[DRAFT: V9 30 SEPTEMBER 2026]

Dated the day of 20[ ]

BEST POWER (ASIA) LIMITED and
JUMBO POWER ENTERPRISES LIMITED

AND

[name of First Assignee]

AND

[name of DMC Manager]

[α][AND

BANK OF CHINA (HONG KONG) LIMITED]

PRINCIPAL DEED OF MUTUAL COVENANT INCORPORATING A MANAGEMENT AGREEMENT

of

[name and address of the Development]

erected on

THE REMAINING PORTION OF NEW KOWLOON INLAND LOT NO. 6458

REGISTERED in the Land Registry by Memorial No.
on

Grandall Zimmern Law Firm
14/F, The Hong Kong Club Building,
3A Chater Road,
Central,
Hong Kong.
WSM/231130

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THIS DEED is made the day of Two thousand and
BETWEEN

(1) BEST POWER (ASIA) LIMITED (盛佳(亞洲)有限公司) whose registered office is situate at 23rd Floor, Pioneer Centre, 750 Nathan Road, Kowloon, Hong Kong and JUMBO POWER ENTERPRISES LIMITED (頌威企業有限公司) whose registered office is situate at 23rd Floor, Pioneer Centre, 750 Nathan Road, Kowloon, Hong Kong (hereinafter collectively called the "**First Owner**") of the first part; and

(2) [***] [of][whose registered office is situate at [***]] (hereinafter called the "**First Assignee**") of the second part; and

(3) [***] whose registered office is situate at [***] (hereinafter called the "**DMC Manager**") of the third part[.][α][; and

α[(4) BANK OF CHINA (HONG KONG) LIMITED (中國銀行(香港)有限公司) whose registered office is situate at 14th Floor, Bank of China Tower, No.1 Garden Road, Central, Hong Kong, in its capacity as security trustee for the Secured Parties (as referred to in the Mortgage defined below) (hereinafter called the "**Mortgagee**") of the fourth part.]

W H E R E A S :-

(1) Immediately prior to the First Assignment to the First Assignee hereinafter referred to, the First Owner is the registered owner and is in possession of the Land subject to the terms and conditions set out in the Government Grant α[and the Mortgage].

(2) The Development is a phased development in the Land. As at the date hereof, Phase 1 has been completed, and the Subsequent Phases are under construction and/or pending issuance of consent to assign or (as the case may be) certificate of compliance or execution of the relevant Subsequent Phase Sub-Deed. The Development consists of, inter alia: (i) a podium structure from Basement 4 Floor to the Seventh Floor containing different parts of the Non-Industrial Portion (including the Public LGV Carpark therein), different parking spaces and Recreational Areas and Facilities; and (ii) thereabove five residential towers containing the Residential Units.

(3) For the purposes of sale and defining individual ownership, the Land and the Development have been notionally divided into such number of Undivided Shares allocated in such manner as provided in Schedule 1.

(4) [By a [partial] [release][reassignment] of the same date as this Deed or before the date hereof, the First Assignee's Unit was [released from the Mortgage][reassigned by the Mortgagee to the First Owner].]α By an assignment bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part (the "**First Assignment**") and for the consideration therein expressed, the First Owner assigned the First Assignee's Unit unto the First Assignee subject to and with the benefit of the Government Grant and this Deed.

(5) The parties hereto have agreed to enter into this Deed for the purposes of making provisions for the management, maintenance, repair, renovation, improvement, insurance and service, etc of the Land and the Development and the Common Areas and Facilities, the apportionment of the expenses of the same to be borne by the Owners and defining and regulating the rights, interests and obligations of the Owners in respect thereof.

(6) The Director of Lands has approved the terms of this Deed in accordance with the provisions of Government Grant.

NOW THIS DEED WITNESSETH as follows :-

CLAUSE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed the expressions as defined in Part A of Schedule 12 apply unless the context otherwise requires.

1.2 Interpretation

The provisions in Part B of Schedule 12 shall apply in construing and interpreting any provision of this Deed unless the context otherwise requires.

CLAUSE 2
RIGHTS AND OBLIGATIONS OF OWNERS

2.1 The First Owner

The First Owner shall at all times hereafter, subject to and with the benefit of the Government Grant and this Deed, have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Assignee the whole of the Land and the Development together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the First Assignee's Unit and the Common Areas and Facilities and SUBJECT TO the rights and privileges granted to the First Assignee by the First Assignment and SUBJECT TO the provisions of this Deed [#][and subject to the Mortgage (to the extent the same continues to subsist)].

2.2 The First Assignee

The First Assignee shall at all times hereafter, subject to and with the benefit of the Government Grant and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the First Assignee's Unit together with the appurtenances thereto and the entire rents and profits thereof.

2.3 Rights and obligations

Each Owner shall hold his Undivided Share(s) and the sole and exclusive right and privilege to hold, use, occupy and enjoy the part of the Development concerned subject to and with the benefit of this Deed and the rights contained in Schedule 2.

2.4 Owners' covenants

Without prejudice to the Additional Rights, each Owner for the time being shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in Schedule 4 and contained in the Government Grant.

2.5 Right of Owners to assign without reference to other Owners

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

2.5.2 Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Deed.

2.6 Right of Owners to occupy not to be dealt with separately from Undivided Shares

The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held PROVIDED ALWAYS that the provisions of this Clause, subject to the Government Grant, do not extend to any lease, tenancy or licence.

CLAUSE 3
ADDITIONAL RIGHTS

3.1 Additional rights

Each such Owner (a "**Specified Owner**" for the purpose of this Clause 3) as set out in Part B of Schedule 3 shall have such rights as set out therein (each an "**Additional Right**") for that Owner.

3.2 Power of attorney for additional rights

The Owners hereby jointly and severally and irrevocably APPOINT each Specified Owner (and where the Specified Owner comprises more than one person, each such person (such appointment shall be joint and several so that each of such persons may act singly or jointly with the other(s))) to be their agent and attorney and grant to each Specified Owner (and where the Specified Owner comprises more than one person, each such persons), with full power of delegation, the full right power, and authority acting singly 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 reasonably required for or incidental to the exercise of the Additional Rights granted to that Specified Owner and the Owners hereby further jointly and severally 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 abovementioned grant and to covenant in the assignments of the relevant Undivided Shares to the Owners and the subsequent assignments thereof to acknowledge the Additional Rights of that Specified Owner and to appoint that Specified Owner as their attorney as aforesaid.

3.3 Covenants in assignment

An Owner (other than the First Owner) shall include the covenants as set out in Part A of Schedule 3 in the assignment of his Undivided Shares.

CLAUSE 4
MANAGER

4.1 Appointment of the DMC Manager as the Manager

The parties hereto have agreed with the DMC Manager to hereby appoint the DMC Manager as the Manager to undertake the management, operation, servicing, maintenance, repair, renovation, improvement, replacement, security and insurance of the Land and the Development and the Common Areas and Facilities (all or any of which activities where not inapplicable herein is/are included under the word "**management**") for, subject to the Ordinance, an initial term of 2 years from the date of appointment under this Deed (i.e. the date of this Deed) and such appointment shall continue until terminated under this Deed.

4.2 Termination of the appointment of the Manager by its resignation

4.2.1 The appointment may be terminated by the resignation of the Manager.

4.2.2 No resignation of the Manager shall take effect unless he has previously given not less than 3 months' notice in writing of his intention to resign—

(a) by sending such a notice to the Owners' Committee; or

(b) 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 Development.

4.2.3 The notice referred to in Clause 4.2.2(b) may be given—

(a) by delivering it personally to the Owner; or

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

(c) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.

4.3 Termination of the appointment of the Manager by Owners' Committee

Prior to the formation of the Owners' Corporation, the Owners' Committee may at any time terminate the Manager's appointment without compensation by a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) and by giving the Manager 3 months' notice in writing.

4.4 Termination of the appointment of the Manager by Owners' Corporation

4.4.1 Subject to Clause 4.4.4, at a general meeting convened for the purpose, the Owners' Corporation may, by a resolution—

(a) passed by a majority of the votes of the Owners voting either personally or by proxy; and

(b) supported by the Owners of not less than 50% of the Undivided Shares in aggregate,

terminate by notice the DMC Manager's appointment without compensation.

4.4.2 A resolution under Clause 4.4.1 shall have effect only if—

(a) the notice of termination of appointment is in writing;

(b) 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 DMC Manager for the payment to him of a sum equal to the amount of remuneration which would have accrued to him during that period;

(c) the notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and

(d) the notice and the copy of the resolution is given to the DMC Manager within 14 days after the date of the meeting.

4.4.3 The notice and the copy of the resolution referred to in Clause 4.4.2(d) may be given—

(a) by delivering them personally to the DMC Manager; or

(b) by sending them by post to the DMC Manager at his last known address.

4.4.4 For the purposes of Clause 4.4.1—

(a) only the Owners of Undivided Shares who pay or who are liable to pay the management expenses relating to those Undivided Shares shall be entitled to vote;

(b) the reference in Clause 4.4.1(b) to the Owners of not less than 50% of the Undivided Shares in aggregate shall be construed as a reference to the Owners of not less than 50% of the Undivided Shares in aggregate who are entitled to vote.

4.4.5 If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, Clause 4.4.1, Clause 4.4.2, Clause 4.4.3 and Clause 4.4.4 apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.

4.4.6 Clause 4.4.5 operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than the DMC Manager to terminate the appointment of the Manager.

4.4.7 If a notice to terminate a Manager's appointment is given under this Clause 4.4—

(a) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and

(b) if no such appointment is approved under Clause 4.4.7(a) 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.

4.4.8 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 Development, and the Owners' Corporation has appointed a Manager under Clause 4.4.7(b), 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 that Clause that may otherwise render that person liable for a breach of that undertaking or agreement.

4.4.9 This Clause 4.4 is subject to any notice relating to the Development that may be published by the Authority (as defined in the Ordinance) under section 34E(4) of the Ordinance but does not apply to any single manager referred to in that section.

4.5 Consequences and obligations after Manager's appointment ends

4.5.1 In the event that the Manager shall be wound up or a receiving order shall be made against it, or upon termination of the Manager's appointment in whatever manner, the Owners' Committee (if any) shall immediately itself undertake the management of the Land and the Development or at its option appoint another estate management company or agent in its stead to carry out the management of the Land and the Development in accordance with the provisions of this Deed and on appointment thereof the Owners' Committee shall on behalf of the Owners enter into a management agreement with such estate management company or agent defining its rights duties and obligations.

4.5.2 Subject to Clause 4.5.3, if the Manager's appointment ends for any reason, he shall, as soon as practicable after his appointment ends, and in any event within 14 days of the date his appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in his place any movable property in respect of the control, management and administration of the Land and the Development that is under his control or in his custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.

4.5.3 If the Manager's appointment ends for any reason, he shall within 2 months of the date his appointment ends—

(a) prepare—

(i) an income and expenditure account for the period beginning with the commencement of the Financial Year in which his appointment ends and ending on the date his appointment ended; and

(ii) a balance sheet as at the date his appointment ended,

and shall arrange for that account and balance sheet to be audited by 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

(b) deliver to the Owners' Committee (if any) or the Manager appointed in his place any books or records of accounts, papers, documents and other records which are required for the purposes of Clause 4.5.3(a) and have not been delivered under Clause 4.5.2.

4.5.4 Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that subject to the provisions of the Ordinance, at no time shall the Land and the Development be without a responsible duly appointed Manager to manage the Land and the Development and the Common Areas and Facilities therein or any part or parts thereof from the date of this Deed.

4.6 Remuneration of the Manager

4.6.1 The annual remuneration of the Manager for the performance of its duties hereunder shall be such percentage as set out in Part B of Schedule 5 of the total annual management expenses.

4.6.2 No variation of the percentage in Clause 4.6.1 may be made except with approval by a resolution of Owners at an Owners' meeting convened under this Deed.

4.6.3 For the purpose of calculating the Manager's remuneration, the total expenses, costs and charges necessarily and reasonably incurred in the management of the Development or any portion of it must exclude (a) the Manager's remuneration itself and (b) any capital expenditure or expenditure drawn out of the Special Fund PROVIDED THAT by a resolution of Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's remuneration at the rate applicable under Clause 4.6.1 or Clause 4.6.2 or at any lower rate as considered appropriate by the Owners.

4.6.4 The Manager's remuneration shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses and fees for any staff, facilities, legal, professional, accounting and administration services and all disbursements and out of pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs, expenses, fees and disbursements shall be a direct charge on the management funds.

4.6.5 Payment of the Manager's annual remuneration hereunder shall be in advance by equal calendar monthly installments each such payment to be in the Monthly Fraction of the annual remuneration of the Manager as determined aforesaid payable by the Owners according to the annual budget

or revised budget for the Financial Year in question to be prepared in accordance with this Deed. Any adjustment payment or deduction that needs to be made to bring the amount paid to the Manager by way of remuneration for the Financial Year in question to the correct amount for that Financial Year shall be made as soon as practicable after that Financial Year.

4.7 Manager's duties and powers

4.7.1 The Manager shall manage the Development and the Land in a proper manner in accordance with this Deed and the Government Grant. Except as otherwise provided in this Deed, the Manager shall, in addition to the other powers expressly provided in this Deed, have the powers to do anything else which it considers is necessary or expedient for the proper management of the Land, including those powers as set forth in Schedule 6 in particular but without in any way limiting the generality of the foregoing.

4.7.2 The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance, by any Owner and any person occupying any part of the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed binding on such Owner and of the House Rules and the fittings out rules (if any) made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 8.4.2 shall apply to all such proceedings.

4.7.3 The Manager (unless otherwise directed by the Owners' Corporation) shall be responsible for taking out and updating insurance to the full new reinstatement value in respect of loss or damage by fire and other risks in respect of the Insurance Applicable Areas and also for insurance covering public liability, occupier's liability and employer's liability.

4.8 Manager to represent Owners

4.8.1 Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Development for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorized under this Deed.

4.8.2 All acts and decision of the Manager reasonably arrived at in accordance with the provisions of this Deed shall be binding in all respects on all the Owners.

4.9 Management and control of the Common Areas and Facilities

The Common Areas and Facilities shall be under the exclusive management and control of the Manager.

4.10 Communication among Owners

The Manager must, on the channels of communication among Owners on any business relating to the management of the Development:

4.10.1 if there is an Owners' Corporation—consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation convened under Schedule 3 of the Ordinance and adopt the approach decided by the Owners' Corporation; or

4.10.2 if there is no Owners' Corporation—consult (either generally or in any particular case) the Owners' Committee at a meeting of Owners convened under this Deed and adopt the approach decided by the Owners' Committee.

4.11 Procurement of services, etc. by Manager

4.11.1 Except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed, the Manager shall not carry out any improvements to facilities or services which involve expenditure in excess of 10% of the current annual management budget.

4.11.2 Schedule 10 shall apply in relation to procurement of supplies, goods or services.

4.11.3 Contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions:

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

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

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

4.12 Discontinue management services

The Manager may discontinue providing management services to Owners who fail to pay fees or to comply with any other provisions under this Deed PROVIDED ALWAYS THAT nothing in this Deed shall empower the Manager to interrupt the supply of electricity, water, gas, telecommunications or other utility services to any Unit or preventing access to the Unit by reason of the Owner of that Unit failing to pay any fees or to comply with any other provisions under this Deed.

4.13 Employment of agents, etc.

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

4.14 Manager's consent

Where the Manager's consent is required under this Deed, it shall not be unreasonably withheld and the Manager shall not charge any fee other than a reasonable administrative fee for issuing the consent. The fee shall be credited to the Special Fund.

4.15 Exclusions and indemnities

The Manager, its employees, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance of the provisions of this Deed not being an act or omission involving criminal liability, dishonesty or negligence and no Owner shall be required to indemnify the Manager, its employees, agents or contractors from and against any action, claim etc. arising out of any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, agents or contractors. Without in any way limiting the generality of the foregoing, the Manager, its employees, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of:

4.15.1 any defect in or failure or breakdown of any of the Common Areas and Facilities, or

4.15.2 any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development, or

4.15.3 fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Development, or

4.15.4 the activity of termites, cockroaches, rats, mice or other pests or vermin, or

4.15.5 theft, burglary or robbery within the Development;

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

CLAUSE 5
MANAGEMENT EXPENSES

5.1 Management expenses

Management expenses shall be the expenses, costs and charges (including (without limitation) the items set forth in Part C of Schedule 5) necessarily and reasonably incurred in the management of the Development and the Land under this Deed.

5.2 Determination of total amount of management expenses

5.2.1 Subject to Clause 5.2.3, Clause 5.2.5, Clause 5.2.6 and Clause 5.2.10, the total amount of management expenses payable by the Owners during any

period of 12 months adopted by the Manager as the Financial Year in respect of the management of the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with Clause 5.2.2.

5.2.2 In respect of each Financial Year, the Manager shall :-

(a) prepare a draft budget setting out the proposed expenditure during the Financial Year;

(b) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days;

(c) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of 14 days from the date the draft budget was sent or first displayed;

(d) after the end of that period, prepare a budget specifying the total proposed expenditure during the Financial Year;

(e) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.

5.2.3 Where, in respect of a Financial Year, the Manager has not complied with Clause 5.2.2 before the start of that Financial Year, the total amount of the management expenses for that year shall :-

(a) until he has so complied, be deemed to be the same as the total amount of management expenses (if any) for the previous Financial Year;

(b) when he has so complied, be the total proposed expenditure specified in the budget for that Financial Year, and the amount that the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.

5.2.4 Where a budget has been sent or displayed in accordance with Clause 5.2.2(e) and the Manager wishes to revise it, it shall follow the same procedures in respect of the revised budget as apply to the draft budget and budget by virtue of Clause 5.2.2.

5.2.5 Where a revised budget is sent or displayed in accordance with Clause 5.2.4, the total amount of the management expenses for that Financial Year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.

5.2.6 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 Clause 5.2.2 or Clause 5.2.4, the Owners'

Corporation decides, by a corporation resolution, to reject the budget or revised budget, as the case may be, the total amount of management expenses for the Financial Year shall, until another budget or revised budget is sent or displayed in accordance with Clause 5.2.2 or Clause 5.2.4 and is not so rejected under this Clause 5.2.6, be deemed to be the same as the total amount of management expenses (if any) for the previous Financial Year, together with an amount not exceeding 10% of that total amount as the Manager may determine.

5.2.7 Subject to Clause 5.2.9, if an Owner requests in writing the Manager to supply the Owner with a copy of any draft budget, budget or revised budget, the Manager must supply the Owner with the copy within 28 days after the date on which the request is made.

5.2.8 The Manager:

(a) may impose a reasonable copying charge for supplying the Owner with the copy in hard copy form; and

(b) must not impose any charge for supplying the Owner with the copy in electronic form.

5.2.9 If:

(a) the request mentioned in Clause 5.2.7 is a request for a copy in hard copy form; and

(b) the Manager imposes under Clause 5.2.8(a) a copying charge for supplying the Owner with the copy,

the Manager is not required to comply with the request unless the Owner pays the charge.

5.2.10 For the purposes of this Clause 5.2, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the remuneration of the Manager.

5.2.11 The budget in respect of a Financial Year shall be prepared by the Manager for the Land and the Development as a whole subject to the following:

(a) before a Subsequent Phase becomes a Completed Phase, proposed expenditure in respect of that Subsequent Phase shall not be included in the budget; and

(b) after a Subsequent Phase becomes a Completed Phase, proposed expenditure in respect of that Subsequent Phase shall be included in the budget, and the Manager shall revise the budget as soon as practicable accordingly.

5.3 Further provisions on budget

5.3.1 The first annual budget, which is for the first Financial Year, shall be prepared by the Manager. All the annual budgets save and except for the first annual budget shall be prepared by the Manager in consultation with the

Owners' Committee (if formed) prior to the commencement of the ensuing year.

5.3.2 All the annual budgets (for the avoidance of doubt, including the first annual budget) shall cover all management expenses as referred to in Clause 5.1 PROVIDED THAT:

(a) Non-recurrent Expenditure relating to the Development or the Common Areas and Facilities shall be payable out of the Special Fund; and

(b) notwithstanding anything contained in this Deed and without prejudice to other powers of the Manager hereunder, if the Manager is of the reasonable opinion (whose decision shall be conclusive save for manifest error) that an item of management expenses is attributable to any particular part or parts of the Development and that the Owners of the Units in other parts of the Development do not or would not receive any material benefit from such expenditure, the Manager may, acting reasonably, determine (whose decision shall be conclusive save for manifest error) that:

(i) the same shall be paid by the Owner or Owners of the part or parts of the Development for which such expenditure has or will be incurred to the exclusion of all other Owners; and

(ii) the contribution to be borne and paid by such Owners in proportion to the number of the Management Shares allocated to the Units owned by them, if the item of management expenses is to be borne by more than one Owner.

5.3.3 The Manager shall prepare and keep separate and independent budgets and management accounts as set forth in Part D of Schedule 5 and for the avoidance of doubt, any surplus or deficit in one account shall not be taken into account in any other account.

5.4 Owners' liability for management expenses

5.4.1 Management expenses and payments to be made by each Owner under this Deed shall normally be made in advance on the first day of each calendar month but this shall not interfere with the Manager's discretion to call for any particular payment or management expenses to be made on any other day or days it may deem necessary or desirable. The amount of the monthly expenditure or other contributions payable by each Owner (the "**Monthly Management Fees**") shall be specified and demanded by the Manager from time to time by notice in writing, which said amount shall be ascertained by the Manager in accordance with the following:-

(a) Part E of Schedule 5; and

(b) Clause 5.2.1, Clause 5.3.2(b) and Clause 5.4.2.

Management expenditure shall only cover the Completed Phases and the Monthly Management Fees shall be calculated accordingly and paid only by the Owners of the Completed Phases. For the avoidance of doubt, no Owner

in Phase 1 shall be liable to bear any management expenditure attributable to a Subsequent Phase before it becomes a Completed Phase.

5.4.2 (a) No Owner may be called upon to pay more than his appropriate share of management expenses, having regard to the number of Management Shares allocated to the Unit and the provisions of this Deed.

(b) If, during any period of time, the total Monthly Management Fees received by the Manager are insufficient to meet the management expenses, the Manager may require the Owners to contribute to such deficiency or increase, such contribution:

(i) to be ascertained in accordance with the principles in Part E of Schedule 5, mutatis mutandis, depending on which type of management expenses under Part D of Schedule 5 the deficiency or increase falls under; and

(ii) shall be paid in one lump sum within such number of days (which shall not be less than 14) of notification by the Manager or by increasing the Monthly Management Fees of different months as determined by the Manager.

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

(i) any sum attributable or relating to the cost (for purpose of this Clause 5.4.2(c), including the cost of fittings and finishes to be provided in the Units) of completing the construction of the Development or any part thereof or any of the Common Areas and Facilities therein in accordance with the Building Plans;

(ii) all existing and future taxes, rates, assessments, property tax, water rates (if separately metered), the apportioned or separately assessed rent payable under the Government Grant and outgoings of every description for the time being payable in respect of any Unit which shall be borne by the Owner for the time being thereof; and

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

(d) The First Owner shall make payments and contributions for those expenses which are of a recurrent nature for those Units and Undivided Shares unsold, provided however that the First Owner shall not be obliged to make payments and contributions in respect of Units and Undivided Shares allocated to a separate building or phase, the construction of which has not been completed, except to the extent that the building or phase benefits from provisions in this

Deed as to management and maintenance (e.g. as to the costs of managing and maintaining the Slope Structures or as to security etc provided by the management of the completed parts) of the Development.

(e) (i) All outgoings (including Government rent, rates, management expenses) up to and inclusive of the date of the first assignment by the First Owner of each Unit shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings.

(ii) For the avoidance of doubt, Clause 5.4.2(e)(i) shall be without prejudice to the right, if any, of the First Owner to claim against any Owner for outgoings under the agreement for sale and purchase of the relevant Unit for any delay by the Owner in taking up the assignment thereof.

5.5 Surplus

If there is any surplus after payment of all the management expenses, such surplus shall be held by the Manager and shall be applied in the manner as set out in Part F of Schedule 5.

CLAUSE 6
SPECIAL FUND

6.1 Special Fund

6.1.1 (a) The Manager shall establish and maintain a special fund to provide for expenditure of a kind not expected by him to be incurred annually.

(b) For the avoidance of doubt, there shall be only one such special fund.

(c) The Special Fund will be held by the Manager as trustee for all Owners, to provide for Non-recurrent Expenditure.

6.1.2 Each Owner (excluding the Owner of any Unit the Initial Special Fund Contribution in respect of which has been paid by the First Owner in accordance with Clause 8.1) shall, before he is given possession of his Unit by the First Owner, pay to the Manager the Initial Special Fund Contribution in respect of that Unit.

6.1.3 (a) Each Owner hereby covenants with the other Owners and the Manager to make further periodic contributions to the Special Fund. The amount to be contributed in each Financial Year and the time when those contributions will be payable will be determined by a resolution of Owners at an Owners' meeting convened under this Deed.

(b) If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any Financial Year, and the time when those contributions be payable.

6.1.4 The payments made by the Owners towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.

6.1.5 (a) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) an interest-bearing account, the title of which shall refer to the Special Fund for the Development, and shall use that account exclusively for the purpose referred to in Clause 6.1.1(a).

(b) All monies received for the Special Fund shall be deposited by the Manager in that account.

6.1.6 Without prejudice to the generality of Clause 6.1.5(a), 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 Special Fund.

6.1.7 The Manager shall display a document showing evidence of any account opened and maintained under Clause 6.1.5(a) or Clause 6.1.6 in a prominent place in the Development.

6.1.8 The Manager shall without delay pay all money received by him in respect of the Special Fund into the account opened and maintained under Clause 6.1.5(a) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 6.1.6.

6.1.9 Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any).

6.1.10 The Manager must not use the Special Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Development.

6.2 Notional division and credit

6.2.1 The Special Fund shall be notionally divided into such parts as set out in Part G of Schedule 5, and contributions to the Special Fund shall be notionally credited to such different parts of the Special Fund in accordance with the principles thereof.

6.2.2 Funds notionally credited to each part of the Special Fund shall be applied in accordance with the principles in Part H of Schedule 5.

6.2.3 Unless otherwise specifically provided in this Deed, where any provision of this Deed requires any amount to be credited to the Special Fund or the relevant part(s) of the Special Fund, the provisions in Part I of Schedule 5 shall apply.

CLAUSE 7
DEPOSITS AND PAYMENTS, ETC.

7.1 Security Deposit

7.1.1 Each Owner (excluding the Owner of any Unit the Security Deposit in respect of which has been paid by the First Owner in accordance with Clause 8.1) shall, before he is given possession of his Unit by the First Owner, deposit with the Manager the Security Deposit in respect of that Unit which said deposit shall not be set off against any sum payable by him under this Deed.

7.1.2 Without prejudice to the rights of the Manager generally under this Deed, the Manager shall have the right to set off the Security Deposit against any sums payable by an Owner under this Deed. The Manager shall be under no obligation to exercise such right of set off and, in any proceedings by the Manager against an Owner in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager has exercised its aforesaid right of set-off, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to the original deposit prior to any such set-off.

7.1.3 In the event that there has been an increase in the monthly management expenses payable by the Owners as determined by the Manager in accordance with this Deed, each Owner shall, if demanded by the Manager, pay to the Manager by way of an increase in the Security Deposit such sum in order that the Security Deposit shall be equal to Monthly Management Fees under the annual budget for the time being payable by such Owner for such number of months specified in Part J of Schedule 5 for Security Deposit in the "amount" column thereof, which is not more than 25% of any subsequent current year's budgeted management expenses per Unit.

7.2 Advance Payment

Each Owner to whom his Unit is assigned by the First Owner shall before he is given possession of his Unit by the First Owner pay to the Manager the Advance Payment payable in respect of that Unit.

7.3 Debris Removal Charge

7.3.1 Each Owner (excluding the Owner of any Unit the Debris Removal Charge in respect of which has been paid by the First Owner in accordance with Clause 8.1) shall, before he is given possession of the Unit by the First Owner, pay to the Manager the Debris Removal Charge payable in respect of that Unit (if any).

7.3.2 Any monies paid as Debris Removal Charge not used to pay for debris collection or removal must be credited to the Special Fund.

7.4 Common Utilities Deposit

7.4.1 Each Owner shall, before he is given possession of his Unit by the First Owner, pay to the Manager the Common Utilities Deposit payable in respect of that Unit.

7.4.2 In the case of any Common Utilities Deposit having been disbursed or an increase (ascertained according to provision of this Deed) in any Common

Utilities Deposit, an Owner shall also on demand pay to the Manager of the amount so disbursed or increase (as the case may be).

CLAUSE 8
OTHER FINANCIAL MATTERS

8.1 First Owner's contribution to fees and deposit

If the First Owner remains the Owner of those Undivided Shares allocated to a Unit in that part of the Development the construction of which has been completed and which remain unsold 3 months after (i) execution of this Deed or (ii) the date on which he is in a position validly to assign those Undivided Shares (i.e. when the consent to assign or certificate of compliance of the Development has been issued), whichever is the later, the First Owner shall upon the expiry of the aforesaid 3 months' period make the Initial Special Fund Contribution and pay the Security Deposit and (if payable in respect of that Unit) Debris Removal Charge in respect of that Unit.

8.2 Keeping of accounts

8.2.1 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.

8.2.2 Within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days.

8.2.3 The Manager must prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet ("financial statements" in this Clause 8.2) for each Financial Year.

8.2.4 Each set of financial statements prepared under Clause 8.2.3 must include details of the Special Fund and an estimate of the time when there will be a need to draw on that fund, and the amount of money that will be then needed.

8.2.5 Any summary, balance sheet or income and expenditure account prepared under this Clause 8.2 must be signed by the Manager.

8.2.6 Any financial statements prepared under Clause 8.2.3 must be properly audited if either the total income or total expenditure contained in the income and expenditure account, or both of them, exceed or are likely to exceed the monetary amount specified in section 27(2)(c) of the Ordinance.

8.2.7 For the purposes of Clause 8.2.6, any financial statements are properly audited if:

(a) the financial statements are audited by an accountant approved by an owners resolution; and

(b) the accountant reports for the audit under Clause 8.2.7(a) as to whether the financial statements are, in the accountant's opinion, properly prepared so as to give a true and fair view of:

(i) the financial transactions in respect of the management of the Development for the period to which the income and expenditure account relates; and

(ii) the financial position in respect of the management of the Development as at the date to which the income and expenditure account is made up,

subject to any qualification that the accountant thinks fit.

8.2.8 If any financial statements are prepared under Clause 8.2.3, the Manager must:

(a) if the financial statements are required by Clause 8.2.6 to be audited — display a copy of the financial statements and a copy of the accountant's report in respect of the audit in a prominent place in the Development as soon as reasonably practicable after the Manager obtains the report from the accountant, and cause them to remain so displayed for at least 7 consecutive days; or

(b) in any other case — display a copy of the financial statements in a prominent place in the Development as soon as reasonably practicable after the statements are signed in accordance with Clause 8.2.5, and cause it to remain so displayed for at least 7 consecutive days.

8.2.9 The Manager must permit a specified person to inspect any accounting document at any reasonable time.

8.2.10 Subject to Clause 8.2.12, if a specified person requests, in writing, the Manager to supply the specified person with a copy of any accounting document, the Manager must supply the specified person with the copy within 28 days after the date on which the request is made.

8.2.11 The Manager:

(a) may impose a reasonable copying charge for supplying the specified person with the copy in hard copy form; and

(b) must not impose any charge for supplying the specified person with the copy in electronic form.

8.2.12 If:

(a) the request mentioned in Clause 8.2.10 is a request for a copy in hard copy form; and

(b) the Manager imposes under Clause 8.2.11(a) a copying charge for supplying the specified person with the copy,

the Manager is not required to comply with the request unless the specified person pays the charge.

8.2.13 (a) Subject to the foregoing of this Clause 8.2, the Manager may if considered appropriate appoint an accountant to audit the financial statements prepared under Clause 8.2.3. The Manager may revoke such appointment and appoint another accountant approved by an owners resolution (if there is no Owner's Corporation) or a corporation resolution (if there is an Owner's Corporation) in its place at any time.

(b) Notwithstanding anything herein provided and prior to the formation of the Owners' Corporation, the Owners at a meeting of the Owners convened under this Deed shall have power to require the annual accounts to be audited by an independent auditor of their choice.

8.2.14 The Financial Year may not be changed more than once in every 5 years, unless that change is previously approved by a resolution of the Owners' Committee (if any).

8.2.15 In this Clause 8.2:

"accounting document" means—

(a) any book or record maintained, or document kept, under Clause 8.2.1;

(b) any summary of income and expenditure, or balance sheet, prepared under Clause 8.2.2;

(c) any financial statements prepared under Clause 8.2.3; or

(d) any accountant's report in respect of an audit under Clause 8.2.7(a);

"specified person" means—

(a) an Owner;

(b) a registered mortgagee; or

(c) any person duly authorized in writing by an Owner or registered mortgagee to conduct an inspection mentioned in Clause 8.2.9.

8.3 Manager to open and maintain bank account

8.3.1 The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Development.

8.3.2 Without prejudice to the generality of Clause 8.3.1, 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 Development.

8.3.3 The Manager shall display a document showing evidence of any account opened and maintained under Clause 8.3.1 or Clause 8.3.2 in a prominent place in the Development.

8.3.4 Subject to Clause 8.3.5 and Clause 8.3.6, the Manager shall without delay pay all money received by him in respect of the management of the Development into the account opened and maintained under Clause 8.3.1 or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 8.3.2.

8.3.5 Subject to Clause 8.3.6, the Manager may, out of money received by him in respect of the management of the Development, 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).

8.3.6 The retention of a reasonable amount of money under Clause 8.3.5 or the payment of that amount into a current account in accordance with that 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).

8.3.7 Any reference in this Clause 8.3 to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155), the title of which refers to the management of the Development.

8.4 Default in payment and breach of Owners

8.4.1 If any Owner shall fail to pay the Manager any amount payable under any provision of this Deed within 30 days from the date of demand, he shall further pay to the Manager:

(a) interest calculated on the amount remaining unpaid at the rate of 2% per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited from the due date until the actual date of payment; and

(b) a collection charge of 10% of the amount due.

All interest and collection charges received must be credited to the Special Fund.

8.4.2 All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and all other expenses reasonably incurred in or in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager against the defaulting Owner (which expression for the purposes of Clause 8.4.2 and Clause 8.4.3 shall include his successors in title and assigns if there has been a change in title in the meantime) and the claim in any such action may include a claim for the legal costs incurred by the Manager in such action (on a solicitor and own client basis) and the defaulting Owner shall in addition to the amount

claimed in such action be liable for such legal costs. In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the Owners for the time being (other than the defaulting Owner) as a whole and no Owner sued under the provisions of this Deed shall raise or to be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

8.4.3 (a) In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within 14 days from the date on which the same become payable, the amount thereof together with interest charge and collection charge at the rate and for the amount as specified in Clause 8.4.1 together with all costs and expenses which may be incurred in recovering or attempting to recover the same, including the legal expenses referred to in Clause 8.4.2 and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Undivided Shares of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial or Memorandum of such charge in the Land Registry against the Undivided Share or Undivided Shares of the defaulting Owner and enforce such a charge. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.

(b) Any charge registered in accordance with Clause 8.4.3(a) shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Undivided Shares of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Development held therewith and the provisions of Clause 8.4.2 shall apply equally to any such action.

8.5 Application of amounts recovered

8.5.1 Subject to Clause 13, all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Development.

8.5.2 Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner, the Manager shall apply the same towards rectifying the default (if any) to which they relate and any surplus thereof together with all interest on amount unpaid and collection charge shall be credited to the relevant part of the Special Fund held for the particular part of the Development of which there has been default in payment.

8.6 Interest in the management funds

8.6.1 Any person ceasing to be the Owner of a Unit shall in respect of that Unit cease to have any interest in the funds held by the Manager including:

(a) any contribution towards the Special Fund in respect of that Unit; and

(b) the Security Deposit and the Common Utilities Deposit in respect of that Unit

to the intent that all such funds shall be held and applied for the management of the Development irrespective of changes in ownership of the Unit PROVIDED THAT any such Security Deposit and Common Utilities Deposits (being transferrable) shall be transferred into the name of the new Owner of that Unit.

8.6.2 Upon the Land reverting to the Government and no further lease being obtainable, any balance of the management funds, or in the case of extinguishment of rights and obligations as provided in Clause 13, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the management expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished.

CLAUSE 9
MEETING OF OWNERS

9.1 Purpose and timing

From time to time as occasion may require there shall be meetings of the Owners to discuss and decide matters concerning the Development and the Land (excluding any Subsequent Phase which has not become a Completed Phase).

9.2 First meeting of Owners

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

9.2.1 appoint an Owners' Committee and the chairman thereof; or

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

9.3 Provisions applicable to meeting of Owners

9.3.1 A meeting of Owners may be convened by—

(a) the Owners' Committee;

(b) the Manager; or

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

9.3.2 Schedule 11 shall apply in respect of procedure at meetings of Owners if there is no Owners' Corporation.

9.3.3 A notice of a meeting of Owners convened under this Deed may be given—

(a) by delivering it personally to the Owner;

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

(c) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.

9.3.4 (a) The quorum at a meeting of Owners convened under this Deed is 10% of the Owners.

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

9.3.5 For the purposes of Clause 9.3.4, the reference in that clause to "10% of the Owners" shall—

(a) be construed as a reference to 10% of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Development is divided; and

(b) not be construed as the Owners of 10% of the Undivided Shares in aggregate.

The enumeration of the percentage of Owners mentioned in Clause 9.3.4 shall be computed as provided in Schedule 11 to the Ordinance.

9.3.6 (a) A meeting of Owners convened under this Deed must be presided over by the chairman of the Owners' Committee or, if the meeting is convened under Clause 9.3.1(b) or Clause 9.3.1(c), the person convening the meeting.

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

9.3.7 At a meeting of Owners convened under this Deed —

(a) an Owner shall have one vote in respect of each Undivided Share he owns;

(b) an Owner may cast a vote personally or by proxy;

(c) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast—

(i) by a proxy jointly appointed by the cO-owners;

(ii) by a person appointed by the cO-owners from amongst themselves; or

(iii) if no appointment is made under Clause 9.3.7(c)(i) or Clause 9.3.7(c)(ii), either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;

(d) where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and

(e) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.

9.3.8 (a) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and—

(i) shall be signed by the Owner; or

(ii) 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.

(b) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under Clause 9.3.1(b) or Clause 9.3.1(c), the person convening the meeting at least 48 hours before the time for the holding of the meeting.

(c) 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.

9.3.9 The procedure at a meeting of Owners convened under this Deed is as is determined by the Owners.

9.3.10 In regard to the removal of the chairman of the meeting, votes shall be cast by means of a secret ballot supervised by the Manager.

9.3.11 Save as otherwise herein provided any resolution on any matter concerning the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners PROVIDED THAT :-

(a) the notice of the meeting shall be in compliance with this Deed and shall have been duly given in accordance with Clause 9.3.3;

(b) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid; and

(c) no resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed.

9.3.12 The accidental omission to give notice of meeting to any Owner in accordance with Clause 9.3.3 shall not invalidate the proceedings at any meeting or any resolution passed thereat.

CLAUSE 10
OWNERS' COMMITTEE

10.1 Composition of the Owners' Committee and functions

10.1.1 There shall be established and maintained an Owners' Committee of the Development. The composition, method for the formation of the Owners' Committee and selection of its chairman shall be as set out in Part A of Schedule 7.

10.1.2 (a) A member of the Owners' Committee shall retire from office at every alternate annual general meeting of the Owners next following his appointment but shall be eligible for re-election.

(b) Subject to Clause 10.1.2(a), a member of the Owners' Committee shall hold office until:

(i) he resigns by notice in writing to the Owners' Committee;

(ii) he ceases to be eligible;

(iii) he becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity;

(iv) he becomes incapacitated by physical or mental illness or death; or

(v) he is removed from office in accordance with Part C of Schedule 7.

A member of the Owners' Committee in respect of whom an event mentioned in this Clause 10.1.2(b) has occurred shall cease to hold office upon the occurrence of such event.

10.1.3 The functions of the Owners' Committee shall be:

(a) to represent the Owners in all dealings with the Manager;

(b) to undertake such other duties as the Manager may, with the approval of the Owners' Committee, delegate to the Owners' Committee;

(c) to review and discuss with the Manager about the annual budget and revised budget prepared by the Manager;

(d) to approve the House Rules made and amended from time to time by the Manager; and

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

10.2 Meetings of Owners' Committee

10.2.1 A meeting of the Owners' Committee may be convened at any time by the chairman or any 2 members of the Owners' Committee.

10.2.2 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.

10.2.3 The notice of meeting referred to in Clause 10.2.2 shall specify—

(a) the date, time and place of the meeting; and

(b) the resolutions (if any) that are to be proposed at the meeting.

10.2.4 The notice of meeting referred to in Clause 10.2.2 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 of the Owners' Committee 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.

10.2.5 (a) The quorum at a meeting of the Owners' Committee shall be 50% of the members of the Owners' Committee (rounded up to the nearest whole number) or 3 such members, whichever is the greater.

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

10.2.6 A meeting of the Owners' Committee shall be presided over by—

(a) the chairman; or

(b) in the absence of the chairman, a member of the Owners' Committee appointed as chairman for that meeting.

10.2.7 At a meeting of the Owners' Committee, each member present shall have 1 vote on a question before the committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.

10.2.8 The procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.

10.2.9 A resolution put to the vote of the meeting shall be decided on a show of hands only. Any resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners PROVIDED THAT no resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed.

10.3 Keeping of records and minutes

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

10.3.1 the appointment and vacation of appointments of all its members and all changes therein;

10.3.2 all resolutions and notes of proceedings of the Owners' Committee; and

10.3.3 the members present at all meetings.

10.4 Liability of Owners' Committee members

The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance of the provisions of this Deed not being anything involving criminal liability or dishonesty or negligence by or on the part of any or all of the members of the Owners' Committee, and no Owner shall be required to indemnify the Owners' Committee and the members thereof from and against any action, claim etc. arising out of any act or omission involving criminal liability, dishonesty or negligence on the part of the Owners' Committee and the members thereof.

10.5 No remuneration

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

10.6 Sub-committees

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

10.7 Procurement of services, etc. by the Owners' Committee

Subject to the provisions of the Ordinance, the procurement of supplies, goods, or services by the Owners' Committee which is type 1 high-value procurement, type 2 high-value procurement or large-scale maintenance procurement must be by invitation to tender and the standards and guidelines as may be specified in the Code of Practice referred to in sections 28A and 44 of the Ordinance shall apply to the Owners' Committee with any appropriate variations.

CLAUSE 11
FURTHER PROVISIONS RELATING TO COMMON AREAS AND FACILITIES

11.1 Assignments and holding on trust

11.1.1 Upon execution of this Deed, the First Owner shall assign the whole of the Common Areas and Facilities in Phase 1 together with the Undivided Shares allocated thereto to and vest the same in the DMC Manager free of cost or consideration who shall hold the same as trustee for the benefit of all Owners.

11.1.2 The Manager shall assign the whole of the Common Areas and Facilities together with the Undivided Shares allocated thereto free of costs or consideration to his successor as manager on termination of his appointment, or to the Owners' Corporation at any time, if so required by it. Any such assignee shall hold the whole of the Common Areas and Facilities together with the Undivided Shares allocated thereto as trustee for the benefit of all Owners.

11.2 Plans

11.2.1 A set of the plans annexed hereto showing the Common Areas and Facilities shall be kept at the management office of the Development for inspection by the Owners during normal office hours free of costs and charges.

11.2.2 The set of plans referred to in Clause 11.2.1 is the Plans.

11.3 No conversion of Common Areas and Facilities

11.3.1 No Owner including the First Owner shall have the right to convert the Common Areas and Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Owners' Committee. Any payment received for the granting of such approval shall be credited to the Special Fund.

11.3.2 No Owner (including the First Owner) shall have the right to convert or designate any of his own areas as Common Areas and Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained. No Owner (including the First Owner) and no Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his or its own use or benefit.

11.4 Liability and rights in respect of Common Areas and Facilities

The Undivided Shares allocated to the Common Areas and Facilities shall not carry any voting rights at any meeting whether under this Deed, the Ordinance or otherwise or liability to pay any fees or charges under this Deed. Such Undivided Shares shall not be taken into account for the purpose of calculating the quorum of any meeting under this Deed, the Ordinance or otherwise.

CLAUSE 12
FEATURES AND STRUCTURES RELATING TO THE DEVELOPMENT

12.1 Green and innovative features and other features

Provisions in Schedule 8 shall apply.

12.2 Maintenance of Works and Installations

12.2.1 The First Owner:

(a) at its own costs and expenses has prepared a schedule of all major works and installations in Phase 1, which require regular maintenance on a recurrent basis (the "**Phase 1 Works and**

Installations"). The schedule of the Phase 1 Works and Installations is set out in Schedule 9 to this Deed (subject to revisions as provided for in Clause 12.2.5 and Clause 12.2.6); and

(b) shall at its own costs and expenses prepare a schedule of all major works and installations in a Subsequent Phase, which require regular maintenance on a recurrent basis. The schedule of Works and Installations in a Subsequent Phase will be set out in a schedule to the Subsequent Phase Sub-Deed of the Subsequent Phase (subject to revisions as provided for in Clause 12.2.5 and Clause 12.2.6).

12.2.2 The First Owner shall at its own costs and expenses prepare and compile for the reference of the Owners and the Manager:

(a) a maintenance manual for the Phase 1 Works and Installations setting out the following details:-

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

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

(iii) recommended maintenance strategy and procedures;

(iv) a list of items of the Phase 1 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 Phase 1 Works and Installations.

(b) a maintenance manual for the Works and Installations in a Subsequent Phase setting out the following details:-

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

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

(iii) recommended maintenance strategy and procedures;

(iv) a list of items of the Works and Installations in that Subsequent Phase 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 in that Subsequent Phase.

12.2.3 The First Owner shall:

(a) deposit a full copy of the maintenance manual for the Phase 1 Works and Installations in the management office of the Development within one month after the date of this Deed for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund;

(b) deposit a full copy of the maintenance manual for the Works and Installations of a Subsequent Phase in the management office of the Development within one month after the date of the Subsequent Phase Sub-Deed of that Subsequent Phase for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

12.2.4 The Owners shall (subject to the provisions of this Deed) at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Development and such parts of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by the respective Owners including the Works and Installations.

12.2.5 The schedule and the maintenance manual for the Works and Installations of any Phase may be revised in future to take into account any necessary changes, including but not limited to addition of works and installations in the Development and the updating of maintenance strategies in step with changing requirements.

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

12.2.7 All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations of any Phase shall be paid out of the Special Fund.

12.2.8 The Manager shall deposit the revised maintenance manual for the Works and Installations of any Phase in the management office of the Development within one month after the date of its preparation for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

12.3 Slope maintenance

12.3.1 The Owners shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all works in respect of the Slope Structures as required by the Government Grant and in accordance with the Geoguide 5-Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Slope Maintenance Manual.

12.3.2 The Manager shall have full authority of the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slope Structures in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes and retaining walls. For the purpose of this Clause 12.3.2, the reference to "the Manager" includes the Owners' Corporation, if formed.

12.3.3 All Owners shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slope Structures.

12.3.4 The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slope Structures under the conditions of the Government Grant, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners.

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

CLAUSE 13
EXTINGUISHMENT OF RIGHTS AND REINSTATEMENT

13.1 Damage of Development and meeting of Owners affected

If the whole or any part of the Development has been damaged by fire, typhoon, earthquake, subsidence or other causes rendering it substantially unfit for use or habitation or occupation (which the whole or part of the Development concerned shall be referred to as the "**Damaged Part**", and each of the Owners of the Undivided Shares allocated to the Damaged Part (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be referred to as an "**Affected Owner**" in this Clause 13), the Owners of not less than 75% of the Undivided Shares allocated to the Damaged Part (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting. At such meeting the Affected Owners may resolve:

13.1.1 by not less than 75% majority of votes of the Affected Owners present and voting that by reason of insufficiency of insurance money or changes in building law or any other circumstances whatsoever, it is not practicable to reinstate or rebuild the Damaged Part then in such event the Undivided Shares in the Land representing the Damaged Part (each a "**Damaged Part Share**") shall be acquired by the Manager and the Affected Owners of the Damaged Part Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager who shall hold such Damaged Part Shares upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Affected Owners in proportion to the respective number of the Damaged Part Shares previously held by such Affected Owners. All insurance money received in respect of any policy of insurance on the Damaged Part shall likewise be distributed amongst the Affected Owners. In such event all the rights, privileges, obligations and covenants of the Affected Owners under this Deed shall be extinguished so far as the same relate to the Affected Owners of the Damaged Part; or

13.1.2 by not less than 75% majority of votes of the Affected Owners present and voting to reinstate or rebuild the Damaged Part, then the Affected Owners shall pay the excess of the cost of reinstatement or rebuilding of the Damaged Part over and above the proceeds recoverable from the insurance of the Damaged Part in proportion to the respective number of the Damaged Part Shares held by them and that until such payment the same will become a charge upon their respective Damaged Part Shares and be recoverable as a civil debt PROVIDED THAT nothing herein shall allow any Affected Owner to reinstate or rebuild his Unit or any Damaged Part except in accordance with the Building Plans and in a good and proper workmanlike fashion using good quality materials so that such Unit or any Damaged Part after reinstatement or rebuilding (as the case may be) shall in all respects range in an uniform manner with the other Units of the Development.

13.2 Provisions applicable to the meeting

The following provisions shall apply to a meeting convened under Clause 13.1:

13.2.1 The person convening the meeting shall, at least 14 days before the date of the meeting, give notice of the meeting to each Affected Owner.

13.2.2 The notice of meeting referred to in Clause 13.2.1 shall specify—

(a) the date, time and place of the meeting; and

(b) the resolutions (if any) that are to be proposed at the meeting.

13.2.3 The notice of meeting referred to in Clause 13.2.1 may be given—

(a) by delivering it personally to the Affected Owner;

(b) by sending it by post to the Affected Owner at his last known address; or

(c) by leaving it at the Affected Owner's Unit or depositing it in the letter box for that Unit.

13.2.4 (a) The quorum at a meeting of Affected Owners shall be the Owners of 75% of the Undivided Shares allocated to the Damaged Part (excluding the Undivided Shares allocated to the Common Areas and Facilities) in aggregate.

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

13.2.5 (a) A meeting of Affected Owners shall be presided over by an Owner appointed by the Affected Owners convening the meeting.

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

13.2.6 At a meeting of Affected Owners—

(a) an Affected Owner shall have one vote in respect of each Damaged Part Share he owns;

(b) an Affected Owner may cast a vote personally or by proxy;

(c) where 2 or more persons are the co-Owners of a Damaged Part Share, the vote in respect of the Damaged Part Share may be cast—

(i) by a proxy jointly appointed by the co-Owners;

(ii) by a person appointed by the co-Owners from amongst themselves; or

(iii) if no appointment is made under Clause 13.2.6(c)(i) or Clause 13.2.6(c)(ii), either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners; and

(d) where 2 or more persons are the co-Owners of a Damaged Part Share and more than one of the co-Owners seeks to cast a vote in respect of the Damaged Part Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Damaged Part Share in the register kept at the Land Registry shall be treated as valid.

13.2.7 (a) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, mutatis mutandis, and—

(i) shall be signed by the Affected Owner; or

(ii) if the Affected 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.

(b) The instrument appointing a proxy shall be lodged with the person convening the meeting at least 48 hours before the time for the holding of the meeting.

(c) A proxy appointed by an Affected Owner to attend and vote on behalf of the Affected Owner shall, for the purposes of the meeting, be treated as being the Affected Owner present at the meeting.

13.2.8 The procedure at a meeting of Affected Owners shall be as is determined by the Affected Owners.

13.2.9 Any resolution passed by a 75% majority of votes at a duly convened meeting by the Affected Owners present in person or by proxy and voting shall be binding on all the Affected Owners PROVIDED THAT :-

(a) the notice of the meeting shall be in compliance with Clause 13.2.2 and shall have been duly given in accordance with Clause 13.2.3;

(b) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid; and

(c) no resolution shall be valid to the extent that it is contrary to this Deed.

13.2.10 The accidental omission to give notice to any Affected Owner in accordance with Clause 13.2.3 shall not invalidate the proceedings at any meeting or any resolution passed thereat.

13.2.11 The Manager shall have the right to attend the meeting.

CLAUSE 14
MISCELLANEOUS PROVISIONS

14.1 Compliance with the Ordinance and the Government Grant

14.1.1 Nothing herein contained shall prejudice the application or operation of or shall contradict, overrule or fail to comply with the provisions of the Ordinance and the Schedules thereto.

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

(b) All Owners (including the First Owner) and the Manager covenant with each other to comply with the conditions of the Government Grant so long as they remain as Owners or (as the case may be) the Manager.

14.2 Owners' Corporation, etc. to replace Owners' Committee and meetings

14.2.1 At any time after the formation and during the existence of the Owners' Corporation under the Ordinance, the Owners' meeting convened under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation and the Owners' Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.

14.2.2 At any time after the formation and during the existence of the Owners' Corporation under the Ordinance, the control, management, maintenance and administration of the Land and the Development and the Common Areas and Facilities shall be undertaken by the Manager under the supervision of the Owners' Corporation unless and until the appointment of the Manager is terminated in accordance with this Deed.

14.3 Chinese translation of this Deed and copies of Schedules 7 and 8 to the Ordinance

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

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

14.4 Owner to be responsible for acts or omissions of occupiers

14.4.1 Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any injury, loss or damage to any person or property caused by or as the result of the act or negligence of any occupier of any Unit of which he has the exclusive use or any person using such Unit with his consent, express or implied, or by, or through, or in any way owing to the fire, overflow of water or leakage of electricity or gas therefrom.

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

14.5 Ceasing to be the Owner of a Unit

14.5.1 Each Owner shall on ceasing to be the Owner of any Undivided Share and the premises enjoyed therewith notify the Manager of such cessation and of the name and address of the new Owner within 1 month from the date of the relevant assignment and without prejudice to the liability of the new Owner who shall be liable for all sums due and payable and performance and observance of the terms and conditions by the Owner from whom he purchased under the terms of this Deed, such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions in accordance with the terms of this Deed up to the date such Owner ceases to be an Owner.

14.5.2 Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Development held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.

14.6 Address for service of notice and public notice boards

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

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

14.6.3 Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards or required by this Deed or by law to be served personally or in any other manner and in the absence of any address provided by an Owner pursuant to Clause 14.6.1, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED HOWEVER THAT where notice is to be given to an Owner who is a mortgagor or chargor, such notice may also be served on his mortgagee or chargee (as the case may be), if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known residence.

14.6.4 All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or if by hand left at the registered office of the Manager.

14.7 Partitioning under co-ownership

No Owner (except the First Owner acting in compliance with the Government Grant) shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land and/or the Development.

14.8 Nature of the covenants and provisions of this Deed

The covenants and provisions of this Deed shall enure to the benefit of and are binding on all Owners and their respective successors and assigns and persons deriving title under or through them or any of them and all persons who may hereafter become an Owner and the benefit and burden thereof are annexed to and run with the Land, the Development and the Undivided Share(s) in respect thereof, and such covenants and provisions shall be enforceable by and against the Owner for the time being of any such Undivided Share both as to the benefit and burden of such covenants and provisions.

[α][14.9 Provisions relating to the Mortgagee

14.9.1 To enable the assignment of the Common Areas and Facilities in Phase 1 referred to in Clause 11.1.1 to be effected, the Mortgagee shall execute a partial release of the Common Areas and Facilities in Phase 1 together with the Undivided Shares allocated thereto from the Mortgage immediately upon the execution of this Deed unless the Common Areas and Facilities in Phase 1 and the Undivided Shares allocated thereto have been released from the Mortgage before the execution of this Deed.

14.9.2 In consideration of the Mortgagee entering into this Deed, the First Owner (excluding its successors and assigns and any person deriving title under or through them) hereby covenants with the Mortgagee to fully observe, perform and comply with all the covenants contained in this Deed to be observed, performed and complied with by the First Owner and the Mortgagee while any Undivided Share is subject to the Mortgage and to keep the Mortgagee fully and effectually indemnified against the breach of any of the said covenants.

14.9.3 Subject always to Clause 14.9.1 but notwithstanding anything else contained in this Deed, unless and until the Mortgagee takes possession of the Land or exercises the power of sale conferred on the Mortgagee under the Mortgage, the covenants and obligations contained in this Deed and the liability for making any payment under this Deed and the other burden and restrictions herein imposed shall not bind the Mortgagee and no liability under this Deed shall bind the Mortgagee in respect of any liabilities accrued prior to the Mortgagee taking possession or exercising the said power of sale.]

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

SCHEDULE 1

ALLOCATION OF UNDIVIDED SHARES AND MANAGEMENT SHARES

PART A - General Allocation of Undivided Shares and Management Shares

Part of the Development concerned	Undivided Shares	Management Shares
Residential Units in Phase 1	230,333 **(Note 1)**	230,333 **(Note 1)**
Residential Private Parking Spaces in Phase 1	7,937 **(Note 2)**	7,937 **(Note 2)**
the part of the Non-Industrial Portion in Phase 1	51,070	51,070
Common Areas and Facilities in Phase 1	20,000	N/A
TOTAL in Phase 1	309,340	289,340
Subsequent Phases	2,009,671	to be allocated under the Subsequent Phase Sub-Deed
TOTAL	2,319,011	289,340 + total number of Management Shares to be allocated under the Subsequent Phase Sub-Deeds

Notes:

1. Allocation of Undivided Shares and Management Shares among the Residential Units in Phase 1 are shown in Part B of this Schedule.
2. Allocation of Undivided Shares and Management Shares among the Residential Private Parking Spaces in Phase 1 are shown in Part C of this Schedule.

PART B - Allocation of Undivided Shares and Management Shares of Residential Units in Phase 1

Undivided Shares and Management Shares are allocated to the Residential Units in Phase 1 as follows:

Tower 2

Flat / Floor	A	B	C	D	E	F	G
8/F	1,040#	467#	854#	516#	527#	542#	515#
9/F	1,016	480	869	495	536	542	495
10/F	1,016	480	869	495	536	542	495
11/F	1,016	480	869	495	536	542	495
12/F	1,016	480	869	495	536	542	495
15/F	1,016	480	869	495	536	542	495
16/F	1,016	480	869	495	536	542	495

17/F	1,016	480	869	495	536	542	495
18/F	1,016	480	869	495	536	542	495
19/F	1,016	480	869	495	536	542	495
20/F	1,016	480	869	495	536	542	495
21/F	1,016	480	869	495	536	542	495
22/F	1,016	480	869	495	536	542	495
23/F	1,016	480	869	495	536	542	495
25/F	1,016	480	869	495	536	542	495
26/F	1,016	480	869	495	536	542	495
28/F	1,016	480	869	497	535	542	493
29/F	1,016	480	869	497	535	542	493
30/F	1,016	480	869	497	535	542	493
31/F	1,016	480	869	497	535	542	493
32/F	1,016	480	869	497	535	542	493
33/F	1,016	480	869	497	535	542	493
35/F	1,016	480	869	497	535	542	493
36/F	1,016	480	869	497	535	542	493
37/F	1,016	480	869	497	535	542	493
38/F	1,016	480	869	497	535	542	493
39/F	1,016	480	869	497	535	542	493
40/F	1,016	480	869	497	535	542	493
41/F	1,016	480	869	497	535	542	493
42/F	1,016	480	869	497	535	542	493
43/F	1,016	480	869	497	535	542	493
45/F	1,016	480	869	497	535	542	493
46/F	1,016	480	869	497	535	542	493
48/F	1,016	480	869	497	535	542	493
49/F	1,016	480	869	497	535	542	493
50/F	1,016	480	869	497	535	542	493
51/F	1,016	480	869	497	535	542	493
52/F	1,016	480	869	497	535	542	493
53/F	1,016	480	869	497	535	542	493
55/F	1,016	480	869	497	535	542	493
56/F	1,016	480	869	497	535	542	493
57/F	1,016	480	869	497	535	542	493
58/F	1,016	480	869	497	535	542	493
59/F	1,016	480	869	497	535	542	493
60/F	1,016	480	869	497	535	542	493
61/F	1,016	480	869	497	535	542	493
62/F	1,016	480	869	497	535	542	493
63/F	1,016	480	869	497	535	542	493
65/F	1,016	480	869	497	535	542	493
66/F	1,016	480	869	497	535	542	493
67/F & 68/F	2,527 #^@*	--	--	--	--	--	--
67/F	--	870	497	535	542	493	--
68/F	--	989^@	537^	575^	592^	532^	--

Notes:

1. Numbers as set out above are the numbers of Undivided Shares allocated to the Residential Units concerned and also the numbers of Management Shares allocated to the Residential Units concerned.

2. There are no designations of 13th, 14th, 24th, 34th, 44th, 54th and 64th floors. There is no Residential Unit on the 27th and 47th floors.
3. # denotes those Residential Units with flat roof(s) held therewith.
4. ^ denotes those Residential Units with roof held therewith.
5. @ denotes those Residential Units with stairhood and top of stairhood held therewith.
6. * denotes the Residential Unit which is a duplex unit with a part on 67/F and a part on 68/F.

PART C - Allocation of Undivided Shares and Management Shares of Residential Private Parking Spaces in Phase 1

Undivided Shares and Management Shares are allocated to the Residential Private Parking Spaces in Phase 1 as follows:

Type	**Number**	**Undivided Shares / Management Shares**
Residential Car Parking Spaces	61	7,625 (125 per parking space)
Residential Motor Cycle Parking Spaces	13	312 (24 per parking space)

SCHEDULE 2
RIGHTS AND OBLIGATIONS

The rights and privileges conferred on each Undivided Share are as specified in Part A of this Schedule and subject to which each Undivided Share is held are as specified in Part B of this Schedule.

PART A – Rights of Owners

The Owner of each Undivided Share together with the full and exclusive right to hold use, occupy and enjoy any part of the Development shall have the benefit of the following rights and privileges (in common with all persons having the like rights and privileges) SUBJECT TO the provisions of the Government Grant, this Deed, the House Rules and the rights of the Manager as provided in this Deed :-

1. Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants, licensees, bona fide guests, visitors and invitees to go, pass or repass over and along and to use the Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit PROVIDED THAT :-

   (a) the Recreational Areas and Facilities may only be used by the residents of the Residential Units and their bona fide visitors (Common Areas and Facilities covered by this paragraph 1(a) will be referred to in this paragraph 1 as the "**Restricted Common Areas and Facilities**");

   (b) notwithstanding paragraph 1(a) of Part A of this Schedule, any Owner of a Unit and occupiers of such Unit and their bona fide guests, visitors or invitees may always make use of the Restricted Common Areas and Facilities for the purpose of:

      (i) escape or seeking refuge in case of fire or other emergency; or

      (ii) obtaining access to and from their respective Units or any Common Areas and Facilities which they are entitled to make use of, where such access cannot practically be obtained other than through the Restricted Common Areas and Facilities or where such access is reasonably necessary for the proper use and enjoyment of such Units or such Common Areas and Facilities, such right of access shall be exercisable with or without agents, surveyors, workmen and contractors and with or without vehicles, plant, equipment, materials and machinery;

   (c) for the avoidance of doubt and without prejudice to the generality of the other provision of this paragraph 1:

      (i) the Owner of any Residential Unit and his tenants, licensees and invitees may with or without agents, surveyors, workmen and contractors and with or without plant, equipment and materials with or without vehicles at all times to pass and repass on, along, over, by and through the Parking Common Areas and Facilities and the Residential Parking Common Areas and Facilities, including, without limitation, the driveways forming part thereof freely and without payment of any nature whatsoever for the purpose of gaining access from or to any of the Residential Common Parking Spaces for all purposes connected with the proper use and enjoyment of the same;

(ii) the Owner of the Non-Industrial Portion and his tenants, licensees and invitees may with or without agents, surveyors, workmen and contractors and with or without plant, equipment and materials with or without vehicles at all times to pass and repass on, along, over, by and through the Parking Common Areas and Facilities and the Residential Parking Common Areas and Facilities, including, without limitation, the driveways forming part thereof freely and without payment of any nature whatsoever for the purpose of gaining access from or to or maintaining or repair any part of the Non-Industrial Portion, any NIP Common Areas and Facilities or any facilities or Conduits of or serving the Non-Industrial Portion; and

(d) nothing in this paragraph 1 shall prejudice any right granted and/or mentioned under any other paragraph in this Part A.

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

3. The free and uninterrupted passage and running of water, sewage, soil, gas, electricity, ventilation, air, smoke, telephone, information and various other services (if any) from and to his Unit through the Conduits which now are or may at any time hereafter be in, under or passing through his Unit or the Development or any part or parts thereof for the proper use and enjoyment of his Unit.

4. The right for any Owner with or without agents, surveyors, workmen and contractors and with or without vehicles, plant, equipment, materials and machinery at all reasonable times upon prior notice to and with the prior consent of the relevant Owner(s) concerned (except in the case of emergency) to enter upon other parts of the Development for the purpose of carrying out any works for the maintenance and repair of his Unit including any Conduits serving the same (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby at his own cost and expense.

5. All other easements, rights and privileges belonging or appertaining to the Land and the Development or any part thereof and/or as mentioned, described and/or provided in the Government Grant.

PART B – Rights to which Owners are subject

The following are the rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his Unit shall hold :-

1. The Additional Rights.

2. Rights, privileges and powers as reserved unto the Manager under this Deed.

3. Rights and privileges equivalent to those set forth in Part A of this Schedule.

4. The rights and privileges specifically excepted and reserved to the Government and other rights provided in the Government Grant.

SCHEDULE 3
ADDITIONAL RIGHTS

PART A – Covenants in assignment

"The Purchaser hereby covenants with the Vendor for itself and as agent of each of Best Power (Asia) Limited and Jumbo Power Enterprises Limited and Owners (as defined in a Principal Deed of Mutual Covenant incorporating a Management Agreement registered in the Land Registry by Memorial No.[*note: insert memorial no. here*] (the "Deed of Mutual Covenant")) on whom rights are conferred by Clause 3.1 and Schedule 3 of the Deed of Mutual Covenant and their respective successors, assigns and attorneys (collectively referred to as the "Specified Owners" and each is individually referred to as a "Specified Owner", which said expressions shall for the avoidance of doubt not include the Purchaser) to the intent that this covenant shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the "Covenanting Purchaser") and shall enure for the benefit of The Remaining Portion of New Kowloon Inland Lot No.6458 and the buildings thereon known as [*note: insert name of Development here*] (collectively, the "Land") and be enforceable by the Vendor and each Specified Owner that:-

(a) the Covenanting Purchaser will notify the Manager (as defined in the Deed of Mutual Covenant) in writing of any change of ownership of the Property within one month from the date of the Assignment in respect thereof;

(b) the Covenanting Purchaser hereby acknowledges and confirms the rights conferred by Clause 3.1 and Schedule 3 of the Deed of Mutual Covenant (collectively, the "Additional Rights" and each an "Additional Right") and hereby covenants not to do or permit to be done anything which will affect the exercise of the Additional Rights by a person lawfully entitled to exercise them;

(c) the Covenanting Purchaser hereby irrevocably appoints each Specified Owner (and where the Specified Owner comprises more than one person, each such person (such appointment shall be joint and several so that each of such persons may act singly or jointly with the other(s))) to be its agent and attorney and grants to each Specified Owner (and where the Specified Owner comprises more than one person, each such persons), with full power of delegation, the full right, power and authority acting singly to do all acts, deeds, matters and things and to execute and sign, seal and as its own act and deed, deliver such deed or deeds and to sign such documents or instruments as may be reasonably required for or incidental to the exercise of the Additional Rights granted to that Specified Owner and hereby further 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 abovementioned grant;

(d) the Covenanting Purchaser shall abide by the provisions in the Deed of Mutual Covenant to be observed and performed by an Owner (as defined in the Deed of Mutual Covenant);

(e) the Covenanting Purchaser will at all times hereafter perform observe and comply with all the covenants by or on the part of the Purchaser contained in this Assignment; and

(f) 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), (c), (d) and (e) and this covenant (f) hereinbefore contained;

PROVIDED THAT upon the Covenanting Purchaser complying with and performing the covenant (f) hereinbefore contained the Covenanting Purchaser shall not be liable for any breach of the aforesaid covenants (a), (b), (c), (d) and (e) 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), (d), (e) and (f) as aforesaid."

PART B – Additional rights for certain Owner(s)

1. The First Owner (excluding its successors and assigns) shall for as long as it remains the Owner of any Undivided Share have the right at any time or times and from time to time as it shall deem fit to do all or any of the acts or deeds and to exercise all or any of the rights in Part C of this Schedule without the concurrence of any other Owner, the Manager, the Owners' Corporation or any other person except expressly provided to the contrary therein. For the avoidance of doubt, such rights may be exercised by the First Owner together with any other rights which the First Owner may also be entitled to exercise under any other paragraph of this Part B as the Owner of the Unit concerned.

2. The Owner of the Non-Industrial Portion shall for as long as it remains the Owner of that Unit have the right at any time or times and from time to time as it shall deem fit to do all or any of the acts or deeds and to exercise all or any of the rights in Part D of this Schedule without the concurrence of any other Owner, the Manager, the Owners' Corporation or any other person except expressly provided to the contrary therein. Such rights may be exercised in accordance with this Deed by an Owner of the Non-Industrial Portion in respect of the part he owns.

PART C – First Owner's Additional Rights

1. Fixtures

The right for itself, its licensees or other third parties to install, affix, paint, maintain, alter, renew and remove any one or more chimneys, flues, pipes, signs, signboards, masts, aerials, antennae, satellite dish, cables, telecommunication systems or installations, lightning conductors and lighting and other fixtures or structures or facilities of whatsoever kind on or within:

(a) any Common Areas and Facilities (PROVIDED THAT the written approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained before the exercise of the rights (any payment received for the approval shall be credited to the Special Fund)); and

(b) such other areas of the Development in respect of which the First Owner has the exclusive right to hold, use, occupy and enjoy

for the purpose of supplying or allocation of utilities services to or in the Development in the case of pipes or cables PROVIDED THAT such right shall not be exercised so

as to interfere with the right of any Owner to the exclusive holding, use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit.

2. Amending Building Plans and other plans

The right subject to obtaining any necessary consent under the Government Grant and the law, to alter, amend, vary or add to the Building Plans or any plan or proposal prepared or which requires approval under the Government Grant (including master layout plans, landscaping proposals and car park layout plans) or any law and to carry out works to implement any such alteration, amendment, variation or addition PROVIDED THAT:

(a) such rights may only be exercised in respect of any part of the Development in respect of which the First Owner has the exclusive right to hold, use, occupy and enjoy; and

(b) such right shall not be exercised so as to interfere with the right of any Owner to the exclusive holding, use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit.

3. Alteration

Subject to all necessary approval under the Government Grant and the law having been obtained, the right to make structural alterations or additions to those parts of the Land which the First Owner has the exclusive right to hold, use, occupy and enjoy PROVIDED THAT no such alteration or addition shall interfere with or affect the rights of other Owners and THAT such right shall not be exercised so as to interfere with the right of any Owner to the exclusive holding, use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit.

4. Entry for works

The right to at its own costs and expense enter into and upon the Land and the Development (other than any part thereof that has been sold or assigned by the First Owner) at all reasonable times (except in the case of emergency the entry may take place at all times) with or without agents, surveyors, workmen and contractors and with or without vehicles, equipment, plant, materials and machinery for the purposes of constructing, completing, improving or renovating the Development or any part thereof or for carrying out all such works in, under, on or over the Land and the Development that it is permitted to carry out under this Deed and to from time to time issue in writing to the Owners instructions as to the areas or parts of the Land and the Development that the Owners, their servants, agents or licensees may or may not use while any works as aforesaid are being carried out PROVIDED THAT:

(a) (save in case of emergency) a prior written notice in writing shall be given to the Owners or (where there is an entry to the Common Areas and Facilities) the Manager;

(b) such right shall not be exercised so as to interfere with the right of any Owner to the exclusive holding, use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit; and

(c) the First Owner shall at its own costs and expenses rectify any damage, inconvenience, disturbance or loss caused to the Land and the Development in

the course of exercising any of such rights and shall cause as little disturbance as possible in exercising any of such rights.

5. Sub-division and sub-deed of mutual covenant

The rights to sub-divide any of its Unit in such manner as it deems fit, the Undivided Shares allocated thereto under this Deed and the exclusive right to hold, use, occupy and enjoy any such Unit, to enter into any sub-deed of mutual covenant for any such sub-division or in respect of a separate phase and to appoint a manager for the part of the Development in respect of which a sub-deed of mutual covenant is entered into PROVIDED THAT no such sub-deed shall conflict with the provisions of this Deed and any such sub-deed shall be approved by the Director of Lands unless the requirement for its approval is waived by the Director of Lands in his absolute discretion.

6. Undivided Shares and Management Shares

The right to re-allocate the Undivided Shares held by the First Owner and the right to adjust the number of Management Shares and the fraction which each Management Share bears to the whole PROVIDED THAT any such re-allocation or adjustment shall be subject to the approval by the Director of Lands.

7. Change of name

The right to change the name of the Development (or any part thereof) or any Phase (or part thereof) at any time as the First Owner shall deem fit and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner.

8. Change of user

The right to change the user of any Unit which have not been sold or assigned by the First Owner PROVIDED THAT each necessary consent under the Government Grant or the law has been obtained and THAT such right shall not be exercised so as to interfere with the right of any Owner to the exclusive holding, use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit.

9. Amendments to Government Grant

The right to, subject to the prior written approval by a resolution passed by the Owners at an Owners' meeting convened under this Deed, at its own cost and expense apply to, negotiate and agree with the Government to amend, vary or modify any provision in the Government Grant and to obtain any waiver or no-objection from the Government relating to any provision thereof, and to execute any document relating to any such amendment, variation, modification, waiver or no-objection in the name of the First Owner without joining in any other Owner and the Manager (and the said amendment, variation, modification, waiver or no-objection and document relating thereto will bind all Owners and the Manager) PROVIDED THAT:

(a) such right may only be exercised in respect of any part of the Development in respect of which the First Owner has the exclusive right to hold, use, occupy and enjoy; and

(b) such right shall not be exercised so as to interfere with the right of any Owner to the exclusive holding, use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit.

10. Dedication

The right to dedicate to the public any part of the Land and/or the Development which the First Owner has the exclusive right to hold, use, occupy and enjoy for the purposes of passage with or without vehicles or in such manner as the First Owner shall in its absolute discretion deem fit PROVIDED THAT:

(a) such right shall not be exercised so as to interfere with the right of any Owner to the exclusive holding, use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit; and

(b) no Owner (except the First Owner) shall have any claim for any consideration or compensation or benefit offered by the Government for such dedication if the Building Authority permits the site coverage or the plot ratio for any building (or any part thereof) within the Land to exceed the permitted site coverage or plot ratio, as the case may be, as a result of such dedication or the Government offers any money or grant any land as compensation for or in exchange of such dedication.

11. Adjust boundary

The right subject to the prior written approval by a resolution passed by the Owners at an Owners' meeting convened under this Deed, to adjust and/or re-align the boundary of the Land and for these purposes, to apply to the Government for any amendment, variation, modification or addition to the terms and conditions of the Government Grant, and to negotiate and agree with the Government in connection therewith PROVIDED THAT such right shall not be exercised so as to interfere with the right of any Owner to the exclusive holding, use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit and any payment received from the exercise of such right shall be credited to the Special Fund.

12. Grant and obtain rights

(a) The right subject to the Government Grant and the prior written approval by a resolution passed by the Owners at an Owners' meeting 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, footbridges, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any Common Areas and Facilities or to grant any similar rights by licence for the benefit of the adjacent land or any adjoining or neighbouring land PROVIDED THAT such right shall not be exercised so as to interfere with the right of any Owner to the exclusive holding, use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit and any receipt from the exercise of such right shall be credited to the Special Fund.

(b) The right subject to the prior written approval by a resolution passed by the Owners at an Owners' meeting convened under this Deed to obtain the grant of any easements, rights of way or any other rights of whatever nature whether

proprietary, contractual or otherwise over or in relation to any adjoining or neighbouring land for the benefit of the Land.

13. Subsequent Phase

To, without prejudice to paragraph 5 of this Part C:

(a) in such manner as the First Owner deems fit:

(i) sub-divide any Subsequent Phase;

(ii) sub-allocate Undivided Shares allocated to any Subsequent Phase under this Deed to different parts of the Subsequent Phase;

(iii) allocate Management Shares to Units in any Subsequent Phase;

(iv) notwithstanding Clause 11.3.2, designate different parts of the Subsequent Phase as Common Areas and Facilities and different categories thereof (including Development Common Areas and Facilities, Residential Common Areas and Facilities, Parking Common Areas and Facilities, Residential Parking Common Areas and Facilities and NIP Common Areas and Facilities);

(v) sell, assign, charge, mortgage or otherwise dispose of or deal with Undivided Shares so sub-allocated owned by the First Owner together with any exclusive right to hold, use, occupy and enjoy a part of any Subsequent Phase; and

(b) enter into a sub-deed of mutual covenant in relation to the Subsequent Phase (in this paragraph 13(b), the "**Subsequent Phase Sub-Deed**") Provided that:

(i) the Director of Lands has given his approval or waived the requirement for his approval of the Subsequent Phase Sub-Deed; and

(ii) the Subsequent Phase Sub-Deed does not conflict with the provisions of this Deed and shall comply with paragraph 18(a)(i) and paragraph 18(a)(ii) of Schedule 8.

PART D - Additional Rights of the Owners of the Non-Industrial Portion

1. Alteration of appearance

Subject to the Government Grant and the law, the right to from time to time:

(a) install, amend and remove any sign, visual display, hoarding, showcase, signboard, bill plate, fascia, poster, advertisement, banner or other similar fixture or fitting (illuminated or otherwise) as the Owner of the Non-Industrial Portion deems fit in any part of the Non-Industrial Portion;

(b) alter any external wall (and external finishes, claddings and features thereon), façade or shopfront forming part of the Non-Industrial Portion as the Owner of the Non-Industrial Portion deems fit; and

(c) adopt and change such design, colour scheme and materials for the shopfront of the Non-Industrial Portion as the Owner of the Non-Industrial Portion deems fit

PROVIDED THAT:

(i) the appearance (including the type, design, style, size, height and material) of the shopfront of the Non-Industrial Portion or any part thereof (and any sign, visual display, hoarding, showcase, signboard, bill plate, fascia, poster, advertisement, banner or other similar fixture or fitting (illuminated or otherwise) if such item forms part of the shopfront) and any such alteration shall be subject to the approval of the Manager which said approval shall not be unreasonably withheld (except where the Owner is the First Owner then such approval of the Manager shall not be required);

(2) such right to install any structure for advertising purposes shall not be exercised so as to causing any damage to any other Unit or the Common Areas and Facilities or any material nuisance to other Owners or occupiers of the Development, and the Owner of the Non-Industrial Portion shall insure such structure for advertising purposes installed against third party risks or liability as the Manager shall reasonably require and be responsible at his own costs and expenses to keep and maintain that structure in good and safe repair condition at all times to the reasonable satisfaction of the Manager; and

(3) such right shall not be exercised so as to interfere with the right of any Owner to the exclusive holding, use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit.

2. Amending Building Plans and other plans

The right subject to obtaining any necessary consent under the Government Grant and the law, and subject to the approval of the First Owner (as long as it remains the beneficial owner of any part of the Land) to alter, amend, vary or add to the Building Plans or any plan or proposal prepared or which requires approval under the Government Grant (including master layout plans, landscaping proposals and car park layout plans) or any law and to carry out works to implement any such alteration, amendment, variation or addition PROVIDED THAT:

(a) such rights may only be exercised in respect of the Non-Industrial Portion or any part thereof;

(b) such right shall not be exercised so as to interfere with the right of any Owner to the exclusive holding, use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit; and

(c) such right shall not be exercised so as to enclose or cover any uncovered area (or any part thereof) forming part of the Non-Industrial Portion (each such uncovered area is shown edged with orange dotted line on the Plans and any Subsequent Phase Sub-Deed Plans (if applicable)).

3. Change of name

The right to subject to the approval of the First Owner (as long as it remains the beneficial owner of any part of the Land), name or change the name of the Non-Industrial Portion or any part thereof at any time and from time to time as the Owner

of the Non-Industrial Portion shall deem fit and to execute any documents in the name of the Owner of the Non-Industrial Portion in connection therewith without the necessity of joining in any other Owner.

4. Change of user

The right to change the user of any part of the Non-Industrial Portion at any time and from time to time as the Owner of the Non-Industrial Portion shall deem fit PROVIDED THAT each necessary consent under the Government Grant or the law has been obtained and THAT such right shall not be exercised so as to interfere with the right of any Owner to the exclusive holding, use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit.

5. Amendments to Government Grant

The right to, subject to the approval of the First Owner (as long as it remains the beneficial owner of any part of the Land) and subject to the prior written approval by a resolution passed by the Owners at an Owners' meeting convened under this Deed, at its own cost and expense apply to, negotiate and agree with the Government to amend, vary or modify any provision in the Government Grant and to obtain any waiver or no-objection from the Government relating to any provision thereof to the extent affecting the Non-Industrial Portion or any part thereof only at any time and from time to time for such purposes and in such manner as the Owner of the Non-Industrial Portion shall deem fit, and to execute any document relating to any such amendment, variation, modification, waiver or no-objection in the name of the Owner of the Non-Industrial Portion without joining in any other Owner and the Manager (and the said amendment, variation, modification, waiver or no-objection and document relating thereto will bind all Owners and the Manager) PROVIDED THAT:

(a) such right shall not be exercised so as to interfere with the right of any Owner to the exclusive holding, use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit; and

(b) the Owner of the Non-Industrial Portion shall be solely responsible for any administrative fee and premium payable in respect of such amendment, variation, modification, waiver or no objection.

SCHEDULE 4
OWNERS' COVENANTS

1. Use and activities

(a) No Owner shall use or permit or suffer any Unit owned by him to be used except in accordance with the Government Grant, this Deed and any law from time to time applicable thereto PROVIDED THAT no Owner shall use or cause or permit any Unit to be used for the purpose of:

(i) pawn shop, mahjong school, funeral parlour, coffin shop, temple (provided that the expression "temple" shall not include any church or chapel), buddhist hall;

(ii) gambling (except any betting or similar activity undertaken or operated by the Hong Kong Jockey Club, or any purpose or other activity related thereto);

(iii) the production, sale, storage, display or viewing of pornographic materials; or

(iv) funeral, burial, cremation or any form of ancestor worship or for the performance of the ceremony known as "Ta Chai (打齋)" or any similar ceremony.

(b) No Owner shall use any Residential Unit for any purpose other than for private residential purpose and in particular no Residential Unit shall be used as a boarding house or for any form of commercial letting or occupancy in bed spaces or cubicles SAVE AND EXCEPT that the First Owner may use any Residential Unit owned by the First Owner as a show flat.

(c) Each Owner shall comply with the terms of this Deed, the Government Grant and all laws applicable to his Unit or the use of or any activity which may from time to time be carried out in or in relation to his Unit.

(d) No Owner shall use or permit or suffer his Unit to be used for any illegal, immoral, noxious or dangerous purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance, annoyance or disturbance to or cause damage to the other Owners and occupiers for the time being of the Development.

(e) No Owner shall make or cause or permit any disturbing noise in his part of the Development or do or cause or permit anything to be done which will interfere with the rights, comfort and convenience of other occupants of the Development.

(f) Subject to any Additional Right, no Owner shall do or permit or suffer to be done any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Development at any time in the course of construction and/or the management and the maintenance of the Development.

(g) No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any Unit any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.

(h) No Owner shall use water closets and other water apparatus in the Development for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for by the Owner or occupier causing the damage.

(i) No Owner shall cause or shall place on any part of the floors of the Development or in any lifts any article, machinery, goods or merchandise which may cause the maximum floor or lift loading-bearing capacity thereof (as specified on such floor or lift) to be exceeded and in the event of breach of this covenant, the Owner in default shall make good any damage caused thereby.

(j) No Owner shall store or permit to be stored in any part of the Development any hazardous, dangerous, combustible or explosive goods or materials PROVIDED THAT:

(i) Owners or occupiers of the Residential Units may store such goods and materials of such nature, in such manner and quantity as may be reasonably required for the purpose of domestic cooking and heating; and

(ii) Owners or occupiers of the Non-Industrial Portion may store such goods and materials of such nature, in such manner and quantity which are reasonable in the ordinary course of the business carried out in the Non-Industrial Portion

IF:

(iii) such storage will not result in a contravention of any law, any policy of insurance taken out by the Manager under this Deed becoming void or voidable or the Manager not being able to take out any insurance under this Deed; and

(iv) any increase in premia for any insurance taken or to be taken out by the Manager under this Deed as a result of such storage is borne by the Owner of the Unit in which such storage takes place.

(k) No Owner shall use any Residential Unit for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier.

(l) Each Owner shall use the refuse collection chamber and refuse collection facilities only for the purposes for which they are designed.

(m) No Owner shall play mahjong in any Unit between midnight and 9 a.m. if any noise so created will be audible in any other Unit.

(n) No Owner shall do or permit or suffer to be done any act or thing whereby any insurance on the Development, Land or Insurance Applicable Areas may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this covenant by any Owner, in addition to any other liability incurred thereby, such Owner shall be liable for the amount of any increase in premium caused by or on account of such breach.

2. Outgoings

(a) Each Owner shall (subject to Clause 5.4.2(e)(i)) pay and discharge all taxes, rates and outgoings payable in respect of his Unit.

(b) Each Owner shall pay the due proportion herein mentioned of all costs, charges and expenses which may be or become payable for or in connection with the management, cleansing, security and maintenance, etc. of the Land, the Development and the Common Areas and Facilities and/or payable by the Owners under the provisions of the Government Grant or this Deed.

3. Sub-division

Subject to any Additional Right:

(a) no Owner shall sub-divide a Residential Unit or a Residential Private Parking Space or any Undivided Shares allocated thereto or the exclusive right to hold use occupy and enjoy thereof; and

(b) no Owner shall partition, sell, assign, mortgage, charge, lease or otherwise deal with any Unit referred to in (a) above separately from other parts or portions thereof.

4. Repair and maintenance

(a) Each Owner shall at his own expense keep and maintain his Unit (including any Non-enclosed Areas and Works and Installations forming part thereof) in good and substantial repair and condition. Without prejudice to the generality of the foregoing, the expenses of keeping in good substantial repair and condition the interior of each Unit and all the fixtures and fittings and all plumbing, cables, wiring, drains and pipes, water tank, air-conditioning system, gas and electricity supply system and all the windows and doors thereof and all installations and facilities serving that Unit exclusively shall be borne by the Owner thereof.

(b) Each Owner shall at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his Unit in good repair and condition and ensure that all possible measures shall be taken in respect thereof to prevent excessive noise, condensation or dripping on to any part of the Development.

5. Alterations and works

(a) An Owner shall not make any structural alteration which will interfere with or affect the rights of other Owners. No provision in this Deed shall operate to prevent an Owner from taking legal action against another Owner in this respect.

(b) In addition to paragraph 5(a) of this Schedule but subject to any Additional Right, an Owner shall not make any structural alteration without first obtaining the consent of the Manager (except where the Owner is the First Owner such consent of the Manager shall not be required).

(c) Each Owner shall:

(i) ensure that works to his Unit will be carried out in accordance with the law, the Government Grant, this Deed and the House Rules and implement any necessary or appropriate safety and protection measures to the satisfaction of the Manager;

(ii) ensure that all debris, surplus materials or other waste or unwanted items arisen from or in connection with any works to his Unit shall be removed from the Land properly and timely in accordance with directions which may be given by the Manager from time to time;

(iii) prior to the commencement of works, pay the decoration deposit (if applicable) as referred to in paragraph 19 of Schedule 6 to the Manager; and

(iv) indemnify the Manager for all costs, expenses or losses which the Manager may incur or suffer as a result of the carrying out of any works to his Unit, or the acts or omissions of the Owner or its employees, agents, contractors or licensees in connection with such works, or the breach of any provision of this paragraph 5(c).

6. Exterior and external appearance

(a) Subject to any Additional Right:

(i) no Owner shall install any window grille in his Residential Unit without obtaining prior written approval of the design of such window grille from the Manager;

(ii) no Owner shall erect, install or otherwise affixed to or project from any part of the Development any signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever extending outside the exterior of any part of the Development or on the external walls of any part of the Development;

(iii) no Owner shall affix or install his own private aerial outside any part of his Unit or erect or place or cause or permit to be erected or placed any satellite dish or antenna on any balcony, utility platform, flat roof, roof and top of stairhood forming part of his Unit;

(iv) no Owner shall erect or build or suffer to be erected or built in, on or upon any balcony, utility platform, flat roof, roof or top of stairhood forming part of any Residential Unit any structure, signs, signboards, notices, advertisements, flags, banners whatsoever either of a permanent or temporary nature;

(v) no Owner shall paint the outside of the Residential Unit, the Development or any part of the Land or do or permit to be done any act or thing (including without limitation the installation or affixing of any structure) which may or will alter the external wall, facade or external appearance of the Residential Unit, the Development or the Land.

(b) Each Owner shall not alter the design and location (as shown in the Building Plans) of any balcony or utility platform forming part of his Residential Unit.

(c) No Owner shall erect, affix, install or attach in or on or at the door or entrance of any part of the Residential Unit any grille or shutter or gate:

(i) without the consent of the Manager;

(ii) which shall in any way contravene the regulations of the Fire Services Ordinance (Cap.95) or other competent authority concerned from time to time in force; or

(iii) which may in any way impede the free and uninterrupted passage over, through and along any of the Common Areas and Facilities by other Owners.

(d) No Owner shall use any balcony, utility platform, flat roof, roof or top of stairhood forming part of his Residential Unit for the drying of laundry above parapet height.

(e) No Owner shall keep, store, hang or exhibit or permit or suffer to be kept, stored, hung or exhibited any utensils or other articles in any balcony, utility platform, flat roof, roof, top of stairhood forming part of his Residential Unit which is unsightly or shall constitute a nuisance to other Owners or occupiers of the Development and the Manager shall have the right to remove such articles without notice at the cost of the offending Owner.

(f) No Owner shall install any air-conditioning or other units through any window or external wall of the Development other than at places designated under the building design of the Development for such purpose and each defaulting Owner concerned shall be responsible for all the charges or expenses for the removal of his air-conditioning units and other things or structures but without prejudice to any other rights and remedies the Manager or other Owners or any other third party may have against him by reason of or as a result of his failure to comply with this covenant.

7. Common Areas and Facilities

(a) No part of the Common Areas and Facilities shall be obstructed nor shall any refuse or other matter or things be placed or left thereon and no Owner shall do or suffer or permit to be done anything in the Common Areas and Facilities as may be or become a nuisance to any other Owners or occupiers of any other part of the Development.

(b) Without prejudice to paragraph 4 of Part A of Schedule 2, no Owner shall use any roof or flat roof forming part of the Common Areas and Facilities except for escape in the event of fire or emergency.

(c) No Owner shall cut, maim, alter, affix, interfere with or in any other way affect any Conduits, valves, lightning conductors, communal television and radio aerial system, satellite and/or cable television system (if any), fixtures or any other installation forming part of the Common Areas and Facilities.

(d) No Owner shall alter the Common Areas and Facilities or do anything which may, in the opinion of the Manager, interfere with or damage the Common Areas and Facilities or adversely affect the normal functioning of the Common Areas and Facilities and shall indemnify the Manager and the other Owners for all losses incurred by the Manager and/or any other Owner as a result of a breach of this covenant including all costs and expenses incurred by the Manager in repairing the damage to or removing the interference with or restoring the normal functioning of those of the Common Areas and Facilities affected by the breach.

(e) No Owner shall make any connection to any communal television, radio aerial system, satellite or cable television system (if any) or other system, equipment, plant, facility or Conduit forming part of the Common Areas and Facilities except with the consent of the Manager and in accordance with the House Rules.

(f) Each Owner shall follow instructions which may from time to time be given by the Manager in relation to refuse collection facilities in the Development.

(g) No Owner shall allow bicycles, baby carriages or similar vehicles in any lift forming part of the Common Areas and Facilities unless the greatest care against damage to the lift is exercised and the same shall not be allowed to obstruct any of the Common Areas and Facilities.

(h) No Owner shall lock the doors or entrances of any flat roof or roof or other areas forming part of Common Areas and Facilities.

(i) Subject to any Additional Right, no Owner shall perform installation or repair works to the electrical wiring in the switch rooms forming part of the Common Areas and Facilities save with the written approval of the Manager and such works shall be carried out by the contractor approved by the Manager at the expense of that Owner in such manner as the Manager shall in its reasonable discretion think fit.

8. Conduits

(a) No Owner of a Unit shall alter, damage or interfere with Conduits which serve another part of the Land.

(b) No Owner shall allow any noxious, dangerous, poisonous, corrosive or objectionable effluent to be discharged into any Conduit of the Land and each Owner shall ensure that discharged effluent will not corrode or be harmful to the flush or drainage system of the Land.

(c) No Owner shall allow sewage or refuse water to flow from the Land onto any adjoining land or to allow any waste to be deposited on the Land and each Owner shall remove all refuse and waste in a proper manner.

(d) No Owner shall do or suffer or permit to be done anything whereby the flush or drainage system of the Development may be clogged or efficient working thereof may be impaired.

9. Pets and animals

(a) No Owner shall keep any pet or animal in any Residential Unit in such a way as to give rise to 3 or more reasonable written complaints from different Owners to the Manager (whose decision on the reasonableness of the complaint shall be final and binding on the Owners) or in any Residential Private Parking Space.

(b) No Owner shall keep any pet or animal in any part of the Non-Industrial Portion save and except in reasonable numbers in the ordinary course of business lawfully carried out thereof.

(c) No Owner shall bring any dog, cat, bird, pet or other animal in the Common Areas and Facilities unless carried or on leash or permit them to foul any Common Areas and Facilities.

10. House Rules

Each Owner shall at all times observe and comply with the House Rules as may be in force from time to time.

11. Gondola, etc

No Owner shall do or permit or suffer to be done any act, deed, matter or thing or place or permit or suffered to be placed by them any items in any balcony, utility platform, flat roof, roof, top of stairhood, planter or parapet (if any and forming part of his Unit) which in any way interferes with or affects or which is likely to interfere with or affect the operation of any building maintenance system including but not limited to any gondola system or davit arm system in the Development at any time.

12. Fire Safety

(a) No Owner shall make any alteration to or interfere with any fire fighting equipment (whether forming part of his Unit or not) or fire services installations (whether forming part of his Unit or not) or suffer to be done anything to such fire fighting equipment or fire services installations which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder. Any permitted alteration to any such fire fighting equipment or fire services installations shall be carried out by the Manager or a registered contractor appointed or nominated or approved by the Manager at the expense of such Owner causing the alteration in accordance with the Fire Service (Installation Contractors) Regulations (Cap.95A) and with the prior approval of the Manager and the Fire Services Department.

(b) Each Owner shall not erect or install any partitioning in a Unit which does not leave clear access for fire exits.

(c) Each Owner shall not do anything which may obstruct any means of fire escape or refuge area in the Development and shall (where necessary) permit Owners, occupiers, licensees and invitees of other parts of the Development to pass and repass through his Unit for the purpose of escaping or seeking refuge in the case of a fire or other emergency.

13. Compliance by tenant, etc.

Each Owner shall take all steps to prevent any tenant, occupier, licensee, invitee and guest of his Unit from doing anything which may interfere with or affect the management of the Land or constitute a breach of the Government Grant, this Deed or the House Rules or may constitute such a breach if that thing is done by the Owner.

SCHEDULE 5

MANAGEMENT EXPENSES AND FINANCIAL MATTERS

PART A – Definitions

The definitions below shall apply to this Schedule.

1. Types of management expenses

(a) "**Development Management Expenses**" means all management expenses which in the reasonable opinion of the Manager (whose decision shall be conclusive save for manifest error) are specifically referable to the Development Common Areas and Facilities or for the common benefit of the Owners, occupiers, licensees or invitees of the Development, or are not included in the other definitions in this paragraph 1.

(b) "**Residential Management Expenses**" means all management expenses which in the reasonable opinion of the Manager (whose decision shall be conclusive save for manifest error) are specifically referable to the Residential Common Areas and Facilities or for the common benefit of the Owners, occupiers, licensees or invitees of Residential Units.

(c) "**Parking Management Expenses**" means all management expenses which in the reasonable opinion of the Manager (whose decision shall be conclusive save for manifest error) are specifically referable to the Parking Common Areas and Facilities or for the common benefit of the Owners, occupiers, licensees or invitees of different Specified Spaces.

(d) "**Residential Parking Management Expenses**" all management expenses which in the reasonable opinion of the Manager (whose decision shall be conclusive save for manifest error) are specifically referable to the Residential Parking Common Areas and Facilities or for the common benefit of the Owners, occupiers, licensees or invitees of different Specified Residential Parking Spaces.

(e) "**NIP Management Expenses**" all management expenses which in the reasonable opinion of the Manager (whose decision shall be conclusive save for manifest error) are specifically referable to the NIP Common Areas and Facilities.

2. Sharing ratio in relation to Parking Management Expenses

(a) "**P1%**" means (A+B) / Z x 100%;

(b) "**R1%**" means (C+D) / Z x 100%;

(c) "**N%**" means (E+F+G) / Z x 100%; and

(d) "**NC%**" means (H+I+J) / Z x 100% where:

A = the total number of Residential Car Parking Spaces in all Completed Phases (each having a gross floor area of 12.5 sq. m.).

B = 0.192 times the total number of Residential Motor Cycle Parking Spaces for parking of motorcycles in all Completed Phases (each having a gross floor area of 2.4 sq. m.).

C = the total number of Visitors' Parking Spaces in all Completed Phases (each having a gross floor area of 12.5 sq. m.).

D = 1.4 times the total number of those Parking Spaces for Disabled Persons (Residential) not sharing any common loading/unloading area with each any other Parking Space for Disabled Persons (Residential) in all Completed Phases plus 1.2 times the total number of those Parking Spaces for Disabled Persons (Residential) in all Completed Phases sharing a common loading/unloading area with another Parking Space for Disabled Persons (Residential). Each Parking Space for Disabled Persons (Residential) has a gross floor area of 17.5 sq. m. inclusive of a loading/unloading area of 5 sq. m.

E = the total number of Non-Industrial Car Parking Spaces in all Completed Phases (each having a gross floor area of 12.5 sq. m.).

F = 0.192 times the total number of Non-Industrial Motor Cycle Parking Spaces in all Completed Phases (each having a gross floor area of 2.4 sq. m.).

G = 1.96 times the total number of parking space in the Public LGV Carpark in all Completed Phases (each having a gross floor area of 24.5 sq. m.).

H = 1.4 times the total number of those Parking Spaces for Disabled Persons (Non-Industrial) not sharing any common loading/unloading area with each any other Parking Space for Disabled Persons (Non-Industrial) in all Completed Phases plus 1.2 times the total number of those Parking Spaces for Disabled Persons (Non-Industrial) in all Completed Phases sharing a common loading/unloading area with another Parking Space for Disabled Persons (Non-Industrial). Each Parking Space for Disabled Persons (Non-Industrial) has a gross floor area of 17.5 sq. m. inclusive of a loading/unloading area of 5 sq. m.

I = 1.96 times the total number of those Non-Industrial Loading and Unloading Space having a gross floor area of 24.5 sq. m. in all Completed Phases (excluding any Non-Industrial Loading and Unloading Space on Ground Floor).

J = 3.08 times the total number of those Non-Industrial Loading and Unloading Space having a gross floor area of 38.5 sq. m. in all Completed Phases (excluding any Non-Industrial Loading and Unloading Space on Ground Floor).

Z = A + B + C + D + E + F + G + H + I + J.

3. Sharing ratio in relation to Residential Parking Management Expenses

(a) "**P2%**" means 100% minus R2%; and

(b) "**R2%**" means (K+L) / (K+L+M+N) x 100% where:

K = the total number of Visitors' Parking Spaces in all Completed Phases (each having a gross floor area of 12.5 sq. m.) (each having a gross floor area of 12.5 sq. m.).

L = 1.4 times the total number of those Parking Spaces for Disabled Persons (Residential) not sharing any common loading/unloading area with each any other Parking Space for Disabled Persons (Residential) in all Completed Phases plus 1.2 times the total number of those Parking Spaces for Disabled Persons (Residential) in all Completed Phases sharing a common loading/unloading area with another Parking Space for Disabled Persons (Residential). Each Parking Space for Disabled Persons (Residential) has a gross floor area of 17.5 sq. m. inclusive of a loading/unloading area of 5 sq. m.

M = the total number of Residential Car Parking Spaces for parking of motor vehicles in all Completed Phases (each having a gross floor area of 12.5 sq. m.).

N = 0.192 times the total number of Residential Motor Cycle Parking Spaces for parking of motorcycles in all Completed Phases (each having a gross floor area of 2.4 sq. m.).

PART B – Percentage specified for remuneration of Manager

10%.

PART C – Items of management expenses

1. The costs and expenses for the maintenance of the Common Areas and Facilities and the lighting and controlling and keeping the same in good repair and condition.

2. The costs and expenses of cultivation, irrigation and maintenance of the planters and landscaped areas in the Common Areas and Facilities.

3. The costs of all electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities and other outgoings of the Common Areas and Facilities (excluding for the avoidance of doubt the Common Utilities Deposits).

4. The costs and expenses of provision of security guard services and other services and personnel for the Development.

5. The costs and expenses of maintaining the foundations, columns and other structure constructed for the support of the Development which form part of the Common Areas and Facilities.

6. The Government Rent (unless apportioned and charged by the Government against each Owner) and all other sums payable under the Government Grant (other than the premium and other sums payable for the grant of the Land by the First Owner (and not its successors and assigns) to the Government under the Government Grant).

7. The remuneration of the Manager calculated in accordance with this Deed for providing its services hereunder.

8. Insurance premia payable for insurances taken out by the Manager in accordance with this Deed.

9. Legal, accounting, surveying and other professional fees incurred by the Manager in carrying out the services provided by this Deed.

10. The costs and expenses for the hiring or otherwise employing vehicles including but not limited to light vans and shuttle bus (if any) and the relevant operating staff, if any, for the general amenity of the Owners, tenants and residents of the Development, together with the charges and expenses in connection with the maintenance of such vehicles.

11. The costs and expenses incurred or to be incurred by the Manager of carrying out all works and maintaining the Conduits whether within or outside the Land that are required to be carried out and/or maintained under the Government Grant.

12. The costs and expenses incurred or to be incurred by the Manager for engaging suitable personnel to carry out all necessary maintenance and other works as required under and in compliance with the Government Grant.

13. Cost of staff including but not limited to salaries, bonuses, fringe benefits, gratuity, medical expenses, provident fund (whether statutory or otherwise), long service payment and other statutory payments under the Employment Ordinance (Cap.57) or other similar ordinances for the staff employed by the Manager for the administration and management of the Land and the Development or reasonably attributable to the management of the Land together with costs of providing all equipment, accommodation, uniforms and materials reasonably incidental thereto.

14. Facilities, office, accountancy, professional, supervisory, clerical, postage, stationery and other sundry expenses incurred by the Manager in respect of the Development.

15. Cost for administrative support attributable solely to the Land and the Development charged by the headquarters office of the Manager.

16. All expenses incurred in relation to the maintenance and works in respect of the Slope Structures (excluding for the avoidance of doubt the expenses for preparing the Slope Maintenance Manual).

17. All expenses in relation to the Off-site Areas (until possession of which is delivered to the Government) under the Government Grant.

18. The costs, charges and expenses incurred or to be incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed.

PART D – Separate budgets and management accounts

1. A "Development Management Budget" which shall cover all Development Management Expenses. A separate management account for Development Common Areas and Facilities and Development Management Expenses.

2. A "Residential Management Budget" which shall cover all Residential Management Expenses. A separate management account for Residential Common Areas and Facilities and Residential Management Expenses.

3. A "Parking Management Budget" which shall cover all Parking Management Expenses. A separate management account for Parking Common Areas and Facilities and Parking Management Expenses.

4. A "Residential Parking Management Budget" which shall cover all Residential Parking Management Expenses. A separate management account for Residential Parking Common Areas and Facilities and Residential Parking Management Expenses.

5. An "NIP Management Budget" which shall cover all NIP Management Expenses. A separate management account for NIP Common Areas and Facilities and NIP Management Expenses.

PART E – Principles in contribution to management expenses

1. Each Owner shall bear a fraction of the Development Management Expenses, such fraction being the number of the Management Shares allocated to his Unit over the total

number of the Management Shares allocated to all the Units, and shall pay in advance on the first day of each calendar month in a Financial Year in respect of his Unit the Monthly Fraction of such fraction.

2. The Owner of a Residential Unit shall in addition to the fraction required under paragraph 1 of this Part E, bear a fraction of:

   (a) the Residential Management Expenses;

   (b) R1% of the Parking Management Expenses; and

   (c) R2% of the Residential Parking Management Expenses,

   such fraction being the number of the Management Shares allocated to his Residential Unit over the total number of the Management Shares allocated to all the Residential Units, and shall pay in advance on the first day of each calendar month in a Financial Year in respect of his Residential Unit the Monthly Fraction of such fraction.

3. The Owner of a Residential Private Parking Space shall in addition to the fraction required under paragraph 1 of this Part E, bear a fraction of:

   (a) P1% of the Parking Management Expenses; and

   (b) P2% of the Residential Parking Management Expenses,

   such fraction being the number of the Management Shares allocated to his Residential Private Parking Space over the total number of the Management Shares allocated to all the Residential Private Parking Spaces, and shall pay in advance on the first day of each calendar month in a Financial Year in respect of his Residential Private Parking Space the Monthly Fraction of each such fraction.

4. The Owner of the Non-Industrial Portion shall in addition to the fraction required under paragraph 1 of this Part E, bear:

   (a) the NIP Management Expenses;

   (b) N% of the Parking Management Expenses; and

   (c) NC% of the Parking Management Expenses

   and shall pay in advance on the first day of each calendar month in a Financial Year in respect of the Non-Industrial Portion the Monthly Fraction of the same.

PART F – Surplus

1. Any part of the surplus determined by the Manager to be attributable to contributions towards the Development Management Expenses (or any estimate thereof) shall be notionally credited to all Units and be taken into account when preparing the future Development Management Budget referred to in Part D of this Schedule or used for covering Development Management Expenses (or any estimate thereof).

2. Any part of the surplus determined by the Manager to be attributable to contributions towards the Residential Management Expenses (or any estimate thereof) shall be

notionally credited to all Residential Units and be taken into account when preparing the future Residential Management Budget referred to in Part D of this Schedule or used for covering Residential Management Expenses (or any estimate thereof).

3. Any part of the surplus determined by the Manager to be attributable to contributions towards the Parking Management Expenses (or any estimate thereof) shall be notionally credited to all Residential Units, Residential Private Parking Spaces and the Non-Industrial Portion and be taken into account when preparing the future Parking Management Budget referred to in Part D of this Schedule or used for covering Parking Management Expenses (or any estimate thereof).

4. Any part of the surplus determined by the Manager to be attributable to contributions towards the Residential Parking Management Expenses (or any estimate thereof) shall be notionally credited to all Residential Units and Residential Private Parking Spaces and be taken into account when preparing the future Residential Parking Management Budget referred to in Part D of this Schedule or used for covering Residential Parking Management Expenses (or any estimate thereof).

5. Any part of the surplus determined by the Manager to be attributable to contributions towards the NIP Management Expenses (or any estimate thereof) shall be notionally credited to the Non-Industrial Portion and be taken into account when preparing the future NIP Management Budget referred to in Part D of this Schedule or used for covering NIP Management Expenses (or any estimate thereof).

PART G – Notional parts of the Special Fund

1. "Special Fund (Residential)": to which contributions to the Special Fund payable by all the Owners of the Residential Units only under this Deed and made by them shall be notionally credited.

2. "Special Fund (Parking)": to which contributions to the Special Fund payable by all the Owners of the Residential Private Parking Spaces only under this Deed and made by them shall be notionally credited.

3. "Special Fund (NIP)": to which contributions to the Special Fund payable by the Owner of the Non-Industrial Portion only under this Deed and made by them shall be notionally credited.

PART H – Application of notional parts of the Special Fund

1. Non-recurrent Expenditure relating to the Development Common Areas and Facilities, or which are for the common benefit of the Owners, occupiers and their bona fide guest, visitors or invitees of the Development or which are for the common benefit of the Development or which is not covered by other paragraphs in this Part, shall be paid out as follows:-

   (a) a fraction of such Non-recurrent Expenditure shall be paid out of the Special Fund (Residential), such fraction being the number of the Management Shares allocated to all the Residential Units over the total number of the Management Shares allocated to the Development;

(b) a fraction of such Non-recurrent Expenditure shall be paid out of the Special Fund (Parking), such fraction being the number of the Management Shares allocated to all the Residential Private Parking Spaces over the total number of the Management Shares allocated to the Development; and

(c) a fraction of such Non-recurrent Expenditure shall be paid out of the Special Fund (NIP), such fraction being the number of the Management Shares allocated to the Non-Industrial Portion over the total number of the Management Shares allocated to the Development.

2. Non-recurrent Expenditure relating to the Residential Common Areas and Facilities, or which are for the common benefit of the Owners, occupiers and their bona fide guests, visitors or invitees of the Residential Units only shall be paid out of the Special Fund (Residential).

3. Non-recurrent Expenditure relating to the Parking Common Areas and Facilities, or which are for the common benefit of the Owners, occupiers and their bona fide guests, visitors or invitees of the Specified Spaces only shall be paid out as follows :-

(a) an amount equal to P1% of such Non-recurrent Expenditure shall be paid out of the Special Fund (Parking);
(b) an amount equal to R1% of such Non-recurrent Expenditure shall be paid out of the Special Fund (Residential);
(c) an amount equal to N% of such Non-recurrent Expenditure shall be paid out of the Special Fund (NIP); and
(d) an amount equal to NC% of such Non-recurrent Expenditure shall be further paid out of the Special Fund (NIP).

4. Non-recurrent Expenditure relating to the Residential Parking Common Areas and Facilities, or which are for the common benefit of the Owners, occupiers and their bona fide guests, visitors or invitees of the Residential Private Parking Spaces (and whether or not also for the common benefit of the occupiers, licensees or invitees of the Residential Common Parking Spaces) only shall be paid out as follows :-

(a) an amount equal to P2% of such Non-recurrent Expenditure shall be paid out of the Special Fund (Parking); and
(b) an amount equal to R2% of such Non-recurrent Expenditure shall be paid out of the Special Fund (Residential).

5. Non-recurrent Expenditure relating to the NIP Common Areas and Facilities shall be paid out of the Special Fund (NIP).

PART I – Credit of amounts received to notional parts of the Special Fund

1. Where the amount is received in relation to the Development Common Areas and Facilities (including any approval or consent given in relation thereto under this Deed or the Ordinance) or in any case which is not covered by other paragraphs in this Part:-

(a) a fraction of the amount shall be credited to the Special Fund (Residential), such fraction being the number of the Management Shares allocated to all the Residential Units over the total number of the Management Shares allocated to the Development;

(b) a fraction of the amount shall be credited to the Special Fund (Parking), such fraction being the number of the Management Shares allocated to all the Residential Private Parking Spaces over the total number of the Management Shares allocated to the Development; and

(c) a fraction of the amount shall be credited to the Special Fund (NIP), such fraction being the number of the Management Shares allocated to the Non-Industrial Portion over the total number of the Management Shares allocated to the Development.

2. Where the amount is received in relation to the Residential Common Areas and Facilities (including any approval or consent given in relation thereto under this Deed or the Ordinance), the amount shall be credited to the Special Fund (Residential).

3. Where the amount is received in relation to the Parking Common Areas and Facilities (including any approval or consent given in relation thereto under this Deed or the Ordinance),

(a) P1% of such amount shall be credited to the Special Fund (Parking);

(b) R1% of such amount shall be credited to the Special Fund (Residential);

(c) N% of such amount shall be credited to the Special Fund (NIP); and

(d) NC% of such amount shall further be credited to the Special Fund (NIP).

4. Where the amount is received in relation to the Residential Parking Common Areas and Facilities (including any approval or consent given in relation thereto under this Deed or the Ordinance),

(a) P2% of such amount shall be credited to the Special Fund (Parking); and

(b) R2% of such amount shall be credited to the Special Fund (Residential).

5. Where the amount is received in relation to the NIP Common Areas and Facilities (including any approval or consent given in relation thereto under this Deed or the Ordinance), the amount shall be credited to the Special Fund (NIP).

6. Where the amount is monies referred to in Clause 7.3.2, Note (1) of Part J of this Schedule shall apply.

PART J – Amounts and natures of different payments, deposits, charges and contributions

payments, deposits, charges and contributions	**amount**	**whether transferrable or refundable (Note (2))**
Security Deposit	3 months' Monthly Management Fees payable for a Unit during the first Financial Year or, in the case of a Unit in a Subsequent Phase, during the first Financial Year in which that Subsequent Phase becomes a Completed Phase	transferable but non-refundable

Advance Payment	2 months' Monthly Management Fees payable for a Unit during the first Financial Year or, in the case of a Unit in a Subsequent Phase, during the first Financial Year in which that Subsequent Phase becomes a Completed Phase	neither transferable nor refundable
Debris Removal Charge (Note (1))	1 month's Monthly Management Fees payable for a Unit during the first Financial Year or, in the case of a Unit in a Subsequent Phase, during the first Financial Year in which that Subsequent Phase becomes a Completed Phase	neither transferable nor refundable
Initial Special Fund Contribution	2 months' Monthly Management Fees payable for a Unit during the first Financial Year or, in the case of a Unit in a Subsequent Phase, during the first Financial Year in which that Subsequent Phase becomes a Completed Phase	neither transferable nor refundable
Common Utilities Deposit	See Note (3).	transferable but non-refundable

Note (1): Debris Removal Charge is payable in respect of the Residential Units only (any Debris Removal Charge paid in respect of a Residential Unit not used to pay for debris collection or removal shall be credited to the Special Fund (Residential)).

Note (2): All payments, deposits, charges and contributions in respect of a Unit which are neither transferable nor refundable (including the Initial Special Fund Contribution) do not exceed in total 5 months' Monthly Management Fees of that Unit.

Note (3): The amount of the Common Utilities Deposit payable in respect of a Unit shall be the aggregate of all due shares of water, electricity, gas and other utilities deposits in respect of different Common Areas and Facilities that the Owner of that Unit should bear. A due share of the water, electricity, gas and other utilities deposits of certain Common Areas and Facilities that the Owner of Unit should bear shall be determined as follows:

(a) Firstly, determine which type of management expenses under paragraph 1 of Part A of this Schedule the deposits shall fall under as if the deposits were a management expense, and accordingly determine which of the separate budgets under Part D of this Schedule the deposits shall fall under.

(b) Secondly, apply the corresponding principle in Part E of this Schedule to that separate budget to determine the amount (if any) that the Owner of that Unit shall bear as if the deposits were an expenditure item under that separate budget. The amount so determined is the due share concerned.

SCHEDULE 6
MANAGER'S POWERS

1. Collection of Money

To demand, collect and receive all amounts payable by the Owners under the provisions of this Deed or any Subsequent Phase Sub-Deed and to take all steps necessary or expedient for this purpose.

2. Insurance

(a) To insure and keep insured the Insurance Applicable Areas and all parts thereof as comprehensively as reasonably possible and in particular to the full new reinstatement value against loss or damage by fire or such other perils as the Manager shall reasonably deem fit (unless otherwise directed by the Owners' Corporation), and to effect insurances against occupiers' liability, public liability and employer's liability in respect of the Manager's employees employed within or exclusively in connection with the management of the Development, workmen compensation or other insurance as the Manager shall deem necessary with some reputable insurance company(ies) in the name of the Manager for and on behalf of the Owners for the time being of the Land and in the Development according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force.

(b) To procure block insurance for the Development as a whole including the Units to their full new reinstatement value against loss or damage by fire or such other perils as the Manager shall reasonably deem fit with some reputable insurance company(ies) in the name of the Manager for and on behalf of the Owners for the time being thereof according to their respective interest in such sum(s) as the Manager may reasonably deem fit and to pay out of the management funds all premia required to keep such insurance policy(ies) in force PROVIDED HOWEVER THAT nothing herein shall oblige the Manager to effect any such insurance on the Units.

3. Common Areas and Facilities

(a) To keep in a clean, tidy, sanitary, appropriately lighted and ventilated and proper working condition and good order and repair the Common Areas and Facilities (including the Works and Installations thereof).

(b) To prevent unauthorized obstruction of the Common Areas and Facilities and to remove and impound any structure, article or thing causing the obstruction.

(c) To prevent any person altering or injuring any Common Areas and Facilities.

(d) To repair, maintain, clean, paint, white-wash, tile or otherwise treat or decorate as appropriate, the structure and fabric of the Development and the external walls, elevations and facade thereof but excluding any thing forming part of a Unit at such intervals as the same may reasonably require to be done.

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

(f) To, subject to Clause 4.11, do all things which the Manager shall in its reasonable discretion deem necessary or desirable for the purposes of maintaining, improving, extending, renewing and replacing all facilities and services in or on the Development for the better enjoyment or use of the Development by its Owners and occupiers and their visitors and licensees.

(g) To keep the lifts forming part of the Common Areas and Facilities in accordance with any laws applicable thereto.

(h) To prevent any person from overloading any floor or lift in the Development.

(i) To enter with or without agents, surveyors, workmen and contractors and with or without vehicles, equipment, plant, materials and machinery upon the Common Areas and Facilities.

(j) To operate the davit arm system and gondola including all jibs, brackets, hinges, posts or other related equipment over any balcony, utility platform, flat roof, roof, top of stairhood or open area of the Units.

4. Prevention of Erosion

To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any part of any Government property or any drains, waterways, watercourses, water mains, roads, footpaths, street furniture, sewers, nullahs, pipes, cables, wires, utility services or other works or installations being in, under, over or adjacent to the Land or any Off-site Areas by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage.

5. Utilities and Conduits

(a) To keep all the Conduits forming part of Common Areas and Facilities free and clear from obstructions.

(b) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Common Areas and Facilities or any part thereof.

(c) To, subject to Clause 4.11.3, maintain and operate or contract for the maintenance and operation of the communal radio, television (whether aerial, satellite or cable), telecommunications system or the like (if any) which serve the Development.

(d) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development.

(e) To construct, lay, maintain, remove and renew drains, flues, pipes, cables, irrigation pipes, chimneys and other installations, fittings, chambers, and other equipment and structures within the Common Areas and Facilities which the Manager shall deem appropriate PROVIDED THAT the exercise of such power shall not interfere with any Owner's exclusive right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit and

shall only be: (i) for the benefit of the Lot; or (ii) for the purpose of supplying or distributing utilities services or other services to or in the Lot.

6. Security

To provide and maintain as the Manager deems reasonably necessary security force, watchmen, porters, caretakers, closed circuit television (CCTV) systems and burglar alarms and other security measures in the Development at all times.

7. Enforcement of Deed

(a) To remove any structure or installation, signboard, advertisement, bracket, fitting, obstruction, device, aerial or anything in or on the Development or any part thereof which is illegal, unauthorized or which contravenes the terms herein contained or any of the provisions of the Government Grant and to demand and recover from the Owner by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any damages caused thereby to the satisfaction of the Manager.

(b) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Land and the Development in any manner in contravention of the Government Grant or this Deed.

(c) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person resident in or occupying or visiting the Development of any provisions of the Government Grant or this Deed.

(d) To enforce the due observance and performance by each Owner or other person resident in or occupying or visiting the Development of the terms and conditions of the Government Grant and this Deed and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned.

(e) To ensure that all the Owners or occupiers of the Units repair and maintain the Units owned or occupied by them or any parts or facilities of, in or on the Land or the Development exclusively serving the Units in a satisfactory manner and if there be any default on the part of any such Owners or occupiers, to put in hand any necessary repair and maintenance and to take all possible steps to recover the cost therefor from the defaulting Owner or occupiers.

(f) To remove any dog, cat, bird, other pet or animal from the Land and the Development if the same has been the cause of any breach of the provisions of this Deed or the House Rules.

8. Lawyers, professional consultants and staff

(a) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of or relates to the Land, the Development or this Deed necessitating professional legal advice and with authority to accept service on behalf of all the Owners of all legal proceedings relating to the Land and the Development (except proceedings relating to the rights or obligations of individual Owners) and, in particular, in all proceedings in which the Government shall be a party and at all times within

7 days of being requested so to do by any competent authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10, rule 1 of the Rules of the High Court (Cap.4A) or otherwise.

(b) To, subject to Clause 4.11 and Clause 4.13, enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants, contractors, agents and sub-managers (including professional property management companies).

(c) To commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Land and the Development or the management thereof.

(d) To recruit and employ such workmen, servants, watchmen, caretakers and other building staff and attendants as may from time to time be necessary to enable the Manager to perform any of its powers and duties in accordance with this Deed on such terms as the Manager shall in its reasonable discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor.

9. Dealings with Government and others

(a) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Land and the Development as a whole or the Common Areas and Facilities with power to bind all the Owners as to any policy adopted or decision reached or action taken in relation to any such dealings PROVIDED THAT where the Owners' Committee shall have been formed, the exercise of such power shall be subject to the approval of the Owners' Committee.

(b) In the event that the Government agrees to take over or resume any Common Areas and Facilities and subject to the prior written approval by a resolution passed by the Owners at an Owners' meeting convened under this Deed, to surrender the same or any part thereof to the Government and the Manager is HEREBY APPOINTED the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose including matters relating to payment of compensation PROVIDED THAT any benefit or monetary compensation so obtained shall be used for the common benefit of all the Owners or the Owners concerned or go into the management funds, as the case may be PROVIDED FURTHER THAT on the incorporation of the Owners' Corporation, the power of attorney hereby granted shall be deemed revoked.

(c) To carry out all works to and maintain such areas, structures, Conduits whether within or outside the Land that are required to be carried out and/or maintained under the Government Grant.

(d) To deal with all enquiries, complaints, reports and correspondence relating to the Development as a whole.

10. Grant and acceptance of leases, rights

(a) Subject to the Government Grant and the prior written approval by a resolution passed by the Owners at an Owners' meeting convened under this Deed, to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land and upon such terms and conditions as the Manager may in its reasonable discretion think fit in respect of any Common Areas and Facilities and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT the exercise of such power shall not interfere with any Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit and any receipt from the exercise of such right shall be credited to the Special Fund.

(b) Without prejudice to paragraph 5(e) of this Schedule and subject to the prior written approval by a resolution passed by the Owners at an Owners' meeting convened under this Deed, to grant easements, quasi-easements, rights of way, rights, privileges and licences to and to enter into such arrangements and agreements with owners and occupiers of land adjoining the Land and upon such terms and conditions in respect of any Common Areas and Facilities as the Manager may in its reasonable discretion think fit PROVIDED THAT any such easements, quasi-easements, rights of way, rights, privileges and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit and any benefit concession or compensation whether monetary or otherwise acquired shall accrue to all the Owners or the Owners concerned or go into the Special Fund.

(c) Subject to the prior written approval of the Owners' Committee, to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Owners' Committee may approve fit PROVIDED THAT such use shall not be in breach of the Government Grant and this Deed and shall not interfere with any Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit and all income arising therefrom shall be credited to the Special Fund.

11. <u>House Rules</u>

(a) The Manager may from time to time make or amend House Rules and the Manager may make House Rules before the formation of an Owners' Committee. Amendments to the House Rules may be made by the Manager with the approval of the Owners' Committee (if any). The House Rules and any amendments thereto shall not be inconsistent with or contravene this Deed, the Ordinance or the conditions of the Government Grant.

(b) The purpose of the House Rules may include the following:

(i) to better manage the Development;

(ii) to regulate the use and to protect the Common Areas and Facilities, including to regulate the conduct and activities of the users, occupiers and visitors of the Common Areas and Facilities and to provide for payment of charges;

(iii) to regulate the fitting out, decoration and renovation of the Units; and

(iv) to protect the environment of the Development and to implement noise abatement, waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.

12. Meetings of Owners

To convene such meetings of the Owners as may be necessary or requisite and to act as secretary to keep the minutes of such meetings.

13. Works and Installations

(a) To engage (and for the avoidance of doubt, the Owners' Corporation shall have the same authority to engage) suitable qualified personnel to inspect, maintain in good substantial repair and condition and carry out all necessary works for the maintenance of the Works and Installations in accordance with the provisions of this Deed.

(b) To register Schedule 9 or the schedule of Works and Installations under any Subsequent Phase Sub-Deed as revised under Clause 12.2.6 at the Land Registry as soon as practicable after its approval by a resolution of the Owners at an Owners' meeting convened under this Deed.

14. Refuse collection and Environmental matters

(a) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Development at such regular intervals and to provide and maintain either on or off the Development refuse collection facilities.

(b) To prevent refuse from being deposited on any Common Areas and Facilities not designated for refuse collection and to remove all refuse therefrom.

(c) To:

(i) provide appropriate and sufficient waste separation and recovery facilities including but not limited to waste separation bins at such locations within the Common Areas and Facilities as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development and to 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;

(ii) ensure that recyclable materials recovered from the facilities or through the regular cleaning process shall be properly collected, stored, and sent for recycling; and

(iii) maintain the facilities in an environmentally acceptable and hygienic manner and to avoid creating nuisance to the Owners and occupiers of the Development.

(d) To organize any activities as the Manager may consider appropriate on a regular basis to promote the environmental awareness of the Owners and occupiers of the Development and the Manager shall encourage them to

participate in such activities with a view to improving the environmental conditions of the Development.

(e) To do such things and take such steps as required in compliance with any applicable provisions of the Buildings Energy Efficiency Ordinance (Cap.610) in respect of the Common Areas and Facilities, including, but not limited to, ensuring that at all times any Certificate of Compliance Registration issued in respect of the Development is in force in respect of the Development and that the central building services installation within the meaning of the said Ordinance are maintained to a standard not lower than that applied in the Certificate of Compliance Registration (if any) issued in respect of the Development and obtaining the Form of Compliance where major retrofitting works (as defined in the said Ordinance) are carried out under section 17 of the said Ordinance and maintaining the installation concerned to a standard not lower than that applied in the Form of Compliance and taking such measures as required in compliance with any improvement notice issued under section 26 of the said Ordinance. "Certificate of Compliance Registration" and "Form of Compliance" in this paragraph 14(e) shall be as defined in the Buildings Energy Efficiency Ordinance (Cap.610).

15. Fire safety

To provide and maintain fire fighting equipment and installations and fire alarms and comply with any laws applicable thereto and all requirements of the Fire Services Department and generally so far as may be possible maintain the Development safe from fire at all times and provide an access for fire appliances and fire personnel to the Land and the Development and permit an access thereof for such purposes and at such time or times as the Director of Fire Services may require and maintain the said access to the satisfaction of the Director of Fire Services.

16. Consent

Subject as otherwise provided in this Deed and subject to Clause 4.14 to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed and to impose conditions or additional conditions for processing and issuing such consent or approval and the giving or withholding (which is not unreasonable) by the Manager of such consent or approval shall be final and conclusive and binding on the Owners.

17. Entry

To enter with or without agents, surveyors, workmen and contractors and with or without vehicles, equipment, plant, materials and machinery at all reasonable times on reasonable notice (except in case of emergency) upon any Unit of any Owner to access any Common Areas and Facilities (if such access cannot practically be obtained without such entry) or to exercise or carry out any of the duties or powers of the Manager under this Deed or for the purpose of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners PROVIDED THAT the Manager shall repair (at his own costs and expense) any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager, its employees, contractors etc. in respect of such entry and the Manager shall cause as little disturbance as reasonably possible.

18. Parking

(a) To manage, maintain and control the vehicles traffic on the Land and in the Development and to remove or impound any cars, pedal bicycles, motorcycles and other vehicles or things parked in any area not reserved for parking of any of them or which shall cause or be an obstruction to any Common Areas and Facilities and to remove or impound any vehicles parked in any parking space or loading and unloading space in the Common Areas and Facilities without the consent of the Manager or the Owner or lawful occupier thereof (as the case may be) and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use thereof and to impose and recover charges or penalties for such removal or impoundment and to exercise a lien on the vehicle concerned for such charges and penalties and the Manager shall in no way be responsible or accountable for any damage caused to such vehicle arising out of such removal or lien and, if the Manager shall deem fit for the purpose of controlling the traffic on the Land and in the Development, to exercise the powers under the Road Traffic (Parking on Private Roads) Regulations (Cap.374O) in relation to any private road on the Land and the Development as owner or authorized officer thereof.

(b) To ban vehicles or any particular category of vehicles from the Land or any particular parts thereof either generally or during certain hours of the day or night PROVIDED ALWAYS THAT the right of the Owners to the proper holding, use, occupation and enjoyment of the Residential Private Parking Spaces provided in the Development in accordance with the provisions of the Government Grant and this Deed shall not be affected.

(c) To remove or impound any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or whose owner has defaulted in paying parking fees (if any) and any damage caused to such vehicles during or as a consequence of such removal or impoundment shall be the sole responsibility of the owner thereof.

(d) To impose charges for any such removal or impoundment and recover such penalties on default in payment of parking fees or such removal or impoundment charges and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees.

19. Decoration deposits and charging of fees, etc.

(a) If any works are to be carried out to a Residential Unit, to obtain from its Owner a refundable decoration deposit of such amount as may from time to time be stipulated in the House Rules.

(b) Without prejudice to other rights and remedies of the Manager, to deduct from the aforesaid decoration deposit any amount which an Owner is liable to pay to or indemnify the Manager under paragraph 5(c)(iv) of Schedule 4 and to refund to the Owner concerned the balance (if any) of the decoration deposit without interest.

(c) To charge the Owners a reasonable amount for the temporary use of electricity, water or other utilities supplied by the Manager.

20. Festive decorations

To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development as the Manager shall in its reasonable discretion consider desirable.

21. Matters outside boundary

To carry out and perform, in relation to the Off-site Areas (to the extent that the same has not been re-delivered to the Government in accordance with the Government Grant), all acts, activities and works required by the Government Grant, the law or insurers of insurance taken out in relation thereto, or which are deemed appropriate by the Manager for performing and complying with the provisions of the Government Grant, the law or those insurers in relation to the same.

22. Sub-deed of mutual covenant

To act as manager under any Subsequent Phase Sub-Deed or any sub-deed of mutual covenant for any part of the Development (if so appointed) and exercise all powers and perform all duties thereunder.

23. Others

To do all such other things as are reasonably incidental to the management of the Land and the Development as well as the exercise and discharge of the Manager's powers and duties hereunder.

SCHEDULE 7
OWNERS' COMMITTEE

PART A - Composition

1. The Owners' Committee shall consist of up to 7 members, consisting of a chairman, a secretary and up to 5 other members and:

   (a) the Owners of the Residential Units are entitled to elect up to 5 members (the election, removal and replacement of such members shall be carried out in accordance with Part B and Part C of this Schedule);

   (b) the Owners of the Residential Private Parking Spaces are entitled to elect up to 1 member (the election, removal and replacement of such members shall be carried out in accordance with Part B and Part C of this Schedule);

   (c) the Owner of the Non-Industrial Portion is entitled to appoint up to 1 member (the appointment, removal and replacement of such member shall be carried out in accordance with Part B and Part C of this Schedule); and

   (d) the chairman of the Owners' Committee shall be such member of the Owners' Committee elected by the members of the Owners' Committee among themselves as the chairman.

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

   (a) any Owner in a Completed Phase and, in the event of an Owner in a Completed Phase being a corporate body, any representative appointed by such Owner (the appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing being given to the Owners' Committee); and

   (b) where a Unit in a Completed Phase is co-owned by more than one individual Owner, any one but not the other(s) of them.

3. If an Owner owns more than one Unit in a Completed Phase, he shall be entitled to propose more than one candidate (but limited to one candidate for each Unit) to be eligible for election as Owners' Committee members.

PART B - Formation

1. In the first or alternate annual general meeting of Owners concerned, for the purpose of electing a member of the Owners' Committee referred to in paragraph 1(a) of Part A of this Schedule:

   (a) an Owner of a Residential Unit in a Completed Phase shall have one vote in respect of each Undivided Share allocated to that Residential Unit; and

   (b) subject to (a) above, Clauses 9.3.7 and 9.3.8 shall apply, mutatis mutandis.

2. In the first or alternate annual general meeting of Owners concerned, for the purpose of electing a member of the Owners' Committee referred to in paragraph 1(b) of Part A of this Schedule:

(a) an Owner of a Residential Private Parking Space in a Completed Phase shall have one vote in respect of each Undivided Share allocated to that Residential Private Parking Space; and

(b) subject to (a) above, Clauses 9.3.7 and 9.3.8 shall apply, mutatis mutandis.

3. The Owner of the Non-Industrial Portion may appoint the member of the Owners' Committee referred to in paragraph 1(c) of Part A of this Schedule by notice in writing to the Manager and the Owners' Committee (if formed).

4. When electing any member of the Owners' Committee in a meeting of Owners, Undivided Shares in the Subsequent Phase which is then not a Completed Phase shall not carry any voting rights.

PART C – Removal and replacement

1. (a) An extraordinary meeting of the Owners of the Residential Units in Completed Phase(s) may be convened to:

(i) remove from office any member of the Owners' Committee referred to in paragraph 1(a) of Part A of this Schedule; and/or

(ii) elect a new member of the Owners' Committee to replace any member of the Owners' Committee referred to in paragraph 1(a) of Part A of this Schedule who ceased to hold office under any event mentioned in Clause 10.1.2(b) or has been removed under (i) above.

(b) Clause 9.3 shall apply to such a meeting with the following modifications:

(i) a reference to "Owner" therein shall be deemed to be a reference to "Owner of Residential Unit in a Completed Phase";

(ii) a reference to "Owners" therein shall be deemed to be a reference to "Owners of the Residential Units in the Completed Phase(s)";

(iii) the reference to "total number of Undivided Shares into which the Development is divided" therein shall be deemed to be a reference to "total number of Undivided Shares allocated to the Residential Units in the Completed Phase(s)";

(iv) a reference to "Undivided Share" therein shall be deemed to be a reference to "Undivided Share allocated to a Residential Unit in a Completed Phase"; and

(v) a reference to "Undivided Shares" therein shall be deemed to be a reference to "Undivided Shares allocated to the Residential Units in the Completed Phase(s)".

2. (a) An extraordinary meeting of the Owners of the Residential Private Parking Spaces in Completed Phase(s) may be convened to:

(i) remove from office any member of the Owners' Committee referred to in paragraph 1(b) of Part A of this Schedule; and/or

(ii) elect a new member of the Owners' Committee to replace any member of the Owners' Committee referred to in paragraph 1(b) of Part A of this Schedule who ceased to hold office under any event mentioned in Clause 10.1.2(b) or has been removed under (i) above.

(b) Clause 9.3 shall apply to such a meeting with the following modifications:

(i) a reference to "Owner" therein shall be deemed to be a reference to "Owner of Residential Private Parking Space in a Completed Phase";

(ii) a reference to "Owners" therein shall be deemed to be a reference to "Owners of the Residential Private Parking Spaces in Completed Phase(s)";

(iii) the reference to "total number of Undivided Shares into which the Development is divided" therein shall be deemed to be a reference to "total number of Undivided Shares allocated to the Residential Private Parking Spaces in the Completed Phase(s)";

(iv) a reference to "Undivided Share" therein shall be deemed to be a reference to "Undivided Share allocated to a Residential Private Parking Space in a Completed Phase"; and

(v) a reference to "Undivided Shares" therein shall be deemed to be a reference to "Undivided Shares allocated to the Residential Private Parking Spaces in the Completed Phase(s)".

3. (a) The Owner of the Non-Industrial Portion may:

(i) terminate the appointment of the member of the Owners' Committee referred to in paragraph 1(c) of Part A of this Schedule by notice in writing to the Manager and the Owners' Committee (if formed); and

(ii) appoint a new member of the Owners' Committee to replace the member of the Owners' Committee referred to in paragraph 1(c) of Part A of this Schedule who ceased to hold office under any event mentioned in Clause 10.1.2(b) or has been removed under (i) above.

(b) The member of the Owners' Committee referred to in paragraph 1(c) of Part A of this Schedule shall be deemed to be removed from office if the Owner of the Non-Industrial Portion appointing him ceases to be the Owner of any part of the Non-Industrial Portion.

SCHEDULE 8

GREEN AND INNOVATIVE FEATURES AND OTHER FEATURES

1. Non-enclosed Areas

(a) The Non-enclosed Areas must not be enclosed above safe parapet height other than as under the Building Plans.

(b) The Owner of a Residential Unit shall at his own costs and expenses keep the Non-enclosed Areas forming part of his Residential Unit in good and substantial repair and condition.

(c) A balcony and utility platform forming part of a Residential Unit may only be used as a balcony and utility platform of that Residential Unit respectively.

2. Wider Common Corridors and Lift Lobbies

The Wider Common Corridors and Lift Lobbies may only be used as common corridors and lift lobbies for circulation purpose.

3. Mail Delivery Rooms with Mailboxes

The Mail Delivery Rooms with Mailboxes may only be used as mail delivery rooms with mailboxes of the Development.

4. Covered Landscaped and Play Area

The Covered Landscaped and Play Area may only be used as covered landscaped and play area of the Development.

5. Management office, etc.

The caretakers' counters and caretakers' office of the Development (which are for identification purpose respectively marked with a label containing "CARETAKER" and "CARETAKERS' OFFICE" on the Plans and Subsequent Phase Sub-Deed Plans) shall be used only as caretakers' counters and caretakers' office of the Development respectively.

6. Fire Safety

(a) In this paragraph 6:

(i) "**FSMP (Open Kitchen)**" means the "Fire Safety Management Plan for Open Kitchen Design" relating to the Development, and any addition or variation thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department or any other relevant Government authority;

(ii) "**FSMP (Forecourt Atrium)**" means the "Fire Safety Management Plan for Forecourt Atrium" relating to the Development, and any addition or variation thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department or any other relevant Government authority;

(iii) "**FSMP (Basement Smoke Extraction)**" means the "Fire Safety Management Plan for the 4-Level Basement with Alternative Solutions of Smoke Extraction System" relating to the Development, and any addition or variation thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department or any other relevant Government authority; and

(iv) "**FSMP**" means any of the above.

(b) The Manager shall observe and comply with each FSMP. The Manager shall implement each FSMP and shall carry out the duties as stipulated in each FSMP.

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

(d) <u>FSMP (Open Kitchen)</u>

(i) Addressable smoke detectors provided inside the Residential Units with open kitchens and at typical lobbies outside those Residential Units shall not be removed, tempered or obstructed.

(ii) Sprinkler head provided inside ceiling void and at the ceiling immediately above the open kitchen (if any) in a Residential Unit shall not be removed, tampered or obstructed.

(iii) The full height wall having a fire resistance rating of not less than -/30/30 adjacent to the Residential Unit exit door shall not be removed, tampered or obstructed.

(iv) The fire services installation mentioned herein shall be subject to annual check conducted by the Manager's registered fire service installation contractor at the cost of the Owner concerned.

(v) The Manager shall assist the Owners of Residential Units to carry out annual maintenance of the fire service installations and submit the maintenance certificate (Form FS 251) to the Fire Services Department at the cost of the Owner concerned. The Owners of the Residential Units shall allow access for the Manager's registered fire services installation contractor to carry out annual check and maintenance.

(vi) Appointed registered fire services installation contractor shall be responsible for the maintenance and inspection work of the fire safety provisions with corresponding maintenance procedures, and submit the maintenance certificate renewal (Form FS 251) to Fire Services Department as per requirements. The Manager shall ensure the re-installation of smoke detector inside open kitchen (if any) in a Residential Unit after a fire alarm is conducted by the registered fire services installation contractor.

(vii) Each Owner shall observe and comply with FSMP (Open Kitchen).

(e) <u>FSMP (Forecourt Atrium)</u>

(i) The total volume of fire compartment of forecourt atrium of the Non-Industrial Portion (the "**Forecourt Atrium**") should not exceed 88,000m^3.

(ii) Forecourt Atrium should only connect G/F to 3/F of the Development.

(iii) The maximum height of Forecourt Atrium should not exceed 24 m.

(iv) Forecourt Atrium is a single fire compartment of 2 hours fire resistance rating. Roof of Forecourt Atrium is also provided with 2 hours fire resistance rating.

(v) The horizontal maximum smoke travel distance from any point in the atrium to the static smoke vent is 39m.

(vi) The maximum headroom of low headroom area located at the floor slabs of 1/F and 2/F of the Development is 11.2m.

(vii) Doors/ vents for make-up air supply of the static smoke vents should be fail-to-open provision upon the failure of power.

(viii) No decoration would be on tree in Forecourt Atrium except decoration made of non-combustible.

(ix) Audio/ Visual Advisory System (AVAS) shall be provided in Forecourt Atrium.

(x) The usage of Forecourt Atrium shall be as follows: -

- Circulation
- Ad hoc trading or exhibition space
- Live vegetation
- Retails

The maximum fire size in Forecourt Atrium shall not exceed the design fire size of 5MW adopted in the fire engineering study.

(xi) The following FSI related to fire engineering design shall be provided:

(1) <u>Flame Detectors</u>
   a. Flame detectors within Forecourt Atrium at high levels
      i. Protection area: Areas under main roofs of Forecourt Atrium
   b. Flame detectors in long throw sprinkler protection area
      i. Protection area: Trees Area on G/F of the Development

(2) <u>Multi-sensor (heat and smoke) detectors</u>
   - Protection area: Existing heritage buildings

(3) <u>Aspirating Smoke Detection System</u>
   - Protection area: Areas under main roofs of Forecourt Atrium
   - Detection distance: Maximum horizontal distance between any one of air sampling points to the axis of fire is 4.3m

(4) Sprinkler System

Forecourt Atrium is fully protected by sprinkler system. The sprinkler-controlled fire size shall be within 2.5MW in all areas of Forecourt Atrium.

- Open type ceiling sprinklers
  - Protection area: Areas under main roofs of Forecourt Atrium
  - Sprinkler water pumps and water tank shall be designed with adequate capacity to handle a 3 zones boundary fire scenario
- Long Throw sprinklers
  - Protection area: Trees Area on G/F of the Development
- Exposed type fast response sprinkler
  - Protected area: Existing heritage buildings/ Retail units/ Low headroom area
  - Close-spacing sprinkler layout with maximum distance between a sprinkler to the axis of fire is 2.2m

(5) Static smoke extraction system and fire shutters in Forecourt Atrium

- Protected area: Entire Forecourt Atrium area
- 200m^2 aerodynamic free area of static smoke vents to be provided
- 100m^2 aerodynamic free area of make-up air inlets to be provided
- Locations of static smoke vents and make-up air inlets have to make reference to Figure H
- The designated doors on G/F for make-up air supply can be open automatically for 24 hours every day and 7 days per week

(6) Audio/ Visual Advisory System

- Protected area: Entire Forecourt Atrium area

(xii) The distance between static smoke vent and occupied area should be at least 5m.

(xiii) a) Designed smoke clear height is at least 2.5m above floor levels of areas within Forecourt Atrium. Refer to relevant part of the relevant fire engineering report. b) Smoke clear height would be maintained at least 15m above the FFL of G/F in the scenario of fire located at the point with highest headroom (refer to relevant part of the relevant fire engineering report) in Forecourt Atrium.

(xiv) "No smoking" policy shall be enforced in Forecourt Atrium.

(xv) The Owner of the Non-Industrial Portion shall observe and comply with FSMP (Forecourt Atrium).

(f) FSMP (Basement Smoke Extraction)

(i) Passenger lift lobbies (indicated in the relevant part of the relevant fire safety study report)

The following fire safety provisions and measures shall be provided/ adopted:

- Automatic sprinkler system with exposed type fast response sprinkler and close-spacing sprinkler layout with maximum horizontal distance between a sprinkler to the axis of fire is 2.2m (e.g. a 3m x 3m array)
- Fire detection and alarm system
- Emergency lighting
- Portable fire extinguisher
- CCTV system to monitor the fire safety status of the lobbies as a further enhancement (non-fire services installation)

(ii) electrical and mechanical plantrooms with compartment volume $\leq$ 42.5m^3 (indicated in relevant parts of the relevant fire safety study report)

The following fire safety provisions shall be provided:

- Alternative provision in lieu of the code compliant smoke extraction system
  - Fixed sprayer unit
- Other fire services installation provision as required by Fire Service Installations and Equipment Code of Practice
  - Fire detection and alarm system
  - Emergency light
  - Portable fire extinguisher

(iii) The Owner of the Non-Industrial Portion shall observe and comply with FSMP (Basement Smoke Extraction).

7. Transformer Room Facilities

The Manager shall repair, maintain and reinstate the Transformer Room Facilities throughout the term of the Government Grant.

8. Temporary noise abatement and dust protection measures

The First Owner shall provide, at its own expense, temporary noise abatement and dust protection measures within the Development in relation to the Units in the completed Phase(s) so as to minimize inconvenience to the Owners and occupiers of such Units arising from the continuing construction of the uncompleted Phase(s) on the Land.

9. Traffic management plan

The "TMP" referred to in the Letter of Undertaking to The Transport Department registered at the Land Registry with Memorial No.25081100570039 shall be

implemented by the Owner of the Non-Industrial Portion and the Manager in accordance with such details as set out in that undertaking.

10. Public Open Space

The Residential Owners will not be liable to contribute to the costs of management and maintenance of the Public Open Space and that such costs shall be borne by and apportioned between the Owners of the Development other than the Residential Owners. "**Residential Owners**" for the purpose of this paragraph 10 means the Owners of the Residential Units and the Owners of the Residential Private Parking Spaces.

11. Pedestrian Link 1 and Pedestrian Link 2

(a) The Owner of the Non-Industrial Portion (including the First Owner when it is the Owner of the Non-Industrial Portion) shall comply with the Government Grant provisions relating to the Pedestrian Link 1 (including Special Condition No.(36)(b) and Special Condition No.(36)(c) of the Government Grant).

(b) The Owner of the Non-Industrial Portion (including the First Owner when it is the Owner of the Non-Industrial Portion) shall comply with the Government Grant provisions relating to the Pedestrian Link 2 (including Special Condition No.(69)(b) and Special Condition No.(69)(c) of the Government Grant).

12. Pedestrian Subway

The Owner of the Non-Industrial Portion (including the First Owner when it is the Owner of the Non-Industrial Portion) shall comply with the Government Grant provisions relating to the Pedestrian Subway (including Special Condition No.(33)(c) and Special Condition No.(33)(d) of the Government Grant).

13. New Pedestrian Subway Opening and Connection

The Owner of the Non-Industrial Portion (including the First Owner when it is the Owner of the Non-Industrial Portion) shall comply with the Government Grant provisions relating to the New Pedestrian Subway Opening and Connection (including Special Condition No.(68)(b) of the Government Grant).

14. The Covered Footbridge 1

The Owner of the Non-Industrial Portion (including the First Owner when it is the Owner of the Non-Industrial Portion) shall comply with the Government Grant provisions relating to "the Covered Footbridge 1" defined in Special Condition No.(34)(a)(i) of the Government Grant (including Special Condition No. (34)(b), Special Condition No. (34)(c), Special Condition No. (34)(d), Special Condition No. (34)(e), Special Condition No. (34)(f), Special Condition No. (34)(g) and Special Condition No. (34)(i) of the Government Grant).

15. Concealed drainage pipes

(a) The Manager shall provide a suitable CCTV imaging device and trained personnel to operate the device, or secure a contract with a service provider for conducting inspection of the concealed drainage pipes by a suitable CCTV imaging device.

(b) The Manager shall carry out regular inspection of the pipework concerned on a specified interval as proposed by the Authorized Person to alert any early signs of water leakage and pipe joints/pipe brackets conditions.

16. Covered walkway

The covered walkway (marked "COVERED WALKWAY" on the Plans) may only be used as covered walkway for circulation purpose.

17. Areas of void

The area of void in a Residential Unit which is a duplex flat shall be kept as an area of void and shall not be decked over.

18. Non-Industrial Portion

(a) The First Owner shall ensure that:

(i) the aggregate number of Undivided Shares allocated to the Non-Industrial Portion under this Deed and the Subsequent Phase Sub-Deeds (if applicable) shall adhere to the Approved Deed Poll; and

(ii) the delineation of the Non-Industrial Portion under this Deed and the Subsequent Phase Sub-Deeds (if applicable) shall adhere to the Approved Deed Poll.

(b) For the purpose of this paragraph 18, "**Approved Deed Poll**" means "the Approved Deed Poll" referred to in Special Condition No.(70)(c)(ii) of the Government Grant, i.e. the Deed Poll dated 23 September 2026 and registered at the Land Registry with Memorial No.26092302230011 as amended or substituted from time to time in accordance with the Government Grant.

SCHEDULE 9
PHASE 1 WORKS AND INSTALLATIONS

The following are the items of the Phase 1 Works and Installations (whether forming part of the Common Areas and Facilities or not):-

(a) structural elements;
(b) external walls finishes and roofing materials;
(c) fire safety elements;
(d) the Slope Structures (if applicable);
(e) plumbing system;
(f) drainage system;
(g) fire services installations and equipment;
(h) electrical wiring system;
(i) lift installations (if applicable);
(j) gas supply system;
(k) windows installation;
(l) central air-conditioning system; and
(m) gondola system.

SCHEDULE 10
PROCUREMENT OF SUPPLIES, GOODS OR SERVICES

Division 1 — Keeping of and Permitting Inspection of Procurement Documents

1. Keeping of procurement documents

(a) This paragraph applies if there is no Owners' Corporation.

(b) If a contract is entered into for the procurement of any supplies, goods or services required by the Owners in the performance of a function under this Deed or the Ordinance, the Manager must, during the period of 6 years after the date on which the contract is entered into, keep all the procurement documents.

(c) In subparagraph (b):

"procurement document", in relation to the procurement of any supplies, goods or services—

(i) means a document:

(1) that contains information that enables a person who inspects it to (whether with or without any other document) readily verify the financial liability incurred by the Owners for the procurement; or

(2) that otherwise relates to the procurement,

such as a tender document, copy of contract, statement of account and invoice; and

(ii) does not include a declaration made under Division 4 of this Schedule.

2. Permitting inspection of procurement documents

(a) The Manager must, at the written request of not less than 5% of the Owners, permit any of those Owners or any person appointed by those Owners to inspect, at any reasonable time, any document kept by the Manager under paragraph 1(b).

(b) Subject to subparagraph (d), if a person who is permitted under subparagraph (a) to inspect any document ("requester") requests, in writing, the Manager to supply the requester with a copy of the document, the Manager must supply the requester with the copy within 28 days after the date on which the request is made.

(c) The Manager:

(i) may impose a reasonable copying charge for supplying the requester with the copy in hard copy form; and

(ii) must not impose any charge for supplying the requester with the copy in electronic form.

(d) If:

(i) the request mentioned in subparagraph (b) is a request for a copy in hard copy form; and

(ii) the Manager imposes under subparagraph (c)(i) a copying charge for supplying the requester with the copy,

the Manager is not required to comply with the request unless the requester pays the charge.

Division 2 — Specific Requirements for Certain Types of Procurement

3. Type 1 high-value procurement

(a) The Manager must not enter into any contract for any type 1 high-value procurement unless:

(i) the procurement complies with any Code of Practice concerning the procurement; and

(ii) the procurement is conducted by an invitation to tender.

(b) Moreover, if there is no Owners' Corporation:

(i) the requirements for tendering specified in Division 3 of this Schedule must be complied with in relation to the procurement; and

(ii) the requirements relating to declarations specified in Subdivision 1 of Division 4 of this Schedule must be complied with in relation to the procurement.

(c) However, subparagraphs (a)(ii) and (b)(i) do not apply in relation to the procurement if:

(i) the supplies, goods or services to which the procurement relates ("target supplies, goods or services") are of the same type as any supplies, goods or services that are for the time being supplied by a supplier for the Development; and

(ii) it is decided by:

(1) in the case of subparagraph (a)(ii):

(A) if there is an Owner's Corporation — a corporation resolution; or

(B) if there is no Owner's Corporation — an owners resolution; or

(2) in the case of subparagraph (b)(i) — an owners resolution,

that the target supplies, goods or services must be procured from that supplier on the terms and conditions that are specified in the resolution, instead of by an invitation to tender.

4. Type 2 high-value procurement

(a) The Manager must not enter into any contract for any type 2 high-value procurement unless:

(i) the procurement complies with any Code of Practice concerning the procurement;

(ii) the procurement is conducted by an invitation to tender;

(iii) for every tender submitted for the procurement, whether it is accepted or not is decided by:

(1) if there is an Owners' Corporation — a corporation resolution; or

(2) if there is no Owners' Corporation — an owners resolution; and

(iv) the contract is entered into with the tenderer whose tender is accepted as decided in the way mentioned in sub-subparagraph (iii).

(b) Moreover, if there is no Owners' Corporation:

(i) the requirements for tendering specified in Division 3 of this Schedule must be complied with in relation to the procurement; and

(ii) the requirements relating to declarations specified in Subdivision 1 of Division 4 of this Schedule must be complied with in relation to the procurement.

(c) However, subparagraphs (a)(ii), (iii) and (iv) and (b)(i) do not apply in relation to the procurement if:

(i) the supplies, goods or services to which the procurement relates ("target supplies, goods or services") are of the same type as any supplies, goods or services that are for the time being supplied by a supplier for the Development; and

(ii) it is decided by:

(1) in the case of subparagraph (a)(ii), (iii) or (iv):

(A) if there is an Owners' Corporation — a corporation resolution; or

(B) if there is no Owners' Corporation — an owners resolution; or

(2) in the case of subparagraph (b)(i)—an owners resolution,

that the target supplies, goods or services must be procured from that supplier on the terms and conditions that are specified in the resolution, instead of by an invitation to tender.

(d) Despite anything to the contrary in a contract entered into for any type 2 high-value procurement, the Manager must not vary or terminate the contract unless the contract is varied or terminated in accordance with:

(i) if there is an Owners' Corporation — a corporation resolution; or

(ii) if there is no Owners' Corporation — an owners resolution.

5. Large-scale maintenance procurement

(a) The Manager must not enter into any contract for any large-scale maintenance procurement unless:

(i) the procurement complies with any Code of Practice concerning the procurement;

(ii) the procurement is conducted by an invitation to tender;

(iii) the following conditions are met:

(1) if there is an Owners' Corporation:

(A) that for every tender submitted for the procurement, whether it is accepted or not is decided by a corporation resolution; and

(B) that the voting-in-person threshold under paragraph 4 of Schedule 6C of the Ordinance is met in relation to the passing of a corporation resolution for compliance with section 28F(2)(c) of the Ordinance in relation to the procurement; or

(2) if there is no Owners' Corporation:

(A) that for every tender submitted for the procurement, whether it is accepted or not is decided by an owners resolution; and

(B) that the voting-in-person threshold under paragraph 12 of Schedule 11 in relation to the passing of an owners resolution for compliance with sub-sub-sub-subparagraph (A) in relation to the procurement is met; and

(iv) the contract is entered into with the tenderer whose tender is accepted as decided in the way mentioned in sub-subparagraph (iii)(1)(A) or (2)(A).

(b) Moreover, if there is no Owners' Corporation:

(i) the requirements for tendering specified in Division 3 of this Schedule must be complied with in relation to the procurement; and

(ii) the requirements relating to declarations specified in Subdivisions 1 and 2 of Division 4 of this Schedule must be complied with in relation to the procurement.

(c) Despite anything to the contrary in a contract entered into for any large-scale maintenance procurement, the Manager must not vary or terminate the contract unless:

(i) if there is an Owners' Corporation:

(1) the contract is varied or terminated in accordance with a corporation resolution; and

(2) the voting-in-person threshold under paragraph 4 of Schedule 6C of the Ordinance is met in relation to the passing of a corporation resolution for compliance with section 28F(2)(d) of the Ordinance in relation to the contract; or

(ii) if there is no Owners' Corporation:

(1) the contract is varied or terminated in accordance with an owners resolution; and

(2) the voting-in-person threshold under paragraph 12 of Schedule 11 is met in relation to the passing of an owners resolution for compliance with sub-sub-subparagraph (1) in relation to the contract.

Division 3 — Requirements for Tendering where there is No Owners' Corporation

6. Effect of Division 3

This Division has effect for the purposes of paragraphs 3(b)(i), 4(b)(i) and 5(b)(i).

7. Interpretation (Division 3)

In this Division:

"deadline", in relation to the submission of a tender for any procurement, means the time after which the submission may no longer be made under:

(a) subject to subparagraph (b), the terms of the invitation to tender issued for the procurement; or

(b) if the invitation is revised — the terms of the revised invitation issued for the procurement.

8. Content of invitation to tender

(a) An invitation to tender issued for the procurement must set out clearly:

(i) the nature of the supplies, goods or services to which the procurement relates; and

(ii) a specified time on a specified day after which a tender may no longer be submitted for the procurement.

(b) To avoid doubt, subparagraph (a)(ii) does not prevent the invitation to tender from containing any terms in respect of a postponement, for reasons such as inclement weather, of the time after which a tender may no longer be submitted for the procurement.

(c) In this paragraph, a reference to an invitation to tender issued for the procurement includes, if applicable, any revised invitation to tender issued for the procurement.

9. Display of copy of invitation to tender

(a) If an invitation to tender is issued for the procurement, the Manager must display a copy of the invitation in a prominent place in the Development as soon as reasonably practicable after the invitation is issued, and cause it to remain so displayed until the deadline for the submission of a tender for the procurement.

(b) If a revised invitation to tender is issued for the procurement:

(i) the requirement under this paragraph to cause a copy of the previous version of the invitation to remain displayed in a prominent place in the Development ceases to apply; and

(ii) the Manager must display a copy of the revised invitation in a prominent place in the Development as soon as reasonably practicable after the revised invitation is issued, and cause it to remain so displayed until the deadline for the submission of a tender for the procurement.

10. No acceptance of tender submitted after deadline

Any tender submitted for the procurement after the deadline must not be accepted.

11. No acceptance of tender without approval under certain circumstances

(a) Subject to subparagraph (d), no tender may be accepted for the procurement if:

(i) the procurement is the procurement of any supplies, goods or services the value of which exceeds, or is likely to exceed, the monetary amount specified in paragraph 5(1)(a) of Schedule 6A of the Ordinance, and an invitation to tender has not been specifically issued to 5 or more potential suppliers for the procurement; or

(ii) the procurement is the procurement of any supplies, goods or services the value of which:

(1) exceeds, or is likely to exceed, the monetary amount specified in paragraph 5(1)(b)(i) of Schedule 6A of the Ordinance; but

(2) does not exceed, or is unlikely to exceed, the monetary amount specified in paragraph 5(1)(b)(ii) of Schedule 6A of the Ordinance,

and an invitation to tender has not been specifically issued to 3 or more potential suppliers for the procurement.

(b) For the purposes of subparagraph (a), an invitation to tender is specifically issued to a person if it is issued:

(i) by delivering a copy of the invitation in hard copy form personally to the person;

(ii) by sending a copy of the invitation in hard copy form by post, or by courier service, to the person at the person's last known business address; or

(iii) by sending validly a copy of the invitation in electronic form to the person.

(c) Subparagraph (a) applies regardless of whether an invitation to tender issued for the procurement is advertised (such as in a local newspaper or on a website) and is open to any potential suppliers.

(d) Subparagraph (a) does not have any effect in relation to the procurement if it is so decided by an owners resolution.

(e) In this paragraph, a reference to an invitation to tender issued for the procurement includes, if applicable, any revised invitation to tender issued for the procurement.

Division 4 — Requirements Relating to Declarations where there is No Owners' Corporation

Subdivision 1 — Declarations of Interests or Connections etc. by Responsible Persons and Related Restrictions for Type 1 High-value Procurement, Type 2 High-value Procurement and Large-scale Maintenance Procurement

12. Effect of Subdivision 1

This Subdivision has effect for the purposes of paragraphs 3(b)(ii), 4(b)(ii) and 5(b)(ii).

13. Declarations of dealings or connections with members of Owners' Committee

(a) If the Manager becomes aware that, after the initiation decision is made for the procurement but before a contract is entered into for it, the Manager has any pecuniary or other personal dealing with a member of the Owners' Committee, the Manager must, as soon as reasonably practicable after becoming so aware, declare the dealing in accordance with paragraphs 15 and 16.

(b) If the Manager becomes aware that, after the initiation decision is made for the procurement but before a contract is entered into for it, the Manager has any connection with a member of the Owners' Committee, the Manager must, as soon as reasonably practicable after becoming so aware, declare the connection in accordance with paragraphs 15 and 16.

(c) If there is a responsible person for the procurement other than the Manager, the Manager:

(i) must require the responsible person to comply with subparagraphs (a) and (b) that are to be construed as if a reference to the Manager in those subparagraphs were a reference to the responsible person; and

(ii) must use the Manager's best endeavors to prevent any contravention of the requirement by the responsible person.

14. Declarations of interests or connections for tenders submitted

(a) If the Manager becomes aware that, before a contract is entered into for the procurement, the Manager has any pecuniary or other personal interest in a tender submitted for the procurement, the Manager must, as soon as reasonably practicable after becoming so aware, declare the interest in accordance with paragraphs 15 and 16.

(b) If the Manager becomes aware that, before a contract is entered into for the procurement, the Manager has any connection with a person who has submitted a tender for the procurement, the Manager must, as soon as reasonably practicable after becoming so aware, declare the connection in accordance with paragraphs 15 and 16.

(c) If there is a responsible person for the procurement other than the Manager, the Manager:

(i) must require the responsible person to comply with subparagraphs (a) and (b) that are to be construed as if a reference to the Manager in those subparagraphs were a reference to the responsible person; and

(ii) must use the Manager's best endeavors to prevent any contravention of the requirement by the responsible person.

(d) If the procurement is conducted in the circumstances described in paragraph 3(c) or 4(c), then for the purposes of this paragraph:

(i) the reference to a tender submitted for the procurement in subparagraph (a) is to be construed as a reference to the procurement of supplies, goods or services from the specified supplier; and

(ii) the reference to a person who has submitted a tender for the procurement in subparagraph (b) is to be construed as a reference to the specified supplier.

(e) In this paragraph:

"specified supplier", in relation to the procurement of any supplies, goods or services conducted in the circumstances described in paragraph 3(c) or 4(c), means the supplier from whom the supplies, goods or services are to be procured under the decision mentioned in that paragraph.

15. Form of declarations

(a) The declaration must be made in the specified form.

(b) If a person who makes the declaration is a body corporate, then despite anything to the contrary in its constitution, the declaration must be:

(i) impressed with its seal or chop; and

(ii) signed by a person authorized by it in that behalf.

16. Persons to whom declarations are made

(a) The declaration must be made to:

(i) subject to sub-subparagraph (ii), the chairman of the Owners' Committee; or

(ii) if the person who makes the declaration (declarant) is the chairman of the Owners' Committee, or making the declaration under sub-subparagraph (i) is impracticable for reasons such as vacancy in an office—every member of the Owners' Committee (not including the declarant in the case where the declarant is a member of the Owners' Committee).

(b) For the purposes of this paragraph, a declaration is made to a person if:

(i) the declaration in hard copy form (whether being the original copy or otherwise) is lodged with the person; or

(ii) a copy of the declaration in electronic form is sent validly to the person.

17. Display of notice of declarations

(a) If a declaration under paragraph 13 or 14 has been made, the Manager must display a notice of the declaration that complies with subparagraph (b) in a prominent place in the Development within 7 days after the date on which the declaration is made, and cause it to remain so displayed for at least 7 consecutive days.

(b) The notice:

(i) must identify:

(1) the procurement concerned and, for a declaration under paragraph 14, the tender concerned; and

(2) the person who made the declaration;

(ii) must specify in which of the following capacities the person made the declaration:

(1) the Manager of the Development;

(2) a person who is accustomed or obliged to act in accordance with the directions or instructions of the Manager in connection with substantive matters in respect of the procurement; and

(iii) must contain a statement indicating the right to inspect a copy of the declaration under paragraph 19(b).

(c) If a declaration is made to different members of the Owners' Committee as required by paragraph 16(a)(ii) and is so made on different dates, then for the purposes of subparagraph (a), the last such date is taken to be the date on which the declaration is made.

18. Specific meeting procedure relating to declarations

(a) If a declaration under paragraph 13 or 14 has been made, the Manager must ensure that:

(i) a copy of the declaration is produced to the Owners at the first procurement meeting since the making of the declaration; and

(ii) a copy of a notice mentioned in paragraph 17(a) is attached to the minutes of the proceedings at the meeting kept under this Deed.

(b) Subparagraph (a) does not limit any other terms of this Deed in relation to the procedure at a meeting of Owners convened under this Deed.

(c) In this paragraph:

"procurement meeting", in relation to a declaration, means a meeting of Owners convened under this Deed that concerns the relevant procurement.

19. Keeping of and permitting inspection of declarations

(a) If a declaration under paragraph 13 or 14 has been made in relation to the procurement, the Manager must, during the period of 6 years after the date on which a contract is entered into for the procurement, keep a copy of the declaration.

(b) The Manager must permit a specified person to inspect the copy at any reasonable time.

(c) In this paragraph:

"specified person" means—

(i) an Owner;

(ii) a registered mortgagee; or

(iii) any person duly authorized in writing by an Owner or registered mortgagee to conduct an inspection mentioned in subparagraph (b).

20. Prohibition from participating in procurement activities

(a) A person who has made a declaration under paragraph 13 or 14 in relation to the procurement must not participate in any assessment of tenders submitted for the procurement or any negotiation or other activity relating to the procurement.

(b) A person mentioned in subparagraph (a) is exempt from that subparagraph if it is so decided by an owners resolution.

(c) A resolution for exempting a person under subparagraph (b) (exemption resolution) must not be proposed at a meeting unless the reasons for proposing the resolution are given at the meeting.

(d) The person presiding over a meeting at which an exemption resolution is proposed must ensure that the minutes of the proceedings at the meeting kept under this Deed contain the reasons mentioned in subparagraph (c).

(e) This paragraph does not limit any other terms of this Deed in relation to the procedure at a meeting of Owners convened under this Deed.

Subdivision 2 — Declarations of No Interest or Connection by Responsible Persons for Large-scale Maintenance Procurement

21. Effect of Subdivision 2

This Subdivision has effect for the purposes of paragraph 5(b)(ii).

22. Declaration of no dealing or connection with members of Owners' Committee

(a) If the initiation decision has been made for the large-scale maintenance procurement, the Manager must, before the first tender acceptance meeting is held, declare in accordance with paragraphs 24 and 25:

(i) that the Manager, as at the date of the declaration:

(1) if the Manager has declared a dealing under paragraph 13(a) — does not have any pecuniary or other personal dealing with a member of the Owners' Committee except for the dealing so declared; or

(2) in any other case — does not have any pecuniary or other personal dealing with a member of the Owners' Committee; and

(ii) that the Manager, as at the date of the declaration:

(1) if the Manager has declared a connection under paragraph 13(b) — does not have any connection with a member of the Owners' Committee except for the connection so declared; or

(2) in any other case — does not have any connection with a member of the Owners' Committee.

(b) If there is a responsible person for the procurement other than the Manager, the Manager:

(i) must require the responsible person to comply with subparagraph (a) that is to be construed in accordance with subparagraph (c); and

(ii) must use the Manager's best endeavors to prevent any contravention of the requirement by the responsible person.

(c) For the purposes of subparagraph (b)(i), subparagraph (a) is to be construed as if:

(i) a reference to the Manager in subparagraph (a) were a reference to the responsible person;

(ii) the reference to declaring a dealing under paragraph 13(a) in subparagraph (a)(i)(1) were a reference to declaring a dealing in compliance with a requirement imposed by the Manager under paragraph 13(c)(i); and

(iii) the reference to declaring a connection under paragraph 13(b) in subparagraph (a)(ii)(1) were a reference to declaring a connection in compliance with a requirement imposed by the Manager under paragraph 13(c)(i).

23. Declaration of no interest or connection for tenders submitted

(a) If any tender has been submitted for the large-scale maintenance procurement, the Manager must, before the first tender acceptance meeting is held, declare in accordance with paragraphs 24 and 25:

(i) that the Manager, as at the date of the declaration:

(1) if the Manager has declared an interest under paragraph 14(a) in respect of the tender — does not have any pecuniary or other personal interest in the tender except for the interest so declared; or

(2) in any other case — does not have any pecuniary or other personal interest in the tender; and

(ii) that the Manager, as at the date of the declaration:

(1) if the Manager has declared a connection under paragraph 14(b) in respect of the tender — does not have any connection with a person who has submitted the tender except for the connection so declared; or

(2) in any other case — does not have any connection with a person who has submitted the tender.

(b) If there is a responsible person for the procurement other than the Manager, the Manager:

(i) must require the responsible person to comply with subparagraph (a) that is to be construed in accordance with subparagraph (c); and

(ii) must use the Manager's best endeavors to prevent any contravention of the requirement by the responsible person.

(c) For the purposes of subparagraph (b)(i), subparagraph (a) is to be construed as if:

(i) a reference to the Manager in subparagraph (a) were a reference to the responsible person;

(ii) the reference to declaring an interest under paragraph 14(a) in subparagraph (a)(i)(1) were a reference to declaring an interest in compliance with a requirement imposed by the Manager under paragraph 14(c)(i); and

(iii) the reference to declaring a connection under paragraph 14(b) in subparagraph (a)(ii)(1) were a reference to declaring a connection in compliance with a requirement imposed by the Manager under paragraph 14(c)(i).

24. Form of declarations

(a) The declaration must be made in the specified form.

(b) If a person who makes the declaration is a body corporate, then despite anything to the contrary in its constitution, the declaration must be:

(i) impressed with its seal or chop; and

(ii) signed by a person authorized by it in that behalf.

25. Persons to whom declarations are made

(a) The declaration must be made to:

(i) subject to sub-subparagraph (ii), the chairman of the Owners' Committee; or

(ii) if the person who makes the declaration (declarant) is the chairman of the Owners' Committee, or making the declaration under sub-subparagraph (i) is impracticable for reasons such as vacancy in an office — every member of the Owners' Committee (not including the declarant in the case where the declarant is a member of the Owners' Committee).

(b) For the purposes of this paragraph, a declaration is made to a person if—

(i) the declaration in hard copy form (whether being the original copy or otherwise) is lodged with the person; or

(ii) a copy of the declaration in electronic form is sent validly to the person.

26. Specific meeting procedure relating to declarations for first tender acceptance meeting

(a) For every declaration that has been made under paragraph 22 or 23, the Manager must ensure that a document in respect of the declaration that complies with subparagraph (b) is attached to the minutes of the proceedings at the first tender acceptance meeting kept under this Deed.

(b) The document:

(i) must identify:

(1) the procurement and tender concerned; and

(2) the person who made the declaration;

(ii) must specify in which of the following capacities the person made the declaration:

(1) the Manager of the Development;

(2) a person who is accustomed or obliged to act in accordance with the directions or instructions of the Manager in connection with substantive matters in respect of the procurement; and

(iii) must contain a statement indicating the right to inspect a copy of the declaration under paragraph 27(b).

(c) Subparagraph (a) does not limit any other terms of this Deed in relation to the procedure at a meeting of Owners convened under this Deed.

27. Keeping of and permitting inspection of declarations

(a) If a declaration under paragraph 22 or 23 has been made in relation to the large-scale maintenance procurement, the Manager must, during the period of 6 years after the date on which a contract is entered into for the procurement, keep a copy of the declaration.

(b) The Manager must permit a specified person to inspect the copy at any reasonable time.

(c) In this paragraph:

"specified person" means—

(i) an Owner;

(ii) a registered mortgagee; or

(iii) any person duly authorized in writing by an Owner or registered mortgagee to conduct an inspection mentioned in subparagraph (b).

SCHEDULE 11
PROCEDURE AT MEETINGS OF OWNERS

Division 1—Preliminary

1. Reference to meetings of Owners

In this Schedule (except paragraph 2), a reference to a meeting of Owners:

(i) is a reference to such a meeting convened under this Deed; and

(ii) if a meeting mentioned in sub-subparagraph (i) is adjourned — includes the adjourned meeting.

Division 2—General Procedure

2. Notices of meeting

(a) A person who convenes a meeting of Owners under this Deed must, at least 14 days before the date of the meeting, give notice of the meeting to each Owner.

(b) The notice of meeting must specify:

(i) the date, time and place of the meeting; and

(ii) the resolutions (if any) that are to be proposed at the meeting.

(c) If the meeting is adjourned, subparagraphs (a) and (b) apply in relation to the adjourned meeting as they apply in relation to the original meeting.

3. Minutes of proceedings at meetings

(a) The Manager must keep minutes of the proceedings at every meeting of Owners.

(b) The Manager must display the minutes in a prominent place in the Development within 28 days after the date of the meeting to which the minutes relate, and cause the minutes to remain so displayed for at least 7 consecutive days.

(c) The Manager must keep the minutes during the period of 6 years after the date of the meeting to which the minutes relate.

4. Supply of copies of minutes of proceedings at meetings

(a) Subject to subparagraph (c), if a specified person requests, in writing, the Manager to supply the specified person with a copy of the minutes of the proceedings kept under paragraph 3, the Manager must supply the specified person with the copy within 28 days after the date on which the request is made.

(b) The Manager:

(i) may impose a reasonable copying charge for supplying the specified person with the copy in hard copy form; and

(ii) must not impose any charge for supplying the specified person with the copy in electronic form.

(c) If:

(i) the request mentioned in subparagraph (a) is a request for a copy in hard copy form; and

(ii) the Manager imposes under subparagraph (b)(i) a copying charge for supplying the specified person with the copy,

the Manager is not required to comply with the request unless the specified person pays the charge.

(d) In this paragraph:

"specified person" means—

(i) an Owner;

(ii) a registered mortgagee; or

(iii) any person duly authorized in writing by an Owner or registered mortgagee to make a request mentioned in subparagraph (a).

Division 3—Authorized Natural Persons for Corporate Flat Owners

5. Acting for corporate flat owners by authorized natural persons

(a) A natural person authorized by a corporate flat owner under subparagraph (b) in respect of a meeting of Owners may act for the corporate flat owner for the meeting.

(b) A corporate flat owner may by written notice (authorization notice) given in accordance with subparagraph (d) authorize 1 natural person for the purposes of subparagraph (a).

(c) Subparagraph (b) does not prevent a corporate flat owner from, after it has authorized a person as an authorized natural person in respect of a meeting of Owners (original authorized natural person), authorizing another person as an authorized natural person in respect of the meeting in substitution of the original authorized natural person.

(d) The authorization notice:

(i) must be given in the specified form;

(ii) must, despite anything to the contrary in the corporate flat owner's constitution, be:

(1) impressed with its seal or chop; and

(2) signed by a person authorized by it in that behalf; and

(iii) must be given to the person in charge of the meeting at least 48 hours before the time for the holding of the meeting:

(1) by lodging the original of the notice in hard copy form with the person; or

(2) by sending validly a copy of the notice in electronic form to the person.

(e) In subparagraph (d)(iii), a reference to the person in charge of a meeting of Owners is a reference to:

(i) if the meeting is convened by the Owners' Committee — the chairman of the Owners' Committee; or

(ii) in any other case — the convenor of the meeting.

6. Supplementary terms relating to authorized natural persons

(a) An authorized natural person who attends a meeting of Owners on behalf of a corporate flat owner under paragraph 5(a) is, for all purposes relating to the meeting, taken to be the corporate flat owner present at the meeting.

(b) A corporate flat owner is, for all purposes relating to a meeting of Owners, taken to cast a vote personally at the meeting if an authorized natural person casts a vote on behalf of the corporate flat owner at the meeting under paragraph 5(a).

(c) If:

(i) under another term of this Deed:

(1) in the event that 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast at a meeting of Owners by a person appointed by any or all of the co-Owners; and

(2) one or more of the co-Owners (eligible co-Owners) are eligible to be so appointed for that purpose;

(ii) an eligible co-Owner is a corporate flat owner; and

(iii) an authorized natural person is available to act for the eligible co-Owner for the meeting,

the authorized natural person is also eligible to be so appointed for that purpose.

(d) If an authorized natural person is available to act for a corporate flat owner for a meeting of Owners:

(i) if the corporate flat owner has not appointed a proxy for the meeting — the corporate flat owner is not permitted to do so; or

(ii) if the corporate flat owner has appointed a proxy for the meeting — the instrument appointing the proxy is regarded as revoked.

7. Effect of authorization of authorized natural persons for adjourned meetings

If a meeting of Owners is adjourned, a corporate flat owner's authorized natural person for the original meeting is, for the purposes of this Deed, also taken to be the corporate flat owner's authorized natural person for the adjourned meeting unless:

(i) contrary intention is shown on the notice given under paragraph 5(b) in respect of the original meeting (original authorization notice);

(ii) the original authorization notice is revoked; or

(iii) the corporate flat owner authorizes another person under paragraph 5(b) in respect of the adjourned meeting.

8. Division 3 not preventing other mechanism under which natural persons may act for corporate flat owners under this Deed

This Division does not prevent this Deed from containing any terms in respect of any mechanism, other than the one specified in this Division, by which a natural person may be authorized to act for a corporate flat owner for a meeting of Owners.

Division 4—Specific Procedure at Meetings of Owners Concerning Large-scale Maintenance Procurement

Subdivision 1—Preliminary

9. References to proposed large-scale maintenance procurement resolution

In this Division, a reference to a proposed large-scale maintenance procurement resolution is a reference to a proposed resolution of the Owners for deciding:

(i) whether a tender submitted for any large-scale maintenance procurement is to be accepted or not; or

(ii) whether a contract entered into for any large-scale maintenance procurement:

(1) is to be varied or not; or

(2) is to be terminated or not.

10. Deed of mutual covenant not limited unless inconsistent

This Division does not limit any other terms of this Deed in relation to the procedure at a meeting of Owners to the extent that those terms are consistent with this Division.

Subdivision 2—Procedure

11. Notices of meeting

(a) If a resolution that is to be proposed at a meeting of Owners is a proposed large-scale maintenance procurement resolution, the statement in the notice of the meeting specifying the proposed resolution for compliance with paragraph 2(b)(ii) must be titled "Important Reminder" in English and "重要提示" in Chinese.

(b) If the proposed large-scale maintenance procurement resolution concerns the question mentioned in paragraph 9(i), the notice of the meeting must, in relation to

each tender that is valid under the terms of the relevant invitation to tender, set out clearly and legibly:

(i) the estimated amount to be contributed from each building management fund for the procurement; and

(ii) the estimated apportioned amount that each of the Owners is to contribute for the procurement in addition to a contribution mentioned in sub-subparagraph (i).

(c) If the proposed large-scale maintenance procurement resolution concerns a question mentioned in paragraph 9(ii) and the Owners are expected to incur any financial liability (including legal costs) because of the relevant variation or termination of contract, the notice of the meeting must set out clearly and legibly:

(i) the estimated amount to be contributed from each building management fund for settling the costs; and

(ii) the estimated apportioned amount that each of the Owners is to contribute for settling the costs in addition to a contribution mentioned in sub-subparagraph (i).

(d) To avoid doubt, even if the estimated amount mentioned in subparagraph (b) or (c) is zero, that subparagraph does require such an amount to be set out in accordance with that subparagraph.

(e) In this paragraph:

"building management fund" means—

(i) a special fund established and maintained by the Manager under Clause 6.1.1(a); or

(ii) any fund other than the special fund that is established and maintained by the Manager for performing a function under this Deed or the Ordinance.

12. Voting-in-person threshold

(a) The voting in respect of a proposed large-scale maintenance procurement resolution at a meeting of Owners is subject to a voting-in-person threshold specified under subparagraph (b).

(b) The voting-in-person threshold is the lesser of:

(i) 5% of the Owners; or

(ii) 100 Owners.

13. Recording of votes cast personally and by proxy

If votes have been cast for a proposed large-scale maintenance procurement resolution at a meeting of Owners, the Manager must ensure that the minutes of the proceedings at the meeting kept under paragraph 3(a) contain a clear and legible record of:

(i) the total number of such votes cast personally; and

(ii) the total number of such votes cast by proxy.

14. Supply of copies of minutes of proceedings at meetings

If a proposed large-scale maintenance procurement resolution is considered at a meeting of Owners, the Manager must, within 28 days after the date of the meeting, supply each of the Owners with a copy of the minutes of the proceedings at the meeting that are kept under paragraph 3:

(i) by delivering a copy of the minutes in hard copy form personally to the Owner;

(ii) by sending a copy of the minutes in hard copy form by post to the Owner at the Owner's last known address;

(iii) by leaving a copy of the minutes in hard copy form at the Owner's Unit or depositing such a copy in the letter box for that Unit; or

(iv) by sending validly a copy of the minutes in electronic form to the Owner.

SCHEDULE 12
DEFINITIONS AND INTERPRETATION

PART A – Definitions

"**Additional Right**" has the meaning given to it in Clause 3.1.

"**Advance Payment**" means an advance payment of Monthly Management Fees payable by an Owner acquiring his Unit from the First Owner, the amount of which said payment and whether it is transferrable or refundable are set out in Part J of Schedule 5.

"**authorized natural person**" has the meaning given to it in the Ordinance.

"**Authorized Person**" means Cheng Yan Ying Grace of AGC Design Limited, who is appointed under section 4(1)(a) or (2) of the Buildings Ordinance (Cap.123) as a co-ordinator of building works for the Development, and any other replacement authorized person for the time being appointed by the First Owner.

"**Building Plans**" means the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority under reference no. BD 2/4013/04 and includes any amendment thereto as approved by the Building Authority.

"**Code of Practice**" has the meaning given to it in the Ordinance.

"**Common Areas and Facilities**" means those parts, areas, structures, services, facilities and Conduits of the Development and the Land which are intended for common use and benefit of different Owners and not for the sole benefit of any Owner including (subject to the provisions of this Deed) the items specified in Schedule 1 to the Ordinance and such additional Common Areas and Facilities designated under the provisions of this Deed (which said parts, areas, structures, services, facilities and Conduits are categorized under this Deed into Development Common Areas and Facilities, Residential Common Areas and Facilities, Parking Common Areas and Facilities, Residential Parking Common Areas and Facilities and NIP Common Areas and Facilities) or designated by the First Owner to be Common Areas and Facilities under a Subsequent Phase Sub-Deed, which are for the purpose of identification shown coloured yellow, yellow hatched black, green, green hatched black, green stippled black, violet, indigo and red on the Plans (if and where capable of being shown on plans) or coloured as Common Areas and Facilities in any Subsequent Phase Sub-Deed Plans (if and where capable of being shown on plans).

"**Common Utilities Deposit**" means a deposit payable by an Owner which is a share of water, electricity, gas and other utilities deposits of the Development, the amount of which said share of deposit and whether it is transferrable or refundable are set out in Part J of Schedule 5.

"**Completed Phase**" means any of the following:

(a) Phase 1; and

(b) a Subsequent Phase when an occupation permit has been issued in respect thereof and the Subsequent Phase Sub-Deed of that Subsequent Phase has been executed.

"**Conduits**" means sewers, drains, pipes, wires, cables, ducts, risers, gutters, flues, watercourses, fibres and any medium for the passage or transmission of water, sewage, soil,

gas, electricity, ventilation, air, smoke, telephone, information or other matters, and associated equipment, meter and structures.

"**connection**" for the purpose of Schedule 10 has the meaning given to it in the Ordinance.

"**corporate flat owner**" has the meaning given to it in the Ordinance.

"**corporation resolution**" has the meaning given to it in the Ordinance.

"**Covered Landscaped and Play Area**" means the covered landscaped and play area in the Development edged with indigo dotted line on the Plans and any Subsequent Phase Sub-Deed Plans.

"**Debris Removal Charge**" means a charge payable by an Owner acquiring his Unit from the First Owner for debris collection or removal, the amount of which said charge and whether it is transferrable or refundable and whether it is payable in respect of that Unit are set out in Part J of Schedule 5.

"**Development**" means the whole of the development constructed or in the course of construction on the Land in accordance with the Government Grant and the Building Plans and known as [insert name of the development in both English and Chinese (if applicable)].

"**Development Common Areas and Facilities**" means those Common Areas and Facilities which are intended for common use and benefit of the Owners of the Development as a whole and not for the sole benefit of any Owner or group of Owners of the Development, including the following:

(a) those areas coloured yellow and yellow hatched black on the Plans and any Subsequent Phase Sub-Deed Plans ("**Specified Areas**" for the purpose of this definition);

(b) any of the following in the Specified Areas:

  (i) any glazing, window, door, louvre or frame for any of the foregoing;

  (ii) internal finishes; and

  (iii) any non-structural or non-load bearing internal partition;

(c) the inner half of any non-structural or non-load bearing wall or parapet between (1) the Specified Areas; and (2) any domestic unit or any Associated Part (defined in the definition of "Residential Unit") thereof or any area coloured on the Plans and any Subsequent Phase Sub-Deed Plans as another type of Common Areas and Facilities or the Non-Industrial Portion;

(d) water proofing system on the floor slab of the Specified Areas;

(e) any structural or load-bearing element not forming part of any Unit nor any other type of Common Areas and Facilities;

(f) the foundation of the Development;

(g) any external wall (and external finishes, claddings and features thereon) and façade coloured as the Specified Areas on the Plans and any Subsequent Phase Sub-Deed Plans;

(h) the Slope Structures within the Land;

(i) the Passage Area;

(j) caretakers' office of the Development provided under Special Condition No.(30)(a) of the Government Grant (which is for identification purpose marked with "CARETAKERS' OFFICE" on the Subsequent Phase Sub-Deed Plans);

(k) quarters for watchmen or caretakers provided under Special Condition No.(31)(a) of the Government Grant (which is for identification purpose marked with a "CARETAKERS' QUARTERS" on the Subsequent Phase Sub-Deed Plans);

(l) office for use of the Owners' Corporation or the Owners' Committee provided under Special Condition No.(32)(a) of the Government Grant (which is for identification purpose marked "OWNERS' COMMITTEE OFFICE" on the Plans);

(m) such other Development Common Areas and Facilities designated by the First Owner under a Subsequent Phase Sub-Deed; and

(n) any Common Areas and Facilities which does not form part of any other type of Common Areas and Facilities.

"**electronic form**" has the meaning given to it in the Ordinance.

"**Financial Year**" means the period from 1st January to 31st December in the same year (both dates inclusive) PROVIDED THAT the first Financial Year means the period from the date hereof to 31st December of the same year or if the date of this Deed is after 30th September in a year, to 31st December of the next year (both dates inclusive), subject to such change under Clause 8.2.14.

"**First Assignee's Unit**" means All Those [**] Undivided Shares together with the exclusive right to hold use occupy and enjoy the premises known as [*] of the Development.

"**First Assignment**" has the meaning given to it in Recital (4).

"**first tender acceptance meeting**" has the meaning given to it in the Ordinance.

"**function**" for the purpose of Schedule 10 and Schedule 11 has the meaning given to it in the Ordinance.

"**Government**" means the Government of Hong Kong.

"**Government Grant**" means the Agreement and Conditions of Exchange dated 18th January 2022 and registered in the Land Registry as Conditions of Exchange No.20391 as amended and/or modified by a Modification Letter dated 14 August 2026 and registered in the Land Registry by Memorial No. 26090101020042 and another Modification Letter dated 11 September 2026 and registered in the Land Registry by Memorial No. 26092201740016, including all amendments, variations, modifications or extensions thereof or waivers or consents or no-objections by the Government of or in relation to any provision contained therein, made or effected from time to time after the date thereof.

"**hard copy form**" has the meaning given to it in the Ordinance.

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

"**House Rules**" means the rules supplemental to this Deed governing the Development or any part thereof from time to time in force made and/or amended pursuant to this Deed.

"**Initial Special Fund Contribution**" means a contribution payable by an Owner as his initial contribution to the Special Fund, the amount of which said contribution and whether it is transferrable or refundable are set out in Part J of Schedule 5.

"**initiation decision**" has the meaning given to it in the Ordinance.

"**Insurance Applicable Areas**" means the Common Areas and Facilities, Slope Structures and the Off-site Areas (until possession of which is delivered to the Government).

"**Land**" means all that piece or parcel of land registered in the Land Registry as The Remaining Portion of New Kowloon Inland Lot No. 6458.

"**large-scale maintenance procurement**" has the meaning given to it in the Ordinance.

"**Mail Delivery Rooms with Mailboxes**" means the mail delivery rooms with mailboxes of the Development marked "MAIL BOX" on the Plans and any Subsequent Phase Sub-Deed Plans.

"**management**" has the meaning given to it in Clause 4.1.

"**management expenses**" means management expenses more particularly described in Clause 5.1.

"**management funds**" means all moneys received, recovered or held by the Manager for the use and benefit of the Development pursuant to this Deed, including but not limited to Monthly Management Fees, Advance Payments, Security Deposits, Common Utilities Deposits, Debris Removal Charge and the Special Fund.

"**Management Shares**" means those notional shares allocated to the Units as provided in Schedule 1 and includes, after any Subsequent Phase Sub-Deed has been entered into, the management shares allocated to the Units thereunder for the purposes of calculating the contributions payable by their respective Owners towards the management expenses of the Development.

"**Manager**" means any person who for the time being is, for the purpose of this Deed, managing the Development.

"**Monthly Fraction**" means one over the total number of months in the Financial Year concerned.

"**Monthly Management Fees**" has the meaning given to it in Clause 5.4.1.

[α]["**Mortgage**" means the Debenture and Mortgage entered into between the First Owner (as mortgagor) and the Mortgagee (as security trustee for the benefit of the Secured Parties (as defined therein)) on 13 July 2023 and registered at the Land Registry with Memorial No.23072402030062 (as may from time to time be amended or supplemented);]

"**New Pedestrian Subway Opening and Connection**" means "the New Pedestrian Subway Opening and Connection" referred to in Special Condition No.(68)(a) of the Government Grant which is for identification purpose coloured pink hatched black on any Subsequent Phase Sub-Deed Plans.

"**NIP Common Areas and Facilities**" means those Common Areas and Facilities which are intended for common use and benefit of the Owners of the Non-Industrial Portion, including the following:

(a) those areas coloured red on the Plans and any Subsequent Phase Sub-Deed Plans ("**Specified Areas**" for the purpose of this definition);

(b) any of the following in the Specified Areas:

  (i) any glazing, window, door, louvre or frame for any of the foregoing;

  (ii) internal finishes; and

  (iii) any non-structural or non-load bearing internal partition;

(c) Parking Spaces for Disabled Persons (Non-Industrial) and the electric vehicle charging facilities (if any) and the associated installations for serving one or more such parking spaces exclusively;

(d) the Non-Industrial Loading and Unloading Spaces;

(e) the inner half of any non-structural or non-load bearing wall or parapet between (1) the Specified Areas; and (2) any area coloured on the Plans and any Subsequent Phase Sub-Deed Plans as the Non-Industrial Portion or another type of Common Areas and Facilities;

(f) water proofing system on the floor slab of the Specified Areas;

(g) any structural or load-bearing element supporting the Specified Areas exclusively;

(h) any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation serving the Specified Areas exclusively; and

(i) such other NIP Common Areas and Facilities designated by the First Owner under a Subsequent Phase Sub-Deed.

"**Non-enclosed Areas**" means those balconies and utility platforms forming part of a Residential Unit, the covered areas in the Development beneath such balconies and utility platforms (each shown stippled black and cross hatched black respectively on the Plans and any Subsequent Phase Sub-Deed Plans for identification purpose) and the covered areas in the Development beneath such balconies and utility platforms (each marked with "BAL. ABOVE" and "U.P. ABOVE" respectively on the Plans and any Subsequent Phase Sub-Deed Plans for identification purpose).

"**Non-Industrial Portion**" means the non-domestic unit in the Development (which is the "Non-Industrial Portion" referred to in Special Condition No.(70)(a)(i) of the Government Grant) which is for identification purpose coloured pink on the Plans (applicable to the part thereof within Phase 1) and coloured pink and such other applicable colour(s) on any Subsequent Phase Sub-Deed Plans (applicable to the part thereof within the Subsequent Phase concerned) (collectively the "**Specified Areas**" in this definition) to which the Undivided Shares have been allocated and of which the Owner is entitled to the exclusive use, enjoyment and possession, which said expression shall include:

(a) any of the following in the Specified Areas:

(i) any glazing, window (including openable window installed to a curtain wall), door, louvre or frame for any of the foregoing;

(ii) internal finishes; and

(iii) any non-structural or non-load bearing internal partition;

(b) all sanitary appliances in the Specified Areas;

(c) the inner half of any non-structural or non-load bearing wall or parapet between (1) any Specified Areas; and (2) any area coloured on the Plans as Common Areas and Facilities;

(d) any floor slab between (1) any Specified Areas; and (2) any other Specified Areas and any beam supporting the same;

(e) any external wall (and external finishes, claddings and features thereon), façade and shop front of that non-domestic unit coloured as the Specified Areas on the Plans and any Subsequent Phase Sub-Deed Plans;

(f) any structural or load-bearing element supporting the Specified Areas exclusively;

(g) those signage spaces in the Specified Areas;

(h) any lift located in the Specified Areas and its associate fittings, fixtures, equipment, installations, lift shaft and lift pit;

(i) water proofing system on the floor slab of the Specified Areas;

(j) "the Historic Buildings" referred to Special Condition No.(5)(a) of the Government Grant;

(k) the premises for kindergarten purposes as referred to in Special Condition No.(21)(c)(iv)(I) of the Government Grant and lay-bys for the same provided under Special Condition No.(44)(a)(ii) of the Government Grant;

(l) the premises for residential care home (as defined in the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459)) purposes as referred to in Special Condition No.(21)(c)(iv)(II) of the Government Grant and space for parking of light bus in connection with the same provided under Special Condition No.(43)(b)(i)(III) of the Government Grant;

(m) the Public LGV Carpark;

(n) the part of the Pedestrian Subway in the Specified Areas;

(o) the Pedestrian Link 1;

(p) the Pedestrian Link 2;

(q) the New Pedestrian Subway Opening and Connection;

(r) the Non-Industrial Private Parking Spaces;

(s) the Public Open Space;

(t) any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation serving the Specified Areas exclusively;

but shall exclude:

(i) any structural or load bearing element of the Development unless included in paragraphs (d), (e) of (f) in this definition;

(ii) any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation situated in the Specified Areas which are used in connection with the enjoyment of any other Unit or other portion of the Development.

"**Non-Industrial Private Parking Space**" means a Non-Industrial Car Parking Space or a Non-Industrial Motor Cycle Parking Space.

"**Non-Industrial Car Parking Space**" means a parking space for the parking of motor vehicle provided under Special Condition No.(43)(b)(i)(II) of the Government Grant (excluding any Parking Space for Disabled Persons (Non-Industrial)) and the electric vehicle charging facilities (if any) and the associated installations for such parking space exclusively.

"**Non-Industrial Loading and Unloading Space**" means a loading and unloading space provided under Special Condition No.(44)(a)(i)(III) of the Government Grant.

"**Non-Industrial Motor Cycle Parking Space**" means a parking space for the parking of motor cycle provided under Special Condition No.(43)(d)(i)(III) of the Government Grant and the electric vehicle charging facilities (if any) and the associated installations for such parking space exclusively.

"**Non-recurrent Expenditure**" means expenditure of a capital nature or of a kind not expected to be incurred annually, which includes, but is not limited to, expenses for the renovation, improvement and repair of the Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and Facilities and the costs of the relevant investigation works and professional services.

"**Non-structural Prefabricated External Walls**" means such non-structural prefabricated external walls provided within the Development the location of which are indicated for identification purpose only by red dotted lines on the Plans and any Subsequent Phase Sub-Deed Plans.

"**Off-site Areas**" means "the Green Areas" (defined in Special Condition No.(8)(a)(i)(I)(A) of the Government Grant), "the Green Areas Structures" (defined in Special Condition No.(8)(a)(i)(I)(A) of the Government Grant), "the Green Circled Black Area" (defined in Special Condition No.(8)(a)(i)(II)(A) of the Government Grant), "the Green Circled Black Area Structures" (defined in Special Condition No.(8)(a)(i)(II)(A) of the Government Grant), "the Yellow Area" (defined in Special Condition No.(13)(a)(i) of the Government Grant), "the Brown Area" (defined in Special Condition No.(25)(a) of the Government Grant), "the Paved Way" (defined in Special Condition No.(25)(b) of the Government Grant), "the Green Hatched Black Area" (defined in Special Condition No.(26)(a) of the Government Grant) and "the Green Cross-hatched Black Area" (defined in Special Condition No.(27)(a) of the Government Grant).

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

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

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

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

"**owners resolution**" has the meaning given to it in the Ordinance.

"**Parking Common Areas and Facilities**" means those Common Areas and Facilities which are intended for common use and benefit of the Owners, occupiers, licensees or invitees of different Specified Spaces, including the following:

(a) those areas coloured violet on the Plans and any Subsequent Phase Sub-Deed Plans ("**Specified Areas**" for the purpose of this definition);

(b) any of the following in the Specified Areas:

  (i) any glazing, window, door, louvre or frame for any of the foregoing;

  (ii) internal finishes; and

  (iii) any non-structural or non-load bearing internal partition;

(c) the inner half of any non-structural or non-load bearing wall or parapet between (1) the Specified Areas; and (2) any area coloured on the Plans and any Subsequent Phase Sub-Deed Plans as another type of Common Areas and Facilities or the Non-Industrial Portion;

(d) water proofing system on the floor slab of the Specified Areas;

(e) any structural or load-bearing element supporting different Residential Private Parking Spaces and/or the Specified Areas exclusively (whether or not also supporting different Residential Common Parking Spaces);

(f) any external wall (and external finishes, claddings and features thereon) and façade coloured as the Specified Areas on the Plans and any Subsequent Phase Sub-Deed Plans;

(g) any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation serving different Residential Private Parking Spaces and/or the Specified Areas exclusively (whether or not also supporting different Residential Common Parking Spaces); and

(h) such other Parking Common Areas and Facilities designated by the First Owner under a Subsequent Phase Sub-Deed.

"**Parking Space for Disabled Persons**" means a parking space for motor vehicle provided under Special Condition No.(43)(c)(i) of the Government Grant which is (for identification purpose) marked with "PARKING SPACE FOR DISABLED PERSONS" on the Plans and any Subsequent Phase Sub-Deed Plans.

"**Parking Space for Disabled Persons (Non-Industrial)**" means a Parking Space for Disabled Persons which is coloured red on the Plans and any Subsequent Phase Sub-Deed Plans.

"**Parking Space for Disabled Persons (Residential)**" means a Parking Space for Disabled Persons which is coloured green on the Plans and any Subsequent Phase Sub-Deed Plans.

"**Passage Area**" means "the Passage Area" referred to in Special Condition No.(6)(b)(i) of the Government Grant which is for identification purpose coloured yellow hatched black on the Plans.

"**Pedestrian Link 1**" means "the Pedestrian Link 1" referred to in Special Condition No.(36)(a) of the Government Grant which is for identification purpose edged with brown dotted lines on the Plans and any Subsequent Phase Sub-Deed Plans.

"**Pedestrian Link 2**" means "the Pedestrian Link 2" referred to in Special Condition No.(69)(a) of the Government Grant which is for identification purpose edged with green dotted lines on any Subsequent Phase Sub-Deed Plans.

"**Pedestrian Subway**" means "the Pedestrian Subway" referred to in Special Condition No.(33)(a)(i) of the Government Grant the part of which is within the Land is for identification purpose coloured pink cross hatched black on any Subsequent Phase Sub-Deed Plans.

"**Phase**" means Phase 1 or any Subsequent Phase.

"**Phase 1**" means Phase 1 of the Development [and known as "[***]"], the demarcation of which is shown in the Building Plans, and is shown for the purpose of identification on the Plans with particulars (and not including areas in the Plans shown as Subsequent Phases), including, inter alia, parking areas on the Second Floor and the Fifth Floor containing some Residential Private Parking Spaces, parts of the Non-Industrial Portion from Basement 1 Floor to the Fourth Floor, some Covered Landscaped and Play Area and some Recreational Areas and Facilities on the Seventh Floor, the Residential Units in Tower 2 and part of the Common Areas and Facilities.

"**Phase 1 Works and Installations**" shall have the meaning given in Clause 12.2.1(a).

"**Plans**" means the plans annexed to this Deed as Annex I, the accuracy of which has been certified by or on behalf of the Authorized Person.

"**Public LGV Carpark**" means "the Public LGV Carpark" referred to in Special Condition No.(22)(a) of the Government Grant which is for identification purpose coloured as such on any Subsequent Phase Sub-Deed Plans.

"**Public Open Space**" means "the Public Open Space" referred to in Special Condition No.(12)(a) of the Government Grant which is for identification purpose edged with violet dotted lines on any Subsequent Phase Sub-Deed Plans.

"**Recreational Areas and Facilities**" means those areas of the Development which are (for identification purpose) coloured green hatched black on the Plans and any Subsequent Phase Sub-Deed Plans (which include "the Exempted Facilities" as referred to in Special Condition No.(29)(c) of the Government Grant) and the recreational and sporting facilities from time to

time provided in such areas for the residents in the Development and their bona fide visitors, together with all facilities and areas ancillary thereto.

"**registered mortgagee**" has the meaning given to it in the Ordinance.

"**Residential Car Parking Space**" means a parking space for the parking of motor vehicle provided under Special Condition No.(43)(a)(i) of the Government Grant to which the Undivided Shares have been allocated and of which the Owner is entitled to the exclusive use, enjoyment and possession and the electric vehicle charging facilities (if any) and the associated installations for such parking space exclusively.

"**Residential Common Areas and Facilities**" means those Common Areas and Facilities which are intended for common use and benefit of the Owners of different Residential Units, including the following:

(a) those areas coloured green, green hatched black or green stippled black on the Plans and any Subsequent Phase Sub-Deed Plans ("**Specified Areas**" for the purpose of this definition);

(b) any of the following in the Specified Areas:

  (i) any glazing, window, door, louvre or frame for any of the foregoing;

  (ii) internal finishes; and

  (iii) any non-structural or non-load bearing internal partition;

(c) (i) the inner half of any non-structural or non-load bearing wall or parapet between (1) the Specified Areas; and (2) any domestic unit or any Associated Part (defined in the definition of "Residential Unit") thereof or any area coloured on the Plans and any Subsequent Phase Sub-Deed Plans as another type of Common Areas and Facilities or the Non-Industrial Portion; and

  (ii) the entire thickness of any parapet coloured as Specified Areas on the Plans (excluding any internal finishes of any domestic unit or any Associated Part (defined in the definition of "Residential Unit") thereon);

(d) water proofing system on the floor slab of the Specified Areas;

(e) any structural or load-bearing element supporting different Residential Units and/or the Specified Areas exclusively;

(f) the Recreational Areas and Facilities;

(g) the Covered Landscaped and Play Area;

(h) the Residential Common Parking Spaces;

(i) Mail Delivery Rooms with Mailboxes;

(j) Wider Common Corridors and Lift Lobbies;

(k) (i) any external wall (and external finishes, claddings and features thereon) and façade coloured as the Specified Areas on the Plans and any Subsequent Phase Sub-Deed Plans; and

(ii) any external wall (and external finishes, claddings and features thereon) and façade on 7/F and above;

(l) Residential Loading and Unloading Space;

(m) any refuse collection vehicle space in the Specified Areas;

(n) the concealed drainage pipes referred to in paragraph 15 of Schedule 8;

(o) the covered walkway (marked "COVERED WALKWAY" on the Plans) referred to in paragraph 16 of Schedule 8;

(p) any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation serving different Residential Units and/or the Specified Areas exclusively; and

(q) such other Residential Common Areas and Facilities designated by the First Owner under a Subsequent Phase Sub-Deed.

"**Residential Common Parking Spaces**" means the Parking Spaces for Disabled Persons (Residential) and the Visitors' Parking Spaces collectively and the electric vehicle charging facilities (if any) and the associated installations for serving one or more such parking spaces exclusively.

"**Residential Loading and Unloading Space**" means a loading and unloading space provided under Special Condition No.(44)(a)(i)(I) of the Government Grant, each such space is (for identification purpose) coloured green and marked with "RESIDENTIAL LOADING AND UNLOADING SPACE" on the Plans and any Subsequent Phase Sub-Deed Plans.

"**Residential Motor Cycle Parking Space**" means a parking space for the parking of motor cycle provided under Special Condition No.(43)(d)(i)(I) of the Government Grant to which the Undivided Shares have been allocated and of which the Owner is entitled to the exclusive use, enjoyment and possession and the electric vehicle charging facilities (if any) and the associated installations for serving such parking space exclusively.

"**Residential Parking Common Areas and Facilities**" means those Common Areas and Facilities which are intended for common use and benefit of the Owners, occupiers, licensees or invitees of different Specified Residential Parking Spaces, including the following:

(a) those areas coloured indigo on the Plans and any Subsequent Phase Sub-Deed Plans ("**Specified Areas**" for the purpose of this definition);

(b) any of the following in the Specified Areas:

(i) any glazing, window, door, louvre or frame for any of the foregoing;

(ii) internal finishes; and

(iii) any non-structural or non-load bearing internal partition;

(c) the inner half of any non-structural or non-load bearing wall or parapet between (1) the Specified Areas; and (2) any area coloured on the Plans and any Subsequent Phase Sub-Deed Plans as the Non-Industrial Portion or another type of Common Areas and Facilities;

(d) water proofing system on the floor slab of the Specified Areas;

(e) any structural or load-bearing element supporting the Specified Areas exclusively;

(f) any external wall (and external finishes, claddings and features thereon) and façade coloured as the Specified Areas on the Plans and any Subsequent Phase Sub-Deed Plans;

(g) any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation serving the Specified Areas exclusively; and

(h) such other Residential Parking Common Areas and Facilities designated by the First Owner under a Subsequent Phase Sub-Deed.

"**Residential Private Parking Space**" means a Residential Car Parking Space or a Residential Motor Cycle Parking Space.

"**Residential Unit**" means a domestic unit in the Development (whether in Phase 1 or a Subsequent Phase) to which the Undivided Shares have been allocated and of which the Owner is entitled to the exclusive use, enjoyment and possession, which said expression shall include:

(a) any balcony (shown stippled black on the Plans and any Subsequent Phase Sub-Deed Plans for identification purpose), utility platform (shown cross hatched black on the Plans and any Subsequent Phase Sub-Deed Plans for identification purpose)), flat roof, roof or top of stairhood held with and forming part of such domestic unit (each an "**Associated Part**" for the purpose of this definition), and any railing or glass balustrade enclosing any Associated Part thereof;

(b) any of the following in such domestic unit or any Associated Part thereof:

(i) any glazing, window (including openable window installed to a curtain wall), door, louvre or frame for any of the foregoing;

(ii) internal finishes; and

(iii) any non-structural or non-load bearing internal partition;

(c) the inner half of any non-structural or non-load bearing wall between (1) that domestic unit or any Associated Part thereof; and (2) another domestic unit or any Associated Part thereof or any area coloured on the Plans and the Subsequent Phase Sub-Deed Plans as Common Areas and Facilities;

(d) any floor slab between (1) any part of that domestic unit or any Associated Part thereof; and (2) any other part of that domestic unit or any Associated Part thereof;

(e) water proofing system on the floor slab of that domestic unit or any Associated Part thereof; and

(f) any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation serving that domestic unit or any Associated Part thereof exclusively;

but shall exclude:

(i) any structural or load bearing element of the Development unless included in paragraph (d) in this definition;

(ii) any external wall and parapet of the Development;

(iii) any Conduit, services, facility, fixture, fitting, system, device, machinery, apparatus or installation situated in that domestic unit or any Associated Part thereof which are used in connection with the enjoyment of any other Unit or other portion of the Development.

"**responsible person**" has the meaning given to it in the Ordinance.

"**Security Deposit**" means a deposit payable by an Owner as the security for the due payment of all amounts which may be or become payable by him under this Deed, the amount of which said deposit and whether it is transferrable or refundable are set out in Part J of Schedule 5.

"**Slope Maintenance Manual**" the maintenance manual for the Slope Structures prepared in accordance with the Geoguide 5-Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time).

"**Slope Structures**" means any and all slopes, slope treatment works, retaining walls and other structures within or outside the Land as shown (for identification purposes only) on the plan(s) (of a scale of not less than 1:500) certified as to its/their accuracy by the Authorized Person and attached to this Deed as Annex II.

"**Special Fund**" means a special fund to be set up by the Manager pursuant to the provisions of this Deed for expenditure in relation to the management of the Development of a capital and non-recurring nature for the purpose of paragraph 4 of Schedule 7 to the Ordinance (i.e. the special fund referred to in Clause 6.1.1(a)).

"**specified form**" has the meaning given to it in the Ordinance.

"**Specified Residential Parking Spaces**" means the Residential Private Parking Spaces and Residential Common Parking Spaces.

"**Specified Spaces**" means:

(a) the Residential Private Parking Spaces;

(b) the Residential Common Parking Spaces;

(c) the following spaces (which form part of the Non-Industrial Portion):

(i) the Non-Industrial Private Parking Spaces;

(ii) the parking spaces within the Public LGV Carpark; and

(d) the following spaces (which form part of the NIP Common Areas and Facilities):

(i) the Parking Spaces for Disabled Persons (Non-Industrial); and

(ii) the Non-Industrial Loading and Unloading Spaces.

"**Subsequent Phase**" means a Phase other than Phase 1.

"**Subsequent Phase Sub-Deed**" shall have the meaning given in paragraph 13 of Part C of Schedule 3;

"**Subsequent Phase Sub-Deed Plans**" means plans to be annexed to any Subsequent Phase Sub-Deed.

"**Transformer Room Facilities**" means the transformer rooms in the Development (which are for identification purpose marked "TRANSFORMER ROOM" on the Plans and any Subsequent Phase Sub-Deed Plans), cable accommodations and all associated facilities.

"**type 1 high-value procurement**" has the meaning given to it in the Ordinance.

"**type 2 high-value procurement**" has the meaning given to it in the Ordinance.

"**Undivided Share**" means an equal undivided part or share of and in the Land and of and in the Development allocated in accordance with the provisions of this Deed or a sub-deed of mutual covenant (if any).

"**Unit**" shall have the same meaning as "flat" under the Ordinance and means any of the following, namely:

(a) a Residential Unit;

(b) a Residential Private Parking Space; and

(c) the Non-Industrial Portion.

"**validly**" for the purpose of Schedule 10 and Schedule 11 has the meaning given to it in the Ordinance.

"**voting-in-person threshold**" has the meaning given to it in the Ordinance.

"**Visitors' Parking Space**" means a parking space for motor vehicle provided under Special Condition No.(43)(a)(iii) of the Government Grant which is (for identification purpose) coloured green and marked with a numbering beginning with "V" on the Plans and any Subsequent Phase Sub-Deed Plans (excluding any Parking Space for Disabled Persons (Residential)).

"**Wider Common Corridors and Lift Lobbies**" means the wider common corridors and lift lobbies of the Development which is for identification purpose only shown coloured green stippled black on the Plans and any Subsequent Phase Sub-Deed Plans.

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

PART B – Interpretation

1. Words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter and vice versa and words importing persons shall include corporations and vice versa.

2. Where any word or expression is defined in this Deed, such definition shall extend to the grammatical variations and cognate expressions of such word or expression.

3. The words "**other**", "**include**", "**including**" and "**in particular**" do not limit the generality of any preceding words and are not to be construed as being limited to the same class as the preceding words where a wider construction is possible.

4. References to "**law**" include all rules of common law and equity, ordinances, subsidiary and subordinate legislation, orders, rules and regulations, any other matters having the force of law, any notice, order, demand or communication of a similar nature issued pursuant to any of the above or any order, decree, judgment, award or decision of any court or tribunal, and references to any ordinance or statutory provisions shall include or mean any statutory amendments, modifications or re-enactments thereof from time to time being in force and any orders, regulations, instruments or other subordinate legislation made under the relevant ordinance or statutory provision.

5. References to any Clause, Schedule and Annex shall be references to the relevant clause in, schedule in or (as the case may be) annex to this Deed. Headings are inserted for reference only and in no way shall any of the provisions of this Deed be construed or interpreted by reference thereto or in any way affected or limited thereby.

6. References to any Unit, Residential Unit, Residential Private Parking Space, the Non-Industrial Portion, the Public LGV Carpark, the Pedestrian Subway, the New Pedestrian Subway Opening and Connection, the Common Areas and Facilities, the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Parking Common Areas and Facilities, the Residential Parking Common Areas and Facilities, the NIP Common Areas and Facilities, the Public Open Space, the Pedestrian Link 1, the Pedestrian Link 2, the Slope Structures, the Off-site Areas, the Insurance Applicable Areas, the Development, Phase 1, any Subsequent Phase and the Land are references to each and every part thereof.

7. References to any Government bureau, department or official shall include a reference to any other Government bureau, department or official from time to time substituting the first mentioned Government bureau, department or official or performing (in whole or in part) such of the functions performed by the first mentioned Government bureau, department or official as are relevant for the purpose of this Deed.

8. An obligation or covenant of an Owner not to do an act or thing includes an obligation or covenant not to permit or suffer that thing or act to be done by another person, including without limitation, that Owner's any tenant, licensee, visitor and guest.

9. For the purpose of Clause 4.5.3, Clause 8.2.7, Clause 8.2.8 and Clause 8.2.15, "accountant" shall be as defined in the Ordinance.

10. For the purpose of Schedule 11, a reference to a person's acting for a corporate flat owner for a meeting—

    (a) is a reference to—

        (i) the person's attending the meeting; and

        (ii) the person's performing all the functions of an owner at, or otherwise in connection with, the meeting,

        on behalf of the corporate flat owner; and

    (b) does not include the person's performing any function as a proxy.

11. References to "management office of the Development" in this Deed shall be taken to be references to the caretakers' office of the Development (which are for identification purpose respectively marked with a label containing "CARETAKERS' OFFICE" on the Subsequent Phase Sub-Deed Plans) Provided That until there is any such caretakers' office in a Completed Phase, references to "management office of the Development" in this Deed shall be temporarily taken to be references to caretakers' counter in Phase 1 (marked "CARETAKER T2" on the Plans) during which period the said caretakers' counter in Phase 1 shall be deemed to be Development Common Areas and Facilities for the purpose of Schedule 5.

SEALED with the Common Seal of)
)
the First Owner and SIGNED by)
)
)
)
duly authorized by the board of)
)
directors, whose signature(s) is/are)
)
verified by / in the presence of :-)
)
)
)
)

Solicitor, Hong Kong SAR

SIGNED SEALED and)
)
DELIVERED)
)
by the First Assignee (Holder(s) of)
)
Hong Kong Identity Card(s) No(s).)

and) in the presence of :-

INTERPRETED to the First Assignee by :-

OR

SEALED with the Common Seal of)
)
the First Assignee and SIGNED by)
)
)
)
duly authorized by the board of)
)
directors, whose signature(s) is/are)
)
verified by / in the presence of :-)
)
)

OR

EXECUTED and DELIVERED as)
)
a deed by the First Assignee acting)
)
through)
)
)
)
[insert name(s) and description of)
)
office(s) of authorized signatory(ies)])
)
duly authorized by the board of)
directors, whose signature(s) is/are
verified by / in the presence of :-

SEALED with the Common Seal of)
)
the DMC Manager and SIGNED)
)
by)
)
)
)
duly authorized by the board of)
)
directors, whose signature(s) is/are)
)
verified by / in the presence of :-)

Solicitor, Hong Kong SAR

α[SEALED with the Common Seal of)
)
the Mortgagee and SIGNED by)
)
)
)
)
)
duly authorized by the board of)
)
directors, whose signature(s) is/are)
)
verified by / in the presence of :-)]

α [SIGNED SEALED and)
DELIVERED)
)
by [insert name(s) of attorney(s)], the)
)
lawful attorney(s) of Bank of China)
)
(Hong Kong) Limited (in its capacity as)
)
security trustee for the Secured Parties)
)
as referred to in the Mortgage) whose)
)
signature(s) is/are verified by:-)]

[α To be deleted if the Mortgage has been released upon execution hereof.]

ANNEX I
PLANS

LEGEND

- (G) GREEN – RESIDENTIAL COMMON AREAS AND FACILITIES
- (G) GREEN HATCHED BLACK – RECREATIONAL AREAS AND FACILITIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
- (G) GREEN STIPPLED BLACK – WIDER COMMON CORRIDORS AND LIFT LOBBIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
- (I) INDIGO – RESIDENTIAL PARKING COMMON AREA AND FACILITIES
- (I) INDIGO DOTTED LINE – COVERED LANDSCAPE AND PLAY AREA
- (V) VIOLET – PARKING COMMON AREA AND FACILITIES
- (Y) YELLOW – DEVELOPMENT COMMON AREAS AND FACILITIES
- (Y) YELLOW HATCHED BLACK – PASSAGE AREA (DEVELOPMENT COMMON AREAS AND FACILITIES)
- (P) PINK – NON-INDUSTRIAL PORTION IN PHASE 1
- (O) ORANGE DOTTED LINES – UNCOVERED AREA OF NON-INDUSTRIAL PORTION IN PHASE 1
- (R) RED – NIP COMMON AREAS AND FACILITIES
- (R) RED DOTTED LINES – NON-STRUCTURAL PREFABRICATED EXTERNAL WALL
- (B) BROWN DOTTED LINES – PEDESTRIAN LINK 1
- STIPPLED BLACK – BALCONY
- (GY) SUBSEQUENT PHASES

ABBREVIATIONS

B.W.	BAY WINDOW
C.W.	CURTAIN WALL
BAL.	BALCONY
A/C P.	A/C PLATFORM
O.KIT.	OPEN KITCHEN
R.S.M.R.R.	REFUSE STORAGE AND MATERIAL RECOVERY ROOM
P.D.	PIPE DUCT
W.M.C.	WATER METER CABINET
B.M.U.	BUILDING MAINTENANCE UNIT
LOB	LIFT LOBBY
TX SHAFT	TRANSFORMER ROOM SHAFT
EL. RM.	ELECTRICAL ROOM
A.D.	AIR DUCT
EMR	ELECTRIC METER ROOM
H.R.	HOSE REEL
ELV	EXTRA LOW VOLTAGE
*	FIREMAN'S LIFT LOBBY
#	PROTECTED LIFT LOBBY TO A REQUIRED STAIRCASE
F.S. WATER TANK & PUMP RM.	FIRE SERVICE WATER TANK & PUMP ROOM
P.D. RM.	PIPE DUCT ROOM
CABLE RISER DUCT RM.	CABLE RISER DUCT ROOM
F.S. TRANSFER PUMP & TANK RM.	FIRE SERVICE TRANSFER PUMP & TANK ROOM
SPR & SFH & FS TRANSFER PUMP & TANK RM.	SPRINKLER & STREET FIRE HYPRANT & FIRE SERVICE TRANSFER PUMP & TANK ROOM
A.D. FOR SES	AIR DUCT FOR SMOKE EXTRACTION SYSTEM
T.G.	TOWN GAS
P.D. (T.G.)	PIPE DUCT (TOWN GAS)
EL METER RM. (FOR CARPARK)	ELECTRICAL METER ROOM (FOR CARPARK)
TBE RM.	TELECOMMUNICATIONS AND BOARDCASTING ROOM
F.S.I.	FIRE SERVICE INLET
F.S. CONTROL ROOM	FIRE SERVICE CONTROL ROOM
EL RISER DUCT	ELECTRICAL RISER DUCT
FUEL TANK RM.	FUEL TANK ROOM
FAN RM.	FAN ROOM
CABLE DUCT RM.	CABLE DUCT ROOM
GENERATOR RM.	GENERATOR ROOM
LV SWITCH ROOM	LOW VOLTAGE SWITCH ROOM
SPR WATER TANK & PUMP ROOM	SPRINKLER WATER TANK & PUMP ROOM
SPR CONTROL VALVE	SPRINKLER CONTROL VALVE
RCV	REFUSE COLLECTION VEHICLE
SFH TANK	STREET FIRE HYDRANT TANK
F.S. WATER TANK	FIRE SERVICE WATER TANK
C.D.	CABLE DUCT
SPR TANK	SPRINKLER WATER TANK

DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN (PHASE 1)
GENERAL NOTES AND LEGEND

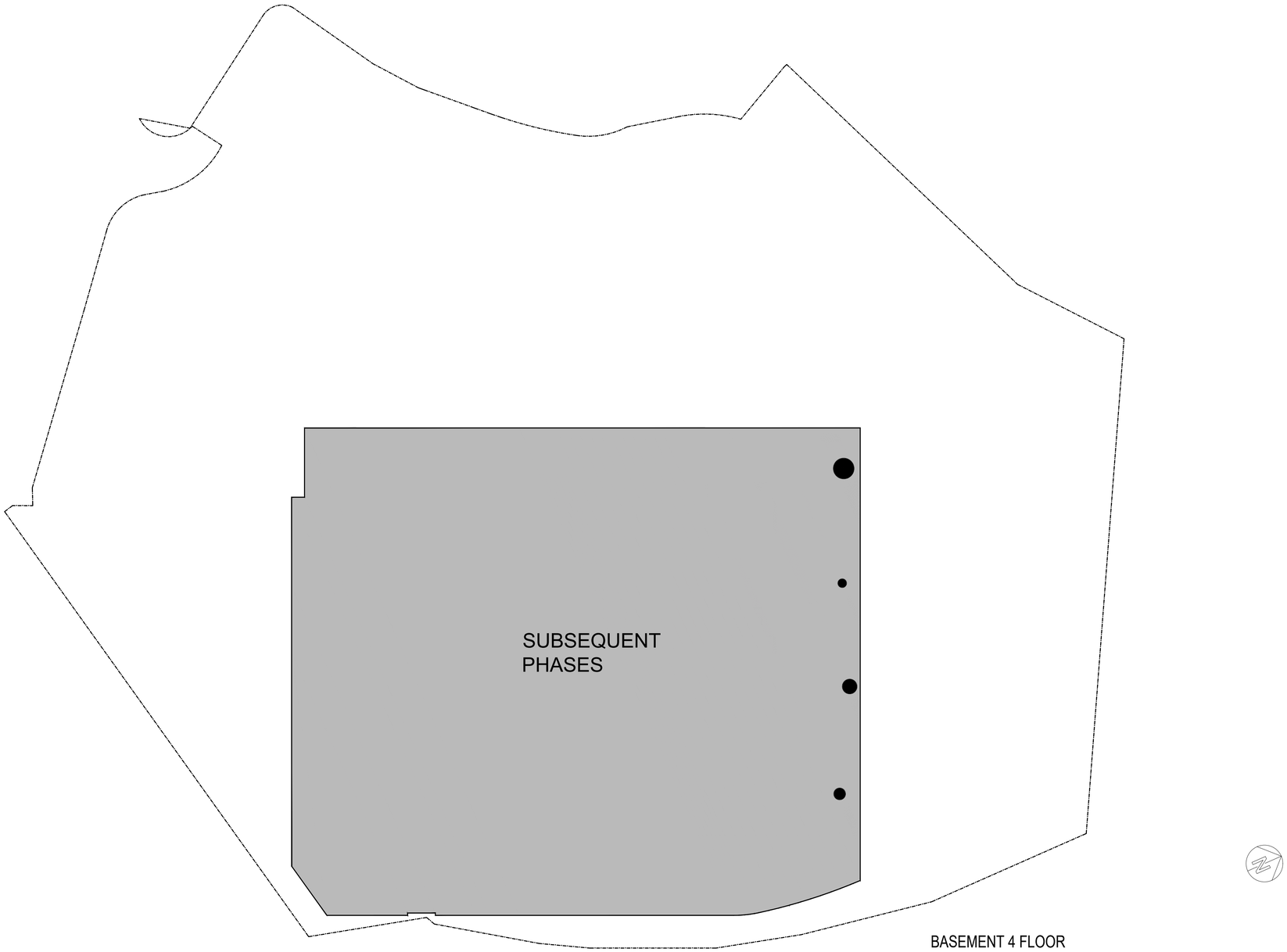
DRAWING NO.

GN_DMC-PH1

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CHENG YAN YING GRACE
AUTHORIZED PERSON
Date : 30th Sept 2026

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BASEMENT 4 FLOOR

SCALE 1:400

DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN (PHASE 1)
BASEMENT 4 FLOOR

DRAWING NO.

226_DMC-PH1

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BASEMENT 3 FLOOR

SCALE 1:400

DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN (PHASE 1)
BASEMENT 3 FLOOR

DRAWING NO.

227_DMC-PH1

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BASEMENT 2 FLOOR

SCALE 1:400

DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN (PHASE 1)
BASEMENT 2 FLOOR

DRAWING NO.

228_DMC-PH1

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DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN (PHASE 1)
BASEMENT 1 FLOOR

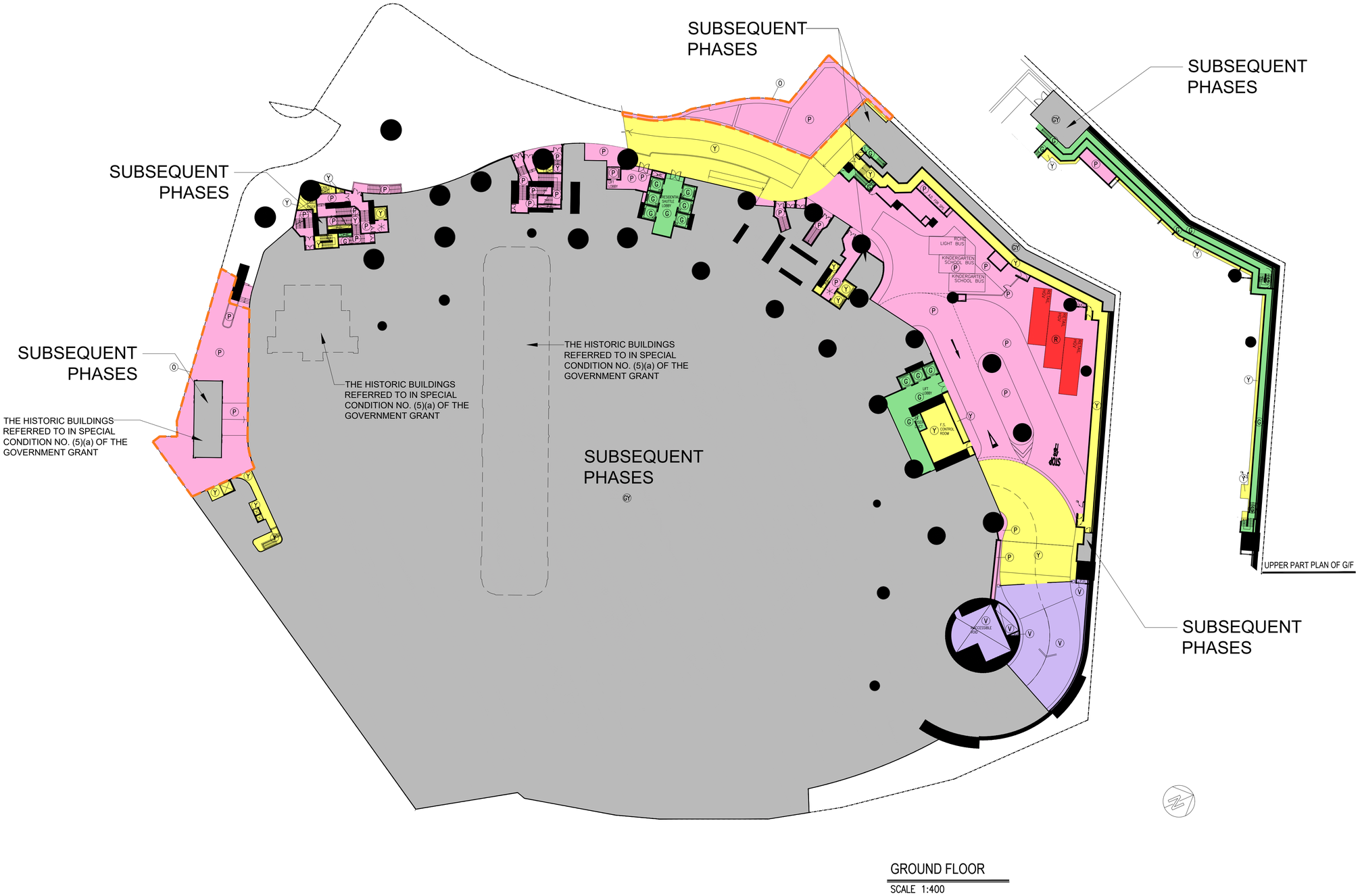
DRAWING NO.

229_DMC-PH1

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GROUND FLOOR

SCALE 1:400

DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN (PHASE 1)
GROUND FLOOR

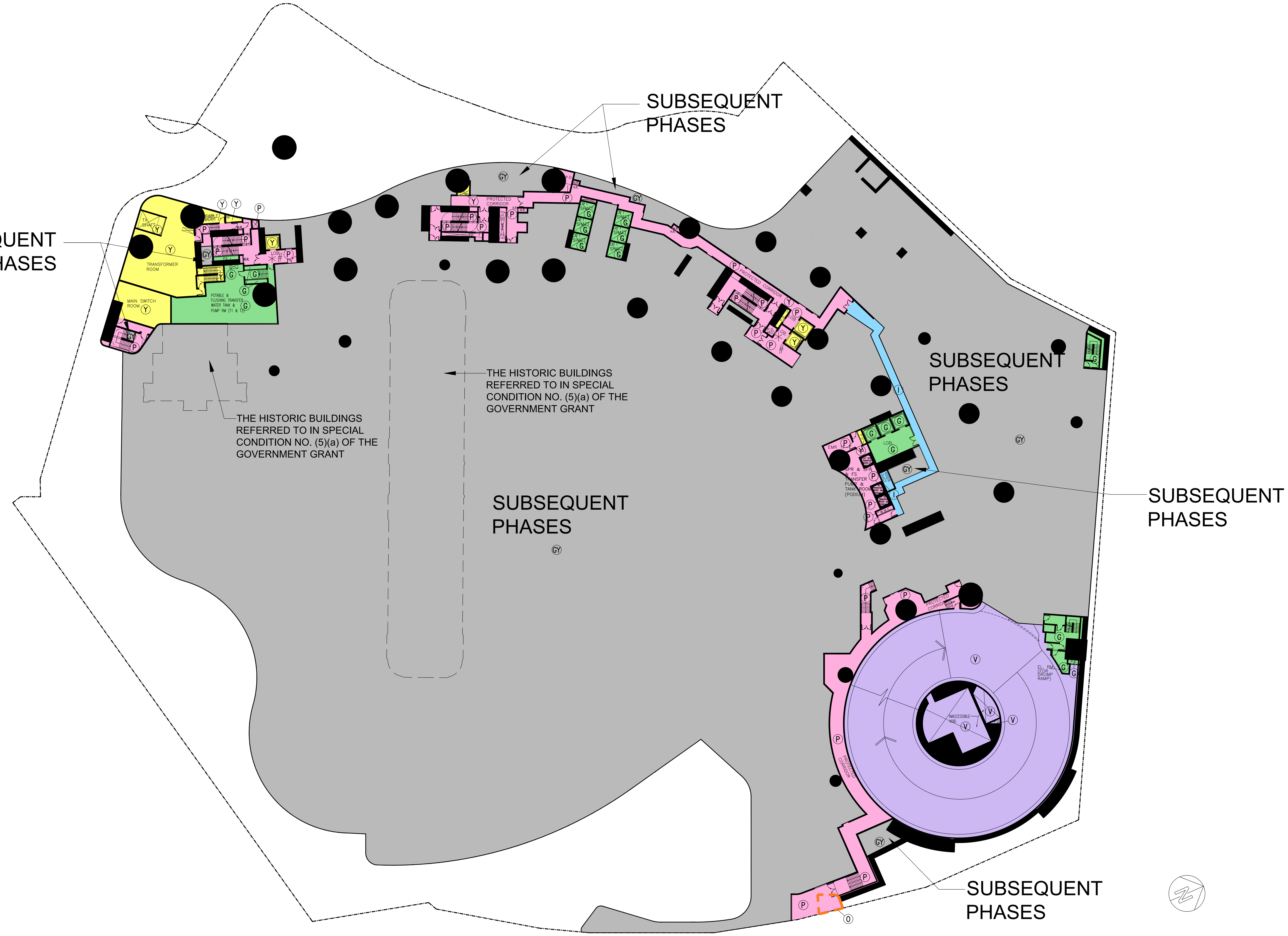
DRAWING NO.

230_DMC-PH1

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FIRST FLOOR

SCALE 1:400

DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN (PHASE 1)
FIRST FLOOR

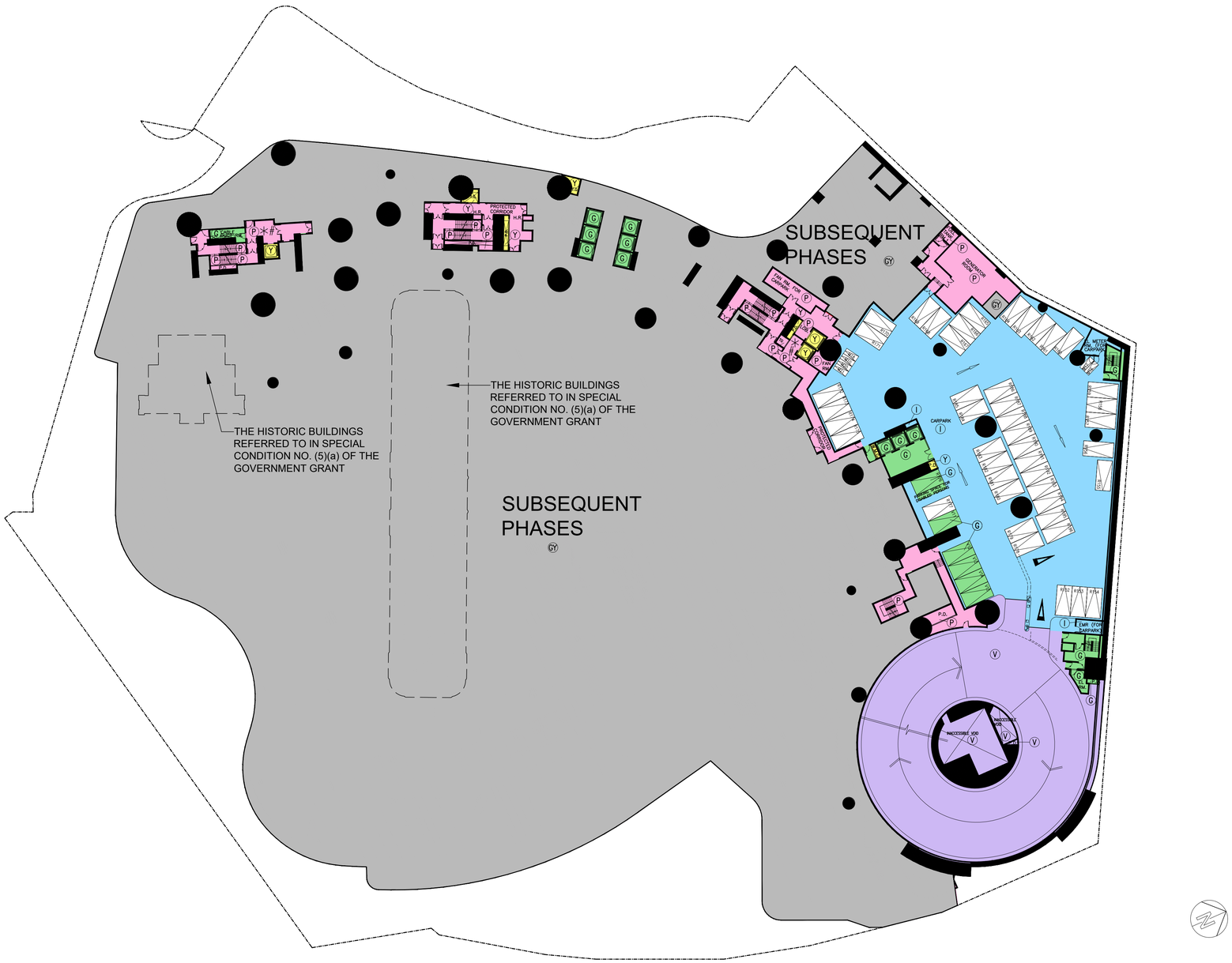
DRAWING NO.

231_DMC-PH1

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SECOND FLOOR

SCALE 1:400

DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN (PHASE 1)
SECOND FLOOR

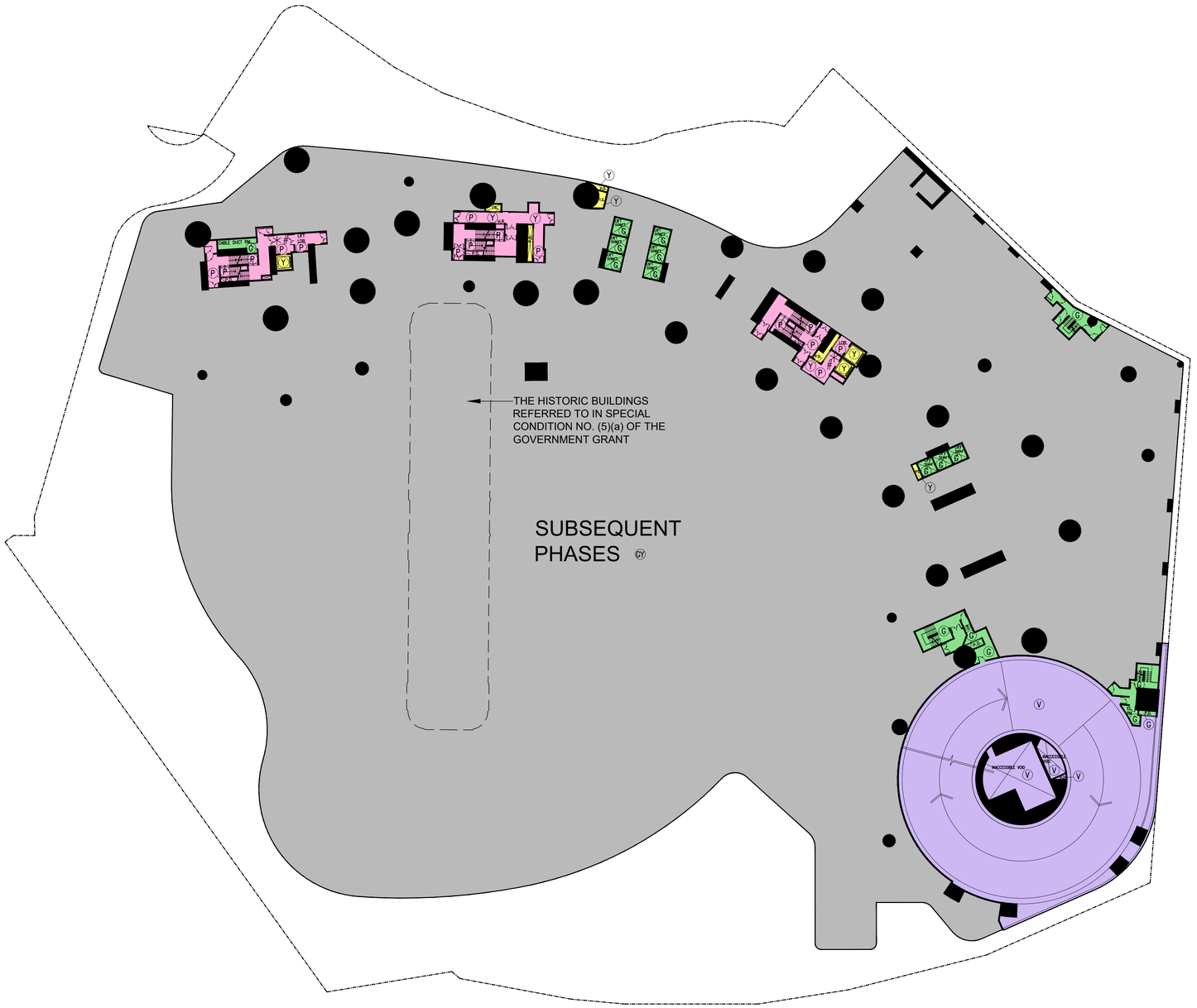
DRAWING NO.

232_DMC-PH1

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THIRD FLOOR

SCALE 1:400

DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN (PHASE 1)
THIRD FLOOR

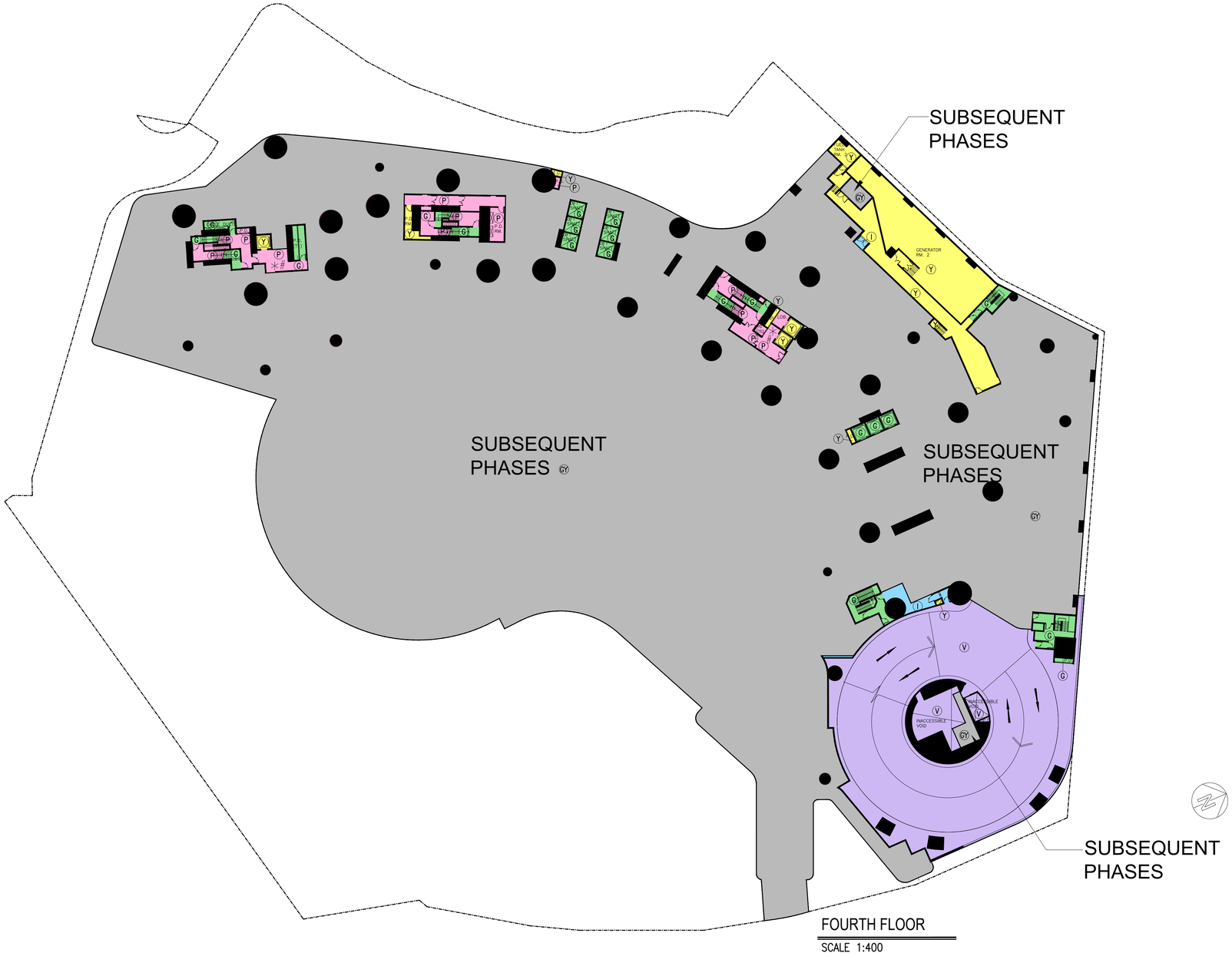
DRAWING NO.

233_DMC-PH1

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FOURTH FLOOR

SCALE 1:400

DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN (PHASE 1)
FOURTH FLOOR

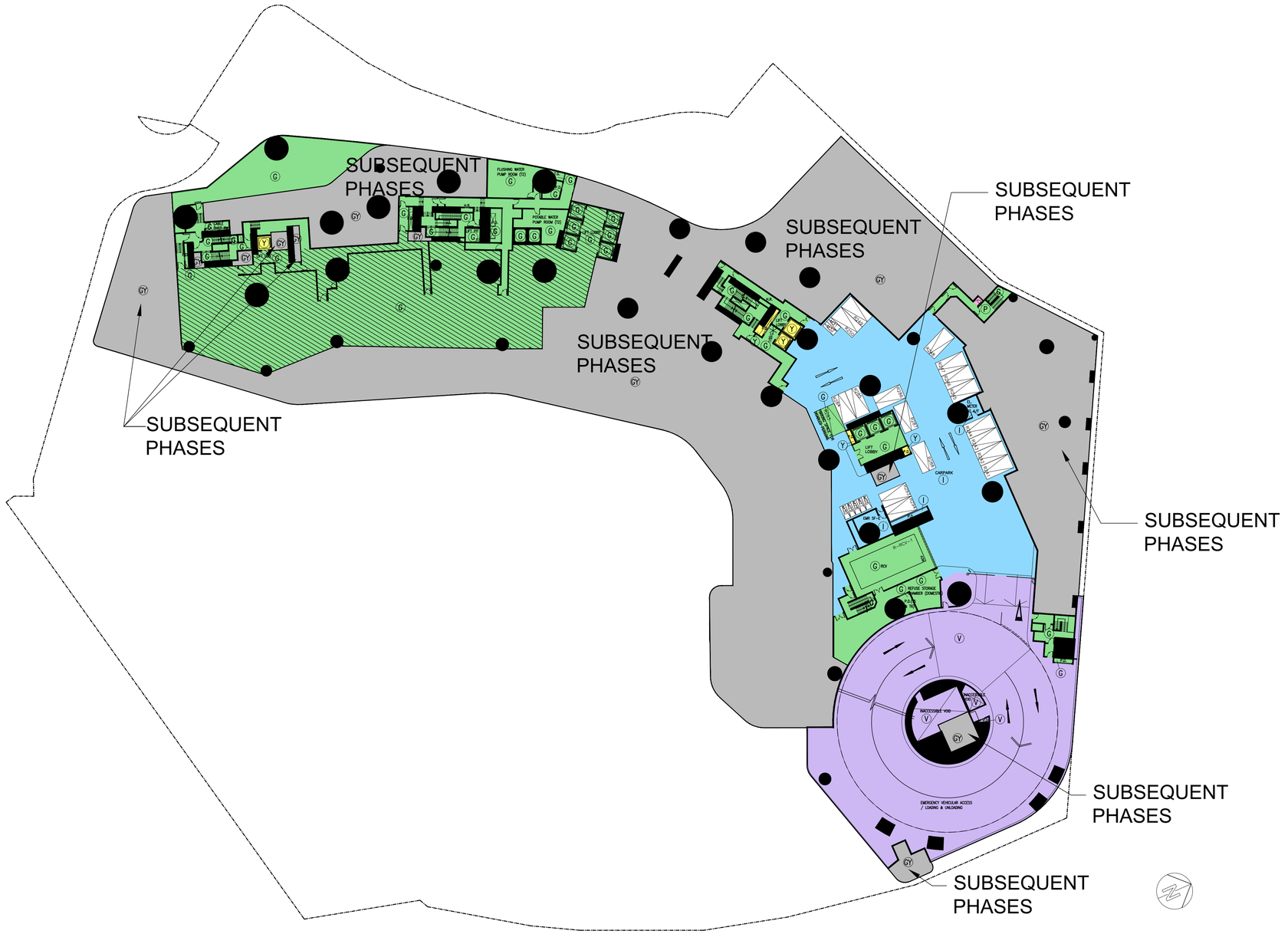
DRAWING NO.

234_DMC-PH1

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FIFTH FLOOR

SCALE 1:400

DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN (PHASE 1)
FIFTH FLOOR

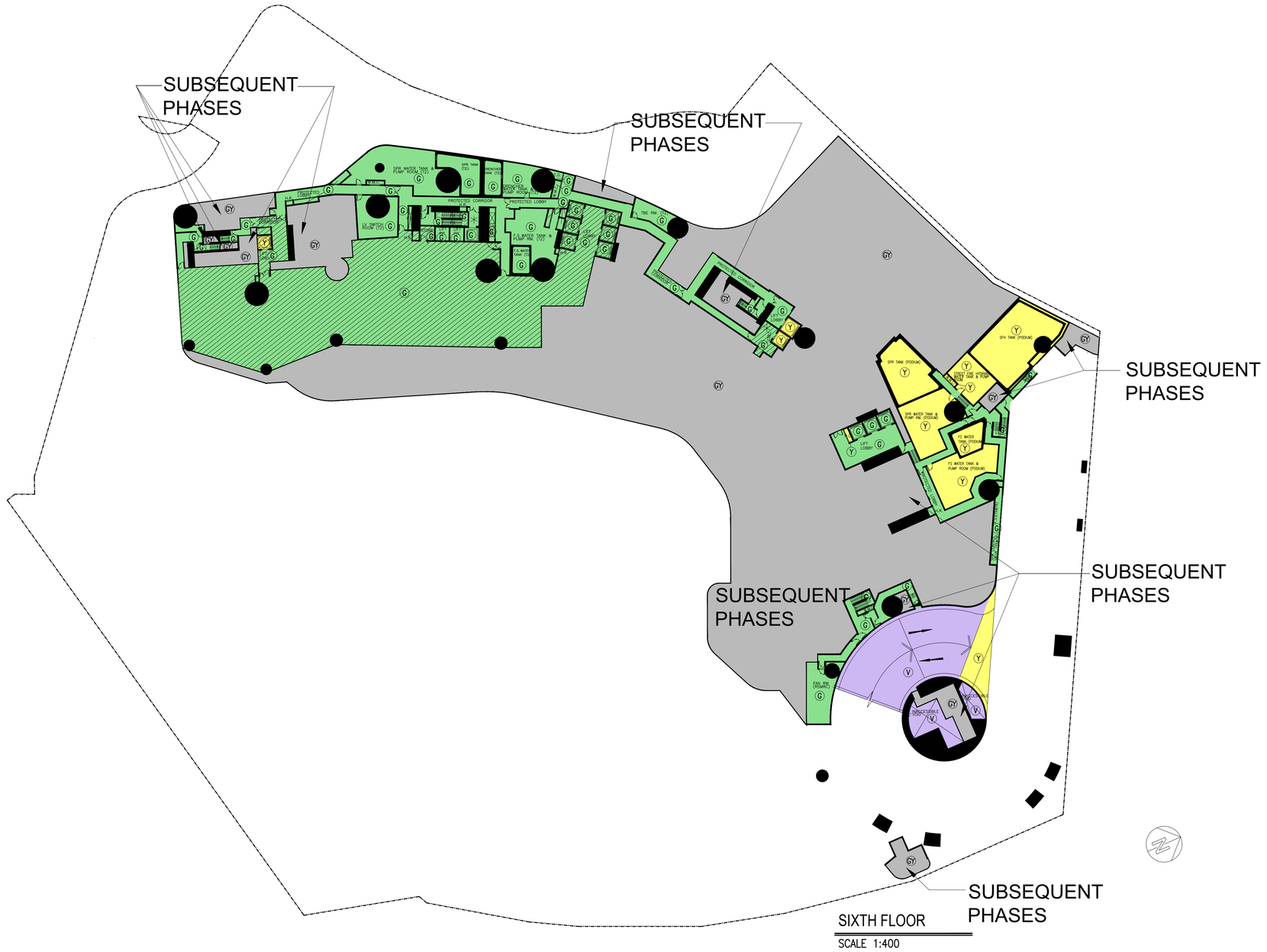
DRAWING NO.

235_DMC-PH1

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DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN (PHASE 1)
SIXTH FLOOR

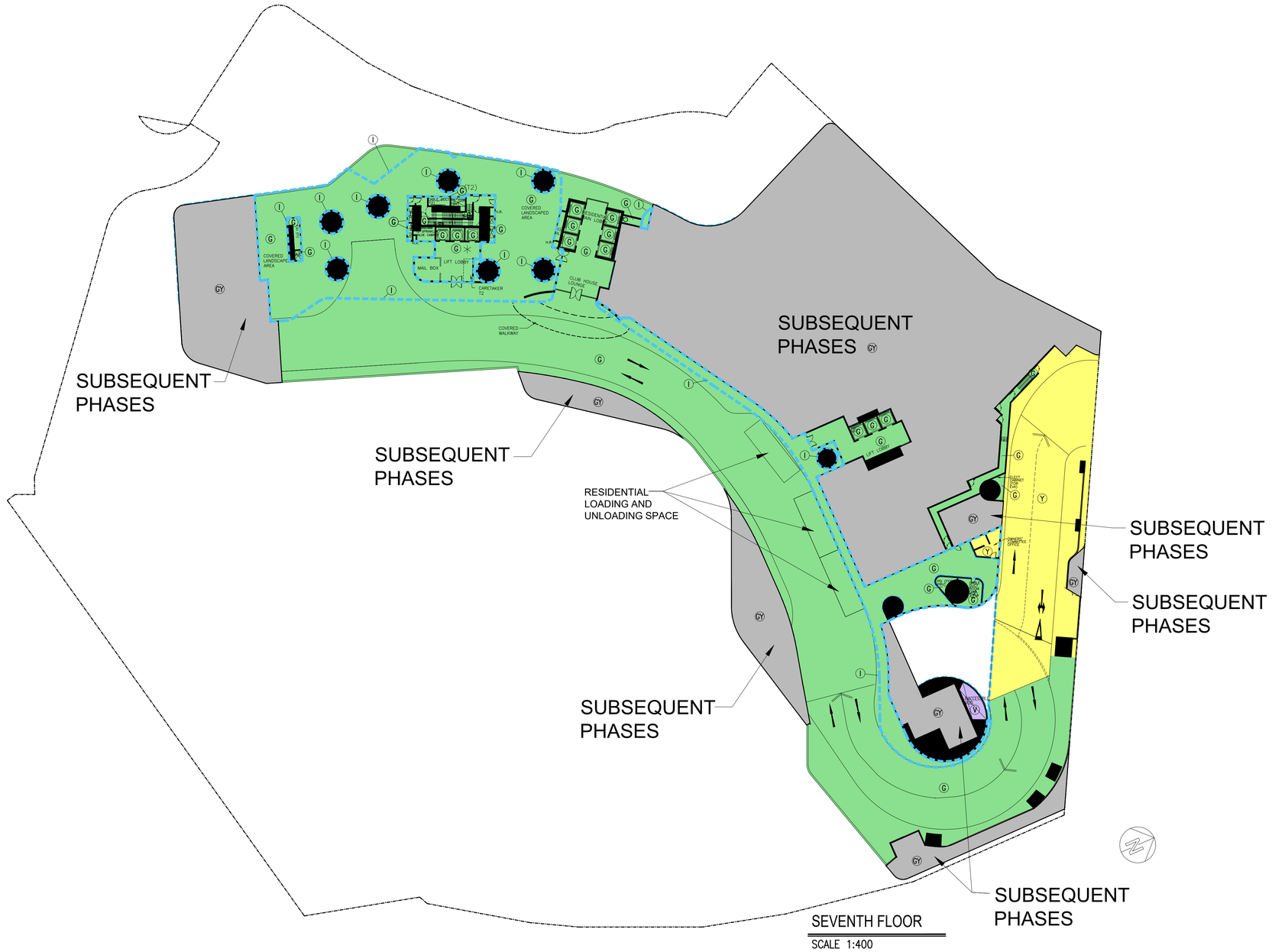
DRAWING NO.

236_DMC-PH1

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DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN (PHASE 1)
SEVENTH FLOOR

DRAWING NO.

237_DMC-PH1

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EIGHTH FLOOR

SCALE 1:400

DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN (PHASE 1)
EIGHTH FLOOR

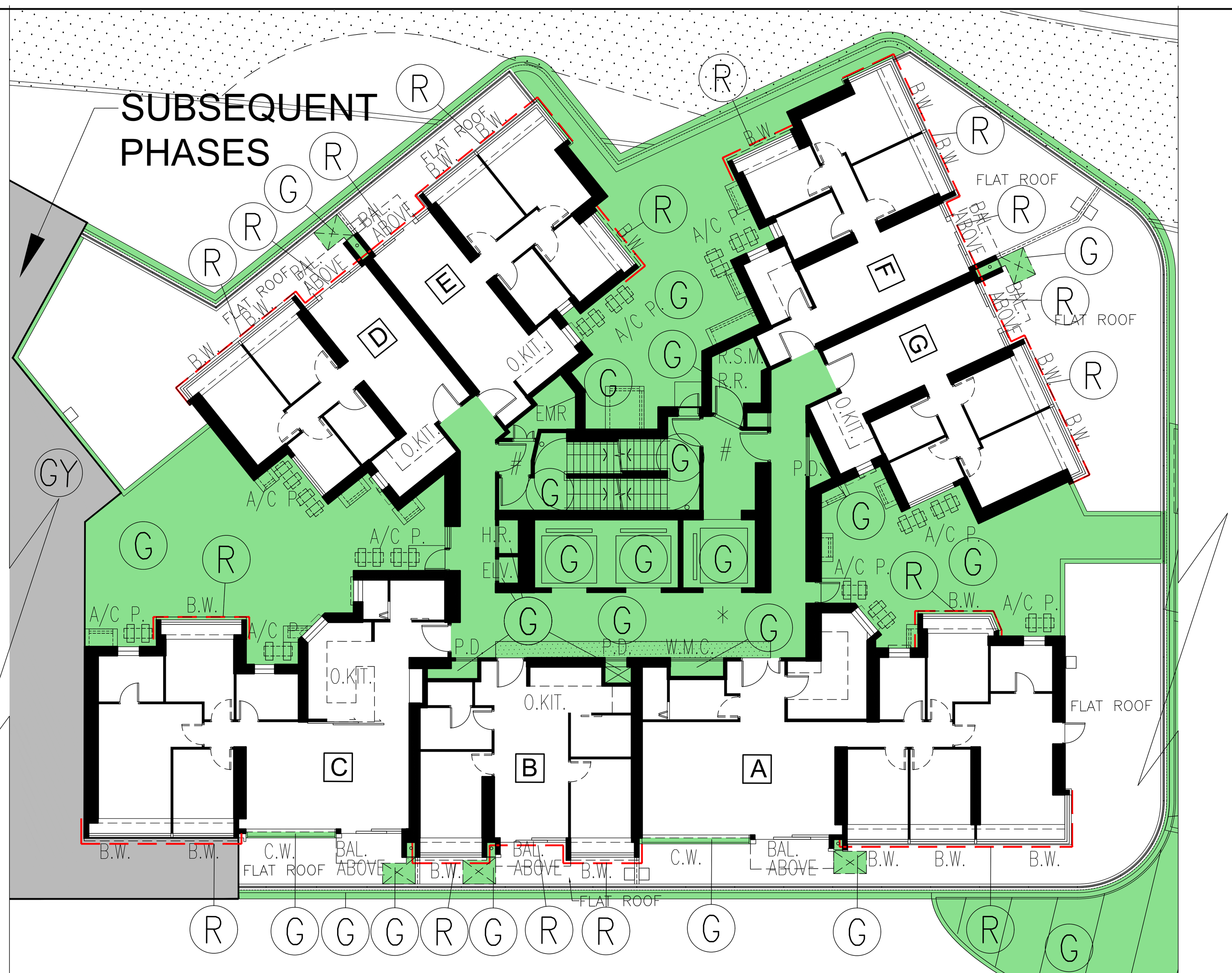
DRAWING NO.

238_DMC-PH1

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8/F PLAN

(TOWER 2) SCALE 1:150



28/F TO 46/F AND 48/F TO 65/F PLAN (TYPICAL)

(33 STOREYS) (34/F, 44/F, 54/F & 64/F OMITTED) SCALE 1:150



9/F TO 26/F PLAN (TYPICAL)

(15 STOREYS) (13/F, 14/F, 24/F OMITTED) SCALE 1:150



66/F PLAN

(TOWER 2) SCALE 1:150

DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN (PHASE 1)
TOWER 2 TYPICAL LAYOUT

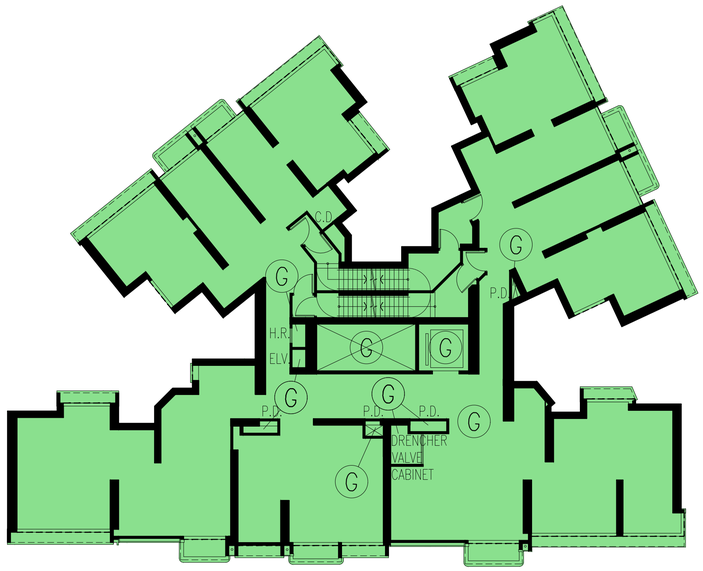
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246_DMC-PH1

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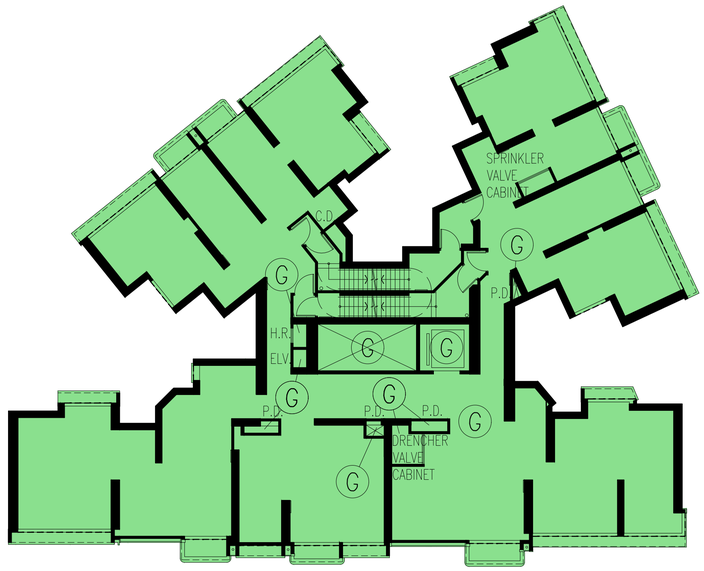
CHENG YAN YING GRACE
AUTHORIZED PERSON
Date : 23th Sept 2026

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27/F PLAN (REFUGE FLOOR 1))

(TOWER 2) SCALE 1:150



47/F PLAN (REFUGE FLOOR 2)

(TOWER 2) SCALE 1:150

DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN (PHASE 1)
TOWER 2 REFUGE FLOOR & & REFUGE FLOOR 2

DRAWING NO.

247_DMC-PH1

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67/F PLAN (HIGH ZONE 1)
(TOWER 2) SCALE 1:150



68/F PLAN (HIGH ZONE 2)
(TOWER 2) SCALE 1:150

DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN (PHASE 1)
TOWER 2 67/F & 68/F

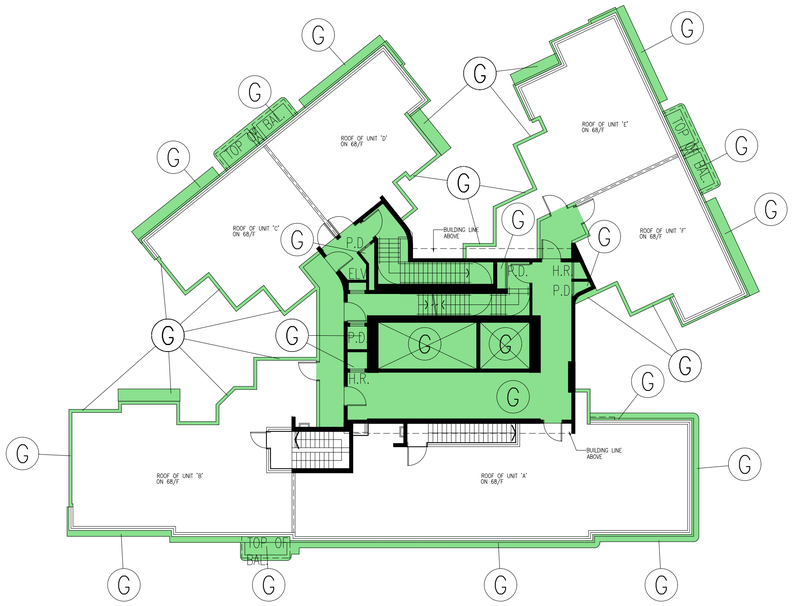
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248_DMC-PH1

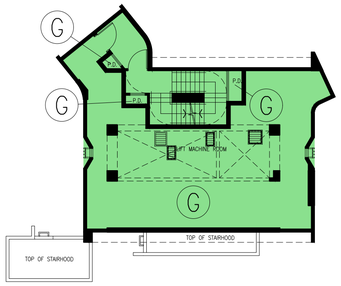
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AUTHORIZED PERSON
Date : 23th Sept 2026

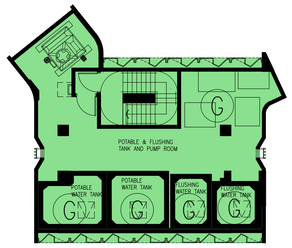
Copyright reserved



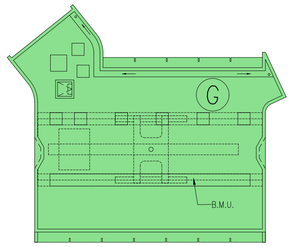
ROOF PLAN
(TOWER 2) SCALE 1:150



UR1/F PLAN (LMR)
(TOWER 2) SCALE 1:150



UR2/F PLAN
(TOWER 2) SCALE 1:150



TOP ROOF PLAN
(TOWER 2) SCALE 1:150

DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN (PHASE 1)
TOWER 2 ROOF, UPPER ROOF AND TOP ROOF FLOOR

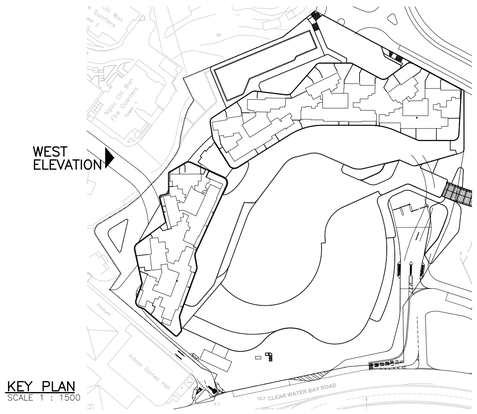
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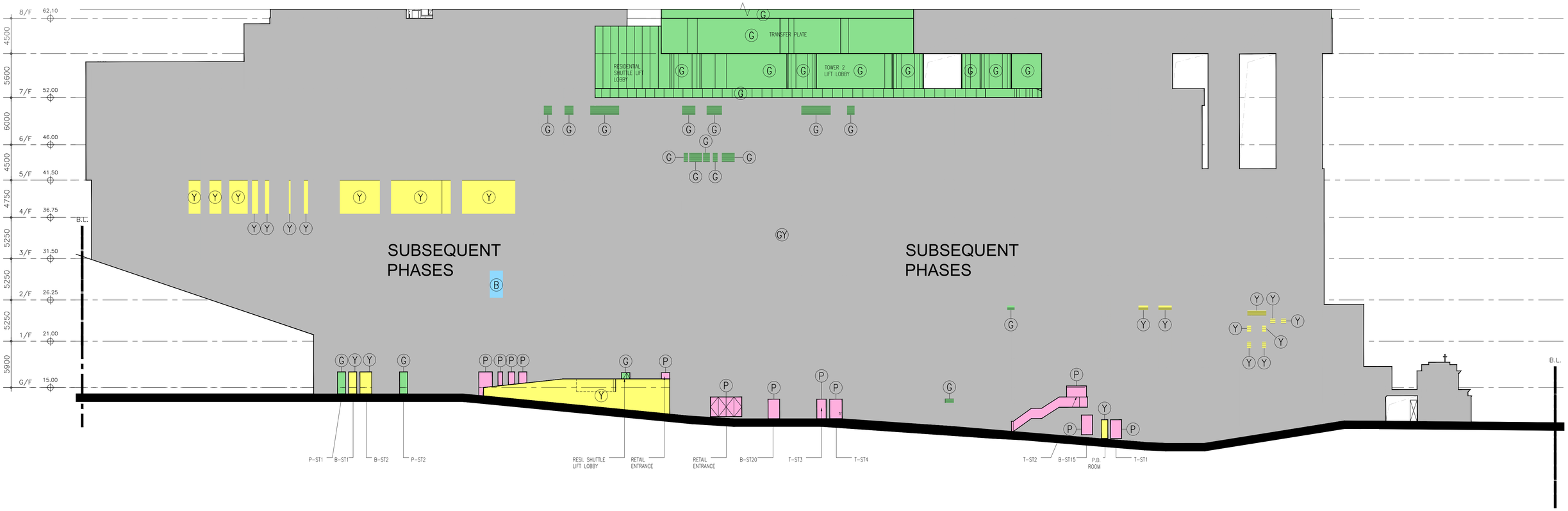
249_DMC-PH1

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WEST ELEVATION

SCALE 1:250

DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN (PHASE 1)
WEST ELEVATION

DRAWING NO.

269_DMC-PH1

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ANNEX II
PLANS SHOWING SLOPE STRUCTURES

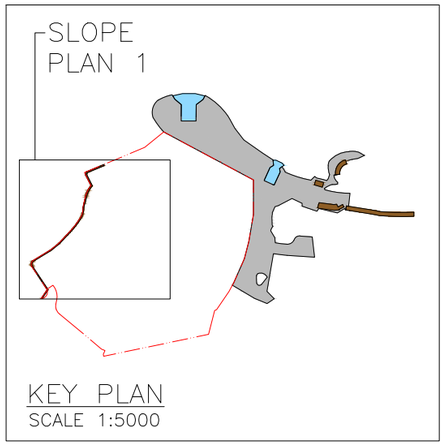
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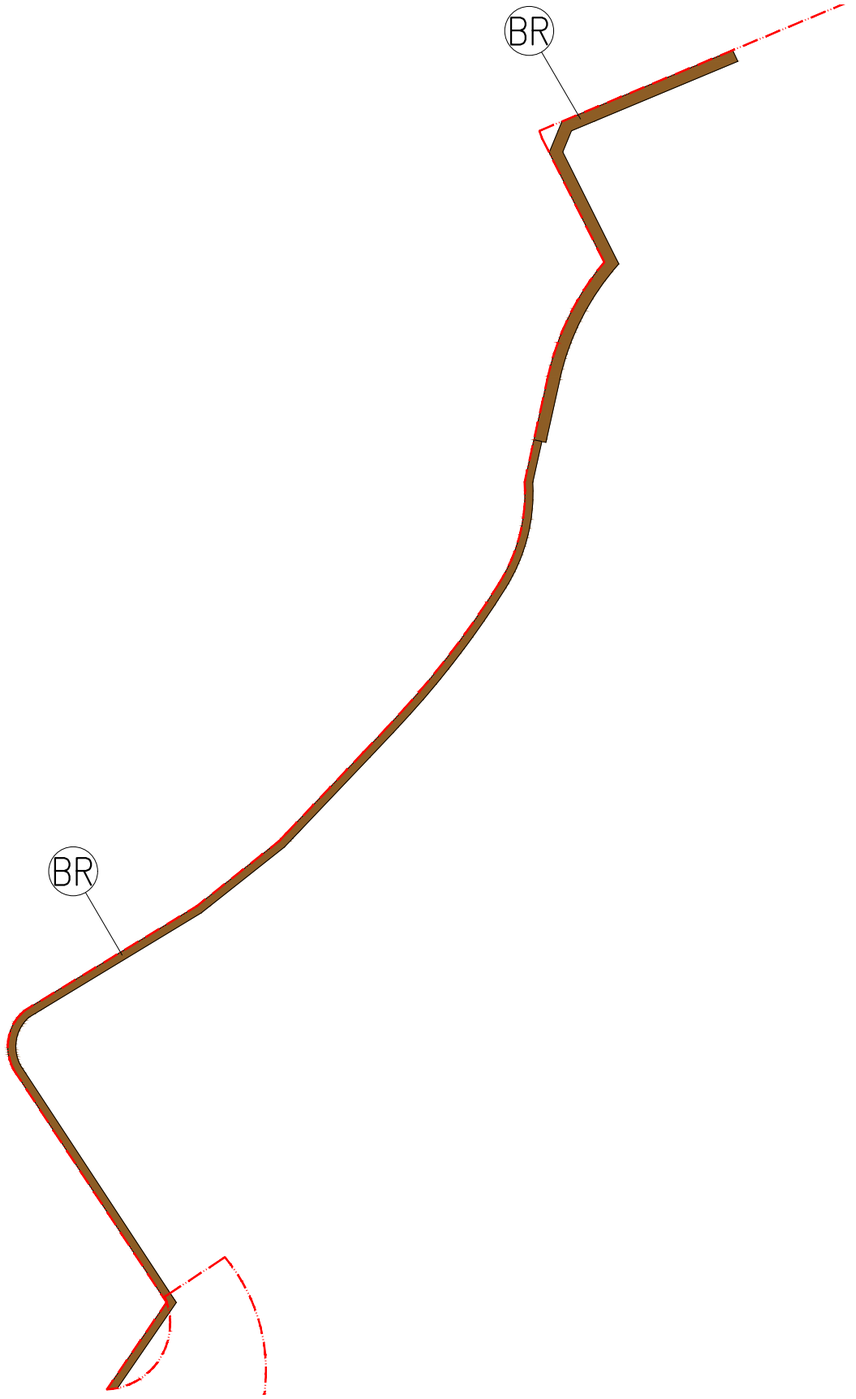
GY SLOPE

B RIGID BARRIER

BR RETAINING WALL

DEVELOPMENT SITE BOUNDARY





N

0 10 20 30m

SLOPE PLAN 1

SCALE 1:500

DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN
SLOPE PLAN 1

DRAWING NO.

SLOPE PLAN 1_DMC

I HEREBY CERTIFY AS TO ACCURACY OF THIS PLAN AND THAT THIS SET OF PLANS INCLUDES ALL THE SLOPE STRUCTURES:

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AUTHORIZED PERSON
Date : 5th Oct 2026

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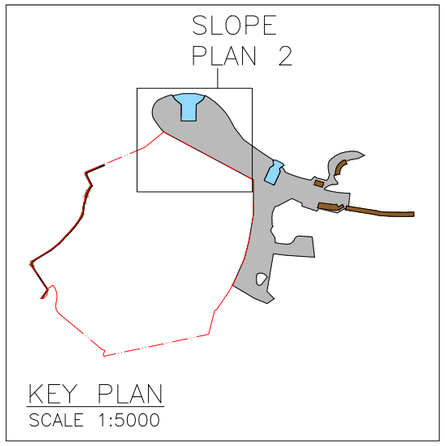
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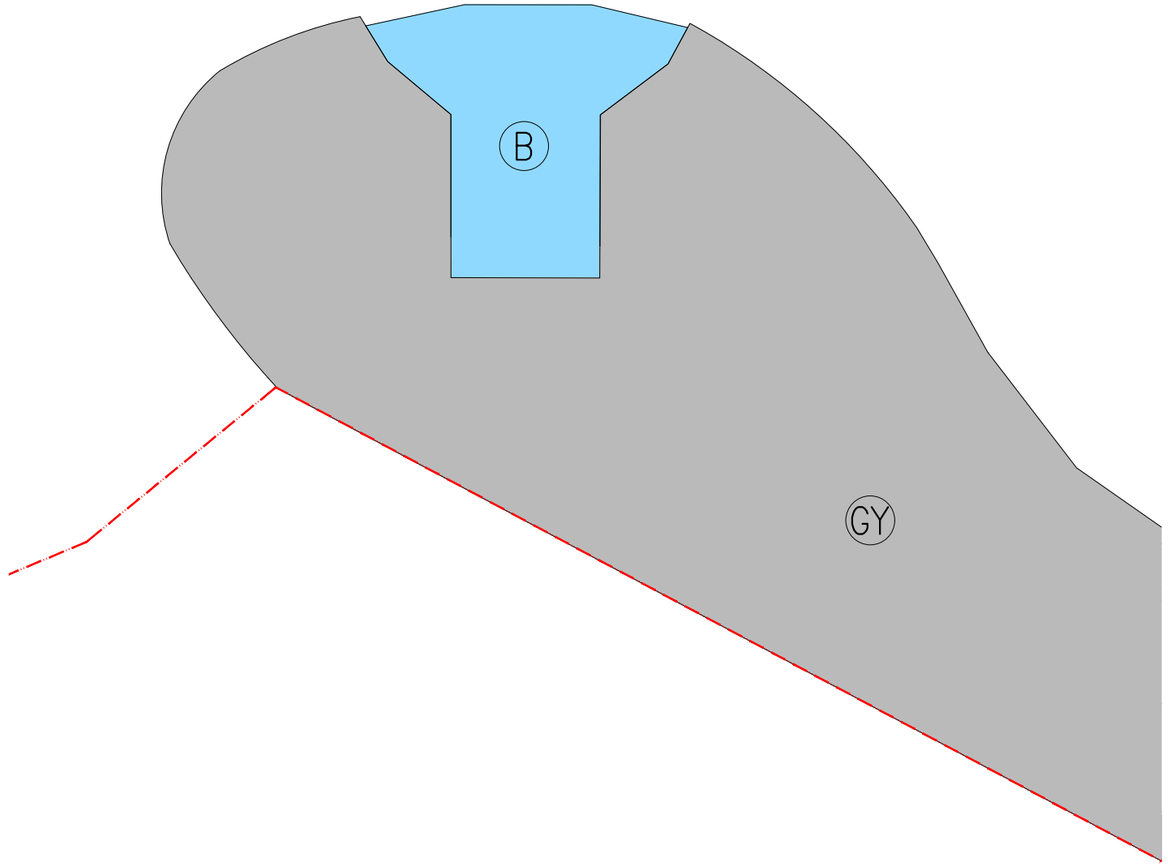
GY SLOPE

B RIGID BARRIER

BR RETAINING WALL

DEVELOPMENT SITE BOUNDARY





N

0 10 20 30m

SLOPE PLAN 2

SCALE 1:500

DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN
SLOPE PLAN 2

DRAWING NO.

SLOPE PLAN 2_DMC

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Date : 5th Oct 2026

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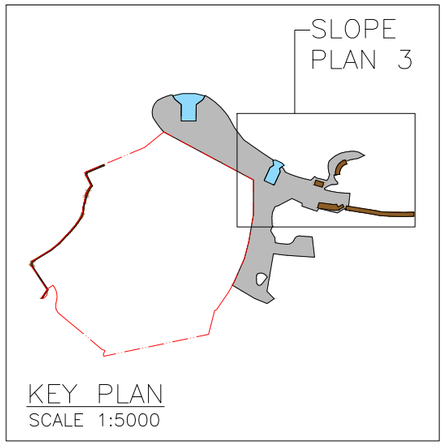
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GY SLOPE

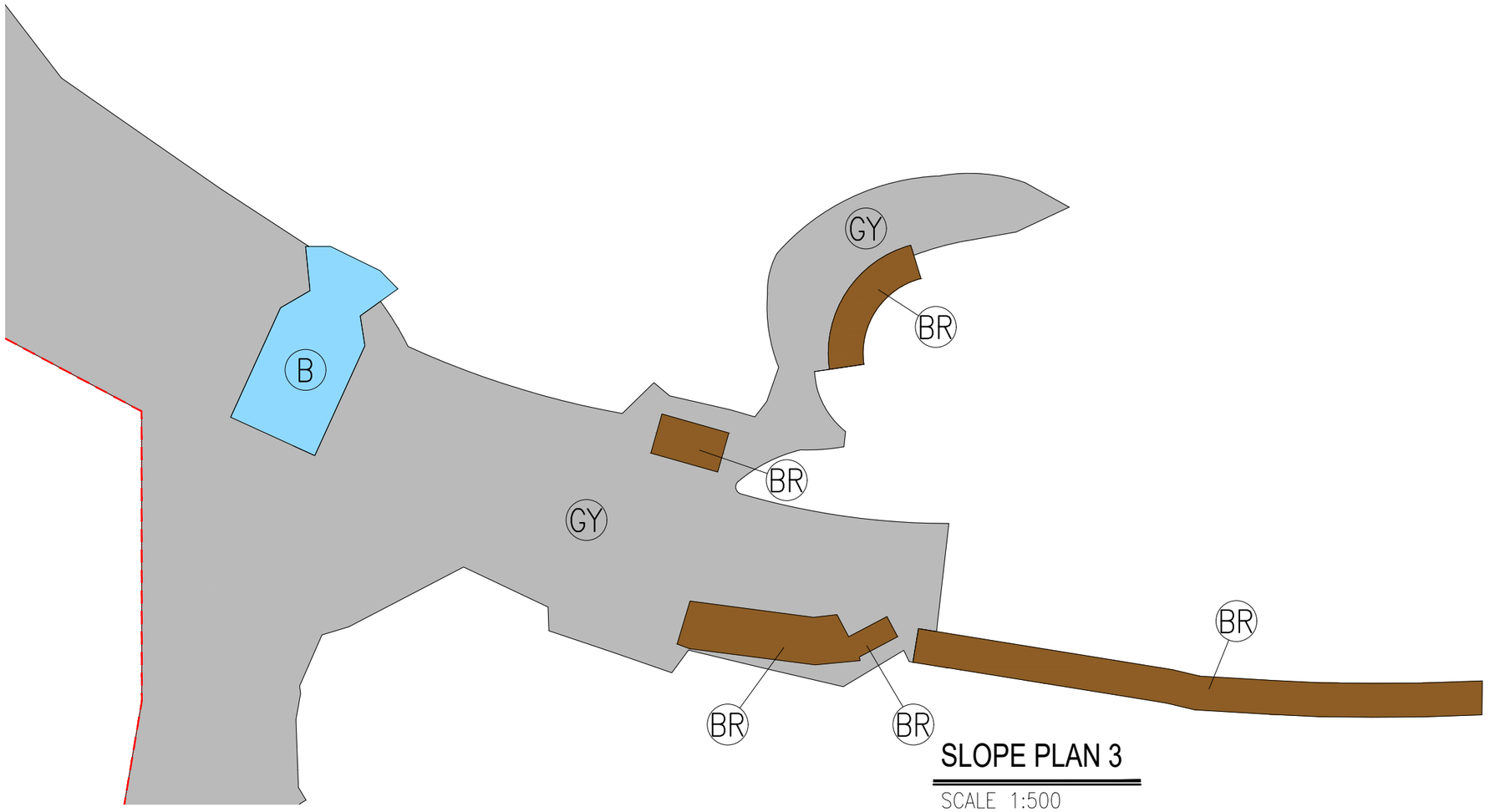
B RIGID BARRIER

BR RETAINING WALL

DEVELOPMENT SITE BOUNDARY



KEY PLAN
SCALE 1:5000



SLOPE PLAN 3
SCALE 1:500

N

0 10 20 30m

DATE	REVISION NO.	DESCRIPTION

PROJECT
PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE
DMC PLAN
SLOPE PLAN 3

DRAWING NO.
SLOPE PLAN 3_DMC

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Date : 5th Oct 2026

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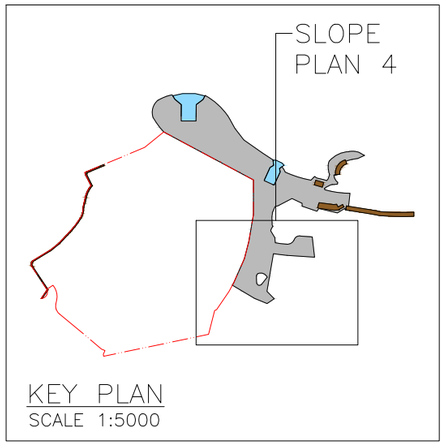
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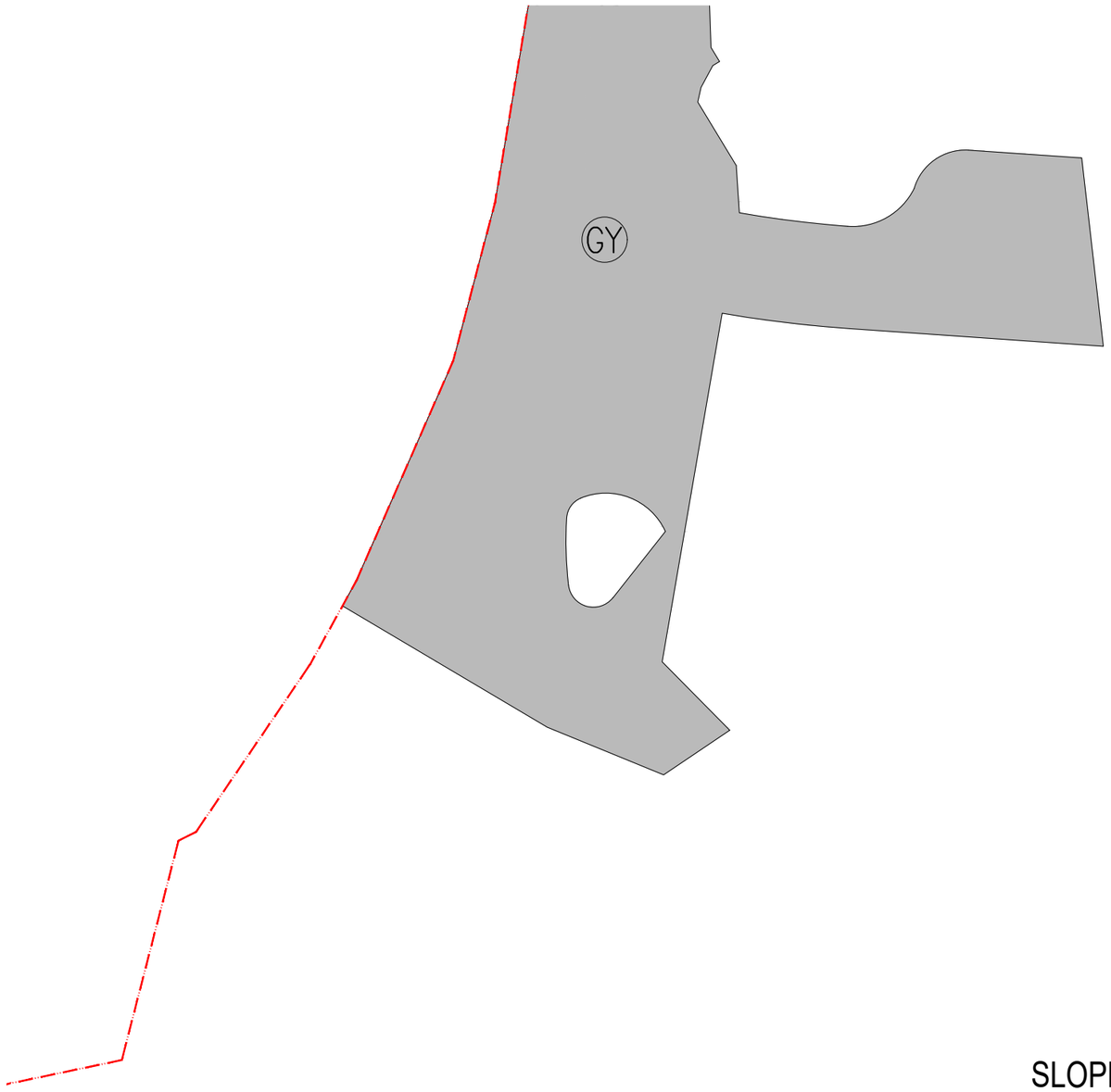
GY SLOPE

B RIGID BARRIER

BR RETAINING WALL

DEVELOPMENT SITE BOUNDARY





N

0 10 20 30m

SLOPE PLAN 4

SCALE 1:500

DATE	REVISION NO.	DESCRIPTION

PROJECT

PROPOSED DEVELOPMENT AT
THE REMAINING PORTION OF NKIL 6458

DRAWING TITLE

DMC PLAN
SLOPE PLAN 4

DRAWING NO.

SLOPE PLAN 4_DMC

I HEREBY CERTIFY AS TO ACCURACY OF THIS PLAN AND THAT THIS SET OF PLANS INCLUDES ALL THE SLOPE STRUCTURES:

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Date : 5th Oct 2026

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