

Dated _____

MTR CORPORATION LIMITED

香港鐵路有限公司

as the First Owner

and

KOWLOON-CANTON RAILWAY CORPORATION

九廣鐵路公司

as KCRC

and

[_____]

as the Purchaser

and

[_____]

as the Manager

PRINCIPAL DEED OF MUTUAL COVENANT

and

MANAGEMENT AGREEMENT

in respect of

SHA TIN TOWN LOT NO.520

14th Draft: 7 September 2020

Deacons

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PRINCIPAL DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT

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SECTION A

PARTIES AND RECITALS

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

Parties BETWEEN

(1) **MTR CORPORATION LIMITED 香港鐵路有限公司** whose registered office is situate at MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong (the “**First Owner**” which expression shall where the context so admits include its successors and assigns);

(2) **KOWLOON-CANTON RAILWAY CORPORATION 九廣鐵路公司**, a corporation established pursuant to the Kowloon-Canton Railway Corporation Ordinance (Chapter 372 of the Laws of Hong Kong) having its principal office at 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) [_____] of [_____] Hong Kong (the “**Purchaser**” which expression shall where the context so permits include its executors, administrators, successors and assigns); and

(4) [_____] whose registered office is situate at [_____] 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 the First Owner for the residue of the term created by the Government Grant.

Development 2. The First Owner is in the course of constructing the Estate upon the Land.

Allocation of Shares 3. Pursuant to Special Condition No.(4) of the Government Grant and by virtue of a Deed Poll registered at the Land Registry by Memorial No.15021801600047 as supplemented by a Supplemental Deed Poll registered at the Land Registry by Memorial No. [_____], the Land has been notionally divided into 335,355 equal undivided shares of which [_____] have been sub-allocated to the Tai Wai Station and the remaining [_____] have been sub-

allocated to the Development (other than the Tai Wai Station) as set out in Part I of the First Schedule hereto.

Assignment of Tai Wai Station

4. Pursuant to Special Condition No.(29)(b) of the Government Grant, all that estate right title benefit and interest of and in ALL THOSE 39,030 equal undivided 335,355th parts or shares of and in the Land and the Development together with the exclusive right and privilege to hold, use, occupy and enjoy the Tai Wai Station had been assigned to KCRC on 26th January 2015 by the First Owner under and by virtue of an Assignment registered at the Land Registry by Memorial No.15021801600059 and re-registered in the Land Registry by Memorial No.18032801620019 as confirmed by a Confirmatory Assignment registered at the Land Registry by Memorial No. [] (the “**Station Assignment**”).

Assignment of First Assigned Premises

5. By an Assignment bearing even date herewith executed immediately prior to this Deed and made between the First Owner of the one part and the Purchaser of the other part, the First Assigned Premises was assigned to the Purchaser by the First Owner.

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 [] 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:

- “24-hour Walkway”** means the pedestrian walkway comprising such escalators, passenger lifts, staircases, ramps and such other structures as shall be approved or required by the Director linking up the Tai Wai Station, the Government Accommodation, the Bicycle Park, the Cycle Track, the Covered Footbridges, the Existing Footbridge, the PSC Lay-Bys, the Public Lay-By, the ground level of the Land and the footpaths at street level adjacent to the Land as constructed and provided in accordance with Special Condition No.(36)(d)(i) of the Government Grant for the purpose of identification only as shown coloured orange hatched black, green hatched black and indigo hatched black on the plans annexed hereto;
- “Approved Plans”** means the building plans for the Estate approved by the Building Authority under reference No.BD 2/7924/00 as from time to time amended, modified or substituted;
- “B3 Commercial Car Park Common Areas”** means those parts of driveways and circulation areas on Basement Level 3 intended for the common use and benefit of the Owners, occupiers and licensees of the B3 Commercial Car Parking Spaces and their bona fide guests, visitors or invitees which are for the purpose of identification only as shown (where possible and capable of being shown) coloured light brown on the Basement Level 3 Floor Plan annexed hereto;
- “B3 Commercial Car Park Common Services and Facilities”** means those services and facilities which serve the B3 Commercial 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, smoke vent, firefighting installation and equipment, security systems and apparatus];
- “B3 Commercial Car Parking Spaces”** means those parking spaces on Basement Level 3 provided pursuant to Special Condition No.(43)(b) of the Government Grant and forming part of the Commercial Development;
- “Balcony”** means each of the balconies forming part of a Residential Unit and for the avoidance of doubt includes the glass and metal balustrades and other materials

enclosing the balcony, the handrails and slabs thereof and the plaster and the finishes of the ceiling of the balcony and the lamp(s) and other fixtures (including but not limited to any suspended ceiling) (if any) at the balcony;

- “Bicycle Park”** means the bicycle park constructed or to be constructed in all respects to the satisfaction of the Director and thereafter maintained and managed in accordance with Special Condition No.(20)(a) of the Government Grant for the parking of bicycles by the public forming part of the Commercial Development;
- “Bicycle Parking Space”** means a space located on Basement Level 3 and Basement Level 2 of the Estate and designated for the parking of bicycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees pursuant to Special Condition No.(43)(f) of the Government Grant;
- “Building Management Ordinance”** means the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) as amended and varied from time to time;
- “Building Rules”** means the Building Rules prescribed for the time being pursuant to Section K of this Deed as varied or modified from time to time;
- “Club House”** means such part of the Private Recreational Areas and Facilities constructed or to be constructed in accordance with the Approved Plans for use by residents of the Residential Development and their bona fide visitors as a club house from time to time;
- “Club Rules”** means the rules and regulations including any payment or charge as may be imposed made revoked or amended by the Manager in consultation with the Owners Committee (if any) from time to time relating to the Club House and the use management operation and maintenance of the Club House;
- “Commercial Common Areas”** means those parts of the Commercial Development intended for the common use and benefit of all the Owners of the Commercial Development and their tenants, licensees and bona fide guests, visitors and invitees to be designated under a Sub-Deed of Mutual Covenant in respect of the Commercial Development;
- “Commercial Common Services and Facilities”** means those services and facilities of the Commercial Development intended to serve the Commercial Development and are not for the sole benefit of any particular Owner of any part of the Commercial Development to be designated under a Sub-Deed of Mutual Covenant in respect of the Commercial Development;
- “Commercial Development”** means and includes those parts of the Estate constructed or to be constructed in accordance with the Approved Plans for commercial or retail use and including the external walls of the said parts of the Estate, the external walls of the Estate from the floor slab level of 4th Floor to the ceiling level of 6th Floor (whether or not the parts of Estate enclosed by such external walls form parts of the Commercial Development) (excluding those external walls forming parts of the PSC Items), the spaces provided pursuant to Special Condition No.(43)(b) of the

Government Grant for parking of motor vehicles and motor cycles belonging to the occupiers of the Commercial Development and their bona-fide guests, visitors or invitees (including the B3 Commercial Car Parking Spaces), the loading and unloading spaces of goods vehicles provided pursuant to Special Condition No.(44)(a)(ii) of the Government Grant and designated for use by the Commercial Development, the associated driveway and circulation areas, staircases, (in the event that the said parts of the Estate is situated immediately above the Tai Wai Station) all the slabs of the said parts of the Estate above the upper boundary of the Tai Wai Station including all the slabs and finishes above the water-proofing membrane and system and associated protection immediately above, and all utilities, services, trenches, pits and facilities which serve the Commercial Development or any part thereof, as well as all the external finishes of the Commercial Development, part of the 24-hour Walkway, parts of the Pedestrian Link, all those parts of the Greenery Areas which serve the Commercial Development as a whole (which shall be designated as part of the Commercial Common Areas in the Sub-Deed of Mutual Covenant of the Commercial Development), the parapet wall of the podium, the Bicycle Park, the Cycle Track, the Covered Footbridges (whether within or outside the boundary of the Land) and the Existing Footbridge Supports, Connections and Extensions, but excluding those parts forming parts of the Residential Development, the Residential Car Park, the Government Accommodation, the Estate Common Areas, the Residential Common Areas, the Residential Car Park Common Areas and the B3 Commercial Car Park Common Areas, and for the purpose of identification only as shown (where possible and capable of being shown) coloured orange and orange hatched black on the floor plans annexed hereto;

“Common Areas”

means the Estate Common Areas, the Residential Common Areas, the Residential Car Park Common Areas and the B3 Commercial Car Park 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 by the First Owner (excluding its successors and assigns) pursuant to this Deed but excluding those parts of the Residential Development or the Residential Car Park which belong to the Owner of any particular Unit or which serve only any particular Unit and excluding all parts of the Commercial Development;

“Common EV Facilities”

means all such facilities installed or to be installed within the Residential Car Park Common Areas for the common use and benefit of the Owners of the EV Parking Spaces for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong) parking at any of the EV Parking Spaces; such facilities shall not serve any of the EV Parking Spaces exclusively or belong to any of the Owners of the EV Parking Spaces and shall include but not limited to such wires, cables, ducts, trunking, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

“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

and the B3 Commercial Car Park 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 by the First Owner (excluding its successors and assigns) 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 and excluding those services and facilities serving the Commercial Development or any part thereof;

- “Covered Footbridges”** means the two single-storey covered footbridges together with all supports and connections as shall be required or approved by the Director in the approximate positions shown and marked “PROPOSED FB1” and “PROPOSED FB2” on the plan annexed to the Government Grant constructed or to be constructed in accordance with Special Condition No.(35)(a)(i) of the Government Grant so that pedestrian access can be gained over the Covered Footbridges to and from the Pedestrian Link;
- “Cycle Track”** means the cycle track provided or to be provided in all respects to the satisfaction of the Director and thereafter maintained and managed in accordance with Special Condition No.(21) of the Government Grant forming part of the Commercial Development so as to link up the Bicycle Park and the adjacent cycle tracks and to ensure continuity of the cycle track network of the Sha Tin New Town;
- “Deed”** means this Principal Deed of Mutual Covenant and Management Agreement as amended or varied from time to time;
- “Deed Poll”** means any such deed or deeds or supplemental deed or deeds made and to be made by the First Owner for the purpose of allocating Shares to any part of the Land and/or the Estate owned by the First Owner and/or allocating the Management Units to any Units owned by the First Owner as approved by the Director;
- “Development”** means the entire development constructed or to be constructed upon the Land in Phases pursuant to the Government Grant and known as “[]” comprising the Tai Wai Station, the Government Accommodation, the Commercial Development, the Residential Development, the Residential Car Park, the Common Areas and the Common Services and Facilities;
- “Director”** means the Director of Lands from time to time;
- “Drainage Reserve”** means those areas of the Land shown coloured pink cross-hatched black, pink cross-hatched black stippled black, pink cross-hatched black stippled red and pink cross-hatched black stippled red hatched black on the plan attached to the Government Grant and referred to under Special Condition No.(60)(a) of the Government Grant;
- “Estate”** means all parts of the Development other than the Tai Wai 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

of the Estate including, but not limited to all those parts of the Greenery Areas which serve the Estate as a whole, all the slabs of the said parts of the Estate above the upper boundary of the Tai Wai Station including all the slabs above the water-proofing membrane and system and associated protection immediately above, all utilities, services, trenches, pits and facilities which serve the Estate, as well as all the finishes of the Estate, parts of the Setting-back Area, part of the 24-hour Walkway, parts of the Pedestrian Link, the Drainage Reserve or the New Drainage Reserve (as the case may be), the Waterworks Reserve, driveways, lifts, run in and out, the Public Lay-By, the PSC Lay-Bys, the Existing Public Toilet Items, the PSC Items, the PTI Items, cavity walls and diaphragm walls of the Basement Level 4 to the Basement Level 1, external walls, finishes and architectural features below the ceiling of 3rd Floor (excluding those parts of external walls forming parts of the Commercial Development and the finishes and architectural features thereof and thereat), external walls of the drum ramp above the ceiling level of 6th Floor up to the roof level, ramps, lift shafts, shuttle lifts, footpaths, staircases, landings, corridors and passages; pump rooms, transformer room, main switch room, electricity rooms, fire services control room, master meter cabinet and water meter room, fuel tank rooms, street fire hydrant and sprinkler and fire services pump room, fan rooms, sprinkler control valve room, pipe ducts, emergency generator rooms, air duct shaft, refuse storage and material recovery chamber; refuse collection point and spaces for the parking, loading and unloading of refuse collection vehicles provided pursuant to Special Condition No.(52)(b)(i) of the Government Grant; parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate; management office, security room, guard rooms, caretaker's quarters, office for Owners Committee and/or Owners Corporation, stores, lavatories and any other space on or in the Estate used for office of caretaker(s) or other accommodation of the Owners Committee or the Owners Corporation and all other communal areas within the Estate not used for the sole benefit of any Owner or group of Owners of the Estate (but excluding all parts of the Commercial Development, the Residential Common Areas, the Residential Car Park Common Areas, the B3 Commercial Car Park 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 by the First Owner pursuant to this Deed). The Estate Common Areas in Phase 1 and Phase 2 are for the purpose of identification only as shown (where possible and capable of being shown) coloured green, green hatched black and green cross-hatched black on the plans annexed hereto and as shown (where possible and capable of being shown) coloured green, green hatched black and green cross-hatched black (for those parts within Phase 1) and coloured green dash hatched red (for those parts within Phase 2) on the Common Areas demarcation plans annexed hereto. The Estate Common Areas in other Phase(s) shall be identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Deed Poll to be executed in respect of such other Phases;

“Estate Common Services and Facilities”

means those services and facilities constructed or to be constructed in on or under the Development and which serve the Estate as a whole and not for the sole benefit of any Owner or group of Owners of the Estate including, but not limited

to, sewers, gutters, drains, watercourses, pipes and ducts; pumps, tanks and sanitary fittings; wires, cables, electrical installations, fittings, equipment and apparatus; fire alarm, fire protection and firefighting systems, equipment and apparatus; street fire hydrant water tank, fire services tank, sprinkler water tank, security systems, equipment and apparatus; refuse disposal equipment; ventilation and air-conditioning plant and equipment; air-conditioners and fans and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the common use and benefit of the Estate as part of the amenities thereof and not for the sole benefit of any Owner or group of Owners of the Estate, the Existing Public Toilet Items, the PSC Items and the PTI Items (but excluding all parts of the Commercial Development, the Residential Common Services and Facilities, the Residential Car Park Common Services and Facilities, the B3 Commercial Car Park 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 by the First Owner pursuant to this Deed);

“EV Facilities for Visitors’ Parking Spaces”

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

“EV Parking Spaces”

means the [] Residential Parking Spaces numbered [] to [] (both inclusive) as shown on the Basement Level 3 Floor Plan, Basement Level 2 Floor Plan and Basement Level 1 Floor Plan hereto annexed; each referred herein to as **“EV Parking Space”**;

“Existing Footbridge”

means the existing footbridge shown and marked as “EXISTING FB” on the plan annexed to the Government Grant together with all supports and connections as shall be required or approved by the Director in accordance with Special Condition No.(35)(a)(ii) of the Government Grant;

“Existing Footbridge Supports, Connections and Extensions”

means those supports, connections and extensions to the Existing Footbridge provided and constructed or to be provided and constructed in accordance with Special Condition No.(35)(a)(ii) of the Government Grant so that pedestrian and cyclist access can be gained over the Existing Footbridge to and from the Pedestrian Link;

“Existing PTI”

means the public transport interchange then existing on the ground level of the Land (including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with the Government Grant, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements)

together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine, referred to in Special Condition No.(17)(a) of the Government Grant;

“Existing Public Toilet”

means the existing public toilet on the ground level of the Land (including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with the Government Grant, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine, referred to in Special Condition No.(16)(a) of the Government Grant and for the purpose of identification only as shown (where possible and capable of being shown) coloured pink on the Ground Floor Plan annexed hereto;

“Existing Public Toilet Items”

means (i) the external finishes of the Existing Public Toilet and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Existing Public Toilet; (ii) all lifts, escalators and stairways serving the Existing Public Toilet and the remainder of the Development; (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Existing Public Toilet and the remainder of the Development; (iv) all of the structural slabs under the Existing Public Toilet together with the drainage systems therein and thereunder; and (v) and all other common parts and facilities serving the Existing Public Toilet and the remainder of the Development, referred to in Special Condition No.(16)(i)(i) of the Government Grant;

“Existing Water Mains”

means the existing Government water mains, valves, valve pits, chambers and other waterworks structures and facilities within the Waterworks Reserve referred to under Special Condition No.(61)(i) of the Government Grant;

“Fire Safety Management Plan”

means the fire safety management plan and measures relating to the Residential Units with open kitchen required to be implemented by the Buildings Department and any addition or variation thereto from time to time in accordance with the relevant requirement of the Buildings Department, the Fire Services Department and any other relevant Government authority;

“First Assigned Premises”

means all those [] equal undivided 335,355th parts or shares of and in the Land and the Development together with the sole and exclusive right to the use, occupation and enjoyment of Flat [] on [] Floor of Tower [] [and Residential [Motor Cycle] Parking Space No. [] on Basement Level []] of [] of the Estate;

“Fitting Out Rules”

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

“FSI”	means The Financial Secretary Incorporated being a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (Chapter 1015 of the Laws of Hong Kong) and the expression “FSI” shall mean FSI in its capacity as the Owner of the Government Accommodation and if the context so permits, the successors and assigns of FSI as the Owner of the Government Accommodation;
“Government”	means the Government of Hong Kong;
“Government Accommodation”	means the Existing Public Toilet, the New PTI and the PSC, which for the avoidance of doubt, shall exclude the external finishes and external facade of the PSC and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the PSC;
“Government Grant”	means the Agreement and Conditions of Grant by Private Treaty dated 26 th January 2015 and registered in the Land Registry as New Grant No.22001 and as varied or modified from time to time;
“GPA”	means the Government Property Administrator of the Government Property Agency of 9 th Floor, South Tower, West Kowloon Government Offices, No.11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong or such other address as GPA may adopt and shall include its successor-in-title and any other officer or department of the Government or any Government or administrative authorities holding or bearing whatever title or office who or which may at any time and from time to time take up and/or replace and/or assume and/or exercise, in whole or in part, any function or role of the Government Property Administrator;
“Green Areas”	means those portions of future public roads shown coloured green on the plan annexed to the Government Grant as referred to under Special Condition No.(5)(a)(i)(I) of the Government Grant;
“Greenery Areas”	means the greenery areas, the water feature greenery areas and the vertical greenings constructed or provided within the Estate which for the purpose of identification only as shown (where possible and capable of being shown) on the Greenery Area Plans annexed hereto;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Insured Risks”	means loss or damage by or in consequence of fire, earthquake, landslip, subterranean fire; bursting or overflowing of water tanks, apparatus or pipes; riot or civil commotion, strikes, labour or political disturbances; the action of malicious persons; explosion (including explosion of boilers and other heating or ventilation apparatus); lightning, thunderbolt, storm, tempest, typhoon, floods; impact by any road vehicle, aircraft or other aerial device or articles dropped therefrom; accidental damage to underground pipes and cables; and such other risks as the Manager in its sole discretion may from time to time decide;

“KCRC Railway”	means the KCRC Railway as defined in the Mass Transit Railway Ordinance (Chapter 556 of the Laws of Hong Kong);
“Land”	means the land registered at the Land Registry as Sha Tin Town Lot No.520;
“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 the First Owner 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) []; 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;
“MOL”	means the Ma On Shan Line;
“New Drainage Reserve”	means, upon completion of the diversion work within the Drainage Reserve as required under Special Condition No.(60)(f) of the Government Grant, the area of the Land as shown coloured pink cross-hatched black stippled black, pink

cross-hatched black stippled red and pink cross-hatched black stippled red hatched black on the plan annexed to the Government Grant and referred to under the aforesaid Special Condition No.(60)(f);

“New PTI”

means the public transport interchange located or to be located at the ground level of the Land and constructed or to be constructed in accordance with Special Condition No.(18)(a)(i) of the Government Grant comprising a bus terminus with seven sawtooth bus bays, one parallel bus bay and six parallel bus stacking spaces, four parallel green minibus bays, one parallel general loading and unloading bay, two public loading and unloading bays and one taxi lay-by or such other numbers or facilities as may be required or approved by the Commissioner for Transport and an area with a net operational floor area of not less than 45 square metres reserved for ancillary facilities for bus operator, with access connecting with public roads and provision of ancillary facilities (including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with the Government Grant, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine and for the purpose of identification only as shown (where possible and capable of being shown) coloured indigo and indigo hatched black on the floor plans annexed hereto;

“Noise Mitigation Measures”

means all or any of the noise mitigation measures approved by the Director of Environmental Protection provided within the Development and any subsequent amendments thereto (if any) approved by the Director of Environmental Protection including but not limited to acoustic fin(s), acoustic balconies (baffle type), balconies with acoustic ceiling, acoustic utility platforms (baffle type), acoustic windows (baffle type), acoustic windows (baffle type) with typical balconies, fixed glazing (with or without maintenance windows), maintenance windows for air-conditioner platform and solid parapets erected at transfer plate. A list of the Residential Units in Phase 1 and Phase 2 designed with Noise Mitigation Measures serving or belonging to particular Residential Unit exclusively is set out in the Sixth Schedule hereto;

“Non-Common EV Facilities”

means all such facilities installed or to be installed within the Residential Car Park for serving any of the EV Parking Spaces exclusively for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong) parking at such EV Parking Spaces; such facilities shall include but not limited to such wires, cables, ducts, trunking, electric meter, base box, socket outlets, locks, covers and such other security and/or protective devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

“Non-enclosed Areas”

means the Balcony and the Utility Platform respectively forming part of a Residential Unit; and those Residential Units in Phase 1 and Phase 2 with Balcony and/or Utility Platform are identified in the Fifth Schedule hereto and

the locations of the Balconies and the Utility Platforms are for identification purpose only marked “BAL.” and “U.P.” respectively on the plans annexed hereto;

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

“Open Space” means the open space provided or to be provided within the Land which shall be located, formed, serviced, landscaped, planted, treated and provided with such equipment and facilities as the Director may require or approve in accordance with Special Condition No.(24)(b) of the Government Grant for recreational purposes for the proper use and enjoyment of the Land by the residents of the Residential Development and their bona fide guests or visitors;

“Other Structures and Facilities” means all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided on or in the Green Areas to the satisfaction of the Director in accordance with Special Condition No.(5)(a)(iii) 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 registered mortgagee or chargee in possession of such Share or any mortgagee or chargee who has foreclosed PROVIDED THAT subject to the provisions of the mortgage or charge, the voting rights conferred on the Owner of such Share by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed such Share;

“Owners Committee” means the owners’ committee in respect of the Development 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 or any legislation replacing the Building Management Ordinance;

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

“Pedestrian Link” means the segregated pedestrian ways or paths (together with such stairs, ramps, lightings, ventilations, passenger lifts, escalators and footbridge supports as the Director in his absolute discretion may require) linking up each and every building on the Land and linking up all major facilities within the Land including the Tai Wai Station, the Residential Development, the Government Accommodation, the Commercial Development (including the Bicycle Park and the Cycle Track), the Covered Footbridges, the Existing Footbridge, the PSC Lay-Bys, the Public Lay-By and the open space at such locations and levels as may be required or approved by the Director as constructed and provided in

accordance with Special Condition Nos.(36)(a) and (b) of the Government Grant;

“Phase” means Phase 1 or Phase 2 or a phase of the Estate in the context of the Estate being constructed in phases and to which Shares are allocated herein or pursuant to a Sub-Deed of Mutual Covenant;

“Phase 1” means Phase 1 of the Estate consisting of (inter alia) Tower 2 (2A & 2B) and Tower 3 (3A & 3B) constructed on the podium of the Estate, 135 Residential Parking Spaces (120 for motor vehicles and 15 for motor cycles) on Basement Level 1, Basement Level 2 and Basement Level 3, part of the Private Recreational Areas and Facilities and such parts of the Common Areas and the Common Services and Facilities therein constructed in accordance with the Approved Plans and in respect of which consent to assign has been issued by the Director and known as “[]”;

“Phase 2” means Phase 2 of the Estate consisting of (inter alia) Tower 5 (5A & 5B), Tower 6 (6A & 6B) and Tower 7 (7A & 7B) constructed on the podium of the Estate, 230 Residential Parking Spaces (206 for motor vehicles and 24 for motor cycles) on Basement Level 1, Basement Level 2 and Basement Level 3, part of the Private Recreational Areas and Facilities and such parts of the Common Areas and the Common Services and Facilities therein constructed in accordance with the Approved Plans and in respect of which consent to assign has not yet been issued by the Director and known or intended to be known as “[]”;

“Private Recreational Areas and Facilities” means the recreational areas and recreational facilities and facilities ancillary thereto (including but not limited to the Club House) as are approved by the Director pursuant to the provisions of Special Condition No.(24)(a) of the Government Grant which now are or may at any time during the Term be provided for the common use and benefit of the residents of the Residential Development and their bona fide visitors;

“PSC” means the post secondary college with PSC Parking Spaces constructed or to be constructed in all respects to the satisfaction of the Secretary for Education in accordance with Special Condition No.22(a) of the Government Grant and for the purpose of identification only as shown (where possible and capable of being shown) coloured violet on the floor plans annexed hereto;

“PSC Items” means (i) the external finishes and the external façade of the PSC and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the PSC; (ii) all lifts, escalators and stairways serving the PSC and the remainder of the Development; (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the PSC and the remainder of the Development; (iv) all of the structural slabs under the PSC together with the drainage systems therein and thereunder; and (v) all other common parts and

facilities serving the PSC and the remainder of the Development, referred to in Special Condition No.(22)(1)(i) of the Government Grant;

“PSC Lay-Bys”

means the lay-bys provided or to be provided at the ground level of the Land in all respects to the satisfaction of the Director for the picking up and setting down of passengers from motor vehicles (including taxis) in connection with the PSC in accordance with Special Condition No.(49)(a) of the Government Grant forming part of the Estate Common Areas and for the purpose of identification only as shown (where possible and capable of being shown) coloured green cross-hatched black on the Ground Floor Plan annexed hereto;

“PSC Parking Spaces”

means eight motor vehicle parking spaces and five motor cycle parking spaces constructed or to be constructed in all respects to the satisfaction of the Secretary for Education in accordance with Special Condition No.(22)(a) of the Government Grant forming part of the PSC;

“PTI Items”

means (i) the external finishes of the Existing PTI and the New PTI and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Existing PTI and the New PTI; (ii) all lifts, escalators and stairways serving the Existing PTI or the New PTI or both and the remainder of the Development; (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Existing PTI or the New PTI or both and the remainder of the Development; (iv) all of the structural slabs under the Existing PTI or the New PTI or both together with the drainage systems therein and thereunder; and (v) all other common parts and facilities serving the Existing PTI or the New PTI or both and the remainder of the Development, as referred to in Special Condition No.(19)(a) of the Government Grant;

“Public Lay-By”

means the public lay-by provided or to be provided at the ground level of the Land near the junction between Chui Tin Street and Che Kung Miu Road (or at such other location as may be determined by the Director) in all respects to the satisfaction of the Director for the picking up and setting down of passengers from motor vehicles (including taxis) in accordance with Special Condition No.(50)(a) of the Government Grant forming part of the Estate Common Areas;

“Railway Structures and Installations”

means the Railway Structures and Installations as defined in Special Condition No.(32)(a) of the Government Grant;

“Residential Car Park”

means those parts of the Estate constructed for the purpose of the parking of motor vehicles and motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees;

“Residential Car Park Common Areas”

means those parts of the Residential Car Park intended for the common use and benefit of the Owners, occupiers and licensees of (i) the Residential Parking Spaces, (ii) the Visitors’ Parking Spaces and (iii) the Bicycle Parking Spaces including, but not limited to, finishes of the internal surface of enclosing walls of the Residential Car Park, all accessory areas, circulation passages, staircases,

landings, drop off area, ramps, driveways, fan rooms, air duct shaft, fire service water tanks, pump room, carpark lift lobbies and EV charger rooms but excluding anything contained in the B3 Commercial Car Park Common Areas, the Estate Common Areas and the Residential Common Areas. The Residential Car Park Common Areas in Phase 1 and Phase 2 are for the purpose of identification only as shown (where possible and capable of being shown) coloured brown on the plans annexed hereto and as shown (where possible and capable of being shown) coloured brown (for those parts within Phase 1) and coloured brown dash hatched red (for those parts within Phase 2) on the Common Areas demarcation plans annexed hereto. The Residential Car Park Common Areas in other Phase(s) shall be identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Deed Poll to be executed in respect of such other Phases;

“Residential Car Park Common Services and Facilities”

means those services and facilities in on or under the Residential Car Park and which serve the Residential 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, smoke vent, firefighting installation and equipment, security systems and apparatus and the Common EV Facilities but excluding anything contained in the B3 Commercial Car Park Common Services and Facilities, the Estate Common Services and Facilities and the Residential Common Services and Facilities;

“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 the transfer plates, parts of Pedestrian Link, the covered walkway with greenery on the top, all those parts of the Greenery Areas which serve the Residential Development as a whole and all the slabs of the said parts of the Residential Development above the upper boundary of the Tai Wai Station including all the slabs above the water-proofing membrane and system and associated protection immediately above, and all utilities, services, trenches, pits and facilities which serve the Residential Development or any part thereof, as well as all the finishes of the Residential Development, areas for accommodating electrical and mechanical installations above the roof of the Tai Wai Station on 4th Floor and below 5th Floor, inaccessible void above the roof of 5th Floor and below 6th Floor, emergency vehicular access, driveways, areas for installation or use of aerial broadcast distribution or telecommunications network facilities, satellite master antenna television (SMATV) room, residential entrance lobbies, residential shuttle lift lobbies, lift machine room, staircases, landings, walkways, corridors and passages, refuge floors, landscaped areas, communal podium gardens and acoustic fins, lift shafts, plant and equipment rooms podium deck, refuse rooms, swimming pool filtration plant rooms, flushing tank room, potable and cleansing tank room, roofs and flat roofs, air-conditioner platforms (including any grilles attached thereto), architectural features of the Towers and associated supporting beams and columns, the external walls of the Towers (including curtain walls or any part thereof (including the window frames, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of

the curtain wall, the non-openable windows therein or thereto and window frames, glass panels, cast-in anchors, gasket, window sealant and such other components of such non-openable windows but excluding all openable windows installed therein and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows), non-structural prefabricated external wall, parapet walls, structural walls and columns within or appertaining to the Residential Development, the loading and unloading spaces for goods vehicles provided pursuant to Special Condition No.(44)(a)(i) of the Government Grant, Visitors' Parking Spaces, Bicycle Parking Spaces, caretaker's counters, Private Recreational Areas and Facilities, play areas, fire services pump rooms, transformer rooms, switch rooms, main telecommunication broadcast equipment rooms, telecommunication duct, emergency generator rooms, water pump rooms, fan rooms, water meter cabinet room, air handling unit rooms, filtration plant rooms, pipe ducts, cable ducts, air duct shaft, mail boxes, skylight, canopy, lawns, water features, planters, footpaths, Open Space, other open spaces, Noise Mitigation Measures (excluding those forming part or parts of a Unit) and other areas designated for the benefit of the Residential Development but excluding anything contained in the B3 Commercial Car Park Common Areas, the Estate Common Areas and the Residential Car Park Common Areas. The Residential Common Areas in Phase 1 and Phase 2 are for the purpose of identification only as shown (where possible or capable of being shown) coloured yellow and yellow stippled black on the plans annexed hereto and as shown (where possible and capable of being shown) coloured yellow and yellow stippled black (for those parts within Phase 1) and coloured yellow dash hatched red and yellow stippled black dash hatched red (for those parts within Phase 2) on the Common Areas demarcation plans annexed hereto. The Residential Common Areas in other Phase(s) shall be identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Deed Poll to be executed in respect of such other Phases;

**“Residential
Common Services
and Facilities”**

means those services and facilities constructed or installed or to be constructed or installed in on or under the Development and which serve the Residential Development and not for the sole benefit of any Owner of a Residential Unit including but not limited to, EV Facilities for Visitors' Parking Spaces, aerial broadcast distribution or telecommunication network facilities, drains, channels, water tanks, ducting, pipes, cables, wiring, plant and machinery, air-conditioning and ventilation system, electrical installations, fittings, equipment and apparatus, lifts, fire fighting installations and equipment, security systems and apparatus and gondolas but excluding anything contained in the B3 Commercial Car Park Common Services and Facilities, the Estate Common Services and Facilities and the Residential Car Park Common Services and Facilities;

**“Residential
Development”**

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

**“Residential Parking
Space”**

means a Unit situate in the Residential Car Park and designated for the parking of motor vehicles or motor cycles licensed under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong), and regulation made thereunder and

any amending legislation, and belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees, which expression shall exclude the spaces for parking of motor vehicles and motor cycles as referred to in the definition of Commercial Development and forming part of the Commercial Development;

“Residential Unit” means a Unit in the Residential Development, which is also herein referred to as a **“Flat”**;

“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;

“Setting-back Area” means those areas shown coloured pink hatched black and pink cross-hatched black stippled red hatched black on the plan annexed to the Government Grant as referred to under Special Condition No.(62)(a) of the Government Grant;

“Shares” means the 335,355 equal undivided shares of and in the Land and the Development, each a **“Share”**;

“Slope and Retaining Structures” means all slopes, slope treatment works, retaining walls and other structures within or outside the Land the maintenance of which is the liability of the Owners under the Government Grant or this Deed and, for the purpose of identification only, a slope plan of a scale of not less than 1:500 showing all Slopes and Retaining Structures as coloured brown thereon is annexed hereto;

“Slope Maintenance Manual” means the maintenance manual for the Slope and Retaining Structures prepared in accordance with ‘Geoguide 5 - Guide to Slope Maintenance’ issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and approved by the relevant government departments;

“Special Fund” means the Special Fund established pursuant to Clause 2(a) of Section J of this Deed;

“Structures” means the Structures as defined in Special Condition No.(5)(a)(i)(II) of the Government Grant;

“Sub-Deed of Mutual Covenant” means any such sub-deed of mutual covenant or sub-sub-deed of mutual covenant which may be entered or to be entered into by any Owners after obtaining the approval of the Director in respect of any part of the Land and the Development;

“Tai Wai Station” means the railway station within the Development together with such ancillary railway structures, facilities, subways and roads for the operation of the KCRC Railway which railway station and ancillary railway structures, facilities, subways and road are collectively referred to as “the Tai Wai Station” under Special Condition No.(28)(a) of the Government Grant and, for the avoidance of doubt, the lowest slab at the ceiling (including the water-proofing membrane and system and associated protection immediately above) of the Tai Wai Station situated under the Estate or any part thereof shall form the upper boundary and

parts of the Tai Wai Station, and all foundations, columns, beams and other structural parts of the Tai Wai Station located below the said upper boundary of the Tai Wai Station whether or not such foundations, columns, beams and structural parts support the Estate or any part thereof shall form parts of the Tai Wai Station. For further avoidance of doubts, the following shall fall outside the boundary of the Tai Wai Station and shall not form part of the Tai Wai Station: all the slabs above the said upper boundary of the Tai Wai Station including all the slabs above the said water-proofing membrane and system and associated protection immediately above, and all utilities, services, trenches, pits and facilities which serve the Estate or any part thereof, as well as all the finishes of the Estate. The Tai Wai Station is for the purpose of identification only as shown (where possible and capable of being shown) coloured grey on the plans annexed hereto;

“Term” means the term of 50 years commencing from 26th January 2015 and expiring on 25th January 2065 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, occupation and enjoyment of which has been or is intended to be assigned to an Owner including, except as expressly provided otherwise herein, the internal plaster and other internal covering of the external walls enclosing the Unit, the plaster and covering of the internal surface of other enclosing walls abutting on the Common Areas enclosing the Unit (except for the glass balustrade and parapet of flat roof and roof), the internal walls within a Unit, in the case of non-structural Party Wall only up to the mid point of such Party Wall, in case of structural Party Wall only the plaster and covering of the internal surface of the Party Wall, all openable windows installed in or to any curtain wall enclosing a Residential Unit and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows and also casement windows (whether openable or not) installed in or to any external wall (other than curtain wall) enclosing a Residential Unit and the window frame on the external wall, frames enclosing the glass panels of the casement windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such casement windows, the finishes (but not any other part) of ceilings, floors and concrete slabs of bay windows, the glass and metal balustrades of Balcony and Utility Platform, the glass balustrade and parapet of flat roof and roof (and in case of glass balustrade or parapet or any part thereof separating the flat roofs or roofs of two Units only up to the mid point of such glass balustrade or parapet of part thereof), the Noise Mitigation Measures (if any) appertaining to the Unit but shall exclude all structural columns (if any) within the Unit and structural columns (if any) appertaining to the Unit and any walls forming part of the Existing Public Toilet Items, the PSC Items or the PTI Items Provided that if the Government Accommodation is concerned, the walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation are excluded;

“Utility Platform”	means each of the utility platforms forming part of a Residential Unit and for the avoidance of doubt includes the glass, metal grilles and balustrades and other materials enclosing the utility platform and the handrails thereof and the plaster of and the finishes of the ceiling of the utility platform and the lamp(s) and other fixtures (including but not limited to any suspended ceiling) (if any) at the utility platform;
“Visitors’ Parking Spaces”	means parking spaces of motor vehicles provided under Special Condition No.(43)(a)(iii) of the Government Grant for the parking of motor vehicles licensed under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong) belonging to the bona fide visitors or invitees of the residents of the Residential Units and form part of the Residential Common Areas, and each referred to as “Visitors’ Parking Space” (which expression shall include Visitors’ Parking Spaces for Disabled Persons as defined below);
“Visitors’ Parking Spaces for Disabled Persons”	means parking spaces of motor vehicles provided out of Visitors’ Parking Spaces pursuant to Special Condition No.(43)(d)(i) of the Government Grant for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation and form part of the Residential Common Areas, and each referred to as “Visitors’ Parking Space for Disabled Persons” ;
“Waterworks Reserve”	means those areas of the Land enclosed by the dashed blue lines as shown and marked “WWR” on the plan annexed to the Government Grant and referred to in Special Condition No.(61)(a) of the Government Grant; and
“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 the First Owner and of all the other Owners in this Deed, any Sub-Deed of Mutual Covenant or Deed Poll and the powers, duties, rights and privileges of the Manager contained in this Deed, any Sub-Deed of Mutual Covenant or Deed Poll shall be subject to the easements, rights and privileges of FSI and KCRC and shall not in any way adversely affect or prejudice the easements, rights and privileges reserved to FSI and KCRC in this Deed, the Sub-Deed of Mutual Covenant, the Deed Poll, the Government Grant and the Station Assignment.

Sub-Deeds of Mutual Covenant and Deed Polls

2. The First Owner shall have the right in respect of any part of the Estate (excluding the Units which have been assigned by the First Owner) to enter into a Sub-Deed of Mutual Covenant, in the event of multi-ownership of that part, or in any other case a Deed Poll in respect of that part for the purpose of sub-allocating Shares and Management Units to the Unit(s) and Shares to the Common Areas and the Common Services and Facilities in that part and in the event of multi-ownership of that part to more precisely define the rights and obligations of the Owners in that part in each case subject to the prior approval of the Director to the terms of any such Sub-Deed of Mutual Covenant or Deed Poll provided that the right to sub-allocate the Shares and the Management Units shall not affect the proportion of Shares allocated to the Government Accommodation or the number of Shares allocated to the Tai Wai Station. No Management Units shall be allocated to the Government Accommodation, the Tai Wai Station or the Common Areas and the Common Services and Facilities.

Right to make additions etc.

3. Without prejudice to the rights granted to the Owner of the Government Accommodation in Clause 2 of Part I of the Second Schedule to this Deed, each Owner of a Unit (other than an Owner of a Residential 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 and without interfering with or affecting the rights of other Owners and without affecting the existing design or external appearance of the facade or elevations of any building and each such Owner shall have the right to remove the same at his own expense in the like manner Provided That the Owner(s) of the Commercial Development may display, install, erect, affix or permit to be displayed, installed, erected or affixed any sign or advertisement to the external wall of the Commercial Development for so long as such external wall is owned by him/them subject to prior approval of the relevant Government authority and compliance with all the relevant Ordinances and regulations made thereunder.

Right of Owners to sell or lease

4. Subject to the provisions of the Government Grant and any Sub-Deed of Mutual Covenant (only where the Unit or Units to be sold, assigned, mortgaged, charged, leased, licensed or otherwise disposed of is or are subject to the relevant Sub-Deed of Mutual Covenant) and Clause 10 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 (and the right to the exclusive use, occupation and enjoyment of his Unit or Units) 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 (save and except FSI as the Owner of the Government Accommodation) 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 Provided that if any part of the Party Wall shall form part of the Existing Public Toilet Items, the PSC Items or the PTI Items, such part of the Party Wall shall be maintained by the Manager at the expenses of the Owners (save and except the Owner of the Government Accommodation) in accordance with Clause 10 of Section E of this Deed.

Rights of KCRC

6. KCRC shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Station Assignment and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy the whole of the Tai Wai Station Together with the appurtenances thereto and the entire rents and profits thereof.

Rights of First Owner

7. The First Owner shall, during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, this Deed and the Station Assignment have the full and exclusive right and privilege to hold, use, occupy and enjoy the Development together with the appurtenances thereto and the entire rents and profits thereof save and except the Government Accommodation, the Tai Wai

Station and the First Assigned Premises.

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, this Deed and the Station Assignment have the full and exclusive right and privilege to hold, use, occupy and enjoy the First Assigned Premises together with the appurtenances thereto and the entire rents and profits thereof.

**Rights of sole Owner
of Commercial
Development**

9. The sole Owner of the Commercial Development or any part thereof shall have the right in respect of the Commercial Development or the relevant part thereof to enter into such Sub-Deed of Mutual Covenant as it considers appropriate, in the event of multi ownership of the Commercial Development or the relevant part thereof, for the purpose of (i) allocating Shares and Management Units to the Unit(s) within the Commercial Development or the relevant part thereof; (ii) designating the Greenery Areas in the Commercial Development, the loading and unloading spaces provided pursuant to Special Condition No.(44)(a)(ii) of the Government Grant and designated for use by the Commercial Development and any other areas and services and facilities in the Commercial Development or the relevant part thereof as common areas and common services and facilities for the common use and benefit of the Owners, tenants and licensees of parts of the Commercial Development and their bona fide guests, visitors and invitees and to allocate Shares thereto; and (iii) further defining the rights and obligations among the Owners of the Commercial Development or the relevant part thereof, such Sub-Deed of Mutual Covenant shall be subject to the prior approval of the Director and shall not be inconsistent with any provision in this Deed or adversely affect or prejudice the Owners of the other parts of the Development including the Owners of the Tai Wai Station and the Owner of the Government Accommodation.

Disposal Restrictions

10. (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 not exceeding ten (10) years or (ii) the licensing of any Unit.

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

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

- (d) The Residential Parking Spaces shall not be:
 - (i) assigned except (I) together with Shares giving the right of exclusive use and possession of a Residential Unit or Residential Units, or (II) to an Owner of a Residential Unit or Residential Units; or
 - (ii) underlet except to residents of the Residential Units;

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

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

Rights of the Owner of the Commercial Development to manage

11. (a) If any Owner solely owns the whole of the Commercial Development, then that Owner may at its option exercise a right to manage the B3 Commercial Car Park Common Areas and the B3 Commercial Car Park Common Services and Facilities PROVIDED THAT such right shall be subject to the easements, rights and privileges of FSI and shall not in any way adversely affect or prejudice the easements, rights and privileges reserved to FSI under this Deed and the Government Grant.

(b) In the exercise of the right contained in Clause 11(a) of this Section the Owner of the Commercial Development shall in respect of the B3 Commercial Car Park Common Areas and the B3 Commercial Car Park Common Services and Facilities comply with the obligations contained in Clause 1(b) of Section I of this Deed and shall maintain a standard of management equivalent to the remainder of the Estate.

(c) The right contained in Clause 11(a) of this Section shall only survive for so long as the Commercial Development is solely owned by one Owner. Upon the Commercial Development falling into multi-ownership, the management of the B3 Commercial Car Park Common Areas and the B3 Commercial Car Park Common Services and Facilities shall revert to the Manager.

(d) For so long as the sole Owner of the Commercial Development is lawfully exercising the right contained in Clause 11(a) of this Section, the Manager shall be relieved of its duty to manage the B3 Commercial Car Park Common Areas and the B3 Commercial Car Park Common Services and Facilities but shall continue to perform (to the exclusion of the Owner of the Commercial Development) the duties referred to in Clauses 1(b)(iv), (xii), (xxv), (xxxii), (xxxiii), (xxxiv), (xxxvi) and

(xlili) of Section I of this Deed in respect of the B3 Commercial Car Park Common Areas and the B3 Commercial Car Park Common Services and Facilities the costs of which shall be recoverable from the Owner of the Commercial Development.

(e) If the Owner of the Commercial Development shall fail to manage the B3 Commercial Car Park Common Areas and the B3 Commercial Car Park Common Services and Facilities in accordance with the provisions of Clause 11(b) of this Section or fail to maintain a management standard equivalent to the remainder of the Estate, then the Manager may serve notice of that fact on the Owner of the Commercial Development requiring the Owner to remedy, and if the Owner of the Commercial Development shall have failed to remedy his default within three (3) months his right to manage the B3 Commercial Car Park Common Areas and the B3 Commercial Car Park Common Services and Facilities shall terminate whereupon the management rights of the B3 Commercial Car Park Common Areas and the B3 Commercial Car Park Common Services and Facilities shall revert to the Manager.

(f) For the avoidance of doubt, this Clause shall not prejudice the rights and powers of the Owners Corporation (if formed) under the Building Management Ordinance and the exercise of the right contained in Clause 11(a) of this Section shall not in any way adversely affect or impede or restrict the use, operation, maintenance, safety and enjoyment of and access to and from the Government Accommodation or any part thereof or the services or facilities supplying the Government Accommodation.

SECTION D

ABATEMENT OF RIGHTS

Reinstatement

If the whole or any part of the Estate has been damaged by fire, typhoon, earthquake, subsidence or other causes rendering it substantially unfit for use or habitation or occupation, the Owners of not less than 75% of the Shares allocated to that damaged part(s) of the Estate (excluding the Shares allocated to the Common Areas and the Common Services and Facilities) may convene a meeting and decide by a resolution of not less than 75% of those present at the meeting whether or not to rebuild or reinstate the damaged part(s) of the Estate. The resolution is to be binding upon all the Owners of the damaged part(s). Subject to the aforesaid, the provisions of Clause 13 of Section F of this Deed shall apply to the aforesaid meeting of the Owners of the damaged part(s) of the Estate.

SECTION E

OBLIGATIONS OF OWNERS

Owners to comply

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

- (a) the Government Grant;
- (b) this Deed; and
- (c) the Station Assignment.

Owners to observe restrictive covenants

2. The Owners (subject to the right reserved to FSI in Clause 2 of Part I of the Second Schedule to this Deed) 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 Tai Wai Station, the Government Accommodation, a Unit or any other distinct part of the Development, such demands shall be settled by the Owner or Owners of those parts of the Development.

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

Rates and taxes

4. All existing and future taxes, rates, assessments, property tax and outgoings of every description for the time being payable (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. Subject to Clauses 8 and 9 of this Section E, each Owner of the Estate (excluding the Owner of the Government Accommodation) shall upon demand pay to the Manager the Management Charges in respect of any Unit owned by him, calculated in accordance with the provisions of Section J of this Deed.

Repairs

7. Subject to Clause 9 of this Section E, each Owner of the Estate (excluding the Owner of the Government Accommodation) shall at his own expense keep :

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

Obligations of Owner of the Tai Wai Station

8. The Owner of the Tai Wai Station shall be responsible for the operation, maintenance and management of the Tai Wai Station but not any part of the Estate. The Owner of the Tai Wai Station shall not be liable to contribute towards the Management Charges calculated in accordance with Clause 5 of Section J of this Deed (save as provided in Clause 5(b)(III) of Section J of this Deed) and the deposits set out under Clauses 9(a) and 9(c) of Section J of this Deed.

Obligations of the Owner of the Government Accommodation

9. (a) The Owner of the Government Accommodation shall be responsible for the maintenance and management of all parts of the Government Accommodation only (excluding the Existing Public Toilet Items, the PSC Items and the PTI Items) but not any other part of the Development nor any areas, facilities or services outside the Land.

(b) The Owner of the Government Accommodation shall not be liable to make any payment or contribution towards the Management Charges calculated in accordance with Clause 5 of Section J of this Deed or any deposits set out under Clauses 9(a) and 9(c) of Section J of this Deed.

Maintenance of the Existing Public Toilet

10. The Owners (save and except FSI as the Owner of the Government Accommodation) shall, acting by the Manager, be responsible for maintaining, managing and repairing the Existing Public Toilet Items, the

**Items, the PSC Items
and the PTI Items**

PSC Items and the PTI Items in accordance with Special Condition Nos. (16)(i), (22)(1)(i) and (19)(a) of the Government Grant respectively and shall indemnify and shall keep indemnified the Government and FSI against all actions, proceedings, liabilities, claims, costs, expenses, damages, charges and demands of whatsoever nature arising out of or as a consequence of a failure to maintain the Existing Public Toilet Items, the PSC Items and the PTI Items.

Works by Owners

11. (a) All Owners (save and except the Owner of the Tai Wai Station and the Owner of the Government Accommodation) shall apply for the Manager's consent in relation to all matters which require such consent under the terms of this Deed or 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. Where consent of the Manager is required under this Deed, such consent shall not be unreasonably withheld.

(b) Any work, whether or not the Manager's consent is required for the same, shall in all respects fully comply with the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) and any regulations made thereunder (save for works to the Tai Wai 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 Tai Wai Station and the Owner of the Government Accommodation) shall and shall cause his servants, agents, contractors and workmen to cooperate fully with the Manager and all servants, agents, contractors and workmen of the Manager and with other Owners, tenants or contractors carrying out work in the Estate. An Owner (save and except the Owner of the Tai Wai Station and the Owner of the Government Accommodation), his servants, agents, contractors and workmen shall obey and comply with all reasonable instructions and directions which may be given by the Manager in connection with the carrying out of such work.

(c) Without prejudice to any rights, easements and privileges applicable to the Owner of the Tai Wai Station under Clause 3 of Part I of the Second Schedule hereto, the Owner of the Tai Wai Station may carry out any work relating to the routine and emergency maintenance and the safety or operation of the Tai Wai Station, the KCRC Railway and the Railway Structures and Installations within the Development (save and except the Units in the Residential Development) with such tools, equipment, machinery or motor vehicles which the Owner of the Tai Wai Station considers necessary without the Manager's consent Provided that for such purpose the Owner of the Tai Wai 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 in the case of the Government Accommodation only if the entry is unavoidable and with the prior approval of the Owner of the Government Accommodation (except in case of emergency) and the least disturbance

being caused and the Owner of the Tai Wai Station shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation and shall indemnify the Owner of the Government Accommodation from and against all costs and expenses incurred for any damage caused to the Government Accommodation and Provided Further that the Owner of the Tai Wai Station shall at its own expenses make good any damage caused to the Estate as a result of carrying out such works and shall be liable for and shall indemnify the Owners of the Estate from and against all costs and expenses incurred for any damages caused to the Estate.

(d) Without prejudice to the aforesaid, all Owners (save and except the Owner of the Tai Wai Station and the Owner of the Government Accommodation) 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 relevant account of the Special Fund.

Protection of Tai Wai Station

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

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

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

(c) Throughout the whole of the Term the Owners shall at their own expense comply with and observe to the satisfaction of (i) the

Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities all special requirements in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the KCRC Railway and the Railway Structures and Installations in accordance with Special Condition No.(32)(d) of the Government Grant; and (ii) the Director of Buildings all the requirements imposed by the Director of Buildings from time to time to protect the KCRC Railway, the Tai Wai Station and the Railway Structures and Installations in accordance with Special Condition No.(32)(e) of the Government Grant.

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

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

**Owner to make good
loss or damage**

13. 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 or any part of the Development 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

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

or through, or in any way owing to the overflow of water or escape of fire or other substances originating therefrom.

**Appointment of
Attorney**

15. (a) For the purposes of carrying out any of the provisions of Clause 3 of Part II of the Second Schedule each Owner (save and except FSI as the Owner of the Government Accommodation) shall be deemed to have appointed the First Owner irrevocably as his attorney.

(b) The Owners of the Estate (save and except FSI as the Owner of the Government Accommodation) jointly and severally and irrevocably appoint the Owner of the Tai Wai Station as their attorney and grant unto the Owner of the Tai Wai 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 Tai Wai Station mentioned in Part II of the Second Schedule to the Station Assignment with full power of delegation and the Owners of the Estate (save and except FSI as the Owner of the Government Accommodation) hereby further jointly and severally and irrevocably undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the above mentioned grant.

**Covenants in
assignment**

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

“1. The Purchaser covenants with MTR Corporation Limited 香港鐵路有限公司 (the “**First Owner**” which expression shall include its successors and assigns (other than the Purchaser) and attorneys) for the purpose of enabling the First Owner to exercise all or any of the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted under Clause 3 of Part II of the Second Schedule to the Principal Deed of Mutual Covenant and Management Agreement dated the [day of 20] relating to Sha Tin Town Lot No.520 (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.520 (the “**Lot**”) and the development constructed or to be constructed thereon (save and except the Property) and be enforceable by the First Owner that :-

(a) the Covenanting Purchaser grants confirms and acknowledges the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted and

conferred on the First Owner under Clause 3 of Part II of the Second Schedule to the Deed of Mutual Covenant and Management Agreement 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 First Owner;

- (b) the Covenantee Purchaser shall, if required by the First Owner, do everything necessary, including giving express consents in writing to the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the First Owner, to facilitate the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the First Owner;
- (c) the Covenantee Purchaser (excluding FSI as the Owner of the Government Accommodation) hereby expressly and irrevocably appoints the First Owner to be his attorney (with full power of substitution and delegation and, who may act through such officers, employees, agents, nominees and any substitute attorneys as the First Owner from time to time appoint) and grants unto the First Owner the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of such Covenantee Purchaser (excluding FSI as the Owner of the Government Accommodation) deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the covenants, rights, liberty, privileges, entitlements, exceptions and reservations conferred on the First Owner under Clause 3 of Part II of the Second Schedule to the Deed of Mutual Covenant and Management Agreement as aforesaid and the Covenantee Purchaser (excluding FSI as the Owner of the Government Accommodation) hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant and will ratify and confirm all that the First Owner shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenantee Purchaser (excluding FSI as the Owner of the Government Accommodation) and shall not be revoked by the Covenantee Purchaser (excluding FSI as the Owner of the

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

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

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

2. The Purchaser covenants with Kowloon-Canton Railway Corporation 九廣鐵路公司 as owner of the Tai Wai Station (as defined in the Deed of Mutual Covenant and Management Agreement) (“**the Owner of the Tai Wai Station**” which expression shall include its successors and assigns and attorneys) for the purpose of enabling the Owner of the Tai Wai Station to exercise all or any of the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted under Clause 3 of Part I of the Second Schedule to the Deed of Mutual Covenant and Management Agreement and under Part II of the Second Schedule to the Assignment registered in the Land Registry by Memorial No.15021801600059 and re-registered in the Land Registry by Memorial No.18032801620019 as confirmed by a Confirmatory Assignment registered at the Land Registry by Memorial No.[] (the “**Station Assignment**”) to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the “**Covenanting Purchaser**”) and shall enure for the benefit of the Tai Wai Station and be enforceable by the Owner of the Tai Wai Station that :-

- (a) the Covenanting Purchaser grants confirms and acknowledges the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted and conferred on the Owner of the Tai Wai Station under Clause 3 of Part I of the Second Schedule to the Deed of Mutual Covenant and Management Agreement and under

Part II of the Second Schedule to the Station Assignment and the Covenanted 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 Tai Wai Station;

- (b) the Covenanted Purchaser shall, if required by the Owner of the Tai Wai 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 Tai Wai Station, to facilitate the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the Owner of the Tai Wai Station;
- (c) the Covenanted Purchaser (excluding FSI as the Owner of the Government Accommodation) hereby expressly and irrevocably appoints the Owner of the Tai Wai 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 Tai Wai Station from time to time appoint) and grants unto the Owner of the Tai Wai 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 Covenanted Purchaser (excluding FSI as the Owner of the Government Accommodation) deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the covenants, rights, liberty, privileges, entitlements, exceptions and reservations conferred on the Owner of the Tai Wai Station under Clause 3 of Part I of the Second Schedule to the Deed of Mutual Covenant and Management Agreement and under Part II of the Second Schedule to the Station Assignment as aforesaid and the Covenanted Purchaser (excluding FSI as the Owner of the Government Accommodation) hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant and will ratify and confirm all that the Owner of the Tai Wai 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 Covenanted Purchaser (excluding FSI as the Owner of the Government

Accommodation) and shall not be revoked by the Covenanting Purchaser (excluding FSI as the Owner of the Government Accommodation) or by the death incapacity bankruptcy or winding up (as the case may be) of the Covenanting Purchaser (excluding FSI as the Owner of the Government Accommodation); and

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

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

Maintenance of Slope and Retaining Structures

17. The Owners (excluding the Owner of the Tai Wai Station and FSI as the Owner of the Government Accommodation) shall at their own expense, maintain, repair and carry out such works as are necessary in relation to the Slope and Retaining 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 Slope Maintenance Manual prepared in accordance with Geoguide 5.

Maintenance of the Green Areas, the Structures and the Other Structures and Facilities and provision of access thereto

18. (a) The Owners (excluding the Owner of the Tai Wai Station and FSI as the Owner of the Government Accommodation) shall at their own expense maintain the Green Areas together with the Structures and the Other Structures and Facilities to the satisfaction of the Director in accordance with Special Condition No.(5)(a)(iii) of the Government Grant until such time as possession of the Green Areas have been re-delivered to the Government in accordance with Special Condition No.(6) of the Government Grant.

(b) The Owners shall at all reasonable times while the Owners are in possession of the Green Areas or any part or parts thereof allow free access over and along the Green Areas or such part or parts thereof for all Government and public vehicular and pedestrian and cyclist traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(5) of the Government Grant or otherwise.

(c) The Owners shall at all reasonable times while they are in possession of the Green Areas or any part or parts thereof permit the Director, his officers, contractors, agents and any other persons authorized by him, the Government and the relevant public utility companies authorised by the Government, the officers of the Water Authority and such other persons as may be authorised by the Water Authority, the right of free and unrestricted ingress, egress and regress to, from and through the Land and the Green Areas or part or parts thereof for the purpose of carrying out, inspecting and supervising of the works as referred to under Special Condition No.(8)(a) of the Government Grant.

**Government's access
to Tai Wai Station**

19. The Owners shall throughout the term of the Government Grant permit, in accordance with Special Condition No.(33)(a) of the Government Grant, the Government, its officers, servants and agents and any other persons authorized by it or them to have free ingress, egress and regress to, from and through the Land and any building or structure erected or to be erected thereon at all reasonable times (upon giving not less than 14 days' prior notice except in the case of emergency) with or without tools, motor vehicles or equipment for the purposes of inspection of the Railway Structures and Installations and public roads and highways structures or any part thereof.

**Government's access
to Drainage Reserve
and New Drainage
Reserve**

20. The Owners shall throughout the Term , in accordance with Special Condition No.(60)(d) of the Government Grant, permit the Director and his duly authorised officers, contractors, his or their workmen with or without tools, equipment, machinery or motor vehicles unrestricted ingress, egress and regress at all times to, from and through the Land for the purposes of laying, inspecting, repairing and maintaining any drains, sewers, channels, drainage facilities and all other services running across, through or under the Drainage Reserve or the New Drainage Reserve (as the case may be) which the Director may require or authorise.

**Government's access
to Waterworks
Reserve**

21. The Owners shall in accordance with Special Condition No.(61)(g) of the Government Grant, permit the Government and the Director of Water Supplies, its or their officers, officers of other Government departments designated by the Director of Water Supplies, contractors, licensees, workmen whether employed by the Director of Water Supplies or by other designated Government departments or by their duly authorized contractors or licensees, whether with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress and at all times to, from and through the Land or any part thereof for the purpose of inspecting, laying, installing, operating, maintaining, repairing and renewing any or all of the Existing Water Mains.

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

22. (a) The First Owner shall make payments and contributions for those expenses which are of a recurrent nature for those Units in the Estate and Shares in the Estate unsold.

(b) The First Owner shall not be liable to make payments and contributions under Section J of this Deed in respect of any Units of a Phase, unless and until the construction of which has been completed and the First Owner is in a position validly to assign such Units (i.e. when the consent to assign in respect of such Units or certificate of compliance has been issued by the Director) except to the extent that that Phase benefits from the provisions in this Deed as to management and maintenance (such as the costs of managing and maintaining slopes or as to security provided by the management of the completed parts) of the Estate.

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

**No conversion of
Common Areas**

23. (a) Subject to the reserved rights of the First Owner under Clause 3 of Part II of the Second Schedule to this Deed and the reserved rights of the Owner of the Tai Wai Station under Clause 3 of Part I of the Second Schedule, no Owner (including the First Owner) may convert any of the Common Areas to his own use or for his own benefit unless the approval by a resolution of the Owners Committee has been obtained and such conversion shall not affect the proper use and enjoyment of the Government Accommodation. Any payment received for the approval shall be credited to the relevant accounts of the Special Fund as provided in Clause 2 of Section J.

(b) Subject to the reserved rights of the First Owner under Clause 3 of Part II of the Second Schedule to this Deed and the reserved rights of the Owner of the Tai Wai Station under Clause 3 of Part I of the Second Schedule and the rights of the sole Owner of the Commercial Development under Clause 9 of Section C, no Owner (including the First Owner) may convert or designate any of his own areas as Common Areas unless the approval by a resolution of Owners at a meeting of the Owners of the Estate convened under this Deed or at a meeting of the Owners of the relevant part of the Estate convened under this Deed or the relevant Sub-Deed of Mutual Covenant (as the case may be) has been obtained and such conversion or designation shall not affect the proper use and enjoyment of the Government Accommodation or the safety and operation of the Tai Wai Station, the KCRC Railway and the Railway Structures and Installations. No Owner (including the First 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**

24. (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, by-laws and Government regulations of Hong Kong.

(b) The Non-enclosed Areas and the covered areas underneath the Non-enclosed Areas must not be enclosed above safe parapet height other than as under the Approved Plans.

Maintenance of ground anchors (if any)

25. The Owners (excluding the Owner of the Tai Wai Station and FSI as the Owner of the Government Accommodation) shall, at their own expense, be responsible for carrying out regular maintenance and regular monitoring of any prestressed ground anchors (if any) that are installed within the Land throughout their service life to the satisfaction of the Director and supply to the Director of such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require in compliance with Special Condition No.(56) of the Government Grant.

24-hour Walkway for public access

26. (a) The Owner of the Commercial Development shall throughout the Term at their own costs and expense keep such part of the 24-hour Walkway as is or may be constructed within the Commercial Development open for use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption in compliance with Special Condition No.(36)(e) of the Government Grant.

(b) The Owners of the Estate (excluding FSI as the Owner of the Government Accommodation) shall throughout the Term at their own costs and expense keep such part of the 24-hour Walkway as is or may be constructed within the Estate Common Areas open for use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption in compliance with Special Condition No.(36)(e) of the Government Grant.

Obligations of Owners of Residential Units with open kitchen

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

(i) observe and comply with the Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall ensure his tenants and other occupiers of his Residential Unit to observe and comply with the same; and

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

or annoyance to the Owners or occupiers of the other Units.

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

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

Ownership and maintenance of Non-Common EV Facilities

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

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

(c) The appearance and standards (including but not limited to

the design, specification and use of materials) of all replaced Non-Common EV Facilities installed by an Owner of EV Parking Space shall be consistent and compatible with the appearance and standards of the original Non-Common EV Facilities installed for his EV Parking Space or such other appearance or standards as approved by the Manager Provided That no repairing, maintenance and replacement work shall be commenced unless with the Manager's prior approval and to be carried out by contractors approved by the Manager.

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

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

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

(b) take good care and such precautions as may be necessary in the use or operation of the Non-Common EV Facilities or any part thereof serving his EV Parking Space exclusively so as to avoid any loss, damage, nuisance or annoyance to Owners or occupiers of the other Units; and

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

Noise Mitigation Measures

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

(b) All Owners shall observe and comply with all Ordinances, by-laws and Government regulations of Hong Kong and guidelines and directions as may be issued by any Government authorities from time to time

in relation to use or maintenance or operation of the Noise Mitigation Measures and no Owners shall do or permit any act or thing to be done which may in any way damage or affect the Noise Mitigation Measures.

Curtain walls and casement windows

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

Removal and re-fixing grilles (if any) appertaining to air-conditioner platforms

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

Obligations of the Owner(s) of the Commercial Development

33. (a) Before the Commercial Development falls into multi-ownership, the Owner of the Commercial Development shall allow its tenants, licensees, occupiers and their visitors, guests and invitees to have free

access to and enjoy the Greenery Areas in the Commercial Development at all reasonable times without any charges or fees.

(b) In the event of multi-ownership of the Commercial Development, the Owners of the Commercial Development shall enter into a Sub-Deed of Mutual Covenant for the purpose of allocating Shares and Management Units to the Unit(s) in the Commercial Development and Shares to the Commercial Common Areas and Commercial Common Services and Facilities, to appoint a manager of the Commercial Development and to define the rights and obligations among the Owners of the Commercial Development, such Sub-Deed of Mutual Covenant shall be subject to the prior approval of the Director. Without prejudice to and without limiting the generality of the power of the Director to approve the Sub-Deed of Mutual Covenant, the loading and unloading spaces provided pursuant to Special Condition No.(44)(a)(ii) of the Government Grant and designated for use by the Commercial Development and the Greenery Areas forming part of the Commercial Development shall be designated as part of the Commercial Common Areas under such Sub-Deed of Mutual Covenant in respect of the Commercial Development.

SECTION F

MEETINGS OF THE OWNERS OF THE ESTATE

- Meetings of the Owners**
1. From time to time as occasion may require there shall be meetings of the Owners of the Estate to discuss and decide matters concerning the Estate as hereinafter mentioned and in regard to such meetings the provisions of this Section shall apply. The procedure at a meeting of the Owners of the Estate shall be as is determined by the Owners of the Estate.
- First and subsequent meetings**
2. (a) The Manager shall convene a meeting of the Owners of the Estate of the first such meeting is to be convened within nine months of the date of this Deed (and to convene further and subsequent meetings if required), which meeting must elect and appoint a Chairman and the members of the 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 the Owners of the Estate may be validly convened by:
- (a) the Owners Committee;
- (b) the Manager (either (i) on its own decision or (ii) upon request by the Owner of the Tai Wai Station for matters in relation to and/or arising out of the Tai Wai Station or any part thereof pursuant to Clause 12 of this Section); or
- (c) an Owner appointed to convene such a meeting by the Owners of the Estate of not less than 5% of the total number of Shares allocated to the Estate in aggregate.
- Notice**
4. The person convening the meeting of the Owners of the Estate shall at least 14 days before the date of the meeting give notice of the meeting to each Owner entitled to attend (including the Owner of the Tai Wai Station). The notice of meeting shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. The notice of meeting may be given:
- (a) as to each Owner of the Estate:

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

(b) as to the Owner of the Tai Wai Station:

- (i) by sending it by post to the Owner of the Tai Wai Station at its principal office; or
- (ii) by leaving it at the principal office of the Owner of the Tai Wai Station or depositing it in the letter box (if any) for that office.

Provided that if the matter or matters to be discussed or resolved may in the reasonable opinion of the Owner of the Tai Wai Station affect or have an impact on the Tai Wai Station and/or be ancillary or pertaining thereto, the Owner of the Tai Wai Station shall be entitled to attend the meeting.

Quorum

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

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

Chairman

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

Minutes

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

Voting

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

(b) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, and shall be signed by the Owner, or if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf. The instrument appointing a proxy shall be lodged with the Chairman of the Owners Committee or, if the meeting is

convened under Clause 3(b) or 3(c) of this Section, the person convening the meeting at least 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

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

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

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

(f) For the avoidance of doubt, there shall not be any votes attaching to Shares allocated to the Common Areas, the Common Services and Facilities and the Tai Wai Station in any meeting of the Owners of the Estate. Nor shall such Shares be taken into account for the purpose of counting a quorum of any meeting of the Owners of the Estate. 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;
- (v) no resolution shall have any adverse effect on the use, operation or maintenance of the Government Accommodation or any part thereof or the services and facilities supplying the Government Accommodation; and
- (vi) without prejudice to Clause 12(c) of this Section, any resolution on matters or issues which in the reasonable opinion of the Owner of the Tai Wai Station may affect or have an impact on the KCRC Railway and/or the Tai Wai Station and/or the Railway Structures and Installations and/or be ancillary or pertaining thereto, shall be subject to the agreement of the Owner of the Tai Wai 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.

Convening of meeting of the Owners of the Estate for matters relating to Tai Wai Station

12. Notwithstanding anything to the contrary contained herein, upon the request of the Owner of the Tai Wai Station for matters or issues arising out of or in relation to the Tai Wai Station or any parts thereof, the Manager shall and must convene a meeting of the Owners of the Estate and the following provisions shall apply to such meeting of the Owners of the Estate:

- (a) The quorum of such meeting shall be the quorum as required under Clause 5(b) of this Section Provided That if a quorum is not present on the date and time specified in

the notice and appointed for such meeting, the meeting shall automatically be adjourned to such day and time as determined by the Manager and at the same venue; and at such adjourned meeting, the Owner(s) present shall form the quorum for such meeting notwithstanding Clause 5(b) of this Section;

- (b) the Manager shall expressly specify in the notice of meeting to all Owners the relevant provisions as to quorum of the meeting of the Owners of the Estate convened pursuant to this Clause; and
- (c) no resolution passed at a meeting duly convened under this Clause shall affect the use, operation, maintenance or safety of KCRC Railway and/or the Tai Wai Station and/or the Railway Structures and Installations or any part thereof.

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

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

Matters relating to the B3 Commercial Car Park Common Areas and the B3 Commercial Car Park Common Services and Facilities

14. Notwithstanding anything to the contrary contained herein, matters relating to the B3 Commercial Car Park Common Areas and the B3 Commercial Car Park Common Services and Facilities or any part thereof but not any other part of the Estate shall be discussed and decided in a meeting of the Owner(s) of the B3 Commercial Car Parking Spaces held pursuant to Clause 13 of this Section.

SECTION G

OWNERS COMMITTEE

Function and power of the Owners 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) call a meeting of the Owners for the purpose of either incorporation of the Owners pursuant to the Building Management Ordinance or, in the event of the resignation or termination of the appointment of the Manager from time to time appointed pursuant to this Deed, approving the appointment of replacement Manager under this Deed.

(c) For the avoidance of doubt, no issues and matters which may in the reasonable opinion of the Owner of the Tai Wai Station affect or have an impact on any part of the KCRC Railway and/or the Tai Wai Station and/or the Railway Structures and Installations and/or be ancillary or pertaining thereto and which require involvement of the Owners shall be discussed in the absence of the Owner of the Tai Wai Station in the Owners Committee meeting or meeting of the Owners of the Estate Provided also that no resolution on such matters or issues shall be valid without the agreement of the Owner of the Tai Wai 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 affect the use, safety, operation or maintenance of the KCRC Railway, the Tai Wai Station, the Railway Structures and Installations, the Government Accommodation or any part thereof.

Number of members

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

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

(c) The Owners Committee shall consist of not more than eleven (11) members.

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

(i) seven (7) members (comprising one (1) member from and as representative of each Tower) as representatives of the Residential Development;

(ii) two (2) members as representatives of the Commercial Development;

(iii) one (1) member as representative of the Residential Car Park; and

(iv) one (1) member as representative of the Tai Wai 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 as described under sub-clause (a) above exists, the Owners Committee shall be entitled to act and continue to act notwithstanding that the number of its members falls below the maximum allowed under Clause 2(c) above or that for any reason less than the maximum allowed number of members as referred to in Clause 2(c) of this Section G are elected in the manner herein provided.

Eligibility for election and appointment

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

(a) any Owner (including any one of two or more co-Owners);

(b) the duly authorised representative provided that such authorization shall be in writing addressed to the Owners Committee and may be revoked at any time on notice in

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

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

PROVIDED THAT only Owners of the relevant part of the Estate or their representatives shall be eligible for election and appointment as representatives of the relevant part of the Estate to the Owners Committee PROVIDED FURTHER THAT a person is not eligible to be elected and appointed as a member of the Owners Committee if he (a) is an undischarged bankrupt at the time of the appointment or has, within the previous 5 years, either obtained a discharge in bankruptcy or entered into a voluntary agreement within the meaning of the Bankruptcy Ordinance (Chapter 6 of the Laws of Hong Kong) with his creditors, in either case without paying the creditors in full; or (b) has, within the previous 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 Tai Wai Station shall be appointed by the Owner of the Tai Wai 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) The Owners Committee may co-opt any eligible person to fill any casual vacancy.

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

Officers

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

- (i) a Chairman;

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

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

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

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

Tenure of office

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

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

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

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

seven (7) days from the date of warning notice in writing given by the Manager;

- (vii) he, or the Owner(s) he represents, fails to observe and perform the provisions of this Deed and, if such breach is remediable, fails to rectify such breach within such time as prescribed by the Manager in writing addressed to such Owner.

(d) Any one or more members of the Owners Committee may be removed from office by a resolution of the Owners of Units in the relevant part of the Estate which he represents at an Extraordinary Meeting of such relevant part of the Estate which shall be convened and held in accordance with Clause 13 of 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 by-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations provided that no such regulation or by-law shall be contrary to or inconsistent with the provisions of this Deed.

Manager to be invited

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

Power to call meeting

11. The Chairman, any two 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.

**Government
Accommodation
Representatives**

12. The Owners Committee shall invite to all its meetings the person nominated from time to time by FSI (as the Owner of the Government Accommodation) as its representatives and provide FSI free of charge with agendas, notices and minutes of the said meetings sent in the manner provided in Clause 3(a) of Section L of this Deed. FSI (as the Owner of the Government Accommodation) shall notify the Owners Committee in writing of its representatives from time to time. The representatives of FSI (as the Owner of the Government Accommodation) attending any meeting of the Owners Committee shall be entitled to make his views known to the Owners Committee on any matters for discussion but shall have no vote.

SECTION H

APPOINTMENT AND REMUNERATION OF THE MANAGER

Appointment of the Manager

1. (a) [] shall be appointed and hereby accepts appointment as the Manager of the Estate to manage and provide services in respect of the whole of the Estate in accordance with the provisions of, and on the terms and conditions set out in this Deed. For the avoidance of doubt, all the provisions contained in the Building Management Ordinance in relation to “DMC manager” and/or “manager” as defined in the Building Management Ordinance, shall be applicable to the Manager appointed under this Deed and any subsequently appointed Manager. Also for the avoidance of doubt, the Tai Wai Station shall be managed and controlled by the Owner of the Tai Wai Station in his sole discretion and the Manager shall have no right to interfere with the management or control of the Tai Wai Station or any part thereof in any manner.

(b) Subject to the restrictions of the Building Management Ordinance and Clause 11 of Section C, [] 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 [] 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 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 a meeting of the Owners of the Estate and supported by the Owners of the Estate of not less than 50% of the Shares in aggregate (excluding the Shares allocated to the Tai Wai Station, the Government Accommodation and the Common Areas and the Common Services and Facilities) passed at a duly convened meeting pursuant to Section F of this Deed and by giving the Manager 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-clause (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.

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

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

Delivery of books and bank accounts

3. (a) Subject to sub-clause (b) of this Clause, if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, deliver to the 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 (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and

(ii) deliver to the Owners Committee (if any) or the Manager appointed in his place any books or

records of account, papers, documents and other records which are required for the purposes of sub-clause (b)(i) of this Clause and have not been delivered under sub-clause (a) of this Clause.

**The Manager's
Remuneration**

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

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

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

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

Manager as agent

5. Subject to the provisions of the Building Management Ordinance, the Manager is appointed to act as agent for and on behalf of all the Owners of the Estate duly authorised in accordance with the provisions of this Deed provided that the Manager shall not represent FSI or GPA in any dealings with the Government.

Owners Corporation

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

(b) At any meeting of the Owners Corporation, the Owner of the Tai Wai Station shall only vote on matters or issues which in the reasonable opinion of the Owner of the Tai Wai Station may affect or have an impact on the Tai Wai Station and/or the KCRC Railway and/or the Railway Structures and Installations and/or be ancillary or pertaining thereto.

Manager as Owner

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

SECTION I

POWERS AND DUTIES OF THE MANAGER

Authority and duties of the Manager

1. (a) Subject to the provisions of the Building Management Ordinance, subject to the easements, rights and privileges of FSI as the Owner of the Government Accommodation under this Deed and the Government Grant, subject to the rights, easements and privileges of the Owner of the Tai Wai Station under this Deed and the Station Assignment and subject to as provided in this Deed, the Manager shall have the authority to do all such acts and things as may be necessary or requisite for the management of the Estate and anything reasonably incidental thereto for and on behalf of all the Owners of the Estate in accordance with the provisions of this Deed.

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

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

Services and Facilities against the Insured Risks;

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

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

- (v) To make suitable arrangements for the supply of fresh and flushing water and electricity and any other utilities or services to or for the Estate.
- (vi) To arrange for the supply, erection, maintenance, renewal and replacement of building name and directional signage and directory boards in the Common Areas.
- (vii) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of any buildings and other structures erected on or in the Estate and the external elevations, external walls (other than any external walls assigned to any Owner) and roof(s) and flat roofs thereof, 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 Provided That any signs or advertisement erected on the external walls of the Government Accommodation by FSI and the Owner of the Government Accommodation shall not be affected.
- (viii) To carry out any works to the Estate (save and except the Government Accommodation) which the Manager considers necessary for the enhancement, renovation or improvement of the Estate provided that the Manager shall not effect any improvements to facilities or services which involve expenditure in excess of 10% of the current annual management budget of the Estate except with the prior approval by a resolution of the Owners of the Estate at a meeting of the Owners of the Estate convened under this Deed.
- (ix) To maintain and keep in good and substantial repair and condition the Common Areas.
- (x) To arrange for the cleaning and lighting of the Common Areas and to arrange for cleaning of the external surface of the curtain walls including openable windows installed therein or thereto.
- (xi) To maintain and keep in good repair and condition the Common Services and Facilities and to

replace or renew any parts that may need replacement or renewal.

- (xii) To maintain, manage and keep in good repair and condition all parts of the Existing Public Toilet Items, the PSC Items and the PTI Items which are the obligations of the Owners (save and except FSI as the Owner of the Government Accommodation) under Clause 10 of Section E of this Deed.
- (xiii) To maintain the fire protection and fire fighting systems, equipment and apparatus upon the Estate and in particular the automatically activated emergency lighting system providing emergency lighting for the staircases in accordance with the Code of Practice for Minimum Fire Service Installations and Equipment and to comply with all requirements of the Fire Services Department and generally so far as may be possible at all times to maintain the Estate safe from fire.
- (xiv) To engage suitable qualified personnel to inspect maintain, repair and keep in good substantial repair and condition, and carry out any necessary works in respect of the Slope and Retaining Structures which are required to be maintained by the Owners (excluding the Owner of the Tai Wai Station and FSI as the Owner of the Government Accommodation) 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, retaining walls and related structures Provided that the aforesaid right of the Manager may also be exercised by the Owners Corporation Provided further that the Manager shall not be personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners (save and except the Owner of the Tai Wai Station and FSI as the Owner of the Government Accommodation) if having used all reasonable endeavours, the Manager has not been able to

collect the costs of the required works from all the Owners (save and except the Owner of the Tai Wai Station and FSI as the Owner of the Government Accommodation).

- (xv) To uphold, manage, maintain, clean or repair all those areas whether within or outside the boundary of the Land and the structures and services installed and provided thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land are required to uphold, manage, maintain, clean or repair the same under the conditions of the Government Grant (except where the relevant obligation is required to be performed and observed only by the First Owner as the original grantee of the Land under the conditions of the Government Grant).
- (xvi) To permit the Director, his officers, contractors and agents and any other persons authorized by him, the Government and public utilities company authorised by the Government and the officers of the Water Authority and such other persons as may be authorized by the Water Authority to enter into the Land and the Green Areas and provide access for the ingress, egress and regress to, from and through the Land and the Green Areas as may be required for the purpose of carrying out, inspecting, checking and supervising any works as referred to under Special Condition No.8(a) of the Government Grant.
- (xvii) To carry out such works as the Manager may consider necessary in relation to the maintenance, repair, replacement and operation of the Noise Mitigation Measures (except those serving and forming part of any Residential Unit exclusively).
- (xviii) To permit the Director and his duly authorised officers, contractors, his or their workmen with or without tools, equipment, machinery or motor vehicles at all times to enter the Land and provide access for unrestricted ingress, egress and regress to, from and through the Land for the purposes of laying, inspecting, repairing and maintaining any drains, sewers, channels, drainage facilities and all other services running across, through or under the Drainage Reserve and the New Drainage Reserve which the Director may require or

authorise as referred to under Special Conditions Nos.(60)(d) and (f)(i) respectively of the Government Grant.

- (xix) To permit the Government and the Director of Water Supplies, its or their officers, officers of other Government departments designated by the Director of Water Supplies, contractors, licensees, workmen whether employed by the Director of Water Supplies or by other designated Government departments or by their duly authorized contractors or licensees, whether with or without tools, equipment, plant, machinery or motor vehicles to enter the Land and provide access for free and unrestricted ingress, egress and regress at all times to, from and through the Land for the purpose of inspecting, laying, installing, operating, maintaining, repairing and renewing the Existing Water Mains as referred to under Special Condition No.(61)(g) of the Government Grant.
- (xx) 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.
- (xxi) To manage, control and supervise the use and operation of the Private Recreational Areas and 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.
- (xxii) To manage and control the Visitors' Parking Spaces and loading and unloading areas and spaces forming part of the Common Areas for the benefit and use of the Owners and their bona fide guests, visitors or invitees (as the case may be).
- (xxiii) To prevent any person from altering or injuring any part of the structure or fabric or external

appearance of any building erected on or in the Estate and to remove any structure or installation, plant or equipment, aerial or any other fixture, sign or advertisement or any other thing whatsoever which contravenes the terms of this Deed and to demand and receive from the Owner by whom such thing as aforesaid was erected or installed the costs and expenses of such removal Provided That the Owner(s) of the Commercial Development may display, install, erect, affix or permit to be displayed, installed, erected or affixed any sign or advertisement to the external wall forming part of the Commercial Development owned by him (or them) in accordance with Clause 6(a) of Part I of the Second Schedule to this Deed.

- (xxiv) To prevent any person from overloading the floors or lifts or electrical installations of or in any building erected on or in the Estate.
- (xxv) To prevent obstruction of any of the Common Areas.
- (xxvi) To prevent any decaying, noisome, noxious or other refuse matter or excrement from being deposited on or in the Estate or any part thereof (other than at the refuse collection 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.
- (xxvii) To prevent the carrying out of any building works, foundation works or any other works on or within the Land or any part thereof which may damage, interfere with, obstruct or endanger the safe operation of the KCRC Railway, the Tai Wai Station or any Railway Structures and Installations under in or passing through or in the vicinity of the Land or any part thereof or which may damage, interfere with or endanger any railway works, structures, facilities or installations of the Tai Wai Station.
- (xxviii) 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/or

the Tai Wai Station and the operation of the KCRC Railway and the Tai Wai Station or the safety of any railway works, structures, facilities or installations thereof.

- (xxix) 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 KCRC Railway, the Railway Structures and Installations and/or the Tai Wai Station.
- (xxx) To use its reasonable endeavours to prevent any breach by any person on or in the Estate of any provisions of the Government Grant and in the event of such a breach coming to its notice, if it considers necessary, to convene a meeting of the Owners of the Estate affected by the breach in accordance with the provisions of Section F of this Deed.
- (xxxi) To liaise with the relevant Government bodies or authorities (but not on behalf of FSI or GPA in any dealing with the Government) 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.
- (xxxii) To appoint solicitors with authority to accept service of proceedings on behalf of all the Owners (other than FSI or GPA in respect of proceedings including the Government) of the part or parts of the Estate affected.
- (xxxiii) 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.
- (xxxiv) 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.

(xxxv) 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 (except where another manager is appointed under such Sub-Deed of Mutual Covenant) by the Owners and occupiers and to take action in respect of any breach thereof including discontinuance of provision of management services to the defaulting Owners, to remedy any breach at the expense of the defaulting Owner following the expiration of reasonable notice requiring an Owner to remedy that breach (provided that the Manager shall at his own costs and expense make good all damages caused by the default of the Manager and shall be liable for the negligent, wilful or criminal acts of the Manager, its staff, agents and contractors) and the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned.

(xxxvi) Notwithstanding Clause 9(a) of Section E of this Deed, upon the request of the Owner of the Government Accommodation, to undertake the maintenance of services, facilities and installations serving exclusively the Government Accommodation and will be reimbursed with the costs expended in carrying out such maintenance on condition that the maintenance will not be carried out until the Manager has submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary and the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance work to be carried out by the Manager.

(xxxvii) 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.

(xxxviii) To make Building Rules to require the Owners (save and except FSI as the Owner of the Government Accommodation and KCRC as the Owner of the Tai Wai Station) and occupiers of the Estate to protect the environment of the Estate and to implement waste reduction, separation and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and to implement and/or monitor proper implementation of the Noise Mitigation Measures by Owners whose Residential Units contain Noise Mitigation Measures serving or forming part of such Residential Units exclusively and to enter into the relevant Residential Units to take such measures and precautions as may be required to prevent any breach by any Owners in respect of the Noise Mitigation Measures in Residential Units.

(xxxix) Subject to the terms and conditions contained in the Government Grant and subject to the exceptions and reservations in the Station Assignment and the rights of First Owner contained in this Deed and any Sub-Deed of Mutual Covenant and the prior approval by a resolution of the Owners Committee (if any) and the provisions in the Building Management Ordinance, to license or otherwise permit or grant the right to any person to have access to and to use any part of the Common Areas and Common

Services and Facilities for such purpose and upon such terms and conditions as the Manager may deem fit, and subject to the additional prior written approval by a resolution of the Owners of the Estate at a meeting of the Owners of the Estate convened under this Deed and any payment received for the approval shall be credited to the relevant accounts of the Special Fund to grant licence to any person to install or affix chimneys, flues, pipes or any other structures or facilities on or within the Common Areas, and for this purpose to negotiate and enter into contracts, leases or licence agreements or arrangement with such persons on such terms as the Manager may deem fit PROVIDED THAT the Manager shall assign such contract, lease or licence agreement to the Owners Corporation if the same shall have been formed and PROVIDED ALWAYS THAT any income received or benefit generated in the exercise by the Manager of the aforesaid powers shall accrue to the Owners of the Estate or the relevant part of the Estate (as the case may be) and be credited to the relevant accounts of the Special Fund and PROVIDED FURTHER THAT the right of any Owner to the use and enjoyment of any of the Common Areas and the Common Services and Facilities shall not be unreasonably interfered with and that no nuisance or hazard to any person lawfully in the Estate is caused thereby PROVIDED FURTHER THAT the proper use and enjoyment of the Government Accommodation and the safety and operation of the Tai Wai Station, the KCRC Railway and the Railway Structures and Installations shall not be affected and no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation.

- (xl) To implement and/or monitor proper implementation of Fire Safety Management Plan by Owners whose Residential Units contain approved open kitchen design in accordance with the Fire Safety Management Plan and to enter into the relevant Residential Units to take such measures and precautions as may be required to prevent any breach by any Owners in respect of the fire safety management in Residential Units

and to assist such Owners to engage registered fire services installation contractors to carry out annual check and maintenance of the fire service installation and submit the maintenance certificate to the Fire Services Department.

- (xli) To carry out such works as the Manager may consider necessary in relation to the maintenance, repair, replacement and security of the Common EV Facilities and the EV Facilities for Visitors' Parking Spaces.
- (xlii) To determine at its sole discretion the capacity of the Non-Common EV Facilities permitted to be used by the occupiers and Owners of the EV Parking Spaces.
- (xliii) To permit the Owner of the Tai Wai Station and the contractors, surveyors, servants, agents, workmen or other person authorised by it (with or without vehicles, plant, equipment, materials and machinery) to enter into the Estate for the purpose of carrying out any works in relation to the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted and conferred on the Owner of the Tai Wai Station under Part II of the Second Schedule to the Station Assignment causing as little disturbance as possible and shall make good any damage or be liable for all costs and expenses for any damage caused Provided That in the case of the Government Accommodation the Owner of the Tai Wai Station and the contractors, surveyors, servants, agents, workmen or other person authorised by it shall only enter with the prior approval of the Owner of the Government Accommodation (except in case of emergency)
- (xliv) To remove and thereafter reinstate any utility pits, gullies, manholes, drawpits, earthing pits and the like of the Estate located within the Waterworks Reserve upon receiving notice from the Water Supplies Department for the carrying out of any works in relation to the maintenance works at Waterworks Reserve.

The Manager to control Common Areas etc.

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

The Manager's acts and decisions binding

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

Powers of the Manager

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

Contracts entered into by Manager or the Owners Committee

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

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

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

- (i) if there is an Owners Corporation:
 - (1) the supplies, goods or services are procured by invitation to tender;
 - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the 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 the 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 the 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.

(e) Subject to the provisions in Schedule 7 to the Building Management Ordinance, the procurement of supplies, goods, or services by the Manager or the Owners Committee that involves an amount in excess of or likely to be in excess of HK\$200,000.00 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or an amount which is or is likely to be more than 20% of the annual budget (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in the Code of Practice referred to in section 20A of the Building Management Ordinance will apply to the Manager or the Owners Committee with any appropriate variations.

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 other than in respect of matters solely relating to the Government

Accommodation) under its own name or by or through its employees or agents or contractors or in the name of the Owners;

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 KCRC Railway or the Tai Wai 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 or the Owners pursuant to the provisions of this Deed until the Manager has been fully indemnified and/or secured to its satisfaction against any or all costs and expenses (including legal costs) or liabilities which the Manager may sustain or incur as a result of complying with such requirement or request;

To obtain legal or other expert advice

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

Protection of the Manager

7. Neither the Manager nor any of its employees, agents or contractors shall be liable to the 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 (save and except the Owner of the Tai Wai Station and the Owner of the Government Accommodation) shall fully and effectually indemnify the Manager from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with the management of the Estate 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 such act or omission.

Consent to FSI or Owner of Tai Wai Station

9. Notwithstanding anything herein contained, any consent or approval that the Owner of the Government Accommodation or the Owner of the Tai Wai Station may be required to obtain from the Manager shall not be unreasonably withheld and shall be provided free of charge.

SECTION J

MANAGEMENT CHARGES

Costs to be borne by all the Owners

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

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

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

- (g) the costs of maintaining and keeping in good repair and condition the Common Areas;
- (h) the costs of cleaning and lighting the Common Areas;
- (i) the costs of landscaping the Common Areas and maintaining the same;
- (j) the costs of maintaining and keeping in good repair and condition the Common Services and Facilities;
- (k) the costs of running and operating the Common Services and Facilities;
- (l) the costs of operating and maintaining the fire protection and fire-fighting systems, equipment and apparatus;
- (m) the costs of operating and maintaining the security systems equipment and apparatus;
- (n) the costs of maintaining, repairing and operating such parts of the Existing Public Toilet Items, the PSC Items and the PTI Items which are the obligations of the Owners (save and except FSI as the Owner of the Government Accommodation) under Clause 10 of Section E of this Deed;
- (o) the costs of maintaining, operating, staffing, insuring and all other costs in connection with the Private Recreational Areas and Facilities;
- (p) 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;
- (q) all fees costs and expenses incurred by the Manager for the inspection, maintenance and repair of the Slope and Retaining 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 and Retaining Structures and which are required to be

maintained by the Owners of the Land pursuant to the provisions of the Government Grant;

- (r) 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;
- (s) the costs of refuse disposal;
- (t) the costs of pest control;
- (u) the costs of decorating the Common Areas during Christmas, Chinese New Year and other festivities;
- (v) 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;
- (w) a reasonable sum for contingencies;
- (x) the Manager's Remuneration;
- (y) the costs of upholding, managing, maintaining, cleaning, repairing or landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land and the structures and services installed and provided thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land are required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (except where the relevant obligation is required to be performed and observed only by the First Owner as the original grantee of the Land under the conditions of the Government Grant) ;

- (z) 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;
- (aa) the costs of operating and maintaining the EV Facilities for Visitors' Parking Spaces and Common EV Facilities; and
- (ab) the reasonable costs incurred by the Owner of the Tai Wai Station and charged back to the Manager as a result of the Owner of the Tai Wai Station carrying out any maintenance and repair works pursuant to Paragraphs (b)(xxviii)(2) and (b)(xxviii)(7) of Part II of the Second Schedule to the Station Assignment if such works are necessitated by the act or default of the Owners of the Estate;

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

Provided that the Owner of the Tai Wai Station and FSI as the Owner of the Government Accommodation shall not be required to contribute to any costs charges or expenses incurred by the Manager in the maintenance and management of the Estate referred to in Clause 1 of this Section and shall be exempted from contributing to any of the Special Fund (save as provided in Clause 5(b)(III) of this Section) or deposits respectively referred to in Clauses 2 and 9 of this Section or any insurance premiums or debris removal fees, interest and penalty charges on late or default in payment of management and maintenance charges or payment of a like nature. For the avoidance of doubt, the Owner of the Tai Wai Station and FSI as the Owner of the Government Accommodation shall not be liable to contribute any management and maintenance charges in respect of the remainder of the Development including management and maintenance charges whatsoever incurred in respect of the Common Areas and the Common Services and Facilities (save as provided in Clause 5(b)(III) of this Section) and FSI as the Owner of the Government Accommodation shall not be liable to contribute any management and maintenance charges incurred in respect of the Existing Public Toilet Items, the PSC Items and the PTI Items.

Special Fund

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

- (i) an estate account of the Special Fund for the purposes of meeting the cost of major works of a capital nature or of a kind not expected to be incurred annually in respect of the Existing Public

Toilet Items, the PSC Items and the PTI Items which are the obligations of the Owners (save and except FSI as the Owner of the Government Accommodation) under Clause 10 of Section E of this Deed, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures and the Other Structures and Facilities, 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 Existing Public Toilet Items, the PSC Items and the PTI Items, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures and the Other Structures and Facilities, the Estate Common Areas and/or the Estate Common Services and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machines for the Estate Common Areas and/or the Estate Common Services and Facilities and the costs of the relevant investigation works and professional services;

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

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

- (iv) B3 commercial car park account of the Special Fund for the purposes of meeting the cost of major works of a capital nature or of a kind not expected to be incurred annually in respect of the B3 Commercial Car Park Common Areas and the B3 Commercial Car Park Common Services and Facilities, which include, but are not limited to, expenses for the renovation, improvement and repair of the B3 Commercial Car Park Common Areas and the B3 Commercial Car Park Common Services and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machines for the B3 Commercial Car Park Common Areas and the B3 Commercial Car Park Common Services and Facilities and the costs of the relevant investigation works and professional services.

(b) Except where the First Owner has made payments in accordance with Clause 9(b) of this Section J, the first Owner of each Unit (save and except the Owner of the Government Accommodation) shall upon the assignment of the Unit from the First Owner pay to the Manager an initial contribution to the Special Fund in accordance with Clause 9(a)(ii) of this Section J. Each Owner (save and except the Owner of the Government Accommodation) of the Estate shall make further periodic contributions to the Special Fund for each financial year in such amount and at such time to be determined by a resolution of the Owners of the Estate at a meeting of the Owners of the Estate convened under this Deed or by a resolution of the Owners of the relevant part of the Estate at a meeting of the Owners of the relevant part of the Estate convened under this Deed or the relevant Sub-Deed of Mutual Covenant (as the case may be). If there is an Owners Corporation, the Owners Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the estate account of the Special Fund by the Owners (save and except the Owner of the Government Accommodation) in any financial year, and the time when those contribution shall be payable.

The payment made by the Owners towards the Special Fund is neither refundable to any Owner by the Manager nor transferable to any new Owner.

(c) The Special Fund shall be deposited in interest bearing account(s) opened and maintained by the Manager for the Owners with a licensed bank within the meaning of Section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) in Hong Kong and held on trust for the relevant Owners and the Manager shall use the bank accounts exclusively for the purposes referred to in Clause 2(a) of this Section J. The Manager shall include in the books of accounts (the title of which shall refer to the relevant accounts of the Special Fund) to be submitted to the Owners in accordance with the provisions of Clause 8 of this Section a statement showing changes in the respective relevant accounts of the Special Fund during the previous year.

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

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

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

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

Financial year

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

July or end on the 31st day of December of the following year if this Deed is dated on or after the 1st day of July.

(b) The Manager shall have the right from time to time to vary the financial year upon giving notice in writing to the Owners Committee (if any), but may only do so once in every five 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 Tai Wai Station and the Owner of the Government Accommodation) during any financial year in respect of the management of the Estate shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) of this Clause.

(b) In respect of each financial year (other than the first), the Manager shall, in the preceding financial year in consultation with the Owners Committee (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; and
- (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 Tai Wai Station and the Owner of the Government Accommodation) shall contribute towards the Management Charges shall be calculated and adjusted accordingly.

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

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

(f) If there is an Owners Corporation and within a period of 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 sub-clause, 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 Provided that on written request the Manager shall provide FSI free of charge with copies of quarterly accounts, audited reports and budgets to justify the expenses incurred/estimated.

(h) For the purposes of this Clause, “**expenditure**” (開支) includes all costs, charges and expenses to be borne by the Owners (save and except the Owner of the Tai Wai Station and the Owner of the Government Accommodation), including the Manager’s Remuneration.

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

- (i) an Estate Management Budget which shall show the estimated expenditure for the management and maintenance of the Existing Public Toilet Items, the PSC Items and the PTI Items which are the obligations of the Owners (save and except FSI as the Owner of the Government Accommodation) under Clause 10 of Section E of this Deed, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Green Areas, the Structures and the Other Structures and Facilities, the Estate Common Areas and the Estate Common Services and Facilities including the contribution to the estate account of the Special Fund and an appropriate portion of the Manager’s Remuneration but excluding expenditure attributable to the Residential Development, the Commercial Development or the Residential 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 account of the Special Fund and an appropriate portion of the Manager’s Remuneration but excluding expenditure attributable to the Estate as a whole or any other part of the Development;
- (iii) a Residential Car Park Management Budget which shall show the estimated expenditure for the management and maintenance of the Residential Car Park Common Areas and the Residential Car Park Common Services and Facilities including the contribution to the residential car park account of the Special Fund and an appropriate portion of the Manager’s Remuneration but excluding expenditure

attributable to the Estate as a whole or any other part of the Development;

- (iv) a B3 Commercial Car Park Management Budget which shall show the estimated expenditure for the management and maintenance of the B3 Commercial Car Park Common Areas and the B3 Commercial Car Park Common Services and Facilities including the contribution to the B3 commercial car park account of the Special Fund and an appropriate portion of the Manager's Remuneration but excluding expenditure attributable to the Estate as a whole or any other part of the Development; and
- (v) sub-budgets or sub-sub-budgets in the Manager's absolute discretion for any constituent part of each part of the Estate (as considered necessary or appropriate by the Manager) which are used exclusively by some part or parts but not the whole of the Estate.

**Payment of
Management Charges**

5. (a) Each Owner (save and except the Owner of the Tai Wai Station and the Owner of the Government Accommodation) shall contribute towards the Management Charges monthly in advance a contribution equal to 1/12th of the Management Charges payable by that Owner for that year on the first day of each calendar month.

(b) (I) Subject to sub-clauses (b)(II) and (b)(III) of Clause 5 of Section J of this Deed, the Owners (save and except the Owner of the Tai Wai Station and the Owner of the Government Accommodation) shall contribute towards the Management Charges in the following manner :-

- (i) all Owners of Units in the Estate (save and except FSI as the Owner of the Government Accommodation) 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 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 Parking Spaces owned by them bears to the total Management Units allocated to all Residential Parking Spaces Provided That all management and maintenance expenditure of the Common EV Facilities shall be borne by the Owners of the EV Parking Spaces only in the proportion that the Management Units allocated to their respective EV Parking Spaces bears to the total Management Units allocated to all the EV Parking Spaces;
- (iv) subject to Clause 11 of Section C of this Deed, the Owners of the B3 Commercial Car Parking Spaces shall contribute to the expenses of the B3 Commercial Car Park Management Budget in the proportion that the Management Units attributable to such B3 Commercial Car Parking Spaces owned by them bears to the total Management Units allocated to all B3 Commercial Car Parking Spaces (the sub-allocation of Management Units to the B3 Commercial Car Parking Spaces shall be dealt with in the Sub-Deed of Mutual Covenant in respect of the Commercial Development);

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) Since the Residential Car Park Common Areas also serve and benefit the Visitors' Parking Spaces and the Bicycle Parking Spaces which are Residential Common Areas, 7.532% of the expenditure for management and maintenance of the Residential Car Park Common Areas,

including the contribution to the residential car park account of the Special Fund, will be incurred solely for the benefits of all of the Owners of the Residential Units. As such, the Manager will charge all of the Owners of the Residential Units of the said percentages of the expenditures, so that the Owners of the Residential Units shall contribute to 7.532% of the costs and expenses of the Residential Car Park Management Budget in the proportion that the Management Units attributable to the Residential Units owned by them bear in particular to the total Management Units attributable to all Residential Units.

(III) Notwithstanding anything contained in this Deed to the contrary, the Owner of the Tai Wai 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 Existing Public Toilet Items, the PSC Items and the PTI Items but not otherwise and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Existing Public Toilet Items, the PSC Items and the PTI Items in following manner :-

(i) the Owner of the Tai Wai Station and the Owners of the Estate (save and except the Owner of the Government Accommodation) 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 Existing Public Toilet Items, the PSC Items and the PTI Items and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Existing Public Toilet Items, the PSC Items and the PTI Items in the proportion that the respective gross floor areas of the Tai Wai Station and the Estate (excluding the gross floor area of the Government Accommodation) bears to the total gross floor area of the Development (excluding the gross floor area of the Government Accommodation). As such, 8.474% of such costs, expenses and expenditure of the Existing Public Toilet Items, the PSC Items and the PTI Items and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Existing Public Toilet Items, the PSC Items and the PTI Items shall therefore be

borne by the Owner of the Tai Wai Station and the remaining 91.526% of the said costs, expenses and expenditure shall be borne by the Owners of the Estate (save and except the Owner of the Government Accommodation).

- (ii) Subject to sub-clause (b)(III)(i) of Clause 5 of this Section, for the purpose of fixing the contribution by the Owner of the Tai Wai Station and the Owners of the Estate (save and except the Owner of the Government Accommodation) respectively towards the costs and expenses for the maintenance and management of the Existing Public Toilet Items, the PSC Items and the PTI Items and the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Existing Public Toilet Items, the PSC Items and the PTI Items, 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 Existing Public Toilet Items, the PSC Items and the PTI Items and such expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Existing Public Toilet Items, the PSC Items and the PTI Items for the ensuing year and a copy of such sub-budget shall be sent to the Owner of the Tai Wai Station for its information.
- (iii) If any payment as provided in sub-clause (b)(III)(i) of Clause 5 of this Section is more than thirty days in arrears from the date of demand the Manager shall have the right without prejudice to any other right or remedy hereunder to :-
 - (a) charge interest calculated at the rate of 2% per annum above the prime rate from time to time of The Hongkong & Shanghai Banking Corporation Limited on the amount unpaid (such interest to be calculated from the due date and not thirty days thereafter);
 - (b) make a collection charge of an amount not exceeding 10% of the amount unpaid to cover the cost (other than legal costs of proceedings brought by the Manager in

exercise of its power in that behalf contained in Clause 1(b)(xxxv) of Section I of this Deed) of the extra work occasioned by the default; and

- (c) demand and collect from the Owner of the Tai Wai Station (as the case may be) all costs and expenses (including any legal costs on a solicitor and own client basis) which may be incurred by the Manager in recovering the sum payable by the Owner of the Tai Wai Station (as the case may be) as provided in sub-clause (b)(III)(i) of Clause 5 of this Section together with interest and the collection charge thereon as provided in sub-clauses (a) and (b) hereof.

(c) The Manager shall on or before the first day of each calendar month render to each of the Owners (save and except the Owner of the Tai Wai Station and the Owner of the Government Accommodation) by sending to their respective Unit or to such other address as an Owner may from time to time in writing advise to the Manager either by post or by hand a written notification showing the amount of the monthly charge payable by such Owner.

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

Provided That where in the Manager's opinion, whose opinion must be reasonable and formed in good faith, any expenditure has been or will be incurred solely for the benefit of an Owner or group of Owners that expenditure shall be borne by that Owner or those Owners solely in such proportion to be determined by the Manager and where in the Manager's opinion, whose opinion must be reasonable and formed in good faith, any expenditure relates to management services which do not benefit a group of Owners that group of Owners need not be responsible for that expenditure Provided Further That subject to Clause 22(b) of Section E and 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, for any Unit which the First Owner is not in a position validly to assign as at the date of this Deed (i.e. the consent to assign in respect of such Unit has not been issued by the Director as at the date of this Deed), the earlier of the date of the consent to assign in respect of such Unit or the date of the certificate of compliance, and then only in respect of such

Units and the Manager in determining the Management Charges payable by an Owner shall only apportion expenditure between the Management Units attributable to those Units in respect of which provision of management services by the Manager to the relevant part of the Estate intended for common use and benefit of such Units covered by such budget has been commenced.

Failure by an Owner to make payment

6. (a) If any payment as provided in this Section J is more than thirty days in arrears from the date of demand the Manager shall have the right (subject to the right of the Owner of the Government Accommodation) 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)(xxxv) 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 of the Special Fund. Miscellaneous income shall for the purpose of this Deed include, without prejudice to the generality of the foregoing :-

- (i) any monies received pursuant to Clause 9(a)(iv) of this Section and not expended for the 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)(xxxv) of Section I of this Deed; and
- (iv) any sum or charges or expenses received from the Owners in respect of the issue of any licence or consent by the Manager.

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

The Manager to keep accounts

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

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

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

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

(e) The Manager shall :-

- (i) permit any Owner, at any reasonable time, to inspect the books or records of account and any

income and expenditure account or balance sheet;
and

- (ii) on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him.

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

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

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

Owners' deposits

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

- (i) a non-refundable but transferable deposit in respect of his obligation to contribute to Management Charges of a sum equivalent to three months' Management Charges;
- (ii) a non-refundable and non-transferable payment in respect of his obligation to contribute to the Special Fund to be established pursuant to

Clause 2 of this Section of a sum equivalent to two months' Management Charges;

(iii) an advance payment in respect of his obligation to contribute to Management Charges of a sum equivalent to two months' Management Charges;

(iv) a non-refundable and non-transferable sum equivalent to one month's Management Charges for Owners of Residential Units as debris removal fees for debris removal and disposal. Any such charges received by the Manager which are not so used for debris removal or if so used the remaining balance thereof should be credited to the residential account of the Special Fund.

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

(c) In the event of any increase in the Owner's monthly Management Charges, the Owner of any Unit (save and except the Owner of the Government Accommodation) shall forthwith upon receipt of the relevant notice given by the Manager pay to the Manager a further sum to the intent that the deposit referred to in Clause 9(a)(i) of this Section J shall be made up to a sum equivalent to three months' current Management Charges. The deposits shall not be set off against any payment to be made under this Deed.

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

Change of ownership

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

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

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

Management fund

11. (a) The Manager shall open and maintain interest-bearing accounts for different parts of the Estate, namely, estate account, residential account and residential car park account and shall use the accounts exclusively in respect of the management of relevant parts of the Estate.

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

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

(d) Subject to sub-clauses (e) and (f) of this Clause, the Manager shall without delay pay all money received by him in respect of Management Charges into the relevant account(s) opened and maintained under sub-clause (a) of this Clause or, if there is an Owners Corporation, the account or accounts opened and maintained under sub-clause (b) of this Clause.

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

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

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

Outgoings up to first assignment

12. All outgoings including Management Charges and any Government rent up to and inclusive of the date of the first assignment of a Unit shall be

paid by the First Owner as Owner of the Unit. An Owner shall not be required to make any payment or reimburse the First Owner for these outgoings.

**Sub-division of
Commercial
Development**

13. For the avoidance of doubt, following the execution of a Sub-Deed of Mutual Covenant in respect of the Commercial Development, any charges which may be levied by the manager appointed under the Sub-Deed of Mutual Covenant in relation to the common areas and common services and facilities for the Commercial Development designated under such Sub-Deed of Mutual Covenant shall be in addition to the Management Charges which the Owners of the Commercial Development shall be liable to pay or contribute under this Deed in relation to the Common Areas and the Common Services and Facilities.

SECTION K

BUILDING RULES AND FITTING OUT RULES

Rules binding

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

Deposit for works

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

Amendment of rules

3. Subject to Clause 8 of this Section, the Manager shall have power from time to time to make, revoke and amend the Building Rules and Fitting Out Rules Provided that if the 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. In the event of conflict between such Building Rules or Fitting Out Rules and this Deed, the latter shall prevail.

Exclusion of liability

6. Subject to Clause 7 of Section I hereof, 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 Owner of the Government Accommodation and Owner of the Tai Wai Station from observing Fitting Out Rules

7. Notwithstanding anything to the contrary contained in this Deed, FSI (as the Owner of the Government Accommodation) shall not be required to observe the Building Rules and the Fitting Out Rules and KCRC (as the Owner of the Tai Wai Station) shall not be required to observe the Building Rules and the Fitting Out Rules in relation to the Tai Wai Station or any part(s) thereof.

Building Rules and Fitting Out Rules not to affect Government Accommodation and Tai Wai 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, safety and enjoyment of the Government Accommodation or the Tai Wai Station or any part thereof.

Exemption of FSI from using nominated maintenance or service contractors

9. FSI as the Owner of the Government Accommodation shall be exempted from using the nominated maintenance or service contractors of the Manager or the First Owner.

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 any notice, agenda, minutes, accounts, reports, budgets and demands to be served on FSI shall be sent free of charge to FSI by prepaid post or delivered by hand to the Government Property Administrator, Government Property Agency, 9th Floor, South Tower, West Kowloon Government Offices, No.11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong or to such other person and address as nominated by FSI in writing and notify the Manager and that if other address has been given by an Owner pursuant to Clause 3(d) of this Section L, such notices or demands shall be sent by prepaid post to that address only and Provided further that where notice is to be given to an Owner who is a mortgagee, such notice shall be served on the mortgagee, if a Company, at its last known place of business or, if an individual at his last known residence in Hong Kong.

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

(c) All notices required to be given to the 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 after the date of this Deed, the First Owner shall at its own cost cause a direct translation in Chinese of this Deed to be made and deposit a copy of this Deed and the Chinese translation in the management office in the Estate for inspection by all Owners free of charge and for taking copies at their own expense and upon payment of reasonable copying charges. All charges received shall be credited to the estate account of the Special Fund. In the event of a dispute as to the effect of the Chinese

translation and the English version of this Deed approved by the Director, the English version is to prevail.

Common Areas plans

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 authorized person (as defined under the Buildings Ordinance, any regulations made thereunder and any amending legislation) for the Estate. The Manager shall provide the Owner of the Government Accommodation with a copy of the said common areas plans and any amendments that may be made thereto from time to time, free of costs.

Building Management Ordinance

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

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

Slope Maintenance Manual

9. Within one month after the date of this Deed, the First Owner shall deposit a full copy of the Slope Maintenance Manual in relation to the Slope and Retaining 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 account of the Special Fund.

Communication among Owners

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

Maintenance Manual for the Works and Installations

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

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

and design standard) for maintenance of all facilities and equipment;

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

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

- (c) (i) The Manager shall on behalf of and at the cost and expense of the Owners of Units (save and except the Owner of the Government Accommodation) 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 Provided Always that the Owner of the Government Accommodation shall only be responsible for the maintenance and management of the Government Accommodation but not the remainder of the Development in accordance with the provisions of this Deed and the Government Grant.
- (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.

Provided Always that the Owner of the Government Accommodation shall only be responsible for the maintenance and management of the Government Accommodation but not the remainder of the Development in accordance with the provisions of this Deed and the Government Grant.

(d) The Owners of the Units may, by a resolution of Owners of the Estate at a meeting of the Owners of the Estate convened under this Deed, amend and revise the Schedule of Works and Installations and the Maintenance Manual for the Works and Installations or any part thereof as the Owners of the Units shall deem fit, in which event the Manager shall procure a revised Schedule of Works and Installations and a revised Maintenance Manual for the Works and Installations or any amendments thereto from a qualified professional or consultant within such time as may be prescribed by the said Owners' resolutions. All costs and expenses of and incidental to the preparation of the revised Schedule of Works and Installations and the revised Maintenance Manual for the Works and Installations or any subsequent amendments thereto shall be borne by the Owners of the Units (save and except the Owner of the Government Accommodation) and paid out of the estate account of the Special Fund.

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

No conflict

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

Assignment of Shares allocated to Common Areas and Common Services and Facilities

13. The Shares allocated to the Common Areas and the Common Services and Facilities together with the right to hold, use, occupy and enjoy the Common Areas and the Common Services and Facilities shall be assigned to and vested in the Manager free of costs or consideration either, in case of those parts within Phase 1, upon execution of this Deed or, in case of those parts within Phase 2, upon the issuance of consent to assign in respect of Phase 2 by the Director and shall upon such assignment to the Manager be held by the Manager as trustee for all Owners for the time being and in the event the Manager shall resign or be wound up or have an order for appointment of receiver or a bankruptcy order (as the case may be) made

against it or is removed and another manager be appointed in its stead in accordance with this Deed, then the outgoing Manager or the liquidator or the receiver shall assign such Shares together with the Common Areas and the Common Services and Facilities which they represent free of costs or consideration to the new Manager PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities and entitlements of the Manager contained in this Deed PROVIDED FURTHER THAT when the Owners Corporation has been formed, the Manager shall, at any time if required by the Owners Corporation, assign the Shares allocated to the Common Areas and the Common Services and Facilities together with the right to hold, use, occupy and enjoy the Common Areas and the Common Services and Facilities to the Owners Corporation free of costs or consideration, in which event, the Owners Corporation shall hold the same for the benefit of all Owners for the time being.

Residential care homes

14. No provision 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 or replacing legislation (“**RCHE**”), or residential care home for PWDs defined in the Residential Care Homes (Persons with Disabilities) Ordinance (Chapter 613 of the Laws of Hong Kong), any regulations made thereunder and any amending or replacing legislation (“**RCHD**”), or the use of the Land or any part thereof or any building or part of any building erected thereon for the purpose of RCHE or RCHD.

**Fire Safety
Management Plan**

15. Within one month after the date of this Deed, the First Owner shall deposit a full copy of the Fire Safety Management Plan 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 residential account of the Special Fund.

THE FIRST SCHEDULE

PART I

Allocation of Shares

		<u>Number of Shares</u>
(I)	Tai Wai Station	39,030
(II)	Commercial Development	94,485
(III)	Residential Development in Phase 1 and Phase 2	111,137
	Tower 2 (2A & 2B)	19,212
	Tower 3 (3A & 3B)	20,108
	Tower 5 (5A & 5B)	23,643
	Tower 6 (6A & 6B)	22,808
	Tower 7 (7A & 7B)	25,366
(IV)	Residential Car Park in Phase 1 and Phase 2	4,316
	326 residential car parking space (13 Shares each)	4,238
	39 residential motor cycle parking spaces (2 Shares each)	78
(V)	Government Accommodation	23,198
	(i) Existing Public Toilet	84
	(ii) PSC	10,683
	(iii) New PTI	12,431
(VI)	Common Areas and Common Services and Facilities in Phase 1	1,050
(VII)	Common Areas and Common Services and Facilities in Phase 2	950
(VIII)	B3 Commercial Car Park Common Areas and B3 Commercial Car Park Common Services and Facilities	50
(IX)	Subsequent Phase(s)	61,139
	Total :	----- 335,355 =====

Note:

Shares of each Residential Unit of the Residential Development in Phase 1 and Phase 2 are set out in separate tables.

Allocation of Shares to each Residential Unit in the Residential Development in Phase 1 and Phase 2

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares allocated to each Flat</u>	<u>Sub-Total</u>	
2 (2A)	7/F (1 storey)	A	77	77	
		B	68	68	
		C	48	48	
		D	32	32	
		E	29	29	
	8/F-29/F & 31/F-51/F (38 storeys)	A	78	2,964	
		B	71	2,698	
		C	50	1,900	
		D	33	1,254	
		E	30	1,140	
	52/F (1 storey)	A	140	140	
		B	137	137	
		D	35	35	
		E	32	32	
	2 (2B)	7/F (1 storey)	A	60	60
B			60	60	
C			47	47	
D			42	42	
8/F-29/F & 31/F-51/F (38 storeys)		A	62	2,356	
		B	62	2,356	
		C	49	1,862	
		D	45	1,710	
52/F (1 storey)		B	67	67	
		C	51	51	
		D	47	47	
Total Shares of Tower 2 (2A & 2B)				19,212	

Notes:

1. There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F.
2. 30/F is refuge floor.

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares allocated to each Flat</u>	<u>Sub-Total</u>
3 (3A)	7/F (1 storey)	A	60	60
		B	60	60
		C	41	41
		D	27	27
		E	33	33
	8/F-29/F & 31/F-50/F (37 storeys)	A	62	2,294
		B	62	2,294
		C	42	1,554
		D	28	1,036
		E	34	1,258
	51/F (1 storey)	A	134	134
		C	45	45
		D	30	30
		E	36	36
	3 (3B)	7/F (1 storey)	A	48
B			38	38
C			68	68
D			30	30
E			66	66
F			28	28
8/F-29/F & 31/F-50/F (37 storeys)		A	52	1,924
		B	41	1,517
		C	68	2,516
		D	31	1,147
		E	66	2,442
		F	29	1,073
51/F (1 storey)		A	53	53
		C	132	132
		E	124	124
Total Shares of Tower 3 (3A & 3B)				20,108

Notes:

1. There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F.
2. 30/F is refuge floor.

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares allocated to each Flat</u>	<u>Sub-Total</u>	
5 (5A)	7/F (1 storey)	A	63	63	
		B	58	58	
		C	42	42	
		D	52	52	
		E	42	42	
	8/F-16/F, 18/F-39/F & 41/F-61/F (46 storeys)	A	64	2,944	
		B	59	2,714	
		C	45	2,070	
		D	53	2,438	
		E	43	1,978	
	62/F (1 storey)	A	123	123	
		C	63	63	
		D	57	57	
		E	46	46	
	5 (5B)	7/F (1 storey)	A	60	60
B			62	62	
C			54	54	
D			47	47	
8/F-16/F, 18/F-39/F & 41/F-61/F (46 storeys)		A	63	2,898	
		B	62	2,852	
		C	54	2,484	
		D	49	2,254	
62/F (1 storey)		A	133	133	
		C	57	57	
		D	52	52	
Total Shares of Tower 5 (5A & 5B)				23,643	

Notes:

1. There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F and 54/F.
2. 17/F and 40/F are refuge floor.

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares allocated to each Flat</u>	<u>Sub-Total</u>	
6 (6A)	7/F (1 storey)	A	66	66	
		B	59	59	
		C	41	41	
		D	40	40	
		E	44	44	
	8/F-16/F & 18/F-39/F (27 storeys)	A	63	1,701	
		B	59	1,593	
		C	46	1,242	
		D	42	1,134	
		E	46	1,242	
	41/F-61/F (19 storeys)	A	63	1,197	
		B	59	1,121	
		C	46	874	
		D	42	798	
		E	46	874	
	62/F (1 storey)	A	130	130	
		C	48	48	
		D	45	45	
		E	50	50	
	6 (6B)	7/F (1 storey)	A	65	65
C			51	51	
D			25	25	
E			31	31	
F			42	42	
8/F-16/F & 18/F-39/F (27 storeys)		A	64	1,728	
		C	52	1,404	
		D	25	675	
		E	32	864	
		F	44	1,188	
41/F-61/F (19 storeys)		A	64	1,216	
		C	81	1,539	
		E	32	608	
		F	44	836	
62/F (1 storey)		A	69	69	
		C	86	86	
		E	35	35	
		F	47	47	
Total Shares of Tower 6 (6A & 6B)				22,808	

Notes:

1. There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F and 54/F.
2. 17/F and 40/F are refuge floor.

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Shares allocated to each Flat</u>	<u>Sub-Total</u>	
7 (7A)	7/F (1 storey)	A	64	64	
		B	65	65	
		C	41	41	
		D	30	30	
		E	25	25	
		F	32	32	
	8/F-16/F, 18/F-39/F & 41/F-61/F (46 storeys)	A	62	2,852	
		B	65	2,990	
		C	43	1,978	
		D	31	1,426	
		E	25	1,150	
		F	33	1,518	
	62/F (1 storey)	A	134	134	
		C	46	46	
		D	33	33	
		E	27	27	
		F	35	35	
	7 (7B)	7/F (1 storey)	A	60	60
			B	56	56
			C	30	30
			D	70	70
E			44	44	
8/F-16/F, 18/F-39/F & 41/F-61/F (46 storeys)		A	63	2,898	
		B	58	2,668	
		C	31	1,426	
		D	70	3,220	
		E	47	2,162	
62/F (1 storey)		A	68	68	
		B	62	62	
		C	33	33	
		D	123	123	
Total Shares of Tower 7 (7A & 7B)				25,366	

Notes:

1. There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F and 54/F.
2. 17/F and 40/F are refuge floor.

THE FIRST SCHEDULE

PART II

Allocation of Management Units

		<u>Number of Management Units</u>
(I)	Commercial Development	94,485
(III)	Residential Development in Phase 1 and Phase 2	111,137
	Tower 2 (2A & 2B)	19,212
	Tower 3 (3A & 3B)	20,108
	Tower 5 (5A & 5B)	23,643
	Tower 6 (6A & 6B)	22,808
	Tower 7 (7A & 7B)	25,366
(III)	Residential Car Park in Phase 1 and Phase 2	4,316
	326 residential car parking space (13 Management Units each)	4,238
	39 residential motor cycle parking spaces (2 Management Units each)	78
	Total (excluding subsequent Phase(s)):	----- 209,938 =====

Notes:

1. Management Units of each Residential Unit of the Residential Development in Phase 1 and Phase 2 are set out in separate tables.
2. No Management Unit shall be allocated to the Government Accommodation and to the Tai Wai Station.

Allocation of Management Units to each Residential Unit
in the Residential Development in Phase 1 and Phase 2

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units allocated to each Flat</u>	<u>Sub-Total</u>	
2 (2A)	7/F (1 storey)	A	77	77	
		B	68	68	
		C	48	48	
		D	32	32	
		E	29	29	
	8/F-29/F & 31/F-51/F (38 storeys)	A	78	2,964	
		B	71	2,698	
		C	50	1,900	
		D	33	1,254	
		E	30	1,140	
	52/F (1 storey)	A	140	140	
		B	137	137	
		D	35	35	
		E	32	32	
	2 (2B)	7/F (1 storey)	A	60	60
B			60	60	
C			47	47	
D			42	42	
8/F-29/F & 31/F-51/F (38 storeys)		A	62	2,356	
		B	62	2,356	
		C	49	1,862	
		D	45	1,710	
52/F (1 storey)		B	67	67	
		C	51	51	
		D	47	47	
Total Management Units of Tower 2 (2A & 2B)				19,212	

Notes:

1. There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F.
2. 30/F is refuge floor.

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units allocated to each Flat</u>	<u>Sub-Total</u>
3 (3A)	7/F (1 storey)	A	60	60
		B	60	60
		C	41	41
		D	27	27
		E	33	33
	8/F-29/F & 31/F-50/F (37 storeys)	A	62	2,294
		B	62	2,294
		C	42	1,554
		D	28	1,036
		E	34	1,258
	51/F (1 storey)	A	134	134
		C	45	45
		D	30	30
		E	36	36
	3 (3B)	7/F (1 storey)	A	48
B			38	38
C			68	68
D			30	30
E			66	66
F			28	28
8/F-29/F & 31/F-50/F (37 storeys)		A	52	1,924
		B	41	1,517
		C	68	2,516
		D	31	1,147
		E	66	2,442
		F	29	1,073
51/F (1 storey)		A	53	53
		C	132	132
		E	124	124
Total Management Units of Tower 3 (3A & 3B)				20,108

Notes:

1. There is no designation of 13/F, 14/F, 24/F, 34/F and 44/F.
2. 30/F is refuge floor.

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units allocated to each Flat</u>	<u>Sub-Total</u>	
5 (5A)	7/F (1 storey)	A	63	63	
		B	58	58	
		C	42	42	
		D	52	52	
		E	42	42	
	8/F-16/F, 18/F-39/F & 41/F-61/F (46 storeys)	A	64	2,944	
		B	59	2,714	
		C	45	2,070	
		D	53	2,438	
		E	43	1,978	
	62/F (1 storey)	A	123	123	
		C	63	63	
		D	57	57	
		E	46	46	
	5 (5B)	7/F (1 storey)	A	60	60
B			62	62	
C			54	54	
D			47	47	
8/F-16/F, 18/F-39/F & 41/F-61/F (46 storeys)		A	63	2,898	
		B	62	2,852	
		C	54	2,484	
		D	49	2,254	
62/F (1 storey)		A	133	133	
		C	57	57	
		D	52	52	
Total Management Units of Tower 5 (5A & 5B)				23,643	

Notes:

1. There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F and 54/F.
2. 17/F and 40/F are refuge floor.

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units allocated to each Flat</u>	<u>Sub-Total</u>	
6 (6A)	7/F (1 storey)	A	66	66	
		B	59	59	
		C	41	41	
		D	40	40	
		E	44	44	
	8/F-16/F & 18/F-39/F (27 storeys)	A	63	1,701	
		B	59	1,593	
		C	46	1,242	
		D	42	1,134	
		E	46	1,242	
	41/F-61/F (19 storeys)	A	63	1,197	
		B	59	1,121	
		C	46	874	
		D	42	798	
		E	46	874	
	62/F (1 storey)	A	130	130	
		C	48	48	
		D	45	45	
		E	50	50	
	6 (6B)	7/F (1 storey)	A	65	65
C			51	51	
D			25	25	
E			31	31	
F			42	42	
8/F-16/F & 18/F-39/F (27 storeys)		A	64	1,728	
		C	52	1,404	
		D	25	675	
		E	32	864	
		F	44	1,188	
41/F-61/F (19 storeys)		A	64	1,216	
		C	81	1,539	
		E	32	608	
		F	44	836	
62/F (1 storey)		A	69	69	
		C	86	86	
		E	35	35	
		F	47	47	
Total Management Units of Tower 6 (6A & 6B)				22,808	

Notes:

1. There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F and 54/F.
2. 17/F and 40/F are refuge floor.

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Management Units allocated to each Flat</u>	<u>Sub-Total</u>	
7 (7A)	7/F (1 storey)	A	64	64	
		B	65	65	
		C	41	41	
		D	30	30	
		E	25	25	
		F	32	32	
	8/F-16/F, 18/F-39/F & 41/F-61/F (46 storeys)	A	62	2,852	
		B	65	2,990	
		C	43	1,978	
		D	31	1,426	
		E	25	1,150	
		F	33	1,518	
	62/F (1 storey)	A	134	134	
		C	46	46	
		D	33	33	
		E	27	27	
		F	35	35	
	7 (7B)	7/F (1 storey)	A	60	60
			B	56	56
			C	30	30
			D	70	70
E			44	44	
8/F-16/F, 18/F-39/F & 41/F-61/F (46 storeys)		A	63	2,898	
		B	58	2,668	
		C	31	1,426	
		D	70	3,220	
		E	47	2,162	
62/F (1 storey)		A	68	68	
		B	62	62	
		C	33	33	
		D	123	123	
Total Management Units of Tower 7 (7A & 7B)				25,366	

Notes:

1. There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F and 54/F.
2. 17/F and 40/F are refuge 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 (subject always to the rights of the Manager, the First Owner, the Owner of the Tai Wai Station and the Owner of the Government Accommodation) 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 re-pass over and along and upon and to use such part(s) of the Estate Common Areas and the Estate Common Services and Facilities for all purposes connected with the use and enjoyment of his Unit. |
| Right to Support | (b) | The right to subjacent and lateral support and to shelter and protection from the other portions of the Land and the Development. |
| Right of running water and utilities | (c) | The right to free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, air-conditioning, telephone and other services from and to each Unit or other parts of the Estate through the sewers, gutters, drains, 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 Tai Wai Station) and serving the Unit or other parts of the Estate provided that the Owner of the Unit (other than the Owner of the Government Accommodation) 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 Tai Wai Station as a result of exercise of right herein contained and/or carrying out the maintenance and repair of the aforesaid facilities and services. |
| Right to enter | (d) | The right for the Owner or occupier for the time being of each Unit with or without servants, workmen and others at all reasonable times on reasonable notice (except in case of emergency) to enter into and upon the parts of the Estate (other than the Government Accommodation) for the purpose of carrying out any work necessary for the maintenance and repair of such Unit or any Party Wall forming part of it or services, facilities or installations therein or serving that Unit exclusively, such work not being the responsibility of the Manager, and which cannot be practically carried out without such access Provided That the Owner and occupier of the relevant Unit shall in exercising such right of entry cause as little disturbance as possible and shall make good any damage caused thereby and to enter the Government |

Accommodation only with the prior approval of the Owner of the Government Accommodation (except in case of emergency) causing as little disturbance as possible and the Owner and occupier of the relevant Unit shall make good any damage and be liable for all costs and expenses incurred for any damage caused to the Government Accommodation. Without prejudice to the generality of the foregoing, the Owner of the Commercial Development shall have the right to go pass and repass over and along and to use such part of the Residential Common Areas on 6th Floor with or without tools, equipment and machinery which may be necessary for the purpose of delivery and removal of chillers serving the Commercial Development to or from the chiller plant room forming part of the Commercial Development on 4th Floor and adjoining the flat roof of the PSC.

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

Rights of Owner of Government Accommodation

- (a) Notwithstanding any provision contained in this Deed, FSI, its lessees, tenants, licensees and persons authorized by it and the Owners or occupiers for the time being of the Government Accommodation or any part thereof shall have:
 - (i) the right of shelter, support and protection for the Government Accommodation;
 - (ii) the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the Term laid on or running through any part of the Land and any part of the Development;
 - (iii) the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (“**Government Accommodation Services**”) at any time at its absolute discretion without having to obtain the approval or consent of the First Owner, the other Owners or the Manager Provided that proper and adequate care and precaution shall be taken during any such alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the Land and serving all those parts of the Development other than the Government Accommodation;

- (iv) the right to go pass and repass over and along and to use any common parts of the Land or any common parts of the Development in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of any common facilities within the Land or the Development (which for the avoidance of doubt, “common parts” and “common facilities” referred to in this sub-clause (a)(iv) include the Common Areas and the Common Services and Facilities respectively);
- (v) the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the Land or any part of the Development for the purpose of extending or carrying out maintenance, repair, addition, alteration and other works to the Government Accommodation or any part thereof and maintenance, repair, alteration, diversion, variation, relaying, addition and other reinstatement works to the Government Accommodation Services or any part thereof;
- (vi) the free and uninterrupted rights of way to and from the Government Accommodation;
- (vii) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as FSI shall deem fit and the right of access over the Land or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
- (viii) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
- (ix) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings,

roof slabs, carriageway/floor slabs and other structural elements of, in, around, within, above and below the same and the related right of access over the Land or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material Provided that proper and adequate care and precaution shall be taken during such alteration works so as to ensure that no damage is caused to the services and facilities within the Land and serving all those parts of the Development other than Government Accommodation; and

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

3. Rights, Easements and Privileges applicable to the Owner of the Tai Wai Station

Rights of the Owner of the Tai Wai Station

- (a) The right for the Owner for the time being of the Tai Wai Station with or without servants, workmen and others and with such tools, equipment, machinery or motor vehicles which the Owner of the Tai Wai Station considers necessary at all reasonable times on reasonable notice (except in case of emergency) to enter into and upon the other parts of the Development (including but not limited to the Residential Common Areas but excluding the Residential Units and the Government Accommodation) for the purpose of emergency services and carrying out any work necessary for the maintenance and repair of the KCRC Railway, the Tai Wai Station or the Railway Structures and Installations and the exercise of any right conferred under this Deed, such work not being the responsibility of the Manager, and which cannot be practically carried out without such access and to cause as little disturbance as possible and at its own expense make good any damage to such other parts of the Development caused thereby and in the case of the Government Accommodation only if the entry is unavoidable and with the prior written approval of the Owner of the Government Accommodation (except in case of emergency) and the least disturbance being caused and the Owner of the Tai Wai Station shall be liable for all costs and expenses incurred for any damage caused

to the Government Accommodation and shall indemnify the Owner of the Government Accommodation from and against all costs and expenses incurred for any damage caused to the Government Accommodation and Provided Further that the Owner of the Tai Wai Station shall at its own expenses make good any damage caused to the Government Accommodation as a result of carrying out such works.

- (b) The right to free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services and facilities from and to the Tai Wai Station or any part or parts thereof through the sewers, drains, water courses, pipes, wires, cables, ducts and any other conducting media which now are or may at any time during the Term be in, under or passing through the Land and the Development or any part or parts thereof and serving the Tai Wai Station Provided that the Owner of the Tai Wai 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 easements, rights and privileges excepted and reserved by or to which the First Owner is expressly subject unto KCRC as the Owner of the Tai Wai Station, its successors and assigns under Part II of the Second Schedule to the Station Assignment.
- (d) Full right and liberty (Subject Always to the rights of the Manager, the First Owner and the Owner of the Government Accommodation) for the Owner of the Tai Wai Station for the time being, his servants, agents and licensees (in common with all other persons having the like right) to go pass and repass over and along and to use the driveway and circulation areas on Ground Floor as for identification purpose only shown and coloured green and orange on the Ground Floor Plan annexed hereto forming part of the Estate Common Areas and the Commercial Development respectively and facilities therein respectively for the purposes of (i) access and egress to and from and the proper use and enjoyment of the loading and unloading bays, MOL viaduct and/or exhaust air ducts forming part of the Tai Wai Station; and (ii) installation of cat ladders, access doors and/or other necessary facilities for access and egress to and from MOL viaduct and/or exhaust air ducts and the proper use and enjoyment of such cat ladders and facilities.
- (e) The right for the Owner for the time being of the Tai Wai Station to display, erect, affix banners, posters, notices, leaflets and the like relating to the KCRC Railway, the Tai Wai Station or the Railway Structures and Installations in case of emergency in any part or parts

of the Land and the Estate (including but not limited to the Common Areas and the Government Accommodation but excluding the Residential Units) Provided That the Owner of the Tai Wai Station shall cause as little disturbance as possible and at its own expense make good any damage to such part or parts of the Land and the Development caused thereby and the Owner of the Tai Wai Station shall be liable for and indemnify the Owner of the Estate from and against all costs and expenses incurred for any damage caused to the Estate.

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

Rights of Owners of the Residential Development

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

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

(ii) to go, pass and repass over and along and upon and to use the Estate Common Areas, the Residential Car Park Common Areas, the Estate Common Services and Facilities and the Residential Car Park Common Services and Facilities, for the purposes of access and egress to and from the drop off areas, the lay-bys, loading and unloading spaces, Bicycle Parking Spaces, the Visitors' Parking Spaces and the EV Facilities for Visitors' Parking Spaces.

(iii) to go, pass and repass over and along and upon and to use such part of the Commercial Development on Basement Level 3 as designated or re-designated by the Owner(s) of the Commercial Development from time to time as necessary for the purposes of access and egress to and from the lift lobby and lifts on Basement Level 3 as shown and coloured brown and yellow respectively and marked "Residential Shuttle Lift Lobby" and "Lift P5" and Lift P6" respectively.

Right to use recreational areas and facilities

(b) Full right and liberty for the residents for the time being, of a Unit in the Residential Development and his bona fide guests and visitors to use and enjoy, for the purpose of recreation only and subject to the rules regulations and fees prescribed for their use by the Manager, the Private Recreational Areas and Facilities intended for

use by the residents of the Residential Development and his bona fide guests and visitors PROVIDED that in exercising such right no person shall damage or interfere with or permit or suffer to be damaged or interfered with, the general amenities, plant, equipment or services provided.

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

Rights of Owners of the Residential Parking Spaces

- (a) Full right and liberty (Subject Always to the rights of the Manager, the First Owner, the Owner of the Tai Wai Station and the Owner of the Government Accommodation) for the Owner of a Residential Parking Space for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon and to use the Residential Car Park Common Areas and the Residential Car Park Common Services and Facilities for all purposes connected with the use and enjoyment of his Residential Parking Space.
- (b) Subject to the provisions of Clauses 28 and 29 of Section E of this Deed and to the payment of the management expenses for the Common EV Facilities to be borne by the Owners of EV Parking Spaces, the full right and liberty (Subject Always to the rights of the Manager, the First Owner, the Owner of the Tai Wai Station and the Owner of the Government Accommodation) for the Owner of an EV Parking Space for the time being at his own cost and expense to install, maintain, repair and replace an electric meter and such associated facilities within the EV charger rooms of the Residential Car Park Common Areas and to lay and/or maintain, repair and replace such cables, base box, socket outlets, protective and security devices within the Residential Car Park Common Areas at such locations and in such manner to be approved by the Manager for the purposes of or in connection with the proper use and enjoyment and operation of the Non-Common EV Facilities serving his EV Parking Space exclusively.
- (c) Full right and liberty (Subject Always to the rights of the Manager, the First Owner, the Owner of the Tai Wai Station and the Owner of the Government Accommodation) for the Owner of a Residential Parking Space on Basement Level 3 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 on foot or by wheelchair and to use the B3 Commercial Car Park Common Areas and the B3 Commercial Car Park Common Services and Facilities and such part of the Commercial Development in front of the entrance of the Residential Shuttle Lift Lobby on Basement Level 3 for the purposes of access and egress to and from the Residential Shuttle Lift Lobby on Basement Level 3 and proper use and enjoyment of his Residential

6. **Rights, Easements and Privileges applicable to the Owners of the Commercial Development**

**Rights of Owners of
the Commercial
Development**

- (a) The right for the Owner (or Owners in accordance with the provisions in the Sub-Deed of Mutual Covenant (if any) in respect of the Commercial Development) of the Commercial Development and all others authorized by them in accordance with the terms of the Government Grant to name and rename the Commercial Development at any time without consent of any other Owner and without being liable to any other Owner or persons having an interest in the Development or any part thereof for any damages, claims, costs or expenses resulting therefrom or in connection therewith and to display, install, erect, affix or permit to be displayed, installed, erected or affixed upon the external walls forming part of the Commercial Development owned by him (or them) logos, posters and other advertising signs or structures whatsoever and whether illuminated or not and to amend, vary, alter or modify the design or appearance of the external walls forming part of the Commercial Development owned by him (or them) Provided That the rights and interests of the Owners (other than the sole Owner or Owners of the Commercial Development) shall not be adversely affected and Provided Further that the Owner (or Owners in accordance with the provisions in the Sub-Deed of Mutual Covenant (if any) in respect of the Commercial Development) of the Commercial Development shall at its costs and expense be responsible for keeping and maintaining in good condition those parts(s) of the external walls and shall pay any electricity charges in connection with such logos, posters, signs or structures.
- (b) The right for the Owners of the Commercial Development to enter into a sub-deed of mutual covenant in respect of the Commercial Development (the “**Commercial Sub-DMC**”) and sub-sub-deed(s) of mutual covenant in respect of any part of the Commercial Development (the “**Commercial Sub-Sub-DMC(s)**”) which expression shall include all subsequent and further sub-sub-deeds of mutual covenant in respect of part of the Commercial Development and any documents (whatsoever named) which by their nature or in substance amount to a sub-sub-deed of mutual covenant in respect of part of the Commercial Development) for the purpose of making further provisions for the management (which may include the appointment of a manager), maintenance and servicing of the Commercial Development or the relevant part thereof for which it is made and its equipment, services and apparatus and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof Provided that :

- (i) the Commercial Sub-DMC or the Commercial Sub-Sub-DMC(s) (as the case may be) shall be previously approved in writing by the Director;
- (ii) the provisions of the Commercial Sub-DMC or the Commercial Sub-Sub-DMC(s) (as the case may be) shall not conflict with the provisions of this Deed and shall not affect the rights, interests or obligations of other Owners (other than the Owners of the Commercial Development in case of the Commercial Sub-DMC or the relevant part of the Commercial Development in case of the Commercial Sub-Sub-DMC(s) (as the case may be)) and/or the Manager under this Deed;
- (iii) a manager shall be appointed for the management, maintenance and servicing of the Commercial Development or the relevant part of the Commercial Development (as the case may be); and
- (iv) the loading and unloading spaces of goods vehicles of the Commercial Development provided in accordance with Special Condition No.(44)(a)(ii) of the Government Grant and the Greenery Areas forming part of the Commercial Development shall be designated as and form part of the Commercial Common Areas in the Commercial Sub-DMC.

Right to use the emergency vehicular access

- (c) The right for the Owners and occupiers of the Commercial Development to go pass and repass over and along and to use the emergency vehicular access on 6th Floor forming part of the Residential Common Areas for the purpose of escape during emergency only.

Right to install TV relay station, antennas, cables and services

- (d) (i) The right for the Owner(s) of the Commercial Development to install, erect and affix or permit to be installed, erected and affixed (1) a TV relay station in the satellite master antenna television (SMATV) room on the Roof Floor of Tower 5 (5A & 5B) forming part of the Residential Common Areas, (2) antennas on or to the plinths on Top Roof of Tower 5 (5A & 5B) forming part of the Residential Common Areas, (3) cables in the cable duct running through 6th Floor to Top Roof Floor of Tower 5 (5A & 5B) forming part of the Residential Common Areas and (4) electrical and mechanical installations and services within the areas for accommodating electrical and mechanical installations above the roof of the Tai Wai Station on 4th Floor and below 5th Floor and inaccessible void above the roof of 5th Floor and below 6th Floor forming part of the Residential Common Areas

PROVIDED THAT in exercising the right to install electrical and mechanical installations and services as mentioned in item (4) above, the Owner(s) of the Commercial Development shall not damage, interfere with, obstruct, endanger or affect the safety, integrity, use and operation of the Tai Wai Station, the KCRC Railway and the Railway Structures and Installations and the Owner of the Commercial Development shall make good any damage caused to the Tai Wai Station, the KCRC Railway and the Railway Structures and Installations as a result of the exercise of such right; and

- (ii) Full right and liberty (Subject Always to the rights of the Manager, the Owner of the Tai Wai Station and the Owner of the Government Accommodation) for the Owner(s) of the Commercial Development, its/their servants, agents, licensees (in common with all other persons having the like right) to go, pass and repass over and along and upon such parts of the Residential Common Areas and to use such parts of the Residential Common Services and Facilities as designated or re-designated by the Manager from time to time for the purposes of access and egress to and from such parts of the Residential Common Areas as mentioned in sub-paragraph (d)(i) above to maintain and repair the TV relay station, antennas, cables and electrical and mechanical installations and services as mentioned in sub-paragraph (d)(i) above in accordance with applicable laws and regulations and all purposes connected with the use and enjoyment of the aforesaid TV relay station, antennas, cables and electrical and mechanical installations and services;

Provided that all costs and expenses of installation, erection, affixing, repairing and maintenance of the aforesaid TV relay station, antennas, cables and electrical and mechanical installations and services shall be borne by the Owner(s) of the Commercial Development solely and Provided further that the Owner(s) of the Commercial Development shall at its/their sole costs and expenses make good any damage caused by the Owner(s) of the Commercial Development, its/their servants, agents, contractors and licensees to the Residential Common Areas and/or the Residential Common Services and Facilities or part thereof as a result of installation, erection, affixing, repairing and maintenance of the aforesaid TV relay station, antennas, cables or electrical and mechanical installations and services or failure to repair or maintain the same.

**Rights of the Owners
of the B3 Commercial
Car Parking Spaces**

- (e) The full right and liberty for the Owner of a B3 Commercial 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 to use the B3 Commercial Car Park Common Areas and the B3 Commercial Car Park Common Services and Facilities for the purposes of access and egress to and from and proper use and enjoyment of his B3 Commercial Car Parking Space.

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 Provided that such easements, rights and privileges shall be subject to the easements, rights and privileges of FSI and shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI under this Deed and the Government Grant and Provided Further that such easements, rights and privileges shall be subject to the rights and privileges of the Owner of the Tai Wai Station and shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to the Owner of the Tai Wai Station under this Deed and the Station Assignment.

Rights of the Manager

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

(b) The rights for the Manager with or without surveyors contractors workmen and others to carry out all necessary works required by

the Director, including the temporary closure of any opening in the building or buildings erected on the Land, other than the Tai Wai Station (except with the prior consent in writing of the Owner of the Tai Wai Station) and provided that the Manager shall be liable for all costs and expenses incurred for any damages caused to the Tai Wai Station so as to enable the erection and connection of the pedestrian walkways or footbridges (if any) to the buildings. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification Provided that the ingress to or egress from the Government Accommodation and/or the Tai Wai Station shall not be interrupted and the proper use and enjoyment of the Government Accommodation and/or the Tai Wai Station shall not be affected Provided that the powers and duties of the Manager under this Clause 2 shall be (i) subject to the rights easements and privileges of FSI and shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI under this Deed and the Government Grant, and (ii) subject to the rights easements and privileges of the Owner of the Tai Wai Station and shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to the Owner of the Tai Wai Station under this Deed and the Station Assignment.

Rights of First Owner

Preamble

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

- (i) the naming rights of the First Owner in respect of the Estate (other than the Government Accommodation) in the manner as herein provided;
- (ii) the construction, development and completion of the Estate;
- (iii) the change in design, layout, disposition, height and use of any part of the Estate (other than the Government Accommodation) which the First Owner shall remain to be the Owner;
- (iv) the maximisation of the development potential of any part of the Land and/or the Estate (other than the Government Accommodation) which the First Owner shall remain to be the Owner insofar as such maximisation shall be permissible and approved by the Government Provided

that such right shall not prejudice the Owners' use and enjoyment of their Units or the use and enjoyment of the Tai Wai Station;

- (v) management and control of those parts of the Estate (other than the Government Accommodation) which the First Owner shall remain to be the Owner;
- (vi) connecting of those parts of the Estate (other than the Government Accommodation) which the First Owner shall remain to be the Owner to the neighbouring developments; and
- (vii) protection of the exercise of any rights and powers as are conferred upon or excepted or reserved unto the First Owner under the Government Grant and the Station Assignment.

Exceptions and Reservations

Each and every Owner covenants with the First Owner with the intent that the covenants, rights, liberty, privileges, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and the interest therein that for so long as the First Owner remains the beneficial owner of any Share (and in addition to any other right which it may have reserved under (i) the Station Assignment and (ii) the Assignment to the Purchaser), the First Owner shall have the exclusive and unrestricted right in its absolute discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and/or to exercise all or any of the following rights, liberty, privileges and entitlement without the necessity of joining in or the concurrence or approval of any other Owner (unless provided otherwise in this Deed), the Manager or any other person interested in the Land and the Development but subject to the rights easements and privileges reserved to the Owner of the Tai Wai Station and FSI under this Deed, the Government Grant and the Station Assignment and Provided that such rights easements and privileges of the Owner of the Tai Wai Station and the Owner of the Government Accommodation 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 the First Owner, the Tai Wai Station and the Government Accommodation unless entry is unavoidable, when in that event it shall be subject to prior reasonable notice (PROVIDED THAT for entry into the Government Accommodation, the prior

written approval of the Owner of the Government Accommodation shall be required), the least disturbance being caused and the First Owner making good any damage caused to the Units, the Tai Wai Station and the Government Accommodation and indemnifying FSI and the Owner of the Tai Wai Station for the costs and expenses incurred for any damage caused to the Government Accommodation and the Tai Wai Station as a result of the aforesaid entry or any works under this sub-clause (a)) 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 Estate either alone or in conjunction with any adjacent land or adjacent buildings in such manner and with such materials as the First Owner in its absolute and unfettered discretion shall deem fit;
- (ii) carrying out any works or repairs or maintenance which it considers necessary to prevent any damage to, or for preventing or rectifying any works by the Owners or any of them or the Manager which may in the opinion of the First Owner have the effect of endangering or causing damage to the KCRC Railway, the Tai Wai Station or the Railway Structures and Installations and in this event the reasonable costs thereof shall be a debt due to the First Owner repayable on demand by the Manager from the defaulting Owner;
- (iii) constructing future pedestrian walkways or accessways connecting the Estate to the neighbouring lands or development;
- (iv) constructing and developing footbridges and connection points at such point or part or parts of the Estate as it may require from time to time in compliance with the Government Grant;
- (v) carrying out all necessary works for temporary closure of any part of the Estate when called upon by the Director and carry out all necessary repair

or maintenance work in relation to such temporary closure;

The First Owner in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Estate which the Owners shall not use while such works are being carried out and the Owners shall comply with the requirements of such notification Provided That when carrying out such works the First Owner shall cause as little disturbance to the Owners as is reasonably practicable by providing at its own expense such measures as may be necessary including but not limited to noise abatement and dust protection measures within the Development in relation to the Units and/or the Tai Wai Station so as to minimize the inconvenience caused to the Owners of the Units and/or the Tai Wai Station for the continuing construction of the Land and the Estate and shall indemnify any Owner in respect of costs and expenses incurred as a result of any damage caused to any Unit and/or the Tai Wai Station 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 or the exclusive right of the Owner of the Tai Wai Station to the use and occupation of the Tai Wai Station nor prevent access to or egress from any such Unit or the Tai Wai Station (as the case may be) and Provided Further that the First Owner shall be solely responsible for the maintenance and management expenses of those parts of the Common Areas and Common Services and Facilities which the Owners shall not use as aforesaid while the aforesaid works are being carried out and shall make good any damage caused to those parts of the Common Areas and Common Services and Facilities as a result of the use of such parts by the First Owner;

- (b) in accordance with the terms of the Government Grant, to assign upon execution of this Deed the Common Areas and Common Services and Facilities or any part or parts thereof together with the Shares relating thereto to the Manager, without consideration, for the general benefit of the Owners Provided that upon such assignment such areas and facilities shall be held by the Manager as trustee for all the Owners and if the Manager shall resign or be wound up or are removed in accordance with the provisions of Clause 2 of Section H of this Deed and another manager appointed in its place, or if required by an Owners Corporation for the Development formed under the Building Management Ordinance then the Manager or its liquidator shall assign

such Common Areas and Common Services and Facilities together with the Shares relating thereto (if any) free of costs and consideration to the new manager or Owners Corporation (as appropriate) upon the same trusts;

- (c) without the necessity of making every Owner or other person having an interest in the Development or any part thereof a party thereto to, subject to the prior written consent of the Director, enter into a Sub-Deed of Mutual Covenant or Deed Poll in respect of any part of the Estate (save for the Government Accommodation and the Units which have been assigned by the First Owner) for the purpose of allocating Shares and Management Units to any part of the Estate and of making further provisions for the management, maintenance and servicing of that part of the Estate for which it is made and its equipment, services and apparatus and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof Provided That such allocation of Shares and Management Units shall not affect the proportion of Shares allocated to the Tai Wai Station or the Government Accommodation and Provided Always that the rights and interests of the Owner of the Tai Wai Station or the Owner of the Government Accommodation shall not be adversely affected or prejudiced and no Management Units shall be allocated to the Tai Wai Station or the Government Accommodation;
- (d) subject to the prior approval of the Director, to re-designate or redistribute any Shares retained by it in the Estate and allocated to any particular part of the Estate the exclusive use of which is retained by the First Owner to any other part of the Estate of which it has exclusive use Provided That the re-designation or redistribution of Shares shall not affect the proportion of Shares allocated to the Government Accommodation and shall not affect the proper use and enjoyment of the Government Accommodation;
- (e) subject to the prior written consent of the Director, to adjust the number of Management Units and/or the Shares into which the Land and the Development shall all be notionally divided and the fraction which each Share bears to the whole if such adjustment shall be required due to any change in the building design and/or amendment to the building plans Provided That such adjustment shall not affect the rights to the sole and exclusive right and privilege to hold use occupy and enjoy the Tai Wai Station and the Government Accommodation by the respective Owner thereof 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 and/or Management Units shall not affect the proportion of the Shares allocated to the Tai Wai Station and the Government Accommodation and no Management Units shall be allocated to the Tai Wai Station and the Government Accommodation;

- (f) to designate or re-designate the unit numbering and/or (subject to the prior approval of the Director) to allocate, re-allocate and/or sub-allocate the number of Shares and Management Units attached to those parts of the Estate which the First Owner remains to be the Owner thereof Provided That any such allocation, re-allocation or sub-allocation of Shares shall not affect the proportion of Shares allocated to the Government Accommodation and no Management Units shall be allocated to the Government Accommodation;
- (g) to change the name of the Estate or any part thereof (other than the Government Accommodation) and to change at any time the name description and/or numbering of any building in the Estate (other than the Government Accommodation) as it shall in its absolute discretion think fit, in the case of a change of name of the entire Estate (other than the Government Accommodation), subject 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 Provided That the First Owner shall bear all costs incurred by the Manager in erecting or replacing any existing building name or directional signage within the Estate (other than the Government Accommodation) as a result of the exercise of this right;
- (h) to alter, amend, vary or add to the Approved Plans or any master layout plan approved under the Town Planning Ordinance (Chapter 131 of the Laws of Hong Kong) relating to the Estate (other than the Government Accommodation and the Units that have been sold or assigned by the First Owner) (including but not limited to the alteration of corridors and toilets) and/or any other building plans relating to the Estate without the concurrence or approval of any Owner or other person having an interest in the Estate or any part thereof Provided that the exercise of the right hereunder shall be in relation to the Units that have not been sold or assigned by the First Owner and that any amendment to the master layout plan

shall not affect the Government Accommodation and the Units that have been sold or assigned by the First Owner, and nothing herein contained shall absolve the First Owner from the requirements of obtaining the prior consent of the Director or other relevant government authorities pursuant to the Government Grant or other applicable legislation and the Owner of the Government Accommodation in the event that the Government Accommodation is affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected). No such alteration, amendment, variation or addition shall give to the Owners or other person having an interest in the Estate or any part thereof any right of action against the First Owner or the Government Provided That the use and enjoyment of the Units by the Owners and the access to and from such Units shall not be interfered with and Provided Further that the proper use and enjoyment of the Government Accommodation shall not be affected thereby and that no such change, amendment, variation, addition or alteration shall have any adverse effect on or shall impede or restrict the proper use of or access to or from the Government Accommodation or the services and facilities supplying the Government Accommodation (if applicable);

- (i) to carve out, surrender, dedicate or assign any part of the Land or the Estate (other than the Government Accommodation, the Common Areas and the Units which have been sold or assigned by the First Owner) to the Government either in the name of the First Owner or in the name of some or all Owners, such part or parts of the Land and the Estate to be carved out, dedicated or assigned without the necessity of joining in other Owners and the Owners shall renounce and release all right, title, interest, benefit, claim and demand whatsoever of and in such portion of the Land and the Estate and in the compensation therefor PROVIDED THAT the exercise of the right hereunder shall only be in relation to the Units that have not been sold or assigned by the First Owner and that an Owner's right to hold, use, occupy and enjoy his Unit and the access to and from such Unit shall not be adversely affected and PROVIDED FURTHER THAT the proper use and enjoyment of the Government Accommodation and the Tai Wai Station shall not be affected thereby and PROVIDED FURTHER THAT if the exercise of the First Owner's right under this Sub-clause directly affects the Government Accommodation (GPA shall in its sole discretion determine whether or not the Government

Accommodation is directly affected) or the Tai Wai Station (the Owner of the Tai Wai Station shall in its sole discretion determine whether or not the Tai Wai Station is directly affected), prior approval of the Owner of the Government Accommodation or the Owner of the Tai Wai Station (as the case may be) shall be obtained. All payments, compensation or other money relating or incidental to such surrender, dedication or assignment shall be paid to and received by the First Owner alone and the First Owner shall be empowered to give a good and valid receipt therefor;

- (j) without prejudice to sub-clause (e) hereof and subject only to obtaining the prior written consent of the Director, to allocate and re-allocate Shares to any particular part of the Estate (excluding the Units which have been assigned by the First Owner) following the issue of an Occupation Permit in respect of that particular part and to each Unit and the Common Areas and Common Services and Facilities and to allocate and re-allocate Management Units to each Unit thereto necessitated by any change in gross floor area Provided that the allocation in or re-allocation of Shares shall not affect the proportion of Shares allocated to the Government Accommodation and no Management Units shall be allocated to the Government Accommodation;
- (k) to construct, maintain, lay, alter, remove, re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the Land and the Development (other than the services and facilities solely and exclusively serving the Tai Wai Station or the Government Accommodation) or partly within the Land and the Development (other than the services and facilities solely and exclusively serving the Tai Wai Station or the Government Accommodation) and adjoining land to supply utilities services and recreational facilities to the Land and the Development Provided that in exercising any of its rights under this Sub-clause by the First Owner, the First Owner shall not interfere with the Owners' rights to hold, use, occupy and enjoy their Units nor impede access to their Units and Provided further that if the said drains, pipes, cables, sewers, installations, fittings, chambers and structures form parts of the Common Areas or the Common Services and Facilities, the exercise of the aforesaid right shall be subject to the approval by a resolution of Owners at a meeting of the Owners of the Estate convened under this Deed PROVIDED THAT such approval is not required

if the exercise of the aforesaid right is for the purpose of construction, development and completion of Phase 2 and/or the subsequent Phase(s) and any consideration received (if any) shall be credited to the relevant account of the Special Fund and Provided further that in any event no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation;

- (l) to demolish, modify, alter, reconstruct, further develop, re-develop or re-build the Land and/or the Estate (other than the Government Accommodation) or any part thereof which shall remain vested in the First Owner either alone or in conjunction with any adjacent land or adjacent buildings and in such manner as the First Owner may deem fit and for all or any such purposes arrange for new buildings plans to be prepared and/or the Approved Plans to be changed, added to, altered or otherwise amended and to submit the same for approval by the Building Authority and/or such other competent Government authorities and to carry out all necessary demolition and construction works in connection therewith Subject to (i) the approval of the Owner of the Government Accommodation being obtained if in its opinion the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) and (ii) the approval of the Owner of the Tai Wai Station being obtained if in its opinion the Tai Wai Station is directly affected (the Owner of the Tai Wai Station shall in its sole discretion determine whether or not the Tai Wai Station is directly affected) Provided That (i) FSI's right to hold use occupy and enjoy the Government Accommodation and to have unimpeded or unrestricted access to and from the Government Accommodation shall not be interfered with and (ii) the right of the Owner of the Tai Wai Station to hold use occupy and enjoy the Tai Wai Station and to have unimpeded or unrestricted access to and from the Tai Wai Station shall not be interfered with Provided further that exercise of such right shall be subject to the Government Grant and the Station Assignment and shall neither interfere with the rights of other Owners to hold use occupy and enjoy their Units nor impede their access to their respective Units. 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 Estate (other than the Government

Accommodation) shall belong to the First Owner absolutely;

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

- (n) subject to the approval by a resolution of the Owners of the Estate at a meeting of the Owners of the Estate convened under this Deed, to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian walkways, subways, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Common Areas and the Common Services and Facilities, or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as the First Owner shall deem fit Provided that none of the terms and conditions of the Government Grant shall be contravened with and the proper use and enjoyment of the Government Accommodation and/or the Tai Wai Station shall not be affected and Provided Always that exercise of such right shall be subject to the Government Grant and shall neither interfere with the rights of other Owners to hold use occupy and enjoy their Units nor impede their access to their respective Units and any money received from the grant of any such rights shall form part of the Special Fund;

- (o) subject to 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, to construct, maintain, repair and renew at the First Owner's own expense connections, footbridges and/or pedestrian walkway whether or not linking the Land and the Estate with any adjoining or neighbouring lots and/or developments Provided That the proper use and enjoyment of the Government Accommodation and/or the Tai Wai Station shall not be affected and the access to or from the Government Accommodation and/or the Tai Wai Station shall not be impeded or restricted and Provided Further that GPA or the Owner of the Tai Wai Station (as the case may be) shall in its sole discretion determine whether or not the Government Accommodation or the Tai Wai Station (as the case may be) is directly affected;

- (p) (i) where the uncompleted part(s) of the Estate or those parts of the Estate owned by the First Owner (other than the Government Accommodation) are affected, to agree with the Government any substitution, alteration, amendment, variation or addition to any drawings, designs and plans of any nature or purpose whatsoever of the Estate (including but not limited to layout plans, general building plans, car park layout plans, landscape plans and concept plans) without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Estate (other than the Government Accommodation) or any part thereof and to sign or execute any documents in connection therewith in the name of the First Owner only without the necessity of joining in other Owners or other person having an interest in the Estate (other than the Government Accommodation) or any part thereof Provided That in respect of completed part(s) of the Estate, the exercise of such right by the First Owner shall be restricted to Units which have not been sold or assigned by the First Owner and shall not interfere with the other Owner's right to hold, use, occupy and enjoy their Units nor impede access to their Units And Provided Further That any amendment to the master layout plan shall not affect the Government Accommodation and/or the Tai Wai 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 Government Accommodation and/or the Tai Wai Station and shall be subject to the prior written approval of the Owner of the Government Accommodation or the Owner of the Tai Wai Station (as the case may be) if it directly affects the Government Accommodation or the Tai Wai Station (as the case may be) and GPA or the Owner of the Tai Wai Station (as the case may be) shall in its sole discretion determine whether or not the Government Accommodation or the Tai Wai Station (as the case may be) is directly affected. No such substitution, alteration, amendment, variation or addition shall give to the Owners or other person having an interest in the Estate or any part thereof any right of action against the First Owner or the Government Provided That the use and enjoyment of the Government Accommodation and/or the Tai Wai 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 the First Owner alone and the First Owner shall be empowered to give a good and valid receipt therefor; and

- (ii) subject to the approval by a resolution of the Owners of the Estate at a meeting of the Owners of the Estate convened under this Deed, to agree with the Government any substitution, alteration, amendment, variation or addition to the terms and conditions of the Government Grant, submissions and technical schedules contained or referred to in the Government Grant Provided that the exercise of such right shall not interfere with the rights of other Owners to hold, use, occupy and enjoy their Units and impede their access to their Units and where in the opinion of GPA or the Owner of the Tai Wai Station (as the case may be) such substitution, alteration, amendment, variation or addition directly affects the Government Accommodation or the Tai Wai Station (as the case may be) the prior written approval of the Owner of the Government Accommodation or the Owner of the Tai Wai Station (as the case may be) shall be obtained and Provided Further that such

substitution, alteration, amendment, variation or addition shall not be prejudicial to the rights of the Owner of the Government Accommodation or the Owner of the Tai Wai Station (as the case may be) in the use and enjoyment of and the access to or from the Government Accommodation or the Tai Wai Station (as the case may be) and must not result in the Owner of the Government Accommodation or the Owner of the Tai Wai Station (as the case may be) being liable for any premium payable for such substitution, alteration, amendment, variation or addition (save that the Owner of the Government Accommodation may agree to pay that portion of the premium payable for the variation to the extent that the variation, in the opinion of GPA, directly benefits the Government Accommodation but not otherwise). No such substitution, alteration, amendment, variation or addition shall give to the Owners or other person having an interest in the Estate or any part thereof any right of action against the First Owner or the Government. Any premia, payments, compensation and other money in relation to or incidental to such amendment, alteration, variation or addition or document shall be paid by and received by the First Owner alone (save that the Owner of the Government Accommodation may agree to pay that portion of the premium payable for the variation to the extent that the variation, in the opinion of GPA, directly benefits the Government Accommodation but not otherwise) and the First Owner shall be empowered to give a good and valid receipt therefor.

PROVIDED ALWAYS that in exercising any of its rights herein, the First Owner shall not in any way adversely affect the use and enjoyment of the Units by the Owners or impede the access of the Owners to their respective Units and the use and enjoyment of the Tai Wai Station or the Government Accommodation or any part(s) thereof shall not be adversely affected and the access to or from the Tai Wai Station or the Government Accommodation or any part(s) thereof shall not be impeded or restricted PROVIDED ALWAYS that any consideration received or receivable in the exercise of rights to which the First Owner is specifically entitled as an Owner under the provisions of this Clause 3 shall accrue to the First Owner and may be on such terms and conditions as the First Owner may deem appropriate. Any consideration received or receivable in the

exercise of rights to which the First Owner is not specifically entitled as an Owner under the provisions of this Clause 3 shall accrue to the Owners of the Estate and shall be credited to the relevant accounts of the Special Fund Provided Further that the First Owner shall not represent FSI, GPA or the Owner of the Tai Wai Station in any dealings with the Government directly affecting the Government Accommodation or the Tai Wai Station (as the case may be) and GPA or the Owner of the Tai Wai Station (as the case may be) shall in its sole discretion determine whether or not the Government Accommodation or the Tai Wai Station (as the case may be) is directly affected and Provided Further that the right (if any) to assign, surrender or dedicate any part of the Land shall exclude the Government Accommodation and the Tai Wai Station.

Rights of the public

4. (a) The members of the public shall throughout the term of the Government Grant have the right on foot or by wheelchairs or with all types of vehicles (if appropriate) (during the operational hours of the Tai Wai Station) for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through such part or parts of the Estate as shall be designated or re-designated by the Manager from time to time for the purpose of access to and from the Tai Wai Station in accordance with Special Condition No.(34) of the Government Grant.
- (b) The public shall throughout the term of the Government Grant have the right to use the 24-hour Walkway 24 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption in accordance with Special Condition No.(36)(e) of the Government Grant.
- (c) The public shall have the right at all times and during the existence of the Covered Footbridges and the Existing Footbridge Supports, Connections and Extensions for all lawful purposes freely and without payment of any nature whatsoever without any interruption to pass and repass on foot or by wheelchair or bicycle along, to, from, through, over, up and down the Covered Footbridges and the Existing Footbridge Supports, Connections and Extensions in accordance with Special Condition No.(35)(e)(iv) and (v) of the Government Grant.
- (d) The public shall throughout the term of the Government Grant have the right to use the Setting-back Area 24 hours a day for all lawful purposes free of charge and without any interruption in accordance with Special Condition No.(62)(d) of the Government Grant.
- (e) The public shall throughout the term of the Government Grant have the right to use the Bicycle Park 24 hours a day except for the period during which the Bicycle Park or any part or parts thereof shall have to be closed temporarily for the purpose of carrying out maintenance

works in accordance with Special Condition No.(20)(c) of the Government Grant.

- (f) The Cycle Track shall throughout the term of the Government Grant be kept open 24 hours a day free of charge for the passing or repassing of cyclists (whether riding on the cycles or not) without any interruption in accordance with Special Condition No.(21)(e) of the Government Grant.
- (g) The occupiers of the PSC and their bona fide guests visitors or invitees shall throughout the term of the Government Grant has the right to use the PSC Lay-Bys 24 hours a day free of charge without any interruption in accordance with Special Condition No.(49)(f) of the Government Grant.
- (h) The public shall throughout the term of the Government Grant has the right to use the Public Lay-By 24 hours a day free of charge without any interruption in accordance with Special Condition No.(50)(f) of the Government Grant.

Rights of the Government

- 5. There are reserved unto the Government, its officers, agents, contractors, workmen and other duly authorized personnel free of all costs and charges:
 - (a) all necessary rights of ingress, egress and regress to and from the Land for the purposes of erecting, installing, repairing and maintaining street lightings, traffic signs, traffic signals and other forms of equipment on the external part or parts of the Existing Footbridge and within the Land which in the opinion of the Director (whose opinion is final and binding) are considered necessary for regulating vehicular and pedestrian traffic;
 - (b) all necessary rights of ingress, egress and regress to and from the Land for the purposes of inspecting, checking, supervising, managing, keeping, repairing and maintaining the Existing Footbridge and carrying out site investigation and survey as necessary for its reconstruction and renovation; and
 - (c) the right to connect the Existing Footbridge to the Existing Footbridge Supports, Connections and Extensions.

THE THIRD SCHEDULE

RESTRICTIONS AND PROHIBITIONS

1. Subject to the rights reserved to the First Owner in Clause 3 of Part II of the Second Schedule to this Deed, the rights easements and privileges reserved to FSI as the Owner of the Government Accommodation in this Deed and the Government Grant, the rights granted to and reserved by the Owner of the Tai Wai Station set out in Clause 3 of Part I of the Second Schedule to this Deed and the rights granted to and reserved by KCRC as Owner of the Tai Wai Station under the Station Assignment and the rights granted to the Owner(s) of the Commercial Development under Clause 6 of Part I of the Second Schedule to this Deed, an Owner shall not (except in the case of sub-clauses (b) to (e), (o), (w), (ac) to (ag) and (ai) to (ak) with the prior written consent of the Manager which consent may be granted, withheld or granted subject to conditions at its absolute discretion),:-

**Not to make
alterations or
additions**

- (a) make or permit or suffer to be made any external or structural alteration in or addition whatsoever which will affect the structural integrity of the Development or which may exceed the loading constraints of the structures in the Development or which will interfere with or affect the rights of other Owners of any building or other structure erected on or in the Estate;
- (b) make or permit or suffer to be made any alterations to the existing design or external appearance of the facade or elevations of any building, or other structure erected on or in the Estate Provided That the Owner(s) of the Commercial Development may display, install, erect, affix or permit to be displayed, installed, erected or affixed any sign or advertisement to the external wall forming part of the Commercial Development owned by him (or them) in accordance with Clause 6(a) of Part I of the Second Schedule to this Deed;
- (c) erect or build or permit or suffer to be erected or built on any roof, flat roof or any part thereof of any building, carport or other structure erected on or in the Estate, or the Common Areas any structure whatsoever whether of a temporary or permanent nature;
- (d) install or erect or permit or suffer to be installed or erected any air-conditioning or ventilation unit or plant, or any radio or television aerial or satellite dish, or any sunshade or canopy or awning, or any other fixture whatsoever on or over any roof, flat roof or through or over any window or

through or on any external wall of the Estate (except, in the case of air-conditioning units, at the air-conditioner 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) 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 on the Land and the Development;
 - (g) damage or interfere with or permit or suffer to be damaged or interfered with the Common Services and Facilities;
 - (h) do or permit or suffer to be done anything whereby any insurance of the Land and the Development or any part thereof may be rendered void or voidable or whereby the premium for any such insurance may be liable to be increased and each Owner (save and except the Owner of the Government Accommodation) shall indemnify the other Owners against any increased or additional premium which by reason of his act or default may be required for effecting or keeping up such insurance and in the event of the Development or any part or parts thereof being damaged or destroyed by any of the Insured Risks at any time and the insurance money under any insurance against such Insured Risks effected thereon being wholly or partially irrecoverable by reason solely or in part of his act or default then and in every such case such Owner shall forthwith pay to the other Owners the whole or (as the case may require) a proportion of the cost of completely rebuilding or reinstating the same;
 - (i) do or permit or suffer to be done any act, deed, matter or thing whatsoever which amounts to a breach of any of the terms and conditions of the Government Grant;
 - (j) do or cause or permit or suffer to be done any act or thing which may be contrary to any relevant Ordinance, regulation or by-law;
 - (k) (i) use any Unit for any offensive trade as prescribed from time to time by Section 48 of the Public
- Not to damage Common Areas**
- Not to damage Common Services and Facilities**
- Not to vitiate insurance**
- Not to breach Government Grant**
- Not to breach Ordinance etc.**
- Offensive user**

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 Parking Space or the Visitors’ Parking Spaces other than for the parking of motor vehicle or motor cycle (as the case may be) belonging to 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 or for the provision of car cleaning and beauty services;
- (v) use or permit or suffer to be used any spaces for the parking of motor vehicles or motor cycles within the Commercial Development other than for the parking of motor vehicle or motor cycle (as the case may be) belonging to the occupiers of the Commercial Development or their 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 or for the provision of car cleaning and beauty services;
- (vi) use or permit or suffer to be used the space for the parking of motor vehicles provided pursuant to Special Condition No.(43)(c) of the Government Grant other than for the parking of motor vehicles belonging to the occupiers of the PSC and their 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 or for the provision of car cleaning and beauty services;

Balconies and Utility Platforms

- (l) (i) cause, permit, suffer or allow any Balcony or Utility Platform to be enclosed in whole or in part by any material of whatsoever kind or nature, or keep and maintain any Balcony or Utility Platform in such design and layout otherwise than as provided under the Approved Plans as at the date of this Deed;
- (ii) erect, affix or place or cause or permit or suffer or allow to be erected, affixed or placed any structure or partition of any material whether of a permanent or temporary nature or any fitting on any Balcony or Utility Platform or any part thereof;

Not to use for illegal or immoral purposes

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

Not to cause nuisance

- (n) do or cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to or endanger the other Owners and occupiers of the Land and the Development;

Not to alter external appearance

- (o) use or permit or suffer to be carried out on any portion of any Unit or any Balcony or Utility Platform or flat roof or roof held and enjoyed therewith or air-conditioner platforms (including any grilles attached thereto), any works in any way so as to affect or alter the external appearance of the buildings or remove or alter the balustrade or parapet of the Balcony, Utility Platform, flat roof or roof Provided That the Owner(s) of the Commercial Development may display, install, erect, affix or permit to be displayed, installed, erected or affixed any sign or advertisement to the external wall of the Commercial Development forming part of the Commercial Development owned by him (or them) in accordance with Clause 6(a) of Part I of the Second Schedule to this Deed;

Not to misuse lavatories

- (p) use or permit or suffer to be used any water closet or other water apparatus on or in the Land and the Development for any purpose other than that for which they are intended and not to throw or permit or suffer to be thrown into any W.C. pan, urinal, basin, sink or other lavatory fitting any foreign or deleterious substance of any kind and to pay the

Not to interfere with fire protection or security systems	(q) do or permit or suffer to be done any act or thing which will damage or interfere with or affect the operating of any fire protection or firefighting system, equipment or apparatus or any security system, equipment or apparatus or any part or parts thereof and each Owner shall keep the other Owners indemnified against all loss, damages, claims and demands sustained by them as a result of any act or thing done or permitted or suffered to be done by the Owner as aforesaid;
Not to contravene fire regulations	(r) erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances or any staircase or floor of the Units or in or on or at any of the exits therefrom any metal grille or shutter or gate that might in any way contravene the regulations from time to time in force of the Fire Services Department or other competent authority concerned, nor in any other respect to contravene the said regulations;
Not to lock roof exits	(s) lock the doors or entrances of the roofs of the Development forming part of the Common Areas;
Not to obstruct Common Areas	(t) 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 whomsoever (except for criminal liability, dishonesty or negligence on the part of the Manager) 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	(u) (subject to the rights of the Owner of the Government Accommodation) park in, obstruct or otherwise use or permit or suffer any servant, agent, visitor or licensee to park in, obstruct or otherwise use those areas of the Land and the Estate allocated to the parking, movement or access of vehicles or designated as lay-bys and loading and unloading areas otherwise than in accordance with the

Building Rules from time to time made pursuant to Section K of this Deed;

Pets

- (v) (i) bring on to or keep any dogs, cats, pets, livestock, live poultry, birds or other animals on any part of the Estate PROVIDED THAT subject to any applicable laws and regulations in force in Hong Kong from time to time and subject to and in accordance with the Building Rules, domestic animal or other pets may be kept in a Residential Unit unless the same has been the cause of reasonable written complaint by at least two (2) Owners or occupiers of any part of the Estate, the reasonableness of the complaint shall be determined by the Manager at its absolute discretion.
- (ii) in no event permit dogs in lifts or in any part of the Estate intended for common use unless they are:-
 - (1) carried or on leash and wearing mouth strap;
 - (2) wearing mouth strap;
 - (3) microchipped and vaccinated;
 - (4) licensed by the Agriculture, Fisheries and Conservation Department; and
 - (5) registered with the Manager.
- (iii) notwithstanding anything contained in paragraphs (i) and (ii) of this sub-clause, in no event permit dogs in the Common Areas (including without limitation, the Club House and lawns areas).

Not to partition

- (w) 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

- (x) (i) make any structural alteration to or demolish any structural parts which form part of the Common Areas;
- (ii) make any structural alteration to a Unit without the prior written consent of the Manager which shall not be unreasonably withheld subject to the Owner making an application supported by drawings and where appropriate a specification in duplicate and paying the reasonable approval fees of the Manager and their

professional advisers Provided Further That the prior approval of the relevant Government department shall also be obtained and no Owner shall make any structural alteration which will interfere with or affect the rights of other Owners;

(iii) where any fitting out works or alterations to a Unit (excluding the Government Accommodation) require any alteration to base buildings services, including, but not limited to, the sprinkler system, heating ventilation and air-conditioning system and plumbing and drainage, 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

(y) sub-divide or partition a Residential Unit or a Residential Parking Space;

Sub-Deed of Mutual Covenant

(z) enter into any Sub-Deed of Mutual Covenant in respect of any part of the Estate without the prior written approval of the Director;

Floor loading

(aa) 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

(ab) (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

(ac) produce or permit or suffer to be produced any music or noise (including sound produced by broadcasting or any apparatus or equipment capable of producing, reproducing, receiving or recording sound) or vibration or other acts or

things in or on the part of the Estate owned by him so as to cause a nuisance to other residents, owners or occupiers of the Estate;

Not to misuse lifts

- (ad) (i) use the designated passenger lifts in the Estate other than for transportation of persons and small light packages;
- (ii) 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

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

Not to exhibit signs

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

Installation of air-conditioning units

- (ag) affix or install onto the external walls or through the windows of any Residential Unit any air-conditioner or air-conditioning unit other than at the air-conditioner platform already provided or at such places designated for such purposes and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Land and/or the Estate;

Not to tamper with fire alarm

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

Not to install door grilles/alter door design

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

Installation of window grilles

- (aj) erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows of any Residential Unit any window grille which shall in any way contravene the regulations of the Fire Services Ordinance (Chapter 95 of the Laws of Hong Kong) or other competent authority concerned from

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

Not to erect radio or television aerial etc.

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

No installation of drainage etc. other than in specified spaces

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

Not to use premises for offensive purposes, etc.

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

Not to discard refuse etc.

- (an) throw out or discard or permit or suffer to be thrown out or discarded from any part of the buildings and/or the Estate owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal;

Not to store goods in Residential Units

- (ao) use or allow to be used any Residential Unit or any part thereof to be used for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier in contravention of or in breach of the Government Grant or the Occupation Permit;

- Supervision of children** (ap) allow children, save with the licence of the Manager, to play in the Common Areas particularly lifts and escalators which may cause damage or discolouration to the decorations of such areas or lifts or escalators and any damage or discolouration to the decorations in such areas or lifts or escalators caused by children shall be paid for by the Owner or occupier of the Residential Unit in which the child or children concerned reside;
- Not to use open spaces in Common Areas other than for permitted purposes** (aq) use the Open Space or other open spaces in the Common Areas for any purpose other than those permitted under the Government Grant or for other purposes as may be designated by the Manager with the approval of the Director;
- Not to advertise** (ar) use or permit or suffer to be used by any part of the Covered Footbridges and the Existing Footbridge Supports, Connections and Extensions either externally or internally for advertising or for display of any signs, notices or posters whatsoever unless otherwise approval or required by the Director;
- No grave and columbarium** (as) erect or make on the Land any grave or columbarium nor inter therein or deposit thereon any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise; and
- No hawker** (at) permit or suffer any hawker to carry on business within the Land and the Development. For the purpose of this sub-clause, "hawker" shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance (Chapter 132 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation.

Provided Always that the above obligations, prohibitions and restrictions shall not adversely affect or prejudice the rights easements and privileges of FSI, its lessees, tenants, licensees and persons authorized by it and the Owners or occupiers for the time being of the Government Accommodation or any part thereof under the Government Grant or other provisions in this Deed. The above obligations, prohibitions and restrictions are equally applicable to the tenants and/or licensees of the Residential Units and/or Residential Parking Spaces who occupy the Residential Units or Residential Parking Spaces and to the tenants and/or licensees and/or occupiers of the Commercial Development under lease or tenancy agreement or licence (whether such lease or tenancy agreement or licence is written or oral) with the Owners.

- Preservation of Trees** 2. No Owner shall remove or interfere with the trees growing on the Land or adjacent thereto without the prior written consent of the Director who

may in granting consent impose such conditions as to transplanting, compensatory landscaping or replanting as the Director may deem appropriate.

THE FOURTH SCHEDULE

SCHEDULE OF WORKS AND INSTALLATIONS

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) Slope and Retaining Structures;
- (e) plumbing system;
- (f) drainage system;
- (g) fire services installations and equipment;
- (h) electrical wiring system;
- (i) lift installations;
- (j) gas supply system;
- (k) window/glass wall/cladding installations;
- (l) central air-conditioning and ventilation system;
- (m) all external works at grade and/or above grade including all hard and soft landscaping features;
- (n) all internal finishes of Common Areas;
- (o) security systems and apparatus;
- (p) television and broadcasting system;
- (q) telecommunication system;
- (r) car park control system;
- (s) building maintenance units including gondola.

THE FIFTH SCHEDULE

RESIDENTIAL UNITS IN PHASE 1 AND PHASE 2 WITH BALCONY

Tower 2 (2A & 2B)		
Floor	Tower	Flat
8/F – 29/F & 31/F – 51/F (excluding 13/F, 14/F, 24/F, 34/F & 44/F) (38 Storeys)	2 (2A)	A, B, C, D, E
	2 (2B)	A, B, C, D
52/F (1 Storey)	2 (2A)	A, B, D, E
	2 (2B)	B, C, D

Tower 3 (3A & 3B)		
Floor	Tower	Flat
8/F – 29/F & 31/F – 50/F (excluding 13/F, 14/F, 24/F, 34/F & 44/F) (37 Storeys)	3 (3A)	A, B, C, D, E
	3 (3B)	A, B, C, D, E, F
51/F (1 Storey)	3 (3A)	A, C, D, E
	3 (3B)	A, C, E

Tower 5 (5A & 5B)		
Floor	Tower	Flat
8/F – 16/F, 18/F – 39/F & 41/F – 61/F (excluding 13/F, 14/F, 24/F, 34/F, 44/F & 54/F) (46 Storeys)	5 (5A)	A, B, C, D, E
	5 (5B)	A, B, C, D
62/F (1 Storey)	5 (5A)	A, C, D, E
	5 (5B)	A, C, D

Tower 6 (6A & 6B)		
Floor	Tower	Flat
7/F (1 Storey)	6 (6B)	D
8/F – 16/F & 18/F – 39/F (excluding 13/F, 14/F, 24/F & 34/F) (27 Storeys)	6 (6A)	A, B, C, D, E
	6 (6B)	A, C, D, E, F
41/F – 61/F (excluding 44/F & 54/F) (19 Storeys)	6 (6A)	A, B, C, D, E
	6 (6B)	A, C, E, F
62/F (1 Storey)	6 (6A)	A, C, D, E
	6 (6B)	A, C, E, F

Tower 7 (7A & 7B)		
Floor	Tower	Flat
7/F (1 Storey)	7 (7A)	E
8/F – 16/F, 18/F – 39/F & 41/F – 61/F (excluding 13/F, 14/F, 24/F, 34/F, 44/F & 54/F) (46 Storeys)	7 (7A)	A, B, C, D, E, F
	7 (7B)	A, B, C, D, E
62/F (1 Storey)	7 (7A)	A, C, D, E, F
	7 (7B)	A, B, C, D

RESIDENTIAL UNITS IN PHASE 1 AND PHASE 2 WITH UTILITY PLATFORM

Tower 2 (2A & 2B)		
Floor	Tower	Flat
7/F (1 Storey)	2 (2A)	A
8/F – 29/F & 31/F – 51/F (excluding 13/F, 14/F, 24/F, 34/F & 44/F) (38 Storeys)	2 (2A)	A, B, C
	2 (2B)	A, B, C, D
52/F (1 Storey)	2 (2A)	A, B
	2 (2B)	B, C, D

Tower 3 (3A & 3B)		
Floor	Tower	Flat
7/F (1 Storey)	3 (3B)	C, E
8/F – 29/F & 31/F – 50/F (excluding 13/F, 14/F, 24/F, 34/F & 44/F) (37 Storeys)	3 (3A)	A, B, C
	3 (3B)	A, B, C, E
51/F (1 Storey)	3 (3A)	A, C
	3 (3B)	A, C, E

Tower 5 (5A & 5B)		
Floor	Tower	Flat
7/F (1 Storey)	5 (5B)	B
8/F – 16/F, 18/F – 39/F & 41/F – 61/F (excluding 13/F, 14/F, 24/F, 34/F, 44/F & 54/F) (46 Storeys)	5 (5A)	A, B, C, D, E
	5 (5B)	A, B, C, D

62/F (1 Storey)	5 (5A)	A, C, D, E
	5 (5B)	A, C, D

Tower 6 (6A & 6B)		
Floor	Tower	Flat
7/F (1 Storey)	6 (6A)	A
	6 (6B)	A
8/F – 16/F & 18/F – 39/F (excluding 13/F, 14/F, 24/F & 34/F) (27 Storeys)	6 (6A)	A, B, C, D, E
	6 (6B)	A, C, F
41/F – 61/F (excluding 44/F & 54/F) (19 Storeys)	6 (6A)	A, B, C, D, E
	6 (6B)	A, C, F
62/F (1 Storey)	6 (6A)	A, C, D, E
	6 (6B)	A, C, F

Tower 7 (7A & 7B)		
Floor	Tower	Flat
7/F (1 Storey)	7 (7A)	A
8/F – 16/F, 18/F – 39/F & 41/F – 61/F (excluding 13/F, 14/F, 24/F, 34/F, 44/F & 54/F) (46 Storeys)	7 (7A)	A, B, C
	7 (7B)	A, B, D, E
62/F (1 Storey)	7 (7A)	A, C
	7 (7B)	A, B, D

THE SIXTH SCHEDULE

**RESIDENTIAL UNITS IN PHASE 1 AND PHASE 2 WITH NOISE MITIGATION MEASURES
SERVING OR BELONGING TO PARTICULAR RESIDENTIAL UNITS EXCLUSIVELY**

1. Acoustic balconies (baffle type) are installed in the following Units for noise mitigation:

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>
Tower 2 (2A)	9/F-11/F	B
Tower 2 (2B)	8/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F	A
Tower 2 (2B)	8/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-41/F	B
Tower 3 (3A)	8/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-39/F	A
Tower 3 (3A)	8/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-37/F	B
Tower 3 (3B)	8/F-12/F, 15/F-23/F, 25/F-29/F, 31/F	A
Tower 5 (5A)	11/F-12/F, 15/F-16/F	A
Tower 5 (5A)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-47/F	B
Tower 5 (5B)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-47/F	A
Tower 5 (5B)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F	B
Tower 6 (6A)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F	A
Tower 6 (6A)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F	B
Tower 6 (6B)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-38/F	A
Tower 7 (7A)	9/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-29/F	A
Tower 7 (7A)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F	B
Tower 7 (7B)	9/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F	A
Tower 7 (7B)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F	B

2. Balconies with acoustic ceiling are installed in the following Units for noise mitigation:

Tower 3 (3B)	8/F-12/F, 15/F-23/F, 25/F-29/F	B
Tower 5 (5A)	9/F-12/F, 15/F-16/F, 18/F-22/F	C
Tower 7 (7B)	9/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F	C

3. Acoustic utility platforms (baffle type) are installed in the following Units for noise mitigation:

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>
Tower 2 (2B)	8/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-32/F	A
Tower 2 (2B)	8/F-12/F, 15/F-23/F, 25/F-28/F	B
Tower 3 (3A)	8/F-12/F, 15/F-23/F	A
Tower 3 (3A)	8/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F	B
Tower 3 (3B)	9/F-10/F	A
Tower 3 (3B)	8/F-12/F, 15/F-23/F, 25/F	B
Tower 5 (5A)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-37/F	B
Tower 5 (5B)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-32/F	A
Tower 6 (6A)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F	B
Tower 7 (7A)	9/F-12/F, 15/F-16/F, 18/F-20/F	B
Tower 7 (7B)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-61/F	A
Tower 7 (7B)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-31/F	B

4. Acoustic windows (baffle type) are installed in the following Units for noise mitigation:

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>
Tower 2 (2A)	8/F-12/F, 15/F-23/F, 25/F-28/F	A
Tower 2 (2A)	8/F-12/F, 15/F	B
Tower 2 (2B)	8/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-43/F, 45/F-49/F	A
Tower 2 (2B)	8/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-43/F, 45/F-51/F	B
Tower 3 (3A)	8/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-43/F, 45/F-51/F	A
Tower 3 (3A)	8/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-43/F, 45/F-50/F	B
Tower 3 (3B)	8/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-36/F	A
Tower 3 (3B)	8/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-38/F	B
Tower 3 (3B)	8/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-39/F	C
Tower 5 (5A)	9/F-12/F, 15/F-18/F	A
Tower 5 (5A)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-55/F, 62/F	B
Tower 5 (5A)	11/F-12/F, 15/F-16/F, 18/F-20/F	C
Tower 5 (5B)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F	A

Tower 5 (5B)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-56/F	B
Tower 6 (6A)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-42/F	A
Tower 6 (6A)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F	B
Tower 6 (6B)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F	A
Tower 7 (7A)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F	A
Tower 7 (7A)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-47/F	B
Tower 7 (7B)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-62/F	A
Tower 7 (7B)	8/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-46/F	B
Tower 7 (7B)	9/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F	C

5. Acoustic windows (baffle type) with typical balcony is installed in the following Units for noise mitigation:

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>
Tower 3 (3A)	51/F	A

6. Fixed glazing (with or without maintenance windows) are installed in the following location of Units for noise mitigation:

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>Room</u>
Tower 2 (2A)	7/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-43/F, 45/F-51/F	A	LIV., B.R.1 and B.R.2
Tower 2 (2A)	7/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-43/F, 45/F-51/F	B	LIV., M.B.R, B.R.1 and B.R.2
Tower 2 (2A)	52/F	B	M.B.R, B.R.1, B.R.2 and B.R.3
Tower 2 (2B)	7/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-43/F, 45/F-51/F	A	LIV., M.B.R, B.R.1 and B.R.2
Tower 2 (2B)	7/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-43/F, 45/F-51/F	B	LIV., M.B.R, B.R.1 and B.R.2

Tower 3 (3A)	7/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-43/F, 45/F-50/F	A	LIV., M.B.R, B.R.1 and B.R.2
Tower 3 (3A)	51/F	A	M.B.R, B.R.1, B.R.2 and B.R.3
Tower 3 (3A)	7/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-43/F, 45/F-50/F	B	LIV., M.B.R, B.R.1 and B.R.2
Tower 3 (3B)	7/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-43/F, 45/F-50/F	A	LIV., M.B.R and B.R.1
Tower 3 (3B)	7/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-43/F, 45/F-50/F	B	LIV., M.B.R and B.R.1
Tower 3 (3B)	7/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-43/F, 45/F-50/F	C	M.B.R
Tower 5 (5A)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-61/F	A	LIV., M.B.R, B.R.1 and B.R.2
Tower 5 (5A)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-61/F	B	LIV., M.B.R and B.R.1
Tower 5 (5A)	62/F	B	B.R.1
Tower 5 (5A)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-61/F	C	LIV., M.B.R and B.R.1
Tower 5 (5B)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-61/F	A	LIV., M.B.R, B.R.1 and B.R.2
Tower 5 (5B)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-61/F	B	LIV., M.B.R, B.R.1 and B.R.2
Tower 6 (6A)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F	A	LIV., M.B.R, B.R.1 and B.R.2
Tower 6 (6A)	42/F	A	M.B.R, B.R.1 and B.R.2
Tower 6 (6A)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F	B	LIV., M.B.R and B.R.1
Tower 6 (6B)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F	A	LIV., M.B.R, B.R.1 and B.R.2
Tower 7 (7A)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-61/F	A	LIV., M.B.R, B.R.1 and B.R.2
Tower 7 (7A)	62/F	A	M.B.R, B.R.1, B.R.2, B.R.3
Tower 7 (7A)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-61/F	B	LIV., M.B.R, B.R.1 and B.R.2

Tower 7 (7B)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-61/F	A	LIV., M.B.R, B.R.1 and B.R.2
Tower 7 (7B)	62/F	A	M.B.R, B.R.1 and B.R.2
Tower 7 (7B)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-61/F	B	LIV., M.B.R and B.R.1
Tower 7 (7B)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-62/F	C	LIV. and M.B.R

7. Maintenance windows for air-conditioner platform are installed in the following location of Units for noise mitigation:

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>Room</u>
Tower 2 (2A)	7/F-12/F, 15/F-23/F, 25/F-29/F, 31/F-33/F, 35/F-43/F, 45/F-51/F	A	B.R.2
Tower 5 (5A)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-62/F	B	M.B.R.
Tower 7 (7B)	7/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F, 35/F-39/F, 41/F-43/F, 45/F-53/F, 55/F-62/F	C	M.B.R

8. Solid parapets are erected at transfer plate at the flat roof of the following Units for noise mitigation:

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>
Tower 2 (2A)	7/F	A, B, C, D, E
Tower 2 (2B)	7/F	A, B, C, D
Tower 3 (3A)	7/F	A, B, C, D, E
Tower 3 (3B)	7/F	A, B, C, D, E, F
Tower 5 (5A)	7/F	A, B, C, D, E
Tower 5 (5B)	7/F	A, B, C, D
Tower 6 (6A)	7/F	A, B, C, D, E
Tower 6 (6B)	7/F	A, C, E, F
Tower 7 (7A)	7/F	A, B, C, D, F
Tower 7 (7B)	7/F	A, B, C, D, E

Notes :

1. LIV. refers to Living Room;
2. M.B.R. refers to Master Bedroom;
3. B.R.1 refers to Bedroom 1;
4. B.R.2 refers to Bedroom 2; and
5. B.R.3 refers to Bedroom 3.

SIGNED SEALED AND DELIVERED by)
)
as the lawful attorney of MTR CORPORATION)
LIMITED 香港鐵路有限公司 in its capacity as)
)
registered owner of the Land and the)
Development (other than the Tai Wai Station and)
the First Assigned Premises) whose signature(s))
is/are verified by/in the presence of :

The Seal of Kowloon-Canton Railway)
Corporation 九廣鐵路公司 in its capacity as the)
Owner of the Tai Wai Station is hereto affixed by)
the authority of its Managing Board and Signed)
by)
)
)
)
)
whose signature(s) is/are verified by/in the)
presence of :

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

INTERPRETED to the Purchaser by :-

SIGNED SEALED and **DELIVERED** by)
)
)
duly authorised attorney(s) for and on behalf of)
 [] in its)
capacity as the Manager whose signature(s))
is/are verified by/in the presence of :)