

This version of draft plans to be annexed to the Principal Deed of Mutual Covenant and Management Agreement (“PDMC”) are subject to amendment(s) from time to time in the future.

此版本的將夾附於主公契及管理協議(「主公契」)的圖則擬稿在將來可能會不時更改。

Dated the _____ day of _____

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

and

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

and

[_____]
as the Purchaser

and

[_____]
as the Manager

PRINCIPAL DEED OF MUTUAL COVENANT
and
MANAGEMENT AGREEMENT
in respect of
KOWLOON INLAND LOT NO.11264

(Draft 15: 31 August 2022)

(Approved)

Deacons

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

LC:WW:TSCARY 18/367725

PRINCIPAL DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT

INDEX

SECTION A : PARTIES AND RECITALS

Date

Parties

Recitals

1. Development
2. Allocation of Shares
3. Assignment
4. Purpose of Deed
5. Approval

OPERATIVE PARTS -

SECTION B : DEFINITIONS

SECTION C : RIGHTS OF OWNERS

1. Rights attaching to Shares
2. Sub-Deeds of Mutual Covenant, Sub-Sub-Deeds of Mutual Covenant and Deed Polls
3. Right to make additions etc.
4. Right of Owners to sell or lease etc.
5. Party Walls
6. Rights of MTR
7. Rights of SCL Portion Owner
8. Rights of Purchaser
9. Disposal Restrictions

SECTION D : ABATEMENT OF RIGHTS

1. Damage necessitating rebuilding
2. Reinstatement
3. Sale of Shares by auction

SECTION E : OBLIGATIONS OF OWNERS

1. Owners and Manager to comply
2. Owners to observe restrictive covenants
3. Government rent
4. Rates and taxes
5. Utilities
6. Management Charges

7. Repairs
8. Obligations of Owner of MTR Portion and SCL Portion Owner
9. Obligations of Owner of Government Accommodation and maintenance of Items within Estate and Items within Station
10. Works by Owners
11. Protection of Kwun Tong Line Extension and Shatin to Central Link
12. Owner to make good loss or damage
13. Indemnity
14. Appointment of attorney
15. Covenant in assignment
16. Maintenance of Slopes and Retaining Walls
17. Maintenance of ground anchors
18. No conversion of Common Areas
19. Obligation of Owners of Non-enclosed Areas
20. Obligation of Owners of flat roofs and roofs
21. Removal and re-fixing grilles (if any) appertaining to air-conditioning platforms
22. Shatin to Central Link and SCL Reserved Areas
23. Subway Reserved Area and Pedestrian Subway
24. Greenery Area
25. Building Set Back Area
26. Access to the Station by the public
27. Maintenance of Pedestrian Link
28. Pedestrian Walkway, Footbridge and Footbridge Connections and Supports
29. New Drainage Reserve
30. Waterworks Reserve
31. Non-building Area
32. Maintenance of Noise Mitigation Measures
33. Air-conditioning platform forming part of a Residential Unit

SECTION F :

MEETINGS OF THE OWNERS OF THE ESTATE

1. Meetings of Owners
2. Annual Meeting
3. Convening of meeting
4. Notice
5. Quorum
6. Chairman
7. Minutes
8. Voting
9. Resolutions binding on Owners

10. Accidental omission of notice
11. Resolutions requiring special majority
12. Right of Owner of MTR Portion and SCL Portion Owner
13. Meetings of Phase Owners and Owners of part of Estate
14. Meetings of Owners of the Estate or Owners' Corporation

SECTION G :

OWNERS' COMMITTEES

1. Function and power of Owners' Committees
2. Number of members
3. Quorum
4. Eligibility for appointment
5. Election of members
6. Officers
7. Tenure of office
8. Votes of members
9. Power to make rules
10. Manager to be invited
11. Power to call meeting
12. Government Accommodation representative

SECTION H :

APPOINTMENT AND REMUNERATION OF THE MANAGER

1. Appointment of Manager
2. Termination of appointment
3. Delivery of books and bank accounts
4. Manager's Remuneration
5. Manager as agent
6. Owners' Corporation
7. Manager as Owner

SECTION I :

POWERS AND DUTIES OF THE MANAGER

1. Authority and duties of Manager
2. Manager to control Common Areas etc.
3. Manager's acts and decisions binding
4. Powers of Manager
5. Contracts entered into by Manager
6. Discretion of Manager
7. Protection of Manager
8. Owners to indemnify Manager
9. Consent to FSI or Owners of the Station

SECTION J :

MANAGEMENT CHARGES

1. Costs to be borne by all Owners

2. Special Fund
3. Financial Year
4. Determination of Management Charges
5. Payment of Management Charges
6. Failure by an Owner to make payment
7. Miscellaneous and surplus income
8. Manager to keep accounts
9. Owners' deposits
10. Change of ownership
11. Management Funds
12. Outgoings up to first assignment
13. MTR's liability for uncompleted Phases and uncompleted building(s) in a Phase

SECTION K :

BUILDING RULES AND FITTING OUT RULES

1. Rules binding
2. Deposits for works
3. Amendment of rules
4. Rules to be posted on notice boards
5. Conflict
6. Exclusion of liability
7. Exemption of FSI, MTR and SCL Portion Owner from observing Building Rules and Fitting Out Rules
8. Rules not to affect Government Accommodation and Station

SECTION L :

INTERPRETATION AND MISCELLANEOUS

1. Marginal notes, headings and index
2. Plurals and genders
3. Service of notices
4. Covenants to run with Land
5. Action by Owner(s)
6. Chinese translation
7. Common Areas plans
8. Building Management Ordinance
9. Slope Maintenance Manual
10. Communication among Owners
11. Works and Installations
12. Assignment of Shares allocated to Common Areas and Common Services and Facilities
13. No conflict

FIRST SCHEDULE ALLOCATION OF SHARES

SECOND SCHEDULE PART I :

1. RIGHTS, EASEMENTS AND PRIVILEGES APPLICABLE TO ALL OWNERS OF THE ESTATE
 - (a) Right to pass and use Estate Common Areas and Estate Common Services and Facilities
 - (b) Right to support
 - (c) Right of running water and utilities
 - (d) Right to enter
 - (e) Right to escape and seek refuge
2. RIGHTS, EASEMENTS AND PRIVILEGES APPLICABLE TO FSI AS THE OWNER OF THE GOVERNMENT ACCOMMODATION
3. RIGHTS, EASEMENTS AND PRIVILEGES APPLICABLE TO THE OWNER OF THE MTR PORTION
4. RIGHTS, EASEMENTS AND PRIVILEGES APPLICABLE TO THE SCL PORTION OWNER
5. RIGHTS, EASEMENTS AND PRIVILEGES APPLICABLE TO ALL OWNERS OF THE RESIDENTIAL DEVELOPMENT

PART II : EXCEPTIONS AND RESERVATIONS

1. Rights of other Owners
2. Rights of Manager
3. Preamble to Rights of MTR
Rights of MTR
4. Rights of Government, etc.

THIRD SCHEDULE RESTRICTIONS AND PROHIBITIONS

1. (a)-(f) Not to make alterations or additions
 - (g) Not to damage Common Areas
 - (h) Not to damage Common Services and Facilities
 - (i) Not to vitiate insurance
 - (j) Not to breach Government Grant
 - (k) Not to breach ordinances etc.
 - (l) Offensive user
 - (m) Balconies and Utility Platforms

- (n) Flat roofs or roofs
 - (o) Not to use for illegal or immoral purposes
 - (p) Not to cause nuisance
 - (q) Not to alter external appearance
 - (r) Not to misuse lavatories
 - (s) Not to interfere with fire protection or security systems
 - (t) Not to contravene fire regulations
 - (u) Not to lock roof exits
 - (v) Not to obstruct Common Areas
 - (w) Not to obstruct driveways
 - (x) Pets
 - (y) Not to partition
 - (z) Not to make internal alterations or additions
 - (aa) Not to sub-divide or partition
 - (ab) Sub-Deed of Mutual Covenant
 - (ac) Floor loading
 - (ad) Offensive odours and refuse
 - (ae) Excessive noise
 - (af) Not to misuse lifts
 - (ag) Not to hang washing
 - (ah) Not to exhibit signs
 - (ai) Not to tamper with fixed glazing
 - (aj) Installation of air-conditioning units
 - (ak) Not to tamper with fire alarm
 - (al) Not to install door grilles/alter door design
 - (am) Installation of window grilles
 - (an) Not to erect radio or television aerial etc.
2. Preservation of trees
 3. No hawkers
 4. Not to erect or make any grave or columbarium

EXECUTION

SECTION A

PARTIES AND RECITALS

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

Parties **BETWEEN**

(1) **MTR CORPORATION LIMITED** 香港鐵路有限公司 whose registered office is situated at MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong (“**MTR**” which expression shall where the context so admits include its successors and assigns) and any reference to MTR in this Deed shall be construed as reference to MTR in its capacity as the registered owner of the Land and the Development (save and except the SCL Portion and the First Assigned Premises) but not further or otherwise;

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

(3) [_____] of [_____] (the “**Purchaser**” which expression shall where the context so permits include its successors and assigns); and

(4) [_____] whose registered office is situate at [_____] (the “**Manager**” which expression shall where the context so admits include its successors and assigns).

Recitals **WHEREAS :-**

Development 1. MTR is in the course of constructing the Development upon the Land.

Allocation of Shares 2. Pursuant to Special Condition Nos.(6)(a) and (37)(a) of the Government Grant and by virtue of a Deed Poll registered at the Land Registry by Memorial No.20051402040056 as supplemented by a Supplemental Deed Poll registered at the Land Registry by Memorial No.21062301630015, the Land and the Development have been notionally divided into 1,860,250 equal undivided shares of which 574,950 Shares have been sub-allocated to the MTR Portion and the SCL Portion of the Station and the remaining 1,285,300 Shares have been sub-allocated to various parts of the Estate as set out in the First Schedule hereto.

Assignment 3. (a) By virtue of an Assignment dated 25 June 2021 and registered at the Land Registry by Memorial No.21062501590012 (and re-

registered at the Land Registry by Memorial No.22040801600012) made between MTR of the one part and the SCL Portion Owner of the other part (the “**SCL Portion Assignment**”), all those 406,570 equal undivided 1,860,250th parts or shares of and in the Land and the Development together with the right to the exclusive use occupation and enjoyment of the SCL Portion was assigned by MTR to the SCL Portion Owner pursuant to Special Condition No.(35)(a) of the Government Grant.

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

Purpose of Deed

4. The parties hereto have agreed to enter into this Deed for the purposes of :-
- (a) defining and regulating the rights, interests and obligations of themselves and all subsequent Owners in respect of the Land and the Development;
 - (b) making provisions for the management of the Land and the Development; and
 - (c) appointing [] as the Manager to exercise the powers and perform the duties on its part for the periods and on the terms and conditions herein contained.

Approval

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

OPERATIVE PARTS

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

SECTION B

DEFINITIONS

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

- “Approved Plans”** means the general building plans in respect of the Development or in respect of any part or parts of the Development approved by the Building Authority pursuant to Special Condition No.(12)(a) of the Government Grant from time to time and includes any amendment, modification or substitution thereto as approved by the Building Authority;
- “Authorized Person”** means Mr. Cheung Man-Ching, Anthony of Ronald Lu & Partners (Hong Kong) Limited, which expression shall include any other authorized person or persons as defined in section 2(1) of the Buildings Ordinance (Cap.123 of the Laws of Hong Kong) appointed or nominated under section 4(2) of the Buildings Ordinance (Cap.123 of the Laws of Hong Kong) in the place of the said Mr. Cheung Man-Ching, Anthony;
- “Balcony”** means each of the balconies forming part of a Residential Unit as specified in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant and for the avoidance of doubt includes any Noise Mitigation Measures (if any) appertaining thereto, the glass, metal grilles and balustrades and other materials enclosing the balcony and the handrails thereof and the plaster of and the finishes of the ceiling slab of the balcony and the lamp(s) and other fixtures (if any) at the balcony;
- “Building Rules”** means the building rules prescribed for the time being pursuant to Section K of this Deed as varied or modified from time to time;
- “Building Set Back Area”** means collectively such portions of the Land shown coloured pink triangled black hatched purple and pink hatched purple on Plan Ia annexed to the Government Grant referred to in Special Condition No.(18) of the Government Grant;
- “Car Park”** means those parts of the Estate constructed or to be constructed for the purpose of the parking, loading and unloading of motor vehicles or motor cycles;
- “Car Parking Space”** means a Unit situate in the Car Park provided pursuant to Special Condition Nos.(57)(a)(i) or (57)(c)(i) of the Government Grant;
- “Certificate of Compliance Registration”** shall be as defined in the Buildings Energy Efficiency Ordinance (Cap.610 of the Laws of Hong Kong);
- “Club Houses”** means such part of the Private Recreational Facilities constructed or to be constructed in accordance with the Approved Plans for use by residents of

the Residential Development or part of the Residential Development and their bona fide visitors as club houses from time to time;

- “Club Rules”** means the rules and regulations including any payment or charge as may be imposed made revoked or amended by the Manager from time to time relating to the use management operation and maintenance of the Club Houses;
- “Common Areas”** means (i) the Estate Common Areas and (ii) those parts of the Estate which are designated as common areas for the sole benefit of the Owners of a particular Phase or a group or groups of Owners of a particular Phase including, but not limited to, the Greenery Area, part of the Private Recreational Facilities and part of the Works and Installations (excluding those forming part of the Units), in and more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to this Deed BUT excluding those parts of the Estate which belong to the Owner of any particular Unit;
- “Common Services and Facilities”** means (i) the Estate Common Services and Facilities and (ii) those services and facilities of the Estate as are designated as common services and facilities for the sole benefit of the Owners of a particular Phase or a group or groups of Owners of a particular Phase including but not limited to part of the Private Recreational Facilities and part of the Works and Installations (excluding those forming part of the Units) in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to this Deed BUT excluding those services and facilities which belong to the Owner of any particular Unit or exclusively serve any particular Unit;
- “Deed”** means this Deed as may be amended or varied from time to time;
- “Deed Poll”** means any such deed or deeds or supplemental deed or deeds made or to be made by MTR for the purpose of allocating and/or re-allocating the Shares to any Phase or any part thereof and/or the Station or any part thereof and/or the Government Accommodation;
- “Development”** means the entire development constructed or to be constructed upon the Land in phases in accordance with the Government Grant and the Approved Plans comprising the Station and the Estate;
- “Development Owners’ Committee”** means a committee of the Owners of the Development established under the provisions of Clause 2 of Section G of this Deed;
- “Director”** means the Director of Lands of the Government from time to time;
- “Estate”** means all parts of the Development other than the Station, including without limitation, the Government Accommodation, the Residential Development, the Car Park and the Common Areas;
- “Estate Common Areas”** means those parts of the Estate which are intended for use by the Owners of the Estate and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, Items within Estate (if any), driveways,

ramps, owners' committee office, parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase and all other communal areas within the Estate not used for the sole benefit of any Owner or Owners of a particular Phase BUT excluding those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase. The Estate Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase to be deposited at the management office of the Estate pursuant to Clause 7 of Section L of this Deed;

“Estate Common Services and Facilities”

means those services and facilities constructed or to be constructed in on or under the Estate and which serve the Estate and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, Items within Estate (if any), wires, cables, electrical installations, fittings, equipment, apparatus and any other installations, systems, plant, services and facilities used or installed in or for the benefit of the Estate as part of the amenities thereof and not for the sole benefit of any Owner or Owners of a particular Phase BUT excluding those services and facilities forming parts of the Common Services and Facilities of a particular Phase designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase;

“First Assigned Premises”

means [] of the Development;

“Fitting Out Rules”

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

“Footbridge”

means the footbridge erected as at the date of the Government Grant at the location marked “FB” on Plan Ia annexed to the Government Grant as referred to and defined as “the Footbridge” in Special Condition No.(50)(a)(i) of the Government Grant;

“Footbridge Connections and Supports”

means the Footbridge's connections and supports located within the SCL Portion required to be provided and maintained pursuant to and as defined in Special Condition No.(50)(i)(i) of the Government Grant;

“Form of Compliance”

shall be as defined in the Buildings Energy Efficiency Ordinance (Cap.610 of the Laws of Hong Kong);

“FSI”

means The Financial Secretary Incorporated being a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (Cap.1015 of the Laws of Hong Kong) and the expression “FSI” shall mean FSI in its capacity as the Owner of the Government

Accommodation and if the context so permits the successors and assigns of FSI as the Owner of the Government Accommodation;

“Government”

means the Government of Hong Kong;

“Government Accommodation”

means the refuse collection point (which accommodation including lighting fixtures, ventilation plant, extract ductworks and road/floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director, walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine constituting “the Government Accommodation” as defined in Special Condition No.(20)(a) of the Government Grant constructed on Site A as part of the Development pursuant to Special Condition No.(20) of the Government Grant and the Government Accommodation for identification purpose only is shown coloured violet on the plan certified as to its accuracy by the Authorized Person and annexed hereto;

“Government Grant”

means the Agreement and Conditions of Exchange registered in the Land Registry as Conditions of Exchange No.20296 as varied or modified by two Modification Letters dated 6 September 2019 and 23 May 2022 and registered in the Land Registry by Memorial Nos.19091601800083 and 22053000830024 respectively, and any subsequent extensions or modifications thereto or renewals thereof;

“GPA”

means the Government Property Administrator of the Government Property Agency of 9th Floor, South Tower, West Kowloon Government Offices, No.11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong and shall include its successors-in-title and any other officer or department of the Government or any Government or administrative authorities holding or bearing whatever title or office who or which may at any time and from time to time take up and/or replace and/or assume and/or exercise, in whole or in part, any function or role of the Government Property Administrator;

“Greenery Area”

means collectively the greenery areas (including the vertical greenery areas) (excluding any part(s) of such greenery areas that form part of the Station as referred to in Special Condition No.(16)(e) of the Government Grant) provided or to be provided pursuant to Special Condition No.(16)(b)(iii) of the Government Grant and to be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant to be executed in connection with any Phase;

“Green Hatched Black Area”

means such area shown coloured green hatched black on Plan Ia annexed to the Government Grant referred to in Special Condition No.(74)(a) of the Government Grant;

“Gross Floor Area”	means the gross floor area as defined in Special Condition No.(81)(a) of the Government Grant;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Insured Risks”	means loss or damage by or in consequence of fire, earthquake, landslip, subterranean fire; bursting or overflowing of water tanks, apparatus or pipes; riot or civil commotion, strikes, labour or political disturbances; the action of malicious persons; explosion (including explosion of boilers and other heating or ventilation apparatus); lightning, thunderbolt, storm, tempest, typhoon, floods; impact by any road vehicle, aircraft or other aerial device or articles dropped therefrom; accidental damage to underground pipes and cables; and such other risks as the Manager in its sole discretion may from time to time decide;
“Items within Estate”	means (i) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development; (ii) all building services installations, plant and equipment (including, but not limited to, portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development; and (iii) all other common parts and facilities serving the Government Accommodation and the remainder of the Development referred to in Special Condition No.(31)(a) of the Government Grant;
“Items within Station”	means (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/ floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation and (ii) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder referred to in Special Condition No.(31)(a) of the Government Grant;
“Kwun Tong Line Extension”	means the extension of the existing Kwun Tong Line within the meaning of “Kwun Tong Line Extension” as defined in Special Condition No.(1)(b) of the Government Grant;
“Land”	means all that piece or parcel of land registered at the Land Registry as Kowloon Inland Lot No.11264 ;
“maintain”	means repair, uphold, support, rebuild, renew, upgrade, renovate, overhaul, pave, purge, scour, cleanse, empty, amend, keep, tend, replace, decorate and paint or such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and “maintenance” shall be construed accordingly;
“management”	means all or any of the activities normally associated with management including, without limitation, operation, servicing, cleaning, enhancement, maintenance, repair, renovation, decoration, improvement, replacement, security, insurance and all duties and obligations to be performed and

observed by the Grantee (as defined in the Government Grant) in relation to the Estate including the Items within Estate (if any) (other than the Units) or any area outside the boundary of the Land pursuant to or under the Government Grant (save and except those duties and obligations which are required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) and all duties and obligations to be performed and observed by the Manager as herein provided and “**manage**” shall be construed accordingly;

“Management Charges” means the monthly charges and other costs, charges, expenses and contributions calculated in accordance with the provisions of Section J of this Deed;

“Management Units” means the management units from time to time attributable to the Units as set out in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant;

“Manager” means as the context requires :-

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

who for the time being, is for the purpose of this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant managing the Estate;

“Manager’s Remuneration” means the Manager’s remuneration calculated in accordance with Clause 4 of Section H of this Deed and forming part of the Management Charges;

“MTR Portion” means the MTR Portion as defined in Special Condition No.(1)(c) of the Government Grant and more particularly described in Recital A of the SCL Portion Assignment;

“New Drainage Reserve” means the area of the Land measuring 3 metres from both external sides of the diverted drainage pipe (as defined in Special Condition No.(72)(d)(i) of the Government Grant) as referred to and defined as “the New Drainage Reserve” in Special Condition No.(72)(d)(ii)(II) of the Government Grant;

“Noise Mitigation Measures” means the noise mitigation measures as proposed in noise impact assessments and approved by the Director pursuant to Special Condition No.(77)(b) of the Government Grant and the Noise Mitigation Measures shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant to be executed in connection with any Phase;

“Non-building Area” means such portion of the Land shown coloured pink triangled black hatched brown on Plan Ia annexed to the Government Grant referred to in Special Condition No.(76)(a) of the Government Grant;

“Non-enclosed Areas” means the Balconies, the Utility Platforms and the air-conditioning platforms (complying with the criteria set out in Appendix B of the Code of Practice on

Access for External Maintenance 2021 issued by the Buildings Department or as amended or substituted from time to time) provided on the Balconies or the Utility Platforms (as the case may be) respectively forming part of the Residential Units to be more particularly identified in the Sub-Deeds of Mutual Covenant or Sub-Sub-Deeds of Mutual Covenant and the covered areas underneath such Balconies, Utility Platforms and air-conditioning platforms;

- “Occupation Permit”** means any occupation permit (whether temporary or otherwise) issued by the Building Authority in respect of the Development or any part of the Development;
- “Ordinance”** means the Building Management Ordinance (Cap.344 of the Laws of Hong Kong) as amended or varied from time to time or any legislation replacing the Building Management Ordinance;
- “Owner”** means each person in whom for the time being any Share is vested and appears from the records in the Land Registry to be the owner of such Share (collectively the **“Owners”**) and every joint tenant or tenant in common of any Share, and (where any such Share has been assigned or charged by way of mortgage or charge) includes both the mortgagor or chargor, and the mortgagee or chargee in possession of or having foreclosed such Share PROVIDED THAT (subject to the provisions of the mortgage or charge) the voting rights attached to such 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 Share;
- “Owners’ Corporation”** means the corporation of the Owners of the Development incorporated under Section 8 of the Ordinance;
- “Owners’ Sub-Committee”** means a committee of the Owners of each Phase to be established under the provisions of the relevant Sub-Deed of Mutual Covenant of each Phase;
- “Party Wall”** means an internal wall which divides two Units;
- “Pedestrian Link”** means collectively the segregated pedestrian ways or paths (together with stairs, ramps, lighting and escalators) required to be provided for the purposes as specified in Special Condition No.(49)(b) of the Government Grant as referred to in Special Condition No.(49)(a) of the Government Grant;
- “Pedestrian Subway”** means the existing pedestrian subway as referred to and defined as “the Pedestrian Subway” in Special Condition No.(9)(a) of the Government Grant;
- “Pedestrian Walkway”** means collectively the segregated pedestrian ways or paths (together with stairs, ramps, lighting and escalators ancillary thereto) located wholly within the SCL Portion required to be provided within the Land as referred to and defined as “the Pedestrian Walkway” in Special Condition No.(50)(b) of the Government Grant;

“Phase”	means an integral part of the Estate (including any part of the Common Areas but excluding the Government Accommodation) constructed or to be constructed on the Land to which the Shares are allocated pursuant to a Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed under Clause 2 of Section C of this Deed;
“Phase I”	means that part of the Estate constructed or to be constructed on Site B which consists of residential tower blocks, recreational facilities and facilities ancillary thereto, parking spaces and common areas and common services and facilities;
“Private Recreational Facilities”	means the recreational facilities and facilities ancillary thereto (including, but not limited to, the Club Houses) as are approved by the Director pursuant to the provisions of Special Condition No.(45)(a) of the Government Grant which now are or may at any time during the Term be provided for the benefit of the residents of Units in the Residential Development or a part or parts of the Residential Development and their bona fide visitors;
“Residential Development”	means those parts of the Estate constructed or to be constructed in accordance with the Approved Plans for residential use and accommodation ancillary thereto;
“Residential Unit”	means a Unit in the Residential Development;
“SCL Portion”	means the “SCL Portion” as defined in Special Condition No.(1)(d) of the Government Grant and more particularly described in Part I of the First Schedule to the SCL Portion Assignment;
“SCL Reserved Areas”	means such strata of land excepted and reserved unto the Government within the meaning of “the SCL Reserved Areas” as defined in Special Condition No.(10)(a) of the Government Grant;
“Shares”	means the 1,860,250 equal undivided shares of and in the Land and the Development allocated in accordance with the provisions of this Deed as more particularly set out in the First Schedule hereto or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll, each a “Share”;
“Shatin to Central Link”	means the railway with two sections as referred to and defined as “Shatin to Central Link” in Special Condition No.(1)(e) of the Government Grant, and the section as referred to in Special Condition No.(1)(e)(i) of the Government Grant is, at the date of this Deed, known as the Tuen Ma Line;
“Site A”	means collectively the portion or portions or strata or stratum or substrata or sub-stratum of the Land as shown and marked “SITE A” on Plan Ib annexed to the Government Grant within the meaning of “Site A” as defined in Special Condition No.(1)(f) of the Government Grant;
“Site B”	means collectively the portion or portions or strata or stratum or substrata or sub-stratum of the Land as shown and marked “SITE B” on Plan Ib annexed

to the Government Grant within the meaning of “Site B” as defined in Special Condition No.(1)(g) of the Government Grant;

“Slopes and Retaining Walls”

means all slopes, slope treatment works, retaining walls, supports, foundations, drainage works and other structures within or outside the Land including, but not limited to the Green Hatched Black Area, the maintenance of which is the liability of the Owners (save and except FSI as the Owner of the Government Accommodation) under the Government Grant or this Deed, and the Slopes and Retaining Walls are for identification purpose only as shown Yellow, Yellow Hatched Red, Yellow Cross-hatched Red and Green Hatched Black on the slope plans of a scale of not less than 1:500 certified as to its accuracy by the Authorized Person and annexed hereto;

“Slope Maintenance Manual”

means the maintenance manual for the Slopes and Retaining Walls prepared in accordance with ‘Geoguide 5 – Guide to Slope Maintenance’ issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and approved by the relevant Government departments;

“Special Fund”

means a special fund to be set up by the Manager pursuant to Clause 2(a) of Section J of this Deed for expenditure in relation to the management of the Estate of a capital and non-recurring nature for the purpose of paragraph 4 of Schedule 7 to the Ordinance;

“Station”

means “the Ho Man Tin Station” as defined in Special Condition No.(32)(a) of the Government Grant and more particularly described in Part III of the First Schedule to the SCL Portion Assignment;

“Sub-Deed of Mutual Covenant”

means any such deed affecting any Phase;

“Sub-Sub-Deed of Mutual Covenant”

means any such deed affecting any part of a Phase;

“Subway Reserved Area”

means such stratum of land excepted and reserved unto the Government within the meaning of “the Subway Reserved Area” as defined in Special Condition No.(9)(a) of the Government Grant;

“Term”

means the term of 50 years commencing from 27th February 2017 and expiring on 26th February 2067 created by the Government Grant;

“Unit”

means a part of the Estate the exclusive use and enjoyment of which has been or is intended to be assigned to an Owner but shall exclude, except as provided otherwise herein or in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant, all structural columns (if any) within the Unit and structural columns (if any) appertaining to the Unit PROVIDED THAT insofar as the Government Accommodation is concerned, the Items within Estate (if any) and the Items within Station are excluded;

“Utility Platform”

means each of the utility platforms forming part of a Residential Unit as specified in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual

Covenant and for the avoidance of doubt includes any Noise Mitigation Measures (if any) appertaining thereto, the glass, metal grilles and balustrades and other materials enclosing the utility platform and the handrails thereof and the plaster of and the finishes of the ceiling slab of the utility platform and the lamp(s) and other fixtures (if any) at the utility platform;

“Waterworks Reserve”

means such areas of the Land shown in blue double peaked lines and marked “WWR” on Plan Ia annexed to the Government Grant as defined as “the Waterworks Reserve” in Special Condition No.(73)(c) of the Government Grant; and

“Works and Installations”

means all the major works and installations in or of the Estate (whether forming part of the Common Areas and the Common Services and Facilities or not) requiring regular maintenance on a recurrent basis, including, but not limited to, the Slopes and Retaining Walls.

SECTION C

RIGHTS OF OWNERS

Rights attaching to Shares

1. (a) Each Share shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the SCL Portion Assignment, this Deed and any applicable Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll be held by the person or persons from time to time entitled thereto together with the full and exclusive right and privilege to hold, use and occupy such part of the Land and the Development designated opposite to it in the First Schedule hereto and the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule hereto but subject to the exceptions and reservations set out in Part II of the Second Schedule hereto and the easements, rights and privileges reserved to the Owner of the MTR Portion and the SCL Portion Owner under the SCL Portion Assignment and subject also to the Building Rules and the Fitting Out Rules (save and except for the Shares allocated to the Government Accommodation) PROVIDED THAT the benefit of the easements, rights and privileges set out in Part I of the Second Schedule hereto shall be subject to the rights, easements and privileges of FSI and shall not in any way adversely affect or prejudice the easements, rights and privileges reserved to FSI as the Owner of the Government Accommodation under the Government Grant, this Deed, any Sub-Deed of Mutual Covenant, Sub-Sub-Deed of Mutual Covenant or Deed Poll.

(b) The Shares attributable to the MTR Portion and the SCL Portion set out in the First Schedule hereto shall be held by MTR and the SCL Portion Owner together with the exclusive right to hold use and enjoy the MTR Portion and the SCL Portion respectively.

(c) Notwithstanding anything herein contained, all the easements, rights and privileges reserved to MTR and of all the other Owners of the Estate (save and except the FSI as the Owner of the Government Accommodation) in this Deed, any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and the powers, duties, rights and privileges of the Manager contained in this Deed, any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll shall be subject to the easements, rights and privileges of FSI and the Owners of the Station and shall not in any way adversely affect or prejudice the easements, rights and privileges reserved to FSI and the Owners of the Station in this Deed, the relevant Sub-Deed of Mutual Covenant, Sub-Sub-Deed of Mutual Covenant, Deed Poll, the Government Grant and the SCL Portion Assignment.

Sub-Deeds of Mutual Covenant, Sub-Sub-Deeds of

2. MTR shall have the right in respect of any Phase to enter into Sub-Deeds of Mutual Covenant and/or Sub-Sub-Deeds of Mutual Covenant in the event of multi-ownership of that Phase, or in any other case Deed Polls in respect of that Phase and/or the MTR Portion for the purpose of allocating

**Mutual Covenant
and Deed Polls**

the Shares and the Management Units to the Unit(s) in that Phase and the Shares to the Common Areas and the Common Services and Facilities in that Phase and/or the Shares to the MTR Portion and in the event of multi-ownership of that Phase to more precisely define the rights and obligations of the Owners in that Phase in each case subject to the prior approval of the Director to the terms of any such Sub-Deeds of Mutual Covenant or Sub-Sub-Deeds of Mutual Covenant or Deed Polls PROVIDED THAT the exercise of such right shall not affect the proportion of Shares allocated to the Government Accommodation unless such exercise involves allocation or re-allocation of Shares of the Government Accommodation for compliance with Special Condition No.(26)(b) of the Government Grant, in which event the prior written approval of FSI as the Owner of the Government Accommodation shall be obtained AND PROVIDED FURTHER THAT the exercise of the rights under this Clause shall not affect the number of Shares allocated to the Station. No Management Units shall be allocated to the Station, the Government Accommodation, the Common Areas and the Common Services and Facilities.

**Right to make
additions etc.**

3. Without prejudice to Clause 7 of Section K of this Deed and the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation, its lessees, tenants, licensees, and persons authorised by it and the Owners and occupiers for the time being of the Government Accommodation in Clause 2 of Part I of the Second Schedule to this Deed, each Owner of a Unit (other than an Owner of a Car Parking Space) shall have the right subject to this Deed or any Sub-Deed of Mutual Covenant and Sub-Sub-Deed of Mutual Covenant, the Building Rules and the Fitting Out Rules and any other Government rules and statutory requirements affecting it to make or install in his own Unit at his own expense any additions, improvements, lights, fittings, fixtures or decorations which can be installed, fixed and removed without structural alteration or damage and without affecting the existing design or external appearance of the facade or elevations of any building and each such Owner shall have the right to remove the same at his own expense in the like manner PROVIDED THAT the exercise of the rights under this Clause shall not interfere with or adversely affect the rights and interests of the other Owners PROVIDED FURTHER THAT the Owner of the Government Accommodation shall not be subject to the Fitting Out Rules and the Building Rules.

**Right of Owners to
sell or lease etc.**

4. (a) Subject to the provisions of the Government Grant and any relevant Sub-Deed of Mutual Covenant and Sub-Sub-Deed of Mutual Covenant and Clause 9 of this Section, every Owner shall have the full right and liberty without reference to any other Owner or Owners or any person or persons otherwise interested in any Share or Shares in any way whatsoever and without the necessity of making such other Owner or any such other person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Share(s) or interest of and in the Land and the Development together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Development which may be held therewith PROVIDED THAT any such transaction shall

be expressly subject to and with the benefit of this Deed and any relevant Sub-Deed of Mutual Covenant and Sub-Sub-Deed of Mutual Covenant and the SCL Portion Assignment and PROVIDED FURTHER THAT notice of any sale, assignment, lease, licence or other disposal (save and except those relating to the Government Accommodation) shall in every instance be forthwith on the execution thereof given to the Manager.

(b) Each Share and the sole and exclusive right and privilege to hold, use occupy and enjoy any Unit or any part thereof shall be held by the Owner from time to time of such Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Deed and any relevant Sub-Deed of Mutual Covenant and Sub-Sub-Deed of Mutual Covenant and the SCL Portion Assignment.

Party Walls

5. A Party Wall shall be repaired and maintained at the joint expense of the Owners of the Units which the Party Wall separates.

Rights of MTR

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

Rights of SCL Portion Owner

7. The SCL Portion Owner shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the SCL Portion Assignment and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy the whole of the SCL Portion together with the appurtenances thereto.

Rights of Purchaser

8. The Purchaser shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant and in this Deed and the relevant Sub-Deed of Mutual Covenant and Sub-Sub-Deed of Mutual Covenant and the SCL Portion Assignment have the full and exclusive right and privilege to hold, use, occupy and enjoy the First Assigned Premises together with the appurtenances thereto.

Disposal Restrictions

9. (a) The sole and exclusive right and privilege to hold, use, occupy and enjoy any Unit or any part thereof shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Share(s) with which the same is held PROVIDED ALWAYS THAT the provisions of this Clause, subject to the Government Grant, shall not extend to any lease, tenancy or licence with a term not exceeding 10 years.

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

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

(d) Without prejudice to the further restrictions in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant, the Car Parking Spaces provided under Special Condition Nos.(57)(a)(i) and (57)(c)(i) of the Government Grant (i.e. the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces as respectively defined therein) shall not be :-

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

PROVIDED THAT in any event not more than three (3) in number of the total of the Car Parking Spaces provided under Special Condition Nos.(57)(a)(i) and (57)(c)(i) of the Government Grant shall be assigned to the Owner or underlet to the resident of any one Residential Unit.

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

SECTION D

ABATEMENT OF RIGHTS

**Damage
necessitating
rebuilding**

1. In the event of the Estate or any part of it being damaged by fire, typhoon, earthquake, subsidence or other causes rendering the same substantially unfit for use or habitation or occupation thereby necessitating the rebuilding and reinstatement thereof, the provisions of this Section shall apply.

Reinstatement

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

**Reinstatement
impossible**

(b) In the event of any legal or structural impediment to the rebuilding or reinstatement of the Estate or the part damaged the Manager shall convene a meeting of the Owners of the Estate or the part affected as the case may be (the rules and conduct of which shall be governed by the provisions of Section F of this Deed so far as applicable) PROVIDED THAT the quorum for such a meeting shall be Owners present in person holding not less than 75% of the Shares of the relevant part of the Estate (excluding the Shares allocated to the Common Areas and the Common Services and Facilities).

(c) Such meeting may resolve by a 75% majority of such Owners present in person or by proxy and voting that by reason of the impediment to rebuilding or reinstatement each such Owner shall be obliged to assign his Shares together with all rights and appurtenances thereto to the Manager upon trust forthwith to dispose of the same in accordance with Clause 3 of this Section and to distribute the net proceeds of sale amongst such Owners in proportion to the Shares previously held by them. All insurance monies received in respect of any policy of insurance on the whole or that part of the Estate so damaged shall likewise be distributed amongst such Owners. For the avoidance of doubt net sale proceeds and insurance monies shall be distributed amongst Owners of Units of the part of the Estate affected and no distribution shall be made in respect of Shares allocated to any Common Areas and the Common Services and Facilities of the part of the Estate affected.

**Sale of Shares by
auction**

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

SECTION E

OBLIGATIONS OF OWNERS

- Owners and Manager to comply**
1. The Owners and the Manager shall at all times hereafter so long as they remain as the Owners of any Share or the Manager of the Estate (as the case may be) comply with and shall observe and perform the covenants, provisions, restrictions and prohibitions contained in the Government Grant, this Deed and the SCL Portion Assignment.
- Owners to observe restrictive covenants**
2. Subject to the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation in Clause 2 of Part I of the Second Schedule to this Deed, the Owners of the Estate (excluding FSI as the Owner of the Government Accommodation) shall at all times hereafter be bound by and shall observe and perform the covenants, restrictions and prohibitions set out in the Third Schedule hereto.
- Government rent**
3. (a) Subject to the provisions of Clause 3(b) of this Section, all the Owners shall be liable for payment of the Government rent in respect of the Land. The Owners of the Estate (save and except FSI as the Owner of the Government Accommodation) shall be liable for the payment of the Government rent in respect of the Estate in proportion to the respective number of the Management Units for the time being vested in them.
- (b) To the extent that separate demands for Government rent are raised by the Government in respect of the MTR Portion, the SCL Portion, the Government Accommodation, a Unit or any other distinct part of the Development such demands shall be settled by the Owner or Owners of those parts of the Development.
- (c) Without prejudice to the Owners' ultimate liability under Clause 3(a) or (b) of this Section the Manager shall have the right to pay the Government rent on behalf of the Owners of any part of the Estate other than the Government Accommodation and to recover from them the amount thereof as part of the Management Charges.
- Rates and taxes**
4. All existing and future taxes, rates, assessments, property tax and outgoings of every description for the time being payable (Government rent excepted) in respect of any Unit or of any other part of the Development the exclusive use, occupation and enjoyment of which has been assigned to any Owner shall be borne by the Owner thereof who shall pay them directly to the appropriate authority.
- Utilities**
5. Charges for the supply and consumption of water, electricity, gas and other utilities in connection with any Unit shall be paid directly to the appropriate utility company or authority by the Owner of such Unit.
- Management Charges**
6. Each Owner (save and except FSI as the Owner of the Government Accommodation) shall upon demand pay to the Manager the Management

Charges in respect of any Unit owned by him, calculated in accordance with the provisions of Section J of this Deed.

Repairs

7. Subject to Clause 9 of this Section, each Owner, at his own expense, shall keep :-

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

and preserve and maintain the same in good and substantial repair and condition.

Obligations of Owner of MTR Portion and SCL Portion Owner

8. (a) MTR (as Owner of the MTR Portion) shall be responsible for the maintenance and management of the MTR Portion (including, for the avoidance of doubt, such part(s) of the landscaped areas forming part of the Station as referred to in Special Condition No.(16)(e) of the Government Grant and situated within the MTR Portion) but not any other part of the Development except as expressly provided in Clause 16 of this Section. MTR shall not as Owner of the MTR Portion be liable to contribute towards the Management Charges calculated in accordance with Section J of this Deed except as expressly provided in this Deed.

(b) The SCL Portion Owner shall be responsible for the maintenance and management of the SCL Portion (including, for the avoidance of doubt, (i) the Pedestrian Walkway, (ii) the Footbridge Connections and Supports and (iii) such part(s) of the landscaped areas forming part of the Station as referred to in Special Condition No.(16)(e) of the Government Grant and situated within the SCL Portion) but not any other part of the Development except as expressly provided in Clause 16 of this Section and shall not be liable to contribute towards the Management Charges calculated in accordance with Section J of this Deed except as expressly provided in this Deed.

(c) Notwithstanding sub-clauses (a) and (b) above, only MTR (as Owner of the MTR Portion) and the SCL Portion Owner shall at their own costs and expenses maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area and carry out all works in respect of the Green Hatched Black Area as required by the Government Grant and this Deed.

(d) Notwithstanding anything contained in the SCL Portion Assignment and this Deed, the SCL Portion Owner and the Owner of the

MTR Portion shall share and contribute to the costs and expenses of the maintenance and management of the Station or any part(s) thereof, the Items within Station, the Green Hatched Black Area and those part(s) of the Slopes and Retaining Walls situated within or abutting the Station (which are for identification purpose only as shown Yellow Hatched Red on the slope plans of a scale of not less than 1:500 certified as to its accuracy by the Authorized Person and annexed hereto) in the proportion to be agreed by the SCL Portion Owner and the Owner of the MTR Portion without reference to or the need to seek consent from other Owners.

(e) MTR (as Owner of the MTR Portion) and the SCL Portion Owner shall at all times hereafter be bound by and subject to the rights, easements and privileges reserved to FSI, its lessees, tenants, licensees, and persons authorised by it and the Owners and occupiers for the time being of the Government Accommodation in Clause 2(d) of Part I of the Second Schedule to this Deed.

**Obligations of
Owner of
Government
Accommodation and
maintenance of Items
within Estate and Items
within Station**

9. (a) Notwithstanding anything herein provided to the contrary, FSI as the Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation (excluding the Items within Estate (if any) and the Items within Station) but not the remainder or any other part of the Development. Notwithstanding anything herein provided to the contrary, FSI as the Owner of the Government Accommodation shall not be liable to (i) contribute any Management Charges and any management and maintenance charges in respect of the remainder or any other part of the Development and in particular shall not be liable for payment of any Management Charges and any management and maintenance charges whatsoever incurred in respect of the Common Areas and the Common Services and Facilities and any common parts and common facilities of the Development and the Lot, including the Items within Estate (if any) and the Items within Station; and (ii) any payment of Special Fund, capital equipment fund, debris removal fee or payment of a like nature.

(b) The Owners of the Units in the Estate (save and except FSI as the Owner of the Government Accommodation) shall, acting by the Manager, be responsible for maintaining, managing and repairing the Items within Estate (if any) and shall indemnify and keep indemnified FSI and the Government from and against all liabilities, damages, expenses, costs, charges, actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property arising out of or as a consequence of a failure to maintain, manage and repair the Items within Estate (if any).

(c) The Owners of the Station shall be responsible for maintaining, managing and repairing the Items within Station and shall indemnify and keep indemnified FSI and the Government from and against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings whatsoever arising out of or in respect of any loss or damage

to any person or property arising out of or as a consequence of a failure to maintain, manage and repair the Items within Station.

Works by Owners

10. (a) All Owners (save and except the Owners of the Station and FSI as the Owner of the Government Accommodation) shall apply for the Manager's consent in relation to all matters which require such consent under the terms of this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or the Building Rules or the Fitting Out Rules and shall be bound by the Manager's decision and shall comply with any terms or conditions which the Manager may impose.

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

(c) Without prejudice to the exceptions and reservations in favour of the Owner of the MTR Portion under the SCL Portion Assignment and the rights, easements and privileges applicable to the Owner of the MTR Portion under Clause 3 of Part I of the Second Schedule hereto, the Owner of the MTR Portion may carry out any work relating to the routine and emergency maintenance and the safety or operation of the MTR Portion within the Estate without the Manager's consent PROVIDED THAT for such purpose the Owner of the MTR Portion may enter upon the Estate only upon giving reasonable prior notice to the Manager or the Owner of the relevant part of the Estate (as the case may be) (except in case of emergency), and for the Government Accommodation and the Units which are not held by MTR, only if the entry is unavoidable and with the prior approval of the Owner of the Government Accommodation or such Units (except in case of emergency), and the least disturbance being caused and the Owner of the MTR Portion shall be liable for all costs and expenses incurred for any damage caused to the Estate or the Government Accommodation and shall indemnify the Owner of the Estate or the Owner of the Government Accommodation from and against all costs and expenses incurred for any damage caused to the Estate or the Government Accommodation and shall at

its own expense make good any damage caused to the Estate or the Government Accommodation as a result of carrying out such works.

(d) Without prejudice to the easements, rights and privileges granted to the SCL Portion Owner under the SCL Portion Assignment and the rights, easements and privileges applicable to the SCL Portion Owner under Clause 4 of Part I of the Second Schedule hereto, the SCL Portion Owner may carry out any work relating to the routine and emergency maintenance and the safety or operation of the SCL Portion within the Estate without the Manager's consent PROVIDED THAT for such purpose the SCL Portion Owner may enter upon the Estate only upon giving reasonable prior notice to the Manager or the Owner of the relevant part of the Estate (as the case may be) (except in case of emergency), and for the Government Accommodation and the Units which are not held by the SCL Portion Owner, only if the entry is unavoidable and with the prior approval of the Owner of the Government Accommodation or such Units (except in case of emergency), and the least disturbance being caused and the SCL Portion Owner shall be liable for all costs and expenses incurred for any damage caused to the Estate or the Government Accommodation and shall indemnify the Owner of the Estate or the Owner of the Government Accommodation from and against all costs and expenses incurred for any damage caused to the Estate or the Government Accommodation and shall at its own expense make good any damage caused to the Estate or the Government Accommodation as a result of carrying out such works.

(e) Without prejudice to the aforesaid, all Owners (save and except the Owners of the Station and FSI as the Owner of the Government Accommodation) shall if required by the Manager pay on demand all costs, charges and expenses (without prejudice to the generality of the foregoing, including legal costs and fees payable to professional consultants and advisers) which may be reasonably incurred by the Manager in connection with any licence or consent required under the terms of this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or the Building Rules or the Fitting Out Rules (such consent shall not be unreasonably withheld). The Manager shall not charge the Owners any fee other than a reasonable administrative fee for processing and issuing such consent and all such fee shall be credited to the relevant account(s) of the Special Fund.

**Protection of Kwun
Tong Line Extension and
Shatin to Central Link**

11. (a) Prior to commencement of any structural works whatsoever on the Land required by the Owners (save and except MTR (as Owner of the MTR Portion)) or relevant Government and statutory authorities including, but not limited to, civil engineering and building works, the Owners (save and except MTR (as Owner of the MTR Portion)) shall consult MTR Corporation Limited as operator of the Kwun Tong Line Extension so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the Kwun Tong Line Extension (as to which the decision of the Director shall be conclusive) and if required by the Director the Owners (save and except MTR (as Owner of the MTR Portion)) shall, at their own

expense, take such precautions as may be required by MTR Corporation Limited as operator of the Kwun Tong Line Extension to ensure the safety of any railway works, structures, facilities or installations and the operation of the Kwun Tong Line Extension.

(b) The Owners shall comply with all ordinances, by-laws and regulations relating to the Kwun Tong Line Extension.

(c) The Owners shall not interfere in any way with the construction, use and operation of the Kwun Tong Line Extension.

(d) The Owners shall at their own expense comply with all special requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the Kwun Tong Line Extension.

(e) The Owners (save and except MTR (as Owner of the MTR Portion)) shall permit the Director, MTR Corporation Limited as operator of the Kwun Tong Line Extension and their duly authorized officers, servants and contractors the right of ingress, egress and regress to, from and through the Land and any building or buildings erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Kwun Tong Line Extension PROVIDED THAT for the Government Accommodation, only if the entry is unavoidable and with the prior approval of the Owner of the Government Accommodation (except in case of emergency), and the least disturbance being caused and MTR Corporation Limited as operator of the Kwun Tong Line Extension shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation and shall indemnify and keep indemnified the Owner of the Government Accommodation from and against all costs and expenses incurred for any damage caused to the Government Accommodation and shall at its own expense make good any damage caused to the Government Accommodation as a result of carrying out such works or otherwise arising out of or incidental to the exercise of the rights conferred under this sub-clause AND PROVIDED THAT the Director and his duly authorized officers, servants and contractors shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by such Owners arising out of or incidental to the exercise of the rights conferred under this sub-clause and no claim or objection shall be made against him or them by such Owners.

(f) In the event MTR Corporation Limited as operator of the Kwun Tong Line Extension ceases to operate the Kwun Tong Line Extension or any part of the Kwun Tong Line Extension affecting the Land upon the expiry of the franchise (including any extension thereto) granted under Section 4 of the Mass Transit Railway Ordinance (Cap.556 of the Laws of Hong Kong) or otherwise, any reference to MTR Corporation Limited as

operator of the Kwun Tong Line Extension in sub-clauses (a) to (f) of this Clause shall where appropriate mean the Government, its nominee or a third party designated by the Government.

(g) Prior to the commencement of any structural works whatsoever on the Land required by the Owners (save and except the SCL Portion Owner) or relevant Government or statutory authorities including, but not limited to, civil engineering and building works, the Owners (save and except the SCL Portion Owner) shall consult MTR Corporation Limited as operator of the Shatin to Central Link and the SCL Portion Owner, so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the Shatin to Central Link (as to which the decision of the Director shall be conclusive) and if required by the Director, the Owners (save and except the SCL Portion Owner) shall, at their own expense, take such precautions as may be required by MTR Corporation Limited as operator of the Shatin to Central Link and the SCL Portion Owner to ensure the safety of any railway works, structures, facilities or installations and the operation of the Shatin to Central Link.

(h) The Owners shall comply with all ordinances, by-laws and regulations relating to the Shatin to Central Link.

(i) The Owners shall not interfere in any way with the construction, use and operation of the Shatin to Central Link.

(j) The Owners shall at their own expense comply with all special requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used) repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the Shatin to Central Link.

(k) The Owners (save and except the SCL Portion Owner) shall permit the Director, MTR Corporation Limited as operator of the Shatin to Central Link and the SCL Portion Owner and their duly authorized officers, servants and contractors the right of ingress, egress and regress to, from and through the Land and any building or buildings erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Shatin to Central Link PROVIDED THAT for the Government Accommodation, only if the entry is unavoidable and with the prior approval of the Owner of the Government Accommodation (except in case of emergency), and the least disturbance being caused and MTR Corporation Limited as operator of the Shatin to Central Link and the SCL Portion Owner shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation and shall indemnify and keep indemnified the Owner of the Government Accommodation from and against all costs and expenses incurred for any damage caused to the Government Accommodation and

shall at its own expense make good any damage caused to the Government Accommodation as a result of carrying out such works or otherwise arising out of or incidental to the exercise of the rights conferred under this sub-clause AND PROVIDED THAT the Director and his duly authorized officers, servants and contractors shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by such Owners arising out of or incidental to the exercise of the rights conferred under this sub-clause and no claim or objection shall be made against him or them by such Owners;

PROVIDED THAT MTR Corporation Limited as operator of the Shatin to Central Link and the SCL Portion Owner and their duly authorized officers, servants and contractors in exercising such right of entry under this sub-clause (k) of this Clause shall cause as little disturbance as possible and shall at their own cost make good any damage caused thereby and PROVIDED FURTHER THAT in the event that MTR Corporation Limited as operator of the Shatin to Central Link ceases to operate the Shatin to Central Link or any part of it affecting the Land, any reference to MTR Corporation Limited as operator of the Shatin to Central Link in sub-clauses (g) to (k) of this Clause shall where appropriate mean the Government, its nominee (save and except the SCL Portion Owner) or a third party designated by the Government.

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

Owner to make good loss or damage

12. Each Owner (save and except FSI as the Owner of the Government Accommodation) shall be responsible to the other Owners and occupiers and to the Manager for the acts and omissions of all persons occupying any Unit of which he is the Owner or using the same with his consent, express or implied, and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is responsible to make good or repair such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or occupiers which the Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

Indemnity

13. Each Owner (save and except FSI as the Owner of the Government Accommodation) shall be responsible for and shall indemnify the Manager and all other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to

any person or property caused by or as the result of his own act or negligence or that of any person occupying any Unit (excluding the Government Accommodation) of which he is the Owner or using the same with his consent, express or implied or by, or through, or in any way owing to the overflow of water or escape of fire or other substances originating therefrom.

Appointment of attorney

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

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

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

Covenant in assignment

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

(a) “The Purchaser covenants with MTR Corporation Limited (香港鐵路有限公司) (“MTR” which expression shall include its successors and assigns (other than the Purchaser) and attorneys) for the purpose of enabling MTR to exercise all or any of the covenants,

rights, liberties, privileges, entitlements, exceptions and reservations granted under Clause 3 of Part II of the Second Schedule to the Principal Deed of Mutual Covenant and Management Agreement dated [] relating to Kowloon Inland Lot No.11264 (the “**Principal Deed of Mutual Covenant and Management Agreement**”) and to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the “**Covenanting Purchaser**”) and shall enure for the benefit of Kowloon Inland Lot No.11264 (“**the Lot**”) and the development constructed or to be constructed thereon (save and except the Property) and be enforceable by MTR that :-

- (i) the Covenanting Purchaser grants confirms and acknowledges the covenants, rights, liberties, privileges, entitlements, exceptions and reservations granted and conferred on MTR under Clause 3 of Part II of the Second Schedule to the Principal Deed of Mutual Covenant and Management Agreement and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said covenants, rights, liberties, privileges, entitlements, exceptions and reservations by MTR;
- (ii) the Covenanting Purchaser shall, if required by MTR, do everything necessary, including giving express consents in writing to the exercise of the said covenants, rights, liberties, privileges, entitlements, exceptions and reservations by MTR, to facilitate the exercise of the said covenants, rights, liberties, privileges, entitlements, exceptions and reservations by MTR;
- (iii) the Covenanting Purchaser (excluding The Financial Secretary Incorporated (“**FSI**”) as the Owner of the Government Accommodation (as defined in the Principal Deed of Mutual Covenant and Management Agreement)) hereby expressly and irrevocably appoints MTR to be his attorney (with full power of substitution and delegation and, who may act through such officers, employees, agents, nominees and any substitute attorneys as MTR from time to time appoint) and grants unto MTR the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of such Covenanting Purchaser (excluding FSI as the Owner of the Government Accommodation) deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or

incidental to the exercise of the covenants, rights, liberties, privileges, entitlements, exceptions and reservations conferred on MTR under Clause 3 of Part II of the Second Schedule to the Principal Deed of Mutual Covenant and Management Agreement as aforesaid and the Covenantee Purchaser (excluding FSI as the Owner of the Government Accommodation) hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant and will ratify and confirm all that MTR shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenantee Purchaser (excluding FSI as the Owner of the Government Accommodation) and shall not be revoked by the Covenantee Purchaser (excluding FSI as the Owner of the Government Accommodation) or by the death incapacity bankruptcy or winding up (as the case may be) of the Covenantee Purchaser (excluding FSI as the Owner of the Government Accommodation); and

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

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

- (b) “The Purchaser covenants with the Kowloon-Canton Railway Corporation (九廣鐵路公司) as owner of the SCL Portion (as defined in the Principal Deed of Mutual Covenant and Management Agreement) (the “**SCL Portion Owner**” which expression shall include its successors and assigns and attorneys) for the purpose of enabling the SCL Portion Owner to exercise all or any of the covenants, rights, liberties, privileges, entitlements, exceptions and reservations granted under Part II of the Second Schedule to the SCL Portion Assignment (as defined in the Principal Deed of

Mutual Covenant and Management Agreement) and Clause 4 of Part I of the Second Schedule to the Principal Deed of Mutual Covenant and Management Agreement and to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the “**Covenanting Purchaser**”) and shall enure for the benefit of the SCL Portion and be enforceable by the SCL Portion Owner that :-

- (i) the Covenanting Purchaser grants confirms and acknowledges the covenants, rights, liberties, privileges, entitlements, exceptions and reservations granted and conferred on the SCL Portion Owner under Part II of the Second Schedule to the SCL Portion Assignment and Clause 4 of Part I of the Second Schedule to the Principal Deed of Mutual Covenant and Management Agreement and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said covenants, rights, liberties, privileges, entitlements, exceptions and reservations by the SCL Portion Owner;
- (ii) the Covenanting Purchaser shall, if required by the SCL Portion Owner, do everything necessary, including giving express consents in writing to the exercise of the said covenants, rights, liberties, privileges, entitlements, exceptions and reservations by the SCL Portion Owner, to facilitate the exercise of the said covenants, rights, liberties, privileges, entitlements, exceptions and reservations by the SCL Portion Owner;
- (iii) the Covenanting Purchaser (excluding The Financial Secretary Incorporated (“**FSI**”) as the Owner of the Government Accommodation (as defined in the Principal Deed of Mutual Covenant and Management Agreement)) hereby expressly and irrevocably appoints the SCL Portion Owner to be his attorney (with full power of substitution and delegation and, who may act through such officers, employees, agents, nominees and any substitute attorneys as the SCL Portion Owner from time to time appoint) and grants unto the SCL Portion Owner the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of such Covenanting Purchaser (excluding FSI as the Owner of the Government Accommodation) deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or

incidental to the exercise of the covenants, rights, liberties, privileges, entitlements, exceptions and reservations conferred on the SCL Portion Owner under Part II of the Second Schedule to the SCL Portion Assignment and Clause 4 of Part I of the Second Schedule to the Principal Deed of Mutual Covenant and Management Agreement as aforesaid and the Covenantee Purchaser (excluding FSI as the Owner of the Government Accommodation) hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant and will ratify and confirm all that the SCL Portion Owner shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenantee Purchaser (excluding FSI as the Owner of the Government Accommodation) and shall not be revoked by the Covenantee Purchaser (excluding FSI as the Owner of the Government Accommodation) or by the death incapacity bankruptcy or winding up (as the case may be) of the Covenantee Purchaser (excluding FSI as the Owner of the Government Accommodation); and

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

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

- (c) “The Purchaser covenants with MTR Corporation Limited as the Owner of the MTR Portion (as defined in the Principal Deed of Mutual Covenant and Management Agreement) (the “**Owner of the MTR Portion**” which expression shall include its successors and assigns and attorneys) for the purpose of enabling the Owner of the MTR Portion to exercise all or any of the covenants, rights, liberties, privileges, entitlements, exceptions and reservations granted under Paragraph A of Part I of the Second Schedule to the SCL Portion

Assignment (as defined in the Principal Deed of Mutual Covenant and Management Agreement) and to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the “**Covenanting Purchaser**”) and shall enure for the benefit of the MTR Portion and be enforceable by the Owner of the MTR Portion that :-

- (i) the Covenanting Purchaser grants confirms and acknowledges the covenants, rights, liberties, privileges, entitlements, exceptions and reservations granted and conferred on the Owner of the MTR Portion under Paragraph A of Part I of the Second Schedule to the SCL Portion Assignment and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said covenants, rights, liberties, privileges, entitlements, exceptions and reservations by the Owner of the MTR Portion;
- (ii) the Covenanting Purchaser shall, if required by the Owner of the MTR Portion, do everything necessary, including giving express consents in writing to the exercise of the said covenants, rights, liberties, privileges, entitlements, exceptions and reservations by the Owner of the MTR Portion, to facilitate the exercise of the said covenants, rights, liberties, privileges, entitlements, exceptions and reservations by the Owner of the MTR Portion;
- (iii) the Covenanting Purchaser (excluding The Financial Secretary Incorporated (“FSI”) as the Owner of the Government Accommodation (as defined in the Principal Deed of Mutual Covenant and Management Agreement)) hereby expressly and irrevocably appoints the Owner of the MTR Portion to be his attorney (with full power of substitution and delegation and, who may act through such officers, employees, agents, nominees and any substitute attorneys as the Owner of the MTR Portion from time to time appoint) and grants unto the Owner of the MTR Portion the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of such Covenanting Purchaser (excluding FSI as the Owner of the Government Accommodation) deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the covenants, rights, liberties, privileges, entitlements,

exceptions and reservations conferred on the Owner of the MTR Portion under Paragraph A of Part I of the Second Schedule to the SCL Portion Assignment as aforesaid and the Covenanting Purchaser (excluding FSI as the Owner of the Government Accommodation) hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant and will ratify and confirm all that the Owner of the MTR Portion shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenanting Purchaser (excluding FSI as the Owner of the Government Accommodation) and shall not be revoked by the Covenanting Purchaser (excluding FSI as the Owner of the Government Accommodation) or by the death incapacity bankruptcy or winding up (as the case may be) of the Covenanting Purchaser (excluding FSI as the Owner of the Government Accommodation); and

- (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 and this covenant (iv)

PROVIDED THAT upon the Covenanting Purchaser complying with and performing the covenant (iv) hereinabove 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), (iii) and (iv) hereinbefore contained.”

Maintenance of Slopes and Retaining Walls

16. (a) Subject to Clause 8(c) of this Section and the proviso to sub-clause (c) of this Clause, the Owners (save and except FSI as the Owner of the Government Accommodation) shall at their own costs and expense maintain in good substantial repair and condition to the satisfaction of the Director and carry out all works in respect of the Slopes and Retaining Walls as required by the Government Grant 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 Slope Maintenance Manual.

(b) Subject to Clause 8(c) of this Section and the proviso to sub-clause (c) of this Clause, the Manager shall have full authority of the

Owners (save and except the Owners of the Station and FSI as the Owner of the Government Accommodation) to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of the Slopes and Retaining Walls in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slopes and Retaining Walls. For the purpose of this sub-clause, the reference to “the Manager” includes the Owners’ Corporation, if formed.

(c) All Owners (save and except the Owners of the Station and FSI as the Owner of the Government Accommodation) shall subject to Clause 8(c) of this Section and the proviso to this sub-clause, pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls PROVIDED THAT subject to Clause 8(c) of this Section, if any of the Slopes and Retaining Walls is situated within or abutting a Phase or Phases (which are for identification purpose only as shown Yellow and Yellow Cross-hatched Red on the slope plans of a scale of not less than 1:500 certified as to its accuracy by the Authorized Person and annexed hereto) or the Station (which are for identification purpose only as shown Yellow Hatched Red on the slope plans of a scale of not less than 1:500 certified as to its accuracy by the Authorized Person and annexed hereto), only the Owners of Units in that Phase or the relevant Phases or the Owners of the Station (as the case may be) shall at their own expense be responsible for maintaining, repairing and carrying out works in respect of such Slopes and Retaining Walls in accordance with this Clause.

(d) The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls under the conditions of the Government Grant, which shall remain the responsibility of the Owners (save and except FSI as the Owner of the Government Accommodation) if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners (save and except the Owners of the Station and FSI as the Owner of the Government Accommodation).

Maintenance of ground anchors

17. The Owners of the Units in each Phase (acting by the Manager), the Owner of the MTR Portion and the SCL Portion Owner shall at their own expense be responsible for carrying out regular maintenance and regular monitoring of any prestressed ground anchors installed in that Phase or the MTR Portion or the SCL Portion respectively (as the case may be) (if any) throughout their service life to the satisfaction of the Director and supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require in compliance with Special Condition No.(68) of the Government Grant.

**No conversion of
Common Areas**

18. (a) Subject to MTR's reserved rights under Clause 3 of Part II of the Second Schedule to this Deed and the easements, rights and privileges reserved to the Owner of the MTR Portion and the SCL Portion Owner under the SCL Portion Assignment and Part I of the Second Schedule to this Deed, no Owner shall have the right to convert the Common Areas and the Common Services and Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Development Owners' Committee or the relevant Owners' Sub-Committee (as the case may be). Any payment received for the approval shall be credited to the relevant account(s) of the Special Fund.

(b) Subject to MTR's reserved rights under Clause 3 of Part II of the Second Schedule to this Deed and the easements, rights and privileges reserved to the Owner of the MTR Portion and the SCL Portion Owner under the SCL Portion Assignment and Part I of the Second Schedule to this Deed, no Owner (except MTR as the Owner of the uncompleted portion of the Estate shall have the right to designate part or parts of the uncompleted portion of the Estate to be the Common Areas or the Common Services and Facilities in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to this Deed) shall have the right to convert or designate such part(s) of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same is held by him as the Common Areas or the Common Services and Facilities unless the approval by a resolution of the Owners at a meeting of the Owners of the Estate convened under this Deed or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) has been obtained PROVIDED THAT the proper use and enjoyment of the Government Accommodation and the safety or operation of the Station, the Kwun Tong Line Extension and the Shatin to Central Link shall not be affected. Neither the Owners nor the Manager shall have the right to re-convert or re-designate the Common Areas and the Common Services and Facilities to his or its own use or for his or its own benefit.

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

19. (a) The Owners of the Non-enclosed Areas shall keep the interior of such Non-enclosed Areas and maintain the same in good and substantial repair and condition at their own costs and expenses and shall use the same in all respects in compliance with the relevant Occupation Permit, the Buildings Ordinance (Cap.123 of the Laws of Hong Kong) and such other ordinances, by-laws and Government regulations of Hong Kong.

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

(c) For the avoidance of doubt, the Non-enclosed Areas must not be enclosed above safe parapet height other than as under the relevant Approved Plans.

Obligation of Owners of flat roofs and roofs

20. The Owner of any Residential Unit with flat roof or roof :-

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

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

(c) shall at all times provide free and uninterrupted access for the Manager to the flat roof or roof of his Residential Unit for the purpose of exercising and carrying out of the Manager's rights, powers and duties under the provision of this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant and for the avoidance of doubt, the Manager shall on reasonable notice (except in an emergency) be allowed to enter such Residential Unit for the purpose of carrying out necessary repairs to the Estate or to abate any hazard or nuisance which does or may affect the Common Areas or other Owners PROVIDED THAT the Manager shall at his own costs and expense repair any damage caused by such entry by the Manager and shall be liable for any act or omission involving criminal liability, dishonesty or negligence by or on the part of the Manager, his staff, agents and contractors.

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

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

aforesaid responsibility of the Owners of the Residential Units, the maintenance obligation of such grilles shall rest with the Manager.

**Shatin to Central Link
and SCL Reserved Areas**

22. (a) The Owners shall have no right of or title to the ownership, possession or use of the SCL Reserved Areas (except as provided in the Government Grant) nor any right or claim to compensation whatsoever in respect thereof.

(b) The Shatin to Central Link when constructed may be used by such person or persons, by such vehicles, at such times and in such manner as the Government or the SCL Portion Owner may see fit.

(c) The Owners shall satisfy themselves as to the extent of the Shatin to Central Link constructed or to be constructed within the SCL Reserved Areas and shall not make any claim against the Government or the SCL Portion Owner or any of its officers, agents, lessees, tenants or those authorized by it, for any damage, nuisance, annoyance, loss or detriment of any kind whatsoever either to the Land or to the Owners caused by or arising out of the construction, maintenance, presence or operation of the Shatin to Central Link.

**Subway Reserved Area
and Pedestrian Subway**

23. (a) The Owners shall have no rights, title, ownership, possession or use of the Subway Reserved Area.

(b) No building or structure or support for any building or structure shall be erected or constructed by the Owners within the Subway Reserved Area except with the prior written approval of the Director who may decline or give approval subject to such terms and conditions as he may in his sole discretion impose.

(c) The Owners shall throughout the period during which the Pedestrian Subway is in existence permit all members of the public for all lawful purposes during operating hours of the Station freely and without payment of any nature to pass and repass on foot or by wheelchair along, to, from, through the Pedestrian Subway to and from the Land.

(d) Neither the Owners nor any other person shall make any objection or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exception and reservation under Special Condition No.(9)(a) and (9)(e) of the Government Grant or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising whether directly or indirectly out of or as a consequence of the use of the Subway Reserved Area as a pedestrian subway or otherwise.

Greenery Area

24. The Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the Land. For the avoidance of doubt, the Greenery Areas shall not be used for any other purpose without prior consent of the Building Authority.

Building Set Back Area

25. Save for the Footbridge, except with the prior written consent of the Director and in conformity with any conditions imposed by him including the payment of any administrative fee and premium as he may require, no building, structure, support for any building or buildings or any structure or structures, or projection shall be erected or constructed within the Building Set Back Area at the ground level or levels or within the air space extending upwards from the ground level or levels of the Building Set Back Area to a height of 15 metres.

Access to the Station by the public

26. The Owners shall throughout the residue of the Term during the operational hours of the Station permit members of the public on foot or by wheelchairs for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through such part or parts of the Land (excluding the Government Accommodation) and in, under, through, on or over any buildings, structures and erections thereon designated by the Owner of the MTR Portion and/or the SCL Portion Owner for the purpose of access to and from the Station.

Maintenance of Pedestrian Link

27. The Owners (save and except the Owners of the Station and FSI as the Owner of the Government Accommodation) shall throughout the residue of the Term, acting by the Manager, maintain at their own expense the Pedestrian Link in good and substantial condition and repair and in all respects to the satisfaction of the Director pursuant to Special Condition No.(49)(c) of the Government Grant.

Pedestrian Walkway, Footbridge and Footbridge Connections and Supports

28. (a) The SCL Portion Owner shall throughout the residue of the Term provide at its own expense the Pedestrian Walkway and at the like expense maintain the Pedestrian Walkway in good and substantial condition and repair to the satisfaction of the Director, in particular the segregated pedestrian ways or paths of the Pedestrian Walkway shall be maintained for the purposes as specified in Special Condition No.(50)(b) of the Government Grant.

(b) The SCL Portion Owner shall throughout the residue of the Term keep the pedestrian ways of the Pedestrian Walkway provided under Special Condition No.(50)(b)(i), (ii) and (iii) of the Government Grant open for the use by the public either 24 hours a day or during the operational hours of the Station (as the case may be) free of charge without any interruption on foot or by wheelchair pursuant to Special Condition No.(50)(e)(i), (ii) and (iii) of the Government Grant.

(c) When called upon to do so by the Director, the Owner of the MTR Portion and the SCL Portion Owner shall at their respective own expense and in all respects to the satisfaction of the Director carry out all necessary works for the temporary closure of any opening or area in the building or buildings erected or to be erected on the MTR Portion or the SCL Portion (as the case may be) as required or approved by the Director so as to enable the Footbridge or any replacement thereof referred to in Special

Condition No.(50)(j) of the Government Grant to be connected thereto. The Owner of the MTR Portion and the SCL Portion Owner shall at all times while such opening or area is temporarily closed maintain the same at their own expense to the satisfaction of the Director.

(d) (i) The Pedestrian Walkway shall not be used for any purpose other than for receiving and linking to the Footbridge, and for the passage of all members of the public on foot or by wheelchair for gaining access to and from the Footbridge.

(ii) The Owners shall not use or permit or suffer to be used any part of the Pedestrian Walkway and the 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.

(iii) The Owners shall not do or permit or suffer to be done in the Pedestrian Walkway and the Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(e) The SCL Portion Owner shall at its own expense and in all respects to the satisfaction of the Director provide and maintain within the Land the Footbridge Connections and Supports so that pedestrian access can be gained over the Footbridge into and from the Pedestrian Walkway.

(f) (i) In the event of any redevelopment of the Land or any part thereof whereby the Footbridge is required to be demolished and new footbridge or footbridges is or are to be constructed, the Owner of the MTR Portion shall bear the costs of demolition of the Footbridge or any part or parts thereof incurred by the Government and the costs of reconstruction and completion of such new footbridge or footbridges such costs to be determined by the Director whose determination shall be final and binding upon the Owner of the MTR Portion.

(ii) In the event of any redevelopment of the Land or any part thereof whereby the Pedestrian Walkway or any parts thereof are required to be demolished, the SCL Portion Owner shall, within such time limit as shall be determined by the Director, at its own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new pedestrian walkway in such manner with such design and materials and at such width, levels, standards, alignment and positions as the Director shall approve or require.

(iii) In the event of any redevelopment of the Land or any part thereof whereby the Footbridge Connections and Supports or any parts thereof are required to be demolished, the SCL Portion Owner shall, within such time limit as shall be determined by the Director, at its own expense and to the satisfaction of the Director, replace the same by the

construction and completion of such new footbridge connections and supports in such manner with such design and materials and at such width, levels, standards, alignment and positions as the Director shall approve or require.

(g) The Owners shall have no rights, title, ownership, possession or use of the Footbridge.

(h) The Owner of the MTR Portion shall, during the subsistence of the Footbridge, take or cause to be taken all proper and adequate care, skill and precautions at all times throughout the residue of the Term and any renewal thereof and particularly during any construction, maintenance, renewal, repair, removal, demolition or reinstatement works, to avoid doing any damage or causing any disturbance or obstruction to the Footbridge.

(i) The Owner of the MTR Portion shall at all times indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against any liabilities, claims, costs, expenses, loss, damages, charges, actions, demands and proceedings of whatsoever nature caused to or in relation to the Footbridge howsoever caused arising out of or in connection with anything done or omitted to be done by the Owner of the MTR Portion, its servants, agents, licensees, visitors, workmen or contractors to the Footbridge in respect of or as a consequence of construction, use, operation, maintenance, repair, alteration, demolition, removal and re-construction of any part or parts of the building or buildings erected or to be erected on the Land.

(j) (i) The SCL Portion Owner shall throughout the residue of the Term at its own expense repair, maintain and manage the Pedestrian Walkway and any replacement or replacements thereof which may be constructed by the SCL Portion Owner in accordance with Special Condition No.(50)(j)(ii) of the Government Grant in a clean, tidy and good and substantial repair and condition and in all respects to the satisfaction of the Director.

(ii) The SCL Portion Owner shall throughout the residue of the Term at its own expense repair, maintain and manage the Footbridge Connections and Supports and any replacement or replacements thereof which may be constructed by the SCL Portion Owner in accordance with Special Condition No.(50)(j)(ii) of the Government Grant in a clean, tidy and good and substantial repair and condition and in all respects to the satisfaction of the Director.

(k) The SCL Portion Owner shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities, actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the SCL Portion Owner, its servants, workmen and

contractors in connection with the construction, alteration, repair and maintenance of the Pedestrian Walkway and the Footbridge Connections and Supports.

New Drainage Reserve

29. (a) (i) Except with the prior written approval of the Director, no building, structure or foundation or support for any building or structure shall be erected or constructed on, over, under, above, below or within the New Drainage Reserve.

(ii) Notwithstanding sub-clause (a)(i) of this Clause, building or buildings may be erected or constructed over or above the New Drainage Reserve PROVIDED THAT there is a clear air space extending upwards from the ground level of the New Drainage Reserve to a height of not less than 5.1 metres. For the purpose of this Clause, the decision of the Director as to what constitutes the ground level of the New Drainage Reserve shall be final and binding upon the Owners.

(b) The Director and his duly authorized officers, contractors, his or their workmen with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the Land for the purposes of laying, inspecting, repairing and maintaining drains, sewers, channels, drainage facilities and all other services running across, through or under the New Drainage Reserve (hereinafter referred to as “**the Utilities**”) which the Director may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be placed within the New Drainage Reserve.

Waterworks Reserve

30. (a) Except with the prior written approval of the Director of Water Supplies, no structures shall be built or materials or containers shall be stored within the Waterworks Reserve.

(b) No planting or obstruction of any kind except turfing shall be permitted within an area of 1.5 metres around the cover of any valve or within a distance of 1 metre from any hydrant outlet within the Waterworks Reserve.

(c) No trees or shrubs with penetrating roots may be planted within the Waterworks Reserve. No change of existing site condition may be undertaken within the Waterworks Reserve without the prior approval of the Director of Water Supplies. Rigid root barriers may be required if the clear distance between the proposed tree and the pipe is 2.5 metres or less, and the barrier must extend below the invert level of the pipe.

(d) Tree planting may be prohibited in the event that the Director of Water Supplies considers that there is any likelihood of damage being caused to water mains.

Non-building Area

31. Except with the prior written consent of the Commissioner for Transport of the Government, no building or structure or support for any building or structure shall be erected or constructed on or above the ground level of the Non-building Area up to a height of 5.1 metres above the ground level of the Non-building Area. For the purpose of this Clause, the decision of the Director as to what constitutes the ground level of the Non-building Area is final and binding upon the Owners.

Maintenance of Noise Mitigation Measures

32. The Owners shall observe and comply with all the ordinances, by-laws and Government regulations of Hong Kong and guidelines and directions as may be issued by any Government authorities from time to time in relation to use or maintenance or operation of the Noise Mitigation Measures and no Owner shall do or permit any act or thing to be done which may in any way damage or affect the Noise Mitigation Measures.

Air-conditioning platform forming part of a Residential Unit

33. (a) The air-conditioning platform (if any) appertaining to a Residential Unit (including those air-conditioning platforms (complying with the criteria set out in Appendix B of the Code of Practice on Access for External Maintenance 2021 issued by the Buildings Department or as amended or substituted from time to time) provided on Balconies or Utility Platforms (as the case may be) of a Residential Unit) shall be used as areas for air-conditioning only and shall not be used for any other purpose other than for installation of outdoor unit(s) of air-conditioner(s) serving the relevant Residential Unit.

(b) The Owner of a Residential Unit with air-conditioning platform appertaining thereto as mentioned in sub-clause (a) of this clause shall only install outdoor unit(s) of air-conditioner(s) serving his Residential Unit at the said air-conditioning platform and no individual air-conditioning platform shall be erected at the external walls of any of the buildings of the Residential Development.

SECTION F

MEETINGS OF THE OWNERS OF THE ESTATE

Meetings of Owners

1. Subject to Clause 12(a) of this Section, from time to time as occasion may require there shall be meetings of the Owners of the Estate to discuss and decide matters concerning the Estate as hereinafter mentioned and in regard to such meetings the provisions of this Section shall apply. The procedure at a meeting of the Owners of the Estate shall be as is determined by the Owners of the Estate.

Annual Meeting

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

- (i) appoint the Development Owners' Committee and the chairman thereof; or
- (ii) appoint a management committee for the purpose of forming the Owners' Corporation under the Ordinance.

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

Convening of meeting

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

(a) the Development Owners' Committee;

(b) the Manager (either (i) on its own decision or (ii) upon request by the Owner of the MTR Portion or the SCL Portion Owner for matters in relation to and/or arising out of the Station, the Kwun Tong Line Extension or the Shatin to Central Link or any part thereof, as the case may be, pursuant to Clause 12(b) of this Section); or

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

Notice

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

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

PROVIDED THAT notice of meeting shall also be given to the Owner of the MTR Portion and/or the SCL Portion Owner by prepaid post or hand delivery to their respective registered offices or last known places of business (as the case may be) and (i) if the matter or matters to be discussed or resolved may in the reasonable opinion of the Owner of the MTR Portion affect or have an impact on the MTR Portion, the Kwun Tong Line Extension and/or be ancillary or pertaining thereto, the Owner of the MTR Portion shall be entitled to attend the meeting; and (ii) if the matter or matters to be discussed or resolved may in the reasonable opinion of the SCL Portion Owner affect or have an impact on the SCL Portion, the Shatin to Central Link and/or be ancillary or pertaining thereto, the SCL Portion Owner shall be entitled to attend the meeting.

Quorum

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

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

Chairman

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

Minutes

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

Voting

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

(b) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and shall be signed by the Owner, or if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf. The instrument appointing a proxy shall be lodged with the chairman of the Development Owners' Committee or, if the meeting is convened under Clause 3(b) or 3(c) of this Section, the person convening the

meeting at least 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

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

(d) In the case of an equality of voting the person presiding over the meeting shall, in addition to a deliberative vote, have a second or casting vote.

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

(f) For the avoidance of doubt, the Shares allocated to the Common Areas and the Common Services and Facilities shall not carry any voting rights at any meeting whether under this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant, the Ordinance or otherwise or liability to pay any fees or charges under this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant. Such Shares shall not be taken into account for the purpose of calculating the quorum of any meeting under this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant, the Ordinance or otherwise.

**Resolutions
binding on Owners**

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

(i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matter;

- (ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;
- (iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent therewith save as herein specifically provided;
- (iv) no resolution shall be valid to the extent that it is in conflict with or contrary to any order ruling or judgment of the Hong Kong courts or any mandatory provision of any statute;
- (v) no resolution shall adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof or the services and facilities supplying the Government Accommodation;
- (vi) without prejudice to sub-clause (viii) of this Clause 9(a), any resolution on matters or issues which in the reasonable opinion of the Owner of the MTR Portion may affect or have an impact on the MTR Portion or any part thereof or the Kwun Tong Line Extension, shall be subject to the agreement of the Owner of the MTR Portion;
- (vii) without prejudice to sub-clause (viii) of this Clause 9(a), any resolution on matters or issues which in the reasonable opinion of the SCL Portion Owner may affect or have an impact on the SCL Portion or any part thereof or the Shatin to Central Link, shall be subject to the agreement of the SCL Portion Owner; and
- (viii) no resolution shall damage, interfere with, obstruct or endanger the construction, use, operation, maintenance or safety of the Station, the Kwun Tong Line Extension or the Shatin to Central Link or any part thereof.

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

Accidental omission of notice

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

**Resolutions
requiring special
majority**

**Right of Owner of MTR
Portion and SCL Portion
Owner**

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

12. (a) The Owner of the MTR Portion and the SCL Portion Owner shall be entitled from time to time without joining other Owners of the Estate to discuss and agree on matters or issues which may affect or have an impact on any part(s) of the areas and facilities in respect of which only the Owner of the MTR Portion and the SCL Portion Owner are liable to contribute to the cost of upholding, management, repair, maintenance and insurance pursuant to Clauses 8(c) and 8(d) of Section E of this Deed. For the avoidance of doubt, with regard to such matters or issues, all the Owners (save and except the Owner of the MTR Portion and the SCL Portion Owner) shall not be required to get involved in such discussion or be made a party to such an agreement.

(b) Notwithstanding anything to the contrary contained herein, upon the request of both or either of the Owner of MTR Portion and the SCL Portion Owner for matters or issues arising out of or in relation to the Station, the Kwun Tong Line Extension or the Shatin to Central Link or any parts thereof (as the case may be), the Manager shall and must convene a meeting of the Owners of the Estate and the following provisions shall apply to such meeting of the Owners of the Estate :-

- (i) The quorum of such meeting shall be the quorum as required under Clause 5(b) of this Section Provided That if a quorum is not present on the date and time specified in the notice and appointed for such meeting, the meeting shall automatically be adjourned to such day and time as determined by the Manager and at the same venue; and at such adjourned meeting, the Owner(s) present shall form the quorum for such meeting notwithstanding Clause 5(b) of this Section;
- (ii) the Manager shall expressly specify in the notice of meeting to all Owners the relevant provisions as to quorum of the meeting of the Owners of the Estate convened pursuant to this Clause; and
- (iii) no resolution passed at a meeting duly convened under this Clause shall affect the construction, use, operation, maintenance or safety of the Station, the Kwun Tong Line Extension or the Shatin to Central Link or any part thereof.

**Meetings of Phase
Owners and Owners of
part of Estate**

13. (a) In addition to the meetings of all Owners of the Estate, there shall be meetings of the Owners of each Phase from time to time as occasion may require to discuss and decide matters concerning that Phase and such meeting shall be held in accordance with and regulated by the provisions of the relevant Sub-Deed of Mutual Covenant. For the avoidance of doubt, (i) if the matter or matters to be discussed or resolved in such meetings may in the reasonable opinion of the Owner of the MTR Portion affect or have an impact on the MTR Portion or any part thereof or the Kwun Tong Line Extension, the Owner of the MTR Portion shall be entitled to attend such meetings; and (ii) if the matter or matters to be discussed or resolved in such meetings may in the reasonable opinion of the SCL Portion Owner affect or have an impact on the SCL Portion or any part thereof or the Shatin to Central Link, the SCL Portion Owner shall be entitled to attend such meetings.

(b) In addition to the meetings of all Owners of the Estate and the meetings of Owners of each Phase, there shall also be meetings of the Owners of the Residential Development or any part thereof or the Car Park or any part thereof or any part of the Estate from time to time as occasion may require to discuss and decide matters concerning the Residential Development or the relevant part thereof or the Car Park or the relevant part thereof or the relevant part of the Estate respectively (as the case may be). Such meetings shall be held in accordance with and regulated by the provisions of this Section (except Clause 2 of this Section) which shall apply mutatis mutandis and all references to the "Owners" and "Estate" shall mean "Owners of the relevant part of the Estate" and "the relevant part of the Estate" respectively.

**Meetings of Owners of
the Estate or Owners'
Corporation**

14. (a) At any meeting of the Owners of the Estate (which the Owner of the MTR Portion shall be entitled to attend under Clause 4 of this Section) or the Owners' Corporation, the Owner of the MTR Portion shall be entitled to vote but only on matters or issues which in the reasonable opinion of the Owner of the MTR Portion may affect or have an impact on the MTR Portion or any part thereof or the Kwun Tong Line Extension.

(b) At any meeting of the Owners of the Estate (which the SCL Portion Owner shall be entitled to attend under Clause 4 of this Section) or the Owners' Corporation, the SCL Portion Owner shall be entitled to vote but only on matters or issues which in the reasonable opinion of the SCL Portion Owner may affect or have an impact on the SCL Portion or any part thereof or the Shatin to Central Link.

SECTION G

OWNERS' COMMITTEES

Function and power of Owners' Committees

1. (a) There shall be the following Owners' Committees namely :-

- (i) Owners' Sub-Committee for each Phase; and
- (ii) the Development Owners' Committee.

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

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

(c) The function of the Owners' Sub-Committee for each Phase shall be to :-

- (i) represent the Owners of that Phase in all dealings with the Manager;
- (ii) discuss issues relating to the maintenance and management of the common areas and facilities relating to that Phase as described in the Sub-Deed of Mutual Covenant relevant to that Phase;
- (iii) exercise any statutory rights or duties given to it pursuant to the Ordinance;

- (iv) exercise any power, discretion or duty given to it pursuant to this Deed and the relevant Sub-Deed of Mutual Covenant.

(d) For the avoidance of doubt, no issues and matters which may in the opinion of the Owner of the MTR Portion or the SCL Portion Owner affect or have an impact on the MTR Portion, the Kwun Tong Line Extension, the SCL Portion or the Shatin to Central Link (as the case may be) or any part thereof and/or be ancillary or pertaining thereto shall be discussed in the Development Owners' Committee meeting in the absence of the representative of the MTR Portion or the SCL Portion (as the case may be), and the representative of the MTR Portion or the SCL Portion (as the case may be) shall attend the meetings of the Development Owners' Committee on such issues or matters or any matters ancillary thereto and a prior notice of the meeting shall be served on MTR (as Owner of the MTR Portion) or the SCL Portion Owner (as the case may be) in accordance with Clause 11 of this Section.

(e) No resolution of the Development Owners' Committee or any Owners' Sub-Committee of a Phase shall be in conflict with the provisions of this Deed or of any judgment or order of the Hong Kong courts nor adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof.

(f) Without prejudice to sub-clause (g) of this Clause, any resolution of the Development Owners' Committee or any Owners' Sub-Committee of a Phase on matters or issues which in the opinion of the Owner of the MTR Portion or the SCL Portion Owner may affect or have an impact on the MTR Portion, the Kwun Tong Line Extension, the SCL Portion or the Shatin to Central Link (as the case may be) or any part thereof, shall be subject to the agreement of the Owner of the MTR Portion or the SCL Portion Owner (as the case may be).

(g) No resolution of the Development Owners' Committee or any Owners' Sub-Committee of a Phase shall damage, interfere with, obstruct or endanger the construction, use, operation, maintenance or safety of the Station, the Kwun Tong Line Extension, the Shatin to Central Link or any part thereof.

Number of members

2. The members of the Development Owners' Committee shall be made up of :-

- (a) such number of representatives of each Owners' Sub-Committee for each Phase at the rate of one representative for every 50,000 square metres of the Gross Floor Area of the Units in that Phase and if the Gross Floor Area of the Units in a Phase is less than 50,000 square metres, one representative of the Owners' Sub-Committee of that Phase PROVIDED THAT for the purpose of this Clause, the Gross Floor Area of the Units in a Phase shall

include any gross floor area which has been exempted under the conditions of the Government Grant or the Buildings Ordinance (Cap.123 of the Laws of Hong Kong);

- (b) one member as the representative of the MTR Portion; and
- (c) one member as the representative of the SCL Portion.

Quorum

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

(b) Provided a quorum as described under sub-clause (a) above exists, the Development Owners' Committee shall be entitled to act and continue to act notwithstanding that the number of its members falls below the maximum allowed or that for any reason is less than the maximum allowed number of members elected in the manner herein provided.

Eligibility for appointment

4. Any representative of the MTR Portion or representative of the SCL Portion or any member of an Owners' Sub-Committee for any Phase shall be eligible for appointment to the Development Owners' Committee PROVIDED, in the case of a member of an Owners' Sub-Committee, he is also :-

- (a) an Owner (including any one but not the other(s) of two or more co-Owners of the same Unit); or
- (b) the duly authorised representative (PROVIDED THAT such authorization shall be in writing addressed to the relevant Owners' Sub-Committee and may be revoked at any time on notice in writing given to the relevant Owners' Sub-Committee), in his place, of any Owner, being :-
 - (i) the representative of such Owner which is a corporate body; or
 - (ii) the husband, wife, or adult family member of such Owner provided that such husband, wife or adult family member resides in or occupies such Owner's Unit; or
- (c) a tenants' representative referred to in section 15 of the Ordinance.

Election of members

5. (a) The first member(s) of the Development Owners' Committee representing the first Phase of the Estate shall be elected at a meeting of the Owners' Sub-Committee of Phase I, convened by the Manager as soon as practicable and in any event not later than nine months after the date of this Deed.

(b) (i) The first member of the Development Owners' Committee representing the MTR Portion shall be appointed by MTR (as Owner of the MTR Portion) who may remove and replace its representative as it sees fit PROVIDED THAT notice of any removal or replacement shall be given to the Development Owners' Committee.

(ii) The first member of the Development Owners' Committee representing the SCL Portion shall be appointed by the SCL Portion Owner who may remove and replace its representative as it sees fit PROVIDED THAT notice of any removal or replacement shall be given to the Development Owners' Committee.

(c) All subsequent members of the Development Owners' Committee representing each Phase shall be elected by the relevant Owners' Sub-Committee at a meeting of the relevant Owners' Sub-Committee following its formation after completion of the relevant Phase and thereafter at the Annual Meeting of the relevant Owners' Sub-Committee held pursuant to the relevant Sub-Deed of Mutual Covenant.

(d) In the event that any Phase is held by one Owner then that Owner may appoint the same number of representatives as provided under Clause 2(a) of this Section G to the Development Owners' Committee.

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

Officers

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

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

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

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

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

Tenure of office

7. (a) Members of the Development Owners' Committee shall hold office until the Annual Meeting of Owners of the Estate next following

their appointment or election PROVIDED THAT if the office of the retiring members or any of them is not filled, or if in any year no Annual Meeting is held, such members or member shall continue in office until the next Annual Meeting.

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

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

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

(d) Any one or more members of the Development Owners' Committee may be removed from office by a resolution of the Owners of Units in the Phase which he represents at an Extraordinary Meeting of the Owners of the relevant Phase or the relevant part thereof convened and held in accordance with the provisions of the Sub-Deed of Mutual Covenant and/or Sub-Sub-Deed of Mutual Covenant of the relevant Phase and at any such Meeting, new members of the Development Owners' Committee may be appointed in the place of those removed from office.

Votes of members

8. In respect of a vote at a Development Owners' Committee meeting, members of the Development Owners' Committee shall be entitled to one vote each at such meetings and resolutions shall be passed by a simple

majority of those present in person and voting. In the case of equality of voting the chairman shall, in addition to a deliberative vote, have a second or casting vote.

Power to make rules

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

Manager to be invited

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

Power to call meeting

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

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

Government Accommodation representative

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

SECTION H

APPOINTMENT AND REMUNERATION OF THE MANAGER

Appointment of Manager

1. (a) [] shall be appointed and hereby accepts appointment as the Manager of the Estate to manage and provide services in respect of the whole of the Estate in accordance with the provisions of, and on the terms and conditions set out in this Deed. For the avoidance of doubt, all the provisions contained in the Ordinance in relation to “DMC manager” and/or “manager” as defined in the Ordinance, including, but not limited to, the provisions contained in Schedule 7 and Schedule 8 to the Ordinance, shall be applicable to the Manager appointed under this Deed and any subsequently appointed Manager. For the avoidance of doubt, the MTR Portion and the SCL Portion shall be managed and controlled by the Owner of the MTR Portion and the SCL Portion Owner respectively in their respective sole discretion and the Manager shall have no right to interfere with the management or control of the Station or any part thereof in any manner.

(b) [] in its capacity as Manager shall have the right to delegate or subcontract on such terms and conditions as it shall in its discretion deem fit and without the consent of the Owners any or all of its powers rights and responsibilities under this Deed and in case of such delegation or sub-contract, all acts and deeds done or caused to be done by the delegatee or sub-contractor shall be valid and binding on the Owners and such delegatee or sub-contractor shall remain responsible to the Manager who shall remain responsible for the management and control of the Estate.

(c) Subject to the provisions of the Ordinance and the provisions for termination hereinafter contained, such appointment shall be for an initial period commencing on the date of this Deed and expiring (i) two years after the date of the Sub-Deed of Mutual Covenant or Deed Poll in respect of the final Phase of the Estate or (ii) two years after the expiration of the last building covenant period under Special Condition No.(13) of the Government Grant, whichever is the earlier (“**the initial period**”).

(d) If and when the said appointment of [] or the appointment of such other person, firm or company as herein provided is terminated, the Owners, acting through the Development Owners’ Committee in accordance with the provisions in that behalf contained in Section G of this Deed, may appoint such other person, firm or company as they may decide to be the Manager.

Termination of appointment

2. (a) The Manager may resign at any time by giving not less than three months’ notice in writing expiring at the end of the initial period or at any time thereafter to the Development Owners’ Committee or where there is no Development Owners’ Committee, by giving such a notice to each of the Owners of the Estate and by displaying such a notice in a prominent place in the Estate. Where there is no Development Owners’ Committee, the notice

referred to in this sub-clause may be given :-

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

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

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

- (i) before execution of the Sub-Deed of Mutual Covenant in respect of the final Phase, the Shares allocated to the Common Areas and the Common Services and Facilities shall be deemed to be equivalent to 4% of the Shares; and
- (ii) after execution of the Sub-Deed of Mutual Covenant in respect of the final Phase, the Shares allocated to the Common Areas and the Common Services and Facilities shall be the total Shares actually allocated to the Common Areas and the Common Services and Facilities under this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll executed pursuant to this Deed.

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

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

terminate by notice the appointment of the Manager without compensation.

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

- (i) the notice of termination of appointment is in writing;
- (ii) provision is made in the resolution for a period of not less than 3 months' notice or, in lieu of notice, provision is made for an agreement to be made with the Manager for the payment to him of a sum equal to the amount of remuneration which would have accrued to him during that period;
- (iii) the notice is accompanied by a copy of the resolution terminating the Manager's appointment; and
- (iv) the notice and the copy of the resolution is given to the Manager within 14 days after the date of the meeting.

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

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

(g) For the purposes of sub-clause (d) of this Clause :-

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

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

(i) Sub-clause (h) of this Clause operates without prejudice to any other power there may be in a contract for the appointment of the

manager other than the Manager to terminate the appointment of that manager.

(j) If a notice to terminate the Manager's appointment is given under this Clause :-

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

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

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

**Delivery of books
and bank accounts**

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

(b) If the Manager's appointment ends for any reason, he shall within 2 months of the date his appointment ends :-

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

which his appointment ends and ending on the date his appointment ended; and

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

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

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

**Manager's
Remuneration**

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

- (b) (i) The amount of such remuneration shall be fixed at 10% of the expenditure referred to in Clause 1 of Section J of this Deed incurred by the Manager in any financial year in the management of the Estate (exclusive of Government rent and the Manager's Remuneration). The percentage of total annual expenditure against which the Manager's Remuneration is calculated may not be varied except with approval by a majority resolution passed at a meeting of the Owners of the Estate convened under this Deed.

- (ii) For the purpose of calculating the Manager's Remuneration, the total expenditure incurred in the management of the Estate shall exclude the Manager's Remuneration and any capital expenditure or expenditure drawn out of the relevant account of the Special Fund PROVIDED THAT subject to the approval by a resolution of the Owners at a meeting of the Owners of the Estate convened under this Deed or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant

(as the case may be), any capital expenditure or expenditure drawn out of the relevant account of the Special Fund (exclusive of the Manager's Remuneration in respect of such expenditure) may be included for calculating the Manager's Remuneration at the rate specified in sub-clause (b)(i) of this Clause or at any lower rate as considered appropriate by the Owners of the Estate or the Owners of the relevant Phase.

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

Manager as agent

5. Subject to the provisions of the Ordinance, the Manager is appointed to act as agent for and on behalf of all the Owners of the Estate duly authorised in accordance with the provisions of this Deed PROVIDED THAT notwithstanding anything contained herein, the Manager shall not represent FSI or GPA in any dealings with the Government.

Owners' Corporation

6. Notwithstanding anything contained in this Deed, at any time after the formation and during the existence of the Owners' Corporation in respect of the Development under the Ordinance, the meeting of the Owners convened under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation and the Development Owners' Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.

Manager as Owner

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

SECTION I

POWERS AND DUTIES OF THE MANAGER

Authority and duties of Manager

1. (a) Subject to the provisions of the Ordinance and this Deed, the rights, easements and privileges of the Owner of the MTR Portion and the SCL Portion Owner under this Deed and the SCL Portion Assignment and the rights, easements and privileges of FSI as the Owner of the Government Accommodation under this Deed and the Government Grant, the Manager shall in respect of any part of the Estate (excluding the Government Accommodation) in respect of which an Occupation Permit has been issued have the authority to do all such acts and things as may be necessary or expedient for the management of the relevant part of the Land and the Estate (excluding the Government Accommodation) and anything reasonably incidental thereto for and on behalf of all Owners (save and except FSI as the Owner of the Government Accommodation) in accordance with the provisions of this Deed and each Owner of the Estate (save and except FSI as the Owner of the Government Accommodation) irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and the Common Services and Facilities and all other matters duly authorized under this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant.

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

- (i) To employ and to dismiss accountants, caretakers, security guards, watchmen, cleaners, attendants, gardeners and such other staff as may be required for the proper management of the Estate.
- (ii) To demand and receive from each Owner (save and except FSI as the Owner of the Government Accommodation) in accordance with the provisions of Section J of this Deed the Management Charges which shall without prejudice to any other remedy available hereunder be recoverable by the Manager by civil action and the defaulting Owner shall not be entitled to dispute the right of the Manager to sue and recover unpaid Management Charges.
- (iii) To pay the Government rent in respect of the Estate on the Owners' behalf in accordance with the provisions of Clause 3 of Section E of this Deed.
- (iv) (01) (Unless otherwise directed by the Owners' Corporation) to keep the

Common Areas and the Common Services and Facilities insured in the full new reinstatement value thereof (plus a sum to cover demolition and clearance costs and architects', surveyors' and engineers' rebuilding fees) against loss or damage of or to the buildings and other structures comprised within the Common Areas and the Common Services and Facilities against the Insured Risks;

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

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

- (v) To make suitable arrangements for the supply of fresh and flushing water and electricity and any other utilities or services to or for the Estate.
- (vi) To arrange for the supply, erection, maintenance, renewal and replacement of building name and directional signage and directory boards in the Common Areas.
- (vii) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of any buildings and other structures erected on or in the Estate and the external elevations, external walls (other than any external walls assigned to an Owner exclusively) and roofs and flat roofs thereof (other than any roofs or flat roofs assigned to an Owner exclusively), and to replace any glass that may be broken in any doors or windows therein, the responsibility for doing any of which is not, under the terms of this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant, allocated to any Owner PROVIDED THAT any signs or advertisements erected on the external walls of the Government Accommodation by FSI as the Owner of the Government Accommodation shall not be affected.
- (viii) To carry out any necessary demolition works or works to the Estate (excluding the Government Accommodation) which the Manager considers necessary for the rebuilding, enhancement, renovation or improvement of the Estate (excluding the Government Accommodation) PROVIDED THAT the Manager shall not effect any improvements to facilities or services which involve expenditure in excess of 10% of the current annual management budget of the Estate except with the prior approval by a resolution of the Owners of the Estate at a meeting of the Owners of the Estate convened under this Deed.

- (ix) To maintain and keep in good repair and condition the Common Areas.
- (x) To arrange for the cleaning and lighting of the Common Areas.
- (xi) To maintain and keep in good repair and condition the Common Services and Facilities and to replace or renew any parts that may need replacement or renewal.
- (xii) Pursuant to Clauses 9(b) and 27 of Section E of this Deed (as the case may be), to maintain, manage and keep in good repair and condition the Items within Estate (if any) and the Pedestrian Link.
- (xiii) To comply and assist in and ensure the compliance by the relevant Owners at the own expense of the relevant Owners with any applicable requirements of any fire safety management plan and measures relating to the Residential Units with open kitchen design required to be implemented by the Buildings Department and the Fire Services Department and any addition or variation thereto from time to time in accordance with the then relevant requirement of the Buildings Department, the Fire Services Department and any other relevant Government authority and to submit the maintenance certificates to the Fire Services Department in accordance with all applicable rules and legislations.
- (xiv) To maintain the fire protection and fire-fighting systems, equipment and apparatus forming part of the Common Services and Facilities upon the Estate and in particular the automatically activated emergency lighting system providing emergency lighting for the staircases in accordance with the Code of Practice for Minimum Fire Service Installations and Equipment and to comply with all requirements of the Fire Services Department and generally so far as may be possible at all times to maintain the Estate safe from fire.
- (xv) To engage suitable qualified personnel to inspect maintain and repair the Slopes and Retaining Walls which are required to be maintained by the

Owners of the Estate in accordance with Clause 16 of Section E of this Deed pursuant to the provisions of the Government Grant and in accordance with “Geoguide 5 - Guide to Slope Maintenance” published by the Geotechnical Engineering Office of the Civil Engineering and Development Department as amended or replaced from time to time, the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slopes and Retaining Walls PROVIDED THAT the aforesaid right of the Manager may also be exercised by the Owners’ Corporation PROVIDED FURTHER THAT the Manager shall not be personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners of the Land or the relevant Phase(s) or the Station (as the case may be) (save and except FSI as the Owner of the Government Accommodation) if having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all the relevant Owners (save and except FSI as the Owner of the Government Accommodation).

- (xvi) To inspect, uphold, manage, maintain, clean, repair or landscape (including, but not limited to, planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) (save and except such part(s) of the landscaped areas forming part of the Station as referred to in Special Condition No.(16)(e) of the Government Grant and situated within the MTR Portion and the SCL Portion) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant).

- (xvii) To provide such security guards, watchmen and caretakers and to provide and maintain such security systems, equipment and apparatus as the Manager deems necessary and generally so far as may be possible at all times to maintain security on and in the Estate.
- (xviii) Upon completion of each Phase of the Residential Development, the Manager shall have the power in consultation with the Owners' Sub-Committee (if any) of the relevant Phase from time to time to make revoke or amend the Club Rules. The Owners and residents of the Residential Units in each Phase and their bona fide visitors shall subject to the Club Rules and payment of any fees imposed by the Manager have the right to use the Private Recreational Facilities intended to serve that Phase of the Residential Development.
- (xix) To manage, control and supervise the use and operation of the Private Recreational Facilities, to insure against liability to persons using the same and to make, vary and enforce regulations regarding the persons using the same, the hours of use, fees for use and all other matters relating thereto PROVIDED THAT all fees and income shall be applied by the Manager first towards the management, repair, maintenance and improvement of the respective facilities and secondly, in respect of any excess, in the same way as other miscellaneous income as specified in Clause 7 of Section J of this Deed.
- (xx) To manage and control the visitor parking and loading and unloading areas and spaces forming part of the Common Areas for the benefit and use of the Owners and their bona fide guests, visitors or invitees (as the case may be) including without limiting to prescribe and collect all such fees necessary for the entry into or removal from the Car Park or the Estate of any vehicle or to prohibit or impound any vehicle for any unlawful use of or parking at the visitor parking and loading and unloading areas and spaces PROVIDED THAT all such fees, amounts or penalties collected therefrom shall form part of the management funds and be applied by the Manager towards the management, repair, maintenance and

improvement of the Common Areas and the Common Services and Facilities.

- (xxi) To prevent any person from altering or injuring any part of the structure or fabric or external appearance of any building erected on or in the Estate (excluding the Government Accommodation by the Owner thereof as permitted under this Deed) and to remove any structure or installation, plant or equipment, aerial or any other fixture, sign or advertisement or any other thing whatsoever which contravenes the terms of this Deed and to demand and receive from the Owner by whom such thing as aforesaid was erected or installed the costs and expenses of such removal.
- (xxii) To prevent any person from overloading the floors or lifts or electrical installations of or in any building erected on or in the Estate.
- (xxiii) To prevent obstruction of any of the Common Areas.
- (xxiv) To prevent any decaying, noisome, noxious, excrementious or other refuse matter from being deposited on or in the Estate or any part thereof (other than at the refuse collection points provided for such purpose) and to remove any refuse and arrange for its disposal at regular intervals and to maintain either on or off site refuse collection facilities to the satisfaction of the Director of Food and Environmental Hygiene.
- (xxv) To prevent the carrying out of any building works or any other works on or within the Estate or any part thereof which may damage, interfere with, obstruct or endanger the operation of the Station or the Kwun Tong Line Extension or the Shatin to Central Link in or passing through or in the vicinity of the Land or any part thereof in accordance with Special Condition Nos.(39) and (40) of the Government Grant.
- (xxvi) To take such measures and precautions as may be required by the Director as to ensure the safety and operation of the Station, the Kwun Tong Line Extension and the Shatin to Central Link in

accordance with Special Condition Nos.(39) and (40) of the Government Grant.

- (xxvii) Throughout the whole of the Term to comply with and observe to the satisfaction of the Director of Buildings all the requirements imposed by the Director of Buildings to protect the Station, the Kwun Tong Line Extension and the Shatin to Central Link.
- (xxviii) To use his reasonable endeavours to prevent any breach by any person on or in the Estate of any provisions of the Government Grant and in the event of such a breach coming to his notice, if he considers necessary, to convene a meeting of the Owners of the Estate affected by the breach in accordance with the provisions of Section F of this Deed.
- (xxix) To liaise with the relevant Government bodies or authorities (but not on behalf of FSI or GPA in any dealings with the Government) on matters concerning the Estate so that the interests of the Owners and occupiers thereof are not unduly jeopardized by any public works and to make known their needs.
- (xxx) To appoint solicitors with authority to accept service of proceedings on behalf of all the Owners (other than FSI in respect of proceedings involving the Government) of the part or parts of the Estate affected.
- (xxxi) To do all things which the Manager shall in his absolute discretion deem necessary or desirable for the purposes of maintaining and, subject to prior consultation with the Development Owners' Committee or the relevant Owners' Sub-Committee, improving the amenities of the Estate for the better enjoyment or use thereof by the Owners of the Estate and occupiers and their licensees.
- (xxxii) To give or refuse his consent or approval to anything which requires his consent or approval pursuant to this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant entered into pursuant to this Deed (such consent or approval shall not be unreasonably withheld) and to impose conditions or additional conditions

relative thereto and the giving or refusing of such consent or approval and the imposing of such conditions shall be final and conclusive and binding on the Owners PROVIDED THAT the grant of any consent or approval by the Manager shall not relieve an Owner from obtaining all necessary governmental consents PROVIDED FURTHER THAT any consent or approval that the Owner of the Government Accommodation may be required to obtain from the Manager shall not be unreasonably withheld and shall be provided free of charge.

(xxxiii) To enforce the due observance and performance of the terms and conditions of this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant entered into pursuant to this Deed by the Owners and occupiers and to take action in respect of any breach thereof including discontinuance of provision of management services to the defaulting Owners, entry upon a Unit on reasonable notice (except in an emergency) for the purpose of carrying out necessary repairs to the Estate or abating any hazard or nuisance which does or may affect the Common Areas or the Common Services and Facilities or other Owners of the Estate caused by such breach of the defaulting Owner (PROVIDED THAT the Manager shall make good all damages caused by such entry and at his own costs and expense make good all damages caused by the default of the Manager and shall be liable for the negligent, wilful or criminal acts of the Manager, his staff, agents and contractors and PROVIDED FURTHER THAT the Manager can enter the Government Accommodation for maintenance and repair purposes only with prior approval of the Owner of the Government Accommodation (except in an emergency) and shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation) and the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned.

(xxxiv) To undertake upon the request of the Owner of the Government Accommodation the maintenance of services, facilities and installations serving

exclusively the Government Accommodation whereupon the Owner of the Government Accommodation will reimburse the Manager with the costs expended in carrying out such maintenance on condition that the maintenance will not be carried out until the Manager has submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary and the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance work to be carried out by the Manager.

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

(xxxvi) To make the Building Rules to require the Owners and occupiers of the Estate (save and except the Owner and occupiers of the Government Accommodation) to protect the environment of the Development and to implement noise abatement, waste reduction, separation and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and to implement and/or monitor proper implementation of the Noise Mitigation Measures by Owners whose Residential Units contain the Noise Mitigation Measures serving or belonging to such Residential Units exclusively and to enter into the relevant Residential Units on reasonable

notice (except in an emergency) for the purpose of carrying out necessary repairs to the Estate (excluding the Government Accommodation) or abating any hazard or nuisance which does or may affect the Common Areas or the Common Services and Facilities or other Owners of the Estate caused by any breach by any Owners in respect of the Noise Mitigation Measures in Residential Units PROVIDED THAT the Manager shall at his own costs and expenses make good all damages (for the avoidance of doubt, excluding damages caused by such breach by any Owners) caused by the default of the Manager and shall be liable for the negligent, wilful or criminal acts of the Manager, his staff, agents and contractors.

(xxxvii) Subject to the terms and conditions contained in the Government Grant and the rights of MTR (as Owner of the MTR Portion), the SCL Portion Owner and the Owner of the Government Accommodation contained in this Deed and any Sub-Deed of Mutual Covenant and Sub-Sub-Deed of Mutual Covenant and the SCL Portion Assignment and the prior approval of the Development Owners' Committee or the relevant Owners' Sub-Committee (as the case may be), to license or otherwise permit or grant the right to any person to have access to and to use any part of the Common Areas and the Common Services and Facilities for such purpose and upon such terms and conditions as the Manager may deem fit, and subject to the additional prior written approval by a resolution of the Owners at a meeting of the Owners of the Estate convened under this Deed or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) and any payment received for the approval being credited to the relevant account(s) of the Special Fund, to grant licence to any person to install or affix chimneys, flues, pipes or any other structures or facilities on or within the Common Areas (PROVIDED THAT the same shall not be installed or affixed onto the external walls of the Government Accommodation), and for this purpose to negotiate and enter into contracts, leases or licence agreements or arrangement with such persons on such terms as the Manager may deem

fit PROVIDED THAT the Manager shall upon request of the Owners' Corporation (if formed) assign such contract, lease or licence agreement to the Owners' Corporation and PROVIDED ALWAYS THAT any income received or benefit generated in the exercise by the Manager of the aforesaid powers shall accrue to the Owners of the Estate or the relevant Phase (as the case may be) and be credited to the relevant account(s) of the Special Fund and PROVIDED FURTHER THAT the safety and operation of the Station, the Kwun Tong Line Extension, the Shatin to Central Link or any parts thereof shall not be affected and PROVIDED FURTHER THAT the proper use and enjoyment of the Government Accommodation shall not be affected and PROVIDED FURTHER THAT the right of any Owner to the use and enjoyment of any of the Common Areas and the Common Services and Facilities shall not be unreasonably interfered with and that no nuisance or hazard to any person lawfully in the Estate is caused thereby.

- (xxxviii) Subject to approval of the Development Owners' Committee or the relevant Owners' Sub-Committee (as the case may be), to change the user of any part of the Common Areas and the Common Services and Facilities PROVIDED ALWAYS THAT the use and enjoyment of the Units by the Owners shall not be affected and no such change of user shall give to the Owners any right of action against the Manager PROVIDED THAT the Common Areas and the Common Services and Facilities shall not be reduced and any payment so received for such approval shall be credited into the relevant account(s) of the Special Fund.
- (xxxix) To demand and receive from the defaulting Owner (save and except FSI as the Owner of the Government Accommodation) the costs and expenses mentioned in Clauses 1(e), 1(y) and 1(z) of Section J of this Deed and to pay the same to the Owner of the MTR Portion and/or the SCL Portion Owner (as the case may be).
- (xl) To do such things and take such steps as required in compliance with any applicable provisions of the Buildings Energy Efficiency Ordinance (Cap.610 of the Laws of Hong Kong) in respect

of the Common Areas and the Common Services and Facilities, including, but not limited to, ensuring that at all times any Certificate of Compliance Registration issued in respect of the Estate or any part thereof is in force in respect of the Estate or any part thereof and that the central building services installation within the meaning of the Buildings Energy Efficiency Ordinance (Cap.610 of the Laws of Hong Kong) are maintained to a standard not lower than that applied in the Certificate of Compliance Registration (if any) issued in respect of the Estate or any part thereof and obtaining the Form of Compliance where major retrofitting works (as defined in the Buildings Energy Efficiency Ordinance (Cap.610 of the Laws of Hong Kong)) are carried out under section 17 of the Buildings Energy Efficiency Ordinance (Cap.610 of the Laws of Hong Kong) and maintaining the installation concerned to a standard not lower than that applied in the Form of Compliance and taking such measures as required in compliance with any improvement notice issued under section 26 of the Buildings Energy Efficiency Ordinance (Cap.610 of the Laws of Hong Kong).

- (xli) To remove from the Estate any hawkker found to carry on business within the Estate and display notices to the effect that hawking is prohibited within the Estate prominently near all entrances to the Estate. For the purpose of this Clause 1(b)(xlili), "hawkker" shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance (Cap.132 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation subject to such modification contained in Special Condition No.(64) of the Government Grant.
- (xlii) To permit any Owners of the Station and the contractors, surveyors, servants, agents, workmen or other person authorised by it (with or without vehicles, plant, equipment, materials and machinery) to enter into the Estate (save and except the Government Accommodation), for the purpose of carrying out any works in relation to the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted and conferred on the Owner of the MTR Portion

or the SCL Portion Owner under the SCL Portion Assignment or this Deed (as the case may be) PROVIDED THAT the Owners of the Station shall cause as little disturbance as possible and at their own expense make good or be liable for all costs and expenses for any damage to such part or parts of the Estate caused thereby.

- (xliv) To do all such other things as are reasonably incidental to the management of the Estate as well as the exercise and discharge of the Manager's powers and duties hereunder.

Manager to control Common Areas etc.

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

Manager's acts and decisions binding

3. All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners. For the avoidance of doubt, any contract entered into by the Manager in accordance with the provisions of this Deed shall be binding on all the Owners and this Clause shall be subject to the rights, easements and privileges of the Owner of the Government Accommodation under this Deed, any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and subject to Clause 5 of Section H of this Deed.

Powers of Manager

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

Contracts entered into by Manager

5. (a) Subject to the provisions in Schedule 7 to the Ordinance and sub-clauses (b) and (c) of this Clause, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home and Youth Affairs may specify by notice in the Gazette unless :-

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

(b) Subject to sub-clause (c) of this Clause, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual budget of the Estate or such other percentage

in substitution therefor as the Secretary for Home and Youth Affairs may specify by notice in the Gazette unless :-

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

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

- (i) where there is an Owners' Corporation, if :-
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
 - (2) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be

procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or

- (ii) where there is no Owners' Corporation, if :-
 - (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners of the Estate by a supplier; and
 - (2) the Owners of the Estate decide by a resolution of the Owners passed at a meeting of Owners of the Estate convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

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

- (i) the term of the contract 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.

Discretion of Manager

6. The Manager shall have the discretion to :-

In whose name to perform or exercise powers

- (a) perform any of its duties, obligations and responsibilities or exercise any of its rights and powers and discretions hereunder (including instituting legal proceedings) other than in respect of matters solely relating to the Government Accommodation under its own name or by or through its employees or agents or contractors or in the name of the Owners PROVIDED THAT the Manager shall not represent FSI or GPA in any dealings with the Government;

Discretion to refrain when any

- (b) refrain from doing anything or the exercise of any right or power vested in the Manager which would or might in the

act may adversely affect the safety or operation of the Station, etc.

reasonable opinion of the Manager adversely affect the safety or operation of the Station or the Kwun Tong Line Extension or the Shatin to Central Link or the health or safety of the Owners or occupiers of the Estate or any part thereof or the safety of any part of the Estate;

Discretion to refrain from acting as directed by Owners' Committees unless indemnified

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

To obtain legal or other expert advice

(d) obtain and pay (at the cost and expense of the Owners other than FSI as the Owner of the Government Accommodation) reasonable expenses for such legal or other expert advice or services in connection with the matters arising from the management of the Estate other than the Government Accommodation and/or for common interest of the Owners or group or groups of Owners other than FSI as the Owner of the Government Accommodation as the Manager considers necessary or desirable from such legal or other expert to be determined and appointed by the Manager.

Protection of Manager

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

(a) for or in respect of any act, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed or any instruction from the Development Owners' Committee or any Owners' Sub-Committee appointed under any Sub-Deed of Mutual Covenant or the Owners;

(b) for or in respect of any loss or damage to person or property caused by or through or in any way owing to any defect in or breakdown of the lifts, fire and security services equipment, the Common Services and Facilities,

air-conditioning plant and other facilities (if any) of or in the Estate;

- (c) for or in respect of any loss or damage to person or property caused by or through or in any way owing to any failure, malfunction, explosion or suspension of the electricity or water supply to the Estate or any part thereof;
- (d) for or in respect of any loss or damage to person or property caused by or through or in any way owing to fire or the overflow or leakage of water from anywhere within the Estate or the influx of rainwater or other substances into, or the activity of termites, rats or other vermin in any of the buildings erected on or in the Estate;
- (e) for the security or safekeeping of the Estate or any persons or contents therein.

**Owners to indemnify
Manager**

8. The Owners of the Estate (save and except the Owner of the Government Accommodation) shall fully and effectually indemnify the Manager from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with the management of the Estate or anything mentioned in Clause 7 of this Section and all costs and expenses (including legal costs) in connection therewith save that the protection afforded by this Clause shall not extend to any act or omission involving criminal liability, dishonesty or negligence by or on the part of the Manager or his employees, agents or contractors and no Owner shall be required to indemnify the Manager or his employees, agents or contractors from and against any action, proceeding, claim or demand arising out of any such act or omission.

**Consent to FSI or
Owners of the Station**

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

SECTION J

MANAGEMENT CHARGES

Costs to be borne by all Owners

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

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

of the SCL Portion Owner carrying out any works or repairs or maintenance pursuant to and as provided in paragraphs (b)(xxiv)(2) and (b)(xxiv)(6) of Part II of the Second Schedule to the SCL Portion Assignment;

- (iii) the reasonable costs incurred by the Owner of the MTR Portion and charged back to the Manager as a result of the Owner of the MTR Portion carrying out any works or repairs or maintenance pursuant to and as provided in paragraph (b)(xxiv)(2) of Part A of Part I of the Second Schedule to the SCL Portion Assignment;
- (f) subject to Clause 1(b)(viii) of Section I of this Deed, the cost of any necessary demolition works or works the Manager considers necessary for the rebuilding, improvement, enhancement or renovation of the Estate;
- (g) the costs of maintaining and keeping in good repair and condition the Common Areas;
- (h) the costs of cleaning and lighting the Common Areas;
- (i) the costs of landscaping the Common Areas and maintaining the same;
- (j) the costs of maintaining and keeping in good repair and condition the Common Services and Facilities;
- (k) the costs of running and operating the Common Services and Facilities;
- (l) the costs of operating and maintaining the fire protection and fire-fighting systems, equipment and apparatus;
- (m) the costs of operating and maintaining the security systems equipment and apparatus;
- (n) the costs of maintaining, repairing and operating the Items within Estate (if any) and the Pedestrian Link;
- (o) the costs of maintaining, operating, staffing, insuring, and any and all other costs in connection with the Private Recreational Facilities;
- (p) the costs of purchasing or hiring all plant, equipment, apparatus or machinery necessary for the proper performance and exercise by the Manager of its duties and

powers under this Deed and used solely for the benefit of the Estate;

- (q) subject to Clause 8(c) of Section E of this Deed, all fees costs and expenses incurred by the Manager for the inspection, maintenance and repair of the Slopes and Retaining Walls in accordance with the publication entitled “Geoguide 5 - Guide to Slope Maintenance” published by the Geotechnical Engineering Office of the Civil Engineering and Development Department as amended or replaced from time to time, the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slopes and Retaining Walls and which are required to be maintained by the Owners of the Land pursuant to the provisions of the Government Grant;
- (r) the remuneration for all management staff, caretakers, security guards, watchmen, cleaners, attendants, gardeners and such other staff as may be required for the proper management of the Estate;
- (s) the costs of refuse disposal;
- (t) the costs of pest control;
- (u) the costs of decorating the Common Areas during Christmas, Chinese New Year and other festivities;
- (v) all reasonable professional fees and costs incurred by the Manager including :-
 - (i) fees and costs of estate management consultants, surveyors, rating surveyors, valuers, architects, engineers and others employed in connection with the management, maintenance and improvement of the Estate or any part or parts thereof;
 - (ii) solicitors and other legal fees and costs incurred in the exercise of its rights, powers and/or duties under this Deed;
 - (iii) fees and costs of accountants, auditors and/or any other consultants and data processing and transaction platforms employed in connection with the accounts and/or the management funds in respect of the management, maintenance and improvement of the Estate or any part or parts thereof;

- (w) a reasonable sum for contingencies;
- (x) the Manager's Remuneration;
- (y) the costs and expenses incurred by the Manager in exercising and carrying out its powers and duties referred to in Clauses 1(b)(xv) and 1(b)(xvi) of Section I (as the case may be) of this Deed;
- (z) the costs incurred by the Owner of the MTR Portion or the SCL Portion Owner (as the case may be) and charged back to the Manager as a result of the Owner of the MTR Portion or the SCL Portion Owner carrying out any maintenance and repair works pursuant to Clause 1(c) of Part I of the Second Schedule to this Deed;
- (aa) subject to Clause 1(b)(xiii) of Section I of this Deed, the costs and expenses incurred or to be incurred by the Manager for providing and maintaining fire-fighting equipment and installations and fire alarms and complying with all requirements of the Fire Services Department and the fire safety management plan and measures relating to the Estate or any part thereof required to be implemented by the Buildings Department and the Fire Services Department and any addition or variation thereto from time to time in accordance with the then relevant requirement of the Buildings Department, the Fire Services Department and any other relevant Government authority and maintaining the Estate safe from fire at all times generally so far as may be possible and providing an access for fire appliances and fire personnel to the Estate and permitting an access thereof for such purposes and at such time or times as the Director of Fire Services may require and maintaining the said access to the satisfaction of the Director of Fire Services;
- (ab) the costs, charges and expenses incurred or to be incurred by the Manager for complying with any applicable provisions of the Buildings Energy Efficiency Ordinance (Cap.610 of the Laws of Hong Kong) in respect of the Common Areas and the Common Services and Facilities including, but not limited to, ensuring that at all times any Certificate of Compliance Registration issued in respect of the Estate or any part thereof is in force in respect of the Estate or any part thereof and that the central building services installation within the meaning of the Buildings Energy Efficiency Ordinance (Cap.610 of the Laws of Hong Kong) are maintained to a standard not lower than that applied in the Certificate of Compliance Registration (if any) issued in respect of the Estate or any part thereof and obtaining the Form of Compliance where major retrofitting works (as

defined in the Buildings Energy Efficiency Ordinance (Cap.610 of the Laws of Hong Kong)) are carried out under section 17 of the Buildings Energy Efficiency Ordinance (Cap.610 of the Laws of Hong Kong) and maintaining the installation concerned to a standard not lower than that applied in the Form of Compliance and taking such measures as required in compliance with any improvement notice issued under section 26 of the Buildings Energy Efficiency Ordinance (Cap.610 of the Laws of Hong Kong);

- (ac) any other costs, charges, and expenses properly incurred by the Manager in the performance of any duty or in the exercise of any power hereunder;

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

PROVIDED THAT MTR in its capacity as Owner of the MTR Portion (but not otherwise), the SCL Portion Owner and FSI as the Owner of the Government Accommodation shall not be required to contribute to the Management Charges or any costs, charges or expenses incurred by the Manager in the maintenance and management of the Estate (save as expressly provided by this Deed or the Government Grant) and PROVIDED FURTHER THAT MTR in its capacity as Owner of the MTR Portion (but not otherwise), the SCL Portion Owner and FSI as the Owner of the Government Accommodation shall not be required to contribute to any capital equipment fund or the Special Fund or deposits respectively referred to in Clauses 1, 2 and 9 of this Section nor any insurance premiums or debris removal fees and PROVIDED FURTHER THAT FSI as the Owner of the Government Accommodation shall not be required to pay any interest, penalty charges or payment of a like nature.

Special Fund

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

- (i) one or more estate common account(s) for the purposes of meeting the expenditure of a capital nature or of a kind not expected to be incurred annually in respect of the Estate Common Areas and the Estate Common Services and Facilities or any part thereof which includes, but is not limited to, expenses for the renovation, improvement and repair of the Estate Common Areas and/or the Estate Common Services and Facilities or any part thereof, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Estate Common Areas and/or the Estate Common

Services and Facilities or any part thereof and the costs of the relevant investigation works and professional services;

- (ii) for each Phase, following the execution of the Sub-Deed of Mutual Covenant or Deed Poll for that Phase or the Sub-Sub-Deed of Mutual Covenant (if any) for any portion of that Phase (as the case may be), one or more phase common account(s) for the purposes of meeting the expenditure of a capital nature or of a kind not expected to be incurred annually in respect of those parts of the Common Areas and Common Services and Facilities as are designated common areas and common services and facilities serving that Phase or any portion of the Phase in the relevant Sub-Deed of Mutual Covenant or the relevant Sub-Sub-Deed of Mutual Covenant or Deed Poll (as the case may be) entered into pursuant to this Deed which includes, but is not limited to, expenses for the renovation, improvement and repair of the Common Areas and/or the Common Services and Facilities relating to that Phase or any portion of the Phase only, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and/or the Common Services and Facilities relating to that Phase or any portion of the Phase only and the costs of the relevant investigation works and professional services.

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

the Owner of the Government Accommodation) towards the Special Fund is neither refundable to any Owner by the Manager nor transferable to any new Owner.

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

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

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

(f) Each account of the Special Fund shall be established by the Manager following the execution of the relevant Sub-Deed of Mutual Covenant or Deed Poll or the relevant Sub-Sub-Deed of Mutual Covenant (as the case may be) for the particular part of the Estate falling within the scope of that account of the Special Fund. The Manager shall without delay pay all money received by him in respect of the Special Fund into the relevant accounts opened and maintained under Clause 2(c) of this Section J or, if there is an Owners' Corporation, the relevant accounts opened and maintained under Clause 2(d) of this Section J.

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

Financial Year

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

this Deed is dated on or after the 1st day of July and the first such financial year for a Phase shall begin on the date of the Sub-Deed of Mutual Covenant or Deed Poll (as the case may be) in respect of that Phase and end on the 31st day of December in the same year if the said Sub-Deed of Mutual Covenant or Deed Poll (as the case may be) is dated before the 1st day of July or end on the 31st day of December of the following year if the said Sub-Deed of Mutual Covenant or Deed Poll (as the case may be) is dated on or after the 1st day of July.

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

**Determination of
Management Charges**

4. (a) Subject to sub-clauses (c), (e), (f) and (h) of this Clause, the total amount of Management Charges payable by the Owners (save and except FSI as the Owner of the Government Accommodation, MTR (as Owner of the MTR Portion) and the SCL Portion Owner) during any financial year in respect of the management of the Estate shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) of this Clause.

(b) In respect of each financial year (other than the first), the Manager shall in the preceding financial year in consultation with the Development Owners' Committee or the relevant Owners' Sub-Committees (as the case may be) :-

- (i) prepare draft budgets in accordance with sub-clause (i) of this Clause setting out the proposed expenditure during the financial year;
- (ii) send a copy of the draft Estate Common Areas and Facilities Management Sub-Budget to the Development Owners' Committee and any draft Phase Management Sub-Budget to the relevant Owners' Sub-Committee or, where there is no Development Owners' Committee or Owners' Sub-Committee, display a copy of the draft budgets in a prominent place in the Estate or the relevant Phase (as the case may be), 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 budgets a notice inviting each Owner to send his comments on the draft budgets to the Manager within a period of 14 days from the date the draft budget was sent or first displayed;

- (iv) after the end of that period, prepare budgets specifying the total proposed expenditure during the financial year;
- (v) send a copy of the Estate Common Areas and Facilities Management Sub-Budget to the Development Owners' Committee and the Phase Management Sub-Budget to the relevant Owners' Sub-Committee or, where there is no Development Owners' Committee or Owners' Sub-Committee, display a copy of the budget in a prominent place in the Estate or the relevant Phase (as the case may be), 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 paragraph (b) of this Clause before the start of that financial year, the total amount of the Management Charges for that year shall :-

- (i) until he has so complied, be deemed to be the same as the total amount of Management Charges (if any) for the previous financial year;
- (ii) when he has so complied, be the total proposed expenditure specified in the budgets for that financial year, and the amount that the Owners (save and except FSI as the Owner of the Government Accommodation, the SCL Portion Owner and MTR (as Owner of the MTR Portion)) shall contribute towards the Management Charges shall be calculated and adjusted accordingly.

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

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

(f) If there is an Owners' Corporation and within a period of 1 month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) of this Clause, the Owners' Corporation decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of Management

Charges for the financial year shall, until another budget or revised budget is sent or displayed in accordance with sub-clause (b) or (d) of this Clause and is not so rejected under this sub-clause, be deemed to be the same as the total amount of Management Charges (if any) for the previous financial year together with an amount not exceeding 10% of that total amount as the Manager may determine.

(g) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person PROVIDED THAT on request the Manager shall provide FSI free of charge with quarterly accounts, audited reports and budgets to justify the expenses incurred/estimated in the manner set out in Clause 3(a) of Section L of this Deed.

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

(i) The Manager shall prepare the budget of the Estate comprising the following sub-budgets :-

- (i) an Estate Common Areas and Facilities Management Sub-Budget which shall show the estimated expenditure for the management and maintenance of the Estate Common Areas and the Estate Common Services and Facilities including the contribution to the relevant estate common account(s) of the Special Fund and the Manager’s Remuneration but excluding expenditure attributable solely to any particular Phase of the Estate; and
- (ii) a Phase Management Sub-Budget for each Phase which shall show the estimated expenditure for management and maintenance of each Phase including the contribution to the relevant phase common account(s) of the Special Fund and the Manager’s Remuneration (but excluding expenditure attributable to the Estate Common Areas and the Estate Common Services and Facilities or any other part of the Development) and which must be broken down into sub-sub-budgets for each part of the Car Park and Residential Development within a Phase or for any constituent part of each part of the Estate within a Phase which are used exclusively by some part or parts but not the whole of a Phase and in each case, in the budget next prepared by the Manager immediately after the date of the relevant Sub-Deed of Mutual Covenant

or Deed Poll or the relevant Sub-Sub-Deed of Mutual Covenant (as the case may be).

**Payment of
Management
Charges**

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

(b) The Owners (save and except the Owners of the Station and FSI as the Owner of the Government Accommodation) shall contribute towards the Management Charges in the following manner :-

(i) all Owners of Units in the Estate (save and except FSI as the Owner of the Government Accommodation) shall contribute to the expenses of the Estate Common Areas and Facilities Management Sub-Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to the Estate; and

(ii) the Owners of the Units in each Phase shall contribute to the expenses of the relevant Phase Management Sub-Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to that Phase PROVIDED THAT where the Manager prepares sub-sub-budgets for a Phase or any part of it, only the expenses which are attributable to the Phase as a whole shall be apportioned in the manner described above and the expenses of any sub-sub-budget shall be paid by the Owners of Units covered by such a sub-sub-budget in the proportion that the Management Units attributable to the Units owned by them bears to the total number of Management Units allocated to all Units covered by such a sub-sub-budget.

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

(d) Notwithstanding any provisions to the contrary, the Owners (save and except FSI as the Owner of the Government Accommodation and the Owners of the Station) shall pay to the Manager any shortfall in the Manager's Remuneration within 21 days from the completion of the preparation of an

income and expenditure account and balance sheet in accordance with Clause 8(c) of this Section J.

PROVIDED THAT where in the Manager's opinion any expenditure has been or will be incurred solely for the benefit of an Owner or a group or groups of the Owners, the Manager may charge that expenditure directly to that Owner or those Owners solely in such proportion to be determined by the Manager and where in the Manager's opinion any expenditure relates to management services which do not benefit a group of the Owners that group of the Owners need not be responsible for that expenditure PROVIDED THAT in the cases where the Manager has determined that certain expenditure does not benefit a certain group of Owners, he shall disclose such determination to those Owners who are responsible for such expenditure and PROVIDED FURTHER THAT subject to Clauses 1 and 12 of this Section J the liability of the Owner of a Unit to contribute to the expenses of any budget prepared by the Manager shall only accrue with effect from the date of the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll in respect of the Phase (as the case may be) in which his Unit is situated.

**Failure by an
Owner to make
payment**

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

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

(b) If default shall be made as aforesaid any sum payable by the defaulting Owner together with interest thereon as provided in sub-clause (a) of this Clause and all costs and expenses (including any legal costs on a solicitor and own client basis) which may be incurred in recovering the same and in registering the charge hereinafter referred to, shall be charged on the Share or Shares of the defaulting Owner and the Manager shall be entitled to register a Memorial of such charge at the Land Registry against the Share or Shares of the defaulting Owner and to apply to the Court for an Order for the sale of the defaulting Owner's Share or Shares of and in the Land and the Development together with the right to the exclusive use occupation and enjoyment of the Unit held therewith. For the avoidance of doubt, this Clause shall not apply to FSI as the Owner of the Government Accommodation and

the Government Accommodation, and FSI as the Owner of the Government Accommodation shall not be liable for payment of interest and penalty charges on late or default in payment of management and maintenance charges or payment of a like nature.

Miscellaneous and surplus income

7. (a) Any miscellaneous income or payment received by the Manager from or in respect of the Estate, not being for the defrayment of any specific expense shall be credited to the relevant account(s) of the Special Fund maintained in accordance with Clause 2(c) or 2(d) of this Section J. Miscellaneous income shall for the purpose of this Deed include, without prejudice to the generality of the foregoing :-

- (i) any monies received pursuant to Clause 9(a)(iv) of this Section and not expended for the purposes specified in that Clause;
- (ii) any interest or collection charges referred to in Clause 6 of this Section;
- (iii) any damages for the breach, non-observance or non-performance of the terms and conditions of this Deed recovered by the Manager in any legal proceedings brought by it in exercise of its power in that behalf contained in Clause 1(b)(xxxiii) of Section I of this Deed;
- (iv) any sum or charges or expenses received from Owners in respect of the issue of any licence or consent by the Manager as required by the provisions of this Deed; and
- (v) any interest or payments referred to in Clause 2 of Section K of this Deed.

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

Manager to keep accounts

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

(b) Within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare summaries of income and expenditure and balance sheets in respect of that period, display copies of the summaries and balance sheets in a prominent place

in the Estate, and cause them to remain so displayed for at least 7 consecutive days.

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

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

(e) Subject to Clause 4(g) of this Section J, the Manager shall :-

- (i) permit any Owner, at any reasonable time, to inspect the books or records of account and any income and expenditure account or balance sheet; and
- (ii) on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him PROVIDED ALWAYS THAT in case of FSI as the Owner of the Government Accommodation, such copy shall be supplied free of charge to FSI in the manner set out in Clause 3(a) of Section L of this Deed.

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

- (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
- (ii) subject to Clause 4(g) of this Section J, on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner PROVIDED ALWAYS

THAT in case of FSI as the Owner of the Government Accommodation, such copy shall be supplied free of charge to FSI in the manner set out in Clause 3(a) of Section L of this Deed.

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

Owners' deposits

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

- (i) a non-refundable but transferable deposit in respect of his obligation to contribute to Management Charges of a sum equivalent to three months' Management Charges;
- (ii) a non-refundable and non-transferable deposit in respect of his obligation to contribute to the Special Fund to be established pursuant to Clause 2 of this Section of a sum equivalent to two months' Management Charges;
- (iii) an advance payment in respect of his obligation to contribute to Management Charges of a sum equivalent to two months' Management Charges;
- (iv) a non-refundable and non-transferable sum equivalent to one month's Management Charges for the Owners of the Units in the Residential Development as debris removal fees for removal and disposal of debris.

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

(c) In the event of any increase in the Owner's monthly Management Charges the Owner of any Unit (save and except FSI as the Owner of Government Accommodation) shall forthwith upon receipt of the

relevant notice as may be given by the Manager pay to the Manager a further sum to the intent that the deposit referred to in Clause 9(a)(i) of this Section shall be made up to a sum equivalent to three months' current Management Charges PROVIDED THAT such deposit shall not be more than 25% of any subsequent current year's budgeted management expenditure per Unit. The deposits shall not be set off against any payment to be made under this Deed.

(d) The Manager shall place all such deposits in interest bearing bank accounts opened by the Manager with licensed bank(s) within the meaning of Section 2 of the Banking Ordinance (Cap.155 of the Laws of Hong Kong) in Hong Kong, the titles of which shall respectively refer to the management of the Estate or the relevant Phase or the relevant accounts of the Special Fund (as the case may be) and the same shall be held in trust for all the Owners.

Change of ownership

10. (a) Any person ceasing to be the Owner of any Share shall in respect of the Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds provided for in Clauses 2, 7, 9 and 11 of this Section and held by the Manager to the intent that all such funds shall be held for such Owner's successor in title and applied for the management of the Estate as herein provided irrespective of changes in ownership PROVIDED THAT any deposit paid pursuant to Clause 9(a)(i) of this Section or the balance thereof by an Owner may be transferred into the name of a new Owner upon the express written request of the outgoing Owner.

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

Management Funds

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

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

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

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

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

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

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

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

Outgoings up to first assignment

12. All outgoings (including Government rent, rates and the Management Charges) up to and inclusive of the date of the first assignment of a Unit by MTR shall be paid by MTR as the Owner of the Unit and no Owner shall be required to make any payment or reimburse MTR for these outgoings. Without prejudice to any provisions contained in this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant, no person shall, after ceasing to be an Owner of any Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant in respect of such Share and the part of the Development held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.

MTR's liability for uncompleted Phases and uncompleted building(s) in a Phase

13. Where the construction of the Estate or buildings in a Phase will be completed by stage, for Units in any uncompleted Phase or any uncompleted building in the Phase, MTR as the Owner of those Units shall not be liable to make payments and contributions under this Section J in respect of those Units unless and until the construction of such Phase or such building in the Phase has been completed and MTR is in a position validly to assign such Units (i.e. when the consent to assign in respect of such Units or certificate of compliance has been issued by the Director), except to the extent that those Units benefit from the provisions in this Deed and the Sub-Deed of Mutual Covenant and/or Sub-Sub-Deed of Mutual Covenant for the Phase as to the management and maintenance of the Estate and the Phase; and upon completion of construction of such Phase or such building and MTR being in a position validly to assign the Units in such Phase or such building, MTR must make payments and contributions for management costs, charges and expenses provided in Clause

1 of this Section J in respect of the Units in such Phase or such building which remain unsold as the Owner thereof.

SECTION K

BUILDING RULES AND FITTING OUT RULES

Rules binding

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

(b) For the benefit of the Owners and the occupiers for the time being of the Units there shall be Building Rules and Fitting Out Rules regulating the use, occupation, maintenance and environmental control of any of the Common Areas and the Common Services and Facilities (including the Private Recreational Facilities) serving one but not all the Phases of the Estate and the conduct of persons occupying, visiting or using the same and such Building Rules and Fitting Out Rules shall be binding on the Owners of the relevant Phases and their tenants, licensees, servants and agents.

Deposits for works

2. The Manager shall be entitled to collect from any Owner or occupant of a Unit (save and except the Owner or occupant of the Government Accommodation) prior to commencement of any works in connection with the repair or alteration of that Unit a deposit as security for any damages or losses as may be caused to the remainder of the Estate. The amount of any such deposit shall be determined by the Manager depending upon the nature of the works to be carried out. All such deposits shall be held by the Manager in an account for the Estate and shall be refunded without interest to the Owner or occupier within 60 days of completion of the works subject to the Manager's right to deduct from that deposit any sum necessary to compensate for all damage or loss caused by the works or the Owner or occupier or their contractors to the remainder of the Estate but without prejudice to the Manager's right to claim for compensation suffered in excess of the amount of the deposit.

Amendment of rules

3. Subject to Clause 8 of this Section, the Manager shall have power from time to time to make, revoke and amend the Building Rules and Fitting Out Rules PROVIDED THAT if the Development Owners' Committee is in existence the Building Rules and Fitting Out Rules referred to in Clause 1(a) of this Section shall only be made, revoked or amended by the Manager with the prior approval of the Development Owners' Committee and PROVIDED FURTHER THAT in respect of the Building Rules and Fitting Out Rules referred to in Clause 1(b) of this Section, if the Owners' Sub-Committees of the relevant Phases are in existence, such Building Rules and Fitting Out Rules referred to in Clause 1(b) of this Section shall only be made, revoked

or amended by the Manager with the prior approval of the Owners' Sub-Committees of the relevant Phases.

**Rules to be posted
on notice boards**

4. Copies of the Building Rules and Fitting Out Rules from time to time in force shall be posted on the public notice boards in the Estate or the relevant Phases (as the case may be).

Conflict

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

**Exclusion of
liability**

6. The Manager shall not be liable for any loss or damage howsoever caused arising from any breach or non-observance of such Building Rules or Fitting Out Rules by any Owner of the Estate, his servants, agents, contractors, licensees or tenants or any other person PROVIDED THAT the Manager shall be liable to the Owners for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or his employees, agents or contractors and no Owner shall be required to indemnify the Manager or his employees, agents or contractors from and against any action, proceeding, claim or demand arising out of any such act or omission.

**Exemption of FSI,
MTR and SCL Portion
Owner from
observing Building Rules
and Fitting Out Rules**

7. Notwithstanding anything to the contrary contained in this Deed, FSI as the Owner of the Government Accommodation, MTR (as Owner of the MTR Portion) and the SCL Portion Owner shall not be required to observe the Building Rules and the Fitting Out Rules in relation to the Government Accommodation, the MTR Portion and the SCL Portion respectively.

**Rules not
to affect Government
Accommodation and
Station**

8. The Building Rules and the Fitting Out Rules (including any amendment and variation made in accordance with Clause 3 of this Section) shall not adversely affect or interfere with the use, operation and enjoyment of nor prevent, impede or restrict the access to the Government Accommodation or the Station or any part thereof.

SECTION L

INTERPRETATION AND MISCELLANEOUS

Marginal notes, headings and index

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

Plurals and genders

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

Service of notices

3. (a) All notices or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by prepaid post to or left at the Unit of which the party to be served is the Owner notwithstanding that such party shall not personally occupy such Unit PROVIDED THAT any notices, agendas, minutes, accounts, reports, budgets and demands to be served on or delivered to FSI, MTR (as Owner of MTR Portion) and the SCL Portion Owner (as the case may be) shall be sent free of charge to FSI by prepaid post or delivered by hand to the Government Property Administrator, Government Property Agency, 9th Floor, South Tower, West Kowloon Government Offices, No.11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong or such other person and address nominated by FSI in writing and to MTR (as Owner of MTR Portion) and the SCL Portion Owner by prepaid post or delivered by hand to their respective registered offices or last known places of business (as the case may be) or to such other person and address as MTR (as Owner of MTR Portion) and the SCL Portion Owner (as the case may be) may in writing notify the Manager and PROVIDED FURTHER THAT if other address has been given by an Owner pursuant to sub-clause (d) of this Clause, such notices or demands shall be sent by prepaid post to that address only and PROVIDED FURTHER THAT where notice is to be given to an Owner who is a mortgagee, such notice shall be served on the mortgagee, if a company, at its registered office or last known place of business or, if an individual, at his last known residence in Hong Kong.

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

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

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

**Covenants to run with
Land**

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

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

Action by Owner(s)

5. Notwithstanding the powers conferred on the Manager by this Deed, any one or more Owners shall be entitled to take action to enforce the provisions of this Deed and, if at any time no Manager is appointed or acting hereunder or any Manager so appointed or acting refuses or fails to enforce any of the provisions of this Deed, any one or more Owners appointed by resolution passed pursuant to Section F of this Deed shall be entitled to sue any defaulting Owner on behalf of himself or themselves and all other Owners and the provisions of Clauses 1(b)(ii) of Section I and 6 of Section J of this Deed shall apply mutatis mutandis to any action or proceeding brought by such Owner or Owners and to the recovering of any cost, damages or other moneys awarded therein.

Chinese translation

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

Common Areas plans

7. The Manager shall keep at the management office of the Estate and make available for inspection by the Owners free of costs and charges during normal office hours a copy of the Common Areas plans attached to any executed Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or, where applicable, Deed Poll, relating to any Phase (as the case may be) within one month after the date of execution of the relevant Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll (as the case may be) PROVIDED THAT the Manager shall provide free of costs to the Owner of the Government Accommodation a copy of the said plans and any amendments thereto from time to time. The said copies of plans shall be certified as to its accuracy by or on behalf of the relevant authorized person(s) for the Estate or the relevant Phase (as the case may be).

Building Management Ordinance

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

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

Slope Maintenance Manual

9. Within one month after the date of the Sub-Deed of Mutual Covenant of each Phase, MTR shall deposit in the management office of that Phase a full copy of the Slope Maintenance Manual in relation to the Slopes and Retaining Walls, which the Owners of that Phase are required to maintain pursuant to Clause 16 of Section E of this Deed and the provisions of the Sub-Deed of Mutual Covenant of that Phase, for inspection by all Owners of that Phase free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the relevant account(s) of the Special Fund.

Communication among Owners

10. After an Owners' Corporation has been formed, the Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach

decided by the Owners' Corporation on the channels of communication among the Owners on any business relating to the management of the Estate.

Works and Installations

11. (a) A schedule of the Works and Installations in a Phase shall be incorporated in the relevant Sub-Deed of Mutual Covenant. MTR shall compile for the reference of the Owners of the relevant Phase and the Manager a maintenance manual for the Works and Installations ("**the Works Manual**") setting out the following details :-

- (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
- (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
- (iii) recommended maintenance strategy and procedures;
- (iv) a list of items of the Works and Installations requiring routine maintenance;
- (v) recommended frequency of routine maintenance inspection;
- (vi) checklist and typical inspection record sheets for routine maintenance inspection; and
- (vii) recommended maintenance cycle of the Works and Installations.

PROVIDED THAT MTR shall seek the prior written approval of the Owner of the Government Accommodation if the relevant Works and Installations directly affects the Government Accommodation (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected).

(b) Within one (1) month after the date of any Sub-Deed of Mutual Covenant, MTR shall deposit a full copy of the Works Manual for the relevant Phase in the management office of that Phase for inspection by all Owners of that Phase and their duly authorized representatives free of charge and taking copies at their own expense and on payment of a reasonable charge which shall be credited to the relevant account(s) of the Special Fund.

- (c) (i) The Manager shall on behalf of and at the cost and expense of the Owners of the Units (save and

except FSI as the Owner of the Government Accommodation) inspect, maintain and carry out all necessary works for the Common Areas and the Common Services and Facilities including those part or parts of the Works and Installations forming part of the Common Areas and the Common Services and Facilities.

- (ii) The Owner of a Unit shall at his own costs and expense inspect, maintain and carry out all necessary works for the Unit including those part or parts of the Works and Installations forming part of his Unit.

PROVIDED THAT FSI as the Owner of the Government Accommodation shall only maintain and manage the Government Accommodation (excluding the Items within Estate (if any) and the Items within Station) but not the remainder or any other part of the Development (including the Works and Installations).

(d) All costs incidental to the preparation of the schedule for the Works and Installations and the Works Manual shall be borne by MTR.

(e) The Owners of any Phase may, by a resolution of the Owners at an Owners' meeting of that Phase convened under the relevant Sub-Deed of Mutual Covenant, decide on any necessary revisions to be made to the schedule for the Works and Installations of and the Works Manual for that Phase from time to time as they shall deem fit, in which event the Manager shall procure from a qualified professional or consultant the revised schedule for the Works and Installations and the revised Works Manual within such time as may be prescribed by the Owners of that Phase in an Owners' meeting of that Phase convened under the relevant Sub-Deed of Mutual Covenant. All costs incidental to the preparation of the revised schedule for the Works and Installations and the revised Works Manual shall be paid out of the relevant account(s) of the Special Fund.

(f) The Manager shall deposit the revised Works Manual in the management office of the relevant Phase within one (1) month after the date of its preparation for inspection by all Owners of that Phase and their duly authorized representatives free of charge and taking copies at their own expense and on payment of a reasonable charge which shall be credited to the relevant account(s) of the Special Fund.

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

12. The Shares allocated to the Common Areas and the Common Services and Facilities in each Phase or any part of each Phase (as the case may be) together with the right to hold, use, occupy and enjoy such Common Areas and such Common Services and Facilities shall be assigned to and vested in the Manager free of costs or consideration upon execution of the relevant Sub-Deed of Mutual Covenant, or Sub-Sub-Deed of Mutual Covenant or Deed Poll (as the case may be) pursuant to this Deed or within

such time as prescribed by the relevant Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll (as the case may be) and shall upon such assignment to the Manager be held by the Manager as trustee for all Owners (save and except MTR (as Owner of the MTR Portion) and the SCL Portion Owner) for the time being and in the event the Manager shall resign or be wound up or have an order for appointment of receiver or a bankruptcy order (as the case may be) made against it or is removed and another manager be appointed in its stead in accordance with this Deed, then the outgoing Manager or the liquidator or the receiver shall assign such Shares together with the Common Areas and the Common Services and Facilities which they represent free of costs and consideration to the new Manager PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities and entitlements of the Manager contained in this Deed and any Sub-Deed of Mutual Covenant and Sub-Sub-Deed of Mutual Covenant PROVIDED FURTHER THAT when the Owners' Corporation has been formed, the Manager shall, at any time if required by the Owners' Corporation, assign the Shares allocated to the Common Areas and the Common Services and Facilities together with the right to hold, use, occupy and enjoy the Common Areas and the Common Services and Facilities to the Owners' Corporation free of costs or consideration, in which event, the Owners' Corporation shall hold the same for the benefit of all Owners for the time being.

No conflict

13. Nothing in this Deed conflicts with or is in breach of the Government Grant. If any provision contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail.

THE FIRST SCHEDULE

Allocation of Shares

Station (within Site A)		574,950
MTR Portion	168,380	
SCL Portion	406,570	
Government Accommodation (within Site A)		1,300
Phase I (within Site B)		594,000
The Land (excluding the Station, Government Accommodation and Phase I)		690,000
Total :		<u>1,860,250</u>

THE SECOND SCHEDULE

PART I

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

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

carry out maintenance and repair works to such facilities and services and the relevant part of the MTR Portion or the SCL Portion (as the case may be) at the expense of the Owners of the Estate in that event the reasonable costs incurred by the Owner of the MTR Portion or the SCL Portion Owner (as the case may be) shall be a debt due to the Owner of the MTR Portion or the SCL Portion Owner (as the case may be) repayable on demand by the Manager out of the management funds and PROVIDED FURTHER THAT the safety and operation of the Station, the Kwun Tong Line Extension, the Shatin to Central Link or any parts thereof shall not be affected.

Right to enter

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

Right to escape and seek refuge

- (e) Notwithstanding any provisions contained in and without prejudice and in addition to any right provided under this Deed or any Sub-Deed of Mutual Covenant or any Sub-Sub-Deed of Mutual Covenant or any Deed Poll, any Owner of a Unit and occupiers of such Unit and their bona fide guests, visitors or invitees may always make use of any category of the Common Areas and the Common Services and Facilities (whether within the same Phase as such Unit or not) which such Owner, occupiers, bona fide guests, visitors or invitees are not otherwise entitled to make use of under this Deed or any Sub-Deed of Mutual Covenant or any Sub-Sub-Deed of Mutual Covenant (“the Restricted Common Areas and the Restricted Common Services and Facilities”) for the purpose of escape or seeking refuge in case of fire or other emergency, or obtaining access to and from their respective Units (or parts thereof) or any category of the Common Areas and the Common Services and Facilities which they are entitled to make use of, where such access cannot practically be obtained other than through the Restricted Common Areas and the Restricted Common Services and Facilities or where such access is reasonably necessary, such right of access

shall be exercisable with or without agents, surveyors, workmen, contractors, and others and with or without vehicles, plant, equipment, materials and machinery.

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

Rights of FSI

- (a) Notwithstanding any provisions contained in this Deed or any Sub-Deed of Mutual Covenant or any Sub-Sub-Deed of Mutual Covenant, FSI, its lessees, tenants, licensees, and persons authorised by it and the Owners and occupiers for the time being of the Government Accommodation shall have the benefit of the following rights privileges and easements :-
- (i) the right of shelter, support and protection for the Government Accommodation;
 - (ii) the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the Term laid on or running through any part of the Land and any part of the Development;
 - (iii) the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation (the “**Government Accommodation Services**”) at any time at its absolute discretion without any charge by and without having to obtain the approval or consent of MTR, the SCL Portion Owner, any other Owners or the Manager PROVIDED THAT proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the Land and serving all those parts of the Development other than the Government Accommodation;
 - (iv) the right to go pass and repass over and along and to use any common parts of the Land or the Common Areas and the Common Services and Facilities and any common parts of the Development in connection with the proper use and enjoyment of the Government Accommodation and to use and receive the benefit of the Common Services and Facilities and any common facilities within the Land or the Development;

- (v) the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the Land or any part of the Development for the purpose of extending or carrying out maintenance, repair, addition, alteration and other works to the Government Accommodation or any part thereof and maintenance, repair, addition, alteration, diversion, variation, relaying and reinstatement works and other works to the Government Accommodation Services or any part thereof;
 - (vi) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director;
 - (vii) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation as FSI shall deem fit and the right of access over the Land or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
 - (viii) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
 - (ix) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the same and the related right of access over the Land or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material; and
 - (x) such other rights, privileges and easements as may be deemed necessary or desirable by the Director.
- (b) The right of the Government or FSI to alter or vary in their absolute discretion at any time the use of the Government Accommodation

without having to obtain the approval or consent of MTR, the SCL Portion Owner, any other Owners or the Manager.

- (c) The exercise of the rights privileges and easements referred to in Clauses 2(a) and 2(b) above shall not be subject to any permission, approval or consent of MTR, the SCL Portion Owner, the other Owners or the Manager.
- (d) Without prejudice to the rights, privileges and easements referred to in Clause 2(a)(vi) above, FSI, its lessees, tenants, licensees, and persons authorised by it and the Owners and occupiers for the time being of the Government Accommodation shall have the right to go pass and repass over and along such area or part of the Station as from time to time to be designated or re-designated by the Owner(s) of the relevant area or part of the Station and agreed by the Owner of the Government Accommodation for the purpose of access to and from the Government Accommodation (the said area or part of the Station as at the date of this Deed is for identification purpose only shown coloured blue on the plan certified as to its accuracy by the Authorized Person and annexed hereto (which may be subject to adjustments from time to time in the future by mutual agreement between the Owner(s) of the relevant area or part of the Station and the Owner of the Government Accommodation)).

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

Rights of the Owner of the MTR Portion

- (a) The right for the Owner of the MTR Portion with or without servants, workmen and others at all reasonable times on reasonable prior written notice (except in case of emergency) to enter into and upon the other parts of the Development for the purpose of emergency services and carrying out any work necessary for the maintenance and repair of the MTR Portion and such area or part or service or facility the maintenance of which is the liability of the Owner of the MTR Portion under the Government Grant or this Deed and the exercise of the rights conferred upon it under this Deed, such work not being the responsibility of the Manager, and which cannot be practically carried out without such access PROVIDED THAT the Owner of the MTR Portion shall in exercising such right cause as little disturbance as possible and make good any damage caused thereby and in the case of the Government Accommodation or a Unit not held by MTR only to enter with the prior approval of the Owner of the Government Accommodation or such Unit (except in emergency) causing as little damage as is possible and to make good and be liable for all costs and expenses incurred for any damage caused to the Government Accommodation or such Unit.
- (b) The right to free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, air-conditioning, telephone and other services from and to the MTR Portion through the sewers,

gutters, drains, water courses, pipes, flues, conduits, ducts, wires, cables and other conducting media which now are or may at any time during the Term be in, under or passing through the Land and the Development or any part or parts thereof and serving the MTR Portion PROVIDED THAT the Owner of the MTR Portion shall at its own expense maintain and repair the aforesaid facilities and services and make good or be responsible for all costs of making good any damage caused to the Development as a result of exercise of right herein contained and/or carrying out the maintenance and repair of the aforesaid facilities and services AND PROVIDED FURTHER THAT any such services, utilities and facilities serving the MTR Portion to be installed within the Estate after the date of this Deed shall only be located at such part of the Common Areas and the Common Services and Facilities as designated by the Manager from time to time.

- (c) The right for the Owner of the MTR Portion, its employees, agents, licensees and tenants (in common with all others having the like right) to pass over the Estate Common Areas for the purposes of escape in an emergency.
- (d) The right to subjacent and lateral support and to shelter and protection from the other portions of the Land and the Development.
- (e) The easements, rights and privileges reserved to the Owner of the MTR Portion contained in the SCL Portion Assignment.
- (f) The right for the Owner of the MTR Portion to display, erect, affix banners, posters, notices, leaflets and the like relating to the MTR Portion and Kwun Tong Line Extension in case of emergency in any part or parts of the Land and the Estate (including but not limited to the Common Areas but excluding the Residential Units and Car Park) PROVIDED THAT the exercise of such rights by the Owner of the MTR Portion shall not interfere with an Owner's exclusive right to the use enjoyment and occupation of the Unit which he owns nor prevent, impede or restrict access to or egress from any such Unit AND PROVIDED FURTHER THAT the Owner of the MTR Portion shall cause as little disturbance as possible and at its own expense make good any damage to such part or parts of the Land and the Estate caused thereby and the Owner of the MTR Portion shall be liable for and indemnify the Owner of the Estate from and against all costs and expenses incurred for any damage caused to the Estate.

4. Rights, Easements and Privileges applicable to the SCL Portion Owner

Rights of the SCL Portion Owner

- (a) The easements, rights and privileges reserved to the SCL Portion Owner contained in the SCL Portion Assignment.
- (b) The right for the SCL Portion Owner with or without servants, workmen and others at all reasonable times on reasonable prior written notice (except in case of emergency) to enter into and upon the other parts of the Development (which, for the avoidance of doubt, shall include the Void (or any part thereof) as defined in the Sub-Deed of Mutual Covenant(s) or Sub-Sub-Deed of Mutual Covenant(s) to be executed in connection with the Phase(s)) for the purpose of emergency services and carrying out any work necessary for the maintenance and repair of the SCL Portion and such area or part or service or facility the maintenance of which is the liability of the SCL Portion Owner under the Government Grant or this Deed and the exercise of the rights conferred upon it under this Deed, such work not being the responsibility of the Manager, and which cannot be practically carried out without such access PROVIDED THAT the SCL Portion Owner shall in exercising such right cause as little disturbance as possible and make good any damage caused thereby and in the case of the Government Accommodation or a Unit not held by MTR only to enter with the prior approval of the Owner of the Government Accommodation or such Unit (except in emergency) causing as little damage as is possible and to make good and be liable for all costs and expenses incurred for any damage caused to the Government Accommodation or such Unit.
- (c) The right to free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, air-conditioning, telephone and other services from and to the SCL Portion through the sewers, gutters, drains, water courses, pipes, flues, conduits, ducts, wires, cables and other conducting media which now are or may at any time during the Term be in, under or passing through the Land and the Development or any part or parts thereof and serving the SCL Portion PROVIDED THAT the SCL Portion Owner shall at its own expense maintain and repair the aforesaid facilities and services and make good or be responsible for all costs of making good any damage caused to the Development as a result of exercise of right herein contained and/or carrying out the maintenance and repair of the aforesaid facilities and services AND PROVIDED FURTHER THAT any such services, utilities and facilities serving the SCL Portion to be installed within the Estate after the date of this Deed shall only be located at such part of the Common Areas and the Common Services and Facilities as designated by the Manager from time to time.
- (d) The right for the SCL Portion Owner, its employees, agents, licensees and tenants (in common with all others having the like

right) to pass over the Estate Common Areas for the purposes of escape in an emergency.

- (e) The right to subjacent and lateral support and to shelter and protection from the other portions of the Land and the Development.
- (f) The right for the Owner of the SCL Portion to display, erect, affix banners, posters, notices, leaflets and the like relating to the SCL Portion and Shatin to Central Link in case of emergency in any part or parts of the Land and the Estate (including, but not limited to, the Common Areas but excluding the Residential Units and Car Park) PROVIDED THAT the exercise of such rights by the Owner of the SCL Portion shall not interfere with an Owner's exclusive right to the use enjoyment and occupation of the Unit which he owns nor prevent, impede or restrict access to or egress from any such Unit AND PROVIDED FURTHER THAT the Owner of the SCL Portion shall cause as little disturbance as possible and at its own expense make good any damage to such part or parts of the Land and the Estate caused thereby and the Owner of the SCL Portion shall be liable for and indemnify the Owner of the Estate from and against all costs and expenses incurred for any damage caused to the Estate.

For the avoidance of doubt, nothing herein shall be construed to impose any duties, liabilities, responsibilities or obligations on the SCL Portion Owner to exercise rights and privileges granted to the SCL Portion Owner as set out in this Clause 4 of Part I of the Second Schedule to this Deed. The SCL Portion Owner shall have the sole and absolute right and discretion at any time or times and from time to time to exercise any of such rights and privileges as and when it sees fit.

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

Right to use recreational areas and facilities

- (a) Full right and liberty for the residents of the Units in any Phase of the Residential Development and their bona fide visitors (in common with all other persons having the like right) to use and enjoy for the purpose of recreation only and subject to the rules regulations and fees prescribed for their use by the Manager, the Private Recreational Facilities intended for use by all the residents of that Phase and their bona fide visitors as specified in this Deed and any Sub-Deed of Mutual Covenant and Sub-Sub-Deed of Mutual Covenant PROVIDED THAT in exercising such right no Owner shall damage or interfere with or permit or suffer to be damaged or interfered with the general amenities, plant, equipment or services provided.

THE SECOND SCHEDULE

PART II

EXCEPTIONS AND RESERVATIONS

**Rights of other
Owners**

1. Easements, rights and privileges equivalent to those set forth in Clauses 1(b), 1(c), 1(d) and 1(e) of Part I of this Second Schedule in favour of all other Owners Provided That such easements, rights and privileges shall be subject to the easements, rights and privileges of the Owners of the Station and shall not in any way adversely affect or prejudice the easements, rights and privileges reserved to the Owners of the Station under this Deed and the SCL Portion Assignment.

Rights of Manager

2. (a) Full right and privilege for the Manager, with or without surveyors, workmen and others, at all reasonable times on prior reasonable notice (except in case of emergency) to enter on and into each and every part of the Land and the Development including each Unit for the purposes of inspecting, rebuilding, repairing, renewing, replacing, renovating, maintaining, cleaning, painting or decorating the structure of the Estate, the Common Areas and the Common Services and Facilities or any part or parts thereof, or any Unit in respect of which the Owner shall be in default of its obligations to repair and maintain or for abating any hazard or nuisance which does or may affect the Common Areas, the Common Services and Facilities or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed causing as little disturbance as is reasonably practicable and making good any damage caused thereby PROVIDED THAT the Manager shall at his own costs and expense repair any damage so caused by the default of the Manager and shall be liable for any act or omission involving criminal liability, dishonesty or negligence by or on the part of the Manager, his staff, agents and contractors and PROVIDED FURTHER THAT in case of the Manager exercising his right of entry into the Station and/or the Government Accommodation pursuant to this Clause, such entry shall be subject to the prior written approval of the Owner of the relevant part of the Station and/or the Owner of the Government Accommodation (as the case may be) (except in emergency in both cases) and for the purposes stated in this sub-clause only (but insofar as the Government Accommodation is concerned, for the purposes of maintenance and repair only) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Station and/or the Government Accommodation.

(b) The rights for the Manager with or without surveyors workmen and others to carry out all necessary works required by the Director for the temporary closure of any opening or area in the building or buildings (excluding the Government Accommodation) erected on the Land, other than the Station (except with the prior consent in writing of the Owners of the Station), so as to enable the connection of the Footbridge, the Pedestrian

Walkway and the Footbridge Connections and Supports or any replacement thereof referred to in Special Condition No.(50)(j) of the Government Grant, the Pedestrian Link or other pedestrian passageways, subways or footbridges to such building or buildings. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification PROVIDED THAT the ingress to or egress from the Government Accommodation and/or the Station shall not be interrupted and the proper use and enjoyment of the Government Accommodation and/or the Station shall not be affected and PROVIDED FURTHER THAT the powers and duties of the Manager under this sub-clause (b) shall be subject to the rights easements and privileges of the Owners of the Station and FSI and shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI under this Deed and the Government Grant and the Owners of the Station under this Deed and the SCL Portion Assignment.

(c) The right for the Manager to authorise by way of licence :-

- (i) subject to the prior approval by a resolution of the Owners of the Estate at a meeting of the Owners of the Estate convened under this Deed or a resolution of the Owners of the relevant Phase at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) and the prior written consent of the Director (if required), the use of external walls forming part of the Common Areas of the relevant Phase (other than the external walls of the Government Accommodation) for advertising purposes and to permit the installation or erection of posters or other advertising signs or structures (whether illuminated or not) with the right to remove, repair, maintain, service or replace the same and to obtain electricity from the building or structure (other than the Government Accommodation) nearest in proximity to such posters or other advertising signs or structures PROVIDED THAT the proper use and enjoyment of the Government Accommodation and the ingress to or egress from the Government Accommodation shall not be affected or interrupted; and
- (ii) subject to the prior approval of the relevant Owners' Sub-Committee of the part of the Estate affected, the use of such part of the transfer plate of any residential tower forming part of the Common Areas suitable for the purposes of a patio by the Owner of the Unit of the Residential

Development adjacent thereto on terms and conditions as it deems fit;

PROVIDED ALWAYS THAT :-

- (i) any signs or advertisements or structures erected on the external walls of the Government Accommodation shall not be affected;
- (ii) the rights and interests of the Owners shall not be adversely affected;
- (iii) the licensee shall be responsible for and at its cost and expense keep and maintain in good condition those parts of the Common Areas so licensed on or to which such posters or other advertising signs or structures shall so be displayed, installed, erected or affixed; and
- (iv) all licence fees or other income received by the Manager shall be applied by them in accordance with Clause 7 of Section J of this Deed.

(d) In respect of any roof or flat roof forming part of a Residential Unit :-

- (i) the right for the Manager, his servants, agents, contractors and persons duly authorized on prior reasonable notice (except in case of emergency) to gain access to and enter upon any such roof or flat roof and to remain there for such reasonable period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Common Services and Facilities in or upon the roof or flat roof or to which access is gained via the roof or flat roof and, on a temporary basis, to erect, place or store on any roof or flat roof any scaffolding or other plant, equipment or materials necessary for the purpose of any works for so long as such works are being carried out and the Owner or occupier of such roof or flat roof shall provide reasonable unobstructed access to such roof or flat roof to the Manager, his servants, agents, contractors and persons duly authorized in exercise of their right conferred by this sub-clause (i);

- (ii) the right for the Manager to have access to, over and/or on the roof or flat roof or the parapet walls of the roof or flat roof to maintain, repair, operate, temporarily install and move the cleaning gondola and/or any davit arm, other equipment or device of management (collectively referred to in this Deed as the “gondola” which expression shall include all brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Estate, and on prior reasonable notice given to the Owner of the Residential Unit, for the Manager, his servants, agents, contractors and persons duly authorized to enter upon the roof or flat roof for the purposes of operating, installing, keeping, repairing, storing and/or parking the gondola;

PROVIDED THAT the Manager in exercising the rights under Clauses 2(d)(i) and 2(d)(ii) above shall cause as little disturbance as possible and shall at his own costs and expenses make good any damage caused thereby to such Residential Unit and shall be liable for the negligent, wilful or criminal acts of the Manager, his staff, agents and contractors;

PROVIDED ALWAYS THAT the rights of the Manager under Clauses 2(a), 2(b), 2(c) and 2(d) above shall be subject to the rights, easements and privileges of FSI under this Deed, any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and the Government Grant and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to FSI under this Deed, any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and the Government Grant.

Preamble to Rights of MTR

3. Preamble

The covenants, rights, liberties, privileges, entitlements, exceptions and reservations in favour of MTR under this Clause are intended to facilitate and enable MTR to do, exercise, carry out, perform and complete all acts matters deeds and things as are necessary and/or pertaining to :-

- (i) the naming rights of MTR in the manner as herein provided;
- (ii) the phased construction, development and completion of the Development (other than the Station) over a number of years as contemplated by the Government Grant;

- (iii) the change in design, layout, disposition, height and use of any part of the Development of which MTR shall remain to be the Owner;
- (iv) the maximisation of the development potential of any part of the Land and/or the Development of which MTR shall remain to be the Owner insofar as such maximisation shall be permissible and approved by the Government;
- (v) management and control of those parts of the Development of which MTR shall remain to be the Owner;
- (vi) connecting of those parts of the Development of which MTR shall remain to be the Owner to the neighbouring developments; and
- (vii) protection of the exercise of any rights and powers as are conferred upon MTR under the Government Grant.

Rights of MTR

Exceptions and Reservations

Each and every Owner covenants with MTR to the intent that the covenants, rights, liberties, privileges, entitlements, exceptions and reservations herein conferred upon MTR shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and the interest therein that for so long as MTR remains the beneficial owner of any Share (and in addition to any other right which it may have reserved under the SCL Portion Assignment and the Assignment to the Purchaser) MTR shall have the exclusive and unrestricted right in its absolute discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and/or to exercise all or any of the following rights, liberties, privileges and entitlement without the necessity of joining in or the concurrence or approval of any other Owner (unless provided otherwise in this Deed), the Manager or any other person interested in the Land and the Development but subject to the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation, the Owner of the MTR Portion and the SCL Portion Owner under this Deed, any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and the Government Grant and the SCL Portion Assignment (as the case may be) and PROVIDED THAT such rights, easements and privileges of FSI as the Owner of the Government Accommodation shall not in any way be adversely affected or prejudiced and PROVIDED FURTHER THAT MTR or any other Owner shall not represent FSI or GPA in any dealings with the Government which directly affects the Government Accommodation (where GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) :-

- (a) at all times with or without contractors, servants, agents, workmen or other persons authorised, to enter into and

upon any part of the Land and the Development (excluding the Units which have been assigned by MTR but including the Government Accommodation and the SCL Portion only if entry is unavoidable, when in that event it shall be subject to prior approval by FSI as the Owner of the Government Accommodation (except in emergency) or prior reasonable notice to the SCL Portion Owner (as the case may be), the least disturbance being caused to the Government Accommodation or the SCL Portion (as the case may be) and MTR making good any damage caused to the Government Accommodation or the SCL Portion (as the case may be) and indemnifying FSI as the Owner of the Government Accommodation and the SCL Portion Owner (as the case may be) for the costs and expenses incurred for any damage caused to the Government Accommodation and the SCL Portion (as the case may be) as a result of the aforesaid entry or any works under this sub-clause (a) with all necessary tools, equipment, plant and materials (if necessary) and to use on a temporary basis only the Common Areas and the Common Services and Facilities for transportation and passage through and the storage of building materials and equipment for the purpose of :-

- (i) completing or commissioning the construction of any part of the Land and the Development either alone or in conjunction with any adjacent land or adjacent buildings in such manner and with such materials as MTR in its absolute and unfettered discretion shall deem fit;
- (ii) carrying out any works or repairs or maintenance which it considers necessary to prevent any damage to, or for preventing or rectifying any works by the Owners or any of them or the Manager which may in the opinion of MTR have the effect of endangering or causing damage to the MTR Portion, the Kwun Tong Line Extension or the Estate or any part thereof and in the event that the damage is caused by the Owners or the Manager, the reasonable costs of the said works or repairs or maintenance shall be a debt due to MTR repayable on demand by the defaulting Owner(s) or the Manager (as the case may be) and;
- (iii) constructing future pedestrian links or walkways or accessways connecting the Estate to the Station or to the neighbouring lands or development;

- (iv) constructing and developing footbridges and connection points at such point or part or parts of the Estate as it may require from time to time;
- (v) carrying out all necessary works for temporary closure of any part of the Development when called upon by the Director and carry out all necessary repair or maintenance work in relation to such temporary closure;
- (vi) carrying out other works in under on or over the Land and the Development as it shall require from time to time in compliance with the Government Grant or in relation to the operation or safety of the MTR Portion and/or the Kwun Tong Line Extension;

MTR in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners shall not use while such works are being carried out and the Owners (save and except FSI as the Owner of the Government Accommodation) shall comply with the reasonable requirements of such notification PROVIDED THAT when carrying out such works MTR shall cause as little disturbance to the Owners as is reasonably practicable by providing such measures as may be necessary at its own costs and expenses including, but not limited to, noise abatement and dust protection measures and shall make good any damage caused to any Unit and PROVIDED FURTHER THAT the exercise of such rights shall not interfere with an Owner's exclusive right to the use enjoyment and occupation of the Unit which he owns nor prevent, impede or restrict access to or egress from any such Unit and PROVIDED FURTHER THAT MTR shall be solely responsible for the maintenance and management expenses of those parts of the Common Areas and the Common Services and Facilities which the Owners shall not use as aforesaid while the aforesaid works are being carried out and make good any damage caused to those parts of the Common Areas and the Common Services and Facilities as a result of the use of such parts by MTR;

- (b) in accordance with the terms of the Government Grant, to assign the Common Areas and the Common Services and Facilities or any part or parts thereof together with the Shares relating thereto to the Manager, without consideration, for the general benefit of the Owners PROVIDED THAT upon such assignment such areas and

facilities shall be held by the Manager as trustee for all the Owners;

- (c) to change the name of the Development or any part thereof (other than the Government Accommodation and the SCL Portion) and to change at any time the name description and/or numbering of any building in the Development (other than the Government Accommodation and the SCL Portion) as it shall in its absolute discretion think fit subject, in the case of a change of name of the entire Development (other than the Government Accommodation and the SCL Portion), to the approval of the Development Owners' Committee and, in the case of a change of name of a part of the Development (other than the Government Accommodation and the SCL Portion), to the approval of the relevant Owners' Sub-Committee(s) appointed pursuant to any Sub-Deed of Mutual Covenant affected by the name change and upon giving not less than 6 months' prior written notice to all Owners affected by the change PROVIDED THAT MTR shall bear all costs incurred by the Manager in erecting or replacing any existing building name or directional signage within the Development as a result of the exercise of this right;

- (d) to alter, amend, vary or add to the Approved Plans or any master layout plan approved under the Town Planning Ordinance (Cap.131 of the Laws of Hong Kong) relating to the Development or any part thereof (other than those plans relating to the Government Accommodation, the SCL Portion or any Units which have been assigned by MTR) (including, but not limited to, the alteration of corridors and toilets) and/or any other building plans relating to the Development or any part thereof (other than those plans relating to the Government Accommodation, the SCL Portion or any Units which have been assigned by MTR) without the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof PROVIDED THAT :-
 - (i) any alteration, amendment, variation or addition to such plans shall not affect nor prevent, impede or restrict access to and from the Government Accommodation, the SCL Portion and the Units so assigned and nothing herein contained shall absolve MTR from the requirements of obtaining the prior consent of the Director or other relevant government authorities pursuant to the Government Grant or other applicable legislation and the approval of the Owner of the Government Accommodation in the event that the Government

Accommodation is directly affected (where GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected);

- (ii) no such alteration, amendment, variation or addition shall give to the Owners or other person having an interest in the Development or any part thereof any right of action against MTR or the Government;
 - (iii) all the costs and expenses in connection with MTR's exercise of the aforesaid right shall be borne by MTR solely; and
 - (iv) the exercise of such right shall not interfere with the rights of other Owners or the SCL Portion Owner to hold, use, occupy and enjoy their Units or the SCL Portion (as the case may be);
- (e) where the uncompleted part(s) of the Development or those parts of the Development owned by MTR (other than the Government Accommodation) are affected, to agree with the Government any substitution, alteration, amendment, variation or addition to the terms and conditions of the Government Grant or any drawings, designs and plans of any nature or purpose whatsoever (including, but not limited to, layout plans, general building plans, car park layout plans, landscape plans and concept plans), submissions and technical schedules contained or referred to in the Government Grant and to apply for any consents, waivers, permissions, approvals or no-objection letters or any other decision under the terms of the Government Grant without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof (other than FSI as the Owner of the Government Accommodation and the SCL Portion Owner) and to sign or execute any documents in connection therewith in the name of MTR only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof (other than FSI as the Owner of the Government Accommodation and the SCL Portion Owner) PROVIDED THAT :-
- (i) the right to vary, alter, amend, substitute or add to the terms of the Government Grant shall require the prior written approval of the Owner of the Government Accommodation if it directly affects the Government Accommodation (where GPA shall

in its sole discretion determine whether or not the Government Accommodation is directly affected) and shall not be prejudicial to the rights of the Owner of the Government Accommodation in the use and enjoyment of and the access to or from the Government Accommodation and must not result in the Owner of the Government Accommodation being liable for any premium payable for such variation, alteration, amendment, substitution or addition;

- (ii) any amendment to the master layout plan shall not affect the Government Accommodation or the SCL Portion;
- (iii) any variation, alteration, amendment, substitution or addition to any plan shall not prevent, impede or restrict access to or from the Government Accommodation or the SCL Portion and shall be subject to the prior approval of the Owner of the Government Accommodation or the SCL Portion Owner (as the case may be) if it directly affects the Government Accommodation (where GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) or the SCL Portion (where the SCL Portion Owner shall in its sole discretion determine whether or not the SCL Portion is directly affected) (as the case may be);
- (iv) the SCL Portion Owner shall join in and sign or execute any documents necessary to the exercise of MTR's right under this sub-clause if the SCL Portion Owner is directly affected (where the SCL Portion Owner shall in its sole discretion determine whether or not the SCL Portion is directly affected) and the said prior approval of the SCL Portion Owner has been obtained or if the SCL Portion Owner considers necessary;
- (v) no such substitution, alteration, amendment, variation, addition, consent, permission, waiver or approval or other act shall give to the Owners or other person having an interest in the Development or any part thereof any right of action against MTR, the SCL Portion Owner or the Government;
- (vi) the use and enjoyment of any Unit (other than the Government Accommodation) or the SCL Portion (as the case may be) by any Owner or the SCL

Portion Owner (as the case may be) shall not be adversely affected thereby and the proper use and enjoyment of the Government Accommodation shall not be affected thereby; and

- (vii) any premia, payments, compensation and other money in relation to or incidental to such amendment, alteration, variation or addition or document shall be paid by and received by MTR alone and MTR shall be empowered to give a good and valid receipt therefor;

- (f) to enter into any deed poll or to carve out, surrender, dedicate or assign any part of the Land or the Development or any interest therein (other than the Government Accommodation, the SCL Portion, the Common Areas and the Common Services and Facilities and the Units which have been sold or assigned by MTR) to the Government in the name of MTR, such part or parts of the Land and the Development to be carved out, dedicated or assigned without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof and the Owners and other person having an interest in the Development or any part thereof shall renounce and release all right title interest benefit claim and demand whatsoever of and in such portion of the Land and the Development and in the compensation therefor PROVIDED THAT an Owner's right to hold use occupy and enjoy his Unit shall not be adversely affected and that the Owners' access to or from their Units shall not be prevented, impeded or restricted and that all payments, compensation or other money relating or incidental to such surrender dedication or assignment shall be paid to and received by MTR alone and MTR shall be empowered to give a good and valid receipt therefor PROVIDED FURTHER THAT if the exercise of the MTR's right under this sub-clause directly affects the Government Accommodation (where GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) or the SCL Portion (where the SCL Portion Owner shall in its sole discretion determine whether or not the SCL Portion is directly affected) (as the case may be), prior approval of the Owner of the Government Accommodation or the SCL Portion Owner (as the case may be) shall be obtained and PROVIDED FURTHER THAT the exercise of such right shall not be prejudicial to the rights of the Owner of the Government Accommodation in the use and enjoyment of nor prevent,

impede or restrict access to and from the Government Accommodation;

- (g) without the necessity of making every Owner or other person having an interest in the Development or any part thereof a party thereto to enter into a Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll in respect of any part of the Development (other than the Government Accommodation and the SCL Portion) for the purpose of allocating or re-allocating the Shares and the Management Units to any Phase or any part thereof and/or the MTR Portion and of making further provisions for the management, maintenance and servicing of that part of the Development for which it is made and its equipment, services and apparatus and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof PROVIDED THAT :-
- (i) such allocation or re-allocation of the Shares and the Management Units shall not affect the proportion of the Shares allocated to the Government Accommodation or the SCL Portion without the prior written consent of the Director and the SCL Portion Owner (as the case may be);
 - (ii) the rights and interests of the Owners shall not be adversely affected; and
 - (iii) any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll shall be subject to the prior approval in writing of the Director and that such Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll shall not conflict with the provisions of this Deed and shall not affect the rights interest or obligations of other Owners bound by this Deed or any other Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll;
- (h) to reserve such parts of the external walls of any part of the Development (other than the Government Accommodation and the SCL Portion) (which shall not form part of the Common Areas) retained by MTR and allocated the Shares thereto under any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant for the construction and erection of chimneys and/or, subject to the prior written consent of the Director (if required), for advertising purposes and to display, install, erect, affix or permit to be displayed, installed, erected or affixed thereon and thereto, logos, posters and other advertising signs or structures

whatsoever (whether illuminated or not) and with the right to remove, repair, maintain, service or replace the same and to obtain electricity from the building or structure (other than the Government Accommodation and the SCL Portion) nearest in proximity to such logos, posters and other advertising signs or structures as aforesaid PROVIDED THAT :-

- (i) no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation or the SCL Portion;
 - (ii) signs, advertisements and structures erected on the external walls of the Government Accommodation or the SCL Portion shall not be affected;
 - (iii) the rights and interests of the Owners shall not be adversely affected; and
 - (iv) MTR shall be responsible for and at its cost and expense keep and maintain in good condition those parts of the said external walls on or to which such logos, posters and other advertising signs or structures shall so be displayed, installed, erected or affixed and pay any electricity charges in connection with such signs or structures;
- (i) MTR shall have the exclusive right and privilege to allocate and/or to assign, license and/or grant the right to use, all or any lobby, office lobby, corridor, toilet, lifts, escalators, flat roofs, roofs, upper roofs and/or other equipment apparatus services and facilities within or forming part of the Estate retained by MTR (unless otherwise specifically assigned to an Owner for his exclusive use or being designated as the Common Areas or the Common Services and Facilities) for the exclusive use by an Owner of particular floor(s) and/or Unit(s) with or without consideration at its absolute discretion and on terms and conditions as it deems fit;
- (j) (i) MTR shall have the exclusive right and privilege subject only to the provisions of the Government Grant and obtaining the prior written consent of the Director to allocate the Shares to each Phase and the MTR Portion and the Government Accommodation of the Development and to each Unit in and the Common Areas and the Common Services and Facilities of that Phase and to

allocate the Management Units to each Unit in that Phase PROVIDED THAT such allocation of Shares and Management Units pursuant to this Clause 3(j)(i) shall not affect the proportion of Shares allocated to the Government Accommodation;

- (ii) if on the issue of an Occupation Permit for the final Phase of the Estate the Shares to be allocated to the Units in the final Phase based on the amount of the Gross Floor Area of the Units in that Phase are less than the unallocated Shares at that time available the remainder of the Shares following such allocation and any allocation, re-allocation or adjustment of Shares made by MTR pursuant to its reserved rights under this Deed shall be allocated by MTR to the Common Areas and the Common Services and Facilities and to be held in trust by MTR on behalf of all Owners or assigned together with all Shares previously allocated to the Common Areas and the Common Services and Facilities to the Manager in accordance with the provisions of Clause 3(b) of Part II of this Second Schedule PROVIDED THAT for the purpose of this sub-clause (j)(ii), the Gross Floor Area of the Units in a Phase shall include any gross floor area which has been exempted under the conditions of the Government Grant or the Buildings Ordinance (Cap.123 of the Laws of Hong Kong) and PROVIDED FURTHER THAT such allocation or re-allocation of Shares pursuant to this Clause 3(j)(ii) shall not affect the proportion of Shares allocated to the Government Accommodation;
- (iii) subject to the prior approval of the Director, MTR shall have the exclusive and unrestricted right to re-designate or re-distribute any Shares retained by it in the Estate and allocated to any particular part of the Estate the exclusive use of which is retained by MTR to any other part of the Development of which it has exclusive use PROVIDED THAT in so doing MTR does not allocate the Shares to any Phase in excess of that stipulated under a Deed Poll or supplemental Deed Poll and PROVIDED THAT the re-designation or re-distribution of Shares shall not affect the proportion of the Shares allocated to the Government Accommodation;

(iv) without the necessity of making every Owner or other person having an interest in the Development or any part thereof (except FSI as the Owner of the Government Accommodation) a party thereto, but subject to prior written approval of the Director in accordance with Special Condition No.(6)(b) of the Government Grant and the prior written consent of the Owner of the Government Accommodation, to enter into and execute a supplemental Deed Poll before the execution of the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant (if any) of the final Phase of the Estate for adjusting the number of the Shares allocated to the Government Accommodation as previously approved by the Director in accordance with Special Condition No.(26)(b) of the Government Grant and consequentially the number of the Shares allocated to Site B and the site of the final Phase respectively under the Approved Deed Poll (as defined in Special Condition No.(6)(b) of the Government Grant) which is registered in the Land Registry by Memorial No.20051402040056, and in the event that the Government Accommodation shall have been assigned by MTR to FSI pursuant to Special Condition No.(26)(a) of the Government Grant prior to such adjustment, following the execution of such supplemental Deed Poll, to enter into and execute a confirmatory assignment of the Government Accommodation or such other deed(s) or document(s) of a similar nature with FSI;

(k) subject to the prior written consent of the Director, to allocate and re-allocate the Shares to any particular part of the Development following the issue of an Occupation Permit in respect of that particular part and to each Unit and the Common Areas and the Common Services and Facilities and to allocate and re-allocate the Management Units to each Unit (excluding the Government Accommodation) thereto necessitated by any change in the Gross Floor Area PROVIDED THAT the allocation or re-allocation of Shares shall not affect the proportion of the Shares allocated to the Government Accommodation and PROVIDED FURTHER THAT for the purpose of this sub-clause, the Gross Floor Area shall include any gross floor area which has been exempted under the conditions of the

Government Grant or the Buildings Ordinance (Cap.123 of the Laws of Hong Kong);

- (l) subject to the prior written consent of the Director, to adjust the number of the Shares allocated to the Development or any particular part thereof (other than the Station and the Phase in respect of which the Sub-Deed of Mutual Covenant has been executed) if such adjustment shall be required due to any change in the building design and/or amendment to the building plans relating to the Development or any particular part thereof (other than those building plans relating to the Station or such Phase) PROVIDED THAT :-
 - (i) such adjustment shall not affect the total number of the Shares into which the Land and the Development shall be notionally divided nor affect any Owner's sole and exclusive right to hold use occupy and enjoy his Unit;
 - (ii) no such adjustment shall have the effect of increasing the contributions to the Management Charges payable by such Owners (excluding FSI as the Owner of the Government Accommodation) by more than 5%; and
 - (iii) the adjustment of the Shares shall not affect the proportion of the Shares allocated to the Government Accommodation;
- (m) to designate or re-designate the floor numbering and unit numbering (excluding the floor numbering and unit numbering of the Government Accommodation) and/or (subject to the prior approval of the Director) to allocate, re-allocate, sub-allocate and/or to exchange or interchange the number of the Shares and the Management Units attached to those parts of the Development with any other parts of the Development of which MTR remains to be the Owner PROVIDED THAT any such allocation, re-allocation, sub-allocation, exchange or interchange of the Shares shall not affect the proportion of the Shares allocated to the Government Accommodation;
- (n) after completion of the final Phase of the Estate, to amend, vary, alter, add to, modify or substitute any part of the Common Areas and Common Services and Facilities PROVIDED THAT :-
 - (i) the use and enjoyment of the Units (excluding the Government Accommodation) by the Owners

shall not be adversely affected and the proper use and enjoyment of the Government Accommodation shall not be affected and no such amendment, variation, alteration, addition, modification or substitution shall give to the Owners or other person having an interest in the Development or any part thereof any right of action against MTR;

- (ii) the Common Areas and the Common Services and Facilities shall not be reduced;
- (iii) notwithstanding anything contained in the foregoing, if there is any conversion of any of the Common Areas or the Common Services and Facilities to MTR's own use for its own benefit, such conversion shall be subject to the approval of the Development Owners' Committee (if any) or the relevant Owners' Sub-Committee (if any) (as the case may be) and any payment paid by MTR for the approval shall be credited to the relevant account(s) of the Special Fund and if there is any conversion or designation of any of MTR's own areas or services and facilities in the Land as the Common Areas or the Common Services and Facilities, such conversion or designation shall be subject to the approval by a resolution of the Owners at a meeting of the Owners of the Estate convened under this Deed or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be); and
- (iv) any additional Common Areas or additional Common Services and Facilities shall not be re-converted or re-designated to MTR's own use or benefit and MTR shall prepare or cause to be prepared a set of plans showing such additional Common Areas which shall be kept at the management office of the Estate and made available for inspection by the Owners free of costs and charges during normal office hours;
- (o) to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the Land and the Development (other than the services and facilities solely and exclusively serving the Government Accommodation or the SCL Portion) or partly within the Land and the Development (other than the services and

facilities solely and exclusively serving the Government Accommodation or the SCL Portion) and adjoining land to supply utilities services and recreational facilities to the Land and the Development and/or, if required by the Government, to any other adjoining adjacent or neighbouring lands and to grant the right so to do any of the aforesaid to any person on such terms and conditions as MTR may deem fit PROVIDED THAT if the said drains, pipes, cables, sewers, installations, fittings, chambers and structures form parts of the Common Areas or the Common Services and Facilities, any consideration received for supplying of the said utilities, services and recreational facilities to the adjoining adjacent or neighbouring lands shall after deduction by MTR of the costs of the relevant works incurred by MTR be credited to the relevant account(s) of the Special Fund PROVIDED FURTHER THAT the exercise of the MTR's right under this sub-clause (o) shall be subject to prior approval by a resolution of the Owners at a meeting of the Owners of the Estate convened under this Deed or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) (but such approval shall not be required if the exercise of the aforesaid right is for the purpose of construction, development and completion of any subsequent Phase) and shall not interfere with other Owners' rights to hold, use, occupy and enjoy nor impede access to and from such part(s) of the Development to which such other Owners are exclusively entitled to and any payment received (if any) shall be credited to the relevant account(s) of the Special Fund PROVIDED FURTHER THAT the proper use and enjoyment of the Government Accommodation shall not be affected;

- (p) to utilise in whole or in part the balance (if any) of the maximum plot ratio of the Land including any extensions which may be granted by the Government from time to time permitted under the Buildings Ordinance (Cap.123 of the Laws of Hong Kong) including any concessions or bonus which may be granted by the Building Authority and which shall become available from time to time;
- (q) to demolish, modify, alter, reconstruct, further develop, re-develop or re-build the Land and/or the Development or any part thereof which shall remain vested in MTR either alone or in conjunction with any adjacent land or adjacent buildings and in such manner as MTR may deem fit and for all or any such purposes arrange for new buildings plans to be prepared and/or the Approved Plans to be changed,

added to, altered or otherwise amended and to submit the same for approval by the Building Authority and/or such other competent Government authorities and to carry out all necessary demolition and construction works in connection therewith subject to the approval of the Owner of the Government Accommodation and/or the SCL Portion Owner (as the case may be) being obtained if the Government Accommodation is directly affected (where GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) and/or in the SCL Portion Owner's opinion the SCL Portion is affected (as the case may be) PROVIDED THAT the right of FSI as the Owner of the Government Accommodation and the SCL Portion Owner to hold use occupy and enjoy the Government Accommodation and the SCL Portion respectively and to have unimpeded or unrestricted access to and from the Government Accommodation and the SCL Portion respectively shall not be interfered with and PROVIDED FURTHER THAT the exercise of the right under this sub-clause (q) shall not interfere with the other Owners' right to hold, use, occupy and enjoy the Units nor impede access to and from the Units. The exclusive right to hold use occupy and enjoy and to receive the rents and profits from any new buildings or structures to be erected on or under the Land and the Development which shall remain vested in MTR shall belong to MTR absolutely;

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

for the acquisition of the said rights, rights of way, easements or quasi-easements;

- (s) subject to the approval by a resolution of the Owners at a meeting of the Owners of the Estate convened under this Deed or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) 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, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities (not being the Private Recreational Facilities), sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Estate Common Areas and the Estate Common Services and Facilities or any Common Areas and Common Services and Facilities of a Phase 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 MTR shall deem fit PROVIDED THAT the exercise of the MTR's right under this sub-clause (s) shall not contravene the provisions of the Government Grant nor interfere with other Owners' rights to hold, use, occupy and enjoy nor impede access to and from such part(s) of the Estate to which such other Owners are exclusively entitled to and the proper use and enjoyment of the Government Accommodation shall not be affected and PROVIDED ALWAYS THAT any money received from the grant of any such rights shall form part of relevant account(s) of the Special Fund;

- (t) to construct, maintain, repair and renew at MTR's own expense footbridges and/or pedestrian walkways (excluding the Pedestrian Walkway) (as referred to in Special Condition No.(50)(j) of the Government Grant) within the Land and the Development whether or not linking the Land and the Development or any part thereof with any adjoining or neighbouring lots and/or developments and for any of such purposes, to demolish, alter or remove any walls or structures forming part of or any closure of openings in the Common Areas or the Common Services and Facilities PROVIDED THAT the proper use and enjoyment of the Government Accommodation shall not be affected and the access to or from the Government Accommodation shall not be prevented, impeded or restricted PROVIDED FURTHER

THAT the exercise of the MTR's right under this sub-clause (t) shall be subject to prior approval (unless it is for the purpose of discharging the obligations required to be performed and observed by MTR as the original grantee of the Land under the provisions of the Government Grant or completing the construction of the Estate or any part thereof and in either case, such approval shall not be required) by a resolution of the Owners at a meeting of the Owners of the Estate convened under this Deed or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) and shall not interfere with other Owners' rights to hold, use, occupy and enjoy nor impede access to and from such part(s) of the Development to which such other Owners are exclusively entitled to and any payment received (if any) shall be credited to the relevant account(s) of the Special Fund; and

- (u) prior to commencement by other Owners of any works proposed to be carried out to the Development or the Land which may affect or has impact upon the MTR Portion, the Kwun Tong Line Extension or the services supplying or running through the MTR Portion or the Kwun Tong Line Extension or ancillary or pertaining thereto, to be given prior reasonable notice of full details of and to approve such works and in respect of any such works to prescribe work schedules and methods and impose conditions for the protection and safety of the MTR Portion and the Kwun Tong Line Extension, to be complied with by the relevant Owners at their own costs and in the event that prior approval is not obtained prior to commencement of the works or the prescribed work schedules, methods or conditions are not adhered to, to require the cessation of any such works which the Owners shall comply with and the Manager shall enforce and implement;

PROVIDED ALWAYS THAT in exercising any of its rights herein, MTR shall be subject to the rights, easements and privileges of FSI as the Owner of the Government Accommodation under the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and shall not in any way adversely affect or prejudice the use and enjoyment of the Units and the SCL Portion respectively by the Owners and the SCL Portion Owner (as the case may be) and the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation in the Government Grant, this Deed and any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and the proper use and enjoyment of the Government Accommodation shall not be affected and the access to or from the Units, the SCL Portion and the Government Accommodation shall not be prevented, impeded or restricted

PROVIDED ALWAYS THAT any consideration received or receivable in the exercise of rights to which MTR is specifically entitled as an Owner under the provisions of this Clause 3 shall accrue to MTR and may be on such terms and conditions as MTR may deem appropriate PROVIDED FURTHER THAT MTR shall not represent the SCL Portion Owner or FSI or GPA (as the case may be) in any dealings with the Government directly affecting the SCL Portion or the Government Accommodation (as the case may be) and GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected and the SCL Portion Owner shall in its sole discretion determine whether or not the SCL Portion is directly affected. Any consideration received or receivable in the exercise of rights to which MTR is not specifically entitled as an Owner under the provisions of this Clause 3 shall accrue to the Owners of the Development and shall be credited to the relevant account(s) of the Special Fund.

**Rights of
Government, etc.**

4. All easements, rights and privileges excepted and/or reserved unto or in favour of the Government, the Director, the Director of Water Supplies, its/his officers, agents, contractors, workmen, licensees and/or other duly authorized personnel (as the case may be) mentioned, described and/or prescribed in the Government Grant.

THE THIRD SCHEDULE

RESTRICTIONS AND PROHIBITIONS

1. Subject to the Government Grant, any ordinances, laws, Government regulations, the rights reserved to MTR in Clause 3 of Part II of the Second Schedule to this Deed, the rights easements and privileges reserved to the Owner of the MTR Portion and the SCL Portion Owner under the SCL Portion Assignment and this Deed and the rights easements and privileges reserved to FSI, its lessees, tenants, licensees and persons authorised by it and the Owners and occupiers for the time being of the Government Accommodation in Clause 2 of Part I of the Second Schedule to this Deed, an Owner of the Estate (excluding FSI) without the previous written consent, if required, of the Manager (which consent, if required, may be granted subject to such reasonable conditions as the Manager shall think fit) shall not :-

**Not to make alterations
or additions**

- (a) make or permit or suffer to be made any external or structural alteration or addition whatsoever to any part of the Estate particularly any alteration or addition which will affect the structural integrity of the Development or which may exceed the loading constraints of the structures in the Development or which may interfere with or affect the rights of other Owners to any building, or other structure erected on or in the Development;
- (b) make or permit or suffer to be made any alterations to the existing design or external appearance of the facade or elevations of any building, or other structure erected on or in the Estate (excluding the Government Accommodation by the Owner thereof);
- (c) erect or build or permit or suffer to be erected or built on any roof, flat roof or any part thereof of any building, carport or other structure erected on or in the Estate, or the Common Areas any structure whatsoever whether of a temporary or permanent nature;
- (d) install or erect or permit or suffer to be installed or erected any air-conditioning or ventilation unit or plant or any radio or television aerial or satellite dish or any sunshade or awning or any other fixture whatsoever on or over any roof, flat roof or through or over any window or through or on any external wall of the Estate (except, in the case of air-conditioning or ventilation units, at the air-conditioning platforms already provided or at such places designated for such purpose in the Residential Development);

- (e) make or permit or suffer to be made any alterations to any installation or fixture so as to affect or be likely to affect the supply of water, electricity or other utility or service to the Land and the Development or any part thereof;
- (f) erect, affix or place or cause or permit or suffer to be erected, affixed or placed any sign or other structure whatsoever whether of a permanent or temporary nature on the roof or flat roof forming part of a Unit or any part thereof (excluding the Government Accommodation by the Owner thereof) and the Manager shall on reasonable notice (except in an emergency) have the right to enter the Unit to remove anything erected or affixed or placed thereon in contravention of this provision for the purpose of carrying out necessary repairs to the Estate or abating any hazard or nuisance which does or may affect the Common Areas or the Common Services and Facilities or other Owners at the cost and expense of the Owner who erected or affixed or placed the same or permitted or suffered the erection or affixing or placing of the same PROVIDED THAT the Manager shall at his own costs and expense repair any damage (excluding any damage caused by such defaulting Owner) so caused by the default of the Manager and shall be liable for any act or omission involving criminal liability, dishonesty or negligence by or on the part of the Manager, his staff, agents and contractors;

Not to damage Common Areas

- (g) damage, injure or deface or permit or suffer to be damaged, injured or defaced any part of the structure, fabric or decorative features of the Common Areas including any trees, plants or shrubs in or on the Land and the Development;

Not to damage Common Services and Facilities

- (h) damage or interfere with or permit or suffer to be damaged or interfered with the Common Services and Facilities;

Not to vitiate insurance

- (i) do or permit or suffer to be done anything whereby any insurance of the Land and the Development or any part thereof may be rendered void or voidable or whereby the premium for any such insurance may be liable to be increased and each Owner (save and except FSI as the Owner of the Government Accommodation) shall indemnify the other Owners against any increased or additional premium which by reason of his act or default may be required for effecting or keeping up such insurance and in the event of the Development or any part or parts thereof being damaged or destroyed by any of the Insured Risks at any time and the insurance money under any insurance against such Insured Risks effected thereon being wholly or partially irrecoverable by reason solely or

in part of his act or default then and in every such case such Owner shall forthwith pay to the other Owners the whole or (as the case may require) a proportion of the cost of completely rebuilding or reinstating the same;

**Not to breach
Government Grant**

- (j) do or permit or suffer to be done any act, deed, matter or thing whatsoever which amounts to a breach of any of the terms and conditions of the Government Grant and in particular Special Condition Nos.(39) and (40) of the Government Grant;

**Not to breach ordinances
etc.**

- (k) do or cause or permit or suffer to be done any act or thing which may be contrary to any relevant ordinance, regulation or bye-law;

Offensive user

- (l)
 - (i) use any Unit for any offensive trade as prescribed from time to time by Section 48 of the Public Health and Municipal Services Ordinance (Cap.132 of the Laws of Hong Kong) nor permit the storage of any hazardous, combustible, unlawful or explosive goods or substance or any “**dangerous**” or “**prohibited**” goods within the meaning of the Dangerous Goods Ordinance (Cap.295 of the Laws of Hong Kong);
 - (ii) use or permit or suffer to be used any Residential Unit other than as a private dwelling;
 - (iii) use or permit or suffer to be used any Unit for any purpose whatsoever other than as permitted under the Government Grant;
 - (iv) use or permit or suffer to be used any Car Parking Space other than for the parking of motor vehicle or motor cycle (as the case may be) licensed under the Road Traffic Ordinance (Cap.374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and belonging to the resident of a Residential Unit or his bona fide guests, visitors or invitees according to the carpark layout plan for the Development or any part thereof approved by the Director and in particular shall not use such Car Parking Space for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services;

**Balconies and Utility
Platforms**

- (m)
 - (i) cause, permit, suffer or allow any Balcony or Utility Platform to be enclosed in whole or in part by any material of whatsoever kind or nature, and

each Owner shall keep and maintain any Balcony or Utility Platform in the design and layout as provided under the Approved Plans;

- (ii) erect, affix or place or cause or permit or suffer or allow to be erected, affixed or placed any structure or partition of any material whether of a permanent or temporary nature or any fitting on any Balcony, Utility Platform or any part thereof;
- Flat roofs or roofs** (n) erect, affix, place or cause, permit, suffer or allow to be erected, affixed or placed any structure, partition, fence or enclosure whether of a permanent or temporary nature on any flat roof or roof;
- Not to use for illegal or immoral purposes** (o) use or permit or suffer to be used any Unit for gambling or for any illegal or immoral purposes;
- Not to cause nuisance** (p) do or cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to the other Owners and occupiers of the Land and the Development;
- Not to alter external appearance** (q) use or permit or suffer to be carried out on any portion of any Unit or the roofs or flat roofs or any Balcony or Utility Platform (if any) held and enjoyed therewith, any works in any way so as to alter the external appearance of the buildings (excluding the Government Accommodation by the Owner thereof);
- Not to misuse lavatories** (r) use or permit or suffer to be used any water closet or other water apparatus on or in the Land and the Development for any purpose other than that for which they are intended and throw or permit or suffer to be thrown into any W.C. pan, urinal, basin, sink or other lavatory fitting any foreign or deleterious substance of any kind and the Owner shall pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision;
- Not to interfere with fire protection or security systems** (s) do or permit or suffer to be done any act or thing which will damage or interfere with or affect the operation of any fire protection or fire-fighting system, equipment or apparatus or any security system, equipment or apparatus or any part or parts thereof and each Owner (save and except FSI as the Owner of the Government Accommodation) shall keep the other Owners indemnified against all loss, damages, claims and demands sustained by them as a result of any act or thing done or permitted or suffered to be done by the Owner as aforesaid;

- Not to contravene fire regulations** (t) erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances or any staircase or floor of the Units or in or on or at any of the exits therefrom any metal grille or shutter or gate that might in any way contravene the regulations from time to time in force of the Fire Services Department or other competent authority concerned, nor in any other respect to contravene the said regulations;
- Not to lock roof exits** (u) lock the doors or entrances of the roofs of the Development PROVIDED HOWEVER THAT nothing in this clause shall affect the rights of the Owner(s) to lock the doors or entrances of the roof(s) or portion of the roof owned by him if such locking does not contravene fire regulations;
- Not to obstruct Common Areas** (v) encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, dustbins, packaging goods, rubbish, chattels or other obstruction of any kind or nature any of the Common Areas and the Manager shall be entitled without notice and at the Owner's expense (save and except FSI as the Owner of the Government Accommodation) to remove and dispose of as he sees fit any such material aforesaid and the Manager shall not thereby incur any liability to the Owner or any other person whomsoever and each and every Owner (save and except FSI as the Owner of the Government Accommodation) hereby agrees to keep the Manager indemnified against all losses, claims damages or expenses of and against the Manager in respect thereof;
- Not to obstruct driveways** (w) (subject to the rights of the Owner of the Government Accommodation) park in, obstruct or otherwise use or permit or suffer any servant, agent, visitor or licensee to park in, obstruct or otherwise use those areas of the Land and the Development allocated to the parking, movement or access of vehicles or designated as loading and unloading areas otherwise than in accordance with the Building Rules from time to time made pursuant to Section K of this Deed;
- Pets** (x) (i) bring on to or keep any dogs, cats, pets, livestock, live poultry, birds or other animals on any part of the Estate PROVIDED THAT subject to any applicable laws and regulations in force in Hong Kong from time to time and subject to and in accordance with the Building Rules, domestic animal or other pets may be kept in a Residential Unit unless the same has been the cause of reasonable written complaint by at least two (2)

Owners or occupiers of any part of the Estate, the reasonableness of the complaint shall be determined by the Manager at its absolute discretion;

- (ii) bring or keep any dogs in lifts or in any part of the Estate intended for common use unless they are carried or on leash and wearing mouth strap;
- (iii) Notwithstanding anything contained in paragraphs (i) and (ii) of this sub-clause, bring or keep any dogs in the Common Areas (including without limitation, the Club Houses and lawns areas) save for those areas as may be designated by the Manager for use by dogs from time to time;

Not to partition

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

Not to make internal alterations or additions

- (z) (i) make any structural alteration to a Unit or any part of the Estate (excluding the Government Accommodation by the Owner thereof) without obtaining (1) all relevant prior written approval from all relevant government authorities including, but not limited to, the Buildings Department and (2) the prior written consent of the Manager (which shall not be unreasonably withheld) subject to the Owner making an application supported by drawings and where appropriate a specification in duplicate and paying the reasonable approval fees of the Manager and their professional advisers PROVIDED FURTHER THAT no Owner shall make any structural alteration which will interfere with or affect the rights of other Owners;
- (ii) where any fitting out works or alterations to a Unit require any alteration to base buildings services, including, but not limited to, the sprinkler system, heating ventilation and air-conditioning system and plumbing and drainage, employ contractors other than the contractor nominated by the Manager for the purpose of carrying out those works at the Owner's own cost PROVIDED THAT the Owner of the Government Accommodation shall be exempted from using the contractor nominated by the Manager;

- Not to sub-divide or partition** (aa) sub-divide or partition a Residential Unit or a Car Parking Space;
- Sub-Deed of Mutual Covenant** (ab) enter into any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant in respect of any part of the Development without the prior written consent of the Director;
- Floor loading** (ac) place on any part of the floors of any Unit any machinery goods or merchandise which may cause the maximum floor loading-bearing capacity thereof to be exceeded and in the event of breach of this covenant the Owner shall make good any damage caused thereby to that part of the Estate or any fixtures and fittings therein, PROVIDED THAT the making good of such damage as aforesaid shall be without prejudice to any further right which may be exercised by the Manager by virtue of such breach;
- Offensive odours and refuse** (ad) (i) cause or permit any offensive or unusual odours to be produced upon, permeate through or emanate from the part of the Estate owned by him nor allow any garbage or waste food to accumulate on such part or other part of the Estate PROVIDED THAT the Manager's opinion on whether any odour is offensive or unusual is conclusive and binding on the Owner;
- (ii) dispose of the refuse except in the places designated by the Manager;
- Excessive noise** (ae) produce or permit or suffer to be produced any music or noise (including sound produced by broadcasting or any apparatus or equipment capable of producing, reproducing, receiving or recording sound) or vibration or other acts or things in or on the part of the Estate owned by him so as to cause a nuisance to other residents, Owners or occupiers of the Estate;
- Not to misuse lifts** (af) (i) use the designated passenger lifts in the Estate other than for transportation of persons and small light packages;
- (ii) use the service lifts in the Estate for the transportation of any goods or articles which in the opinion of the Manager may overload or affect the normal or safe operation of those lifts;
- Not to hang washing** (ag) use or permit or suffer to be used any portion of any Unit for the drying of clothes or any similar purpose in any way so as to alter the external appearance of the buildings of the

Estate or cause nuisance or annoyance to the other Owners or occupiers of the Land and the Development;

- Not to exhibit signs** (ah) exhibit any advertising signage in or upon any Unit in the Residential Development except as authorised by this Deed;
- Not to tamper with fixed glazing** (ai) tamper with any fixed glazing or fixed glazing with limited window opening in any Residential Unit which should only be unlocked by the Manager upon receipt of prior reasonable notice from the Owner or occupier of the relevant Residential Unit and only for the purpose of cleaning or maintenance of such window;
- Installation of air-conditioning units** (aj) affix or install onto the external walls or through the windows of any Residential Unit any air-conditioner or air-conditioning unit other than at the air-conditioning platform already provided or at such places designated for such purposes without the prior written consent of the Manager and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Land and/or the Development;
- Not to tamper with fire alarm** (ak) tamper with, remove or interfere with or permit or suffer or cause to be tampered with, removed or interfered with the fire alarm system serving the Estate or any part thereof and/or the common fire alarm system installed in the Estate connecting and serving the Estate;
- Not to install door grilles/alter door design** (al) erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached any grille, shutter or gate (whether in metal or any other material) in or on or at the entrance doors of the Residential Units and not to alter the design and colour of the entrance door;
- Installation of window grilles** (am) erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows of any Residential Unit any window grille which shall in any way contravene the regulations of the Fire Services Ordinance (Cap.95 of the Laws of Hong Kong) or other competent authority concerned from time to time in force and the design of any window grille shall comply strictly in accordance with such guidelines and/or specification and/or prescribed design that may from time to time be issued by the Manager and such design and installation shall comply in all respects with the Building Rules and the Fitting Out Rules;
- Not to erect radio or television aerial etc.** (an) erect or permit or suffer to be erected any radio or television aerial or advertising sign or keep, hang or exhibit

or permit or suffer to be kept, hung or exhibited any washing cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the flat roof, roofs, Balconies, the Utilities Platforms, external walls, corridors, lift lobbies, entrance halls of any building of the Estate or any other areas (excluding the Government Accommodation by the Owner thereof) which in the opinion of the Manager shall be undesirable or constitute a nuisance to other Owners or occupiers of the building or the Estate and the Manager shall have the right to remove such articles without notice but after warning has been given to such Owner and such Owner has failed to heed the warning within a reasonable period of time at the cost of the offending Owner;

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

Preservation of trees

2. No Owner shall remove or interfere with the trees growing on the Land or adjacent thereto without the prior written consent of the Director who may in granting consent impose such conditions as to transplanting, compensatory landscaping or replanting as the Director may deem appropriate.

No hawkers

3. No Owner shall permit or suffer any hawker to carry on business within the Land and the Development. For the purpose of this Clause, "hawker" shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance (Cap.132 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation subject to such modification contained in Special Condition No.(64) of the Government Grant.

Not to erect or make any grave or columbarium

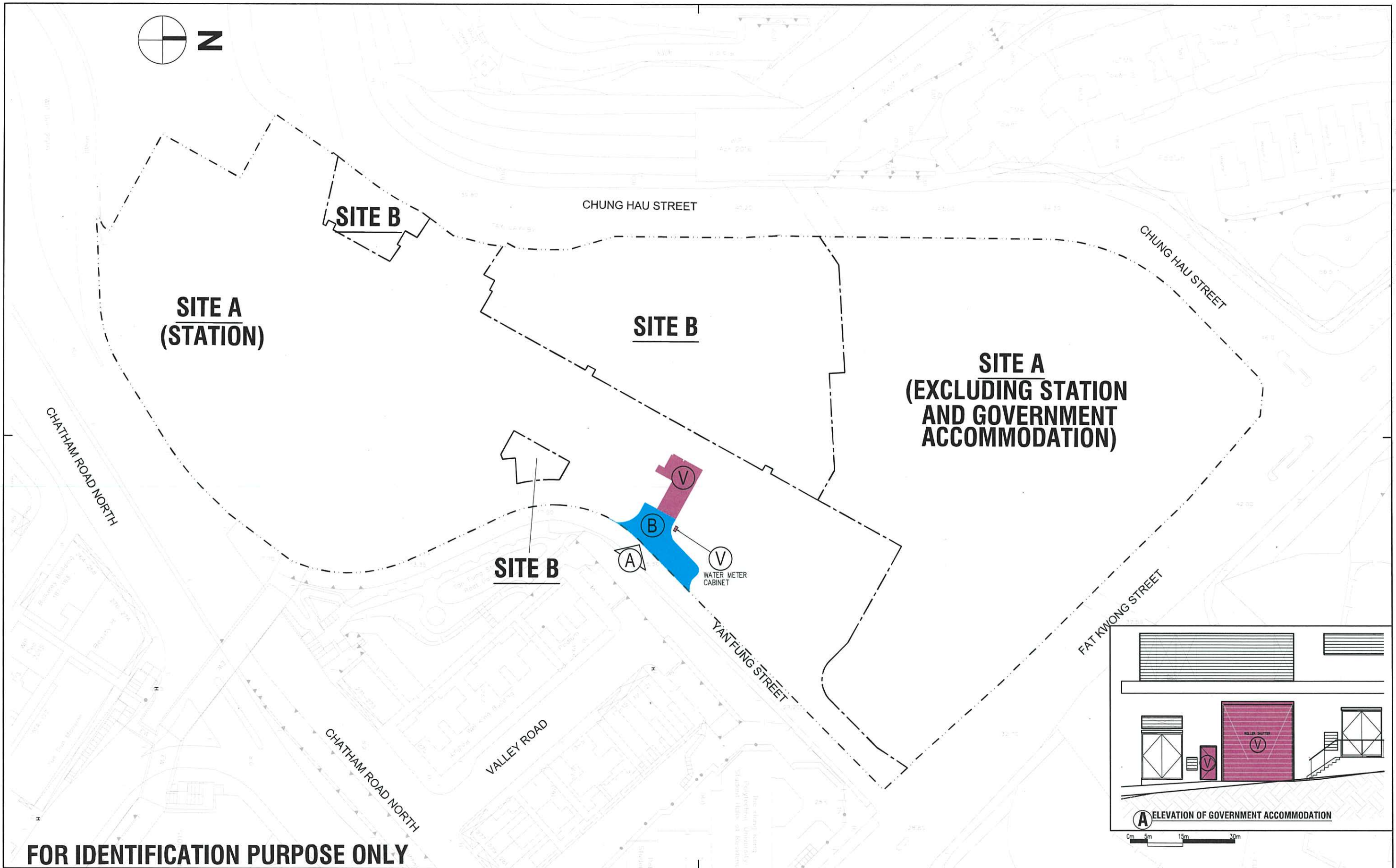
4. No Owner shall erect or make or permit or suffer to be erected or made on the Land any grave or columbarium, nor shall inter or deposit or permit or suffer to be interred or deposited any human remains or animal remains whether in earthen jars, cinerary urns or otherwise in or on the Land.

SIGNED SEALED and DELIVERED by)
)
)
duly authorised attorney(s) for and on behalf of)
MTR CORPORATION LIMITED 香港鐵路)
有限公司 in its capacity as registered owner of)
the Land and the Development (save and except)
the SCL Portion and the First Assigned)
Premises) whose signature(s) is/are verified)
by/in the presence of :-)




SEALED with the seal of KOWLOON-)
CANTON RAILWAY CORPORATION 九廣)
鐵路公司 in its capacity as the SCL Portion)
Owner by authority of the Managing Board and)
SIGNED by [*] in the presence of :-)
)

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

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



FOR IDENTIFICATION PURPOSE ONLY

- LEGEND:**
-  GOVERNMENT ACCOMMODATION
 -  RIGHT OF WAY FOR GOVERNMENT ACCOMMODATION
 -  LOT BOUNDARY
 -  BOUNDARY BETWEEN SITE B / SITE A (STATION) / SITE A (EXCLUDING STATION AND GOVERNMENT ACCOMMODATION)

RONALD LU & PARTNERS
 呂元祥建築師事務所

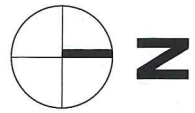
Project Title
**HO MAN TIN STATION
 PROPERTY
 DEVELOPMENT AT KIL. NO.
 11264, HO MAN TIN, KOWLOON**

Drawing Title
**PDMC PLAN
 LEVEL (+21.40 mPD)**

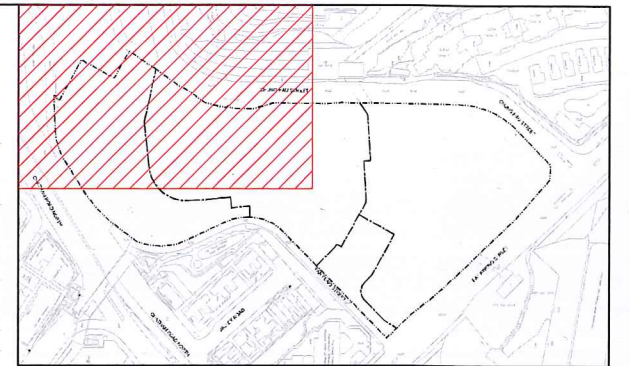
Project No. 17025KL
 Scale N.T.S. Issue Date 01 NOV 2021
 Drawing No. A / DMC / 00 (REV.C)

AP's Signature
 I HEREBY CERTIFY THE ACCURACY
 OF THIS PLAN.


CHEUNG Man-Ching, Anthony
 Authorized Person (Architect)



FOR IDENTIFICATION PURPOSE ONLY



KEY PLAN

WIP Dec 2015

Road

G

Y

Y

39.80

TAXI LAY-BY

CHUNG HAU STREET

**SITE A
(STATION)**

SITE B

CHAT

LEGEND :

- SLOPES AND RETAINING WALLS (WITHIN SITE A (EXCLUDING STATION AND GOVERNMENT ACCOMMODATION))
- SLOPES AND RETAINING WALLS (WITHIN SITE B)

- SLOPES AND RETAINING WALLS (WITHIN SITE A (STATION))
- GREEN HATCHED BLACK AREA

- LOT BOUNDARY
- BOUNDARY BETWEEN SITE B / SITE A (STATION) / SITE A (EXCLUDING STATION AND GOVERNMENT ACCOMMODATION)



呂元祥建築師事務所

Project Title
**HO MAN TIN STATION
 PROPERTY DEVELOPMENT**
 AT KIL. NO. 11264,
 HO MAN TIN, KOWLOON

Drawing Title
**SLOPE PLAN LEVEL
 (+32.20 mPD) (SHEET 1 OF 4)**

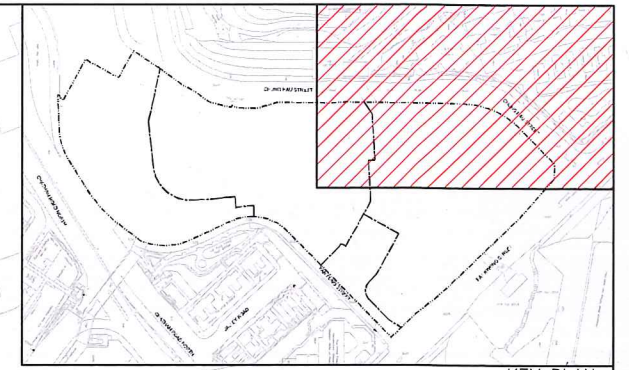
Project No. 17025KL.01
 Scale 1:500 Issue Date 20 OCT 2022
 Drawing No. A / DMC / MD-01 (Rev. B)

AP's Signature
 I HEREBY CERTIFY THAT THIS
 PLAN INCLUDES ALL THE
 SLOPES AND RETAINING WALLS
 WHICH THE OWNERS OF THE
 LOT AND THE DEVELOPMENT
 ARE REQUIRED TO MAINTAIN
 UNDER THE GOVERNMENT
 GRANT.

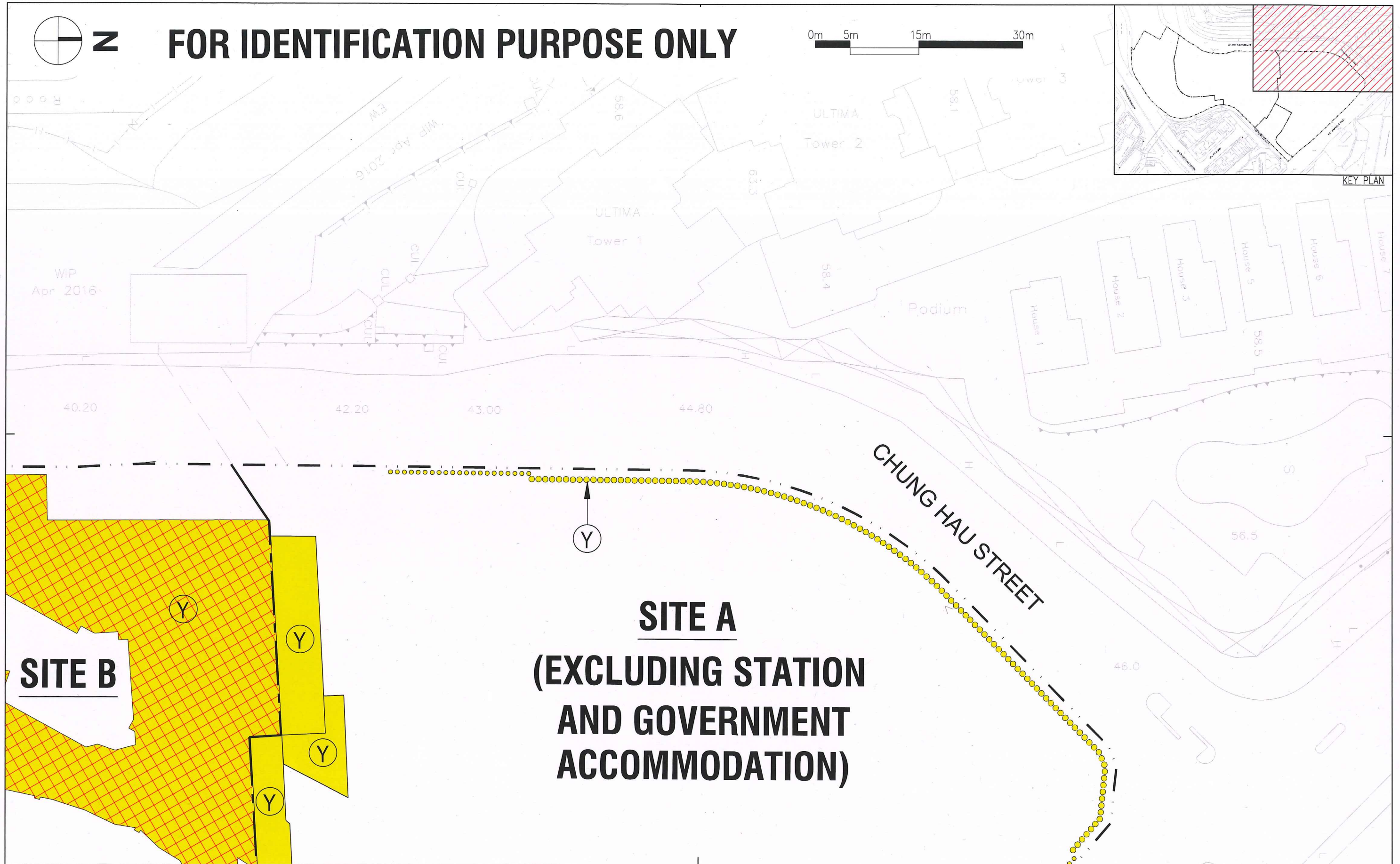
CHEUNG Man-Ching, Anthony
 Authorized Person (Architect)









FOR IDENTIFICATION PURPOSE ONLY



KEY PLAN



LEGEND :

-  SLOPES AND RETAINING WALLS (WITHIN SITE A (EXCLUDING STATION AND GOVERNMENT ACCOMMODATION))
-  SLOPES AND RETAINING WALLS (WITHIN SITE A (STATION))
-  LOT BOUNDARY
-  SLOPES AND RETAINING WALLS (WITHIN SITE B)
-  GREEN HATCHED BLACK AREA
-  BOUNDARY BETWEEN SITE B/ SITE A (STATION) / SITE A (EXCLUDING STATION AND GOVERNMENT ACCOMMODATION)



呂元祥建築師事務所

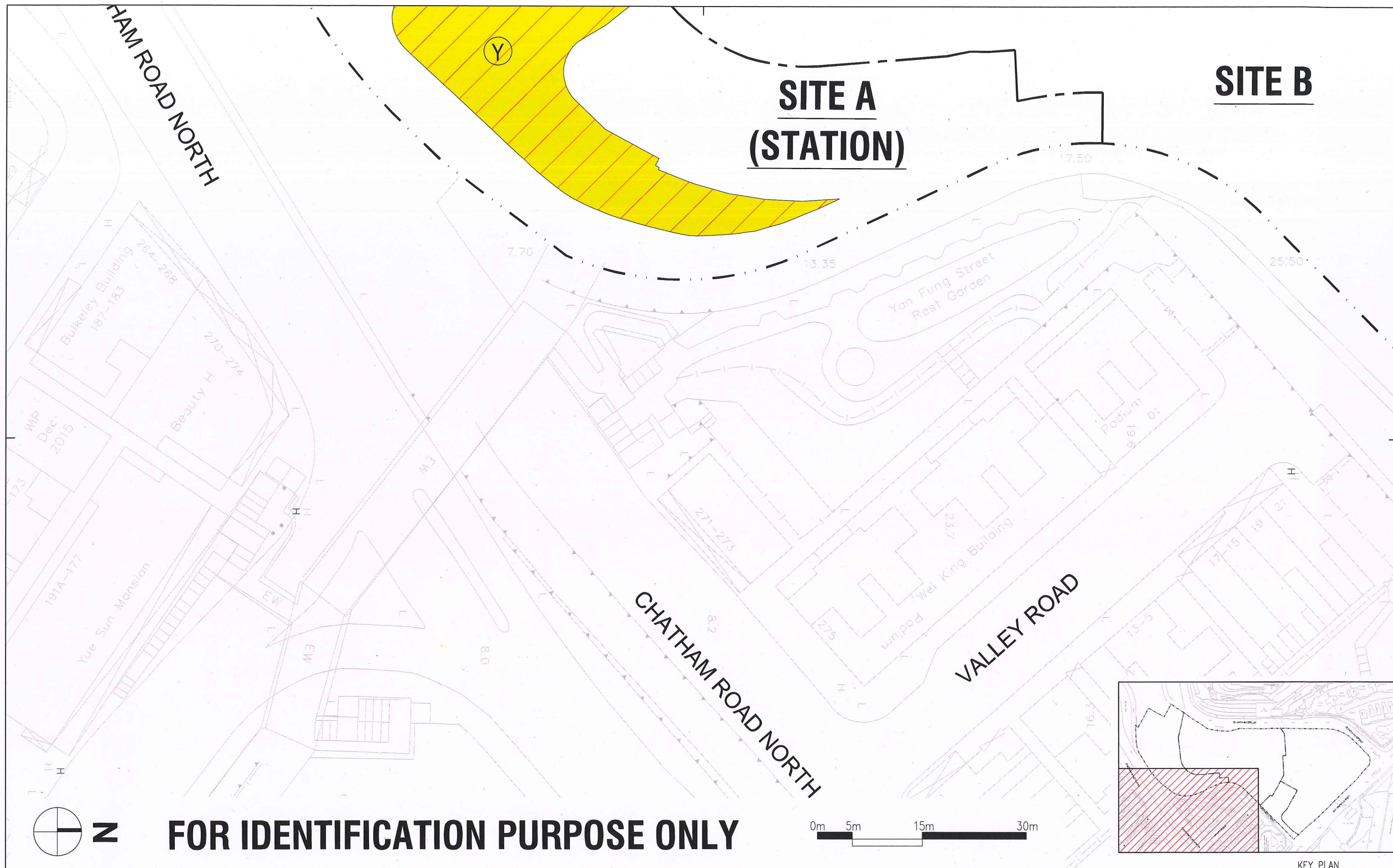
Project Title
**HO MAN TIN STATION
 PROPERTY DEVELOPMENT**
 AT KIL. NO. 11264,
 HO MAN TIN, KOWLOON

Drawing Title
 SLOPE PLAN LEVEL
 (+32.20 mPD) (SHEET 2 OF 4)

Project No. 17025KL.01
 Scale 1:500 Issue Date 20 OCT 2022
 Drawing No. A / DMC / MD-02 (Rev. C)

AP's Signature
 I HEREBY CERTIFY THAT THIS
 PLAN INCLUDES ALL THE
 SLOPES AND RETAINING WALLS
 WHICH THE OWNERS OF THE
 LOT AND THE DEVELOPMENT
 ARE REQUIRED TO MAINTAIN
 UNDER THE GOVERNMENT
 GRANT.


CHEUNG Man-Ching, Anthony
 Authorized Person (Architect)



FOR IDENTIFICATION PURPOSE ONLY



KEY PLAN

- LEGEND :**
- SLOPES AND RETAINING WALLS (WITHIN SITE A (EXCLUDING STATION AND GOVERNMENT ACCOMMODATION))
 - SLOPES AND RETAINING WALLS (WITHIN SITE A (STATION))
 - GREEN HATCHED BLACK AREA
 - LOT BOUNDARY
 - BOUNDARY BETWEEN SITE B/ SITE A (STATION) / SITE A (EXCLUDING STATION AND GOVERNMENT ACCOMMODATION)

RONALD LU & PARTNERS
 呂元祥建築師事務所

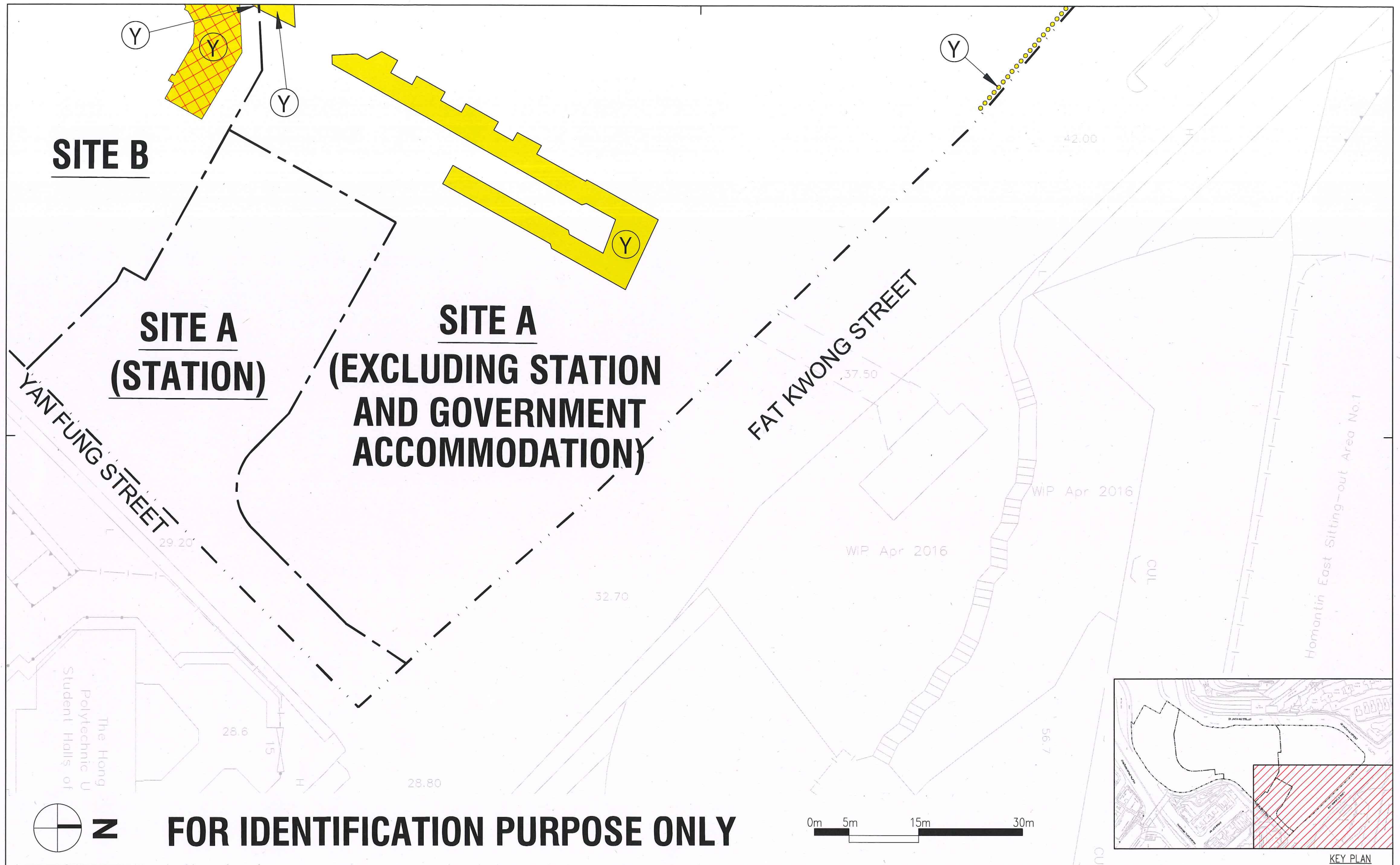
Project Title
**HO MAN TIN STATION
 PROPERTY DEVELOPMENT**
 AT KIL. NO. 11264,
 HO MAN TIN, KOWLOON

Drawing Title
 SLOPE PLAN LEVEL
 (+32.20 mPD) (SHEET 3 OF 4)

Project No. 17025KL.01
 Scale 1:500 Issue Date 20 OCT 2022
 Drawing No. A / DMC / MD-03 (Rev. A)

AP's Signature
 I HEREBY CERTIFY THAT THIS
 PLAN INCLUDES ALL THE
 SLOPES AND RETAINING WALLS
 WHICH THE OWNERS OF THE
 LOT AND THE DEVELOPMENT
 ARE REQUIRED TO MAINTAIN
 UNDER THE GOVERNMENT
 GRANT.

CHEUNG Man-Ching, Anthony
 Authorized Person (Architect)



FOR IDENTIFICATION PURPOSE ONLY

- LEGEND :**
-  SLOPES AND RETAINING WALLS (WITHIN SITE A (EXCLUDING STATION AND GOVERNMENT ACCOMMODATION))
 -  SLOPES AND RETAINING WALLS (WITHIN SITE A (STATION))
 -  GREEN HATCHED BLACK AREA
 -  LOT BOUNDARY
 -  BOUNDARY BETWEEN SITE B/ SITE A (STATION) / SITE A (EXCLUDING STATION AND GOVERNMENT ACCOMMODATION)

RONALD LU & PARTNERS
 呂元祥建築師事務所

Project Title
**HO MAN TIN STATION
 PROPERTY DEVELOPMENT**
 AT KIL. NO. 11264,
 HO MAN TIN, KOWLOON

Drawing Title
**SLOPE PLAN LEVEL
 (+32.20 mPD) (SHEET 4 OF 4)**

Project No. 17025KL.01
 Scale 1:500 Issue Date 20 OCT 2022
 Drawing No. A / DMC / MD-04 (Rev. B)

AP's Signature
 I HEREBY CERTIFY THAT THIS
 PLAN INCLUDES ALL THE
 SLOPES AND RETAINING WALLS
 WHICH THE OWNERS OF THE
 LOT AND THE DEVELOPMENT
 ARE REQUIRED TO MAINTAIN
 UNDER THE GOVERNMENT
 GRANT.

CHEUNG ManChing, Anthony
 Authorized Person (Architect)

