560
	(40 Storeys)	E	313	12,520
		F	320	12,800
		G	243	9,720
		H	239	9,560
		J	342	13,680
		K	393	15,720

				132,280

Notes :

1. There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F and 27/F is the Refuge Floor.
2. There is no designation of Flat I.

<u>Diamond</u> <u>Sky</u> <u>Mansion</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares</u> <u>allocated to each Flat</u>	<u>Sub-Total</u>
	6/F – 12/F, 15/F – 16/F,	A	1,806	16,254
	(9 Storeys)	B	1,504	13,536

				29,790

Note :

There is no designation of 13/F and 14/F.

<u>Luna Sky</u> <u>Mansion</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares</u> <u>allocated to each Flat</u>	<u>Sub-Total</u>
	6/F – 12/F, 15/F – 16/F, (9 Storeys)	A	1,535	13,815
		B	1,547	13,923

				27,738

Note :
There is no designation of 13/F and 14/F.

<u>Star Sky</u> <u>Mansion</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares</u> <u>allocated to each Flat</u>	<u>Sub-Total</u>
	6/F – 12/F, 15/F – 16/F, (9 Storeys)	A	1,515	13,635
		B	1,790	16,110

				29,745

Note :
There is no designation of 13/F and 14/F.

<u>Sun Sky</u> <u>Mansion</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares</u> <u>allocated to each Flat</u>	<u>Sub-Total</u>
	6/F – 12/F, 15/F – 16/F, (9 Storeys)	A	1,730	15,570
		B	1,479	13,311

				28,881

Note :
There is no designation of 13/F and 14/F.

<u>Ocean Sky</u> <u>Mansion</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares</u> <u>allocated to each Flat</u>	<u>Sub-Total</u>
	6/F – 12/F, 15/F – 16/F, (9 Storeys)	A	1,485	13,365
		B	1,693	15,237

				28,602

Note :
There is no designation of 13/F and 14/F.

THE FIRST SCHEDULE

PART II

Allocation of Management Units

		Number of Management Units
(I)	Phase 2A	
	Commercial Accommodation	228,786
	Residential Units (Flats)	656,696
	Tower 1 (1A)	152,068
	Tower 1 (1B)	111,232
	Tower 2 (2A)	116,360
	Tower 2 (2B)	132,280
	Diamond Sky Mansion	29,790
	Luna Sky Mansion	27,738
	Star Sky Mansion	29,745
	Sun Sky Mansion	28,881
	Ocean Sky Mansion	28,602
	Residential Car Parking Spaces	42,081
	324 Residential Car Parking Spaces (125 Management Units each)	40,500
	3 Residential Accessible Car Parking Spaces (175 Management Units each)	525
	44 Residential Motor Cycle Parking Spaces (24 Management Units each)	1,056
(II)	Phase 2B	
	Commercial Accommodation	310,410
Total of Phase 2A and Phase 2B:		----- 1,237,973 =====

Notes :

1. There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F and 27/F is the Refuge Floor for Towers 1 (1A), 1 (1B), 2 (2A) and 2 (2B).
2. There is no designation of 13/F and 14/F for Diamond Sky Mansion, Luna Sky Mansion, Star Sky Mansion, Sun Sky Mansion and Ocean Sky Mansion.

Allocation of Management Units to each Residential Unit

<u>Tower 1</u> <u>(1A)</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units</u> <u>allocated to each Flat</u>	<u>Sub-Total</u>
	6/F (1 Storey)	A	1,372	1,372
		B	1,190	1,190
		C	1,233	1,233
	7/F – 12/F, 15/F – 23/F and 25/F – 26/F (17 Storeys)	A	1,372	23,324
		B	1,190	20,230
		C	1,241	21,097
	28/F – 33/F, 35/F – 43/F and 45/F – 51/F (22 Storeys)	A	1,372	30,184
		B	1,188	26,136
		C	1,241	27,302

				152,068

Note :

There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F and 27/F is the Refuge Floor.

<u>Tower 1</u> <u>(1B)</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units</u> <u>allocated to each Flat</u>	<u>Sub-Total</u>
	6/F (1 Storey)	A	470	470
		B	397	397
		C	322	322
		D	241	241
		E	313	313
		F	313	313
		G	315	315
		H	402	402
	7/F – 12/F, 15/F – 23/F, 25/F – 26/F, 28/F – 33/F, 35/F – 43/F and 45/F – 51/F (39 Storeys)	A	478	18,642
		B	397	15,483
		C	322	12,558
		D	241	9,399
		E	313	12,207
		F	313	12,207
		G	315	12,285
		H	402	15,678

				111,232

Note :

There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F and 27/F is the Refuge Floor.

<u>Tower 2</u> <u>(2A)</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units</u> <u>allocated to each Flat</u>	<u>Sub-Total</u>
	6/F – 12/F, 15/F – 23/F,	A	1,220	48,800
	25/F – 26/F, 28/F – 33/F,	B	1,205	48,200
	35/F – 43/F and 45/F –	C	484	19,360
	51/F			
	(40 Storeys)			

				116,360

Note :

There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F and 27/F is the Refuge Floor.

<u>Tower 2</u> <u>(2B)</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units</u> <u>allocated to each Flat</u>	<u>Sub-Total</u>
	6/F – 12/F, 15/F – 23/F,	A	336	13,440
	25/F – 26/F, 28/F – 33/F,	B	482	19,280
	35/F – 43/F and 45/F –	C	325	13,000
	51/F	D	314	12,560
	(40 Storeys)	E	313	12,520
		F	320	12,800
		G	243	9,720
		H	239	9,560
		J	342	13,680
		K	393	15,720

				132,280

Notes :

1. There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F and 27/F is the Refuge Floor.
2. There is no designation of Flat I.

<u>Diamond</u> <u>Sky</u> <u>Mansion</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units</u> <u>allocated to each Flat</u>	<u>Sub-Total</u>
	6/F – 12/F, 15/F – 16/F,	A	1,806	16,254
	(9 Storeys)	B	1,504	13,536

				29,790

Note :

There is no designation of 13/F and 14/F.

<u>Luna Sky</u> <u>Mansion</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units</u> <u>allocated to each Flat</u>	<u>Sub-Total</u>
	6/F – 12/F, 15/F – 16/F, (9 Storeys)	A	1,535	13,815
		B	1,547	13,923
				----- 27,738

Note :
There is no designation of 13/F and 14/F.

<u>Star Sky</u> <u>Mansion</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units</u> <u>allocated to each Flat</u>	<u>Sub-Total</u>
	6/F – 12/F, 15/F – 16/F, (9 Storeys)	A	1,515	13,635
		B	1,790	16,110
				----- 29,745

Note :
There is no designation of 13/F and 14/F.

<u>Sun Sky</u> <u>Mansion</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units</u> <u>allocated to each Flat</u>	<u>Sub-Total</u>
	6/F – 12/F, 15/F – 16/F, (9 Storeys)	A	1,730	15,570
		B	1,479	13,311
				----- 28,881

Note :
There is no designation of 13/F and 14/F.

<u>Ocean Sky</u> <u>Mansion</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units</u> <u>allocated to each Flat</u>	<u>Sub-Total</u>
	6/F – 12/F, 15/F – 16/F, (9 Storeys)	A	1,485	13,365
		B	1,693	15,237
				----- 28,602

Note :
There is no designation of 13/F and 14/F.

THE SECOND SCHEDULE

PART I

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

- | | |
|--|---|
| Right to pass and use Estate Common Areas and Estate Common Services and Facilities | (a) Full right and liberty (subject always to the rights of the Manager, the First Owner and the Owners of the Station Complex) for the Owner of each Unit of the Estate for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon and to use such part(s) of the Estate Common Areas and the Estate Common Services and Facilities for all purposes connected with the use and enjoyment of his Unit. |
| Right to Support | (b) The right to subjacent and lateral support and to shelter and protection from the other portions of the Land and the Development. |
| Right of running water and utilities | (c) The right to free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, air-conditioning, telephone and other services from and to each Unit or other parts of the Estate through the sewers, gutters, drains, pipes, flues, conduits, ducts, wires, cables, louvers and other conducting media which now are or may at any time during the Term be in, under or passing through the Land and the Development or any part or parts thereof and serving the Unit or other parts of the Estate provided that the Owner of the Unit or the Owners of the Estate (as the case may be) shall at their own expense maintain and repair the aforesaid facilities and services and make good or be responsible for all costs of making good any damage caused to the Station Complex as a result of exercise of right herein contained and/or carrying out the maintenance and repair of the aforesaid facilities and services and provided further that where any of the aforesaid facilities and services are located within any part of the KCR Portion or the MTR Portion, the Owner of the KCR Portion or the Owner of the MTR Portion (as the case may be) shall at its absolute discretion EITHER allow the Manager acting on behalf of the Owners of the Estate to enter into such part of the KCR Portion as designated by the Owner of the KCR Portion or such part of the MTR Portion as designated by the Owner of the MTR Portion (as the case may be) from time to time to maintain and repair such facilities and services and to make good any damage caused to the KCR Portion or the MTR Portion (as the case may be) as a result of exercise of right herein contained OR carry out maintenance and repair works to such facilities and services and the relevant part of the KCR Portion or the MTR Portion (as the case may be) at the expense of the Owners of the Estate in that event the reasonable costs incurred by the Owner of the KCR Portion or the Owner of the MTR Portion (as the case may be) shall be a debt due to the Owner of the KCR Portion or the Owner of the MTR Portion (as the case may be) repayable on demand by the Manager out of the management fund. |

Right to enter

(d) The right for the Owner or occupier for the time being of each Unit with or without servants, workmen and others at all reasonable times on reasonable prior written notice (except in case of emergency) to enter into and upon the parts of the Estate for the purpose of carrying out any work necessary for the maintenance and repair of such Unit or any Party Wall forming part of it or services, facilities or installations therein or serving that Unit exclusively, such work not being the responsibility of the Manager, and which cannot be practically carried out without such access Provided That the Owner and occupier of the relevant Unit shall in exercising such right of entry cause as little disturbance as possible and shall make good any damage caused thereby.

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

**Rights of Owners
of the Residential
Development**

(a) Full right and liberty (Subject Always to the rights of the Manager, the First Owner and the Owners of the Station Complex) for the Owner of a Residential Unit of the Residential Development for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) :

(i) to go, pass and repass over and along and upon and to use the Residential Common Areas and the Residential Common Services and Facilities for all purposes connected with the use and enjoyment of his Unit; and

(ii) to go, pass and repass over and along and upon the Estate Common Areas and the Residential Car Park Common Areas for the purposes of access and egress to and from the drop off areas, lay-bys, loading and unloading spaces, Visitors' Car Parking Spaces subject to contributions by the Owners of Residential Units to the management expenses for the Residential Car Park Common Areas and Residential Car Park Common Services and Facilities in accordance with Clause 5(b)(II) of Section J of this Deed.

**Right to use
recreational areas
and facilities**

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

**Right to use drains,
etc. within KCR
Portion**

(c) The right for and at the cost of the Owners of the Residential Development to use the section of the drains, pipes, sewers, manholes and other associated or related installations, fittings, chambers and structures within and below Entrance A of the KCR Portion ("Drainage Facilities") to

supply utilities and services to the Estate. For the avoidance of doubt, the Drainage Facilities, subject to the aforesaid rights of the Owners of the Residential Development, shall be owned and maintained by and at the cost of the Owner of KCR Portion.

3. Rights, Easements and Privileges applicable to the Owners of the Car Parking Spaces

**Rights of Owners
of the Car Parking
Spaces**

(a) Full right and liberty (Subject Always to the rights of the Manager, the First Owner and the Owners of the Station Complex) for the Owner of a Car Parking Space for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon and to use the Residential Car Park Common Areas and the Residential Car Park Common Services and Facilities for all purposes connected with the use and enjoyment of his Car Parking Space.

(b) Subject to the provisions of Clauses 24 and 25 of Section E of this Deed, the full right and liberty (Subject Always to the rights of the Manager, the First Owner and the Owners of the Station Complex) for the Owner of a Car Parking Space for the time being at his own cost and expense to install, maintain, repair and replace an electric meter and such associated facilities within the electric meter room of the Car Park Common Areas and to lay and/or maintain, repair and replace such cables, base box, socket outlets, protective and security devices within the Car Park Common Areas at such locations and in such manner to be approved by the Manager for the purposes of or in connection with the use and enjoyment and operation of the Non-Common EV Facilities serving his Car Parking Space exclusively.

**Right to use drains,
etc. within KCR
Portion**

(c) The right for and at the cost of the Owners of the Car Parking Space to use the Drainage Facilities to supply utilities and services to the Estate. For the avoidance of doubt, the Drainage Facilities, subject to the aforesaid rights of the Owners of the Car Parking Spaces, shall be owned and maintained by and at the cost of the Owner of KCR Portion.

4. Rights, Easements and Privileges applicable to the Owners of the Commercial Accommodation

**Rights of Owners of
the Commercial
Accommodation**

(a) The right for the Owner (or Owners in accordance with the provisions in the Sub-Deed of Mutual Covenant (if any) in respect of the Commercial Accommodation) of the Commercial Accommodation and all others authorized by them in accordance with the terms of the Government Grant to name and rename the Commercial Accommodation at any time without consent of any other Owner and without being liable to any other Owner or persons having an interest in the Development or any part thereof for any damages, claims, costs or expenses resulting therefrom or in connection therewith and to display, install, erect, affix or permit to be displayed, installed, erected or affixed upon the external walls forming part

of the Commercial Accommodation owned by him (or them) logos, posters and other advertising signs or structures whatsoever and whether illuminated or not and to amend, vary, alter or modify the design or appearance of the external walls forming part of the Commercial Accommodation owned by him (or them) Provided That the rights and interests of the Owners (other than the sole Owner or Owners of the Commercial Accommodation) shall not be adversely affected and Provided Further that the Owner (or Owners in accordance with the provisions in the Sub-Deed of Mutual Covenant (if any) in respect of the Commercial Accommodation) of the Commercial Accommodation shall at its costs and expense be responsible for keeping and maintaining in good condition those parts(s) of the external walls and shall pay any electricity charges in connection with such logos, posters, signs or structures.

(b) The right for the Owners of the Commercial Accommodation to enter into a Sub-Deed of Mutual Covenant in respect of the Commercial Accommodation (the “**Commercial Sub-DMC**”) and Sub-Deed(s) of Mutual Covenant in respect of any part of the Commercial Accommodation (the “**Commercial Sub-Sub-DMC**” which expression shall include all subsequent and further Sub-Deeds of Mutual Covenant in respect of part of the Commercial Accommodation and any documents (whatsoever named) which by their nature or in substance amount to a Sub-Deed of Mutual Covenant in respect of part of the Commercial Accommodation) for the purpose of making further provisions for the management (which may include the appointment of a manager), maintenance and servicing of the Commercial Accommodation or the relevant part thereof for which it is made and its equipment, services and apparatus and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof Provided that :

- (i) the Commercial Sub-DMC or the Commercial Sub-Sub-DMC (as the case may be) shall be previously approved in writing by the Director;
- (ii) the provisions of the Commercial Sub-DMC or the Commercial Sub-Sub-DMC (as the case may be) shall not conflict with the provisions of this Deed and shall not affect the rights, interests or obligations of other Owners (other than the Owners of the Commercial Accommodation in case of the Commercial Sub-DMC or the relevant part of the Commercial Accommodation in case of the Commercial Sub-Sub-DMC (as the case may be)) and/or the Manager under this Deed; and
- (iii) a manager shall be appointed for the management, maintenance and servicing of the Commercial Accommodation or the relevant part of the Commercial

Accommodation (as the case may be).

(c) The right for and at the cost of the Owner (or Owners in accordance with the provisions in the Sub-Deed of Mutual Covenant (if any) in respect of the Commercial Accommodation) of the Commercial Accommodation to use the Drainage Facilities within and below the Entrance A or partly within and below the Entrance A to supply utilities and services to the Estate. For the avoidance of doubt, upon completion of the Drainage Facilities, they shall be owned and maintained by and at the cost of the Owner of KCR Portion.

(d) The right for and at the cost of the Owner (or Owners in accordance with the provisions in the Sub-Deed of Mutual Covenant (if any) in respect of the Commercial Accommodation) of the Commercial Accommodation to, construct, maintain, repair, install, lay, alter, remove, re-route and renew cable ducts and other associated or related installations, fittings, chambers and structures ("Cable Facilities") within and below the Entrance A or partly within and below the Entrance A to supply utilities and services to the Commercial Accommodation. For the avoidance of doubt, upon completion of the Cable Facilities, they shall be owned and maintained by and at the cost of the Owner (or Owners in accordance with the provisions in the Sub-Deed of Mutual Covenant (if any) in respect of the Commercial Accommodation) of the Commercial Accommodation.

5. Rights, Easements and Privileges applicable to the Owner of the KCR Portion

**Rights of the
Owner of the KCR
Portion**

(a) The right for the Owner for the time being of the KCR Portion with or without servants, workmen and others at all reasonable times on reasonable prior written notice (except in case of emergency) to enter into and upon the other parts of the Development (including but not limited to the MTR Portion and the Common Areas) for the purpose of emergency services and carrying out any work necessary for the maintenance and repair of the KCR Portion and/or the Railways and/or the Railway Structures and Installations and the exercise of any right conferred under this Deed, such work not being the responsibility of the Manager, and which cannot be practically carried out without such access and to cause as little disturbance as possible and make good any damage caused thereby.

(b) The right to free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services and facilities from and to the KCR Portion or any part or parts thereof through the sewers, drains, pipes, wires, cables and any other conducting media which now are or may at any time during the Term be in, under or passing through the Land and the Development or any part or parts thereof and serving the KCR Portion Provided that the Owner of the KCR Portion shall at his own expense maintain and repair the aforesaid facilities and services and make good or be responsible for all costs of making good any damage caused to the Development as a result of exercise of right herein contained

and/or carrying out the maintenance and repair of the aforesaid facilities and services.

(c) Full right and liberty (Subject Always to the rights of the Manager and the First Owner) for the Owner of the KCR Portion for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon such parts of the Estate Common Areas on the Ground Floor of the Estate as for identification purpose only shown and coloured Light Green Circled Black on the Ground Floor Plan and Elevation Plan No.1 annexed hereto for the purposes of access and egress to and from the Station Complex.

(d) The easements, rights and privileges excepted and reserved by or to which the First Owner and the Owner of the MTR Portion are expressly subject unto KCRC as the Owner of the KCR Portion, its successors and assigns under Paragraph (c) of Part I of the Second Schedule to the Non-Railway Portion Assignment and Paragraph A of Part I of the Second Schedule to the MTR Portion Assignment.

6. Rights, Easements and Privileges applicable to the Owner of the MTR Portion

**Rights of the
Owner of the MTR
Portion**

(a) The right for the Owner for the time being of the MTR Portion with or without servants, workmen and others at all reasonable times on reasonable prior written notice (except in case of emergency) to enter into and upon the other parts of the Development (including but not limited to the KCR Portion and the Common Areas) for the purpose of emergency services and carrying out any work necessary for the maintenance and repair of the MTR Portion and/or the Railways and/or the Railway Structures and Installations and the exercise of any right conferred under this Deed, such work not being the responsibility of the Manager, and which cannot be practically carried out without such access and to cause as little disturbance as possible and make good any damage caused thereby.

(b) The right to free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services and facilities from and to the MTR Portion or any part or parts thereof through the sewers, drains, pipes, wires, cables and any other conducting media which now are or may at any time during the Term be in, under or passing through the Land and the Development or any part or parts thereof and serving the MTR Portion Provided that the Owner of the MTR Portion shall at his own expense maintain and repair the aforesaid facilities and services and make good or be responsible for all costs of making good any damage caused to the Development as a result of exercise of right herein contained and/or carrying out the maintenance and repair of the aforesaid facilities and services.

(c) Full right and liberty (Subject Always to the rights of the Manager

and the First Owner) for the Owner of the MTR Portion for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon such parts of the Estate Common Areas on the Ground Floor of the Estate as for identification purpose only shown and coloured Light Green Circled Black on the Ground Floor Plan and Elevation Plan No.1 annexed hereto for the purposes of access and egress to and from the Station Complex.

(d) The easements, rights and privileges excepted and reserved by or to which the First Owner and the Owner of the KCR Portion are expressly subject unto MTRCL as the Owner of the MTR Portion, its successors and assigns under Paragraph (d) of Part I of the Second Schedule to the Non-Railway Portion Assignment and Part II of the Second Schedule to the MTR Portion Assignment.

7. Rights, Easements and Privileges applicable to the Government

I. In respect of the First Public Road Reserved Area, the Subway Reserved Area, the Second Public Road Reserved Area, the Highway Reserved Area and the XRL Reserved Area:

- (a) The right of support and protection for the First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the buildings or structures erected or to be erected within or on the above reserved areas, and their supporting structures and connections.
- (b) The right to enter upon the Land and the Development with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the structures and installations in the above reserved areas.
- (c) The right to all necessary easements, rights of way through the Land and the Development to and from the above reserved areas and any part or parts thereof and the structures and installations supporting or appurtenant to the above reserved areas.
- (d) The right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the above reserved areas and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues and conduits and other conducting media laid or to be laid or running along, through, over, upon, under or in the Land and the Development or any part or parts thereof.

II. In respect of the Utility Reserved Area, full right and liberty for the Director and his officers, contractors and agents, his or their workmen and authorized persons with or without tools, equipment, plant, machinery or motor vehicles of unrestricted ingress, egress and regress at all times (upon giving prior reasonable notice except in the case of emergency) to and from the Utility Reserved Area through the Land and the Development for the purpose of laying, inspecting, maintaining, repairing and renewing sewers and other structures, installations and services running across, through, or within the Utility Reserved Area.

III. In respect of the Waterworks Reserve Areas, full right and liberty for the Director of Water Supplies,

its or their officers, officers of other Government departments designated by the Director of Water Supplies, contractors, licensees, workmen whether employed by the Director of Water Supplies or by other designated Government departments or by their duly authorized contractors or licensees, whether with or without tools, equipment, plant, machinery, motor vehicles or heavy lorry with hydraulic loader of free and unrestricted ingress, egress and regress and at all times to, from and through the Land and the Development or any part thereof for the purposes of inspecting, laying, installing, operating, maintaining, repairing and renewing any or all of the existing Government water mains valves, valve pits or chambers and the like relating to the Government water mains running across, through or under the Waterworks Reserve Areas.

IV. In respect of the Proposed Footbridges, full right or liberty to the Government, its officers, agents, contractors, workmen and other duly authorized personnel free of all costs and charges to occupy part or parts of the Land and the Development and all necessary rights of ingress, egress and regress to and from the Land and the Development for the purposes of designing, constructing, connecting, managing, keeping, repairing and maintaining the Proposed Footbridges and carrying out site investigation and survey as necessary for their design and construction and the right to connect the Proposed Footbridges to the Footbridge Connections and Supports and the Footbridge Links.

V. In respect of the Station Complex, the right of free ingress, egress and regress to, from and through the Land and any structures or structures erected or to be erected thereon at all reasonable times (upon giving not less than fourteen days' prior notice except in case of emergency) for the Government, its officers, servants and agents and any other persons authorized by it with or without tools, equipment, machinery or motor vehicles for the purposes of inspection of the Station Complex, or any structures or installations or tunnels or any part thereof in relation to the West Rail or the Mass Transit Railway or both.

VI. The right for the Government and operators of utility services and their officers, servants, agents, surveyors, contractors and workmen, and any other parties so authorized by it or them at all times (upon giving prior reasonable notice except in case of emergency) with or without tools, equipment, plant, machinery or motor vehicles to enter upon, in, under, over or through the Land or any part thereof or any building or buildings or structure or structures erected or to be erected thereon for those purposes as set out in Special Condition No.(33)(a) of the Government Grant.

THE SECOND SCHEDULE

PART II

EXCEPTIONS AND RESERVATIONS

**Rights of other
Owners**

1. Easements, rights and privileges equivalent to those set forth in Clauses 1(b), (c) and (d) of Part I of this Second Schedule in favour of all other Owners.

**Rights of the
Manager**

2. (a) Full right and privilege for the Manager, with or without surveyors, workmen and others, at all reasonable times on prior reasonable notice (except in case of emergency) to enter on and into each and every part of the Land and the Development including each Unit (other than the KCR Portion and the MTR Portion), the KCR Portion (subject to the prior consent in writing of the Owner of the KCR Portion) or the MTR Portion (subject to the prior consent in writing of the Owner of the MTR Portion) for the purposes of carrying out necessary repairs to the Estate including but not limited to inspecting, rebuilding, repairing, renewing, replacing, renovating, maintaining, cleaning, painting or decorating the structure of the Estate, the Common Areas and the Common Services and Facilities or any part or parts thereof, or any Unit in respect of which the Owner shall be in default of its obligations to repair and maintain or for abating any hazard or nuisance which does or may affect the Common Areas, the Common Services and Facilities or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed causing as little disturbance as is reasonably practicable and making good any damage caused thereby Provided That the Manager shall at its own costs and expense repair any damage so caused by the default of the Manager and shall be liable for the negligent, wilful or criminal acts of the Manager, its staff, agents and contractors and Provided Further That in case of the Manager exercising its right of entry into the Station Complex pursuant to this Clause, such entry shall be for the purposes of maintenance and repair only and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Station Complex.

(b) The rights for the Manager with or without surveyors contractors workmen and others to carry out all necessary works required by the Director, including the temporary closure of any opening in the building or buildings erected on the Land, other than the KCR Portion (except with the prior consent in writing of the Owner of the KCR Portion) and the MTR Portion (except with the prior consent in writing of the Owner of the MTR Portion) and provided that the Manager shall be liable for all costs and expenses incurred for any damages caused to the Station Complex. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners

may not use while such works are being carried out and the Owners shall comply with the requirements of such notification.

**Rights of First
Owner**

Preamble

3. Without prejudice to the easements, rights, entitlements, liberties and privileges expressly conferred upon the First Owner under the Non-Railway Portion Assignment, the covenants, rights, liberties, privileges, entitlements, exceptions and reservations in favour of the First Owner under this Clause are intended to facilitate and enable the First Owner to do, exercise, carry out, perform and complete all acts matters deeds and things as are necessary and/or pertaining to :

- (i) the naming rights of the First Owner in respect of the Estate in the manner as herein provided;
- (ii) the construction, development and completion of the Development (other than the Station Complex);
- (iii) the change in design, layout, disposition, height and use of any part of the Development (other than the Station Complex) which the First Owner shall remain to be the Owner ;
- (iv) the maximisation of the development potential of any part of the Land and/or the Development (other than the Station Complex) which the First Owner shall remain to be the Owner insofar as such maximisation shall be permissible and approved by the Government Provided that such right shall not prejudice the Owner's use and enjoyment of their Units;
- (v) management and control of those parts of the Estate which the First Owner shall remain to be the Owner;
- (vi) connecting of those parts of the Estate which the First Owner shall remain to be the Owner to the neighbouring developments; and
- (vii) protection of the exercise of any rights and powers as are conferred upon the First Owner under the Government Grant, the Non-Railway Portion Assignment, the MTR Portion Assignment and the Assignment.

Exceptions and Reservations

Each and every Owner covenants with the First Owner with the intent that the covenants, rights, liberty, privileges, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and

every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and the interest therein that for so long as the First Owner remains the beneficial owner of any Share (and in addition to any other right which it may have reserved under the (i) Non-Railway Portion Assignment and (ii) the Assignment to the First Purchaser), the First Owner shall have the exclusive and unrestricted right in its absolute discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and/or to exercise all or any of the following rights, liberty, privileges and entitlement without the necessity of joining in or the concurrence or approval of any other Owner (unless provided otherwise in this Deed), the Manager or any other person interested in the Land and the Development but subject to the rights easements and privileges reserved to the Owner of the KCR Portion and the Owner of the MTR Portion under this Deed, the Government Grant, the Non-Railway Portion Assignment and the MTR Portion Assignment Provided that such rights easements and privileges of the Owner of the KCR Portion and the Owner of the MTR Portion shall not be adversely affected or prejudiced:-

- (a) at all times with or without contractors, servants, agents, workmen or other persons authorised, to enter into and upon any part of the Land and the Development (excluding the Units which have been assigned by the First Owner, and other than the Station Complex unless entry is unavoidable, when in that event it shall be subject to prior reasonable notice, the least disturbance being caused and the First Owner making good any damage caused to the Units and the Station Complex) with all necessary tools, equipment, plant and materials and (if necessary) to use on a temporary basis only the Common Areas and Common Services and Facilities for the purpose of transportation and passage through and the storage of building materials and equipment for the purpose of:-
 - (i) completing or commissioning the construction of any part of the Land and the Development (other than the Station Complex) either alone or in conjunction with any adjacent land or adjacent buildings in such manner and with such materials as the First Owner in its absolute and unfettered discretion shall deem fit;
 - (ii) carrying out any works or repairs or maintenance which it considers necessary to prevent any damage to, or for preventing or rectifying any works by the Owners or any of them or the Manager which may in the opinion of the First Owner have the effect of endangering or causing damage to the Development or part thereof

(including the MTR Portion, the KCR Portion, the Station Complex, the Railways and the Railway Structures and Installations or any part(s) thereof) and in this event the reasonable costs thereof shall be a debt due to the First Owner repayable on demand by the Manager from the defaulting Owner;

- (iii) constructing future pedestrian links or pedestrian walkways or access ways connecting the Estate to the neighbouring lands or development;
- (iv) constructing and developing footbridges and connection points at such point or part or parts of the Estate as it may require from time to time in compliance with the Government Grant;
- (v) carrying out all necessary works for temporary closure of any part of the Estate when called upon by the Director and carry out all necessary repair or maintenance work in relation to such temporary closure;

The First Owner in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development (other than the Station Complex) which the Owners shall not use while such works are being carried out and the Owners shall comply with the requirements of such notification. The First Owner shall not incur any liability for damage or loss, except for negligence, of any nature whatsoever to any Owner or other person having an interest in the Development by reason of the works Provided That upon completion of Phase 2A, the First Owner shall at its own expense provide necessary temporary noise abatement and dust protection measures within the Development as may be required by the Building Authority so as to minimize the inconvenience caused to the Owners of Units in Phase 2A from the continuing building works of the remaining Phases of the Development and shall indemnify any Owner in respect of costs and expenses incurred as a result of any damage or loss caused to any Unit and Provided Further that the exercise of such rights shall not interfere with an Owner's exclusive right to the use and occupation of the Unit which he owns nor prevent access to or egress from any such Unit and Provided Further that the First Owner shall be solely responsible for the maintenance and management expenses of those parts of the Common Areas

and Common Services and Facilities which the Owners shall not use as aforesaid while the aforesaid works are being carried out and to make good any damage caused to those parts of the Common Areas and Common Services and Facilities as a result of the use of such parts by the First Owner;

- (b) in accordance with the terms of the Government Grant, to assign upon execution of this Deed the Common Areas and Common Services and Facilities or any part or parts thereof together with the Shares relating thereto to the Manager, without consideration, for the general benefit of the Owners Provided that upon such assignment such areas and facilities shall be held by the Manager as trustee for all the Owners and if the Manager shall resign or be wound up or are removed in accordance with the provisions of Clause 2 of Section H of this Deed and another manager appointed in its place, or if required by an Owners' Corporation for the Development formed under the Building Management Ordinance then the Manager or its liquidator shall assign such Common Areas and Common Services and Facilities together with the Shares relating thereto (if any) free of costs and consideration to the new manager or Owners' Corporation (as appropriate) upon the same trusts;
- (c) without the necessity of making every Owner or other person having an interest in the Development or any part thereof a party thereto to, subject to the prior written consent of the Director, enter into a Sub-Deed of Mutual Covenant or Deed Poll in respect of any part of the Estate (save for the Units which have been assigned by the First Owner) for the purpose of allocating Shares and Management Units to any part of the Estate and of making further provisions for the management, maintenance and servicing of that part of the Estate for which it is made and its equipments, services and apparatus and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof Provided That such allocation of Shares and Management Units shall not affect the proportion of Shares allocated to the Station Complex and Provided Always that the rights and interests of the Owner of the KCR Portion and/or the Owner of the MTR Portion shall not be adversely affected;
- (d) subject to the prior approval of the Director, to redesignate or redistribute any Shares retained by it in the Estate and allocated to any particular part of the Estate the exclusive

use of which is retained by the First Owner to any other part of the Estate of which it has exclusive use;

- (e) subject to the prior written consent of the Director, to adjust the number of Management Units and/or the Shares into which the Land and the Development (save for the Station Complex) shall all be notionally divided and the fraction which each Share bears to the whole if such adjustment shall be required due to any change in the building design and/or amendment to the Building Plans Provided That such adjustment shall not affect any Owner's sole and exclusive right to hold use occupy and enjoy his Unit and Provided Also that no such adjustment shall have the effect of increasing the contributions to the Management Charges payable by such Owners by more than 5%;
- (f) to designate or re-designate the unit numbering and/or (subject to the prior approval of the Director) to allocate, re-allocate, sub-allocate and/or to exchange or interchange the number of Shares and Management Units attached to those parts of the Estate with any other parts of the Estate which the First Owner remains to be the Owner thereof;
- (g) to change the name of the Estate or any part thereof (other than the Commercial Accommodation) and to change at any time the name description and/or numbering of any building in the Estate as it shall in its absolute discretion think fit subject, in the case of a change of name of the entire Estate, to the approval of the Development Owners' Committee and upon giving not less than 6 months' prior written notice to all Owners affected by the change Provided That the First Owner shall bear all costs incurred by the Manager in erecting or replacing any existing building name or directional signage within the Estate as a result of the exercise of this right;
- (h) to alter, amend, vary or add to the Approved Plans or any master layout plan approved under the Town Planning Ordinance relating to the Estate (other than those Units which have been sold or assigned by the First Owner) (including but not limited to the alteration of corridors and toilets) and/or any other building plans relating to the Estate without the concurrence or approval of any Owner or other person having an interest in the Estate or any part thereof Provided that nothing herein contained shall absolve the First Owner from the requirements of obtaining the prior consent of the Director or other relevant government authorities pursuant to the Government Grant

or other applicable legislation. No such alteration, amendment, variation or addition shall give to the Owners or other person having an interest in the Estate or any part thereof any right of action against the First Owner or the Government Provided That the use and enjoyment of the Units by the Owners shall not be materially and adversely affected thereby;

- (i) to carve out, surrender, dedicate or assign any part of the Land (other than the Station Complex or any part(s) thereof) or the Estate (other than the Common Areas and the Units which have been sold or assigned by the First Owner) to the Government either in the name of the First Owner or in the name of some or all Owners, such part or parts of the Land and the Estate to be carved out, dedicated or assigned without the necessity of joining in other Owners and the Owners shall renounce and release all right, title, interest, benefit, claim and demand whatsoever of and in such portion of the Land and the Development and in the compensation therefor PROVIDED THAT an Owner's right to hold, use, occupy and enjoy his Unit shall not be adversely affected. All payments, compensation or other money relating or incidental to such surrender, dedication or assignment shall be paid to and received by the First Owner alone and the First Owner shall be empowered to give a good and valid receipt therefor;
- (j) without prejudice to sub-clause (e) hereof and subject only to obtaining the prior written consent of the Director, to allocate and re-allocate Shares to any particular part of the Estate (excluding the Units which have been assigned by the First Owner) following the issue of an Occupation Permit in respect of that particular part and to each Unit and the Common Areas and Common Services and Facilities and to allocate and re-allocate Management Units to each Unit thereto necessitated by any change in gross floor area;
- (k) to construct maintain, lay, alter, remove, re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the Land and the Development (other than the services and facilities solely and exclusively serving the KCR Portion and/or the MTR Portion) or partly within the Land and the Development (other than the services and facilities solely and exclusively serving the KCR Portion and/or the MTR Portion) and adjoining land to supply utilities services and recreational facilities to the Land and the Development

Provided that in exercising any of its rights under this Sub-clause by the First Owner, the First Owner shall not interfere with the Owners' rights to hold, use, occupy and enjoy their Units nor impede access to their Units and Provided further that if the said drains, pipes, cables, sewers, installations, fittings, chambers and structures form parts of the Common Areas or the Common Services and Facilities, the exercise of the aforesaid right shall be subject to the prior consent of the Development Owners' Committee (if in existence) or the Manager (before the formation of the Development Owners' Committee) and any consideration received (if any) shall be credited to the relevant account of the Special Fund;

- (l) to demolish, modify, alter, reconstruct, further develop, re-develop or re-build the Land (other than the Station Complex or any part(s) thereof) and/or the Estate or any part thereof which shall remain vested in the First Owner either alone or in conjunction with any adjacent land or adjacent buildings and in such manner as the First Owner may deem fit and for all or any such purposes arrange for new buildings plans to be prepared and/or the Approved Plans to be changed, added to, altered or otherwise amended and to submit the same for approval by the Building Authority and/or such other competent Government authorities and to carry out all necessary demolition and construction works in connection therewith. The exclusive right to hold use occupy and enjoy and to receive the rents and profits from any new buildings or structures to be erected on or under the Land (other than the Station Complex or any part(s) thereof) and the Estate shall belong to the First Owner absolutely;
- (m) subject to the approval of a meeting of the Owners of the Estate convened under this Deed, to obtain for the benefit of the Owners for the time being of the Estate or any part thereof and their servants, agents, licensees, tenants and lawful occupants the grant of any rights, rights of way or easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, recreational areas and facilities, subways, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by licence on such terms and

condition and from such persons as the First Owner shall deem fit;

- (n) subject to the approval of a meeting of the Owners of the Estate convened under this Deed, to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian link, pedestrian walkways, footbridges, subways, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Common Areas and the Common Services and Facilities, or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as the First Owner shall deem fit;
- (o) subject to the prior approval of a meeting of the Owners of the Estate convened under this Deed, to construct, maintain, repair and renew at the First Owner's own expense connections, footbridges, pedestrian link and/or pedestrian walkway whether or not linking the Land and the Estate with any adjoining or neighbouring lots and/or developments;
- (p) (i) Where the uncompleted Phases or the part(s) of the Estate owned by the First Owner are affected, to agree with the Government any substitution, alteration, amendment, variation or addition to any drawings, designs and plans of any nature or purpose whatsoever of the Estate (including but not limited to layout plans, general building plans, car park layout plans, landscape plans and concept plans) without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Estate or any part thereof and to sign or execute any documents in connection therewith in the name of the First Owner only without the necessity of joining in other Owners or other person having an interest in the Estate or any part thereof Provided That in respect of completed Phases, the exercise of such right by the First Owner shall be restricted to Units which have not been sold or assigned by the First Owner and shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units. No such substitution,

alteration, amendment, variation or addition shall give to the Owners or other person having an interest in the Estate or any part thereof any right of action against the First Owner or the Government. Any premia, payments, compensation and other money in relation to or incidental to such substitution, alteration, amendment, variation or addition or document shall be paid by and received by the First Owner alone and the First Owner shall be empowered to give a good and valid receipt therefor; and

- (ii) subject to the approval of a meeting of the Owners of the Estate convened under this Deed, to agree with the Government any substitution, alteration, amendment, variation or addition to the terms and conditions of the Government Grant, submissions and technical schedules contained or referred to in the Government Grant Provided that the exercise of such right shall not interfere with the rights of other Owners to hold, use, occupy and enjoy their Units and impede their access to their Units. No such substitution, alteration, amendment, variation, addition, consent, permission, waiver or approval or other act shall give to the Owners or other person having an interest in the Estate or any part thereof any right of action against the First Owner or the Government. Any premia, payments, compensation and other money in relation to or incidental to such amendment, alteration, variation or addition or document shall be paid by and received by the First Owner alone and the First Owner shall be empowered to give a good and valid receipt therefor;

PROVIDED ALWAYS that in exercising any of its rights herein, the First Owner shall not in any way adversely affect the use and enjoyment of the Units by the Owners or impede the access of the Owners to their respective Units and the use and enjoyment of the Station Complex or any part(s) thereof shall not be adversely affected and the access to and from the Station Complex or any part(s) thereof shall not be impeded or restricted PROVIDED ALWAYS that any consideration received or receivable in the exercise of rights to which the First Owner is specifically entitled as an Owner under the provisions of this

Clause 3 shall accrue to the First Owner and may be on such terms and conditions as the First Owner may deem appropriate. Any

consideration received or receivable in the exercise of rights to which the First Owner is not specifically entitled as an Owner under the provisions of this Clause 3 shall accrue to the Owners of the Estate and shall be credited to the Special Fund.

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| Rights of Public over 24-hour Walkway, Lay-By, Pedestrian Walkway To Lay-By, Footbridge Links and Covered Footbridge | <p>4. 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 24-hour Walkway, the Lay-By, the Pedestrian Walkway To Lay-By, the Footbridge Links (including the lifts thereof which shall be in operation 24 hours a day) and the Proposed Footbridges as referred to in Special Conditions Nos.(34)(a)-(e), (49)(c) and (35)(a)-(c) respectively.</p> |
| Rights of Public over the Private Open Space for Public Use | <p>5. The right for all members of the public to use the Private Open Space for Public Use at all times during 24 hour a day free of charge without any interruption.</p> |

THE THIRD SCHEDULE

RESTRICTIONS AND PROHIBITIONS

1. Subject to the rights reserved to the First Owner in Clause 3 of Part II of the Second Schedule to this Deed, the rights granted to and reserved by the Owner of the KCR Portion set out in Clause 5 of Part I of the Second Schedule to this Deed, the rights granted to and reserved by the Owner of the MTR Portion set out in Clause 6 of Part I of the Second Schedule to this Deed, the rights granted to and/or reserved by KCRC as the Owner of the KCR Portion and MTRCL as Owner of the MTR Portion under the Non-Railway Portion Assignment and the MTR Portion Assignment and the rights granted to the Owner(s) of the Commercial Accommodation under Clause 4 of Part I of the Second Schedule to this Deed, an Owner shall not (except in the case of sub-clauses (b) to (e), (o), (p), (s), (v) and (ab) to (ak) with the previous written consent of the Manager which may be granted, withheld or granted subject to conditions at its absolute discretion) :-

**Not to make
alterations or
additions**

- (a) make or permit or suffer to be made any external or structural alteration in or addition whatsoever which will affect the structural integrity of the Development or which may exceed the loading constraints of the structures in the Development or which interfere with or affect the rights of other Owners to any building, or other structure erected on or in the Estate;
- (b) make or permit or suffer to be made any alterations to the existing design or external appearance of the facade or elevations of any building, or other structure erected on or in the Estate Provided That the Owner(s) of the Commercial Accommodation may display, install, erect, affix or permit to be displayed, installed, erected or affixed upon the external walls forming part of the Commercial Accommodation owned by him (or them) logos, posters and other advertising signs or structures in accordance with Clause 4(a) of Part I of the Second Schedule to this Deed;
- (c) erect or build or permit or suffer to be erected or built on any roof, flat roof or any part thereof of any building, carport or other structure erected on or in the Estate, or the Common Areas any structure whatsoever whether of a temporary or permanent nature;
- (d) install or erect or permit or suffer to be installed or erected any air-conditioning or ventilation unit or plant, or any

	radio or television aerial or satellite dish, or any sunshade or canopy or awning, or any other fixture whatsoever on or over any roof, flat roof or through or over any window or through or on any external wall of the Estate (except, in the case of air-conditioning units, at the air-conditioning platforms or such places designated for such purpose in the Residential Development);
Not to damage Common Areas	(e) make or permit or suffer to be made any alterations to any installation or fixture so as to affect or be likely to affect the supply of water, electricity or other utility or service to the Land and the Development or any part thereof;
	(f) damage, injure or deface or permit or suffer to be damaged, injured or defaced any part of the structure, fabric or decorative features of the Common Areas including any trees, plants or shrubs in or about the Land and the Development;
Not to damage Common Services and Facilities	(g) damage or interfere with or permit or suffer to be damaged or interfered with the Common Services and Facilities;
Not to vitiate insurance	(h) do or permit or suffer to be done anything whereby any insurance of the Land and the Development or any part thereof may be rendered void or voidable or whereby the premium for any such insurance may be liable to be increased and each Owner shall indemnify the other Owners against any increased or additional premium which by reason of his act or default may be required for effecting or keeping up such insurance and in the event of the Development or any part or parts thereof being damaged or destroyed by any of the Insured Risks at any time and the insurance money under any insurance against such Insured Risks effected thereon being wholly or partially irrecoverable by reason solely or in part of his act or default then and in every such case such Owner shall forthwith pay to the other Owners the whole or (as the case may require) a proportion of the cost of completely rebuilding or reinstating the same;
Not to breach Government Grant	(i) do or permit or suffer to be done any act, deed, matter or thing whatsoever which amounts to a breach of any of the terms and conditions of the Government Grant;
Not to breach Ordinance etc.	(j) do or cause or permit or suffer to be done any act or thing which may be contrary to any relevant Ordinance, regulation or by-law;

Offensive user	(k) (i) use any Unit for any offensive trade as prescribed from time to time by Section 48 of the Public Health and Municipal Services Ordinance nor permit the storage of any hazardous, combustible, unlawful or explosive goods or substance or any "dangerous" or "prohibited" goods within the meaning of the Dangerous Goods Ordinance; (ii) use or permit or suffer to be used any Residential Unit other than as a private dwelling; (iii) use or permit or suffer to be used any Unit for any purpose whatsoever other than as permitted under the Government Grant ; (iv) use or permit or suffer to be used any Car Parking Space other than for the parking of motor vehicle or motor cycle (as the case may be) registered in the name of the resident of a Residential Unit or his bona fide guests, visitors or invitees according to the carpark layout plan for the Estate approved by the Building Authority and in particular shall not use the said space for the storage, display or exhibiting of motor vehicles for sale or otherwise;
Balconies and Utility Platforms	(l) (i) cause, permit, suffer or allow any Balcony or Utility Platform to be enclosed in whole or in part by any material of whatsoever kind or nature, or keep and maintain any Balcony or Utility Platform in such design and layout otherwise than as provided under the Approved Plans as at the date of this Deed; (ii) erect, affix or place or cause or permit or suffer or allow to be erected, affixed or placed any structure or partition of any material whether of a permanent or temporary nature or any fitting on any Balcony, Utility Platform or any part thereof;
Not to use for illegal or immoral purposes	(m) use or permit or suffer to be used any Unit for gambling or for any illegal or immoral purpose;
Not to cause nuisance	(n) do or cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to or endanger the other Owners and occupiers of the Land and the Development;

Not to alter external appearance	(o)	use or permit or suffer to be carried out on any portion of any Unit or any Balcony or Utility Platform (if any) held and enjoyed therewith or air-conditioning platforms, any works in any way so as to affect or alter the external appearance of the buildings Provided That the Owner(s) of the Commercial Accommodation may display, install, erect, affix or permit to be displayed, installed, erected or affixed upon the external walls forming part of the Commercial Accommodation owned by him (or them) logos, posters and other advertising signs or structures in accordance with Clause 4(a) of Part I of the Second Schedule to this Deed;
Not to misuse lavatories	(p)	use or permit or suffer to be used any water closet or other water apparatus on or in the Land and the Development for any purpose other than that for which they are intended and not to throw or permit or suffer to be thrown into any W.C. pan, urinal, basin, sink or other lavatory fitting any foreign or deleterious substance of any kind and to pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision;
Not to interfere with fire protection or security systems	(q)	do or permit or suffer to be done any act or thing which will damage or interfere with or affect the operating of any fire protection or fire fighting system, equipment or apparatus or any security system, equipment or apparatus or any part or parts thereof and each Owner shall keep the other Owners indemnified against all loss, damages, claims and demands sustained by them as a result of any act or thing done or permitted or suffered to be done by the Owner as aforesaid;
Not to contravene fire regulations	(r)	erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances or any staircase or floor of the Units or in or on or at any of the exits therefrom any metal grille or shutter or gate that might in any way contravene the regulations from time to time in force of the Fire Services Department or other competent authority concerned, nor in any other respect to contravene the said regulations;
Not to obstruct Common Areas	(s)	encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, dustbins, packaging goods, rubbish, chattels or other obstruction of any kind or nature any of the Common Areas and lock the roof exit and the Manager shall be entitled without notice and at the Owner's

expense to remove and dispose of as they see fit any such material aforesaid and the Manager shall not thereby incur any liability to the Owner or any other person whomsoever and each and every Owner hereby agrees to keep the Manager indemnified against all losses, claims damages or expenses of and against the Manager in respect thereof;

**Not to obstruct
driveways**

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

Pets

- (u)
 - (i) No Owner shall bring on to or keep any dogs, cats, pets, livestock, live poultry, birds or other animals on any part of the Estate PROVIDED THAT subject to any applicable laws and regulations in force in Hong Kong from time to time and subject to and in accordance with the Building Rules, domestic animal or other pets may be kept in a Residential Unit unless the same has been the cause of reasonable written complaint by at least two (2) Owners or occupiers of any part of the Estate, the reasonableness of the complaint shall be determined by the Manager at its absolute discretion.
 - (ii) In no event shall dogs be permitted in lifts or in any part of the Estate intended for common use unless they are:-
 - (1) carried or on leash;
 - (2) wearing mouth strap and for small dogs of such kind that cannot wear mouth strap, consent from the Manager is required;
 - (3) microchipped and vaccinated;
 - (4) licensed by the Agriculture, Fisheries and Conservation Department; and
 - (5) registered with the Manager.
 - (iii) Notwithstanding anything contained in paragraphs (i) and (ii) of this sub-clause, in no

event shall dogs be permitted in the Common Areas (including without limitation, the Club House and lawns areas) save for those areas as may be designated by the Manager for use by dogs from time to time.

Not to partition

- (v) exercise or attempt to exercise any statutory or common law right to partition the Land and the Development.

Not to make internal alterations or additions

- (w) (i) make any structural alteration to or demolish any structural parts which form part of the Common Areas;
- (ii) make any structural alteration to a Unit without the prior written consent of the Manager which shall not be unreasonably withheld subject to the Owner making an application supported by drawings and where appropriate a specification in duplicate and paying the reasonable approval fees of the Manager and their professional advisers Provided Further That the prior approval of the relevant Government department shall also be obtained and no Owner shall make any structural alteration which will interfere with or affect the rights of other Owners;
- (ii) where any fitting out works or alterations to a Unit require any alteration to base buildings services, including, but not limited to, the sprinkler system, heating ventilation and air-conditioning system and plumbing and drainage, employ contractors other than the contractor nominated by the Manager for the purpose of carrying out those works at the Owner's own cost;

Not to sub-divide or partition

- (x) sub-divide or partition a Residential Unit or a Car Parking Space.

Sub-Deed of Mutual Covenant

- (y) enter into any Sub-Deed of Mutual Covenant in respect of any part of the Estate without the prior written consent of the Director.

Floor Loading

- (z) place on any part of the floors of any Unit any machinery goods or merchandise which may cause the maximum floor loading-bearing capacity thereof to be exceeded and in the event of breach of this covenant the Owner shall make good any damage caused thereby to that part of the Estate or any fixtures and fittings therein, provided that the

making good of such damage as aforesaid shall be without prejudice to any further right which may be exercised by the Manager by virtue of such breach.

**Offensive Odours
and Refuse**

- (aa) (i) cause or permit any offensive or unusual odours to be produced upon, permeate through or emanate from the part of the Estate owned by him and not to allow any garbage or waste food to accumulate on such part or other part of the Estate provided that the Manager's opinion on whether any odour is offensive or unusual is conclusive and binding on the Owner.
- (ii) dispose of the refuse except in the places designated by the Manager. No Owner shall use the refuse chutes.

Excessive Noise

- (ab) produce or permit or suffer to be produced any music or noise (including sound produced by broadcasting or any apparatus or equipment capable of producing, reproducing, receiving or recording sound) or vibration or other acts or things in or on the part of the Estate owned by him so as to cause a nuisance to other residents, owners or occupiers of the Estate.

**Not to misuse
lifts**

- (ac) use the designated passenger lifts in the Estate other than for transportation of persons and small light packages.

Not to hang washing

- (ad) use or permit or suffer to be used any portion of any Unit for the drying of clothes or any similar purpose in any way so as to alter the external appearance of the Estate or cause nuisance or annoyance to the other Owners or occupiers of the Land and the Estate.

**Not to exhibit
signs**

- (ae) exhibit any advertising signage in or upon any Unit in the Residential Development except as authorised by this Deed.

**Not to tamper with fixed
windows and
maintenance windows**

- (af) tamper with any maintenance windows or windows with fixed glazing in any Residential Unit and the maintenance windows should be unlocked only for the purpose of cleaning or maintenance.

**Installation of air-
conditioning units**

- (ag) affix or install onto the external walls or through the windows of any Residential Unit any air-conditioner or air-conditioning unit other than at the air-conditioning platform already provided or at such places designated for

such purposes and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Land and/or the Development.

Not to tamper with fire alarm

- (ah) tamper with, remove or interfere with or permit or suffer or cause to be tampered with, removed or interfered with the fire alarm system serving the Estate or any part thereof and/or the common fire alarm system installed in the Estate connecting and serving the Estate.

Not to install door grilles/alter door design

- (ai) erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached any grille, shutter or gate (whether in metal or any other material) in or on or at the entrance doors of the Residential Units and not to alter the design and colour of the entrance door.

Installation of window grilles

- (aj) erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows of any Residential Unit any window grille which shall in any way contravene the regulations of the Fire Services Ordinance (Chapter 95 of the Laws of Hong Kong Special Administrative Region) or other competent authority concerned from time to time in force and the design of any window grille shall comply strictly in accordance with such guidelines and/or specification and/or prescribed design that may from time to time be issued by the Manager and such design and installation shall comply in all respects with the Building Rules and Fitting Out Rules.

Not to erect radio or television aerial etc.

- (ak) erect or permit or suffer to be erected any radio or television aerial or advertising sign or keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the flat roof, roofs, balconies, external walls, corridors, lift lobbies, entrance halls of any building of the Estate or any other areas which in the opinion of the Manager shall be undesirable or constitute a nuisance to other Owners or occupiers of the building or the Estate and the Manager shall have the right to remove such articles without notice but after warning has been given to such Owner and such Owner has failed to heed the warning without a reasonable period of time at the cost of the offending Owner.

No installation of drainage etc. other than in specified spaces	(al)	construct or install any drainage or other pipeworks outside the external walls of the Estate other than in spaces specifically provided by the Manager therefor.
Not to use premises for offensive purposes, etc.	(am)	use or cause or permit any part of the Residential Unit or the Car Parking Space to be used for the purpose of mahjong school, funeral parlour, coffin shop, temple, Buddhist hall or for the performance of the ceremony known as "Tai Chai" or any similar ceremony or as a boarding house, apartment house, dance hall, music hall or for any noisy or offensive trade or business.
Not to discard refuse etc.	(an)	No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the buildings and/or the Estate owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal.
Not to store goods in Residential Units	(ao)	No Residential Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier in contravention of or in breach of the Government Grant or the Occupation Permit.

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

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| Preservation of Trees | 2. | No Owner shall remove or interfere with the trees growing on the Land or adjacent thereto without the prior written consent of the Director who may in granting consent impose such conditions as to transplanting, compensatory landscaping or replanting as the Director may deem appropriate. |
| Not to advertise | 3. | <p>(a) The Owner(s) of the Commercial Accommodation shall not use or permit or suffer to be used any part of the Footbridge Links, the Proposed Footbridges and the Covered Footbridge, which form parts of the Commercial Accommodation, either externally or internally for advertising or for display of any signs, notices or posters whatsoever unless otherwise approval or required by the Director.</p> <p>(b) No Owner shall use or permit or suffer to be used any part of the noise barriers and other facilities under the Noise Mitigation Measures for advertising or for display of any signs, notices or posters whatsoever.</p> |

Building Set Back Area	4. Except with the prior written consent of the Director no building or structure shall be erected, constructed or placed and no object or material shall be stored or placed on, over, above or within the Building Set Back Area.
No grave and columbarium	5. No Owner shall erect or make on the Land any grave or columbarium nor inter therein or deposit thereon any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise.
No hawker	6. No Owner shall permit or suffer any hawker to carry on business within the Land and the Development and the Covered Footbridge. For the purpose of this Clause, "hawker" shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance (Chapter 132 of the Laws of Hong Kong Special Administrative Region), any regulations made thereunder and any amending legislation subject to such modification contained in Special Condition No.(53) of the Government Grant.
Not to demolish or alter any partition wall, etc. resulting in a Unit being linked to an adjacent Residential Unit	7. (a) No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion. (b) The Manager shall deposit in the management office the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent given under the provision in this Deed referred to in sub-clause (a) above for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund.

THE FOURTH SCHEDULE

SCHEDULE OF WORKS AND INSTALLATIONS

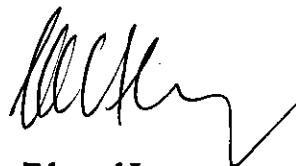
- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) slope structures (if applicable);
- (e) plumbing system;
- (f) drainage system;
- (g) fire services installations and equipment;
- (h) electrical wiring system;
- (i) lift installations;
- (j) gas supply system; and
- (k) window installations.

SIGNED SEALED and DELIVERED by)
Li Sau Lin Linda)
the lawful delegatee(s) of MTR Corporation)
Limited, as the lawful attorney of and for and)
on behalf of Nam Cheong Property)
Development Limited in its capacity as)
registered owner of the Land (other than the)
Station Complex) and the Estate (other than)
the First Assigned Premises))
whose signature(s) is/are verified by/in the)
presence of :-)


Wong Koon Ming
Solicitor, Hong Kong SAR
Deacons

The Seal of Kowloon-Canton Railway)
Corporation is hereunto affixed by the)
authority of the Managing Board and)
SIGNED by Mr. Edmund Leung,)
Chief Officer and Mr. K.K. Kwok,)
Company Secretary)
in its capacity as registered owner of the KCR)
Portion whose signature(s) is/are verified)
by/in the presence of :)


Wong Koon Ming
Solicitor, Hong Kong SAR
Deacons


Edmund Leung
Chief Officer


K.K. Kwok
Company Secretary

SIGNED SEALED and DELIVERED by)
Li Sau Lin Linda)
lawful attorney(s) of and for and on behalf of)
MTR Corporation Limited in its capacity as)
the registered owner of the MTR Portion)
whose signature(s) is/are verified by/in the)
presence of :-)


Wong Koon Ming
Solicitor, Hong Kong SAR
Deacons

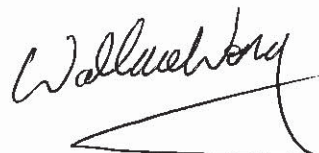
SIGNED SEALED and DELIVERED by)
the First Purchaser in the presence of :-)


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Solicitor, Hong Kong SAR
Deacons

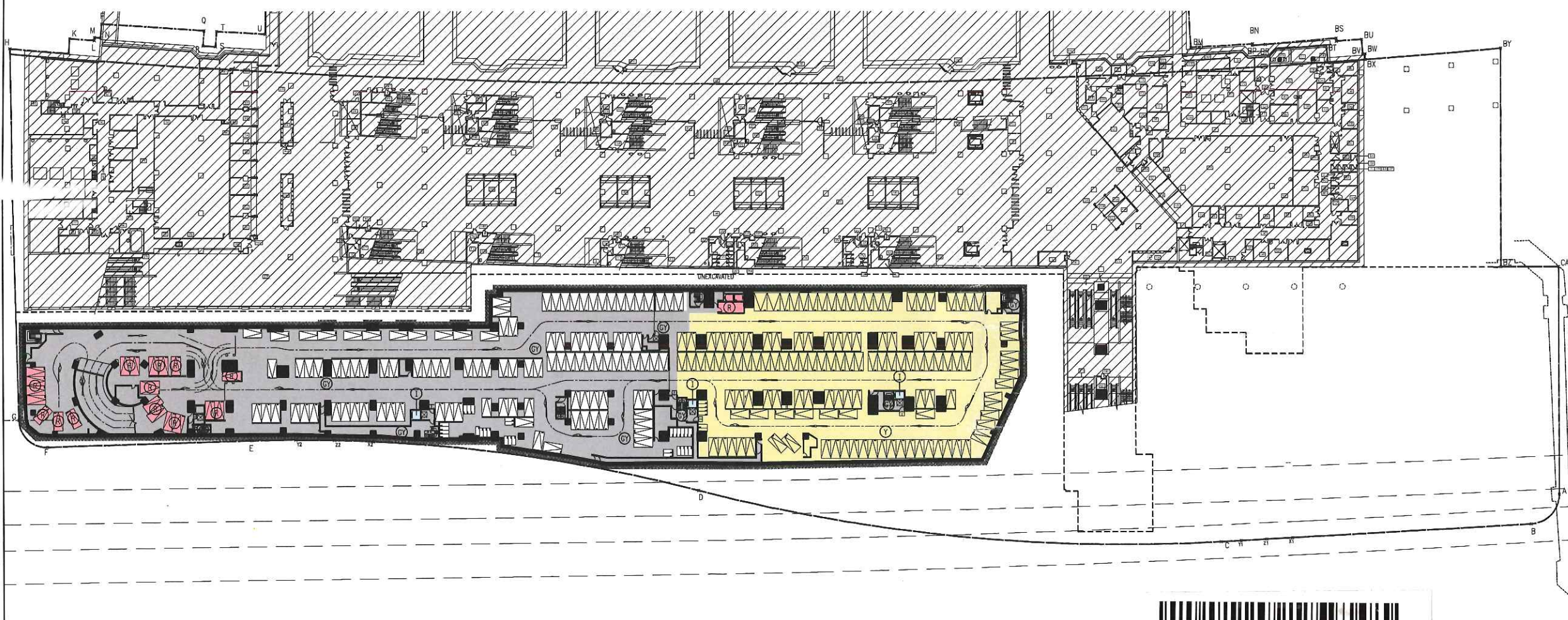
INTERPRETED to the First Purchaser by :-


Wong Koon Ming
Solicitor, Hong Kong SAR
Deacons

SIGNED SEALED and DELIVERED by)
Li Sau Lin Linda)
lawful attorney(s) of and for and on behalf of)
MTR Corporation Limited in its capacity as)
the Manager whose signature(s) is/are)
verified by/in the presence of :)


Wong Koon Ming
Solicitor, Hong Kong SAR
Deacons





BASEMENT LEVEL 2 PLAN (LEV.-3.025)



註冊摘要編號 Memorial No.:
18121401880027 A3C

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Carson
Authorized Person

COLOUR LEGEND

	RESIDENTIAL CARPARK COMMON AREA
	RESIDENTIAL COMMON AREA
	COMMERCIAL ACCOMMODATION
	STATION COMPLEX
	REFER SUB-DMC OF SUBSEQUENT PHASES

F	APR 2019	SEVENTH SUBMISSION
E	OCT 2016	SIXTH SUBMISSION
D	OCT 2016	FIFTH SUBMISSION
C	SEP 2016	FOURTH SUBMISSION
B	AUG 2016	THIRD SUBMISSION

NUMBER / 編號 DATE / 日期 AMENDMENT / 修訂

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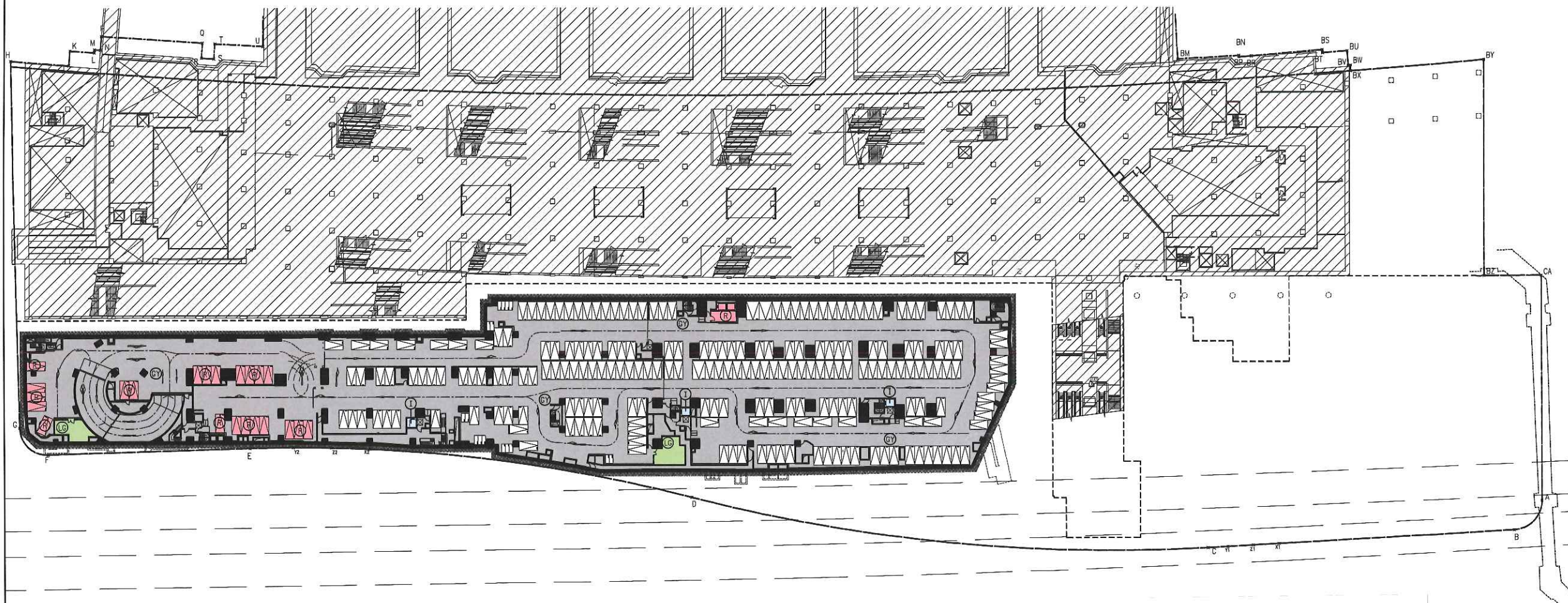
PROJECT / 工程項目
PROPERTY DEVELOPMENT AT
WEST RAIL NAM CHEONG STATION
NKIL 6333

DRAWING / 圖名
BASEMENT LEVEL 2 PLAN

SCALE / 比例
1:1250
JOB NUMBER / 工程編號
4722
DATE / 日期
DEC 2012
DRAWING NUMBER / 圖號
DMC-P-01

DESIGNED / 設計 CHECKED / 審核 APPROVED / 審定

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BASEMENT LEVEL 1 PLAN(LEV.+1.125)



註冊摘要編號 Memorial No.:
18121401880027 A3C

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Chau
Authorized Person

COLOUR LEGEND

	RESIDENTIAL CARPARK COMMON AREA
	RESIDENTIAL COMMON AREA
	COMMERCIAL ACCOMMODATION
	ESTATE COMMON AREA
	STATION COMPLEX
	REFER SUB-DWG OF SUBSEQUENT PHASES

NUMBER / 編號	DATE / 日期	AMENDMENT / 修訂
C	APR 2019	FOURTH SUBMISSION
B	AUG 2016	THIRD SUBMISSION
A	MAY 2016	SECOND SUBMISSION
-	DEC 2012	FIRST SUBMISSION

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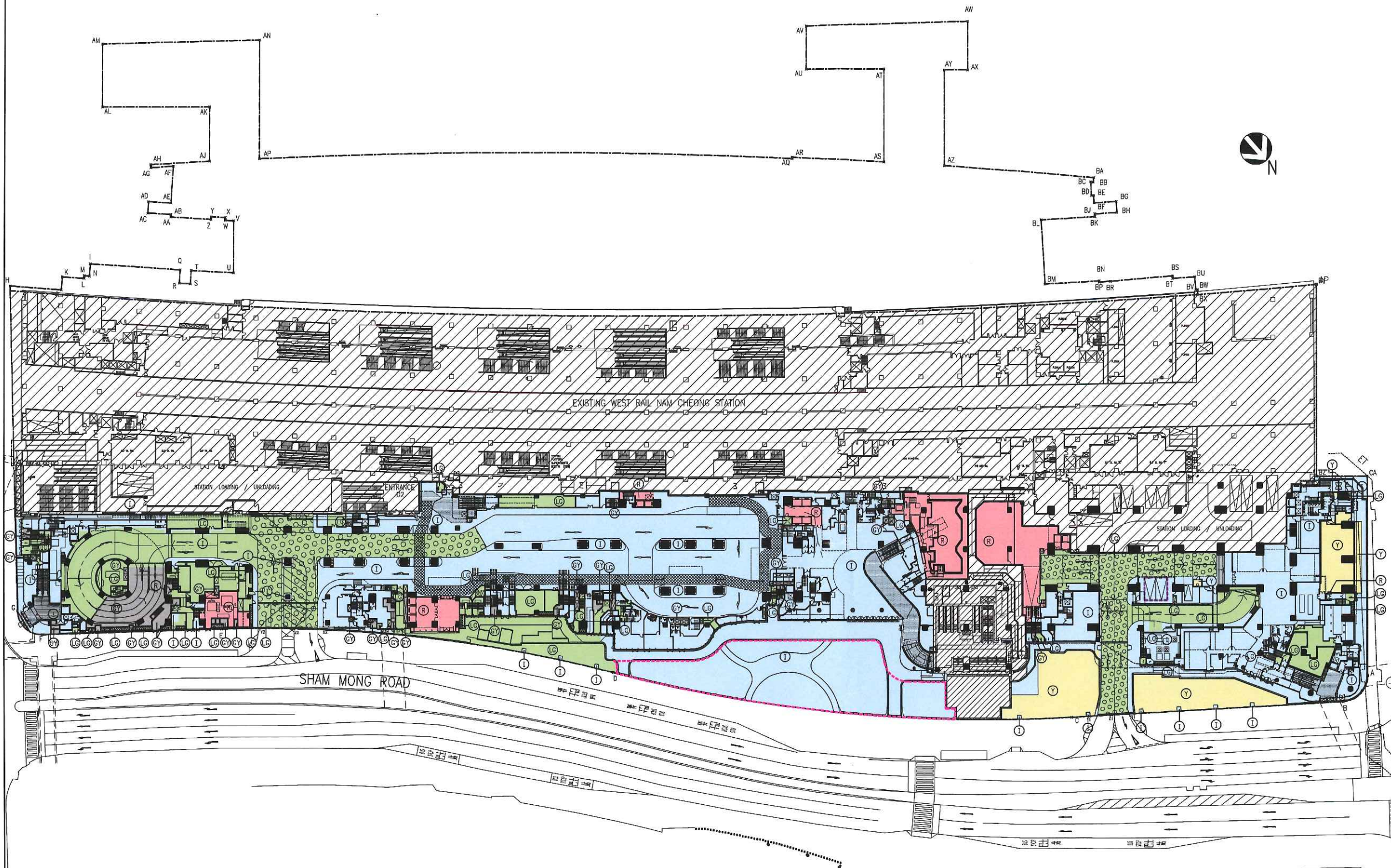
PROJECT / 工程項目
PROPERTY DEVELOPMENT AT
WEST RAIL NAM CHEONG STATION
NKIL 6333

DRAWING / 圖名
BASEMENT LEVEL 1 PLAN

SCALE / 比例	JOB NUMBER / 工程編號
1:1250	4722
DATE / 日期	DRAWING NUMBER / 圖號
DEC 2012	DMC-P-02
- A B C	

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GROUND FLOOR PLAN



註冊摘要編號 Memorial No.:
18121401880027

A3C

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Carla
Authorized Person

COLOUR LEGEND

- RESIDENTIAL CARPARK COMMON AREA
- RESIDENTIAL COMMON AREA
- COMMERCIAL ACCOMMODATION
- ESTATE COMMON AREA (TO ALLOW ACCESS TO NAM CHEONG STATION)
- ESTATE COMMON AREA
- REFER SUB-DMC OF SUBSEQUENT PHASES
- STATION COMPLEX
- PEDESTRIAN WALKWAY TO LAY-BY
- 24-HR WALKWAY
- PRIVATE OPEN SPACE FOR PUBLIC USE
- LOADING AND UNLOADING SPACES

J	APR 2019	TENTH SUBMISSION
H	APR 2019	NINTH SUBMISSION
G	JAN 2019	EIGHTH SUBMISSION
F	JUL 2018	SEVENTH SUBMISSION
E	JUN 2018	SIXTH SUBMISSION
NUMBER / 編號	DATE / 日期	AMENDMENT / 修訂

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PROJECT / 工程項目
PROPERTY DEVELOPMENT AT
WEST RAIL NAM CHEONG STATION
NKIL 6333

DRAWING / 圖名
GROUND FLOOR PLAN

SCALE / 比例	JOB NUMBER / 工程編號
1:1250	4722
DATE / 日期	DRAWING NUMBER / 圖號
DEC 2012	DMC-P-03
DESIGNED / 設計	CHECKED / 審核
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1ST FLOOR PLAN



註冊摘要編號 Memorial No.:
18121401880027 A3C

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Chau
Authorized Person

COLOUR LEGEND

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	RESIDENTIAL COMMON AREA
	COMMERCIAL ACCOMMODATION
	ESTATE COMMON AREA
	STATION COMPLEX
	REFER SUB-DMC OF SUBSEQUENT PHASES

J	APR 2019	TENTH SUBMISSION
H	APR 2019	NINTH SUBMISSION
G	JAN 2019	EIGHTH SUBMISSION
F	JUL 2018	SEVENTH SUBMISSION
E	NOV 2017	SIXTH SUBMISSION
NUMBER / 編號	DATE / 日期	AMENDMENT / 修訂

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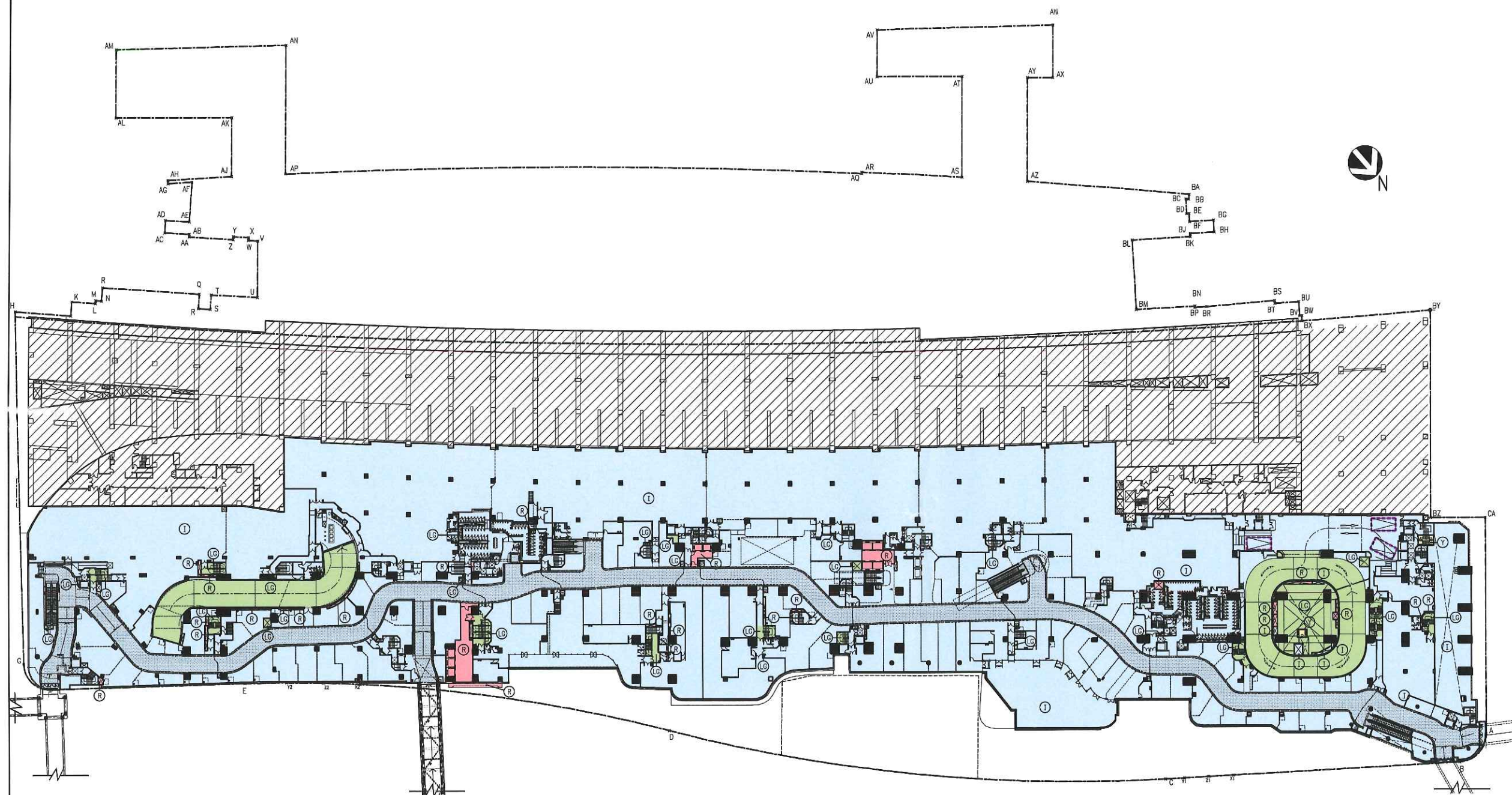
PROJECT / 工程項目
PROPERTY DEVELOPMENT AT
WEST RAIL NAM CHEONG STATION
NKIL 6333

DRAWING / 圖名
1ST FLOOR PLAN

SCALE / 比例 1:1250	JOB NUMBER / 工程編號 4722
DATE / 日期 DEC 2012	DRAWING NUMBER / 圖號 DMC-P-04
E F G H J	

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定
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2ND FLOOR PLAN



註冊摘要編號 Memorial No.:
18121401880027 A3C

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Charlene
Authorized Person

COLOUR LEGEND

- R RESIDENTIAL COMMON AREA
- I COMMERCIAL ACCOMMODATION
- LG ESTATE COMMON AREA
- STATION COMPLEX
- Y REFER SUB-DMC OF SUBSEQUENT PHASES
- 24-HR WALKWAY
- LOADING AND UNLOADING SPACES

NUMBER / 編號	DATE / 日期	AMENDMENT / 修訂
H	APR 2019	NINTH SUBMISSION
G	APR 2019	EIGHTH SUBMISSION
F	JAN 2019	SEVENTH SUBMISSION
E	NOV 2017	SIXTH SUBMISSION

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PROJECT / 工程項目
PROPERTY DEVELOPMENT AT
WEST RAIL NAM CHEONG STATION
NKIL 6333

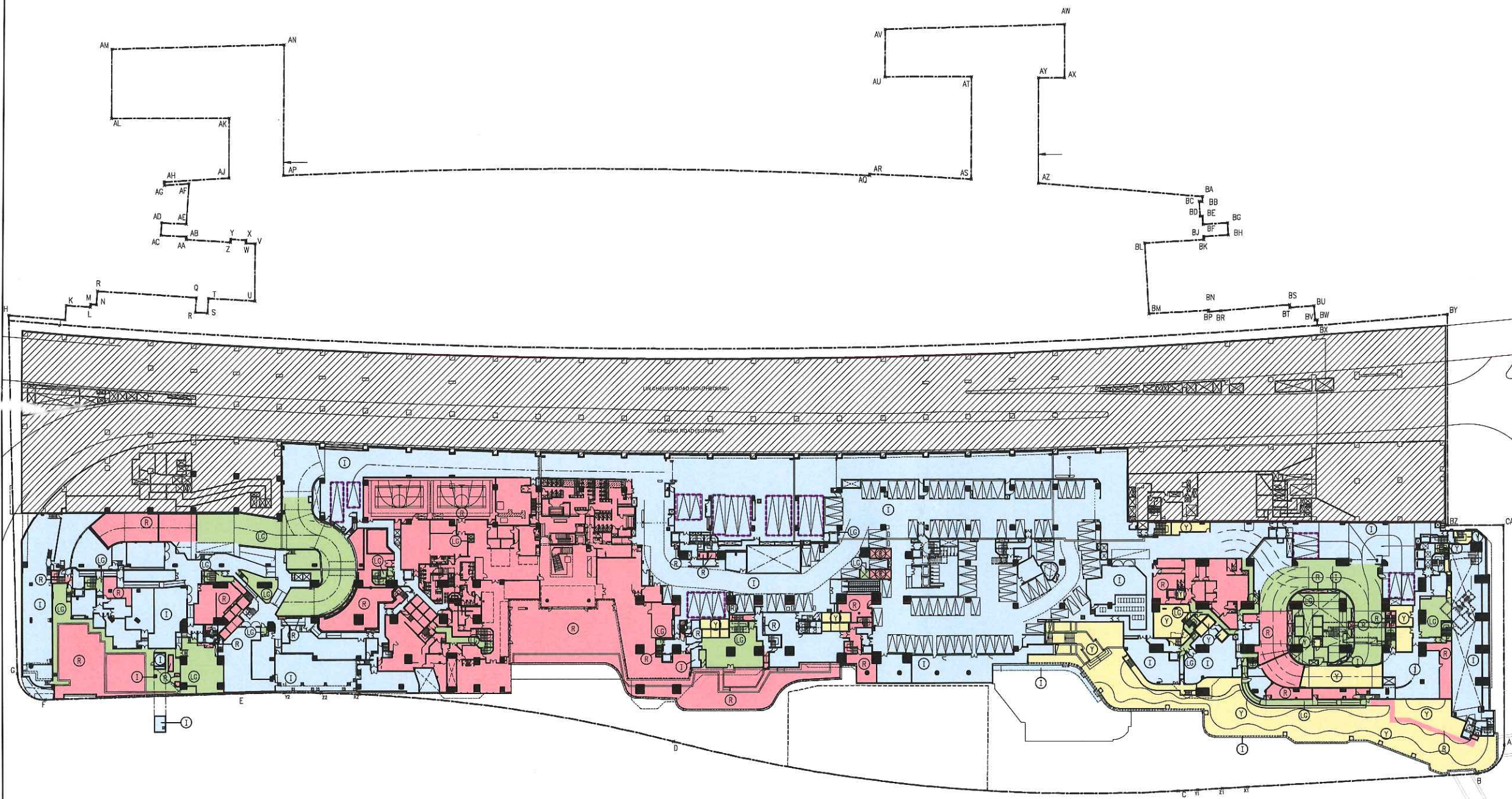
DRAWING / 圖名
2ND FLOOR PLAN

SCALE / 比例	JOB NUMBER / 工程編號
1:1250	4722
DATE / 日期	DRAWING NUMBER / 圖號
DEC 2012	DMC-P-05
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3RD FLOOR PLAN



註冊摘要編號 Memorial No.:
18121401880027

A3C

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Charles Wang

Authorized Person

COLOUR LEGEND

- (R) RESIDENTIAL COMMON AREA
- (I) COMMERCIAL ACCOMMODATION
- (LG) ESTATE COMMON AREA
- STATION COMPLEX
- (Y) REFER SUB-DMC OF SUBSEQUENT PHASES
- LOADING AND UNLOADING SPACES

J	APR 2019	TENTH SUBMISSION
H	APR 2019	NINTH SUBMISSION
G	JAN 2019	EIGHTH SUBMISSION
F	JUL 2018	SEVENTH SUBMISSION
E	JUN 2018	SIXTH SUBMISSION
NUMBER / 編號	DATE / 日期	AMENDMENT / 修訂

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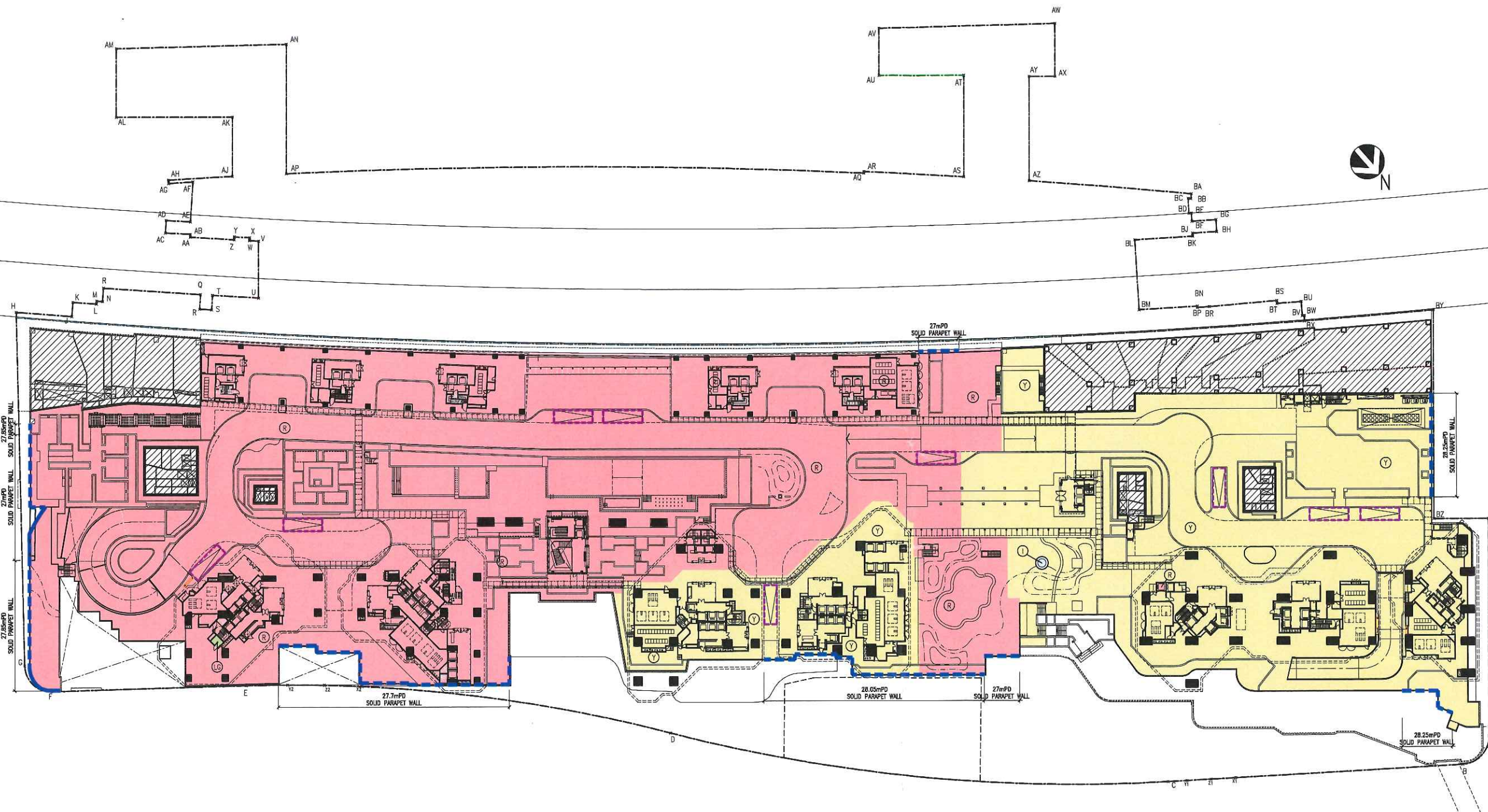
PROJECT / 工程項目
PROPERTY DEVELOPMENT AT
WEST RAIL NAM CHEONG STATION
NKIL 6333

DRAWING / 圖名
3RD FLOOR PLAN

SCALE / 比例	JOB NUMBER / 工程編號
1:1250	4722
DATE / 日期	DRAWING NUMBER / 圖號
DEC 2012	DMC-P-06
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5TH FLOOR PLAN

COLOUR LEGEND

- RESIDENTIAL COMMON AREA
- ESTATE COMMON AREA
- REFER SUB-DMC OF SUBSEQUENT PHASES
- COMMERCIAL ACCOMMODATION
- NOISE MITIGATION MEASURES
- LOADING AND UNLOADING SPACES

E	JUL 2018	SIXTH SUBMISSION
D	NOV 2017	FIFTH SUBMISSION
C	SEP 2016	FOURTH SUBMISSION

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PROJECT / 工程項目
PROPERTY DEVELOPMENT AT
WEST RAIL NAM CHEONG STATION
NKIL 6333

DRAWING / 圖名
5TH FLOOR PLAN

SCALE / 比例	JOB NUMBER / 工程編號
1:1250	4722
DATE / 日期	DRAWING NUMBER / 圖號
DEC 2012	DMC-P-07
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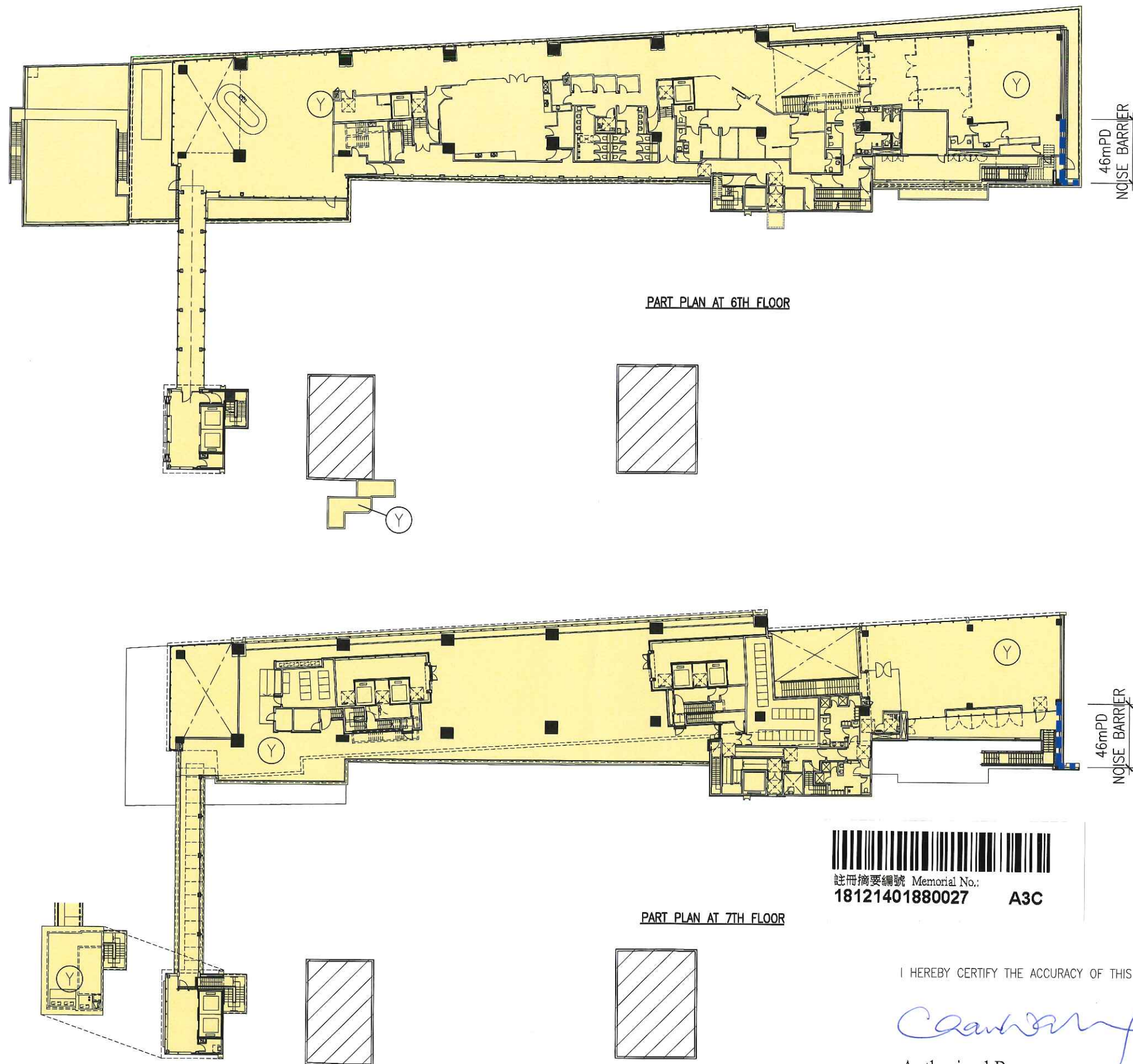
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註冊摘要編號 Memorial No.:
18121401880027 A3C

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Caroline

Authorized Person



COLOUR LEGEND

- STATION COMPLEX
- REFER SUB-DMC OF SUBSEQUENT PHASES
- NOISE MITIGATION MEASURES

D	APR 2019	FIFTH SUBMISSION
C	NOV 2017	FORTH SUBMISSION
B	AUG 2016	THIRD SUBMISSION
A	MAY 2016	SECOND SUBMISSION
-	DEC 2012	FIRST SUBMISSION

NUMBER / 編號 DATE / 日期 AMENDMENT / 修訂

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PROJECT / 工程項目
PROPERTY DEVELOPMENT AT
WEST RAIL NAM CHEONG STATION
NKIL 6333

DRAWING / 圖名
PART PLANS FOR RRF
AT 6TH - 7TH FLOOR

SCALE / 比例	JOB NUMBER / 工程編號
1:500	4722
DATE / 日期	DRAWING NUMBER / 圖號
DEC 2012	DMC-P-08
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MASTER OF TYPICAL FLOOR LAYOUT PLAN



註冊摘要編號 Memorial No.:
18121401880027

A3C

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Clarkson
Authorized Person

COLOUR LEGEND

- R RESIDENTIAL COMMON AREA
- P BALCONY
- G UTILITY PLATFORM
- STATION COMPLEX
- Y REFER SUB-DMC OF SUBSEQUENT PHASES
- NOISE MITIGATION MEASURES

G	APR 2019	EIGHTH SUBMISSION
F	JAN 2019	SEVENTH SUBMISSION
E	JUL 2018	SIXTH SUBMISSION
D	NOV 2017	FIFTH SUBMISSION
C	SEP 2016	FOURTH SUBMISSION
NUMBER / 編號	DATE / 日期	AMENDMENT / 修訂

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PROJECT / 工程項目
PROPERTY DEVELOPMENT AT
WEST RAIL NAM CHEONG STATION
NKIL 6333

DRAWING / 圖名
MASTER OF TYPICAL
FLOOR LAYOUT PLAN

SCALE / 比例
1:1250

DATE / 日期
DEC 2012

JOB NUMBER / 工程編號
4722

DRAWING NUMBER / 圖號
DMC-P-09

DESIGNED / 設計
CHECKED / 審核
APPROVED / 審定

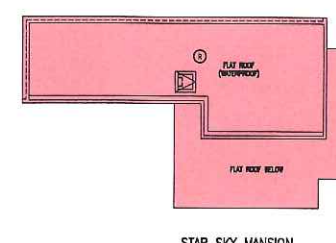
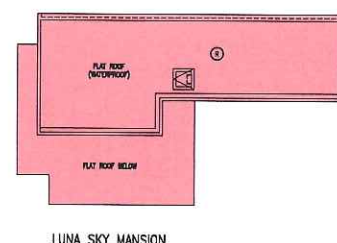
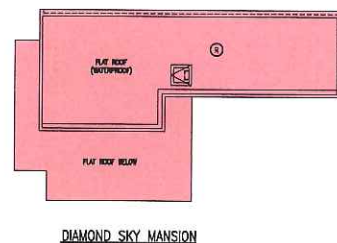
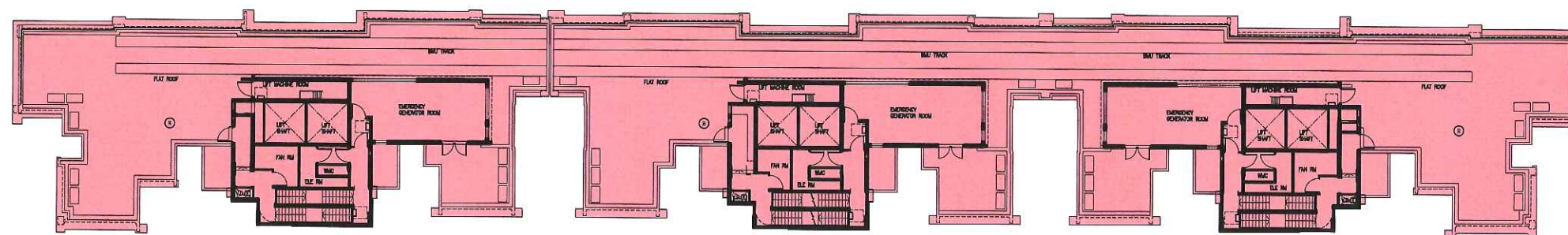
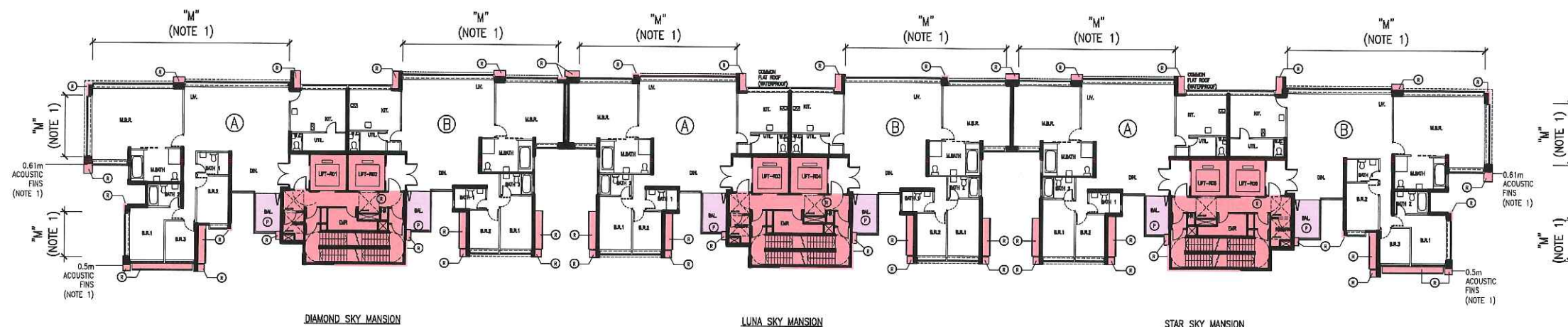
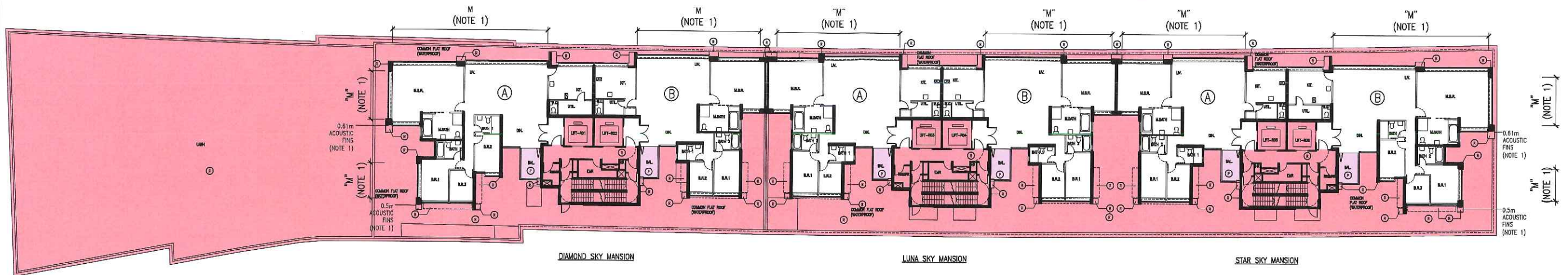
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A	MAY 2016	SECOND SUBMISSION

NUMBER / 編號 DATE / 日期 AMENDMENT / 修訂

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PROJECT / 工程項目
PROPERTY DEVELOPMENT AT
WEST RAIL NAM CHEONG STATION
NKIL 6333

DRAWING / 圖名
FLOOR PLAN OF LOW BLOCK
DIAMOND SKY MANSION,
LUNA SKY MANSION
STAR SKY MANSION

SCALE / 比例
1:400

DATE / 日期
DEC 2012

JOB NUMBER / 工程編號
4722

DRAWING NUMBER / 圖號
DMC-P-10

DESIGNED / 設計
CHECKED / 審核
APPROVED / 審定

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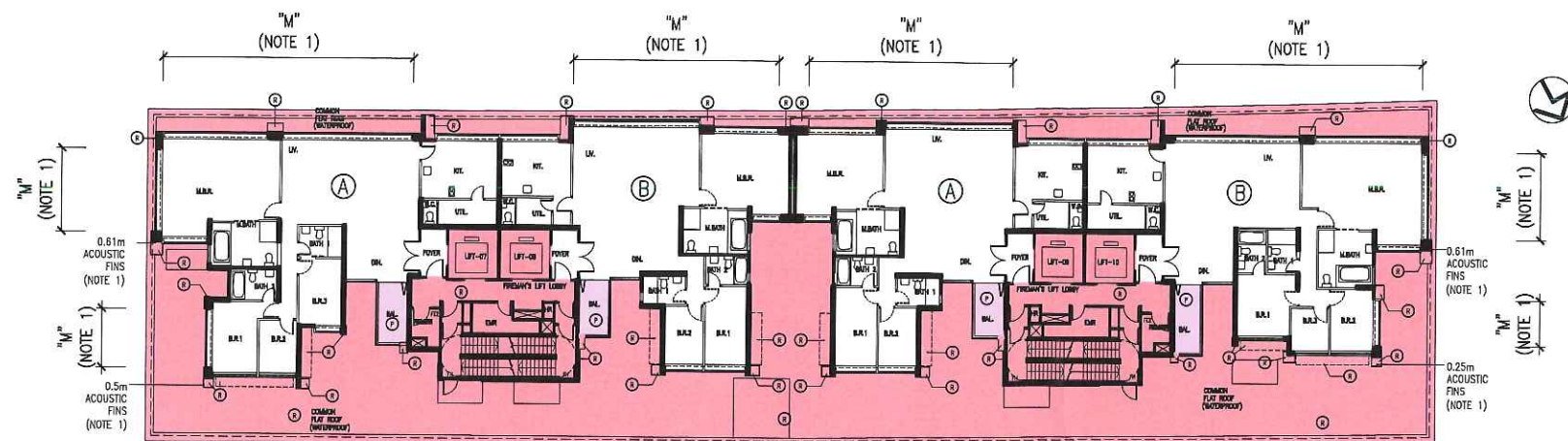
註冊摘要編號 Memorial No.:
18121401880027 A3C

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Authorized Person
Authorized Person

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CLEAR WIDTH, MAY BE PROVIDED FOR MAINTENANCE AND CLEANING OF THE GLAZING.)

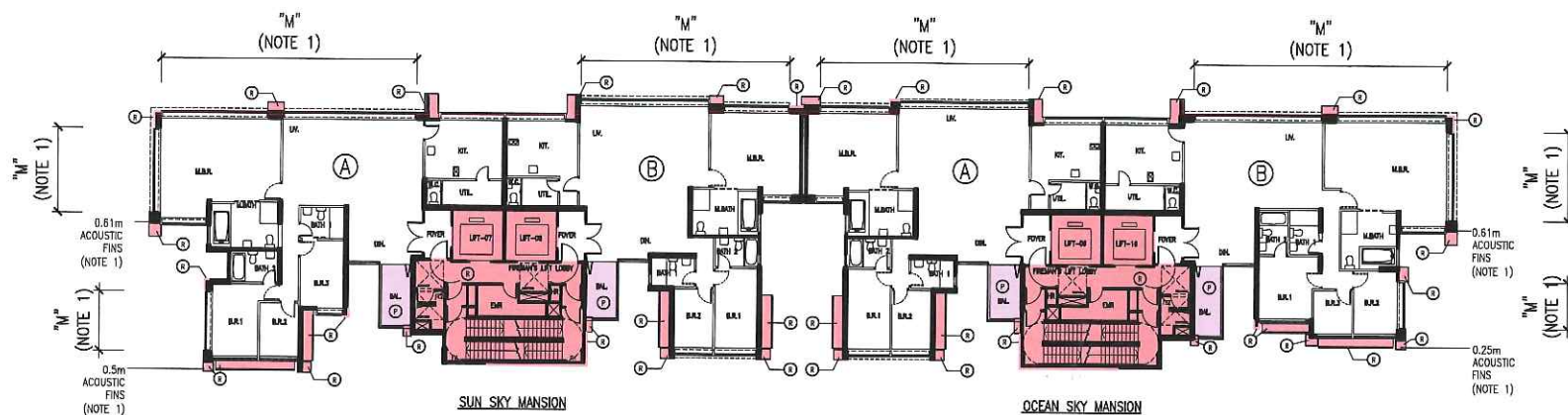
NOTE 1: NOISE MITIGATION MEASURE APPLY FOR ALL FLOORS.



SUN SKY MANSION

6TH FLOOR

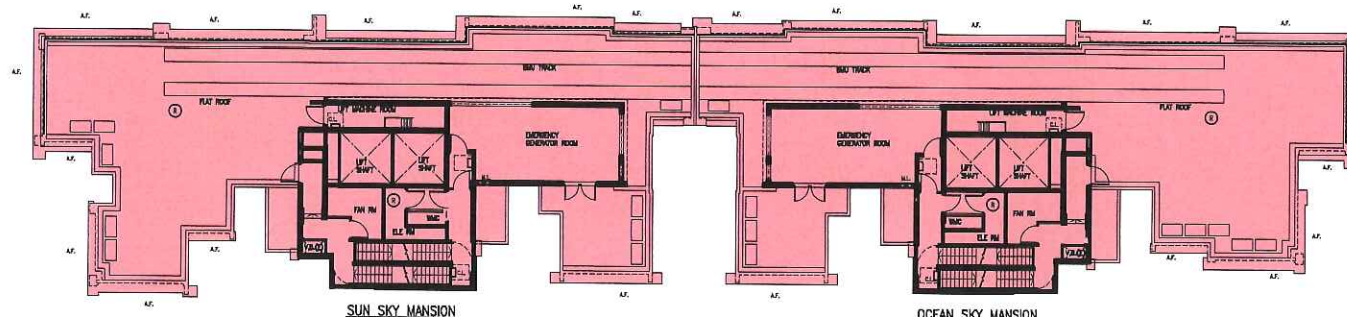
OCEAN SKY MANSION



SUN SKY MANSION

7TH TO 16TH FLOOR (13 & 14/F OMITTED)

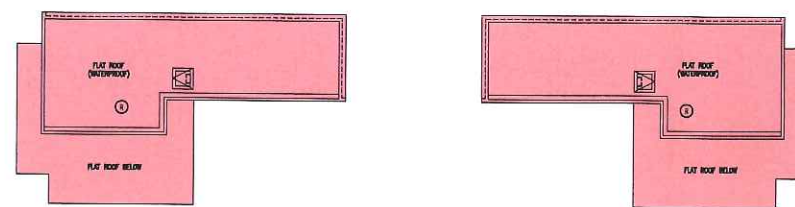
OCEAN SKY MANSION



SUN SKY MANSION

ROOF PLAN

OCEAN SKY MANSION



SUN SKY MANSION

TOP ROOF PLAN

OCEAN SKY MANSION

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NOTE 1: NOISE MITIGATION MEASURE APPLY FOR ALL FLOORS.

COLOUR LEGEND

(R)	RESIDENTIAL COMMON AREA
(P)	BALCONY

E	APR 2019	SIXTH SUBMISSION
D	SEP 2016	FIFTH SUBMISSION
C	AUG 2016	FOURTH SUBMISSION
B	JUN 2016	THIRD SUBMISSION
A	MAY 2016	SECOND SUBMISSION

NUMBER / 編號	DATE / 日期	AMENDMENT / 修訂
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PROJECT / 工程項目

PROPERTY DEVELOPMENT AT
WEST RAIL NAM CHEONG STATION
NKIL 6333

DRAWING / 圖名

FLOOR PLAN OF LOW BLOCK
SUN SKY MANSION
OCEAN SKY MANSION

SCALE / 比例

1:400

DATE / 日期

DEC 2012

JOB NUMBER / 工程編號

4722

DRAWING NUMBER / 圖號

DMC-P-11

DESIGNED / 設計

CHECKED / 審核

APPROVED / 審定

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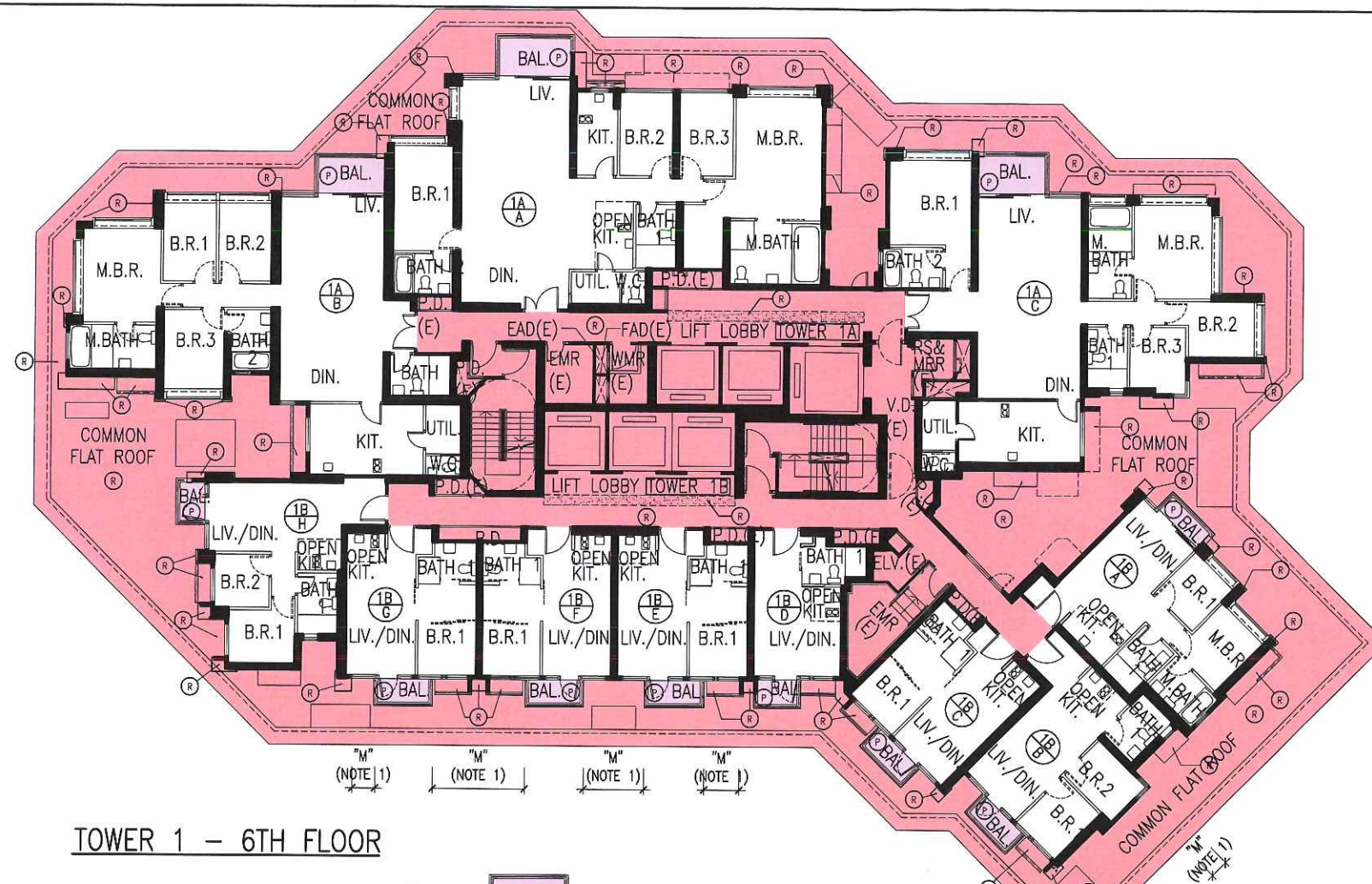
Caroline
Authorized Person



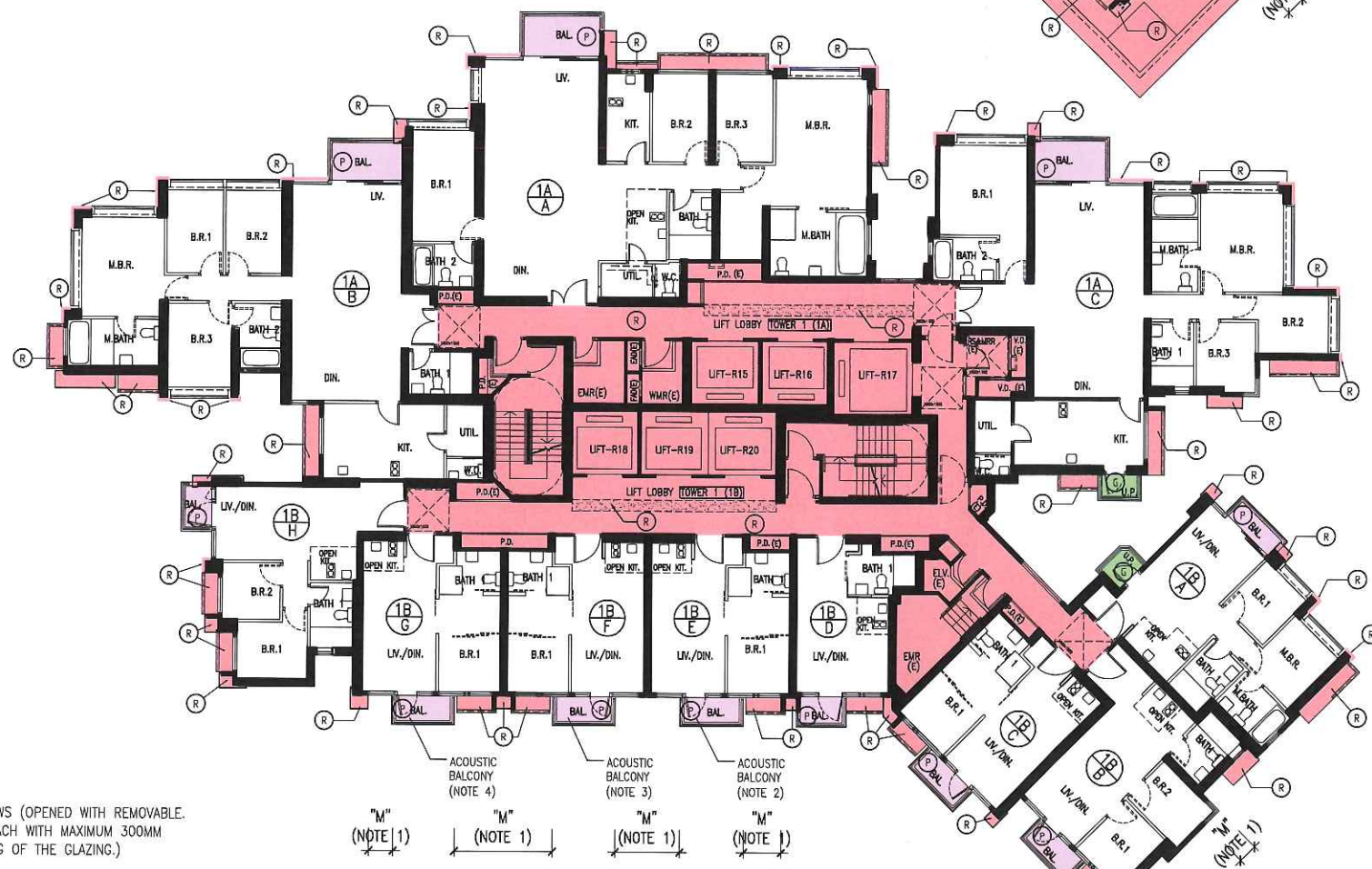
註冊摘要編號 Memorial No.:

18121401880027

A3C



TOWER 1 - 6TH FLOOR



TOWER 1 - 7TH TO 26TH AND 28TH TO 51TH FLOOR
(13/F, 14/F, 24/F, 34/F & 44/F OMITTED)

"M" - MAINTENANCE WINDOW
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NOTE 1: NOISE MITIGATION MEASURE APPLY FOR ALL FLOORS.
NOTE 2: NOISE MITIGATION MEASURE APPLY FOR 10/F-12/F, 15/F-16/F.
NOTE 3: NOISE MITIGATION MEASURE APPLY FOR 8/F-12/F, 15/F-19/F.
NOTE 4: NOISE MITIGATION MEASURE APPLY FOR 7/F-12/F, 15/F-21/F.

COLOUR LEGEND

- (R) RESIDENTIAL COMMON AREA
- (P) BALCONY
- (R) RESIDENTIAL WIDER COMMON CORRIDORS & LIFT LOBBIES
- (G) UTILITY PLATFORM

NUMBER / 編號	DATE / 日期	AMENDMENT / 修訂
F	APR 2019	SEVENTH SUBMISSION
E	JAN 2019	SIXTH SUBMISSION
D	SEP 2016	FIFTH SUBMISSION
C	AUG 2016	FOURTH SUBMISSION
B	JUL 2016	THIRD SUBMISSION
A	MAY 2016	SECOND SUBMISSION

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註冊摘要編號 Memorial No.:
18121401880027 A3C

PROJECT / 工程項目
PROPERTY DEVELOPMENT AT
WEST RAIL NAM CHEONG STATION
NKIL 6333

DRAWING / 圖名
FLOOR PLAN OF TOWER 1

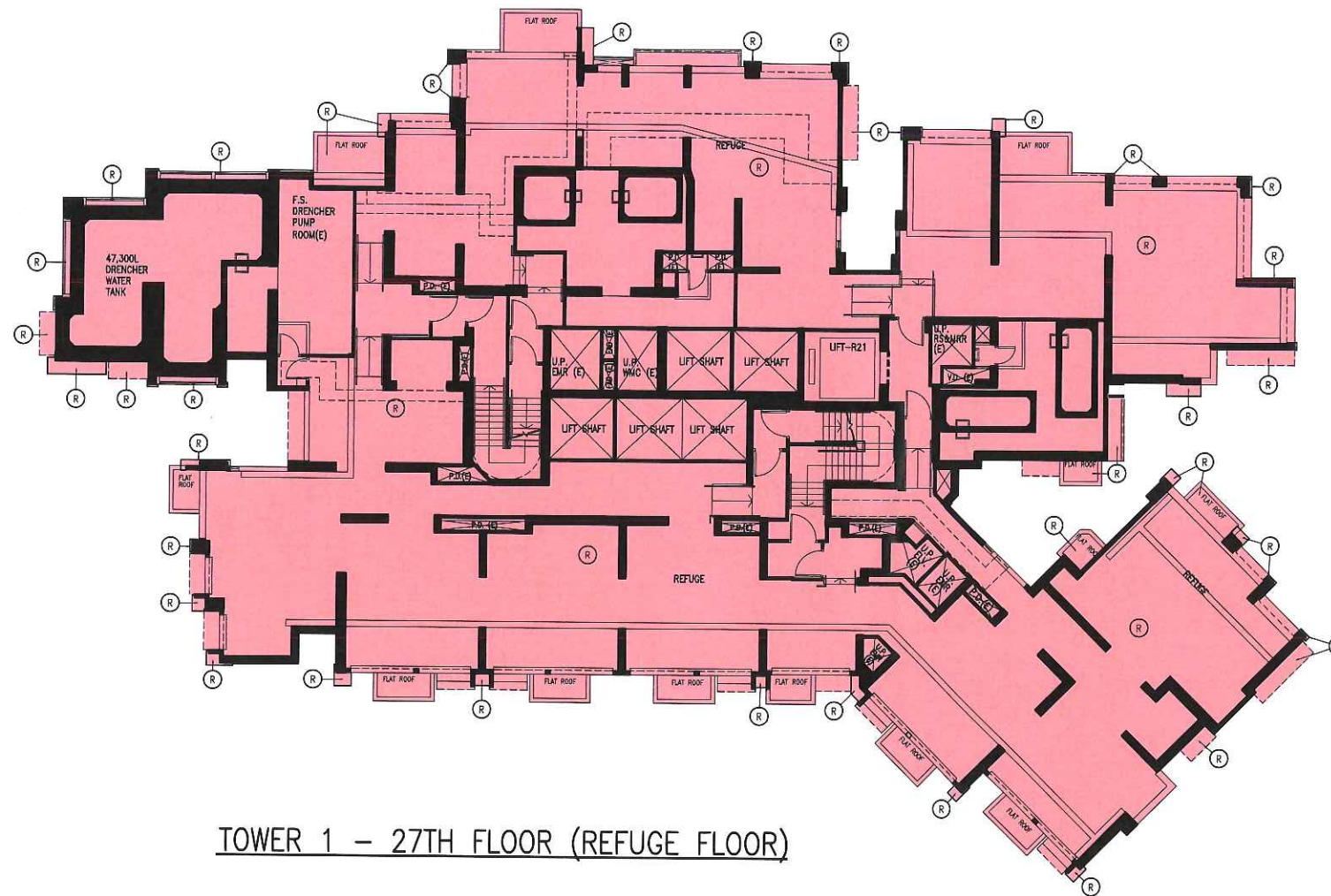
SCALE / 比例	JOB NUMBER / 工程編號
1:250	4722
DATE / 日期	DRAWING NUMBER / 圖號
DEC 2012	DMC-P-12
- A B C D E F	

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TOWER 1 - 27TH FLOOR (REFUGE FLOOR)



註冊摘要編號 Memorial No.:
18121401880027 A3C

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COLOUR LEGEND

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D	APR 2019	FIFTH SUBMISSION
C	SEP 2016	FOURTH SUBMISSION
B	AUG 2016	THIRD SUBMISSION
A	MAY 2016	SECOND SUBMISSION
-	DEC 2012	FIRST SUBMISSION

NUMBER / 編號 DATE / 日期 AMENDMENT / 修訂

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PROJECT / 工程項目

PROPERTY DEVELOPMENT AT
WEST RAIL NAM CHEONG STATION

NKIL 6333

DRAWING / 圖名

FLOOR PLAN OF TOWER 1

SCALE / 比例

1:250

DATE / 日期

DEC 2012

JOB NUMBER / 工程編號

4722

DRAWING NUMBER / 圖號

DMC-P-13

- | A | B | C | D | |

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COLOUR LEGEND

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D	JAN 2019	FIFTH SUBMISSION
C	JUL 2018	FOURTH SUBMISSION
B	AUG 2016	THIRD SUBMISSION
A	MAY 2016	SECOND SUBMISSION

NUMBER / 編號 DATE / 日期 AMENDMENT / 修訂

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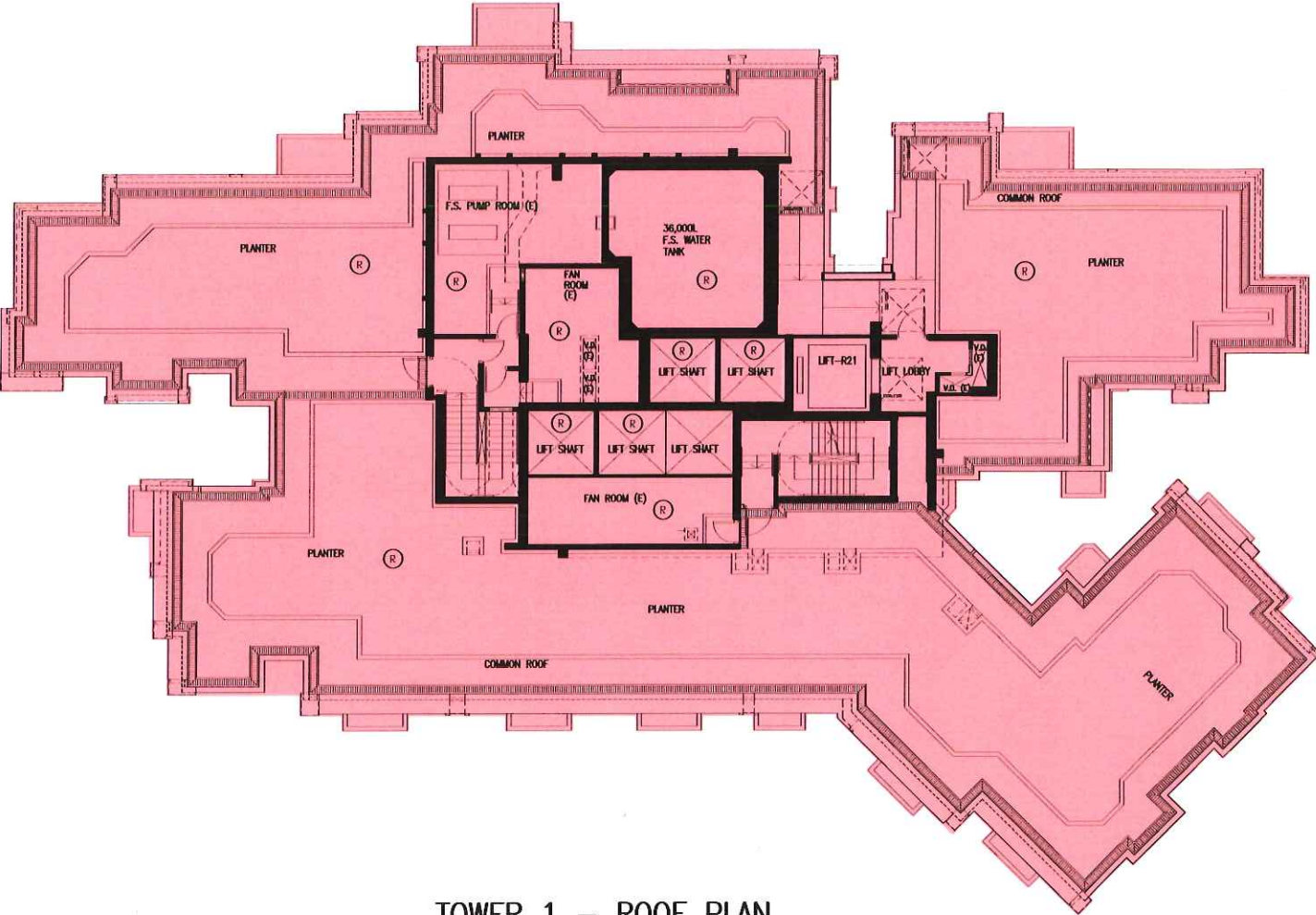
PROJECT / 工程項目
PROPERTY DEVELOPMENT AT
WEST RAIL NAM CHEONG STATION
NKIL 6333

DRAWING / 圖名
FLOOR PLAN OF TOWER 1

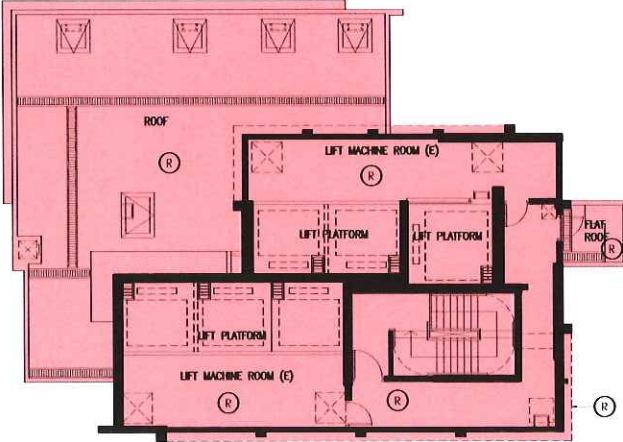
SCALE / 比例	JOB NUMBER / 工程編號
1:250	4722
DATE / 日期	DRAWING NUMBER / 圖號
DEC 2012	DMC-P-14
- A B C D E	

DESIGNED / 設計 CHECKED / 審核 APPROVED / 審定

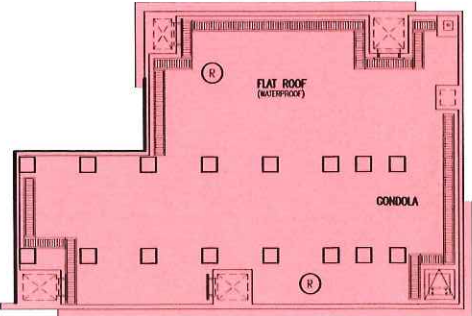
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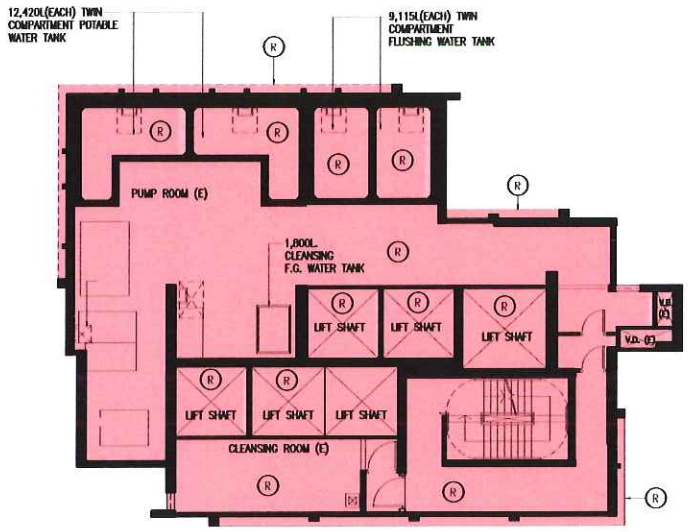
TOWER 1 - ROOF PLAN



TOWER 1 - LIFT MACHINE RM.
AT LEV. +175.485



TOWER 1 - TOP ROOF PLAN



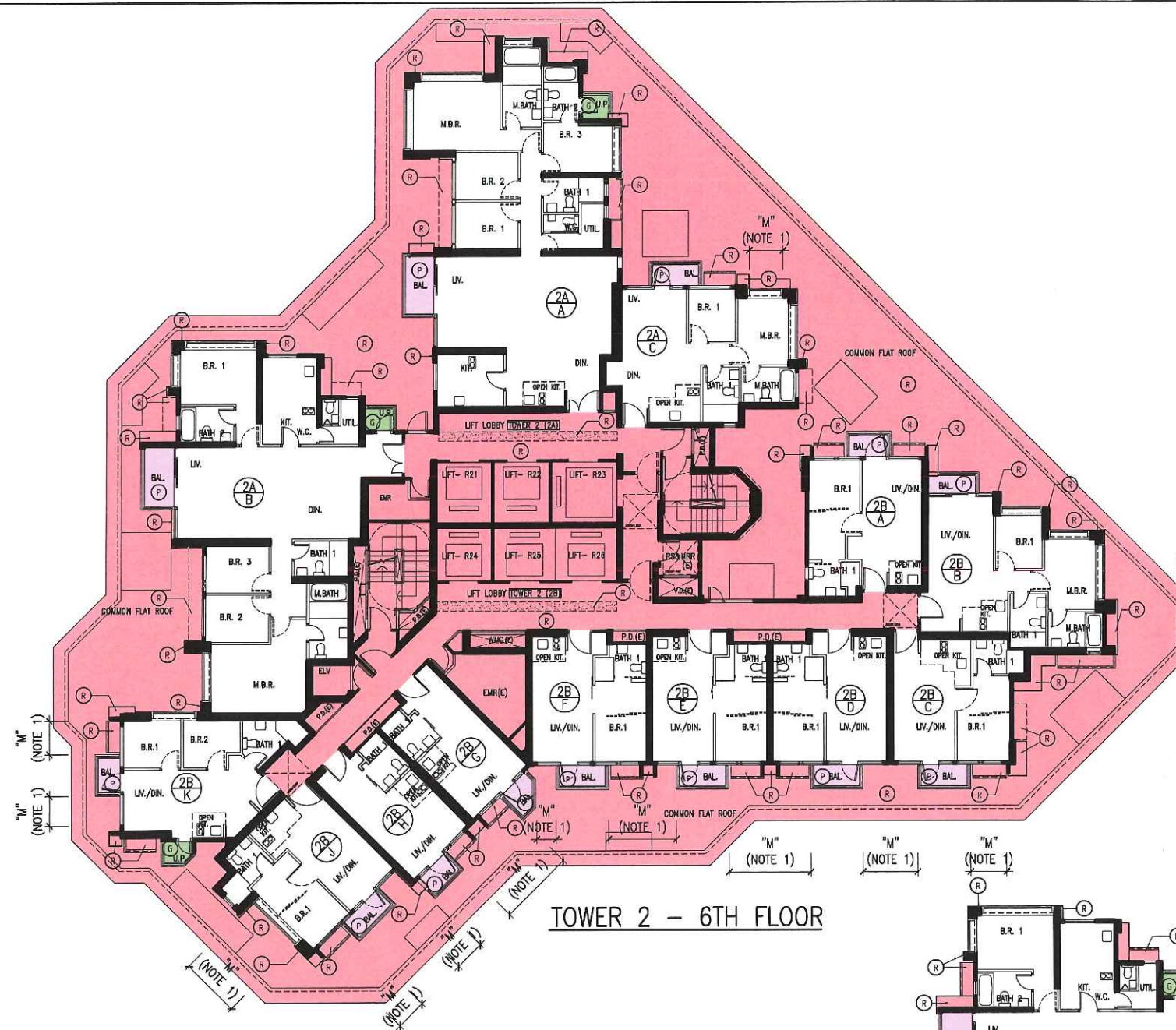
TOWER 1 - FAN ROOM & WATER TANK AT LEV. +172.235



註冊摘要編號 Memorial No.:
18121401880027 A3C

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Caroline
Authorized Person



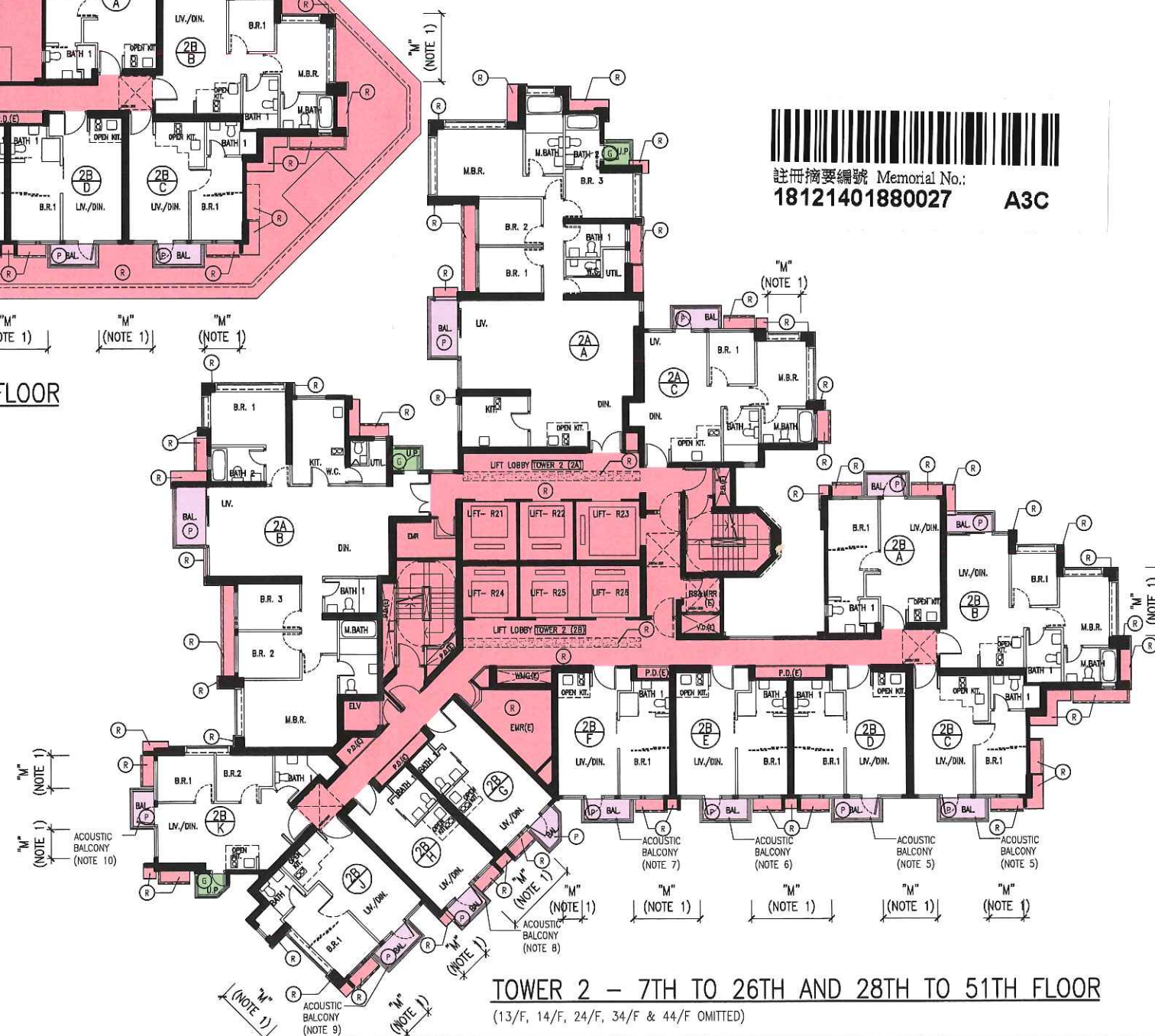
TOWER 2 - 6TH FLOOR

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Carson
Authorized Person

"M" - MAINTENANCE WINDOW
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- NOTE 1: NOISE MITIGATION MEASURE APPLY FOR ALL FLOORS.
NOTE 5: NOISE MITIGATION MEASURE APPLY FOR 7/F-12/F, 15/F-23/F, 25/F-26/F.
NOTE 6: NOISE MITIGATION MEASURE APPLY FOR 8/F-12/F, 15/F-23/F.
NOTE 7: NOISE MITIGATION MEASURE APPLY FOR 12/F, 15/F-17/F.
NOTE 8: NOISE MITIGATION MEASURE APPLY FOR 12/F, 15/F-18/F.
NOTE 9: NOISE MITIGATION MEASURE APPLY FOR 15/F-18/F.
NOTE 10: NOISE MITIGATION MEASURE APPLY FOR 46/F-51/F.



TOWER 2 - 7TH TO 26TH AND 28TH TO 51TH FLOOR
(13/F, 14/F, 24/F, 34/F & 44/F OMITTED)

COLOUR LEGEND

- (R) RESIDENTIAL COMMON AREA
- (P) BALCONY
- (R) RESIDENTIAL WIDER COMMON CORRIDORS & LIFT LOBBIES
- (G) UTILITY PLATFORM

NUMBER / 編號	DATE / 日期	AMENDMENT / 修訂
F	APR 2019	SEVENTH SUBMISSION
E	APR 2019	SIXTH SUBMISSION
D	JAN 2019	FIFTH SUBMISSION
C	SEP 2016	FOURTH SUBMISSION
B	AUG 2016	THIRD SUBMISSION

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PROJECT / 工程項目
PROPERTY DEVELOPMENT AT
WEST RAIL NAM CHEONG STATION
NKIL 6333

DRAWING / 圖名
FLOOR PLAN OF TOWER 2

SCALE / 比例
1:400

DATE / 日期
DEC 2012

JOB NUMBER / 工程編號
4722

DRAWING NUMBER / 圖號
DMC-P-15

DESIGNED / 設計
CHECKED / 審核
APPROVED / 審定

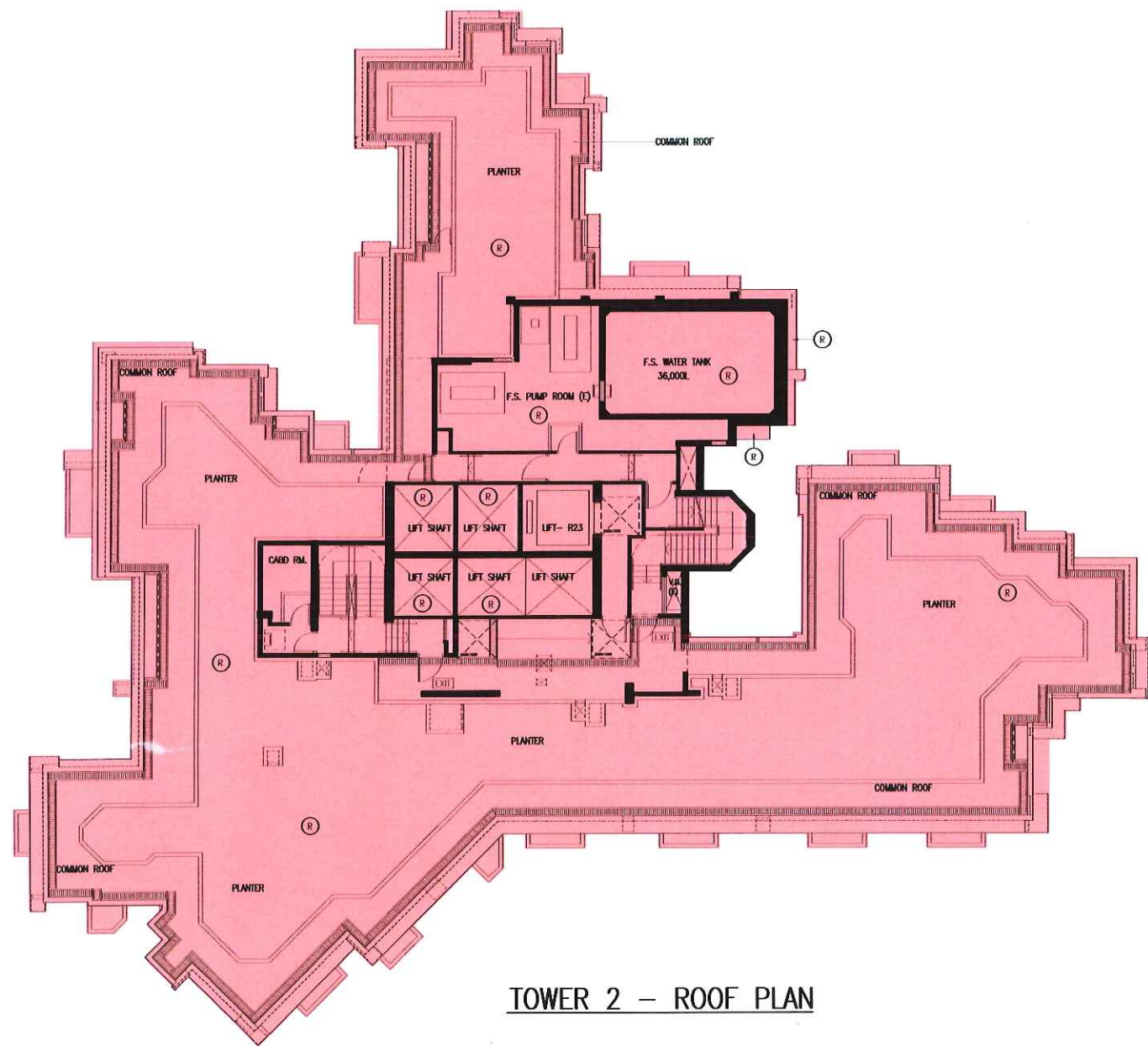
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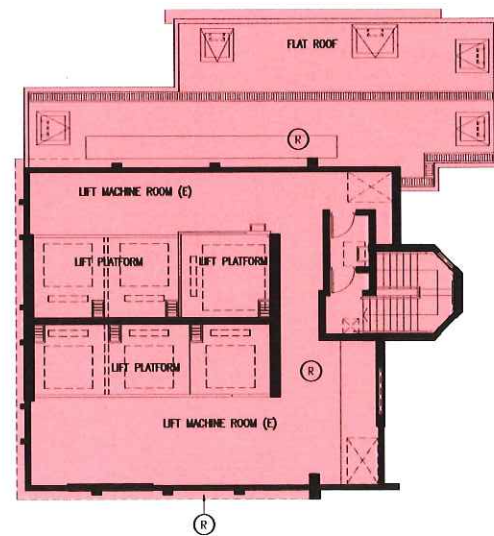
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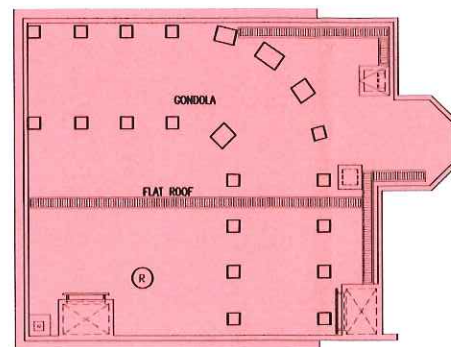
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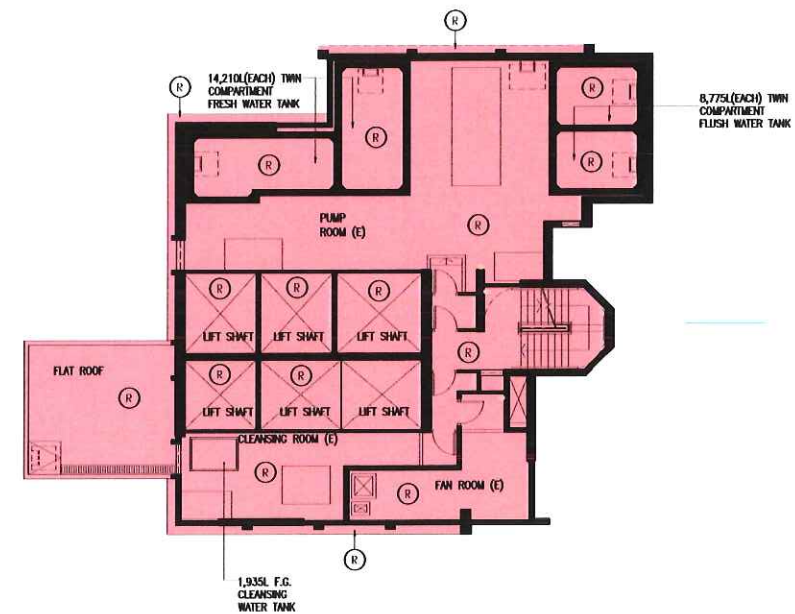
TOWER 2 - ROOF PLAN



TOWER 2 - LIFT MACHINE RM.
AT LEV. +175.485



TOWER 2 - TOP ROOF PLAN



TOWER 2 - FAN ROOM & WATER TANK AT LEV. +172.235



註冊摘要編號 Memorial No.:
18121401880027 A3C

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Coastway
Authorized Person

COLOUR LEGEND

(R) RESIDENTIAL COMMON AREA

D	APR 2019	FIFTH SUBMISSION
C	JUL 2018	FOURTH SUBMISSION
B	AUG 2016	THIRD SUBMISSION
A	MAY 2016	SECOND SUBMISSION
-	DEC 2012	FIRST SUBMISSION

NUMBER / 編號 DATE / 日期 AMENDMENT / 修訂

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PROJECT / 工程項目
PROPERTY DEVELOPMENT AT
WEST RAIL NAM CHEONG STATION
NKIL 6333

DRAWING / 圖名
FLOOR PLAN OF TOWER 2

SCALE / 比例
1:400
JOB NUMBER / 工程編號
4722
DATE / 日期
DEC 2012
DRAWING NUMBER / 圖號
DMC-P-17

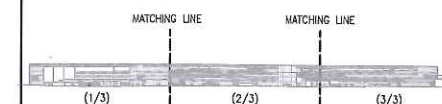
- | A | B | C | D | |

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COLOUR LEGEND

(GY)	RESIDENTIAL CARPARK COMMON AREA
(R)	RESIDENTIAL COMMON AREA
(I)	COMMERCIAL ACCOMMODATION
(LG)	ESTATE COMMON AREA (TO ALLOW ACCESS TO NAM CHEONG STATION)
(LG)	ESTATE COMMON AREA
(Hatched)	STATION COMPLEX



KEY ELEVATION

NUMBER / 編號	DATE / 日期	AMENDMENT / 修訂
F	APR 2019	SEVENTH SUBMISSION
E	JAN 2019	SIXTH SUBMISSION
D	JUL 2018	FIFTH SUBMISSION
C	SEP 2016	FOURTH SUBMISSION
B	AUG 2016	THIRD SUBMISSION

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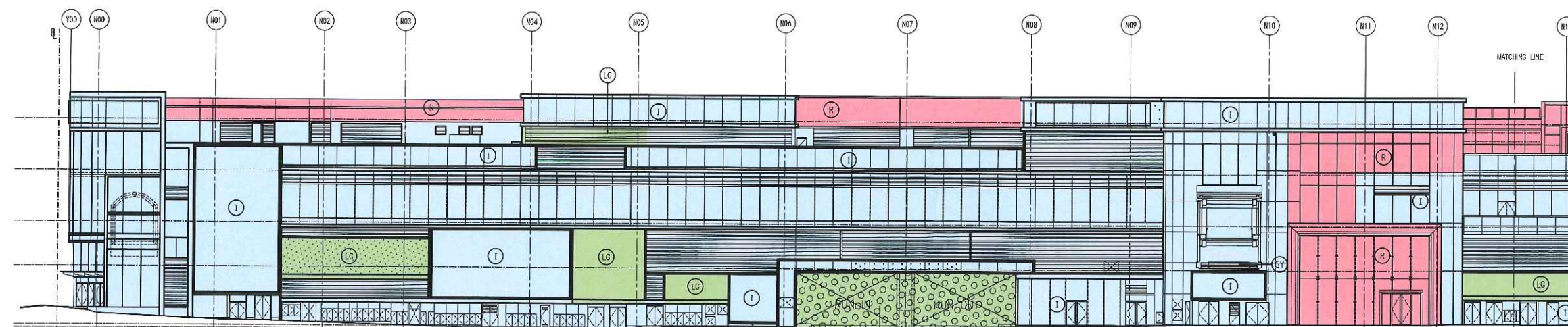
PROJECT / 工程項目
PROPERTY DEVELOPMENT AT
WEST RAIL NAM CHEONG STATION
NKIL 6333

DRAWING / 圖名
ELEVATION 1

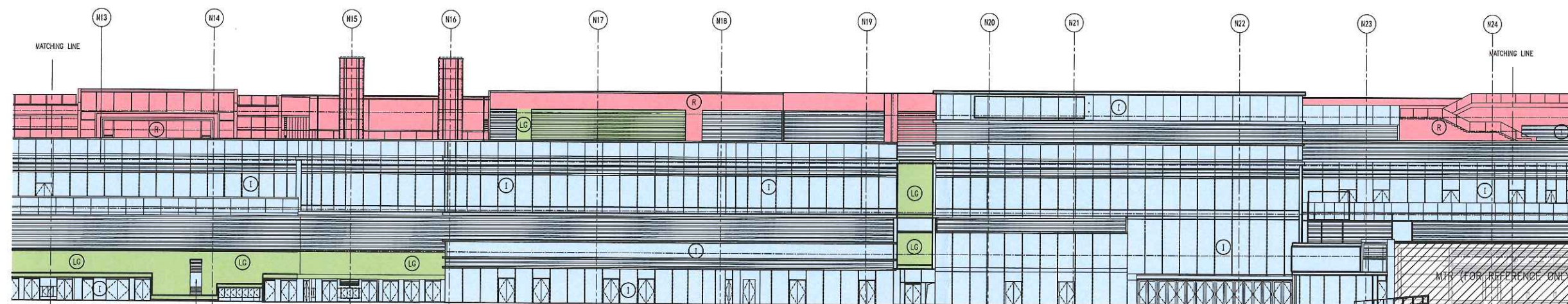
SCALE / 比例	JOB NUMBER / 工程編號
1:500	4722
DATE / 日期	DRAWING NUMBER / 圖號
DEC 2012	DMC-P-18
- A B C D E F	

DESIGNED / 設計 CHECKED / 審核 APPROVED / 審定

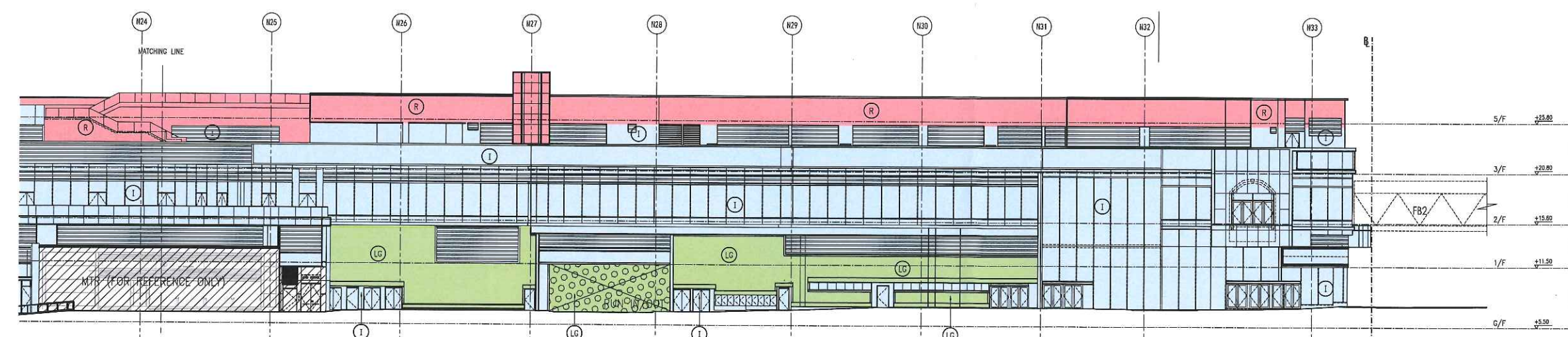
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ELEVATION 1 (2/3) (FACING SHAM MONG ROAD)



ELEVATION 1 (3/3) (FACING SHAM MONG ROAD)

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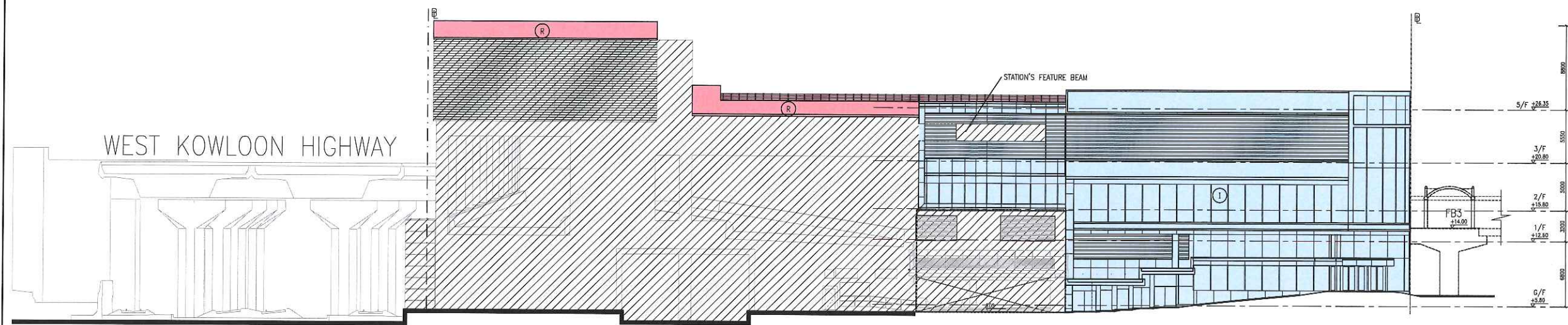


註冊摘要編號 Memorial No.:

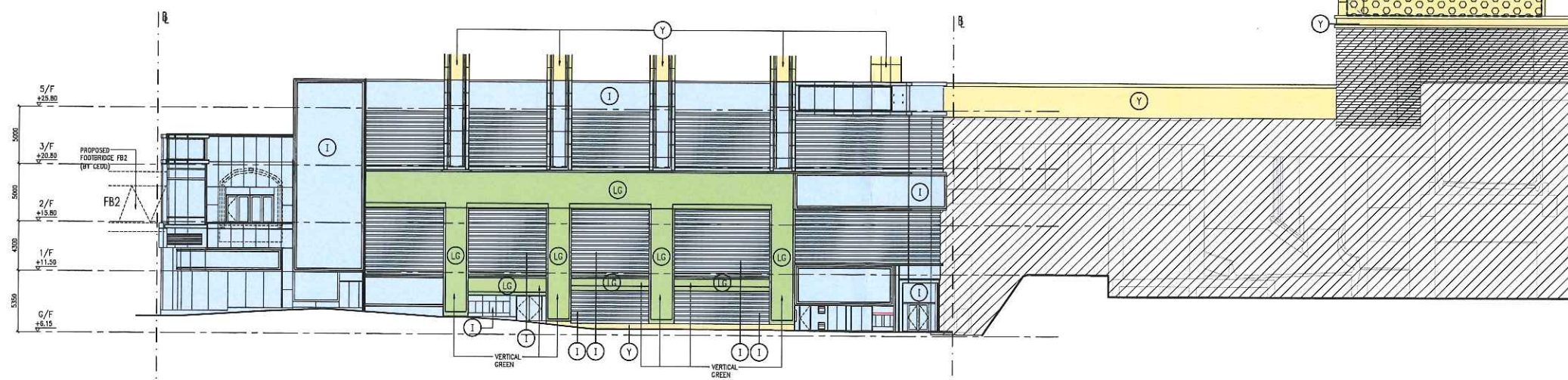
18121401880027

A3C

Clark
Authorized Person



ELEVATION 2 (FACING YEN CHOW STREET WEST)



ELEVATION 3 (FACING TONKIN STREET WEST)



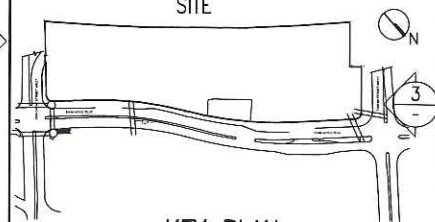
註冊摘要編號 Memorial No.:
18121401880027 A3C

NOTE 1: STATION'S FEATURE BEAM NOT SHOWN FOR CLARITY

COLOUR LEGEND

(I)	COMMERCIAL ACCOMMODATION
(Hatched)	STATION COMPLEX
(LG)	ESTATE COMMON AREA
(R)	RESIDENTIAL COMMON AREA
(GY)	RESIDENTIAL CARPARK COMMON AREA
(Y)	REFER TO SUB-DMC OF SUBSEQUENT PHASES
(Patterned)	THE WALLS (FUTURE ESTATE COMMON AREA OF SUBSEQUENT PHASES)

SITE



KEY PLAN

I	APR 2019	TENTH SUBMISSION
H	JAN 2019	NINTH SUBMISSION
G	JAN 2019	EIGHTH SUBMISSION
F	JUL 2018	SEVENTH SUBMISSION
E	MAR 2018	SIXTH SUBMISSION

NUMBER / 編號	DATE / 日期	AMENDMENT / 修訂
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PROJECT / 工程項目
PROPERTY DEVELOPMENT AT
WEST RAIL NAM CHEONG STATION
NKIL 6333

DRAWING / 圖名
ELEVATION 2-3

SCALE / 比例
1:500

DATE / 日期
DEC 2012

JOB NUMBER / 工程編號
4722

DRAWING NUMBER / 圖號
DMC-P-19

DESIGNED / 設計
CHECKED / 審核
APPROVED / 審定

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

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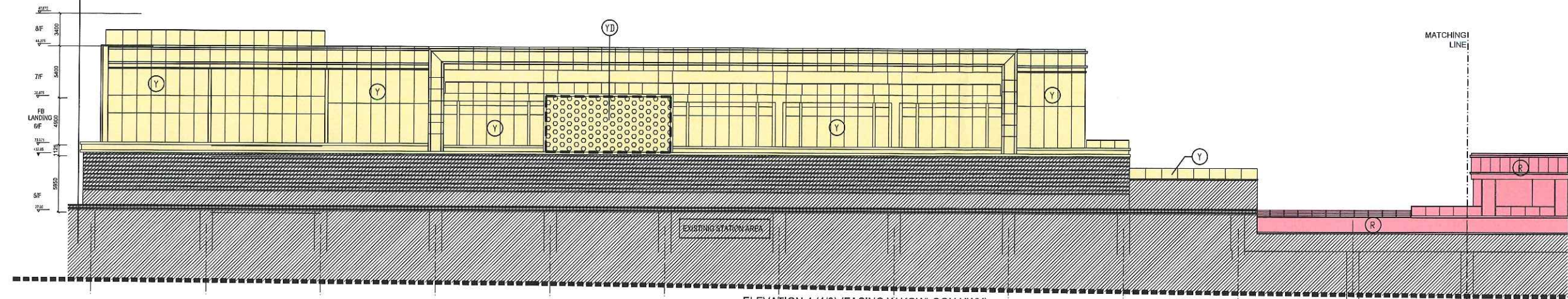
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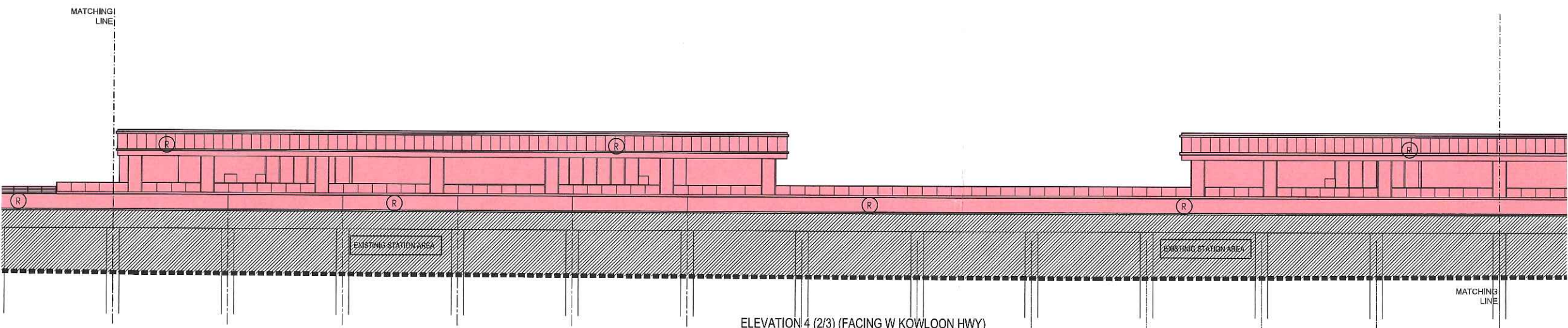
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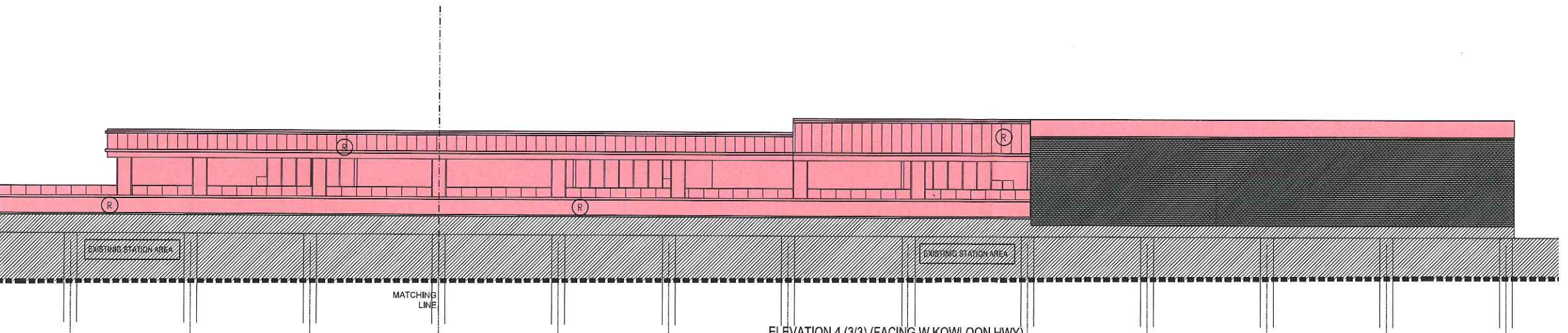
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ELEVATION 4 (2/3) (FACING W KOWLOON HWY)



ELEVATION 4 (3/3) (FACING W KOWLOON HWY)

COLOUR LEGEND

- STATION COMPLEX
- ESTATE COMMON AREA
- RESIDENTIAL COMMON AREA
- REFER TO SUB-DMC OF SUBSEQUENT PHASES
- THE WALLS (FUTURE ESTATE COMMON AREA OF SUBSEQUENT PHASES)

C	APR 2019	FORTH SUBMISSION
B	JUL 2018	THIRD SUBMISSION
A	SEP 2016	SECOND SUBMISSION
-	AUG 2016	FIRST SUBMISSION

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PROJECT / 工程項目
 PROPERTY DEVELOPMENT AT
 WEST RAIL NAM CHEONG STATION
 NKIL 6333

DRAWING / 圖名
 ELEVATION 4

SCALE / 比例	JOB NUMBER / 工程編號
1:500	4722
DATE / 日期	DRAWING NUMBER / 圖號
DEC 2012	DMC-P-20

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定

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