

Dated

29th April

2013

MTR CORPORATION LIMITED

as the registered owner

and

KOWLOON-CANTON RAILWAY CORPORATION

as KCRC

as the Purchaser

and

MTR CORPORATION LIMITED

as the Manager

DEED OF MUTUAL COVENANT

and

MANAGEMENT AGREEMENT

in respect of

Sha Tin Town Lot No.519

Deacons

5th Floor
Alexandra House
16-20 Chater Road
Central, Hong Kong
hongkong@deacons.com.hk
www.deacons.com.hk
Tel : +852 2825 9211
Fax : +852 2810 0431

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DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT

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SECTION A

PARTIES AND RECITALS

Date THIS DEED is made the 29th day of April 2013.

Parties BETWEEN

(1) MTR CORPORATION LIMITED whose registered office is situate at MTR Headquarters Building, Telford Plaza, 33 Wai Yip Street, Kowloon Bay, Kowloon, Hong Kong ("MTR" which expression shall where the context so admits include its successors and assigns) and any reference to MTR in this Deed shall be construed as reference to MTR in its capacity as the registered owner of the Development (other than the Railway Station and the First Assigned Premises (both as hereinafter defined) erected on the Land) but not further or otherwise;

(2) KOWLOON-CANTON RAILWAY CORPORATION, a corporation established pursuant to the Kowloon-Canton Railway Corporation Ordinance (Cap.372) having its principal office at 8th Floor, Fo Tan Railway House, 9 Lok King Street, Fo Tan, New Territories, Hong Kong ("KCRC" which expression shall where the context so permits include its successors and assigns);

(3)

(the "Purchaser"

which expression shall where the context so permits include its executors, administrators, successors and assigns); and

(4) MTR CORPORATION LIMITED] whose registered office is situate at [MTR Headquarters Building, Telford Plaza, 33 Wai Yip Street, 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 assignments to KCRC and the Purchaser respectively referred to in Recitals 4 and 5 below the Land was held by MTR for the residue of the term created by the Government Grant.

Development 2. The Development has been constructed on the Land.

- Allocation of Shares** 3. For the purpose of distribution and sale, the Land and the Development have been notionally divided into 102,000 equal undivided Shares which have been allocated in the manner set out in Part I of the First Schedule hereto.
- Assignment of Railway Station** 4. Pursuant to Special Condition (20)(b) of the Government Grant, the Railway Station and the Shares allocated thereto had been assigned to KCRC on 22nd July 2008 by MTR under and by virtue of an Assignment registered at the Land Registry by Memorial No.10010400490013 as supplemented, varied and modified by a Confirmatory Assignment registered at the Land Registry by Memorial No.12053001820026 (such supplemented, varied and modified Assignment is hereinafter referred to as the "Railway Station Assignment").
- Assignment of First Assigned Premises** 5. By an Assignment bearing even date herewith executed immediately prior to this Deed and made between MTR of the one part and the Purchaser of the other part, the First Assigned Premises was assigned to the Purchaser by MTR.
- Purpose of Deed** 6. 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 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** 7. 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 :-

- "Access Way" means the access way constructed and provided in accordance with Special Condition (25) of the Government Grant for public use and access to and from the Railway Station as for identification purpose only shown Stippled Black on the Ground Floor Plan (Demarcation of Access Way) annexed hereto;
- "Approved Plans" means the building plans for the Estate approved by the Building Authority under reference No.BD2/7807/08 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, metal grilles and balustrades and other materials enclosing the balcony and the handrails thereof and the plaster of and the finishes of the ceiling of the balcony below the concrete slab and the lamp(s) and other fixtures (including but not limited to any suspended ceiling) (if any) at the balcony;
- "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 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;
- "Car Park" means those parts of the Estate constructed for the purpose of the parking of motor vehicles and motor cycles including Residential Car Parking Spaces and Car Parking Spaces serving the Commercial Accommodation;
- "Car Parking Space" means a Unit situate in the Car Park and shall include motor cycle parking space;
- "Club" means the residents' club to be formed by the Manager pursuant to Clause I(b)(xvi) of Section I of this Deed;
- "Club House" means such part of the Private Recreational Facilities constructed or to be constructed in accordance with the Approved Plans for use as a club house for the Club 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 Owners Committee from time to time relating to the Club and the use management operation and maintenance of the Club House;

"Commercial Accommodation"

means those parts of the Development constructed in accordance with Approved Plans for commercial use including, but not limited to, the lay-by, variable refrigerant volume room, primary air unit room, water pump rooms, fan room and other mechanical and electrical plant rooms all designated for use by the Commercial Accommodation and those portions of the external walls thereof (up to a height of 10.65m above the Hong Kong Principal Datum) as for identification purpose only shown and marked in red dotted lines on the Ground Floor Plan (Demarcation of external walls of Commercial Accommodation) annexed hereto and the loading and unloading space provided pursuant to Special Condition (39)(a)(i)(II) of the Government Grant but excluding the Car Parking Spaces serving the Commercial Accommodation;

"Commercial Common Areas"

means those area(s) of the Commercial Accommodation intended or designated for the common use and benefit of the Owner(s) of the Commercial Accommodation and not otherwise specifically assigned to or for the exclusive use of the Owner(s) of any particular Unit of the Commercial Accommodation and to be identified in any Sub-Deed of Mutual Covenant in respect of Commercial Accommodation and shall include the lay-by and the loading and unloading space provided pursuant to Special Condition (39)(a)(i)(II) of the Government Grant;

"Commercial Common Services and Facilities"

means those services and facilities in, on or under the Commercial Accommodation which serve the Units of the Commercial Accommodation and not for the exclusive use and benefit of a particular Unit of the Commercial Accommodation and to be identified in any Sub-Deed of Mutual Covenant;

"Common Areas"

means the Estate Common Areas, the Residential Common Areas, the Residential Car Park Common Areas, the Residential/Residential Car Park Common Areas, the Commercial Common Areas and those parts of the Estate as are designated as common areas in, and more particularly identified on plans to be annexed to, any Sub-Deed of Mutual Covenant or deed poll to be executed pursuant to this Deed but excluding those parts of the Residential Development, the Commercial Accommodation or the Car Park which belong to the Owner of any particular Unit or which serve only any particular Unit;

"Common Services and Facilities"

means the Estate Common Services and Facilities, the Residential Common Services and Facilities, the Residential Car Park Common Services and Facilities, the Residential/Residential Car Park Common Services and Facilities, the Commercial Common Services and Facilities and those services and facilities of the Estate as are designated as common services and facilities in any Sub-Deed of Mutual Covenant or deed poll to be executed pursuant to this Deed excluding those services and facilities which belong to the Owner of any particular Unit or which serve only any particular Unit;

"Deed"

means this Deed 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 MTR 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;
- “Development”** means the entire development constructed or to be constructed upon the Land pursuant to the Government Grant comprising the Railway Station, the Residential Development, the Commercial Accommodation, the Car Park and the Common Areas;
- “Director”** means the Director of Lands from time to time;
- “Estate”** means all parts of the Development other than the Railway Station;
- “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 including, but not limited to, the Access Way, portion of the cul-de-sac of the private street, taxi lay-by, general lay-by, open-sided covered landscape areas, driveways, ramps, footpaths, staircases, landings, corridors and passages; pump rooms for water feature, transformer room, main switch room, master meter and water meter room, town gas control room, fuel tank rooms, telecommunication broadcast equipment room, pump panel room, street fire hydrant and sprinkler and fire services pump room, fan rooms, sprinkler control valve room, telecommunication duct room, pipe ducts, emergency generator rooms, main telecommunication broadcast equipment room, air duct shaft, refuse storage and material recovery chamber; structural walls and columns, the foundations and other structural elements (excluding finishes) of the buildings erected on the Estate; management office, central security control room, guard room, caretaker’s quarters, owner’s committee office and any other space on or in the Estate used for office or other accommodation of the Owners Committee or the Owners Corporation; water features, planters; canopy, and all other communal areas within the Estate not used for the sole benefit of any Owner or group of Owners (but excluding the Residential Common Areas, the Residential Car Park Common Areas, the Residential/Residential Car Park Common Areas, the Commercial Common Areas and those areas forming parts of other Common Areas as designated or to be designated in the Sub-Deed of Mutual Covenant or deed poll to be executed pursuant to this Deed) and for the purpose of identification only as shown (where possible and capable of being shown) coloured green on the plans annexed hereto;
- “Estate Common Services and Facilities”** means those services and facilities constructed or to be constructed in on or under the Development and which serve the Estate as a whole and not for the sole benefit of any Owner or group of Owners including, but not limited to, sewers, gutters, drains, watercourses, pipes and ducts; pumps, tanks and sanitary fittings; 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; refuse disposal equipment; lift; heating ventilation and air-conditioning plant and

equipment; air-conditioners and fans; aerial broadcast distribution or telecommunication network facilities 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 (but excluding the Residential Common Services and Facilities, the Residential Car Park Common Services and Facilities, the Residential/Residential Car Park Common Services and Facilities, the Commercial Common Services and Facilities and those services and facilities forming parts of other Common Services and Facilities designated or to be designated in the Sub-Deed of Mutual Covenant or deed poll to be executed pursuant to this Deed);

- “First Assigned Premises”** means all those 90 equal undivided 102,000th 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 Unit B on 26th Floor of Tower 1 of the Development;
- “Fitting Out Rules”** means any rules, regulations or procedures as the Manager may make, revise, amend or implement from time to time pursuant to Section K of this Deed for the fitting out, decoration and alteration of a Residential Unit;
- “Government”** means the Government of the Hong Kong Special Administrative Region;
- “Government Grant”** means the Agreement and Conditions of Grant registered in the Land Registry as New Grant No.20605 as varied or modified by a Modification Letter dated 12th October 2011 and registered at the Land Registry (by Memorial No.11101701890019) and as further varied or modified from time to time;
- “Green Area and Green Hatched Black Area”** means those areas or portions of land shown coloured green and green hatched black respectively on the plan annexed to the Government Grant and referred to under Special Condition (4) of the Government Grant;
- “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;
- “Land”** means the land registered at the Land Registry as Sha Tin Town Lot No.519;
- “Ma On Shan Line”** means the railway, railway stations and facilities between Wu Kai Sha Station and Tai Wai Station and known as Ma On Shan Line and including

	any extensions thereto;
“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 11 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 MTR 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; 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;
“Non-enclosed Areas”	means the Balcony and the Utility Platform respectively forming part of a Residential Unit as identified in the First Schedule hereto and as for identification purpose only shown and marked “BAL” and “U.P.” on the plans Nos.A/DMC/NE1 to A/DMC/NE8 annexed hereto;
“Occupation”	means any occupation permit (whether temporary or otherwise) issued by the

Permit	Building Authority in respect of the Development or any part of the Development;
“Open Space”	means the open space of not less than 3,472 square metres provided for the purpose of recreational use and enjoyment by the residents of the Residential Development and their bona fide guests and visitors pursuant to under Special Condition (17)(a) of the Government Grant;
“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 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 Committee”	means the Owners’ Committee formed and elected in accordance with the provisions of Clauses 1(a) and 5 of Section G of this Deed;
“Owners Corporation”	means an Owners’ Corporation in respect of the Development registered under Section 8 of the Building Management Ordinance as amended or varied from time to time or any legislation replacing the Building Management Ordinance;
“Party Wall”	means an internal wall which divides two Units;
“Pink Hatched Black Area and Pink Cross Hatched Black Area”	means those areas or pieces or parcels of land which for purpose of identification are shown coloured pink hatched black and pink cross hatched black respectively on the plan attached to the Government Grant and referred to under Special Condition (8)(a) of the Government Grant;
“Private Recreational Facilities”	means the recreational facilities and ancillary facilities (including but not limited to the Club House) as are approved by the Director pursuant to the provisions of Special Condition (28)(a) of the Government Grant together with the Open Space 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 or a part or parts of it and their bona fide guests and visitors;
“Railway Station”	means the Che Kung Temple Station forming part of the Ma On Shan Line constructed on the Land pursuant to Special Condition (19)(a) of the Government Grant comprising a railway station together with such ancillary railway structures, facilities and roads erected or to be erected on the Land for the operation of the Ma On Shan Line, including a strip of land of approximately 6 metres wide on the north of the concourse level up to 13.7 metres above Hong Kong Principal Datum, two portions of land on the roof

level (together with the respective air spaces above the said two portions), the external walls, surfaces and façade of the railway station up to the top of the roof level (including the parapet up to approximately 28.125 metres above Hong Kong Principal Datum at, and the water-proofing membrane on, the roof level but excluding the finishes on the surface of the roof level), a recovery lift and staircases as shown (where possible and for identification purpose only) on the plans annexed to the Railway Station Assignment together with the land underneath the railway station;

“Railway Structures and Installations”

means collectively the structures or installations in relation to the Ma On Shan Line;

**“Residential/
Residential Car Park
Common Areas”**

means those parts of the Estate intended for the common use and benefit of the Owners of the Residential Development and the Owners, occupiers and licensees of the Residential Car Parking Spaces including, but not limited to, staircases, landings, air handling unit rooms, fan rooms, air duct shaft and those parts of the external walls of the podium of the Estate (excluding those portions of the external walls forming part of the Commercial Accommodation as for the purpose of identification only shown and marked in red dotted lines on the Ground Floor plan annexed hereto) from the Ground Floor to the 3rd Floor as for the purpose of identification only shown (where possible and capable of being shown) coloured indigo on the plans annexed hereto but excluding anything contained in the Estate Common Areas, the Residential Common Areas, the Commercial Common Areas and the Residential Car Park Common Areas;

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

means those services and facilities in, on or under the Estate and which serve the Residential Development and the Residential Car Parking Spaces but excluding anything contained in the Estate Common Services and Facilities, the Residential Common Services and Facilities, the Commercial Common Services and Facilities and the Residential Car Park Common Services and Facilities;

**“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 Residential Car Parking Spaces including, but not limited to, all accessory areas, circulation passages, staircases, landings, lobbies, ramps, driveways, fan rooms, carpark lift lobbies and electricity rooms but excluding anything contained in the Estate Common Areas, the Residential Common Areas, the Commercial Common Areas and the Residential/Residential Car Park Common Areas and for the purpose of identification only as shown (where possible and capable of being shown) coloured yellow on the plans annexed hereto;

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

means those services and facilities in on or under the Car Park and which serve the Residential Car Parking Spaces including, but not limited to, plant and machinery, electrical and mechanical ventilation installations, fittings and equipment, water supply apparatus, drains, channels, control gates, fire fighting installation and equipment, security systems and apparatus;

**"Residential Car
Parking Space"**

means a Car Parking Space 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;

**"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 areas for installation or use of aerial broadcast distribution or telecommunications network facilities, transfer plate, footbridge on the 3rd Floor linking to the station platform of the Railway Station, footbridges on the 5th Floor linking to the landscape deck on the roof of the Railway Station, entrances, lift lobbies, residential shuttle lift lobbies, staircases, landings, walkways, corridors and passages, open-sided covered landscape areas, covered podium landscaping area, refuge floors and communal sky gardens, planters, lift shafts, plant and equipment rooms, wider common corridors and lift lobbies of the Towers, refuse rooms, roofs and flat roofs (other than those forming part of a Residential Unit), architectural features above the roofs of the Towers and associated supporting beams and columns located within the flat roofs pertaining to any Residential Units, acoustic fins of the Towers, the external walls and facades of the Towers, structural walls and columns within or appertaining to the Residential Development, those parts of the external walls of the podium of the Estate from the Ground Floor (excluding those portions of external walls of the Commercial Accommodation up to a height of 10.65m above the Hong Kong Principal Datum) to the 3rd Floor including the elevation of the residential shuttle lift lobbies and the glass balustrade along the perimeter of 3rd Floor as for the purpose of identification only shown (where possible and capable of being shown) coloured brown on the plans annexed hereto, air-conditioning platforms of the Residential Development, the loading and unloading spaces for goods vehicles, visitors' parking spaces and bicycle parking spaces, Club House, Open Space, fire services control room, fire services pump rooms, transformer rooms, pipe ducts, switch rooms, primary air unit rooms, telecommunications and broadcasting equipment rooms, variable refrigerant volume room, water pump rooms, fan rooms, chiller plant room, management office for Club House, M.C.C. room, air handling unit rooms, filtration plant room, maintenance space under outdoor swimming pool, pipe ducts, cable ducts, air duct shaft, refuse delivery lift lobby, mail delivery rooms with mail boxes, skylight, canopy, lawns, water features, footpaths, open spaces, logistic rooms, caretaker accommodation, pedestrian's walkways and other areas designated for the benefit of the Residential Development but excluding anything contained in the Estate Common Areas, the Residential Car Park Common Areas, the Commercial Common Areas and the Residential/Residential Car Park Common Areas, and for the purpose of identification only as shown (where possible or capable of being shown) coloured brown on the plans annexed hereto;

**"Residential Common
Services"**

means those services and facilities constructed or installed or to be constructed or installed in on or under the Development and which serve the

and Facilities"	Residential Development and not for the sole benefit of any Owner of a Residential Unit including but not limited to, 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, the Private Recreational Facilities and gondolas but excluding anything contained in the Estate Common Services and Facilities, the Commercial Common Services and Facilities, the Residential Car Park Common Services and Facilities and the Residential/Residential Car Park Common Services and Facilities;
"Residential Development"	means those parts of the Development constructed or to be constructed in accordance with the Approved Plans for residential use including the external walls thereof, the loading and unloading spaces, visitors' parking spaces and bicycle parking spaces at the Car Park designated for the benefit of the Residential Development;
"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.
"Shares"	means the 102,000 equal undivided Shares of and in the Land and the Development, each a "Share";
"Special Funds"	means the Special Funds established pursuant to Clause 2(a) of Section J of this Deed;
"Structures"	shall have the same meaning as defined in Special Condition 4(a)(i)(II) of the Government Grant;
"Sub-Deed of Mutual Covenant"	means any such deed entered into in respect of any part of the Land and the Development;
"Term"	means the term of 50 years commencing from 22 nd July 2008 and expiring on 21 st July 2058 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 and 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, the finishes (but not any other part) of ceilings and floors, the frames and glass of windows whether openable or non-openable appertaining to a 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 below the concrete slab and the lamp(s) and other fixtures (including but not limited to any suspended ceiling) (if any) at the utility platform;

"Works and Installations"

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

SECTION C

RIGHTS OF OWNERS

Rights attaching to 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) All the easements, rights and privileges reserved to MTR 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 Owner of the Railway Station and shall not in any way adversely affect or prejudice the easements, rights and privileges reserved to the Owner of the Railway Station in this Deed, the Sub-Deed of Mutual Covenant, the Deed Poll, the Government Grant and the Railway Station Assignment.

Sub-Deeds of Mutual Covenant and Deed Polls

2. MTR shall have the right in respect of any part of the Estate 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 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 Railway Station or the Common Areas.

Right to make additions etc.

3. Subject to and without prejudice to the rights privilege, exceptions and reservations in favour of MTR under Part II of the Second Schedule to this Deed and the rights of the Owner of the Railway Station under Clause 2 of Part I of the Second Schedule to this Deed and Part II of the Second Schedule to the Railway Station Assignment and subject to Clause 1 of the Third Schedule hereto, each Owner of a Unit (other than an Owner of a Car Parking Space) shall have the right subject to this Deed or any Sub-Deed of Mutual Covenant, 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 which will interfere with or affect 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.

Right of Owners to sell or lease

4. Subject to the provisions of the Government Grant and any Sub-Deed of Mutual Covenant and Clause 9 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 MTR

6. MTR shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant and in this Deed and any Sub-Deed of Mutual Covenant have the full and exclusive right and privilege to hold, use, occupy and enjoy the whole of the Land and the Development Together with the appurtenances thereto and the entire rents and profits thereof save and except the Railway Station and 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, this Deed and the Railway Station Assignment have the full and exclusive right and privilege to hold, use, occupy and enjoy the Railway Station together with the appurtenances thereto and the entire rents and profits thereof.

Rights of Purchaser

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

Disposal Restrictions

9. (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 Provided that this provision shall not restrict (i) the leasing of any Unit for a term of less than ten (10) years or (ii) the licensing of any Unit or (iii) the sub-division or partition of the Commercial Accommodation or any Unit in the Commercial Accommodation subject to the Owner thereof allocating Shares and (if applicable) Management Units to the resultant Units on the basis of the Gross Floor Areas (as that term is defined in Regulation 23(3)(a) of the Building (Planning) Regulations) of the resultant Units and subject also to the Owner thereof designating the lay-by

and the loading and unloading space as common areas and facilities of the Commercial Accommodation.

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

(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 Residential 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 (II) to an Owner of a Residential Unit; or
- (ii) underlet except to residents of the Residential Units;

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

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

(f) Notwithstanding sub-clause (d) above, the Residential 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 MTR.

SECTION D

ABATEMENT OF RIGHTS

**Damage
necessitating
rebuilding**

1. In the event of the Estate or any material part of it being damaged so as to render the same substantially unfit for use or habitation or occupation thereby necessitating the rebuilding and reinstatement thereof, the provisions of this Section shall apply.

Reinstatement

2. (a) Each Owner of the Estate or the part damaged (as the case may be) shall pay, in proportion to the Shares held by him, a proportion of the excess of the cost of rebuilding and reinstatement of the whole or that part of the Estate so damaged, over and above any insurance monies received in respect of any policy of insurance and until paid such sums will become a charge upon his Share and be recoverable as a debt. The provisions of Clause 6 of Section J of this Deed shall apply to any proceeding in respect thereof.

(b) The Manager *or* the Owners of not less than 75% of the Shares allocated to such damaged part of the Estate (excluding the Shares allocated to the Common Areas) may convene a meeting of the Owners of the Estate or the part affected as the case may be (the rules and conduct of which shall be governed by the provisions of Section F of this Deed so far as applicable) provided that the quorum for such a meeting shall be Owners present in person holding not less than 75% of the Shares of the relevant part of the Estate (excluding the Shares allocated to the Common Areas).

(c) Such meeting may resolve by a 75% majority of such Owners present in person or by proxy and voting (excluding the Owner of the Shares allocated to the Common Areas) whether or not to rebuild or reinstate the damaged part of the Estate or that by reason of the impediment to rebuilding or reinstatement each such Owner shall be obliged to assign his Share together with all rights and appurtenances thereto to the Manager upon trust forthwith to dispose of the same in accordance with Clause 3 of this Section and to distribute the net proceeds of sale amongst such Owners in proportion to the Shares previously held by them. All insurance monies received in respect of any policy of insurance on the whole or that part of the Estate so damaged shall likewise be distributed amongst such Owners. For the avoidance of doubt, net sale proceeds and insurance monies shall be distributed amongst Owners of Units of the part of the Estate affected and no distribution shall be made in respect of Shares allocated to any Common Areas of the part of the Estate affected.

**Sale of Shares by
Auction**

3. In the event of a resolution being passed in accordance with Clause 2(c) of this Section the resolution shall be binding upon all the Owners of the part of the Estate affected and the Manager shall forthwith dispose by public auction or tender of the Shares of the Owners affected.

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 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; and
 - (b) this Deed.
- 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 the Railway Station, 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 (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 Railway Station 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. 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.

Repairs

7. Each Owner, at his own expense, shall keep :
- (a) each Unit (other than a Car Parking Space) of which he is for the time being the Owner and any other part of the Estate the exclusive use, occupation and enjoyment of which has been assigned to him, and the interior, doors and windows thereof, and all the fixtures and fittings, plumbing, electrical and other installations therein or serving that Unit exclusively;
 - (b) any Balcony, Utility Platform, roof terrace, roof or flat roof 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 and shall preserve and maintain the same in a manner consistent with the preservation of the Land and the Development as a high quality residential/commercial development.

**Obligations of
Owner of the Railway
Station**

8. (a) The Owner of the Railway Station shall be responsible for the maintenance and management of the Railway Station but not any other part of the Development save for the contribution towards the costs and expenses for the maintenance and management of the Access Way in accordance with Clause 5(b)(II) of Section J of this Deed. Save as aforesaid, the Owner of the Railway Station shall not be liable to contribute towards the Management Charges calculated in accordance with Section J of the Deed except as expressly provided in this Deed.

(b) For the avoidance of doubt, the Owners of the Estate shall, notwithstanding anything to the contrary contained in this Deed, neither be responsible for nor be required to share or contribute towards the costs and expenses for the maintenance and management of the water-proofing membrane or system on the roof level of the Railway Station.

Works by Owners

9. (a) All Owners (except the Owner of the Railway Station) shall apply for the Manager's consent in relation to all matters which require such consent under the terms of this Deed or any Sub-Deed of Mutual Covenant 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.

(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 and any Regulations made thereunder (save for works to the Railway Station which are exempted from the requirements of the Buildings Ordinance and the Regulations 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 Owner of the Railway Station) 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 Owner of the Railway Station), 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 Railway Station may carry out any work relating to the safety or operation of the Ma On Shan Line 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 Railway Station 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 Provided Further That the Owner of the Railway Station shall at its own expense make good any damage caused to the Estate as a result of carrying out such works.

(d) Save for the aforesaid, an Owner 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 Funds.

Station Protection

10. (a) No Owner shall carry out any building works, foundation works or any other works on or within the Land or any part thereof which shall damage, interfere with, obstruct or endanger the safety or the operation of the Railway Station, the Ma On Shan Line or the Railway Structures and Installations in or passing through or in the vicinity of the Land or any part thereof. The Owners shall at their own expense take such measures and precautions as may be required by the Director as to ensure the safety of the Railway Structures and Installations and the operation of the Ma On Shan Line and the Railway Station.

(b) Throughout the whole of the Term the Owners shall comply with and observe to the satisfaction of the Director of Buildings all the requirements imposed by the Director of Buildings to protect the Railway Structures and Installations.

(c) The Owners shall satisfy themselves as to the extent of the Ma On Shan Line and the Railway Station constructed on or in the vicinity of the Land and shall not make any claim against MTR, the Government and the Owner of the Railway Station, its 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 or maintenance of the Ma On Shan Line and/or the

Railway Station.

(d) Prior to the commencement of any works whatsoever on the Land, the Owners shall consult with the Owner of the Railway Station so as to ensure that any such works do not damage, interfere with, obstruct or endanger any Railway Structures and Installations or the safe operation of the Railway Station or the Ma On Shan Line (as to which the decision of the Owner of the Railway Station shall be conclusive) and if required by the Owner of the Railway Station the Owners shall, at their expense, take such precautions to ensure the safety of any Railway Structures and Installations and the operation of the Railway Station or Ma On Shan Line.

(e) The Owners shall observe and comply with all Ordinances, By-laws and Regulations for the time being in force and relating to the Ma On Shan Line.

(f) Without prejudice to the generality of the provisions under Clause 2(b) of Part I of the Second Schedule, the Owners shall grant to the Owner of the Railway Station the right to (i) the free and uninterrupted passage and running of utilities, services, systems and facilities on in or under the Estate and (ii) the right to erect affix construct or place any directional signages on the Common Areas of the Estate provided that in exercising such right by the Owner of the Railway Station, the right of the Owners to the use and enjoyment of any part of the Common Areas and the Common Services and Facilities shall not be unreasonably interfered with and provided further that no nuisance or hazard to any Owners or person lawfully in the Estate is caused by such erection of directional signages.

(g) The Owners shall, subject to the provisions of prior reasonable notice (save for emergency) by the Owner of the Railway Station to the Manager and/or the Owner of the relevant part of the Estate (as the case may be), allow the Owner of the Railway Station and its duly authorised officers, employees, servants and contractors the right of ingress, egress and regress to from and through the Estate with or without tools or equipment for the purpose of inspection, maintenance, construction and re-construction of the utilities, services, systems and facilities as mentioned in sub-clause (f) above.

(h) The Owner of the Railway Station shall at its own expense make good any damage which may be done to the Estate in the exercise of its rights under Clauses 10(f) and (g) of this Section E.

**Owner to make good
loss or damage**

11. 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

12. 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**

13. (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 MTR irrevocably as his attorney.

(b) Pursuant to sub-clause (c) of Part II of Second Schedule to the Railway Station Assignment, the Owners of the Estate jointly and severally and irrevocably appoint the Owner of the Railway Station as their attorney and grant unto the Owner of the Railway Station 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 Railway Station mentioned in sub-clause (b) of Part II of the Second Schedule to the Railway Station 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**

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

"1. The Purchaser covenants with MTR Corporation Limited (which expression shall include its successors and assigns (other than the Purchaser) and attorneys) ("MTR") for the purpose of enabling MTR 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 Deed of Mutual Covenant and Management Agreement dated the 29th day of April 2013 relating to Sha Tin Town Lot No.519 (the "Deed of Mutual Covenant and Management Agreement") and to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and

are hereinafter included in the expression the "Covenanting Purchaser") and shall enure for the benefit of Sha Tin Town Lot No.519 ("the Lot") and the development constructed or to be constructed thereon (save and except the Property) and be enforceable by MTR that :-

- (a) the Covenanting Purchaser grants confirms and acknowledges the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted and conferred on MTR under [Clause 3] of Part II of the Second Schedule to the Deed of Mutual Covenant and Management Agreement and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by MTR;
- (b) the Covenanting Purchaser shall, if required by MTR, do everything necessary, including giving express consents in writing to the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by MTR, to facilitate the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by MTR;
- (c) the Covenanting Purchaser hereby expressly and irrevocably appoints MTR 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 MTR from time to time appoint) and grants unto MTR 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 MTR under [Clause 3] of Part II of the Second Schedule to the 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 MTR 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 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.

2. The Purchaser covenants with Kowloon-Canton Railway Corporation as owner of the Railway Station ("the Owner of the Railway Station" which expression shall include its successors and assigns and attorneys) for the purpose of enabling the Owner of the Railway Station to exercise all or any of the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted under Part II of the Second Schedule to an Assignment registered in the Land Registry by Memorial No.10010400490013 as supplemented, varied and modified by a Confirmatory Assignment registered in the Land Registry by Memorial No.12053001820026 (such supplemented, varied and modified Assignment is hereinafter referred to as the "Railway Station Assignment") 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 "Covenantee Purchaser") and shall enure for the benefit of the Railway Station (as defined in the Deed of Mutual Covenant and Management Agreement) and be enforceable by the Owner of the Railway Station that :-

- (a) the Covenantee Purchaser grants confirms and acknowledges the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted and conferred on the Owner of the Railway Station under Part II of the Second Schedule to the Railway Station Assignment and the Covenantee 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 Railway Station;

- (b) the Covenantee Purchaser shall, if required by the Owner of the Railway Station, 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 Railway Station, to facilitate the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the Owner of the Railway Station;
- (c) the Covenantee Purchaser hereby expressly and irrevocably appoints the Owner of the Railway Station 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 Railway Station from time to time appoint) and grants unto the Owner of the Railway Station the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of such Covenantee Purchaser 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 Railway Station under Part II of the Second Schedule to the Railway Station 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 Railway Station 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 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
Slopes and
Retaining Walls**

15. The Owners shall at their own expense, maintain, repair and carry out such works as are necessary in relation to any slopes, slope treatment works, retaining walls, supports, foundations, drainage works or other structures within or outside the Land as more particularly identified on the Slope Plan if any annexed to this Deed (collectively "slope structures") 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 maintenance manual for the slope structures ("slope maintenance manual") prepared in accordance with Geoguide 5.

**Maintenance of ground
anchors**

16. The Owners of the Estate (acting by the Manager) and the Owner of the Railway Station shall, at their own expense, be responsible respectively for carrying out regular maintenance and regular monitoring of any prestressed ground anchors (if any) that are installed within the Estate and/or the Railway Station (as the case may be) 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 (48) of the Government Grant.

**Maintenance of Green
Area and Green Hatched
Black Area and
provision of access
thereto**

17. (a) The Owners shall at their own expense maintain the Green Area and Green Hatched Black Area and the Structures to the satisfaction of the Director in accordance with Special Condition (4)(a)(iii) of the Government Grant until such time as possession of the Green Area and Green Hatched Black Area has been delivered in accordance with Special Condition (5) of the Government Grant.

(b) The Owners shall at all reasonable times while the Owners are in possession of the Green Area and Green Hatched Black Area allow free access over and along the Green Area and Green Hatched Black Area for all Government and public vehicular and pedestrian traffic in accordance with Special Condition (5) of the Government Grant and provide access to (i) the Director, his officers, contractors and any other persons authorized by him, (ii) the Government and the relevant public utility companies authorized by the Government, and (iii) the officers of the Water Authority and any other persons authorized by them to enter the Green Area and Green Hatched

Black Area for inspection and carrying out works in accordance with Special Conditions 7(a)(i), (ii) and (iii) respectively of the Government Grant.

**Government's access to
Pink Hatched Black
Area and Pink Cross
Hatched Black Area**

18. The Owners shall provide and permit, in accordance with Special Condition (8)(d) of the Government Grant unrestricted access to the Director and his officers, agents, contractors and workmen to egress, ingress and regress to and from the Pink Hatched Black Area and Pink Cross Hatched Black Area with or without tools, equipment, machinery or motor vehicles for the purpose of maintaining, inspecting, repairing, laying and renewing any drains, sewers and all other services across, through, within and under the Pink Hatched Black Area and Pink Cross Hatched Black Area throughout the Term of the Government Grant.

**MTR's liability for
Management Charges**

19. (a) MTR 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, provided however that MTR shall not be obliged to make payments and contributions in respect of Units and Shares allocated to a separate building or phase of the Estate, the construction of which has not been completed, except to the extent that the building or phase benefits from provisions in this Deed as to management and maintenance (such as to the costs of managing and maintaining slopes or as to security provided by the management of the completed parts) of the Estate.

(b) 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 MTR. An Owner must not be required to make any payment or reimburse MTR for these outgoings.

**No conversion of
Common Areas**

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

(b) Subject to MTR's reserved rights under Clause 3 of Part II of the Second Schedule to this Deed, no Owner (except MTR and its successors and assigns in its capacity as the Owner of the whole of the Commercial Accommodation shall have the right to designate part or parts of the Commercial Accommodation to be Common Areas for the Commercial Accommodation in any Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to this Deed) 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**

21. (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 and such other Ordinances, bye-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 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 beneath 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.

**Obligations of Owners of
flat roofs/roof**

22. The Owner of any Unit with flat roof/roof:

(a) shall not erect, affix or place or cause or permit or suffer to be erected, affixed or placed any structure whatsoever (including, without limitation, shelters/covers/canopies) whether of a permanent or temporary nature on the flat roof/roof of his Unit or any part thereof;

(b) shall not erect, affix or place or cause or permit or suffer to be erected, affixed or placed any partition of any material whatsoever on the flat roof/roof of his Unit and whether or not such partition serves or is intended to serve as a division between the flat roof/roof of his Unit and the flat roof/roof of another other Unit adjoining thereto; and

(c) shall at all times provide free and uninterrupted access for the Manager to the flat roof/roof of his Unit for the purpose of exercising and carrying out of the Manager's rights, powers and duties under the provisions of this Deed.

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.

Annual Meeting

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 call further and subsequent meetings if required), which meeting must appoint a Chairman and the members of the 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 Owners Committee;

(b) the Manager; or

(c) an Owner appointed to convene such a meeting by the Owners of the Estate of not less than 5% of the Shares attributable 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. 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 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.

Provided that if the matter or matters to be discussed or resolved may in the reasonable opinion of MTR affect or have an impact on the Railway Station and/or be ancillary or pertaining thereto, notice of meeting shall also be served on Owner of the Railway Station as aforesaid and Owner of the Railway Station shall be entitled to attend the meeting.

Quorum

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

(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.

Chairman

6. A meeting of the Owners of the Estate shall be presided over by the Chairman of the Owners Committee or, if the meeting is convened under Clause 3(b) or 3(c) of this Section, the person convening the meeting.

Minutes

7. The Chairman 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 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 (2) by a person appointed by the co-Owners from amongst themselves, or (3) 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 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. 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 the Owner of the Railway Station may affect or have an impact on the Railway Station and/or be ancillary or pertaining thereto, shall be subject to the agreement of the Owner of the Railway Station.

(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.

Meetings of the Owners or the Owners Corporation

12. At any meeting of the Owners Corporation, the Owner of the Railway Station shall only vote on matters or issues which in the reasonable opinion of the Owner of the Railway Station may affect or have an impact on the Railway Station and/or be ancillary or pertaining thereto.

Convening of meeting of Owners of the Estate for matters relating to Railway Station

13. Notwithstanding anything to the contrary contained herein, a meeting of Owners of the Estate may be convened by the Manager at the request of the Owner of the Railway Station or whenever requested by the Manager for matters or issues arising out of or in relation to the Railway Station 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 the same day in the next week at the same time and venue, and at such postponed meeting, the Owner(s) present shall form the quorum for such meeting notwithstanding the provisions of Schedule 8 to the Building Management Ordinance;

(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 under this Clause; and

(c) no resolution passed at a meeting duly convened under this Clause shall affect the use, operation or maintenance of Ma On Shan Line and/or the Railway Station or any part thereof.

SECTION G

OWNERS COMMITTEE

Function and power of the Committee

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

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

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

(c) For the avoidance of doubt, issues and matters which may in the reasonable opinion of Owner of the Railway Station affect or have an impact on the Railway Station and/or be ancillary or pertaining thereto and which require involvement of the Owners shall be discussed in the Owners Committee meeting or meeting of the Owners of the Estate, and the representative of the Railway Station shall only be obliged to attend the meetings of the Owners Committee on issues affecting or having an impact on the Railway Station or matters ancillary thereto Provided that a reasonable prior notice of the meeting shall be served on the Owner of the Railway Station in accordance with Clause 11 of this Section and any resolution on such matters or issues shall be subject to the agreement of the Owner of the Railway Station.

(d) No resolution of the Owners Committee shall be in conflict with the provisions of this Deed or of any judgment or order of the Hong Kong courts or shall adversely affect the use, operation or maintenance of the

Railway Station 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 the members of the Owners Committee.

(b) The Owners Committee shall consist of not more than seven (7) members.

(c) The members of the Owners Committee shall be made up of :-

- (i) one (1) member from each Tower as representative(s) of the Residential Development;
- (ii) one (1) member as representative of the Commercial Accommodation;
- (iii) one (1) member as representative of the Car Park;
- (iv) one (1) member as representative of the Railway Station.

Quorum

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

(b) Provided a quorum exists, the Owners Committee shall be entitled to act and continue to act notwithstanding that the number of its members falls below the maximum allowed or that for any reason less than the maximum allowed number of members are elected in the manner herein provided.

Eligibility for appointment

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

- (a) any Owner (including any one of two or more co-Owners);
- (b) the duly authorised representative provided that such authorization shall be in writing addressed to the Owners Committee and may be revoked at any time on notice in writing given to the Owners Committee, in his place, of any Owner, being:
 - (i) the representative of such Owner which is a corporate body;
 - (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; or

- (iii) the occupying tenant of such Owner's Unit.

PROVIDED THAT only Owners of the relevant part of the Estate or their representatives shall be eligible for election as representatives of the relevant part of the Estate to the Owners Committee PROVIDED FURTHER THAT a person is not eligible to be appointed as a member of the Owners Committee if he (a) is an undischarged bankrupt at the time of the appointment or has, within the previous 5 years, either obtained a discharge in bankruptcy or entered into a voluntary agreement within the meaning of the Bankruptcy Ordinance (Cap.6) 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 member of the Owners Committee representing the Railway Station shall be appointed by the Owner of the Railway Station who may remove and replace their representative as they see fit provided that notice of any removal or replacement shall be given to the Owners Committee. The other first members of the Owners Committee shall be elected at a meeting of the Owners of the Estate convened by the Manager as soon as practicable within nine (9) months from the date of this Deed.

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

(c) For so long as the Commercial Accommodation remains in the single ownership of one Owner that Owner shall appoint the same number of representatives as provided under Clause 2(c) of this Section G to the Owners Committee and may remove and replace those representatives as it sees fit provided that written notice of any such removal or replacement shall be given to the Owners Committee.

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

Officers

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

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

(b) All casual vacancies in the officers shall be filled by

election or appointment by the members of the Owners Committee from among them as they may from time to time determine.

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

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

Tenure of office

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

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

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

- (i) he resigns by notice in writing to the Owners Committee;
- (ii) he ceases to be eligible;
- (iii) his authority is revoked by the Owner(s) he represents;
- (iv) he, or the Owner(s) he represents, becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty;
- (v) he becomes incapacitated by physical or mental illness;
- (vi) he, or the Owner(s) he represents, has defaulted in paying his contribution towards the Management Charges;
- (vii) he, or the Owner(s) he represents, fails to observe and perform the provisions of this Deed.

(d) Any one or more members of the Owners Committee may be removed from office by a resolution of the Owners of Units in the relevant part of the Development which he represents at an Extraordinary Meeting

convened for the purpose in the same manner as is provided for a meeting of the Owners in Section F of this Deed and at any such Meeting, new members of the Owners Committee may be appointed in the place of those removed from office.

Votes of members

8. In respect of a vote at the Owners Committee meeting, members of the Owners Committee shall be entitled to one 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 Owners Committee shall have full power to determine where, when and how often it shall meet and to make rules and bye-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations provided that no such regulation or bye-law shall be contrary to or inconsistent with the provisions of this Deed.

Manager to be invited

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

Power to call meeting

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

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

SECTION H

APPOINTMENT AND REMUNERATION OF THE MANAGER

Appointment of the Manager

1. (a) MTR Corporation Limited shall be appointed and hereby accepts appointment as the Manager of the Development 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, including but not limited to the provisions contained in Schedule 7 and Schedule 8 to 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 Railway Station shall be managed and controlled by the Owner of the Railway Station in his sole discretion and the Manager shall have no right to interfere with the management or control of the Railway Station or any part thereof in any manner.

(b) MTR Corporation Limited 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 or the appointment of such other person, firm or company as herein provided is terminated, the Owners, acting through the Owners Committee in accordance with the provisions in that behalf contained in Section G of this Deed, may appoint such other person, firm or company as they may decide to be the Manager.

Termination of appointment

2. (a) The Manager may terminate its appointment at any time by giving not less than three months' notice in writing expiring at the end of the initial period or at any time thereafter to the Owners Committee or where there is no Owners Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Estate. Where there is no Owners Committee, the notice referred to in this sub-clause may

be given:

- (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 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 Development of not less than 50% of the Shares (excluding the Shares allocated to the Railway Station and the Common Areas) in aggregate 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 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.

**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 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 Owners Committee or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and

(ii) deliver to the Owners Committee 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). The percentage of total annual expenditure against which the Manager's Remuneration is calculated may be reviewed by a majority resolution passed 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 Funds provided that subject to 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), any capital expenditure or expenditure drawn out of the relevant Special Funds (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 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 rights, duties, powers and obligations relating to the control, management and the administration of the Estate conferred by this Deed shall vest in the Owners Corporation and 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 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 and subject 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 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 and property owners' 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 and flat roofs thereof (other than any flat roof or roof assigned to an Owner), and to replace any glass that may be broken in any doors or 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 (including but not limited to the Open Space as required to maintain under Special Condition (17)(b) of the Government Grant).
- (x) To arrange for the cleaning and lighting of the Common Areas.
- (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 structures which are required to be maintained by the Owners of the Land 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 and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the slope 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 of the Land 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 landscape, 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 landscape, 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 by MTR as the original grantee of the Land only excluding its assigns under the Government Grant) including, but not limited to, the Green Area and Green Hatched Black Area.
- (xv) To provide such security guards, watchmen and caretakers and to provide and maintain such security systems, equipment and apparatus as the Manager deems necessary and generally so far as

may be possible at all times to maintain security on and in the Estate.

- (xvi) upon completion of the Residential Development, the Manager may in its discretion form a Club and the Manager shall have the power in consultation with the Owners Committee to make revoke or amend the Club Rules from time to time.
- (xvii) To manage, control and supervise the use and operation of the Private Recreational Facilities, to insure against liability to persons using the same and to make, vary and enforce regulations regarding the persons using the same, the hours of use, fees for use and all other matters relating thereto provided that all fees and income which form part of the management fund shall be applied by the Manager towards the management repair, maintenance and improvement of the respective facilities.
- (xviii) To manage and control the taxi lay-by, general lay-by, visitor parking and loading and unloading areas and spaces forming part of the Common Areas for the benefit and use of the public, the Owners and their bona fide guests and visitors (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.
- (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 prevent any decaying, noisome, noxious, excrementious or other refuse matter from being deposited on or in the Estate or any part thereof

(other than at the refuse collection points 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) 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 operation of the Railway Station, the Ma On Shan Line or any Railway Structures and Installations in or passing through or in the vicinity of the Land or any part thereof.
- (xxiv) To take such measures and precautions as may be required by the Director as to ensure the safety of the Railway Structures and Installations and the operation of the Ma On Shan Line and the Railway Station.
- (xxv) Throughout the whole of the Term to comply with and observe to the satisfaction of the Director of Buildings all the requirements imposed by the Director of Buildings to protect the Railway Structures and Installations.
- (xxvi) To use its best 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 forthwith to convene a meeting of the Owners of the Estate affected by the breach in accordance with the provisions of Section F of this Deed.
- (xxvii) To liaise with the relevant Government bodies or authorities on matters concerning the Estate so that the interests of the Owners and occupiers thereof are not unduly jeopardized by any public works and to make known their needs.
- (xxviii) To appoint solicitors with authority to accept service of proceedings on behalf of all the Owners of the part or parts of the Estate affected.
- (xxix) To do all things which the Manager shall in its absolute discretion deem necessary or desirable for the purposes of maintaining and, subject to

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

(xxx) To give or refuse its consent or approval to anything which requires its consent or approval pursuant to this Deed 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.

(xxxi) 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, entry upon a Unit 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 make good all damages caused by such entry and 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.

(xxxii) To provide appropriate and sufficient waste separation and recovery facilities including but not limited to waste separation bins at such locations within the Common Areas as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Estate. The Manager shall ensure that the recovery facilities

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

(xxxiii) To make Building Rules to require the Owners (save and except the Owner of the Railway Station) and occupiers of the Estate to protect the environment of the Development 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.

(xxxiv) Subject to the rights of MTR contained in this Deed and any Sub-Deed of Mutual Covenant and the prior approval of the Owners Committee, 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 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 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.

(xxxv) To amend, vary, alter, add to, modify or substitute any part of the Common Areas and Common Services and Facilities Provided Always that the proper use and enjoyment of the Units by the Owners shall not be affected and no such amendment, variation, alteration, addition, modification or substitution shall give to the Owners any right of action against the Manager Provided That the Common Areas and Common Services and Facilities shall not be reduced and Provided Further That the exercise of the right under this sub-clause shall be subject to the approval of the Owners Committee (if any) if there is any conversion of any of the Common Areas to an Owner's own use for its own benefit and also subject to 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) if there is any conversion or designation of any of an Owner's own areas in the Land as Common Areas.

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 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.

Contracts entered into by Manager

5. (a) Subject to the provisions in Schedule 7 of Building Management Ordinance and subject also to sub-clauses (b) and (c) of this

Clause, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000.00 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 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**

- (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 Railway Structures and Installations, the Ma On Shan Line or the Railway Station or the health or safety of the Owners or occupiers of the Estate or any part thereof or the safety of any part of the Estate and to do anything which in its absolute discretion the Manager may consider necessary to comply with any law or government directive;

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

- (c) refrain from taking any step or further step required by the Owners Committee 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 Owners Committee or any Owner or any person whomsoever whether claiming through, under or in trust for the Owners Committee or any Owner or otherwise except in the event of any act or omission involving criminal liability, dishonesty or negligence by or on the part of the Manager or its employees, agents or contractors:

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

**Owners to
indemnify the
Manager**

8. The Owners 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 and property owners liability and employers' 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;
- (e) costs incurred by the MTR and charged back to the Manager as a result of MTR undertaking any repairs or works to the Estate which it deems necessary pursuant to the provisions of Clause 3(a)(ii) 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 Facilities;
- (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 structures 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 and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the slope structures and which are required to be maintained by the Owners of the Land 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 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 by MTR as the original grantee of the Land only excluding its assigns under the Government Grant) including, but not limited to, the Green Area and Green Hatched Black Area;
- (y) the costs incurred by the Owner of the Railway Station and charged back to the Manager as a result of the Owner of the Railway Station carrying out any maintenance and repair works pursuant to Clause I(c) of Part I of the Second Schedule to this Deed;
- (z) all fees costs and expenses incurred by the Manager for the maintenance and regular monitoring of the prestressed ground anchors forming part of the Estate and the provision of such reports and information in respect of them as required by the Director pursuant to Special Condition (48) of the Government Grant;
- (aa) any other costs, charges, and expenses properly incurred by the Manager in the performance of any duty or in the

exercise of any power hereunder;

but such costs, charges and expenses shall exclude costs, charges and expenses of a capital nature 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 Funds hereinafter mentioned;

Provided that the Owner of the Railway Station shall not be required to contribute to any costs charges or expenses incurred by the Manager in the maintenance and management of the Estate (save as expressly provided by this Deed and in particular Clause 8 of Section E of this Deed or the Government Grant) and the Owner of the Railway Station shall not be required to contribute to any of the Special Funds or deposits respectively referred to in Clauses 2 and 9 of this Section or any insurance premiums or debris removal fees.

Special Funds

2. (a) For the purpose of paragraph 4 of the Schedule 7 to the Building Management Ordinance, there shall be established and maintained by the Manager :

- (i) an Estate 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 Development 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 and the proportional contribution towards the cost of major works of a capital nature or of a kind not expected to be incurred annually in respect of the Residential/Residential Car Park Common Areas and the Residential/Residential Car Park Common Services and Facilities, which include, but are not limited to, expenses for the renovation, improvement and repair of the Residential

Common Areas, the Residential Common Services and Facilities, the Residential/Residential Car Park Common Areas and the Residential/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 Common Areas, the Residential Common Services and Facilities, the Residential/Residential Car Park Common Areas and the Residential/Residential Car Park Common Services and Facilities and the costs of the relevant investigation works and professional services;

- (iii) a Residential Car Park 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 and the proportional contribution towards the cost of major works of a capital nature or of a kind not expected to be incurred annually in respect of the Residential/Residential Car Park Common Areas and the Residential/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, the Residential Car Park Common Services and Facilities, the Residential/Residential Car Park Common Areas and the Residential/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, the Residential Car Park Common Services and Facilities, the Residential/Residential Car Park Common Areas and the Residential/Residential Car Park Common Services and Facilities and the costs of the relevant investigation works and professional services;
- (iv) a Commercial Accommodation 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 Commercial Common Areas and the Commercial Common

Services and Facilities as designated under the relevant Sub-Deed of Mutual Covenant which includes, but is not limited to, expenses for the renovation, improvement and repair of the Commercial Common Areas and Commercial Common Services and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machines for the Commercial Common Areas and the Commercial Common Services and Facilities and the costs of the relevant investigation works and professional services.

(b) Except where MTR 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 MTR pay to the Manager an initial contribution to the Estate Special Fund and the other relevant Special Fund(s) 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 Funds 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 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 Funds is neither refundable to any Owner by the Manager nor transferable to any new Owner.

(c) The said Special Funds shall be deposited in interest bearing accounts the titles of which shall refer to the relevant Special Fund opened and maintained by the Manager with a licensed bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) 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 Special Funds 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 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 Special Funds.

(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 of the Special Funds shall, subject to Clause 2(a)(iv) of this Section, 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 Development falling within the scope of that Special Fund. The Manager shall without delay pay all money received by him in respect of the Special Funds 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 Funds unless it is for a purpose approved by the Owners Committee. The Manager shall not use the Special Funds for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Estate.

Financial Year

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

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

Determination of Management Charges

4. (a) Subject to sub-clauses (c), (e), (f) and (h) of this Clause, the total amount of Management Charges payable by the Owners (save and except the Owner of the Railway Station) 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, the Manager shall, in the preceding financial year in consultation with the 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

Owners Committee or, where there is no Owners Committee, display a copy of the draft budgets in a prominent place in the Estate, and cause it to remain so displayed for at least 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 Owners Committee or, where there is no Owners Committee, display copies of the budgets in a prominent place in the Estate, and cause them to remain so displayed for at least 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 (save and except the Owner of the Railway Station) 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, they 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 (save and except the Owner of the Railway Station) 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.

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

(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 Special Fund and the Manager's Remuneration but excluding expenditure attributable to the Residential Development, the Commercial Accommodation or the Residential 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 Development Special Fund and the Manager's Remuneration but excluding expenditure attributable to the Estate as a whole or any other part of the Development;
- (iii) a Residential Car Park Management Budget which shall show the estimated expenditure for the management and maintenance of the Residential Car Park Common Areas and the Residential Car Park Common Services and Facilities including the contribution to the Residential Car Park 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) following the execution of any sub-Deed of Mutual Covenant in respect of the Commercial Accommodation a Commercial Accommodation Management Budget which shall show the estimated expenditure for the management and maintenance of the Commercial Common Areas and Commercial Common Services and Facilities including the contribution to the Commercial Accommodation Special Fund and the Manager's Remuneration but excluding expenditure attributable to the Estate as a whole or any other part of the Development;
- (v) a Residential/Residential Car Park Management Budget which shall show the estimated expenditure for the management and maintenance of the Residential/Residential Car Park Common Areas and the Residential/Residential Car Park Common Services and Facilities including the contribution to the Manager's Remuneration but excluding expenditure attributable to the Estate as a whole or any other part of the Development;
- (vi) 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 (save and except the Owner of the Railway Station) 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) The Owners (save and except the Owner of the Railway Station) 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;

- (iii) the Owners of the Residential 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 Residential Car Parking Spaces owned by them bears to the total Management Units allocated to all Residential Car Parking Spaces;
- (iv) the Owners of the Commercial Accommodation shall contribute to the expenses of the Commercial Accommodation Management Budget (if and when established) in the proportion that the Management Units attributable to the part or parts of the Commercial Accommodation owned by them bears to the total Management Units from time to time allocated to the Commercial Accommodation;
- (v) the Owners of the Residential Car Parking Spaces shall also contribute to the expenses of the Residential/Residential Car Park Management Budget in the proportion that the Management Units attributable to such Residential Car Parking Spaces owned by them bears to the total Management Units allocated to the Residential Development and all Residential Car Parking Spaces;
- (vi) the Owners of the Residential Units shall also contribute to the expenses of the Residential/Residential Car Park 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 all Car Parking Spaces designated for the Owners and residents of the Residential Units and their bona fide guests, visitors or invitees;

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.

(II) Notwithstanding anything contained in this Deed to the contrary and without prejudice to the foregoing, the Owner of the Railway Station 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 Access Way and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Access Way in the following manner:

- (i) the Owner of the Railway Station 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 Access Way and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Access Way in the respective proportion that the gross floor area of the Railway Station and the gross floor area of the Estate (excluding the gross floor area of the Access Way) bears to the total gross floor area of the Development (excluding the gross floor area of the Access Way). As such, 7% of such costs, expenses and expenditure of the Access Way shall therefore be borne by the Owner of the Railway Station and the remaining 93% of the said costs, expenses and expenditure shall be borne by the Owners of the Estate.
- (ii) For the purpose of fixing the contribution by the Owner of the Railway Station and the Owners of the Estate respectively towards the costs and expenses for the maintenance and management of the Access Way and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Access Way, 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 Access Way and such expenditure for major works of a capital

nature or of a kind not expected to be incurred annually in respect of the Access Way (if any) and a copy of such sub-budget shall be sent to the Owner of the Railway Station for his information. For the avoidance of doubt, the annual costs and expenses for the maintenance and management of the Access Way determined under Clause 4 of Section J of this Deed and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Access Way determined in accordance with this Deed shall be final and binding on the Owner of the Railway Station.

(c) The Manager shall on or before the first day of each calendar month render to each of the Owners 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 (save and except the Owner of the Railway Station) 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 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 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 by an Owner 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)(xxxi) 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 relevant accounts for the Special Funds maintained in accordance with Clause 2(c) or 2(d) of this Section J. 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 purposes specified in that Clause;
- (ii) any interest or collection charges referred to in Clause 6 of this Section;
- (iii) any damages for the breach, non-observance or non-performance of the terms and conditions of this Deed recovered by the Manager in any legal proceedings brought by it in exercise of its power in that behalf contained in Clause 1(b)(xxxi) of Section I of this Deed;
- (iv) any sum or charges or expenses received from

Owners in respect of the issue of any licence or consent by the Manager as required by the provisions of this Deed; and

- (v) any interest or payments referred to in Clause 2 of Section K 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 and shall 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 Special Funds 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 funds, and the amount of money that will be then needed.

(e) Subject to Clause 4(g) of this Section J, 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) subject to Clause 4(g) of this Section J, 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 Manager shall, prior to the formation of the Owners Corporation, and if requested following a resolution of the Owners at the meeting of the Owners of the Estate convened under this Deed 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 MTR (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 MTR (save and except the Owner of the Railway Station) 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 deposit in respect of his obligation to contribute to the Special Funds 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 and three months' Management Charges for Owners of Units in the Commercial Accommodation as debris removal fees for debris removal and disposal (if the Manager is requested to remove debris by the Owners of Units in the Commercial Accommodation). 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 relevant Special Fund.

(b) MTR (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 MTR remains the Owner of Units in a part of the Development 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 MTR 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 (save and except the Owner of the Railway Station) shall forthwith upon receipt of the relevant notice given by the Manager to the Owners 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 accounts opened by the Manager with a licensed bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) in Hong Kong the titles of which shall respectively refer to the Management Charge Deposits and Special Funds 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 funds provided for in Clauses 2, 5, 7 and 9 of this Section J and held by the Manager to the intent that all such funds 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 upon the express written request of the outgoing Owner. Upon the rights and obligations hereunder being released as provided in Section D of this Deed the said funds shall be divided between the Owners (save and except the Owner of the Railway Station) at that time in proportion to their respective number of Management Units immediately prior to such release.

(b) All persons prior to acquiring any Unit shall first ascertain from the Manager that there are no outstanding Management Charges due 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 Funds

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 them 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 Owners Committee (if any).

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

(g) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155), 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 MTR as Owner of the Unit. An Owner shall not be required to make any payment or reimburse MTR 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 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 and their tenants, licensees, servants and agents (other than the Owner of the Railway Station).

Deposit for Works

2. The Manager shall be entitled to collect from any Owner or occupant of a Unit prior to commencement of any works in connection with the repair or alteration of that 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. The Manager shall have power from time to time to make, revoke and amend the Building Rules and Fitting Out Rules Provided that if the Owners Committee is in existence the Building Rules and Fitting Out Rules referred to in Clause 1 of this Section shall only be made, revoked or amended with the prior approval of the Owners Committee .

Rules to be posted on notice boards

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

Conflict

5. Such Building Rules and Fitting Out Rules shall be supplementary to the terms and conditions contained in this Deed and 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 the Owner of the Railway Station from observing Fitting Out Rules

7. Notwithstanding anything to the contrary contained in this Deed the Owner of the Railway Station shall not be required to observe the Building Rules and the Fitting Out Rules in relation to the Railway Station.

Building Rules and Fitting Out Rules not to affect Railway Station

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 Railway Station 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 Development or such other address as may be notified by the Manager from time to time.

(c) All notices required to be given to the Owners Committee shall be properly served if sent by prepaid post to or left with the Chairman or Secretary of the 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, MTR 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 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 Schedule thereto.

(b) Within one month of the date of this Deed, MTR 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 Special Fund.

**Slope Maintenance
Manual**

9. Within one month of the date of this Deed, MTR shall deposit a full copy of the slope maintenance manual in relation to the slope structures 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 Special Fund.

**Communication among
Owners**

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

**Maintenance Manual for
the Works and
Installations**

11. (a) MTR 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, MTR 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 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 majority resolutions passed at a meeting of Owners of the Estate convened under this Deed, make, 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 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 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 Special Fund.

**Residential care home
for the elderly**

12. Nothing contained in this Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance Chapter 459 of the Laws of Hong Kong, any regulations made thereunder and any amending legislation or such other ordinances, regulations which may amend or replace the said Residential Care Homes (Elderly Persons) Ordinance ("RCHE") or the use of the Land and the Development or any part thereof or any building or part of any building erected thereon for the purpose of RCHE.

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) Railway Station	11,941
(ii) Residential Development (comprising Towers 1, 2, 3 and 5)*	84,516
(iii) Commercial Accommodation	942
(iv) Car Parking Spaces	
For Commercial Accommodation	
4 Private Car Parking Spaces (13 Shares each)	
1 Disabled Car Parking Spaces (18 Shares each)	70
For Residential Development	
245 Private Car Parking Spaces (13 Shares each)	
4 Disabled Car Parking Spaces (18 Shares each)	
24 Motor Cycle Parking Spaces (2 Shares each)	3,305
(v) Common Areas and Common Services and Facilities (other than Commercial Common Areas and Commercial Common Services and Facilities)	1,226

Total :	<u>102,000</u>

*Shares of each Residential Unit are set out in separate tables

Allocation of Shares to each Residential Unit

Tower 1

<u>Floor</u>	<u>Unit</u>							<u>Total</u>
	A	B	C	D	E	F	G	
46/F				150# Ω	128# Ω			278
45/F	209#* Ω	183* Ω	219#* Ω	70	49	49	73	852
43/F	121	90	128	70	49	49	73	580
42/F	121	90	128	70	49	49	73	580
41/F	121	90	128	70	49	49	73	580
40/F	121	90	128	70	49	49	73	580
39/F	121	90	128	70	48	49	73	579
38/F	121	90	128	70	48	49	73	579
37/F	121	90	128	70	48	49	73	579
36/F	121	90	128	70	48	49	73	579
35/F	121	90	128	70	48	49	73	579
33/F	121	90	128	70	48	49	73	579
32/F	121	90	128	70	48	49	73	579
31/F	121	90	128	70	48	49	73	579
30/F	121	90	128	70	48	49	73	579
29/F	121	90	128	70	48	49	73	579
28/F	121	90	128	70	48	49	73	579
27/F	121	90	128	70	48	49	73	579
26/F	121	90	128	70	48	49	73	579
25/F	121	90	128	70	48	49	73	579
23/F	121	90	128	70	48	49	73	579
22/F	121	90	128	70	48	49	73	579
20/F	121	90	128	70	48	49	73	579
19/F	121	90	128	70	48	49	73	579
18/F	121	90	128	70	48	49	73	579
17/F	121	90	128	70	48	49	73	579
16/F	121	90	128	70	48	49	73	579
15/F	121	90	128	70	48	49	73	579
12/F	121	90	128	70	48	49	73	579
11/F	121	90	128	70	48	49	73	579
10/F	121	90	128	70	48	49	73	579
9/F	121	90	128	70	48	49	73	579
8/F	121	90	128	70	48	49	73	579
7/F	121	90	128	70	48	49	73	579
6/F	121	90	128	70	48	49	73	579
5/F	123#	90#	132#	75#	49#	49#	73	591
Sub-Total	4325	3243	4575	2605	1814	1715	2555	20832

Note:

- 1 # Residential Unit with flat roof(s) pertaining thereto.
- 2 There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F. 21/F is refuge floor.
- 3 There is no designation of Tower 4.
- 4 There are one balcony and one utility platform for each Residential Unit.
- 5 * Duplex Unit with lower duplex on 45/F and upper duplex on 46/F.
- 6 Ω Residential Unit with flat roof on roof floor.

Tower 2

Floor	Unit							Total
	A	B	C	D	E	F	G	
48/F				153# Ω	152# Ω			305
47/F	223#* Ω	184* Ω	209#* Ω	71	49	49	80	865
46/F	133	90	122	71	49	49	80	594
45/F	133	90	122	71	49	49	80	594
43/F	133	90	122	71	49	49	80	594
42/F	133	90	122	71	49	49	80	594
41/F	133	90	122	71	49	49	80	594
40/F	133	90	122	71	49	49	80	594
39/F	133	90	122	71	49	49	80	594
38/F	133	90	122	71	49	49	80	594
37/F	133	90	122	71	49	49	80	594
36/F	133	90	122	71	49	49	80	594
35/F	133	90	122	71	49	49	80	594
33/F	133	90	122	71	49	49	80	594
32/F	133	90	122	71	49	49	80	594
31/F	133	90	122	71	49	49	80	594
30/F	133	90	122	71	49	49	80	594
29/F	133	90	122	71	49	49	80	594
28/F	133	90	122	71	49	49	80	594
27/F	133	90	122	71	49	49	80	594
26/F	133	90	122	71	49	49	80	594
25/F	133	90	122	71	49	49	80	594
23/F	133	90	122	71	49	49	80	594
22/F	133	90	122	71	49	49	80	594
20/F	133	90	122	71	49	49	80	594
19/F	133	90	122	71	49	49	80	594
18/F	133	90	122	71	49	49	80	594
17/F	133	90	122	71	49	49	80	594
16/F	133	90	122	71	49	49	80	594
15/F	133	90	122	71	49	49	80	594
12/F	133	90	122	71	49	49	80	594
11/F	133	90	122	71	49	49	80	594
10/F	133	90	122	71	49	49	80	594
9/F	133	90	122	71	49	49	80	594
8/F	133	90	122	71	49	49	80	594
7/F	133	90	122	71	49	49	80	594
6/F	133	90	122	71	49	49	80	594
5/F	137#	90#	124#	71	49#	49#	84#	604
Sub-Total	5015	3424	4603	2780	1965	1813	2964	22564

Note:

- 1 # Residential Unit with flat roof(s) pertaining thereto.
- 2 There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F, 21/F is refuge floor.
- 3 There is no designation of Tower 4.
- 4 There are one balcony and one utility platform for each Residential Unit.
- 5 * Duplex Unit with lower duplex on 47/F and upper duplex on 48/F.
- 6 Ω Residential Unit with flat roof on roof floor.

Tower 3

Floor	Unit							Total
	A	B	C	D	E	F	G	
48/F				152# Ω	153# Ω			305
47/F	209#* Ω	184* Ω	233#* Ω	80	49	49	71	875
46/F	122	90	136	80	49	49	71	597
45/F	122	90	136	80	49	49	71	597
43/F	122	90	136	80	49	49	71	597
42/F	122	90	136	80	49	49	71	597
41/F	122	90	136	80	49	49	71	597
40/F	122	90	136	80	49	49	71	597
39/F	122	90	136	80	49	49	71	597
38/F	122	90	136	80	49	49	71	597
37/F	122	90	136	80	49	49	71	597
36/F	122	90	136	80	49	49	71	597
35/F	122	90	136	80	49	49	71	597
33/F	122	90	136	80	49	49	71	597
32/F	122	90	136	80	49	49	71	597
31/F	122	90	136	80	49	49	71	597
30/F	122	90	136	80	49	49	71	597
29/F	122	90	136	80	49	49	71	597
28/F	122	90	136	80	49	49	71	597
27/F	122	90	136	80	49	49	71	597
26/F	122	90	136	80	49	49	71	597
25/F	122	90	136	80	49	49	71	597
23/F	122	90	136	80	49	49	71	597
22/F	122	90	136	80	49	49	71	597
20/F	122	90	136	80	49	49	71	597
19/F	122	90	136	80	49	49	71	597
18/F	122	90	136	80	49	49	71	597
17/F	122	90	136	80	49	49	71	597
16/F	122	90	136	80	49	49	71	597
15/F	122	90	136	80	49	49	71	597
12/F	122	90	136	80	49	49	71	597
11/F	122	90	136	80	49	49	71	597
10/F	122	90	136	80	49	49	71	597
9/F	122	90	136	80	49	49	71	597
8/F	122	90	136	80	49	49	71	597
7/F	122	90	136	80	49	49	71	597
6/F	122	90	136	80	49	49	71	597
5/F	124#	90#	138#	84#	49#	49#	71	605
Sub-Total	4603	3424	5131	3116	1966	1813	2627	22680

Note:

- 1 # Residential Unit with flat roof(s) pertaining thereto.
- 2 There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F. 21/F is refuge floor.
- 3 There is no designation of Tower 4.
- 4 There are one balcony and one utility platform for each Residential Unit.
- 5 * Duplex Unit with lower duplex on 47/F and upper duplex on 48/F.
- 6 Ω Residential Unit with flat roof on roof floor.

Tower 5

Floor	Unit						Total
	A	B	C	D	E	F	
46/F				137 Ω	129# Ω		266
45/F	198#* Ω	186* Ω	194#* Ω	71	70	70	789
43/F	112	90	98	71	70	70	511
42/F	112	90	98	71	70	70	511
41/F	112	90	98	71	70	70	511
40/F	112	90	98	71	70	70	511
39/F	112	90	98	71	70	70	511
38/F	112	90	98	71	70	70	511
37/F	112	90	98	71	70	70	511
36/F	112	90	98	71	70	70	511
35/F	112	90	98	71	70	70	511
33/F	112	90	98	71	70	70	511
32/F	112	90	98	71	70	70	511
31/F	112	90	98	71	70	70	511
30/F	112	90	98	71	70	70	511
29/F	112	90	98	71	70	70	511
28/F	112	90	98	71	70	70	511
27/F	112	90	98	71	70	70	511
26/F	112	90	98	71	70	70	511
25/F	112	90	98	71	70	70	511
23/F	112	90	98	71	70	70	511
22/F	112	90	98	71	70	70	511
20/F	112	90	98	71	70	70	511
19/F	112	90	98	71	70	70	511
18/F	112	90	98	71	70	70	511
17/F	112	90	98	71	70	70	511
16/F	112	90	98	71	70	70	511
15/F	112	90	98	71	70	70	511
12/F	112	90	98	71	70	70	511
11/F	112	90	98	71	70	70	511
10/F	112	90	98	71	70	70	511
9/F	112	90	98	71	70	70	511
8/F	112	90	98	71	70	70	511
7/F	112	90	98	71	70	70	511
6/F	112	90	98	71	70	70	511
5/F	116#	90#	100#	71#	71#	74#	522
Sub-Total	4010	3246	3528	2622	2580	2454	18440

Note:

- 1 # Residential Unit with flat roof(s) pertaining thereto.
- 2 There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F. 21/F is refuge floor.
- 3 There is no designation of Tower 4.
- 4 There are one balcony and one utility platform for each Residential Unit.
- 5 * Duplex Unit with lower duplex on 45/F and upper duplex on 46/F.
- 6 Ω Residential Unit with flat roof on roof floor.

THE FIRST SCHEDULE

PART II

Allocation of Management Units

		Number of Management Units
(i)	Residential Development (comprising Towers 1, 2, 3 and 5)*	84,516
(ii)	Commercial Accommodation	942
(iii)	Car Parking Spaces	
	For Commercial Accommodation	
	4 Car Parking Spaces (13 Management Units each)	
	1 Disabled Car Parking Spaces (18 Management Units each)	70
	For Residential Development	
	245 Car Parking Spaces (13 Management Units each)	
	4 Disabled Car Parking Spaces (18 Management Units each)	
	24 Motor Cycle Parking Spaces (2 Management Units each)	3,305
		3,375

	Total :	<u><u>88,833</u></u>

*Management Units of each Residential Unit are set out in separate tables

Allocation of Management Units to each Residential Unit

Tower 1

Floor	Unit							Total
	A	B	C	D	E	F	G	
46/F				150# Ω	128# Ω			278
45/F	209#* Ω	183* Ω	219#* Ω	70	49	49	73	852
43/F	121	90	128	70	49	49	73	580
42/F	121	90	128	70	49	49	73	580
41/F	121	90	128	70	49	49	73	580
40/F	121	90	128	70	49	49	73	580
39/F	121	90	128	70	48	49	73	579
38/F	121	90	128	70	48	49	73	579
37/F	121	90	128	70	48	49	73	579
36/F	121	90	128	70	48	49	73	579
35/F	121	90	128	70	48	49	73	579
33/F	121	90	128	70	48	49	73	579
32/F	121	90	128	70	48	49	73	579
31/F	121	90	128	70	48	49	73	579
30/F	121	90	128	70	48	49	73	579
29/F	121	90	128	70	48	49	73	579
28/F	121	90	128	70	48	49	73	579
27/F	121	90	128	70	48	49	73	579
26/F	121	90	128	70	48	49	73	579
25/F	121	90	128	70	48	49	73	579
23/F	121	90	128	70	48	49	73	579
22/F	121	90	128	70	48	49	73	579
20/F	121	90	128	70	48	49	73	579
19/F	121	90	128	70	48	49	73	579
18/F	121	90	128	70	48	49	73	579
17/F	121	90	128	70	48	49	73	579
16/F	121	90	128	70	48	49	73	579
15/F	121	90	128	70	48	49	73	579
12/F	121	90	128	70	48	49	73	579
11/F	121	90	128	70	48	49	73	579
10/F	121	90	128	70	48	49	73	579
9/F	121	90	128	70	48	49	73	579
8/F	121	90	128	70	48	49	73	579
7/F	121	90	128	70	48	49	73	579
6/F	121	90	128	70	48	49	73	579
5/F	123#	90#	132#	75#	49#	49#	73	591
Sub-Total	4325	3243	4575	2605	1814	1715	2555	20832

Note:

- 1 # Residential Unit with flat roof(s) pertaining thereto.
- 2 There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F. 21/F is refuge floor.
- 3 There is no designation of Tower 4.
- 4 There are one balcony and one utility platform for each Residential Unit.
- 5 * Duplex Unit with lower duplex on 45/F and upper duplex on 46/F.
- 6 Ω Residential Unit with flat roof on roof floor.

Tower 2

Floor	Unit							Total
	A	B	C	D	E	F	G	
48/F				153# Ω	152# Ω			305
47/F	223#* Ω	184* Ω	209#* Ω	71	49	49	80	865
46/F	133	90	122	71	49	49	80	594
45/F	133	90	122	71	49	49	80	594
43/F	133	90	122	71	49	49	80	594
42/F	133	90	122	71	49	49	80	594
41/F	133	90	122	71	49	49	80	594
40/F	133	90	122	71	49	49	80	594
39/F	133	90	122	71	49	49	80	594
38/F	133	90	122	71	49	49	80	594
37/F	133	90	122	71	49	49	80	594
36/F	133	90	122	71	49	49	80	594
35/F	133	90	122	71	49	49	80	594
33/F	133	90	122	71	49	49	80	594
32/F	133	90	122	71	49	49	80	594
31/F	133	90	122	71	49	49	80	594
30/F	133	90	122	71	49	49	80	594
29/F	133	90	122	71	49	49	80	594
28/F	133	90	122	71	49	49	80	594
27/F	133	90	122	71	49	49	80	594
26/F	133	90	122	71	49	49	80	594
25/F	133	90	122	71	49	49	80	594
23/F	133	90	122	71	49	49	80	594
22/F	133	90	122	71	49	49	80	594
20/F	133	90	122	71	49	49	80	594
19/F	133	90	122	71	49	49	80	594
18/F	133	90	122	71	49	49	80	594
17/F	133	90	122	71	49	49	80	594
16/F	133	90	122	71	49	49	80	594
15/F	133	90	122	71	49	49	80	594
12/F	133	90	122	71	49	49	80	594
11/F	133	90	122	71	49	49	80	594
10/F	133	90	122	71	49	49	80	594
9/F	133	90	122	71	49	49	80	594
8/F	133	90	122	71	49	49	80	594
7/F	133	90	122	71	49	49	80	594
6/F	133	90	122	71	49	49	80	594
5/F	137#	90#	124#	71	49#	49#	84#	604
Sub-Total	5015	3424	4603	2780	1965	1813	2964	22564

Note:

- 1 # Residential Unit with flat roof(s) pertaining thereto.
- 2 There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F. 21/F is refuge floor.
- 3 There is no designation of Tower 4.
- 4 There are one balcony and one utility platform for each Residential Unit.
- 5 * Duplex Unit with lower duplex on 47/F and upper duplex on 48/F.
- 6 Ω Residential Unit with flat roof on roof floor.

Tower 3

Floor	Unit							Total
	A	B	C	D	E	F	G	
48/F				152# Ω	153# Ω			305
47/F	209#* Ω	184* Ω	233#* Ω	80	49	49	71	875
46/F	122	90	136	80	49	49	71	597
45/F	122	90	136	80	49	49	71	597
43/F	122	90	136	80	49	49	71	597
42/F	122	90	136	80	49	49	71	597
41/F	122	90	136	80	49	49	71	597
40/F	122	90	136	80	49	49	71	597
39/F	122	90	136	80	49	49	71	597
38/F	122	90	136	80	49	49	71	597
37/F	122	90	136	80	49	49	71	597
36/F	122	90	136	80	49	49	71	597
35/F	122	90	136	80	49	49	71	597
33/F	122	90	136	80	49	49	71	597
32/F	122	90	136	80	49	49	71	597
31/F	122	90	136	80	49	49	71	597
30/F	122	90	136	80	49	49	71	597
29/F	122	90	136	80	49	49	71	597
28/F	122	90	136	80	49	49	71	597
27/F	122	90	136	80	49	49	71	597
26/F	122	90	136	80	49	49	71	597
25/F	122	90	136	80	49	49	71	597
23/F	122	90	136	80	49	49	71	597
22/F	122	90	136	80	49	49	71	597
20/F	122	90	136	80	49	49	71	597
19/F	122	90	136	80	49	49	71	597
18/F	122	90	136	80	49	49	71	597
17/F	122	90	136	80	49	49	71	597
16/F	122	90	136	80	49	49	71	597
15/F	122	90	136	80	49	49	71	597
12/F	122	90	136	80	49	49	71	597
11/F	122	90	136	80	49	49	71	597
10/F	122	90	136	80	49	49	71	597
9/F	122	90	136	80	49	49	71	597
8/F	122	90	136	80	49	49	71	597
7/F	122	90	136	80	49	49	71	597
6/F	122	90	136	80	49	49	71	597
5/F	124#	90#	138#	84#	49#	49#	71	605
Sub-Total	4603	3424	5131	3116	1966	1813	2627	22680

Note:

- 1 # Residential Unit with flat roof(s) pertaining thereto.
- 2 There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F. 21/F is refuge floor.
- 3 There is no designation of Tower 4.
- 4 There are one balcony and one utility platform for each Residential Unit.
- 5 * Duplex Unit with lower duplex on 47/F and upper duplex on 48/F.
- 6 Ω Residential Unit with flat roof on roof floor.

Tower 5

Floor	Unit						Total
	A	B	C	D	E	F	
46/F				137Ω	129#Ω		266
45/F	198#*Ω	186*Ω	194#*Ω	71	70	70	789
43/F	112	90	98	71	70	70	511
42/F	112	90	98	71	70	70	511
41/F	112	90	98	71	70	70	511
40/F	112	90	98	71	70	70	511
39/F	112	90	98	71	70	70	511
38/F	112	90	98	71	70	70	511
37/F	112	90	98	71	70	70	511
36/F	112	90	98	71	70	70	511
35/F	112	90	98	71	70	70	511
33/F	112	90	98	71	70	70	511
32/F	112	90	98	71	70	70	511
31/F	112	90	98	71	70	70	511
30/F	112	90	98	71	70	70	511
29/F	112	90	98	71	70	70	511
28/F	112	90	98	71	70	70	511
27/F	112	90	98	71	70	70	511
26/F	112	90	98	71	70	70	511
25/F	112	90	98	71	70	70	511
23/F	112	90	98	71	70	70	511
22/F	112	90	98	71	70	70	511
20/F	112	90	98	71	70	70	511
19/F	112	90	98	71	70	70	511
18/F	112	90	98	71	70	70	511
17/F	112	90	98	71	70	70	511
16/F	112	90	98	71	70	70	511
15/F	112	90	98	71	70	70	511
12/F	112	90	98	71	70	70	511
11/F	112	90	98	71	70	70	511
10/F	112	90	98	71	70	70	511
9/F	112	90	98	71	70	70	511
8/F	112	90	98	71	70	70	511
7/F	112	90	98	71	70	70	511
6/F	112	90	98	71	70	70	511
5/F	116#	90#	100#	71#	71#	74#	522
Sub-Total	4010	3246	3528	2622	2580	2454	18440

Note:

- 1 # Residential Unit with flat roof(s) pertaining thereto.
- 2 There is no designation of 4/F, 13/F, 14/F, 24/F, 34/F and 44/F. 21/F is refuge floor.
- 3 There is no designation of Tower 4.
- 4 There are one balcony and one utility platform for each Residential Unit.
- 5 * Duplex Unit with lower duplex on 45/F and upper duplex on 46/F.
- 6 Ω Residential Unit with flat roof on roof floor.

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 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 proper 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, water courses, 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 (save and except the Railway Station other than such part of the Railway Station as designated by the Owner of the Railway Station from time to time) 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 Railway Station 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 Railway Station, the Owner of the Railway Station 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 Railway Station as designated by the Owner of the Railway Station from time to time to maintain and repair such facilities and services and to make good any damage caused to the Railway Station 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 Railway Station at the expense of the Owners of the Estate in that event the reasonable costs incurred by the Owner of the Railway Station shall be a debt due to the Owner of the Railway Station repayable on demand by the Manager out of the |

management funds.

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 other 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.

**Right to install
electronic card reader**

- (e) The right for the Owners of the Estate acting through the Manager to install and maintain at such part on the platform level of the Railway Station as designated by the Owner of the Railway Station any electronic card reader or device and associated installation for entry and exit purpose to and from the footbridge linking the Estate and the Railway Station Provided that the Owners of the Estate acting through the Manager shall be responsible at their own cost for carrying out the maintenance and repair of the said reader or device and associated installation and in this connection, the Manager acting on behalf of the Owners of the Estate shall have the right 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 such parts of the Railway Station as necessary for the purpose of carrying out the relevant maintenance and repair works to the said reader or device and associated installation and Provided Further that the Owners of the Estate shall acting through the Manager make good any damage caused to the Railway Station as a result of exercise of the right herein contained.

2. Rights, Easements and Privileges applicable to the Owner of the Railway Station

**Rights of the Owner of
the Railway Station**

- (a) The right for the Owner or occupier for the time being of the Railway Station 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 Commercial Accommodation and the Units therein but excluding Residential Units) for the purpose of emergency services and carrying out any work necessary for the maintenance and repair of the Railway Station, the Ma On Shan Line or the Railway Structures and Installations and the exercise of the right conferred under this Deed, such work not being the responsibility of the Manager, and which cannot be practically carried out without such access causing as

little disturbance as possible and making good any damage caused thereby.

- (b) The right to free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, air-conditioning, telephone and other services from and to the Railway Station through the sewers, gutters, drains, water courses, pipes, flues, conduits, ducts, wires, cables 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 Railway Station Provided that the Owner of the Railway Station 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) The right for the Owner of the Railway Station, its employees, agents, licensees and tenants (in common with all others having the like right) to pass over the Estate Common Areas for the purposes of escape in an emergency.
- (d) Without prejudice to sub-clause (e) below, the right of the Owner of the Railway Station to affix, install and erect on the external wall of the Railway Station abutting and facing the footbridge which forms part of the Residential Common Areas and links the Estate and the Railway Station a signage for the station name and to enter into the Estate to repair, maintain and/or carry out any works in relation to such signage Provided that the Owner of the Railway Station shall at all times and at its own expenses make good and be responsible for all costs of making good any damage caused to the Estate as a result of exercise of right herein and/or carrying out the installation and maintenance of the said signage.
- (e) The easements, rights and privileges granted by MTR to the Owner of the Railway Station, its successors and assigns under Part II of the Second Schedule to the Railway Station Assignment.

3. **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 and the Owner of the Railway Station) 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, the

Residential/Residential Car Park Common Areas, the Residential Common Services and Facilities and the Residential/Residential Car Park Common Services and Facilities for all purposes connected with the proper use and enjoyment of his Unit;

- (ii) to go, pass and repass over and along and upon the Estate Common Areas for the purposes of access and egress to and from the drop off areas, the lay-bys, loading and unloading spaces, visitors' parking spaces and bicycle parking spaces serving the Residential Development; and
- (iii) to go pass and repass over and along the strip of land of approximately 6 metres wide on the north of the concourse level ("6 metres passageway") forming part of the Railway Station (as for identification purpose only shown coloured Grey and marked "PASSAGEWAY" on the Ground Floor Plan annexed hereto) for the purposes of gaining access to and egress from the Estate.

Right to use recreational areas and facilities

(b) Full right and liberty for the Owner or occupiers 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 Facilities intended for use by the Owners or occupiers 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.

4. **Rights, Easements and Privileges applicable to the Owners of the Residential Car Parking Spaces**

Rights of Owners of the Residential Car Parking Spaces

Full right and liberty (Subject Always to the rights of the Manager, MTR and the Owner of the Railway Station) for the Owner of a Residential 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, the Residential/Residential Car Park Common Areas, the Residential Car Park Common Services and Facilities and the Residential/Residential Car Park Common Services and Facilities for all purposes connected with the proper use and enjoyment of his Residential Car Parking Space.

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

Rights of Owners of the Commercial Accommodation

(a) The full right and liberty (Subject Always to the rights of the Manager, MTR and the Owner of the Railway Station) for the Owners of the Commercial Accommodation for the time being, their 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 Commercial Common Areas and Commercial Common Services and Facilities for all purposes connected with the proper use and enjoyment of the Commercial Accommodation;

(ii) to go, pass and repass over and along and upon the Residential Common Areas on the Ground Floor of the Estate for the purposes of access and egress to and from the refuse storage and material recovery chamber which forms part of the Estate Common Areas; and

(iii) to go, pass and repass over and along the 6 metres passageway (as defined under Clause 3(a)(iii) of this Part I of the Second Schedule) for the purposes of gaining access to and egress from the Commercial Accommodation and for the proper use and enjoyment of the Commercial Accommodation;

(b) The right for the Owner (or Owners in accordance with the provisions in the relevant Sub-Deed of Mutual Covenant (if any)) of the Commercial Accommodation and all others authorized by them in accordance with the terms of the Government Grant and with the prior written consent of the Director to display, install, erect, affix or permit to be displayed, installed, erected or affixed upon the external walls forming part of the Commercial Accommodation logos, posters and other advertising signs or structures whatsoever and whether illuminated or not Provided that the prior written approval of the Manager (such approval shall not be unreasonably withheld or delayed) shall have been obtained Provided further that no such logos, posters and other advertising signs or structures shall (in the opinion of the Manager) be incompatible with or adversely affect the general design and appearance of the Estate.

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 Railway Station (except with the prior consent in writing of the Owner of the Railway Station) for the purposes of inspecting, rebuilding, repairing, renewing, replacing, renovating, maintaining, cleaning, painting or decorating the structure of the Estate, the Common Areas and 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 Railway Station 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 Railway Station.

(b) The right for the Manager to authorise by way of licence subject to the prior approval by a resolution of the Owners Committee and the prior written consent of the Director (if necessary) the use of external walls forming part of the Common Areas for advertising purposes and to permit the installation or erection of posters or other advertising signs or structures (whether illuminated or not) with the right to remove, repair, maintain, service or replace the same and to obtain electricity from the building or structure nearest in proximity to such advertising posters signs and other structures Provided Always that :-

(i) the rights and interests of the Owners shall not be adversely affected;

(ii) the licensee shall be responsible for and at its cost

and expense keep and maintain in good condition those parts of the Common Areas so licensed on or to which such posters and other advertising signs, or structures shall so be displayed, installed, erected or affixed; and

(iii) all licence fees or other income received by the Manager shall be applied by them in accordance with Clause 7 of Section J of this Deed.

(c) In respect of any flat roof or roof forming part of a Unit:

(i) the right for the Manager, its servants, agents, contractors and persons duly authorized on prior reasonable notice (except in case of emergency) to gain access to and enter upon any such flat roof and to remain there for such reasonable period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Common Services and Facilities in or upon the flat roof or roof or to which access is gained via the flat roof or roof and, on a temporary basis, to erect, place or store on any flat roof or roof any scaffolding or other plant, equipment or materials necessary for the purpose of any works for so long as such works are being carried on Provided That the Manager, its servants, agents, contractors and duly authorized persons in exercising the aforesaid rights shall cause as little disturbance as reasonably practicable and shall make good any damage caused thereby;

(ii) the right for the Manager to maintain, repair, operate, temporarily install, move, and have access to, over and/or on the flat roof or the roof or the parapet walls of the flat roof or the roof the cleaning gondola and/or any davit arm, other equipment or device of management (collectively referred to in this Deed as the "gondola" which expression shall include all brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Estate or any part thereof, and on prior reasonable notice to the relevant Owner for the Manager, its servants, agents, contractors and

persons duly authorized to enter upon the flat roof or roof for the purposes of operating, installing, keeping, repairing, storing and/or parking the gondola and in this connection the Manager, its agents, contractors and duly authorized persons shall have the right to temporarily fence off the relevant part of the flat roof or roof on giving prior reasonable notice to the relevant Owner Provided That the Manager in exercising any of its aforesaid rights shall cause as little disturbance as reasonably practicable and shall make good any damage caused thereby.

(d) In respect of the 6 metres passageway forming part of Railway Station the right for the Manager, its servant, agents, contractors and other persons duly authorized by the Manager on prior reasonable notice (except in case of emergency) to gain access to and enter upon the 6 metres passageway, whether with or without plant, machinery or equipment, and to remain there for such reasonable period as may be necessary for the purpose of repairing, rebuilding, maintaining, cleaning and painting the facade of the Development Provided that the Manager, its servant, agents, contractors and duly authorized persons in exercising the aforesaid rights shall cause as little disturbance as reasonably practicable and shall make good any damage caused thereby.

**Preamble to Rights of
MTR**

3. Preamble

Without prejudice to the easements, rights, entitlements, liberties and privileges expressly reserved and excepted unto MTR under the Railway Station Assignment, the covenants, rights, liberties, privileges, entitlements, exceptions and reservations in favour of MTR under this Clause are intended to facilitate and enable MTR 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 MTR in respect of the Estate in the manner as herein provided;
- (ii) the construction, development and completion of the Development;
- (iii) the change in design, layout, disposition, height and use of any part of the Development which MTR shall remain to be the Owner;
- (iv) the maximisation of the development potential of any part of the Land and/or the Development which MTR shall remain to be the Owner insofar as such maximisation shall be permissible and approved by the Government;

- (v) management and control of those parts of the Development which MTR shall remain to be the Owner;
- (vi) connecting of those parts of the Development which MTR 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 or reserved unto MTR under the Government Grant and the Railway Station Assignment.

Exceptions and Reservations

Rights of MTR

Each and every Owner covenants with MTR with the intent that the covenants, rights, liberty, privileges, entitlements, exceptions and reservations herein conferred upon MTR 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 MTR remains the beneficial owner of any Share (and in addition to any other right which it may have reserved under the Railway Station Assignment and the Assignment to the Purchaser) MTR 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 Railway Station under this Deed and the Government Grant and Provided that such rights easements and privileges of the Owner of the Railway Station shall not in any way 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 MTR and other than the Railway Station unless entry is unavoidable, when in that event it shall be subject to prior reasonable notice, the least disturbance being caused and MTR shall indemnify costs and expenses incurred for any damage caused to the Railway Station) 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 either

alone or in conjunction with any adjacent land or adjacent buildings in such manner and with such materials as MTR 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 MTR have the effect of endangering or causing damage to the Ma On Shan Line, the Railway Station or the Railway Structures and Installations and in this event the reasonable costs thereof shall be a debt due to the MTR repayable on demand by the Manager from the defaulting Owner;
- (iii) constructing future pedestrian accessways connecting the Estate to the Railway Station;
- (iv) carrying out other works in under on or over the Land and the Development as it shall require from time to time in compliance with the Government Grant or in relation to the operation or safety of the Ma On Shan Line and the Railway Station.

MTR 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 shall not use while such works are being carried out and the Owners shall comply with the requirements of such notification. MTR shall not incur any liability, 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 when carrying out such works MTR shall cause as little disturbance to the Owners as is reasonably practicable by providing such measures as may be necessary including but not limited to noise abatement and dust protection measures and shall indemnify any Owner in respect of costs and expenses incurred as a result of any damage 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 MTR 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 MTR;

- (b) In accordance with the terms of the Government Grant or upon request by the Director, 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) to change the name of the Development or any part thereof (other than the Railway Station) and to change at any time the name description and/or numbering of any building in the Development (other than the Railway Station) as it shall in its absolute discretion think fit subject, in the case of a change of name of the entire development (other than the Railway Station), to the approval of the Owners Committee and upon giving not less than 6 months' prior written notice to all Owners affected by the change and shall not be liable to any Owner or other persons having an interest in the Development for any damages, claims, costs or expenses resulting therefrom or in connection therewith Provided That MTR shall bear all costs incurred by the Manager in erecting or replacing any existing building name or directional signage within the Development as a result of the exercise of this right;
- (d) to alter, amend, vary or add to the Approved Plans or any master layout plan approved under the Town Planning Ordinance relating to the Development or as the case may be, the Estate (including but not limited to the alteration of corridors and toilets) and/or any other building plans relating to the Development or any part thereof without the concurrence or approval of any Owner or other person

having an interest in the Development or any part thereof Provided that any amendment to the master layout plan shall not affect the Railway Station, and nothing herein contained shall absolve MTR from the requirements of obtaining the prior consent of the Director or other relevant government authorities pursuant to the Government Grant or other applicable legislation and the Owner of the Railway Station in the event that the Railway Station is affected. No such alteration, amendment, variation or addition shall give to the Owners or other person having an interest in the Development or any part thereof any right of action against MTR or the Government Provided That the physical use and enjoyment of the Units by the Owners shall not be materially and adversely affected thereby and Provided Further that the proper use and enjoyment of the Railway Station shall not be affected thereby and that no such change, amendment, variation, addition or alteration shall have any adverse effect on or shall impede or restrict the proper use of or access to or from the Railway Station or the services and facilities supplying the Railway Station (if applicable);

- (e) to agree with the Government any substitution, alteration, amendment, variation or addition to the terms and conditions of the Government Grant or any drawings, designs, plans of any nature or purpose whatsoever (including but not limited to layout plans, general building plans, car park layout plans, landscape plans and concept plans), submissions and technical schedules contained or referred to in the Government Grant and to apply for any consents, waivers, permissions, approvals or no-objection letters or any other decision under the terms of the Government Grant without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof and to sign or execute any documents in connection therewith in the name of MTR only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof Provided That the right to vary, alter, amend, substitute or add to the terms of the Government Grant shall not be prejudicial to the rights of the Owner of the Railway Station in the use and enjoyment of and the access to or from the Railway Station and must not result in the Owner of the Railway Station being liable for any premium payable for such variation, alteration, amendment, substitution or addition save that the Owner of the Railway Station may agree to pay that portion of the premium payable for the variation,

alteration, amendment, substitution or addition to the extent that the variation, alteration, amendment, substitution or addition, in the opinion of the Owner of the Railway Station, directly benefits the Railway Station but not otherwise And Provided Further That any amendment to the master layout plan shall not affect the Railway Station And Provided Further that any variation, alteration, amendment, substitution or addition to any plan shall not impede or restrict access to or from the Railway Station and shall be subject to the prior approval of the Owner of the Railway Station if it affects the Railway Station. 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 Development or any part thereof any right of action against MTR or the Government Provided That the physical use and enjoyment of any Unit by any Owner shall not be materially and adversely affected thereby and the use and enjoyment of the Railway Station shall not be adversely affected thereby. 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 MTR alone and MTR shall be empowered to give a good and valid receipt therefor;

- (f) to enter into any deed poll or to surrender, dedicate or assign any part of the Land or the Development or any interest therein (other than the Railway Station and the Units which have been assigned by MTR) to the Government or to carve out any part of the Land for any purpose whatsoever without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof and to sign or execute any documents in connection therewith in the name of MTR only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof. The Owners and other person having an interest in the Development or any part thereof 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 materially and adversely affected and Provided Further that the proper use and enjoyment of the Railway Station shall not be affected thereby. All payments, compensation or other money relating or

incidental to such surrender dedication or assignment shall be paid to and received by MTR alone and MTR shall be empowered to give a good and valid receipt therefor Provided That if the surrendered, dedicated or assigned portion of the Land and the Development forms part of the Common Areas, the payments, compensation or other money relating or incidental to surrender dedication or assignment of such part of the Common Ares shall be credited to the relevant Special Fund;

(g) to agree with the Government to incorporate any land as extensions to the Land on such terms as may be agreed by MTR and the Government without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof and to sign or execute any documents in connection therewith in the name of MTR only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof Provided That any agreement with the Government shall require the prior approval of the Owner of the Railway Station if the Railway Station is affected Provided Further That the Owner of the Railway Station shall join in and sign or execute any documents necessary to the exercise of MTR's right under this sub-clause if the Railway Station is affected and the said prior approval of the Owner of the Railway Station has been obtained. All premiums and fees payable for the same shall be borne by MTR and no Owner or other person having an interest in the Development or any part thereof except MTR shall have any claim for any benefit or compensation arising therefrom and as from the date of such incorporation the relevant extension shall form part of the Land and shall be subject to this Deed and any relevant Sub-Deed of Mutual Covenant;

(h) 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 Development 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 Development 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 Railway Station Provided Always that their rights and interests shall not be materially and adversely affected and the rights and interests of the Owner of the Railway Station shall not be adversely affected;

- (i) to use such parts of the external walls of any part of the Development (other than the Commercial Accommodation, the Residential Development and the Railway Station) (which do not form part of the Common Areas and of which the exclusive right to hold, use, occupy and enjoy has not been assigned) for the construction and erection of chimneys and/or, subject to the prior written consent of the Director, for advertising purposes and to display, install, erect, affix or permit to be displayed, installed, erected or affixed thereon and thereto, logos, posters and other advertising signs or structures whatsoever (whether illuminated or not) and with the right to remove, repair, maintain, service or replace the same and to obtain electricity from the building or structure nearest in proximity to such advertising posters, signs, logos and other structure as aforesaid and Provided Always that the rights and interests of the Owners shall not be materially and adversely affected and the rights and interests of the Owner of the Railway Station shall not be adversely affected And Further that MTR shall be responsible for and at its cost and expense keep and maintain in good condition those parts of the said external walls on or to which such logos, posters and other advertising signs or structures shall so be displayed, installed, erected or affixed and pay any electricity charges in connection with such signs or structures;
- (j) to install or erect or permit 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 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 such part of the Estate of which MTR is the Owner;
- (k) Subject to the prior approval of the Director, MTR shall have the exclusive and unrestricted right 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 MTR to any other part of the Development of which it has exclusive use Provided That the redesignation or redistribution of Shares shall not affect

the proportion of Shares allocated to the Railway Station;

- (l) subject only to obtaining the prior written consent of the Director to allocate and re-allocate Shares to any particular part of the Development 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;
- (m) 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 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 Approved Plans Provided That such adjustment shall not affect the rights to the sole and exclusive right and privilege to hold use occupy and enjoy the Railway Station by the Owner thereof or the proportion of Shares allocated to the Railway Station or any Owner's sole and exclusive right to hold use occupy and enjoy his Unit and Provided Also that no such adjustment shall have the effect of increasing the contributions to the Management Charges payable by such Owners by more than 5% Provided Further that the adjustment of the Shares shall not affect the proportion of the Shares allocated to the Railway Station;
- (n) to designate or re-designate the floor numbering and 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 Development with any other parts of the Development which MTR remain to be the Owner thereof Provided That any such allocation, re-allocation, sub-allocation, exchange or interchange of Shares shall not affect the proportion of Shares allocated to the Railway Station;
- (o) to amend, vary, alter, add to, modify or substitute any part of the Common Areas and Common Services and Facilities Provided Always that the physical use and enjoyment of the Units by the Owners shall not be materially and adversely affected and the use and enjoyment of the Railway Station shall not be affected and no such amendment, variation, alteration, addition, modification or

substitution shall give to the Owners or other person having an interest in the Development or any part thereof any right of action against MTR Provided That the Common Areas and Common Services and Facilities shall not be reduced and Provided Further That notwithstanding anything contained in the foregoing, if there is any conversion of any of the Common Areas to MTR's own use for its own benefit, such conversion shall be subject to the approval of the Owners Committee (if any) and any payment paid by MTR for the approval shall be credited to the relevant Special Fund and if there is any conversion or designation of any of MTR's own areas in the Land as Common Areas, such conversion or designation shall be subject to 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 Provided Further That any additional Common Areas or additional Common Services and Facilities shall not be re-converted or re-designated to MTR's own use or benefit and MTR shall prepare or cause to be prepared a set of plans showing such additional Common Areas which shall be kept at the management office of the Estate and made available for inspection by the Owners free of costs and charges during normal office hours;

- (p) 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 Railway Station) or partly within the Land and the Development (other than the services and facilities solely and exclusively serving the Railway Station) and adjoining land to supply utilities services and recreational facilities to the Land and the Development and/or to any other adjoining adjacent or neighbouring lands and to grant the right so to do any of the aforesaid to any person on such terms and conditions as MTR may deem fit Provided 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 Owners Committee and any consideration received for supplying of the said utilities, services and recreational facilities to the adjoining adjacent or neighbouring lands shall after deduction by MTR of the costs of the relevant works incurred by MTR be credited to the relevant Special

Fund;

- (q) to utilise in whole or in part the balance (if any) of the maximum plot ratio of the Land including any extensions which may be granted by the Government from time to time permitted under the Buildings Ordinance (Cap.123) including any concessions or bonus which may be granted by the Building Authority and which shall become available from time to time;
- (r) to demolish, modify, alter, reconstruct, further develop, re-develop or re-build the Land and/or the Development (other than the Railway Station) or any part thereof which shall remain vested in MTR either alone or in conjunction with any adjacent land or adjacent buildings and in such manner as MTR 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 and the Development shall belong to MTR absolutely;
- (s) subject to the approval of the Owners Committee 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, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by licence on such terms and condition and from such persons as MTR shall deem fit Provided That the Owner of the Railway Station shall not be made to bear any costs for the acquisition of the said rights, rights of way, easements or quasi-easements;
- (t) to construct, maintain, repair and renew at MTR's own expense footbridges and/or pedestrian walkways whether

or not linking the Land and the Development with any adjoining or neighbouring lots and/or developments Provided That the proper use and enjoyment of the Railway Station shall not be affected and the access to or from the Railway Station shall not be impeded or restricted;

- (u) the right to confer any of its rights in this Clause 3 (c), (h), (i) and (n) on another Owner by express assignment or licence made from time to time of such rights;
- (v) to be given prior reasonable notice of full details and, prior to commencement of the works, to approve any works proposed to be carried out to the Development or the Land which in MTR's opinion may affect or has impact upon the Railway Station or the Railway Structures and Installations or the services supplying or running through the Railway Station or the Railway Structures and Installations or ancillary or pertaining thereto, and in respect of any such works to prescribe work schedules and methods and impose conditions for the protection and safety of the Railway Station and/or the Railway Structures and Installations, to be complied with by the relevant Owners at their own costs and in the event that prior approval is not obtained or prescribed work schedules, methods or conditions not adhered to, to require the cessation of any such works which the Owners shall comply with and the Manager shall enforce and implement;
- (w) to make or permit 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 such part of the Estate of which MTR is the Owner;
- (x) for so long as MTR remains the sole Owner of the Commercial Accommodation,
 - (i) to make any alteration to any part of the Commercial Accommodation in such manner as MTR shall in its absolute discretion think fit without the need to consult with nor the concurrence or approval of any Owner or the Manager;
 - (ii) to employ contractor for the purpose of carrying out any fitting out works or alterations to any part of the Commercial Accommodation which 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;

- (iii) to sub-divide or partition for sale any part of the Commercial Accommodation into separate units in such manner as MTR shall in its absolute discretion think fit without the need to consult with nor the concurrence or approval of any Owner or the Manager.

PROVIDED ALWAYS that in exercising any of its rights herein, MTR shall not in any way adversely affect the physical use and enjoyment of the Units by the Owners and the use and enjoyment of the Railway Station shall not be adversely affected and the access to or from the Railway Station shall not be impeded or restricted PROVIDED ALWAYS that any consideration received or receivable in the exercise of rights to which MTR is specifically entitled as an Owner under the provisions of this Clause 3 shall accrue to MTR and may be on such terms and conditions as MTR may deem appropriate. Any consideration received or receivable in the exercise of rights to which MTR is not specifically entitled as an Owner under the provisions of this Clause 3 shall accrue to the Owners of the Development and shall be credited to the Special Funds.

Rights of Public

4. The right for all members of the public with all types of vehicles (if appropriate) for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through the Access Way during the operation hours of the Railway Station for the purpose of access to and from the Railway Station pursuant to Special Condition (25) of the Government Grant.

THE THIRD SCHEDULE

RESTRICTIONS AND PROHIBITIONS

1. Subject to the rights reserved to MTR in Part II of the Second Schedule to this Deed, the rights granted to the Owner of the Railway Station in Clause 2 of Part I of the Second Schedule to this Deed and Part II of the Second Schedule to the Railway Station Assignment and the rights of the Owner or Owners of the Commercial Accommodation as provided in Clause 5(b) of Part I of the Second Schedule to this Deed an Owner shall not without the previous written consent of the Manager which may be granted, withheld or granted subject to conditions at its absolute discretion to :-

**Not to make
alterations or
additions**

- (a) make or permit or suffer to be made any external or structural alteration in or addition whatsoever which will affect the structural integrity of the Development or which may exceed the loading constraints of the structures in the Development or which interfere with or affect the rights of other Owners to any building, or other structure erected on or in the Estate;
- (b) make or permit or suffer to be made any alterations to the existing design or external appearance of the facade or elevations of any building, or other structure erected on or in the Estate;
- (c) erect or build or permit or suffer to be erected or built on any roof, flat roof or any part thereof of any building, carport or other structure erected on or in the Estate, or the Common Areas any structure whatsoever whether of a temporary or permanent nature;
- (d) install or erect or permit or suffer to be installed or erected any 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);
- (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) erect, affix or place or cause or permit or suffer to be erected, affixed or placed any sign or other structure whatsoever whether of a permanent or temporary nature on the roof or flat roof forming part of a Unit or any part thereof and the Manager shall have the right to enter to remove anything erected or affixed or placed thereon in contravention of this provision at the cost and expense of the Owner who erected or affixed or placed the same or permitted or suffered the erection or affixing or placing of the same;
- Not to damage
Common Areas** (g) 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** (h) damage or interfere with or permit or suffer to be damaged or interfered with the Common Services and Facilities;
- Not to vitiate
insurance** (i) 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 by his act or default may be required for effecting or keeping up such insurance and in the event of the Development or any part or parts thereof being damaged or destroyed by any of the Insured Risks at any time and the insurance money under any insurance against such Insured Risks effected thereon being wholly or partially irrecoverable by reason solely or in part of his act or default then and in every such case such Owner 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** (j) 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.** (k) do or cause or permit or suffer to be done any act or thing which may be contrary to any relevant Ordinance, Regulation or bye-law;
- Offensive User** (l) (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 Residential Car Parking Space other than for the parking of one 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;

(v) use or permit or suffer to be used any Car Parking Space provided for the Commercial Accommodation other than for the parking of one motor vehicle registered in the name of the occupier of the Commercial Accommodation or any part thereof or his bona fide guests, visitors or invitees according to the carpark layout plan for the Estate approved by the Building Authority provided that one Car Parking Space provided for the Commercial Accommodation as aforesaid shall be designated for use by the occupiers of the kindergarten (if any) of the Commercial Accommodation and their bona fide guests, visitors or invitees and the other Car Parking Space provided for the Commercial Accommodation shall be designated for use by the occupiers of the other parts of the Commercial Accommodation and their bona fide guests, visitors or invitees and in particular shall not use the said spaces for the storage, display or exhibiting of motor vehicles for sale or otherwise and for the purpose of this sub-clause, the expression Car Parking Space referred herein shall exclude any reference to motor cycle parking space;

(vi) use or permit or suffer to be used any Car Parking Space provided for the disabled other than for the parking of a motor vehicle by a disabled person as defined in the Road Traffic Ordinance and registered in the name of the resident of a Residential Unit or in the name of the occupier of the Commercial Accommodation and their

respective 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 spaces for the signage, display or exhibiting of motor vehicles for sale or otherwise.

Balconies and Utility Platforms

- (m) (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 (other than the drying racks provided by the developer of the Development at the Utility Platforms and any subsequent replacement thereof at the original designated location as previously approved by the Manager) on any Balcony, Utility Platform or any part thereof;

Flat roofs or roof

- (n) erect, affix, place or cause, permit, suffer or allow to be erected, affixed or placed any structure, partition, fence or enclosure whether of a permanent or temporary nature on any flat roof or roof forming part of a Unit so as to prevent access or egress to or from the flat roof or roof by the Manager or any other Owner in the exercise of the rights respectively reserved to them;

Not to use for illegal or immoral purposes

- (o) use or permit or suffer to be used any Unit for gambling or for any illegal or immoral purpose;

Not to cause nuisance

- (p) 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 the other Owners and occupiers of the Land and the Development;

Not to alter external appearance

- (q) use or permit or suffer to be carried out on any portion of any Unit or the roofs or flat-roofs or any Balcony or Utility Platform (if any) held and enjoyed therewith, any works in any way so as to alter the external appearance of the buildings;

- Not to misuse lavatories** (r) 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** (s) 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** (t) 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 lock roof exits** (u) lock the doors or entrances of the roofs of the Development PROVIDED HOWEVER THAT nothing in this clause shall affect the rights of the Owner(s) to lock the doors or entrances of the roof or portion of the roof owned by him if such locking does not contravene fire regulations;
- Not to obstruct Common Areas** (v) encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, dustbins, packaging goods, rubbish, chattels or other obstruction of any kind or nature any of the Common Areas and the Manager shall be entitled without notice and at the Owner's expense to remove and dispose of as they see fit any such material aforesaid and the Manager shall not thereby incur any liability to the Owner or any other person whomssoever 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** (w) 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 Development 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

- (x) (i) No Owner shall bring on to or keep any livestock, live poultry, birds or animals on any part of the Development 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 and Fitting Out Rules and subject to the relevant Owner having filed a pet registration record (containing such information relating to the relevant domestic animal or pet as required by the Manager) with the Manager, domestic animal or other pets may be kept in a Residential Unit unless the same has been the cause of reasonable written complaint by at least two (2) Owners or occupiers of any part of the Development, the reasonableness of the complaint shall be determined by the Manager at its absolute discretion AND PROVIDED FURTHER THAT the aforesaid restrictions shall not apply to the Owner of the Railway Station.
- (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;
 - (2) on leash and wearing mouth strap;
 - (3) microchipped and vaccinated; and
 - (4) licensed by the Agriculture, Fisheries and Conversation Department.
- (iii) Notwithstanding anything contained in paragraphs (i) and (ii) of this sub-clause, in no event shall dogs be permitted in the Club House.

Not to partition

- (y) 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

- (z) (i) 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 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

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

Sub-Deed of Mutual Covenant

- (ab) enter into any Sub-Deed of Mutual Covenant in respect of any part of the Estate without the prior written consent of the Manager, whose consent shall not be unreasonably withheld, and the Director.

Floor Loading

- (ac) 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

- (ad) (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 | (ae) | 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 users of the Estate. |
| Not to misuse lifts | (af) | (i) use the designated passenger lifts in the Estate other than for transportation of persons and small light packages;

(b) use the service lifts in the Estate for the transportation of any goods or articles which in the opinion of the Manager may overload or affect the normal or safe operation of those lifts. |
| Not to hang washing | (ag) | use or permit or suffer to be used any portion of any Unit or the roofs or flat-roofs (if any) held and enjoyed with that Unit for the drying of clothes or any similar purpose in any way so as to endanger, interfere with, obstruct or affect the operation and safety of the Railway Station or alter the external appearance of the Estate or cause nuisance or annoyance to the other Owners or occupiers of the Land and the Development Provided that drying of clothes is allowed in the Utility Platform below the railing level at the drying racks provided by the developer of the Development or any replacement thereof at the original designated location as previously approved by the Manager or such other place specifically provided for the purpose. |
| Not to exhibit signs | (ah) | 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 | (ai) | tamper with any fixed window or window with fixed glazing in any Residential Unit in particular Flats C and D of Tower 1, which window is for the purpose of alleviating road traffic noise impact and should only be unlocked by the Manager upon receipt of reasonable prior notice from the Owner or occupier of the relevant Residential Unit and only for the purpose of cleaning or maintenance of such window. |

- | | |
|---|---|
| Installation of air-conditioning units | (aj) 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 without the prior written consent of the Manager and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Land and/or the Estate. |
| Not to tamper with fire alarm | (ak) 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 Development connecting and serving both the Estate and the Railway Station. |
| Not to install door grilles | (al) 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. |
| Installation of window grilles | (am) 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 (Cap.95) 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. |

The above obligations, prohibitions and restrictions are equally applicable to the tenants and/or licensees of the Units and/or Car Parking Spaces who occupy the 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.

- | | |
|------------------------------|---|
| Preservation of Trees | 2. No Owner shall remove or interfere with the tree 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. |
|------------------------------|---|

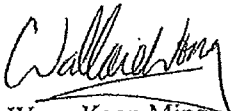
THE FOURTH SCHEDULE

SCHEDULE OF WORKS AND INSTALLATIONS

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) plumbing system;
- (e) drainage system;
- (f) fire services installations and equipment;
- (g) electrical wiring system;
- (h) lift installations;
- (i) gas supply system;
- (j) window/glass wall/cladding installations;
- (k) central air-conditioning and ventilation system;
- (l) all external works at grade and/or above grade including all hard and soft landscaping features;
- (m) slope structures, if any.

SIGNED SEALED and DELIVERED by)
)
 Linda Li Sau Lin)
)
 duly authorised attorney(s) for and on behalf)
 of MTR in its capacity as registered owner of)
 the Land and the Development (other than the)
 Railway Station and the First Assigned)
 Premises) whose signature(s) is/are verified)
 by/in the presence of :)




Wong Koon Ming
Deacons
Solicitor, Hong Kong SAR

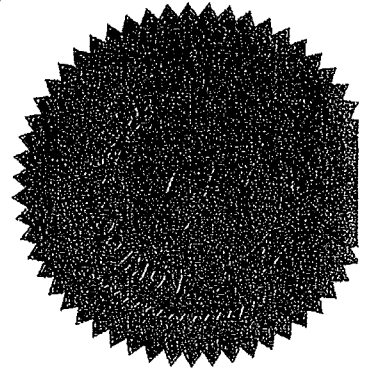
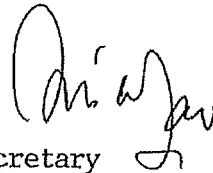
The seal of the Kowloon-Canton Railway)
 Corporation in its capacity as the Owner of the)
 Railway Station is hereunto affixed by the)
 authority of its Managing Board and signed by)

Edmund Leung)
Chief Officer)



~~whose signature(s) is/are verified by/in the~~)
presence of :)

Brian Lau)
Acting Company Secretary)



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



James P. A. Cheng
Clerk with Deacons
Solicitors & Notaries, Hong Kong SAR whose
signature is verified by :-



Wong Koon Ming
Deacons
Solicitor, Hong Kong SAR

SIGNED SEALED and DELIVERED by)
Linda Li Sau Lin)
duly authorised attorney(s) 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
Deacons
Solicitor, Hong Kong SAR

LEGEND	
	ESTATE COMMON AREAS
	RESIDENTIAL COMMON AREAS
	RESIDENTIAL CAR PARK COMMON AREAS
	RESIDENTIAL / RESIDENTIAL CAR PARK COMMON AREAS
	RAILWAY STATION

城門河道
SHING MUN RIVER CHANNEL

LION ROCK TUNNEL ROAD

Bicycle Track

PLANTER

PLANTER

PLANTER

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PLANTER

PART PLAN OF PUMP RM. NO. "1" AT LEV. 5.05

PART PLAN OF PUMP RM. NO. "2" AT LEV. 4.15

PASSAGEWAY

PASSAGEWAY

EXISTING CHE KUNG TEMPLE STATION

I hereby certify the accuracy of the plan:

Lu Ronald

LU Ronald
Authorized Person (Architect)

0 1 3 5 10 20m

車公廟路
CHE KUNG MIU ROAD

No.	Description	Drawn	Checked	Approved	Date
A	FIRST ISSUE	CWL	LSC	KJ	23/04/13
B	REVISED	CWL	LSC	KJ	23/04/13
C	REVISED	CWL	LSC	KJ	23/04/13

No.	Description	Drawn	Checked	Approved	Date
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2
3
4
5
6
7
8
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10

Drawn By:	CWL	23/04/13
Checked By:	LSC	23/04/13
Approved By:	KJ	23/04/13

Structural and Mechanical Consultant
RONG PING LAM & ASSOCIATES
CONSULTING ENGINEERS & ARCHITECTS
R.P.L. 02025 2333 2333
R.P.L. 02025 2333 2333

Project Manager
NW PROJECT MANAGEMENT LTD

Client
DELUXE SIGN LIMITED
MTR PROPERTY DIVISION
MTR Corporation Limited

Ronald Lu & Partners
Ronald Lu & Partners (Hong Kong) Ltd.
218, Queen's Road East, 21/F, Queen's Hotel, Hong Kong
Tel: (852) 2511 2212
Fax: (852) 2511 2422

Project Title
RESIDENTIAL DEVELOPMENT AT CHE KUNG TEMPLE STATION, MA ON SHAN LINE, STL. NO. 519, N.T.

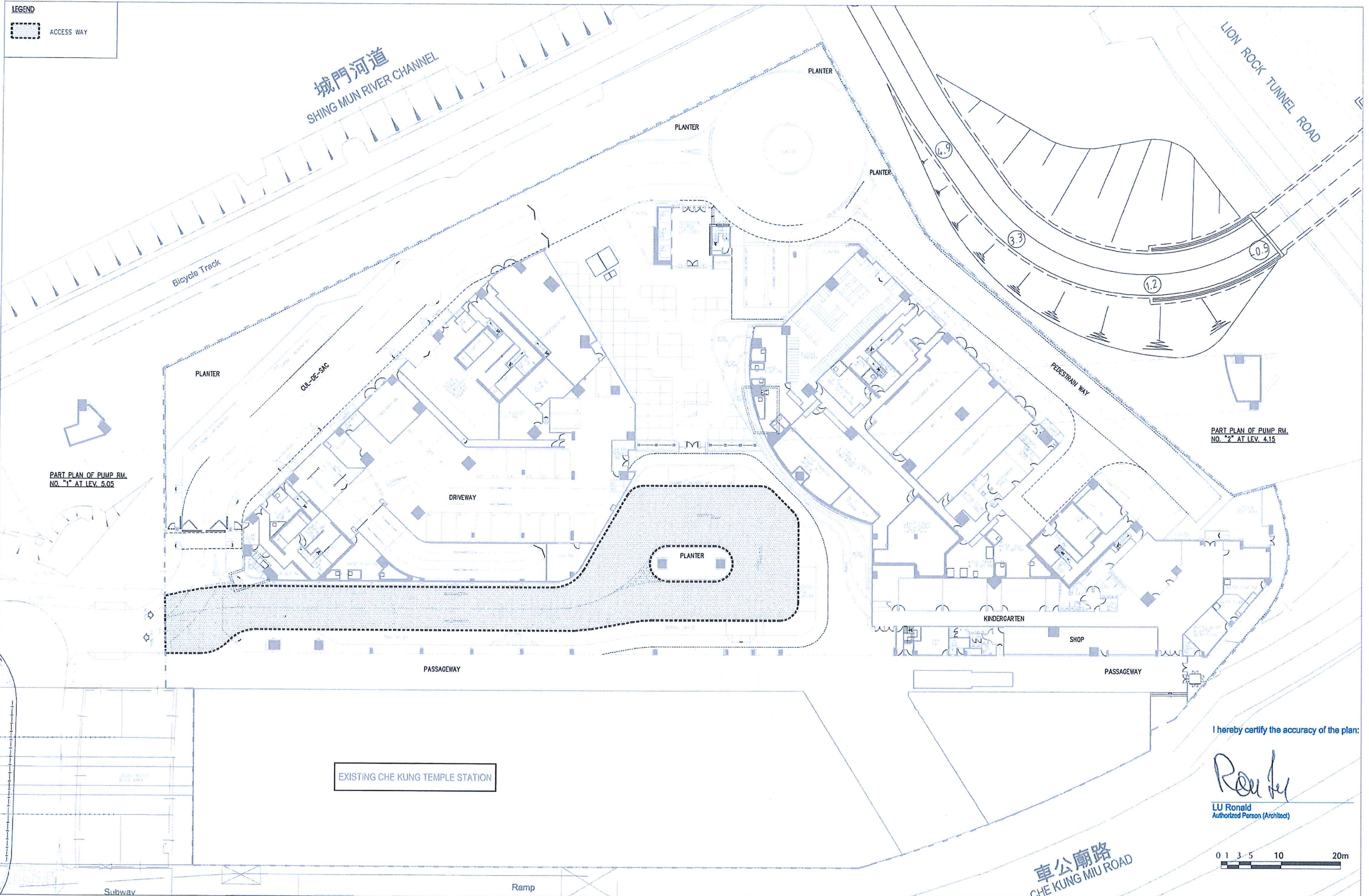
Drawing Title
GROUND FLOOR PLAN

Project No.
E005017
Issue Date
APR 2013
Scale
1:1000
Drawing No.
A/01C/01/1

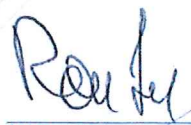
Authorised Person's Signature
Authority's / Client's Approval

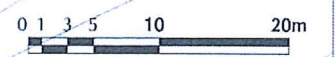
LEGEND

 ACCESS WAY



I hereby certify the accuracy of the plan:


LU Ronald
 Authorized Person (Architect)



Rev.	Description	Drawn	Checked	Approved	Date
1	FAST ISSUE	CM	JCASC	M	28/11/11
2	REV. ISSUE	CM	JCASC	M	08/02/12
3	REV. ISSUE	CM	JCASC	M	23/04/11
4	REV. ISSUE	CM	JCASC	M	23/04/11

Rev.	Description	Drawn	Checked	Approved	Date
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2	REV. ISSUE	CM	JCASC	M	08/02/12
3	REV. ISSUE	CM	JCASC	M	23/04/11
4	REV. ISSUE	CM	JCASC	M	23/04/11

RONALD LU & PARTNERS
 Structural and Geotechnical Consultant
 RONG PAE LEE & ASSOCIATES
 ENGINEERS & ARCHITECTS LTD.
 榮柏林 吳文輝 吳文輝 吳文輝
 218, Queen's Road East, Hong Kong

DELUXE SIGN LIMITED
 IN JOINT VENTURE WITH
 **PROPERTY DIVISION**
 MTR Corporation Limited

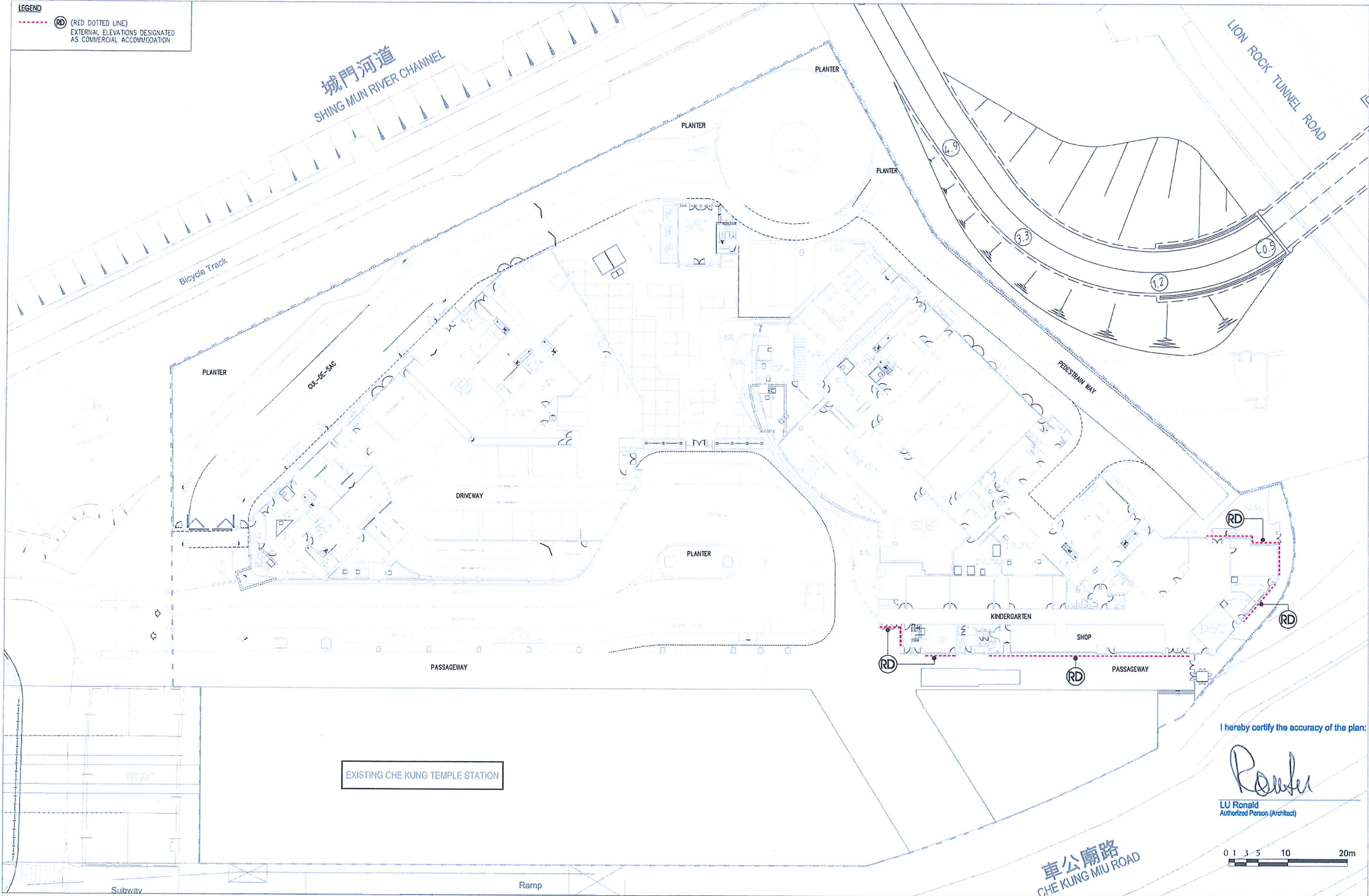
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Drawing Title: **GROUND FLOOR PLAN (DEMARICATION OF ACCESS WAY)**

Project No: **ES05211**
 Issue Date: **APR. 2013**
 Drawing No: **A/CNC/01/A**

Authorized Person's Signature: _____
 Authority's / Client's Approval: _____

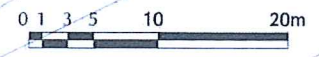
LEGEND
 (RD) (RED DOTTED LINE)
 EXTERNAL ELEVATIONS DESIGNATED
 AS COMMERCIAL ACCOMMODATION



I hereby certify the accuracy of the plan:

Ronald Lu

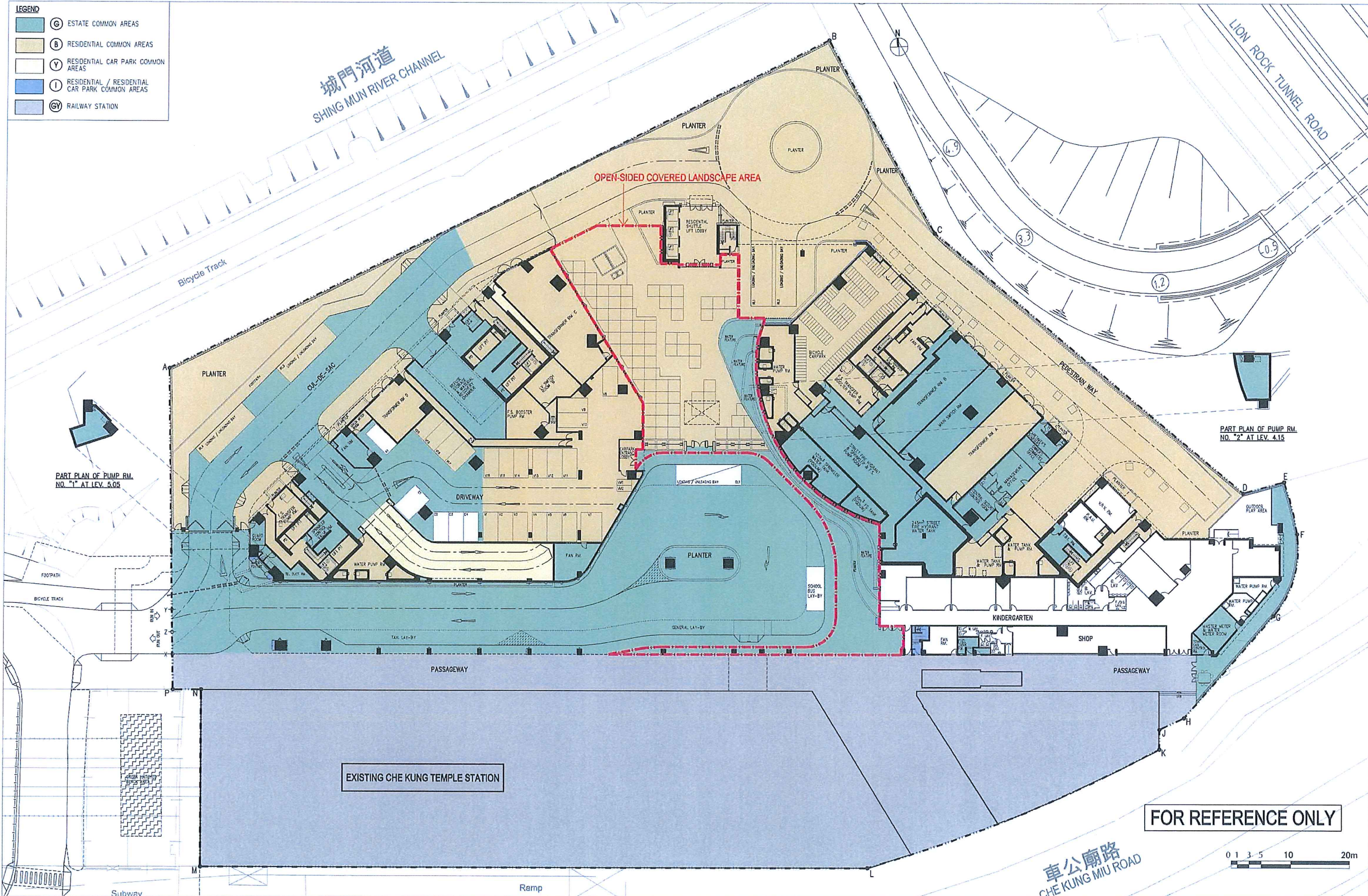
LU Ronald
 Authorized Person (Architect)



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3	Rev. 05/13	CWL	JC/ABC	KL	22/07/13																																																				

LEGEND

	ESTATE COMMON AREAS
	RESIDENTIAL COMMON AREAS
	RESIDENTIAL CAR PARK COMMON AREAS
	RESIDENTIAL / RESIDENTIAL CAR PARK COMMON AREAS
	RAILWAY STATION



FOR REFERENCE ONLY



Rev.	Description	Drawn	Checked	Approved	Date
1	ISSUE FOR PERMIT	CEL	LSC	W	16/02/12

Drawn By:	CEL	16/02/12
Checked By:	LSC	16/02/12
Approved By:	W	16/02/12

Structural and Geotechnical Consultant
PENG PAK LAM & ASSOCIATES
 彭柏麟 建築及地質工程顧問有限公司

Client
DELUXE SIGN LIMITED
 IN JOINT VENTURE WITH
MTR PROPERTY DIVISION

Project Manager
NW PROJECT MANAGEMENT LTD

ronald lu & partners
 Ronald Lu & Partners (Hong Kong) Ltd.
 呂元祥 建築師事務所 (香港) 有限公司
 23rd Floor, WU Chung House,
 313, Cheung's Road East,
 Wanchai, Hong Kong
 Telephone : (852) 2881 2212
 Facsimile : (852) 2834 8422

Project Title
RESIDENTIAL DEVELOPMENT AT CHE KUNG TEMPLE STATION, MA ON SHAN LINE, STL NO. S19, N.T.

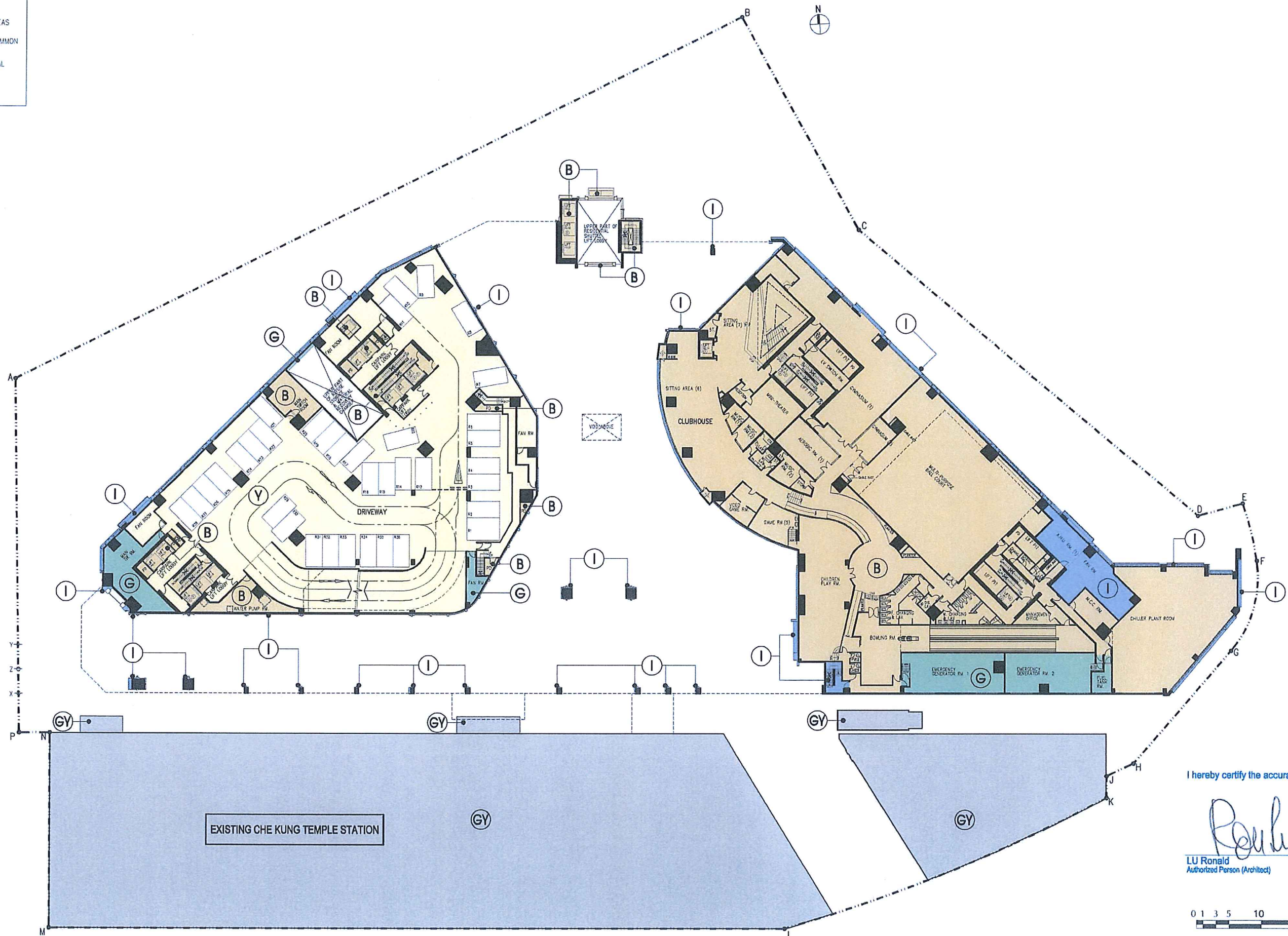
Drawing Title
GROUND FLOOR PLAN

Project No.
 0828/01
 Issue Date
 FEB 2012
 Scale
 1:1000
 Drawing No.
 A/DWG/01/C

Authorized Person's Signature
 Authority / Client's Approval

LEGEND

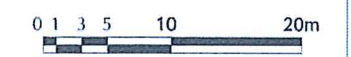
	ESTATE COMMON AREAS
	RESIDENTIAL COMMON AREAS
	RESIDENTIAL CARPARK COMMON AREAS
	RESIDENTIAL / RESIDENTIAL CARPARK COMMON AREAS
	RAILWAY STATION



I hereby certify the accuracy of the plan:

Ronald Lu

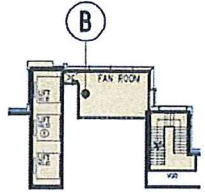
LU Ronald
Authorized Person (Architect)



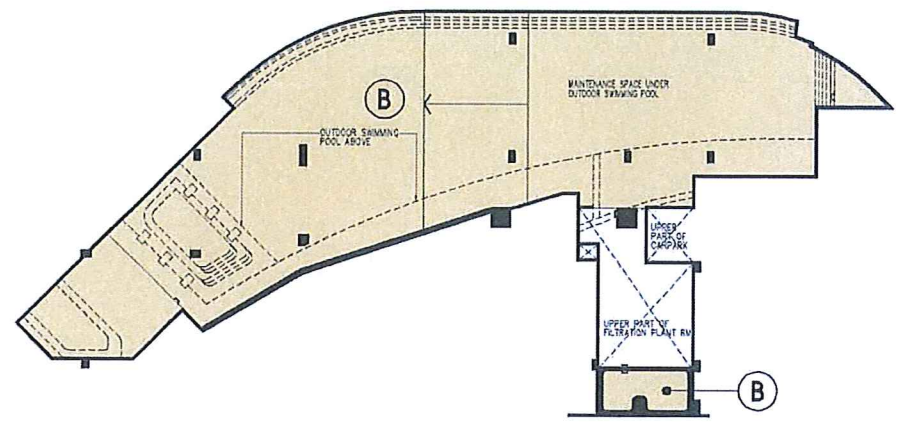
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Rev	Description	Drawn	Checked	Approved	Date																																								
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LEGEND

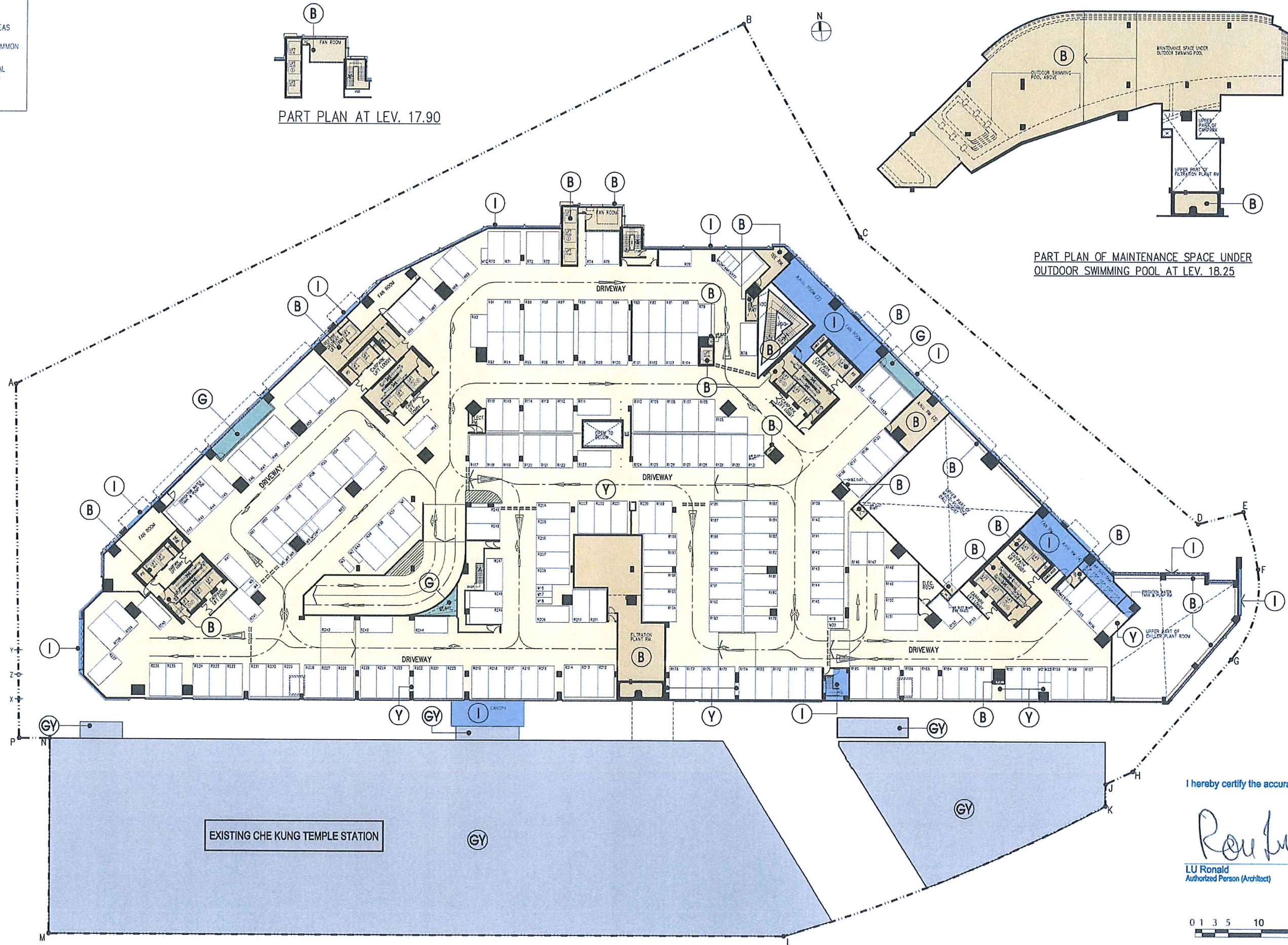
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	Ⓑ RESIDENTIAL COMMON AREAS
	Ⓨ RESIDENTIAL CARPARK COMMON AREAS
	Ⓛ RESIDENTIAL / RESIDENTIAL CARPARK COMMON AREAS
	ⒼⓎ RAILWAY STATION



PART PLAN AT LEV. 17.90



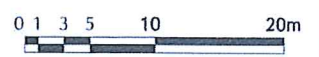
PART PLAN OF MAINTENANCE SPACE UNDER OUTDOOR SWIMMING POOL AT LEV. 18.25



I hereby certify the accuracy of the plan:

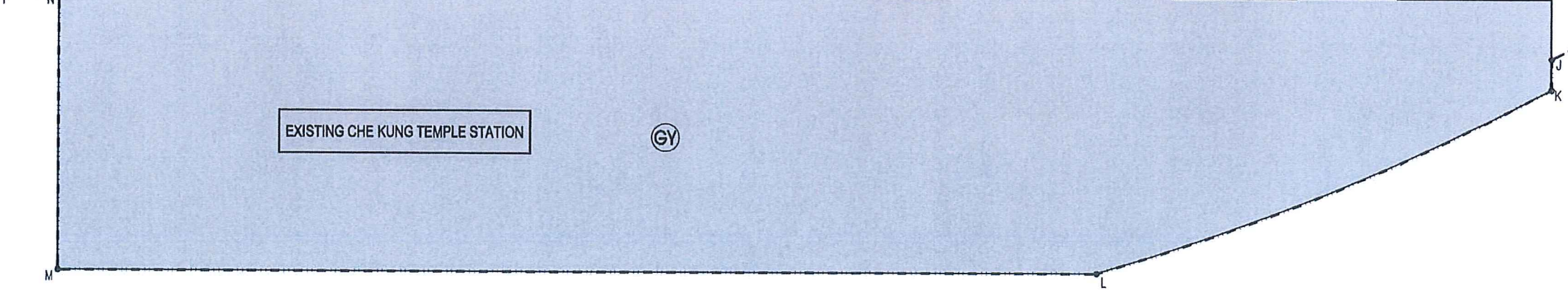
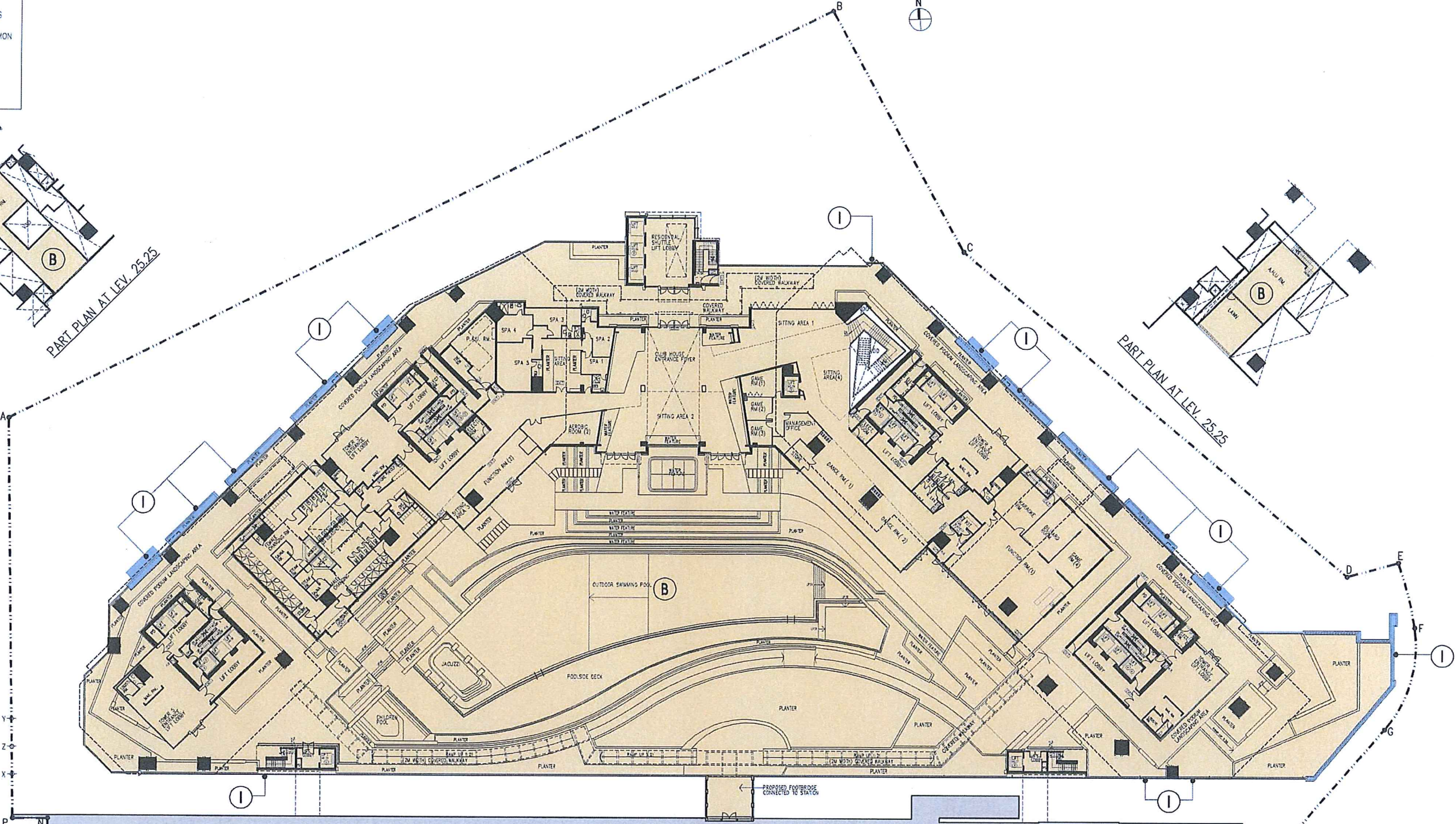
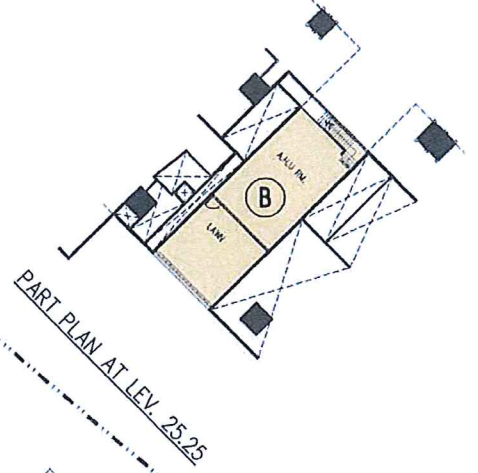
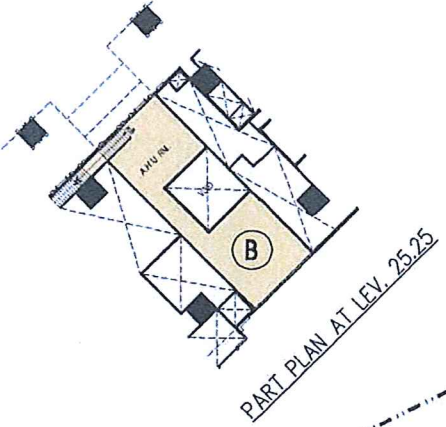
Ronald Lu

LU Ronald
Authorized Person (Architect)



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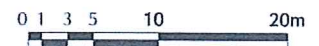
- LEGEND**
- (G) ESTATE COMMON AREAS
 - (B) RESIDENTIAL COMMON AREAS
 - (Y) RESIDENTIAL CARPARK COMMON AREAS
 - (I) RESIDENTIAL / RESIDENTIAL CARPARK COMMON AREAS
 - (GY) RAILWAY STATION



I hereby certify the accuracy of the plan:

Ronald Lu

LU Ronald
Authorized Person (Architect)



Rev.	Description	Drawn	Checked	Approved	Date
1	ISSUE	CM	JCS	NI	28/01/11
A	REVISED	CM	JCS	NI	18/02/11
B	REVISED	CM	JCS	NI	23/02/11
C	REVISED	CM	JCS	NI	23/02/11

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Structural and Geotechnical Consultant
WONG PAK LAM & ASSOCIATES
 CONSULTING ENGINEERS & ARCHITECTS LTD.
 榮華林建築師有限公司
 Project Manager
NW PROJECT MANAGEMENT LTD

Client
DELUXE SIGN LIMITED
 IN JOINT VENTURE WITH
MTR PROPERTY DEVELOPMENT
 港鐵物業發展有限公司 MTR Corporation Limited

Architect
Ronald Lu & Partners
 Ronald Lu & Partners (Hong Kong) Ltd.
 呂榮華建築師事務所 (香港) 有限公司
 31st Floor, Wai Cheung Hotel, 278, Cheung Kow Street, Hong Kong
 Telephone: (852) 2591 2212
 Facsimile: (852) 2534 8142

Project Title
RESIDENTIAL DEVELOPMENT AT CHE KUNG TEMPLE STATION, MA ON SHAN LINE, STIL NO. 519, N.T.




Drawing Title
3RD FLOOR PLAN

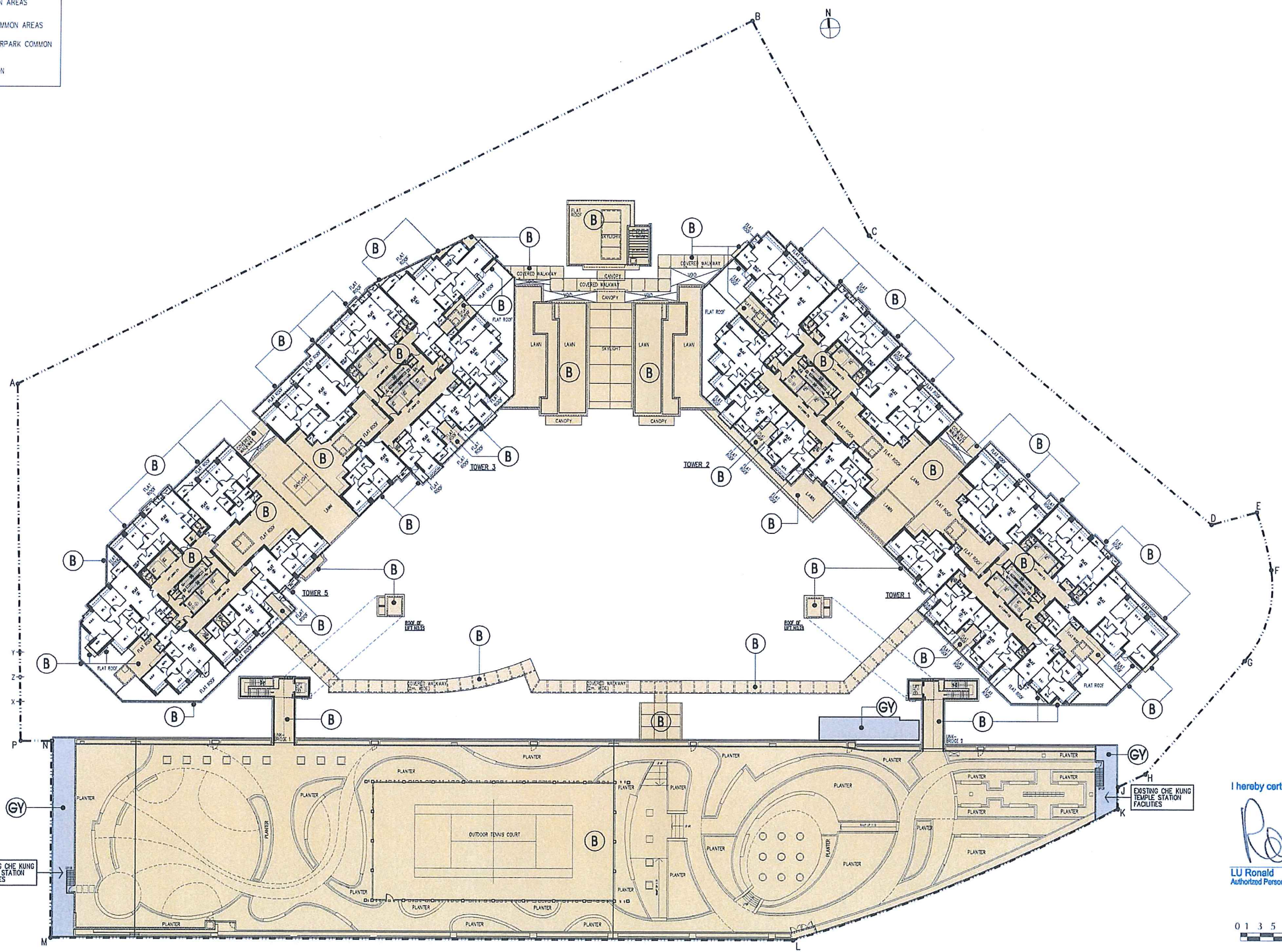
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 Issue Date
 APR. 2013
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 A/0VC/04

Authorized Person's Signature
 (Signature)

Authority of Client's Approval
 (Signature)

LEGEND

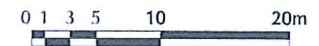
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	RAILWAY STATION



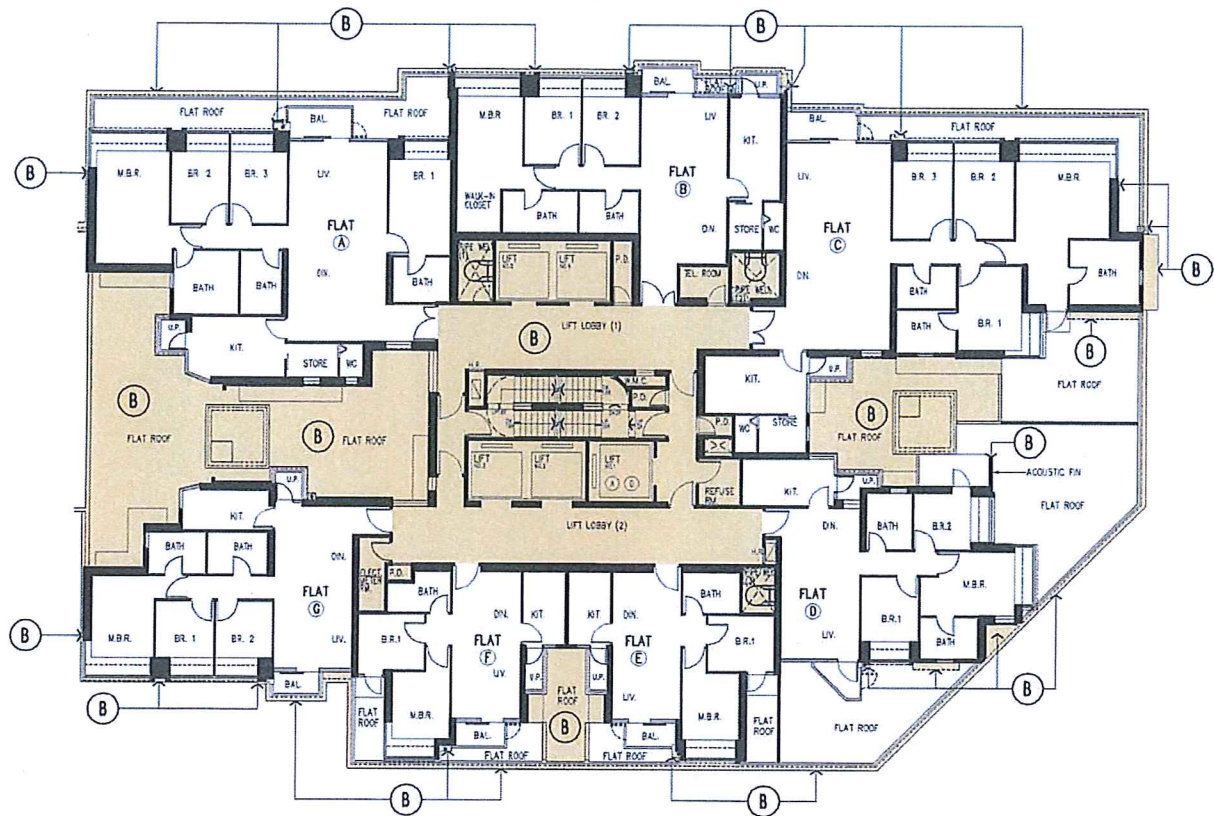
I hereby certify the accuracy of the plan:

Lu Ronald

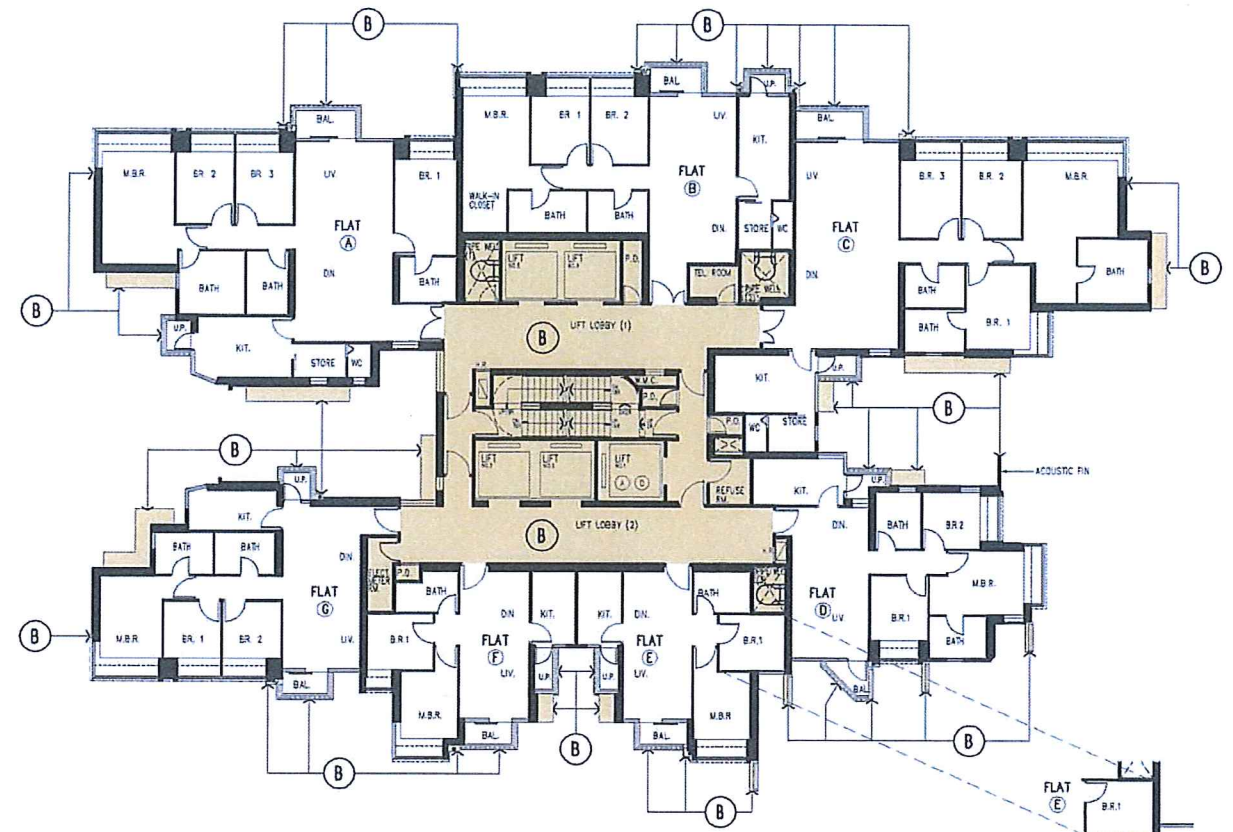
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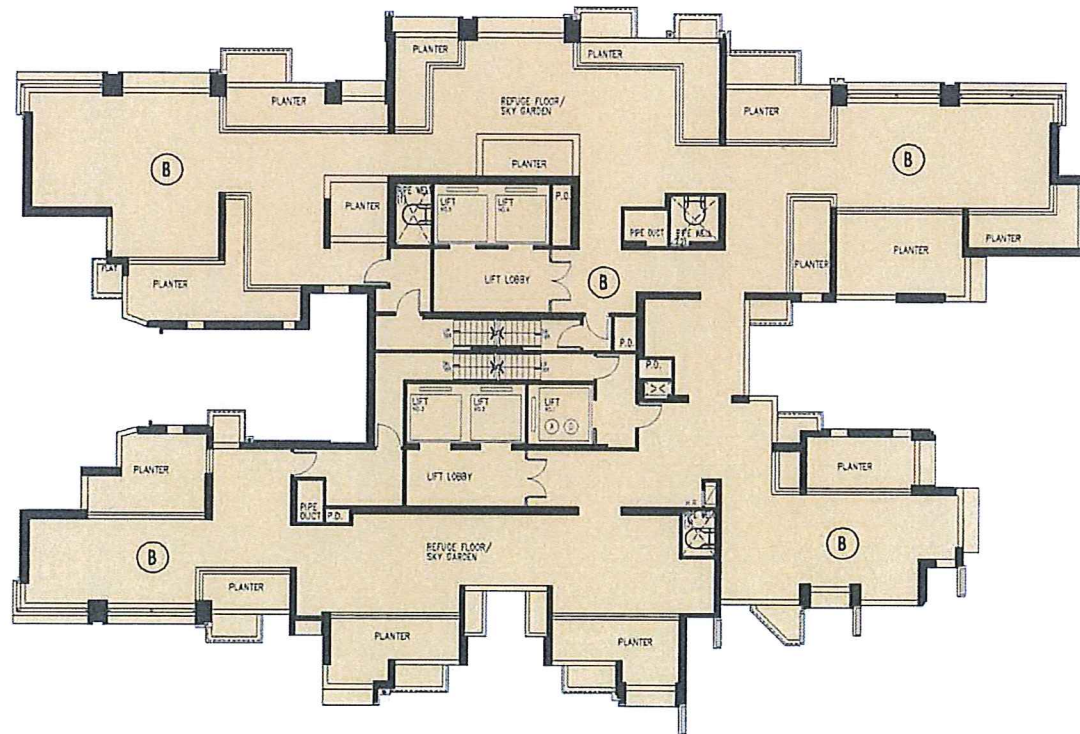


5/F PLAN (TOWER 1)
(1 STOREY)

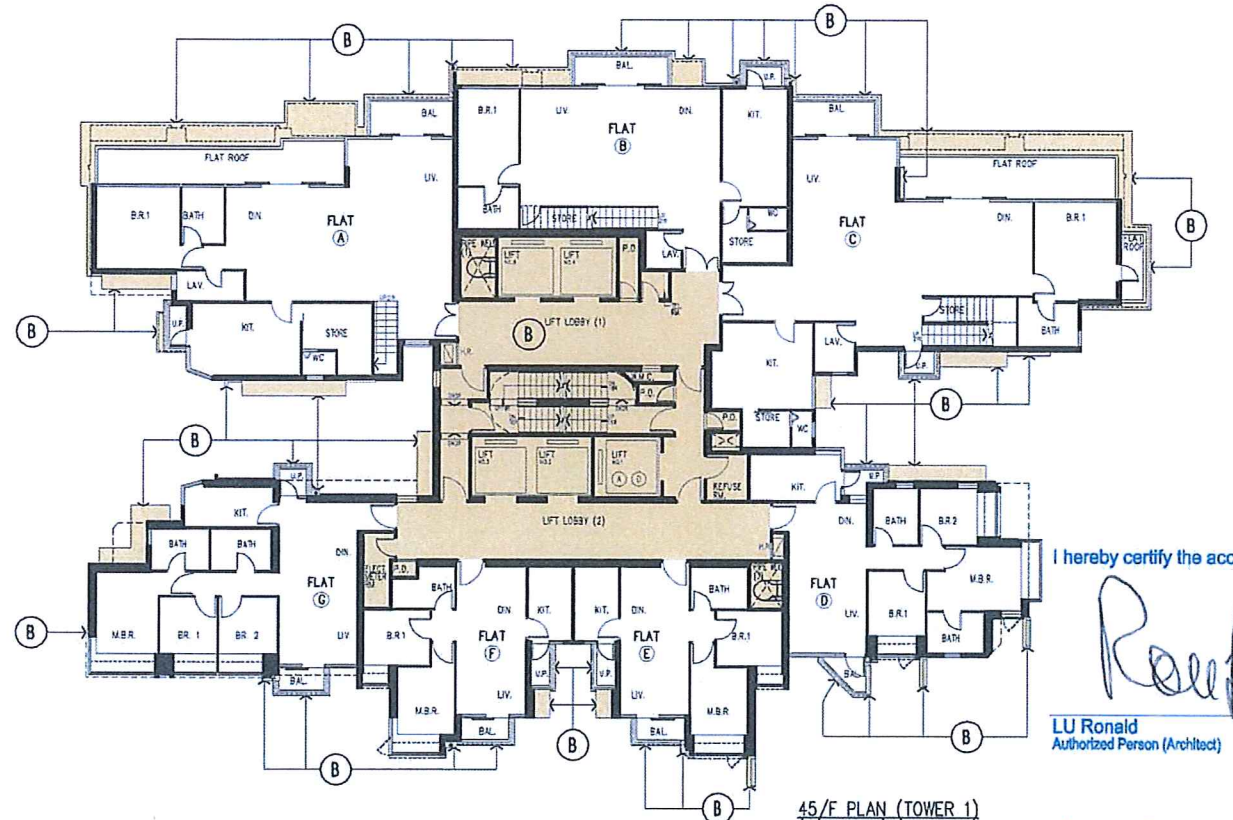


6/F - 43/F PLAN (TOWER 1)
(33 STOREYS)

PART PLAN AT 40/F-43/F
(4 STOREYS)



21/F PLAN (REFUGE FLOOR & COMMUNAL SKYGARDEN)
(TOWER 1) (1 STOREY)



45/F PLAN (TOWER 1)
(1 STOREY)

I hereby certify the accuracy of the plan:

Ronald Lu
LU Ronald
Authorized Person (Architect)

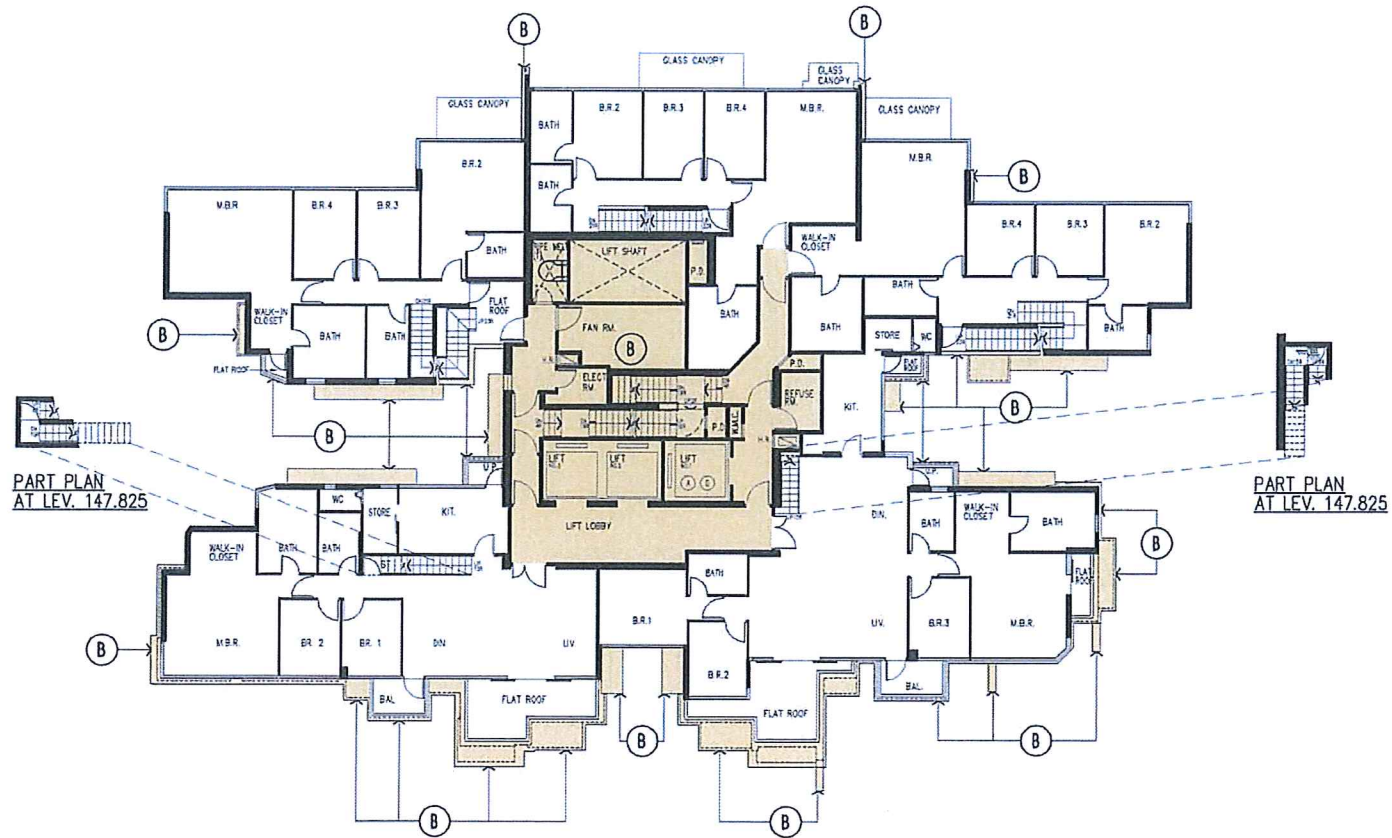


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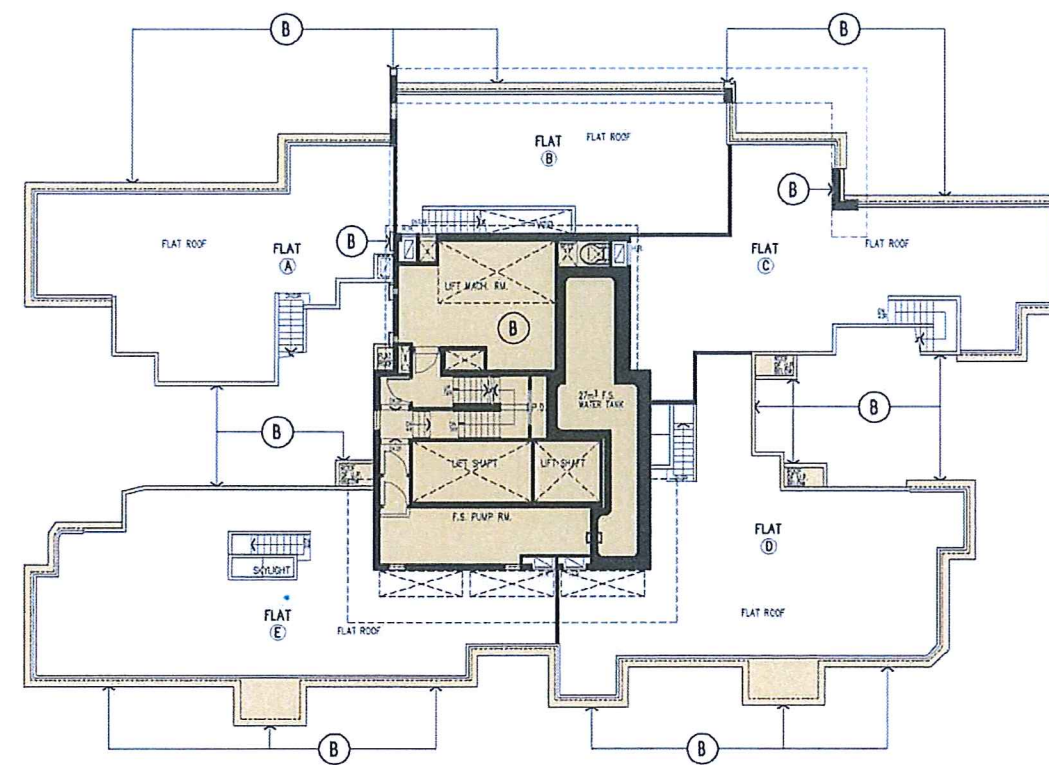
RESIDENTIAL COMMON AREAS

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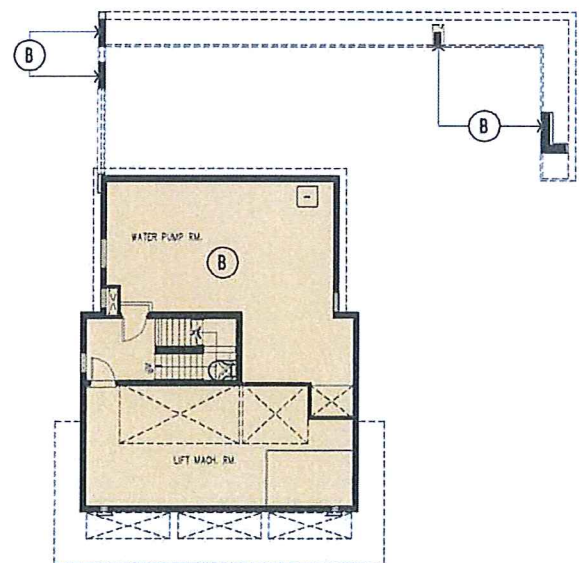
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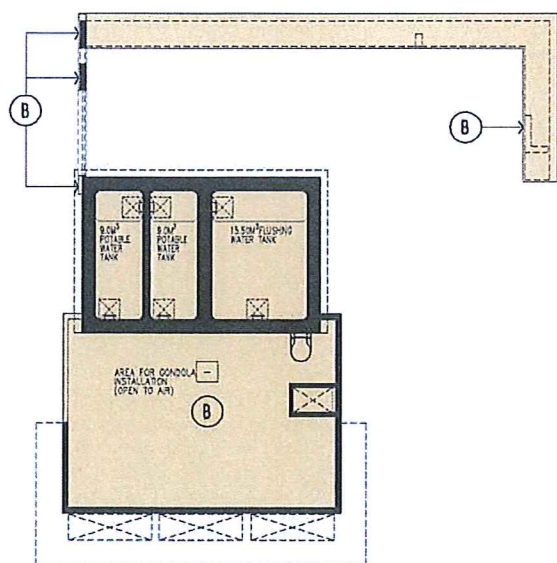
46/F PLAN (TOWER 1)
(1 STOREY)



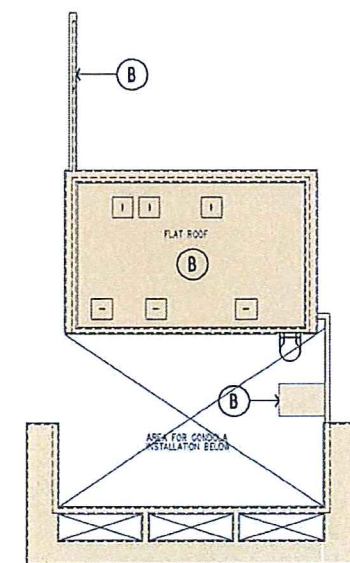
ROOF PLAN (TOWER 1)
(1 STOREY)



UPPER ROOF PLAN (TOWER 1)
(1 STOREY)



LEVEL 155.70 FLOOR PLAN (TOWER 1)
(1 STOREY)



TOP ROOF PLAN (TOWER 1)
(1 STOREY)

LEGEND

(B) RESIDENTIAL COMMON AREAS

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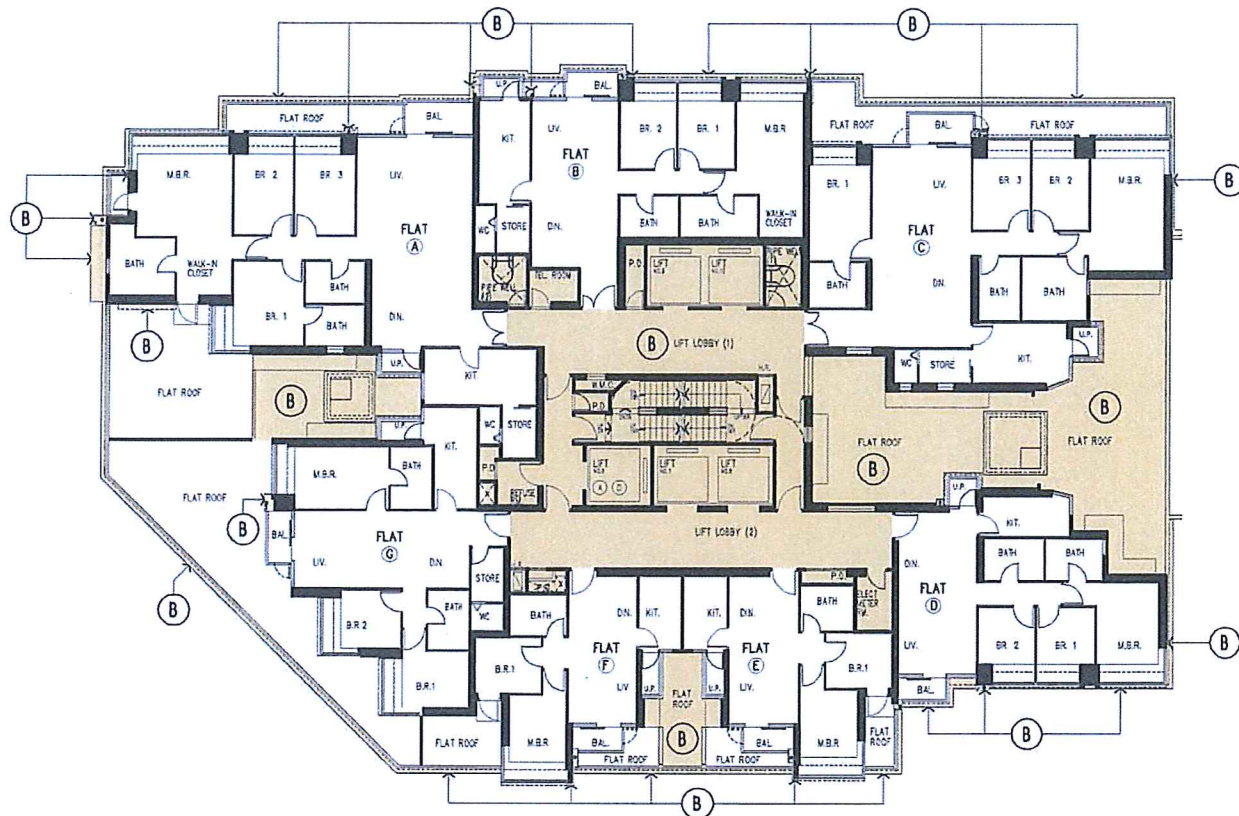
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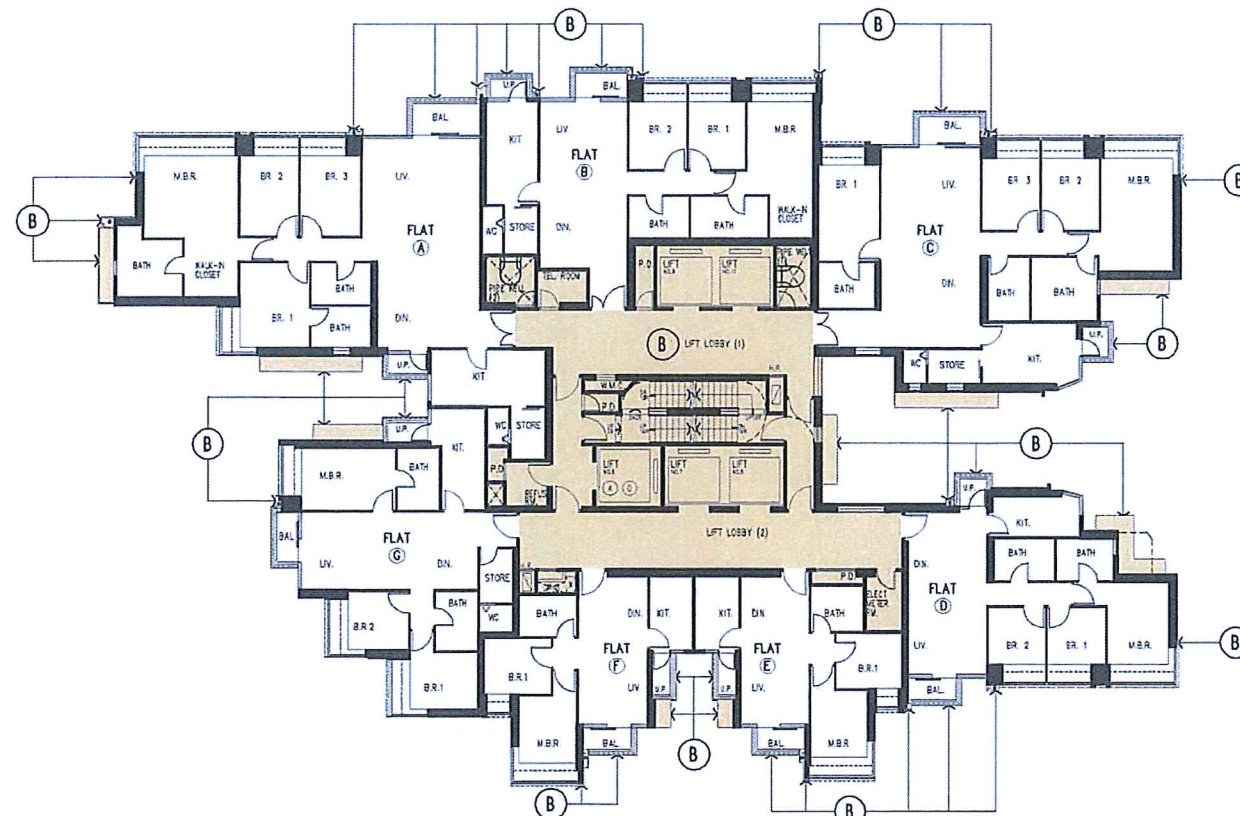
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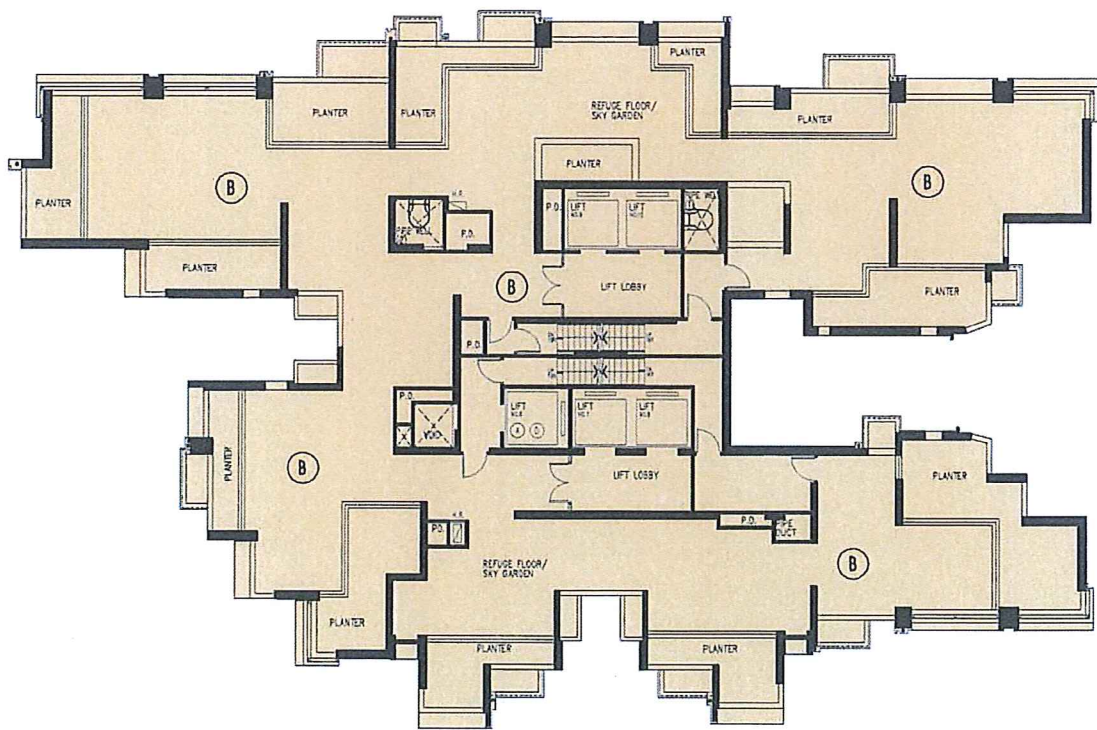
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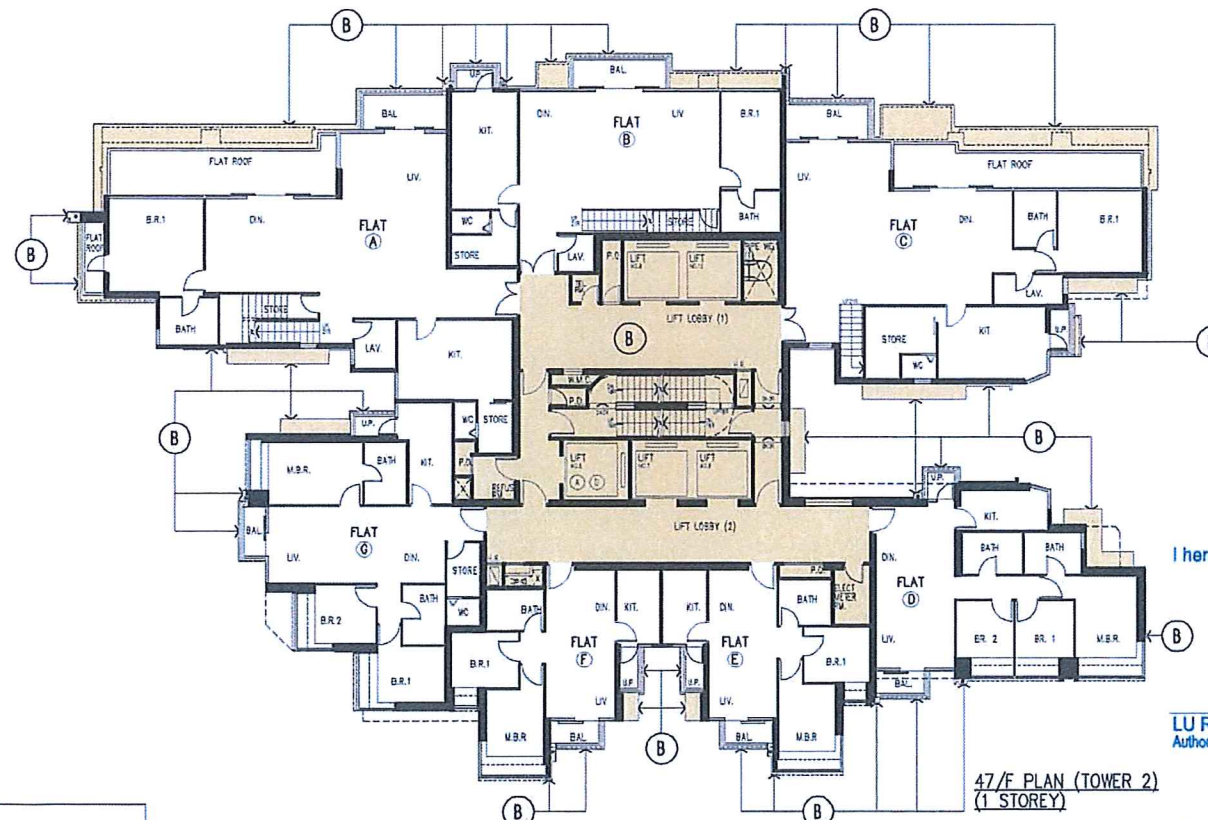
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LEGEND

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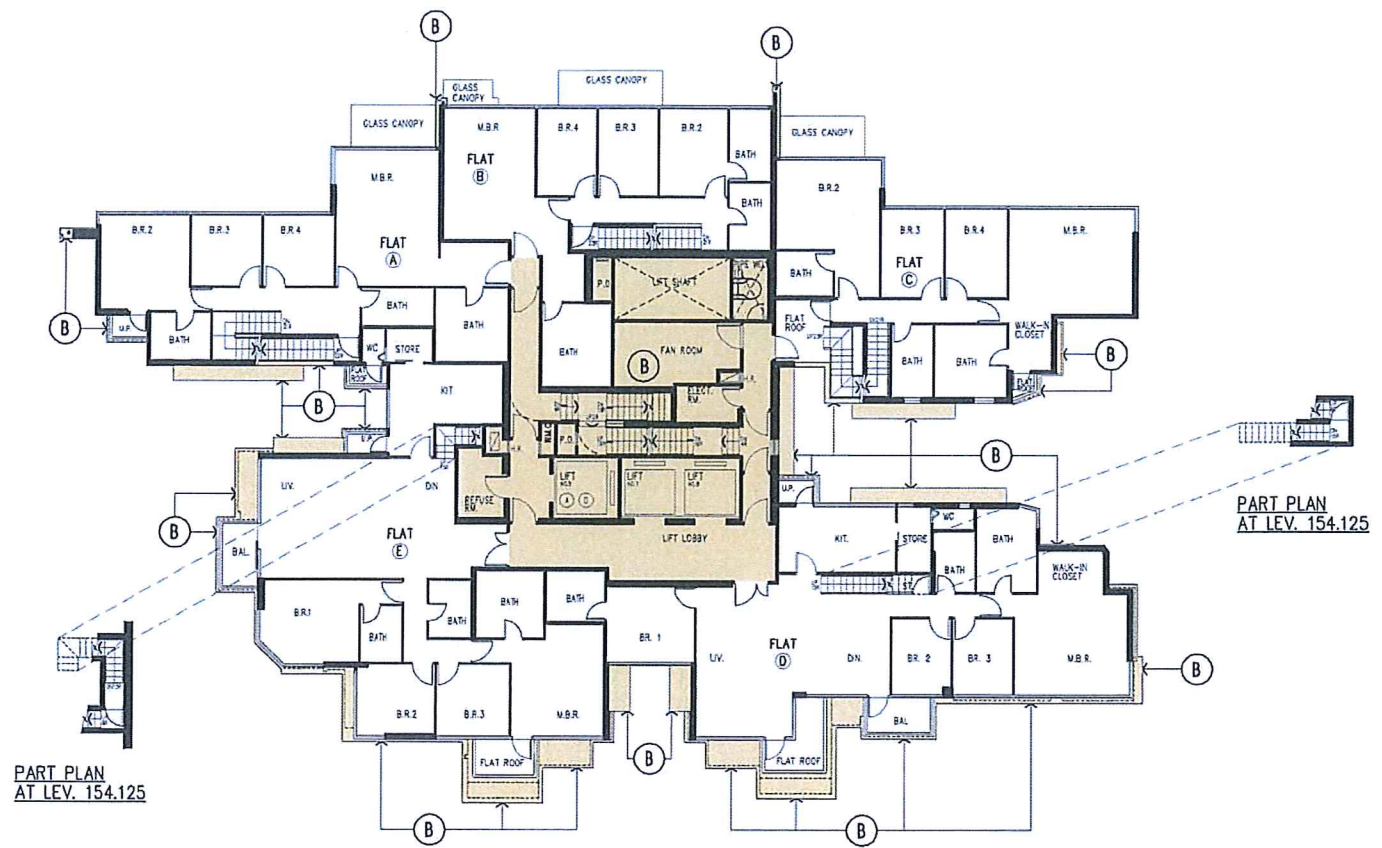
I hereby certify the accuracy of the plan:

Lu Ronald

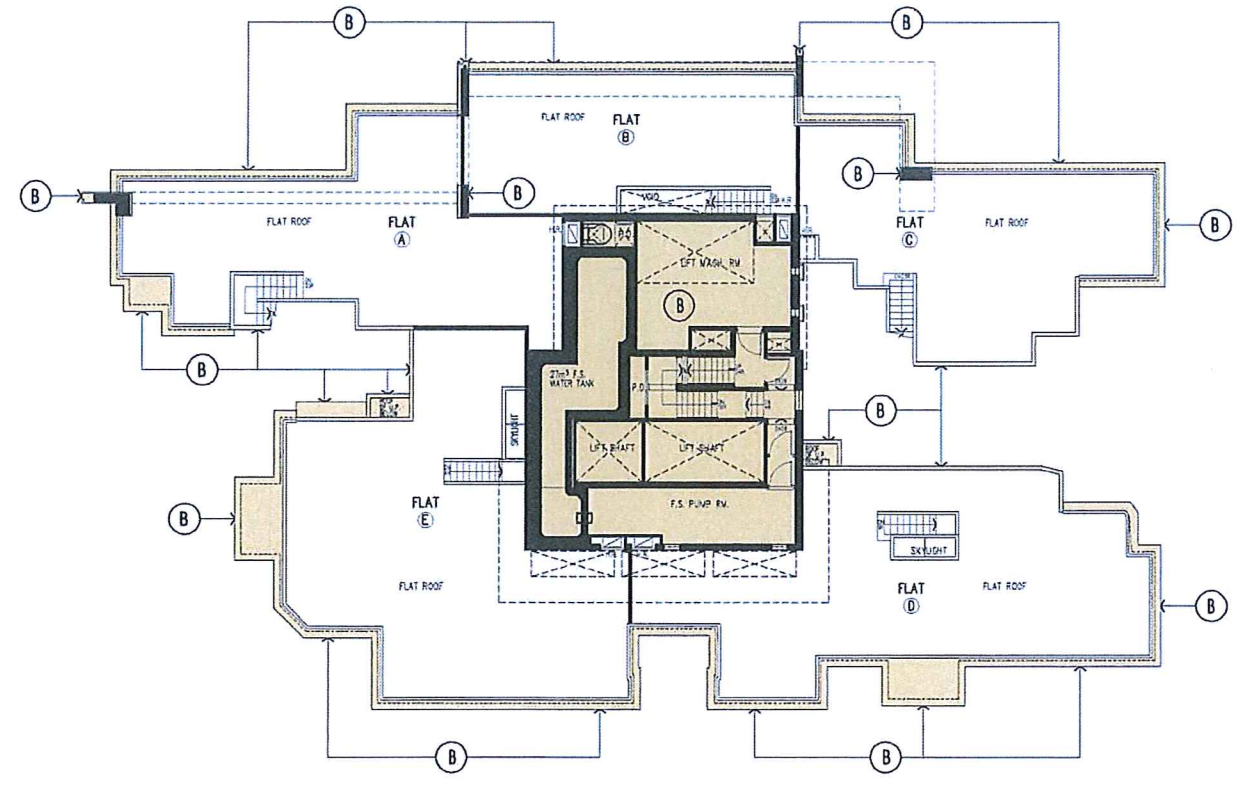
LU Ronald
Authorized Person (Architect)



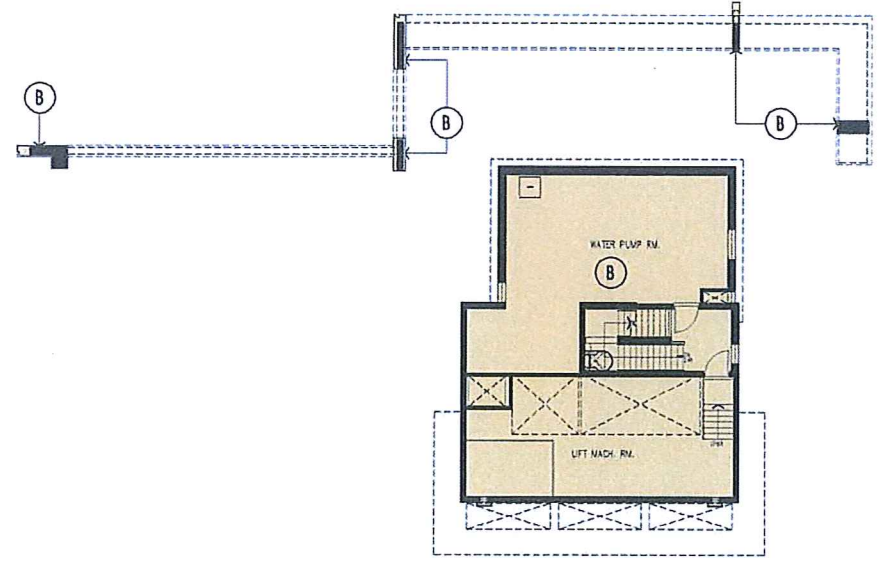
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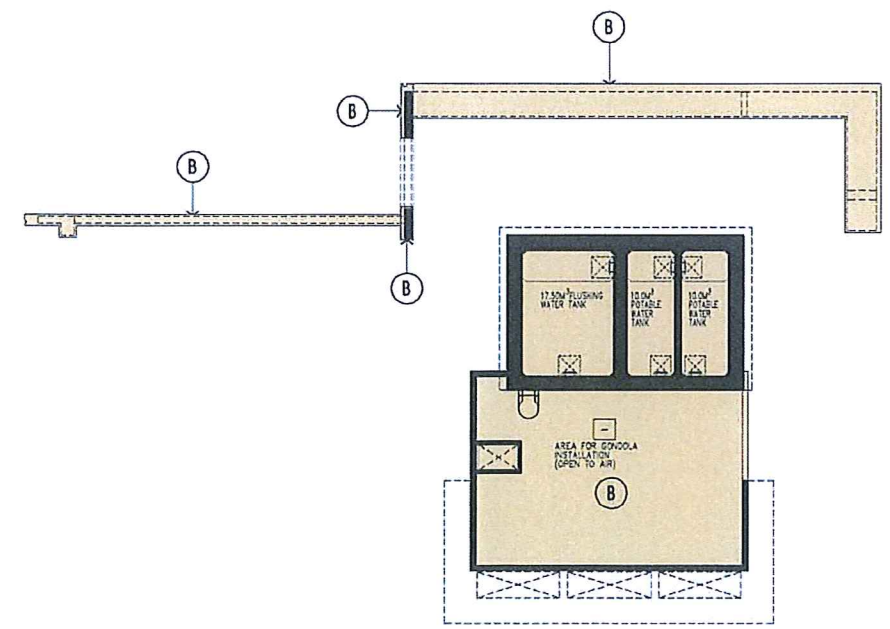
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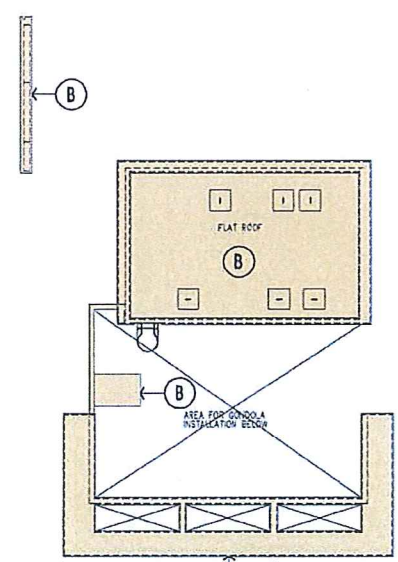
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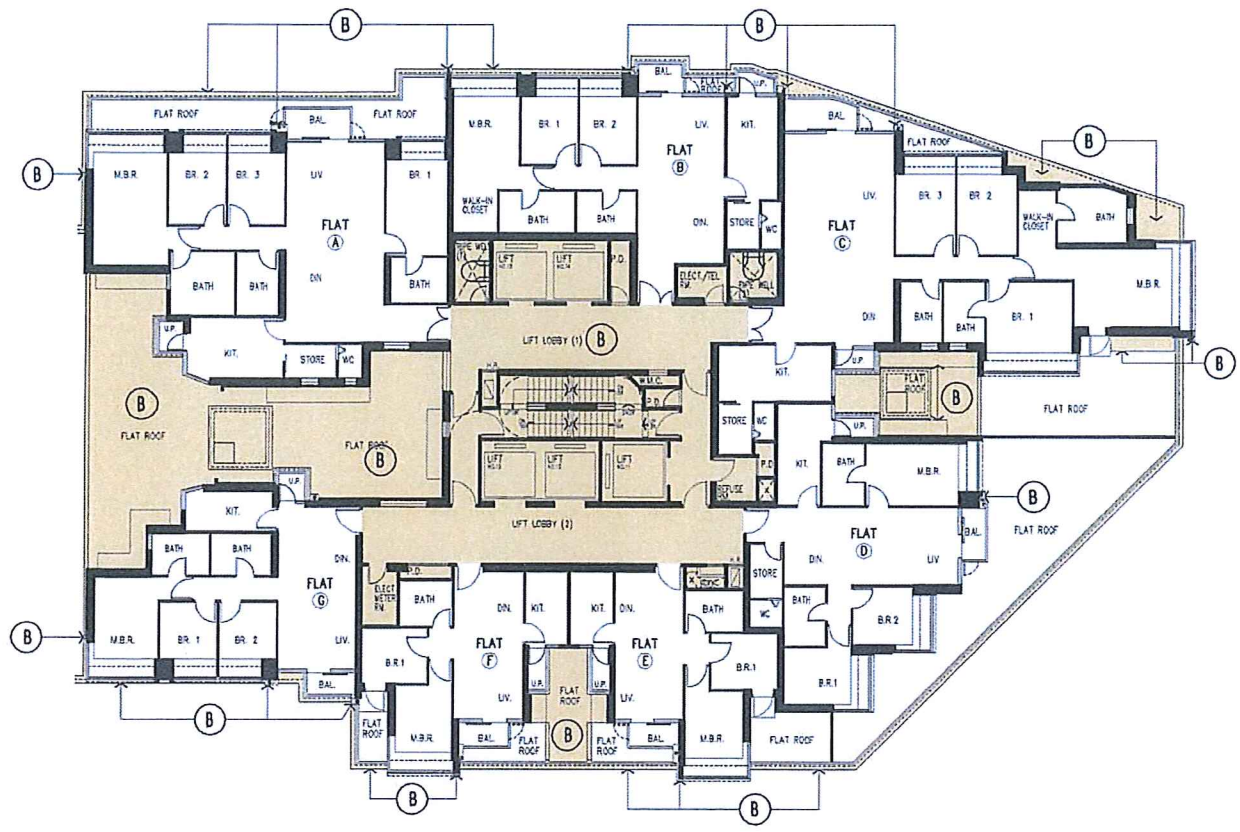
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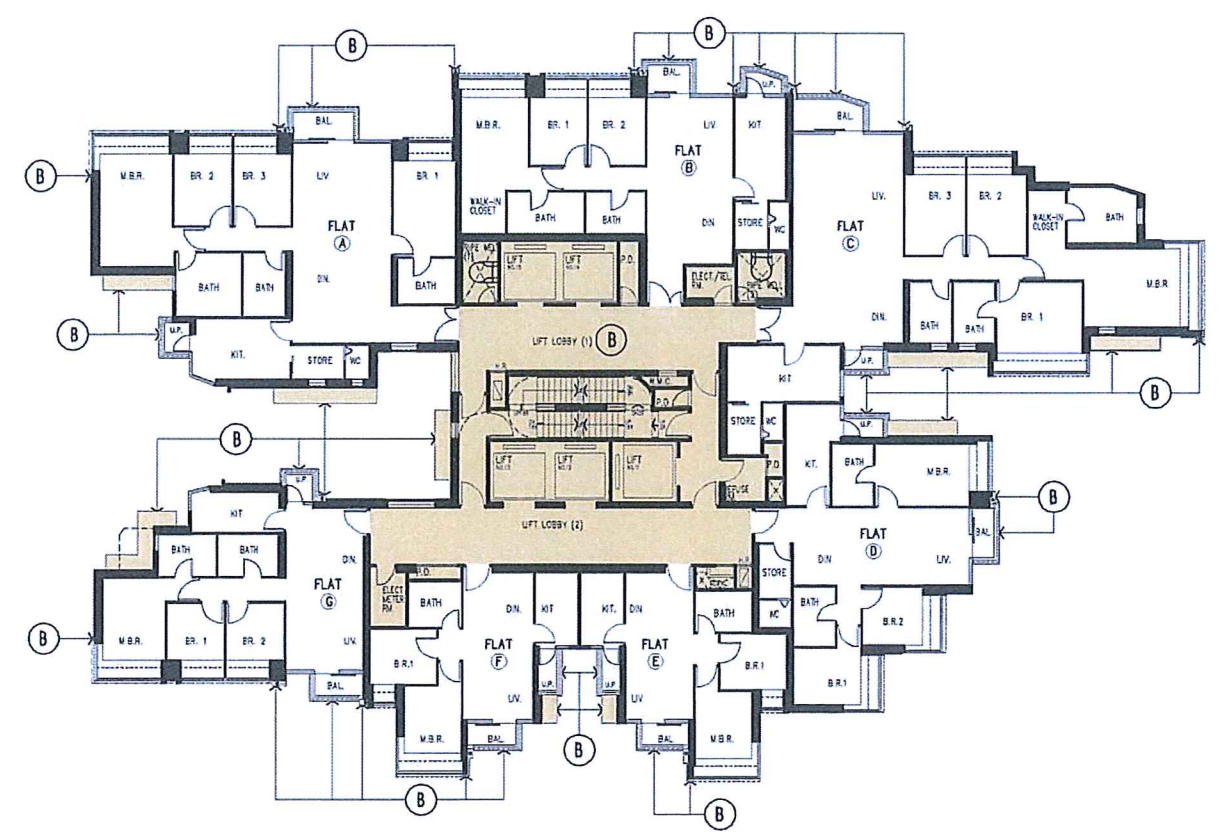
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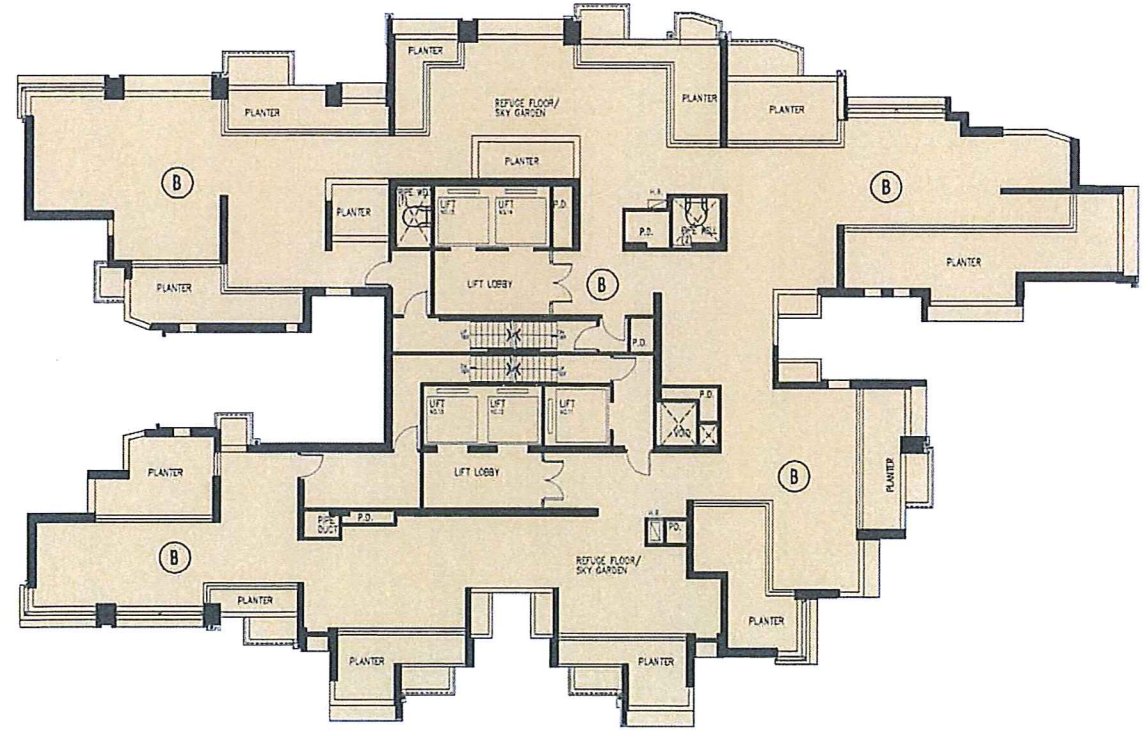
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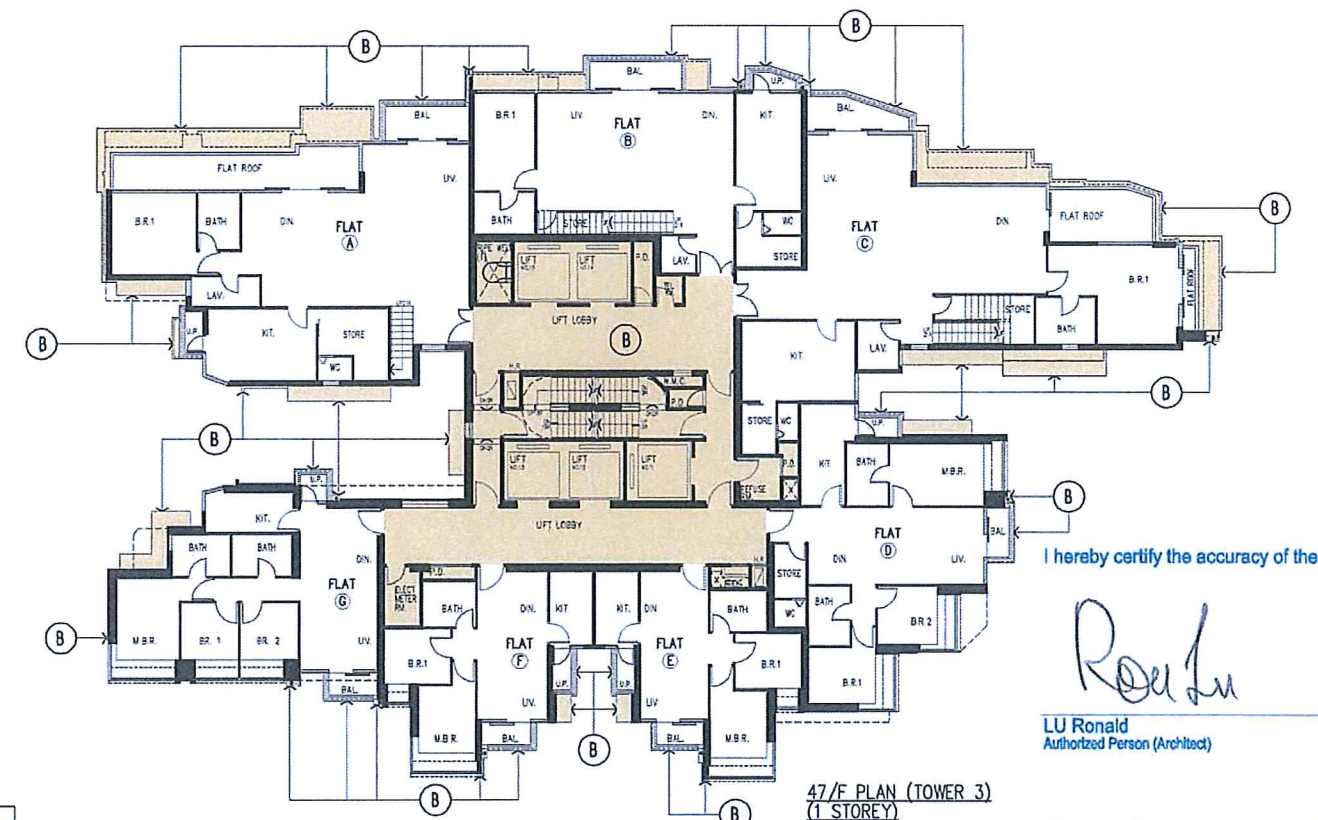
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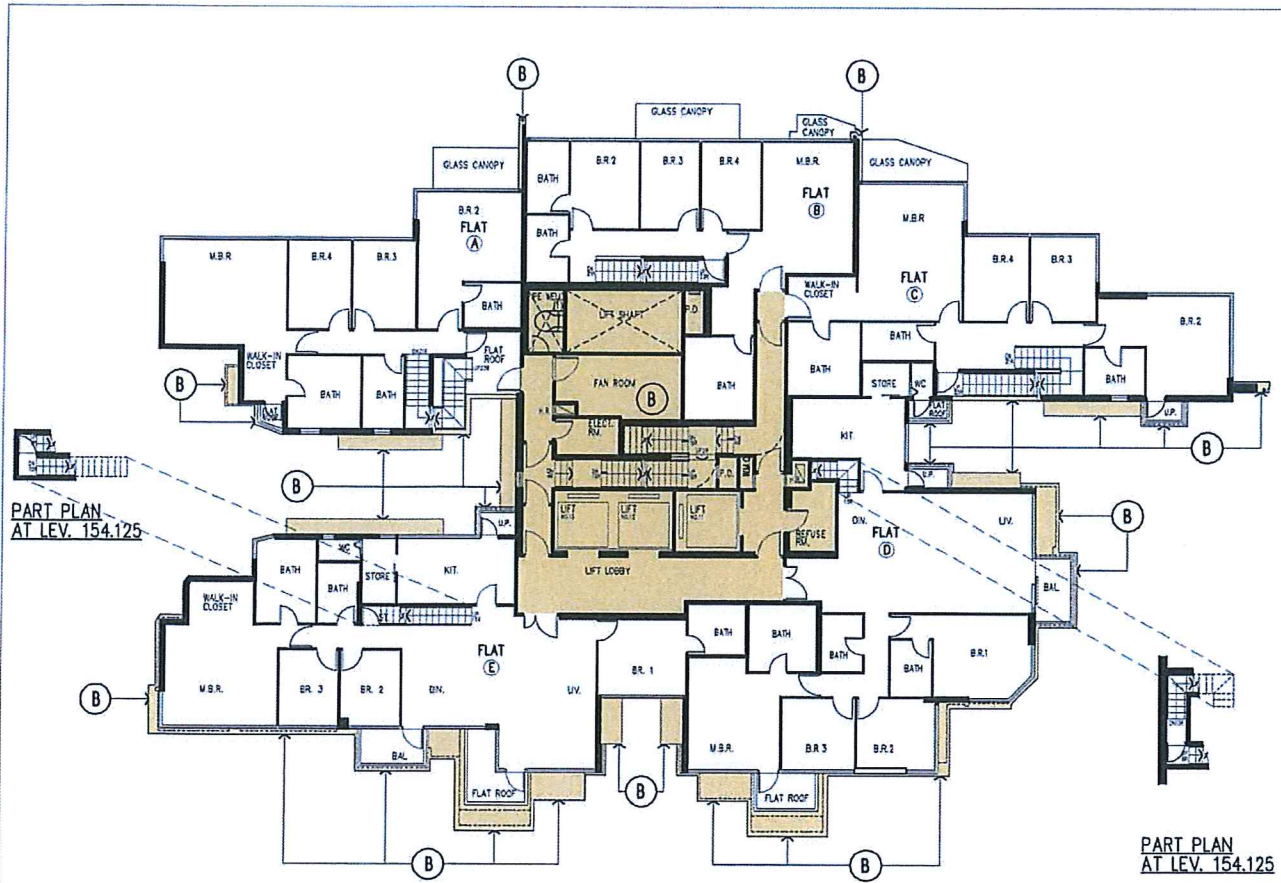
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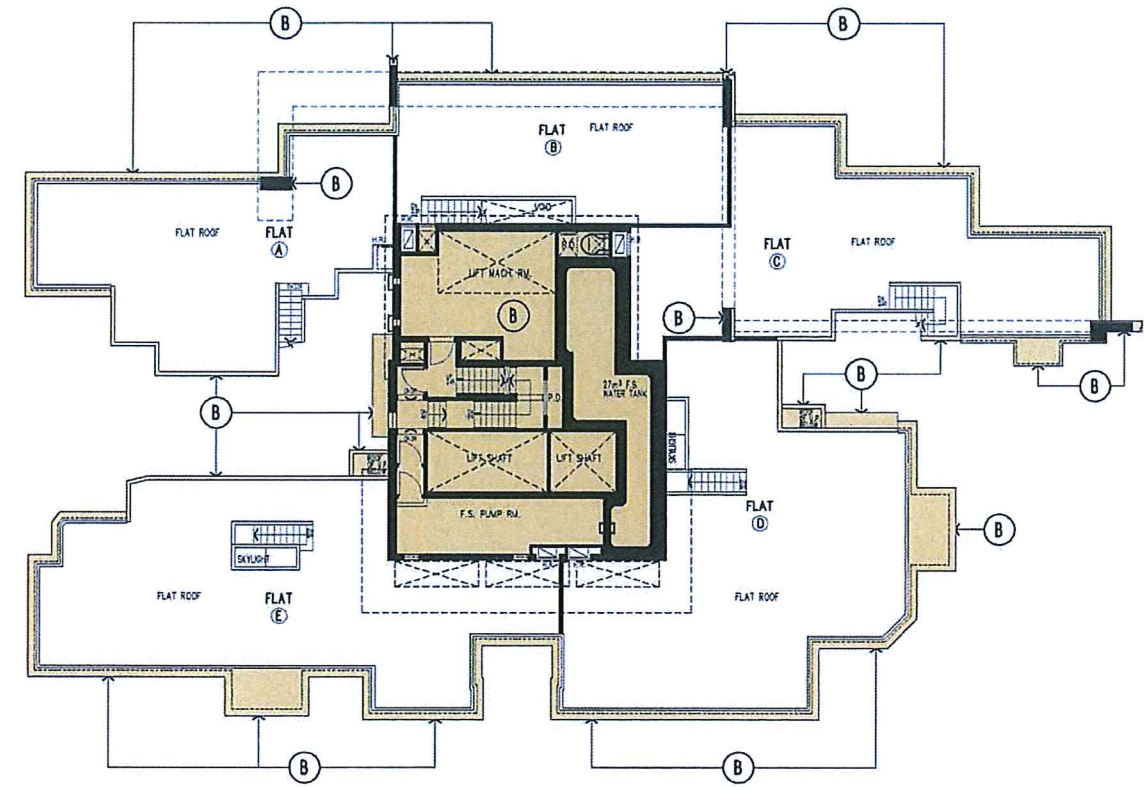
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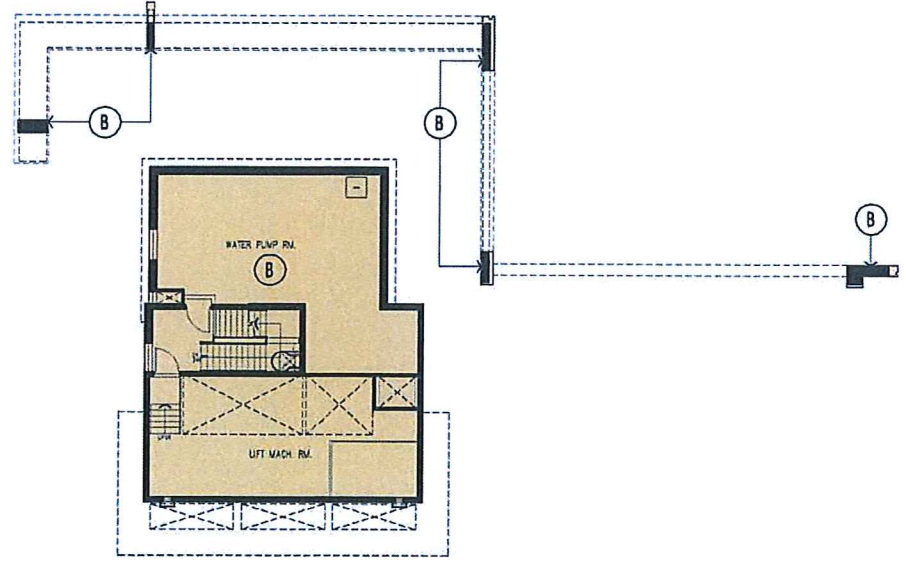
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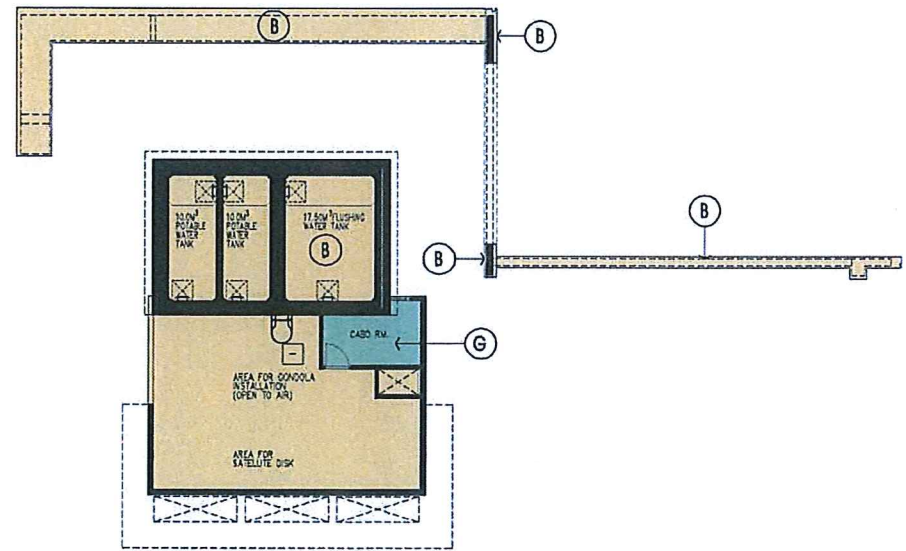
48/F PLAN (TOWER 3)
(1 STOREY)



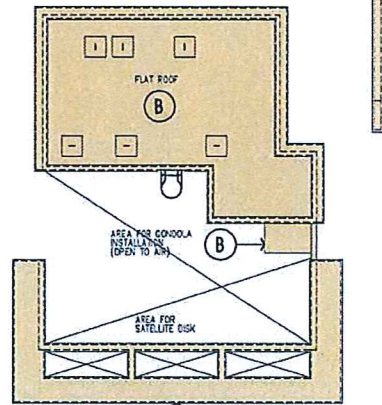
ROOF PLAN (TOWER 3)
(1 STOREY)



UPPER ROOF PLAN (TOWER 3)
(1 STOREY)



LEVEL 162.00 FLOOR PLAN (TOWER 3)
(1 STOREY)



TOP ROOF PLAN (TOWER 3)
(1 STOREY)

LEGEND

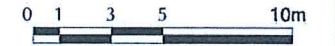
- (G) ESTATE COMMON AREAS
- (B) RESIDENTIAL COMMON AREAS

NOTE:
(1) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F & 44/F FOR TOWER 1, 2, 3, 5 IN THE NOMENCLATURE SYSTEM FOR NUMBERING OF TOWERS & FLOORS

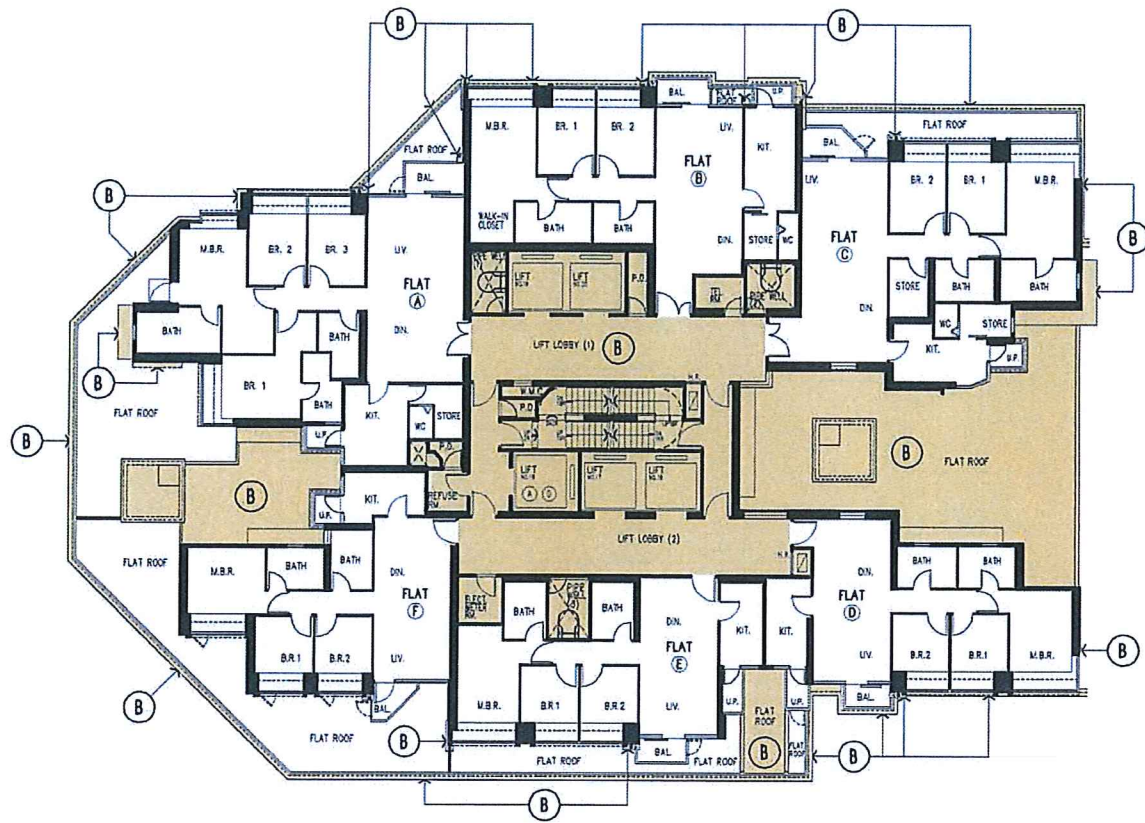
I hereby certify the accuracy of the plan:

Ronald Lu

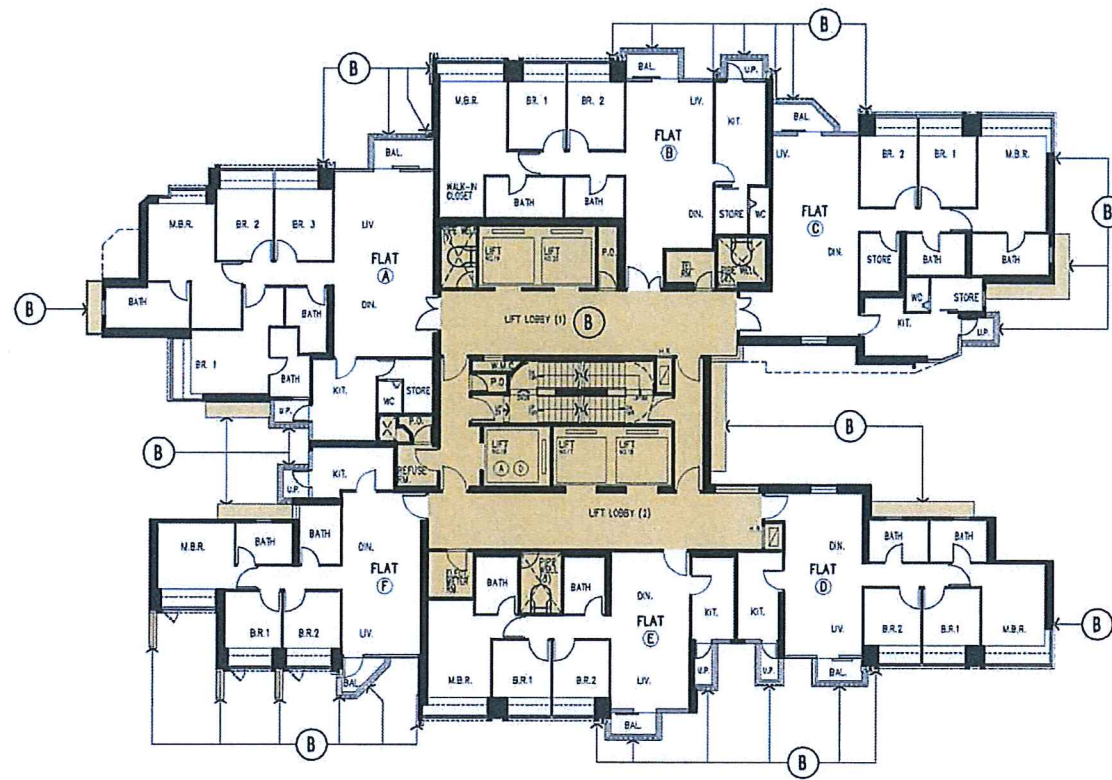
LU Ronald
Authorized Person (Architect)



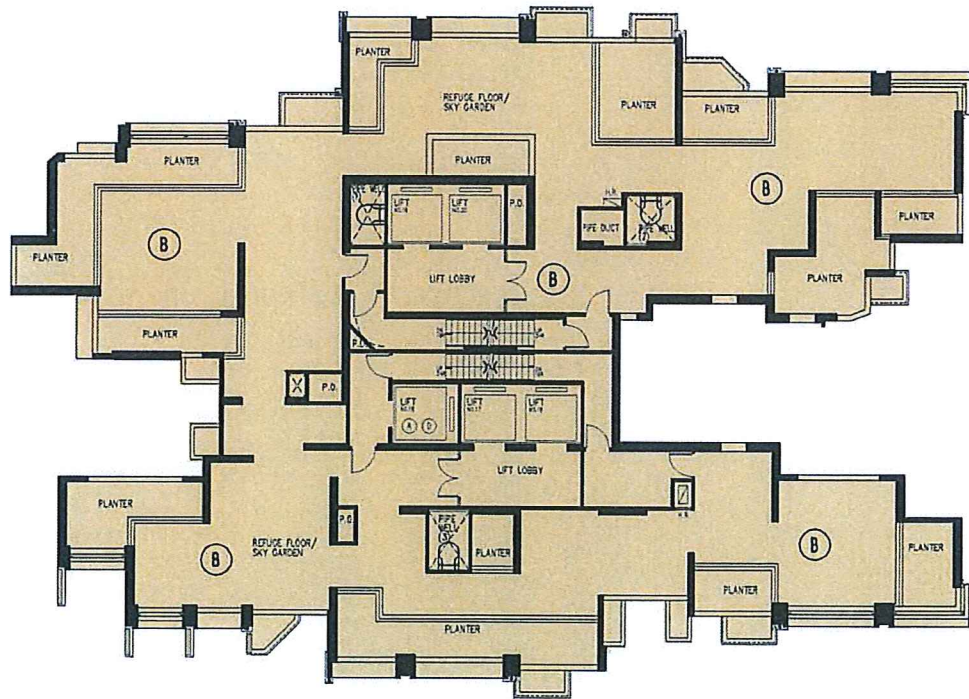
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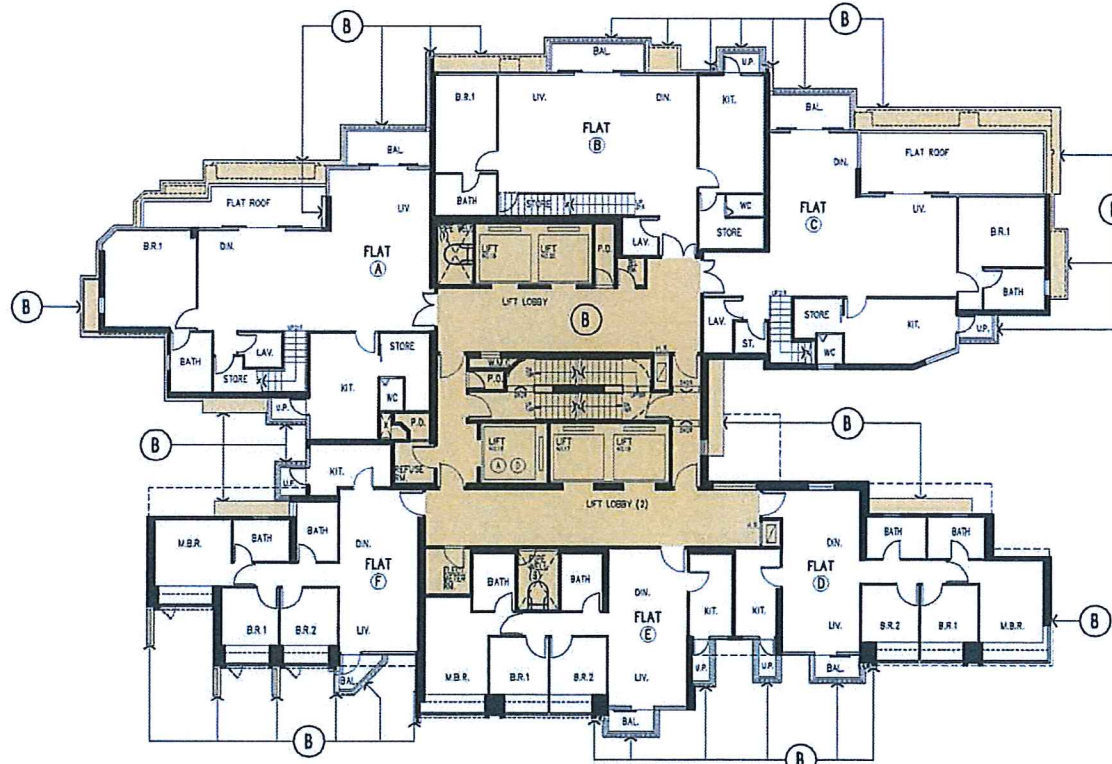
5/F PLAN (TOWER 5)
(1 STOREY)



6/F - 43/F PLAN (TOWER 5)
(33 STOREYS)



21/F PLAN (REFUGE FLOOR & COMMUNAL SKYGARDEN)
(TOWER 5) (1 STOREY)



45/F PLAN (TOWER 5)
(1 STOREY)

LEGEND

RESIDENTIAL COMMON AREAS

NOTE:

(1) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F & 44/F FOR TOWER 1, 2, 3, 5 IN THE NOMENCLATURE SYSTEM FOR NUMBERING OF TOWERS & FLOORS

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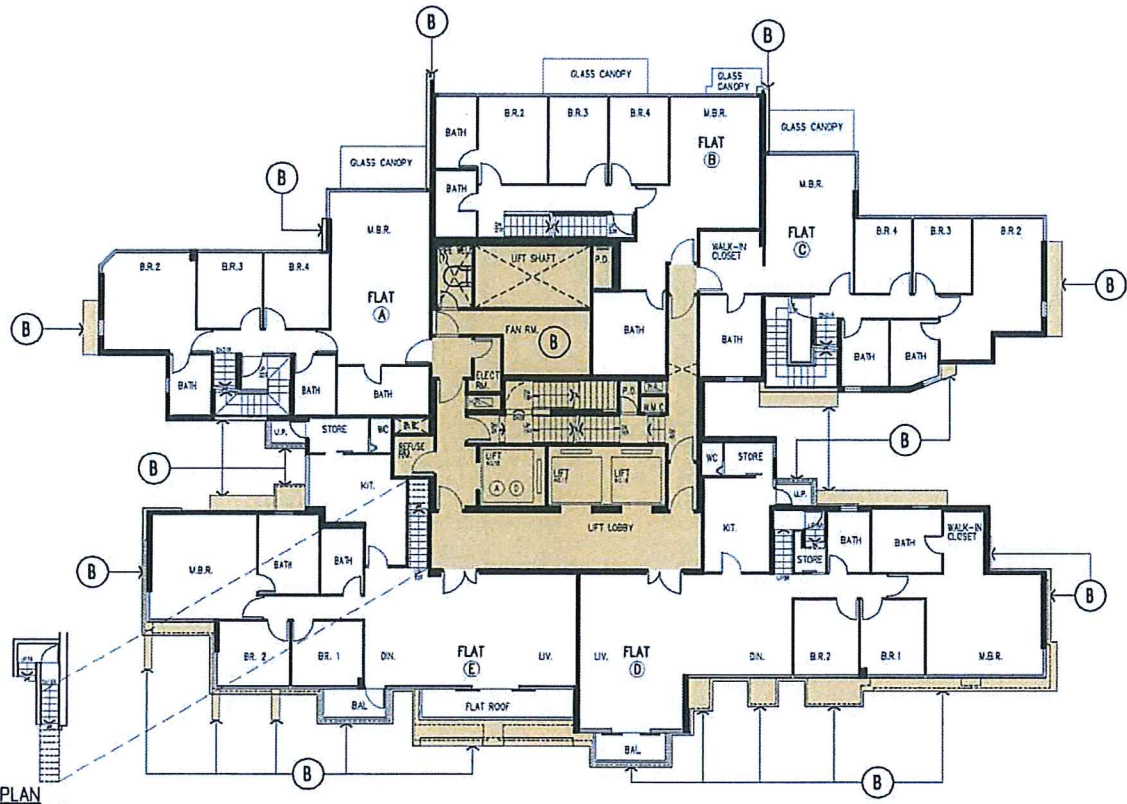
Ronald Lu

LU Ronald
Authorized Person (Architect)

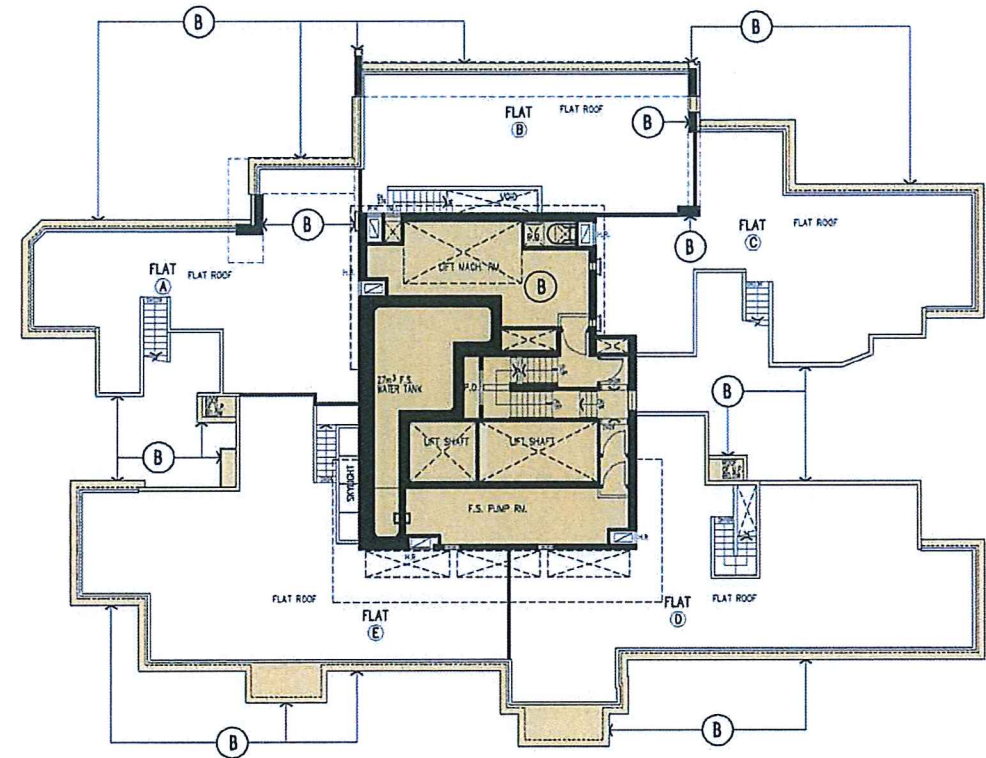


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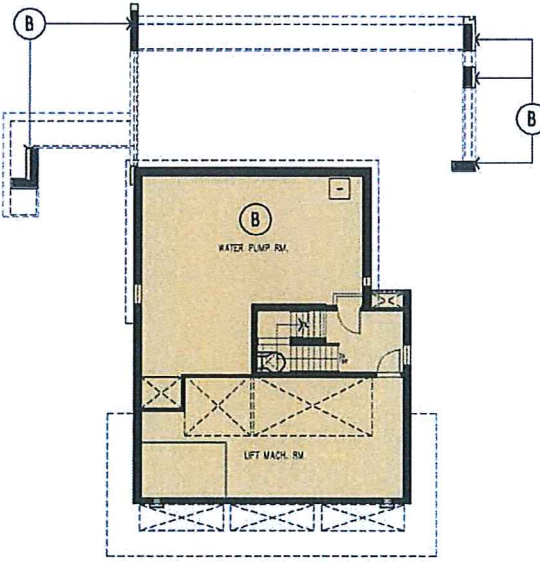
PART PLAN
AT LEV. 148.00



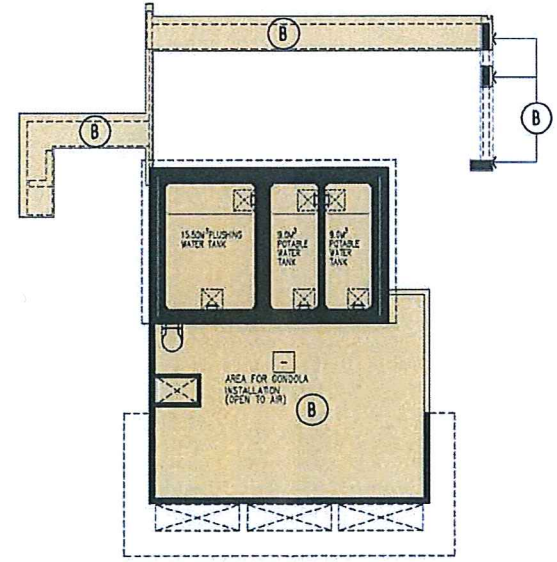
46/F PLAN (TOWER 5)
(1 STOREY)



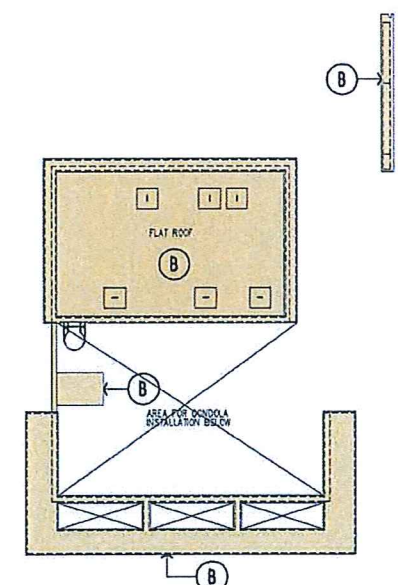
ROOF PLAN (TOWER 5)
(1 STOREY)



UPPER ROOF PLAN (TOWER 5)
(1 STOREY)



LEVEL 155.70 FLOOR PLAN (TOWER 5)
(1 STOREY)



TOP ROOF PLAN (TOWER 5)
(1 STOREY)

LEGEND

RESIDENTIAL COMMON AREAS

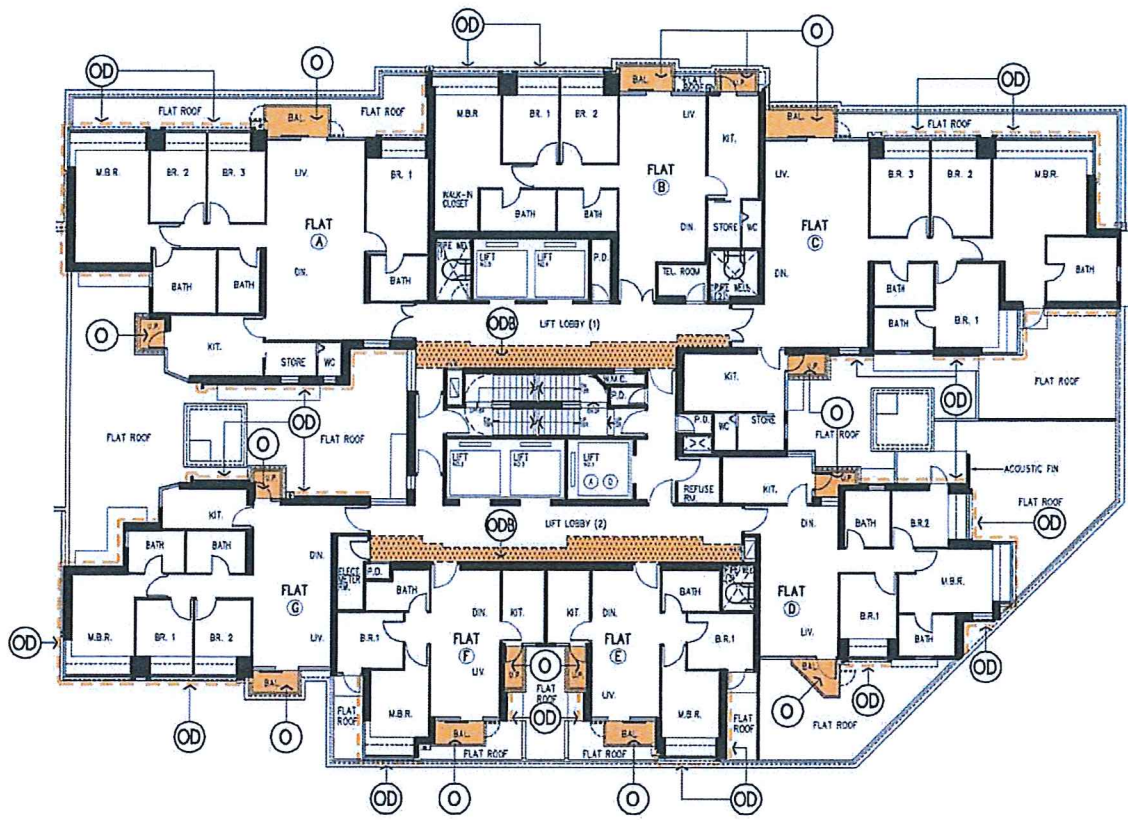
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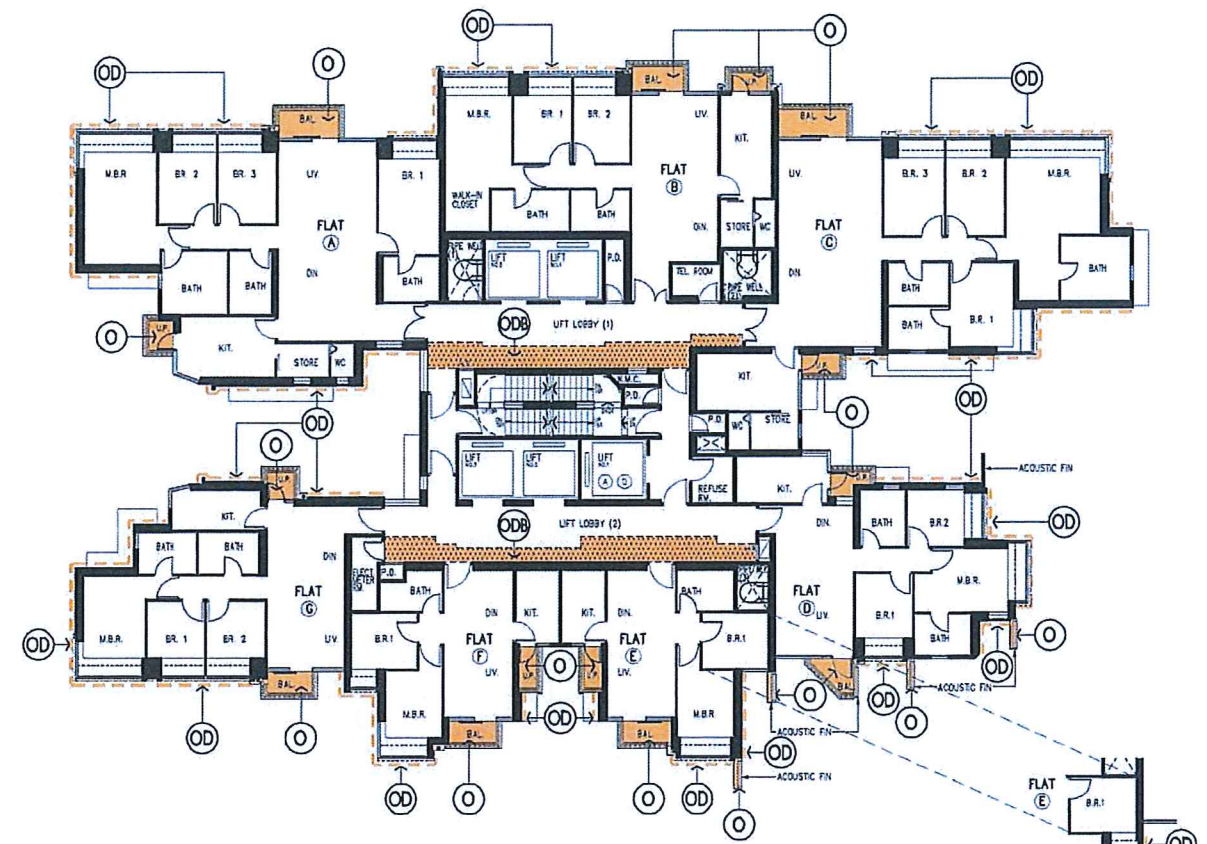
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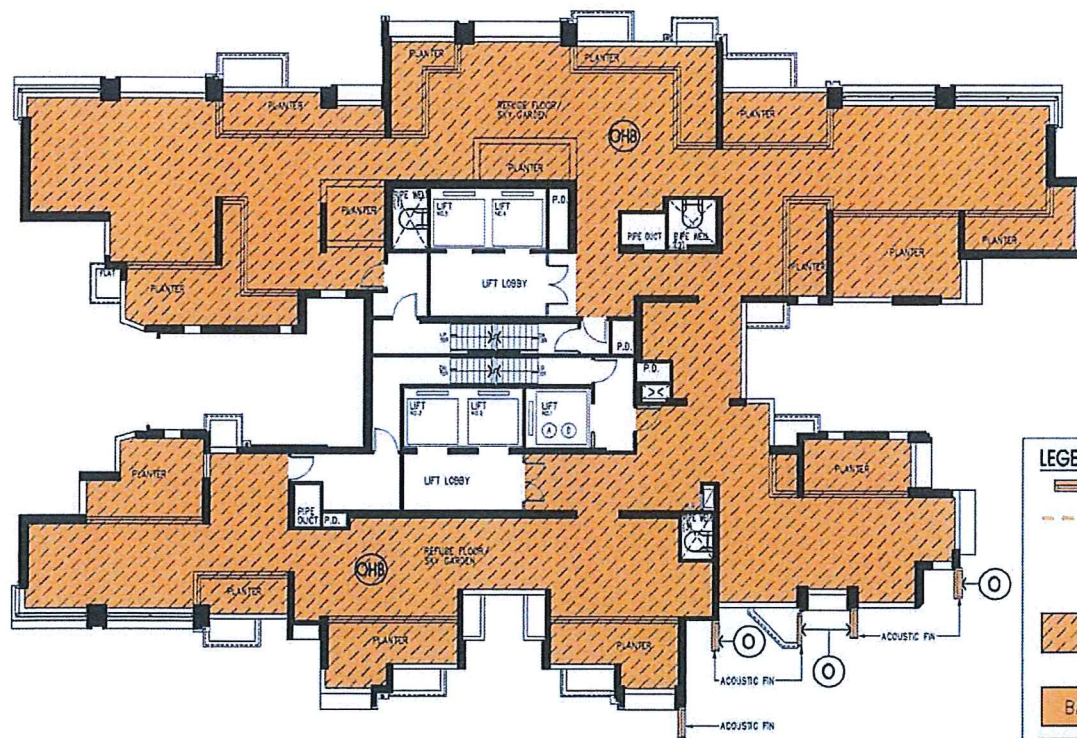


5/F PLAN (TOWER 1)
(1 STOREY)



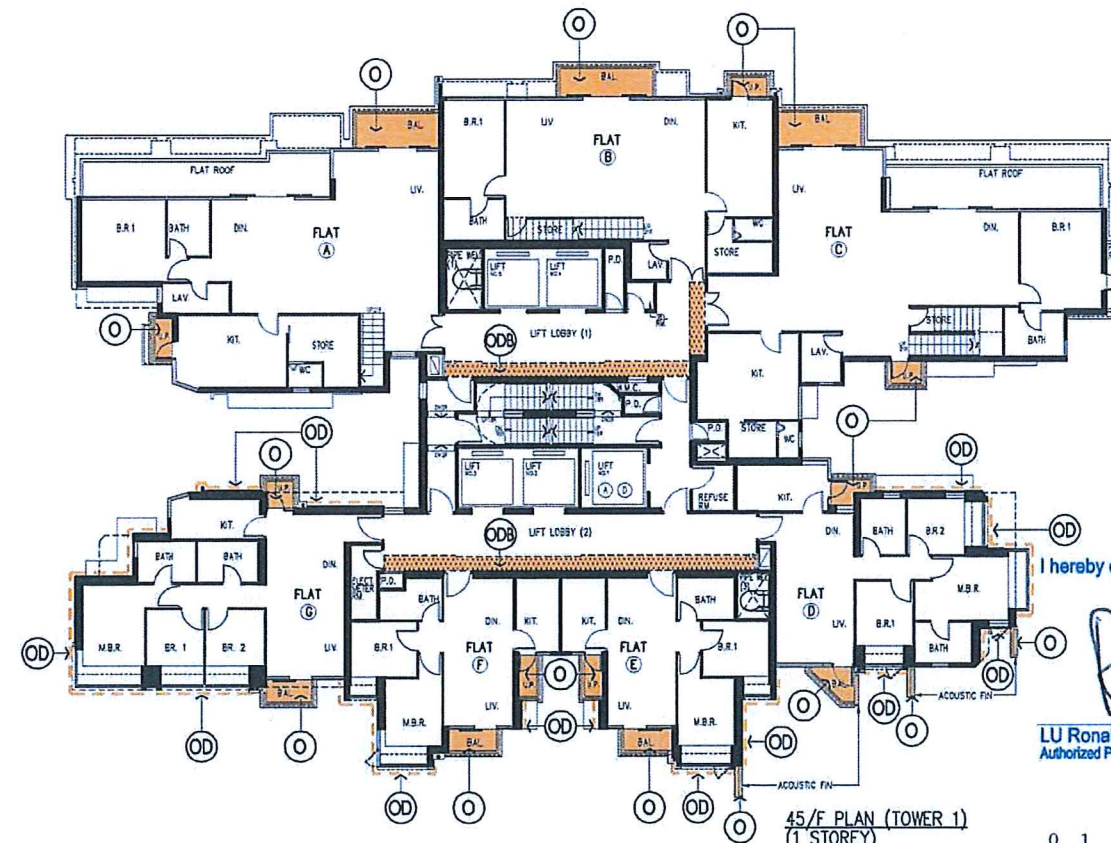
6/F - 43/F PLAN (TOWER 1)
(33 STOREYS)

PART PLAN AT 40/F-43/F
(4 STOREYS)



21/F PLAN (REFUGE FLOOR & COMMUNAL SKYGARDEN)
(TOWER 1) (1 STOREY)

- LEGEND**
- (O) ACOUSTIC FIN
 - (OD) (ORANGE DOTTED LINE) NON-STRUCTURAL PRE-FABRICATED EXTERNAL WALLS
 - (CHB) (ORANGE HATCHED BLACK) COMMUNAL SKYGARDEN
 - (BAL) BALCONY (NON-ENCLOSED AREA)
 - (U.P.) UTILITY PLATFORM (NON-ENCLOSED AREA)
 - (ODD) (ORANGE DOTTED BLACK) WIDER LOBBY / CORRIDOR



45/F PLAN (TOWER 1)
(1 STOREY)

I hereby certify the accuracy of the plan:

Lu Ronald
LU Ronald
Authorized Person (Architect)

0 1 3 5 10m

NOTE:

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Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
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3	REVISED	CW	JCAS	KL	23/04/11						

B.D. REF:	
F.S.D. REF:	
D.L.D. REF:	
Drawn By:	CW 23/04/11
Checked By:	LSC 23/04/11
Approved By:	KL 23/04/11

Structure and Geotechnical Consultant
WOOD PAE & ASSOCIATES
CONSULTING ENGINEERS & ARCHITECTS LTD.
WOOD PAE & ASSOCIATES 伍焜培建築師有限公司

Client
DELUXE SIGN LIMITED
MTR PROPERTY DIVISION
MTR 物業有限公司

Project Manager
NW PROJECT MANAGEMENT LTD
新域物業管理有限公司

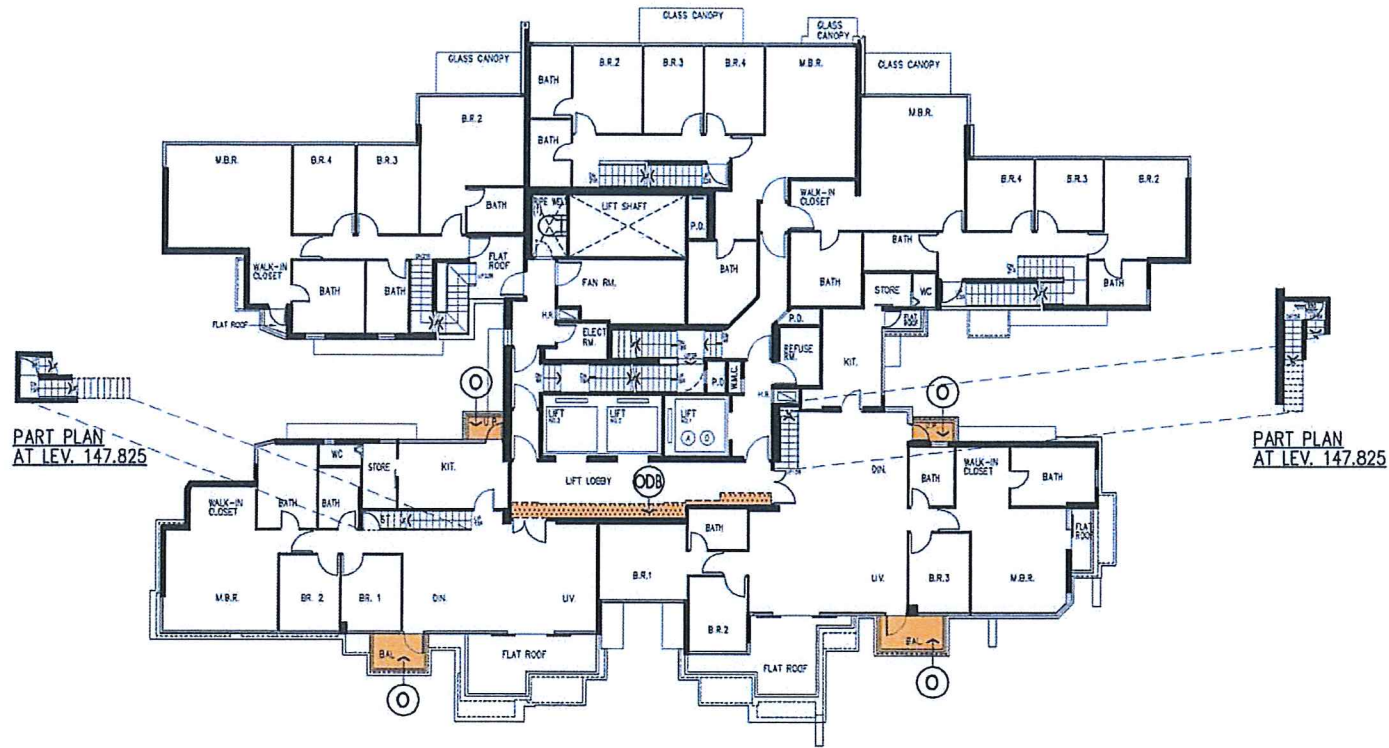
Ronald Lu & Partners
Ronald Lu & Partners (Hong Kong) Ltd.
羅蘭路建築師事務所 (香港) 有限公司
21/F, Corner's Road East, Wanchai, Hong Kong
Telephone: (852) 2881 2212
Facsimile: (852) 2884 8142

Project Title
RESIDENTIAL DEVELOPMENT AT CHE KUNG TEMPLE STATION, MA ON SHAN LINE, STL NO. 519, N.T.

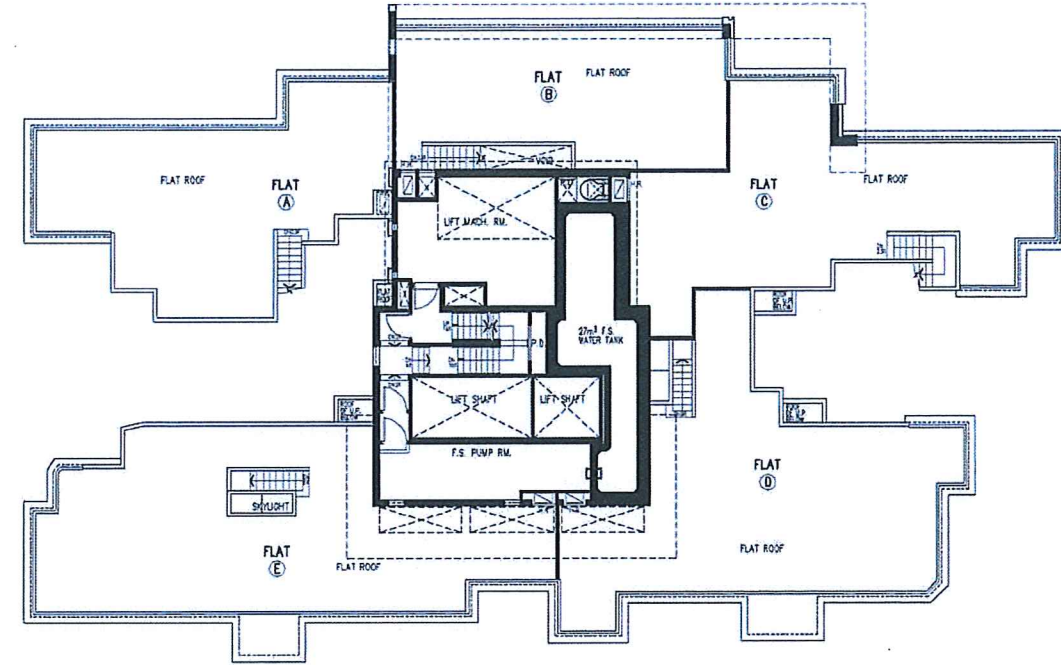
Drawing Title
5/F-45/F PLANS FOR TOWER 1 (DEMARICATION OF GREEN AND INNOVATIVE FEATURES)

Project No. 0906011
Issue Date: APR 2013
Scale: 1:200
Drawing No. A/DUC/NE1

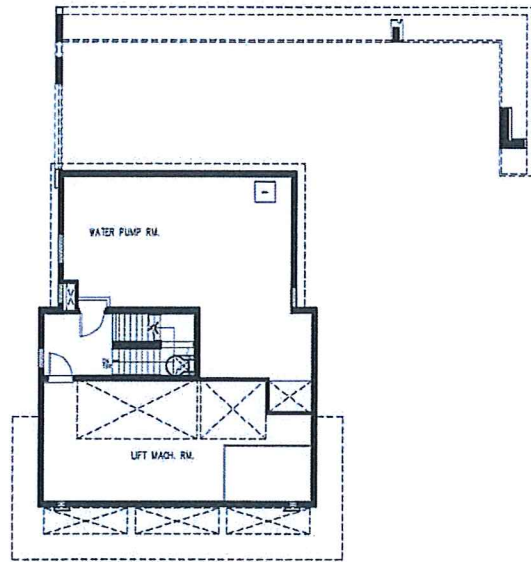
Authorised Person's Signature
Authority's / Client's Approval



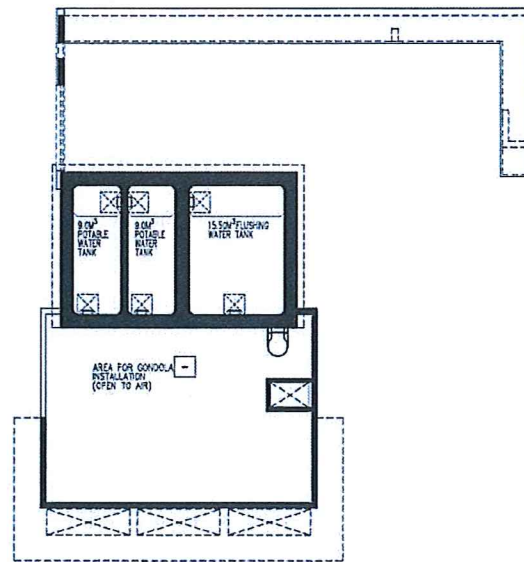
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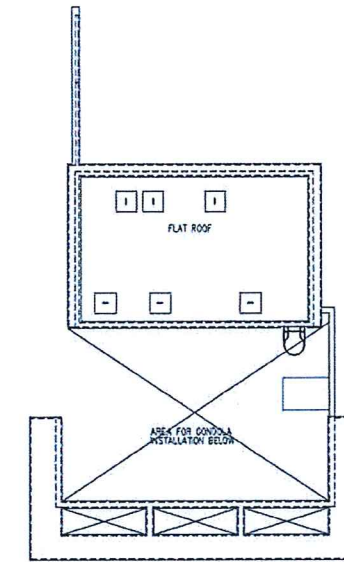
ROOF PLAN (TOWER 1)
(1 STOREY)



UPPER ROOF PLAN (TOWER 1)
(1 STOREY)



LEVEL 155.70 FLOOR PLAN (TOWER 1)
(1 STOREY)



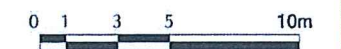
TOP ROOF PLAN (TOWER 1)
(1 STOREY)

LEGEND

BAL.	○	BALCONY (NON-ENCLOSED AREA)
U.P.	○	UTILITY PLATFORM (NON-ENCLOSED AREA)
(ORANGE DOTTED BLACK)	○	(ORANGE DOTTED BLACK) WIDER LOBBY / CORRIDOR

I hereby certify the accuracy of the plan:

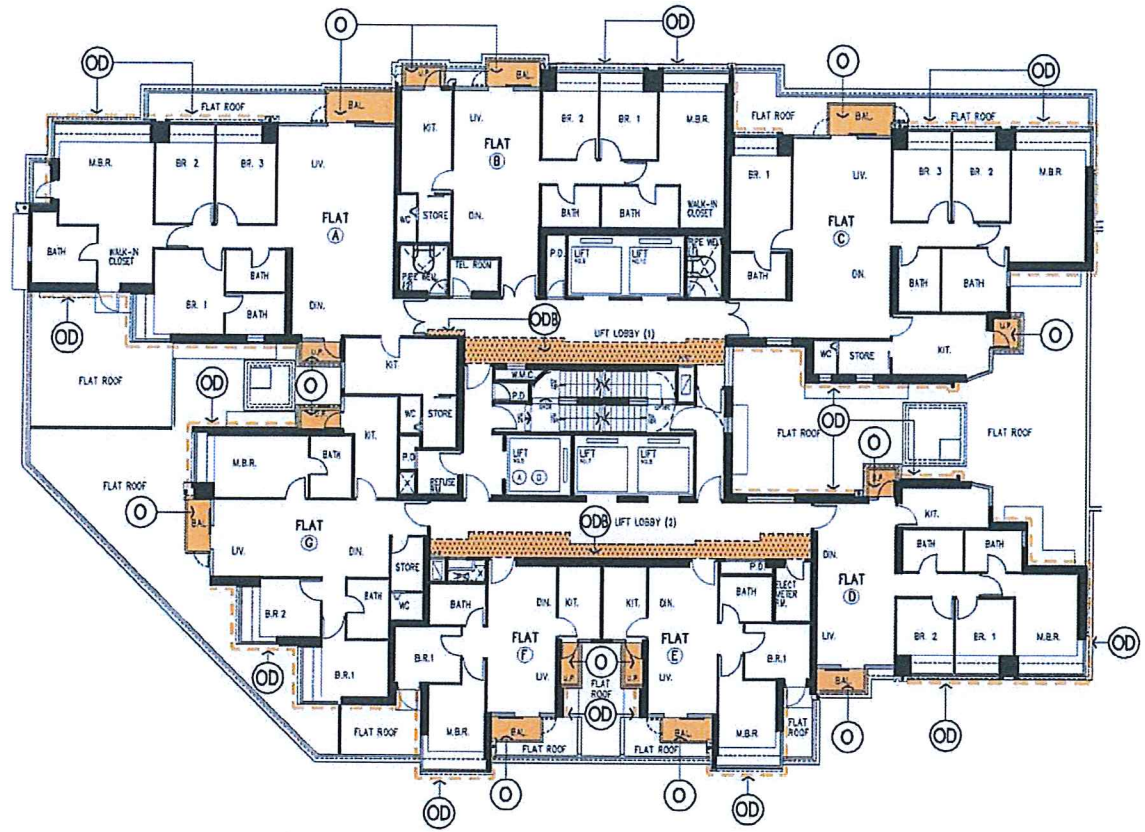
LU Ronald
LU Ronald
Authorized Person (Architect)



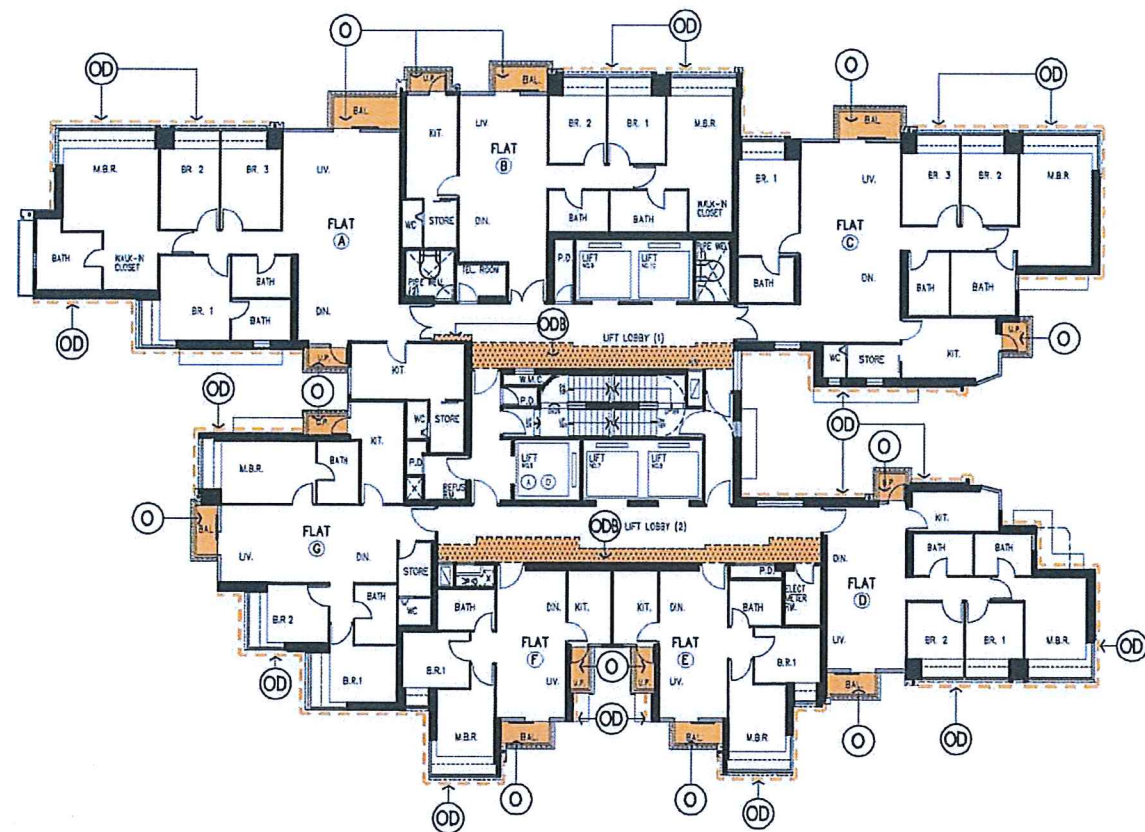
NOTE:

(1) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F & 44/F FOR TOWER 1, 2, 3, 5 IN THE NOMENCLATURE SYSTEM FOR NUMBERING OF TOWERS & FLOORS

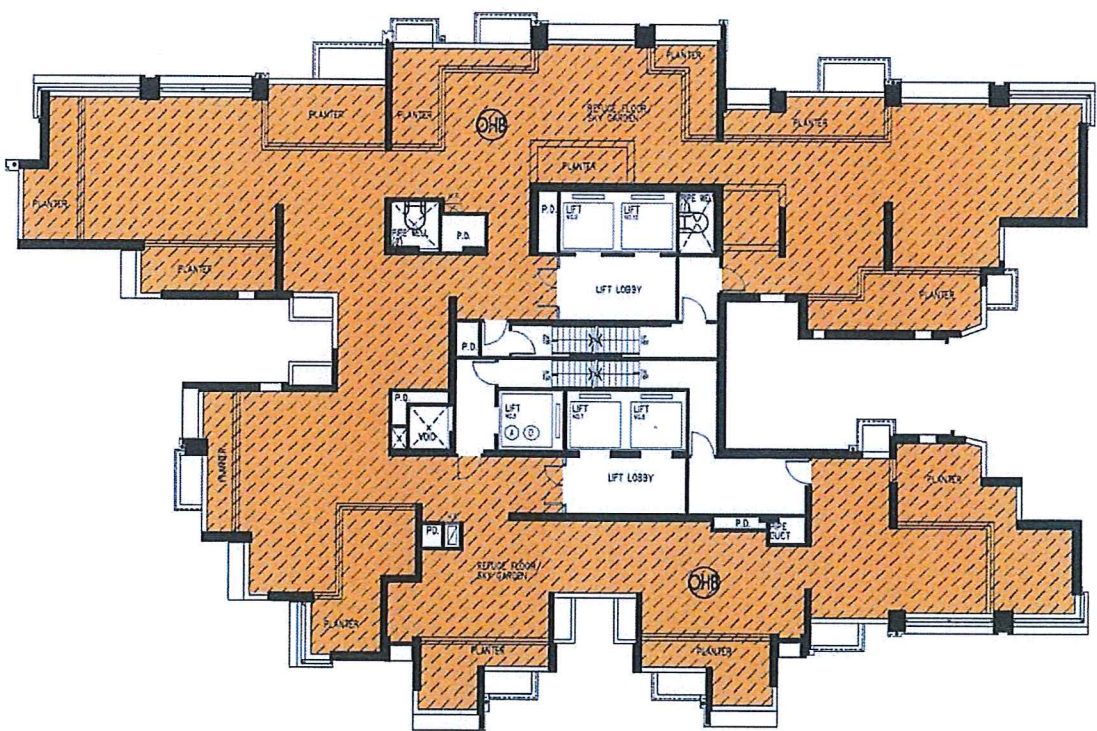
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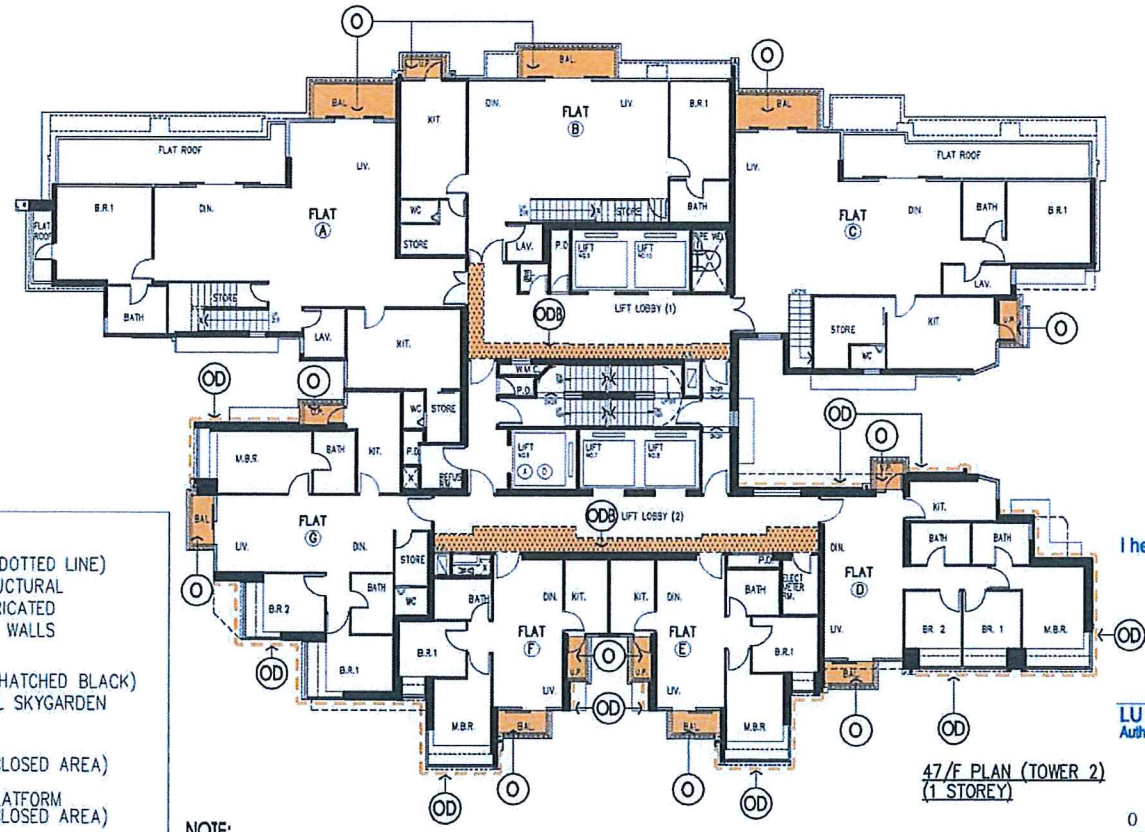
5/F PLAN (TOWER 2)
(1 STOREY)



6/F - 46/F PLAN (TOWER 2)
(35 STOREYS)



21/F PLAN (REFUGE FLOOR & COMMUNAL SKYGARDEN)
(TOWER 2) (1 STOREY)



47/F PLAN (TOWER 2)
(1 STOREY)

LEGEND

- (ORANGE DOTTED LINE) NON-STRUCTURAL PRE-FABRICATED EXTERNAL WALLS
- (ORANGE HATCHED BLACK) COMMUNAL SKYGARDEN
- BALCONY (NON-ENCLOSED AREA)
- UTILITY PLATFORM (NON-ENCLOSED AREA)
- (ORANGE DOTTED BLACK) WIDER LOBBY / CORRIDOR

NOTE:
(1) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F & 44/F FOR TOWER 1, 2, 3, 5 IN THE NOMENCLATURE SYSTEM FOR NUMBERING OF TOWERS & FLOORS

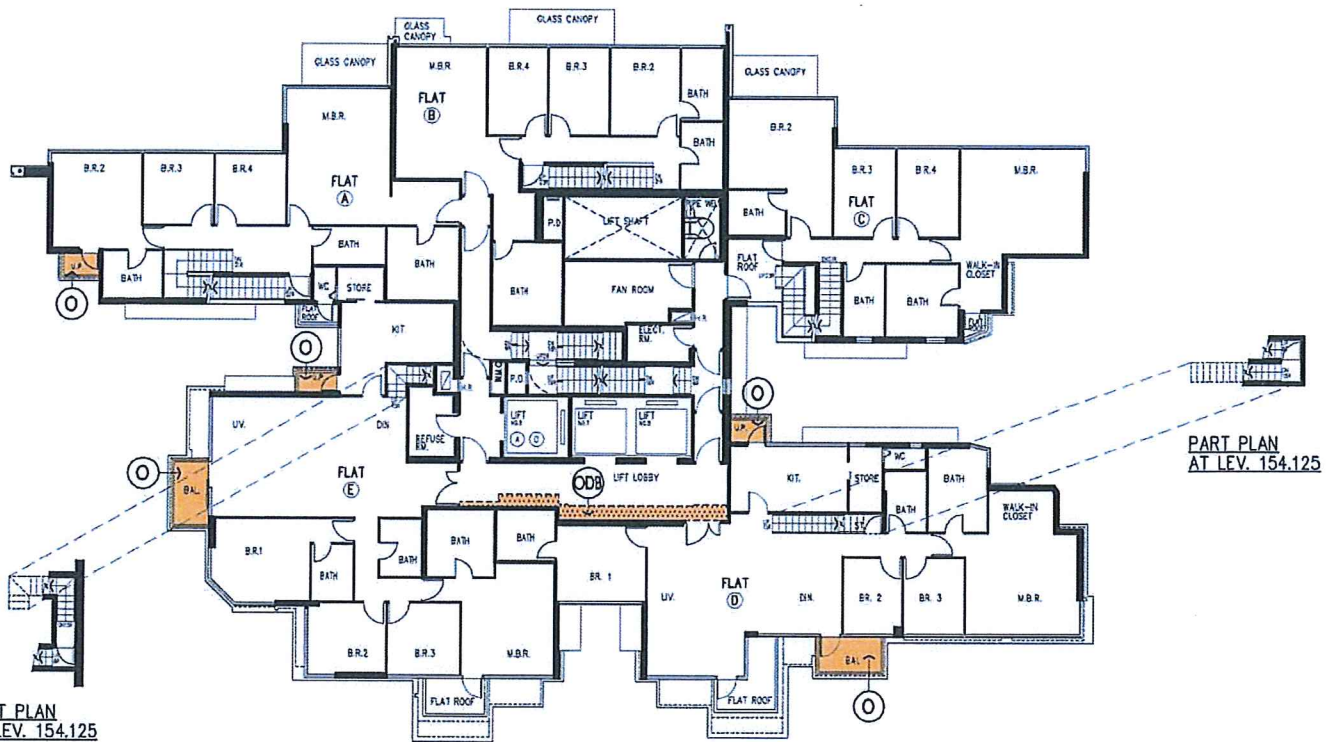
I hereby certify the accuracy of the plan:

Ronald Lu

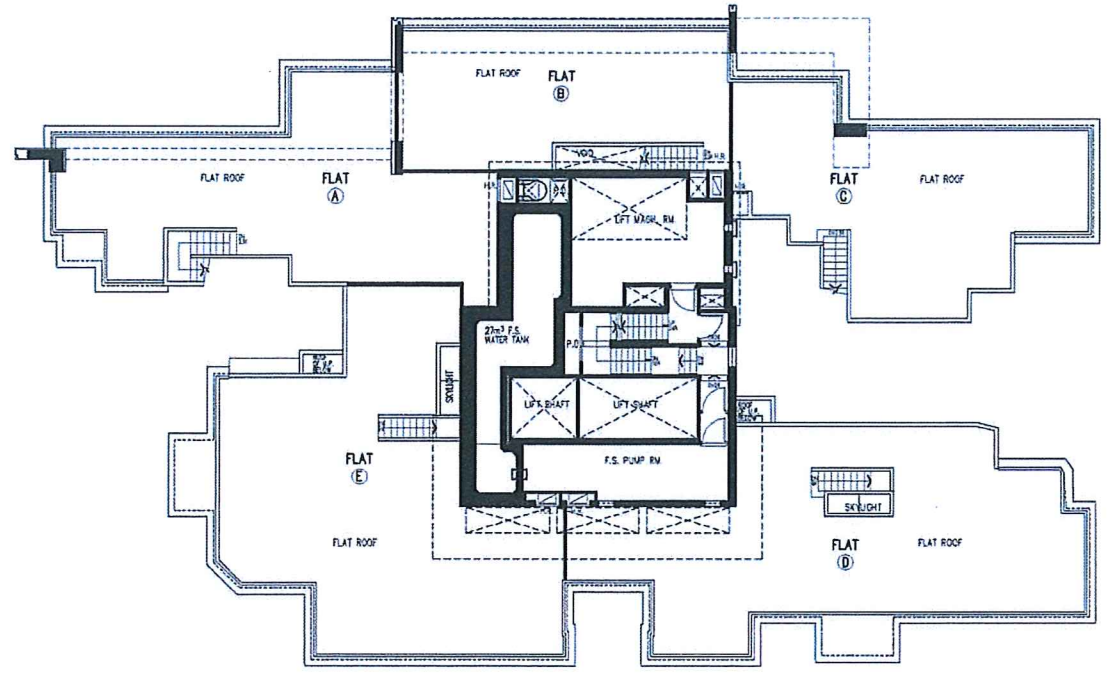
LU Ronald
Authorized Person (Architect)



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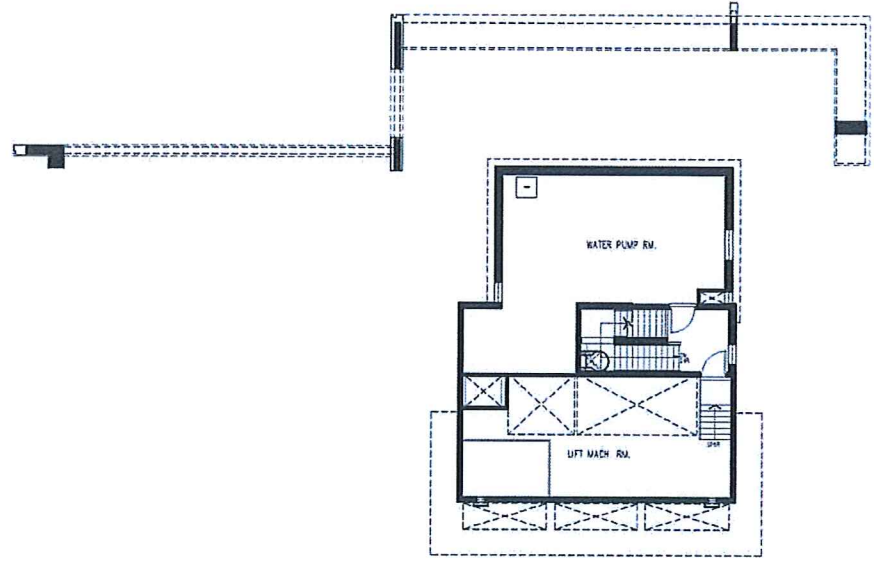
48/F PLAN (TOWER 2)
(1 STOREY)



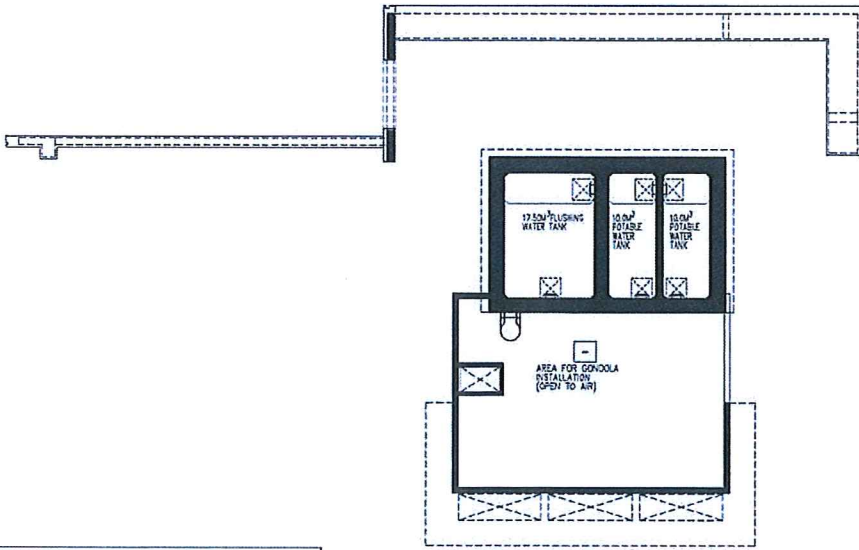
ROOF PLAN (TOWER 2)
(1 STOREY)

PART PLAN
AT LEV. 154.125

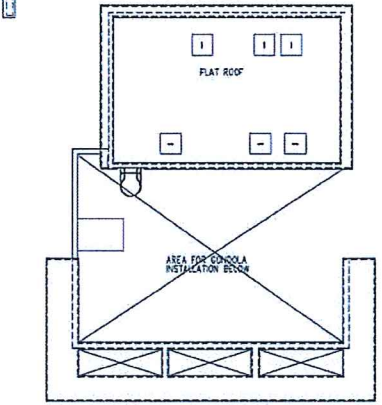
PART PLAN
AT LEV. 154.125



UPPER ROOF PLAN (TOWER 2)
(1 STOREY)



LEVEL 162.00 FLOOR PLAN (TOWER 2)
(1 STOREY)



TOP ROOF PLAN (TOWER 2)
(1 STOREY)

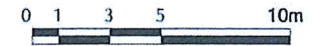
LEGEND

BAL	○	BALCONY (NON-ENCLOSED AREA)
U.P.	○	UTILITY PLATFORM (NON-ENCLOSED AREA)
Orange Dotted Black	○	(ORANGE DOTTED BLACK) WIDER LOBBY / CORRIDOR

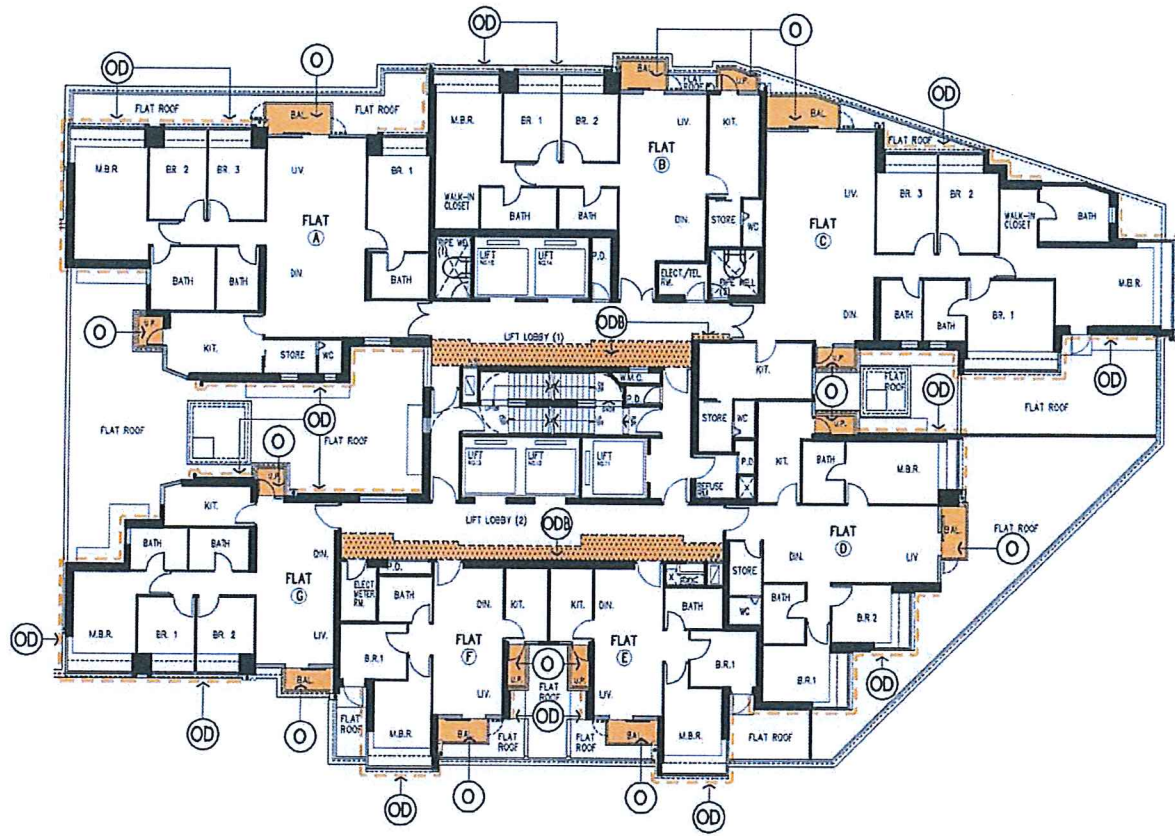
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I hereby certify the accuracy of the plan:

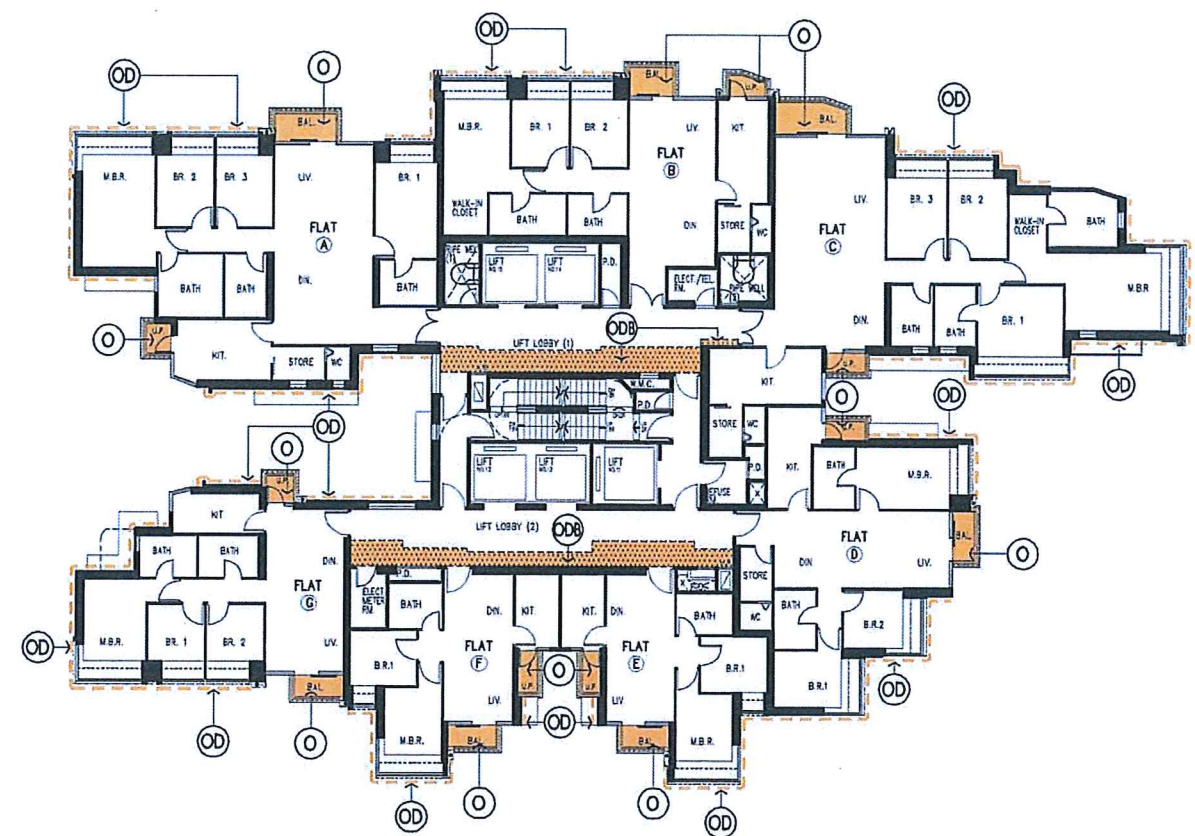
Lu Ronald
LU Ronald
Authorized Person (Architect)



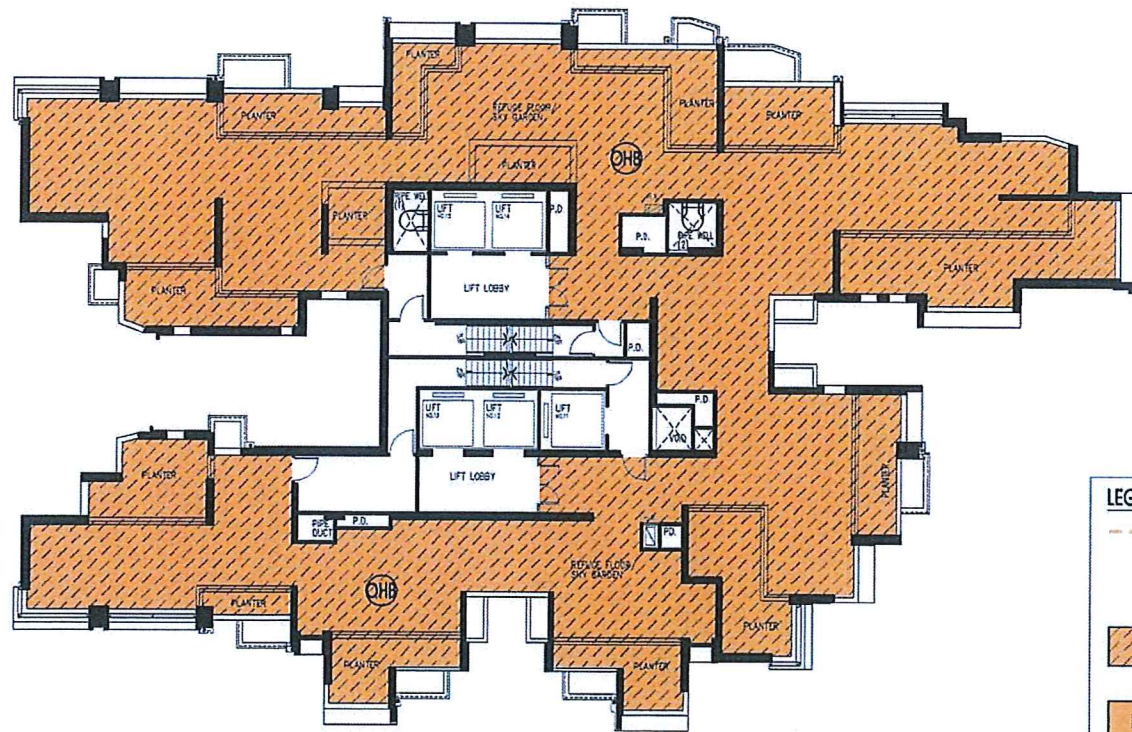
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5/F PLAN (TOWER 3)
(1 STOREY)

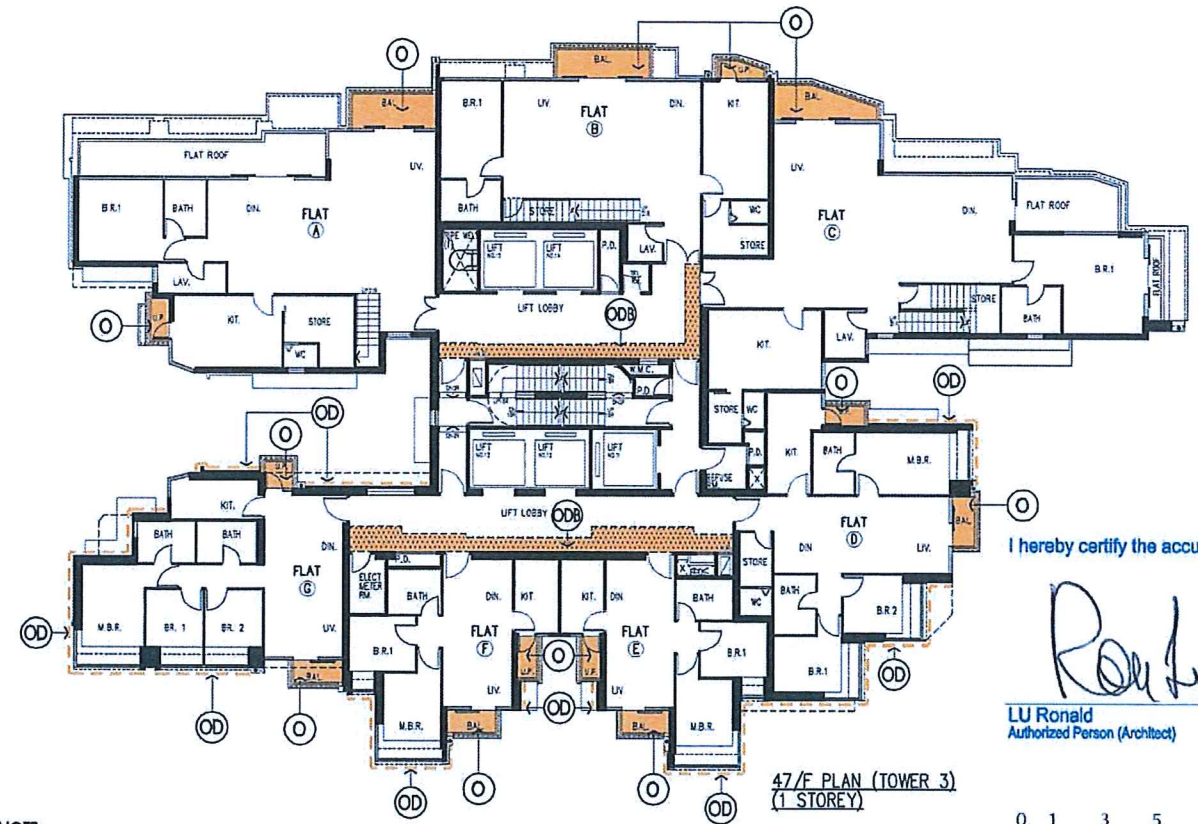


6/F - 46/F PLAN (TOWER 3)
(35 STOREYS)



21/F PLAN (REFUGE FLOOR & COMMUNAL SKYGARDEN)
(TOWER 3) (1 STOREY)

- LEGEND**
- (OD) (ORANGE DOTTED LINE) NON-STRUCTURAL PRE-FABRICATED EXTERNAL WALLS
 - (OH) (ORANGE HATCHED BLACK) COMMUNAL SKYGARDEN
 - (BAL) (ORANGE) BALCONY (NON-ENCLOSED AREA)
 - (U.P.) (WHITE) UTILITY PLATFORM (NON-ENCLOSED AREA)
 - (ODD) (ORANGE DOTTED BLACK) WIDER LOBBY / CORRIDOR



47/F PLAN (TOWER 3)
(1 STOREY)

I hereby certify the accuracy of the plan:

Lu Ronald
LU Ronald
Authorized Person (Architect)

0 1 3 5 10m

NOTE:

(1) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F & 44/F FOR TOWER 1, 2, 3, 5 IN THE NOMENCLATURE SYSTEM FOR NUMBERING OF TOWERS & FLOORS

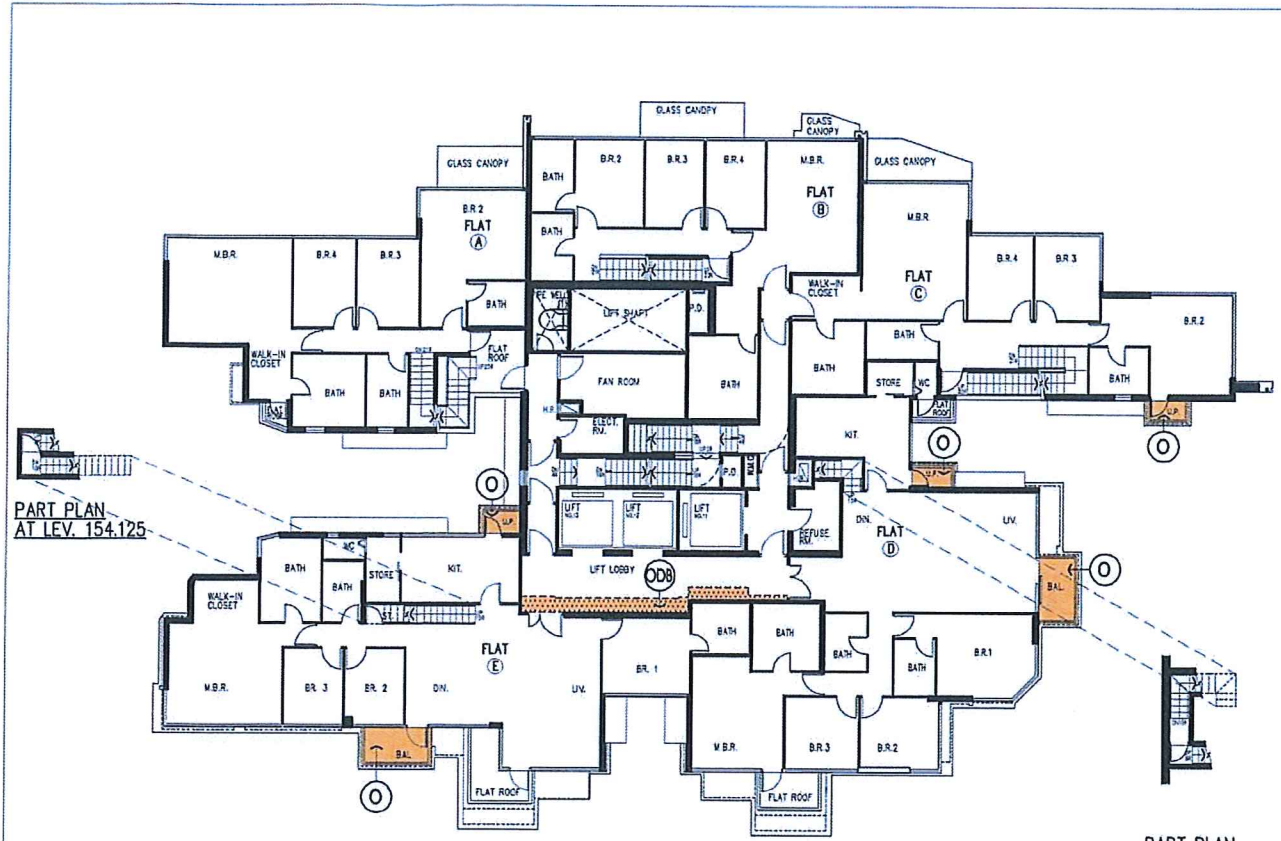
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B	REVISED	CW	JL	KI	23/04/13						
C	REVISED	CW	JL	KI	23/04/13						

B.D. REF	
F.S.D. REF	
D.L.C. REF	
Drawn By	CW 23/04/13
Checked By	LSC 23/04/13
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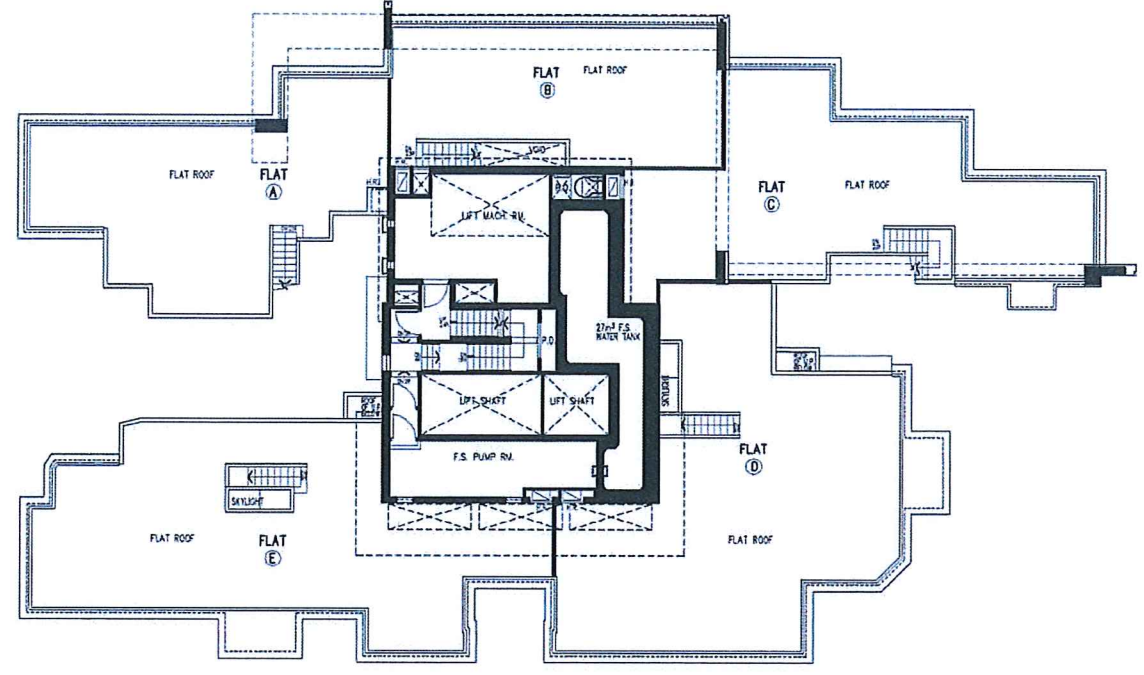
Structural and Design Consultants	RONALD LU & PARTNERS
Client	DELUXE SIGN LIMITED
Project Manager	NW PROJECT MANAGEMENT LTD

Project Title	RESIDENTIAL DEVELOPMENT AT CHE KUNG TEMPLE STATION, MA ON SHAN LINE, STIL NO. 519, N.T.
Drawing Title	5/F-47/F PLANS FOR TOWER 3 (DEMARICATION OF GREEN AND INNOVATIVE FEATURES)

Project No.	08/09/01	Issue Code	APR. 2013
Scale	1:1000	Authorised Person's Signature	
Drawn No.	A/DWC/VES	Authority of Client's Approval	



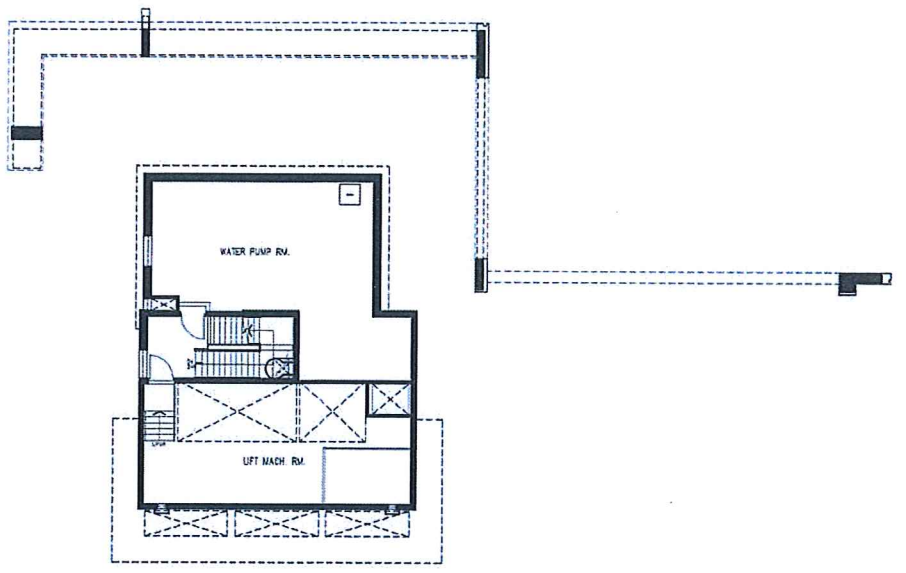
PART PLAN AT LEV. 154.125



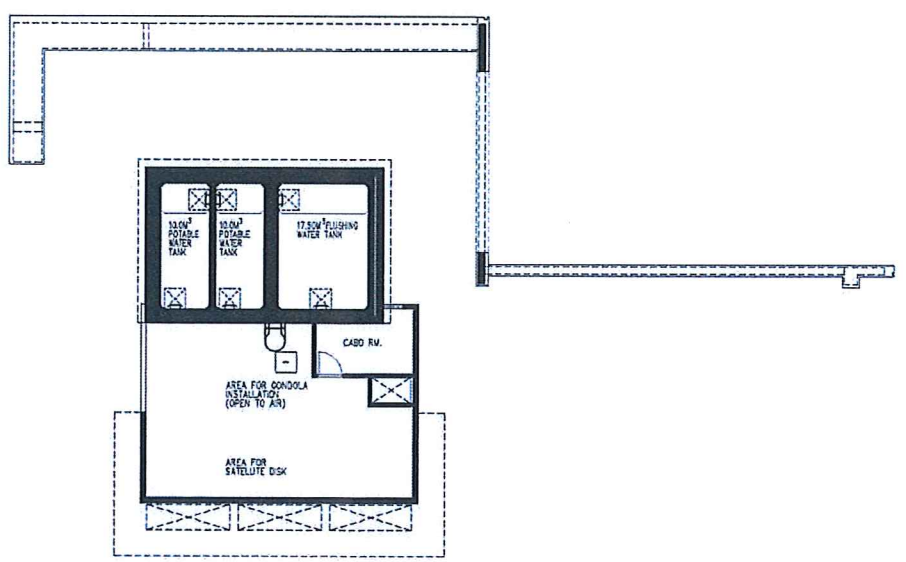
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48/F PLAN (TOWER 3) (1 STOREY)

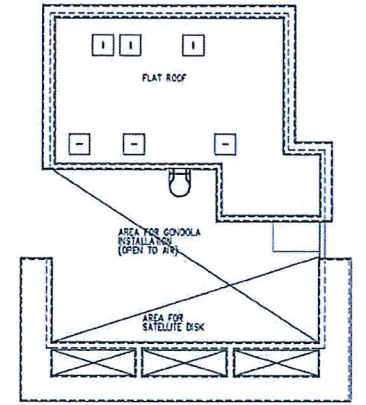
ROOF PLAN (TOWER 3) (1 STOREY)



UPPER ROOF PLAN (TOWER 3) (1 STOREY)



LEVEL 162.00 FLOOR PLAN (TOWER 3) (1 STOREY)



TOP ROOF PLAN (TOWER 3) (1 STOREY)

LEGEND

- BAL. ○ BALCONY (NON-ENCLOSED AREA)
- U.P. ○ UTILITY PLATFORM (NON-ENCLOSED AREA)
- (Dotted) ○ (ORANGE DOTTED BLACK) WIDER LOBBY / CORRIDOR

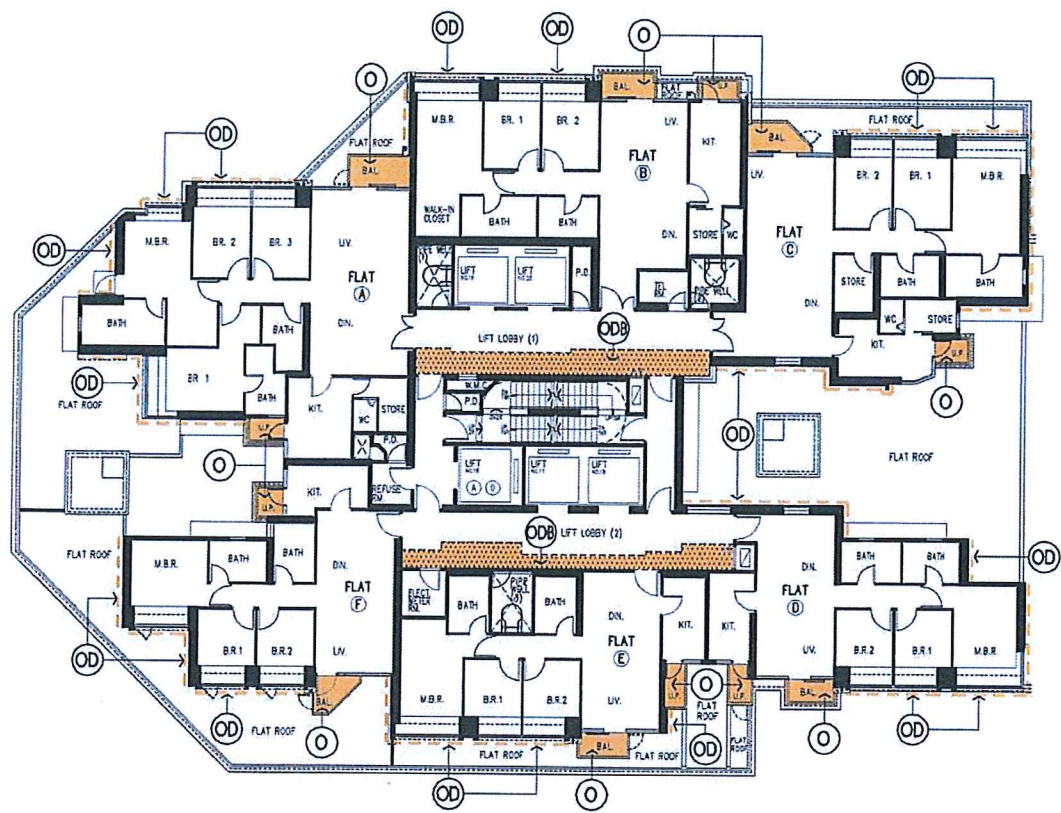
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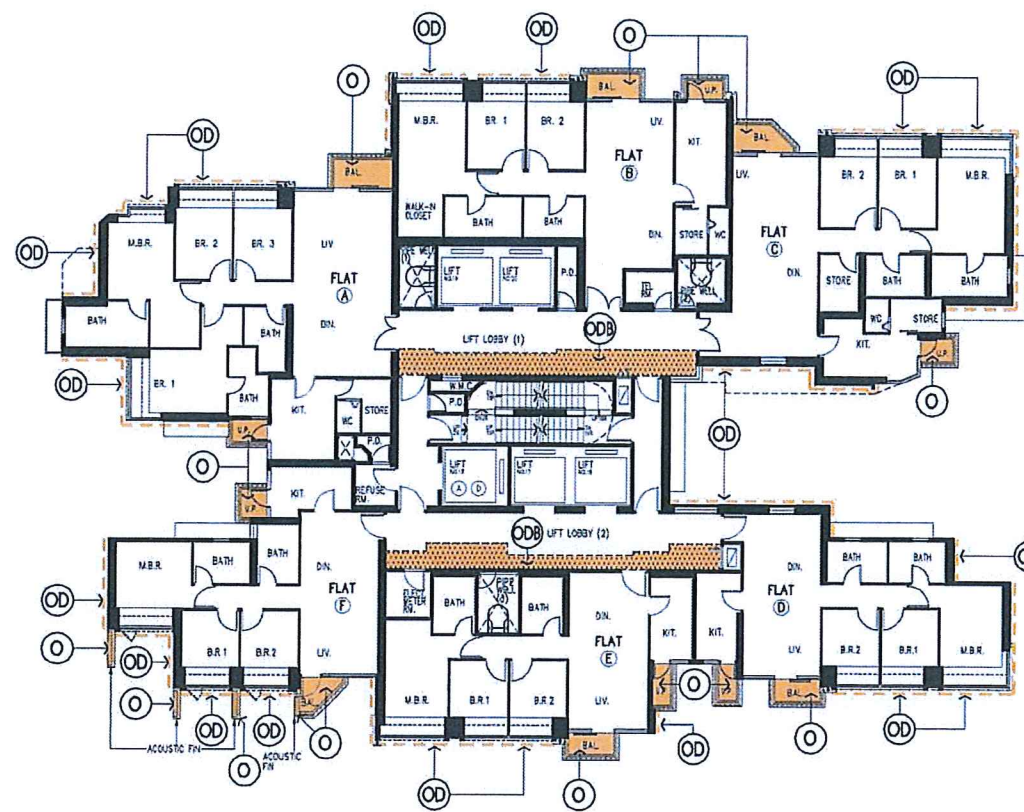
Ronald Lu
 LU Ronald
 Authorized Person (Architect)



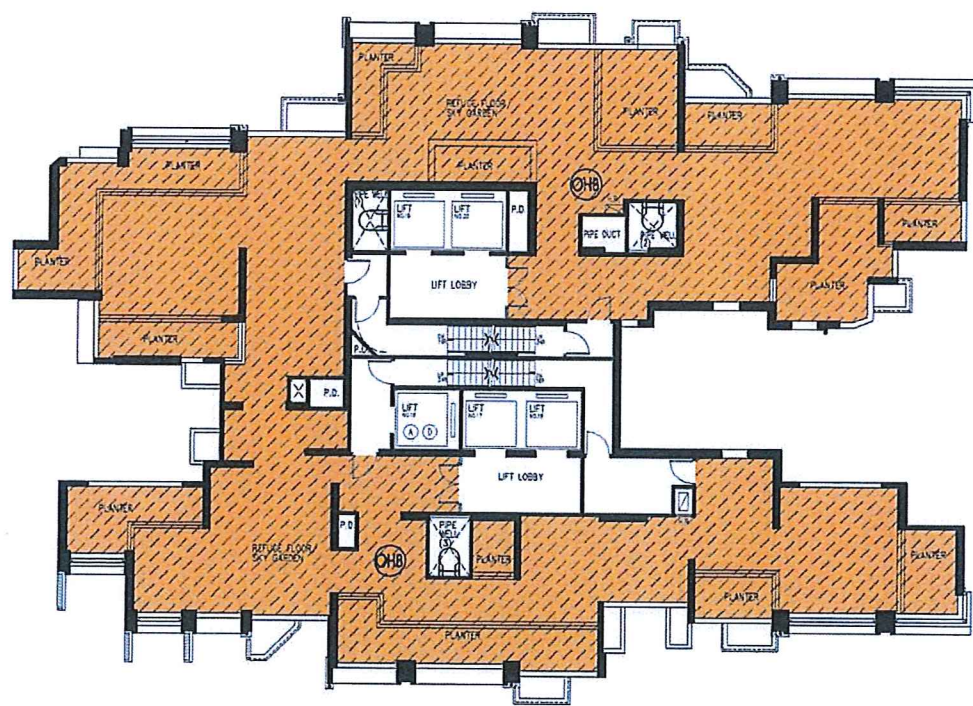
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Project Manager	NW PROJECT MANAGEMENT LTD																																																																										
Client	DELUXE SIGN LIMITED																																																																										
Structural and Design Consultant	RONALD LU & PARTNERS (HONG KONG) LTD.																																																																										
Project Title	RESIDENTIAL DEVELOPMENT AT CHE KUNG TEMPLE STATION, MA ON SHAN LINE, ST/L NO. 519, N.T.																																																																										
Project No.	0809201																																																																										
Issue Date	APR. 2013																																																																										
Drawn No.	A/D/C/N/E/S																																																																										



5/F PLAN (TOWER 5)
(1 STOREY)

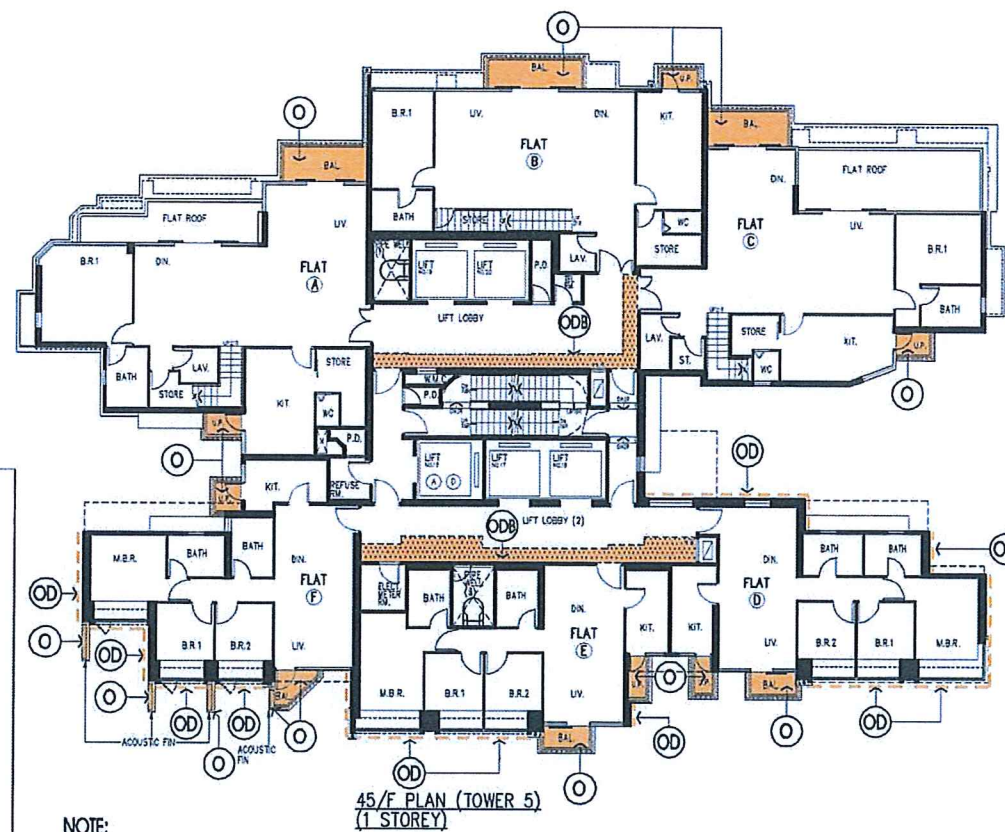


6/F - 43/F PLAN (TOWER 5)
(33 STOREYS)



21/F PLAN (REFUGE FLOOR & COMMUNAL SKYGARDEN)
(TOWER 5) (1 STOREY)

- LEGEND**
- (ORANGE DOTTED LINE) NON-STRUCTURAL PRE-FABRICATED EXTERNAL WALLS
 - (ORANGE HATCHED BLACK) COMMUNAL SKYGARDEN
 - BAL (NON-ENCLOSED AREA)
 - U.P. (NON-ENCLOSED AREA)
 - (ORANGE DOTTED BLACK) WIDER LOBBY / CORRIDOR
 - ACUSTIC FIN
 - (ORANGE DOTTED LINE) NON-STRUCTURAL PRE-FABRICATED EXTERNAL WALLS
 - (ORANGE HATCHED BLACK) COMMUNAL SKYGARDEN
 - BAL (NON-ENCLOSED AREA)
 - U.P. (NON-ENCLOSED AREA)
 - (ORANGE DOTTED BLACK) WIDER LOBBY / CORRIDOR



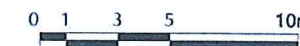
45/F PLAN (TOWER 5)
(1 STOREY)

NOTE:

(1) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F & 44/F FOR TOWER 1, 2, 3, 5 IN THE NOMENCLATURE SYSTEM FOR NUMBERING OF TOWERS & FLOORS

I hereby certify the accuracy of the plan:

LU Ronald
Authorized Person (Architect)



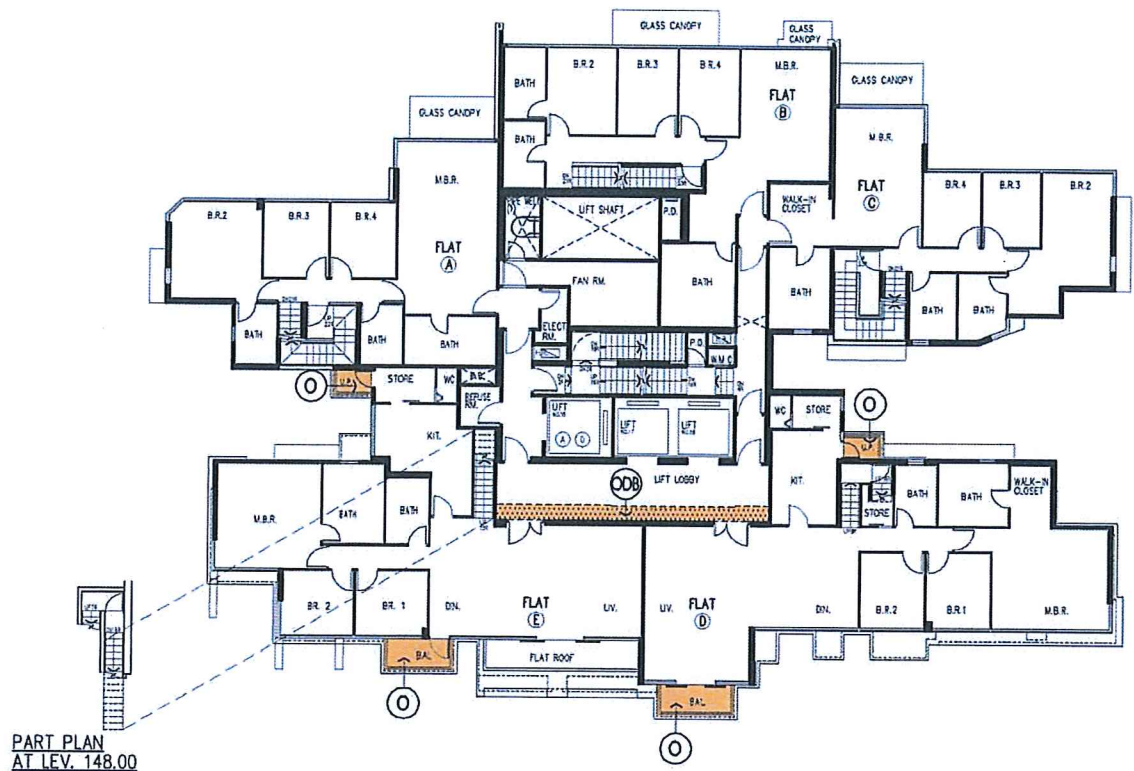
Rev.	Description	Drawn	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date
A	REVISED	CW	JL	KL	23/05/13						
B	REVISED	CW	JL	KL	23/05/13						
C	REVISED	CW	JL	KL	23/05/13						

Structural and Geotechnical Consultant WONG PAK SAM & ASSOCIATES CONSULTING ENGINEERS & ARCHITECTS LTD. 香港聯合工程師及建築師有限公司	Client DELUXE SIGN LIMITED MTR PROPERTY DIVISION
Drawn By: CWL 23/05/13	Checked By: LSC 23/05/13
Approved By: KL 23/05/13	Project Manager: NW PROJECT MANAGEMENT LTD

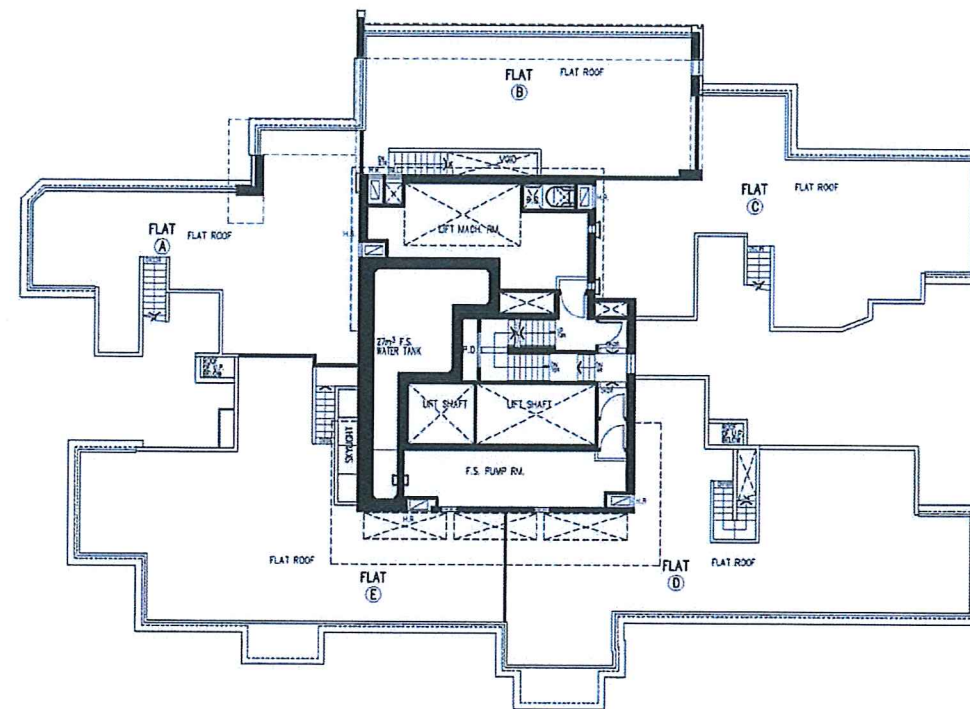
ronald lu & partners Ronald Lu & Partners (Hong Kong) Ltd. 21/F, Queen's Road East, Victoria Harbour Centre, Hong Kong Telephone: (852) 2531 2212 Facsimile: (852) 2531 8442

Project Title RESIDENTIAL DEVELOPMENT AT CHE KUNG TEMPLE STATION, MA ON SHAN LINE, STL NO. 519, N.T.	Drawing Title 5/F-45/F PLANS FOR TOWER 5 (DEMARICATION OF GREEN AND INNOVATIVE FEATURES)
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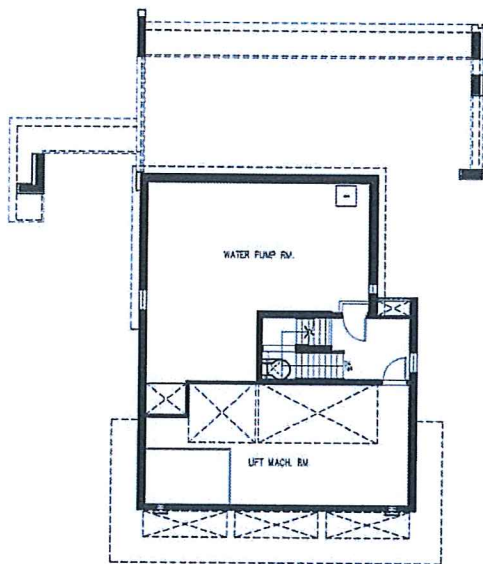
Project No: 0503017	Issue Date: APR. 2013	Authorized Person's Signature	Authority / Check Approval
Scale: 1:1000	Drawing No: A/D/C/NET		



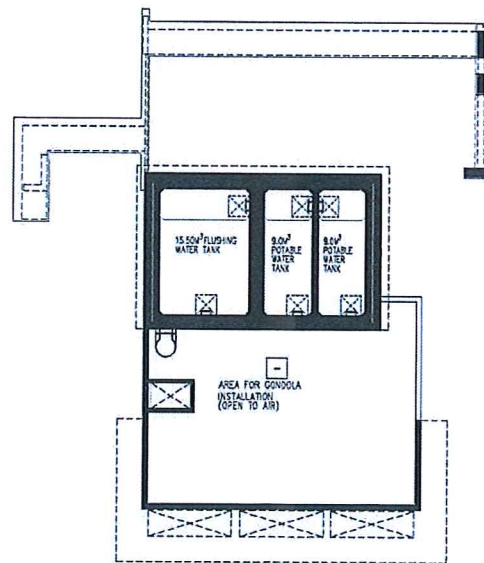
46/F PLAN (TOWER 5)
(1 STOREY)



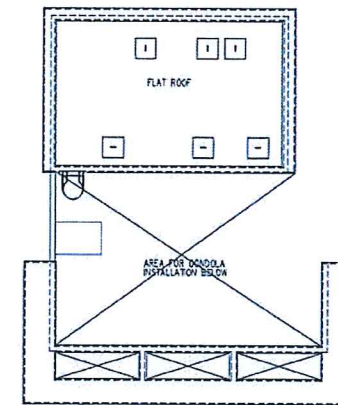
ROOF PLAN (TOWER 5)
(1 STOREY)



UPPER ROOF PLAN (TOWER 5)
(1 STOREY)



LEVEL 155.70 FLOOR PLAN (TOWER 5)
(1 STOREY)



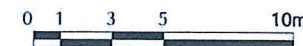
TOP ROOF PLAN (TOWER 5)
(1 STOREY)

LEGEND

BAL.	○	BALCONY (NON-ENCLOSED AREA)
U.P.	○	UTILITY PLATFORM (NON-ENCLOSED AREA)
○ (ORANGE DOTTED BLACK)		WIDER LOBBY / CORRIDOR

I hereby certify the accuracy of the plan:

Ronald Lu
LU Ronald
Authorized Person (Architect)



NOTE:

(1) THERE IS NO TOWER '4' AND 4/F, 13/F, 14/F, 24/F, 34/F & 44/F FOR TOWER 1, 2, 3, 5 IN THE NOMENCLATURE SYSTEM FOR NUMBERING OF TOWERS & FLOORS

<table border="1"> <tr> <th>Rev.</th> <th>Description</th> <th>Date</th> <th>Checked</th> <th>Approved</th> <th>Date</th> <th>Rev.</th> <th>Description</th> <th>Drawn</th> <th>Checked</th> <th>Approved</th> <th>Date</th> </tr> <tr> <td>1</td> <td>PRELIMINARY</td> <td>23/08/13</td> <td>KL</td> <td>KL</td> <td>23/08/13</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>FOR ISSUE</td> <td>23/08/13</td> <td>KL</td> <td>KL</td> <td>23/08/13</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>FOR ISSUE</td> <td>23/08/13</td> <td>KL</td> <td>KL</td> <td>23/08/13</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	Rev.	Description	Date	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date	1	PRELIMINARY	23/08/13	KL	KL	23/08/13							2	FOR ISSUE	23/08/13	KL	KL	23/08/13							3	FOR ISSUE	23/08/13	KL	KL	23/08/13							<p>B.D. REF:</p> <p>F.S.D. REF:</p> <p>D.L.C. REF:</p> <p>Drawn By: CWL 23/08/13</p> <p>Checked By: LSC 23/08/13</p> <p>Approved By: KL 23/08/13</p>	<p>Structural and Quantity Consultant:</p> <p>TAIPEI FIRE ENGINE & ASSOCIATES IN CONSULTING ENGINEERS & ARCHITECTS LTD.</p> <p>Project Manager:</p> <p>NW PROJECT MANAGEMENT LTD.</p>	<p>Client:</p> <p>DELUXE SIGN LIMITED</p> <p>MTR PROPERTY DEVELOPMENT</p> <p>MTR Corporation Limited</p>	<p>Architect, Planners, Interior Designers:</p> <p>Ronald Lu & Partners (Hong Kong) Ltd.</p> <p>218, Queen's Road East, Wanchai, Hong Kong</p> <p>Telephone: (852) 2881 2212</p> <p>Facsimile: (852) 2881 8422</p>	<p>Project Title:</p> <p>RESIDENTIAL DEVELOPMENT AT CHE KUNG TEMPLE STATION, MA ON SHAN LINE, STL NO. 519, N.T.</p>	<p>Drawing Title:</p> <p>46/F, ROOF PLAN, UPPER ROOF AND TOP ROOF PLANS FOR TOWER 5 (DEMARCATON OF GREEN AND INNOVATIVE FEATURES)</p>	<p>Project No:</p> <p>ED05201</p> <p>Issue Date:</p> <p>APR. 2013</p> <p>Scale:</p> <p>AS SHOWN</p> <p>Drawing No:</p> <p>A/CNC/NEB</p>	<p>Authorized Person's Signature:</p> <p>Authorized / Client's Approval:</p>
Rev.	Description	Date	Checked	Approved	Date	Rev.	Description	Drawn	Checked	Approved	Date																																													
1	PRELIMINARY	23/08/13	KL	KL	23/08/13																																																			
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