

Dated the _____ day of _____ 20____

WELL CAPITAL (H.K.) LIMITED

and

and

[*]

**DEED OF MUTUAL COVENANT AND
MANAGEMENT AGREEMENT**

of

NEW KOWLOON INLAND LOT NO.6551

WOO KWAN LEE & LO
SOLICITORS & NOTARIES
ROOM 2801, SUN HUNG KAI CENTRE
30 HARBOUR ROAD
WANCHAI
HONG KONG

Ref.: SHK/HFM/LYF/B66
(2023.10.06)

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THIS DEED is dated _____ day of _____ 20__ and is made

BETWEEN

(1) **WELL CAPITAL (H.K.) LIMITED (華榮(香港)有限公司)** whose registered office is situate at 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (hereinafter called “the First Owner” which expression shall where the context so admits include his successors and assigns) of the first part;

(2)

(hereinafter called “the First Assignee” which expression shall where the context so admits include his executors, administrators and assigns) of the second part;

(3) [*] whose registered office is situate at [*] (hereinafter called “the DMC Manager” which expression shall where the context so admits include its successors appointed in accordance with the provisions herein) of the third part.

WHEREAS:-

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

“AMR Outstation(s)”

means the automatic meter reading outstation or outstations on the Lot or any part thereof as required under Special Condition Nos.(43)(a) of the Conditions. For the avoidance of doubt, the AMR Outstation(s) is/are as at the date of this Deed located within the room forming part of the Development Common Areas and Facilities which are for the purpose of identification shown coloured Green and marked “AMR” on the B1/F PLAN (Drawing No. DMC-003) (certified as to its accuracy by the Authorized Person) annexed hereto (“the AMR Room”) and such AMR Outstation(s) do(es) not form part of the Development Common Areas and Facilities. The AMR Outstation(s) shall be delivered to the Water Authority in accordance with Special Condition No.(43)(g) of the Conditions;

“Authorized Person”

means Mr. Chen Yat Ching Philip of Wong Tung & Partners Limited, and any other replacement authorized person for the time being appointed by the First Owner;

“Bicycle Parking Space”

means a parking space as required under Special Condition No.(26)(e) of the Conditions and intended for the parking of bicycles belongings to the residents of the Residential Accommodation and their bona fide guests, visitors or invitees, forming part of the Residential Common Areas and Facilities;

“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 2/4023/19 and includes any approved amendments thereto;

"Car Parking Areas"

means such spaces, ramps, driveways or areas provided within the Lot in accordance with the Building Plans the use of which is or will be set aside or reserved for the parking of private cars, motor vehicles and motor cycles belonging to the residents of the Residential Accommodation and occupiers of the Commercial Accommodation and their bona fide guests, visitors or invitees as shown on the carpark layout plan approved by the Building Authority including any approved amendments thereto;

"Certificate of Compliance"

means the certificate or letter from the Director of Lands certifying that the General and Special Conditions of the Conditions have been complied with to his satisfaction in relation to the whole of the Lot;

"Club House"

means the areas comprising, inter alia the yoga room, gymnasium, indoor swimming pool, outdoor swimming pool, function rooms, sitting areas, lounge and landscape areas and such other recreational areas and facilities in Phase 1;

"Club Rules"

means such rules and regulations set down by the Manager (with the approval of the Owners' Committee, if and when it is formed) from time to time with specific application to the Club House and the use and enjoyment thereof;

"Commercial Accommodation"

means such part of the Development for use as shops, commercial, retail or other non-industrial purposes in accordance with the Building Plans including portions of the external walls and enclosing walls thereof, portions of the external walls of the Development, the Commercial Car Parking Spaces, the Commercial Motor Cycle Parking Spaces, the Commercial Accessible Car Parking Spaces, the Commercial Loading and Unloading Spaces, the Pedestrian Walkway, the Footbridge Link, the Lift and Escalators, the Pink Circled Black Area and the Public Passage Area (if and where capable of being shown on plans) the Commercial Accommodation is for the purpose of identification only shown coloured Yellow on the DMC Plans certified as to their accuracy by the Authorized Person and annexed hereto;

"Commercial Accessible Car Parking Space"

means any one of the parking spaces as required under Special Condition Nos.(26)(b)(i) and (26)(c)(i) of the Conditions and intended for parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the occupiers of the Commercial Accommodation or any part thereof and their bona fide guests, visitors or invitees and (if and where capable of being shown on plans) such parking spaces are for the purpose of identification purpose only shown and coloured Yellow and marked "ACCESSIBLE PARKING SPACE (FOR RETAIL)" on the Overall B1/F Plan of the DMC Plans certified as to their accuracy by the Authorized Person and annexed hereto;

"Commercial Car Parking Space"

means any one of the parking spaces as provided under Special Condition No.(26)(b)(i) of the Conditions and intended for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the occupiers of the Commercial Accommodation or any part thereof and their bona fide guests, visitors or invitee and (if and where capable of being shown on plans) such parking spaces are for the purpose of identification purpose only shown and coloured Yellow on the Overall B1/F Plan of the DMC Plans certified as to their accuracy by the Authorized Person and annexed hereto;

"Commercial Loading and Unloading Space"

means any one of the loading and unloading spaces on the Basement 1 Floor of the Development designated for the use in connection with the Commercial Accommodation or any part thereof as referred to in Special Condition No.(27)(a)(ii)

of the Conditions, (if and where capable of being shown on plans) such loading and unloading spaces are for the purpose of identification only shown coloured Yellow on the Overall B1/F Plan of the DMC Plans certified as to their accuracy by the Authorized Person and annexed hereto;

"Commercial Motor Cycle Parking Space"

means any one of the motor cycle parking spaces as provided under Special Condition No.(26)(d)(i)(II) of the Conditions and intended for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the occupiers of the Commercial Accommodation or any part thereof and their bona fide guests, visitors or invitees;

"Common Areas and Facilities"

means collectively the Phase 1 Common Areas and Facilities and such other parts and facilities of the Development designated as common areas and facilities in any Sub-Deed of Mutual Covenant;

"Common EV Facilities"

means all such charging facilities installed or to be installed in the Development forming part of the Development Common Areas and Facilities for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance (Chapter 374) and parked in the Car Parking Area and such facilities shall include but not limited to such electric vehicle medium chargers, wires, cables, ducts, trunking, electric meters, base box, socket outlet, locks, covers, protective devices and such other electrical or other installations or otherwise for or in relation to such purpose for the common use and benefit of the Commercial Accessible Car Parking Spaces, Commercial Car Parking Spaces, Residential Accessible Car Parking Spaces, Residential Car Parking Spaces, Residential Visitors' Parking Spaces, Commercial Motor Cycle Parking Spaces and Residential Motor Cycle Parking Spaces;

"Conditions"

means the documents of title setting forth the rights and entitlements granted by the Government to the First Owner in respect of the Lot, namely Conditions of Sale registered in the Land Registry as Conditions of Sale No.20336 under which the First Owner is entitled to a Government lease for the residue of a term of 50 years commencing from the 22nd day of February 2019 upon issuance of the Certificate of Compliance and shall include any subsequent extensions or modifications thereto or

renewals thereof;

"Consent to Assign"

means the certificate or letter from the Director of Lands granting consent to the First Owner to assign Undivided Shares of and in the Lot together with the exclusive right to hold, use, occupy or enjoy a part or parts of the Development before the issue of the Certificate of Compliance;

"Covered Footbridge"

means the one single storey covered footbridge together with such supports and connections constructed or to be constructed in accordance with Special Condition No.(11) of the Conditions;

"Curtain Walls"

means any curtain walls of the Development other than those curtain walls which form the openable windows of a Residential Unit;

"Development"

means the whole of the development constructed or in the course of construction in accordance with the Conditions and the Building Plans on the Lot known as "[*]", which is being developed in phases and Phase 1 of the Development has been completed;

"this Deed"

means this Deed of Mutual Covenant and Management Agreement;

"Development Common Areas and Facilities"

means and includes :-

- (a) such parts of the Development which are intended for the common use and benefit of the Development including but not limited to footpaths, passages, main entrances, walkways, boundary fence walls, Slope Structures (if any), roadways and pavements, parts of emergency vehicular access and carriageway, lawn, planters, landscaped areas, fan rooms, guard room, electrical rooms, switch rooms, hose reels, refuse storage and material recovery chamber, street fire hydrant pump room, common staircases and stairways, shuttle lifts and lobbies and such of the lightning conductor, mobile phone antenna, aerials, communal television and radio serial systems, drains, channels, water mains,

sewers, fresh and salt water storage tanks, fresh and salt water intakes and mains, storm water storage tank and drainage connection, wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Lot through which fresh or salt water, sewage, gas, telephone, electricity and other services are supplied to the Development, trees, shrubs and other plants and vegetation, lamp posts and other lighting facilities, artificial lighting and backup emergency systems for staircases, fire prevention and fighting equipment and apparatus, security systems and apparatus, the refuse collection system, ventilation system and any other mechanical systems, devices or facilities installed or provided in the Development intended for common use and benefit of the Development;

- (b) such greenery areas forming part of the Development Common Areas and Facilities which said areas shall not be used for any purpose other than those permitted under the Conditions without the prior consent of the Building Authority and are (if and where capable of being shown on plans) for the purposes of identification only shown coloured Green on the greenery area plans of the DMC Plans certified as to their accuracy by the Authorized Person and annexed hereto;
- (c) the Common EV Facilities;
- (d) the transformer room(s), cable accommodations and all associated facilities (collectively, "Transformer Room Facilities");
- (e) the AMR Room, but for the avoidance of doubt, excluding the AMR Outstation(s); and
- (f) such other areas, apparatus, devices, systems and facilities of and in the Lot and the Development designated as Development Common Areas and Facilities in accordance with this Deed and any Sub-Deed of Mutual Covenant;

but EXCLUDING the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Low-Rise 1 Common Areas and Facilities, the Low-Rise 2 Common Areas and Facilities, the Residential Car Park Common Areas and Facilities and such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner

PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Development Common Areas and Facilities. Such Development Common Areas and Facilities in so far as they are within Phase 1 (if and where capable of being shown on plans) are for identification purpose shown coloured Green and Green Stippled Black on the DMC Plans (certified as to their accuracy by Authorized Person) and annexed hereto and such other Development Common Areas and Facilities (if any) within the Subsequent Phase(s) will be shown on the plans to be annexed to the Sub-Deed of Mutual Covenant;

"DMC Manager"

means the person who is specified in this Deed to manage the Development i.e. [*];

"DMC Plans"

means the plans annexed to this Deed;

"Elevated Landscaped Deck"

means the the elevated landscaped deck to be constructed by the Government as referred to in Special Condition No.(11)(a) of the Conditions;

"Fire Safety Management Plan"

means the fire safety management plan and measures relating to the Residential Units with open kitchen required to be implemented by the Buildings Department and Fire Services Department 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;

"Flat"

means a self contained unit in the Residential Towers or Low-Rise 1 or Low-Rise 2 (other than the Residential Houses) (including all the windows (whether openable or non-openable), window frames of the unit, all the glass of windows of the unit (and in case of doubled glazed glass, the whole thereof), external sliding doors (if any) and their frames and all the vision panels of the unit (whether openable or non-openable),

and (if any) balcony, utility platform, verandah, void areas, flat roof, roof, bay window, Private Lift Lobby, stairhood, air-conditioning plant room, all non-structural internal walls and partitions of or within the Flat, in the case of a non-structural party wall adjoining two units only up to the mid-point of such party wall, all non-structural columns, beams, slabs and other non-structural elements and support of or within the Flat, Non-enclosed Areas, non-load bearing non-structural prefabricated external walls (which in so far as they are within Phase 1 are for the purpose of identification only shown coloured Hatched Black with black broken lines and marked "PF" on the DMC Plans certified as to their accuracy by the Authorized Person and annexed hereto and such other non-load bearing non-structural prefabricated external walls (if any) within the Subsequent Phase(s) will be shown on the plans to be annexed to the Sub-Deed of Mutual Covenant), parapets walls, railings, glass balustrade and fences of the Non-enclosed Areas) to which Undivided Shares have been or will be allocated;

"Footbridge Connection Details"

means the connection details between the Covered Footbridge and the Elevated Landscaped Deck constructed or to be constructed in accordance with Special Condition No.(11)(c) of the Conditions;

"Footbridge Link"

means the one single storey covered footbridge link constructed or to be constructed in accordance with Special Condition No.(10)(a)(i) of the Conditions;

"FRR Wall"

means the full height wall having a fire resistance rating of not less than -/30/30 (if any) adjacent to the exit door of a Residential Unit with open kitchen which is respectively shown and coloured in red line on the DMC Plans certified as to their accuracy by the Authorized Person and annexed hereto;

"Government"

means the Government of Hong Kong;

"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 or

parts thereof from time to time in force made pursuant to these presents and including without limitation the Club Rules;

"Landscape Plan"

means the landscape plan approved by the Director of Lands under Special Condition No.(8)(a) of the Conditions and any amendment, variation, alteration, modification or substitution thereof from time to time;

"Lift and Escalators"

means the lift and escalators (in up and down directions) provided or to be provided in accordance with Special Condition No.(10)(c) of the Conditions;

"Lot"

means all that piece or parcel of ground registered in the Land Registry as New Kowloon Inland Lot No.6551;

"Low-Rise 1"

means Mansion 1 which is a low-rise block (other than the Residential Towers) comprising Victoria House and other Flats in the Residential Accommodation constructed or to be constructed on the Development for residential purposes in accordance with the Building Plans and the Conditions;

"Low-Rise 1 Common Areas and Facilities"

means and includes structural walls, external walls (including for the avoidance of doubt, non-load bearing non-structural pre-fabricated external walls and the Curtain Walls, if any (other than those forming part of Victoria House in Low-Rise 1)) and exterior surfaces and lightings of Low-Rise 1, passages, common corridors, lifts, lift shafts, lift lobbies, entrance lobbies, lift control panel, refuse chutes, flat roof and top roof within Low-Rise 1 and not forming parts of the Residential Units, architectural features, aerials, meters, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to Low-Rise 1, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the residents of Low-Rise 1 and their bona fide guests or visitors and such other areas within the Lot and such other systems, devices and

facilities within the Development as are designated by the First Owner for common use and benefit of Low-Rise 1 in accordance with this Deed and any Sub-Deed of Mutual Covenant but EXCLUDING the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Residential Car Park Common Areas and Facilities, the Low-Rise 2 Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Low-Rise 1 Common Areas and Facilities. Such Low-Rise 1 Common Areas and Facilities (if and where capable of being shown on plans) are for the purpose of identification shown coloured Red on the DMC Plans (certified as to their accuracy by Authorized Person) and annexed hereto;

"Low-Rise 1 Unit"

means a Flat or a Residential House in Low-Rise 1;

"Low-Rise 2"

means Mansion 2 which is a low-rise block (other than the Residential Towers) comprising Harbour House and other Flats in the Residential Accommodation constructed or to be constructed on the Development for residential purposes in accordance with the Building Plans and the Conditions;

"Low-Rise 2 Common Areas and Facilities"

means and includes structural walls, external walls (including for the avoidance of doubt, non-load bearing non-structural pre-fabricated external walls and the Curtain Walls, if any (other than those forming part of Harbour House in Low-Rise 2)) and exterior surfaces and lightings of Low-Rise 2, passages, common corridors, lifts, lift shafts, lift lobbies, entrance lobbies, lift control panel, refuse chutes, roofs and flat roofs and upper roofs within Low-Rise 2 and not forming parts of the Residential Units, architectural features, aerials, meters, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables and other facilities whether ducted or

otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to Low-Rise 2, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the residents of Low-Rise 2 and their bona fide guests or visitors and such other areas within the Lot and such other systems, devices and facilities within the Development as are designated by the First Owner for common use and benefit of Low-Rise 2 in accordance with this Deed and any Sub-Deed of Mutual Covenant but EXCLUDING the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Residential Car Park Common Areas and Facilities, the Low-Rise 1 Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Low-Rise 2 Common Areas and Facilities. Such Low-Rise 2 Common Areas and Facilities (if and where capable of being shown on plans) are for the purpose of identification shown coloured Pink and Pink Hatched Black with black broken lines and marked “PF” on the DMC Plans (certified as to their accuracy by Authorized Person) and annexed hereto;

"Low-Rise 2 Unit"

means a Flat or a Residential House in Low-Rise 2;

"Maintenance Manual for the Works and Installations"

means the maintenance manual for the Works and Installations as mentioned in Clause 74 of Section VIII as may from time to time be amended or revised 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 in accordance with the provisions of this Deed;

"management expenses"

mean all expenses, costs and charges necessarily and reasonably incurred in the management of the Development;

"Manager"

means the DMC Manager or any other person who for the time being is, for the purposes of this Deed, managing the Development;

"Noise Mitigation Measures"

means collectively (i) the maintenance window, (ii) the acoustic window (baffle type) and (iii) the auto closing door, which are (if and where capable of being shown on plans) shown for identification purpose only on the DMC Plans annexed hereto certified as to their accuracy by the Authorized Person and marked (i) "MW", (ii) "#" and (iii) "ACD" respectively, (where applicable) forming part of a Residential Unit and are provided as noise mitigation measures of the Development;

"Non-building Area"

means the non-building areas respectively referred to in Special Conditions Nos.(13) and (14)(a) of the Conditions and shown coloured pink circled black, pink hatched black and pink hatched black stippled black on the plan annexed to the Conditions;

"Non-enclosed Areas"

means the balconies and utility platforms and the covered areas respectively beneath the same forming part of a Residential Unit, which are green and innovative features in the Development and are exempted from the calculation of gross floor area or site coverage or both by the Building Authority and the Director of Lands. The location of such balconies, utility platforms and the covered areas beneath balconies or utility platforms in so far as they are within Phase 1 are shown for identification purpose only on the DMC Plans annexed hereto certified as to their accuracy by the Authorized Person and thereon coloured Light Orange and Light Yellow respectively and such other balconies, utility platforms and the covered areas beneath balconies or utility platforms (if any) within the Subsequent Phase(s) will be shown on the plans to be annexed to the Sub-Deed of Mutual Covenant;

"Occupation Permit"

means a temporary or permanent occupation permit issued by the Building Authority in relation to the Development or any part or parts thereof;

"Owner"

means and includes each person who for the time being appears from the records at the Land Registry to be the owner of an Undivided Share and every joint tenant or tenant in common of any such Undivided Share and its, his or their executors, successors and assigns and where any such Undivided Share has been assigned or charged by way of mortgage or charge the word Owner shall also include both the mortgagor or charger, and the mortgagee or chargee in possession of such Undivided Share Provided That (subject to the provisions of 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 these presents;

"Owners' Corporation"

means the Owners' corporation of the Lot and the Development incorporated and registered under Section 8 of the Building Management Ordinance (Cap.344);

"Parking Space"

means a Residential Car Parking Space, a Residential Motor Cycle Parking Space, a Commercial Car Parking Space or a Commercial Motor Cycle Parking Space to which a specific number of Undivided Shares is allocated or sub-allocated in accordance with this Deed or any Sub-Deed of Mutual Covenant or any other Deed and is intended for separate and exclusive use, possession and occupation by the Owner thereof but for the avoidance of doubt excluding any part of the Common Areas and Facilities;

"Pedestrian Walkway"

means the pedestrian walkway provided or to be provided in accordance with Special Condition No.(10)(b) of the Conditions;

"Phase"

means a phase of the Development in the context of the Development being constructed in phases;

"Phase 1"

means the first phase of the Development consisting of whole of Tower 1, Tower 2, Tower 3, Tower 5, Tower 6, Mansion 1 and Mansion 2 of the Residential Accommodation, the Commercial Accommodation, 250 Residential Car Parking Spaces, 3 Residential Motor Cycle Parking Spaces and the Phase 1 Common Areas and Facilities constructed or erected in accordance with the Building Plans and in respect of which Consent to Assign has been issued by the Director of Lands;

"Phase 1 Common Areas and Facilities"

means all those parts of the Residential Common Areas and Facilities, Residential Tower Common Areas and Facilities, Low-Rise 1 Common Areas and Facilities, Low-Rise 2 Common Areas and Facilities, Development Common Areas and Facilities and Residential Car Park Common Areas and Facilities in Phase 1 of the Development;

"Pink Circled Black Area"

means the "Pink Circled Black Area" as defined and referred to in Special Condition No.(9)(a)(viii)(IV) of the Conditions;

"Private Lift Lobby"

means a part of a Residential Unit which is for the purpose of identification only marked "LB" on the DMC Plans certified as to their accuracy by the Authorized Person and annexed hereto;

"Public Passage Area"

means the passage laid, formed, constructed and provided or to be laid, formed, constructed and provided at the ground level of the Pink Circled Black Area in accordance with Special Condition No.(13)(b) of the Conditions;

"Recreational Areas and Facilities"

means and includes the Club House and such recreational areas and facilities and other landscaped areas, communal gardens, trellis, planters, lawns and such other recreational areas and facilities as are now constructed by the First Owner and designed for such purposes as provided in the Development pursuant to Special Condition No.(16) of the Conditions, which are (if and where capable of being shown on plans) for the purposes of identification shown coloured Violet Stippled Black on the Overall B1/F Plan, Overall LG/F Plan, Ground Floor Plan and First Floor Plan of the DMC Plans (certified as to their accuracy by the Authorized Person) and annexed hereto;

"Residential Accessible Car Parking Space"

means the two parking spaces provided in accordance with Special Condition Nos.(26)(a)(i)(I) and (26)(c)(i) of the Conditions and intended for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the Residential Accommodation and their bona fide guests visitors or invitees, and (if and where capable of being shown on plans) such parking space in so far as it is within Phase 1 is for the purpose of identification only shown coloured Violet and marked "Accessible Parking Space (for Visitor)" on the Overall B1/F Plan of the DMC Plans certified as to their accuracy by the Authorized Person and annexed hereto and such other parking space within the Subsequent Phase(s) will be shown on the plans to be annexed to the Sub-Deed of Mutual Covenant;

"Residential Accommodation"

means those areas of the Development comprising (1) the Residential Towers, Low-Rise 1 and Low-Rise 2, and (2) the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Low-Rise 1 Common Areas and Facilities and the Low-Rise 2 Common Areas and Facilities;

"Residential Car Park Common Areas and Facilities"

means such parts of the Development including but not limited to driveways, passages, ramps and such other areas and facilities which are intended for the common use and benefit of the Residential Car Parking Spaces, the Residential Motor Cycle Parking Spaces, the Residential Visitors' Parking Spaces and the Residential Accessible Car Parking Space but EXCLUDING the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Low-Rise 1 Common Areas and Facilities, the Low-Rise 2 Common Areas and Facilities and such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Car Park Common Areas and Facilities. Such Residential Car Park

Common Areas and Facilities (if and where capable of being shown on plans) are for the purpose of identification shown coloured Orange on the DMC Plans (certified as to their accuracy by the Authorized Person) and annexed hereto;

"Residential Car Parking Space"

means a space or car park in the Car Parking Areas provided in accordance with Special Condition No.(26)(a)(i) of the Conditions and intended for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the Residential Accommodation and their bona fide guests visitors or invitees and to which Undivided Share(s) have been or will be allocated;

"Residential Common Areas and Facilities"

means and includes: -

- (a) the Recreational Areas and Facilities, Residential Visitors' Parking Spaces, Residential Accessible Car Parking Spaces, Bicycle Parking Spaces, Residential Loading and Unloading Spaces, parts of the emergency vehicular access, horizontal screen and the covered area beneath horizontal screen, caretaker counters, caretakers' office, guard house, lavatory for watchmen, caretaker quarters, covered landscape areas, access of external drainage pipes enclosed by architectural feature for Mansion 1, filtration plant rooms, passages, corridors, entrances, halls, entrance lobby, lifts, lift shafts, lift lobbies, stairways and landings, exterior surface, plaster and covering of all fence walls of each Residential House which abut onto any part of the Common Areas and Facilities, cable television system (if any), areas for the installation or use of aerial broadcast distribution or telecommunication network facilities, air-conditioning plant rooms for the Club House;
- (b) such greenery areas and vertical green areas forming part of the Residential Common Areas and Facilities which said areas shall not be used for any purpose other than those permitted under the Conditions without the prior consent of the Building Authority and are (if and where capable of being shown on plans) for the purposes of identification only shown coloured Violet and shown by red hidden line respectively on the greenery area plans of the DMC Plans certified as to their accuracy by the Authorized Person and annexed hereto; and
- (c) aeriels, meters, transformers, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system

and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the residents of the Residential Accommodation and their bona fide guests or visitors and such other areas within the Lot and such other systems, devices and facilities within the Development as are designated by the First Owner for common use and benefit of the Residential Accommodation in accordance with this Deed and any Sub-Deed of Mutual Covenant;

but EXCLUDING the Development Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Low-Rise 1 Common Areas and Facilities, the Low-Rise 2 Common Areas and Facilities, the Residential Car Park Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas and Facilities. Such Residential Common Areas and Facilities in so far as they are within Phase 1 (if and where capable of being shown on plans) are for identification purpose shown coloured Violet and Violet Stippled Black on the DMC Plans (certified as to their accuracy by Authorized Person) and annexed hereto and such other Residential Common Areas and Facilities (if any) within the Subsequent Phase(s) will be shown on the plans to be annexed to the Sub-Deed of Mutual Covenant;

"Residential House"

means each of Victoria House in Low-Rise 1 and Harbour House in Low-Rise 2 constructed or to be constructed in the Development for residential purposes in accordance with the Building Plans and the Conditions and in respect of each Residential House shall include without limitation all the windows (whether openable or non-openable), window frames of the Residential House, all the glass of windows of the Residential House (and in case of doubled glazed glass, the whole thereof) and all the vision panels of the Residential House (whether openable or non-openable), and (if any) the balcony, stairhood, void areas, garden, the electric room appertaining thereto, the roof(s) thereabove, external walls (including the Curtain Walls, if any) and fence walls enclosing the Residential House (excluding the boundary fence walls of the Development and the exterior surface, plaster and covering of all fence walls of each Residential House which abut onto any part of the Common Areas and Facilities) provided that where any of such enclosing walls is a common or dividing wall which separates two adjoining houses or separates the Residential House and the adjoining Flat then only the part of that wall from the middle thereof to the surface facing the relevant house shall be included, and which shall also include all the structures thereof and hose reels, fire service pipes and other fire service installations therein and "Residential House" shall be interpreted accordingly;

"Residential Motor Cycle Parking Space"

means a parking space as required under Special Condition No.(26)(d)(i)(I) of the Conditions and intended for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the Residential Accommodation and their bona fide guests, visitors or invitees;

"Residential Loading and Unloading Space"

means a loading and unloading bay or space as required under Special Condition No.(27)(a)(i) of the Conditions and designated for the use by the residents of the Residential Accommodation, forming part of the Residential Common Areas and Facilities, and (if and where capable of being shown on plans) such loading and unloading spaces in so far as they are within Phase 1 are for the purpose of identification only shown coloured Violet and marked "L/UL" on the Overall B1/F Plan of the DMC Plans certified as to their accuracy by the Authorized Person and annexed hereto and such other loading and unloading spaces within the Subsequent Phase(s) will be shown on the plans to be annexed to the Sub-Deed of Mutual Covenant;

"Residential Towers"

means the multi-storeyed towers (other than the Low-Rise 1 and Low-Rise 2) in the Residential Accommodation constructed or to be constructed on the Development for residential purposes in accordance with the Building Plans and the Conditions;

"Residential Tower Common Areas and Facilities"

means and includes :-

- (a) such greenery areas forming part of the Residential Tower Common Areas and Facilities which said areas shall not be used for any purpose other than those permitted under the Conditions without the prior consent of the Building Authority and are (if and where capable of being shown on plans) for the purposes of identification only shown coloured Indigo on the greenery area plans of the DMC Plans certified as to their accuracy by the Authorized Person and annexed hereto; and

- (b) structural walls, external walls (including for the avoidance of doubt, non-load bearing non-structural pre-fabricated external walls and the Curtain Walls, if any) and exterior surfaces and lightings of the Residential Towers, air-conditioning platforms, passages, common corridors, lifts, lift shafts, lift lobbies, entrance lobbies, fireman's lift lobbies, lift machine rooms, refuse collection & material recovery rooms, refuse chutes, electrical meter rooms, water meter rooms, caretaker counters, pipe ducts, air ducts, riser ducts, roofs and flat roofs and upper roofs within the Residential Towers and not forming parts of the Residential Units, architectural features, building maintenance units, aerials, meters, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to any Residential Tower, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the residents of any Residential Tower and their bona fide guests or visitors and such other areas within the Lot and such other systems, devices and facilities within the Development as are designated by the First Owner for common use and benefit of any Residential Tower in accordance with this Deed and any Sub-Deed of Mutual Covenant;

but EXCLUDING the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Car Park Common Areas and Facilities, the Low-Rise 1 Common Areas and Facilities, the Low-Rise 2 Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Tower Common Areas and Facilities. Such Residential Tower Common Areas and Facilities in so far as they are within Phase 1 (if and where capable of being shown on plans) are for the purpose of identification shown coloured Indigo and Indigo Hatched Black with black broken lines and marked “PF” on the DMC Plans (certified as to their accuracy by Authorized Person) and annexed hereto and such other Residential Tower Common Areas and Facilities (if any) within the Subsequent Phase(s) will be shown on the plans to be annexed to the Sub-Deed of Mutual Covenant;

"Residential Unit"

means a residential unit in the Residential Accommodation and includes (but not limited to), a Flat and a Residential House;

"Residential Visitors' Parking Space"

means a parking space shown on the approved car park layout plan for parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the bona fide guests, visitors or invitees of the residents of the Residential Accommodation provided in accordance with Special Condition Nos.(26)(a)(iii) and (26)(c)(i) of the Conditions, and such parking spaces form part of the Residential Common Areas and Facilities and (if and where capable of being shown on plans) are for the purpose of identification only shown and coloured Violet on the DMC Plans annexed hereto and certified as to their accuracy by the Authorized Person and in so far as the parking spaces provided in accordance with Special Condition No.(26)(c)(i) of the Conditions

are concerned, marked "ACCESSIBLE PARKING SPACE (FOR VISITOR)" on the Overall B1/F Plan of the DMC Plans;

"Slope Structures"

means any slopes, slope treatment works, earth retaining structures, retaining walls and other related structures within or outside the Lot and the Development which are required by the Conditions or this Deed to be maintained by the Owners;

"Special Fund"

means the Special Fund maintained by the Manager pursuant to Clause 19 hereof;

"Sub-Deed of Mutual Covenant"

means a Sub-Deed of Mutual Covenant to be entered into between the First Owner with other co-owners of the Development after this Deed setting forth the rights and obligations of the Owners of any part or parts of the Development;

"Subsequent Phase(s)"

means the subsequent phase(s) of the Development including (inter alia) Residential Towers constructed or to be constructed on the podium structure of the Development, Parking Spaces, Residential Visitors' Parking Space(s), Residential Accessible Car Parking Space, Bicycle Parking Spaces and Residential Loading and Unloading Spaces and such parts of the Common Areas and Facilities therein constructed or to be constructed in accordance with the Building Plans and the Conditions, the location of such subsequent phase(s) is (if and where capable of being shown on plans) shown for identification purpose only and coloured Hatched Black on the DMC Plans certified as to their accuracy by the Authorized Person and annexed hereto;

"Undivided Shares"

means those equal undivided parts or shares of and in the Lot and of and in the Development allocated in accordance with the provisions of these presents or in accordance with any Sub-Deed of Mutual Covenant (if any);

"Unit"

means a Residential Unit or a Parking Space or the Commercial Accommodation or any part or parts of the Development in respect of which a specific number of Undivided Share is allocated or sub-allocated in accordance with this Deed or any Sub-Deed of Mutual Covenant or any other Deed and is intended for separate and exclusive possession use and occupation by the Owner thereof;

"Works and Installations"

shall mean the major works and installations in the Development (whether forming part of the Common Areas and Facilities or not) requiring regular maintenance on a recurrent basis which include but not limited to the following (if any) :

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) the Slope Structures (if any);
- (e) plumbing system;
- (f) drainage system;
- (g) fire services installations and equipment;
- (h) electrical wiring system;
- (i) lift installations;
- (j) gas supply system;
- (k) window installations;
- (l) central air-conditioning/ mechanical ventilation systems;
- (m) curtain wall system;
- (n) swimming pool filtration system;
- (o) grease trap system;
- (p) extra low voltage and telecommunication system;
- (q) security system;
- (r) hard and soft landscape;
- (s) gondola system; and
- (t) Transformer Room Facilities;

"Yellow Area"

means the Yellow Area defined in Special Condition No.(1)(b) of the Conditions;

"Yellow Hatched Black Area"

means the Yellow Hatched Black Area defined in Special Condition No.(1)(b) of the Conditions.

- (2) Immediately prior to the Assignment to the First Assignee hereinafter referred to the First Owner is the registered owner and is in possession of the Lot and upon issue of the Certificate of Compliance in respect of the Lot will become entitled to a Government lease thereof for the residue of a term of 50 years commencing from the 22nd day of February 2019 subject to and with the benefit of the Conditions.

- (3) The First Owner has developed and is in the course of developing the Lot in accordance with the Conditions and the Building Plans. The Development comprises of a number of Residential Units, Commercial Accommodation, Parking Spaces and recreational and communal areas and facilities. The Development includes or shall include a number of phases and the construction of Phase 1 has been completed.
- (4) For the purposes of sale the Lot and the Development have been notionally divided into 1,065,668 equal Undivided Shares which have been allocated as provided in the FIRST SCHEDULE hereto.
- (5) The First Owner has already obtained the Certificate of Compliance/Consent to Assign and is entitled to assign or otherwise dispose of Undivided Shares together with the right to the exclusive use and occupation of a part or parts of Phase 1 of the Development.
- (6) By an Assignment bearing even date herewith and made between the First Owner of the one part and the First Assignee of the other part and for the consideration therein expressed the First Owner assigned unto the First Assignee All Those [*] equal undivided 1,065,668th parts or shares of and in the Lot and the Development Together with the sole and exclusive right to hold use occupy and enjoy All That [*] of the Development ("the said premises") Subject to and with the benefit of the Conditions.
- (7) The parties hereto have agreed to enter into these presents for the purpose of making provisions for the management, maintenance, repair, renovation, insurance and service of the Lot and the Development and the Common Areas and Facilities and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect thereof and to provide for apportionment of the expenses of such management, maintenance, repair, renovation, insurance and service to be borne by the Owners.
- (8) In these presents (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter and vice versa and words importing persons shall include corporations and vice versa.

NOW THIS DEED WITNESSES as follows :-

SECTION I
Rights And Obligations Of Owners

1. The First Owner shall at all times hereafter, subject to and with the benefit of the Conditions, have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Assignee the whole of the Lot and the Development together with the appurtenances thereto and the entire rents and profits thereof **SAVE AND EXCEPT** the said premises assigned to the First Assignee as aforesaid and **SUBJECT TO** the rights and privileges granted to the First Assignee by the aforesaid Assignment and **SUBJECT TO** the provisions of this Deed.

2. The First Assignee shall at all times hereafter subject to and with the benefit of the Conditions and these presents have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the said premises assigned to the First Assignee by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.

3. Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the easements, rights, privileges and obligations provided in the **SECOND SCHEDULE** hereto and the covenants and provisions contained in this Deed.

4. The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the **THIRD SCHEDULE** hereto and such Owner shall comply with the House Rules from time to time in force so far as the same are binding on such Owner.

5. Every Owner shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Shares or interest of and in the Lot and the Development together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Development which may be held therewith **PROVIDED THAT** any such sale, assignment, mortgage, lease or licence shall be made expressly subject to and with the benefit of this Deed.

6. (a) The sole right and privilege to the exclusive use, occupation and enjoyment of any part of the Lot or the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause, subject to the Conditions, shall not extend to leases or tenancies or licences the terms of which shall not exceed ten (10) years in the aggregate including any right of renewal.
- (b) The right to the exclusive use, occupation and enjoyment of (if any) a balcony, a utility platform, a flat roof, roof(s), stairhood and garden specifically assigned by the First Owner shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from a Residential Unit with which such balcony, utility platform, flat roof, roof(s), stairhood and garden is held.
7. (a) Every Owner, his tenants, servants, agents, invitees, visitors and licensees shall, subject to Clause 3 of Section I and paragraph 1(a) of Part A of the Second Schedule hereto, have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Development Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
- (b) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Residential Unit together with his tenants, servants, agents, invitees, visitors and licensees shall, subject to Clause 3 of Section I and paragraph 2 of Part A of the Second Schedule hereto, have the full right and liberty (in common with the Manager and others having like rights) (i) to go pass and repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same; and (ii) to go pass and repass over and along and to use the Residential Car Park Common Areas and Facilities for the purpose of accessing the Residential Common Areas and Facilities, Residential Tower Common Areas and Facilities, Low-Rise 1 Common Areas and Facilities, Low-Rise 2 Common Areas and Facilities and Development Common Areas and Facilities.
- (c) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Flat in the Residential Towers together with his tenants, servants, agents, invitees, visitors and licensees shall, subject to Clause 3 of Section I and

paragraph 3 of Part A of the Second Schedule hereto, have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Tower Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

- (d) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Flat or Residential House in Low-Rise 1 together with his tenants, servants, agents, invitees, visitors and licensees shall, subject to Clause 3 of Section I and paragraph 4 of Part A of the Second Schedule hereto, have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Low-Rise 1 Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
- (e) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Flat or Residential House in Low-Rise 2 together with his tenants, servants, agents, invitees, visitors and licensees shall, subject to Clause 3 of Section I and paragraph 5 of Part A of the Second Schedule hereto, have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Low-Rise 2 Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
- (f) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Residential Car Parking Space or Residential Motor Cycle Parking Space together with his tenants, servants, agents, invitees, visitors and licensees shall, subject to Clause 3 of Section I and paragraph 6 of Part A of the Second Schedule hereto, have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Car Park Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.
- (g) In each of the above cases the right and liberty shall be subject to the provisions of this Deed, the rights of the Manager and the House Rules.
- (h)(i) Upon execution of this Deed, the First Owner shall assign to and vest in the Manager free of costs or consideration the whole of the Undivided Shares

allocated to the Phase 1 Common Areas and Facilities under this Deed subject to and with the benefit of the Conditions, and in particular, Special Condition Nos.(23)(a)(vi) to (viii) of the Conditions, and this Deed. Such Undivided Shares together with the right to hold, use, occupy and enjoy the Phase 1 Common Areas and Facilities shall be held by the Manager as trustee for the benefit all the Owners for the time being and in the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance with these presents, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration such Undivided Shares to the new manager upon the same trust PROVIDED THAT if an Owners' Corporation is formed under the Building Management Ordinance it may require the Manager for the time being or its liquidator or receiver (as the case may be) to assign such Undivided Shares and transfer the management responsibility to it free of costs or consideration and in which event the Manager shall assign free of costs the Undivided Shares in respect of the Phase 1 Common Areas and Facilities together with Phase 1 Common Areas and Facilities and transfer free of costs the management responsibility to the Owners' Corporation which shall hold such Undivided Shares on trust for the benefit of all the Owners.

- (ii) Upon issue of the Consent to Assign in respect of the Subsequent Phase(s) or Certificate of Compliance of the Lot, whichever is the earlier, and execution of the relevant Sub-Deed of Mutual Covenant in respect of the Subsequent Phase(s), the First Owner shall assign to the Manager free of costs or consideration the whole of the Undivided Shares allocated to the Common Areas and Facilities in the Subsequent Phase(s) under the relevant Sub-Deed of Mutual Covenant subject to and with the benefit of the Conditions, this Deed and the relevant Sub-Deed of Mutual Covenant. Such Undivided Shares together with the right to hold, use, occupy and enjoy the Common Areas and Facilities in the Subsequent Phase(s) shall be held by the Manager as trustee for the benefit all the Owners for the time being and in the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance with this Deed and the relevant Sub-Deed of Mutual Covenant, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration such Undivided Shares to the new manager upon the same trust PROVIDED THAT if an Owners' Corporation is formed under the Building Management Ordinance it may require the Manager for the time being or its liquidator or receiver (as the

case may be) to assign such Undivided Shares and transfer the management responsibility to it free of costs or consideration and in which event the Manager shall assign free of costs or consideration the Undivided Shares in respect of the Common Areas and Facilities in the Subsequent Phase(s) together with the Common Areas and Facilities in the relevant Subsequent Phase(s) and transfer free of costs or consideration the management responsibility to the Owners' Corporation which shall hold such Undivided Shares on trust for the benefit of all the Owners.

SECTION II
Additional Rights Of The First Owner and The Owner of the Commercial
Accommodation

8. The First Owner (which expression shall for the purpose of this Clause exclude its assigns) shall for as long as it remains the beneficial owner of any Undivided Share have the right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights at its own costs and expenses :-

- (a) The right to change, amend, vary, add to or alter the Building Plans existing at the date hereof in respect of the Units owned by the First Owner for the time being without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director of Lands or other Government authorities pursuant to the Conditions PROVIDED THAT any such change, amendment, variation, addition or alteration shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict the access to and from any such part of the Development PROVIDED FURTHER THAT any exercise of this right affecting the Common Areas and Facilities shall require the prior written approval of the Owners' Committee (or the Owners' Corporation), if formed and PROVIDED FURTHER THAT if any exercise of this right should affect the Common Areas and Facilities or any part of the Development owned by certain Owner or Owners, then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall accrue to all Owners or the relevant Owner or Owners concerned as the case may be.

- (b) Subject to the approval of the Owners by a resolution passed at an Owners' meeting to the exercise of the following right, the right to apply to negotiate and agree with the Government to amend, vary or modify the Conditions (including the plan(s) annexed thereto) in such manner as the First Owner may deem fit without the concurrence or approval of any Owner and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner PROVIDED THAT the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict the access to or

from any such part of the Development and PROVIDED FURTHER THAT any exercise of this right affecting the Common Areas and Facilities shall require the prior written approval of the Owners' Committee (or the Owners' Corporation), if formed and PROVIDED FURTHER THAT if any exercise of this right should affect the Common Areas and Facilities or any part of the Development owned by certain Owner or Owners, then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall accrue to all Owners or the relevant Owner or Owners concerned as the case may be.

- (c) At all times hereafter but subject to and with the benefit of the Conditions and this Deed insofar as they relate thereto, the full and unrestricted right without interference by the Owners to assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with the Undivided Shares and the premises held therewith retained by the First Owner.
- (d) The right to enter into and upon all parts of the Lot and the Development (save and except those parts of the Lot and the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) with all necessary equipment, plant and materials for the purposes of constructing or completing the other parts of the Development and may, for such purpose, carry out all such works in, under, on or over the Lot and the Development (save and except those parts as aforesaid) as it may from time to time see fit. The right of the First Owner to enter the Lot and the Development (save and except those parts as aforesaid) to carry out such works shall extend equally to all necessary contractors, agents, workers and other persons authorised by the First Owner. The First Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the areas or parts of the Lot and the Development (save and except those parts as aforesaid) that the Owners, their servants, agents or licensees may or may not use while such works are being carried out but the First Owner shall cause as little disturbance as is reasonably possible to the Owners and shall not affect the other Owners' right to hold use occupy and enjoy or prevent the access to or egress from any Unit of the Owners when carrying out such works and shall at its own costs and expenses make good any damage or loss that may be caused by or arise from such construction works.

- (e) Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under this Deed, the right for the First Owner to affix, install, maintain, alter, renew and remove any one or more signs, masts, aerials, antennae, satellite dish, cables, telecommunication system, lightning conductors, lighting, chimneys, flues, pipes or any other structures, facilities and other fixtures of whatsoever kind on or within any part or parts of the Common Areas and Facilities PROVIDED ALWAYS THAT they shall not interfere with the use and enjoyment by other Owners and occupiers of the Units owned or occupied by them or impede or restrict other Owners' right of access to and from their Units and where any such sign, mast, aerial, antennae, satellite dish, cables, telecommunication system, lightning conductor, lighting, chimneys, flues, pipes or any other structures, facilities or other fixtures are located within the Common Areas and Facilities the exercise of such rights shall also be subject to the prior written approval of the Owners' Committee (if already formed) or Owners' Corporation (if formed) and they shall be for the common use and enjoyment of all the Owners entitled to use such Common Areas and Facilities and any consideration received therefor shall be credited to the Special Fund for the benefit of all the Owners and the right to enter into and upon any part of the Development (save and except those parts of the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) with or without workmen and equipment at all reasonable times on giving prior written notice (save in case of emergency) for any or all of the purposes aforesaid.
- (f) The right to change the name of the Development at any time within two years from the date of this Deed and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner upon giving six months' prior written notice to the Owners.
- (g) Subject to the approval of the Owners by a resolution passed at an Owners' meeting to the exercise of the following right, the right to dedicate to the public any part or parts of the Lot and the Development which has neither been sold nor assigned by the First Owner 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 in making such dedication the First Owner shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict an Owner's right of access to and from his part of the Development and PROVIDED FURTHER THAT if

any exercise of this right should affect the Common Areas and Facilities or any part of the Development owned by certain Owner or Owners, then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall accrue to all Owners or the relevant Owner or Owners concerned as the case may be and PROVIDED FURTHER THAT if any exercise of this right should affect the Common Areas and Facilities, the exercise of such right shall be subject to the prior written approval of the Owners' Committee (or the Owners' Corporation, if formed).

- (h) Subject to the approval of the Owners by a resolution passed at an Owners' meeting to the exercise of the following right, the right to adjust or re-align the boundary of the Lot and to negotiate and agree with the Government in connection therewith and for that purpose to effect any surrender or regrant PROVIDED THAT such adjustment, re-alignment or surrender shall not adversely affect the right of the Owners to hold, use, occupy and enjoy their Units or impede or restrict the access to or from their Units and any surrender shall be restricted to Units which are owned by the First Owner and PROVIDED FURTHER THAT if any exercise of this right should affect the Common Areas and Facilities, then any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of this right shall accrue to all Owners and any payment received shall be credited to the Special Fund and PROVIDED FURTHER THAT if any exercise of this right should affect any premises in the Development other than the premises owned by the First Owner, the exercise of this right shall be subject to the approval of the Owners by a resolution passed at an Owners' meeting.
- (i)(a) The right without the necessity of making any Owner entitled to the exclusive use occupation and enjoyment of any part or parts of the Lot or the Development outside the part or parts of the Lot or the Development in question a party thereto to enter into Sub-Deed of Mutual Covenant in respect of the Subsequent Phase(s) or any part or parts of the Development still owned by the First Owner subject to the terms and conditions of the Conditions.
- (b) For this purpose the right to designate and declare by the Sub-Deed(s) of Mutual Covenant any portion of the Subsequent Phase(s) to be additional Development Common Areas and Facilities, Residential Common Areas and Facilities, Residential Tower Common Areas and Facilities, Low-Rise

1 Common Areas and Facilities, Low-Rise 2 Common Areas and Facilities and Residential Car Park Common Areas and Facilities (as the case may be) whereupon with effect from such designation and declaration such additional Development Common Areas and Facilities, Residential Common Areas and Facilities, Residential Tower Common Areas and Facilities, Low-Rise 1 Common Areas and Facilities, Low-Rise 2 Common Areas and Facilities and Residential Car Park Common Areas and Facilities shall form part of the Development Common Areas and Facilities, Residential Common Areas and Facilities, Residential Tower Common Areas and Facilities, Low-Rise 1 Common Areas and Facilities, Low-Rise 2 Common Areas and Facilities and Residential Car Park Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the management expenses thereof accordingly in accordance with this Deed.

PROVIDED THAT such Sub-Deed of Mutual Covenant(s) shall not conflict with the provisions of this Deed and the terms and conditions of the Conditions nor affect the rights, interests or obligations of the other Owners bound by any other previous Sub-Deed(s) of Mutual Covenant and shall be subject to the approval of the Director of Lands, unless otherwise waived.

- (j) Subject to the approval of the Owners by a resolution passed at an Owners' meeting to the exercise of the following right, the right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas and facilities, refuse collection and disposal areas and facilities, drainage system and gas, lift system, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by modification of the Conditions or licence for the benefit of the Lot and the Development on such terms and conditions and from such persons as the First Owner shall deem fit and all expenses shall be paid out of the management funds PROVIDED THAT in exercising such right the First Owner shall not interfere with an Owner's right to hold use occupy and enjoy their Units or impede or restrict an Owner's right of access to and from their Units.
- (k) Subject to the approval of the Owners by a resolution passed at an Owners' meeting to the exercise of the following right and subject to the provisions of the

Conditions, the right to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, 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 part or parts of the Common Areas and Facilities or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as the First Owner shall deem appropriate PROVIDED THAT any payment received from the exercise of such right shall be credited to the Special Fund and PROVIDED THAT in exercising such right the First Owner shall not interfere with an Owner's right to hold use occupy and enjoy their Units or impede or restrict an Owner's right of access to and from their Units and PROVIDED FURTHER THAT the exercise of such right shall not contravene the provisions of the Conditions.

- (l) Subject to the approval of the Owners by a resolution passed at an Owners' meeting to the exercise of the following right, and without prejudice to the generality of Clause 8(j) and Clause 8(k) above, the right, with or without joining any other Owner, to enter into any deed or deeds of grant of easement with the owners and/or occupiers of the adjacent land at any time or times and on such terms and subject to such conditions as the First Owner may deem appropriate, and to enter into any deed or deeds, at any time or times, to vary, amend or otherwise alter the terms, conditions or covenants of or contained in such deed or deeds so long as the same shall not be in conflict with the terms and conditions of the Conditions, this Deed and any Sub-Deed of Mutual Covenant PROVIDED THAT any payment received from the exercise of such right shall be credited to the Special Fund and PROVIDED THAT in exercising such right the First Owner shall not interfere with an Owner's right to hold use occupy and enjoy their Units or impede or restrict an Owner's right of access to and from their Units.

- (m) Subject to the approval of the relevant government authorities (if required), at any time hereafter and from time to time to change the user of any part or parts of the Development owned by the First Owner so long as the rights and interest of other Owners shall not be adversely affected PROVIDED THAT the Conditions are not contravened and subject to the provisions of this Deed and any Sub-Deed of Mutual Covenant PROVIDED FURTHER THAT the exercise of this right shall not interfere with an Owner's exclusive right to hold, use,

occupy and enjoy the part of the Development to which he is entitled or impede or restrict the access to and from any such part of the Development;

- (n) (a) Subject to the approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the right to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other similar structures within the part of the Lot and the Development the exclusive right to hold, use, occupy and enjoy of which is owned by the First Owner ("the First Owner's Premises") for the purpose of supplying utilities services to the Lot and the Development only PROVIDED THAT the exercise of this right shall not interfere with the other Owners' right to hold use occupy and enjoy their own Units nor impede access to or from their own Units PROVIDED FURTHER THAT the First Owner shall in the exercise of such right cause the least disturbance to the Owners and at its own costs and expenses make good any damage caused thereby PROVIDED FURTHER THAT any payment received from the exercise of such right shall be credited to the Special Fund.
- (b) Subject to prior approval by a resolution of Owners at a meeting of Owners convened under this Deed, the right to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other similar structures within the Common Areas and Facilities or partly within the Common Areas and Facilities and adjoining land to supply utilities services to the Lot and the Development PROVIDED THAT the exercise of this right shall not interfere with the other Owners' right to hold use occupy and enjoy their own Units nor impede access to or from their own Units PROVIDED FURTHER THAT the First Owner shall in the exercise of such right cause the least disturbance to the Owners and make good any damage caused thereby PROVIDED FURTHER THAT any payment received from the exercise of such right shall be credited to the Special Fund.
- (o) Subject to prior approval by a resolution of Owners at a meeting of Owners convened under this Deed, the right and privilege to install in or affix to or use or operate on the Common Areas and Facilities or any part thereof any broadcast reception, information distribution or communications system including, without limitation, satellite master antenna system, communal aerial

broadcast distribution system, microwave distribution system, cable and wireless communications systems, telecommunication system and transmission and transponder systems, which are for the common use and benefit of the Owners, together with the right to repair, maintain, service, remove or replace the same PROVIDED THAT the Owners' rights to hold, use, occupy and enjoy their Units shall not be affected and PROVIDED FURTHER THAT access to and from the Units shall not be impeded or restricted. Any payment received for the aforesaid approval shall be credited to the Special Fund.

- (p) Without prejudice to the First Owner's right under sub-clause (i) above and subject to prior approval by a resolution of Owners at a meeting of Owners convened under this Deed, the right to designate and declare by deed any area or part or parts of the Development the sole and exclusive right to hold, use, occupy and enjoy of which, and to receive the rents and profits in respect of which, is then owned by the First Owner to be additional Common Areas and Facilities whereupon with effect from such designation and declaration such additional Common Areas and Facilities shall form part of the Common Areas and Facilities as provided in this Deed and the Owners shall contribute to the maintenance and upkeep of the same PROVIDED THAT the First Owner shall not have the right to re-convert or re-designate such additional Common Areas and Facilities to its own use or benefit AND PROVIDED FURTHER THAT in making such designation the First Owner shall not interfere with or affect the right of any Owner to hold, use, occupy and enjoy his Unit and PROVIDED FURTHER THAT notwithstanding anything herein contained, no such approval by a resolution of Owners shall be required for allocation, reallocation or sub-allocation of Undivided Shares to the Common Areas and Facilities by the First Owner pursuant to Clause 8(q) of this Deed.

- (q) Subject to the prior approval of the Director, the right to adjust and/or reallocate and/or sub-allocate the number of Undivided Shares in the Lot and the Development (including but not limited to the Subsequent Phase(s)) retained by the First Owner relating thereto and the manner in which the same shall be notionally divided and the fraction which each such Undivided Share bears to the whole PROVIDED THAT upon the issuance of the Certificate of Compliance or Consent to Assign in respect of Subsequent Phase(s), whichever is earlier, all those Undivided Shares reserved to the Subsequent Phase(s) under this Deed which shall not have been so adjusted or reallocated or sub-allocated shall be designated by the First Owner as part of the Undivided Shares of the

Common Areas and Facilities and shall be assigned by the First Owner to the Manager free of costs or consideration to be held on trust for all the Owners.

- (r) Subject to the approval of the relevant government authorities and compliance with the Conditions, at any time hereafter and from time to time to change, amend, vary, add to or alter the plans of any part or parts of the Development owned by the First Owner, to determine or change or alter the number of Units in the Development (as the case may be) to be included, constructed or erected in or on the Subsequent Phase(s) of the Development, to determine or change or alter the phasing of the development of the Subsequent Phase(s), to change or alter the location and/or the areas and/or users of such part or parts of the Development owned by the First Owner without the concurrence or approval of any other Owner PROVIDED THAT the right of other Owners to the exclusive use and enjoyment of such part or parts of the Development owned by them and the access to and from such part or parts shall not be affected PROVIDED FURTHER THAT the exercise of this right shall not interfere with the other Owners' right to hold use occupy and enjoy their own Units nor impede access to or from their own Units.

- (s) The right to carry out all necessary demolition and construction works in connection with any future development or redevelopment of the parts of the Development held by the First Owner

PROVIDED THAT:-

- (i) such demolition and construction works shall not interfere with an Owner's exclusive right to hold, use and occupy his Unit nor impede access to or from their own Units;

- (ii) the First Owner shall exercise all reasonable care to minimize noise, vibration, dust and other forms of disturbance to other occupiers of the Development and without prejudice to the generality of the foregoing, it is recognized that (A) the First Owner may use the Common Areas and Facilities as means of transport and passage of building materials and equipment subject to the consent and control of the Manager; (B) all demolition or construction areas adjoining the parts of the Development held by the First Owner must be properly enclosed by the First Owner at its own cost during the period of demolition or construction; and (C) all

reasonable safety precautions in relation to such works must be taken by the First Owner at its own cost to prevent any objects falling or being dumped from the demolition and/or construction areas or any electrical installations and circuits of the Development being overloaded or any disturbance or damage being caused to the other parts of the Development; and

(iii) the First Owner shall promptly make good any damage or loss to the other parts of the Development that may be caused by or arise from such demolition or construction works.

9. (a) The Owners hereby jointly and severally and irrevocably APPOINT the First Owner as their agent and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 8 above 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 appointment and grant and to ratify and confirm all that the First Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners.
- (b) Every Assignment by an Owner of the Undivided Shares and the part of the Development which he owns shall include a covenant in substantially the following terms: "The Purchaser covenants with the Vendor and its successors assigns and attorneys to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Covenanting 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 Development and be enforceable by the Vendor and its successors and assigns that :-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on Well Capital (H.K.) Limited ("the First Owner") under Clause 8 of a Deed of Mutual Covenant and Management Agreement dated the day of and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the First Owner;
- (ii) the Covenanting Purchaser shall, if required by the First Owner, do everything necessary, including giving express consents in writing to the exercise of the said rights by the First Owner, to facilitate the exercise of the said rights by the First Owner;
- (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the First Owner to be its agent and grants unto the First Owner the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the First Owner as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and
- (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained

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

9A. Subject to the provisions of the Conditions, this Deed, the House Rules and the rights of the First Owner and the Manager as provided in this Deed, the Owner of the Commercial Accommodation shall have the right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights at its own costs and expenses :-

- (a) The exclusive right to maintain, repair, remove, renew and replace air-conditioning plants units and equipment and related facilities and installations serving exclusively the Commercial Accommodation on such part of the Development Common Areas and Facilities as shown for the purpose of identification only on the DMC Plans (certified as to their accuracy by the Authorized Person) and annexed hereto and thereon coloured Green Stippled Black or any part thereof as the Owner of the Commercial Accommodation shall deem fit which said air-conditioning plants units and equipment and related facilities and installations shall be or be deemed to be the property of the Owner of the Commercial Accommodation PROVIDED ALWAYS THAT they shall not interfere with the use and enjoyment by other Owners and occupiers of the Units owned or occupied by them or impede or restrict other Owners' right of access to and from their Units and the right of access over the Lot or any part of the Development (save and except those parts of the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) with or without servants, workmen and others and with or without plant, equipment, machinery and material at all reasonable times on giving prior written notice to the Manager (save in case of emergency) for the purposes of inspecting, maintaining, repairing, removing, renewing and replacing such air-conditioning plants units and equipment and related facilities and installations PROVIDED FURTHER THAT in doing so the Owner of the Commercial Accommodation shall take reasonable steps to avoid any loss, damage, nuisance or annoyance to the Owner or occupier of any other part of the Development and shall forthwith make good any damage caused thereby at its own costs and expense and shall be liable for negligent, wilful or criminal acts of its staff, contractors or workmen in the course of exercising the aforesaid rights.
- (b) The right of access over the Lot or any part of the Development (save and except those parts of the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed

of to an Owner) with or without servants, workmen and others and with or without plant, equipment, machinery and material at all reasonable times on giving prior written notice to the Manager (save in case of emergency) for the purposes of inspecting, maintaining, repairing, removing, renewing and replacing the respective grease traps in respect of any restaurants within the Commercial Accommodation (including any form or type of food serving business), chiller plants and the associated pipes, ducts or wires for the exclusive use and benefit of the restaurants within the Commercial Accommodation (including any form or type of food serving business) located on the Basement 1 Floor of the Development (approximate locations of which are for the purpose of identification purpose only shown and marked "G.T. BELOW" on the Overall B1/F Plan of the DMC Plans certified as to their accuracy by the Authorized Person and annexed hereto) which said grease traps chiller plants associated pipes ducts or wires shall be or be deemed to be the property of the Owner of the Commercial Accommodation PROVIDED THAT in doing so the Owner of the Commercial Accommodation shall take reasonable steps to avoid any loss, damage, nuisance or annoyance to the Owner or occupier of any other part of the Development and shall forthwith make good any damage caused thereby at its own costs and expense and shall be liable for negligent, wilful or criminal acts of its staff, contractors or workmen in the course of exercising the aforesaid rights.

SECTION III
Manager And Management Charges

10. (a) Subject to the provisions of the Building Management Ordinance (Cap.344), the Manager shall undertake the management, operation, servicing, maintenance, repair, renovation, improvement, replacement, security and insurance of the Lot and the Development and the Common Areas and Facilities therein (all or any of which activities are where not inapplicable herein included under the word "management") from the date of this Deed for an initial term of not exceeding two (2) years and such appointment shall continue until terminated as provided in this Clause 10.
- (b) The appointment of the Manager may be terminated as follows:-
- (i) No resignation of the Manager shall take effect unless he has previously given not less than three (3) months' notice in writing of his intention to resign:-
- (1) by sending such notice to the Owners' Committee; or
 - (2) 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.
- (ii) The notice referred to in this Clause 10(b)(i)(2) may be given:-
- (1) by delivering it personally to the Owner; or
 - (2) by sending it by post to the Owner at his last known address; or
 - (3) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit; or
- (iii) prior to the formation of the Owners' Corporation, upon the passing of a resolution by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by Owners of not less than fifty per cent (50%) of all the Undivided Shares in aggregate (excluding those Undivided Shares allocated to the Common Areas and Facilities) at

a general meeting convened for the purpose to terminate the Manager's appointment without compensation by the Owners' Committee giving to the Manager not less than three (3) calendar months' notice of termination in writing; or

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

(c) (i) Where an Owners' Corporation has been formed and subject to Clause 10(c)(iv), at a general meeting convened for the purpose, the Owners' Corporation may, by a resolution :-

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

(2) supported by the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate (excluding the Undivided Shares for Common Areas and Facilities),

terminate by notice the appointment of the DMC Manager without compensation.

(ii) The resolution under Clause 10(c)(i) shall have effect only if

(1) such notice of termination of appointment is in writing;

(2) provision is made in the resolution for a period of not less than three (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 it of a sum equal to the amount of remuneration which would have accrued to it during that period;

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

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

- (iii) The notice and the copy of the resolution referred to in Clause 10(c)(ii)(4) may be given :
 - (1) by delivering them personally to the DMC Manager; or
 - (2) by sending them by post to the DMC Manager at its last known address.
- (iv) For the purposes of this Clause 10(c):-
 - (1) only the Owners of Undivided Shares who pay or who are liable to pay contribution towards the management expenses relating to those Undivided Shares shall be entitled to vote;
 - (2) the reference in Clause 10(c)(i)(2) to “the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate” shall be construed as a reference to the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate who are entitled to vote.
- (v) 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, Clauses 10(c)(i), (ii), (iii) and (iv) apply to the termination of the Manager’s appointment as they apply to the termination of the DMC Manager’s appointment.
- (vi) Clause 10(c)(v) operates without prejudice to any other power there may be in a contract for the appointment of the Manager other than the DMC Manager to terminate the appointment of the Manager.
- (vii) If a notice to terminate a Manager’s appointment is given under this Clause 10(c):-
 - (1) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners’ Committee (if any); and
 - (2) if no such appointment is approved under Clause 10(c)(vii)(1) above 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.

- (viii) This Clause 10(c) is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under Section 34E(4) of the Building Management Ordinance (Cap.344) but does not apply to any single manager referred to in that Section.
- (ix) 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 10(c)(vii)(2) above, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under Clause 10(c)(vii)(2) above that may otherwise render that person liable for a breach of that undertaking or agreement.
- (d)
 - (i) Subject to Clause 10(d)(ii), if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Lot and the Development that is under its control or its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
 - (ii) If the Manager's appointment ends for any reason, the Manager shall within two (2) months of the date the Manager's appointment ends:-
 - (1) prepare an income and expenditure account for the period beginning with the commencement of the financial year in which the Manager's appointment ends and ending on the date the Manager's appointment ended; and a balance sheet as at the date the Manager's 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

- (2) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents and other records which are required for the purposes of Clause 10(d)(ii)(1) and have not been delivered under Clause 10(d)(i).

11. In the event of the Manager giving notice as hereinbefore provided or in the case of the Manager being dismissed the Manager shall convene a meeting of the Owners' Committee to elect a manager to take its place or in the case of the Manager being wound up or having a receiving order made against it or failing to convene a meeting of the Owners' Committee as aforesaid a meeting of the Owners' Committee may be convened to elect a manager to take its place and such meeting shall elect a manager who shall at the conclusion of the meeting of the Owners' Committee aforesaid thereupon and henceforth become vested with all the powers and duties of the Manager hereunder. Notwithstanding anything hereinbefore contained, it is hereby declared and agreed that subject to the provisions of the Building Management Ordinance (Cap.344), at no time shall the Lot and the Development be without a responsible duly appointed manager to manage the Lot and the Development or any part or parts thereof after the issue of an Occupation Permit covering the same.
12. The annual remuneration of the Manager for the performance of its duties hereunder shall be 10% of the total annual expenses, costs and charges (excluding the Manager's remuneration, any capital expenditure or expenditure drawn out of the Special Fund) reasonably and necessarily incurred in the good and efficient management of the Lot and the Development. 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.
13. Payment of the Manager's remuneration hereunder shall be in advance by twelve equal calendar monthly instalments each such payment to be in the sum of one twelfth of the annual remuneration of the Manager being 10% of the total annual expenditure for the management of the Lot and the Development (excluding the Manager's remuneration) payable by the Owners according to the annual budget or revised budget for the year in

question to be prepared as provided in Clauses 14 to 16 hereof and any adjustment payment or deduction that needs to be made to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year will be made within twenty-one (21) days from the completion of the auditing of the management accounts for such year as provided in Clause 35 hereof Provided always 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 as provided under this Clause, or at such lower rate as the Owners may consider appropriate. No variation of the percentage of the annual remuneration of the Manager may be made except with the approval by a resolution of Owners duly passed at a meeting of Owners convened under this Deed.

14. (a) Subject to sub-clauses (c), (e), (f) and (h) of this Clause, 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 sub-clause (b) of this Clause.
- (b) In respect of each financial year, the Manager shall :-
- (i) prepare a draft budget setting out the proposed expenditure during the financial year;
 - (ii) 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;
 - (iii) 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;
 - (iv) after the end of that period, prepare a budget specifying the total proposed expenditure during the financial year;

- (v) 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.
- (c) Where, in respect of a financial year, the Manager has not complied with sub-clause (b) of this Clause before the start of that financial year, the total amount of the management expenses for that year shall :-
 - (i) 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;
 - (ii) 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.
- (d) Where a budget has been sent or displayed in accordance with sub-clause (b)(v) of this Clause and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised budget as apply to the draft budget and the budget by virtue of sub-clause (b) of this Clause.
- (e) Where a revised budget is sent or displayed in accordance with sub-clause (d) of this Clause, the total amount of the management expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation and, within a period of 1 month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) of this Clause, the Owners' Corporation decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of management expenses for the financial year shall, until another budget or revised budget is sent or displayed in accordance with sub-clause (b) or (d) of this Clause and is not so rejected under this sub-clause, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.

- (g) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (h) For the purpose of this Clause 14, "expenditure" includes all costs, charges and expenses to be borne by the Owners including the remuneration of the Manager.

15. The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if already formed) except the first budget which shall cover the period from the date of this Deed until the 31st day of December in the next following year. The annual budget shall be in two parts :-

- (a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Development and the Development Common Areas and Facilities therein including but without prejudice to the generality of the foregoing :-
 - (i) the maintenance, operation, repair and cleansing of all Development Common Areas and Facilities and the lighting thereof and the provisions and operation of emergency generators and lighting for the Development Common Areas and Facilities;
 - (ii) the cultivation, irrigation and maintenance of the lawns and planters and landscaped areas on the Development Common Areas and Facilities;
 - (iii) the cost of all electricity, gas, water, telephone and other utilities serving the Development Common Areas and Facilities;
 - (iv) the provision of security guard services for the Development;
 - (v) salaries, overtime pay, severance payment, provident fund, long services payment and other statutory payments under the Employment Ordinance Cap. 57 of the Laws of the Hong Kong Special Administrative Region and any statutory amendments, modifications or re-amendments thereof for the time being in force or other applicable ordinances, premium for employees' compensation and medical insurance, fringe benefits (if any)

and bonuses (if any) of such staff employed by the Manager and reasonable expenses of other support/back up services or facilities for the administration and management of the Lot and the Development or such proportionate part thereof which are provided by the head office of the Manager for the Development as well as any other land, developments and buildings as reasonably determined by the Manager to be attributable to the Development and necessarily incurred Provided That the Manager shall record in its books and records relating to the Development details of the expenses involved, the reason for incurring the same, the portion which the Development has to bear and the basis of apportioning such expenses among the developments and buildings involved;

- (vi) the cost and expense of maintaining such areas or drains and channels whether within or outside the Lot that are required to be maintained under the Conditions;
- (vii) the Government rent payable under the Conditions (but only if no apportionment or separate assessments have been made for individual Units);
- (viii) the remuneration of the Manager calculated in accordance with Clause 12 of this Deed for providing its services hereunder;
- (ix) insurance of the Common Areas and Facilities and the Units up to the full new reinstatement value thereof and in particular against loss or damage by fire and/or such other perils and risks and the Manager against third party, or public and/or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;
- (x) a reasonable sum for contingencies;
- (xi) legal and accounting fees and all other professional fees and costs properly incurred by the Manager in carrying out the services provided under this Deed;
- (xii) the costs of removal and disposal of rubbish from the Development;

- (xiii) all costs incurred in connection with the Development Common Areas and Facilities;
 - (xiv) any tax payable by the Manager on any of the sum held by it under the provisions of this Deed Provided however that any tax payable on the Manager's remuneration shall be borne and paid by the Manager; and
 - (xv) the cost of repairing and maintaining all roads slopes footbridges retaining walls and other structures on outside or adjacent to the Lot or forming part of the Development including but not limited to the Slope Structures the maintenance of which is the liability of the grantee under the Conditions and in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended or substituted from time to time and the maintenance manual for the Slope Structures prepared in accordance with "Geoguide 5 – Guide to Slope Maintenance".
- (b) The second part shall cover expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to different specific parts of the Development and shall be divided into five sections :-
- (i) the first section shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities providing service to Owners or residents of Residential Units including (without in any way limiting the generality of the foregoing) such expenditure in the operation, maintenance, repair and replacement of lifts (if any) in the Residential Common Areas and Facilities and the equipment therein, the charges for the supply of flushing water, the operation, maintenance, repair, cleansing, lighting and security of the Residential Common Areas and Facilities and such proportionate part of the general expenditure for cost of staff, caretakers, watchmen and security forces and removal and disposal of rubbish as the Manager shall consider fair and reasonable and such expenditure shall be borne by the Owners of the Residential Units in the manner as provided in Clause 16(c) below;

- (ii) The second section shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Tower Common Areas and Facilities including (without in any way limiting the generality of the foregoing) in such expenditure such proportionate part of the general expenditure for maintenance, repair, cleansing, lighting and security of the Residential Tower Common Areas and Facilities, for cost of staff, watchmen, caretakers and security forces, the charges for the supply of electricity, gondola, flushing water and lighting and the removal and disposal of rubbish as the Manager shall consider fair and reasonable and such expenditure shall be borne by the Owners of the Residential Towers in the manner as provided in Clause 16(d) below;

- (iii) The third section shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Low-Rise 1 Common Areas and Facilities including (without in any way limiting the generality of the foregoing) in such expenditure such proportionate part of the general expenditure for maintenance, repair, cleansing, lighting and security of the Low-Rise 1 Common Areas and Facilities, for costs of staff, watchmen, caretakers, and security forces, the charges for the supply of electricity, flushing water and lighting and the removal and disposal of rubbish as the Manager shall consider fair and reasonable and such expenditure shall be borne by the Owners of the Low-Rise 1 Units in the manner as provided in Clause 16(e) below;

- (iv) The fourth section shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Low-Rise 2 Common Areas and Facilities including (without in any way limiting the generality of the foregoing) in such expenditure such proportionate part of the general expenditure for maintenance, repair, cleansing, lighting and security of the Low-Rise 2 Common Areas and Facilities, for costs of staff, watchmen, caretakers, and security forces, the charges for the supply of electricity, flushing water and lighting and the removal and disposal of rubbish as the Manager shall consider fair and reasonable and such expenditure shall be borne by the Owners of the Low-Rise 2 Units in the manner as provided in Clause 16(f) below;

- (v) The fifth section shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Car Park Common Areas and Facilities including (without in any way limiting the generality of the foregoing) in such expenditure such proportionate part of the general expenditure for maintenance, repair, cleansing, lighting and security of the Residential Car Park Common Areas and Facilities, for cost of staff, watchmen, caretakers and security forces, the charges for the supply of electricity, flushing water and lighting and the removal and disposal of rubbish as the Manager shall consider fair and reasonable and such expenditure shall be borne by the Owners of the Residential Car Parking Spaces, the Owners of the Residential Motor Cycle Parking Spaces and the Owners of the Residential Units in the manner as provided in Clauses 16(g) and (h) below;

PROVIDED THAT

- (1) in the event that construction of a part or phase of the Development has been completed and the Consent to Assign or Certificate of Compliance in respect of such part or phase has been issued, then the relevant part(s) of the annual budget shall only cover such part or phase of the Development;
- (2) expenditure of a capital and/or improvement nature for the improvement of the Development and/or the replacement or improvement of installations, systems, equipment and apparatus within or forming part of the Common Areas and Facilities and/or for the efficient management and maintenance of the Development and the cost of maintaining and repairing any of the Slope Structures or other structures in compliance with the Conditions shall be compiled in a separate heading within the appropriate section of the annual budget and shall be payable out of the Special Fund mentioned in Clause 19 of this Deed when the same is established;
- (3) the annual budget shall also set out an estimate as to the time of any likely need to draw in the Special Fund; and
- (4) (a) Subject to the provisions in Schedule 7 of the Building Management Ordinance and proviso (4)(b) and (c) below, the Manager or the Owners' Committee (if formed) shall not enter into any contract for the procurement of any supplies,

goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000 or such other sum in substitution therefor as the Secretary for Home Affairs ("the Authority") may specify by notice in the Gazette unless

- (i) the supplies, goods or services are procured by invitation to tender; and
 - (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344).
- (b) Subject to the provisions in Schedule 7 of the Building Management Ordinance and proviso (4)(c) below, the Manager or the Owners' Committee (if formed) shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual management budget or such other percentage in substitution therefor as the Authority may specify by notice in Gazette unless
- (i) if there is an Owners' Corporation
 - (1) the supplies, goods or services are procured by invitation to tender;
 - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344); and
 - (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
 - (ii) if there is no Owners' Corporation
 - (1) the supplies, goods or services are procured by invitation to tender;
 - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344); and

- (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Subject to the provisions in Schedule 7 of the Building Management Ordinance, proviso (4)(a) and (b) above do not apply to any supplies, goods or services which but for this Proviso (4)(c) would be required to be procured by invitation to tender (referred to in this Proviso (4)(c) as "relevant supplies, goods or services")
 - (i) where there is an Owners' Corporation, if
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
 - (2) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
 - (ii) where there is no Owners' Corporation, if
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
 - (2) the Owners decide by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

16. The Manager shall fix the amount to be contributed to the annual budget by each Owner in accordance with the following principles :-

- (a) The amount of the monthly or other contributions payable by each Owner shall be specified and demanded by the Manager from time to time by notice in writing PROVIDED THAT for the avoidance of doubt, no contributions shall be payable in respect of the Undivided Shares allocated to the Common Areas and Facilities;
- (b) Each Owner shall pay for every Undivided Share allocated to any Unit of which he is the Owner a fraction of the total amount assessed under the first part of the annual adopted budget as referred to in Clause 15(a) above in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) in the Development;
- (c) Each Owner of the Residential Units in addition to the amount payable under sub-clause (b) of this Clause shall in respect of each Undivided Share allocated to a Residential Unit of the Residential Accommodation of which he is the Owner pay a fraction of the total amount assessed under the first section of the second part of the annual adopted budget as referred to in Clause 15(b)(i) above in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Residential Units;
- (d) Each Owner of the Residential Units in the Residential Towers in addition to the amount payable under sub-clauses (b) and (c) of this Clause shall in respect of each Undivided Share allocated to a Residential Unit of the Residential Towers of which he is the Owner pay a fraction of the total amount assessed under the second section of the second part of the annual adopted budget as referred to in Clause 15(b)(ii) above in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Residential Units in the Residential Towers;
- (e) Each Owner of the Low-Rise 1 Units in addition to the amount payable under sub-clauses (b) and (c) of this Clause shall in respect of each Undivided Share allocated to a Low-Rise 1 Unit of which he is the Owner pay a fraction of the total amount assessed under the third section of the second part of the annual adopted budget as referred to in Clause 15(b)(iii) above in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Low-Rise 1 Units;

(f) Each Owner of the Low-Rise 2 Units in addition to the amount payable under sub-clauses (b) and (c) of this Clause shall in respect of each Undivided Share allocated to a Low-Rise 2 Unit of which he is the Owner pay a fraction of the total amount assessed under the fourth section of the second part of the annual adopted budget as referred to in Clause 15(b)(iv) above in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Low-Rise 2 Units;

(g) (i) Each Owner of the Residential Units in addition to the amount payable under sub-clauses (b) to (f) (if applicable) of this Clause shall in respect of each Undivided Share allocated to a Residential Unit of the Residential Accommodation of which he is the Owner pay a fraction of a percentage (calculated in accordance with the formula set out in sub-clause (g)(ii) below) of the total amount assessed under the fifth section of the second part of the annual adopted budget as referred to in Clause 15(b)(v). The numerator of the said fraction shall be one and the denominator shall be the total number of Undivided Shares allocated to all the Residential Units and all Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces.

(ii)

$$\text{Percentage in sub-clause (g)(i)} = \frac{\text{Number of Residential Visitors' Parking Spaces} + \text{Number of Residential Accessible Car Parking Space}}{\text{Number of Residential Visitors' Parking Spaces} + \text{Number of Residential Accessible Car Parking Space} + \text{Number of Residential Car Parking Spaces} + (\text{Number of Residential Motor Cycle Parking Spaces} \times 1/5)} ;$$

(h) (i) Each Owner of the Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces in addition to the amount payable under sub-clause (b) of this Clause shall in respect of each Undivided Share allocated to a Residential Car Parking Space and a Residential Motor Cycle Parking Space of which he is the Owner pay a fraction of a percentage (calculated in accordance with the formula set out in sub-clause (h)(ii) below) of the total amount assessed under the fifth section of the second part of the annual adopted budget as referred to in Clause 15(b)(v). The numerator

of the said fraction shall be one and the denominator shall be the total number of Undivided Shares allocated to all the Residential Units and all the Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces.

(ii)

$$\text{Percentage in sub-clause (h)(i)} = \frac{\text{Number of Residential Car Parking Spaces} + \text{(Number of Residential Motor Cycle Parking Spaces} \times 1/5)}{\text{Number of Residential Visitors' Parking Spaces} + \text{Number of Residential Accessible Car Parking Space} + \text{Number of Residential Car Parking Spaces} + \text{(Number of Residential Motor Cycle Parking Spaces} \times 1/5)}$$

- (i) Where any expenditure for the management and maintenance of the Development and the Lot shall in the reasonable opinion of the Manager be specifically referable to or is being expended for a particular Unit or group of Units and no Owner of any other Unit shall receive any material benefit therefrom, the full amount shall be excluded from the annual budget and shall be paid by the Owner(s) of that particular Unit or group of Units on demand;
- (j) For the avoidance of doubt, it is hereby expressly provided that the First Owner's liability to make the aforesaid payments shall in no way be reduced by reason of the fact that any of the Units remains unsold and each Owner shall be personally liable to make the above payment to the Manager whether or not his part of the Development is vacant or occupied and whether or not it has been let or leased to tenant or is occupied by the Owner himself or any other person, provided always that no Owner shall be called upon to pay more than his fair share;
- (k) All outgoings including management fees and any Government rent and rates up to and inclusive of the date of the first assignment of the Units shall be paid by the First Owner. An Owner shall not be required to make any payment or reimburse the First Owner for these outgoings;

- (l) After execution of the Sub-Deed of Mutual Covenant covering the Subsequent Phase(s), the management expenses attributable to the relevant Common Areas and Facilities shall be contributed by the Owners in accordance with this Deed and the Sub-Deed(s) of Mutual Covenant; and
- (m) Notwithstanding anything herein contained but subject to sub-clause (k) of this Clause 16, the liability of the Owner of a Unit to contribute to the amount under the annual budget of management expenses prepared by the Manager shall only accrue with effect (i) from the date of this Deed if his Unit is situated in Phase 1; and (ii) from the date of the relevant Sub-Deed of Mutual Covenant of any Subsequent Phase(s) if his Unit is situated in such Subsequent Phase(s).

PROVIDED THAT the First Owner shall not be obliged to make the payments and contributions as aforesaid in respect of Undivided Shares allocated to any part(s) of the Development the construction of which has not been completed except to the extent that such uncompleted part(s) or Subsequent Phase(s) of the Development benefit(s) from the provisions of this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining any Slope Structures or as to the security afforded by the management of the completed part(s)) of the Development.

17. If the total contributions receivable as aforesaid under the annual budget by the Manager shall in the opinion of the Manager be insufficient to meet the costs and expenses for such management and services then each Owner to whom the annual budget applies shall make good a due proportion of the estimated deficiency by making a further contribution to the Manager such further contribution being calculated in the same manner as in Clause 16 hereof and shall be payable to the Manager monthly in advance from the date specified in the written notices given by the Manager to the Owners.

18. Notwithstanding anything herein contained and for the avoidance of any doubt, the management expenses payable by the Owners in accordance with this Deed or any relevant Sub-Deed of Mutual Covenant shall not include :-

- (a) Any sum attributable or relating to the cost of completing the construction of the Development or any part thereof or any of the Common Areas and Facilities therein incurred prior to the date of this Deed all of which sums shall be borne solely by the First Owner (which expression shall for the purpose of this Clause exclude its assigns);

- (b) All existing and future taxes, rates, assessments, property tax, water rates (if separately metered), Government rent payable under the Conditions which has been separately assessed and charged by the Government against each Owner 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
 - (c) The expenses for keeping in good and tenable repair and condition of the main structure, the external and interior fixtures and fittings, walls, floors, windows and doors, garden area, flat roof and roof of any Unit together with the plumbing, electrical installations, plant, equipment, apparatus, installations 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 of such Unit.
19. (a) There shall be established and maintained and prepared by the Manager as trustee for and on behalf of all the Owners one Special Fund for the purpose of paragraph 4 of Schedule 7 to the Building Management Ordinance (Cap.344) towards payment of 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, plants and machines for the Common Areas and Facilities and the costs of the relevant investigation works and professional services and for the initial set up costs of the management office of the Development and such fund shall not be refundable or transferable.
- (b) Each Owner shall also on demand pay to the Manager such further sum (as included in the monthly management contribution) payable in respect of the Unit of which he is the Owner based on the annual budget as determined by a resolution of Owners passed at an Owner's meeting to maintain the Special Fund at such level as the Manager shall recommend PROVIDED THAT such contribution to the further sum shall be in proportion to the Undivided Shares as provided in the First Schedule hereto. If there is an Owner's Corporation, the Owners' Corporation shall determine, by a resolution of the Owners of the Development, the amount to be contributed to the Special Fund by the Owners of the Development in any financial year, and the time when those contributions shall be payable PROVIDED THAT such contribution to the further annual sum shall be in proportion to the Undivided Shares allocated to the relevant Unit.

- (c) Except where the First Owner has made payments in accordance with this sub-clause (c), each Owner being the first assignee of his part of the Development shall upon the assignment of his part of the Development from the First Owner pay to the Manager an initial contribution to the Special Fund in an amount to be decided by the Manager which amount shall not be more than 2/12 of the first year's budgeted management expenses payable in respect of his Unit and the First Owner is required to make such contribution in respect of any Units which have been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to the Units (i.e. when the Consent to Assign in respect of the relevant phase or Certificate of Compliance has been issued), whichever is the later.
- (d) If construction of only part or phase of the Development has been completed and the Consent to Assign or Certificate of Compliance in respect of such part or phase has been issued, then the relevant account(s) of the Special Fund shall only cover such part or phase of the Development.
- (e) The Manager shall without delay pay all money received by it in respect of the Special Fund into separate interest bearing accounts opened and maintained by the Manager at a bank within the meaning of section 2 of the Banking Ordinance (Cap.155), the title of which shall refer to the Special Fund for the relevant parts of the Common Areas and Facilities of the Development respectively and shall use these accounts exclusively for the purpose specified in this Clause 19. Special reference shall be made to the Special Fund in the annual accounts and an estimate shall be given as to the time of any likely need to draw on the Special Fund.
- (f) Without prejudice to the generality of Clause 19(e) above, 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 it from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (g) The Manager shall display a document showing evidence of any account opened and maintained under Clause 19(e) or Clause 19(f) above in a prominent place in the Development.

- (h) The Manager shall without delay pay all money received by the Manager in respect of the Special Fund into the accounts opened and maintained under Clause 19(e) above; or if there is an Owners' Corporation, the accounts opened and maintained under Clause 19(f) above.
 - (i) 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). For the avoidance of doubt, the Manager shall not use the Special Fund or any part or parts thereof for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Development.
20. (a) Subject to Clause 32 hereof, each Owner being the first assignee of his part of the Development shall before he is given possession of his part of the Development deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to 3/12 of the first year's budgeted management expenses payable in respect of each Undivided Share allocated to the part of the Development of which he is the Owner which deposit or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable and shall not be set off against any contribution payable by him under this Deed and the First Owner is required to make such contribution in respect of any Units which have been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to the Units (i.e. when the Consent to Assign in respect of the relevant phase or Certificate of Compliance has been issued), whichever is the later and Provided further that in the event that there is an increase in the monthly contribution payable by the Owner as determined by the Manager under this Deed, the Manager shall have right at its absolute discretion to require the Owners to pay to the Manager by way of an increase in the said deposit a sum proportional thereto in order that such deposit shall always be equal to three (3) times the then monthly contribution.
- (b) Each Owner being the first assignee of his part of the Development shall before he is given possession of his part of the Development pay to the Manager in advance a sum equal to 2/12 of the first year's budgeted management expenses payable in respect of his part of the Development which shall be non-refundable and non-transferable.

- (c) Each Owner being the first assignee of a Residential Unit shall before he is given possession of his Unit pay to the Manager a debris removal fee which shall be non-refundable and non-transferable of not more than a sum equal to 1/12 of the first year's budgeted management expenses payable in respect of his part of the Development in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in his Unit and the First Owner is required to make such contribution in respect of any Residential Units which have been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to the Units (i.e. when the Consent to Assign in respect of the relevant phase or Certificate of Compliance has been issued), whichever is the later. Any portion of such debris removal fees which has not been used for debris removal as aforesaid shall form part of the Special Fund for the Owners of the Residential Accommodation. For the avoidance of doubt, the Owner of the Commercial Accommodation shall at its own costs and expenses make its own arrangements to remove debris arising from decoration works carried out in the Commercial Accommodation and shall not be liable to pay a debris removal fee to the Manager in respect of the Commercial Accommodation. The Manager shall not be responsible for removing debris arising from decoration works carried out in the Commercial Accommodation.
- (d) Each Owner being the first assignee of a Unit shall before he is given possession of his Unit pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.

21. Contributions 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 (the exercise of which shall be subject to the provisions of this Deed and the Building Management Ordinance, Cap.344) to call for any particular payment or contribution to be made on any other day or days it may deem necessary or desirable.

22. Notwithstanding anything contained in these presents the Manager shall be entitled in its discretion to charge a reasonable sum as consideration for granting and processing any

consent required from the Manager pursuant to these presents provided that such consideration shall be credited to the Special Fund.

23. (a) The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof, such sum or sums as the Manager shall reasonably determine and such sum or sums collected shall be paid into and form part of the management funds for the benefit of all Owners.
- (b) All moneys, income, fees, charges, penalties or other consideration received by the Manager in respect of the grant of franchises, leases, tenancy agreements, licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any House Rules shall be paid into and form part of the Special Fund (if so required under any provision of this Deed) or the management funds.
- (c) For the avoidance of doubt, the Manager shall not be required to prepare or maintain separate accounts for the income and expenditures of individual parts or sections of the annual budget and the notional credits under sub-clause (b) of this Clause shall be for reference purposes only as therein provided.
24. If any Owner shall fail to pay the Manager any amount payable hereunder within thirty (30) days from the date of demand, the Manager may impose on such Owner:-
- (a) Interest calculated on the amount remaining unpaid at the rate of 2% per annum above the prime rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited for the number of days for which it remains unpaid from the due date until the actual date of payment (both dates inclusive); and
- (b) A collection charge of not exceeding 10% of the amount due, to cover the cost (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.
25. All amounts which become payable by any Owner in accordance with the provisions of this Deed and any relevant Sub-Deed of Mutual Covenant together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed and any relevant Sub-Deed of Mutual Covenant and all other expenses

reasonably incurred in or in connection with recovering or attempting to recover the same (including without limitation legal costs on a solicitor and own client basis) shall be recoverable by civil action at the suit of the Manager against the defaulting Owner (and the claim in any such action may include a claim for the 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 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 or any relevant Sub-Deed of Mutual Covenant 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.

26. In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed and any relevant Sub-Deed of Mutual Covenant or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed or any relevant Sub-Deed of Mutual Covenant within thirty (30) days from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as specified in Clause 24 hereof 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 25 hereof and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the Undivided Share or Shares of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.

27. Any charge registered in accordance with Clause 26 of this Deed shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of 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 25 of this Deed shall apply equally to any such action.

28. The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance, by any Owner and any person occupying any part of the 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 made hereunder and of recovering damages for the

breach, non-observance or non-performance thereof. The provisions of Clause 25 of this Deed shall apply to all such proceedings.

29. Subject to Clause 63 of this Deed all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Development shall be expended by the Manager in the repair, rebuilding or reinstatement of that part of the Development.

30. Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in Clauses 24 to 28 of this Deed the same shall, after deduction of any costs or expenses reasonably incurred out of the pocket of the Manager in recovering the same, form part of the management funds.

31. All money paid to the Manager by way of interest and collection charges pursuant to these presents shall be credited to the Special Fund.

32. Any person ceasing to be the Owner of any Undivided Share or Shares in the Lot and the Development shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clauses 20(a) and (d) hereof and his contribution(s) towards the Special Fund under Clause 19 of this Deed 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 Undivided Shares in the Lot and the Development PROVIDED THAT any such deposit shall be transferred into the name of the new Owner of such Undivided Share or Shares but the contribution(s) towards the Special Fund shall be neither refundable to any Owner by the Manager nor transferable to any new Owner AND PROVIDED FURTHER THAT upon the Lot reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 63 hereof, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the management expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished, in both case in proportion to the number of Undivided Shares held by such Owners.

33. The first financial year for the purpose of management of the Development or any part or parts thereof shall commence from the date of this Deed and shall terminate on the 31st day of December in the next following year and thereafter each subsequent financial year shall

commence on the 1st day of January and shall terminate on the 31st day of December of the same year PROVIDED THAT the Manager shall have the right to change the financial year at any time upon giving notice published in the public notice boards of the Development but the financial year may not be changed more than once in every five (5) years unless that change is previously approved by a resolution of the Owners' Committee (if the same has been established).

34. (a) The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Lot and the Development.
- (b) Without prejudice to the generality of Clause 34(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 management of the Development.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under Clause 34(a) or Clause 34(b) in a prominent place in the Development.
- (d) Subject to Clauses 34(e) and 34(f) below, the Manager shall without delay pay all money received by the Manager in respect of the management of the Lot and the Development into the account opened and maintained under Clause 34(a) or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 34(b) above.
- (e) Subject to Clause 34(f) below, the Manager may, out of money received by the Manager in respect of the management of the Lot and 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 the same has been established).
- (f) The retention of a reasonable amount of money under Clause 34(e) above or the payment of that amount into a current account in accordance with Clause 34(e) 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 the same has been established).

- (g) Any reference in this Clause 34 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 Lot and the Development.
- (h) The Manager shall maintain proper books or records of accounts and other financial records of all payments made to and all expenditure incurred by the Manager in the exercise of its powers hereunder. The Manager shall keep all bills, invoices, vouchers, receipts and other documents referred to in such books or records of accounts for at least six (6) years.

35. Within one (1) month after each consecutive period of three (3) months or such shorter period as the Manager may decide, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period and shall post a copy of the summary and balance sheet on the public notice boards of the Development for display for at least seven (7) consecutive days. Within two (2) months after the close of each financial year the Manager shall prepare an income and expenditure account (including the balance sheet) in respect of such closed financial year and post copies of the same on the public notice boards of the Development for display for at least seven (7) consecutive days. The annual accounts shall within six (6) months after the close of each financial year be audited and certified by a firm of certified public accountants appointed by the Manager (subject to the Owners' meeting at any time prior to formation of the Owners' Corporation appointing a different firm of certified public accountants to audit the annual accounts) as providing an accurate summary of all items of income and expenditure during such closed financial year. Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be needed.

- 36. (a) The Manager shall at any reasonable time permit any Owner to inspect any of the books or records of accounts and any income and expenditure account or balance sheet prepared pursuant to this Deed. The Manager shall upon request of any Owner and upon payment of a reasonable charge for copying the same supply such Owner with a copy of such record or document requested by him.

- (b) If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and :-
 - (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
 - (ii) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.

37. Subject to the provisions of the Building Management Ordinance (Cap. 344), the management of the Lot and the Development shall be undertaken by the Manager for an initial period of two (2) years from the date of this Deed and shall continue until terminated as provided under Clause 10 of this Deed and each Owner hereby irrevocably APPOINTS the Manager as agent for all Owners in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed and the Manager will have the authority to act for and on behalf of all Owners in accordance with the provisions of this Deed to enforce and carry into effect all provisions of this Deed subject to the Building Management Ordinance (Cap.344). In addition to the other powers expressly provided in this Deed, the Manager shall have authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Development and the management thereof including in particular but without in any way limiting the generality of the foregoing :-

- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed and any relevant Sub-Deed of Mutual Covenant;
- (b) (i) To manage, maintain and control the common driveways and parking areas on the Lot and the Development and to remove any cars, motor cycles, bicycles and other vehicles parked in any area not reserved for parking or loading and unloading or any vehicles parked in any Parking Space without the consent of the Owner or lawful occupier of such

Parking Space or any vehicle parked in any Residential Visitors' Parking Spaces, Residential Accessible Car Parking Space or any Residential Loading and Unloading Spaces or any bicycle parked in any Bicycle Parking Spaces without payment of charges (if any) therefor 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 of the same;

- (ii) To manage, maintain and control the use of the Residential Visitors' Parking Spaces, Residential Accessible Car Parking Space, Bicycle Parking Spaces, Residential Loading and Unloading Spaces and subject to the prior approval of the Owners' Committee (if already formed) or the Owners' Corporation (if formed) to fix reasonable charges for the use thereof provided that all income deriving therefrom shall form part of the management funds for the Residential Common Areas and Facilities;
- (c) Unless otherwise directed by the Owners' Corporation, to insure and keep insured the Common Areas and Facilities and the Owners for the time being thereof and the Manager 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, occupiers' liability, public liability and liability as employer of the employees of the Manager employed within or exclusively in connection with the management of the Development with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Lot and 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 and, without limiting the generality of the foregoing, if the Manager considers so desirable, to procure master insurance for the Development as a whole and to pay all premia required to keep such insurance policies in force;
- (d) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Development;
- (e) To keep in good order and repair the lighting of the Common Areas and Facilities;

- (f) To keep the Common Areas and Facilities in a clean and sanitary state and condition;
- (g) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, those external walls, elevations and façade, including windows and window frames, situated in the Common Areas and Facilities;
- (h) To choose from time to time the colour and type of façade of the Development, including that of the Residential Units;
- (i) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (j) To keep all the Common Areas and Facilities in good condition and working order and to extend or improve existing facilities or provide additional facilities as the Manager shall at its reasonable discretion deem necessary or desirable (provided that any improvement or provision of additional facilities or services which involves expenditure in excess of 10% of the current annual management budget shall require the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed) and to keep the fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;
- (k) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the 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 drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Lot or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;
- (l) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Development and the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (m) To replace any glass in the Common Areas and Facilities that may be broken;

- (n) To keep the Common Areas and Facilities well lighted and in a tidy condition;
- (o) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (p) To prevent refuse from being deposited on the Development or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Development and arrange for its disposal at such regular intervals and to maintain either on or off the Development refuse collection facilities to the satisfaction of the Food and Environmental Hygiene Department;
- (q) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;
- (r) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Development or any part thereof;
- (s) To provide and maintain as the Manager deems reasonably necessary security force, watchmen, porters, caretakers, closed circuit T.V. system and burglar alarms and other security measures in the Development at all times;
- (t) To maintain and operate or contract for the maintenance and operation of the communal radio or television aerials, or cable television system (if any) which serve the Development;
- (u) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or any thing in or on the Development or any part thereof which is illegal, unauthorised or which contravenes the terms herein contained or any of the provisions of the Conditions 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;
- (v) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Development necessitating professional legal advice and with authority to accept service on behalf of all the

Owners for the time being of the Lot and the Development of all legal proceedings relating to the Lot and the Development (except proceedings relating to the rights or obligations of individual Owners) and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Lot and the Development or the management thereof, and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Director of Lands or other competent authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;

- (w) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Lot and the Development in any manner in contravention of the Conditions or this Deed;
- (x) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Development of any provisions of the Conditions or this Deed;
- (y) To prevent any person detrimentally altering or injuring any part or parts of the Development or any of the Common Areas and Facilities thereof;
- (z) To prevent any person from overloading the floors of the Development or any part or parts thereof;
- (aa) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;
- (ab) To have the right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Lot and the Development as a whole or the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;

- (ac) To enter into contracts and to engage, appoint, employ, remunerate and dismiss consultants, other professional property management companies, contractors, agents or sub-managers to perform and carry out management works of the Lot and the Development or any part thereof on such terms and conditions as the Manager deems fit. For the avoidance of doubt, the Manager shall not transfer or assign its rights duties or obligations under this Deed to any such persons and such persons shall remain responsible to the Manager. The Manager shall at all times be responsible for the management and control of the whole 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 effect of taking away or reducing such responsibility;
- (ad) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants to give advice to the Manager and work on all matters related to the management of the Lot and the Development and the performance of the Manager's powers and duties hereunder and to recruit and employ such workmen, servants, watchmen, caretakers and other 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;
- (ae) To enforce the due observance and performance by the Owners of the terms and conditions of the Conditions 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;
- (af) To require all Owners or occupiers of the Units maintain the Units owned or occupied by them in a satisfactory manner;
- (ag) To post the number of the Unit whose Owner or occupant is in default or in breach of the terms and conditions of this Deed together with particulars of the default or breach on the public notice boards of the Development PROVIDED THAT this right is only exercisable after prior written notice to the defaulting

Owner if the defaulting Owner refuses or fails to remedy his default or breach after a reasonable period of time has been given to him to do so;

- (ah) Subject to the approval of Owners at an Owners' meeting, to grant or obtain such easements, quasi-easements, rights, privileges, licences, and informal arrangements in respect of the Common Areas and Facilities as it shall in its absolute discretion consider necessary to ensure the efficient management of the Lot and the Development Provided that such grant shall not contravene any provisions of the Conditions and shall not interfere with the Owners' right to hold use occupy and enjoy their Units nor impede access to their Units Provided also that any benefit thereof shall accrue to the Owners and any payment received shall be credited to the Special Fund and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises;
- (ai) Subject to the approval of Owners at an Owners' meeting, to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Lot or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities Provided that such grant shall not contravene any provisions of the Conditions and shall not interfere with the Owners' right to hold use occupy and enjoy their Units nor impede access to their Units Provided also that any benefit thereof shall accrue to the Owners and any payment received shall be credited to the Special Fund and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises;
- (aj) Subject to the approval of Owners at an Owners' meeting, to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, and other installations, fittings, chambers, and other equipment and structures within the Common Areas and Facilities of the Lot which the Manager shall in its absolute discretion deem appropriate Provided that such grant shall not contravene any provisions of the Conditions and shall not interfere with the Owners' right to hold use occupy and enjoy their Units nor impede access to their Units Provided also that any benefit thereof shall accrue to the Owners and any payment received shall be credited to the Special Fund and on behalf of the Owners to obtain a grant of similar easements and rights from owners or managers of neighbouring land;

- (ak) To deal with all enquiries, complaints, reports and correspondence relating to the Development as a whole;
- (al) Subject to the approval of Owners at an Owners' meeting, to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall reasonably think fit. Provided That such grant shall not contravene any provisions of the Conditions and shall not interfere with the Owners' right to hold use occupy and enjoy their Units nor impede access to their Units. Provided that any benefit thereof shall accrue to the Owners and any payment received shall be credited to the Special Fund and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises;
- (am) To remove any bird or animal from the Development if, in the opinion of the Manager, such bird or animal is causing a nuisance or disturbance to other Owners or occupiers of the Development or if the same has been the cause of reasonable written complaint of at least two other Owners or occupiers of any part of the Development;
- (an) 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;
- (ao) From time to time with the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed) to make, revoke or amend the House Rules as it shall deem appropriate which shall not be inconsistent with this Deed, the Building Management Ordinance (Cap. 344) or the Conditions PROVIDED THAT the Manager may make the House Rules as it shall deem appropriate before formation of the Owners' Committee;
- (ap) Subject as otherwise provided in this Deed to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed or any relevant Sub-Deed of Mutual Covenant (provided that the Manager shall not unreasonably withhold its consent or approval) and to impose conditions or additional conditions including payment of reasonable administrative fees relative thereto (such fees shall be paid into the Special Fund);

- (aq) To convene such meetings of the Owners or of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;
- (ar) To do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Development for the better enjoyment or use of the Development by its Owners occupiers and their licensees provided that any improvement to facilities or services which involves expenditure in excess of 10% of the current annual management budget shall be subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed;
- (as) Subject to the prior approval of the Owners' Committee (if formed) or of the Owners at an Owners' meeting convened under this Deed, in the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities 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 and be credited into the management funds, as the case may be;
- (at) Subject to the approval of the Owners' Committee or the Owners' Corporation, if formed, to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion think fit **PROVIDED THAT** any such easements, quasi-easements, rights, privileges and licences shall not interfere with any Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or impede or restrict the access to and from any such part of the Development and all income arising therefrom shall form part of the Special Fund and be dealt with in accordance with the provisions of this Deed;

(au) Subject to the prior approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed) :-

(i) to make rules and regulations governing the use of the Club House; and

(ii) to let, hire, lease or license all or any part of the Club House to any person for the purpose of operating the same for such period and on such conditions as the Manager shall in its discretion think fit,

Provided that all income deriving therefrom shall become part of the management funds and shall not be used other than for the purpose of the maintenance, operation, repair and improvement of the Club House and the facilities therein and that any deficit in the operation of the Club House or any part thereof shall be charged to the management funds Provided Also That the Club House shall always be for the common use and benefit of the residents of the Residential Accommodation pursuant to Special Condition No.(16) of the Conditions;

(av) (i) If the Manager thinks so desirable, to provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas and Facilities as it may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. In such event, the Manager shall ensure that the waste separation and recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the waste separation and recovery facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall also maintain the waste separation and recovery facilities so provided in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development;

(ii) To organize any activities as the Manager may consider appropriate to promote the environmental awareness of the Owners and occupiers of the Development and to encourage them to participate in such activities with a view to improving the environmental conditions of the Development;

- (iii) Subject to the provisions of this Deed, to make House Rules to require the Owners and occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes;
- (aw) To take all steps necessary or expedient for complying with the Conditions and any Government requirements concerning the Development or any part thereof;
- (ax) To engage qualified personnel to inspect or carry out a structural survey of the Development or any part thereof including the drains and channels within or outside the Lot serving the Development as and when the Manager deems necessary or desirable;
- (ay) To maintain all areas, open spaces and other facilities as are required to be maintained under the provisions of the Conditions;
- (az) To engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition the Slope Structures as required by the Conditions, and where applicable, in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the maintenance manual for the Slope Structures and with such other guidelines issued from time to time by appropriate Government departments regarding the maintenance of slopes, retaining walls and related structures and to carry out any necessary works in relation thereto and to collect from the Owners in proportion to the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) allocated to their parts of the Lot and the Development such additional sums (in case of insufficient management funds) from time to time to cover all costs lawfully incurred or to be incurred in carrying out such maintenance and repair Provided that the Manager (which for this purpose shall include the Owners' Corporation, if formed) shall not be personally liable for carrying out such maintenance and repair works (which shall remain the responsibility of the Owners) if, having used all reasonable endeavours, the Manager has not been able to collect all costs so incurred or to be incurred from all Owners;
- (ba) To enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the terms and conditions of this Deed, any relevant Sub-

Deed of Mutual Covenant and the House Rules made hereunder, and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof;

- (bb) To enter into contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services for the Development PROVIDED THAT such contracts to be entered into by the Manager shall be subject to the following conditions:-
 - (i) the term of the contract shall not exceed 3 years;
 - (ii) 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
 - (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service;
- (bc) To provide and maintain, as the Manager deems appropriate, a suitable CCTV imaging device for conducting inspection of concealed drainage pipes of the Development and to arrange trained personnel to operate the device, or to enter into contracts with service provider for conducting inspection of concealed drainage pipes by suitable CCTV imaging device;
- (bd) To conduct regular inspection of the pipework of the Development on specified intervals as proposed by the Authorized Person and to alert any signs of water leakage and pipe joints or pipe brackets condition;
- (be) To permit free personnel and vehicular access with or without plants, equipment or materials by the servants, agents, contractors or employees of the electricity supply utility company to the transformer rooms of the Development at all times;

- (bf) To maintain the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director of Lands pursuant to Special Condition No.(8)(d) of the Conditions;
- (bg) To upkeep, maintain, repair and manage the Common EV Facilities in good repair and operational conditions to the satisfaction of the Director of Electrical and Mechanical Services;
- (bh) To determine at the Manager's discretion the type of the electric vehicle charger permitted to be used by the occupier and Owner of a Parking Space;
- (bi) To maintain the noise mitigation measures implemented in the Development in accordance with the noise impact assessment to the satisfaction of the Government authorities;
- (bj) To maintain the air-quality mitigation measures in the Development in accordance with the air-quality impact assessment to the satisfaction of the Government authorities pursuant to the planning conditions;
- (bk) To maintain the mitigation measures implemented in the Development in accordance with the sewerage impact assessment to the satisfaction of the Government authorities pursuant to the planning conditions;
- (bl) To require the Owners of Residential Units with the relevant part of the Noise Mitigation Measures to maintain, replace or repair the relevant part of the Noise Mitigation Measures and to appoint contractors for carrying out the maintenance, replacement and repair by using those materials as approved by the Manager;
- (bm) To permit CLP Power Hong Kong Limited ("CLP") to use the Transformer Room Facilities at no cost to CLP to house its transformer(s) and any ancillary equipment and facilities for the purposes of servicing the Lot and the Development and the Manager shall be responsible for the repair, maintenance and reinstatement of the Transformer Room Facilities throughout the term of the Conditions for and on behalf of the Owners;
- (bn) To assist the Owners of Residential Units to (i) carry out annual maintenance of the fire service installations within his Residential Units; (ii) procure the

registered fire service installation contractor(s) to submit the maintenance certificate to the Fire Services Department; and (iii) display a copy of FS251 for annual maintenance of such fire service installations at a prominent location of the Development; and

- (bo) To do all such other things as are reasonably incidental to the management of the Lot and the Development.

38. Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have power:-

- (a) To ban vehicles or any particular category of vehicles from the Lot or any particular parts thereof either generally or during certain hours of the day or night PROVIDED ALWAYS that the right of the Owners of the Parking Spaces to the proper use and enjoyment of such Parking Spaces in accordance with the provisions of the Conditions and these presents shall not be affected;
- (b) To remove and impound any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause any obstruction or which owner has defaulted in paying parking fees (if any) and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the owner thereof; and
- (c) To impose charges for any such removal and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees.

39. Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have power :-

- (a) To charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris (if any) provided that any portion of such charges not used shall be paid into the Special Fund;
- (b) To charge the Owners for all costs and consultants' fees incurred in approving their fitting out, decoration or construction plans submitted for approval by the Manager in accordance with the provisions of this Deed and House Rules;

- (c) To charge the Owners for the use of water supplied otherwise than through the individual meters of the Owners at such rates as are from time to time determined by the Manager provided such charges shall be paid into the management funds;
- (d) Subject to Clause 37(ao), from time to time to make rules and regulations governing the supply and use of fresh and sea water to all parts of the Development, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by the Government;
- (e) To enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) upon all and any parts of the Development including any Unit necessary for the purpose of replacing, repairing and maintaining any of the fresh or sea water mains and pipes serving any part of the Lot whether or not the same belong exclusively to any Unit Provided that (i) the Manager shall ensure that the least disturbance is caused and shall at his own costs and expenses repair any damage so caused and shall be liable for his or his employees', agents' or contractors' negligent, wilful or criminal acts and (ii) the Manager's power is only exercisable in relation to any water mains and pipes exclusively serving any Unit if such replacement, repair or maintenance is necessary for the purpose of abating any hazard or nuisance which are affecting or likely to affect the Common Areas and Facilities of the Development or any part thereof;
- (f) To enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) into all or any parts of the Development including any Unit for the purpose of inspecting the toilets and to replace or repair any part or parts of a toilet which shall leak provided that the Manager shall ensure that such inspection shall cause the least disturbance and shall at his own costs and expenses repair any damage so caused unless the same is due to the default of the Owner of such toilet and shall be liable for his or his employees' or contractors' negligent, wilful or criminal acts;
- (g) To manage, repair, upkeep, maintain and to keep well-lighted the Common Areas and Facilities and to manage and maintain such other areas or drains and

channels whether within or outside the Lot that are required to be maintained under the Conditions;

- (h) Subject to the approval of the Owners' Committee (if already formed) or the Owners' Corporation (if formed), to charge a prescribed fee for entry into and/or use of the Recreational Areas and Facilities or any part thereof provided that all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities; and
 - (i) Subject to the prior approval of the Owners' Committee (if already formed) or the Owners' Corporation (if formed), to charge a prescribed fee for use of the Residential Visitors' Parking Spaces, the Residential Accessible Car Parking Space or the Residential Loading and Unloading Spaces or any part thereof provided that all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities.
40. (a) The Manager shall have power to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into all parts of the Development including all parts of any Unit for the purposes of effecting necessary repair, replacement, maintenance and cleaning to any part or parts of the Development or the Common Areas and Facilities or for the exercise and carrying out of any of its powers under the provisions of this Deed or any relevant Sub-Deed of Mutual Covenant Provided That the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby at its own costs and expense and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights.
- (b) In respect of any roof, flat roof or garden forming part of a Residential Unit, the Manager shall have the right at all reasonable times on giving prior reasonable notice (except in the case of emergency) to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the roof, flat roof or garden or the parapet walls of the roof, flat roof or garden as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management (collectively referred

to in this Deed as the "**gondola**" which expression shall include all jibs, brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities provided that the use and enjoyment by the Owner of his own Residential Unit shall not be adversely affected or prejudiced thereby provided also that the Manager shall ensure that the least disturbance is caused and shall at his own costs and expenses repair any damage so caused and shall be liable for his or his employees', agents' or contractors' negligent, wilful or criminal acts .

41. The Common Areas and Facilities shall be managed by the Manager who is hereby appointed to act as agent for and on behalf of all Owners duly authorised in accordance with the provisions of this Deed and any relevant Sub-Deed of Mutual Covenant in respect of any matter concerning the Common Areas and Facilities.

42. All acts and decisions of the Manager reasonably arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.

43. (a) Subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), the Manager shall have power from time to time to make, revoke and amend House Rules regulating the use, occupation, maintenance and environmental control of the Lot and the Development, the Common Areas and Facilities, protection of the environment of the Development and implementation of noise abatement, waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such House Rules shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the House Rules from time to time in force shall be deposited in the management office of the Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges.

- (b) Such House Rules shall be supplementary to the terms and conditions contained in this Deed and must not in any way conflict with such terms and conditions. In case of inconsistency between such House Rules and the terms and conditions of this Deed the terms and conditions of this Deed shall prevail. The House Rules and any amendments thereto must not be inconsistent with or contravene the Building Management Ordinance or the Conditions.
- (c) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from any non-enforcement of such House Rules or non-observance thereof by any third party.

44. The Manager shall consult (either generally or in any particular case) the Owners' Corporation (if formed) at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Lot and the Development.

SECTION IV
Exclusions And Indemnities

45. 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 or purported pursuance of the provisions of this Deed or any relevant Sub-Deed of Mutual Covenant not being an act or omission involving criminal liability, dishonesty or negligence and the Owners shall fully and effectually indemnify the Manager, its employees, agents or contractors from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any such act, deed, matter or thing done or omitted as aforesaid not being an act or omission involving criminal liability, dishonesty or negligence and all costs and expenses in connection therewith. 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

- (a) any defect in or failure or breakdown of any of the Common Areas and Facilities, or
- (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development, or
- (c) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Development, or
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin, or
- (e) 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 contribution or any other charges payable under this Deed or any relevant Sub-Deed of Mutual Covenant or any part thereof shall not be abated or cease to be payable on account thereof.

46. 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 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.

47. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers 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 these presents 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 these presents 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.

SECTION V
Owners' Committee

48. As soon as practicable but not later than nine (9) months from the date of this Deed, the Manager shall convene a meeting of the Owners (and to call further and subsequent meetings if required) to establish an Owners' Committee and appoint a chairman thereof or to appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance (Cap.344). The Owners' Committee shall consist of not fewer than seven (7) members and not more than nine (9) members or such number of members as the Owners may decide from time to time by resolution at a meeting of the Owners, provided that:-

- (i) not more than 4 members shall be elected from the Owners of Flats in the Residential Towers;
- (ii) not more than 2 members shall be elected from the Owners of Low-Rise 1 Units and Low-Rise 2 Units;
- (iii) not more than 1 member shall be elected from the Owner of the Commercial Accommodation to represent them in the Owners' Committee; and
- (iv) not more than 2 members shall be elected from the Owners of the Residential Car Parking Space and the Residential Motor Cycle Parking Spaces to represent them in the Owners' Committee.

Notwithstanding anything contained to the contrary in this clause, if no member shall be elected from the Owner(s) of the Commercial Accommodation pursuant to sub-clause (iii), the Owners' Committee consisting of members elected pursuant to sub-clauses (i), (ii) and (iv) shall still be validly formed.

49. The functions of the Owners' Committee shall include the following :-

- (a) to represent the Owners in all dealings with the Manager;
- (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;

- (c) the reviewing of the annual budget and revised annual budget prepared by the Manager;
- (d) the approval of the Club Rules and the House Rules made from time to time by the Manager;
- (e) to elect a manager to take the place of the Manager in accordance with the provisions of Clause 11 hereof; and
- (f) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of these presents.

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

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

51. A member of the Owners' Committee and the chairmen appointed pursuant to Clause 48 hereof shall retire from office at every alternate annual meeting following his appointment but shall be eligible for re-election but subject to this he shall hold office until :-

- (a) he resigns by notice in writing to the Owners' Committee; or
- (b) he ceases to be eligible or is not re-elected at the meeting of Owners at which he stands for re-election; or
- (c) he becomes bankrupt or insolvent or enters into a composition with his creditors or is convicted of a criminal offence other than a summary offence not involving his honesty or integrity; or
- (d) he becomes incapacitated by physical or mental illness or death; or
- (e) he is removed from office by resolution of a duly convened meeting of Owners.

In any of the events provided for in sub-clauses (a), (c) or (d) of this Clause the Manager shall convene a meeting of the Owners to fill the casual vacancy thereby created.

52. A meeting of the Owners' Committee may be convened at any time by the chairman or any two members of the Owners' Committee PROVIDED THAT one such meeting to be known as the annual meeting shall be held not earlier than 12 months, and not later than 15 months, after the date of the first or previous annual meeting, commencing with the year following the date of this Deed for the purpose of transacting other business of which due notice is given in the notice convening the meeting.

53. 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. Such notice of meeting 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. Such notice of meeting may be given:-

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

54. 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. No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Owners' Committee, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members of the Owners' Committee present shall be a quorum.

55. 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.

56. The Manager shall act as the secretary to the Owners' Committee and shall cause a record of the persons present at the meetings of the Owners' Committee and the proceedings thereof to be kept.

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

- (a) (i) All resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners but no such resolution shall be valid if it concerns any other matter not being the subjects contained in the notice convening the meeting or if it is contrary to the provisions of this Deed or any Sub-Deed of Mutual Covenant;
 - (ii) A resolution put to the vote of the meeting shall be decided on a show of hands only;
 - (iii) At a meeting of the Owners' Committee, each member present shall have one vote on a resolution put to the vote of the meeting or on a question before the Owners' Committee and if there is an equality of votes the chairman shall have, in addition to a deliberative vote, a casting vote.
- (b) The procedure at meetings of the Owners' Committee shall be as is determined by the Owners' Committee.

58. The Owners' Committee and the members thereof shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed 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 the Owners shall fully and effectually indemnify the Owners' Committee from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any act, deeds, matter or thing done or omitted as aforesaid which does not involve criminal liability, dishonesty or negligence on the part of the Owners' Committee or the members thereof and all costs and expenses in connection therewith.

59. 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.

60. (a) The Owners' Committee shall cause to be kept records and minutes of :-

(i) the appointment and vacation of appointments of all its members and all changes therein;

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

(iii) the members present at all meetings.

(b) Such records and minutes shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given and such Owner shall also be entitled to extracts thereof on paying reasonable charges therefor.

61. Nothing herein contained shall prevent the Owners' Committee from forming sub-committees for the recreation and welfare of the residents of the Residential Accommodation or to co-opt any person eligible under Clause 50 who are not members of the Owners' Committee to serve on such sub-committees.

SECTION VI
Meeting Of Owners

62. From time to time as occasion may require there shall be meetings of the Owners for the time being of the Undivided Shares to discuss and decide matters concerning the Development and in regard to such meetings the following provisions shall apply :-

- (a) A meeting of Owners may be convened by :-
 - (i) the Owners' Committee;
 - (ii) the Manager; or
 - (iii) an Owner appointed to convene such a meeting by the Owners of not less than 5% of the Undivided Shares in aggregate.
- (b) The person convening the meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall 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) The notice of meeting referred to in sub-clause (b) above may be given -
 - (i) by delivering it personally to the Owner;
 - (ii) by sending it by post to the Owner at his last known address; or
 - (iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
- (d) The quorum at a meeting of Owners shall be 10% of the Owners. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. For the purposes of this sub-clause, the reference in this sub-clause to "10% of the Owners" shall :-

- (i) 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 Lot and the Development are divided; and
 - (ii) not be construed as the Owners of 10% of the Undivided Shares in aggregate.
- (e) A meeting of Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under Clause 62(a)(ii) or (iii) above, the person convening the meeting.
- (f) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (g) At a meeting of Owners :-
 - (i) an Owner shall have one vote in respect of each Undivided Share he owns;
 - (ii) an Owner may cast a vote personally or by proxy;
 - (iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast -
 - (1) by a proxy jointly appointed by the co-Owners;
 - (2) by a person appointed by the co-Owners from amongst themselves; or
 - (3) if no appointment is made under sub-sub-clause (1) or (2), either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
 - (iv) 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

- (v) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (h) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, and
 - (1) shall be signed by the Owner; or
 - (2) 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.
- (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under Clause 62(a)(ii) or (iii) above, the person convening the meeting at least 48 hours before the time for the holding of the meeting.
- (iii) 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.
- (i) The procedure at a meeting of Owners shall be as is determined by the Owners.
- (j) 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 of the Development Provided as follows :-
 - (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
 - (ii) No resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid.

- (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed or any Sub-Deed of Mutual Covenant.
- (iv) A resolution may be passed as to the manner in which the powers hereby conferred on the Manager are to be exercised or carried out but no such resolution shall be valid to the extent that it purports to take away or abrogate or prevent the exercise of any of the powers of the Manager.
- (v) A resolution may be passed to dismiss the Manager by giving the Manager not less than three (3) months' notice in writing or in lieu of such notice, with an agreement to be made with the Manager for the payment to the Manager of a sum equal to the amount of remuneration which would have accrued to him during that period, but no such resolution shall be valid unless such resolution is passed by the Owners of not less than 50% of the total number of Undivided Shares in the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities).
- (vi) For the purposes of the immediately preceding sub-clause (j)(v) :-
 - (1) only the Owners of Undivided Shares who pay or who are liable to pay the management contribution relating to those Undivided Shares shall be entitled to vote; and
 - (2) the reference in the said sub-clause (j)(v) to "the Owners of not less than 50% of the total number of Undivided Shares" shall be construed as a reference to the Owners of not less than 50% of the total number of Undivided Shares who are entitled to vote.
- (vii) No resolution concerning the use operation management or maintenance of or otherwise affecting Residential Tower Common Areas and Facilities shall be valid unless such resolution is passed with the affirmative vote in favour of the resolution by Owners of not less than 50% of the total number of Undivided Shares allocated to the Flats in the Residential Towers and any resolution on any matter concerning the Residential Tower Common Areas and Facilities shall be decided by the Owners of

the Flats in the Residential Towers and any resolution on such matter passed at a duly convened meeting by a majority of votes of the Owners of the Flats in the Residential Towers present in person or by proxy and voting shall be binding on the Owners of the Flats in the Residential Towers.

- (viii) No resolution concerning the use operation management or maintenance of or otherwise affecting Low-Rise 1 Common Areas and Facilities shall be valid unless such resolution is passed with the affirmative vote in favour of the resolution by Owners of not less than 50% of the total number of Undivided Shares allocated to the Low-Rise 1 Units and any resolution on any matter concerning the Low-Rise 1 Common Areas and Facilities shall be decided by the Owners of the Low-Rise 1 Units and any resolution on such matter passed at a duly convened meeting by a majority of votes of the Owners of the Low-Rise 1 Units present in person or by proxy and voting shall be binding on the Owners of the Low-Rise 1 Units.
- (ix) No resolution concerning the use operation management or maintenance of or otherwise affecting Low-Rise 2 Common Areas and Facilities shall be valid unless such resolution is passed with the affirmative vote in favour of the resolution by Owners of not less than 50% of the total number of Undivided Shares allocated to the Low-Rise 2 Units and any resolution on any matter concerning the Low-Rise 2 Common Areas and Facilities shall be decided by the Owners of the Low-Rise 2 Units and any resolution on such matter passed at a duly convened meeting by a majority of votes of the Owners of the Low-Rise 2 Units present in person or by proxy and voting shall be binding on the Owners of the Low-Rise 2 Units.
- (x) No resolution concerning the use operation management or maintenance of or otherwise affecting Residential Common Areas and Facilities shall be valid unless such resolution is passed with the affirmative vote in favour of the resolution by Owners of not less than 50% of the total number of Undivided Shares allocated to the Residential Units and any resolution on any matter concerning the Residential Common Areas and Facilities shall be decided by the Owners of the Residential Units and any resolution on such matter passed at a duly convened meeting by a

majority of votes of the Owners of the Residential Units present in person or by proxy and voting shall be binding on the Owners of the Residential Units.

- (xi) No resolution concerning the use operation management or maintenance of or otherwise affecting Residential Car Park Common Areas and Facilities shall be valid unless such resolution is passed with the affirmative vote in favour of the resolution by Owners of not less than 50% of the total number of Undivided Shares allocated to the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces and any resolution on any matter concerning the Residential Car Park Common Areas and Facilities shall be decided by the Owners of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces and any resolution on such matter passed at a duly convened meeting by a majority of votes of the Owners of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces present in person or by proxy and voting shall be binding on the Owners of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces.

- (k) Notwithstanding the provisions of Clauses 58(a)(i) and 62(j) above, no resolution in respect of any of the matters hereinafter referred to shall be valid unless such resolution is passed by the Owners of not less than seventy-five per cent (75%) of the total number of Undivided Shares in the Development namely :-
 - (i) Upon the expiration of the said term of years to which the Owners are entitled under and by virtue of the Conditions or in the event of the Government taking any action by way of earlier re-entry thereunder in such circumstances that the Owners for the time being may be entitled to a renewal or extension or re-grant thereof or to a new lease term upon such terms and conditions as the Government shall offer, whether and in what manner to pay any premium, rent or other charges and expenses payable in respect thereof and generally any other matter relating to the continuance or renewal of the Conditions as aforesaid.
 - (ii) A resolution to rebuild or redevelop the Development otherwise than in accordance with Clause 63 of this Deed.

- (l) Without affecting the provisions herein contained requiring certain matters to be decided only by resolutions passed by the Owners holding not less than seventy-five per cent (75%) of the total number of Undivided Shares in the Development, a resolution in writing signed by Owners who in the aggregate have vested in them for the time being more than one half of the total number of Undivided Shares in the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.

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

- (n) For the avoidance of doubt and notwithstanding anything to the contrary abovementioned, the person in whom the Undivided Shares allocated to the Common Areas and Facilities are vested as trustee for all the Owners shall have no voting right in respect of such Undivided Shares in any meeting whether under this Deed, the Building Management Ordinance (Cap.344) or otherwise and such Undivided Shares shall not be taken into account in determining the quorum of any meetings or for determining the total number of Undivided Shares in the Development referred to in this Section VI and such Undivided Shares shall not carry any liability to pay charges under this Deed or any Sub-Deed of Mutual Covenant.

SECTION VII
Extinguishment Of Rights

63. In the event of the whole or any part of the Development being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render a substantial part of the same unfit for habitation or use or occupation, (a) the Owners' Committee (b) the Manager or (c) the Owners of the Development holding not less than 75% of the Undivided Shares allocated to that damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall convene a meeting of the Owners in whom the right to exclusive use, occupation and enjoyment of such part of the Development and such meeting may resolve by a seventy-five per cent (75%) majority of the Owners present in person or by proxy holding not less than seventy-five per cent (75%) of the total Undivided Shares of such damaged part (excluding the Undivided Shares allocated to the Common Areas and Facilities) and voting that by reason of insufficiency of insurance money or changes in building law or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild such part of the Development then in such event the Undivided Shares in the Lot representing such part of the Development shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such former Owners. All insurance money received in respect of any policy of insurance on such part of the Development shall likewise be distributed amongst such former Owners. In such event all the rights, privileges, obligations and covenants of such former Owners under this Deed shall be extinguished so far as the same relate to such former Owners of the relevant part of the Development. PROVIDED ALWAYS THAT if it is resolved to reinstate or rebuild such part of the Development the Owners of such part of the Development shall pay the excess of the cost of reinstatement or rebuilding of the relevant part of the Development damaged as aforesaid over and above the proceeds recoverable from the insurance of such part of the Development in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the relevant part of the Development and be recoverable as a civil debt. The resolution is to be binding upon all the Owners of the damaged part(s).

64. The following provisions shall apply to a meeting convened as provided in Clause 63 hereof :-

- (a) The person convening such meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify:
 - (i) the date, time and place of the meeting; and
 - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (b) The notice of meeting referred to in Clause 64(a) shall be posted on the public notice boards of or a prominent place in the Development and if possible, may be given :
 - (i) by delivering it personally to the Owner;
 - (ii) by sending it by post to the Owner at his last known address; or
 - (iii) by leaving at the Owner's Unit or depositing it in the letter box for that Unit.
- (c) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five per cent (75%) of the total number of Undivided Shares of the part of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) so affected in question shall be a quorum.
- (d) If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same time and day in the next week at the same place, and if at such adjourned meeting a quorum be not present the Owners present shall be deemed to constitute a quorum.
- (e) The Chairman of the Owners' Committee or, if the meeting is convened under sub-clause (b) or (c) in Clause 64 above, the person convening such meeting shall be the chairman of the meeting.
- (f) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof.

- (g) At such meeting of the Owners :
- (i) an Owner shall have one vote in respect of each Undivided Share he owns;
 - (ii) an Owner may cast a vote personally or by proxy;
 - (iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of that Undivided Share may be cast :
 - (1) by a proxy jointly appointed by the co-Owners;
 - (2) by a person appointed by the co-Owners from among themselves;
or
 - (3) if no appointment is made under sub-paragraph (1) or (2), either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners.
 - (iv) 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 Register shall be treated as valid; and
 - (v) if there is an equality of votes, the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (h) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance (Cap.344), and
- (1) shall be signed by the Owner; or
 - (2) 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.

- (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under sub-clause (b) or (c) in Clause 64 above, the person convening the meeting at least 48 hours before the time for the holding of the meeting.
 - (iii) 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 that meeting.
- (i) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of votes of such Owners present in person or by proxy and voting in proportion to the number of Undivided Shares in the relevant part of the Development so affected in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) held at such meeting shall be binding on all the Owners of the Development or (as the case may be) the relevant part of the Development **PROVIDED** as follows:-
- (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed or any relevant Sub-Deed of Mutual Covenant.
- (j) A resolution in writing signed by Owners who in the aggregate have vested in them for the time being not less than seventy-five per cent (75%) of the Undivided Shares allocated to the part of the Development so affected in question (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.
- (k) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the meeting or any resolution passed thereat.

SECTION VIII
Miscellaneous Provisions

65. Nothing contained in this Deed shall prejudice the operation of the Building Management Ordinance (Cap. 344), any regulations made thereunder and any amending legislation.

66. Each Owner shall on ceasing to be the Owner of any Undivided Share and the Unit enjoyed therewith notify the Manager of such cessation and of the name and address of the new Owner within one (1) month from the date of the relevant assignment and such Owner shall remain liable for all such sums and for the observance and performance of such terms and conditions up to the date on which he ceases to be the Owner.

67. Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be the Owner of any Undivided Share, be liable for any debt liability or obligation under the covenants, terms and conditions of this Deed or any relevant Sub-Deed of Mutual Covenant in respect of such Undivided Share and the Unit held therewith save and except in respect of any breach, non-observance or non-performance by such person of any such covenant or term and condition prior to his ceasing to be the Owner thereof.

68. All notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED HOWEVER THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known address. 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.

69. 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. Each Owner who is not an occupier in the Development 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.

70. No provisions in this Deed shall conflict with or be in breach of the Conditions and each Owner (including the First Owner) shall comply with the conditions of the Conditions in

so far as he remains and as one of the Owners for the time being of the Lot and the Manager shall comply with the terms and conditions of the Conditions so long as it is the manager of the Development. If any provision contained in this Deed conflicts with the Conditions, the Conditions shall prevail.

71. The First Owner shall at his own cost provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and the Chinese translation in the management office of the Development within one (1) month after the date hereof for inspection by all Owners free of costs and for taking of copies by the Owners at their expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund. In the event of any dispute as to the effect or construction of the Chinese translation and the English version of this Deed, the English version shall prevail.

72. A copy of plans showing the Common Areas and Facilities certified as to their accuracy by or on behalf of the Authorised Person are annexed to this Deed and shall be prepared by the First Owner and kept at the management office of the Development and shall be available for inspection by the Owners free of costs and charge during normal office hours.

73. At any time after the formation and during the existence of an Owners' Corporation under the Building Management Ordinance (Cap. 344), the general meeting of the Owners' Corporation shall take the place of the meeting of Owners hereunder, and the management committee of the Owners' Corporation shall take the place of the Owners' Committee hereunder.

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

- (i) As-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
- (ii) All warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
- (iii) Recommended maintenance strategy and procedures;

- (iv) A lists of items of the Works and Installations requiring routine maintenance;
 - (v) Recommended frequency of routine maintenance inspection;
 - (vi) Checklist and typical inspection record sheets for routine maintenance inspection;
 - (vii) Recommended maintenance cycle of the Works and Installations.
- (b) Within one (1) month after the execution of this Deed, the First Owner shall deposit a full copy of the first Maintenance Manual for the Works and Installations in the management office of the Development for inspection by the Owners free of charge and any Owner or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the Special Fund.
- (c) (i) The Manager shall on behalf of and at the cost and expense of the Owners inspect, maintain and carry out all necessary works for the Common Areas and Facilities including those part or parts of the Works and Installations forming part of the Common Areas and Facilities.
- (ii) The Owners shall at their own costs and expense inspect, maintain and carry out all necessary works for the maintenance of the Development and the Units including those part or parts of the Works and Installations forming part of their Units.
- (d) The Owners may, by a majority resolutions passed at an Owners' meeting convened under this Deed, make, amend, revise and revoke the schedule of Works and Installations and the Maintenance Manual for the Works and Installations or any part thereof as the Owners shall deem fit, in which event the Manager shall procure the revised schedule of Works and Installations and the revised Maintenance Manual for the Works and Installations or any amendments thereto from a qualified professional or consultant within such time as may be prescribed by the said Owners' resolutions. All costs and expenses of and incidental to the preparation of the revised schedule of Works and Installations

and the revised Maintenance Manual for the Works and Installations or any subsequent amendments thereto shall be borne by the Owners and paid out of the Special Fund.

- (e) The Manager shall deposit the revised Maintenance Manual for the Works and Installations and any subsequent amendments thereto in the management office of the Development within one (1) month after the date of its preparation for inspection by the Owners free of charge and any Owner or his duly authorized representative shall be entitled to a copy thereof upon payment of a reasonable charge to cover the cost of copying the same Provided That all charges received therefrom shall be credited into the Special Fund.

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

76. No provisions contained in this Deed shall operate to or be construed to prohibit, prevent, hinder or prejudice the establishment or operation of residential care home (“RCHE”) as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulations made thereunder and any amending legislation or residential care home for PWDs (“RCHD”) as defined in the Residential Care Homes (Persons with Disabilities) Ordinance, any regulations made thereunder and any amending legislation, or the use of the Lot or the Development or any part thereof for the purpose of RCHE or RCHD.

77. The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the Lot and the Development and to the Undivided Share or Shares held therewith.

THE FIRST SCHEDULE ABOVE REFERRED TO
Allocation of Undivided Shares

1. Phase 1

No. of Undivided
Shares _____

**(A) Residential Units
Flats in Residential Towers and
Flats and Residential Houses in Low-Rise 1 and Low-Rise 2**

601,243

Tower 1

| Undivided Shares for each Flat | Flat | A | B | SUB- TOTAL |
|-----------------------------------|------|-------------------|-------------------|-----------------------|
| Floor | | | | |
| 2/F-3/F & 5/F-6/F (4 storeys) | | 3739 (Note 1) | 2514 (Note 1) | 6,253 x 4 = 25,012 |
| 7/F | | 3746 (Note 1) | 2514 (Note 1) | 6,260 |
| 8/F | | 3759 (Note 1) | 2514 (Note 1) | 6,273 |
| 9/F | | 3780 (Note 1) | 2514 (Note 1) | 6,294 |
| 10/F | | 3806 (Note 1) | 2514 (Note 1) | 6,320 |
| 11/F | | 3832 (Note 1) | 2514 (Note 1) | 6,346 |
| 12/F | | 3858 (Note 1) | 2514 (Note 1) | 6,372 |
| 15/F | | 3885 (Note 1) | 2514 (Note 1) | 6,399 |
| 16/F | | 3908 (Note 1) | 2514 (Note 1) | 6,422 |
| 17/F | | 3923 (Note 1) | 2514 (Note 1) | 6,437 |
| 18/F | | 3932 (Note 1) | 2514 (Note 1) | 6,446 |
| 19/F | | 3927 (Note 1) | 2514 (Note 1) | 6,441 |
| 20/F | | 3914 (Note 1) | 2514 (Note 1) | 6,428 |
| 21/F | | 3893 (Note 1) | 2514 (Note 1) | 6,407 |
| 22/F | | 3862 (Note 10) | 2514 (Note 1) | 6,376 |
| 23/F | | 3828 (Note 1) | 2514 (Note 1) | 6,342 |
| 25/F | | 3764 (Note 1) | 2514 (Note 14) | 6,278 |

| | | | |
|---|-------------|------------------|-----------------------|
| Undivided Shares for each Flat | Flat | Victoria Manor | SUB- TOTAL |
| Floor | | | |
| 26/F | | 4987 (Note 2) | 4,987 |
| Undivided Shares for each Flat | Flat | Victoria Skyplex | SUB- TOTAL |
| Floor | | | |
| 27/F-28/F | | 6975 (Note 3) | 6,975 |
| TOTAL | | | 138,815 |

Tower 2

| | | | | | | |
|---------------------------------------|---|------------------|-----------------|-----------------|------------------|------------------------|
| Undivided Shares for each Flat | Flat | A | B | C | D | SUB-TOTAL |
| Floor | | | | | | |
| | 2/F-3/F, 5/F-12/F & 15/F-19/F (15 storeys) | 1952 (Note 1) | 940 (Note 1) | 976 (Note 1) | 1394 (Note 1) | 5,262 x 15 = 78,930 |
| Undivided Shares for each Flat | Flat | A | | B | | SUB-TOTAL |
| Floor | | | | | | |
| | 20/F | 1952 (Note 1) | | 954 (Note 1) | | 2,906 |
| | 21/F | 1952 (Note 1) | | 957 (Note 1) | | 2,909 |
| Undivided Shares for each Flat | Flat | Sky Manor | | | | SUB-TOTAL |
| Floor | | | | | | |
| | 20/F | 1962 (Note 7) | | | | 1,962 |
| Undivided Shares for each Flat | Flat | A | | B | | SUB-TOTAL |
| Floor | | | | | | |
| | 22/F-23/F & 25/F (3 storeys) | 1952 (Note 1) | | 957 (Note 1) | | 2,909 x 3 = 8,727 |
| | 26/F | 1952 (Note 1) | | 966 (Note 1) | | 2,918 |
| TOTAL | | | | | | 98,352 |

Tower 3

| Undivided Shares for each Flat | Flat | A | B | SUB-TOTAL |
|--|-------------|-------------------|-------------------|------------------------|
| Floor | | | | |
| 2/F-3/F, 5/F-12/F, 15/F-23/F & 25/F-26/F (21 storeys) | | 1995 (Note 1) | 1954 (Note 10) | 3,949 x 21 = 82,929 |
| Undivided Shares for each Flat | Flat | Sky Manor | | SUB-TOTAL |
| Floor | | | | |
| 27/F | | 4155 (Note 5) | | 4,155 |
| Undivided Shares for each Flat | Flat | Skyplex | | SUB-TOTAL |
| Floor | | | | |
| 28/F | | 4194 (Note 11) | | 4,194 |
| TOTAL | | | | 91,278 |

Tower 5

| Undivided Shares for each Flat | Flat | A | B | SUB-TOTAL |
|--|-------------|------------------|------------------|-------------------------|
| Floor | | | | |
| 2/F-3/F, 5/F-12/F, 15/F-23/F & 25/F-26/F (21 storeys) | | 2494 (Note 1) | 2430 (Note 1) | 4,924 x 21 = 103,404 |
| Undivided Shares for each Flat | Flat | Skyplex | | SUB-TOTAL |
| Floor | | | | |
| 27/F-28/F | | 6142 (Note 4) | | 6,142 |
| TOTAL | | | | 109,546 |

Tower 6

| | | | | |
|--|-------------|------------------|------------------|-------------------------|
| Undivided Shares for each Flat | Flat | A | B | SUB-TOTAL |
| Floor | | | | |
| 2/F-3/F, 5/F-12/F, 15/F-23/F & 25/F-26/F (21 storeys) | | 2494 (Note 1) | 2445 (Note 1) | 4,939 x 21 = 103,719 |
| Undivided Shares for each Flat | Flat | Skyplex | | SUB-TOTAL |
| Floor | | | | |
| 27/F-28/F | | 6229 (Note 4) | | 6,229 |
| TOTAL | | | | 109,948 |

Mansion 1

| | | | |
|--|------------------------------|-------------------|-----------------------|
| Undivided Shares for each Residential House | Residential House | Victoria House | SUB- TOTAL |
| Floor | | | |
| B1/F, G/F, 1/F, 2/F&3/F | | 8495 (Note 13) | 8,495 |
| Undivided Shares for each Flat | Flat | Sky Manor | SUB- TOTAL |
| Floor | | | |
| 2/F-3/F | | 5840 (Note 12) | 5,840 |
| Undivided Shares for each Flat | Flat | Skyplex | SUB- TOTAL |
| Floor | | | |
| 5/F-6/F | | 4788 (Note 3) | 4,788 |
| TOTAL | | | 19,123 |

Mansion 2

| | | | | | |
|--|--------------------------|----------------------|------------------|-------------------|------------------|
| Undivided Shares for each Residential House | Residential House | Harbour House | | | SUB-TOTAL |
| Floor | | | | | |
| B1/F, G/F, 1/F, 2/F&3/F | | 8901 (Note 13) | | | 8,901 |
| Undivided Shares for each Flat | Flat | Manor A | Manor B | Manor C | SUB-TOTAL |
| Floor | | | | | |
| 2/F-3/F | | 2979 (Note 6) | 3679 (Note 6) | 3509 (Note 8) | 10,167 |
| Undivided Shares for each Flat | Flat | Manor A | Manor B | Manor C | SUB-TOTAL |
| Floor | | | | | |
| 5/F-6/F | | 2979 (Note 6) | 3718 (Note 8) | 3888 (Note 15) | 10,585 |
| Undivided Shares for each Flat | Flat | Skyplex | | | SUB-TOTAL |
| Floor | | | | | |
| 7/F | | 4528 (Note 9) | | | 4,528 |
| TOTAL | | | | | 34,181 |

| | |
|--|------------------|
| (B) Commercial Accommodation | 68,177 |
| including commercial areas, 8 Commercial Car Parking Spaces, 2 Commercial Motor Cycle Parking Spaces, 3 Commercial Accessible Car Parking Spaces, 3 Commercial Loading and Unloading Spaces, the Pedestrian Walkway, the Footbridge Link, the Lift and Escalators, the Pink Circled Black Area and the Public Passage Area | |
| (C) Residential Car Parking Spaces | 6,250 |
| 250 Residential Car Parking Spaces at 25 Undivided Shares each | |
| (D) Residential Motor Cycle Parking Spaces | 15 |
| 3 Residential Motor Cycle Parking Spaces at 5 Undivided Shares each | |
| (E) Phase 1 Common Areas and Facilities | 2,003 |
| (i) Residential Common Areas and Facilities | |
| (ii) Development Common Areas and Facilities | |
| (iii) Residential Car Park Common Areas and Facilities | |
| (iv) Residential Tower Common Areas and Facilities | |
| (v) Low-Rise 1 Common Areas and Facilities | |
| (vi) Low-Rise 2 Common Areas and Facilities | |
| Total Undivided Shares of Phase 1 of the Development | 677,688 |
| 2. Subsequent Phase(s) | 387,980 |
| Grand Total: | 1,065,668 |

Remarks:

- (i) There is no Tower 4 in the Development.
- (ii) There is no 4/F, 13/F, 14/F & 24/F in all Towers and no 4/F in Mansion 1 & Mansion 2.

Note 1 : means including the balcony and the utility platform thereof.

Note 2 : means including the verandah and the utility platform thereof and the flat roof(s) adjacent thereto.

Note 3 : means including the flat roof(s) adjacent thereto and the roof(s) thereabove.

- Note 4 : means including the balcony thereof, the flat roof(s) adjacent thereto and the roof(s) thereabove.
- Note 5 : means including the balcony and the utility platform thereof and the flat roof(s) adjacent thereto.
- Note 6 : means including the verandah thereof and the air-conditioning plant room appertaining thereof.
- Note 7 : means including the balcony and the utility platform thereof, the flat roof(s) adjacent thereto and the roof(s) thereabove.
- Note 8 : means including the verandah thereof, the flat roof(s) adjacent thereto and the air-conditioning plant room appertaining thereof.
- Note 9 : means including the flat roof(s) adjacent thereto, the roof(s) thereabove and the stairhood and the air-conditioning plant room appertaining thereof.
- Note 10 : means including the balcony thereof.
- Note 11 : means including the balcony and the utility platform thereof and the roof(s) thereabove.
- Note 12 : means including the flat roof(s) adjacent thereto.
- Note 13 : means including the balcony, the utility platform and the garden thereof, the flat roof(s) adjacent thereto and the roof(s) thereabove.
- Note 14 : means including the verandah and the utility platform thereof.
- Note 15 : means including the air-conditioning plant room appertaining thereof.

THE SECOND SCHEDULE ABOVE REFERRED TO

The rights and privileges conferred as particularised under Part A and subject to which as specified in Part B each Undivided Share is held shall only come into effect as and when a part or parts of the Development has been issued an Occupation Permit and then only in respect of that part or parts of the Development being issued an Occupation Permit.

Part A

1. Right and privileges of Owners

The Owner of each Unit shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Conditions, this Deed, the House Rules and the rights of the First Owner, the Owner of the Commercial Accommodation and the Manager as provided in this Deed :-

- (a) **Right of way to use the Development Common Areas and Facilities**
Full right and liberty (but SUBJECT ALWAYS TO the rights of the Manager and the First Owner herein provided) for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass over and along and to use or to receive the benefit of the Development Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his own Unit SUBJECT as aforesaid;
- (b) **Right to support and shelter**
The right to subjacent and lateral support and to shelter and protection from the other parts of the Development SUBJECT as aforesaid;
- (c) **Right of passage of water, etc.**
The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his premises through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through his own Unit or the Development or any part or parts thereof for the proper use and enjoyment of his own Unit SUBJECT as aforesaid;
- (d) **Right of entry to the Common Areas and Facilities and other Units of the Development to repair**
The right for any Owner with or without workmen plant equipment and materials at all reasonable times subject to the prior consent or approval of the Manager or the Owners of other Units of the Development (except in the case of emergency) to enter upon the Common Areas and Facilities or such Units for the purpose of carrying out any works for the maintenance and repair of his own

Unit including any air-conditioning or other units and conducting media exclusively 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 SUBJECT as aforesaid. For the purpose of this sub-clause, conducting media means pipes, wires, cables, sewers, drains, water courses, trunking, ducts, flues, gutters, gullies, channels, conduits and other media; and

- (e) Other easements, rights and privileges

All other easements, rights and privileges belonging to or appertaining to the Lot and the Development or any part thereof.

2. **Right of way to use the Residential Common Areas and Facilities**

In addition to the above rights and privileges the Owner of each Residential Unit in the Residential Accommodation shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT ALWAYS TO the provisions of the Conditions, this Deed, the House Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being, his tenants, servants, agents, lawful occupants and their bona fide guests, visitors or invitees (in common with all persons having the like right) to go pass or repass over and along and to use the Residential Common Areas and Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the rules (if any) made by the Manager in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same.

3. **Right of way to use the Residential Tower Common Areas and Facilities**

In addition to the above rights and privileges the Owner of each Residential Unit in the Residential Towers shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT ALWAYS TO the provisions of the Conditions, this Deed, the House Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being, his tenants, servants, agents, lawful occupants and their bona fide guests, visitors or invitees (in common with all persons having the like right) to go pass or repass over and along and to use the Residential Tower Common Areas and Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the rules (if any) made by the Manager

in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same.

4. **Right of way to use the Low-Rise 1 Common Areas and Facilities**

In addition to the above rights and privileges the Owner of each Low-Rise 1 Unit in Low-Rise 1 shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT ALWAYS TO the provisions of the Conditions, this Deed, the House Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being, his tenants, servants, agents, lawful occupants and their bona fide guests, visitors or invitees (in common with all persons having the like right) to go pass or repass over and along and to use the Low-Rise 1 Common Areas and Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the rules (if any) made by the Manager in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same.

5. **Right of way to use the Low-Rise 2 Common Areas and Facilities**

In addition to the above rights and privileges the Owner of each Low-Rise 2 Unit in Low-Rise 2 shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT ALWAYS TO the provisions of the Conditions, this Deed, the House Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being, his tenants, servants, agents, lawful occupants and their bona fide guests, visitors or invitees (in common with all persons having the like right) to go pass or repass over and along and to use the Low-Rise 2 Common Areas and Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the rules (if any) made by the Manager in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same.

6. **Right of way to use the Residential Car Park Common Areas and Facilities**

In addition to the above rights and privileges the Owner of each Residential Car Parking Space and Residential Motor Cycle Parking Space shall have the full right and liberty subject to payment of the prescribed fees (if any) (but SUBJECT ALWAYS TO the provisions of the Conditions, this Deed, the House Rules and the rights of the Manager and the First Owner provided in this Deed) for the Owner for the time being, his tenants,

servants, agents, lawful occupants and their bona fide guests, visitors or invitees (in common with all persons having the like right) to go pass or repass over and along and to use the Residential Car Park Common Areas and Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights of use no Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each Owner shall comply with the rules (if any) made by the Manager in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same.

Part B

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

- (a) The full right and privilege of the Manager at all reasonable times upon prior notice (except in the case of emergency) with or without agents, surveyors, workmen and others and with or without equipment and apparatus to enter into and upon his own Unit for the purposes of effecting necessary repairs to or maintenance of as well as abating any hazard or nuisance which are affecting or likely to affect the Development or any part or parts thereof or any of the Common Areas and Facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part or parts thereof as part of the amenities thereof and the Manager shall at his own costs and expenses repair any damage so caused and shall be liable for his or his employees' or contractors' negligent, wilful or criminal acts in the course of exercising the aforesaid rights;
- (b) The full right and privilege of the Manager at all times to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the roof or flat roof or garden or the parapet walls of the roof or flat roof or garden which forms part of a Residential Unit as may be determined by the Manager the gondola to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities provided that the use and enjoyment by the Owner of the Residential Unit shall not be materially adversely affected or prejudiced thereby provided that the Manager shall ensure that the least disturbance is caused and shall at his own costs and expenses repair any damage so

caused and shall be liable for his or his employees', agents' or contractors' negligent, wilful or criminal acts;

- (c) Rights of the First Owner set forth in Section II of this Deed; and
- (d) Rights and privileges equivalent to those set forth in sub-clauses (b), (c) and (d) of Clause I of Part A of this Second Schedule.

THE THIRD SCHEDULE ABOVE REFERRED TO

1. No Owner shall make any structural alteration to any part of the Development owned by him (including but not limited to the external walls, structure, façade or floor slab of the Unit owned by him or any installation or fixture therein) which may damage or affect or interfere with the use and enjoyment of any other part or parts of the Development whether in separate or common occupation (in particular the supply of water, electricity, gas or other utilities) nor shall any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Lot not being equipment or apparatus for his exclusive use and benefit.

2. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Conditions or whereby any insurance on the Development or any part thereof 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 Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.

3. Subject to the provisions of the Conditions and the rights of the First Owner with respect to the Subsequent Phase(s), no Owner shall without the prior written consent of the Manager at any time exercise or attempt to exercise any statutory or common law right to partition the Development or any of the Residential Units or Parking Spaces therein.

4. Subject to the rights of the First Owner under Clause 8(d) of this Deed, no Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Development at any time in the course of construction or the management and the maintenance of the Development.

5.
 - (a) No Owner (including the First Owner) shall have the right to convert any part of the Common Areas and Facilities to his own use or for his own benefit unless approved by the Owners' Committee. Any payment received for the approval shall be credited to the Special Fund.

 - (b) Subject to the First Owner's rights to designate Common Areas and Facilities for the Subsequent Phase(s) by a Sub-Deed(s) of Mutual Covenant in respect thereof with the approval of the Director of Lands, no Owner (including the First Owner) shall have the right to convert or designate any of his own areas to be 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) shall have and the Manager shall not have the right to re-convert or re-designate the Common Areas and Facilities to his or its own use or benefit.

6. 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 such areas as may be or become a nuisance to any other Owners or occupiers of any other part of the Development.

7. No Owner shall use or permit or suffer the part of the Development owned by him to be used for any illegal or immoral purpose nor shall he do, cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage to the other Owners and occupiers for the time being of the Development.

8. (a) No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Conditions, the Occupation Permit, this Deed and any Ordinances and Regulations from time to time applicable thereto.

(b) No Owner shall use or cause or permit his own Unit to be used for industrial or godown purposes or for the purpose of mahjong school, funeral parlour, coffin shop, temple, buddhist hall or for the performance of the ceremony known as "Ta Chai (打齋)" or any similar ceremony or as a boarding house, apartment house, dance hall, music hall or for any noisy or offensive trade or business.

9. (a)(i) No part of the Commercial Accommodation shall be used for domestic purpose. No Residential Unit shall be used for any purpose other than for private residential purpose and in particular shall not be used for any form of commercial letting in bed spaces or cubicles SAVE AND EXCEPT that subject to Special Condition No.(15) of the Conditions, the First Owner may use such part(s) of the Development as show flat(s) and/or sales office for such period or periods as it shall in its discretion consider appropriate and in compliance with the Conditions.

(ii) No Residential Car Parking Spaces shall be used other than for the purpose of parking motor vehicles licensed under the Road Traffic Ordinance and belonging to the residents of the Residential Accommodation and their bona fide guests visitors or invitees. No Residential Motor Cycle Parking Spaces shall be

used other than for the purpose of parking motor cycles licensed under the Road Traffic Ordinance and belonging to the residents of the Residential Accommodation and their bona fide guests visitors or invitees.

- (iii) No Residential Visitors' Parking Spaces shall be used other than for the purpose of parking motor vehicles licensed under the Road Traffic Ordinance and belonging to the bona fide guests visitors or invitees of the residents of the Residential Accommodation. No Residential Visitors' Parking Spaces which are designated as "Accessible" on the DMC Plans (forming part of the Residential Visitors' Parking Spaces) shall be used other than for the purpose of parking motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the bona fide guests visitors or invitees of the residents of the Residential Accommodation.
- (iv) No Residential Accessible Car Parking Space shall be used other than for the purpose of parking motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the Residential Accommodation and their bona fide guests visitors or invitees.
- (v) No Commercial Car Parking Spaces shall be used other than for the purpose of parking motor vehicles licensed under the Road Traffic Ordinance and belonging to the occupiers of the Commercial Accommodation and their bona fide guests visitors or invitees. No Commercial Motor Cycle Parking Space shall be used other than for the purpose of parking motor cycles licensed under the Road Traffic Ordinance and belonging to the occupiers of the Commercial Accommodation and their bona fide guests visitors or invitees.
- (vi) No Commercial Accessible Car Parking Space shall be used other than for the purpose of parking motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the occupiers of the Commercial Accommodation and their bona fide guests visitors or invitees.
- (vii) No Parking Spaces, Commercial Accessible Car Parking Space, Residential Visitors' Parking Spaces or Residential Accessible Car Parking Space shall be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services or for storage of other

articles, goods or things and no structure or partitioning shall be erected thereon without the prior consent in writing of the Manager.

- (viii) No Residential Loading and Unloading Space and no Commercial Loading and Unloading Space shall be used other than for the loading and unloading of goods vehicles in connection with the Development.
- (ix) No Bicycle Parking Space shall be used other than for the purpose of parking of bicycles belonging to the residents of the Residential Accommodation and their bona fide guests, visitors or invitees.
- (b) Without prejudice to sub-clause (a) above, each Residential Car Parking Space, Commercial Car Parking Space, Commercial Accessible Car Parking Space, Residential Visitors' Parking Space or Residential Accessible Car Parking Space shall not be used for any purpose other than for the parking of one motor vehicle licensed under the Road Traffic Ordinance. Each Residential Motor Cycle Parking Space or Commercial Motor Cycle Parking Space shall not be used for any purpose other than for the parking of one motor cycle licensed under the Road Traffic Ordinance.

10. No partitioning shall be erected or installed in a Residential Unit which does not leave clear access for fire exits and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.

11. Subject to the rights of the First Owner herein provided, no Owner shall without the prior written consent of the Manager erect or place or cause or permit to be erected or placed any advertising sign or other structure on the roof, flat roof or garden forming part of his Residential Unit or any Parking Space or any other part thereof and the Manager shall have the right to enter to remove anything erected or placed on the roof, flat roof or garden of his Residential Unit or Parking Space or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same. For the avoidance of doubt, the Owner(s) of the Commercial Accommodation or any part or parts thereof shall have the right to erect or place or cause or permit to be erected or placed any advertising sign or other structure on any part or parts of the Commercial Accommodation exclusively owned by him.

12. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances of any part of his Residential Unit in any Residential Towers or Low-Rise 1 or Low-Rise 2 any metal grille or shutter or gate.

13. No Owner (other than the Owner of the Commercial Accommodation) shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Unit any advertising or other sign of any description (except a small name plate outside the entrance door of a Residential Unit giving the Owner's or occupier's name) without the previous written approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.

14. No Owner shall store or permit to be stored in any Residential Unit any hazardous, dangerous, combustible or explosive goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating.

15. No Residential Unit or any part thereof shall be used for the storage of goods or merchandise other than the personal and household possession of the Owner or occupier.

16. No Owner shall cut, maim, alter, affix, interfere with or in any other way affect any pipes, valves, ducts, lightning conductors, communal television and radio aerial system, and/or cable television system (if any), fixtures or any other installation within any portion of the roofs or flat roofs or external surfaces provided in the Development as part of the Common Areas and Facilities.

17. (a) No Owner shall be entitled to connect any installation to the communal television and radio aerial system and cable television system (if any) installed by the First Owner or the Manager except with the permission of the Manager and in accordance with any House Rules relating to the same. Save with the prior written consent of the Manager, no Owner shall affix or install his own private aerial outside any part of the Residential Unit or at the garden or open space or yard or flat roof or balcony or utility platform of his Residential Unit.

(b) Subject to Clause 9A(a) hereof, no air-conditioning or other units shall without the prior written consent of the Manager be installed through any window or external wall of the Residential Unit other than at places designated for such purpose and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Lot or the Development. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his part of the Development in good repair and condition.

18. Subject to the rights of the First Owner and the rights of the Owner of the Commercial Accommodation herein provided, no Owner shall erect, install or otherwise affix or allowed to be erected, installed or otherwise affixed any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever on the external surfaces of or extending outside the exterior of his Unit or any part of the Development or be projected from the Development or any part thereof SAVE and EXCEPT that the Owner(s) of the Commercial Accommodation or any part or parts thereof may erect, install or otherwise affix any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever on the external surfaces of the Commercial Accommodation.

19. No clothing or laundry shall be hung outside the Residential Unit or the Commercial Accommodation or any part thereof (other than in the spaces specifically provided therefor) or in the Common Areas and Facilities.

20. No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing, cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the flat roofs, roofs, gardens, external walls, balconies, entrance halls of the Development or any other areas which in the opinion of the Manager shall be undesirable or constitute a nuisance to other Owners or occupiers of the Development and the Manager shall have the right to remove such articles without notice at the cost of the offending Owner.

21. No Owner shall without the prior written consent of the Manager (and subject to such conditions as may be imposed by the Manager at its discretion) erect or build or suffer to be erected or built on or upon the roof, flat roof, garden, balcony, utility platform, verandah, Private Lift Lobby, air-conditioning plant room, stairhood or external walls forming part of his Unit or the Development any structure whatsoever either of a permanent or temporary nature. The Manager shall, on reasonable notice (except in an emergency), have the right to enter (including the offending Owner's part of the Development) and remove from such roof, flat roof, garden, balcony, utility platform, verandah, Private Lift Lobby, air-conditioning plant room, stairhood or external walls of the Unit such structure at the cost of the offending Owner and to erect thereon scaffolding and other equipment necessary for repairing and maintaining the plumbing facilities, the external walls and windows of the Development Provided That in exercising such right the Manager shall ensure that the least disturbance is caused and shall at his own costs and expenses repair any damage so caused and shall be liable for his or his employees', agents' or contractors' negligent, wilful or criminal acts.

22. 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.

23. Not to 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 in whose Unit it shall have been caused.

24. 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, comforts and convenience of other occupants of the Development.

25. (a) No bird or animal shall be kept or harboured in any part of the Development (other than the Commercial Accommodation) if, (i) in the opinion of the Manager, such bird or animal is causing a nuisance or disturbance to other Owners or occupiers of the Development and (ii) if the same has been the cause of reasonable written complaint of at least two other Owners or occupiers of any part of the Development. In any event, no dogs shall be permitted in the Common Areas and Facilities unless carried or on leash.

(b) Notwithstanding sub-clause (a) above, dogs may be kept by the Manager at the Development for the management and security of the Development and trained guide dogs on leash for the blind may be brought into any part of the Development whilst guiding any person with disability in vision.

26. No Owner shall allow children to play in the Common Areas and Facilities (except such parts of the Recreational Areas and Facilities designed for children) and any damage to or discolouration to decorations in such areas and facilities by children shall be paid for by the Owner or occupier of the Unit in which the child or children concerned reside.

27. Subject to the rights of the First Owner and the Owner of the Commercial Accommodation under this Deed, no Owner shall paint the outside of the Development including any part of the Development owned by him, or do or permit to be done any act or thing which may or will alter the façade or external appearance of the Development (including any part owned by him) without the prior consent in writing of the Manager Provided That for the purpose of ensuring uniformity and consistency of the external appearance and design of the Residential Houses, no additions improvements fixtures fittings installations or decorations

(including replacement of the materials and finishes by another kind, colour or design) shall be made to the garden of any Residential House save with the prior written consent of the Manager Provided Also That no works shall be carried out to the external walls or Curtain Walls forming part of a Unit save with the Manager's prior written approval and such works shall be carried out by contractors approved by the Manager.

28. No Owner shall throw out or discard or permit or suffer to be thrown out or discarded from any part of the Development owned by him any refuse, rubbish, litter or other article or thing whatsoever except using the services or facilities provided for the disposal thereof.

29. Save and except bicycles parked at the Bicycle Parking Spaces, not to allow bicycles, baby carriages or similar vehicles to obstruct any Common Areas and Facilities.

30. No Owner shall install any furnace, boiler or other plant or equipment or use any fuel or use any method or process of manufacture or treatment which might in any circumstances result in the discharge or emission whether it be in the form of gas, smoke, liquid or otherwise and which shall in the opinion of the Manager be excessive or unnecessary or which may contravene the Air Pollution Control Ordinance (Cap. 311) or any amendments thereto.

31. No Owner shall make any alteration to or interfere with the sprinkler system or any other fire fighting equipment or suffer to be done anything to such sprinkler system or fire fighting equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any by-laws or regulations made thereunder. If any extension of the sprinkler heads or smoke detectors or alteration to the fire fighting equipment shall be required by any Owner then such works, subject to the prior approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.

32. No Owner shall perform installation or repair works to the electrical wiring from the switch rooms to any part or parts of the Development save with the written approval of the Manager and such works shall be carried out by the Manager or any contractor appointed by the Manager at the expense of such Owner and in such manner as the Manager shall in its absolute discretion think fit.

33. No Owner 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 to that part of the Development or any fixtures and fittings therein.

34. No Owner shall interfere with, damage or cut any tree growing on the Lot or adjacent thereto except with the prior written consent of the Director of Lands and in compliance with any conditions that may be imposed by the said Director and each Owner shall be responsible to remedy and indemnify the other Owners in respect of any breach of this Clause including a breach by the occupants of his Unit and their guests or visitors.

35. Every Owner shall pay and discharge all existing and future Government rent (unless the same forms part of the management expenses pursuant to the provisions of this Deed), taxes, rates, assessments and outgoings payable in respect of such part of the Development of which he is the Owner and to indemnify the other Owners from and against all liability thereof.

36. Every Owner shall keep the garden or lawn forming part of his Residential Unit in good, clean and tidy state and condition.

37. Every Owner shall observe and comply with the conditions of the Conditions and this Deed so long as he remains as owner of an Undivided Share.

38. The Owners of the Residential Houses which have a common wall adjoining their respective Residential Houses or a common wall separating their Residential Houses or separating the Residential House and the adjoining Flat or a wall dividing the land upon which the Residential Houses are constructed shall each have the right to the use of the interior surface of the wall on his side. Neither Owner shall use any portion of the wall so as to interfere with the use and enjoyment of the other Owner. Neither Owner shall erect any fence or any structure (including but not limited to spikes or wires) on top of the wall without the written consent of the other Owner and the Manager. Neither Owner shall put structures of any kind (including but not limited to fish ponds) so near to the wall as to cause leakage of water to the other side of the wall or likely to cause the wall to collapse. If the wall or any portion thereof, except the interior surface of the one side, is damaged or injured from any cause, other than the act of negligence of either party, it shall be repaired or rebuilt at their joint cost and expense.

39. (a) (i) The balconies of the Residential Units which form part of the Non-enclosed Areas shall only be used as balconies in relation to or in connection with use and enjoyment of the Residential Units for which they are provided; and

(ii) The utility platforms of the Residential Units which form part of the Non-enclosed Areas shall only be used as utility platforms in relation to or in

connection with use and enjoyment of the Residential Units for which they are provided; and

- (b) The design and location of the Non-enclosed Areas under the Building Plans shall not be altered in any way; and
 - (c) No fences, awnings, grilles or any structures or things shall be installed, exhibited, affixed, erected or attached to any of the Non-enclosed Areas and no part of the Non-enclosed Areas shall be enclosed above safe parapet height in whole or in part other than as approved under the Building Plans; and
 - (d) In the event of the above covenants being in breach, the Manager, without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owners to remedy the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants including but not limited to the right to enter upon the Residential Units concerned (including the Non-enclosed Areas provided therein) and remove any fences, awning, grilles or any structures or things which are installed, exhibited, affixed, erected or attached to the Non-enclosed Areas or the Residential Units which are in breach of the aforesaid covenants. Provided That in exercising such right the Manager shall ensure that the least disturbance is caused and shall at his own costs and expenses repair any damage so caused and shall be liable for his or his employees', agents' or contractors' negligent, wilful or criminal acts. The defaulting Owner shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose.
40. (a) The Owners shall at their own costs and expenses in the proportion of the number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) allotted to their respective Units 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 (if any) as required by the Conditions 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 maintenance manual for the Slope Structures (if any) prepared in accordance with Geoguide 5.

- (b) The First Owner shall, if there exist any Slope Structures, deposit a full set of the maintenance manual for the Slope Structures at the management office of the Development within one month after the date of this Deed. The maintenance manual for the Slope Structures shall be available for inspection by the Owners free of charge during the normal office hours of the Manager and the taking of copies by the Owners upon request on payment of reasonable copying charges. All charges received shall be credited to the Special Fund.
41. No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the roof and/or flat roof and/or garden or the parapet walls of the roof or flat roof or garden forming part of his Residential Unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola at any time in the course of the management and/or the maintenance of the Development.
42. Save with the prior written consent of the Building Authority and other competent Government authorities, no Owner shall alter, remove or convert the false ceiling of balcony, balustrade or parapet of (if any) balcony, verandah, utility platform or flat roof in his own Residential Unit. The Owner shall at his own expense maintain the false ceiling of balcony, balustrade or parapet of (if any) balcony, verandah, utility platform or flat roof in his own Residential Unit in good and substantial repair and condition.
43. No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing, cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles above the parapet wall or balustrade of flat roof, balcony, utility platform and area for air-conditioning of his Residential Unit.
44. The Owner(s) of the relevant Residential Unit with open kitchen shall at his own costs and expenses observe and comply with the Fire Safety Management Plan, in particular the fire safety provisions set out in the Fourth Schedule, and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause his tenants and other occupants of his Residential Unit to observe and comply with the same.
45. The Owners shall at all times and at their own expense maintain (i) the landscaped works in accordance with the Landscape Plan and in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director of Lands pursuant to Special Condition No.(8)(d) of the Conditions and (ii) the greenery, vegetation and plants

within the Non-building Area to the satisfaction of the Government authorities in accordance with the planning conditions and to keep the Non-building Area closed for access by the Owners, residents and occupiers of the Development and their visitors, licensees or invitees, save for the Manager, its servants, workmen or contractors for maintenance purpose.

46. Each Owner shall maintain and keep the exterior parts of his Residential House in uniform appearance with other Residential Houses and good repair and condition.
47. No Owner shall subdivide or partition any Residential House or sell, assign, mortgage, charge, lease or otherwise dispose of any part or portion of any Residential House separately from the whole to the intent that each Residential House shall be owned and occupied as a single residence.
48. No Residential House shall be designed or occupied as flats except with the prior written consent of the Director of Lands (if necessary) and the Manager.
49. No Owner shall alter, interfere with, remove or replace or permit or suffer to be altered, interfered with, removed or replaced the Common EV Facilities or any part thereof without the prior approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice Provided That the Manager shall not charge any fee other than a reasonable administrative fee as consideration for granting and processing such approval (which approval shall not be unreasonably withheld) required from the Manager.
50.
 - (a) Each Owner of the Residential Units having as part thereof a Private Lift Lobby shall upon reasonable notice from the Manager (except in emergency) without any costs or considerations allow and permit the Manager and the employees servants workmen agents and contractors of the Manager with or without tools or equipments to enter into and upon the Private Lift Lobby forming part of such Residential Units for the purposes of carrying out any inspection examination maintenance or repair of the lifts or the ancillary equipment or devices serving the Development or in case of malfunction of such lifts.
 - (b) The Owners of the Residential Units having as part thereof a Private Lift Lobby shall not :-

- (i) in any way lock or block up the doors or entrances from the Common Areas and Facilities to the same nor place or left any articles or chattels thereat preventing fire escape; or
 - (ii) install or erect anything at the Private Lift Lobby or affix anything thereto or in any way alter or modify the same or to place or left anything thereat in contravention of the Fire Services Ordinance or any subsidiary legislations thereunder but shall at all times maintain the same to the satisfaction of the Fire Services Department and the Manager; or
 - (iii) for the purpose of ensuring uniformity and consistency of the appearance and design of the Private Lift Lobbies of the Development, save with the prior written consent of the Manager, no alterations additions improvements fixtures fittings installations or decorations (including replacement of the materials and finishes by another kind, colour or design) shall be made to the Private Lift Lobby of any Residential Unit; or
 - (iv) modify or dismantle the emergency lightings forming part of the Common Areas and Facilities or connect any electrical devices to the circuit or wirings thereof without the prior written consent of the Manager.
51. No Owner of a Residential Unit shall alter, interfere with or remove any fixed window or acoustic window in his own Residential Unit.
52. No Owners shall alter or convert the colour or materials of the building surface of his own Unit or any part of the Development, save with the prior written consent of the Manager and the relevant Government authorities.
53. The Owners shall at all times and at their own expense maintain the mitigation measures implemented in the Development in accordance with the sewerage impact assessment to the satisfaction of the Government authorities pursuant to the planning conditions.
54. The Owners shall at all times and at their own expense maintain the mitigation measures implemented in the Development in accordance with the air quality impact assessment to the satisfaction of the Government authorities pursuant to the planning conditions.

55. Every Owner shall comply with and observe all ordinances, bye-laws, regulations and rules for the time being in force in Hong Kong governing the control of any form of pollutions, including air, noise, water and waste pollution, and for the protection of the environment, and shall ensure that at all times a certificate of compliance registration and other requirements as imposed by section 12 of the Buildings Energy Efficiency Ordinance are complied with.
56. Upon completion of Phase 1, the First Owner shall at its own expense provide necessary temporary noise abatement and dust protection measures within the Development in relation to the Units in the completed phase(s) of the Development (“the Completed Units”) so as to minimise the inconvenience caused to the Owners or the occupiers of the Completed Units arising from the continuing construction of the uncompleted phase(s) on the Lot.
57. The Owner of the Commercial Accommodation shall at all times throughout the term granted by the Conditions,
- (a) keep the Pedestrian Walkway, the Footbridge Link, the Lift and Escalators and the Public Passage Area open for the use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption;
 - (b) at all times during the day and night throughout the period during which the Covered Footbridge is in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge;
 - (c) at his own expense uphold, manage, maintain and repair the Pedestrian Walkway, the Footbridge Link, the Lift and Escalators, the Covered Footbridge, the Footbridge Connection Details and the Public Passage Area in good and substantial repair and condition;
 - (d) not use the Covered Footbridge for any purpose other than for the passage of all members of the public on foot or by wheelchair;
 - (e) not use or permit or suffer to be used any part of the Covered Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director of Lands; and
 - (f) not do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage or to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

58. The Owner of Victoria Skyplex on 27th Floor and 28th Floor of Tower 1, Skyplex on 27th Floor and 28th Floor of Tower 5, Skyplex on 27th Floor and 28th Floor of Tower 6, Victoria House of Mansion 1 and Harbour House of Mansion 2 shall keep the internal void area within his Residential Unit as void (which void area is highlighted by black broken lines and marked “VOID” on the DMC Plans) and shall be responsible for the control management and maintenance of such void area.
59. (a) The refuse storage and material recovery room forming part of a Residential Unit shall not be used for any purposes other than for the use of refuse storage or material recovery.
- (b) Each Owner of the Residential Units having as part thereof a refuse storage and material recovery room shall allow and permit the Manager and the employees servants workmen agents and contractors of the Manager with or without tools or equipment to enter into and upon the refuse storage and material recovery room forming part of such Residential Units for the purposes of refuse and material collection and removal.
60. No Owner shall alter (whether by way of changing the colour or otherwise) or remove the windows and their frames, external sliding doors (if any) and their frames or balustrade and railings (if any) of his Residential Unit or the frames thereof except where the relevant alteration or removal is necessitated by reason of any damage or want of repair which is beyond the control of the relevant Owner in which case, the relevant Owner shall replace such windows and their frames, external sliding doors (if any) and their frames or balustrade and railings (if any) with ones which, according to the Manager’s determination at its absolute discretion, are the same (in terms of colour, material, type and design) as were originally provided by the First Owner Provided That if such are not available, the Owner may replace such windows and their frames, external sliding doors (if any) and their frames or balustrade and railings (if any) with ones which are of similar colour, type, material and design as shall have been approved by the Manager in its absolute discretion and all such alteration or removal shall be carried out in accordance with the instructions specified and any other conditions that may be imposed by the Manager and shall thereafter be maintained to such standard as may from time to time be laid down by the Manager.
61. The Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:-
- (a) assigned except

- (i) together with Undivided Shares in the Lot giving the right of exclusive use and possession of a Residential Unit or Residential Units; or
 - (ii) to a person who is already the Owner of Undivided Shares in the Lot with the right of exclusive use and possession of a Residential Unit or Residential Units; or
- (b) underlet except to residents of the Residential Units

Provided that in any event not more than three (3) in number of the total of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the Owner or underlet to the resident of any one Residential Unit.

62. Pursuant to Special Condition No.(43)(c) of the Conditions, the First Owner shall, at its own expense and in all respects to the satisfaction of the Water Authority, upkeep, maintain, repair and manage the AMR Outstation(s) in good repair and operational condition until such time as the same shall have been delivered to the Water Authority in accordance with Special Condition No.(43)(g) of the Conditions. The First Owner shall have full right and privilege at all reasonable times subject to reasonable prior written notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into, go, pass and repass over, along and upon the Development Common Areas and Facilities and the AMR Room for the purposes of upkeep, maintaining, repairing and managing the AMR Outstation(s) in good repair and operational condition pursuant to Special Condition No.(43)(c) of the Conditions. Pursuant to Special Condition No.(43)(g) of the Conditions, the First Owner shall when called upon to do so by the Water Authority and within such time as may be specified by the Water Authority deliver the AMR Outstation(s) to the Water Authority without any payment or compensation.
63. The Owners shall, at all times throughout the term granted by the Conditions, permit the Water Authority and its officers, contractors, agents, workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part or parts thereof and any building or buildings erected or to be erected thereon for purposes specified in Special Condition No.(43)(f) of the Conditions. The Water Authority shall, at any time at its absolute discretion, have the right under Special Condition No.(43)(d) of the Conditions to serve upon the Owners a notice in writing requiring the Owners to demolish or remove the objects or materials placed over, above or below, or stacked on or within, the area or space designated for accommodating the AMR Outstation(s) and such objects or materials which in the opinion of the Water Authority (whose opinion shall be final and binding on the Owners) prevent or disrupt the accommodation, operation and maintenance of the

AMR Outstation(s). The Owners shall upon receipt of such written notice, at their own expense, demolish or remove the objects or materials and reinstate and repair the area or space affected by the demolition or removal within such period as stipulated in such written notice and in all respects to the satisfaction of the Water Authority.

64. The Owners shall throughout the term granted by the Conditions upon receiving prior written notice from the Government permit the Government and its officers, contractors and agents and any persons authorized by the Government with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the area coloured pink hatched black stippled black on the plan annexed to the Conditions for all Government vehicular and pedestrian access for the purpose of inspecting, checking and maintaining the Environmentally Friendly Linkage System that may be constructed near the Lot as provided in Special Condition No.(48) of the Conditions.

65. Without prejudice to the generality of Special Condition No.(2)(d) of the Conditions, the Owners shall at their own expense keep and maintain the landscaping works provided within the Yellow Area and the Yellow Hatched Black Area in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director of Lands in accordance with Special Condition No.(4)(e) of the Conditions until such time as possession of the whole of the Yellow Area and the Yellow Hatched Black Area has been re-delivered to the Government in accordance with Special Condition No.(2)(g)(iv) of the Conditions.

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

THE FOURTH SCHEDULE ABOVE REFERRED TO

FIRE SAFETY PROVISIONS

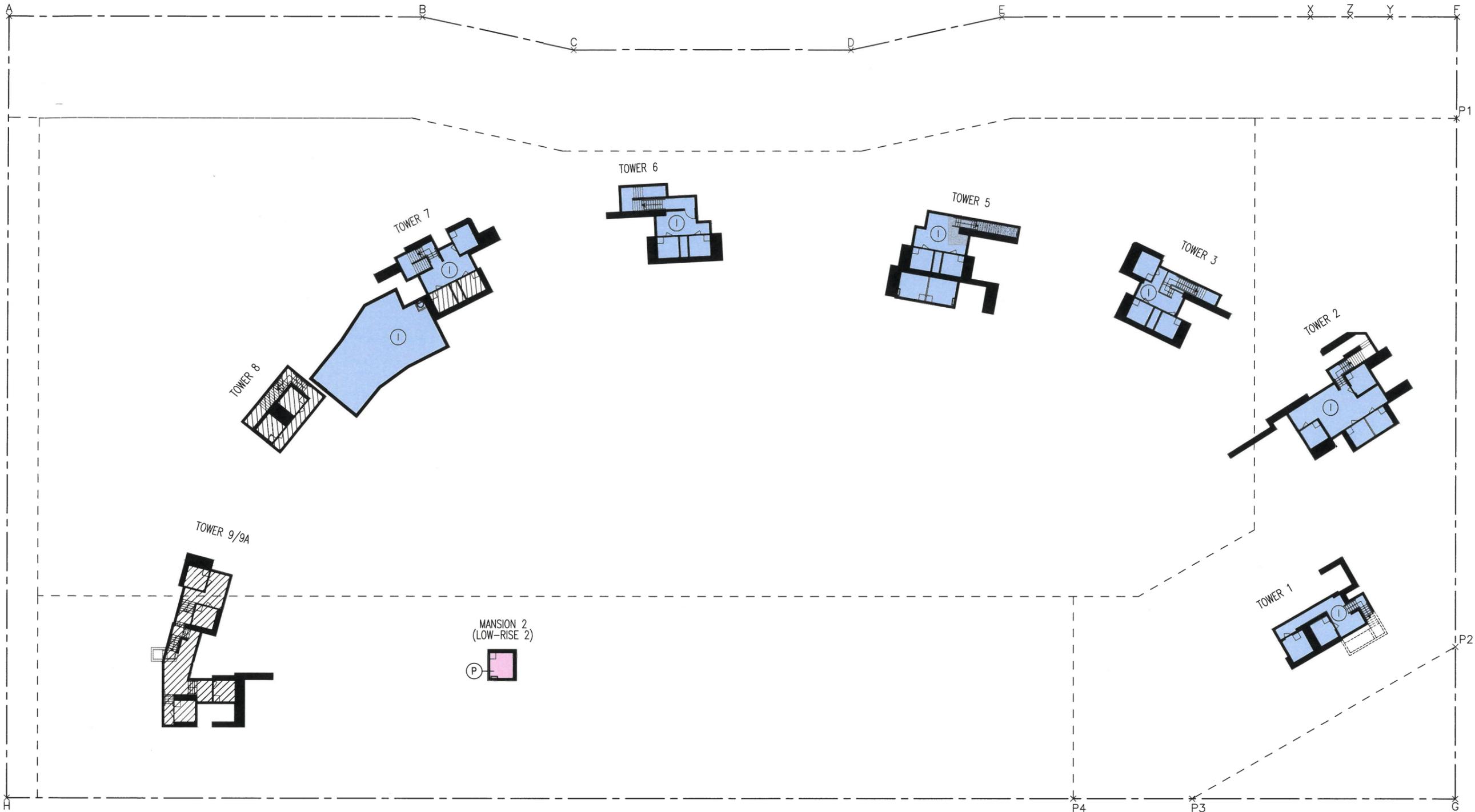
1. An Owner of a Residential Unit with open kitchen shall be responsible for maintenance and annual inspection of the fire service installations within his Residential Unit.
2. An Owner of a Residential Unit with open kitchen shall not (i) remove or obstruct any smoke detectors provided inside his Residential Unit and at the Common Areas and Facilities outside his Residential Unit; (ii) remove or obstruct the sprinkler head provided in the open kitchen area of his Residential Unit; (iii) remove the fire resistance rating wall of his Residential Unit; (iv) remove the self-closing devices of main entrance door of his Residential Unit. Each Owner of the Residential Unit with open kitchen shall keep and maintain the fire safety provisions inside the Residential Unit in good condition at his own costs and expenses.
3. An Owner of a Residential Unit with open kitchen shall allow the Manager and the registered fire services installation contractor(s) to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into his Residential Unit to carry out (at the cost and expense of the relevant Owner) maintenance and annual check of the fire service installations Provided That in exercising such right the Manager shall ensure that the least disturbance is caused and shall at his own costs and expenses repair any damage so caused and shall be liable for his or his employees', agents' or contractors' negligent, wilful or criminal acts.
4. In the event that an Owner of a Residential Unit with open kitchen parts with possession of his Residential Unit, such Owner shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the fire safety provisions set out under this Fourth Schedule, and make it a condition in the relevant agreement (if any).
5. The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the maintenance and annual inspection of the fire services installations for Residential Units with open kitchen shall be borne by the relevant Owner on demand.

SEALED with the Common Seal of)
)
WELL CAPITAL (H.K.) LIMITED)
)
and **SIGNED** by)
)
)
)
duly authorised by a board resolution of its)
)
directors whose signature(s) is/are verified)
)
by :-)

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

INTERPRETED to the First Assignee by :-

SEALED with the Common Seal of)
)
the **DMC Manager** and **SIGNED** by)
)
)
)
duly authorised by a board resolution of its)
)
directors whose signature(s) is/are verified)
)
by :-)



LIFT PIT PLAN

LEGENDS:

- I RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- P LOW-RISE 2 COMMON AREAS AND FACILITIES (PINK)
- SUBSEQUENT PHASE(S)

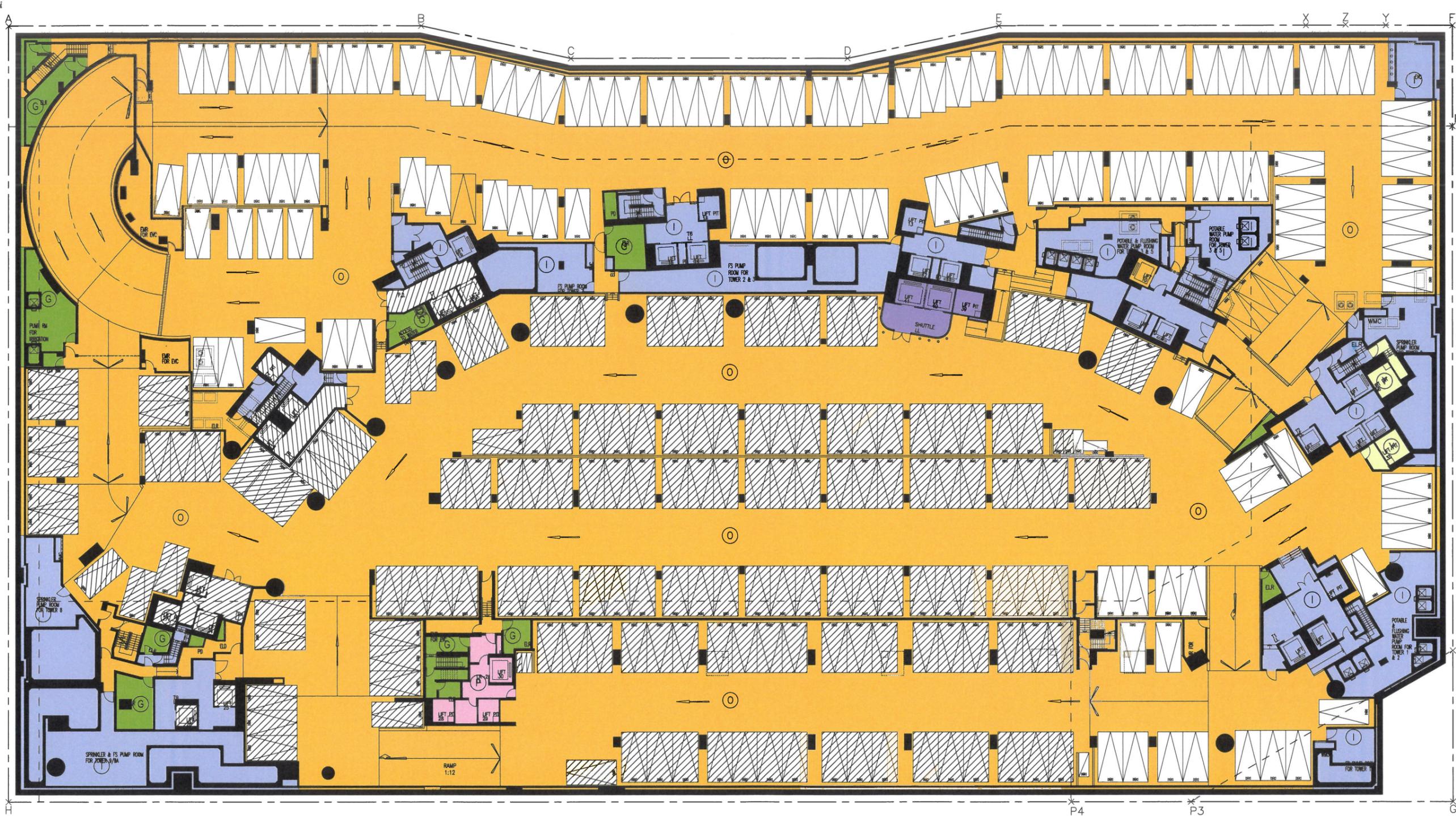
FOR IDENTIFICATION PURPOSE ONLY

I hereby certify the accuracy of this plan.

(Signature)
LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

| | | | |
|---|--|-------------------------------|------------------------|
| WONG TUNG & PARTNERS LIMITED <small>ARCHITECTS & PLANNERS</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-001 | REV. NO. 05 |
| | TITLE: LIFT PIT PLAN | DATE: Jan. 2023 | SCALE: 1:400 |

18th Floor, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong
 T 852-2803 9888 F 852-2513 1728 www.wongtung.com



- LEGENDS:**
- (I) RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
 - (V) RESIDENTIAL COMMON AREAS AND FACILITIES (VIOLET)
 - (O) RESIDENTIAL CAR PARK COMMON AREAS AND FACILITIES (ORANGE)
 - (Y) COMMERCIAL ACCOMMODATION TOTAL= 13,719 m² (YELLOW)
 - (G) DEVELOPMENT COMMON AREAS AND FACILITIES (GREEN)
 - (P) LOW-RISE 2 COMMON AREAS AND FACILITIES (PINK)
 - ▨ SUBSEQUENT PHASE(S)

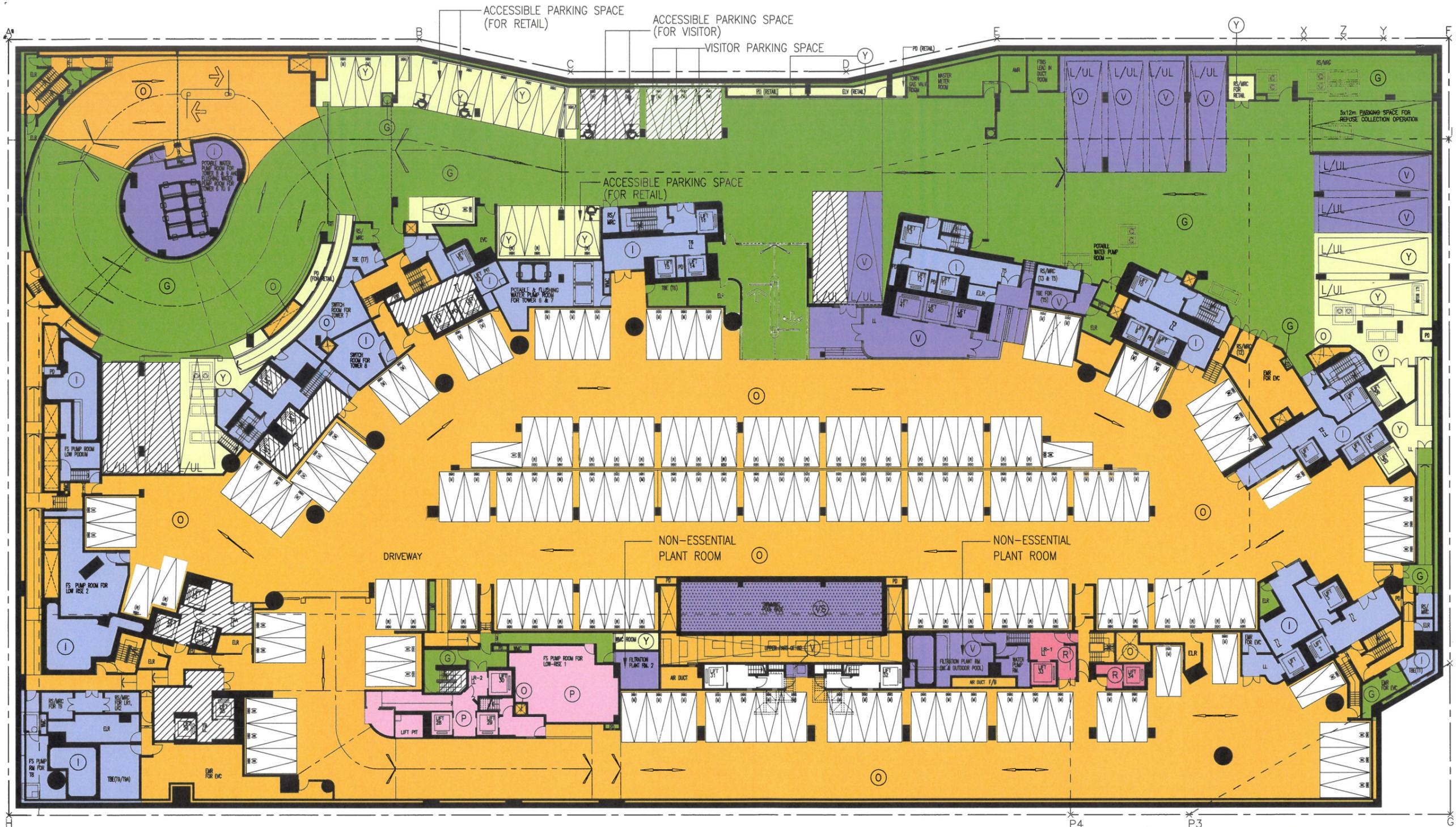
OVERALL B2/F PLAN

I hereby certify the accuracy of this plan.

(Signature)
 LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 23. Feb. 2023

FOR IDENTIFICATION PURPOSE ONLY

| | | | |
|---|---|------------------------|----------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 TaiKoo Wan Road, TaiKoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-002 | REV. NO. 06 |
| | TITLE: OVERALL B2/F PLAN | DATE: Feb. 2023 | SCALE: 1:400 |



- LEGENDS:**
- RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
 - RESIDENTIAL COMMON AREAS AND FACILITIES (VIOLET)
 - RECREATIONAL AREAS AND FACILITIES (VIOLET STIPPLED BLACK)
 - RESIDENTIAL CAR PARK COMMON AREAS AND FACILITIES (ORANGE)
 - COMMERCIAL ACCOMMODATION (YELLOW)
 - DEVELOPMENT COMMON AREAS AND FACILITIES (GREEN)
 - LOW-RISE 1 COMMON AREAS AND FACILITIES (RED)
 - LOW-RISE 2 COMMON AREAS AND FACILITIES (PINK)
 - SUBSEQUENT PHASE(S)

OVERALL B1/F PLAN

I hereby certify the accuracy of this plan.

LAM Wai Sang
 LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 23. Feb. 2023

FOR IDENTIFICATION
 PURPOSE ONLY

| | | | |
|--|---|------------------------|-----------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18th Floor, 14 Takao Wan Road, Takao Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-003 | REV. NO. 06 |
| | TITLE: OVERALL B1/F PLAN | DATE: Feb. 2023 | SCALE: 1:400 |



- LEGENDS:**
- RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
 - RESIDENTIAL COMMON AREAS AND FACILITIES (VIOLET)
 - RECREATIONAL AREAS AND FACILITIES (VIOLET STIPPLED BLACK)
 - RESIDENTIAL CAR PARK COMMON AREAS AND FACILITIES (ORANGE)
 - COMMERCIAL ACCOMMODATION (YELLOW)
 - DEVELOPMENT COMMON AREAS AND FACILITIES (GREEN)
 - LOW-RISE 1 COMMON AREAS AND FACILITIES (RED)
 - LOW-RISE 2 COMMON AREAS AND FACILITIES (PINK)
 - SUBSEQUENT PHASE(S)

OVERALL LG/F PLAN

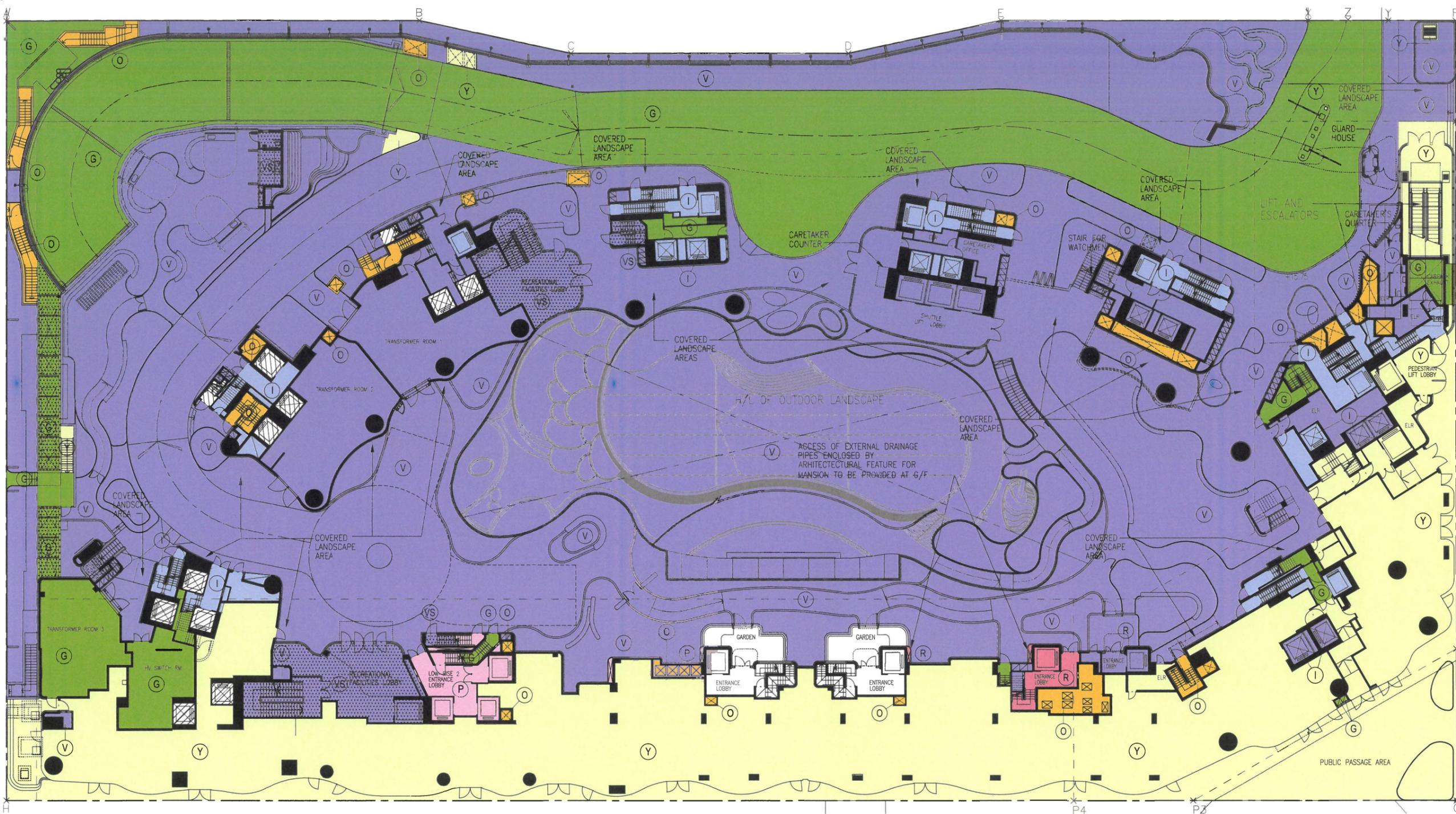
I hereby certify the accuracy of this plan.


LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 23. Feb. 2023

FOR IDENTIFICATION PURPOSE ONLY

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|---|--|-------------------------------|-----------------------|
|  WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-004 | REV. NO. 06 |
| | TITLE: OVERALL LG/F PLAN | DATE: Feb. 2023 | SCALE: 1:400 |

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- LEGENDS:**
- RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
 - RESIDENTIAL COMMON AREAS AND FACILITIES (VIOLET)
 - RECREATIONAL AREAS AND FACILITIES (VIOLET STIPPLED BLACK)
 - RESIDENTIAL CAR PARK COMMON AREAS AND FACILITIES (ORANGE)
 - COMMERCIAL ACCOMMODATION (YELLOW)
 - DEVELOPMENT COMMON AREAS AND FACILITIES (GREEN)
 - LOW-RISE 1 COMMON AREAS AND FACILITIES (RED)
 - LOW-RISE 2 COMMON AREAS AND FACILITIES (PINK)
 - AREA FOR AIR-CONDITIONER FOR CLUB HOUSE AND COMMERCIAL ACCOMMODATION (GREEN STIPPLED BLACK)
 - SUBSEQUENT PHASE(S)

GROUND FLOOR PLAN
(TOWER No. 4 NOT USED)

I hereby certify the accuracy of this plan.


 LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 23. Feb. 2023

FOR IDENTIFICATION
PURPOSE ONLY

| | | | |
|---|---|------------------------|----------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 Takoo Wan Road, Takoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-005 | REV. NO. 06 |
| | TITLE: GROUND FLOOR PLAN | DATE: Feb. 2023 | SCALE: 1:400 |



- LEGENDS:**
- (I) RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
 - (V) RESIDENTIAL COMMON AREAS AND FACILITIES (VIOLET)
 - (VS) RECREATIONAL AREAS AND FACILITIES (VIOLET STIPPLED BLACK)
 - (O) RESIDENTIAL CAR PARK COMMON AREAS AND FACILITIES (ORANGE)
 - (Y) COMMERCIAL ACCOMMODATION (YELLOW)
 - (G) DEVELOPMENT COMMON AREAS AND FACILITIES (GREEN)
 - (R) LOW-RISE 1 COMMON AREAS AND FACILITIES (RED)
 - (P) LOW-RISE 2 COMMON AREAS AND FACILITIES (PINK)
 - (Hatched) SUBSEQUENT PHASE(S)

FIRST FLOOR PLAN
(TOWER No. 4 NOT USED)

I hereby certify the accuracy of this plan.

LAM Wai Sang HKIA RIBA
Registered Architect, Authorized Person
23. Feb. 2023

FOR IDENTIFICATION
PURPOSE ONLY

| | | | |
|---|--|-------------------------------|-----------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-006 | REV. NO. 06 |
| | TITLE: FIRST FLOOR PLAN | DATE: Feb. 2023 | SCALE: 1:400 |



PART PLAN OF COVER OF FOOTBRIDGE LINK AT LEVEL +17.55

SECOND FLOOR PLAN
(TOWER No. 4 NOT USED)

LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
23. Feb. 2023

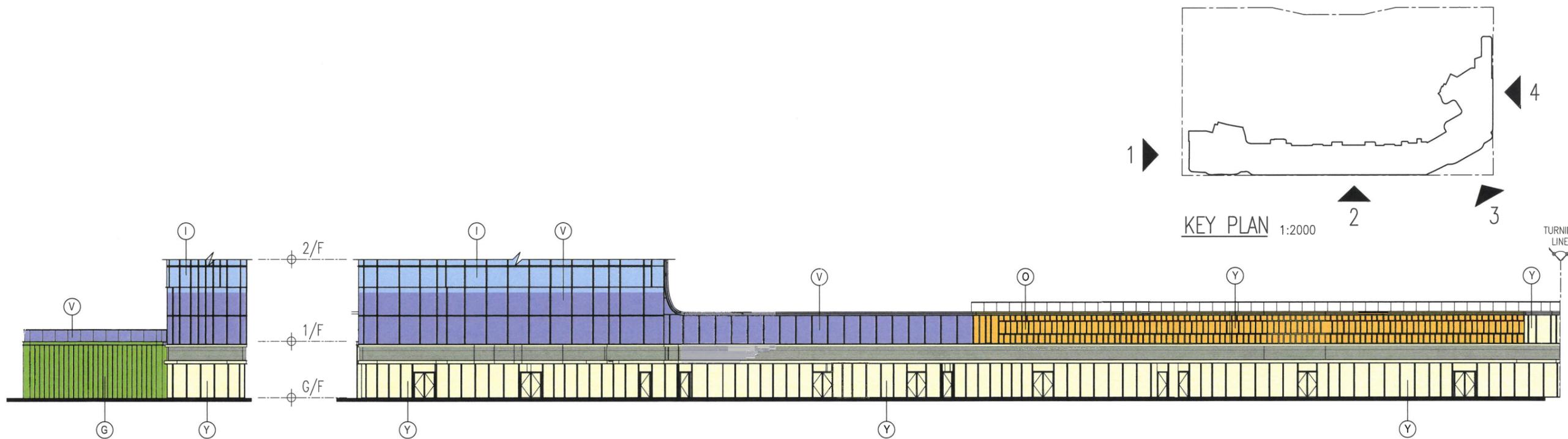
FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS



18th Floor, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong
T 852-2803 9888 F 852-2513 1728 www.wongtung.com

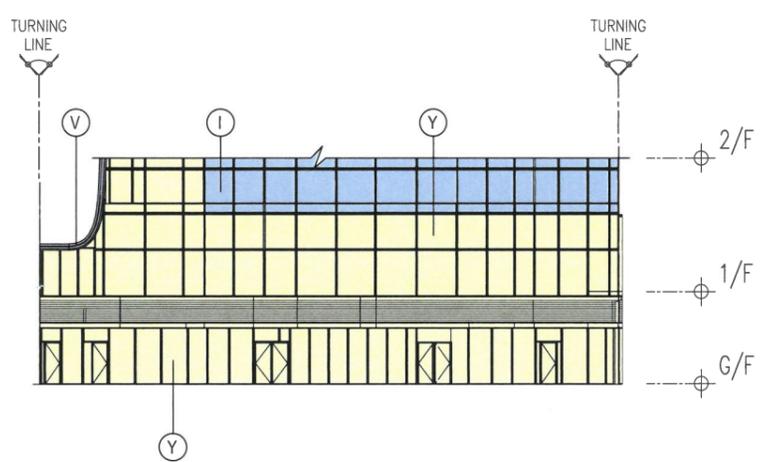
| | | |
|---|------------------------|-----------------|
| PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-007 | REV. NO. 06 |
| TITLE: SECOND FLOOR PLAN | DATE: Feb. 2023 | SCALE: 1:400 |



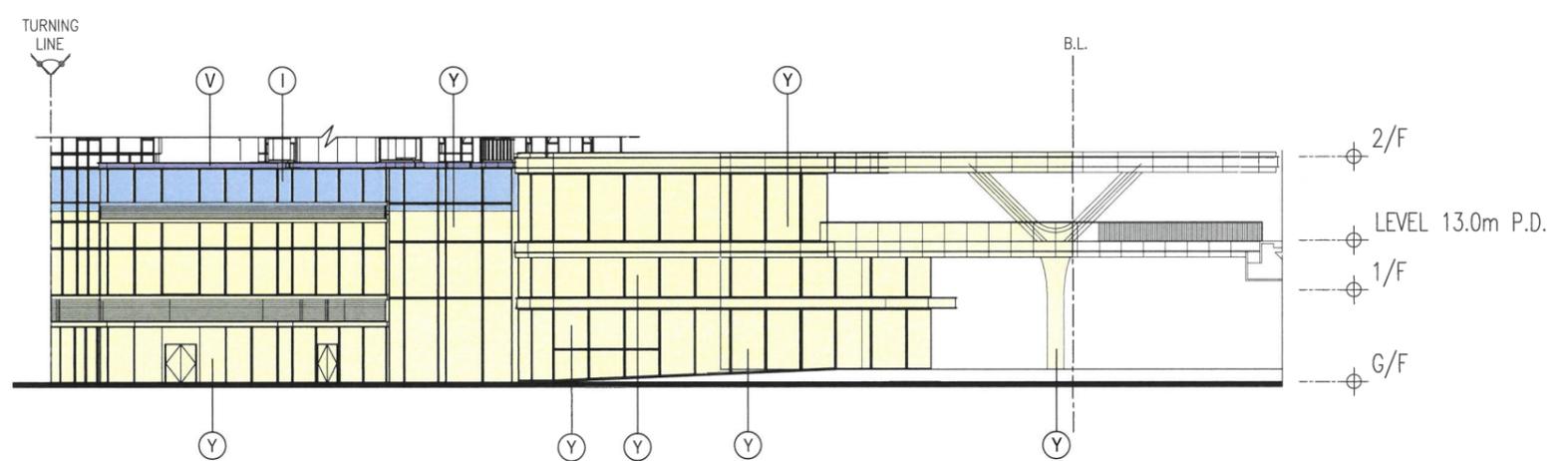
- LEGENDS:**
- I RESIDENTIAL TOWERS COMMON AREAS (INDIGO)
 - V RESIDENTIAL COMMON AREAS AND FACILITIES (VIOLET)
 - O RESIDENTIAL CAR PARK COMMON AREAS AND FACILITIES (ORANGE)
 - Y COMMERCIAL ACCOMMODATION (YELLOW)
 - G DEVELOPMENT COMMON AREAS AND FACILITIES (GREEN)

PODIUM RETAIL ELEVATION 1

PODIUM RETAIL ELEVATION 2



PODIUM RETAIL ELEVATION 3



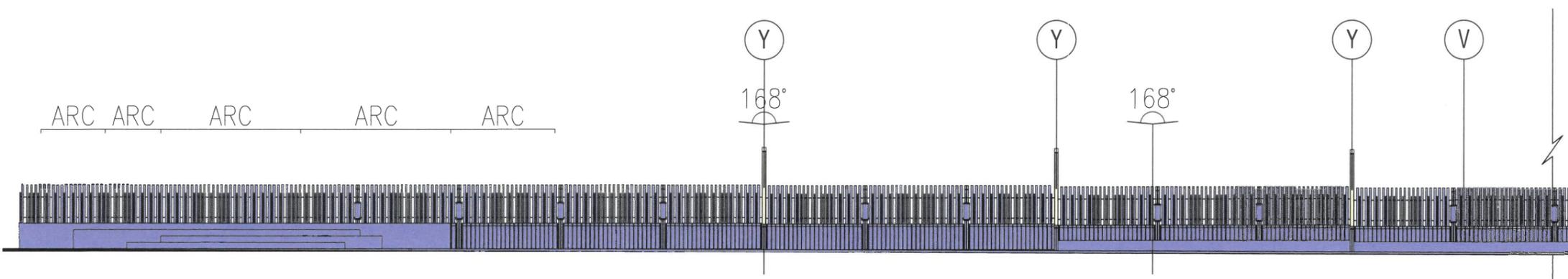
PODIUM RETAIL ELEVATION 4

I hereby certify the accuracy of this plan.

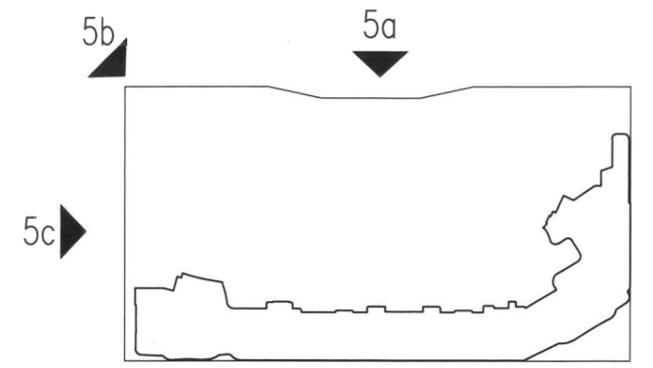
LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

FOR IDENTIFICATION PURPOSE ONLY

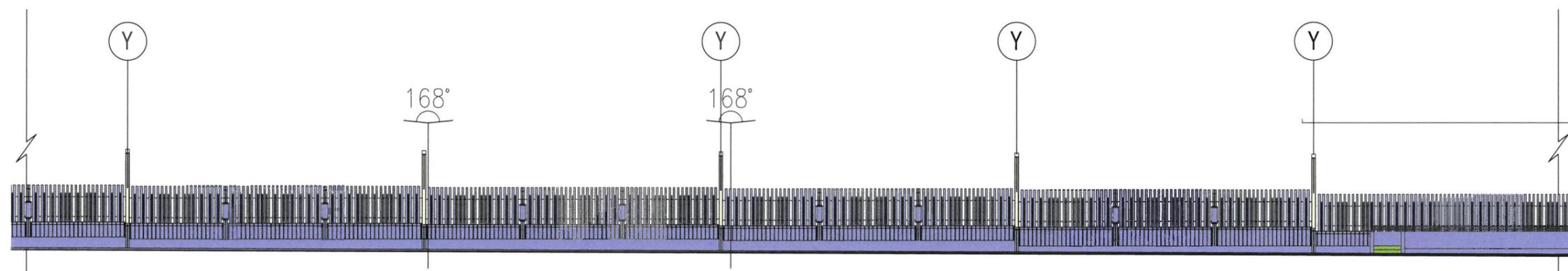
| | | | |
|--|--|--------------------------------|------------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18th Floor, 14 Tai Kok Wan Road, Tai Koo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-007a | REV. NO. 05 |
| | TITLE: PODIUM RETAIL ELEVATIONS | DATE: Jan. 2022 | SCALE: 1:400 |



PODIUM RETAIL ELEVATION 5a

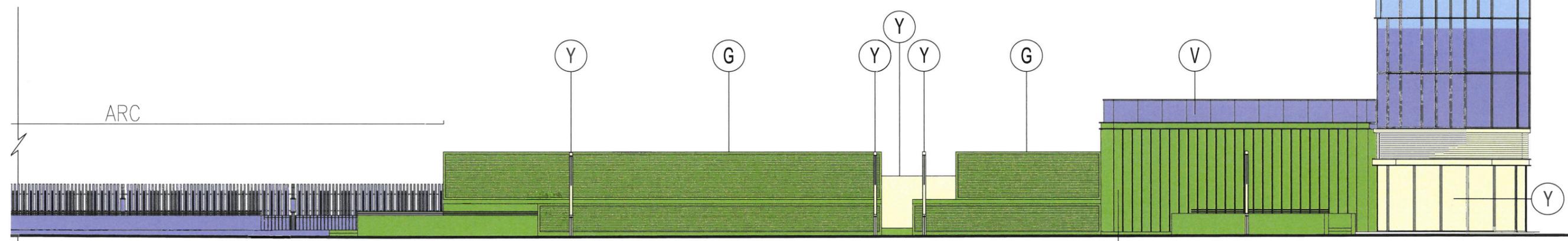


KEY PLAN 1:2000



PODIUM RETAIL ELEVATION 5b

- LEGENDS:
- V RESIDENTIAL COMMON AREAS AND FACILITIES (VIOLET)
 - Y COMMERCIAL ACCOMMODATION (YELLOW)
 - G DEVELOPMENT COMMON AREAS AND FACILITIES (GREEN)
 - I RESIDENTIAL TOWERS COMMON AREAS (INDIGO)



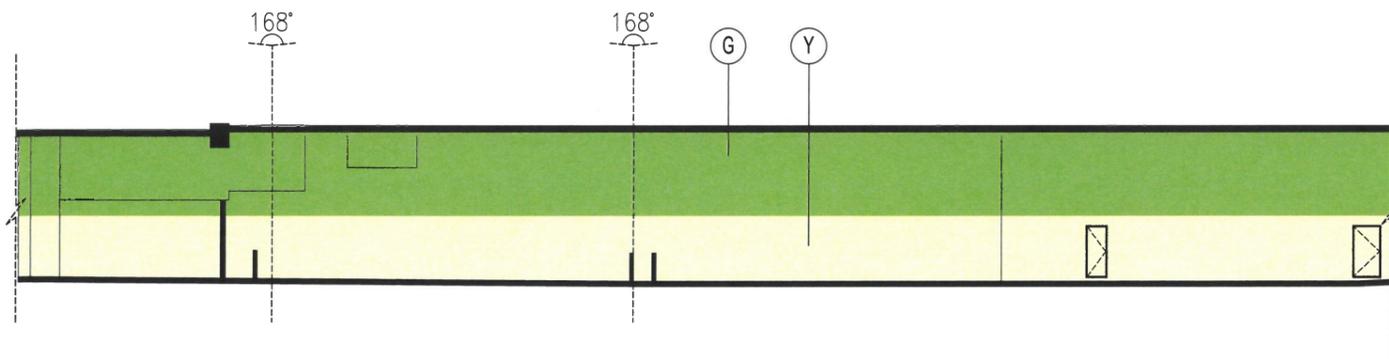
PODIUM RETAIL ELEVATION 5c

I hereby certify the accuracy of this plan.

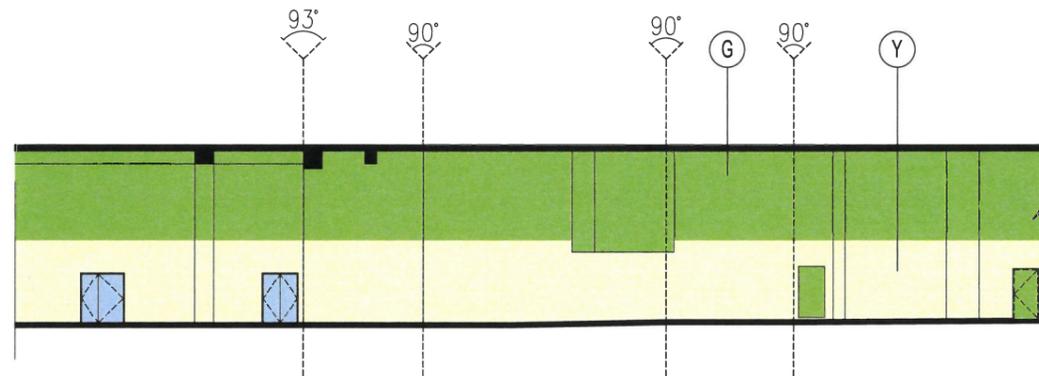
[Signature]
LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

FOR IDENTIFICATION PURPOSE ONLY

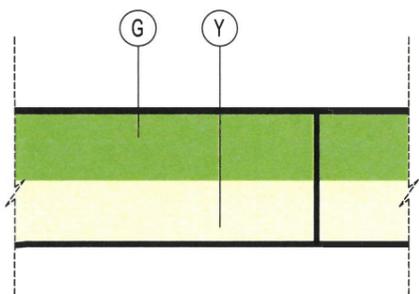
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|---|--|--------------------------------|------------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 TaiKoo Wan Road, TaiKoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-007b | REV. NO. 02 |
| | TITLE: ELEVATIONS | DATE: Jan. 2022 | SCALE: 1:200 |



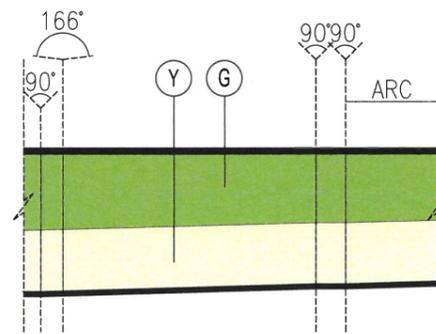
B1 RETAIL ELEVATION 1A



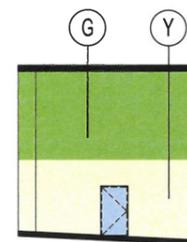
B1 RETAIL ELEVATION 1B



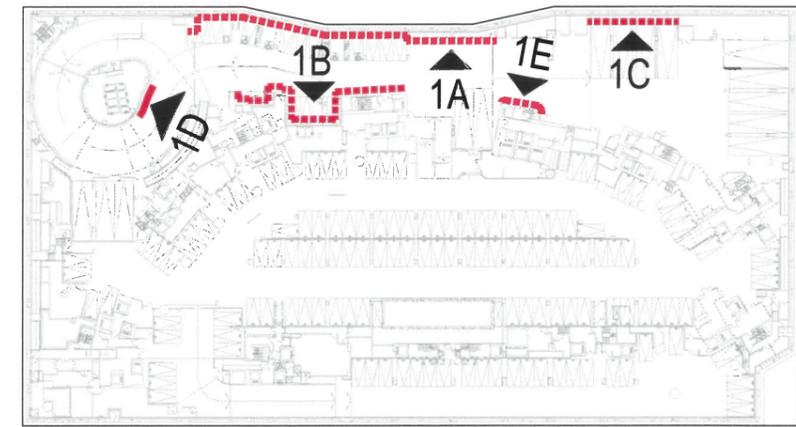
B1 RETAIL ELEVATION 1C



B1 RETAIL ELEVATION 1D



B1 RETAIL ELEVATION 1E



B1 KEY PLAN 1:1200

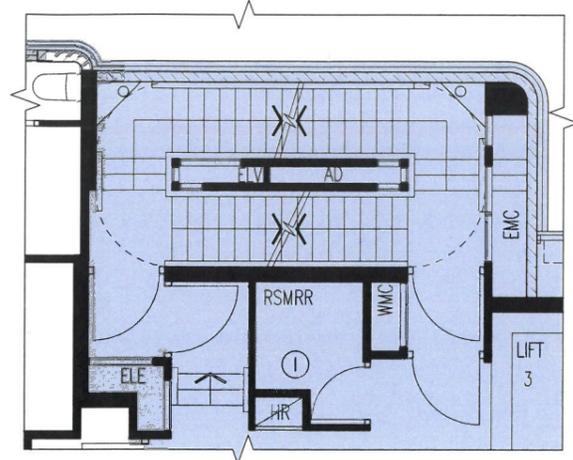
- LEGENDS:
- Y COMMERCIAL ACCOMMODATION (YELLOW)
 - G DEVELOPMENT COMMON AREAS AND FACILITIES (GREEN)

I hereby certify the accuracy of this plan.

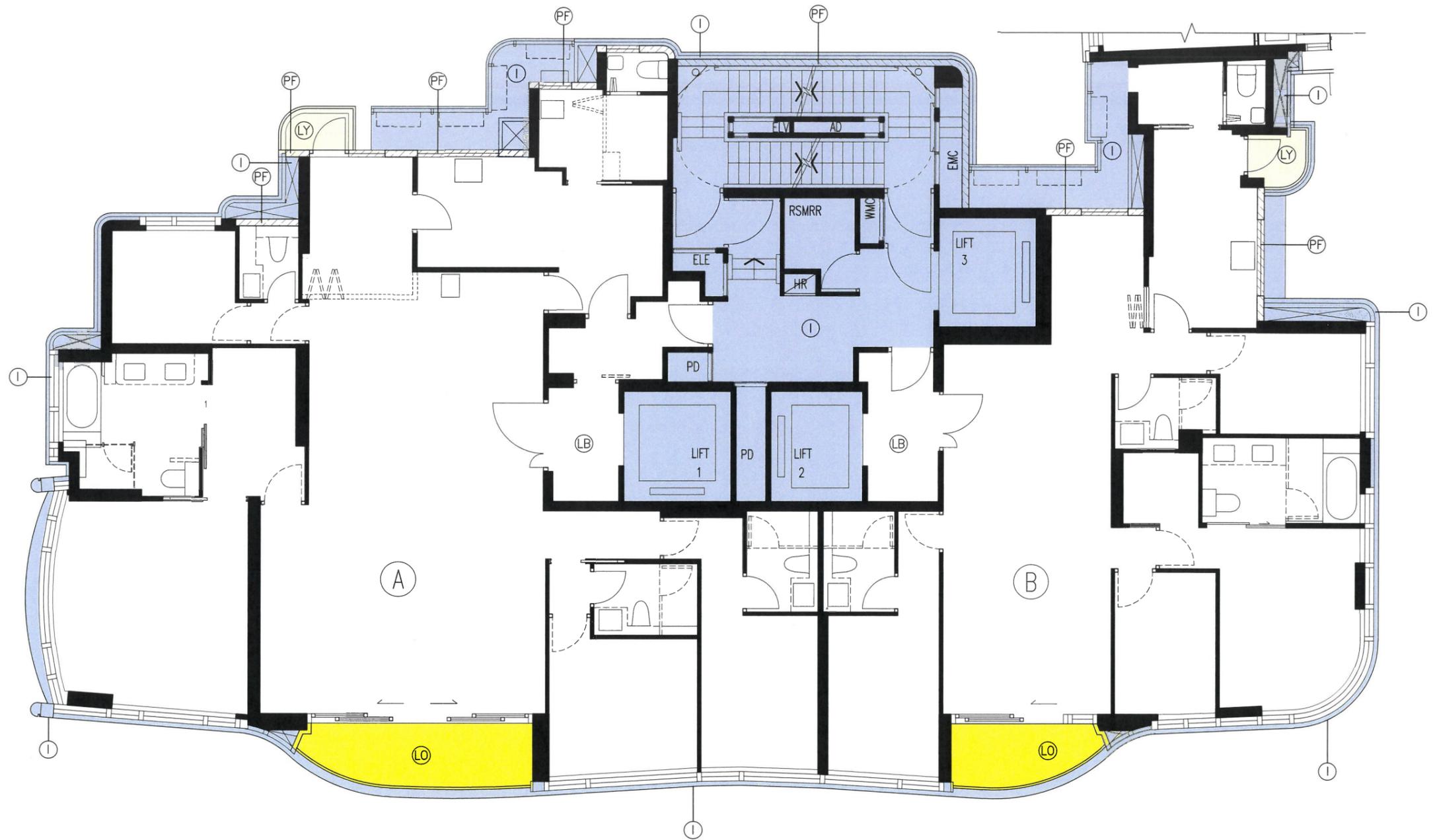
LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

FOR IDENTIFICATION
PURPOSE ONLY

| | | | | |
|--|--|--|---------------------------|------------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | | DRAWING NO. DMC-007c | REV. NO. 01 |
| | TITLE: ELEVATIONS | | DATE: Jan. 2022 | SCALE: 1:300 |



TOWER 1 2/F PART PLAN



TOWER 1 2/F TO 6/F (LOW ZONE) PLAN

(4 STOREYS)
(FLOOR No. 4 NOT USED.)

LEGENDS:

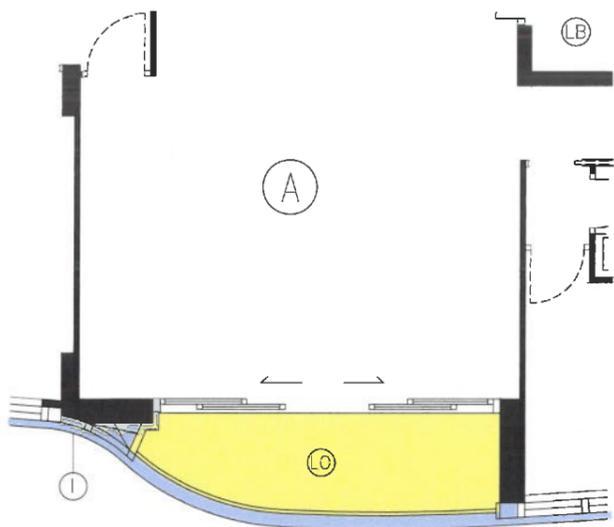
- ① RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- LO BALCONY (LIGHT ORANGE)
- LY UTILITY PLATFORM (LIGHT YELLOW)
- LB PRIVATE LIFT LOBBY
- PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)
- PF PREFABRICATED EXTERNAL WALL

I hereby certify the accuracy of this plan.

LAM Wai Sang
LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

FOR IDENTIFICATION PURPOSE ONLY

| | | | |
|---|--|-------------------------------|-----------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>19th Floor, 14 Tai Kok Wan Road, Tai Kok Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-008 | REV. NO. 05 |
| | TITLE: TOWER 1 2/F TO 6/F (LOW ZONE) PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 1
21/F-25/F PART PLAN

CW EDGE AT 25/F
CW EDGE AT 23/F
CW EDGE AT 22/F

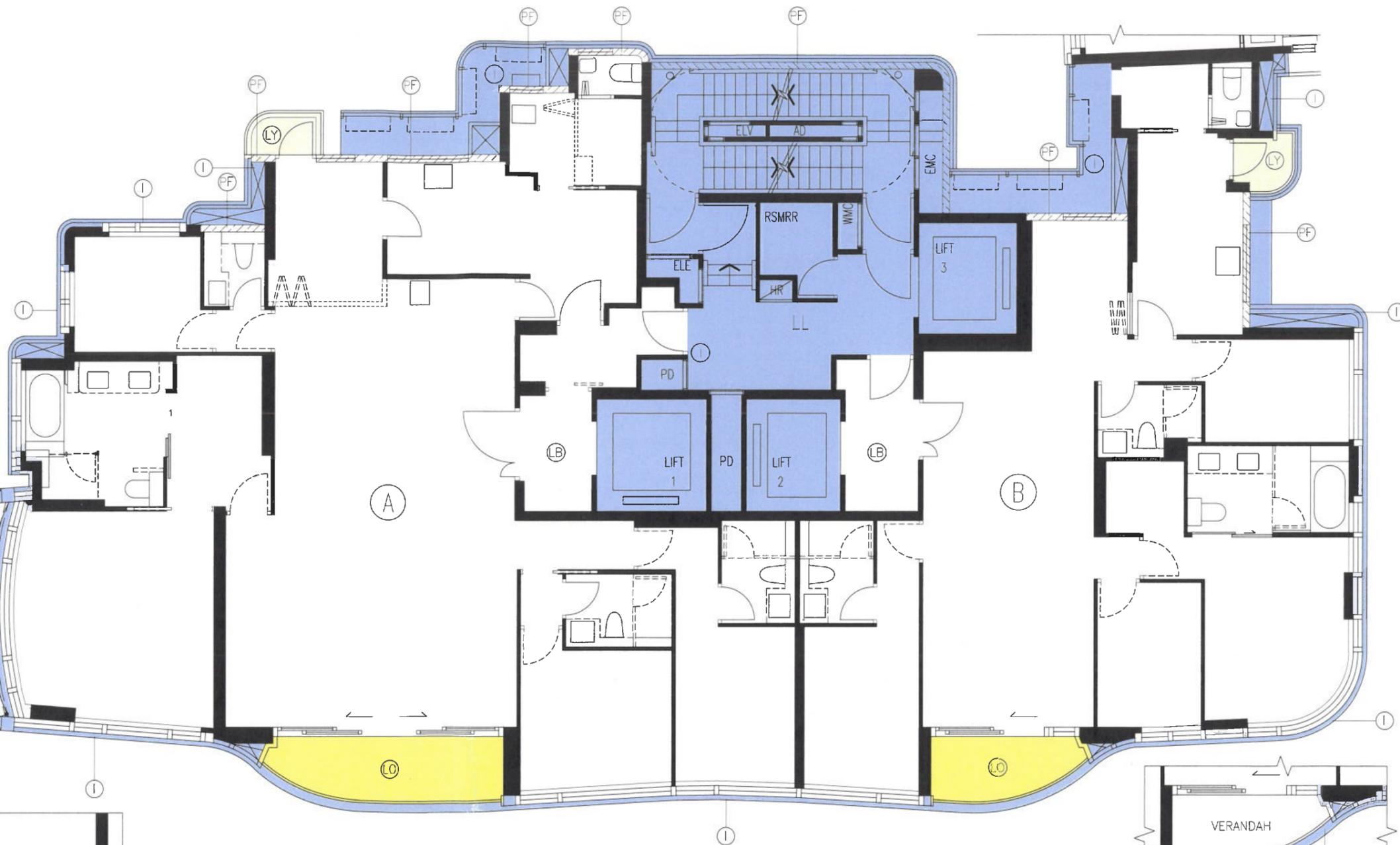
CW EDGE AT 21/F
CW EDGE AT 20/F
CW EDGE AT 19/F
CW EDGE AT 18/F
CW EDGE AT 17/F
CW EDGE AT 16/F
CW EDGE AT 15/F
CW EDGE AT 12/F
CW EDGE AT 11/F
CW EDGE AT 10/F
CW EDGE AT 9/F
CW EDGE AT 8/F

LEGENDS:

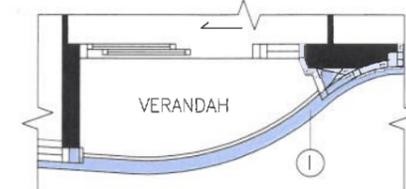
- RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- BALCONY (LIGHT ORANGE)
- UTILITY PLATFORM (LIGHT YELLOW)
- PRIVATE LIFT LOBBY
- RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)
- PREFABRICATED EXTERNAL WALL

TOWER 1
7/F PART PLAN

TOWER 1
8/F PART PLAN



TOWER 1 7/F - 21/F, 23/F & 25/F (HIGH ZONE) PLAN
(15 STOREYS)
(FLOOR No.13, 14, 24 NOT USED.)



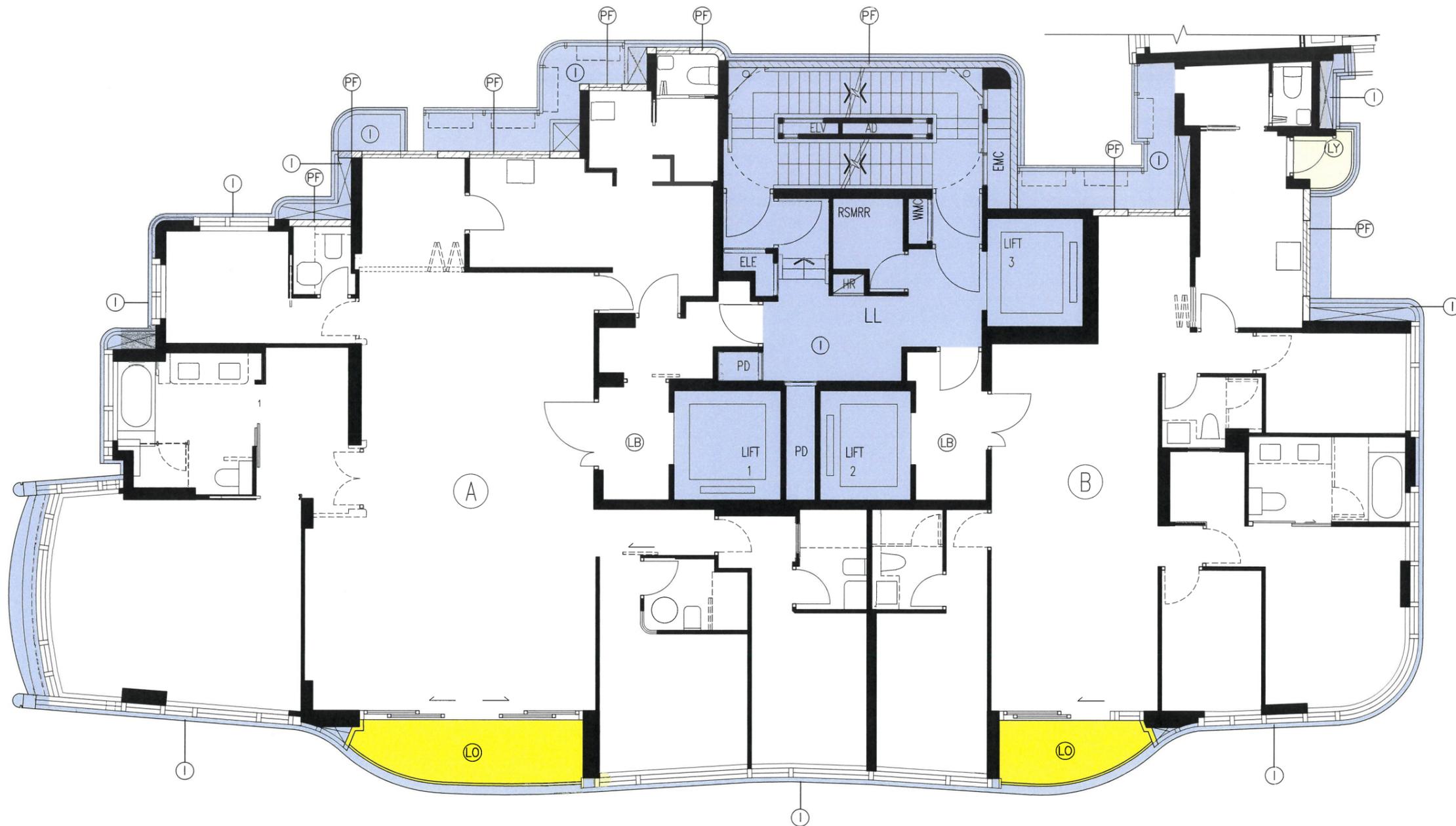
TOWER 1
25/F PART PLAN

I hereby certify the accuracy of this plan.

LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
28.Jun. 2023

FOR IDENTIFICATION
PURPOSE ONLY

| | | | |
|---|---|------------------------|-----------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS 12th Floor, 14 TaiKoo Wan Road, TaiKoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-009 | REV. NO. 06 |
| | TITLE: TOWER 1 7/F TO 25/F (HIGH ZONE) PLAN | DATE: Jun. 2023 | SCALE: 1:100 |



TOWER 1 22/F (HIGH ZONE) PLAN

LEGENDS:

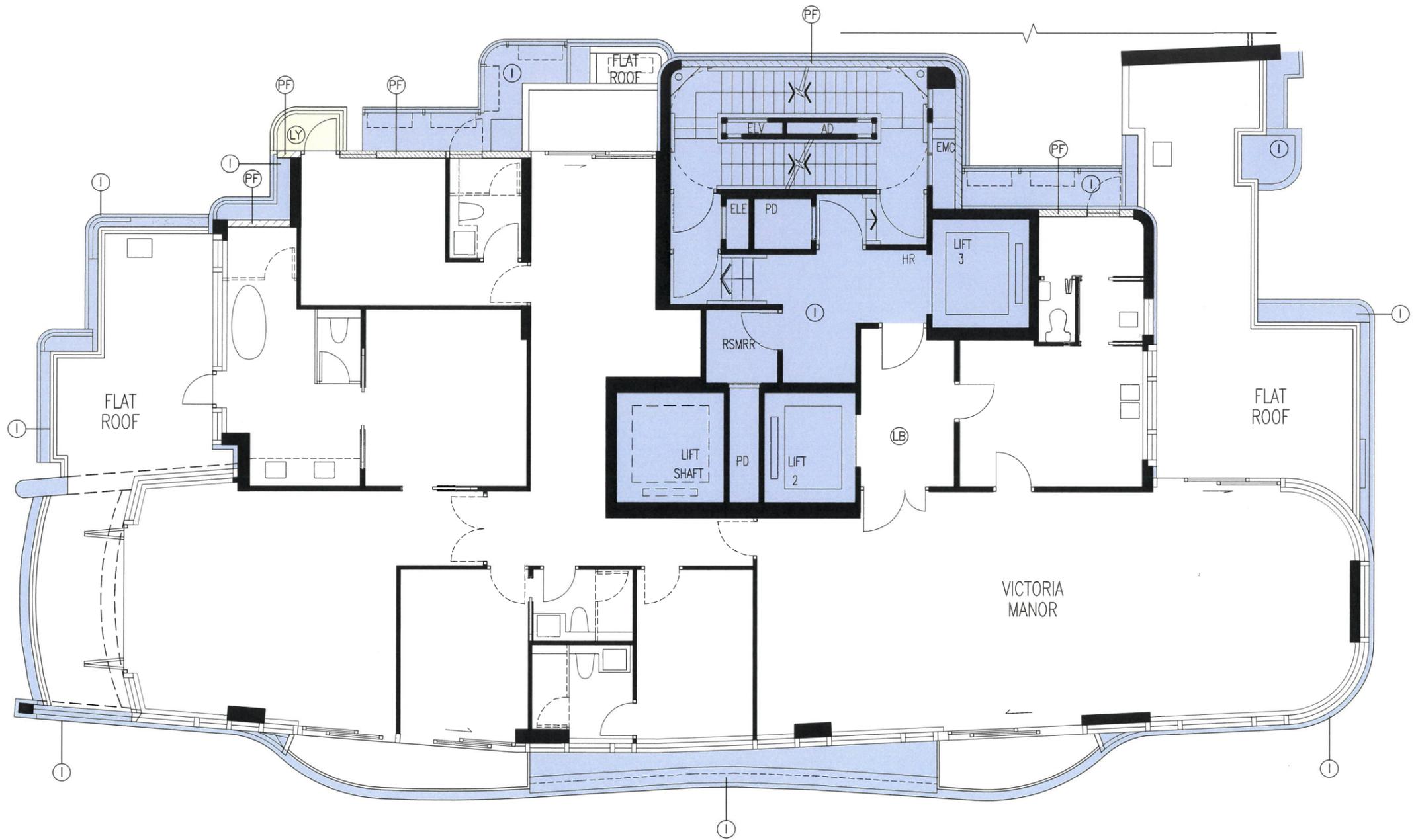
- I RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- LO BALCONY (LIGHT ORANGE)
- LY UTILITY PLATFORM (LIGHT YELLOW)
- LB PRIVATE LIFT LOBBY
- PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)
- PF PREFABRICATED EXTERNAL WALL

I hereby certify the accuracy of this plan.

LAM Wai Sang
LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

FOR IDENTIFICATION
 PURPOSE ONLY

| | | | |
|--|--|--------------------------------|-----------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18th Floor, 14 Talkoo Wan Road, Talkoo Shing, Hong Kong T 852-2903 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-009a | REV. NO. 05 |
| | TITLE: TOWER 1 22/F (HIGH ZONE) PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 1 26/F VICTORIA MANOR PLAN (SIMPLEX)

LEGENDS:

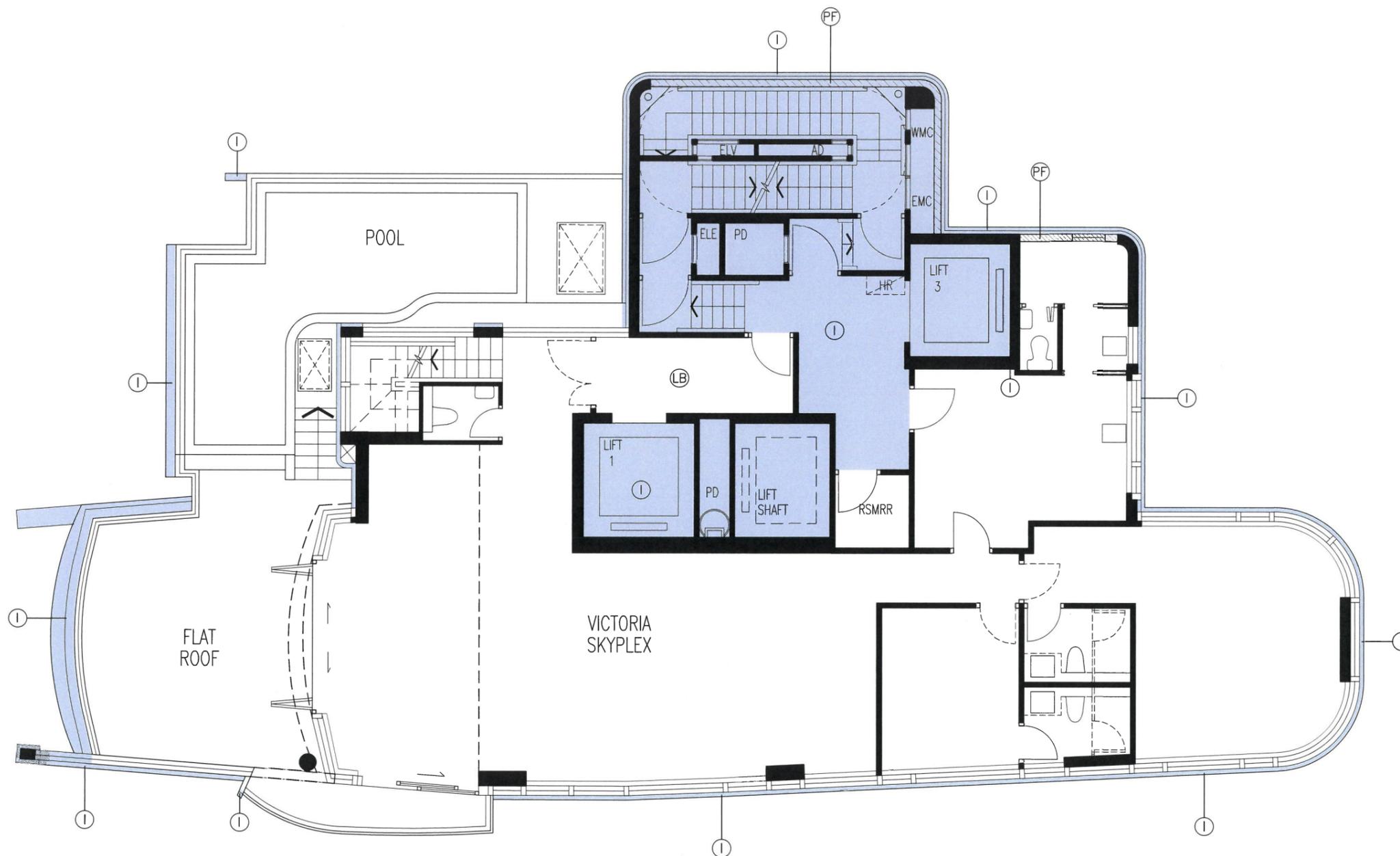
- I RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- LB PRIVATE LIFT LOBBY
- PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)
- PF PREFABRICATED EXTERNAL WALL
- LY UTILITY PLATFORM (LIGHT YELLOW)

I hereby certify the accuracy of this plan.

LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

FOR IDENTIFICATION PURPOSE ONLY

| | | | |
|---|--|-------------------------------|-----------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>19th Floor, 14 Takoo Wan Road, Takoo Shing, Hong Kong T 852-2603 9886 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-010 | REV. NO. 05 |
| | TITLE: TOWER 1 26/F PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 1 27/F VICTORIA SKYPLEX PLAN (LOWER DUPLEX)

LEGENDS:

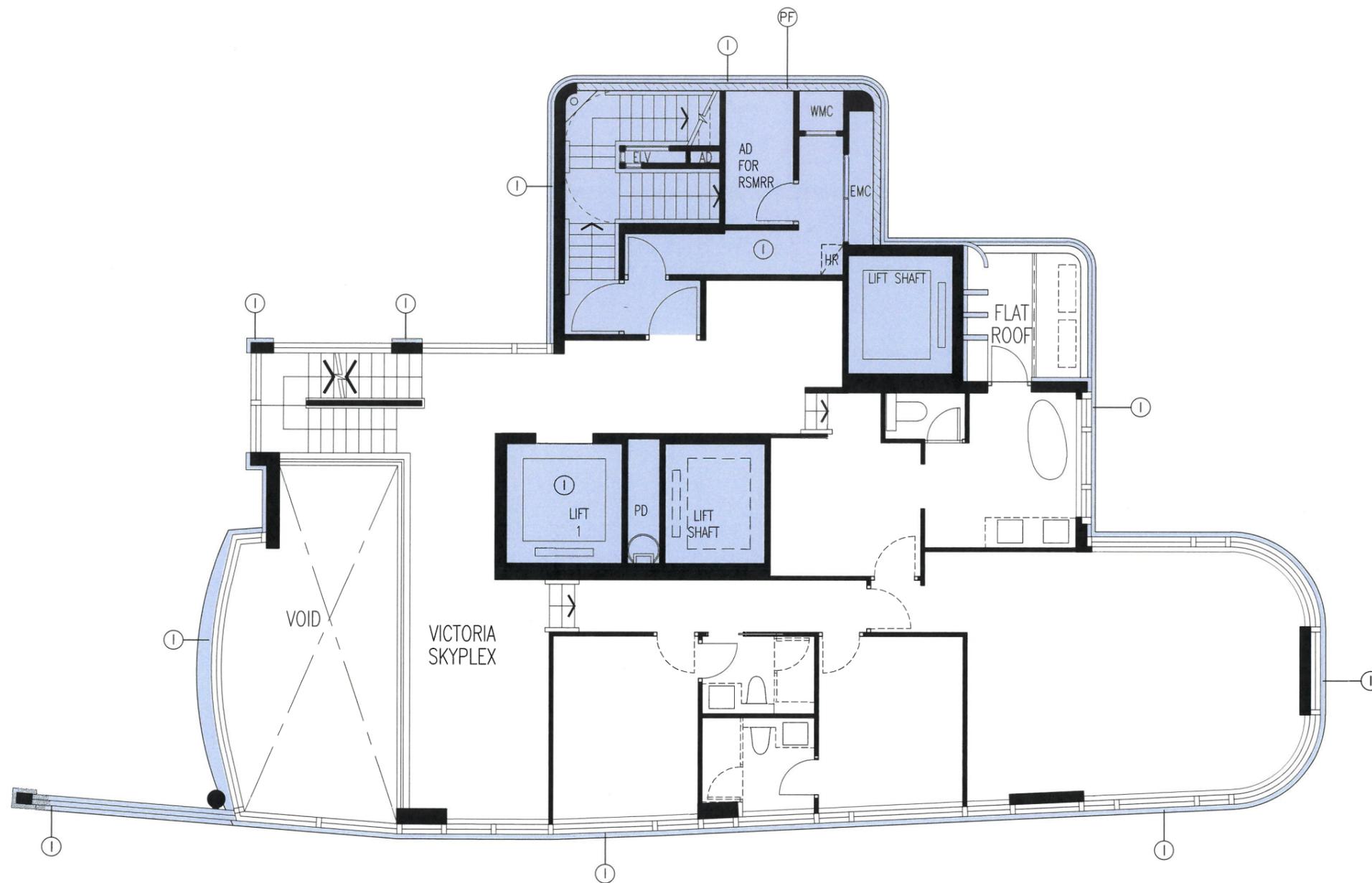
- 1 RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- LB PRIVATE LIFT LOBBY
- PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)
- PF PREFABRICATED EXTERNAL WALL

I hereby certify the accuracy of this plan.

LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

FOR IDENTIFICATION
PURPOSE ONLY

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|---|--|--|-------------------------------|-----------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>19th Floor, 14 Tai Kok Wan Road, Tai Koo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | | DRAWING NO. DMC-011 | REV. NO. 05 |
| | TITLE: TOWER 1 27/F (LOWER DUPLEX) PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 1 28/F VICTORIA SKYPLEX PLAN (UPPER DUPLEX)

LEGENDS:

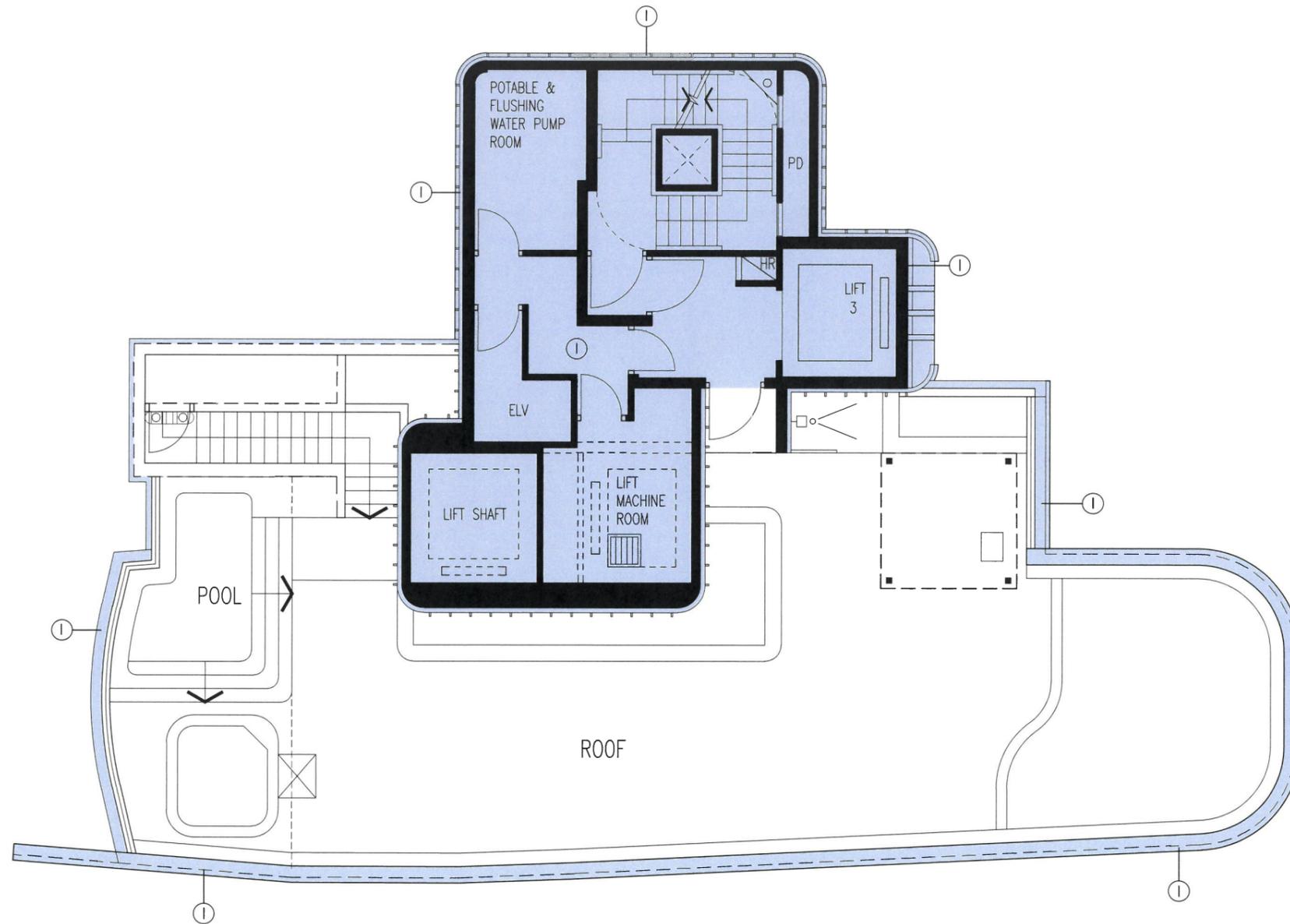
- I RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)

I hereby certify the accuracy of this plan.

LAM Wai Sang
LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

FOR IDENTIFICATION
 PURPOSE ONLY

| | | | | |
|---|---|-----------------|--------------|----------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 Tai Kok Wan Road, Tai Kok Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | | DRAWING NO. | REV. NO. |
| | TITLE: TOWER 1 28/F (UPPER DUPLEX) PLAN | | DMC-012 | 05 |
| | | DATE: Jan. 2023 | SCALE: 1:100 | |

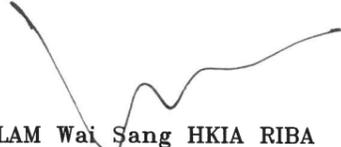


TOWER 1 MAIN ROOF PLAN

LEGENDS:

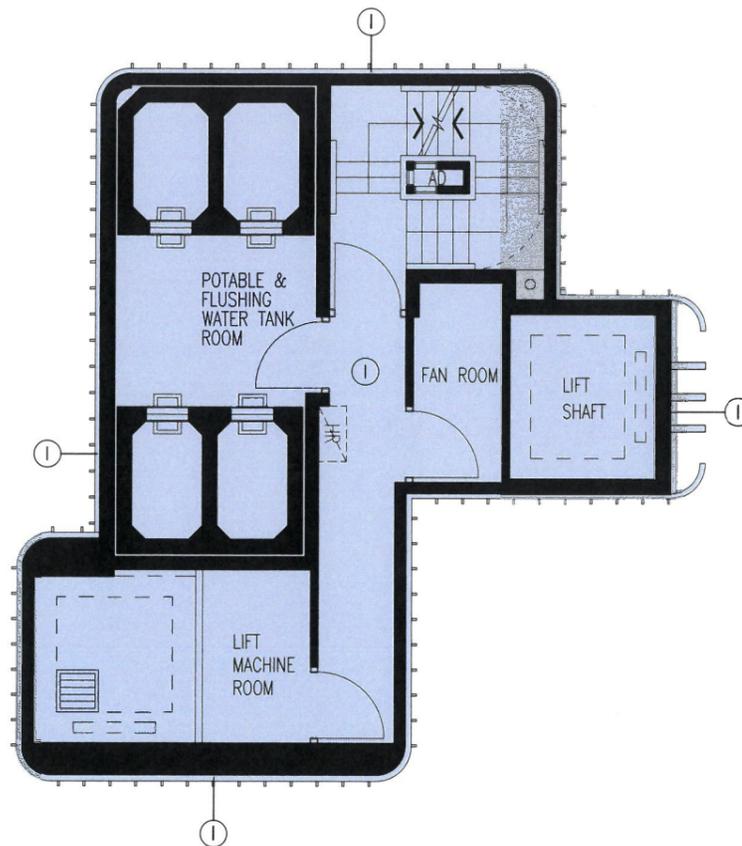
① RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)

I hereby certify the accuracy of this plan.


LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

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|---|--|-------------------------------|------------------------|
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| | TITLE: TOWER 1 MAIN ROOF PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 1 INTERMEDIATE ROOF PLAN

LEGENDS:

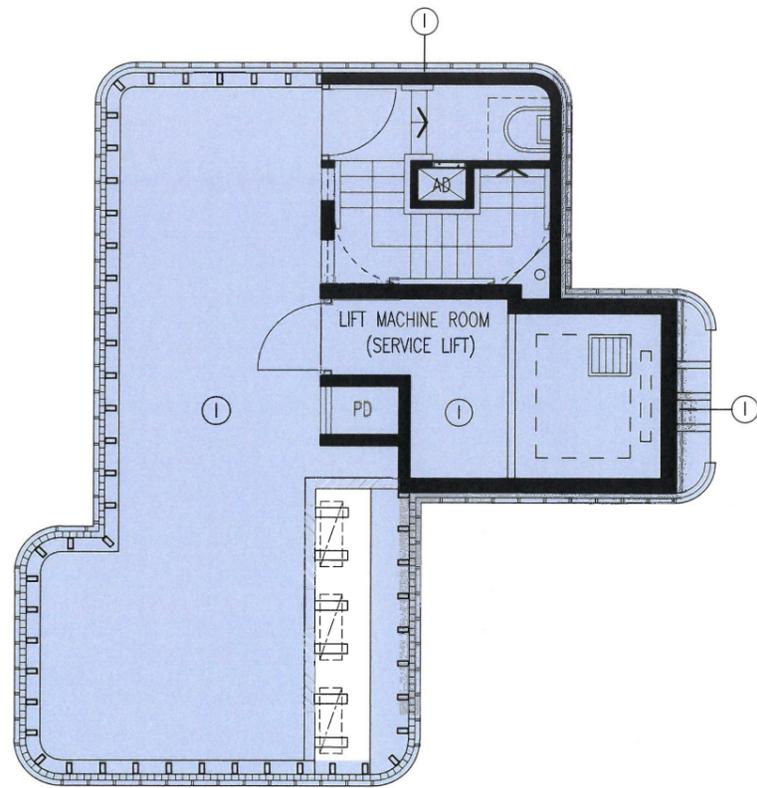
① RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)

I hereby certify the accuracy of this plan.

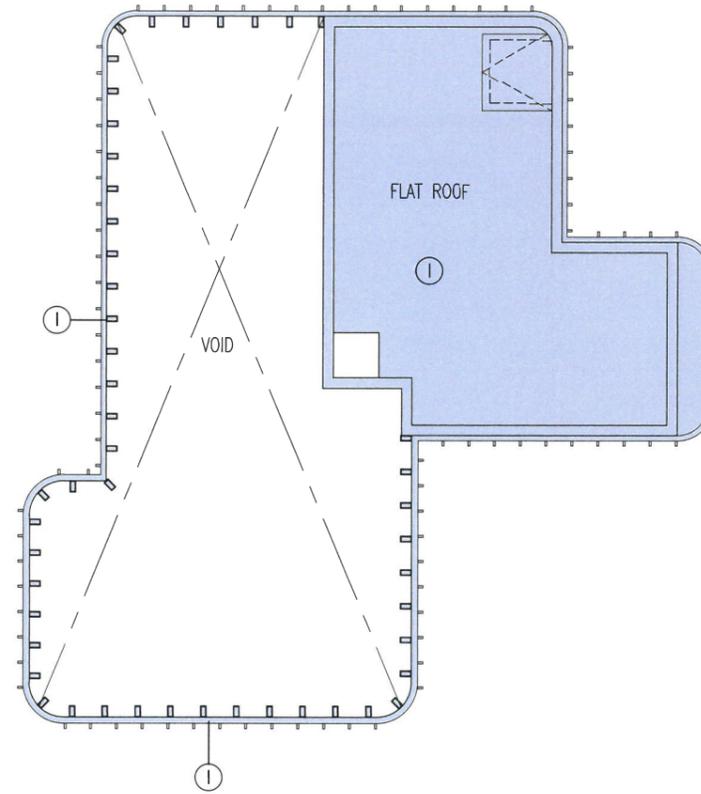
LAM Wai Sang
LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

FOR IDENTIFICATION PURPOSE ONLY

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| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 Tai Kok Wan Road, Tai Kok Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-014 | REV. NO. 05 |
| | TITLE: TOWER 1 INTERMEDIATE ROOF PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 1 UPPER ROOF PLAN



TOWER 1 TOP ROOF PLAN

LEGENDS:

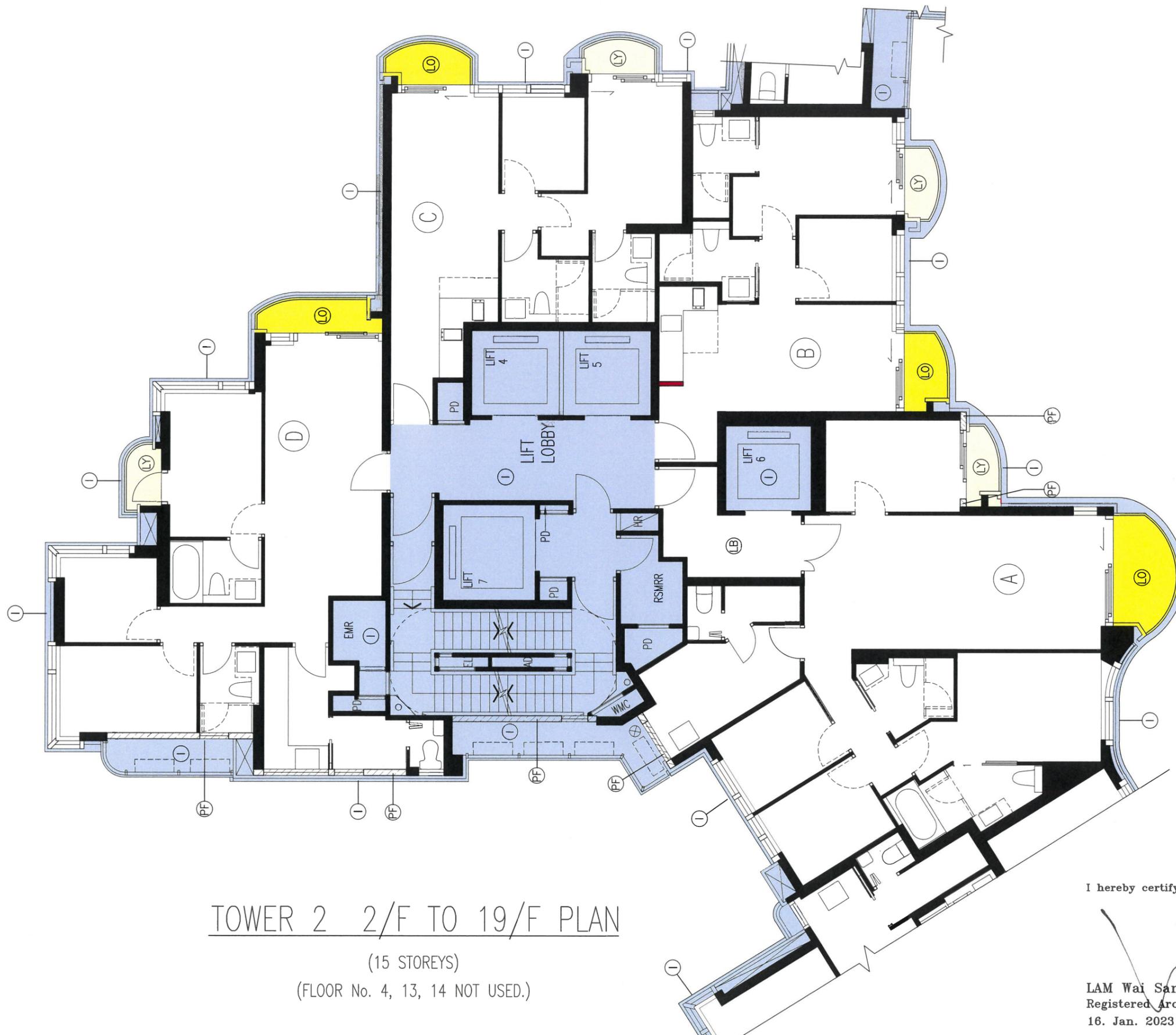
 RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)

I hereby certify the accuracy of this plan.


LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

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 PURPOSE ONLY

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|---|--|--|-------------------------------|------------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 TaiKoo Wan Road, TaiKoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | | DRAWING NO. DMC-015 | REV. NO. 05 |
| | TITLE: TOWER 1 UPPER ROOF & TOP ROOF PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 2 2/F TO 19/F PLAN

(15 STOREYS)
(FLOOR No. 4, 13, 14 NOT USED.)

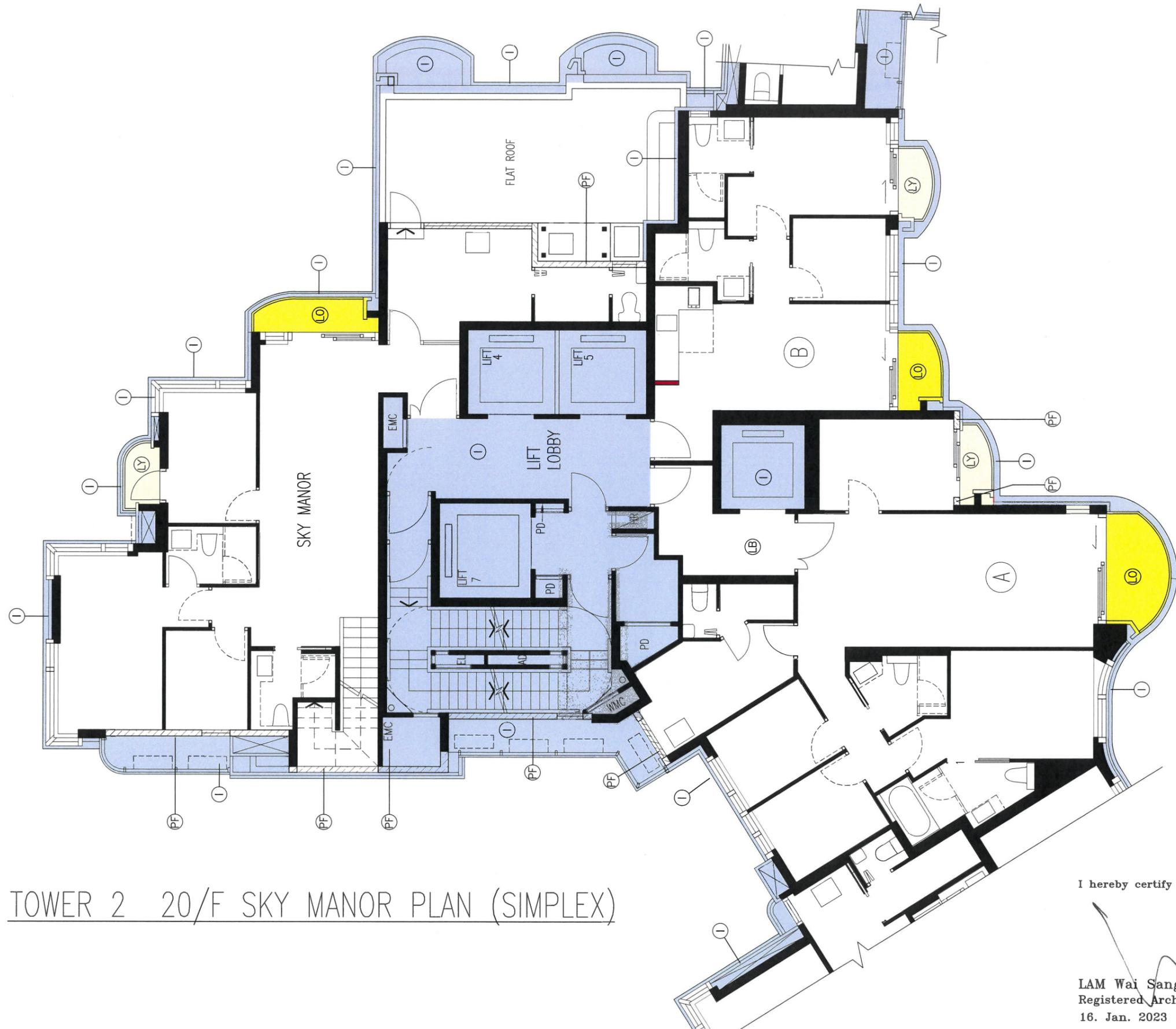
- LEGENDS:**
- RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
 - BALCONY (LIGHT ORANGE)
 - UTILITY PLATFORM (LIGHT YELLOW)
 - PRIVATE LIFT LOBBY
 - RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)
 - PREFABRICATED EXTERNAL WALL
 - FRR WALL

FOR IDENTIFICATION PURPOSE ONLY

I hereby certify the accuracy of this plan.

LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

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|---|---|--|------------------------|----------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18th Floor, 14 Taiikoo Wan Road, Taiikoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | | DRAWING NO. DMC-016 | REV. NO. 05 |
| | TITLE: TOWER 2 2/F TO 19/F PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |



LEGENDS:

- RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- BALCONY (LIGHT ORANGE)
- UTILITY PLATFORM (LIGHT YELLOW)
- PRIVATE LIFT LOBBY
- RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)
- PREFABRICATED EXTERNAL WALL
- FRR WALL

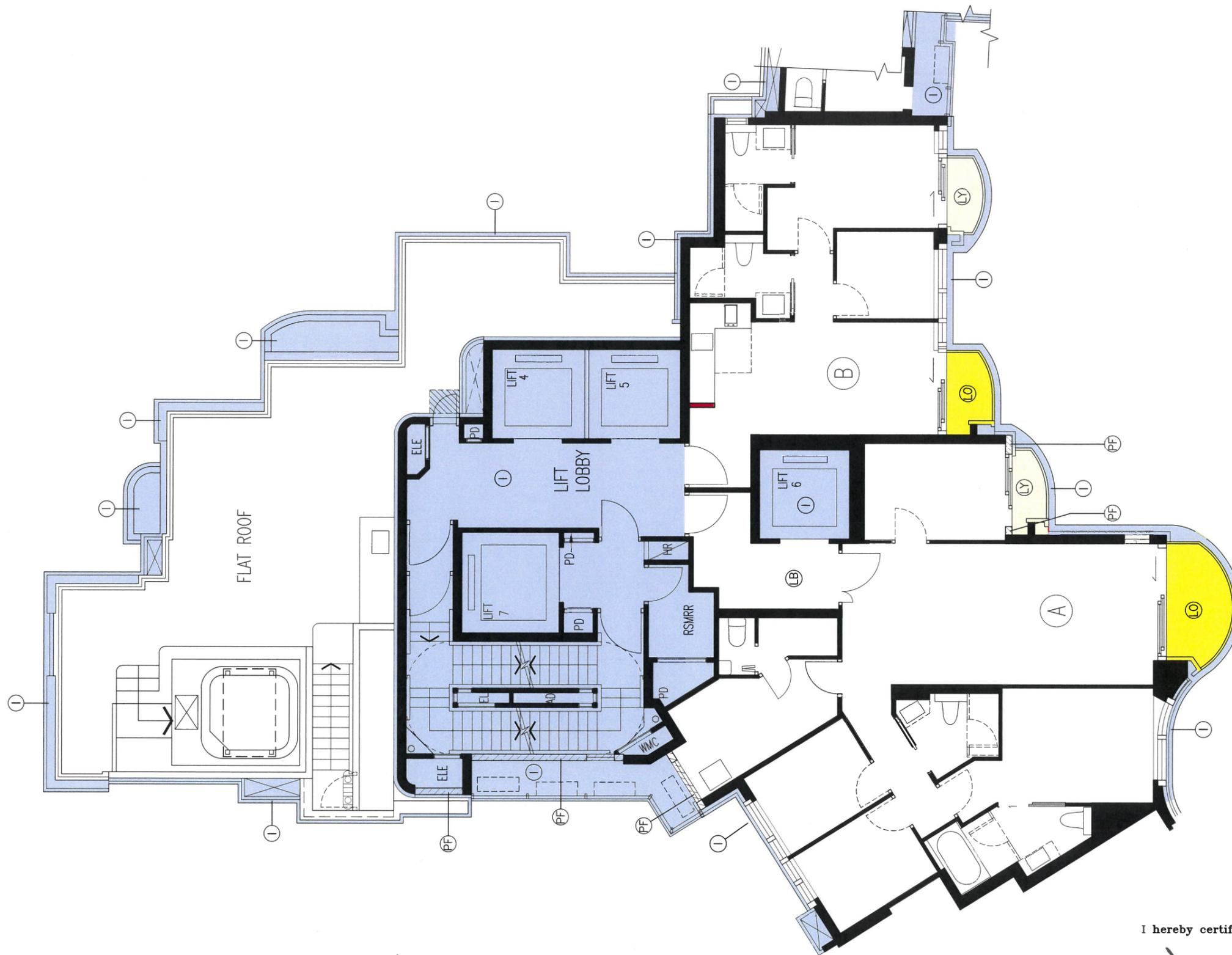
TOWER 2 20/F SKY MANOR PLAN (SIMPLEX)

FOR IDENTIFICATION PURPOSE ONLY

I hereby certify the accuracy of this plan.

LAM Wai Sang
LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

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|--|---|------------------------|----------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18th Floor, 14 Taiikoo Wan Road, Taiikoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-017 | REV. NO. 05 |
| | TITLE: TOWER 2 20/F (SIMPLEX) PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 2 21/F PLAN

LEGENDS:

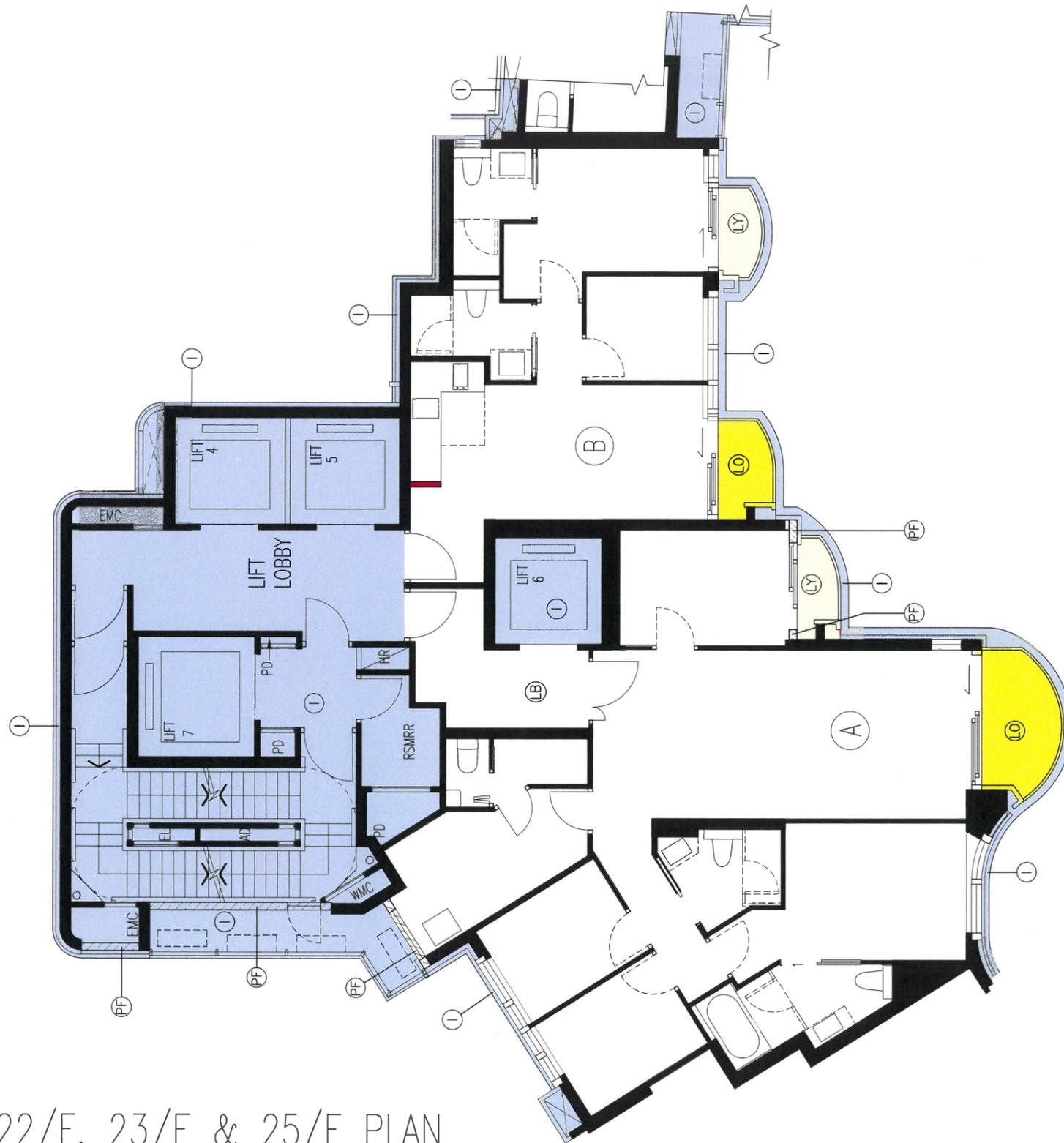
- ① RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- ⓪ BALCONY (LIGHT ORANGE)
- Ⓛ UTILITY PLATFORM (LIGHT YELLOW)
- Ⓛ PRIVATE LIFT LOBBY
- PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)
- PF PREFABRICATED EXTERNAL WALL
- FRR WALL

FOR IDENTIFICATION PURPOSE ONLY

I hereby certify the accuracy of this plan.

LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

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|---|---|------------------------|----------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>19th Floor, 14 Tai Kok Wan Road, Tai Kok Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-018 | REV. NO. 05 |
| | TITLE: TOWER 2 21/F PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 2 22/F, 23/F & 25/F PLAN

LEGENDS:

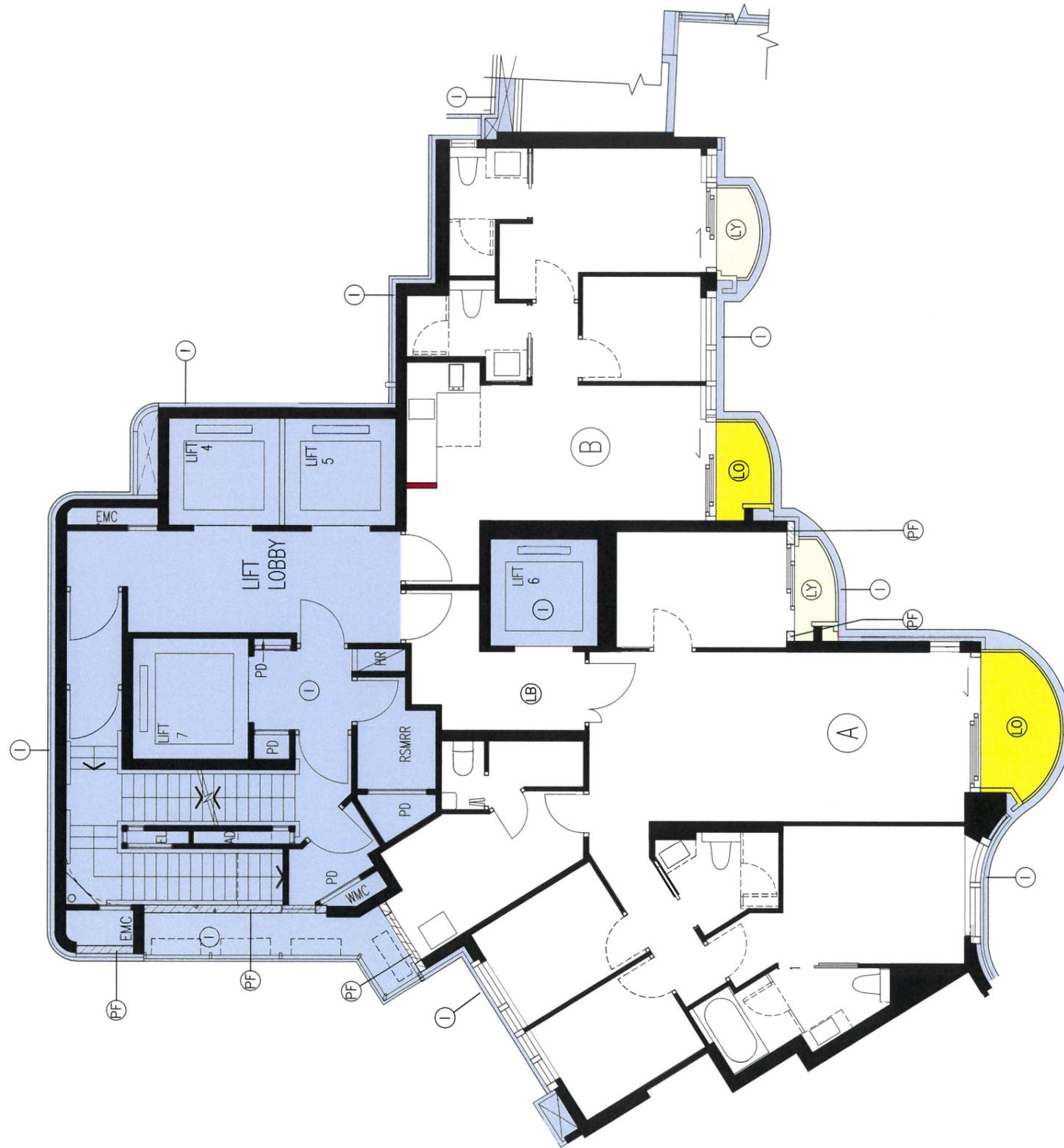
- I RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- LO BALCONY (LIGHT ORANGE)
- LY UTILITY PLATFORM (LIGHT YELLOW)
- LB PRIVATE LIFT LOBBY
- PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)
- PF PREFABRICATED EXTERNAL WALL
- FRR WALL

FOR IDENTIFICATION PURPOSE ONLY

I hereby certify the accuracy of this plan.

LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

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|---|--|-------------------------------|-----------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>19th Floor, 14 Takoo Wan Road, Takoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-019 | REV. NO. 05 |
| | TITLE: TOWER 2 22/F, 23/F & 25/F PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 2 26/F PLAN

LEGENDS:

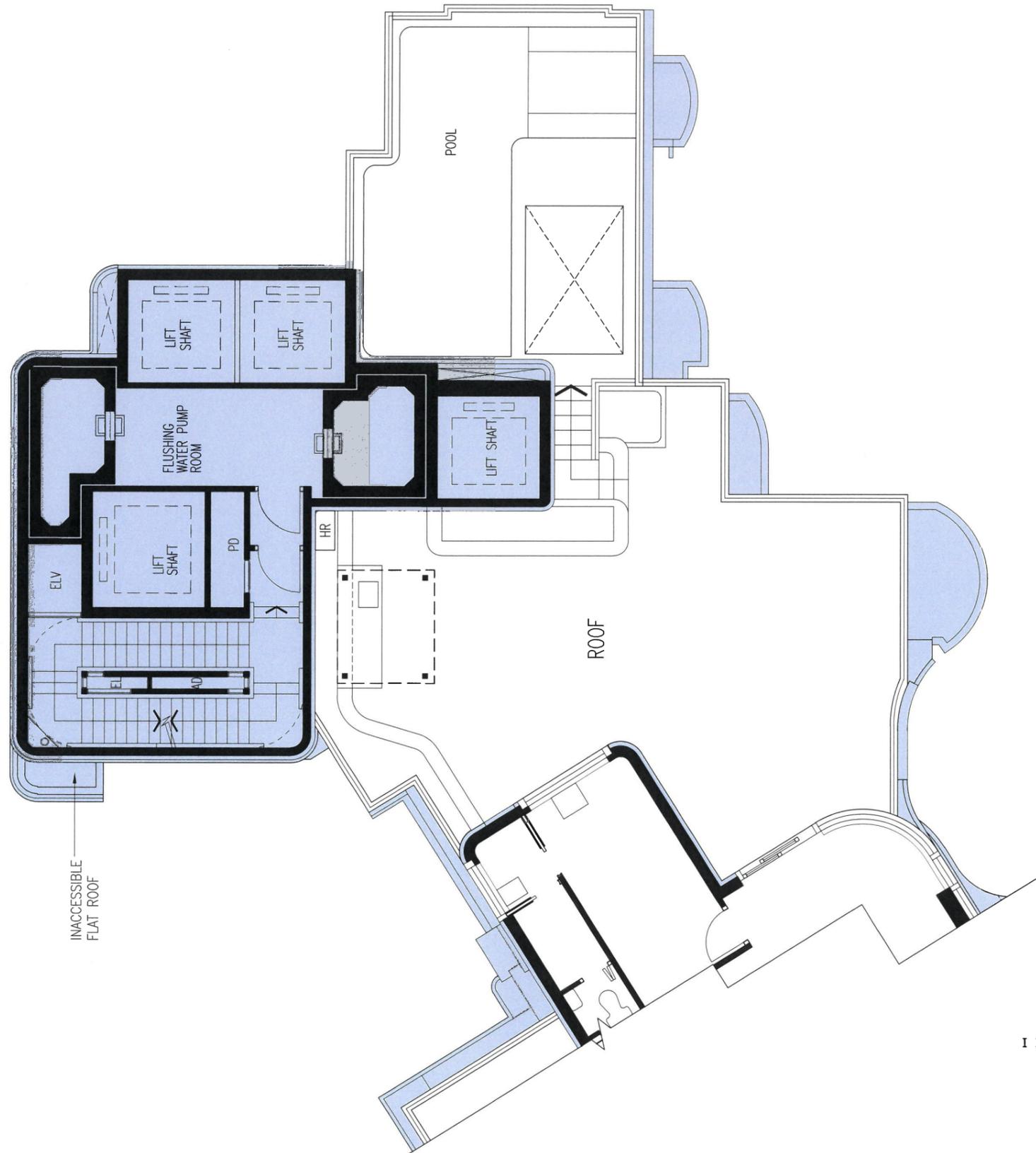
- I RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- LO BALCONY (LIGHT ORANGE)
- LY UTILITY PLATFORM (LIGHT YELLOW)
- LB PRIVATE LIFT LOBBY
- PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)
- PF PREFABRICATED EXTERNAL WALL
- FRR WALL

I hereby certify the accuracy of this plan.

LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

FOR IDENTIFICATION PURPOSE ONLY

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|--|---|--|-------------------------------|-----------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>19th Floor, 14 TaiKoo Wan Road, TaiKoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | | DRAWING NO. DMC-021 | REV. NO. 05 |
| | TITLE: TOWER 2 26/F PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |



LEGENDS:

 RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)

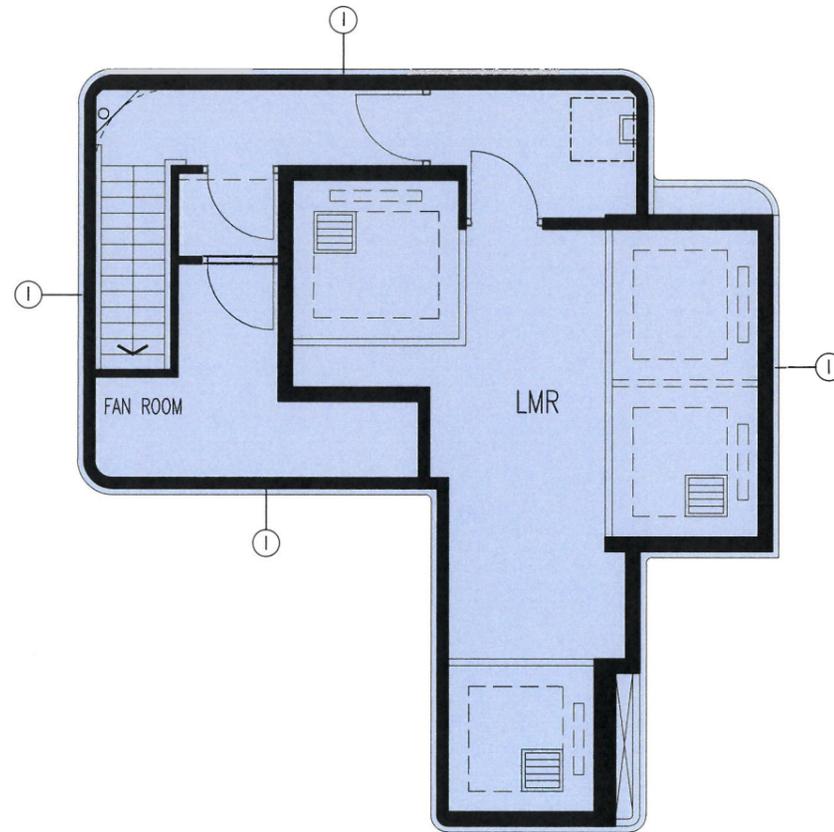
I hereby certify the accuracy of this plan.


LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

TOWER 2 MAIN ROOF PLAN

FOR IDENTIFICATION PURPOSE ONLY

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|---|---|--|-------------------------------|-----------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 Taikeo Wan Road, Taikeo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | | DRAWING NO. DMC-022 | REV. NO. 05 |
| | TITLE: TOWER 2 MAIN ROOF PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 2 INTERMEDIATE ROOF PLAN

LEGENDS:

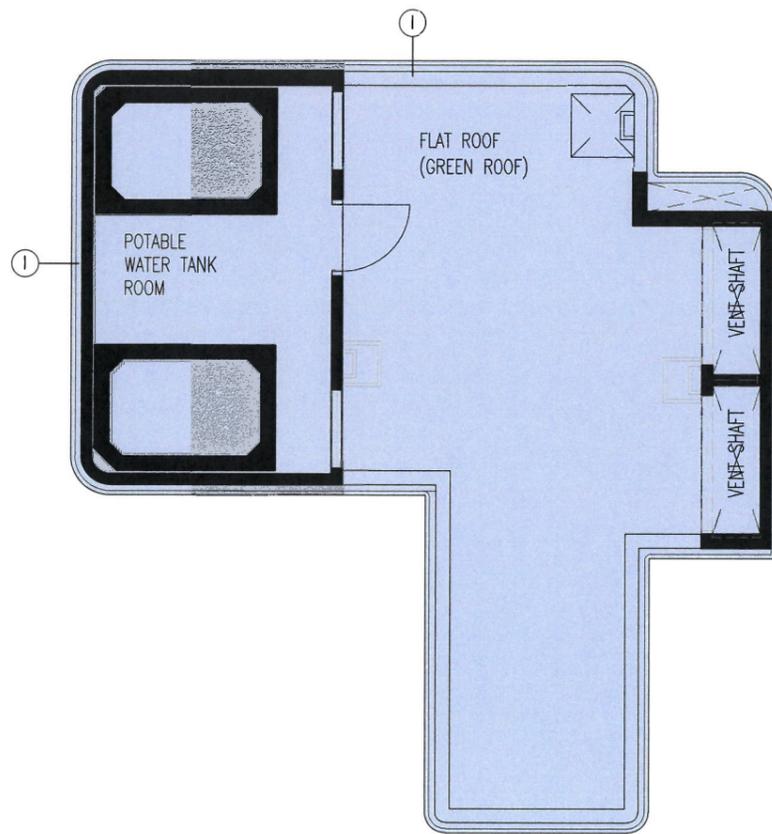
① RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)

I hereby certify the accuracy of this plan.

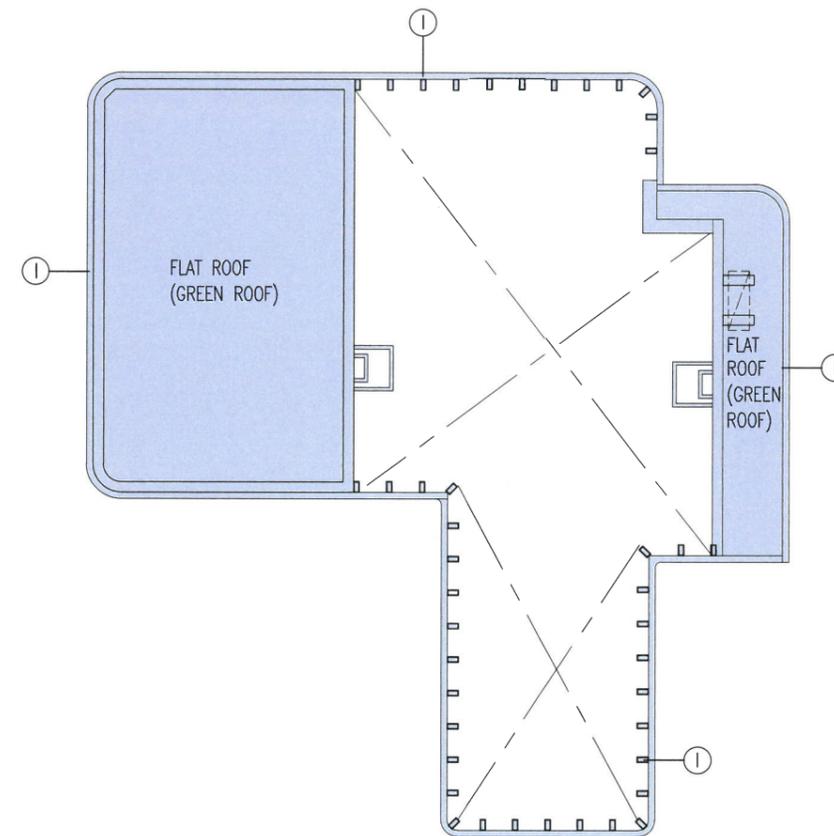
LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

FOR IDENTIFICATION PURPOSE ONLY

| | | | | |
|---|--|--|-------------------------------|-----------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>19th Floor, 14 TaiKoo Wan Road, TaiKoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | | DRAWING NO. DMC-023 | REV. NO. 05 |
| | TITLE: TOWER 2 INTERMEDIATE ROOF PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 2 UPPER ROOF PLAN



TOWER 2 TOP ROOF PLAN

LEGENDS:

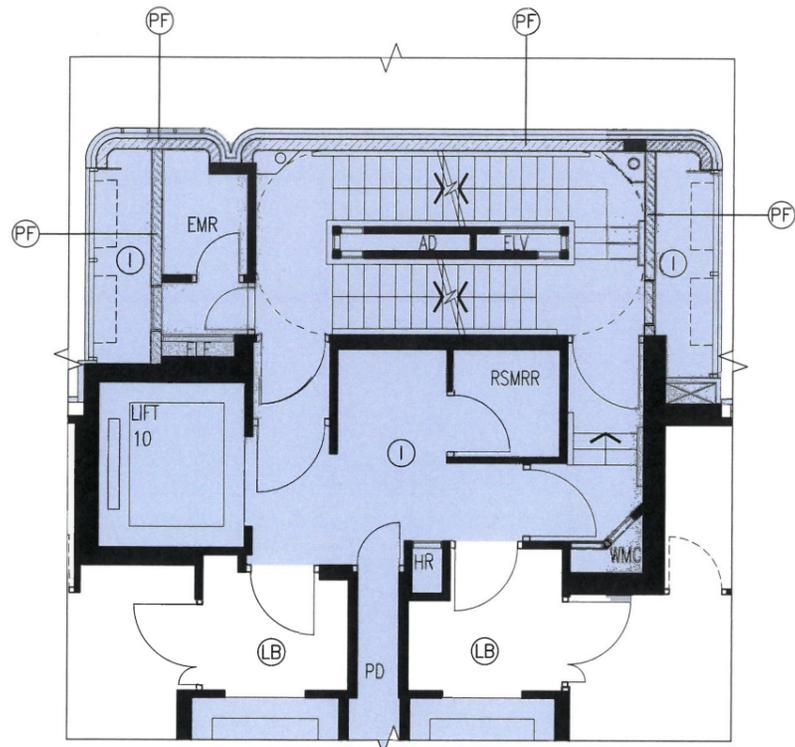
① RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)

I hereby certify the accuracy of this plan.

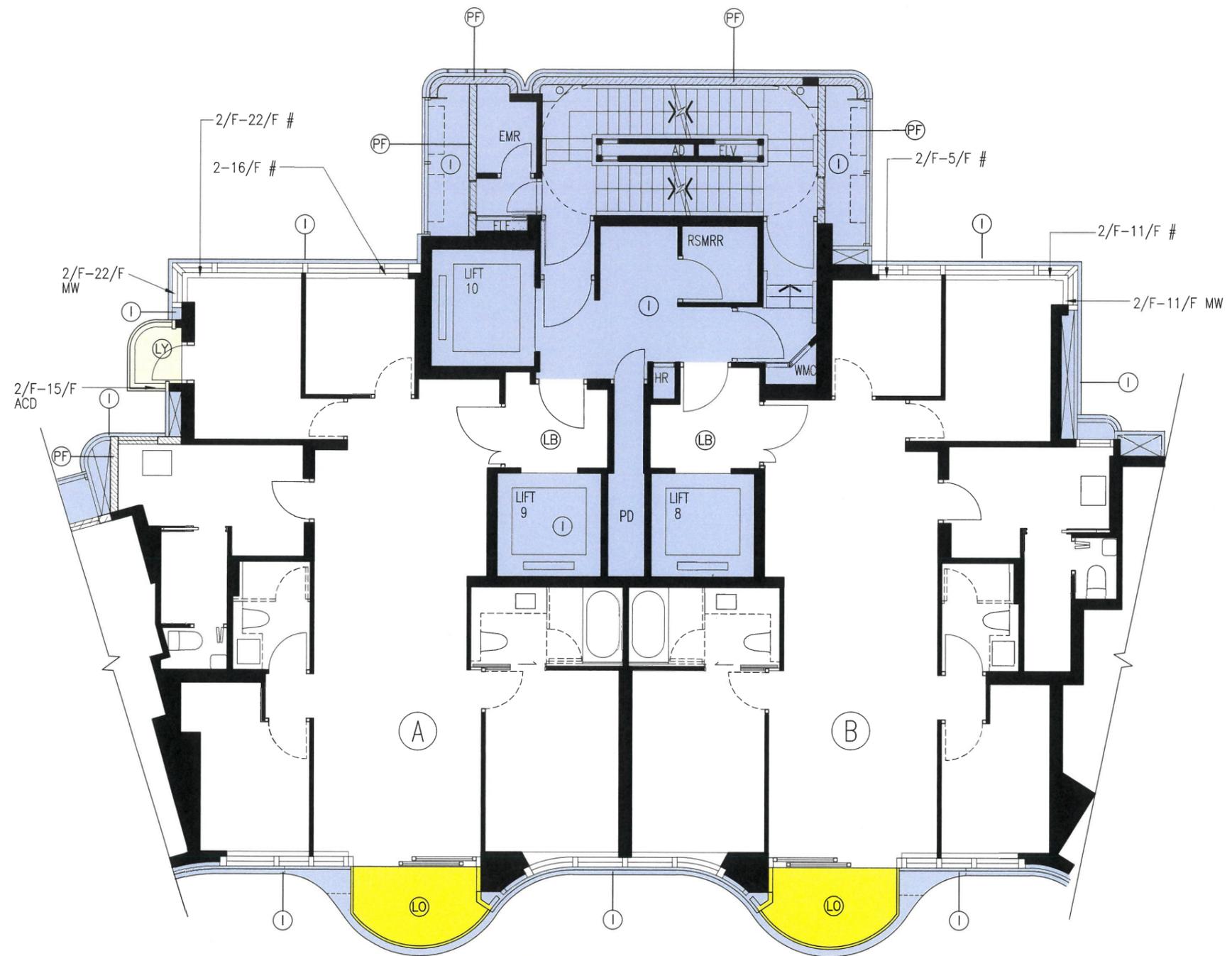
LAM Wai Sang
LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

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|---|--|--|-------------------------------|------------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 Talkoo Wan Road, Talkoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | | DRAWING NO. DMC-024 | REV. NO. 05 |
| | TITLE: TOWER 2 UPPER ROOF & TOP ROOF | | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 3 2/F PART PLAN



TOWER 3 2/F TO 26/F PLAN

(21 STOREYS)

(FLOOR No. 4, 13, 14, 24 NOT USED.)

LEGENDS:

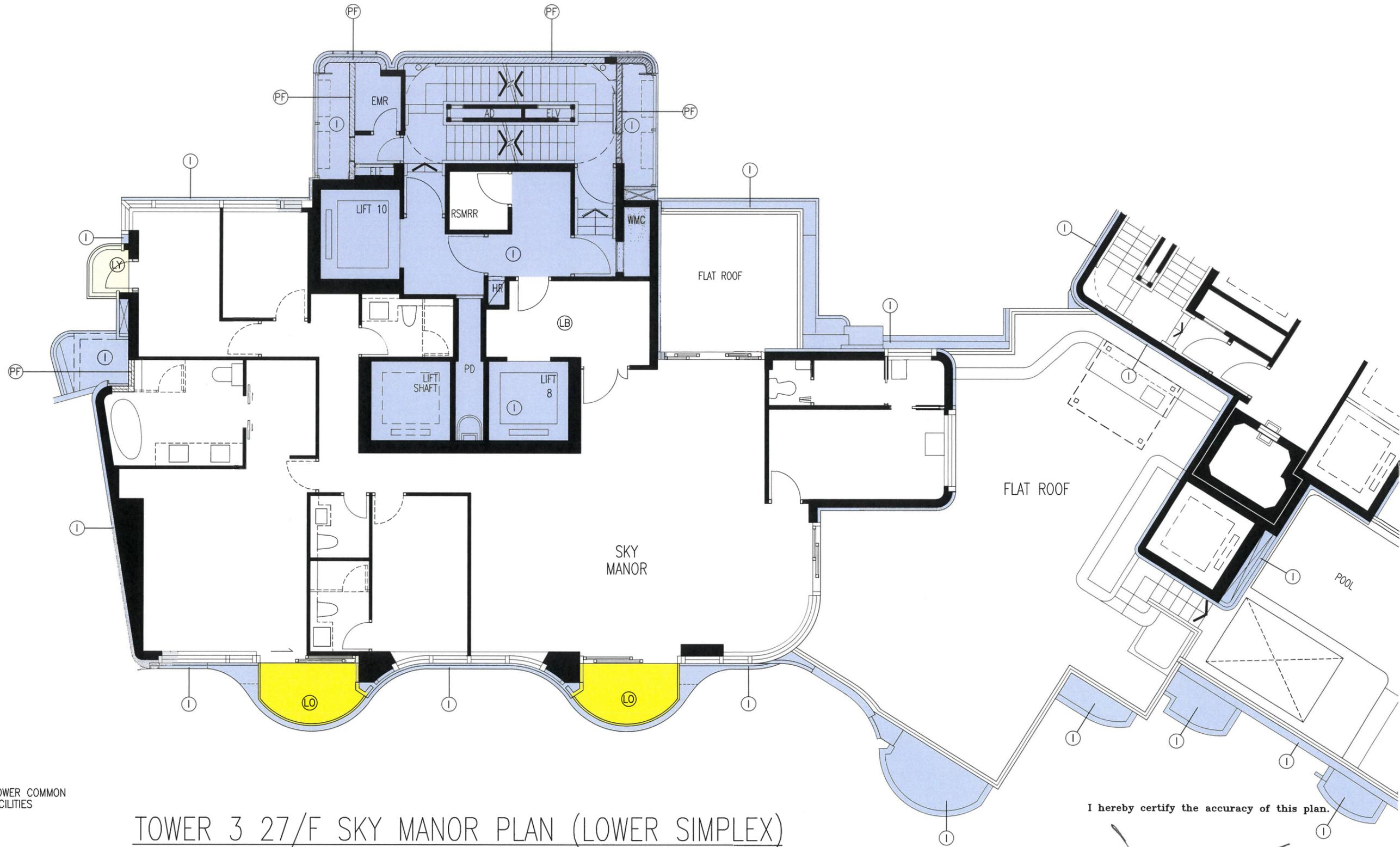
- I RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- LO BALCONY (LIGHT ORANGE)
- LY UTILITY PLATFORM (LIGHT YELLOW)
- LB PRIVATE LIFT LOBBY
- PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)
- PF PREFABRICATED EXTERNAL WALL

I hereby certify the accuracy of this plan.

LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

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| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18th Floor, 14 Tai Kok Wan Road, Tai Koo Shing, Hong Kong T 852-2803 9889 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-025 | REV. NO. 05 |
| | TITLE: TOWER 3 2/F TO 26/F PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



LEGENDS:

- ① RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- LO BALCONY (LIGHT ORANGE)
- LY UTILITY PLATFORM (LIGHT YELLOW)
- LB PRIVATE LIFT LOBBY
- PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)

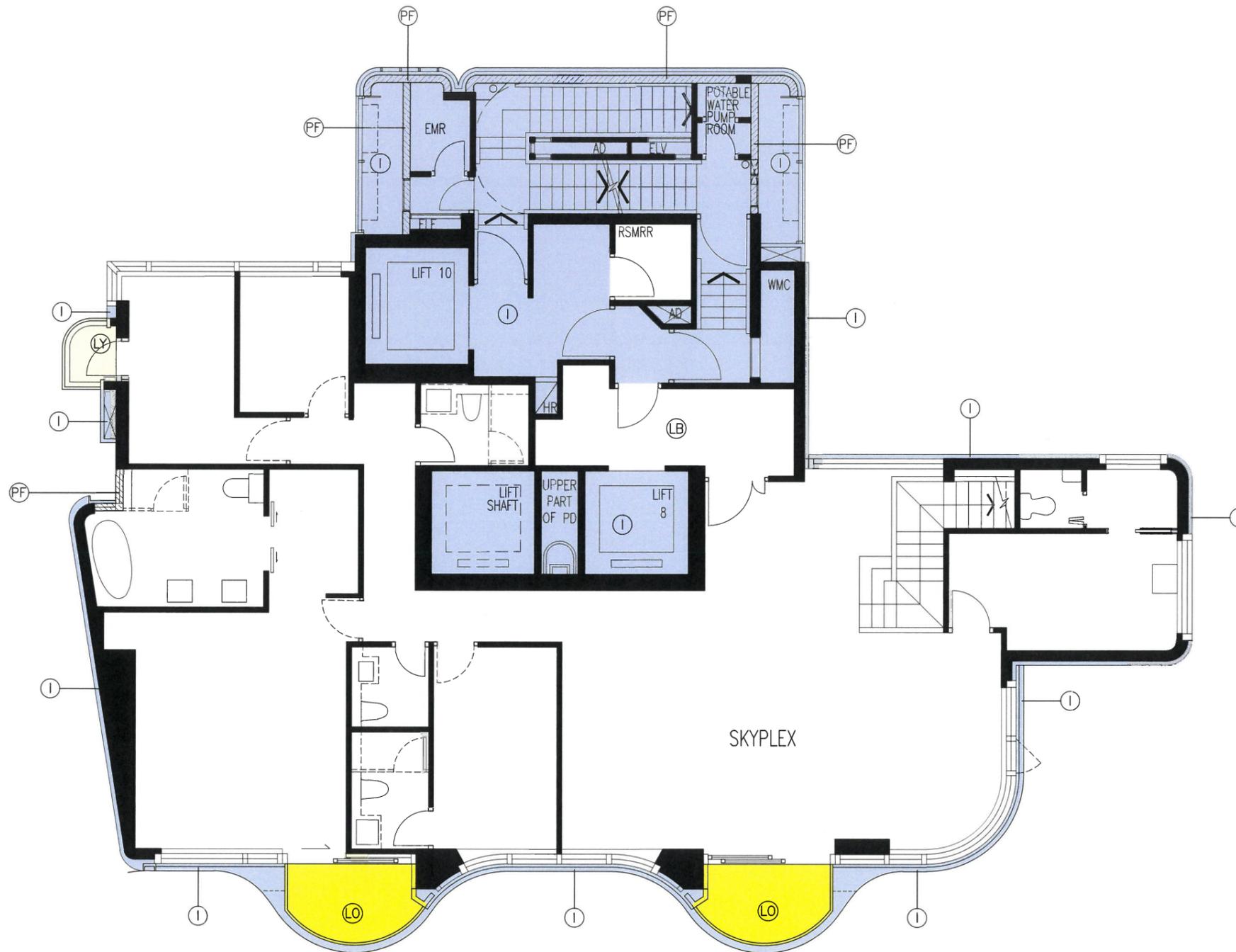
TOWER 3 27/F SKY MANOR PLAN (LOWER SIMPLEX)

I hereby certify the accuracy of this plan.

LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

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| | TITLE: TOWER 3 27/F (LOWER SIMPLEX) PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |



LEGENDS:

- I RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- LO BALCONY (LIGHT ORANGE)
- LY UTILITY PLATFORM (LIGHT YELLOW)
- LB PRIVATE LIFT LOBBY
- PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)

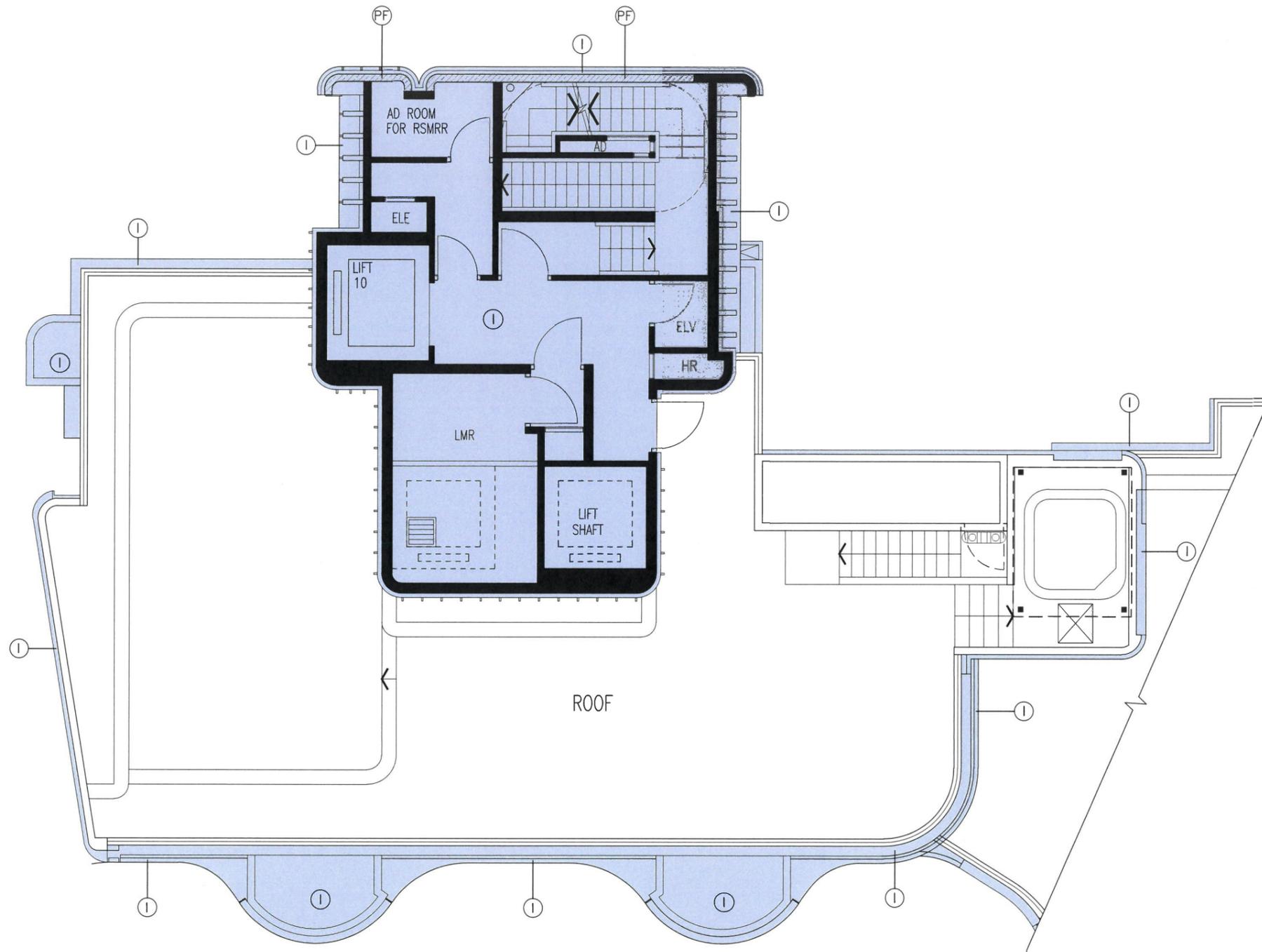
TOWER 3 28/F SKYPLEX PLAN (UPPER SIMPLEX)

I hereby certify the accuracy of this plan.

LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

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 PURPOSE ONLY

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|--|--|--|-------------------------------|------------------------|
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| | TITLE: TOWER 3 28/F (UPPER SIMPLEX) PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 3 MAIN ROOF PLAN

LEGENDS:

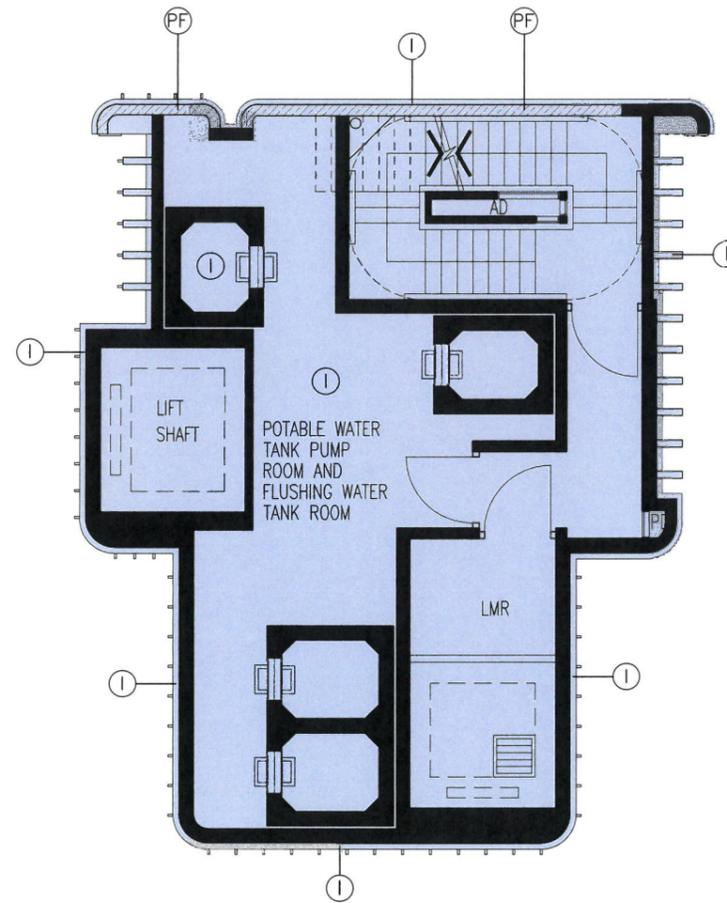
- I
 RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- PF
 RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)

I hereby certify the accuracy of this plan.


LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

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PURPOSE ONLY

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|--|--|--|-------------------------------|-----------------------|
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| | TITLE: TOWER 3 MAIN ROOF PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 3 INTERMEDIATE ROOF PLAN

LEGENDS:

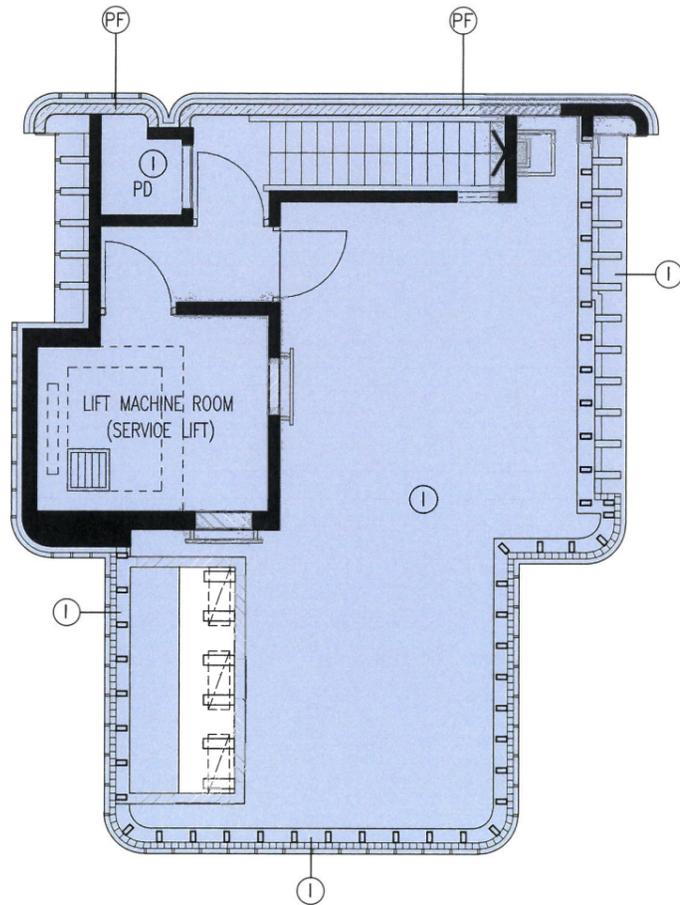
- I RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)

I hereby certify the accuracy of this plan.

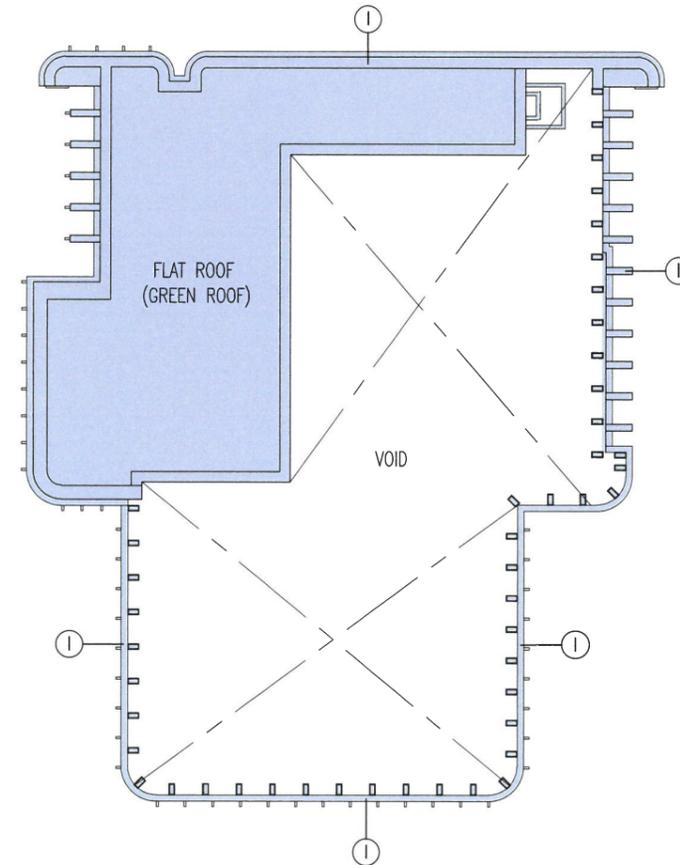
LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

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|--|---|--|------------------------|-----------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18th Floor, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | | DRAWING NO. DMC-029 | REV. NO. 05 |
| | TITLE: TOWER 3 INTERMEDIATE ROOF PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 3 UPPER ROOF PLAN



TOWER 3 TOP ROOF PLAN

LEGENDS:

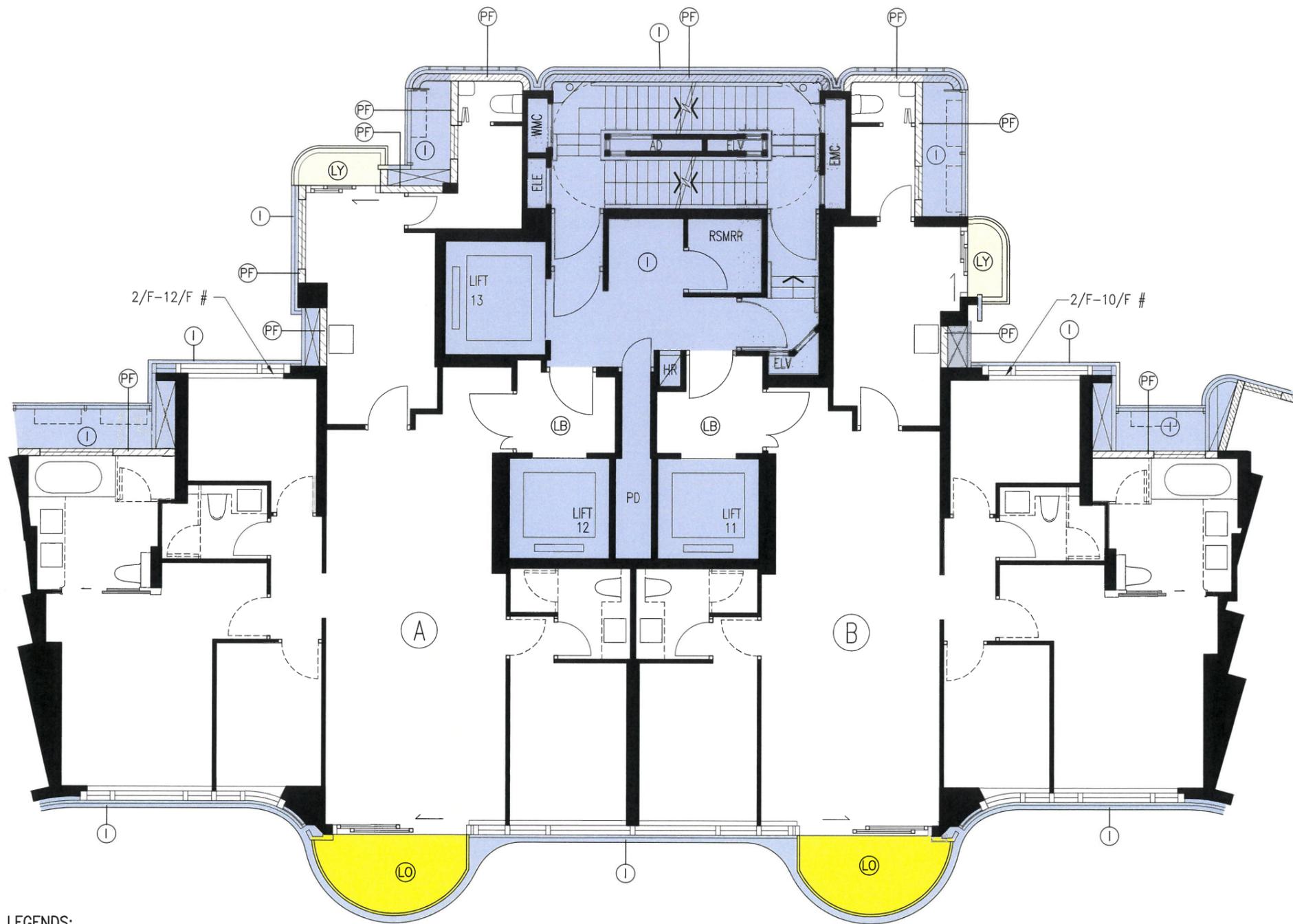
- I RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)

I hereby certify the accuracy of this plan.

(Signature)
LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

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|--|--|-------------------------------|-----------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>19th Floor, 14 Tai Kok Wan Road, Tai Koo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-030 | REV. NO. 05 |
| | TITLE: TOWER 3 UPPER ROOF & TOP ROOF | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 5 2/F TO 26/F PLAN

(21 STOREYS)

(FLOOR No. 4, 13, 14, 24 NOT USED.)

LEGENDS:

① RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)

LO BALCONY (LIGHT ORANGE)

LY UTILITY PLATFORM (LIGHT YELLOW)

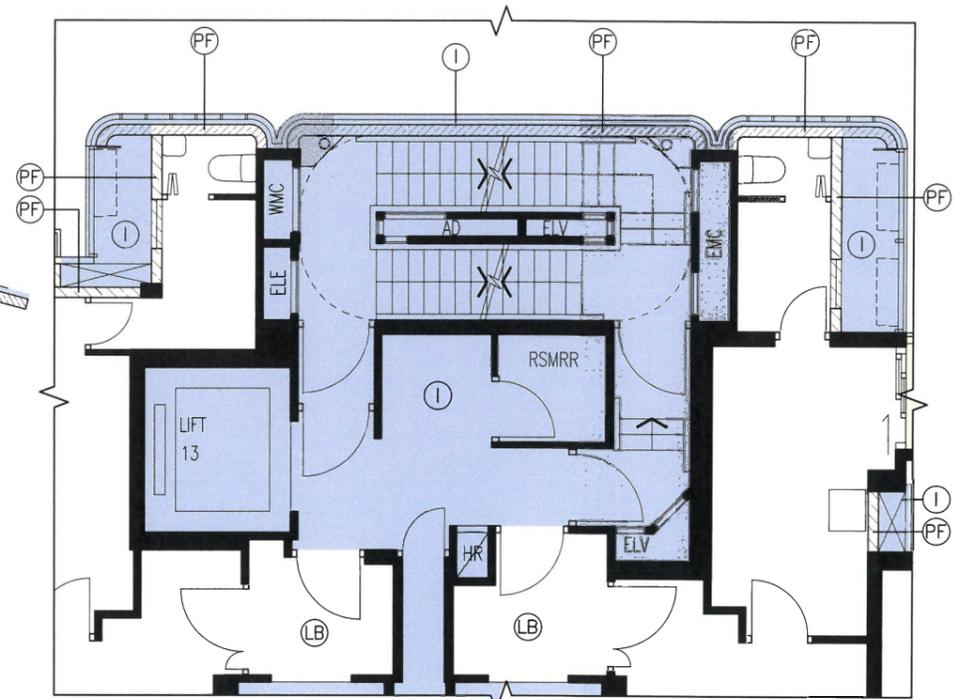
LB PRIVATE LIFT LOBBY

PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)

PF PREFABRICATED EXTERNAL WALL

= ACOUSTIC WINDOW (BAFFLE TYPE)

FOR IDENTIFICATION PURPOSE ONLY

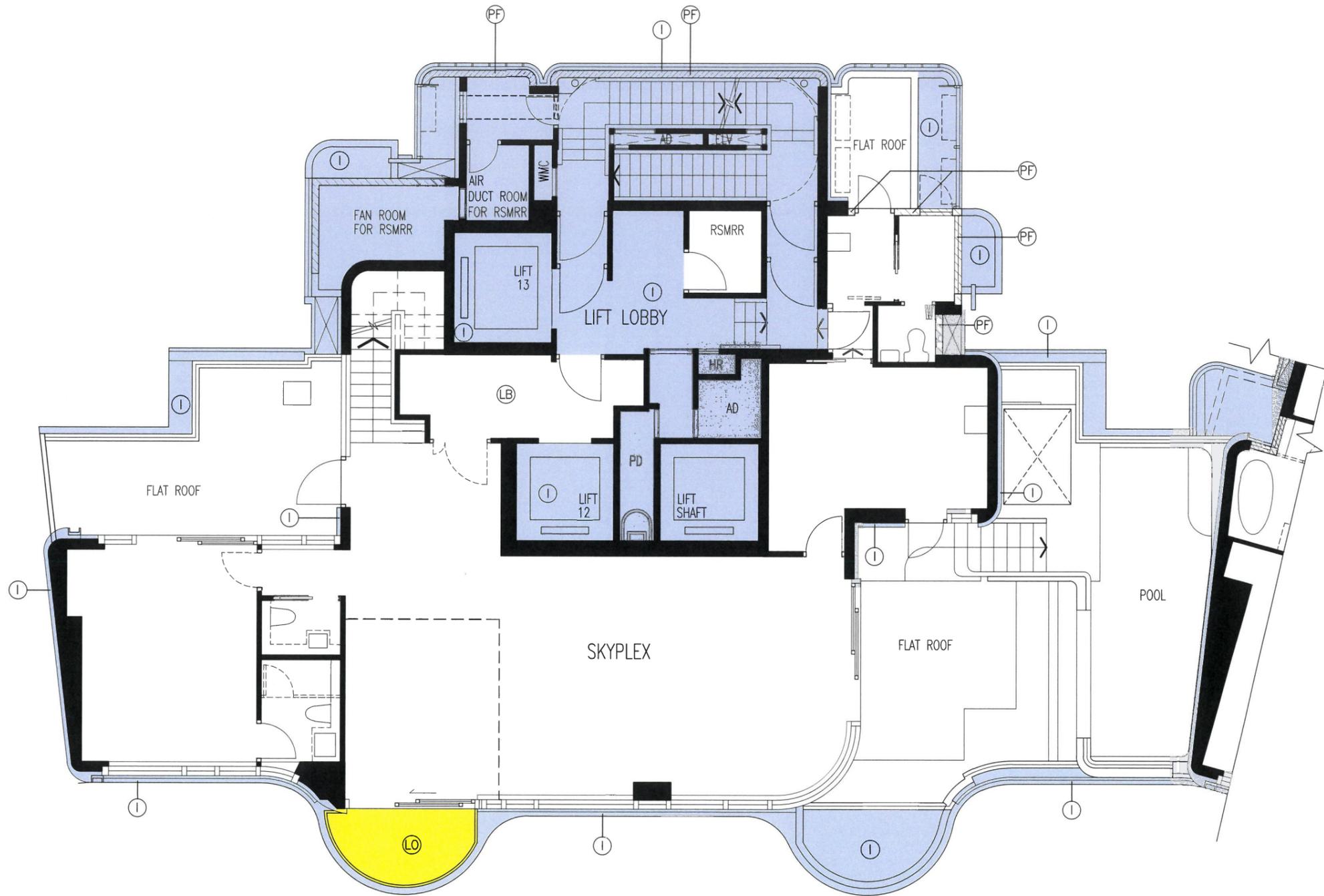


TOWER 5 2/F PART PLAN

I hereby certify the accuracy of this plan.

LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

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| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS WT 18th Floor, 14 TaiKoo Wan Road, TaiKoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-031 | REV. NO. 05 |
| | TITLE: TOWER 5 2/F TO 26/F PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



LEGENDS:

- I RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- LO BALCONY (LIGHT ORANGE)
- LY UTILITY PLATFORM (LIGHT YELLOW)
- LB PRIVATE LIFT LOBBY
- PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)
- PF PREFABRICATED EXTERNAL WALL

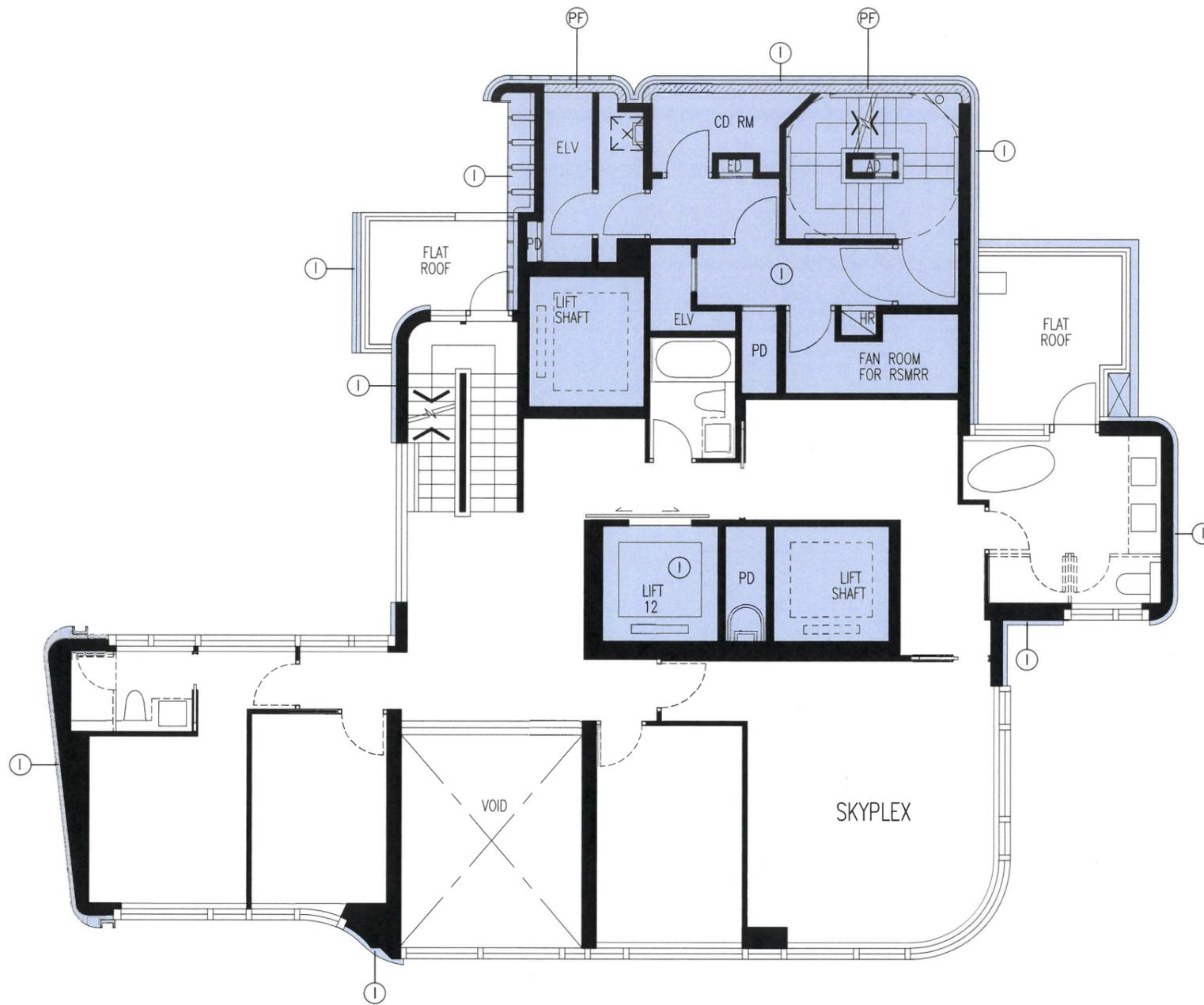
TOWER 5 27/F SKYPLEX PLAN (LOWER DUPLEX)

FOR IDENTIFICATION PURPOSE ONLY

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|--|--|--|-------------------------------|-----------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18th Floor, 14 Taikeo Wan Road, Taikeo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | | DRAWING NO. DMC-032 | REV. NO. 05 |
| | TITLE: TOWER 5 27/F (LOWER DUPLEX) PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |

I hereby certify the accuracy of this plan.

LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023



TOWER 5 28/F SKYPLEX PLAN (UPPER DUPLEX)

LEGENDS:

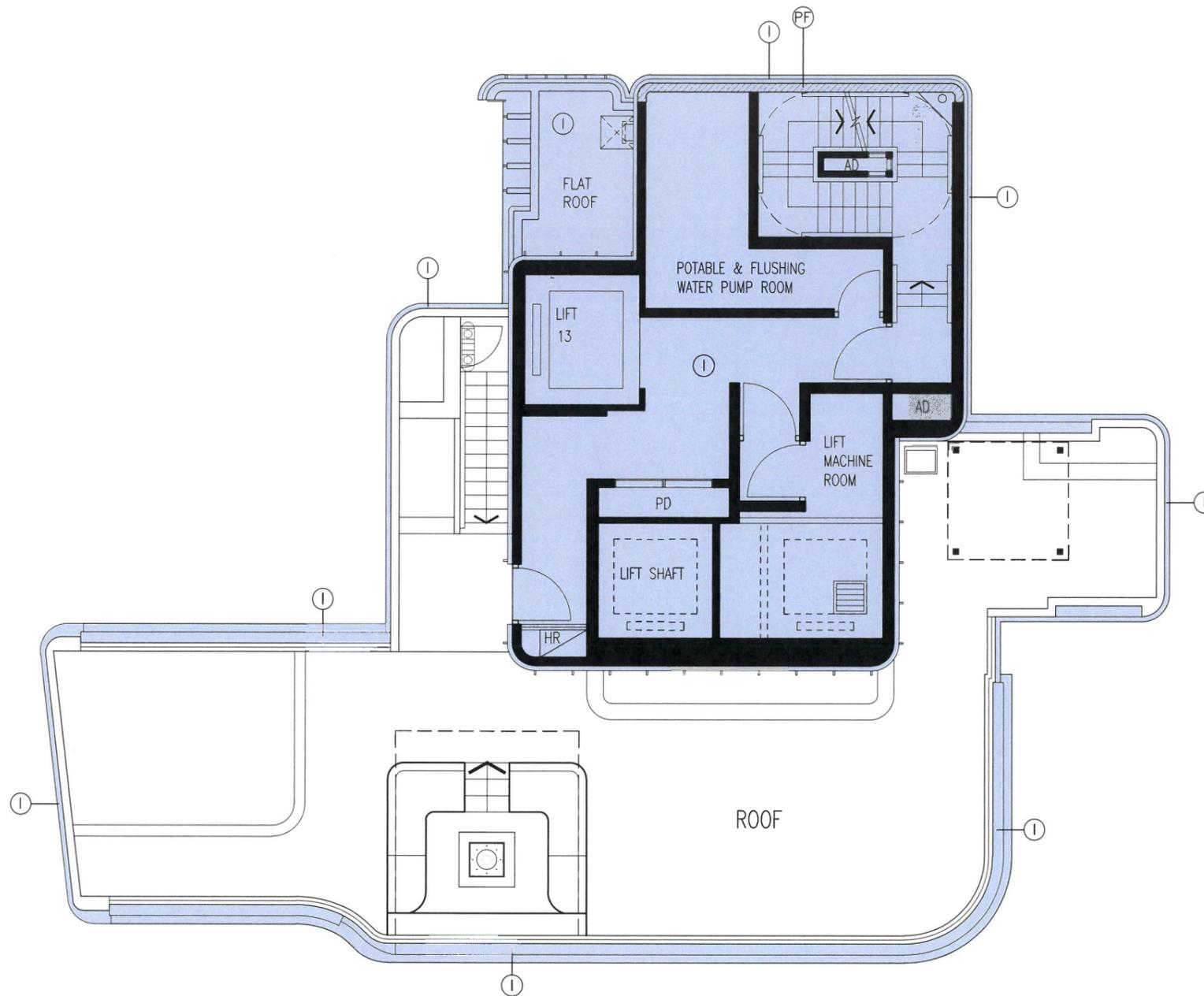
- I RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)

I hereby certify the accuracy of this plan.

(Signature)
LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

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| | TITLE: TOWER 5 28/F (UPPER DUPLEX) PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 5 MAIN ROOF PLAN

LEGENDS:

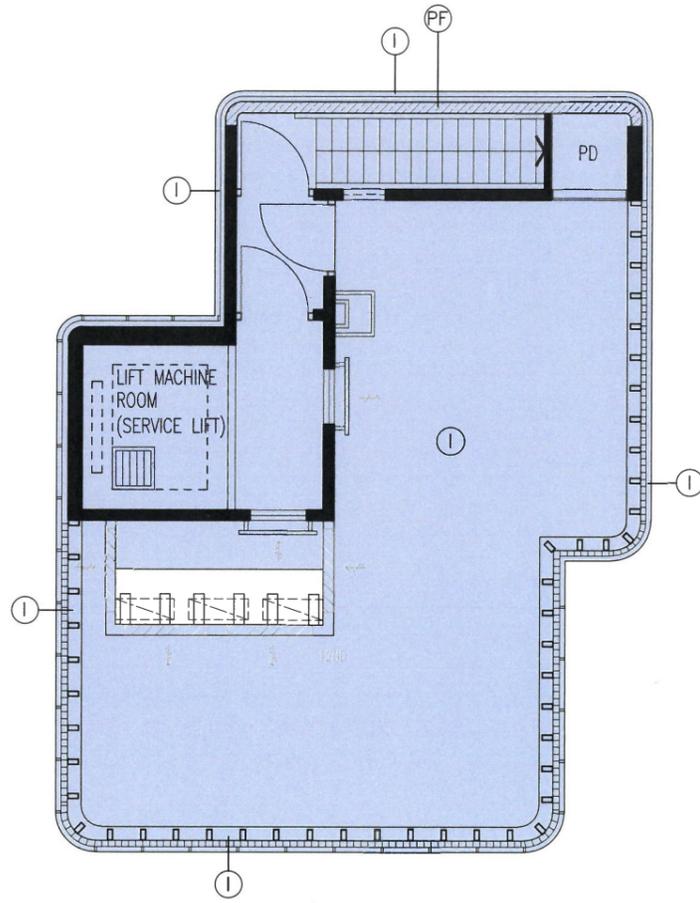
- RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)

I hereby certify the accuracy of this plan.

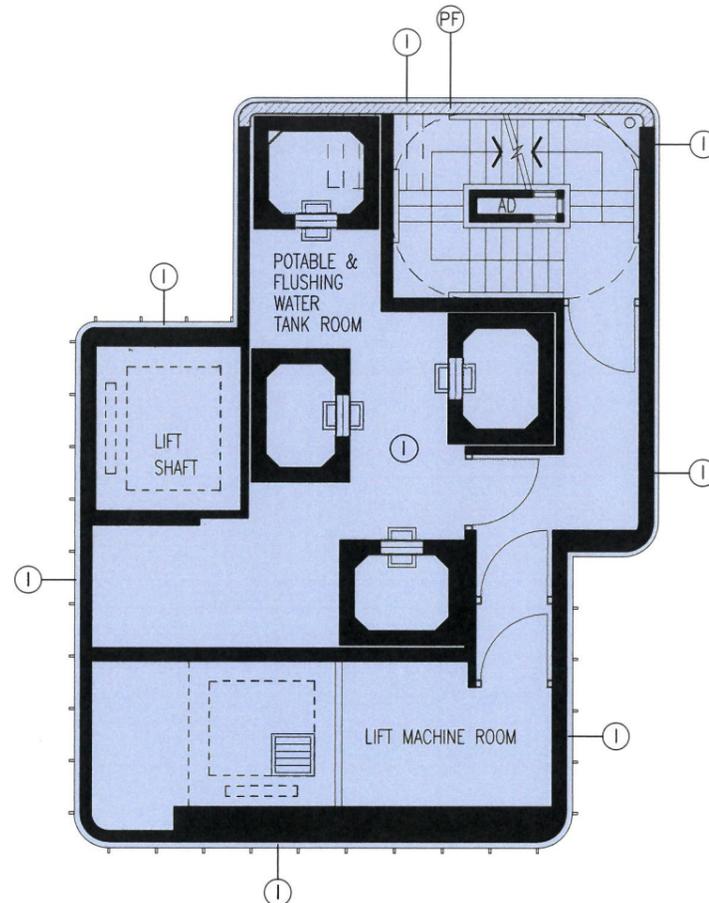
(Signature)
 LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

FOR IDENTIFICATION PURPOSE ONLY

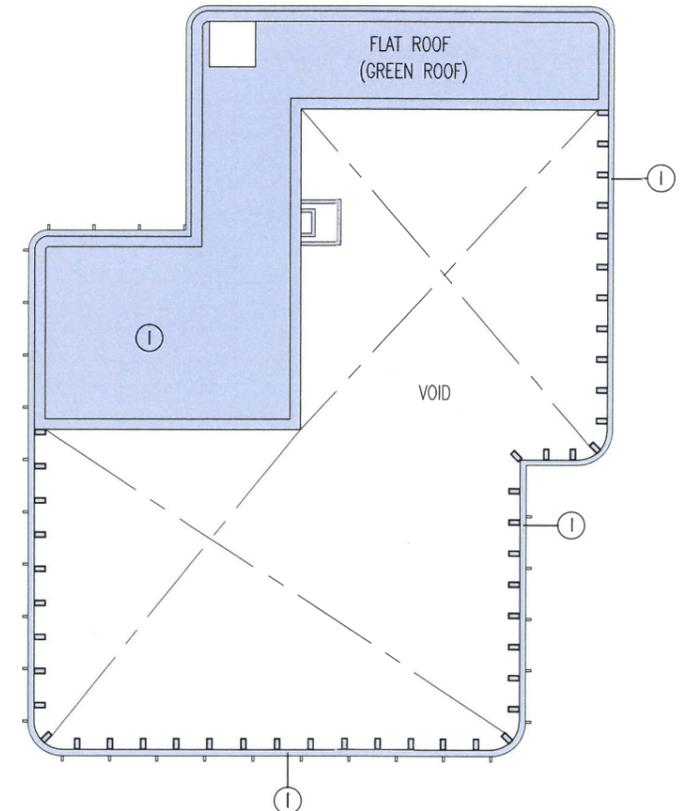
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| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>19th Floor, 14 Taikeo Wan Road, Taikeo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-034 | REV. NO. 05 |
| | TITLE: TOWER 5 MAIN ROOF PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 5 UPPER ROOF PLAN



TOWER 5 INTERMEDIATE ROOF PLAN



TOWER 5 TOP ROOF PLAN

LEGENDS:

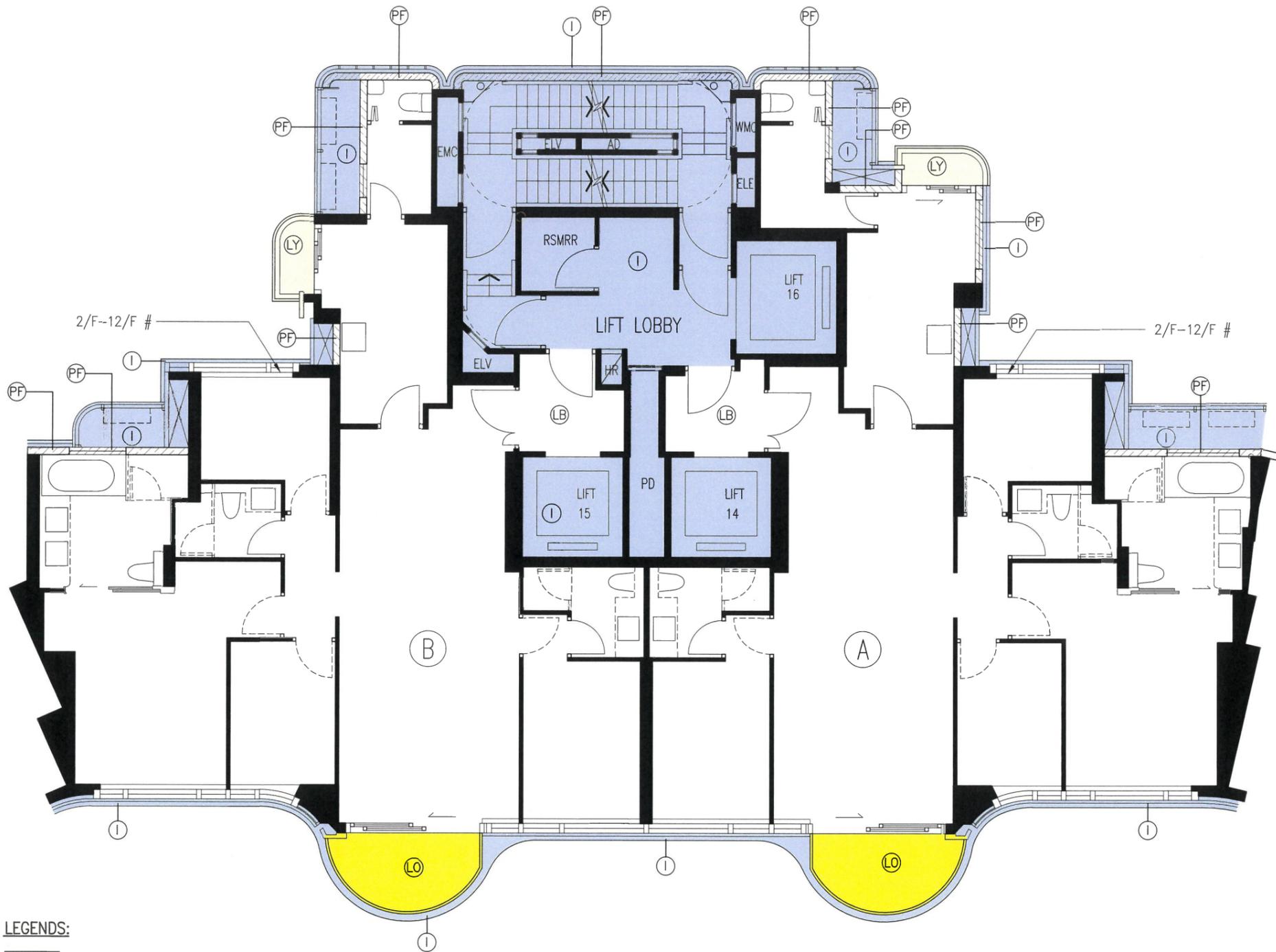
-  RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
-  RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)

I hereby certify the accuracy of this plan.

LAM Wai Sang
LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

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| | TITLE: TOWER 5 IMR URF & TR | | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 6 2/F TO 26/F PLAN

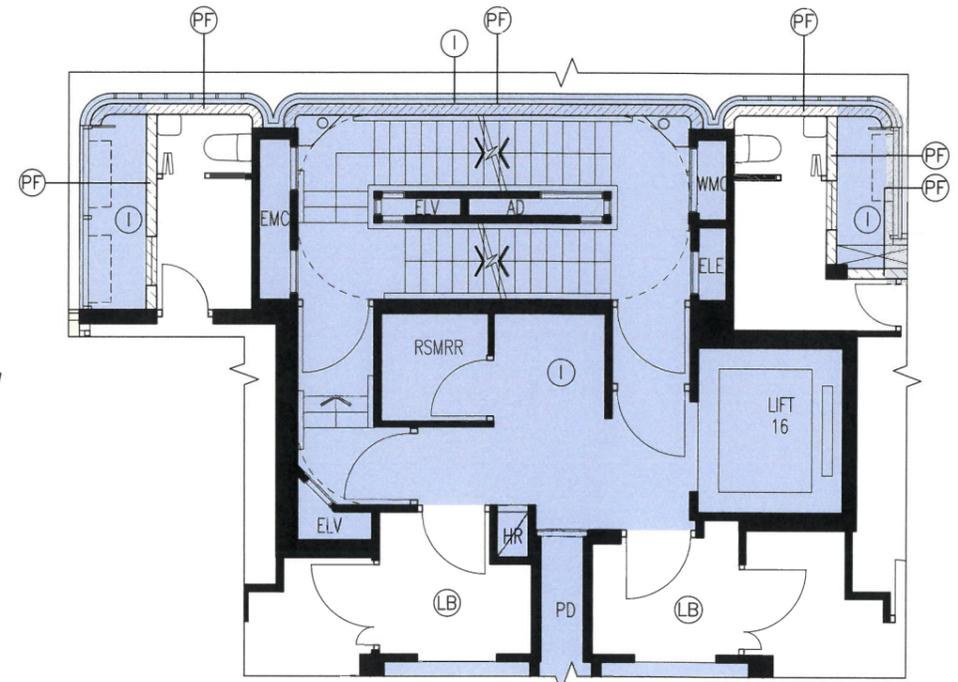
(21 STOREYS)

(FLOOR No. 4, 13, 14, 24 NOT USED.)

LEGENDS:

- I RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- LO BALCONY (LIGHT ORANGE)
- LY UTILITY PLATFORM (LIGHT YELLOW)
- LB PRIVATE LIFT LOBBY
- PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)
- PF PREFABRICATED EXTERNAL WALL
- # = ACOUSTIC WINDOW (BAFFLE TYPE)

FOR IDENTIFICATION PURPOSE ONLY

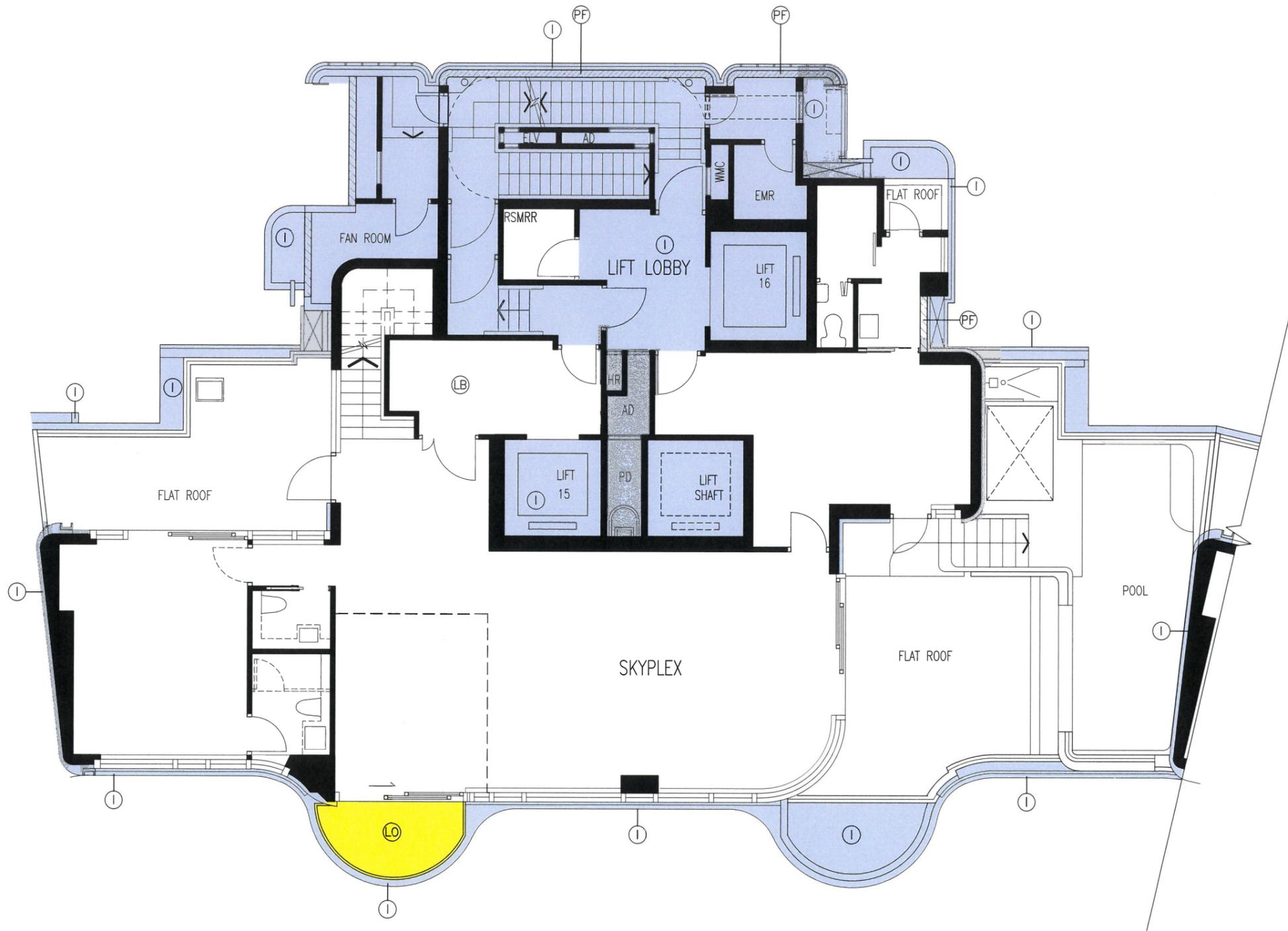


TOWER 6 2/F PART PLAN

I hereby certify the accuracy of this plan.

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Registered Architect Authorized Person
16. Jan. 2023

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|--|---|--|-------------------------------|------------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | | DRAWING NO. DMC-036 | REV. NO. 05 |
| | TITLE: TOWER 6 2/F TO 26/F PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |



LEGENDS:

I RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)

LO BALCONY (LIGHT ORANGE)

LY UTILITY PLATFORM (LIGHT YELLOW)

LB PRIVATE LIFT LOBBY

PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)

PF PREFABRICATED EXTERNAL WALL

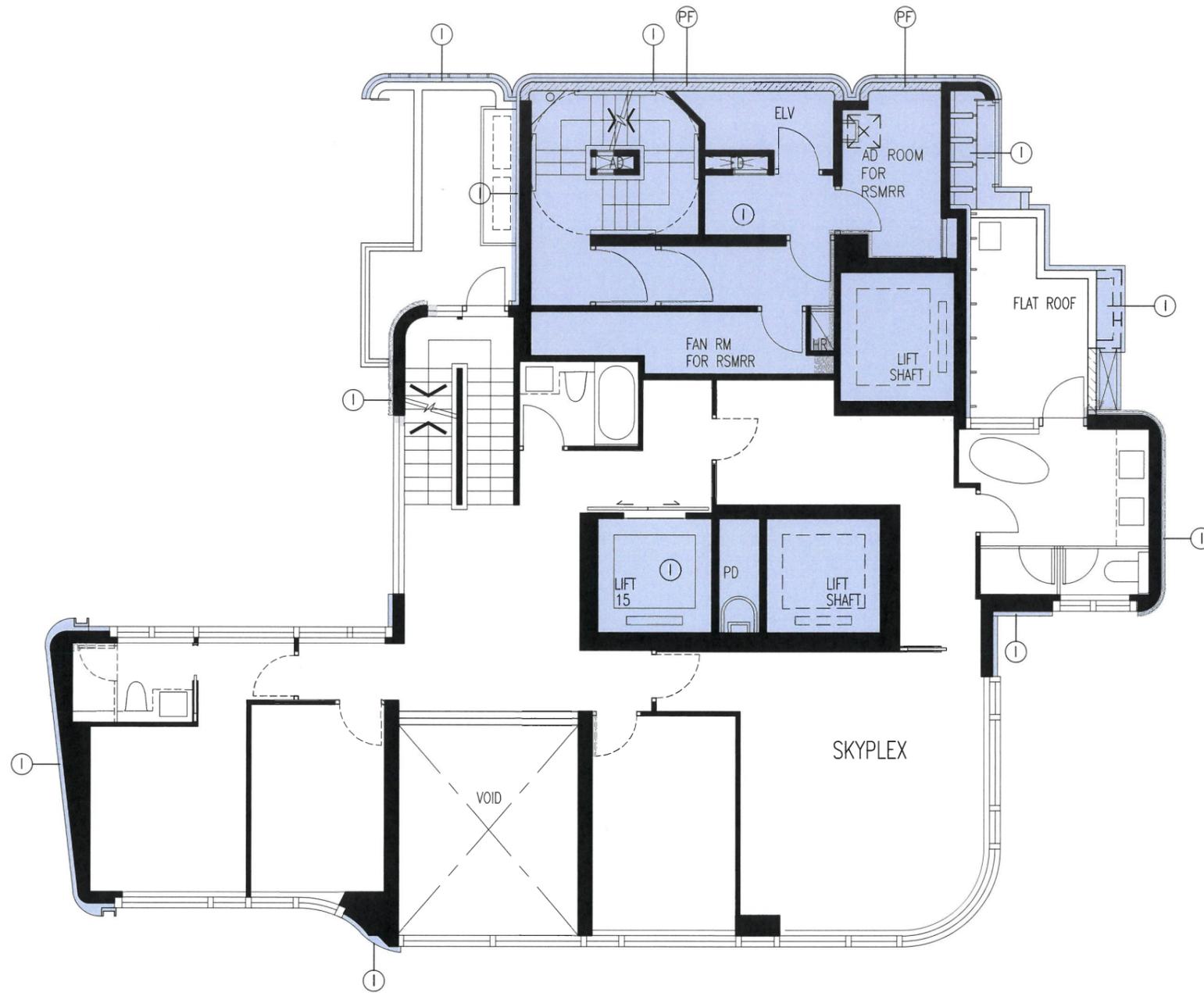
TOWER 6 27/F SKYPLEX PLAN (LOWER DUPLEX)

I hereby certify the accuracy of this plan.

LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

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| | TITLE: TOWER 6 27/F (LOWER DUPLEX) PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 6 28/F SKYPLEX PLAN (UPPER DUPLEX)

LEGENDS:

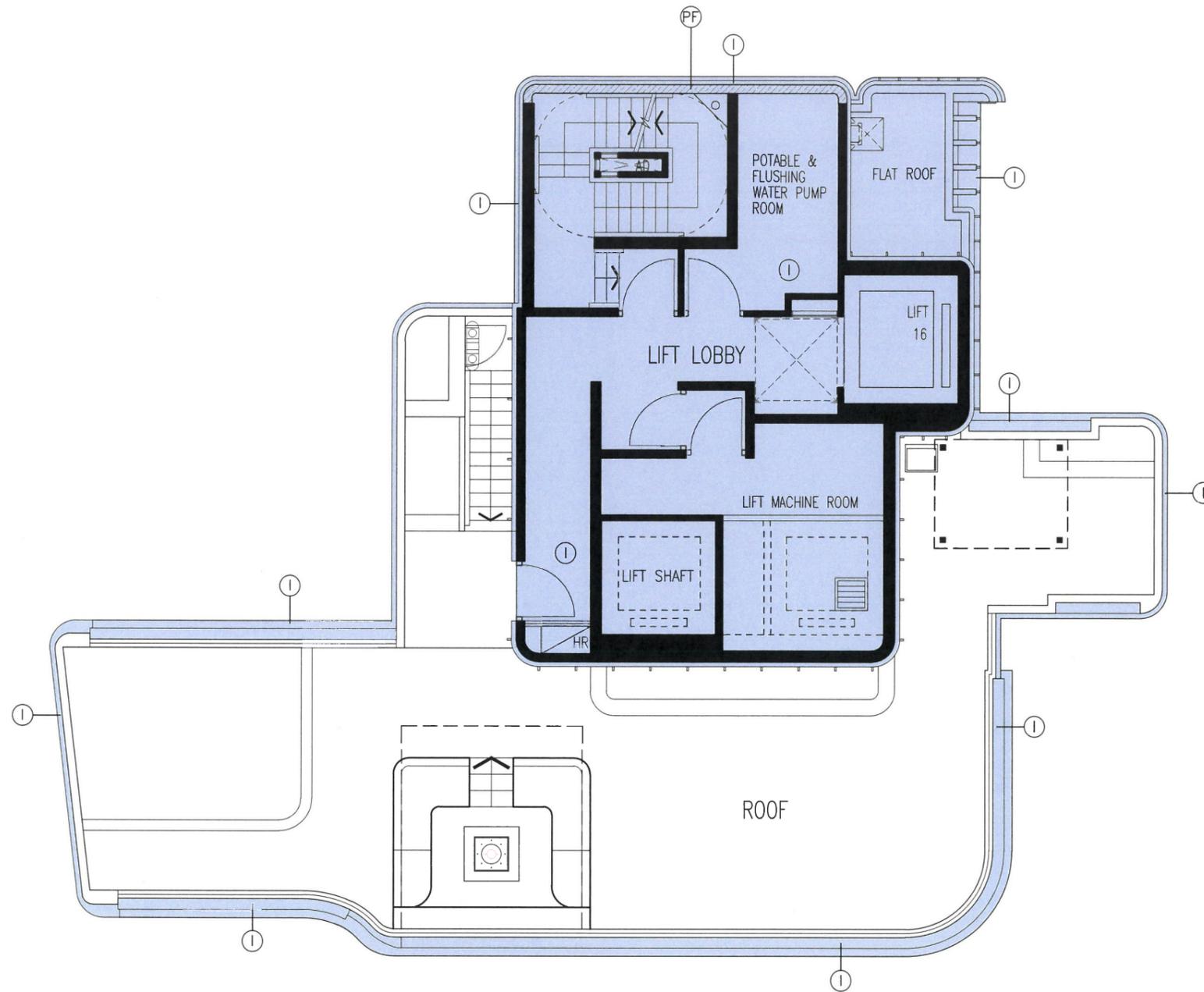
- ① RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)

I hereby certify the accuracy of this plan.

LAM Wai Sang
LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

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 PURPOSE ONLY

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| | TITLE: TOWER 6 28/F (UPPER DUPLEX) PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |

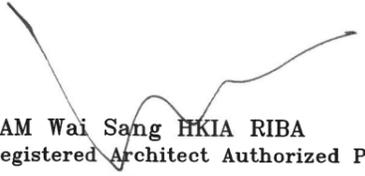


TOWER 6 MAIN ROOF PLAN

LEGENDS:

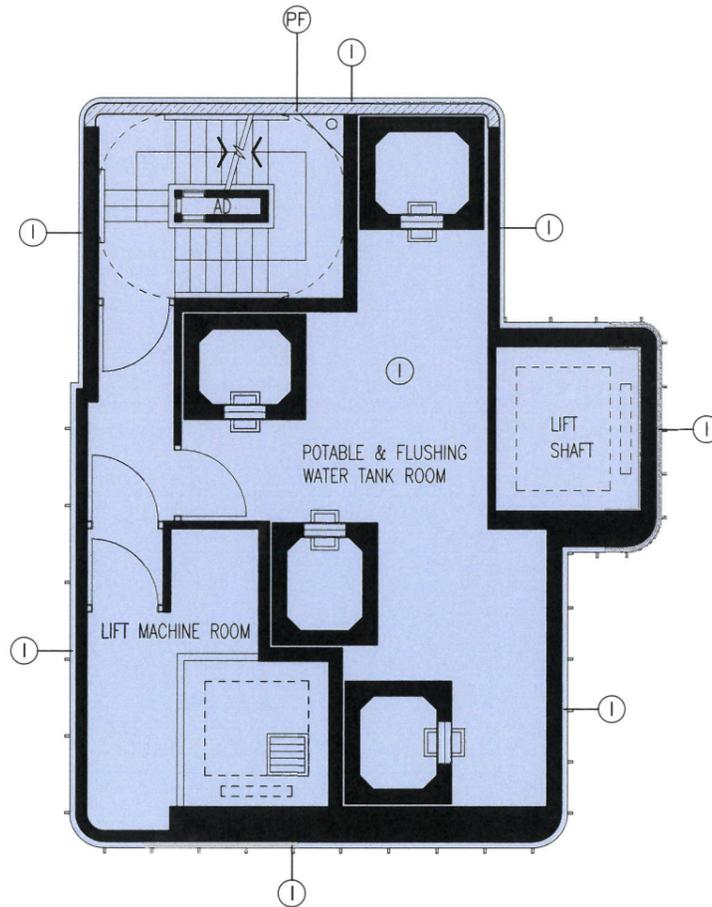
- RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)

I hereby certify the accuracy of this plan.


LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

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PURPOSE ONLY

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|--|--|-------------------------------|-----------------------|
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| | TITLE: TOWER 6 MAIN ROOF PLAN | DATE: Jan. 2023 | SCALE: 1:100 |

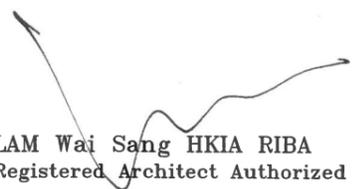


TOWER 6 INTERMEDIATE ROOF PLAN

LEGENDS:

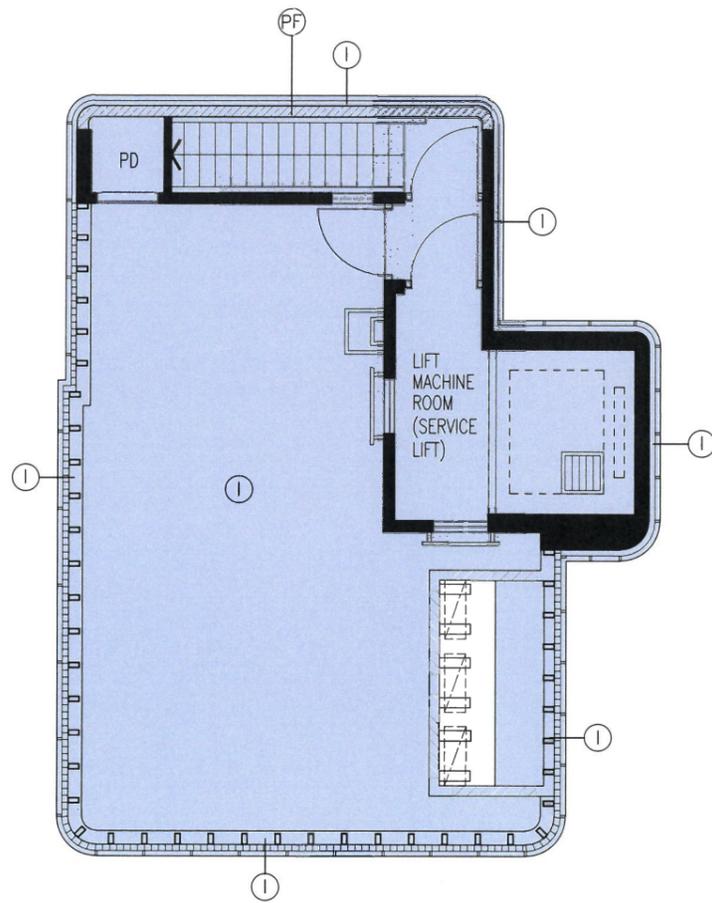
- ①
 RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- PF
 RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)

I hereby certify the accuracy of this plan.

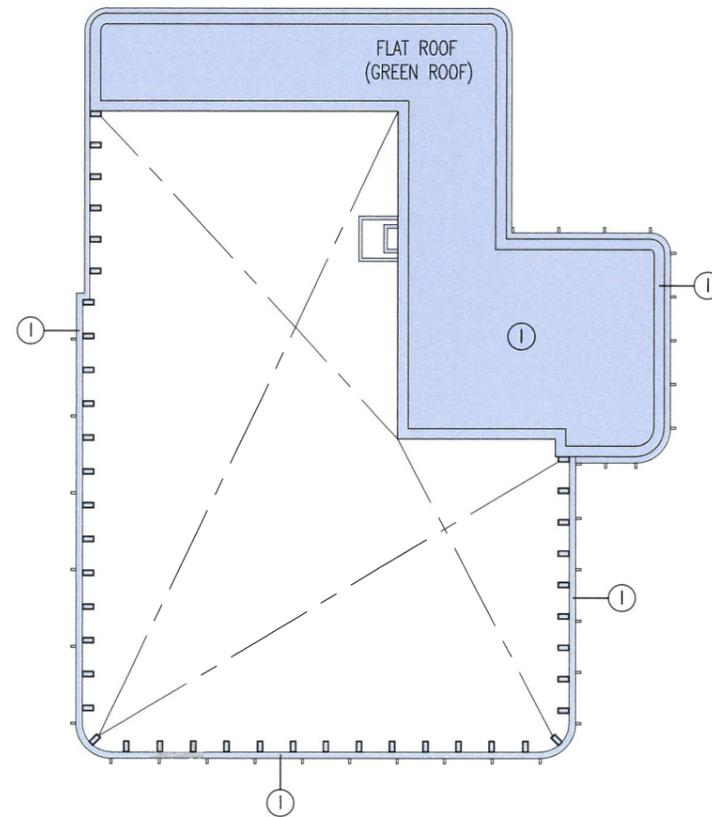

LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

FOR IDENTIFICATION
PURPOSE ONLY

| | | | |
|---|--|--|--|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 Talkoo Wan Road, Talkoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. <p style="text-align: center;">DMC-040</p> | REV. NO. <p style="text-align: center;">05</p> |
| | TITLE: <p style="text-align: center;">TOWER 6 INTERMEDIATE ROOF PLAN</p> | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 6 UPPER ROOF PLAN



TOWER 6 TOP ROOF PLAN

LEGENDS:

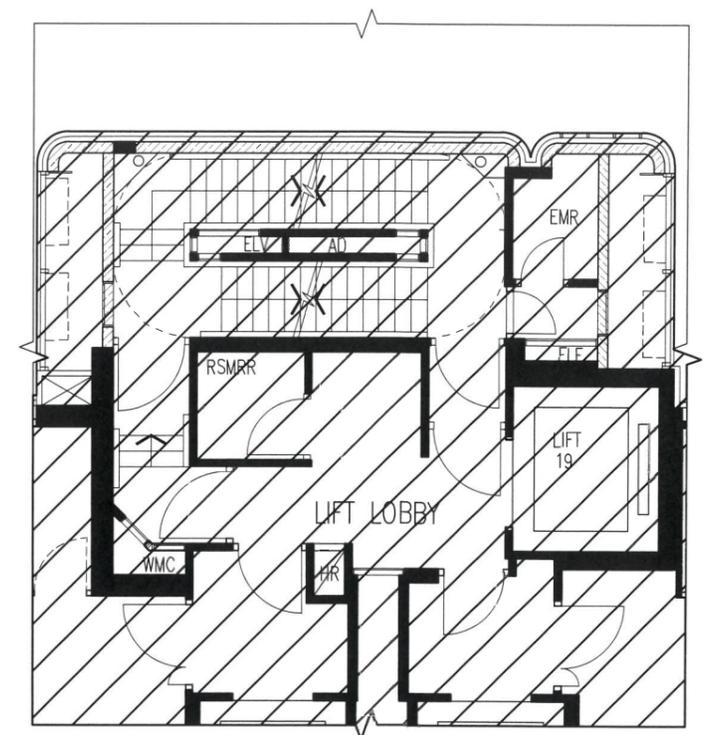
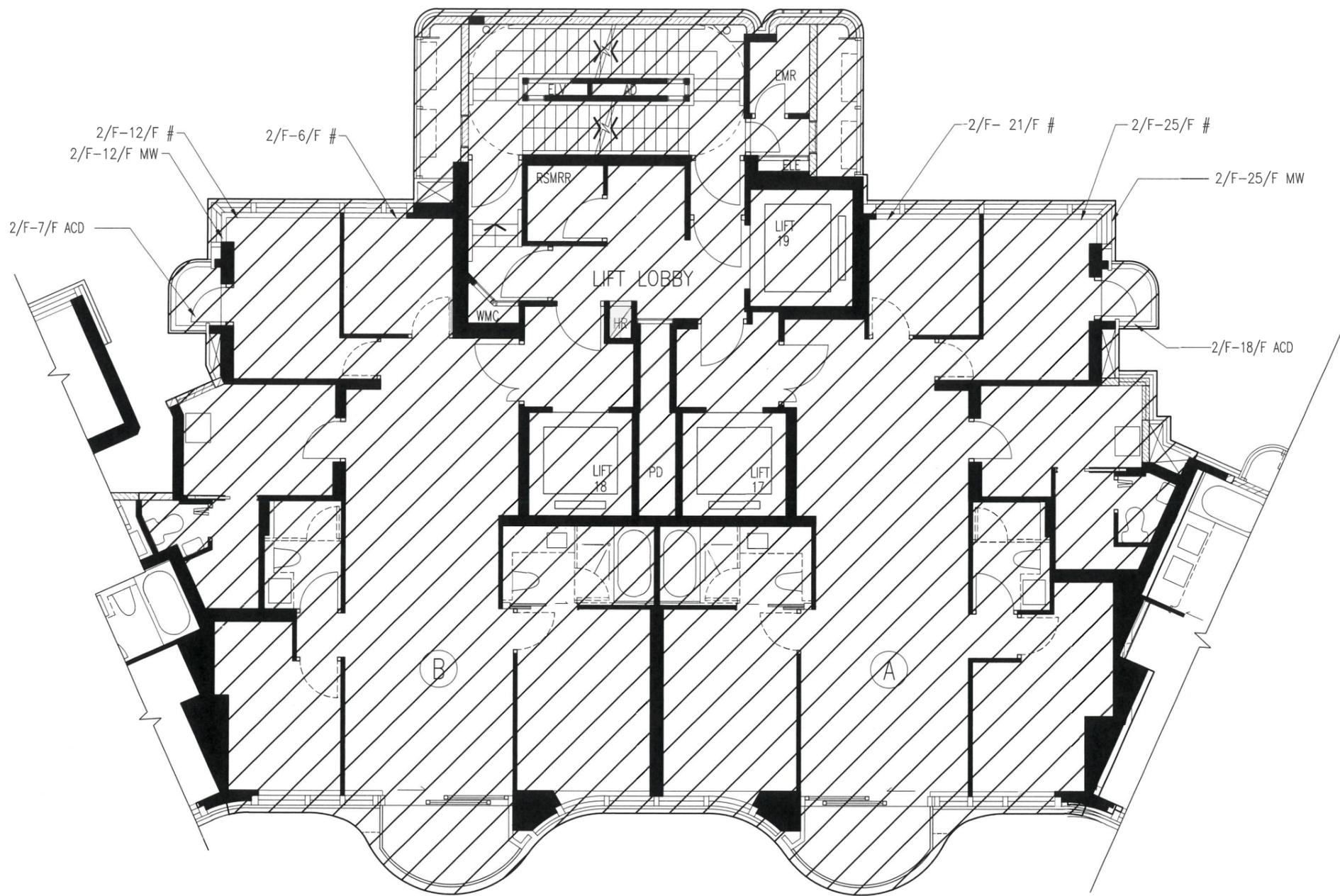
- I RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- PF RESIDENTIAL TOWER COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (INDIGO)

I hereby certify the accuracy of this plan.

LAM Wai Sang
LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

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|--|--|--|--|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>19th Floor, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. <p style="text-align: center;">DMC-041</p> | REV. NO. <p style="text-align: center;">05</p> |
| | TITLE: TOWER 6 UPPER ROOF & TOP ROOF PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 7 2/F PART PLAN

TOWER 7 2/F TO 26/F PLAN
(21 STOREYS)
(FLOOR No. 4, 13, 14, 24 NOT USED.)

LEGENDS:

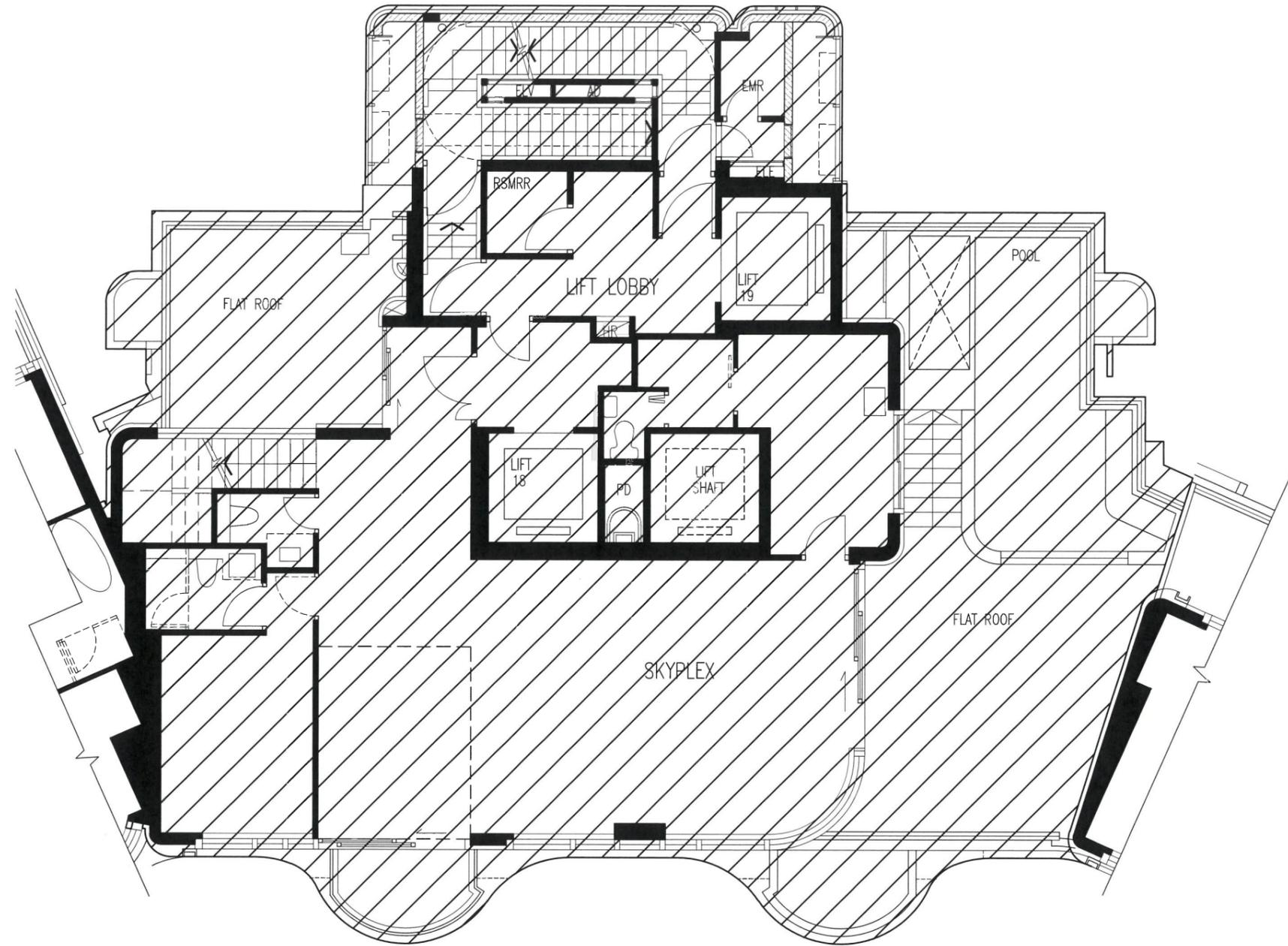
 SUBSEQUENT PHASE(S)

FOR IDENTIFICATION
PURPOSE ONLY

I hereby certify the accuracy of this plan.


LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

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|  WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18th Floor, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | | DRAWING NO. DMC-042 | REV. NO. 05 |
| | TITLE: TOWER 7 2/F TO 26/F PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |

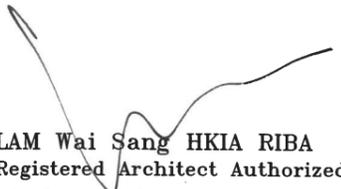


TOWER 7 27/F SKYPLEX PLAN (LOWER DUPLEX)

LEGENDS:

 SUBSEQUENT PHASE(S)

I hereby certify the accuracy of this plan.


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 Registered Architect Authorized Person
 16. Jan. 2023

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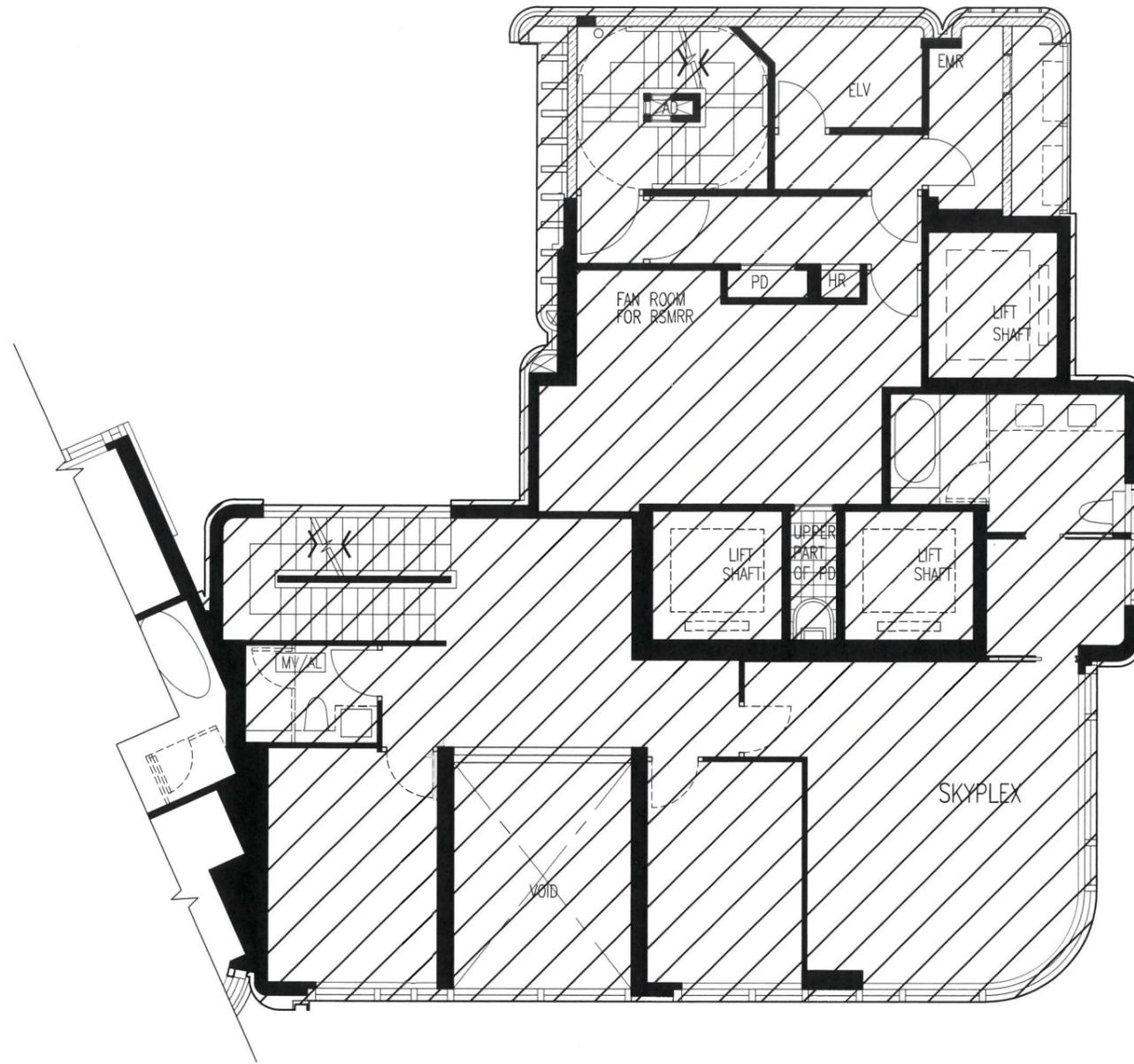


18th Floor, 14 Tai Kok Wan Road, Tai Kok Shing, Hong Kong
 T 852-2803 8888 F 852-2513 1728 www.wongtung.com

PROJECT:
**PROPOSED RESIDENTIAL DEVELOPMENT
 AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3
 KAI TAK, KOWLOON**

TITLE:
TOWER 7 27/F (LOWER DUPLEX) PLAN

| | |
|-------------------------------|-----------------------|
| DRAWING NO. DMC-043 | REV. NO. 05 |
| DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 7 28/F SKYPLEX PLAN (UPPER DUPLEX)

LEGENDS:

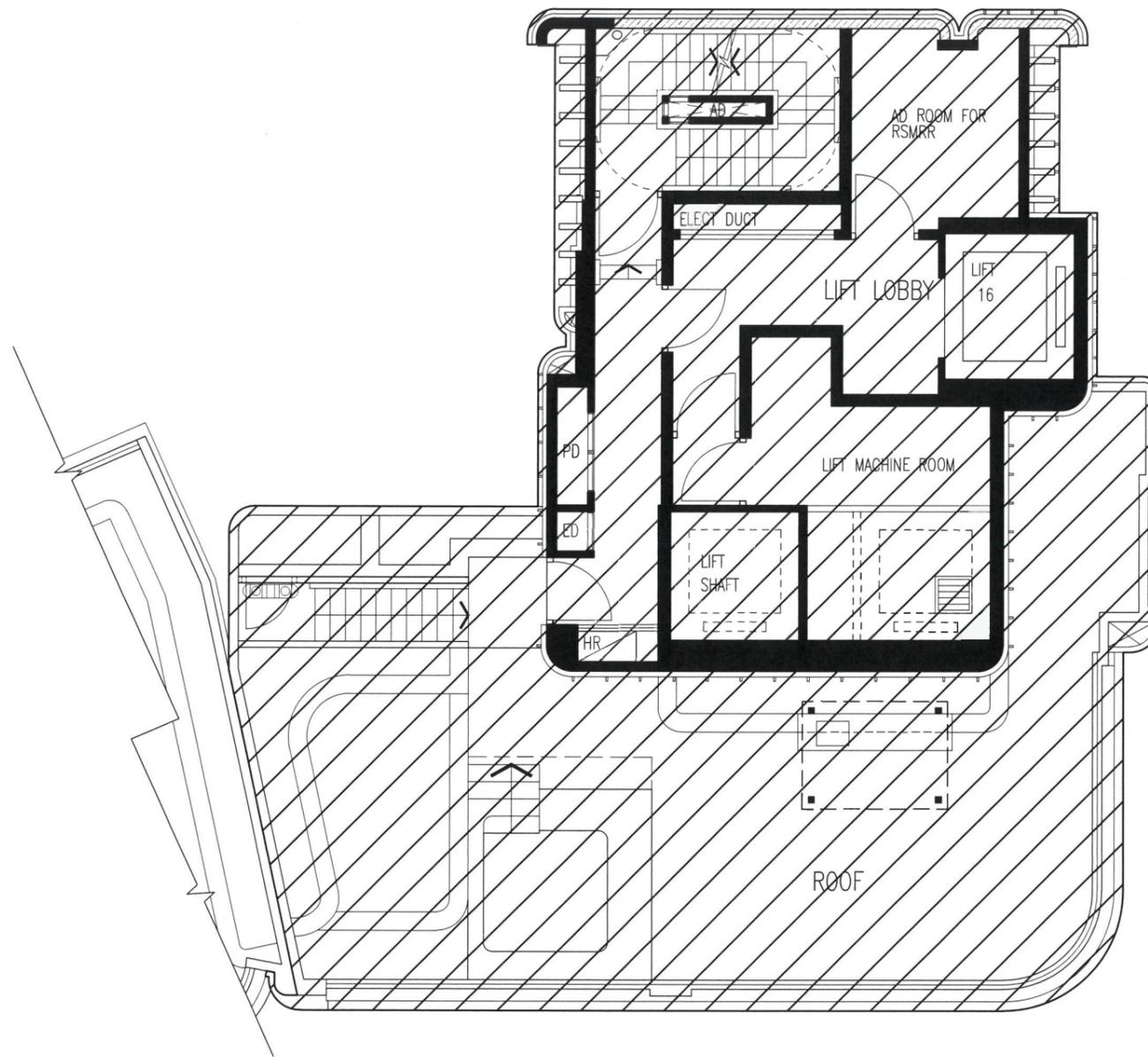
 SUBSEQUENT PHASE(S)

I hereby certify the accuracy of this plan.


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 16. Jan. 2023

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| | TITLE: TOWER 7 28/F (UPPER DUPLEX) PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 7 MAIN ROOF PLAN

LEGENDS:

 SUBSEQUENT PHASE(S)

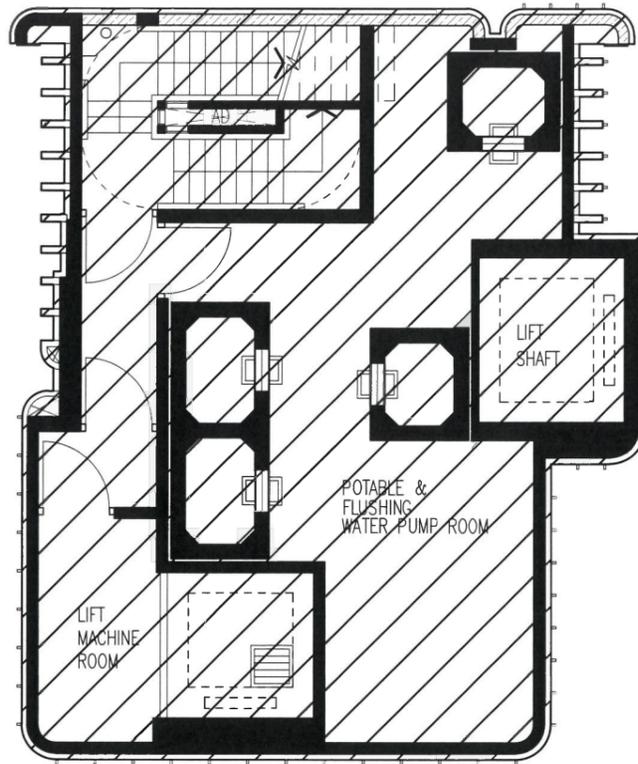
I hereby certify the accuracy of this plan.



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| | TITLE: TOWER 7 MAIN ROOF PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 7 INTERMEDIATE ROOF PLAN

LEGENDS:

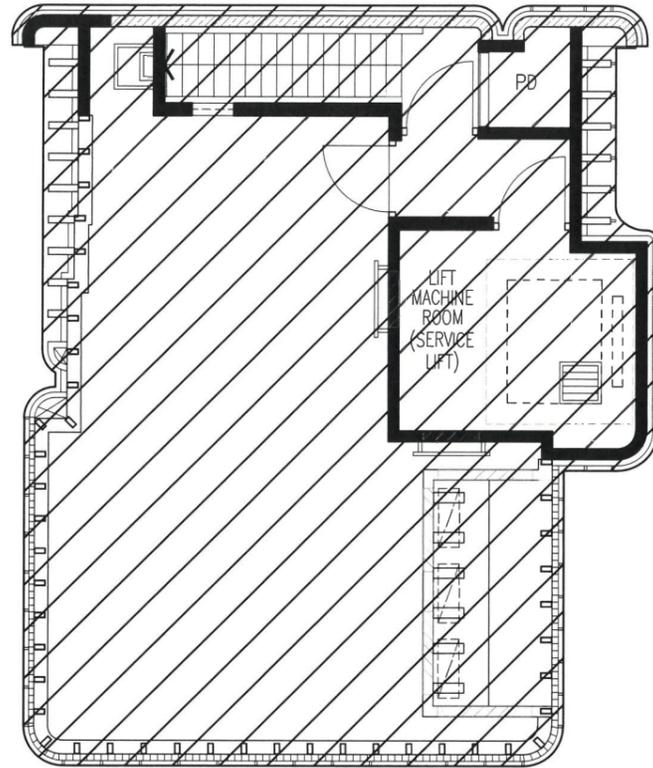
 SUBSEQUENT PHASE(S)

I hereby certify the accuracy of this plan.

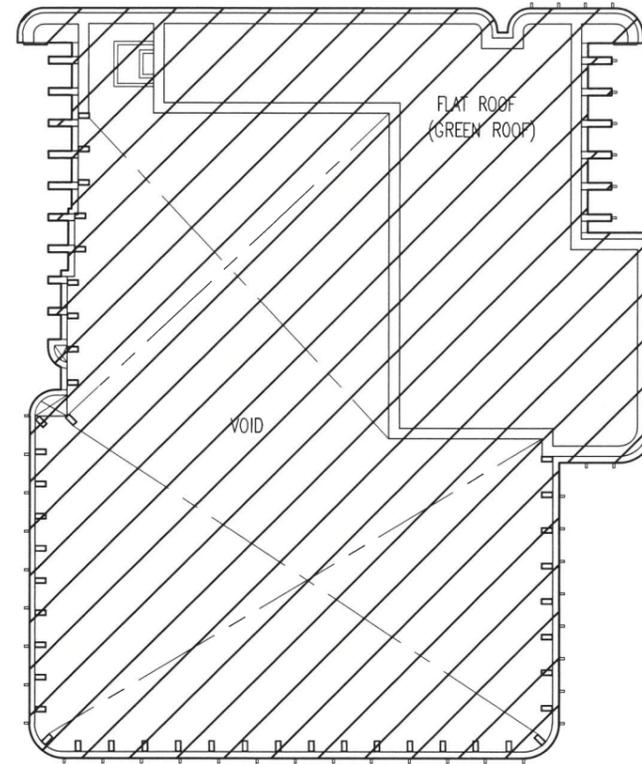

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 16. Jan. 2023

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|---|--|--|-------------------------------|-----------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>19th Floor, 14 TaiKoo Wan Road, TaiKoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | | DRAWING NO. DMC-046 | REV. NO. 05 |
| | TITLE: TOWER 7 INTERMEDIATE ROOF PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 7 UPPER ROOF PLAN



TOWER 7 TOP ROOF PLAN

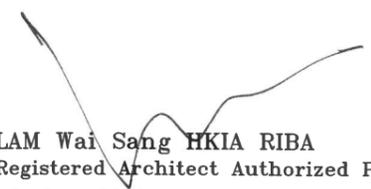
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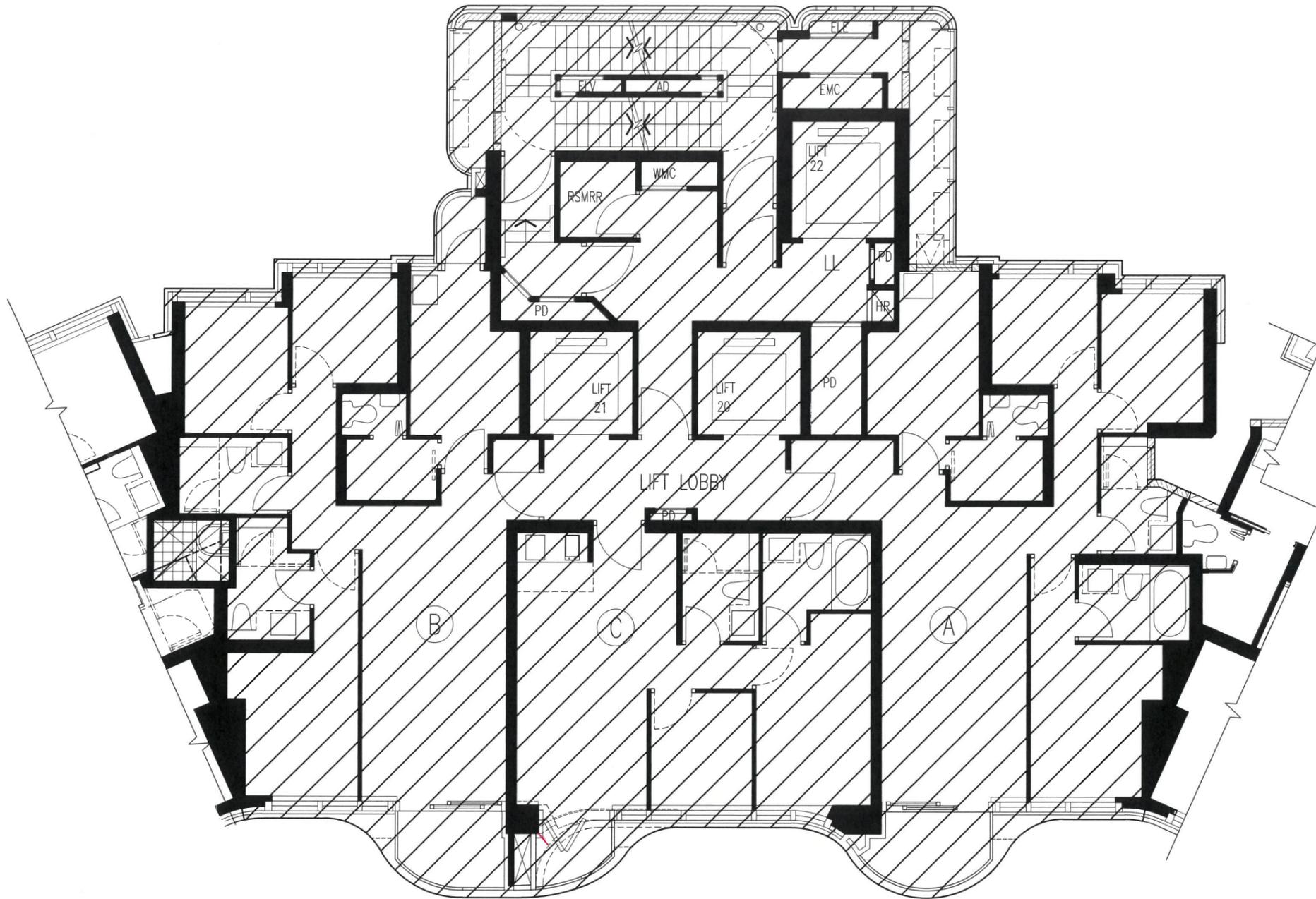
 SUBSEQUENT PHASE(S)

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PURPOSE ONLY

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|---|--|-------------------------------|-----------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 Talkoo Wan Road, Talkoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-047 | REV. NO. 05 |
| | TITLE: TOWER 7 UPPER ROOF & TOP ROOF PLANS | DATE: Jan. 2023 | SCALE: 1:100 |

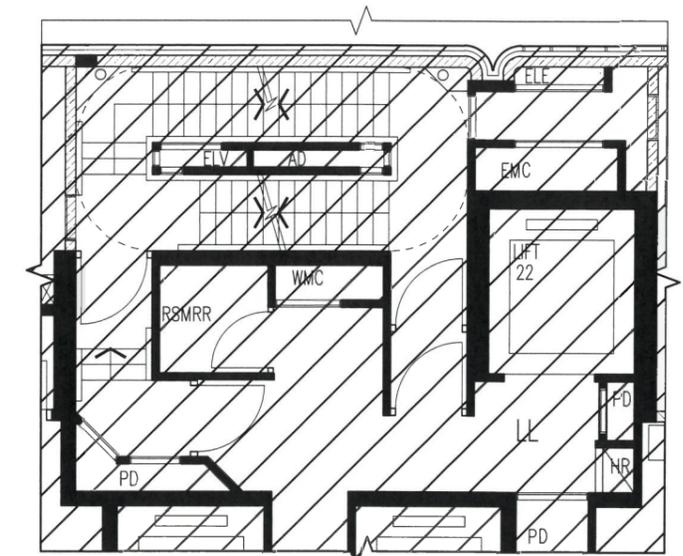
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 16. Jan. 2023



TOWER 8 2/F TO 8/F (LOW ZONE) PLAN

(6 STOREYS)
(FLOOR No. 4 NOT USED.)



TOWER 8 2/F PART PLAN

LEGENDS:

 SUBSEQUENT PHASE(S)

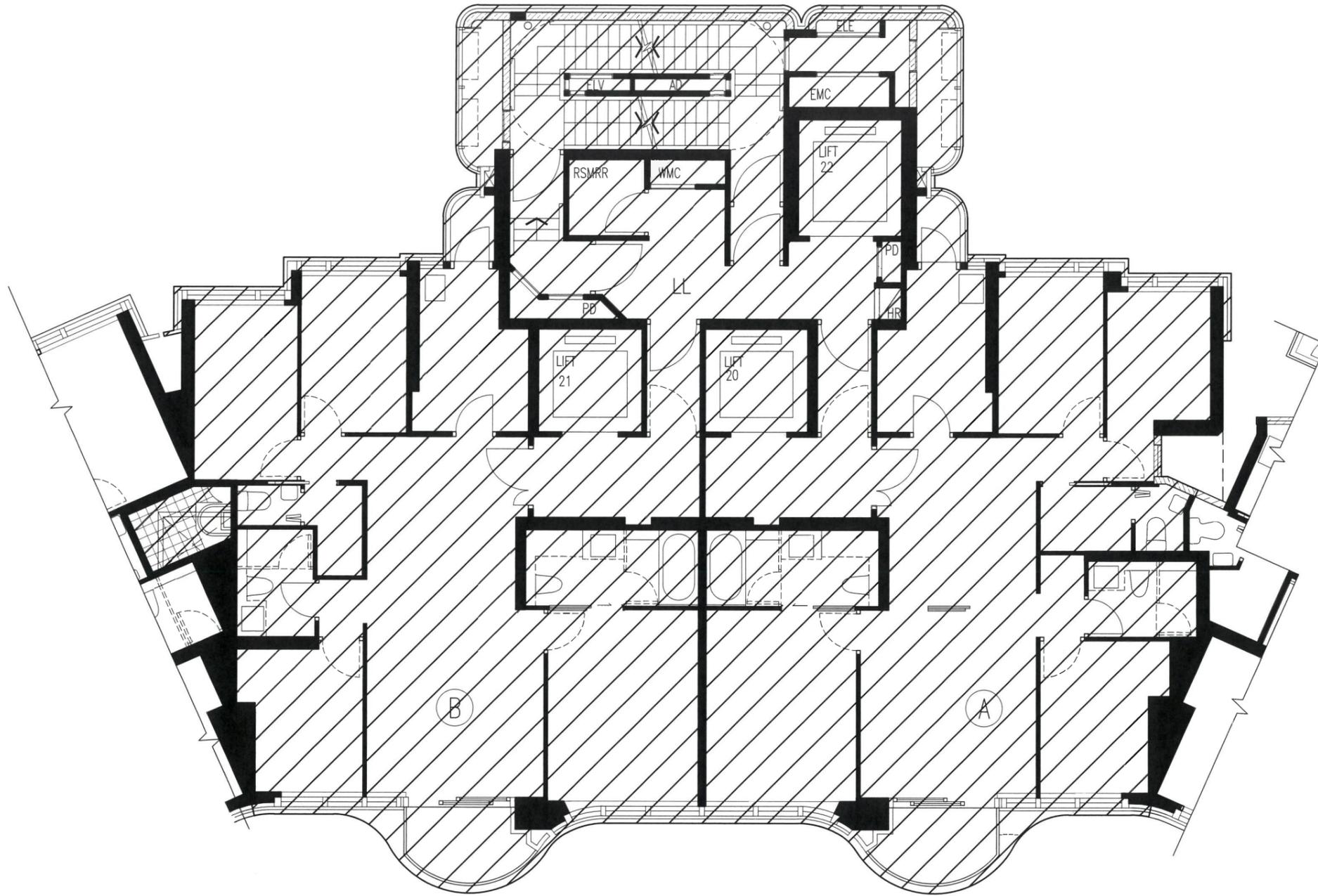
FOR IDENTIFICATION
PURPOSE ONLY

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|---|--|-------------------------------|-----------------------|
|  WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18th Floor, 14 Tai Kok Wan Road, Tai Koo Shing, Hong Kong T 852-2903 9888 F 852-2513 1726 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-048 | REV. NO. 05 |
| | TITLE: TOWER 8 2/F TO 8/F (LOW ZONE) PLAN | DATE: Jan. 2023 | SCALE: 1:100 |

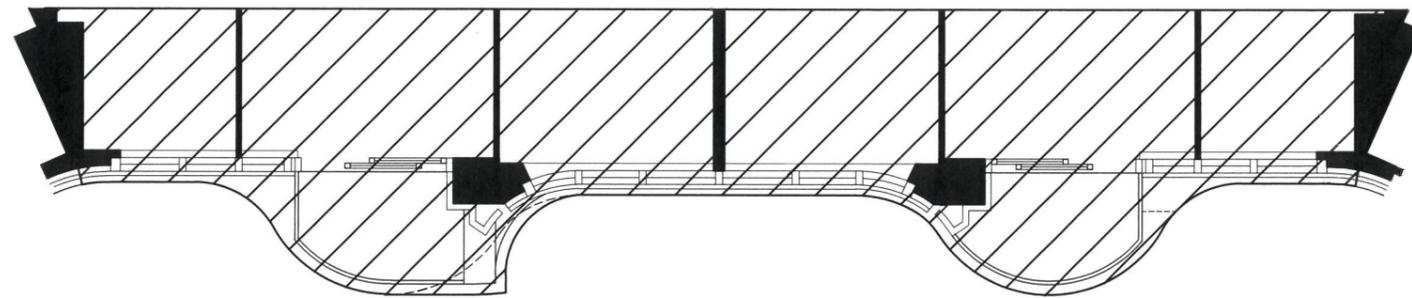
I hereby certify the accuracy of this plan.



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 16. Jan. 2023



TOWER 8 9/F TO 26/F
 (HIGH ZONE) PLAN
 (15 STOREYS)
 (FLOOR No. 13, 14, 24 NOT USED.)



TOWER 8
 9/F PART PLAN

I hereby certify the accuracy of this plan.

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 16. Jan. 2023

LEGENDS:

 SUBSEQUENT PHASE(S)

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 PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
 ARCHITECTS & PLANNERS



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 T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:

PROPOSED RESIDENTIAL DEVELOPMENT
 AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3
 KAI TAK, KOWLOON

TITLE:

TOWER 8 9/F TO 26/F (HIGH ZONE) PLAN

DRAWING NO.

DMC-049

REV. NO.

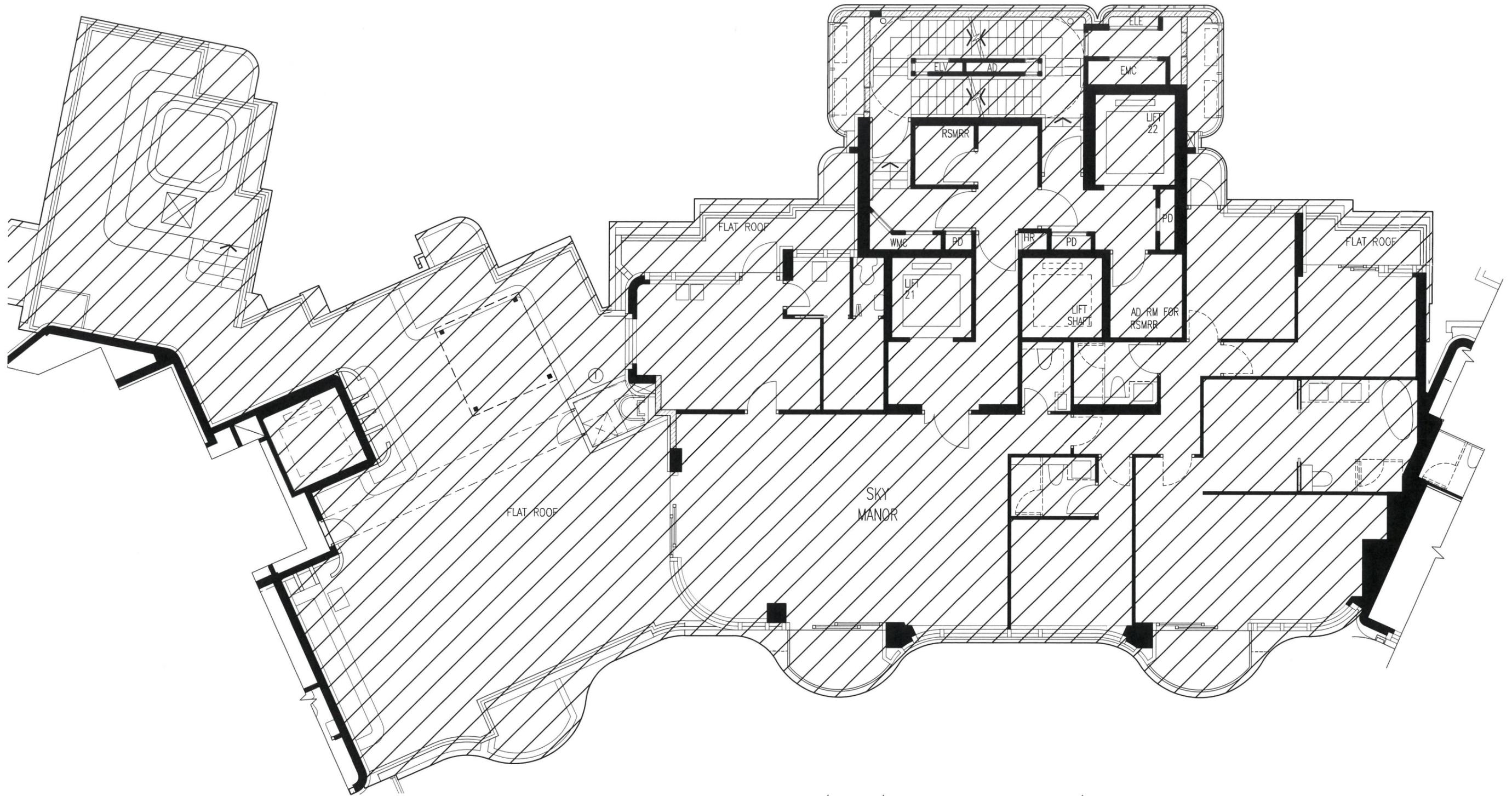
05

DATE:

Jan. 2023

SCALE:

1:100



TOWER 8 27/F (LOWER SIMPLEX) PLAN

I hereby certify the accuracy of this plan.

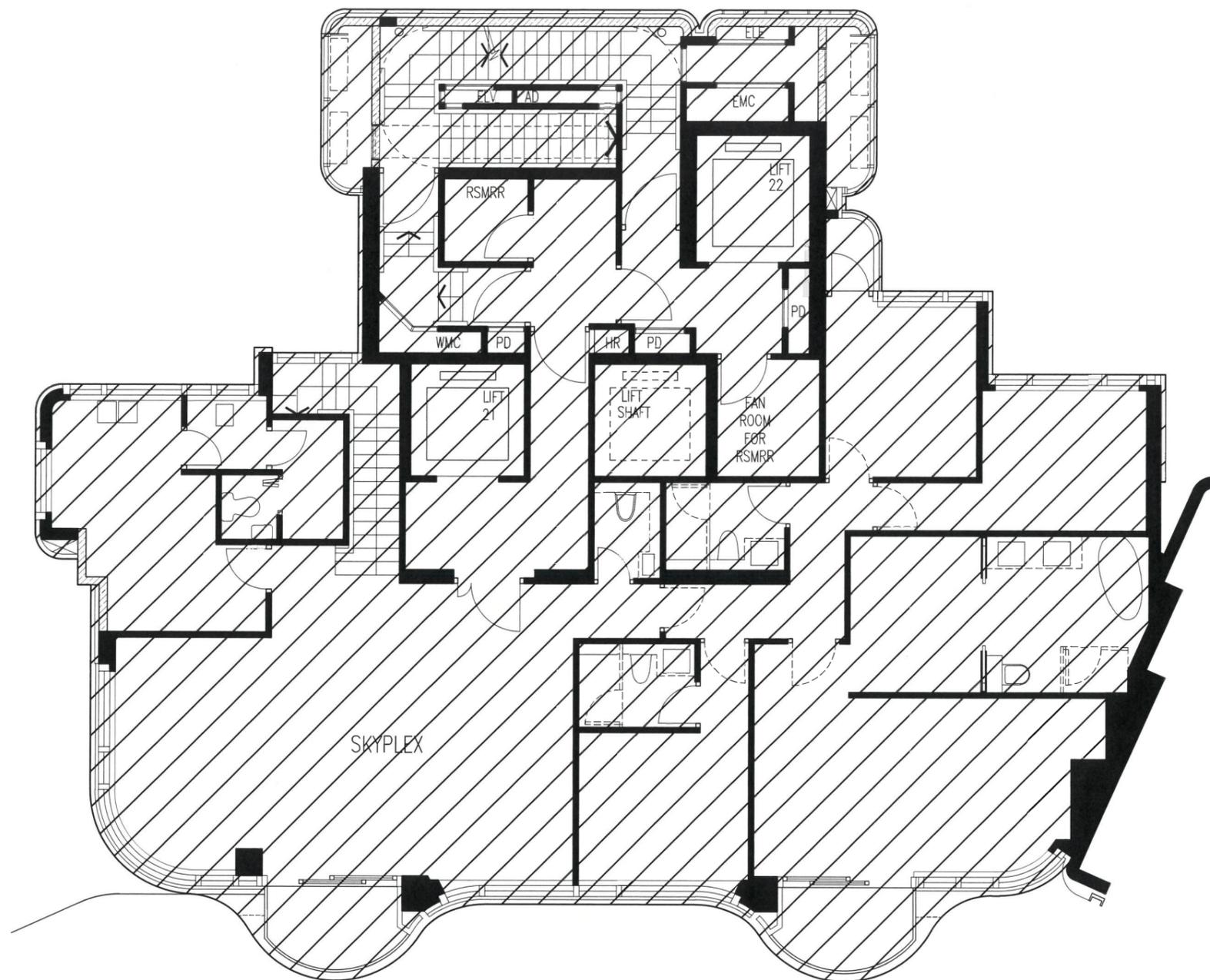
LEGENDS:

 SUBSEQUENT PHASE(S)


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| | TITLE: TOWER 8 27/F (LOWER SIMPLEX) PLAN | DATE: Jan. 2023 | SCALE: 1:100 |

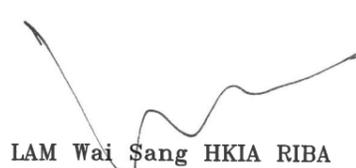


TOWER 8 28/F (UPPER SIMPLEX) PLAN

LEGENDS:

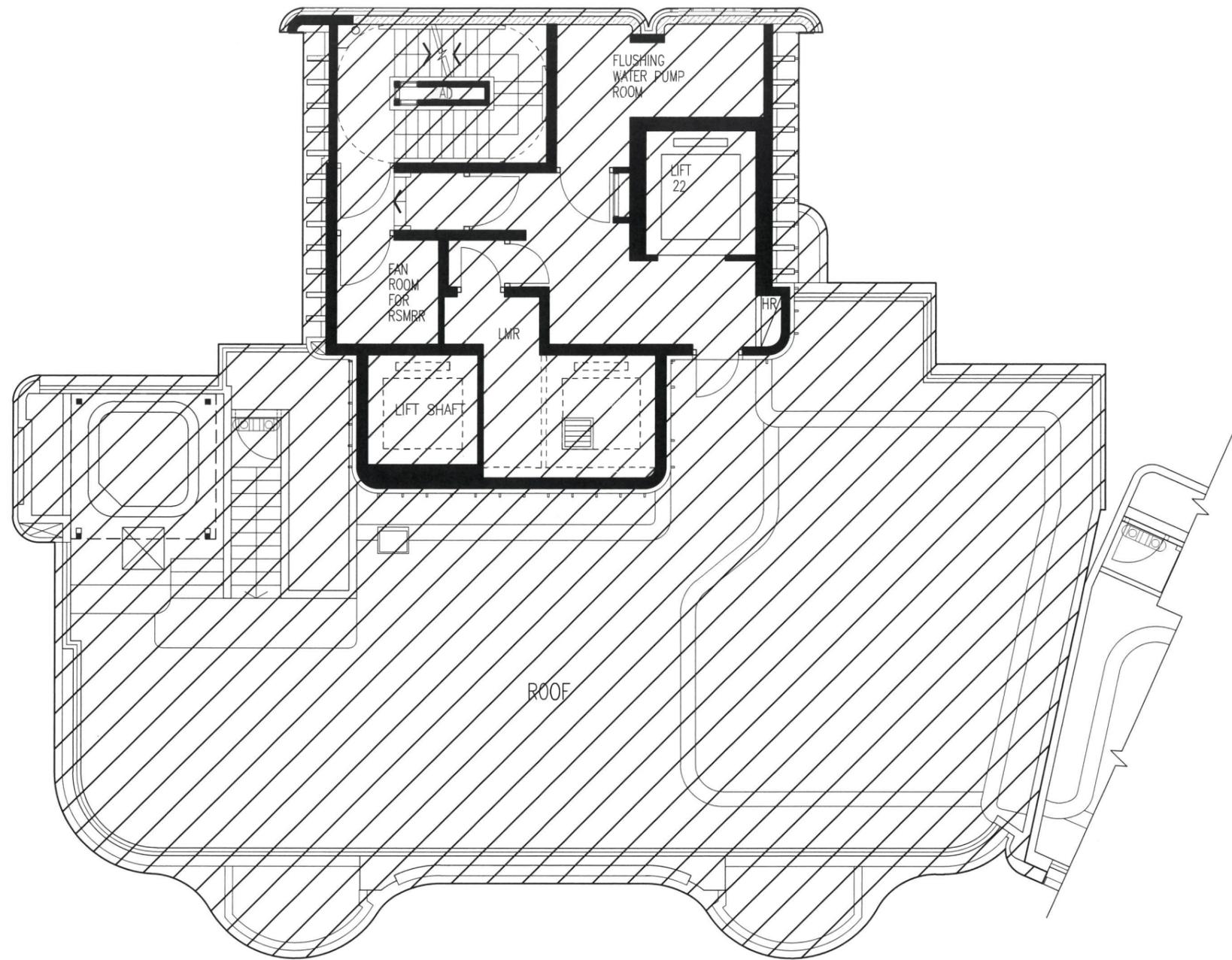
 SUBSEQUENT PHASE(S)

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| | TITLE: TOWER 8 28/F (UPPER SIMPLEX) PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 8 MAIN ROOF PLAN

LEGENDS:

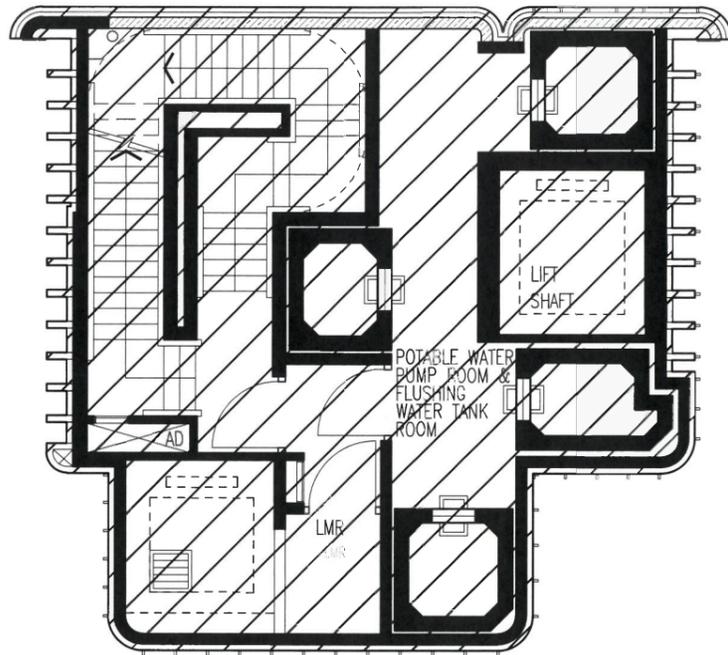
 SUBSEQUENT PHASE(S)

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| | TITLE: TOWER 8 MAIN ROOF PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 8 INTERMEDIATE ROOF PLAN

LEGENDS:

 SUBSEQUENT PHASE(S)

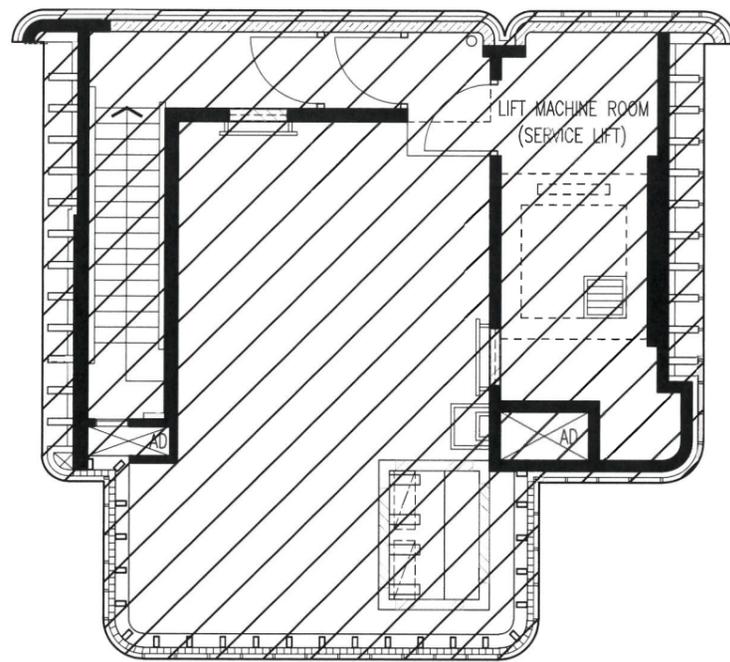
I hereby certify the accuracy of this plan.



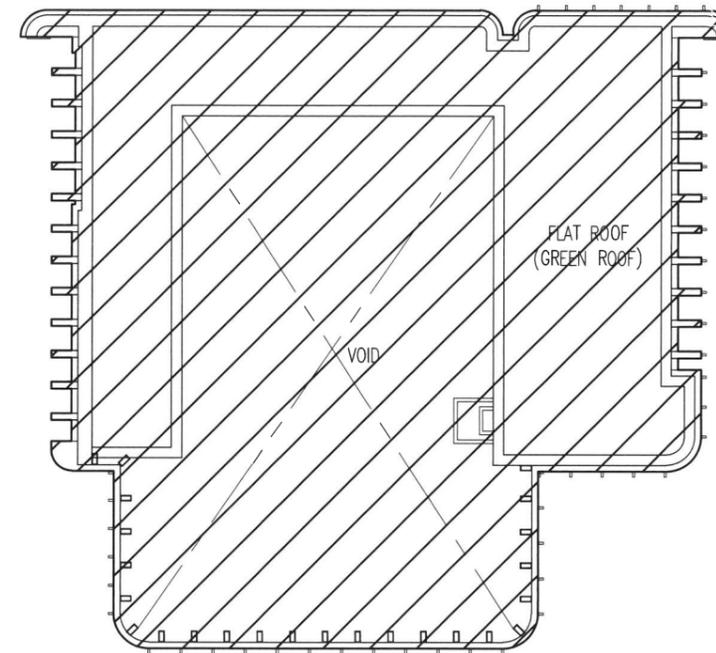
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16. Jan. 2023

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| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong T 852-2903 9888 F 852-2513 1726 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-053 | REV. NO. 05 |
| | TITLE: TOWER 8 INTERMEDIATE ROOF PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 8 UPPER ROOF PLAN



TOWER 8 TOP ROOF PLAN

LEGENDS:

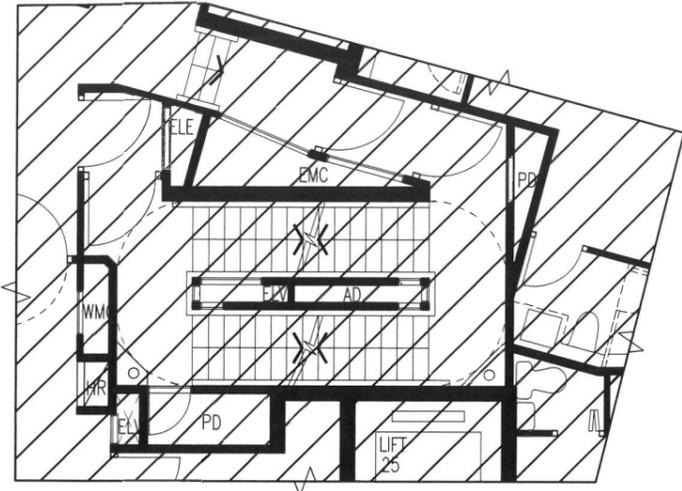
 SUBSEQUENT PHASE(S)

FOR IDENTIFICATION
PURPOSE ONLY

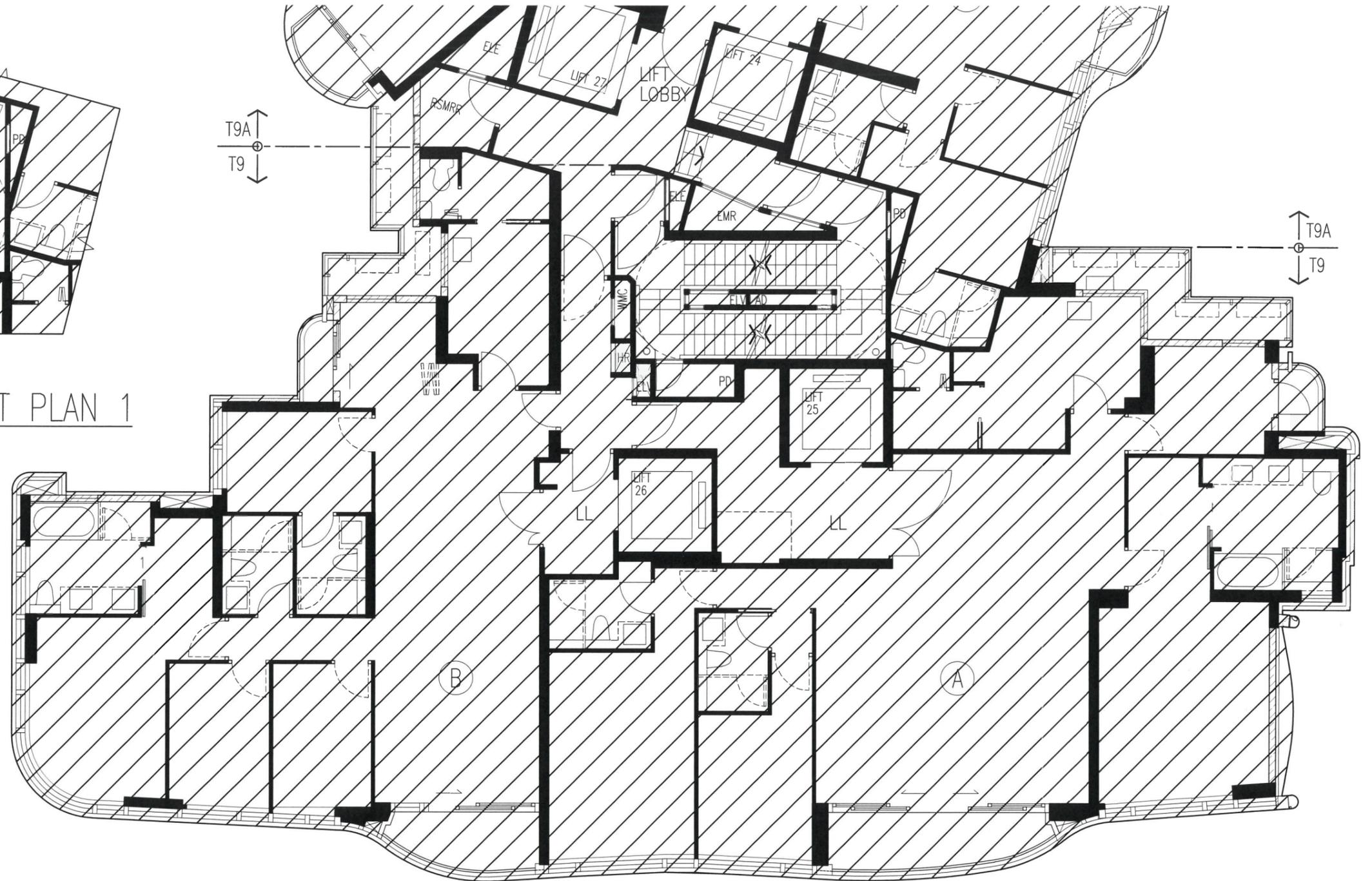
| | | | | |
|---|---|--|------------------------|-----------------|
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| | TITLE: TOWER 8 UPPER ROOF & TOP ROOF | | DATE: Jan. 2023 | SCALE: 1:100 |

I hereby certify the accuracy of this plan.


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 Registered Architect Authorized Person
 16. Jan. 2023



TOWER 9/9A 2/F PART PLAN 1



TOWER 9 2/F TO 8/F (LOW ZONE) PLAN

(6 STOREYS)
(FLOOR No. 4 NOT USED.)

I hereby certify the accuracy of this plan.

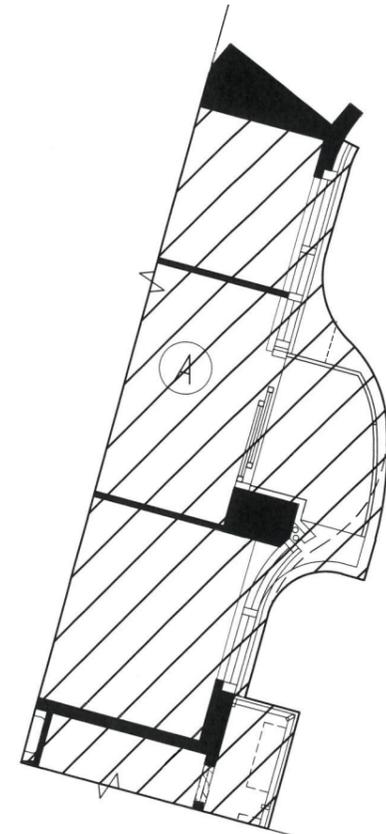
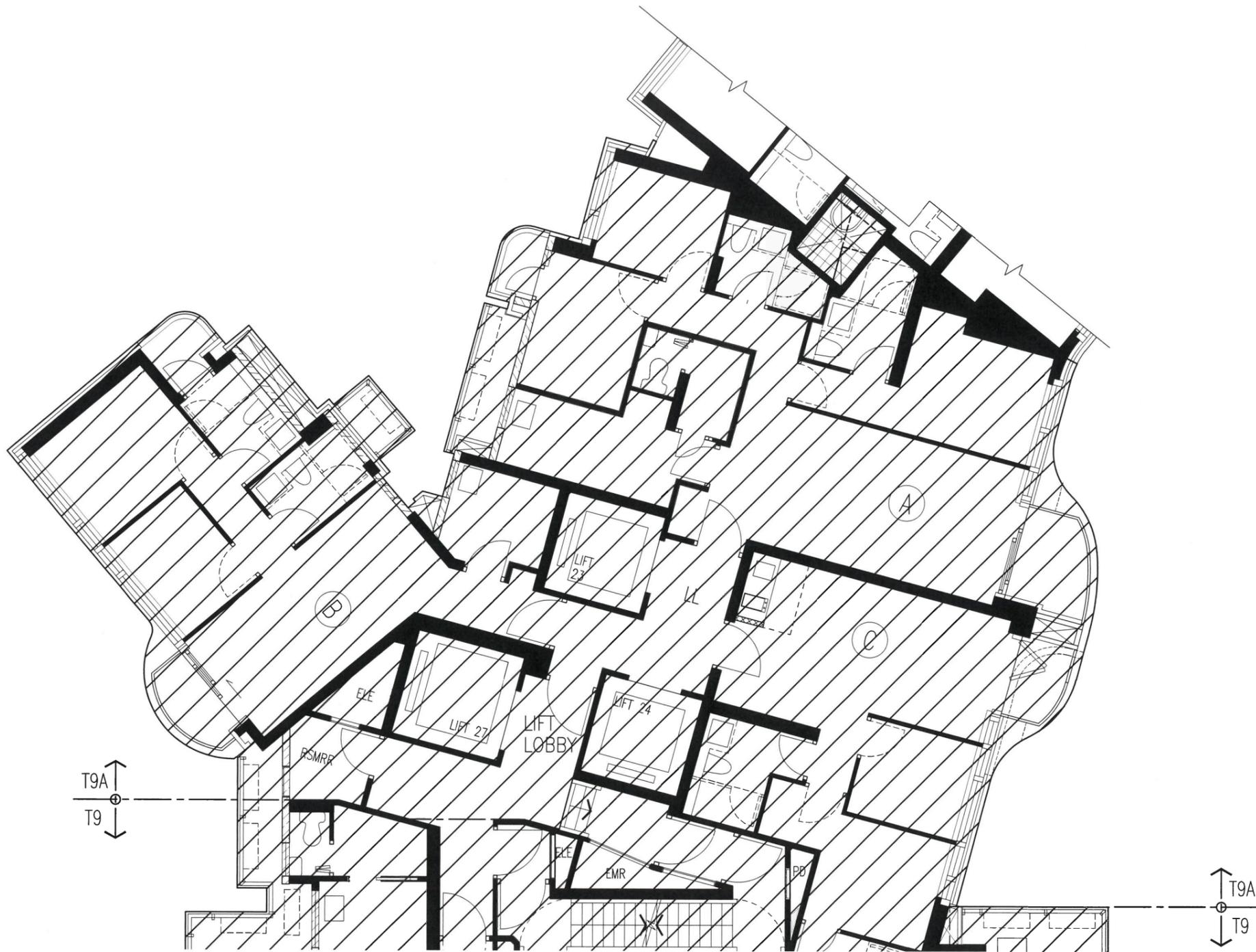
LEGENDS:

 SUBSEQUENT PHASE(S)

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16. Jan. 2023

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| | TITLE: TOWER 9/9A TOWER 9 2/F-8/F (LOW ZONE) PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 9A 9/F PART PLAN

TOWER 9A 2/F TO 8/F (LOW ZONE) PLAN

(6 STOREYS)
(FLOOR No. 4 NOT USED.)

I hereby certify the accuracy of this plan.

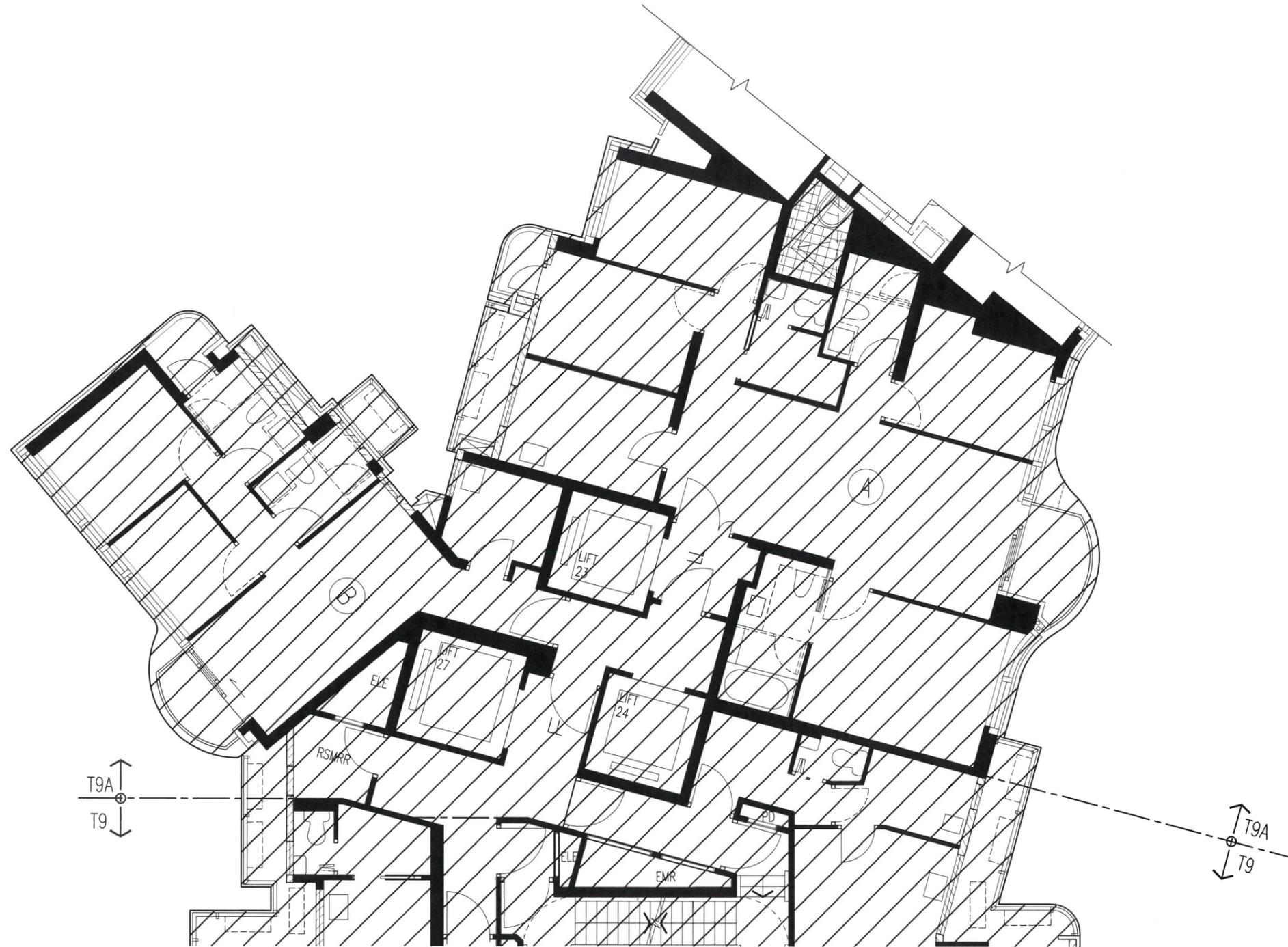
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Registered Architect Authorized Person
16. Jan. 2023

LEGENDS:

 SUBSEQUENT PHASE(S)

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| | TITLE: TOWER 9/9A TOWER 9A 2/F-8/F (LOW ZONE) PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 9A 9/F TO 25/F (HIGH ZONE) PLAN

(14 STOREYS)

(FLOOR No. 13, 14, 24 NOT USED.)

LEGENDS:

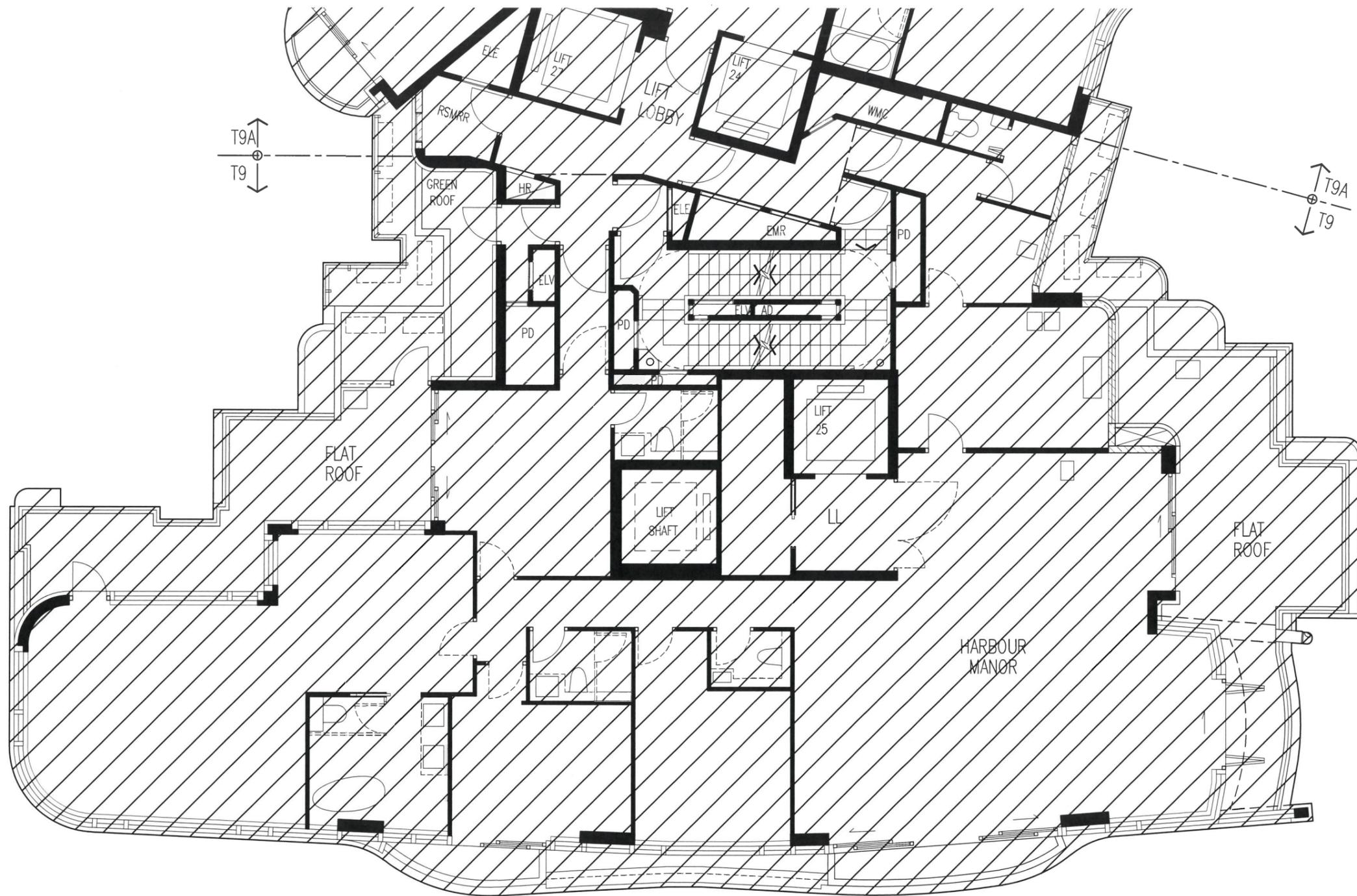
 SUBSEQUENT PHASE(S)

I hereby certify the accuracy of this plan.


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 Registered Architect Authorized Person
 16. Jan. 2023

FOR IDENTIFICATION
PURPOSE ONLY

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|---|--|-------------------------------|-----------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>19th Floor, 14 Tai Kok Wan Road, Tai Koo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-058 | REV. NO. 05 |
| | TITLE: TOWER 9/9A TOWER 9A 9/F-25/F (HIGH ZONE) PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 9 26/F HARBOUR MANOR PLAN

I hereby certify the accuracy of this plan.

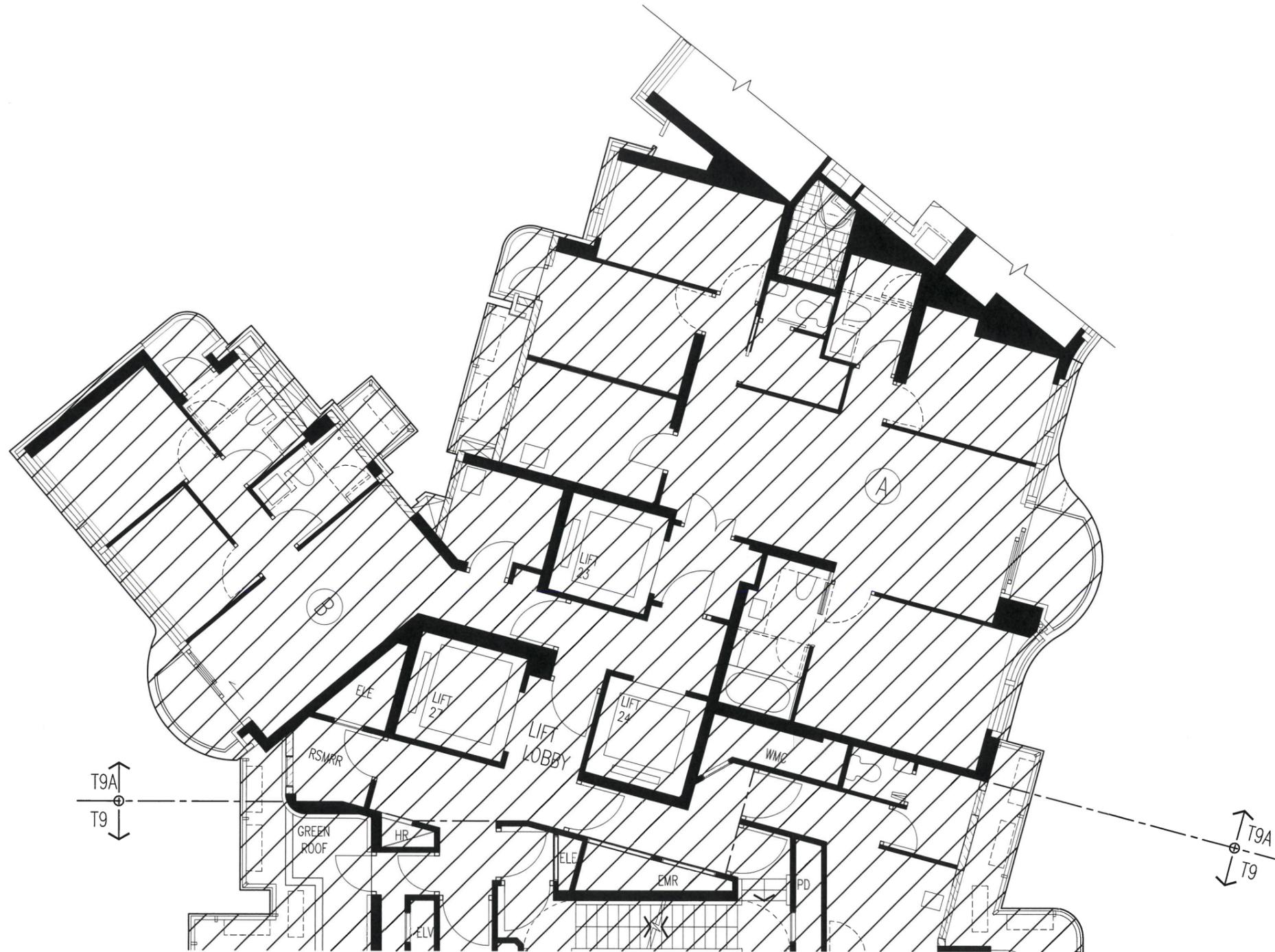
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Registered Architect Authorized Person
16. Jan. 2023

LEGENDS:

 SUBSEQUENT PHASE(S)

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| | TITLE: TOWER 9/9A TOWER 9 26/F PLAN | | DMC-059 | 05 |
| | | DATE: Jan. 2023 | SCALE: 1:100 | |

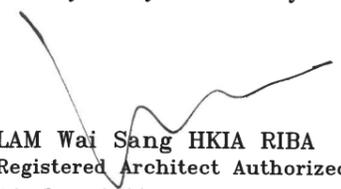


TOWER 9A 26/F PLAN

LEGENDS:

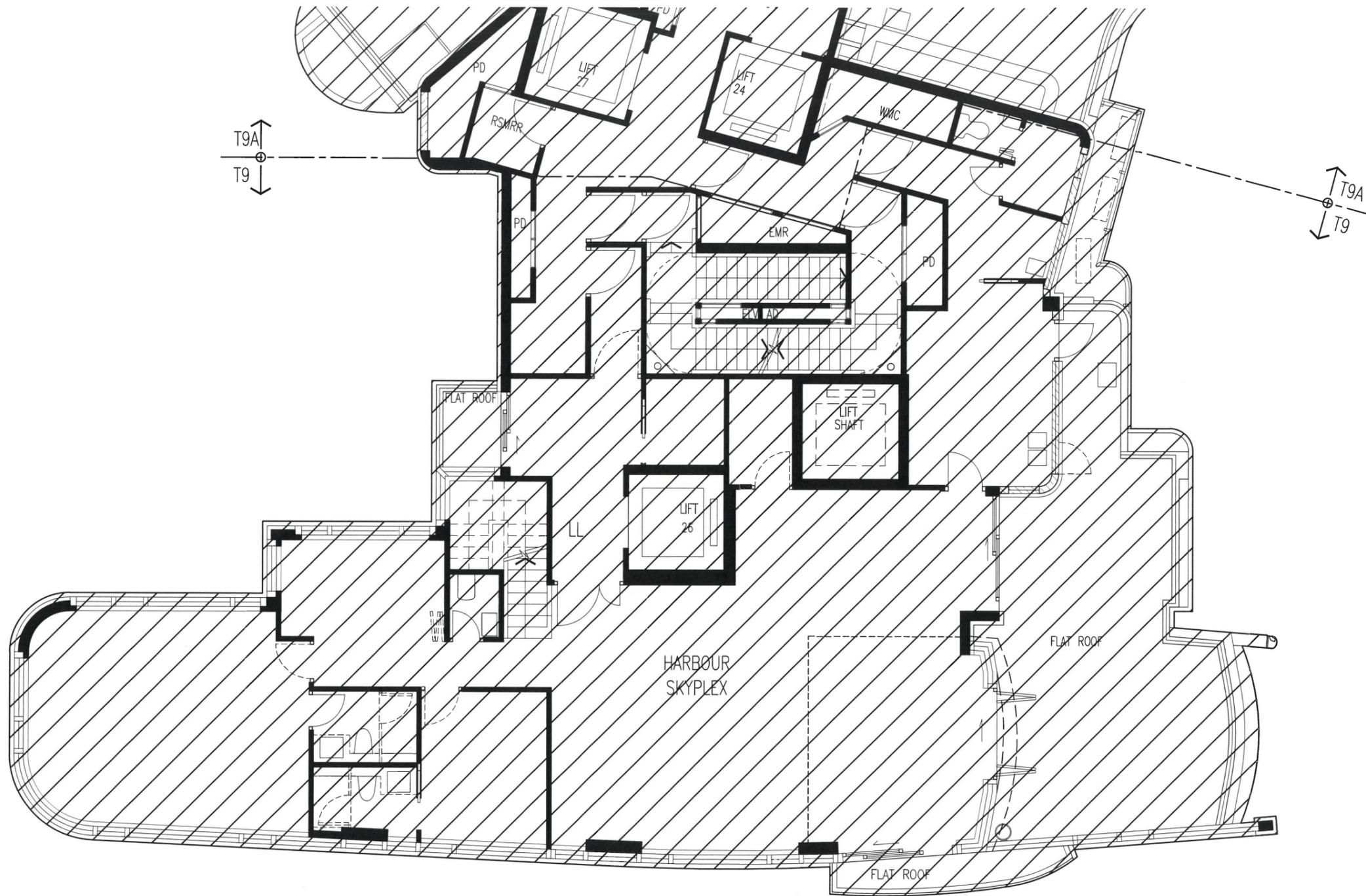
 SUBSEQUENT PHASE(S)

I hereby certify the accuracy of this plan.


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 Registered Architect Authorized Person
 16. Jan. 2023

FOR IDENTIFICATION
 PURPOSE ONLY

| | | | |
|--|---|------------------------|----------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>19th Floor, 14 Talook Wan Road, Talikoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1729 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-060 | REV. NO. 05 |
| | TITLE: TOWER 9/9A TOWER 9A 26/F PLAN | DATE: Jan. 2023 | SCALE: 1:100 |

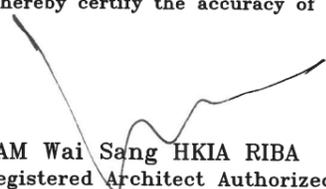


TOWER 9 27/F HARBOUR SKYPLEX PLAN (LOWER DUPLEX)

LEGENDS:

 SUBSEQUENT PHASE(S)

I hereby certify the accuracy of this plan.


LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

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PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS

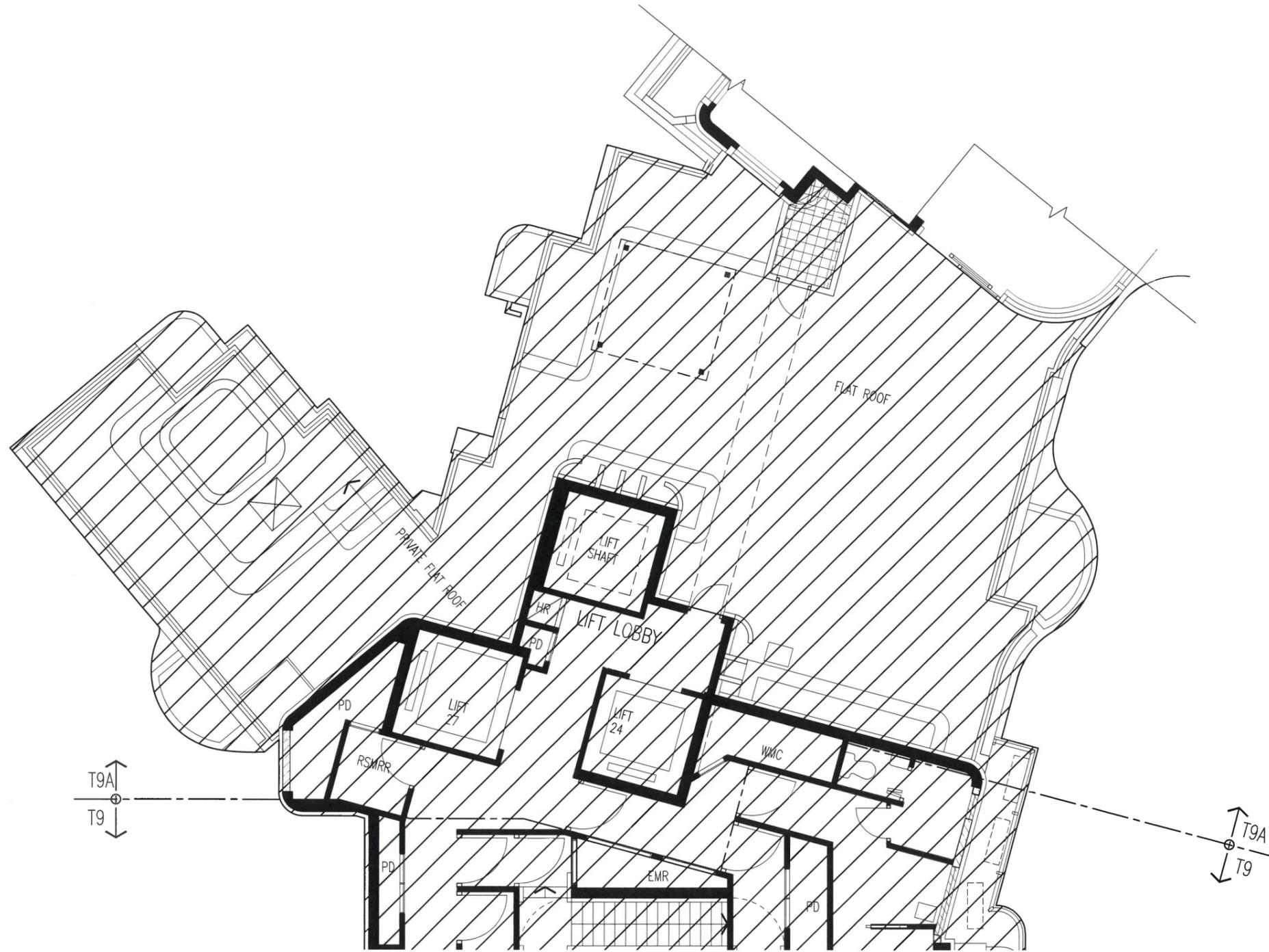


18th Floor, 14 Tai Kok Wan Road, Tai Kok Shing, Hong Kong
T 852-2603 9888 F 852-2513 1728 www.wongtung.com

PROJECT:
**PROPOSED RESIDENTIAL DEVELOPMENT
 AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3
 KAI TAK, KOWLOON**

TITLE:
TOWER 9/9A TOWER 9 27/F (LOWER DUPLEX) PLAN

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| DRAWING NO. DMC-061 | REV. NO. 05 |
| DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 9A 27/F HARBOUR SKYPLEX PLAN (LOWER DUPLEX)

LEGENDS:

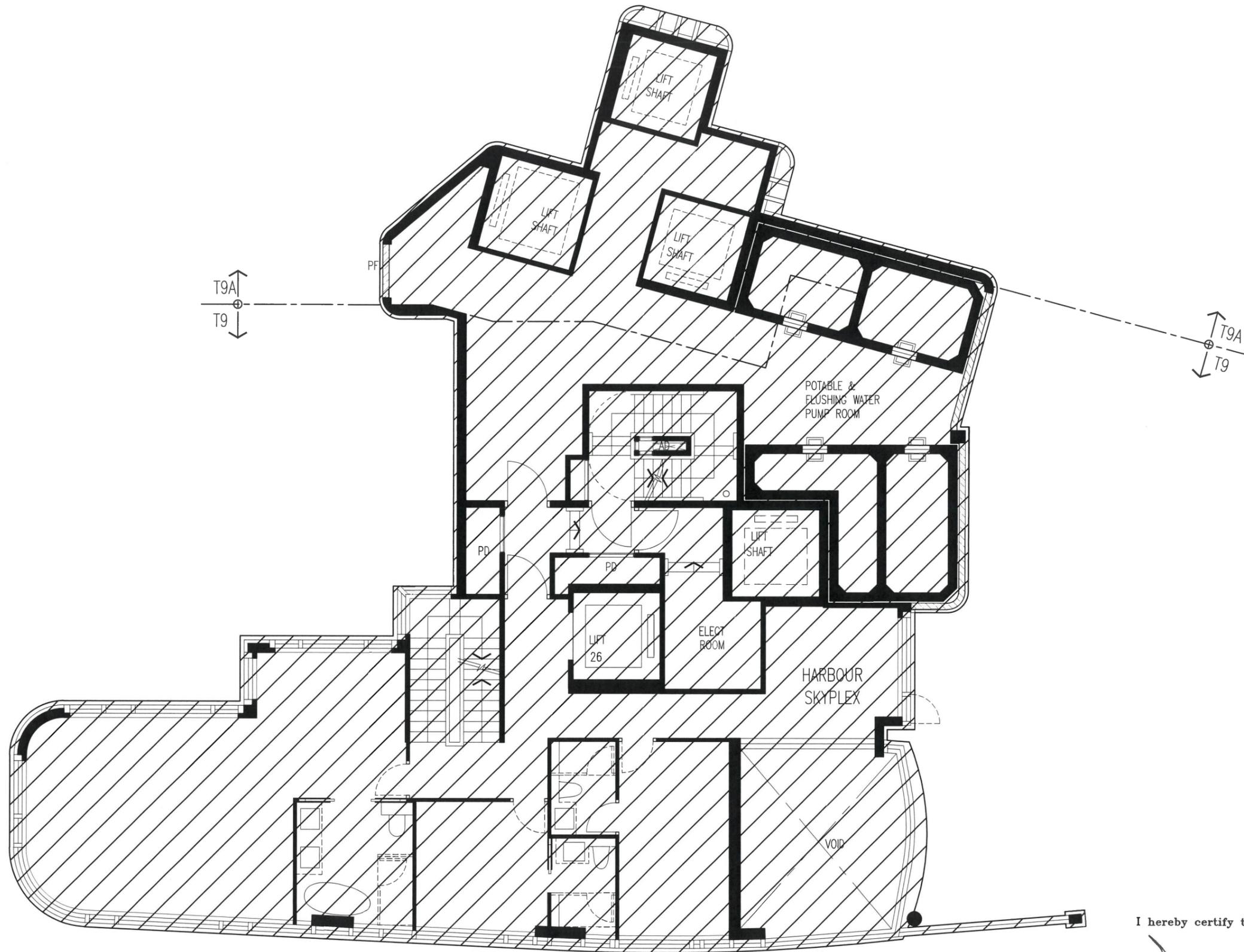
 SUBSEQUENT PHASE(S)

I hereby certify the accuracy of this plan.


 LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

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PURPOSE ONLY

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|---|---|------------------------|----------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-062 | REV. NO. 05 |
| | TITLE: TOWER 9/9A TOWER 9A 27/F (LOWER DUPLEX) PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



LEGENDS:

 SUBSEQUENT PHASE(S)

TOWER 9/9A 28/F HARBOUR SKYPLEX PLAN (UPPER DUPLEX)

I hereby certify the accuracy of this plan.


LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

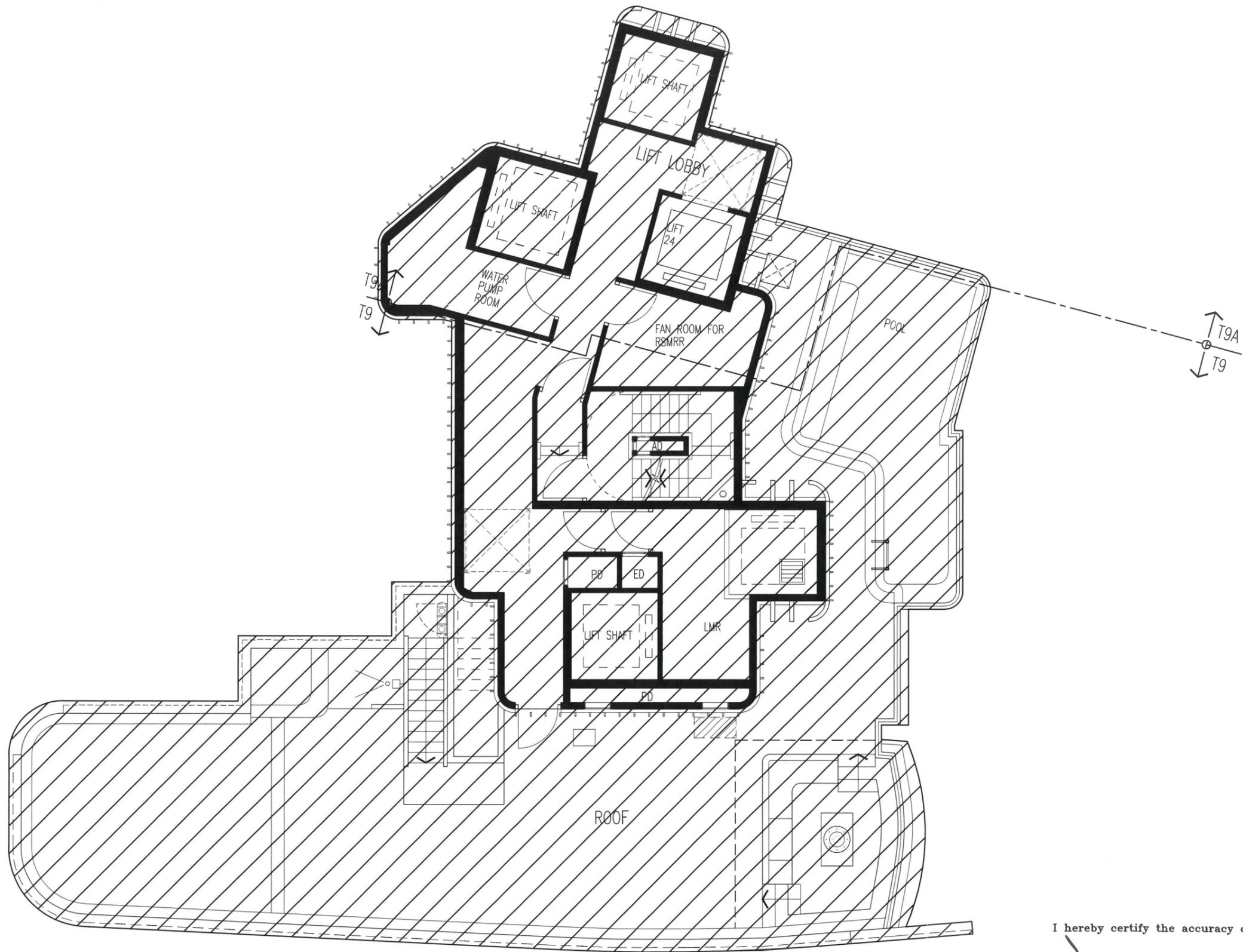
FOR IDENTIFICATION
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
 ARCHITECTS & PLANNERS

 18th Floor, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong
 T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:
 PROPOSED RESIDENTIAL DEVELOPMENT
 AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3
 KAI TAK, KOWLOON
 TITLE:
 TOWER 9/9A TOWER 9 28/F (UPPER DUPLEX) PLAN

| | |
|------------------------|----------------|
| DRAWING NO. DMC-063 | REV. NO. 05 |
| DATE: Jan. 2023 | SCALE: 1:100 |



LEGENDS:

 SUBSEQUENT PHASE(S)

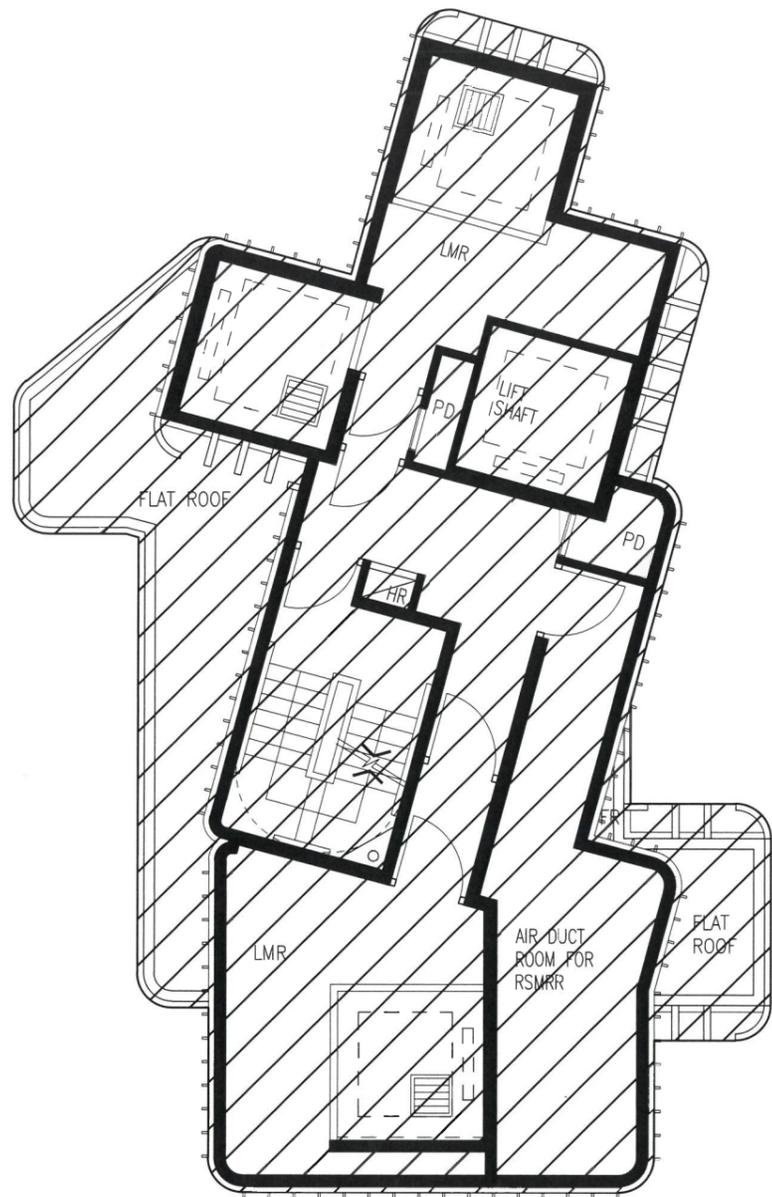
TOWER 9/9A MAIN ROOF PLAN

I hereby certify the accuracy of this plan.

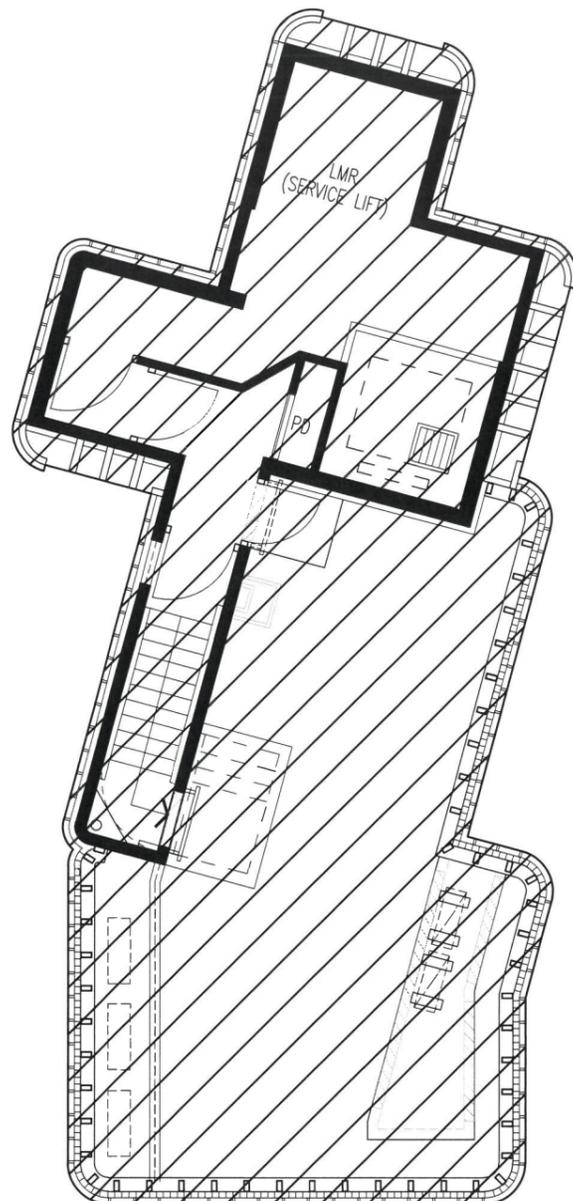
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16. Jan. 2023

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PURPOSE ONLY

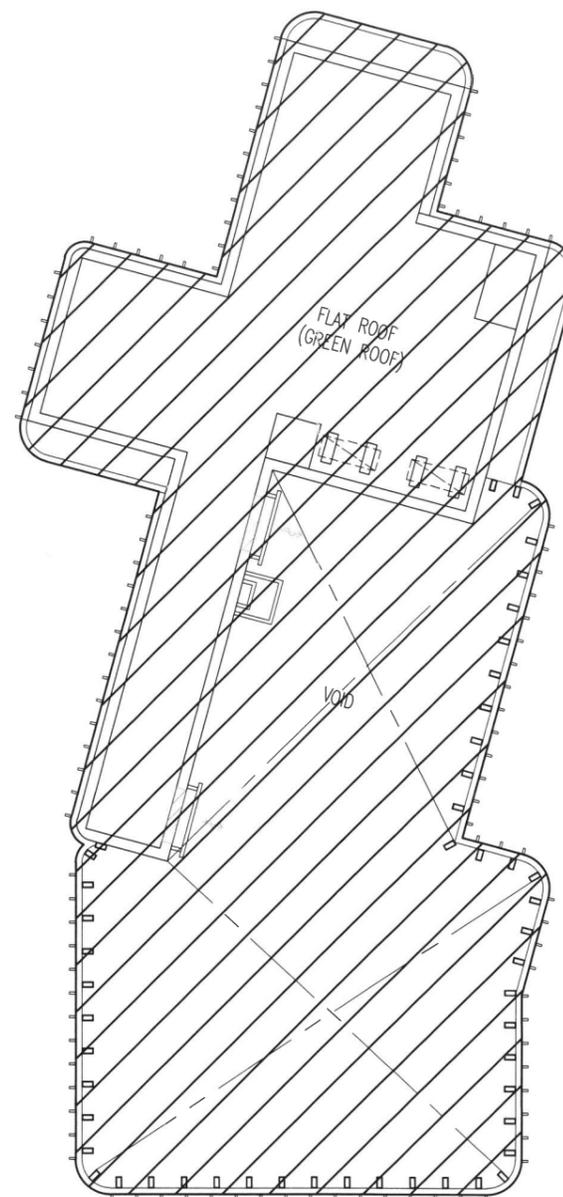
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| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-064 | REV. NO. 05 |
| | TITLE: TOWER 9/9A MAIN ROOF PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



TOWER 9/9A INTERMEDIATE ROOF PLAN



TOWER 9/9A UPPER ROOF PLAN

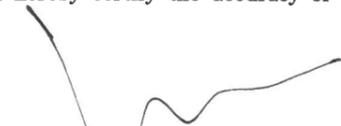


TOWER 9/9A TOP ROOF PLAN

LEGENDS:

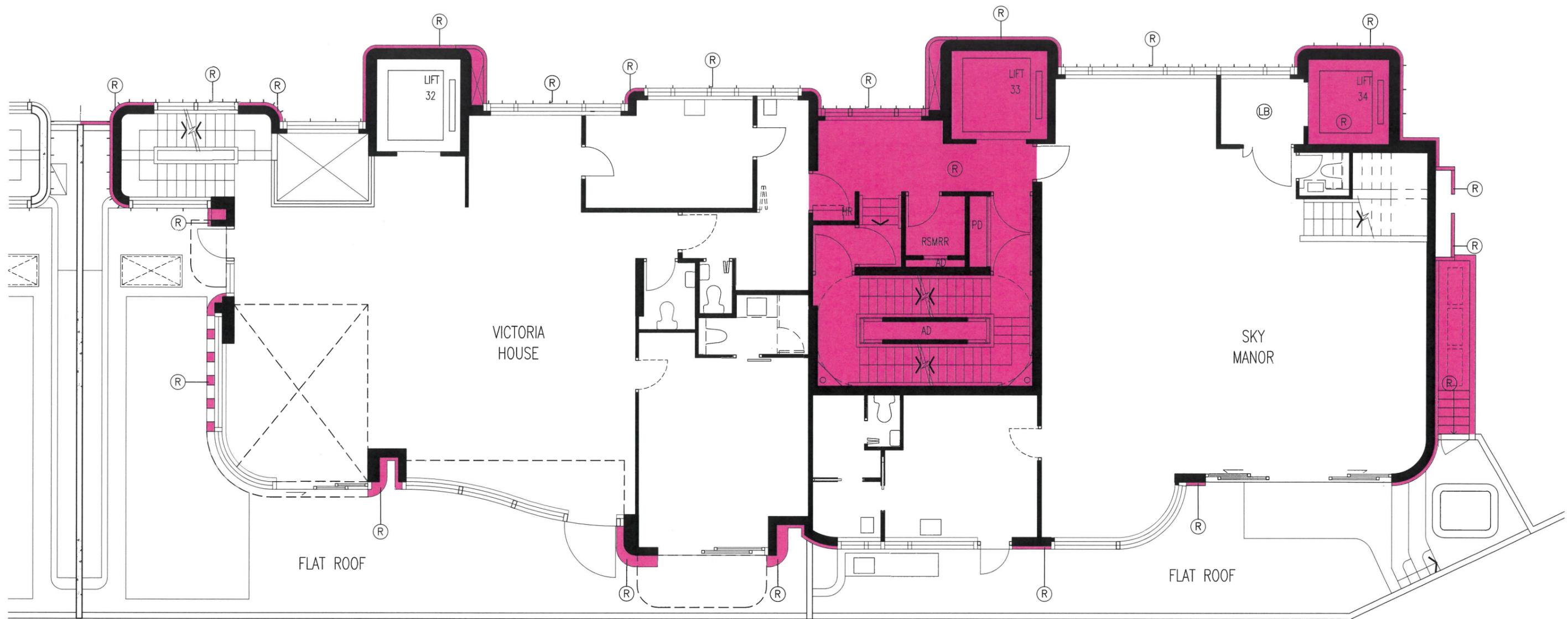
 SUBSEQUENT PHASE(S)

I hereby certify the accuracy of this plan.


LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

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|---|---|--|-------------------------------|-----------------------|
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| | TITLE: TOWER 9/9A INTERMEDIATE ROOF PLAN, UPPER ROOF PLAN & TOP ROOF PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |



MANSION 1 (LOW-RISE 1) 2/F PLAN
(LOWER DUPLEX)

LEGENDS:

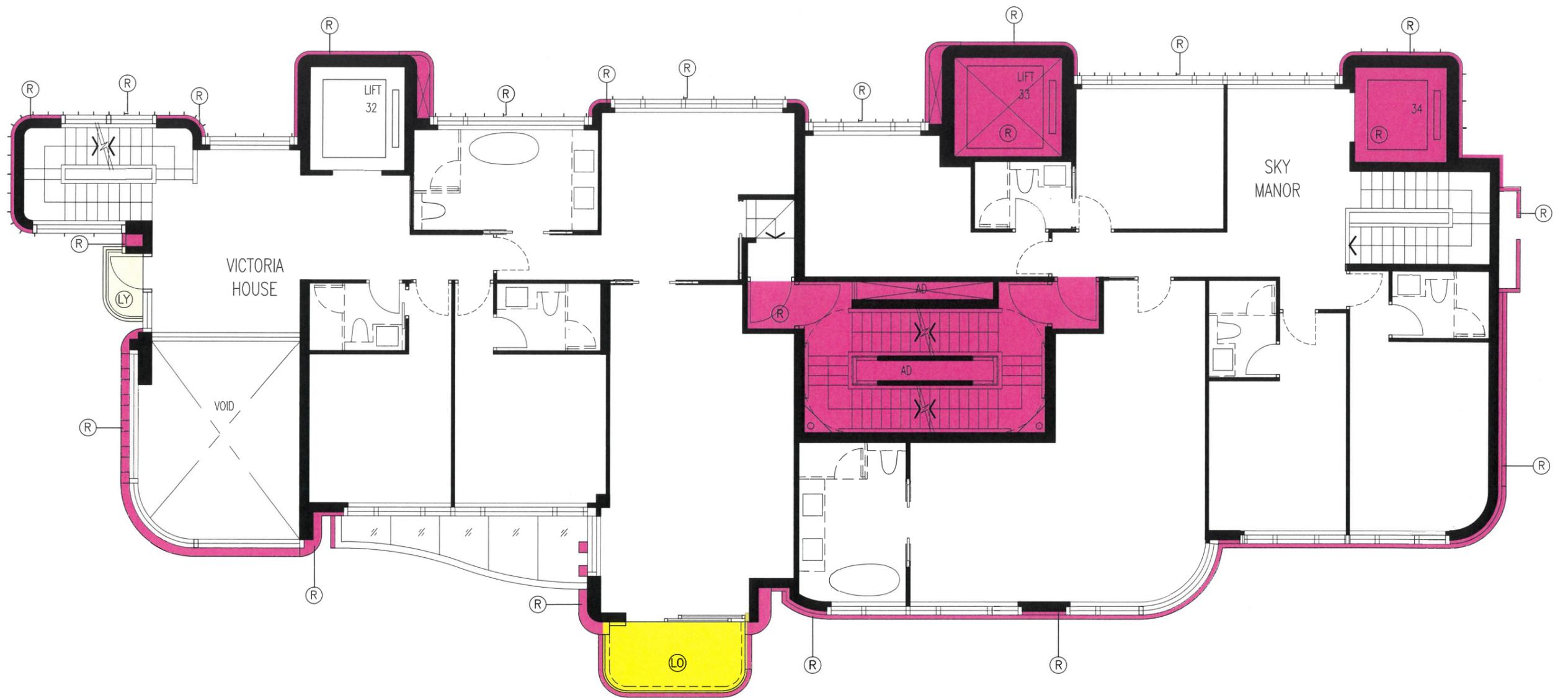
- R LOW-RISE 1 COMMON AREAS AND FACILITIES (RED)
- LB PRIVATE LIFT LOBBY

I hereby certify the accuracy of this plan.

LAM Wai Sang
LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

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PURPOSE ONLY

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|--|--|--|-------------------------------|------------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 Talikoo Wan Road, Talikoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | | DRAWING NO. DMC-066 | REV. NO. 05 |
| | TITLE: MANSION 1 (LOW-RISE 1) 2/F PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |



MANSION 1 (LOW-RISE 1) 3/F PLAN
(UPPER DUPLEX)

LEGENDS:

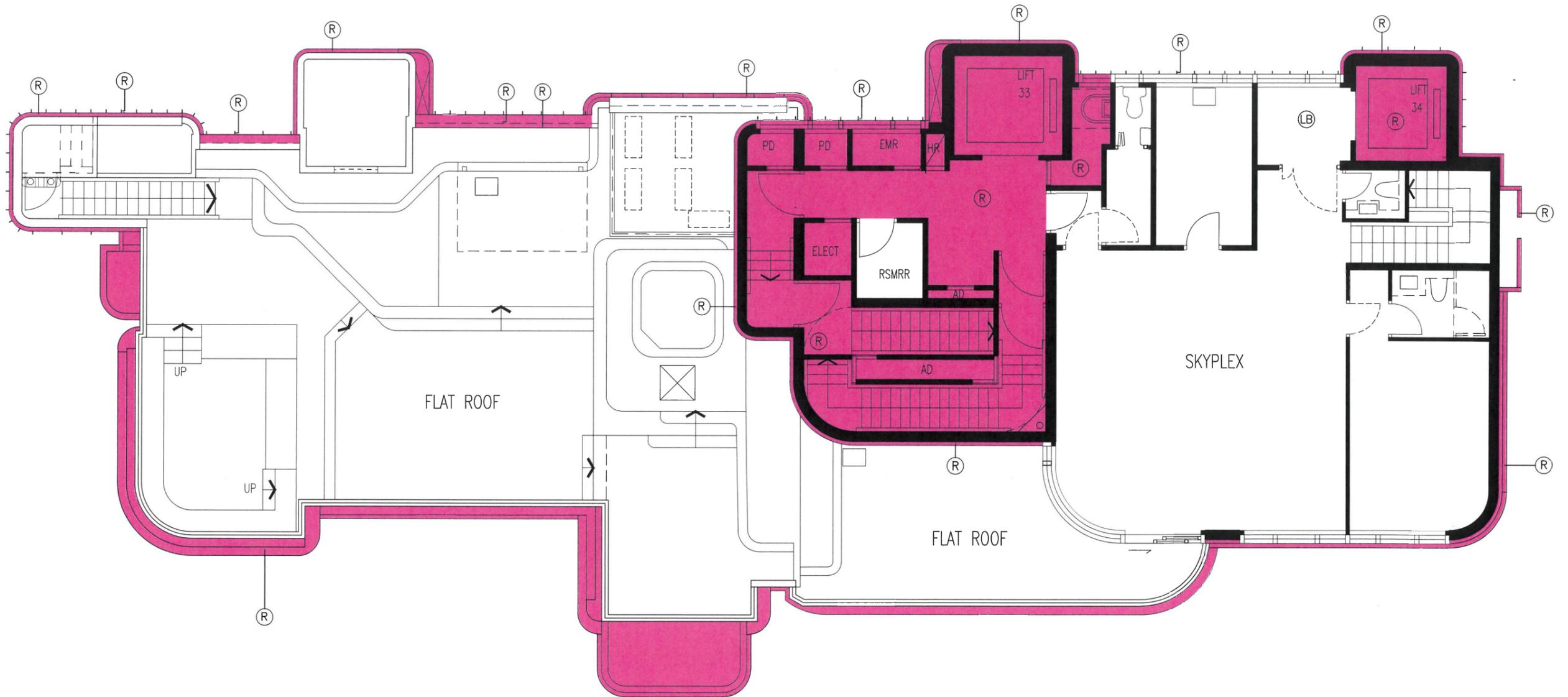
- LOW-RISE 1 COMMON AREAS AND FACILITIES (RED)
- BALCONY (LIGHT ORANGE)
- UTILITY PLATFORM (LIGHT YELLOW)

I hereby certify the accuracy of this plan.

LAM Wai Sang
LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

FOR IDENTIFICATION
PURPOSE ONLY

| | | | |
|---|--|-------------------------------|-----------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18th Floor, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong T 852-2803 8888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-067 | REV. NO. 05 |
| | TITLE: MANSION 1 (LOW-RISE 1) 3/F PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



MANSION 1 (LOW-RISE 1) 5/F PLAN
(LOWER SKYPLEX)

LEGENDS:

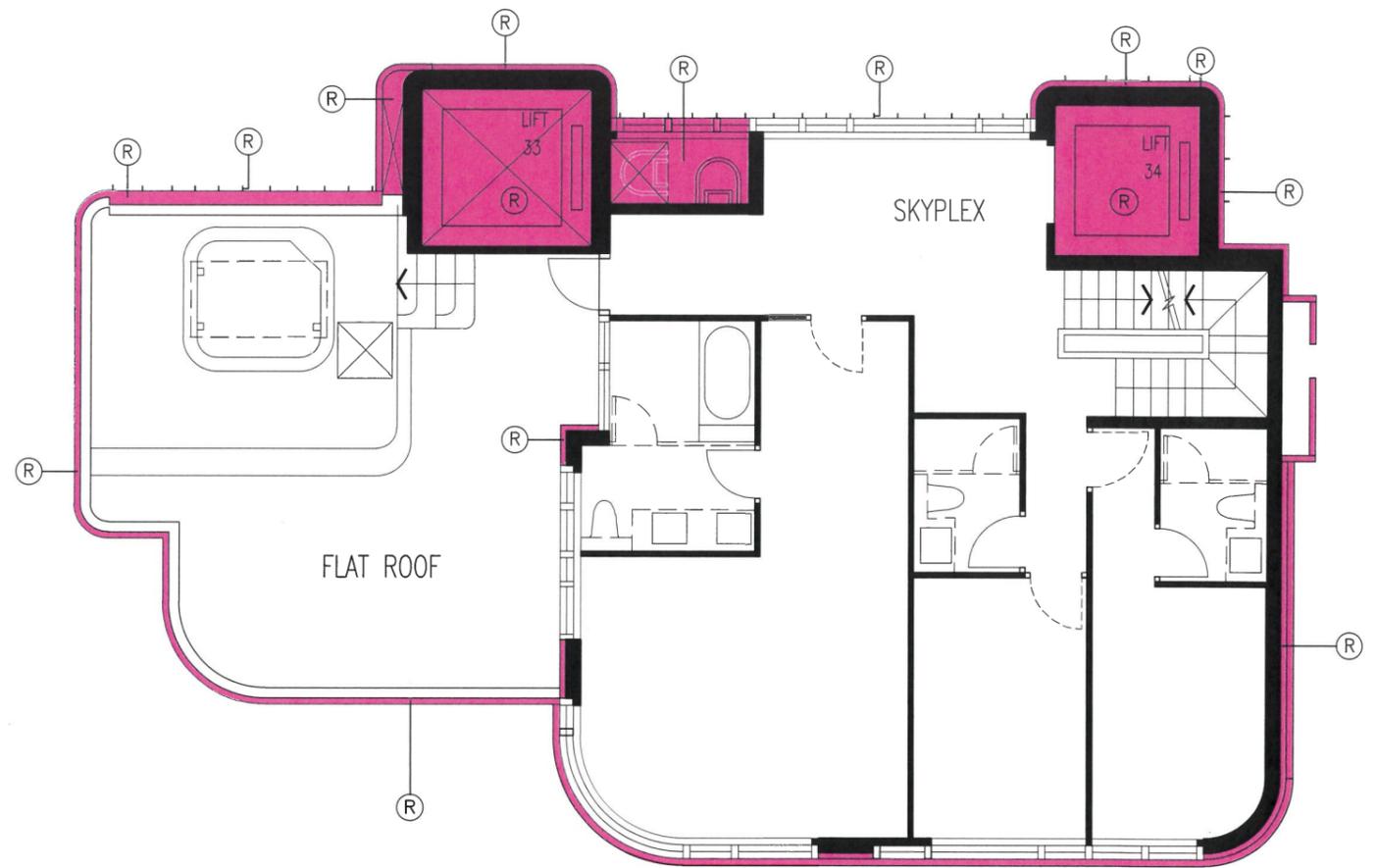
- R LOW-RISE 1 COMMON AREAS AND FACILITIES (RED)
- LB PRIVATE LIFT LOBBY

I hereby certify the accuracy of this plan.

LAM Wai Sang
LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

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|---|--|-------------------------------|-----------------------|
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| | TITLE: MANSION 1 (LOW-RISE 1) 5/F PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



MANSION 1 (LOW-RISE 1) 6/F PLAN
(UPPER SKYPLEX)

LEGENDS:

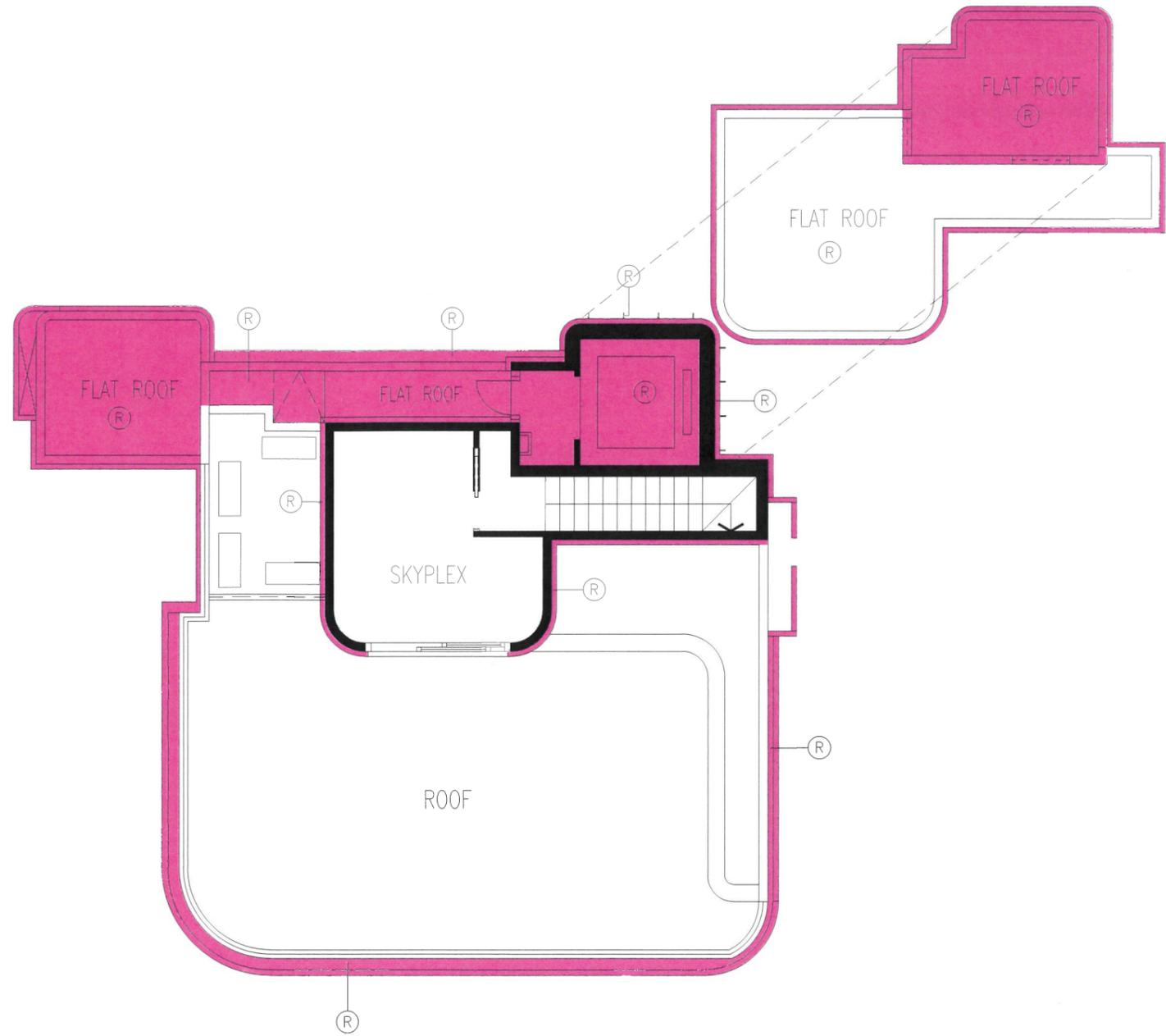
 LOW-RISE 1 COMMON AREAS AND FACILITIES (RED)

I hereby certify the accuracy of this plan.


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Registered Architect Authorized Person
16. Jan. 2023

FOR IDENTIFICATION
PURPOSE ONLY

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|---|---|------------------------|----------------|
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| | TITLE: MANSION 1 (LOW-RISE 1) 6/F PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



MANSION 1 (LOW-RISE 1) R/F PLAN

LEGENDS:

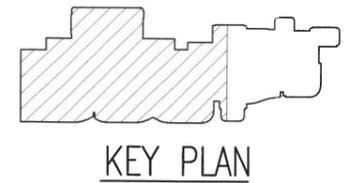
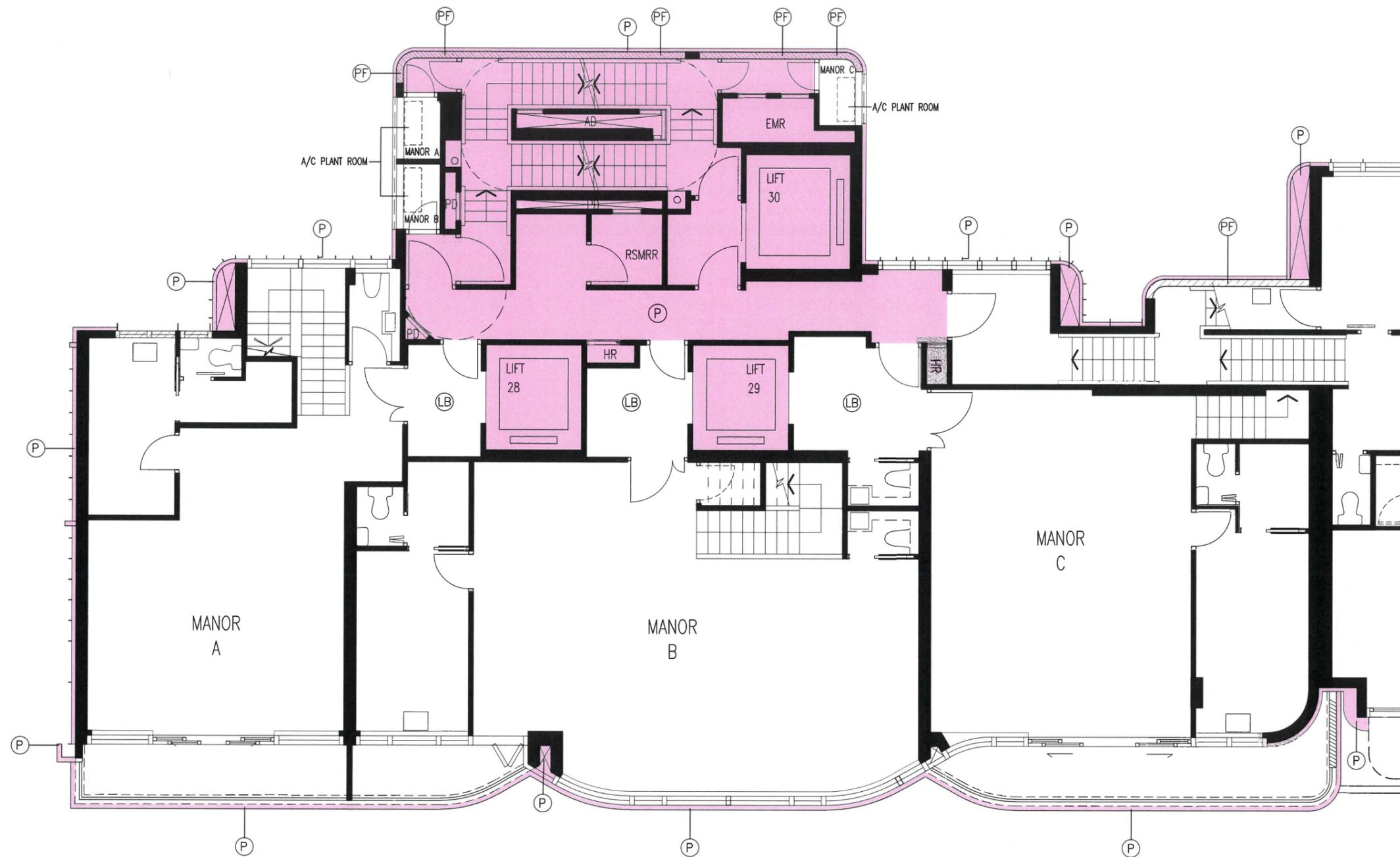
(R) LOW-RISE 1 COMMON AREAS AND FACILITIES (RED)

I hereby certify the accuracy of this plan.

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Registered Architect Authorized Person
16. Jan. 2023

FOR IDENTIFICATION PURPOSE ONLY

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|---|---|------------------------|-----------------|
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| | TITLE: MANSION 1 (LOW-RISE 1) ROOF PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



MANSION 2 (LOW-RISE 2) 2/F PLAN
(LOWER DUPLEX)

LEGENDS:

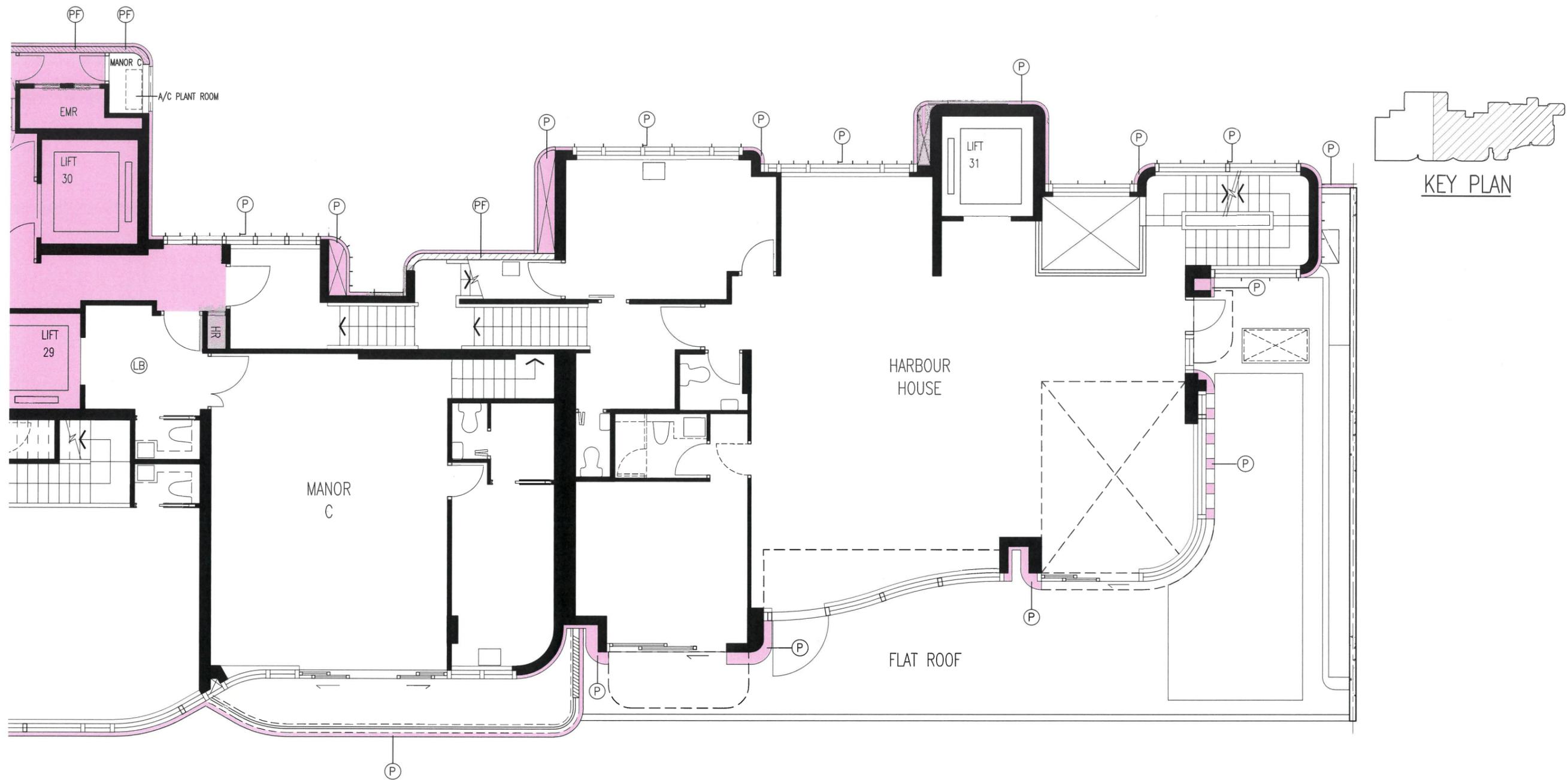
- P LOW-RISE 2 COMMON AREAS AND FACILITIES (PINK)
- PF LOW-RISE 2 COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (PINK)
- LB PRIVATE LIFT LOBBY
- PF PREFABRICATED EXTERNAL WALL

I hereby certify the accuracy of this plan.

LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

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|---|--|-------------------------------|-----------------------|
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| | TITLE: MANSION 2 (LOW-RISE 2) 2/F PLAN-1 | DATE: Jan. 2023 | SCALE: 1:100 |



MANSION 2 (LOW-RISE 2) 2/F PLAN
(LOWER DUPLEX)

LEGENDS:

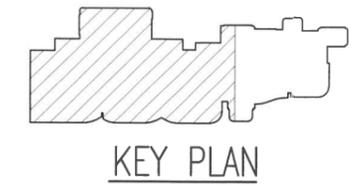
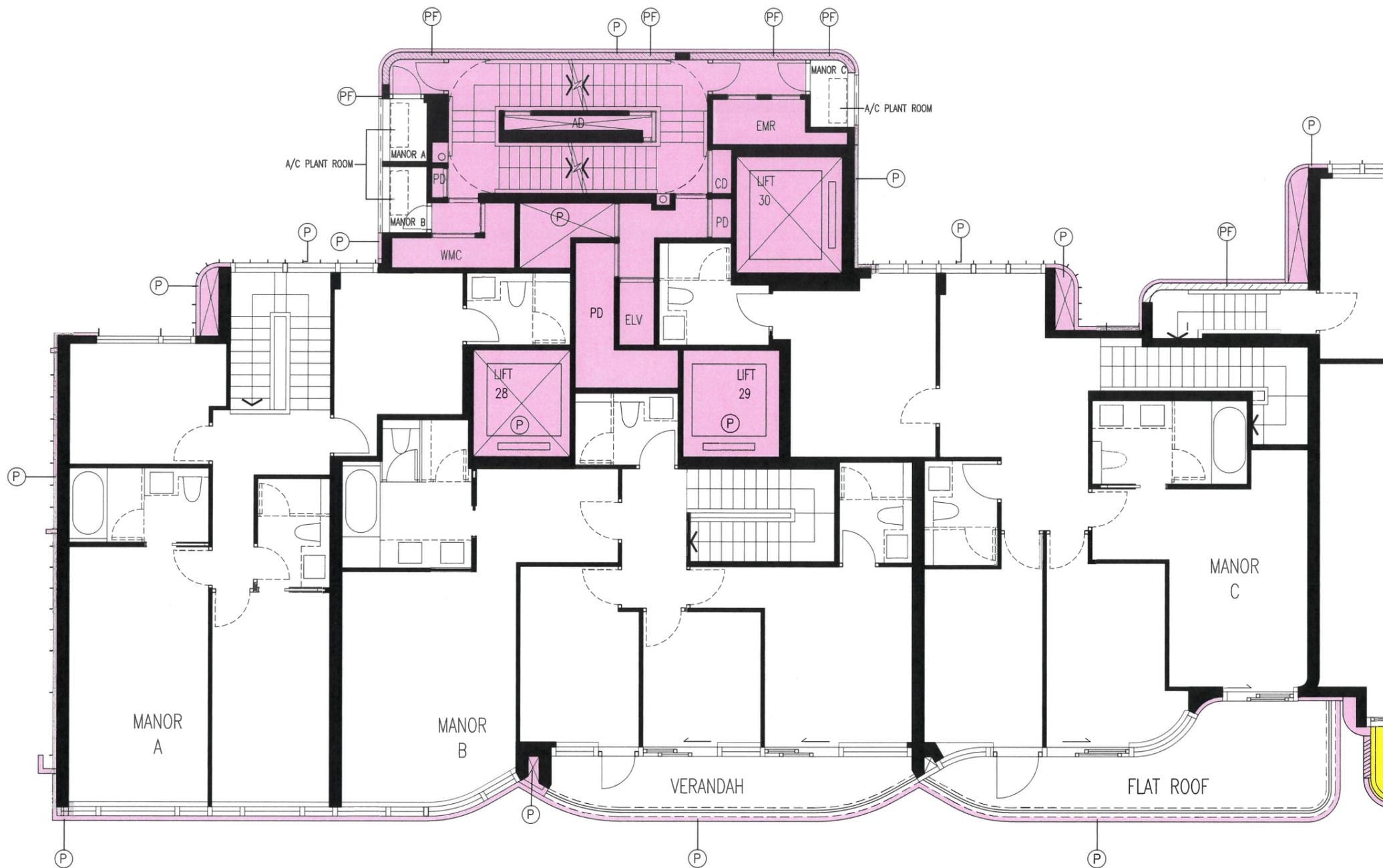
- P LOW-RISE 2 COMMON AREAS AND FACILITIES (PINK)
- LB PRIVATE LIFT LOBBY
- PF LOW-RISE 2 COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (PINK)
- PF PREFABRICATED EXTERNAL WALL

FOR IDENTIFICATION PURPOSE ONLY

I hereby certify the accuracy of this plan.


LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

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| | TITLE: MANSION 2 (LOW-RISE 2) 2/F PLAN-2 | | DATE: Jan. 2023 | SCALE: 1:100 |



MANSION 2 (LOW-RISE 2) 3/F PLAN
(UPPER DUPLEX)

LEGENDS:

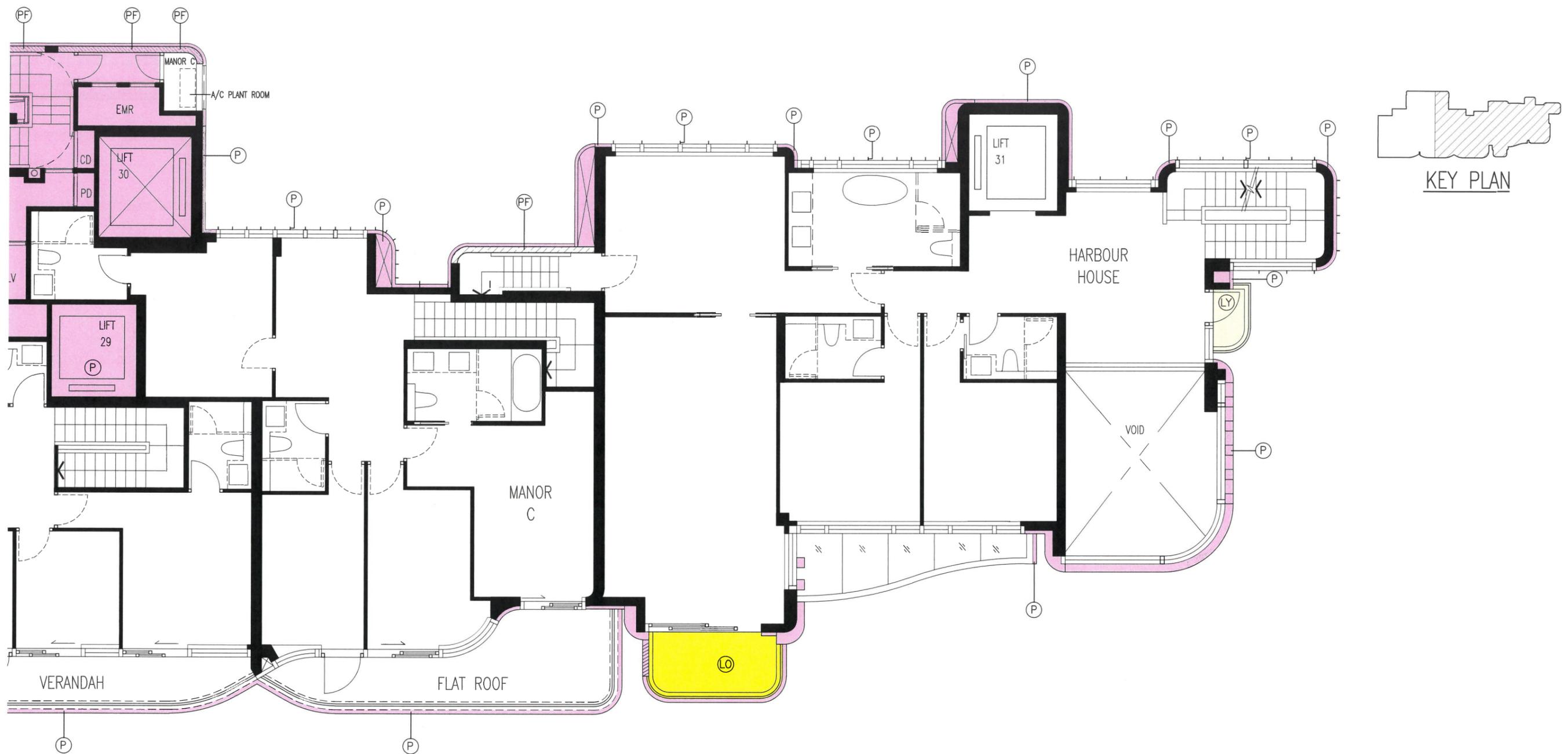
-  LOW-RISE 2 COMMON AREAS AND FACILITIES (PINK)
-  LOW-RISE 2 COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (PINK)
-  PREFABRICATED EXTERNAL WALL

FOR IDENTIFICATION PURPOSE ONLY

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| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 Taiikoo Wan Road, Taiikoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-073 | REV. NO. 05 |
| | TITLE: MANSION 2 (LOW-RISE 2) 3/F PLAN-1 | DATE: Jan. 2023 | SCALE: 1:100 |

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 Registered Architect Authorized Person
 16. Jan. 2023



MANSION 2 (LOW-RISE 2) 3/F PLAN
(UPPER DUPLEX)

LEGENDS:

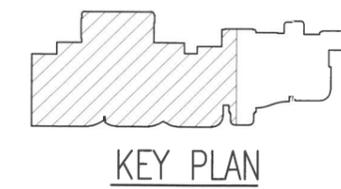
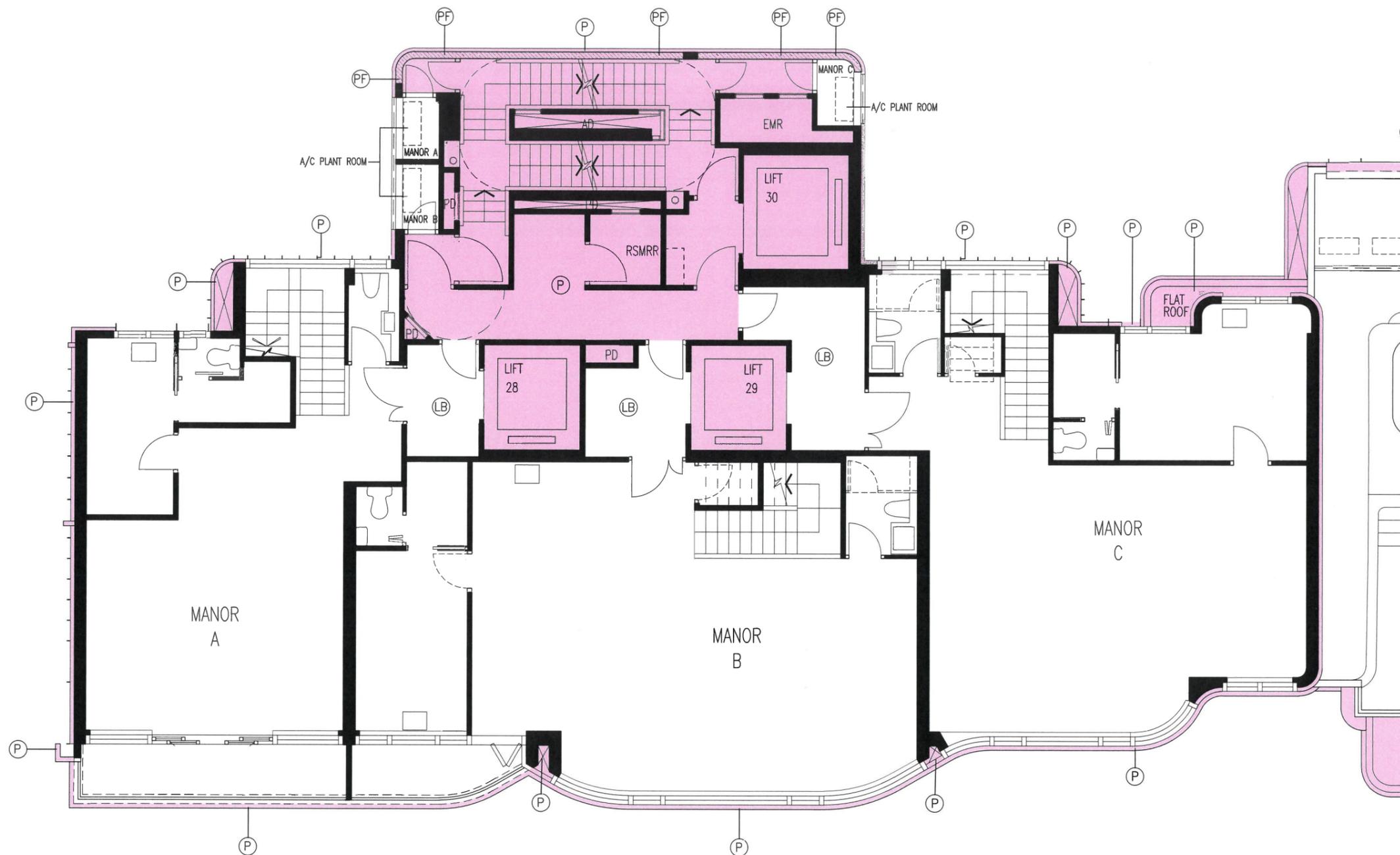
- P LOW-RISE 2 COMMON AREAS AND FACILITIES (PINK)
- LO BALCONY (LIGHT ORANGE)
- LY UTILITY PLATFORM (LIGHT YELLOW)
- PF LOW-RISE 2 COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (PINK)
- PF PREFABRICATED EXTERNAL WALL

FOR IDENTIFICATION PURPOSE ONLY

I hereby certify the accuracy of this plan.

LAM Wai Sang
LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

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| | TITLE: MANSION 2 (LOW-RISE 2) 3/F PLAN-2 | DATE: Jan. 2023 | SCALE: 1:100 |



MANSION 2 (LOW-RISE 2) 5/F PLAN
(LOWER DUPLEX)

LEGENDS:

- P LOW-RISE 2 COMMON AREAS AND FACILITIES (PINK)
- LB PRIVATE LIFT LOBBY
- PF LOW-RISE 2 COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (PINK)
- PF PREFABRICATED EXTERNAL WALL

FOR IDENTIFICATION PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS



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T 852-2803 9888 F 852-2513 1728 www.wongtung.com

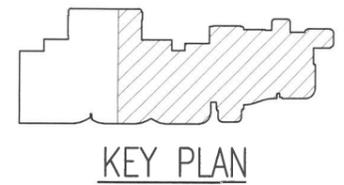
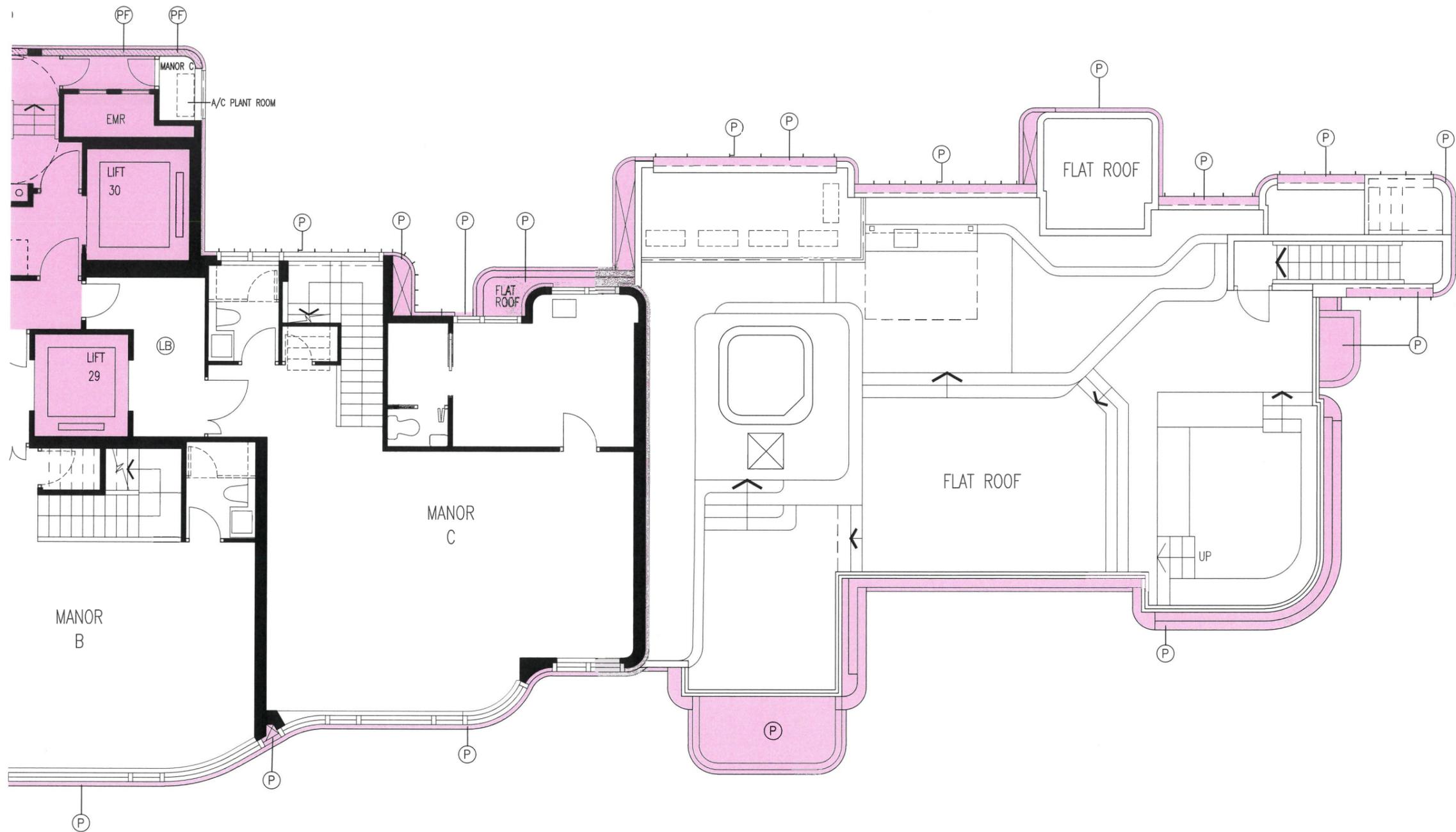
PROJECT:
PROPOSED RESIDENTIAL DEVELOPMENT
AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3
KAI TAK, KOWLOON

TITLE:
MANSION 2 (LOW-RISE 2) 5/F PLAN-1

I hereby certify the accuracy of this plan.


LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

| | |
|------------------------|-----------------|
| DRAWING NO. DMC-075 | REV. NO. 05 |
| DATE: Jan. 2023 | SCALE: 1:100 |



MANSION 2 (LOW-RISE 2) 5/F PLAN
(LOWER DUPLEX)

LEGENDS:

- P LOW-RISE 2 COMMON AREAS AND FACILITIES (PINK)
- LB PRIVATE LIFT LOBBY
- PF LOW-RISE 2 COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (PINK)
- PF PREFABRICATED EXTERNAL WALL

FOR IDENTIFICATION PURPOSE ONLY

I hereby certify the accuracy of this plan.

(Signature)
LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

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|--|--|-------------------------------|------------------------|
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| | TITLE: MANSION 2 (LOW-RISE 2) 5/F PLAN-2 | DATE: Jan. 2023 | SCALE: 1:100 |



MANSION 2 (LOW-RISE 2) 6/F PLAN
(UPPER DUPLEX)

LEGENDS:

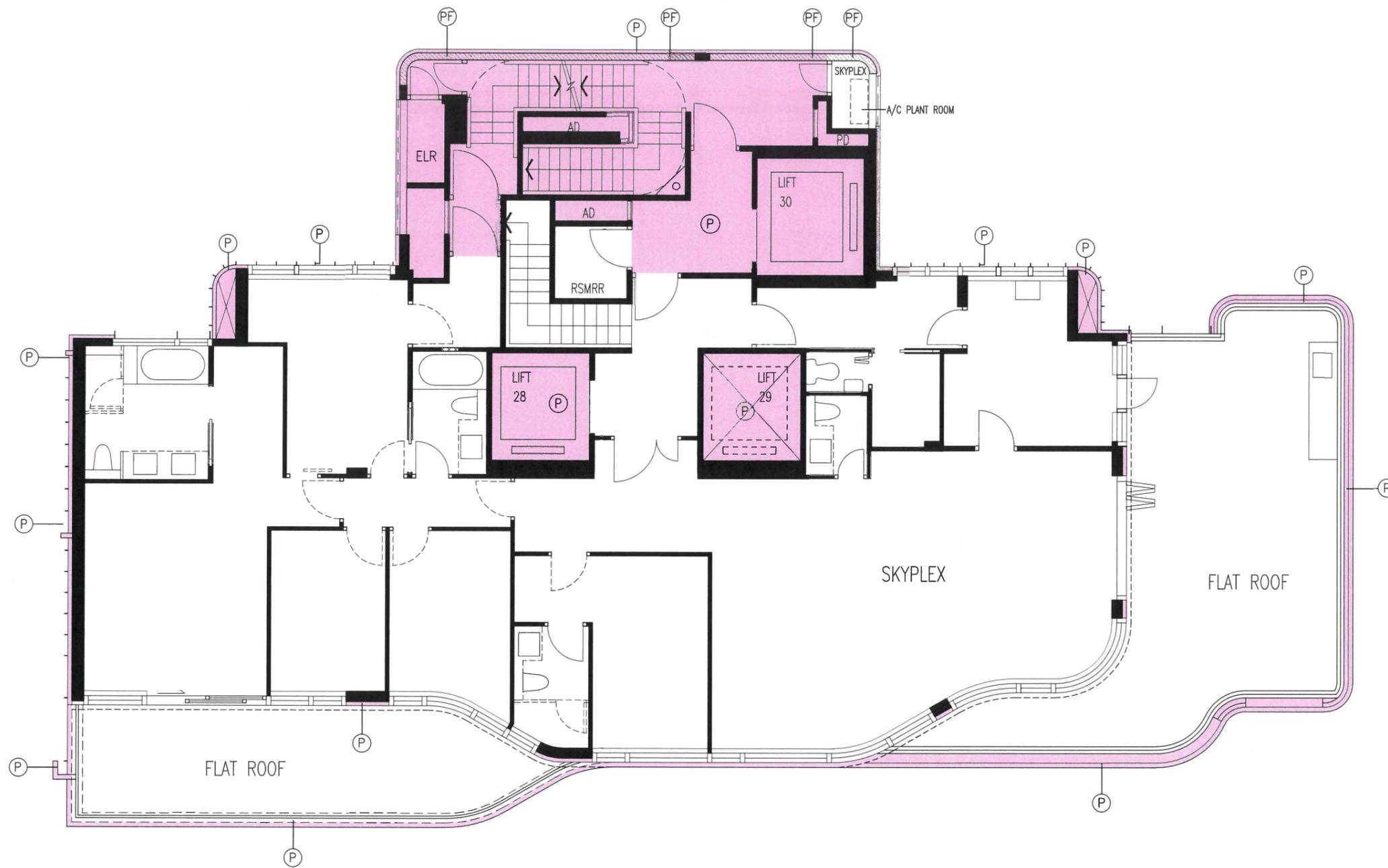
- P LOW-RISE 2 COMMON AREAS AND FACILITIES (PINK)
- PF LOW-RISE 2 COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (PINK)
- PF PREFABRICATED EXTERNAL WALL

FOR IDENTIFICATION PURPOSE ONLY

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|--|--|--|-------------------------------|------------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18th Floor, 14 Tai Kok Wan Road, Tai Kok Shing, Hong Kong T 852-2903 8888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | | DRAWING NO. DMC-077 | REV. NO. 05 |
| | TITLE: MANSION 2 (LOW-RISE 2) 6/F PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |

I hereby certify the accuracy of this plan.

LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023



MANSION 2 (LOW-RISE 2) 7/F PLAN
(SKYPLEX)

LEGENDS:

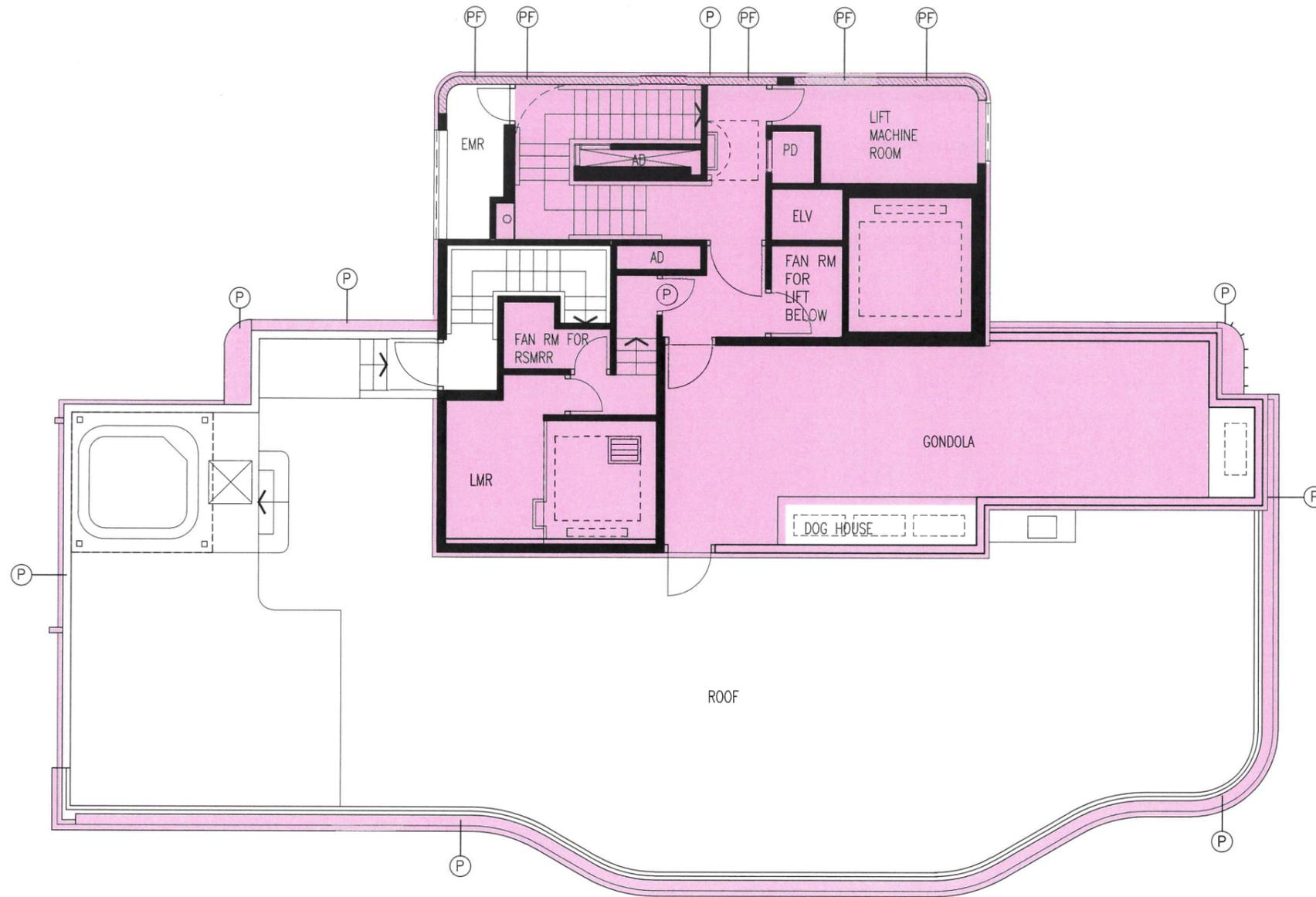
- P LOW-RISE 2 COMMON AREAS AND FACILITIES (PINK)
- PF LOW-RISE 2 COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (PINK)
- PF PREFABRICATED EXTERNAL WALL

FOR IDENTIFICATION PURPOSE ONLY

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|--|---|--|-------------------------------|------------------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS <small>18th Floor, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | | DRAWING NO. DMC-078 | REV. NO. 05 |
| | TITLE: MANSION 2 (LOW-RISE 2) 7/F PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |

I hereby certify the accuracy of this plan.

LAM Wai Sang
LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023



MANSION 2 (LOW-RISE 2) R/F PLAN

LEGENDS:

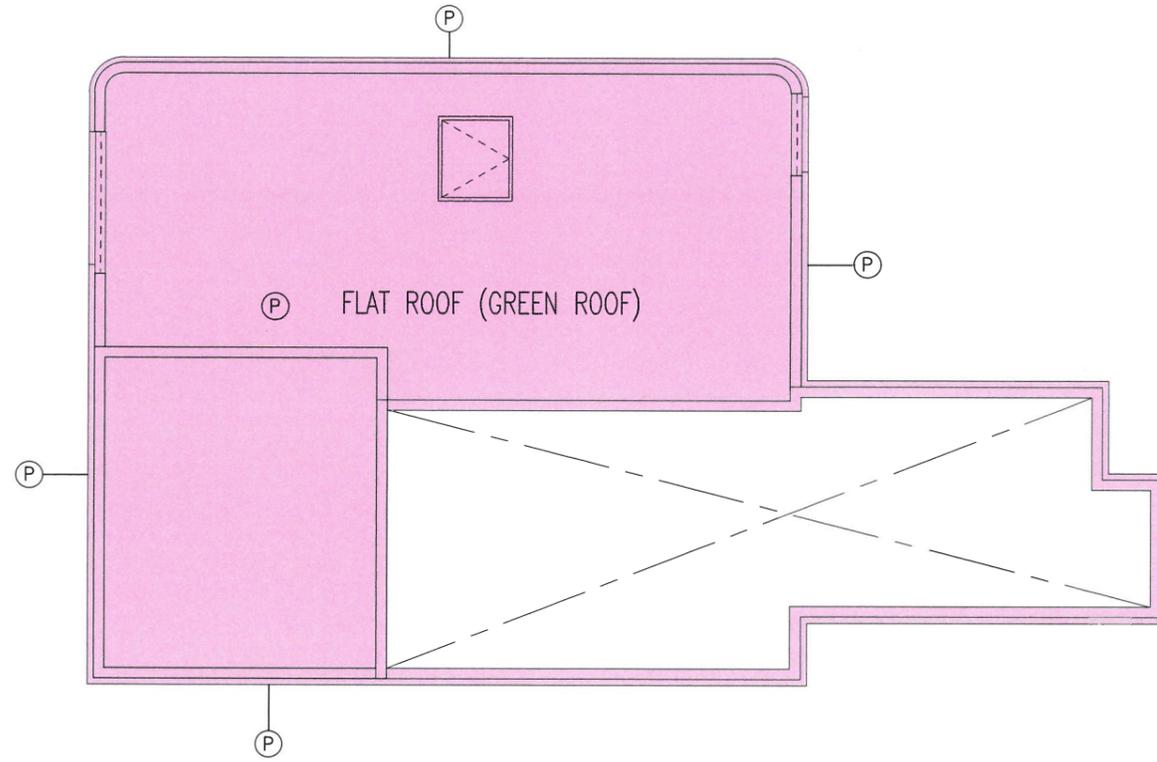
- P LOW-RISE 2 COMMON AREAS AND FACILITIES (PINK)
- PF LOW-RISE 2 COMMON AREAS AND FACILITIES PREFABRICATED EXTERNAL WALL (PINK)

FOR IDENTIFICATION PURPOSE ONLY

| | | | | |
|---|---|--|------------------------|-----------------|
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| | TITLE: MANSION 2 (LOW-RISE 2) ROOF PLAN | | DATE: Jan. 2023 | SCALE: 1:100 |

I hereby certify the accuracy of this plan.

LAM Wai Sang
 LAM Wai Sang - HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023



MANSION 2 (LOW-RISE 2) TOP R/F PLAN

LEGENDS:


 LOW-RISE 2 COMMON AREAS AND FACILITIES (PINK)

I hereby certify the accuracy of this plan.


LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

FOR IDENTIFICATION PURPOSE ONLY

| | | | |
|---|--|-------------------------------|------------------------|
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| | TITLE: MANSION 2 (LOW-RISE 2) TOP ROOF PLAN | DATE: Jan. 2023 | SCALE: 1:100 |



LOWER GROUND FLOOR PLAN

I hereby certify the accuracy of this plan.

LEGENDS:

 RESIDENTIAL COMMON AREAS AND FACILITIES (VIOLET)


 LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

FOR IDENTIFICATION PURPOSE ONLY

| | | | |
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| | TITLE: GREENERY AREA AT LG/F | DATE: Jan. 2023 | SCALE: 1:400 |



GROUND FLOOR PLAN
(TOWER No. 4 NOT USED)

LEGENDS:

 RESIDENTIAL COMMON AREAS AND FACILITIES (VIOLET)

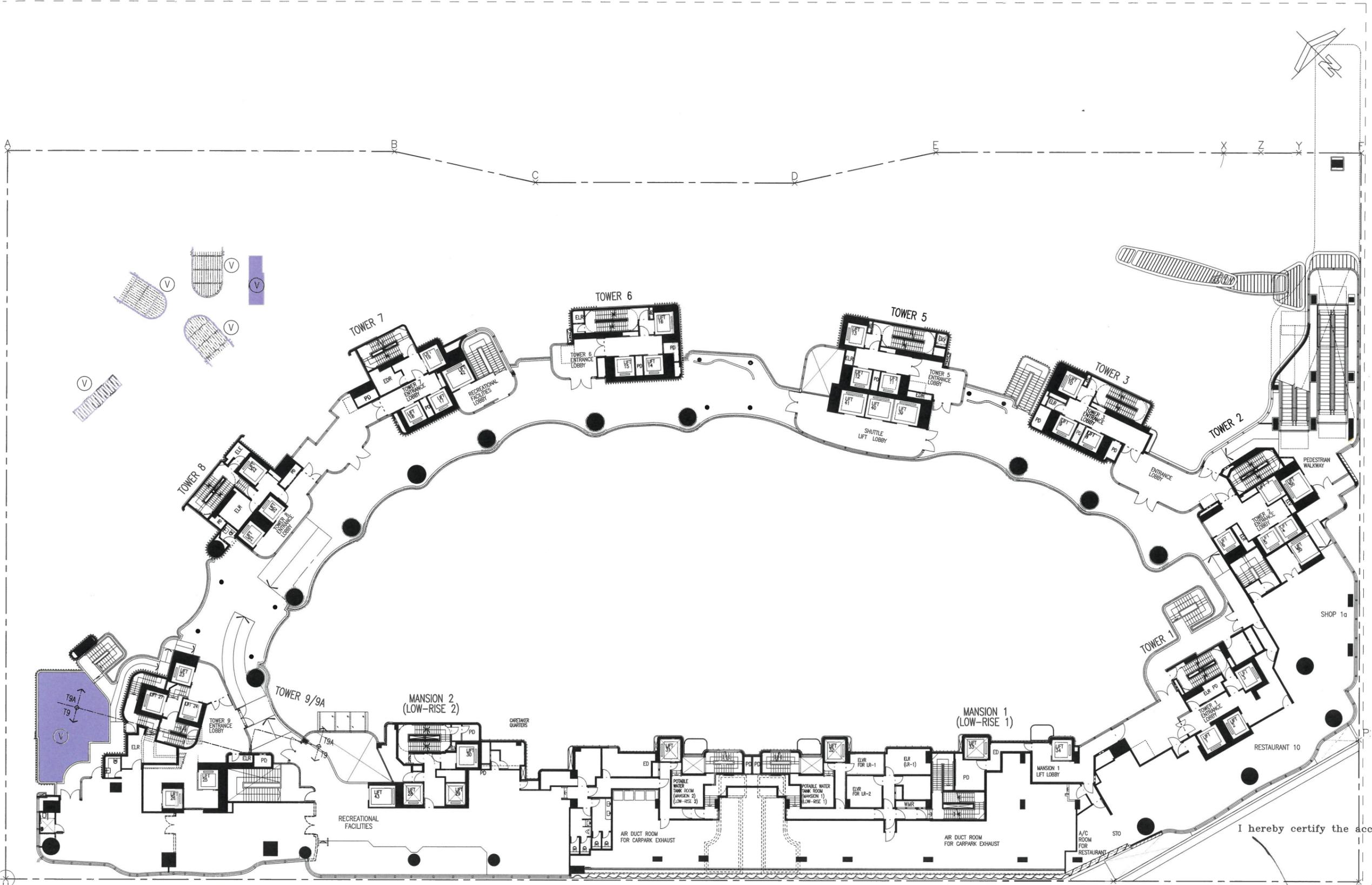
 RED HIDDEN LINE – VERTICAL GREEN AREAS (RESIDENTIAL COMMON AREAS AND FACILITIES)

I hereby certify the accuracy of this plan.

LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

FOR IDENTIFICATION PURPOSE ONLY

| | | | |
|---|---|------------------------|-----------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 Tai Kok Wan Road, Tai Kok Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | DRAWING NO. DMC-101 | REV. NO. 05 |
| | TITLE: GREENERY AREA AT G/F | DATE: Jan. 2023 | SCALE: 1:400 |



FIRST FLOOR PLAN
(TOWER No. 4 NOT USED)

I hereby certify the accuracy of this plan.

LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

LEGENDS:
 RESIDENTIAL COMMON AREAS AND FACILITIES (VIOLET)

FOR IDENTIFICATION PURPOSE ONLY

| | | | |
|---|--|-------------------------------|------------------------|
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| | TITLE: GREENERY AREA AT 1/F | DATE: Jan. 2023 | SCALE: 1:400 |



I hereby certify the accuracy of this plan.

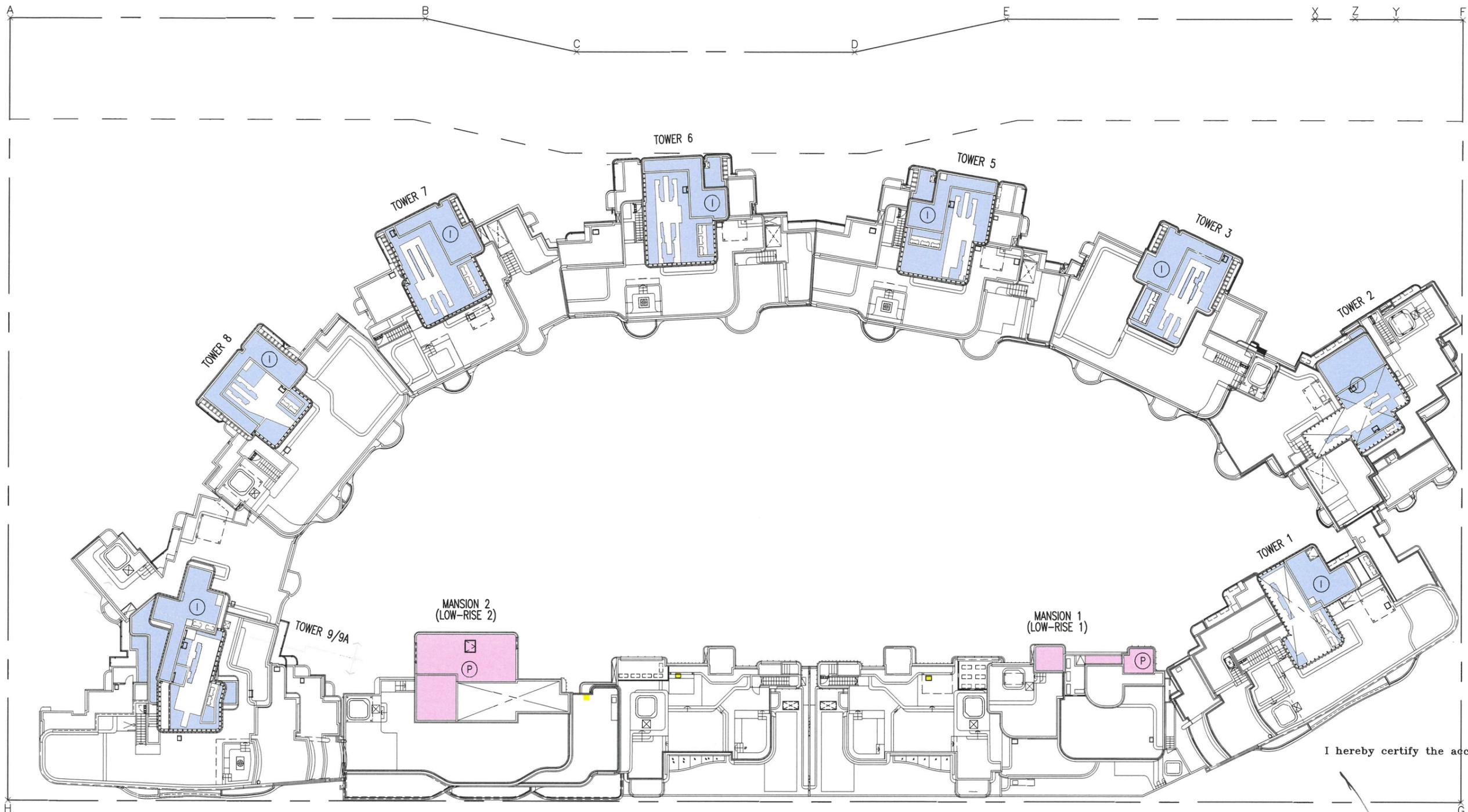
SECOND FLOOR PLAN
(TOWER No. 4 NOT USED)

- LEGENDS:**
- V RESIDENTIAL COMMON AREAS AND FACILITIES (VIOLET)
 - C DEVELOPMENT COMMON AREAS AND FACILITIES (GREEN)

FOR IDENTIFICATION PURPOSE ONLY

LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

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|---|---|--|------------------------|-----------------|
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| | TITLE: GREENERY AREA AT 2/F | | DATE: Jan. 2023 | SCALE: 1:400 |



I hereby certify the accuracy of this plan.

LEGENDS:

- I RESIDENTIAL TOWER COMMON AREAS AND FACILITIES (INDIGO)
- P LOW-RISE 2 COMMON AREAS AND FACILITIES (PINK)

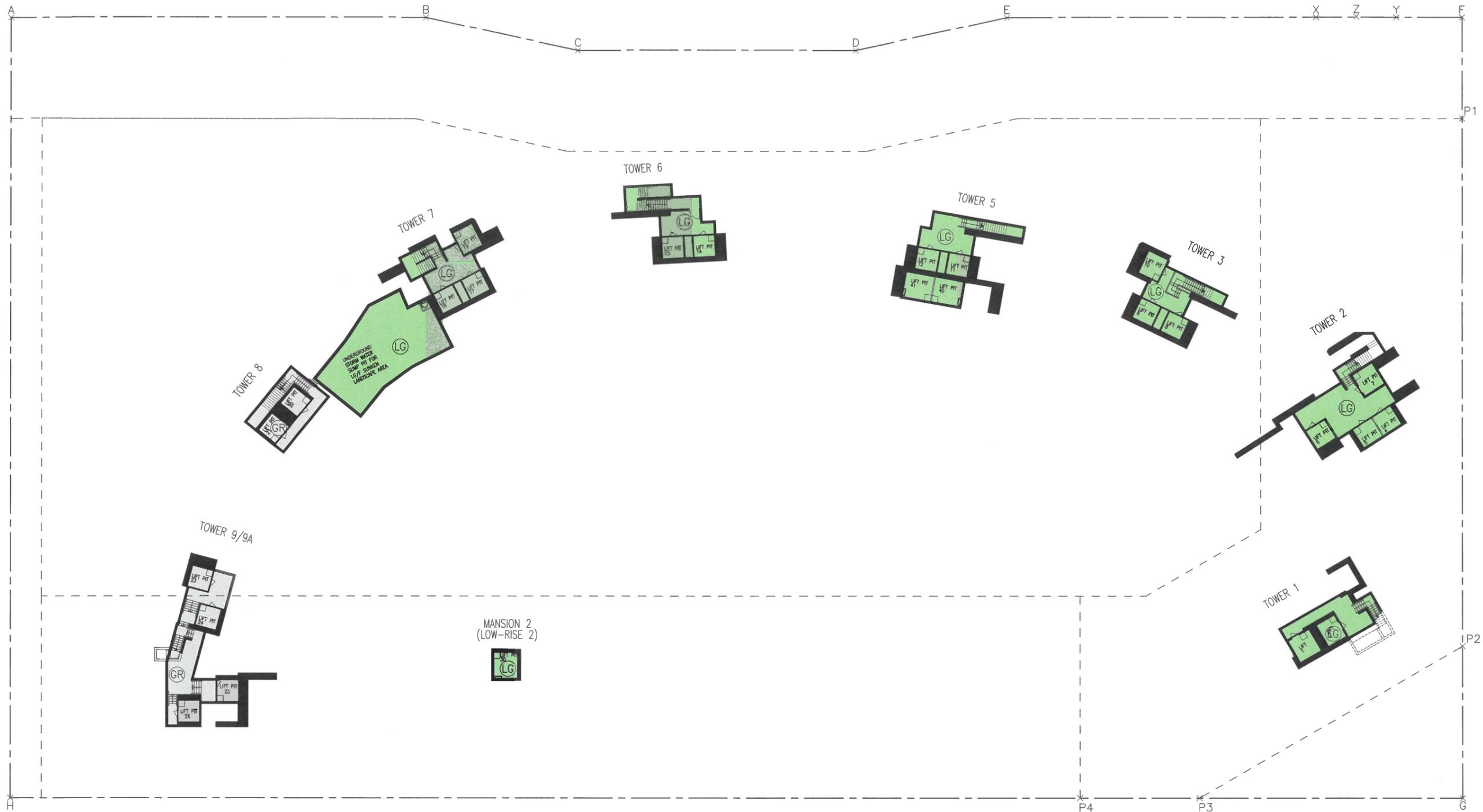
UNDER LEASE REQUIREMENT
 OVERALL GREENERY AREA = 3288.506 m² (30.016 % OF SITE AREA)

ROOF PLAN
 (TOWER No. 4 NOT USED)

FOR IDENTIFICATION
 PURPOSE ONLY

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|--|---|--|------------------------|-----------------|
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| | TITLE: GREENERY AREA AT ROOF PLAN | | DATE: Jan. 2023 | SCALE: 1:400 |

LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023



LIFT PIT PLAN

I hereby certify the accuracy of this plan.

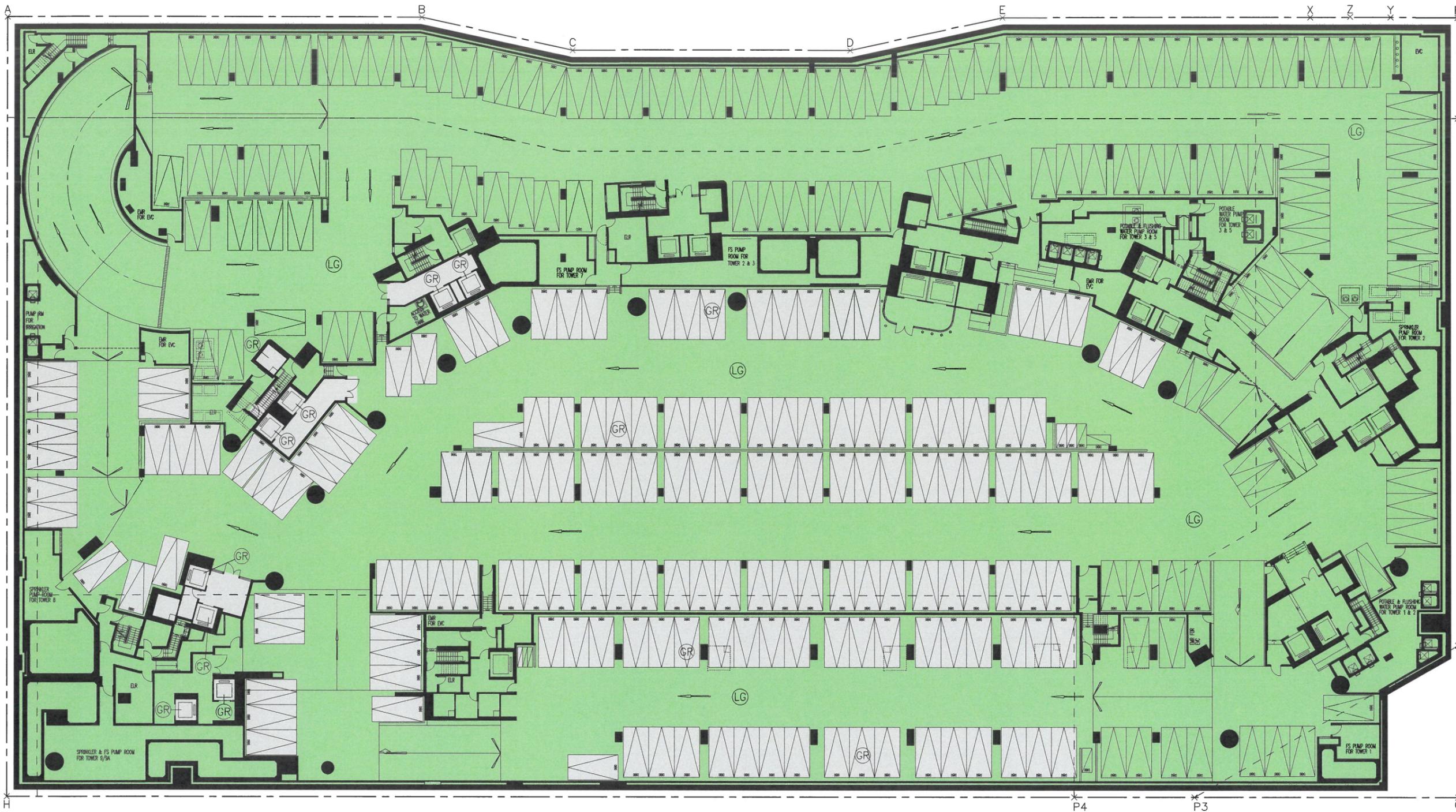
LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

LEGENDS:

- LG PHASE 1 AREA (LIGHT GREEN)
- GR PHASE 2 AREA (GREY)

FOR IDENTIFICATION PURPOSE ONLY

| | | | | |
|--|---|--|---------------------------|-----------------|
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| | TITLE: PHASING PLAN (LIFT PIT PLAN) | | DATE: Jan. 2023 | SCALE: 1:400 |



OVERALL B2/F PLAN

I hereby certify the accuracy of this plan.

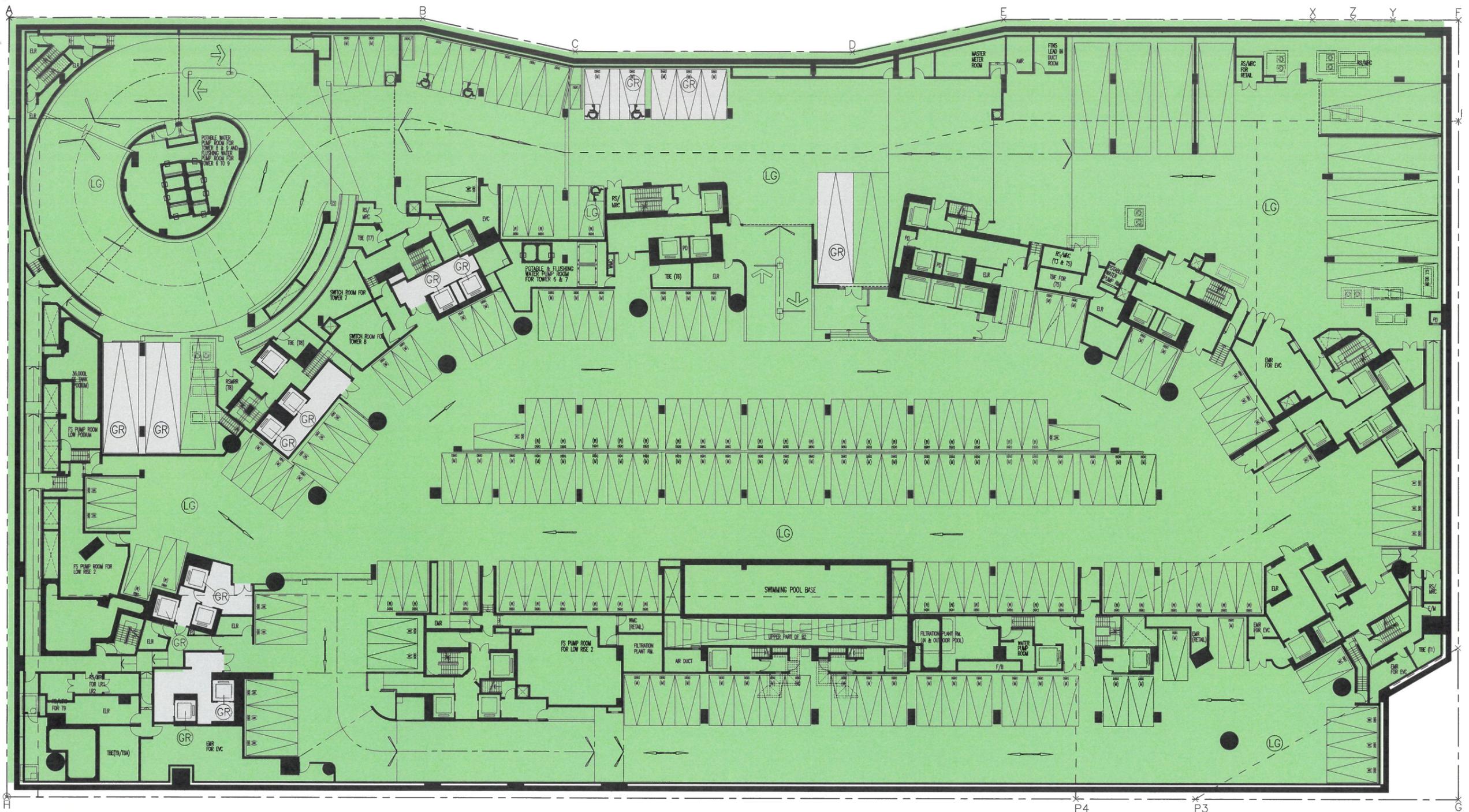
LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

LEGENDS:

- LG PHASE 1 AREA
(LIGHT GREEN)
- GR PHASE 2 AREA
(GREY)

FOR IDENTIFICATION
 PURPOSE ONLY

| | | | | |
|---|---|--|---------------------------|-----------------|
| WONG TUNG & PARTNERS LIMITED ARCHITECTS & PLANNERS  <small>18th Floor, 14 Taklao Wen Road, Taklao Shing, Hong Kong T 852-2803 9888 F 852-2513 1728 www.wongtung.com</small> | PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3 KAI TAK, KOWLOON | | DRAWING NO. DMC-PH-002 | REV. NO. 05 |
| | TITLE: PHASING PLAN (OVERALL B2/F PLAN) | | DATE: Jan. 2023 | SCALE: 1:400 |



OVERALL B1/F PLAN

- LEGENDS:
- LG PHASE 1 AREA
(LIGHT GREEN)
 - GR PHASE 2 AREA
(GREY)

FOR IDENTIFICATION
PURPOSE ONLY

WONG TUNG & PARTNERS LIMITED
ARCHITECTS & PLANNERS



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T 852-2803 9888 F 852-2513 1728 www.wongtung.com

PROJECT:
PROPOSED RESIDENTIAL DEVELOPMENT
AT N.K.I.L. 6551, KAI TAK AREA 4C, SITE 3
KAI TAK, KOWLOON

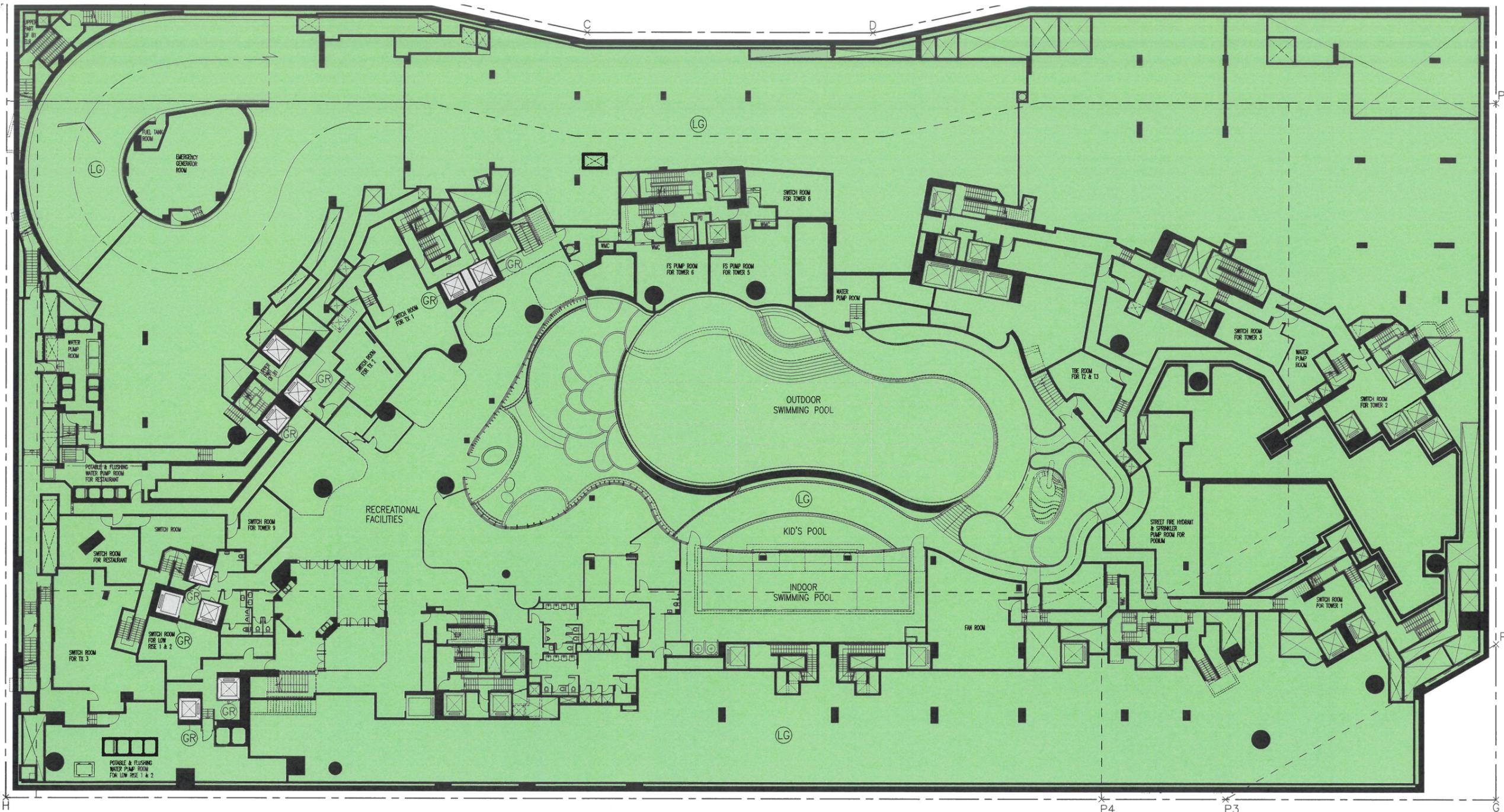
TITLE:
PHASING PLAN (OVERALL B1/F PLAN)

| | |
|---------------------------|-----------------|
| DRAWING NO. DMC-PH-003 | REV. NO. 05 |
| DATE: Jan. 2023 | SCALE: 1:400 |

I hereby certify the accuracy of this plan.



LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023



OVERALL LG/F PLAN

I hereby certify the accuracy of this plan.

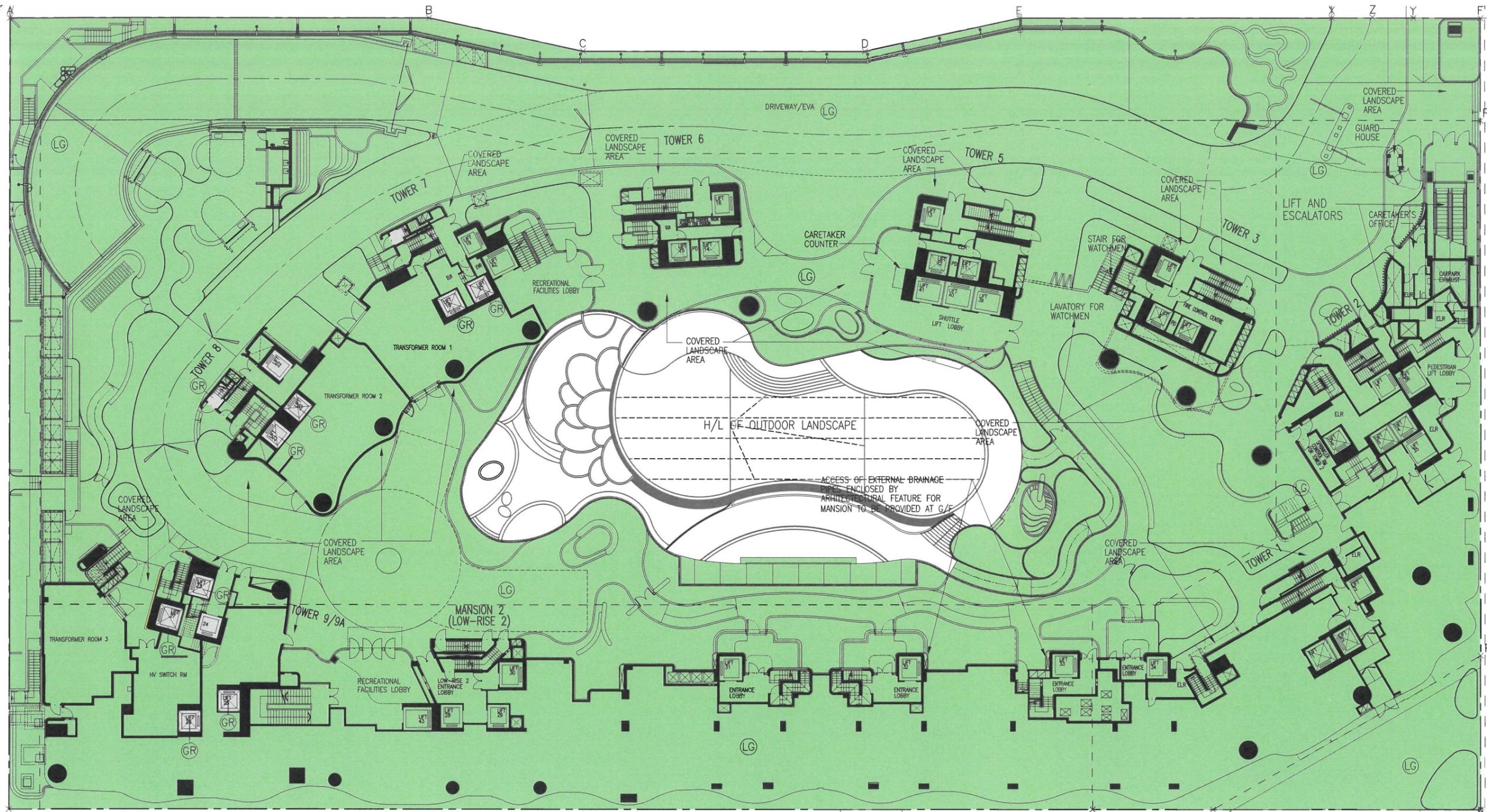
LAM Wai Sang HKIA RIBA
 Registered Architect Authorized Person
 16. Jan. 2023

LEGENDS:

- LG PHASE 1 AREA
(LIGHT GREEN)
- GR PHASE 2 AREA
(GREY)

FOR IDENTIFICATION
 PURPOSE ONLY

| | | | | |
|--|---|--|---------------------------|-----------------|
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| | TITLE: PHASING PLAN (OVERALL LG/F PLAN) | | DATE: Jan. 2023 | SCALE: 1:400 |



GROUND FLOOR PLAN
(TOWER No. 4 NOT USED)

I hereby certify the accuracy of this plan.

LEGENDS:

- LG PHASE 1 AREA (LIGHT GREEN)
- GR PHASE 2 AREA (GREY)

FOR IDENTIFICATION PURPOSE ONLY

| | | | | |
|---|--|--|----------------------------------|------------------------|
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| | TITLE: PHASING PLAN (GROUND FLOOR PLAN) | | DATE: Jan. 2023 | SCALE: 1:400 |

LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023



I hereby certify the accuracy of this plan.

FIRST FLOOR PLAN
(TOWER No. 4 NOT USED)

- LEGENDS:**
- LG PHASE 1 AREA
(LIGHT GREEN)
 - GR PHASE 2 AREA
(GREY)

FOR IDENTIFICATION
PURPOSE ONLY

LAM Wai Sang HKIA RIBA
Registered Architect Authorized Person
16. Jan. 2023

| | | | | |
|---|--|--|----------------------------------|------------------------|
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| | TITLE: PHASING PLAN (FIRST FLOOR PLAN) | | DATE: Jan. 2023 | SCALE: 1:400 |