

Dated the _____ day of _____

LIGHT TIME INVESTMENTS LIMITED
as the First Owner

and

[_____]
as the First Assignee

and

[_____]
as the DMC Manager

PRINCIPAL DEED OF MUTUAL COVENANT

AND

MANAGEMENT AGREEMENT

in respect of

**THE REMAINING PORTION OF TAI PO TOWN LOT.
253**



TCTW/PSYC/AFK/17543354

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the purpose of defining and regulating the rights, interests and obligations of the **Owners** (as hereinafter defined) in respect thereof and to provide for apportionment of the expenses of such management, maintenance, repair, renovation, insurance and service to be borne by the Owners.

- (G) The Director of Lands has given its approval to this Deed in accordance with Special Condition No. (24)(a) of the Government Grant.

NOW THIS DEED WITNESSETH as follows:-

SECTION 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

“Area for Air-conditioning”

means the air-conditioner platform (complying with the criteria set out in Appendix B of the Code of Practice on Access for External Maintenance 2021 or as amended or substituted from time to time) combined with balconies or utility platforms of a Residential Unit of any Other Phase(s) as identified on the plans annexed to the Sub-Deed(s) of the relevant Other Phase(s);

“Accessible Commercial Car Parking Space”

means any of the accessible Commercial Car Parking Spaces as provided under Special Condition (30)(c)(i) of the Government Grant which are intended for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation;

“Accessible Residential Car Parking Space”

means any of the parking spaces as required under Special Condition No. (30)(c)(i) of the Government Grant and intended for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation which, in so far as they are within the PDMC Phase, are located on the Lower Ground Floor and G1 Floor and for the purposes of identification only shown coloured Red and marked with “a” on the DMC Plans (drawing nos. DMC-P-02-1, DMC-P-02-3, DMC-P-02-4, DMC-P-03-3 and DMC-P-03-4);

“Accessible Visitor Parking Space”

means any of the accessible Visitor Parking Spaces as provided under Special Condition (30)(c)(i) of the Government Grant which are intended for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation which, in so far as they are within the PDMC Phase, are located on the Basement 1 Floor and for the purposes of identification only shown coloured Red and marked with “g” on the DMC Plans (drawing nos. DMC-P-01-1 and DMC-P-01-2);

“Adjacent Land”

means all that piece or parcel of land registered in the Land Registry as Section A of Tai Po Town Lot No. 253;

“Adjacent Land Manager”

means the estate manager of the development erected or to be erected on the Adjacent Land appointed under or pursuant to the provisions of the principal deed of mutual covenant and management agreement in respect of the Adjacent Land from time to

time;

“Adjacent Recreational Areas and Facilities”

means the recreational areas and facilities ancillary thereto constructed or to be constructed within the Adjacent Land as referred to in Special Condition No. (16)(a)(i) of the Government Grant, which are to be defined in the principal deed of mutual covenant and management agreement in respect of the Adjacent Land as referred to in the Deed of Mutual Grant;

“Adjoining Lots”

means all those pieces or parcels of land now known and registered in the Land Registry as Lot Nos. 749, 1122, 1484, the Remaining Portion of Section C of Lot No. 1435, the Remaining Portion of Sub-Section 5 of Section A of Lot No. 1434, Section A.H. of Lot No. 1408 and the Remaining Portion of Section D of Lot No. 1435 all in Demarcation District No. 165 and such other pieces or parcels of land as the Director of Lands may from time to time specify and referred to as “the Adjoining Lots” in Special Condition No. (57)(a) of the Government Grant;

“Approved AMR Outstations”

means any outstation or outstations together with facilities and associated equipment for automatic meter reading for fresh water supplies installed or to be installed on the Land in accordance with Special Condition No. (52) of the Government Grant;

“Approved Master Layout Plans”

means the Master Layout Plans under Planning Applications Nos. A/NE-SSH/120 and A/NE-SSH/120-1 as approved by the Town Planning Board on the 18th day of January 2019 and the 14th day of October 2020 respectively referred to under Special Condition No. (12)(f)(i) of the Government Grant and including any amendments, variation, alteration, modification or substitution thereto approved by the Director of Lands;

“Authorized Person”

means CHAN Wan Ming of P&T Architects Limited, and any other replacement authorized person as defined in section 2 of the Buildings Ordinance (Cap. 123) for the time being appointed by the First Owner;

“Bicycle Parking Space”

means any of the parking spaces as required under Special Condition No. (30)(e) of the Government Grant and intended for the parking of bicycles which, in so far as they are within the PDMC Phase, are located on the Basement 1 Floor and for the purposes of identification only shown coloured Red and marked with “b” on the DMC Plans (drawing no. DMC-P-01-2);

“Building Management Ordinance”

means the Building Management Ordinance (Cap. 344);

“Building Plans”

means the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority under reference no. BD2/9071/14 and includes any amendment thereto as approved by the Building Authority;

“Car Parking Space for the Kindergarten/Nursery”

means any of the parking spaces as provided under Special Condition No. (30)(b)(i)(II) of the Government Grant and intended for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending

legislation;

“Carpark”

means such spaces or areas provided or to be provided within the Land the use of which is or will be set aside or reserved for the parking of private cars, motor vehicles and motor cycles belonging to the residents of the Residential Accommodation and their bona fide guests, visitors or invitees and loading and unloading of good vehicles in connection with the Residential Accommodation or any part thereof, including but not limited to the Residential Car Parking Spaces, the Residential Motor Cycle Parking Spaces, the Residential Loading and Unloading Spaces, the Visitor Parking Spaces, the Recreational Areas and Facilities Car Parking Spaces, the Accessible Residential Car Parking Spaces and the Residential Carpark Common Areas and Facilities but, for the avoidance of doubt, excluding any part of the Commercial Accommodation;

“Carpark Rules”

means the rules and regulations as the Manager may from time to time make or implement (with the approval of the Owners’ Committee, if and when it is formed) governing the Carpark;

“Certificate of Compliance”

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

“Club Rules”

means such rules and regulations as the Manager may from time to time make or implement (with the approval of the Owners’ Committee, if and when it is formed) with specific application to the Recreational Areas and Facilities and the use and enjoyment thereof;

“Commercial Accommodation”

means such parts of the Development within Phase 1A(1) constructed for use as shops, commercial, retail or other non-industrial (excluding private residential, godown, hotel, office and petrol filling station) purposes in accordance with the Building Plans including the external walls thereof, signages, ramps, pavements, driveways, circulation areas, outdoor spaces, the Surface, the Commercial Car Parking Spaces, the Commercial Motor Cycle Parking Spaces, the Commercial Loading and Unloading Spaces, the Kindergarten/Nursery, the Car Parking Spaces for the Kindergarten/Nursery, the Lay-bys for the Kindergarten/Nursery and the School Bus Lay-bys for the Kindergarten/Nursery which are (in so far as they are capable of being identified and shown on plans) for the purposes of identification only shown coloured Orange and Red dotted lines on the DMC Plans;

“Commercial Car Parking Space”

means any of the parking spaces as provided under Special Condition No. (30)(b)(i)(I) of the Government Grant and intended for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation including the Accessible Commercial Car Parking Spaces;

“Commercial Loading and Unloading Space”

means any of the loading and unloading spaces as required under Special Condition No. (31)(b)(i)(II) of the Government Grant and intended for the loading and unloading of goods vehicles in connection with the Commercial Accommodation or any part thereof;

“Commercial Motor Cycle Parking Space”

means any of the parking spaces as provided under Special Condition No. (30)(d)(i)(II) of the Government Grant and intended for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation;

“Common Areas and Facilities”

means collectively the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Carpark Common Areas and Facilities and all those parts and such of the facilities of the Development designated as common areas and facilities in any Sub-Deed(s);

“Common Areas and Facilities within the PDMC Phase”

means those parts of the Common Areas and Facilities within Phase 1A(1) and Phase 1A(2) as at the date of this Deed;

“Common EV Facilities”

means all such facilities for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and such facilities shall include but not limited to such wires, cables, ducts, trunking, electric meters, base boxes, socket outlet, locks, covers and other security and/or protective devices, charging station, payment devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose and which are intended for the common use and benefit of the Parking Spaces;

“Consent to Assign”

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

“Curtain Wall”

means the curtain wall (including vision panels thereon) forming part of the external wall of the Residential Units and the Residential Accommodation;

“Deed of Mutual Grant”

means the Deed of Mutual Grant of Easement referred to in Recital (C) to be entered into immediately after the execution of this Deed and to be dated the same date of this Deed and as the same may be extended, modified, amended, varied, renewed or supplemented from time to time;

“Development”

means the whole of the development constructed or in the course of construction on the Land in accordance with the Government Grant, the Building Plans, the Approved Master Layout Plans and the Landscape Master Plan and known as “SAI SHA RESIDENCES (西沙灣發展項目)”;

“Development Common Areas and Facilities”

means and includes:-

- (a) in so far as they are within the PDMC Phase:-
 - (i) those parts of the PDMC Phase which are intended for common use

and benefit of the Development including but not limited to the external walls, the Greenery Areas with Common Access (in so far as the same are within the Development Common Areas and Facilities) and common access thereto, the Transport Interchange, the Existing Paths and Tracks, air ducts, passages, entrances, walkways, stairways, landings, platforms, boundary fence walls, lobbies, driveways, roadways and pavements, ramps, circulation and manoeuvring spaces, covered landscape areas (for the purpose of identification only shown coloured Green Hatched Brown), drainage connection, electrical rooms, extra low voltage rooms, fire services control rooms, fire services water pump rooms, fan rooms, fuel tank rooms, generator rooms, main switch rooms, master water meter rooms, owner's corporation office (for the purpose of identification only marked "Owner's Corporation Office" on the DMC Plans), pipe ducts, refuse collection & material recovery chamber, refuse rooms, sprinkler pump rooms, street fire hydrant pump room, telecommunication broadcasting equipment rooms, town gas kiosks, transformer rooms, store rooms, landscaped areas, planters and such of the drains, channels, water mains, sewers, wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Land through which fresh or salt water, sewage, gas, telephone, electricity and other services are supplied to the Development, trees, shrubs and other plants and vegetation, lamp posts and other lighting facilities, fire prevention and fighting equipment and apparatus, riser ducts, sewage pump rooms, sewage water tanks, security systems and apparatus, the space for refuse collection vehicles, ventilation system and any other mechanical systems, devices or facilities installed or provided in the Development intended for common use and benefit of the Development;

(ii) to the extent not specifically provided in sub-paragraph (i) above, such other parts of the PDMC Phase:-

(A) covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance; and/or

(B) fall within the categories as specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance;

which are (in so far as they are capable of being identified and shown on plans) for the purposes of identification only shown coloured Green, Green Hatched Brown, Green Hatched Indigo and Green Edged Indigo on the DMC Plans; and

(b) such other areas, apparatus, devices, systems and facilities of and in the Land and the Development as may from time to time be designated as the Development Common Areas and Facilities in accordance with this Deed or any Sub-Deed(s)

but excluding:-

(i) the Residential Common Areas and Facilities and the Residential Carpark Common Areas and Facilities; and

- (ii) such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner;

“DMC Plans”

means the plans certified as to their accuracy by the Authorized Person annexed to this Deed for identifying various parts of the Development (including without limitation the Common Areas and Facilities);

“Existing Graves”

means any graves, “Kam Taps (金塔)” and the like near or on the Land, the Green Areas or the Edged Pecked Green Areas (as defined in Special Condition No. (53)(a) of the Government Grant) referred to as “the Existing Graves” in Special Condition No. (55)(a) of the Government Grant;

“Existing Paths and Tracks”

means the existing paths and tracks within portion of the Land as shown coloured pink hatched red on PLAN I annexed to the Government Grant and referred to as “the Existing Paths and Tracks” in Special Condition No. (56)(a) of the Government Grant which in so far as they are within the PDMC Phase are for the purposes of identification only shown coloured Green Hatched Indigo on the DMC Plans;

“Fire Safety Management Plan”

means the fire safety management plan and measures relating to the Residential Units with open kitchen required to be implemented by the Buildings Department and Fire Services Department and set out in the Fifth Schedule hereto and any addition or variation thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department or any other relevant government authority;

“First Owner’s Premises”

means any part or parts of the Land and the Development owned by the First Owner the sole and exclusive right to the use enjoyment and occupation of which have not been assigned or otherwise disposed of to an Owner or the Manager;

“Government”

means the Government of Hong Kong;

“Government Grant”

means the Agreement and Conditions of Exchange registered in the Land Registry as New Grant No. 22938 as varied and/or modified by a Modification Letter dated 8 May 2023 and registered in the Land Registry by Memorial No. 23052200530015, and as the same may be extended, modified, amended, varied, renewed or supplemented from time to time;

“Government Water Mains”

means the existing fresh water trunk mains running upon, over, under or adjacent to the Green Areas including but not limited to the fresh water trunk mains as indicated by blue line, pecked blue line and orange lines shown on PLAN I annexed to the Government Grant and referred to as “the Government Water Mains” in Special Condition No. (54)(a) of the Government Grant;

“Green Areas”

means the portions of future public roads, public parking areas, footpath and cycle path

referred to as “the Green Areas” in Special Condition No. (5)(a)(i)(I) of the Government Grant and shown coloured green on PLAN I annexed thereto together with such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads, parking spaces, noise barriers or such other structures provided or to be provided therein referred to as “the Structures” in Special Condition No. (5)(a)(i)(II) of the Government Grant;

“Greenery Areas with Common Access”

means the greenery areas and vertical green in the Development as provided under Special Condition No. (13)(c) of the Government Grant with common access thereto, which in so far as they are within the PDMC Phase as at the date of this Deed are for the purposes of identification only shown coloured Brown for the greenery areas on the DMC Plans as may from time to time be amended, varied, altered, modified or substituted in accordance with the Government Grant;

“Hong Kong”

means the Hong Kong Special Administrative Region of the People’s Republic of China;

“House Rules”

means the rules supplemental to this Deed governing the Development or any part or parts thereof from time to time in force made pursuant to this Deed and including without limitation the Club Rules and Carpark Rules;

“Joint Land Services”

means such services, activities and events provided, organized, arranged or delivered by the Manager in conjunction or in collaboration with the Adjacent Land Manager for the joint use, benefit and enjoyment of the residents of the Residential Accommodation and the residents of the residential accommodation of the Adjacent Land and their respective bona fide visitors;

“Kindergarten/Nursery”

means the kindergarten/nursery referred to in Special Condition No. (43) of the Government Grant constructed and provided within the Commercial Accommodation;

“Kitchen Wall”

means the full height wall having an fire resistance rating of not less than -/30/30 (if any) adjacent to the exit door of a Residential Unit with open kitchen which is shown and coloured Violet on the DMC Plans;

“Land”

means all that piece or parcel of land registered in the Land Registry as The Remaining Portion of Tai Po Town Lot No. 253;

“Landscape Master Plan”

means the landscape master plan containing information on the landscape works for the Land and including any amendments, variation, alteration, modification or substitution thereto approved by the Director of Planning pursuant to Special Condition No. (18)(a) of the Government Grant;

“Lay-by for the Kindergarten/Nursery”

means any of the lay-bys as provided under Special Condition No. (31)(b)(ii) of the Government Grant and intended for the picking up and setting down of passengers from taxis and private cars for the Kindergarten/Nursery;

“Manager”

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

“Noise Mitigation Measures”

means the noise mitigation measures (if any) forming part of the Residential Units and the Common Areas and Facilities, the location of which to be set out in the relevant Sub-Deed(s) of the Other Phase(s), as approved by the Director of Environmental Protection and any subsequent amendments thereof (if any) approved by the Director of Environmental Protection.

“Non-enclosed Areas”

means collectively:-

- (a) the balconies of the Residential Units which are for the purposes of identification only shown coloured Light Indigo on the DMC Plans or on the plans annexed to the Sub-Deed(s) and the covered areas underneath the said balconies;
- (b) the utility platforms of the Residential Units which are for the purposes of identification only shown coloured Light Yellow on the DMC Plans or on the plans annexed to the Sub-Deed(s) and the covered areas underneath the said utility platforms; and
- (c) the Area for Air-conditioning and the covered areas underneath such Area for Air-conditioning as identified on the plans annexed to the Sub-Deed(s) of the Other Phase(s).

“Occupation Permit”

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

“Other Phase(s)”

means other phase(s) of the Development as demarcated in the Building Plans which is for the purposes of identification only shown coloured Grey on the DMC Plans;

“Owner”

means each person in whom for the time being any Undivided Share is vested and appears from the records at the Land Registry to be the owner of such Undivided Share and every joint tenant or tenant in common of any Undivided Share, and (where any Undivided Share has been assigned or charged by way of mortgage or charge) includes both the mortgagor or chargor, and the mortgagee or chargee in possession of or having foreclosed such Undivided Share PROVIDED THAT (subject to the provisions of the mortgage or charge) the voting rights attached to such Undivided Share by the provisions of this Deed is exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed or has appointed a receiver to manage such Undivided Share;

“Owners’ Committee”

means a committee of the Owners of the Development established under the provisions of this Deed;

“Owners’ Corporation”

means the corporation of the Owners incorporated under section 8 of the Building Management Ordinance;

“Parking Space”

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

“Party Wall”

means an internal non-structural wall which divides two Residential Units;

“PDMC Phase”

means Phase 1A(1) and Phase 1A(2);

“Phase”

means any phase(s) of the Development as demarcated in the Building Plans;

“Phase 1A(1)”

means Phase 1A(1) of the Development as demarcated in the Building Plans comprising 431 Residential Car Parking Spaces, 54 Residential Motor Cycle Parking Spaces, the Commercial Accommodation and the Common Areas and Facilities within Phase 1A(1);

“Phase 1A(2)”

means Phase 1A(2) of the Development as demarcated in the Building Plans comprising Aqua Avenue Tower 1, Aqua Avenue Tower 2, Aqua Avenue Tower 3, Aqua Avenue Tower 5, podium floors, 781 Residential Units and the Common Areas and Facilities within Phase 1A(2);

“Pink Hatched Black Area”

means such portions of the Land shown coloured pink hatched black within “Site B” on PLAN I annexed to the Government Grant and referred to as “the Pink Hatched Black Areas” in Special Condition No. (14)(a) of the Government Grant;

“Public Toilet”

means the public toilet to be provided and constructed within the Green Areas referred to as “the Public Toilet” in Special Condition No. (9)(g)(i)(II) of the Government Grant;

“Pumping Stations”

means the two sewage pumping stations to be provided and constructed on or outside the Green Areas referred to as “the Pumping Stations” in Special Condition No. (5)(a)(ii) of the Government Grant;

“Recreational Areas and Facilities”

means and includes such recreational areas and facilities and other landscaped areas, gardens, planters, lawns and such other recreational areas and facilities as are now constructed or from time to time to be constructed by the First Owner in the Development and designed for such purposes as may be designated by the First Owner as referred to in Special Condition No. (16)(a)(ii) of the Government Grant and which are intended for the common use and benefit of the residents of the Residential Accommodation and their bona fide visitors and the residents of the residential accommodation of the Adjacent Land and their bona fide visitors, which in so far as they are within the PDMC Phase as at the date of this Deed are (in so far as they are capable of being identified and shown on plans) for the purposes of identification only

shown coloured Red Cross-Hatched Black on the DMC Plans;

“Recreational Areas and Facilities Car Parking Space”

means any of the parking spaces as required under Special Condition No. (30)(b)(i)(III) of the Government Grant and intended for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation for the Recreational Areas and Facilities which, in so far as they are within the PDMC Phase, are located on the Lower Ground Floor and for the purposes of identification only shown coloured Red Cross-Hatched Indigo and marked with “c” on the DMC Plans (drawing no. DMC-P-02-1);

“Recreational Areas and Facilities Loading and Unloading Space”

means the loading and unloading space as required under Special Condition No. (31)(b)(i)(III) of the Government Grant for the Recreational Areas and Facilities which is located on the Lower Ground Floor and for the purposes of identification only shown coloured Red and marked with “d” on the DMC Plans (drawing nos. DMC-P-02-1 and DMC-P-02-3);

“Refuse Collection Point”

means the refuse collection point to be provided and constructed within the Green Areas referred to as “the Refuse Collection Point” in Special Condition No. (9)(g)(i)(I) of the Government Grant;

“Residential Accommodation”

means such part of the Development constructed or to be constructed for residential purposes in accordance with the Building Plans;

“Residential Car Parking Space”

means any of the parking spaces as required under Special Condition No. (30)(a)(i) of the Government Grant and intended for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation which, in so far as they are within the PDMC Phase, are located on the Basement 1 Floor and Lower Ground Floor and (in so far as they are capable of being shown on plans) for the purposes of identification only shown on the DMC Plans (drawing nos. DMC-P-01 and DMC-P-02);

“Residential Carpark Common Areas and Facilities”

means and includes:-

- (a) in so far as they are within the PDMC Phase:-
 - (i) the Common EV Facilities, all the driveways, passages, corridors, ramps, staircases, lifts, lift shafts within the PDMC Phase which are intended for the common use and benefit of the Carpark as a whole;
 - (ii) such other areas, apparatus, devices, systems and facilities of and in the Development and within the PDMC Phase intended for the common use and benefit of the Carpark as a whole, and
 - (iii) to the extent not specifically provided in sub-paragraphs (i) and (ii) above, such other parts of the PDMC Phase:-
 - (A) covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance; and/or

- (B) fall within the categories as specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance;

which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Yellow on the DMC Plans; and

- (b) such other areas, apparatus, devices, systems and facilities of and in the Land and the Development as may from time to time be designated as the Residential Carpark Common Areas and Facilities in accordance with this Deed or any Sub-Deed(s)

but excluding:-

- (i) the Development Common Areas and Facilities and the Residential Common Areas and Facilities; and
- (ii) such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner;

“Residential Common Areas and Facilities”

means and includes:-

- (a) in so far as they are within the PDMC Phase:-
 - (i) the Curtain Wall (excluding all windows forming part of the Residential Units), external walls (including non-structural prefabricated external walls which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown in Indigo dotted lines and marked “Non-structural Prefabricated External Wall” on the DMC Plans), external wall finishes, glass parapet walls, architectural features, top of canopies of balconies, top of canopies of utility platforms and surfaces of the Residential Accommodation;
 - (ii) the Accessible Residential Car Parking Spaces, the Bicycle Parking Spaces, the Greenery Areas with Common Access (in so far as the same are within the Residential Common Areas and Facilities) and common access thereto, the Recreational Areas and Facilities, the Recreational Areas and Facilities Car Parking Spaces, the Residential Loading and Unloading Spaces, the Visitor Parking Spaces, the air-conditioner platforms, cast-in anchors for anchoring of fall-arresting-devices by workers, covered landscape areas (for the purpose of identification only shown coloured Red Hatched Brown), covered walkway (for the purpose of identification only shown coloured Red Hatched Indigo) and such of the passages, common corridors and lift lobbies, entrances, landings, entrance lobbies, trellis (for the purpose of identification only shown coloured Red Hatched Green), AMR rooms, caretakers' offices, guard houses (for the purpose of identification only marked “Guard House” on the DMC Plans), hose reels, management offices (for the purpose of identification only marked “Management Office” on the DMC Plans), store rooms, structural walls, stairways, communal television and radio aerial

systems for reception of television and radio broadcast, telecommunications and broadcasting distribution networks, areas for the installation or use of aerial broadcast distribution or telecommunications network facilities, electrical cabinet, electrical ducts, electrical rooms, electrical meter cabinet, extra low voltage ducts, emergency generator rooms, fire services & sprinkler pump room, fire services pipe ducts, fire services water tank rooms, fireman's lift lobbies, fan rooms, filtration plants rooms, flushing water tank, lavatories for watchman and management staff, pipe ducts (P.D.), potable water tank, potable and flushing water pump room, refuse storage and material recovery rooms, fire service control valve rooms, sprinkler pump rooms, sprinkler water tank rooms, switch rooms, drencher transfer water tank, telecommunication broadcasting equipment rooms, lift machine rooms, transformer rooms, water meter cabinet, wider common corridors and lift lobbies (for the purpose of identification only marked "Wider Common Corridors and Lift Lobbies" on the DMC Plans and shown coloured Red Hatched Black), common flat roofs, top roof, roofs and flat roofs not forming parts of Residential Units, and such of the lifts, lift shafts, firemen's lifts, lighting, drains, channels, sewers, flushing and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or flushing water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system, permanent artificial lighting at staircases, the backup automatic activated emergency lighting system, environmentally friendly system and features and the plant room, pipe ducts/air ducts for environmentally friendly system and features (including without limitation the rainwater harvesting system plant room) (for the purpose of identification only shown coloured Red Cross-Hatched Green) and access and working spaces for external drainage pipes; and

- (iii) such other areas, apparatus, devices, systems and facilities of and in the Residential Accommodation within the PDMC Phase intended for the common use and benefit of the Owners, residents or tenants of the Residential Accommodation and their bona fide guests, visitors or invitees,
- (iv) to the extent not specifically provided in sub-paragraphs (i) to (iii) above, such other parts of the PDMC Phase:-
 - (A) covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance; and/or
 - (B) fall within the categories as specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance;

which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Red, Red Hatched Black, Red

Cross-Hatched Black, Red Hatched Brown, Red Hatched Green, Red Hatched Indigo, Red Cross-Hatched Green, Red Cross-Hatched Indigo and Indigo dotted lines on the DMC Plans; and

- (b) such other areas, apparatus, devices, systems and facilities of and in the Land and the Development as may from time to time be designated as the Residential Common Areas and Facilities in accordance with this Deed or any Sub-Deed(s)

but excluding:-

- (i) the Development Common Areas and Facilities and the Residential Carpark Common Areas and Facilities; and
- (ii) such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner;

“Residential Loading and Unloading Space”

means any of the loading and unloading spaces as required under Special Condition No. (31)(b)(i)(I) of the Government Grant and intended for the loading and unloading of goods vehicles in connection with the Residential Accommodation or any part thereof which, in so far as they are within the PDMC Phase, are located on the Lower Ground Floor and G1 Floor and for the purposes of identification only shown coloured Red and marked with “e” on the DMC Plans (drawing nos. DMC-P-02-1 and DMC-P-02-3, DMC-P-02-4, DMC-P-03-1, DMC-P-03-3 and DMC-P-03-4) and the Recreational Areas and Facilities Loading and Unloading Space;

“Residential Motor Cycle Parking Space”

means any of the parking spaces as required under Special Condition No. (30)(d)(i)(I) of the Government Grant and intended for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation;

“Residential Tower”

means any of the towers in the Residential Accommodation;

“Residential Unit”

means a unit (including, inter alia, (if any) windows, balcony, utility platform, Area for Air-conditioning, flat roof, roof, garden, stairhood and Noise Mitigation Measures forming part of the Residential Unit) in the Residential Accommodation to which Undivided Shares have been or will be allocated;

“Rising Main System (Outside the Land)”

means such parts of (i) the private sewer system and referred to as “the Private Sewer” in Special Condition No. (51)(c) of the Government Grant (as may be diverted in accordance with Special Condition No. (51)(f)(i) of the Government Grant), (ii) the associated facilities to intercept and convey into the Government sewers all foul-water or soil-water generated in connection with the use of the Land (as may be diverted in accordance with Special Condition No. (51)(f)(i) of the Government Grant) and (iii) such sewers, drains, culverts, manholes with covers, access and other structures as the Director at his sole discretion may require and referred to as “the new sewer” in Special Condition No. (51)(f)(i) of the Government Grant constructed or to be constructed on, in, under or passing through the Government land (including the Green Areas), which are located outside the Land and the Development. The Rising Main System (Outside

the Land) constructed as at the date of this Deed is (in so far as it is capable of being identified and shown on plans) for the purposes of identification only shown Indigo on the DMC Plans;

“Road Traffic Ordinance”

means Road Traffic Ordinance (Cap. 374);

“School Bus Lay-by for the Kindergarten/Nursery”

means any of the lay-bys as provided under Special Condition No. (31)(b)(iii) of the Government Grant and intended for the picking up and setting down of passengers from school buses for the Kindergarten/Nursery;

“Shuttle Bus Service”

means the shuttle bus service operated between the Development and such destinations (including, inter alia, the Adjacent Land) as the Manager shall deem appropriate;

“Site C”

means all that piece or parcel of land as defined in Special Condition No. (10)(b) of the Conditions of Exchange registered in the Land Registry as New Grant No. 22545 (before the execution of the Site C Modification Letter) as “Site C” which was subsequently carved out as The Remaining Portion of Tai Po Town Lot No. 157 by a Deed Poll dated 22 May 2020 and registered in the Land Registry by Memorial No. 20052902090056 (“the said TPTL 157RP”), and the said TPTL 157RP, being “The Remaining Portion of Tai Po Town Lot No. 157” as referred to in Special Condition No. (8)(a)(v) of the Government Grant and in the Site C Modification Letter, was subsequently sub-divided into three pieces or parcels of land registered in the Land Registry now known as Section C of Tai Po Town Lot No. 157, Section D of Tai Po Town Lot No. 157 and The Remaining Portion of Tai Po Town Lot No. 157 by a Deed Poll dated 2 August 2022 and registered in the Land Registry by Memorial No. 22080902140201;

“Site C Electricity Substation”

means the electricity substation to accommodate electrical and mechanical facilities constructed and erected or to be constructed and erected within Site C by the grantee of Site C in accordance with Special Condition No. (84) of the Site C Government Grant which supports the provision of electricity supply by CLP Power Hong Kong Limited to Site C, the Land and the Adjacent Land;

“Site C Government Grant”

means the Conditions of Exchange registered in the Land Registry as New Grant No. 22545 as varied and/or modified by the Site C Modification Letter, and as the same may be extended, modified, amended, varied, renewed or supplemented from time to time;

“Site C Modification Letter”

means a Modification Letter dated the 21st day of October 2021 and registered in the Land registry by Memorial No. 21102601370012;

“Slope Maintenance Manual”

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

“Slopes and Retaining Walls”

means all slopes, slope treatment works, retaining walls and other structures within or

outside the Land as required by Special Condition No. (46)(a) of the Government Grant to be maintained by the Owners which are for the purposes of identification only shown coloured Magenta on the slope and retaining wall plan(s) of a scale of not less than 1:500 certified by the Authorized Person and annexed hereto;

“Special Fund”

means a special fund to be set up by the Manager pursuant to the provisions of this Deed for expenditure in relation to the management of the Development of a capital and non-recurring nature for the purpose of paragraph 4 of Schedule 7 to the Building Management Ordinance;

“Sub-Deed”

means a Sub-Deed of Mutual Covenant to be entered into between the First Owner and another co-owner or owners of the Development setting forth the rights and obligations of any component part of the Development and “**Sub-Deeds**” shall be construed accordingly;

“Surface”

means the surface of such (i) walls, (ii) columns, and (iii) slabs of the Development which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown in Red dotted lines and marked “Surface” on the DMC Plans (drawing nos. DMC-P-01, DMC-P-01-2, DMC-P-02 and DMC-P-02-3);

“Transport Interchange”

means the transport facilities including but not limited to taxi lay-by, minibus bay, bus bays and ancillary facilities together with ramps, fittings, fixtures, lighting fittings and any other ancillary services and installations thereto to be erected, constructed and provided within the Land pursuant to Special Condition No. (42)(a) of the Government Grant which is for the purposes of identification only shown coloured Green Edged Indigo on the DMC Plans;

“Undivided Share”

means an equal undivided part or share of and in the Land and of and in the Development allocated in accordance with the provisions of this Deed or any Sub-Deed(s);

“Unit”

means a Residential Unit, a Residential Car Parking Space, a Residential Motor Cycle Parking Space, the Commercial Accommodation or any part or parts of the Development in respect of which a specific number of Undivided Share is allocated or sub-allocated in accordance with this Deed or any Sub-Deed(s) and is intended for separate and exclusive use, possession and occupation by the Owner thereof save and except the Common Areas and Facilities and shall have the same definition as “flat” under the Building Management Ordinance;

“Visitor Parking Space”

means any of the parking spaces as required under Special Condition No. (30)(a)(iii) of the Government Grant and intended for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation including the Accessible Visitor Parking Spaces which, in so far as they are within the PDMC Phase, are located on the Basement 1 Floor and for the purposes of identification only shown coloured Red and (in the case of Visitor Parking Spaces (not being Accessible Visitor Parking Spaces)) marked with “F” or (in the case of Accessible Visitor Parking Spaces) marked with “g” on the DMC Plans (drawing nos. DMC-P-01-1 and DMC-P-01-2);

“Water Authority”

has the meaning as defined in the Waterworks Ordinance (Cap. 102), any regulations made thereunder and any amending legislation;

“window”

in relation to any Residential Unit, means:-

- (a) any louvres and openable window of a Residential Unit (including any openable window on the Curtain Wall enclosing such Residential Unit);
- (b) any non-openable window of such Residential Unit (excluding any vision panel on the Curtain Wall),

together with all the glass of windows (in case of doubled glazed glass, the whole thereof), window frames thereof (if any), sealant, hinges and all related fixing and ironmongery, and **“windows”** shall be construed accordingly;

“Works and Installations”

means the major works and installations in the Development (whether forming part of the Common Areas and Facilities or not) which require regular maintenance on a recurrent basis which include but are not limited to those works and installations set out in the Fourth Schedule hereto.

1.2 Interpretation

- (a) In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter and vice versa and words importing persons shall include corporations and vice versa.
- (b) References to any ordinance or statutory provisions shall include or mean any statutory amendments, modifications or re-enactments thereof from time to time being in force.

SECTION 2: RIGHTS AND OBLIGATIONS OF OWNERS

2.1 Grant of rights to the First Owner

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

2.2 Grant of rights to the First Assignee

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

2.3 Right of Owners to assign without reference to other Owners

- (a) Every Owner shall have the full right and liberty without reference to any other Owner or any person who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or such person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Share(s) or interest of and in the Land and the Development together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Development which may be held therewith PROVIDED THAT any such transaction shall be expressly subject to and with the benefit of this Deed and the Deed of Mutual Grant.
- (b) Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Deed and the Deed of Mutual Grant.
- (c) The Owner or Owners for the time being of each Undivided Share shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained herein and in the Third Schedule hereto and such Owner shall comply with the House Rules from time to time in force so far as the same are binding on such Owner.

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

- (a) The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held PROVIDED ALWAYS that the provisions of this Clause, subject to the Government Grant, do not extend to any lease, tenancy or licence with a term not exceeding ten (10) years.
- (b) The right to the exclusive use, occupation and enjoyment of balcony, utility platform, Area for Air-conditioning, flat roof, roof, garden or stairhood specifically assigned by

the First Owner shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit with which such balcony, utility platform, Area for Air-conditioning, flat roof, roof, garden or stairhood is held.

2.5 Rights of Owners

(a) Rights of Every Owner

Every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with all persons having the like rights) to go pass and repass over and along and to use the Development Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

(b) Rights of Owners of Residential Units

(i) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Residential Unit together with his guests, visitors, tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with all persons having the like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

(ii) Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Residential Unit together with his guests, visitors, tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with all persons having the like rights) to go pass and repass over and along and to use the Residential Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Bicycle Parking Spaces, the Residential Loading and Unloading Spaces, the Visitor Parking Spaces, the Recreational Areas and Facilities Car Parking Spaces and the Accessible Residential Car Parking Spaces.

(c) Rights of Owners of Residential Car Parking Spaces or Residential Motor Cycle Parking Space

Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Residential Car Parking Space or Residential Motor Cycle Parking Space together with his guests, visitors, tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with all persons having the like rights) to go pass and repass over and along and to use the Residential Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

(d) Rights subject to this Deed, etc.

In each of the above cases the right and liberty shall be subject to the provisions of this Deed and the Deed of Mutual Grant, any relevant Sub-Deed(s) (where the Owner(s) are subject to the relevant Sub-Deed(s)), the rights of the Manager and the House Rules.

(e) Assignment of Common Areas and Facilities within the PDMC Phase

(i) Upon execution of this Deed, the First Owner shall assign to and vest in the Manager free of costs or consideration as trustee for all Owners for the time being the whole of the Undivided Shares allocated to the Common Areas and Facilities within the PDMC Phase together with the Common Areas and

Facilities within the PDMC Phase subject to and with the benefit of the Government Grant and this Deed.

- (ii) Such Undivided Shares together with the right to hold, use, occupy and enjoy the Common Areas and Facilities within the PDMC Phase shall be held by the Manager on trust for the benefit of all the Owners for the time being and in the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance with this Deed, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration such Undivided Shares together with the Common Areas and Facilities within the PDMC Phase to the new manager upon the same trust PROVIDED THAT if an Owners' Corporation is formed it may require the Manager for the time being or its liquidator or receiver (as the case may be) to assign such Undivided Shares and transfer the management responsibility to it free of costs or consideration and in which event the Manager shall assign free of costs or consideration the Undivided Shares allocated to the Common Areas and Facilities within the PDMC Phase together with the Common Areas and Facilities within the PDMC Phase and transfer free of costs or consideration the management responsibility to the Owners' Corporation which shall hold such Undivided Shares on trust for the benefit of all the Owners for the time being.

(f) Obligations of the First Owner in respect of the Development

The First Owner shall at its own expense provide necessary temporary noise abatement and dust protection measures within the Development in relation to the Units in the completed phase(s) so as to minimise the inconvenience to the Owners and occupiers of the Units in the completed phase(s) arising from the continuing construction of the uncompleted phase(s) on the Land.

2.6 Additional Rights of Owner of the Commercial Accommodation

For the avoidance of doubt and notwithstanding any provisions herein contained, the Owner of the Commercial Accommodation, or any part(s) thereof, shall have the right at any time(s) and from time to time as he shall think fit to do all or any of the following acts or deeds and to exercise all or any of the following rights:-

- (a) Subject to the Government Grant, the Owner of the Commercial Accommodation shall have the exclusive right to erect or affix or paint on or to the exterior and external walls of the Commercial Accommodation and the Surface, flags, poles, awning, banners, sunshades, sculptures, signs, signboards, advertisements and LED displays (collectively, the “**Displays**”)

PROVIDED THAT the exercise of the right shall not extend to any part of the Common Areas and Facilities unless prior written approval by a resolution of Owners at a meeting of Owners convened under this Deed has been obtained and any consideration received for such approval at the meeting of Owners shall be credited to the Special Fund

PROVIDED FURTHER THAT before erecting or affixing or painting on or to the exterior and external walls of the Commercial Accommodation and the Surface the Displays:-

- (i) the Owner of the Commercial Accommodation shall ensure prior approval from the relevant government authorities (if required) have been obtained;

- (ii) the Displays shall not cause any damage to the Development or cause the maximum loading weight of the relevant or any part of the external walls of the Development to be exceeded or cause any material nuisance to the other Owners and occupiers of the Development or otherwise interfere with the use and enjoyment by the other Owners and occupier of their Units nor to impede access to their Units; and
 - (iii) the Owner of the Commercial Accommodation shall at its own cost keep the Displays insured against third party risk and repair, maintain and keep in good clean and safe repair condition of the Displays at all times.
- (b) The right to sub-divide the Commercial Accommodation, or any part(s) thereof, owned by him into such number of portions (subject to compliance with the Buildings Ordinance (Cap. 123) and any other relevant ordinances, regulations and by-laws applicable thereto and to this Deed) as such Owner of the Commercial Accommodation shall think fit.
 - (c) Subject to the approval of the Director of Lands, the right to allocate, re-allocate and/or sub-allocate the Undivided Shares to any part(s) of the Commercial Accommodation PROVIDED THAT the exercise of this right shall not interfere with other Owners' right to hold, use, occupy and enjoy his Unit.
 - (d) The right to enter into one or more Sub-Deed(s) in respect of the Commercial Accommodation, or any part(s) thereof, with any other Owner or Owners of the sub-divided portion(s) of the Commercial Accommodation, or any part(s) thereof, to regulate and define their rights and obligations

PROVIDED THAT:-

- (i) the Accessible Commercial Car Parking Space, the Commercial Loading and Unloading Space, the Lay-bys for the Kindergarten/Nursery, the School Bus Lay-bys for the Kindergarten/Nursery, ramps, pavements, driveway, circulation areas, any lift lobbies serving a fireman's lift and any protected lobby to a required staircase and such other areas which are required to be designated as common areas under the Government Grant or any undertaking letters given by the First Owner to the Building Authority shall be designated as Common Areas and Facilities of the Commercial Accommodation upon execution of the first Sub-Deed of the Commercial Accommodation;
- (ii) the Common Areas and Facilities in such Sub-Deed(s) together with any Undivided Share(s) allocated thereto shall be assigned to and vested in the Manager upon execution of such Sub-Deed(s) and in accordance with the Government Grant;
- (iii) no such Sub-Deed(s) shall conflict with any provision of this Deed or any conditions of the Government Grant or any other Sub-Deed(s); and
- (iv) such Sub-Deed(s) shall require the approval of the Director of Lands but where the Director of Lands is satisfied upon submission of the draft Sub-Deed(s) that the Sub-Deed(s) relate(s) only to the internal sub-division of the Commercial Accommodation, or any part(s) thereof, and by the Sub-Deed(s) there will be no alteration to the Common Areas and Facilities created under this Deed or liability for management or other expenses under this Deed, the Director of

Lands may in its absolute discretion waive the requirement of approval of such Sub-Deed(s).

- (e) The right to allocate lavatories (if any) or other areas or facilities within the Commercial Accommodation, or any part(s) thereof, for the exclusive use of any subdivided portion(s) of the Commercial Accommodation, or any part(s) thereof.
- (f) The right to designate or re-designate or alter the user of the Commercial Accommodation, or any part(s) thereof owned by him (which have not been sold or assigned), without the concurrence or approval of any other Owners or other person having an interest in the Land and the Development and no such designation, re-designation or alteration shall give the other Owners any right of action against such Owner but nothing herein shall absolve such Owner from the requirements of obtaining the prior written consent of the Government pursuant to the Government Grant (if necessary) and/or other Government authorities and PROVIDED THAT the exercise of the right under this sub-clause shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units nor impede access to their Units.
- (g) The right to alter or re-arrange the whole of or any part or parts of the Commercial Accommodation, or any part(s) thereof, owned by him (which have not been sold or assigned) and to replace or construct or re-construct thereon any structure in such manner as such Owner of the Commercial Accommodation thinks fit without the concurrence or approval of the other Owners but nothing herein shall absolve such Owner from the requirements of obtaining the prior written consent of the Director of Buildings (if necessary) and any other statutory Government authorities pursuant to the Government Grant (if necessary) and/or any applicable ordinances or regulations made thereunder and PROVIDED THAT the exercise of the right under this sub-clause shall not contravene the terms and conditions contained in the Government Grant, this Deed and any Sub-Deed(s) and shall not interfere with the other Owners' right to hold, use, occupy and enjoy their Units nor impede access to and from their Units.
- (h) The right to solely and exclusively manage the Commercial Accommodation owned by him in such manner as he may in his absolute discretion think fit subject to the Government Grant, this Deed, any Sub-Deed(s) and the House Rules.

SECTION 3: ADDITIONAL RIGHTS OF THE FIRST OWNER

3.1 Additional rights of First Owner

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

(a) To amend Building Plans etc.

The right to change, amend, vary, add to or alter the Building Plans, the Approved Master Layout Plans or the Landscape Master Plan, the right to determine or change or alter the number of Residential Tower, the number of Residential Units, the number of Residential Car Parking Spaces, the number of Residential Motor Cycle Parking Spaces, and/or other accommodations to be included, constructed or erected in the Other Phase(s), the right to determine or change or alter the phasing of the Other Phase(s), the right to change or alter the location and/or the areas and/or users of the Residential Accommodation, the Commercial Accommodation or other part or parts of the Development, without the concurrence or approval of any Owner or any of the parties hereto but nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director of Lands or other Government authorities pursuant to the Government Grant

PROVIDED THAT:-

- (i) the above right(s) shall only be exercised in respect of the First Owner's Premises and shall not be extended to any part of the Development which has been sold or assigned by the First Owner; and
- (ii) the exercise of the above right(s) shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit.

(b) To modify Government Grant. etc.

Subject to the approval of the Owners at an Owners' meeting convened under this Deed, the right to apply to, negotiate and agree with the Government to amend, vary or modify the Government Grant or any conditions thereof, the right to procure licence or easement from the Government or any other person for installing on Government land pipes, sewers, subways or other facilities whether serving exclusively the Land and/or the Development or any part thereof or otherwise and the right to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner, and without limiting the generality of the foregoing the amendment, variation or modification of the Government Grant may include:

- (1) amending, replacing or addition of any plan annexed or to be annexed to the Government Grant;
- (2) altering or varying the permitted use or density of development of any part or parts of the Development;
- (3) altering or varying the number or ratio of car parking spaces as prescribed by the Government Grant; or

- (4) conferring on or excepting and reserving unto the Government the right to require any variation or modification to any part of the Land and the Development and/or (on the basis that such grant shall not contravene provisions of the Government Grant) the right to grant to any owner and his successors and assigns of any adjoining or neighbouring land or any land adjoining or connected to any adjoining or neighbouring land whether by any private or public roads or passageways or otherwise the right to pass, repass, on, along, over or through the Land and the Development with or without vehicles for access to or otherwise for the proper use and enjoyment of such land(s) subject to such terms and conditions as the Government may deem appropriate;

PROVIDED THAT:-

- (i) the above right(s) shall only be exercised in respect of the First Owner's Premises;
- (ii) the exercise of the above right(s) shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from his Unit;
- (iii) any benefit, concession or compensation (whether monetary or otherwise) acquired as a result of such exercise of the above right(s) shall be accrued to all Owners and any money received shall be credited to the Special Fund; and
- (iv) any premium payable for any variation resulting from the exercise of the above right(s) shall be borne by the First Owner.
- (c) To deal with Undivided Shares

Subject to and with the benefit of the Government Grant, this Deed and any Sub-Deed(s), the full and unrestricted right without interference by the Owners to assign, mortgage, charge, lease, license, franchise, part with possession of or otherwise deal with the Undivided Shares of the First Owner's Premises.

- (d) Right of access for completing the Development, etc.

The right to enter into and upon all parts of the Land and the Development (save and except those parts of the Land and the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) with all necessary equipment, plant and materials for the purposes of completing the Development and may, for such purpose, carry out all such works in, under, on or over the Land and the Development (save and except those parts of the Land and the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) as it may from time to time see fit. The above right shall extend equally to all necessary contractors, agents, workers and other persons authorized by the First Owner. The First Owner in pursuance of such works may from time to time issue in writing to the Owners instructions as to the First Owner's Premises that the Owners, their servants, agents or licensees may or may not use while such works are being carried out but the First Owner shall not affect the Owners' exclusive right to the use occupation and enjoyment of or prevent or impede or restrict the access to or egress from their Units when carrying out such works and shall at its expense make good any damage or loss that may be caused by or arise from such construction works.

(e) To build and operate in the Common Areas and Facilities

Subject to obtaining the prior written consent of the Manager, the right to use such part or parts of the Common Areas and Facilities to complete the Development in accordance with the Building Plans, the Approved Master Layout Plans and the Landscape Master Plan

PROVIDED THAT:-

- (i) no Owner may convert any of the Common Areas and Facilities to his own use or for his own benefit unless with the approval of the Owners' Committee;
- (ii) the exercise of the above right(s) shall not contravene the terms and conditions of the Government Grant or any of the laws and regulations for the time being in force in Hong Kong;
- (iii) the exercise of the above right(s) shall not interfere with an Owner's exclusive right to hold, use and occupy his Unit or impede or restrict the access to and from his Unit; and
- (iv) any damages resulting from the exercise of the above right(s) shall be made good by the First Owner at its expense.

(f) To change user

Subject to the approval of the relevant Government authorities (if required), the Government Grant, this Deed and any Sub-Deed(s), the right to change the user of the First Owner's Premises PROVIDED THAT the exercise of the above right(s) shall not interfere with an Owner's exclusive right to hold, use and occupy his Unit or impede or restrict the access to and from his Unit.

(g) To affix fixtures, structures, facilities, etc.

The right to affix, install, maintain, alter, renew and remove any one or more masts, aerials, antennae, satellite dish (if any), cables, telecommunication system (if any), lightning conductors, lighting, chimneys, flues, pipes or any other structures or facilities on or within any part or parts of the Common Areas and Facilities and the First Owner's Premises

PROVIDED THAT:-

- (i) where any such mast, aerial, antennae, satellite dish (if any), cables, telecommunication system (if any), lightning conductors, lighting, chimneys, flues, pipes or any other structures or facilities are located within the Common Areas and Facilities,
 - (A) the exercise of the above right(s) shall be subject to the prior written approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed;
 - (B) they shall be for the purpose of supplying utility services to the Land only and for the common use and enjoyment of those Owners entitled to use such Common Areas and Facilities; and

(C) any consideration received therefor shall be credited to the Special Fund; and

(ii) the exercise of the above right(s) shall not interfere with an Owners' right to hold, use, occupy and enjoy his Unit or impede or restrict the access to or from his Unit.

(h) To change name of Development

The right to change the name of the Development, the Other Phase(s) or part thereof, the Commercial Accommodation or part thereof, at any time as the First Owner shall deem fit and to execute any documents in the name of the First Owner in connection therewith without the necessity of joining in any other Owner upon giving six months' notice to the Owners.

(i) To dedicate to public part(s) of the Development

Subject to the approval of the Owners at an Owners' meeting convened under this Deed, the right to dedicate to the public the First Owner's Premises for the purposes of passage PROVIDED THAT:-

(i) the exercise of the above right(s) shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and

(ii) any payment received from the exercise of the above right(s) shall be credited to the Special Fund.

(j) To adjust boundary of the Land

Subject to the approval of the Owners at an Owners' meeting convened under this Deed, the right to adjust or re-align the boundary of such part of the Land that forms part of the First Owners' Premises and the right to negotiate and agree with the Government in connection therewith and for that purpose to effect any surrender

PROVIDED THAT:-

(i) the exercise of the above right(s) shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and

(ii) any benefit, concession or compensation, whether monetary or otherwise, acquired as a result of such exercise of the above right(s) shall be accrued to all Owners and any money received shall be credited to the Special Fund.

(k) To enter into Sub-Deed(s)

(i) The right without the necessity of making any Owner entitled to the exclusive use occupation and enjoyment of any Unit outside the part or parts of the Land or the Development in question a party thereto to enter into Sub-Deed(s) in respect of the First Owner's Premises; and

(ii) For this purpose the right to designate and declare by the Sub-Deed(s) any portion of the Other Phase(s) to be additional Development Common Areas and Facilities or Residential Common Areas and Facilities or Residential

Carpark Common Areas and Facilities (as the case may be) whereupon with effect from such designation and declaration such additional Development Common Areas and Facilities or Residential Common Areas and Facilities or Residential Carpark Common Areas and Facilities shall form part of the Development Common Areas and Facilities or Residential Common Areas and Facilities or Residential Carpark Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the management expenses thereof accordingly in accordance with this Deed

PROVIDED THAT such Sub-Deed(s) shall not conflict with the provisions of this Deed and shall be subject to the approval of the Director of Lands, unless otherwise waived, and by the Sub-Deed(s) there will be no alteration to the Common Areas and Facilities within the PDMC Phase created under this Deed or liability for management or other expenses under this Deed.

(l) To obtain easements, etc.

Subject to the approval of the Owners at an Owners' meeting convened under this Deed, the right to obtain the grant of any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, recreational areas and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands for the benefit and enjoyment of the Land and the Development on such terms and conditions and from such persons as the First Owner shall deem fit and all expenses shall be paid out of the management funds.

(m) To grant easement, etc.

Subject to the approval of the Owners at an Owners' meeting convened under this Deed and subject to the Government Grant, the right to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, gardens, open spaces, nullahs and culverts, the Recreational Areas and Facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Common Areas and Facilities for the benefit of any adjoining or neighbouring lands on such terms and conditions as the First Owner shall deem appropriate

PROVIDED THAT:-

- (i) the exercise of the above right(s) shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
- (ii) any payment received from the exercise of the above right(s) shall be credited to the Special Fund.

(n) To lay drains, etc.

Subject to the approval of the Owners at an Owners' meeting convened under this Deed, the right to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other similar structures within or partly within the Common Areas and Facilities and/or the First Owner's Premises to supply utilities services to the Land and the Development only on such terms and

conditions as the First Owner may deem appropriate

PROVIDED THAT:-

- (i) the First Owner shall in the exercise of the above right(s) cause the least disturbance to the Owners and make good any damage caused thereby at its own cost and expense;
- (ii) the exercise of the above right(s) shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
- (iii) any payment received from the exercise of the above right(s) shall be credited to the Special Fund.

(o) To dedicate additional Common Areas and Facilities

Without prejudice to the First Owner's right under sub-clause (k) above and subject to prior approval by a resolution of Owners at a meeting of Owners convened under this Deed, the right to designate and declare by deed the First Owner's Premises to be additional Development Common Areas and Facilities, Residential Common Areas and Facilities or Residential Carpark Common Areas and Facilities (as the case may be) whereupon with effect from such designation and declaration such additional Development Common Areas and Facilities, Residential Common Areas and Facilities or Residential Carpark Common Areas and Facilities shall form part of the Development Common Areas and Facilities, Residential Common Areas and Facilities or Residential Carpark Common Areas and Facilities (as the case may be) as provided in this Deed and the Owners shall contribute to the management expenses thereof accordingly in accordance with this Deed

PROVIDED THAT:-

- (i) the First Owner shall not have the right to re-convert or re-designate such additional Common Areas and Facilities to its own use or benefit;
- (ii) in making such designation and declaration the First Owner shall not interfere with or affect the right of any Owner to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
- (iii) notwithstanding anything herein contained, no such approval by a resolution of Owners shall be required for allocation, reallocation or sub-allocation of Undivided Shares to the Common Areas and Facilities by the First Owner pursuant to sub-clause (p) below.

(p) To adjust and/or allocate and/or reallocate and/or sub-allocate the number of Undivided Shares

Subject to the prior written approval of the Director of Lands, the right to adjust and/or allocate and/or reallocate and/or sub-allocate the number of Undivided Shares in the Land and the Development retained by the First Owner relating thereto and the manner in which the same shall be notionally divided and the fraction which each such Undivided Share bears to the whole and without prejudice to the generality of the foregoing, the full and unrestricted right to adjust and/or allocate and/or reallocate and/or sub-allocate the Undivided Shares reserved to the Other Phase(s) under this Deed or any part thereof to the Other Phase(s) or any part or parts thereof as the First

Owner shall deem fit

PROVIDED THAT:-

- (i) such adjustment and/or allocation and/or re-allocation and/or sub-allocation shall not affect an Owner's sole and exclusive right and privilege to hold use, occupy and enjoy his Unit or impede or restrict the access to or from his Unit; and
- (ii) no such adjustment shall affect such other Owners' rights in the Development.

3.2 Appointment of First Owner as the Owner's Attorney and Covenants in Assignments

(a) Power of attorney to First Owner

The Owners hereby jointly and severally and irrevocably APPOINT the First Owner as their attorney and grant unto the First Owner the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the First Owner's rights mentioned in Clause 3.1 above and the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned appointment and grant and to ratify and confirm all that the First Owner as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners.

(b) Assignment to include covenants

Every Assignment by an Owner of the Undivided Shares and the part of the Development shall include a covenant in substantially the following terms:-

"The Purchaser covenants with the Vendor for itself and as agent for LIGHT TIME INVESTMENTS LIMITED ("**the Company**") which expression shall include its successors assigns (other than the Purchaser) and attorneys) to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "**the Covenanting Purchaser**") and shall enure for the benefit of the Development and be enforceable by the Company and its successors and assigns that:-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 3.1 of a Principal Deed of Mutual Covenant and Management Agreement dated the [] day of [] and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;
- (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;

- (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Company as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and
- (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained

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

SECTION 4: MANAGER AND MANAGEMENT CHARGES

4.1 Appointment and Termination of Manager

- (a) The parties hereto have agreed with the Manager for the Manager to undertake the management, operation, servicing, maintenance, repair, renovation, improvement, replacement, security and insurance of the Land and the Development and the Common Areas and Facilities therein (all or any of which activities are where not inapplicable herein included under the word “**management**”) from the date of this Deed for, subject to the provisions of the Building Management Ordinance, an initial term of not exceeding two (2) years and such appointment shall continue until terminated as provided in this Clause.
- (b) The appointment of the Manager may be terminated as follows:-
- (i) No resignation of the Manager shall take effect unless it has previously given not less than three (3) months’ notice in writing of its intention to resign:-
- (A) by sending such a notice to the Owners’ Committee; or
- (B) where there is no Owners’ Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.
- (ii) The notice referred to in sub-clause (b)(i)(B) above may be given:-
- (A) by delivering it personally to the Owner; or
- (B) by sending it by post to the Owner at his last known address; or
- (C) by leaving it at the Owner’s Unit or depositing it in the letter box for that Unit; or
- (iii) Prior to the formation of the Owners’ Corporation, the Owners’ Committee may at any time terminate the Manager’s appointment without compensation by a resolution passed by a majority of votes of Owners voting either personally or by proxy at an Owners’ meeting and supported by Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) and by giving to the Manager not less than three (3) months’ notice in writing; or
- (iv) In the event that the Manager is wound up or has a receiving order made against it.
- (c) (i) Where an Owners’ Corporation has been formed and subject to sub-clause (c)(iv) below, at a general meeting convened for the purpose, the Owners’ Corporation may, by a resolution:-
- (A) passed by a majority of the votes of the Owners voting either personally or by proxy; and
- (B) supported by the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities),

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

- (ii) A resolution under sub-clause (c)(i) above shall have effect only if:-
 - (A) the notice of termination of appointment is in writing;
 - (B) provision is made in the resolution for a period of not less than three (3) months' notice or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to it of a sum equal to the amount of remuneration which would have accrued to it during that period;
 - (C) the notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
 - (D) the notice and the copy of the resolution is given to the DMC Manager within fourteen (14) days after the date of the meeting.
- (iii) The notice and the copy of the resolution referred to in sub-clause (c)(ii)(D) above may be given:
 - (A) by delivering them personally to the DMC Manager; or
 - (B) by sending them by post to the DMC Manager at its last known address.
- (iv) For the purposes of sub-clause (c)(i) above:-
 - (A) only the Owners of Undivided Shares who pay or who are liable to pay the management expenses relating to those Undivided Shares shall be entitled to vote;
 - (B) the reference in sub-clause (c)(i)(B) above to "the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than fifty per cent (50%) of the Undivided Shares in aggregate who are entitled to vote.
- (v) If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, sub-clauses (c)(i), (c)(ii), (c)(iii) and (c)(iv) shall apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.
- (vi) Sub-clause (c)(v) operates without prejudice to any other power there may be in a contract for the appointment of the Manager other than the DMC Manager to terminate the appointment of the Manager.
- (vii) If a notice to terminate a Manager's appointment is given under this sub-clause (c):-
 - (A) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (B) if no such appointment is approved under sub-clause (c)(vii)(A) above by the time the notice expires, the Owners' Corporation may appoint

another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.

- (viii) 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 Land and the Development, and the Owners' Corporation has appointed a Manager under sub-clause (c)(vii)(B) 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 that sub-clause (c)(vii)(B) that may otherwise render that person liable for a breach of that undertaking or agreement.
- (ix) This sub-clause (c) is subject to any notice relating to the Development that may be published by the Secretary for Home and Youth Affairs under Section 34E(4) of the Building Management Ordinance but does not apply to any single manager referred to in that Section.

4.2 Delivery of books and records of accounts

- (a) Subject to sub-clause (b) below, if the Manager's appointment ends for any reason, it shall, as soon as practicable after its appointment ends, and in any event within 14 days of the date its appointment ends, deliver to the Owners' Committee (if any) or the Manager appointed in its place any movable property in respect of the control, management and administration of the Land and the Development that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.
- (b) If the Manager's appointment ends for any reason, the Manager shall within two (2) months of the date its appointment ends:-
 - (i) prepare (A) an income and expenditure account for the period beginning with the commencement of the financial year in which its appointment ends and ending on the date its appointment ended; and (B) a balance sheet as at the date its appointment ended, and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and
 - (ii) deliver to the Owners' Committee (if any) or the Manager appointed in its place any books or records of accounts, papers, documents and other records which are required for the purposes of sub-clause (b)(i) above and have not been delivered under sub-clause (a) above.

4.3 Appointment of New Manager

In the event of the Manager giving notice as hereinbefore provided or in the case of the Manager being dismissed, the Manager shall convene a meeting of the Owners' Committee to elect a manager to take its place, or in the case of the Manager being wound up or having a receiving order made against it or failing to convene a meeting of the Owners' Committee as aforesaid, a meeting of the Owners' Committee may be convened to elect a manager to take its place, and such meeting shall elect a manager who shall at the conclusion of the meeting of the Owners' Committee aforesaid thereupon and henceforth become vested with all the powers and duties of the Manager hereunder. Notwithstanding anything hereinbefore contained, it is hereby

declared and agreed that subject to the provisions of the Building Management Ordinance, at no time shall the Land and the Development be without a responsible duly appointed manager to manage the Land and the Development or any part or parts thereof after execution of this Deed.

4.4 Manager's Remuneration

The annual remuneration of the Manager for the performance of its duties hereunder shall be ten per cent (10%) of the total annual expenses costs and charges (excluding the Manager's remuneration and any capital expenditure or expenditure drawn out of the Special Fund) reasonably and necessarily incurred in the management of the Land and the Development or any portion of the Land and the Development. Payment of the Manager's remuneration hereunder shall be in advance by twelve (12) equal calendar monthly instalments, each such payment to be in the sum of one twelfth of the annual remuneration of the Manager being ten per cent (10%) of the estimated total annual expenditure for the management of the Land and the Development (excluding the Manager's remuneration and any capital expenditure or expenditure drawn out of the Special Fund) payable by the Owners according to the annual budget or revised budget for the year in question to be prepared as provided in Clauses 4.5 to 4.7 below and any adjustment payment or deduction that needs to be made to bring the amount paid to the Manager by way of remuneration for the year in question to the correct amount for such year will be made within twenty-one (21) days from the completion of the auditing of the management accounts for such year as provided in Clause 4.28 of this Deed

PROVIDED THAT by a resolution of Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's remuneration at the rate as provided under this Clause, or at such lower rate as the Owners may consider appropriate. No variation of the percentage of the annual remuneration of the Manager may be made except with the approval by a resolution of Owners duly passed at a meeting of Owners convened under this Deed.

4.5 Management Expenses

- (a) Subject to sub-clauses (c), (e), (f) and (h) below, the total amount of management expenses payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with sub-clause (b) below.
- (b) In respect of each financial year, the Manager shall:-
 - (i) prepare a draft budget setting out the proposed expenditure during the financial year;
 - (ii) send a copy of the draft budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft budget in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days;
 - (iii) send or display, as the case may be, with the copy of the draft budget a notice inviting each Owner to send his comments on the draft budget to the Manager within a period of 14 days from the date the draft budget was sent or first displayed;
 - (iv) after the end of that period, prepare a budget specifying the total proposed expenditure during the financial year;

- (v) send a copy of the budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the budget in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.
- (c) Where, in respect of a financial year, the Manager has not complied with sub-clause (b) above before the start of that financial year, the total amount of the management expenses for that year shall:-
 - (i) until he has so complied, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year;
 - (ii) when he has so complied, be the total proposed expenditure specified in the budget for that financial year, and the amount that the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- (d) Where a budget has been sent or displayed in accordance with sub-clause (b)(v) above 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) above.
- (e) Where a revised budget is sent or displayed in accordance with sub-clause (d) above, the total amount of the management expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised budget and the amount that Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- (f) If there is an Owners' Corporation and, within a period of 1 month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with sub-clause (b) or (d) above, the Owners' Corporation decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of management expenses for the financial year shall, until another budget or revised budget is sent or displayed in accordance with sub-clause (b) or (d) above and is not so rejected under this sub-clause, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year, together with an amount not exceeding ten per cent (10%) of that total amount as the Manager may determine.
- (g) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person.
- (h) For the purpose of this Clause, "**expenditure**" includes all costs, charges and expenses necessarily and reasonably incurred in the management of the Development to be borne by the Owners, including the remuneration of the Manager.

4.6 Preparation of annual budget by Manager

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

- (a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit

of all Owners or required for the proper management of the Development, the Development Common Areas and Facilities, the Rising Main System (Outside the Land), (until the possession thereof is respectively redelivered, or deemed redelivered, to the Government) the Green Areas and the Pumping Stations, (until the possession thereof is respectively delivered, or deemed delivered, to the Government) the Refuse Collection Point and the Public Toilet and (until the possession thereof is delivered to the Water Authority) the Approved AMR Outstations including but without prejudice to the generality of the foregoing:-

- (i) the maintenance, operation, repair and cleansing of all Development Common Areas and Facilities and the lighting thereof and the provisions and operation of emergency generators and lighting for the Development Common Areas and Facilities;
- (ii) the cultivation, irrigation and maintenance of the lawns and planters and landscaped areas on the Development Common Areas and Facilities;
- (iii) the cost of all electricity, gas, water, telephone and other utilities serving the Development Common Areas and Facilities;
- (iv) the provision of security guard services for the Development and the cost of employing caretakers, watchmen, cleaners, lift operators and attendants and such other staff to manage and administer the Development Common Areas and Facilities;
- (v) the cost and expense of maintaining such areas or drains and channels whether within or outside the Land that are required to be maintained under the Government Grant;
- (vi) the Government rent payable under the Government Grant (but only if no apportionment or separate assessments have been made for individual Units);
- (vii) the remuneration of the Manager calculated in accordance with Clause 4.4 of this Deed for providing its services hereunder;
- (viii) insurance of the Common Areas and Facilities and the Units, up to the full new reinstatement value thereof and in particular against loss or damage by fire and such other perils and risks and the Manager against third party, or public and/or occupiers' liability or employees' compensation risks or any other insurance policy considered necessary by the Manager;
- (ix) a reasonable sum for contingencies;
- (x) legal and accounting fees and all other professional fees and costs properly incurred by the Manager in carrying out the services provided under this Deed;
- (xi) the costs of removal and disposal of rubbish, refuse and debris from the Development;
- (xii) all costs incurred in connection with the Development Common Areas and Facilities;
- (xiii) any tax payable by the Manager on any of the sum held by it under the provisions of this Deed Provided however that any tax payable on the Manager's remuneration shall be borne and paid by the Manager;

- (xiv) the cost of repairing and maintaining all roads, slopes, footbridges, retaining walls and other structures on outside or adjacent to the Land or forming part of the Development, including but not limited to the Slopes and Retaining Walls the maintenance of which is the liability of the grantee under the Government Grant and in accordance with “Geoguide 5 - Guide to Slope Maintenance” issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual;
 - (xv) the cost and expense of inspecting, maintaining, reinstating, repairing the foundations, columns and other structures constructed or to be constructed and reinstating and making good the same in the event of any landslip, subsidence or falling away and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the Land or that are required to be maintained under the Government Grant or for the proper functioning of the Development;
 - (xvi) the cost incurred in connection with the Rising Main System (Outside the Land) including but not limited to costs of operation, cleansing, inspection, repair, maintenance, variation, diversion, laying, formation, provision, construction, modification, renewal, removal and replacement of the Rising Main System (Outside the Land);
 - (xvii) the cost of inspecting, repairing, maintaining and managing (until the possession thereof is respectively redelivered, or deemed redelivered, to the Government) the Green Areas and the Pumping Stations, (until the possession thereof is respectively delivered, or deemed delivered, to the Government) the Refuse Collection Point and the Public Toilet and (until the possession thereof is delivered to the Water Authority) the Approved AMR Outstations under this Deed and/or pursuant to the Government Grant;
 - (xviii) the cost of clearance and removal of any of the Existing Graves and in all respects to the satisfaction of the Director of Lands pursuant to Special Condition (55)(b) of the Government Grant;
 - (xix) the cost of keeping of guard dog(s) at the Development (if any);
 - (xx) (subject to the approval of the Owners’ Committee and for so long as the Site C Electricity Substation actually serves the Land in the provision of electricity supply by CLP Power Hong Kong Limited to the Land) a fraction of the cost of management, operation and maintenance of the Site C Electricity Substation in such basis to be agreed by the Owners’ Committee; and
 - (xxi) a fair proportion of the Manager’s headquarter administration and accounting fee attributable to the management of the Land and the Development.
- (b) The second part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to:-
- (i) the maintenance, operation, repair and cleansing of all Residential Common Areas and Facilities and the lighting thereof; and
 - (ii) the costs and expenses incurred in connection with the Shuttle Bus Service (if any) and the Joint Land Services (if any); and

- (iii) the due portion of the expenses, fees, moneys or other consideration payable by the Owners of the Development under the Deed of Mutual Grant which due portion shall be calculated in accordance with the relevant terms of the Deed of Mutual Grant;
- (c) The third part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the maintenance, operation, repair and cleansing of all Residential Carpark Common Areas and Facilities and the lighting thereof;

PROVIDED THAT:-

- (i) expenditure of a capital and/or improvement nature for the improvement of the Development and/or the replacement or improvement of facilities, installations, systems, equipment and apparatus within or forming part of the Common Areas and Facilities and/or for the efficient management and maintenance of the Development including (A) the initial capital costs incurred in connection with setting up the Shuttle Bus Service (if any) and the Joint Land Services (if any), (B) the due portion of the initial capital costs of setting up a Shuttle Bus Service (if any) and the Joint Land Services (if any) and the due portion of the costs and expenses in respect of any capital works carried out for the Adjacent Recreational Areas and Facilities both payable by the owners of the Development pursuant to the provisions of the Deed of Mutual Grant and (C) the cost of maintaining and repairing any of the Slopes and Retaining Walls or other structures in compliance with the Government Grant shall be compiled in a separate heading within the appropriate section of the annual budget and shall be payable out of the Special Fund when the same is established;
- (ii) the annual budget shall also set out an estimate as to the time of any likely need to draw out of the Special Fund; and
- (iii) in the event that a Sub-Deed is entered into in respect of any component part of the Development and in the Sub-Deed any areas and facilities which do not otherwise fall within the definition of Common Areas and Facilities are designated as common areas and facilities as a consequence of which the same thereby become part of the Common Areas and Facilities a new part of the annual budget shall be established by the Manager to cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to such common areas and facilities and such expenditure shall be borne by the Owners of that component part of the Development.

4.7 Calculation and payment of management expenses and annual budget

The Manager shall fix the amount to be contributed to the annual budget by each Owner in accordance with the following principles, and the Manager shall accordingly keep separate management accounts in respect of each of the following parts:-

- (a) The amount of the monthly or other contributions payable by each Owner shall be specified and demanded by the Manager from time to time by notice in writing PROVIDED THAT for the avoidance of doubt, no contributions shall be payable in respect of the Undivided Shares allocated to the Common Areas and Facilities.
- (b) Each Owner of a Unit shall in respect of each Undivided Share allocated to his Unit pay a fraction of the total amount assessed under the first part of the annual adopted budget in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Units.

- (c) Each Owner of a Residential Unit shall in respect of each Undivided Share allocated to his Residential Unit further pay a fraction of the total amount assessed under the second part of the annual adopted budget in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Residential Units.
- (d) (i) Each Owner of a Residential Unit shall in respect of each Undivided Share allocated to his Residential Unit further pay a fraction of a fair proportion of the total amount assessed under the third part of the annual adopted budget, in which,
 - (A) the numerator of the said fraction shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Residential Units; and
 - (B) the numerator of the said fair proportion shall be the total gross floor area of all Accessible Residential Car Parking Spaces, Bicycle Parking Space, Visitor Parking Spaces, the Recreational Areas and Facilities Car Parking Spaces and Residential Loading and Unloading Spaces, and the denominator shall be the total gross floor area of all Accessible Residential Car Parking Spaces, Bicycle Parking Spaces, Visitor Parking Spaces, the Recreational Areas and Facilities Car Parking Spaces, Residential Loading and Unloading Spaces and Parking Spaces;
- (ii) Each Owner of a Residential Car Parking Space or Residential Motor Cycle Parking Space shall in respect of each Undivided Share allocated to his Parking Space further pay a fraction of a fair proportion of the total amount assessed under the third part of the annual adopted budget, in which,
 - (A) the numerator of the said fraction shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Parking Spaces; and
 - (B) the numerator of the said fair proportion shall be the total gross floor area of all Parking Spaces, and the denominator shall be the total gross floor area of all Accessible Residential Car Parking Spaces, Bicycle Parking Spaces, Visitor Parking Spaces, Recreational Areas and Facilities Car Parking Spaces, Residential Loading and Unloading Spaces and Parking Spaces.
- (e) If a Sub-Deed is entered into in respect of any component part of the Development and a new part of the annual budget is established for that component part in accordance with proviso (iii) of Clause 4.6 above each Owner of that component part shall in addition contribute his due proportion of the total amount assessed under that part in the manner provided in the Sub-Deed and the Manager shall thereafter keep separate management accounts in respect of that part;
- (f) Where any expenditure for the management and maintenance of the Development and the Land shall in the reasonable opinion of the Manager be specifically referable to or is being expended for a particular Unit or group of Units (as the case may be) and no Owner of any other Unit or group of Units shall receive any material benefit therefrom, the full amount shall be excluded from the annual budget and shall be paid by the Owner(s) of that particular Unit or group of Units (as the case may be) on demand;

- (g) For the avoidance of doubt, it is hereby expressly provided that the First Owner's liability to make the aforesaid payment shall in no way be reduced by reason of the fact that any of the Units remains unsold and each Owner shall be personally liable to make the above payment to the Manager whether or not his part of the Development is vacant or occupied and whether or not it has been let or leased to tenant or is occupied by the Owner himself or any other person, PROVIDED THAT no Owner shall be called upon to pay more than his fair share having regard to the number of Undivided Shares allocated to his Unit; and
- (h) All outgoings including management expenses and any Government rent up to and inclusive of the date of the assignment by the First Owner of each Unit must be paid by the First Owner and an Owner must not be required to make any payment or reimburse the First Owner for such outgoings.

PROVIDED THAT:-

- (i) the First Owner shall be obliged to make the payments and contributions as aforesaid which are of a recurrent nature for any Undivided Shares allocated to any part(s) of the Development and any of the Units remaining unsold SAVE AND EXCEPT those in respect of Undivided Shares allocated to any part(s) of the Development and the Units the construction of which has not been completed and the Consent to Assign or Certificate of Compliance in respect of which has not been issued except to the extent that such uncompleted part(s) of the Development benefit(s) from the provisions of this Deed as to management and maintenance (e.g. as to the costs of managing and maintaining the Slopes and Retaining Walls or as to the security afforded by the management of the completed part(s)) of the Development and for the avoidance of doubt, the Undivided Shares allocated to such uncompleted part shall not be taken into account in determination of the contribution of the due proportion to the annual adopted budget by each Owner under this Clause; and
- (ii) Notwithstanding any provisions to the contrary herein contained, if the Manager is of the opinion (whose decision shall be conclusive save for manifest error) that the annual adopted budget and/or the sharing of the amounts of management expenditure assessed under any or some parts of the annual adopted budget in accordance with the manner set out in the above provisions may lead to or result in any Owner or the Owners of any part or parts of the Development unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled in its absolute discretion to modify any annual adopted budget in such manner as the Manager may in its absolute discretion think fit (but subject to compliance with the procedures applicable to the draft annual budget and the revised annual budget as provided in Clause 4.5 above) and to prepare new annual budget in the modified manner as aforementioned and/or to vary or modify the manner of sharing the amounts of management expenditure assessed under any of some parts of the annual budget by the relevant Owners in such way as the Manager may in its absolute discretion think fit and the modified annual budget and the modified manner of sharing the management expenditure shall be binding (save for manifest error) on all Owners.

4.8 Owner's further contribution to the management expenses

If the total contributions receivable as aforesaid under the annual budget by the Manager shall in the opinion of the Manager be insufficient to meet the costs and expenses for such management and services then each Owner to whom the annual budget applies shall make good a due proportion of the estimated deficiency by making a further contribution to the Manager such further contribution being calculated in the same manner as in Clause 4.7 above and shall

be payable to the Manager monthly in advance from the date specified in the written notices given by the Manager to the Owners.

4.9 Exclusion from management expenses

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

- (a) Any sum attributable or relating to the cost of completing the construction of the Development or any part thereof or any of the Common Areas and Facilities therein incurred prior to the date of this Deed, all of which sums shall be borne solely by the First Owner (which expression shall for the purpose of this Clause exclude its assigns);
- (b) All existing and future taxes, rates, assessments, property tax, water rates (if separately metered), Government rent payable under the Government Grant which has been separately assessed and charged by the Government against each Owner and outgoings of every description for the time being payable in respect of any Unit which shall be borne by the Owner for the time being thereof;
- (c) The expenses for keeping in good and tenantable repair and condition of the main structure, the external and interior fixtures and fittings, walls, floors, windows, doors, balcony, utility platform, Area for Air-conditioning, flat roof, roof, garden and stairhood of any Unit together with the plumbing, electrical installations, plant, equipment, apparatus, installations or services thereof not forming part of the Common Areas and Facilities which shall be solely borne by the Owner or Owners for the time being of such Unit.

4.10 Special Fund

- (a) The Manager shall establish and maintain the Special Fund to provide for expenditure of a kind not expected by him to be incurred annually. The Special Fund shall have the following separate accounts for different component parts of the Common Areas and Facilities:-
 - (i) a separate account of the Special Fund designated for the Development Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Development Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installation, systems, equipment, tools, plant and machineries for the Development Common Areas and Facilities, the costs of the relevant investigation works and professional services and (subject to the provisions of Clauses 4.4 and 4.10(j)) the payment on account of the Manager's remuneration in respect of any expenditure out of such account. This part of the Special Fund shall be held by the Manager as trustee for all Owners for the time being and such fund shall not be refundable or transferable;
 - (ii) a separate account of the Special Fund designated for the Residential Common Areas and Facilities (including, if the Manager shall at its discretion deem fit, a sub-account designated for the Recreational Areas and Facilities and another sub-account towards payment of the due portion of the initial capital costs of setting up a Shuttle Bus Service (if any) and the Joint Land Services (if any) and the due portion of the costs and expenses in respect of any capital works

carried out for the Adjacent Recreational Areas and Facilities both payable by the owners of the Development pursuant to the provisions of the Deed of Mutual Grant) towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Residential Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installation, systems, equipment, tools, plant and machineries for the Residential Common Areas and Facilities, the costs of the relevant investigation works and professional services, the initial capital costs incurred in connection with setting up the Shuttle Bus Service (if any) and the Joint Land Services (if any) and (subject to the provisions of Clauses 4.4 and 4.10(j)) the payment on account of the Manager's remuneration in respect of any expenditure out of such account. This part of the Special Fund shall be held by the Manager as trustee for the Owners of all Residential Units for the time being and such fund shall not be refundable or transferable; and

- (iii) a separate account of the Special Fund designated for the Residential Carpark Common Areas and Facilities towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Residential Carpark Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installation, systems, equipment, tools, plant and machineries for the Residential Carpark Common Areas and Facilities, the costs of the relevant investigation works and professional services and (subject to the provisions of Clauses 4.4 and 4.10(j)) the payment on account of the Manager's remuneration in respect of any expenditure out of such account. This part of the Special Fund shall be held by the Manager as trustee for the Owners of Parking Spaces for the time being and such fund shall not be refundable or transferable.
- (b) If a Sub-Deed is entered into in respect of any component part of the Development, a new separate account for such areas designated as common areas and facilities under the Sub-Deed shall be established by the Manager.
- (c) Except where the First Owner has made payments in accordance with sub-clause (d) below,
 - (i) each Owner being the first assignee of his Unit shall upon the assignment of his Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Development Common Areas and Facilities an amount equivalent to 2/12th of the first part of the first year's annual adopted budget payable in respect of his Unit;
 - (ii) each Owner being the first assignee of his Residential Unit shall upon the assignment of his Residential Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Residential Common Areas and Facilities an amount equivalent to 2/12th of the second part of the first year's annual adopted budget payable in respect of his Residential Unit;
 - (iii) each Owner being the first assignee of his Residential Car Parking Space or Residential Motor Cycle Parking Space shall upon the assignment of his Residential Car Parking Space or Residential Motor Cycle Parking Space from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Residential Carpark Common Areas and

Facilities an amount equivalent to 2/12th of the third part of the first year's annual adopted budget payable in respect of his Residential Car Parking Space or Residential Motor Cycle Parking Space,

PROVIDED THAT (i) the total initial contribution to the Special Fund by any Owner in respect of each Unit shall be equivalent to 2/12th of the first year's annual adopted budget payable in respect of each Unit and (ii) if a Sub-Deed is entered into in respect of any component part of the Development, each Owner of that component part of the Development shall upon the assignment of his Unit pay to the Manager an initial contribution to the relevant part of the Special Fund designated for such common areas and facilities under the Sub-Deed.

- (d) The First Owner shall in respect of any Unit in any Phase the construction of which has been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to that Unit (i.e. when the Consent to Assign or Certificate of Compliance in respect of that Phase has been issued), whichever is the later, make the initial contribution to the Special Fund in the respective amount specified in sub-clause (c) above.
- (e) Each Owner shall also on demand pay to the Manager such further periodic contributions to the Special Fund payable in respect of his Unit. The amount to be contributed in each financial year and the time when those contributions will be payable will be determined by a resolution of the Owners at an Owners' meeting convened under this Deed. If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.
- (f) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Cap. 155) an interest-bearing account, the title of which shall refer to the Special Fund for the Development, and shall use that account exclusively for the purpose referred to in sub-clause (a) above.
- (g) Without prejudice to the generality of sub-clause (f) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by it from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (h) The Manager shall display a document showing evidence of any account opened and maintained under sub-clause (f) or (g) above in a prominent place in the Development.
- (i) The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under sub-clause (f) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (g) above.
- (j) Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any).
- (k) The Manager must not use the Special Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Development.

4.11 Contracts entered into by Manager

- (a) Subject to sub-clauses (b) and (c) below, the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed the sum of HK\$200,000.00 or such other sum in substitution therefor as the Secretary for Home 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 Building Management Ordinance.
- (b) Subject to sub-clause (c) below, the Manager or the Owners' Committee shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to twenty per cent (20%) of the annual budget 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:-
 - (A) the supplies, goods or services are procured by invitation to tender;
 - (B) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance; and
 - (C) 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 –
 - (A) the supplies, goods or services are procured by invitation to tender;
 - (B) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance; and
 - (C) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.
- (c) Sub-clauses (a) and (b) above do not apply to any supplies, goods or services which but for this sub-clause (c) 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:-
 - (A) 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

- (B) 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:-
 - (A) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and
 - (B) the Owners decide by a resolution of the Owners passed at a meeting of the Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

4.12 Owners' contributions to fees and deposits

Except where the First Owner has made payments in accordance with sub-clause (g) below,

- (a) Each Owner being the first assignee of his Unit shall before he is given possession of his Unit deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under this Deed a sum equal to 3/12th of the first year's annual adopted budget payable in respect of his Unit which deposit or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable and shall not be set off against any contribution payable by him under this Deed PROVIDED THAT in the event that there is an increase in the monthly contribution payable by the Owner as determined by the Manager under this Deed, the Manager shall have right at its absolute discretion to require the Owners to pay to the Manager by way of an increase in the said deposit a sum proportional thereto in order that such deposit shall always be equal to three (3) times the then monthly contribution.
- (b) Each Owner being the first assignee of a Unit shall before he is given possession of his Unit pay to the Manager in advance a sum equal to 2/12th of the first year's annual adopted budget payable in respect of his Unit which shall be non-refundable and non-transferable.
- (c) Each Owner being the first assignee of a Residential Unit shall before he is given possession of his Residential Unit pay to the Manager a debris removal fee which shall be non-refundable and non-transferable of not more than a sum equal to 1/12th of the first year's annual adopted budget payable in respect of his Residential Unit in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in his Residential Unit. The debris removal fee not used to pay for debris collection or removal shall be credited to the relevant part of the Special Fund designated for the Residential Common Areas and Facilities. For avoidance of doubt, the Owner of the Commercial Accommodation shall be responsible for removal of debris arising from decoration work in the Commercial Accommodation at his own costs.
- (d) Each Owner being the first assignee of a Unit shall before he is given possession of his Unit pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Development Common Areas and Facilities

and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.

- (e) Each Owner being the first assignee of a Residential Unit shall before he is given possession of his Residential Unit pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Residential Unit) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Residential Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.
- (f) Each Owner being the first assignee of a Parking Space shall before he is given possession of his Parking Space pay to the Manager his due share (to be decided by the number of Undivided Shares allocated to his Parking Space) of the deposits paid for public water and electricity meters and for the supply of other utilities to the Residential Carpark Common Areas and Facilities and which deposits or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable.
- (g) The First Owner shall pay the deposit under sub-clauses (a), (d), (e) and (f) and the debris removal fee under sub-clause (c) in respect of any Unit in any Phase the construction of which has been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to that Unit (i.e. when the Consent to Assign or Certificate of Compliance in respect of that Phase has been issued), whichever is the later.

4.13 Contributions and payment in advance

Contributions and payments to be made by each Owner under this Deed shall normally be made in advance on the first day of each calendar month but this shall not interfere with the Manager's discretion to call for any particular payment or contribution to be made on any other day or days it may deem necessary or desirable.

4.14 Administrative fee for issuing Manager's consent

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

4.15 Income other than management expenses

- (a) The Manager may collect from licensees, tenants and other occupiers of the Common Areas and Facilities or any part thereof, such sum or sums in connection with their use of the Common Areas and Facilities as the Manager shall reasonably determine and such sum or sums collected shall be paid into and form part of the management funds for the benefit of all Owners.
- (b) All moneys, income, fees, charges, penalties or other consideration received by the Manager in respect of the grant of licences or permission for the use of any part of the Common Areas and Facilities or enforcement of the provisions of this Deed or any House Rules shall be paid into and form part of the management funds and:-
 - (i) In so far as they arise from or are attributable to the Development Common Areas and Facilities be notionally credited to the first part of the annual budget;
 - (ii) In so far as they arise from or are attributable to the Residential Common Areas

and Facilities providing service to Owners of all Residential Units (including without limitation the Shuttle Bus Service (if any) and the Joint Land Services (if any)) be notionally credited to the second part of the annual budget;

- (iii) In so far as they arise from or are attributable to the Residential Carpark Common Areas and Facilities be notionally credited to the third part of the annual budget; and
- (iv) In so far as they arise from or are attributable to any areas designated as common areas and facilities under a Sub-Deed in respect of a component part of the Development be notionally credited to that part of the annual budget established for that component part,

to the intent that in each case the notional credit or estimated notional credit shall be taken into account in the preparation of the relevant part or section of the annual budget or revised annual budget.

- (c) The due portion of expenses, fees, moneys or other consideration payable by the owners of the Adjacent Land under, and calculated in accordance with the terms of, the Deed of Mutual Grant shall be paid into and form part of the management funds and be notionally credited to the second part of the annual budget to the intent that the notional credit or estimated notional credit shall be taken into account in the preparation of the relevant part or section of the annual budget or revised annual budget Provided That the due portion of the initial capital costs of setting up a Shuttle Bus Service (if any) and the Joint Land Services (if any) payable by the owners of the Adjacent Land under, and calculated in accordance with the terms of, the Deed of Mutual Grant shall be credited to the separate account of the Special Fund designated for the Residential Common Areas and Facilities and the due portion of the costs and expenses in respect of any capital works carried out for the Recreational Areas and Facilities payable by the owners of the Adjacent Land pursuant to the provisions of the Deed of Mutual Grant shall be credited to the sub-account designated for the Recreational Areas and Facilities of the Special Fund.

4.16 Interest and collection charge on late payment

If any Owner shall fail to pay the Manager any amount payable hereunder within thirty (30) days from the date of demand, the Manager may impose on such Owner:-

- (a) Interest calculated on the amount remaining unpaid at the rate of two per cent (2%) per annum above the prime rate from time to time specified by The Hongkong and Shanghai Banking Corporation Limited for the number of days for which it remains unpaid from the due date until the actual date of payment (both dates inclusive); and
- (b) A collection charge of not exceeding ten per cent (10%) of the amount due, to cover the cost (in addition to legal costs of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

4.17 Civil action by Manager

All amounts which become payable by any Owner in accordance with the provisions of this Deed or any relevant Sub-Deed(s) together with interest thereon as aforesaid and the said collection charge and all damages claimed for breach of any of the provisions of this Deed or any relevant Sub-Deed(s) and all other expenses reasonably incurred in or in connection with recovering or attempting to recover the same (including without limitation legal costs on a solicitor and own client basis) shall be recoverable by civil action at the suit of the Manager

against the defaulting Owner (and the claim in any such action may include a claim for the costs incurred by the Manager in such action on a solicitor and own client basis and the defaulting Owner shall in addition to the amount claimed in such action be liable for such costs). In any such action the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the Owners for the time being (other than the defaulting Owner) as a whole and no Owner sued under the provisions of this Deed or any relevant Sub-Deed(s) shall raise or to be entitled to raise any defence of want of authority or take objection to the right of the Manager as plaintiff to sue or to recover such amounts as may be found to be due.

4.18 Registration of charge against Undivided Share of defaulting Owner

In the event of any Owner failing to pay any sum due and payable by him in accordance with the provisions of this Deed or any relevant Sub-Deed(s) or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed or any relevant Sub-Deed(s) within thirty (30) days from the date on which the same become payable, the amount thereof together with interest and the collection charge at the rate and for the amount as specified in Clause 4.16 of this Deed together with all costs and expenses which may be incurred in recovering or attempting to recover the same including the legal expenses referred to in Clause 4.17 of this Deed and in registering the charge hereinafter referred to shall stand charged on the Undivided Share or Shares of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to (a) register a Memorial of such charge in the Land Registry against the Undivided Share or Shares of the defaulting Owner and (b) discontinue providing management services to the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment has been satisfied in full.

Notwithstanding anything contained in this Deed to the contrary, no provision of this Deed shall operate to empower, or shall be construed to have the effect of empowering, the Manager to interrupt the supply of electricity, water, gas, telecommunications or other utilities to any Unit or to prevent access to the Unit by reason of the Owner of that Unit failing to pay any such sum or damages.

4.19 Order for sale

Any charge registered in accordance with Clause 4.18 shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share or Shares of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the part of the Development held therewith and the provisions of Clause 4.17 of this Deed shall apply equally to any such action.

4.20 Proceedings to enforce this Deed and House Rules

The Manager shall without prejudice to anything herein mentioned further have power to commence proceedings for the purpose of enforcing the observance and performance, by any Owner and any person occupying any part of the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed or any relevant Sub-Deed(s) binding on such Owner and of the House Rules made hereunder and of recovering damages for the breach, non-observance or non-performance thereof. The provisions of Clause 4.17 of this Deed shall apply to all such proceedings.

4.21 Application of insurance money etc.

Subject to Clause 9.1 of this Deed all insurance money, compensation or damages recovered by the Manager in respect of any damage or loss suffered in respect of any part of the Development shall be expended by the Manager in the repair, rebuilding or reinstatement of

that part of the Development.

4.22 Surplus after satisfaction of claim to be paid to relevant Owner

Where any insurance money, compensation, damages, costs and expenses or refunds are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which any claim has been made against an Owner as provided in Clauses 4.16 to 4.20 of this Deed the same shall, after deduction of any costs or expenses reasonably incurred out of the pocket of the Manager in recovering the same, form part of the management funds.

4.23 Amount to be credited to Special Fund

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

4.24 Person ceasing to be Owner ceases to have interest in deposits and Special Fund

Any person ceasing to be the Owner of any Undivided Share or Shares in the Land and the Development shall in respect of the Undivided Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager including the deposit paid under Clause 4.12(a) above and his contribution(s) towards the Special Fund under this Deed to the intent that all such funds shall be held and applied for the management of the Development irrespective of changes in ownership of the Undivided Shares in the Land and the Development

PROVIDED THAT:-

- (a) any such deposit shall be transferred into the name of the new Owner of such Undivided Share or Shares but the contribution(s) towards the Special Fund shall be neither refundable to any Owner by the Manager nor transferable to any new Owner; and
- (b) upon the Land reverting to the Government and no further Government lease being obtainable, any balance of the said funds, or in the case of extinguishment of rights and obligations as provided in Clause 9.1 below, an appropriate part of the said funds, shall be divided proportionately between the Owners contributing to the management expenses immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, between the Owners whose rights and obligations are extinguished, in both case in proportion to the number of Undivided Shares held by such Owners.

4.25 Financial year

- (a) The first financial year for the purpose of management of the Development or any part or parts thereof shall commence from the date of this Deed and shall terminate on the following 31st day of December but thereafter the financial year shall commence on the 1st day of January and shall terminate on the 31st day of December of the same year PROVIDED THAT subject to sub-clause (b) below, the Manager shall have the right to change the financial year at any time upon giving notice published in the public notice boards of the Development.
- (b) The financial year may not be changed more than once in every five (5) years, unless that change is previously approved by a resolution of the Owners' Committee (if any).

4.26 Manager to maintain account

- (a) The Manager shall open and maintain an interest-bearing account in the name of the Manager and to be held on trust by the Manager for and on behalf of all the Owners for the time being of the Land and the Development and the Manager shall use that account exclusively in respect of the management of the Land and the Development.
- (b) Without prejudice to the generality of sub-clause (a) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the management of the Land and the Development.
- (c) The Manager shall display a document showing evidence of any account opened and maintained under sub-clauses (a) or (b) above in a prominent place in the Development.
- (d) Subject to sub-clauses (e) and (f) below, the Manager shall without delay pay all money received by the Manager in respect of the management of the Land and the Development into the account opened and maintained under sub-clause (a) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under sub-clause (b) above.
- (e) Subject to sub-clause (f) below, the Manager may, out of money received by the Manager in respect of the management of the Land and the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- (f) The retention of a reasonable amount of money under sub-clause (e) above or the payment of that amount into a current account in accordance with sub-clause (e) above and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).
- (g) Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of Section 2 of the Banking Ordinance (Cap. 155), the title of which refers to the management of the Land and the Development.

4.27 The Manager to keep books and accounts

- (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 six (6) years.
- (b) Within one (1) month after each consecutive period of three (3) months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.
- (c) Within two (2) months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development, and cause it to remain so displayed for at least seven (7) consecutive days.

- (d) Each income and expenditure account and balance sheet shall include details of the Special Fund and an estimate of the time when there will be a need to draw on the Special Fund, and the amount of money that will be then needed.

4.28 Inspection of accounts by Owners

- (a) The Manager shall permit any Owner, at any reasonable time, to inspect the books or records of account and any income and expenditure account or balance sheet. The Manager shall on payment of a reasonable copying charge supply any Owner with a copy of any record or document requested by him.
- (b) If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in that resolution, the Manager shall without delay arrange for such an audit to be carried out by that person and:-
 - (i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and
 - (ii) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.
- (c) Prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require any income and expenditure account and balance sheet and annual accounts to be audited by an independent auditor of their choice. 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 annual accounts and the report made by the auditor in respect of the income and expenditure account and balance sheet and annual accounts; and
 - (ii) on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet and annual accounts, or the report made by the auditor in respect of the income and expenditure account and balance sheet and annual accounts, or both, as requested by the Owner.

SECTION 5: POWERS AND OBLIGATIONS OF MANAGER

5.1 Powers and obligations of Manager

The management of the Land and the Development shall be undertaken by the Manager for an initial period of not exceeding two (2) years and shall continue until terminated as provided under Clause 4.1 of this Deed. Subject to the provisions of the Building Management Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Development, the Rising Main System (Outside the Land), (until the possession thereof is respectively redelivered, or deemed redelivered, to the Government) the Green Areas and the Pumping Stations, (until the possession thereof is respectively delivered, or deemed delivered, to the Government) the Refuse Collection Point and the Public Toilet and (until the possession thereof is delivered to the Water Authority) the Approved AMR Outstations for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorized under this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have the authority and power including but without in any way limiting the generality of the foregoing:-

- (a) To demand, collect and receive all amounts payable by Owners under the provisions of this Deed and any relevant Sub-Deed(s) and the Deed of Mutual Grant;
- (b) To demand, collect and receive all amounts payable by the owners of the Adjacent Land under the provisions of the Deed of Mutual Grant from the owners of the Adjacent Land or through the Adjacent Land Manager or otherwise in accordance with the terms of the Deed of Mutual Grant;
- (c) To manage, maintain and control the common driveways and parking areas on the Land and the Development and to impound (i) any cars, pedal bicycles, motor cycles and other vehicles parked in any area not reserved for parking or (ii) any vehicles parked in any of the Parking Spaces, Commercial Car Parking Spaces, Commercial Motor Cycle Parking Spaces or Car Parking Spaces for the Kindergarten/Nursery, without the consent of the Owner or lawful occupier of such parking space or (iii) any vehicle parked in any Visitor Parking Spaces, Recreational Areas and Facilities Car Parking Spaces, Bicycle Parking Spaces, Residential Loading and Unloading Spaces, Accessible Residential Car Parking Spaces, Commercial Loading and Unloading Spaces, Lay-bys for the Kindergarten or School Bus Lay-bys for the Kindergarten/Nursery without payment of charges (if any) therefor and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such Parking Spaces, Commercial Car Parking Spaces, Commercial Motor Cycle Parking Spaces, Car Parking Spaces for the Kindergarten/Nursery, Visitor Parking Spaces, Recreational Areas and Facilities Car Parking Spaces, Bicycle Parking Spaces, Residential Loading and Unloading Spaces, Accessible Residential Car Parking Spaces, Commercial Loading and Unloading Spaces, Lay-bys for the Kindergarten/Nursery or School Bus Lay-bys for the Kindergarten/Nursery and the Manager is entitled to charge reasonable administrative fees relative thereto (such fees shall be paid into the Special Fund);
- (d) Unless otherwise directed by the Owners' Corporation, to insure and keep insured the Common Areas and Facilities and such other areas outside the Land but the management of which is taken up by the Manager under the provisions of this Deed and the Owners for the time being thereof as comprehensively as reasonably possible and in particular to the full new reinstatement value against loss or damage by fire and other risks as the Manager shall reasonably deem fit, occupiers' liability, public liability

and liability as employer of the employees of the Manager employed within or exclusively in connection with the management of the Development or such other areas outside the Land but the management of which is taken up by the Manager under the provisions of this Deed with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Land and the Development according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force and, without limiting the generality of the foregoing, if the Manager considers so desirable, to procure block insurance for the Development as a whole including those areas which are not the Common Areas and Facilities and to pay all premia required to keep such insurance policies in force;

- (e) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Development;
- (f) To keep in good order and repair the lighting of the Common Areas and Facilities, including the permanent artificial lighting at staircases and the backup automatic activated emergency lighting system, and such other areas outside the Land but the management of which is taken up by the Manager under the provisions of this Deed;
- (g) To keep the Common Areas and Facilities and such other areas outside the Land but the management of which is taken up by the Manager under the provisions of this Deed in a clean and sanitary state and condition;
- (h) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, those external walls, elevations and façade, including windows and window frames, situated in the Common Areas and Facilities;
- (i) To repair, maintain, upkeep, improve, control, operate and manage the Recreational Areas and Facilities and the Transport Interchange;
- (j) To take all steps necessary or expedient for complying with and observance of all rules and regulations, directions or requirement as the Commissioner for Transport or other government departments or authorities may at any time and from time to time make or impose in respect of the use, management, operation and maintenance of the Transport Interchange including but not limited to the type and number of motor vehicles using the Transport Interchange and the routes and mode of transport services provided therein in all respects to the satisfaction of the Director of Lands in accordance with Special Condition Nos. (42)(a), (b) and (c) of the Government Grant;
- (k) To operate, clean, inspect, repair, maintain, vary, divert, lay, form, provide, construct, modify, renew, remove and/or replace the Rising Main System (Outside the Land);
- (l) To choose from time to time the colour and type of façade of the Development, including that of the Residential Units and the Commercial Accommodation;
- (m) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;
- (n) To inspect and keep all the Common Areas and Facilities and such other areas outside the Land but the management of which is taken up by the Manager under the provisions of this Deed in good condition and working order and to extend or improve existing facilities or provide additional facilities as the Manager shall at its reasonable discretion deem necessary or desirable (PROVIDED THAT any improvement or provision of additional facilities or services which involves expenditure in excess of ten per cent

(10%) of the current annual management budget shall require the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed) and to keep the fire fighting equipment in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;

- (o) To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, waterways, watercourses, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Land or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage;
- (p) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Development and the Common Areas and Facilities at such intervals as the same may reasonably require to be done;
- (q) To replace any glass in the Common Areas and Facilities that may be broken;
- (r) To keep the Common Areas and Facilities well lighted and in a tidy condition;
- (s) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;
- (t) To prevent refuse from being deposited on the Development or any part thereof not designated for refuse collection and to remove all refuse from all parts of the Development and arrange for its disposal at such regular intervals and to maintain either on or off the Development refuse collection facilities to the satisfaction of the Food and Environmental Hygiene Department;
- (u) To prevent unauthorized obstruction of the Common Areas and Facilities and such other areas outside the Land but the management of which is taken up by the Manager under the provisions of this Deed and to remove and impound any structure article or thing causing the obstruction;
- (v) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Development or any part thereof;
- (w) To provide and maintain as the Manager deems reasonably necessary security force, watchmen, porters, caretakers, closed circuit television system and burglar alarms and other security measures in the Development at all times;
- (x) To maintain and operate or contract for the maintenance and operation of the communal radio or television aerials, satellite or cable television system (if any) which serve the Development;
- (y) To remove any structure or installation, signboard, advertisement, sunshade, bracket, fitting, obstruction, device, aerial or anything in or on the Common Areas and Facilities or any part thereof which is illegal or unauthorized or which contravenes the terms herein contained or any of the provisions of the Government Grant and to demand and recover from the Owner by whom such structure or other thing as aforesaid was erected or installed the costs and expenses of such removal and the making good of any

damages caused thereby to the satisfaction of the Manager;

- (z) To appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in the management of the Development necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Land and the Development of all legal proceedings relating to the Land and the Development (except proceedings relating to the rights or obligations of individual Owners) and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Land and the Development or the management thereof, and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and at all times within seven (7) days of being requested so to do by the Director of Lands or other competent authority or officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purpose of Order 10 Rule 1 of the Rules of the High Court (or any provision amending or in substitution for the same) or otherwise;
- (aa) To prevent (by legal action if necessary) any person including an Owner from occupying or using any part of the Land and the Development in any manner in contravention of the Government Grant, this Deed or the Deed of Mutual Grant;
- (bb) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Development of any provisions of the Government Grant, this Deed or the Deed of Mutual Grant;
- (cc) To prevent any person detrimentally altering or injuring any part or parts of the Development or any of the Common Areas and Facilities thereof or such other areas outside the Land but the management of which is taken up by the Manager under the provisions of this Deed;
- (dd) To prevent any person from overloading the floors of the Development or any part or parts thereof;
- (ee) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;
- (ff) To have the right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Land and the Development as a whole or the Common Areas and Facilities or the Rising Main System (Outside the Land) with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings PROVIDED THAT the exercise of the right shall be subject to the prior approval by a resolution of Owners at a meeting of Owners convened under this Deed;
- (gg) To have the right to represent all the Owners in all matters and dealings with the owners of the Adjacent Land or the Adjacent Land Manager and/or the Government or any statutory body or other competent authority or any other person whomsoever in any way touching or concerning the Recreational Areas and Facilities or the Adjacent Recreational Areas and Facilities or the Deed of Mutual Grant with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings PROVIDED THAT the exercise of the right shall be subject to the prior approval by a resolution of Owners at a meeting of Owners convened under this Deed;

- (hh) To have the right from time to time to appoint or employ agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties or obligations under this Deed and the Deed of Mutual Grant PROVIDED THAT the Manager shall not transfer or assign its duties or obligations under this Deed or the Deed of Mutual Grant to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the Development in accordance with the provisions of this Deed and the Deed of Mutual Grant and no provisions in this Deed or the Deed of Mutual Grant shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility;
- (ii) To enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants to give advice to the Manager and work on all matters related to the management of the Land and the Development and the performance of the Manager's powers and duties hereunder and to recruit and employ such workmen, servants, watchmen, caretakers and other staff and attendants as may from time to time be necessary to enable the Manager to perform any of its powers and duties in accordance with this Deed and the Deed of Mutual Grant on such terms as the Manager shall in its reasonable discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (jj) To enforce the due observance and performance by the Owners or any person occupying any part of the Development of the terms and conditions of the Government Grant, this Deed, the Deed of Mutual Grant and any relevant Sub-Deed(s), and in so far as the Recreational Areas and Facilities are concerned, to enforce the due observance and performance by the owners, residents and occupiers of the Adjacent Land of the terms and conditions of the relevant provisions in this Deed and the Deed of Mutual Grant, and any relevant Sub-Deed(s), and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned;
- (kk) To ensure that all Owners or occupiers of the Units maintain the Units owned or occupied by them in a satisfactory manner and if there is any default on the part of any such Owners or occupiers, to carry out any necessary maintenance works and to take all possible steps to recover the cost therefor from the defaulting Owner or occupiers;
- (ll) Subject to the approval of the Owners at an Owners' meeting convened under this Deed, to grant or obtain such easements, quasi-easements, rights, privileges, licences, and informal arrangements as it shall in its absolute discretion consider necessary to ensure the efficient management of the Land and the Development and/or in accordance with the provisions of the Government Grant

PROVIDED THAT:-

- (i) the exercise of the right shall not contravene the provisions of the Government Grant;
- (ii) the exercise of the right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
- (iii) any payment received shall be credited to the Special Fund;

- (mm) Subject to the prior written approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed, to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Land or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises

PROVIDED THAT:-

- (i) the exercise of the right shall not contravene the provisions of the Government Grant;
 - (ii) the exercise of the right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
 - (iii) any payment received shall be credited to the Special Fund;
- (nn) Subject to the prior written approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed, to grant easements and rights of any other kind to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, and other installations, fittings, chambers, and other equipment and structures within the Common Areas and Facilities of the Land which the Manager shall in its absolute discretion deem appropriate and on behalf of the Owners to obtain a grant of similar easements and rights from owners or managers of neighbouring land

PROVIDED THAT:-

- (i) the exercise of the right shall not contravene the provisions of the Government Grant;
 - (ii) the exercise of the right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
 - (iii) any payment received shall be credited to the Special Fund;
- (oo) To deal with all enquiries, complaints, reports and correspondence relating to the Development as a whole;
- (pp) Subject to the prior written approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed, to grant licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall reasonably think fit

PROVIDED THAT:-

- (i) the exercise of the right shall not contravene the provisions of the Government Grant;
- (ii) the exercise of the right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and

- (iii) any payment received shall be credited to the Special Fund;
- (qq) To remove any dogs, cats, birds or other animals or fowls from the Development (other than the Commercial Accommodation) if, (i) in the opinion of the Manager, such dogs, cats, birds or other animals or fowls is causing a nuisance or disturbance to other Owners or occupiers of the Development or (ii) if the same has been the cause of reasonable written complaint of at least two (2) other Owners or occupiers of the Development;
- (rr) To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development and such other social or recreational activities for the Owners of the Residential Units as the Manager shall in its reasonable discretion consider desirable;
- (ss) Notwithstanding anything contained herein, to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed or any relevant Sub-Deed(s) (PROVIDED THAT the Manager shall not unreasonably withhold its consent or approval) and the Manager shall not charge any fee other than a reasonable administrative fees relative thereto (such fees shall be paid into the Special Fund);
- (tt) To convene such meetings of the Owners or of the Owners' Committee as may be necessary or requisite and to act as secretary to keep the minutes of such meetings;
- (uu) To do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Development for the better enjoyment or use of the Development by its Owners occupiers and their licensees PROVIDED THAT any improvement to facilities or services which involves expenditure in excess of ten per cent (10%) of the current annual management budget shall be subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed;
- (vv) Subject to the prior written approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed, in the event that the Government agrees to take over or resume any part or parts of the Common Areas and Facilities to surrender the same or any part thereof to the Government and the Manager is HEREBY APPOINTED the lawful attorney to execute and sign all relevant documents on behalf of all the Owners for such purpose including matters relating to payment of compensation

PROVIDED THAT

- (i) the exercise of the right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
 - (ii) any benefit or monetary compensation so obtained shall be used for the common benefit of all the Owners or be credited to the Special Fund, as the case may be;
- (ww) Subject to the prior written approval of the Owners by a resolution passed at an Owners' meeting convened under this Deed, to grant such easements, quasi-easements, rights, privileges and licences to and to enter into such arrangements and agreements with the Government or the general public or any person or persons and upon such terms and

conditions in respect of any part or parts of the Common Areas and Facilities as the Manager may in its reasonable discretion think fit

PROVIDED THAT:-

- (i) the exercise of the right shall not contravene the provisions of the Government Grant;
 - (ii) the exercise of the right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or impede or restrict the access to and from his Unit; and
 - (iii) any payment received shall be credited to the Special Fund;
- (xx) Subject to Clause 5.6,
- (i) to make Club Rules governing the use of the Recreational Areas and Facilities, including but not limited to the fixing of fees and charges for admittance and use of the Recreational Areas and Facilities from time to time and to collect such fees and charges from the permitted users of the facilities PROVIDED THAT the Club Rules and any amendments thereto shall not be inconsistent with or contravene this Deed, the Deed of Mutual Grant, the Building Management Ordinance or the Government Grant; and
 - (ii) subject to Clause 5.1(pp), to let, hire, lease or licence all or any part of the Recreational Areas and Facilities to any person for the purpose of operating the same for such period and on such conditions as the Manager shall in its discretion think fit,
- (yy) (i) If the Manager thinks so desirable, to provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas and Facilities as he may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. In such event, the Manager shall ensure that the 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 also maintain the facilities so provided in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development;
- (ii) To organize any activities as the Manager may consider appropriate to promote the environmental awareness of the Owners and occupiers of the Development and to encourage them to participate in such activities with a view to improving the environmental conditions of the Development;
 - (iii) Subject to Clause 5.6 and the Deed of Mutual Grant, to make House Rules to require the Owners and occupiers of the Development to dispose of their rubbish properly for waste separation and recycling purposes;
- (zz) To take all steps necessary or expedient for complying with the Government Grant and any Government requirements concerning the Development or any part thereof;

- (aaa) To engage qualified personnel to inspect or carry out a structural survey of the Development or any part thereof including the drains and channels within or outside the Land serving the Development as and when the Manager deems necessary or desirable;
- (bbb) To maintain all areas, open spaces and other facilities as are required to be maintained under the provisions of the Government Grant;
- (ccc) To enforce the due observance and performance by the Owners or any person occupying any part of the Development through under or with the consent of any such Owner of the terms and conditions of this Deed, any relevant Sub-Deed(s), the Deed of Mutual Grant and the House Rules made hereunder, and to take action including the commencement and conduct and defence of legal proceedings to enforce the due observance and performance thereof and/or to recover damages for any breach non-observance or non-performance thereof;
- (ddd) To enter into contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services for the Development PROVIDED THAT such contracts to be entered into by the Manager shall be subject to the following conditions:-
 - (i) the term of the contract will not exceed 3 years;
 - (ii) the right to be granted under the contract will be non-exclusive and will 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;
- (eee) If the Manager shall in its discretion deem fit, subject to the prior written approval of the relevant governmental authorities to operate or enter into contract with any other person for the operation of the Shuttle Bus Service and to designate certain part of the Residential Common Areas and Facilities for such purpose (if deemed necessary by the Manager) for the use and benefit of the Owners of the Residential Units and during such times and at such intervals and to such destinations as the Manager may think appropriate and to charge the users of the Shuttle Bus Service such reasonable fares and to terminate and/or suspend the Shuttle Bus Service at any time or times as the Manager may think fit PROVIDED THAT all fares received shall form part of the management funds for the benefit of the Owners of the Residential Units and be notionally credited to the second part of the annual budget of the Development;
- (fff) To propose, review, discuss, negotiate and agree with the Adjacent Land Manager on details of the Joint Land Services (if any), and to enter into contract with any other person for the provision, organisation, arrangement and delivery of the Joint Land Services and to designate certain part of the Residential Common Areas and Facilities for such purpose (if deemed necessary by the Manager) and to charge the users or participants of the Joint Land Services such reasonable fees and to terminate and/or suspend the Joint Land Services at any time or times as the Manager may think fit PROVIDED THAT all fees received shall form part of the management funds for the benefit of the Owners of the Residential Units and be notionally credited to the second part of the annual budget of the Development;

- (ggg) To landscape and plant with trees and shrubs any portion of the Land and podium not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition;
- (hhh) In respect of any flat roof and/or roof forming part of a Residential Unit, the Manager shall, on reasonable notice (except in an emergency), be allowed to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the flat roof and/or roof or the parapet walls of the flat roof and/or roof as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management (collectively referred to in this Deed as the “**gondola**” which expression shall include all jibs, brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities

PROVIDED THAT:-

- (i) the use and enjoyment by the Owner of the Residential Unit shall not be affected or prejudiced thereby; and
- (ii) the Manager shall at his own costs and expenses make good any damage caused thereby and shall be responsible for his liability for the negligent, wilful or criminal acts of the Manager, its workmen, employees and contractors;
- (iii) To keep guard dog(s) (if any) at the Development for the management and security of the Development;
- (jjj) To manage and maintain land, areas, structures, facilities or drains or channels whether within or outside the Land the construction and/or maintenance of which is the liability and/or responsibility of all Owners under the Government Grant as successors in title and assignees of the First Owner;
- (kkk) In default of an Owner of a Residential Unit with open kitchen to carry out yearly maintenance, inspection, maintenance and repair of the fire safety provisions inside his Residential Unit in accordance with the Fire Safety Management Plan, to carry out such yearly maintenance, inspection, maintenance and repair at the cost and expense of that Owner;
- (lll) To provide training, fire talks, fire drills for all occupants of the Residential Units and appropriate actions in accordance with the Fire Safety Management Plan;
- (mmm) Except with the prior written consent of the Director of Lands in accordance with the Government Grant, to prohibit any building or structure or support for any building or structure to be erected or constructed on, over, above, under, below or within the Pink Hatched Black Area except boundary wall or walls, fence or fences, driveway, emergency vehicular access, lay-by, ball court, children’s play area and landscape area;
- (nnn) Except with the prior written approval of the Director of Lands and the Director of Home and Youth Affairs in accordance with the Government Grant, to prohibit any disturbance of whatever nature to be made to the Existing Paths and Tracks;
- (ooo) Except with the prior written approval of the Director of Lands in accordance with the Government Grant, to prohibit removal or interference with the Existing Graves;

- (ppp) To repair, maintain, upkeep, improve, control and operate (until the possession thereof is respectively redelivered, or deemed redelivered, to the Government) the Green Areas and the Pumping Stations, (until the possession thereof is respectively delivered, or deemed delivered, to the Government) the Refuse Collection Point and the Public Toilet and (until the possession thereof is delivered to the Water Authority) the Approved AMR Outstations as the Manager shall deem appropriate and maintain the same;
- (qqq) To carry out such works as the Manager may consider necessary in relation to the maintenance, repair, replacement and security of all parts of the Common EV Facilities;
- (rrr) To determine at the Manager's discretion the type and charging capacity of the Common EV Facilities of the electric vehicle charger permitted to be used by the Owner and occupier of the Parking Space;
- (sss) In relation to the external drainage pipes enclosed by architectural features in respect of the Development, to provide a suitable closed circuit T.V. (CCTV) imaging device and trained personnel to operate the device, or secure a contract with a service provider for conducting inspection of the concealed drainage pipes by a suitable closed circuit T.V. (CCTV) imaging device and to carry out regular inspection of the drainage pipes at a specified interval as proposed by the Authorized Person to alert any early signs of water leakage and pipe joints/pipe brackets conditions;
- (ttt) To control, operate and maintain the Noise Mitigation Measures (if any) forming part of the Common Areas and Facilities; and
- (uuu) To do all such other things as are reasonably incidental to the management of the Land and the Development.

5.2 Further powers of Manager

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

- (a) To ban vehicles or any particular category of vehicles from the Land or any particular parts thereof either generally or during certain hours of the day or night PROVIDED THAT the right of the Owners of the Parking Spaces to the proper use and enjoyment of such Parking Spaces and the right of the Owner of the Commercial Accommodation to the proper use and enjoyment of the parking spaces within the Commercial Accommodation in accordance with the provisions of the Government Grant and this Deed shall not be affected;
- (b) To impound any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or which owner has defaulted in paying parking fees (if any) and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the owner thereof and the Manager is entitled to charge reasonable administrative fees relative thereto (such fees shall be paid into the Special Fund);
- (c) To impose charges for any such impoundment and recover such penalties on default in payment of parking fees and to exercise a lien on the vehicle concerned for such charges, penalties and parking fees;

- (d) To charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris (if any) PROVIDED THAT such charges shall be paid into the management funds;
- (e) To charge the Owners for the use of water supplied otherwise than through the individual meters of the Owners at such rates as are from time to time determined by the Manager provided such charges shall be paid into the management funds;
- (f) Subject to Clause 5.6, to make House Rules governing the supply and use of fresh and sea water to all parts of the Development, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by the Government;
- (g) To enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) upon all and any parts of the Development including any Unit necessary for the purpose of carrying out necessary repairs to any of the fresh or sea water mains and pipes serving the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners PROVIDED THAT the Manager shall make good any damage caused thereby and ensure that the least disturbance is caused and shall be liable for the negligent, wilful or criminal acts of the Manager, its workmen, employees and contractors;
- (h) To manage, repair, upkeep, maintain, improve and to keep well lighted the Common Areas and Facilities and to manage and maintain such other areas or drains and channels whether within or outside the Land that are required to be maintained under the Government Grant;
- (i) To charge a prescribed fee for entry into and/or use of the Recreational Areas and Facilities or any part thereof; and
- (j) To charge a prescribed fee for use of the Shuttle Bus Service (if any) and the Joint Land Services (if any) of such amount as the Manager shall in its reasonable discretion deem fit.

5.3 Manager's power of entry

The Manager shall have power to enter with or without workmen and contractors and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into all parts of the Development including all parts of any Unit for the purposes of carrying out necessary repairs to any part or parts of the Development or the Common Areas and Facilities or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners PROVIDED THAT the Manager shall cause as little disturbance as possible and shall forthwith make good at the Manager's own costs and expenses any damage caused thereby and shall be liable for negligent, wilful or criminal acts of the Manager, its workmen, employees and contractors in the course of exercising the aforesaid rights.

5.4 Manager to manage Common Areas and Facilities

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

- (b) The Common Areas and Facilities shall be under the exclusive control of the Manager who is hereby appointed to act as agent for and on behalf of all Owners duly authorized in accordance with the provisions of this Deed and any relevant Sub-Deed(s) in respect of any matter concerning the Common Areas and Facilities.

5.5 Manager's acts and decisions binding on Owners

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

5.6 The Manager's power to make House Rules, etc.

- (a) Prior to the formation of the Owners' Committee (only for making House Rules), or subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if formed), the Manager shall have power from time to time to make, revoke and amend House Rules regulating the use, occupation, maintenance and environmental control of the Land and the Development, the Common Areas and Facilities, protection of the environment of the Development and implementation of noise abatement, waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection and the conduct of persons occupying, visiting or using the same and the conditions regarding such occupation, visit or use including the payment of charges (if any) and such House Rules shall not be inconsistent with or contravene this Deed, the Deed of Mutual Grant, the Building Management Ordinance or the Government Grant and shall be binding on all the Owners, their tenants, licensees, servants or agents. A copy of the House Rules from time to time in force shall be posted on the public notice boards of the Development and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges. All charges received shall be credited to the Special Fund.
- (b) Such House Rules shall be supplementary to the terms and conditions contained in this Deed and any Sub-Deed(s) and must not in any way conflict with such terms and conditions. In case of inconsistency between such House Rules and the terms and conditions of this Deed and any Sub-Deed(s) the terms and conditions of this Deed and the Sub-Deed(s) shall prevail. The House Rules and any amendments thereto must not be inconsistent with or contravene this Deed, the Deed of Mutual Grant, the Building Management Ordinance or the Government Grant.
- (c) Neither the Manager nor the Owners' Committee shall be held liable for any loss or damage however caused arising from any non-enforcement of such House Rules or non-observance thereof by any third party.

SECTION 6: EXCLUSIONS AND INDEMNITIES

6.1 Manager not liable to Owners

- (a) Subject to Clause 6.1(b) of this Deed, the Manager, his employees, agents or contractors shall not be liable to the Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of this Deed or any Sub-Deed(s). Without in any way limiting the generality of the foregoing, the Manager, his employees, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of
- (i) any defect in or failure or breakdown of any of the Common Areas and Facilities, or
 - (ii) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development, or
 - (iii) fire or flooding or the overflow or leakage of water from anywhere whether within or outside the Development, or
 - (iv) the activity of termites, cockroaches, rats, mice or other pests or vermin, or
 - (v) theft, burglary or robbery within the Development;

AND the management contribution or any other charges payable under this Deed or any part thereof shall not be abated or cease to be payable on account thereof.

- (b) The Manager shall be liable for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager, his employees, agents or contractors, and no Owner will be required to indemnify the Manager or its employees, agents or contractors from and against any action, claims etc. arising out of such act or omission.

6.2 Owners to be responsible for act or negligence of occupiers

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

6.3 Owners to be responsible for cost of making good loss and damage

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

in its reasonable discretion elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

SECTION 7: OWNERS' COMMITTEE

7.1 Establishment of Owners' Committee

- (a) The Manager shall convene the first meeting of the Owners as soon as possible but in any event not later than nine (9) months after the date of this Deed (and to convene further and subsequent meetings if required) to:-
 - (i) appoint an Owners' Committee and the chairman thereof; or
 - (ii) appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance.
- (b) The Owners' Committee shall consist of not fewer than five (5) members and not more than nine (9) members, or such number of members as the Owners may decide from time to time by resolution at a meeting of the Owners, PROVIDED THAT:-
 - (i) not more than seven (7) members shall be elected from the Owners of the Residential Accommodation to represent them in the Owners' Committee;
 - (ii) not more than one (1) member shall be elected from the Owner of the Commercial Accommodation to represent them in the Owners' Committee; and
 - (iii) not more than one (1) member shall be elected from the Owners of the Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces to represent them in the Owners' Committee.
- (c) The Owner of the Other Phase(s) shall not be entitled to elect member(s) or send their representative(s) to the Owners' Committee unless and until after the issuance of the relevant Occupation Permit covering the relevant Other Phase(s).

7.2 Functions of Owners' Committee

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

- (a) the representing of the Owners in all dealings with the Manager;
- (b) the undertaking of such other duties as the Manager may, with their approval, delegate to them;
- (c) the reviewing of the annual budget and revised budget prepared by the Manager;
- (d) the approval of the Club Rules and the House Rules made from time to time by the Manager;
- (e) to elect a manager to take the place of the outgoing Manager in accordance with the provisions of Clause 4.3 of this Deed; and
- (f) the exercise of all other powers and duties conferred on the Owners' Committee by virtue of this Deed.

7.3 Membership

Any Owner shall be eligible for membership of the Owners' Committee. In the event of an Owner being a corporate body, any representative appointed by such Owner shall be eligible

for membership of the Owners' Committee. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing being given to the Owners' Committee.

7.4 Retirement from membership

A member of the Owners' Committee shall retire from office at every alternate annual meeting following his appointment but shall be eligible for re-election but subject to this he shall hold office until:-

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

In any of the events provided for in sub-clauses (a), (c) or (d) of this Clause resulting in the number of members of the Owners' Committee being less than three (3), the Manager shall convene a meeting of the Owners to fill the casual vacancy thereby created.

7.5 Meetings

- (a) Subject to sub-clause (b), a meeting of the Owners' Committee may be convened at any time by the chairman or any two (2) members of the Owners' Committee.
- (b) A meeting of the Owners' Committee to be known as the annual meeting shall be held once in each calendar year commencing with the year following the date of this Deed for the purpose of transacting any other business of which due notice is given in the notice convening the meeting.

7.6 Notice of meeting

The person or persons convening the meeting of the Owners' Committee shall, at least seven (7) days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee. Such notice of meeting shall specify (i) the date, time and place of the meeting; and (ii) the resolutions (if any) that are to be proposed at the meeting. Such notice of meeting may be given:-

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

7.7 Quorum

The quorum at a meeting of the Owners' Committee shall be fifty per cent (50%) of the

members of the Owners' Committee (rounded up to the nearest whole number) or three (3) such members, whichever is the greater. No business shall be transacted at any time by the Owners' Committee unless a quorum is present when the meeting proceeds to business.

7.8 Chairman

A meeting of the Owners' Committee shall be presided over by:-

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

7.9 Meeting Procedures

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

7.10 Resolutions

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

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

7.11 Owners' Committee not liable

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

7.12 No Remuneration

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

7.13 Records and Minutes

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

- (i) the appointment and vacation of appointments of all its members and all changes therein;
 - (ii) all resolutions and notes of proceedings of the Owners' Committee;
 - (iii) the members present at all meetings.
- (b) Such records and minutes shall be kept in such place as the Owners' Committee may from time to time determine and shall be open to inspection by any Owner on reasonable notice being given and such Owner shall also be entitled to extracts thereof on paying reasonable charges therefor. All copying charges received shall be credited to the Special Fund.

7.14 Sub-Committees

Nothing herein contained shall prevent the Owners' Committee from forming sub-committees for the recreation and welfare of the residents of the Development or to co-opt any person eligible under Clause 7.3 who are not members of the Owners' Committee to serve on such sub-committees.

SECTION 8: MEETING OF OWNERS

8.1 Meetings

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

- (a) A meeting of Owners may be convened by:-
 - (i) the Owners' Committee;
 - (ii) the Manager; or
 - (iii) an Owner appointed to convene such a meeting by the Owners of not less than five per cent (5%) of the Undivided Shares in aggregate.
- (b) The person convening the meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify:-
 - (i) the date, time and place of the meeting; and
 - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (c) The notice of meeting referred to in sub-clause (b) above may be given –
 - (i) by delivering it personally to the Owner;
 - (ii) by sending it by post to the Owner at his last known address; or
 - (iii) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.
- (d) The quorum at a meeting of Owners shall be ten per cent (10%) of the Owners. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. For the purposes of this sub-clause, the reference in this sub-clause to "**ten per cent (10%) of the Owners**" shall:-
 - (i) be construed as a reference to ten per cent (10%) of the number of persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares into which the Land and the Development are divided; and
 - (ii) not be construed as the Owners of ten per cent (10%) of the Undivided Shares in aggregate.
- (e) A meeting of Owners shall be presided over by the chairman of the Owners' Committee or, if the meeting is convened under sub-clause (a)(ii) or (a)(iii) above, the person convening the meeting.
- (f) The chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (g) At a meeting of Owners:-

- (i) an Owner shall have one vote in respect of each Undivided Share he owns;
- (ii) an Owner may cast a vote personally or by proxy;
- (iii) where 2 or more persons are the co-Owners of an Undivided Share, the vote in respect of the Undivided Share may be cast –
 - (A) by a proxy jointly appointed by the co-Owners;
 - (B) by a person appointed by the co-Owners from amongst themselves; or
 - (C) if no appointment is made under paragraph (A) or (B) above, either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
- (iv) where 2 or more persons are the co-Owners of an Undivided Share and more than one of the co-Owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid; and
- (v) if there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.
- (h) (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, and-
 - (A) shall be signed by the Owner; or
 - (B) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or, if the meeting is convened under sub-clause (a)(ii) or (a)(iii) above, the person convening the meeting at least forty-eight (48) hours before the time for the holding of the meeting.
- (iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
- (i) The procedure at a meeting of Owners shall be as is determined by the Owners.
- (j) Save as otherwise herein provided any resolution on any matter concerning the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners of the Development Provided as follows:-
 - (i) The notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution or resolutions concerning such matters.
 - (ii) No resolution purporting to be passed at any such meeting concerning any

matter not mentioned in such notice shall be valid.

- (iii) No resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed or any Sub-Deed(s).
- (k) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- (l) The Undivided Shares allocated to the Common Areas and Facilities shall not carry any voting rights at any meeting whether under this Deed, any Sub-Deed(s), the Building Management Ordinance or otherwise or liability to pay any fees or charges under this Deed or any Sub-Deed(s). Such Undivided Shares shall not be taken into account for the purpose of calculating the quorum of any meeting under this Deed, any Sub-Deed(s), the Building Management Ordinance or otherwise.

SECTION 9: EXTINGUISHMENT OF RIGHTS

9.1 Owners' meeting in event of Development being damaged

In the event of the whole or any part(s) of the Development being so damaged by fire, typhoon, earthquake, subsidence or other cause rendering it substantially unfit for use or habitation or occupation, the Owners holding not less than seventy-five per cent (75%) of the Undivided Shares allocated to the damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting and decide by a resolution of not less than seventy-five per cent (75%) of the Owners present in person or by proxy and voting in the meeting whether or not to rebuild or reinstate the damaged part(s) of the Development. The resolution is to be binding upon all the Owners of the damaged part(s) of the Development.

9.2 Provision applicable to such Owners' meeting

The following provisions shall apply to a meeting convened under Clause 9.1 above:-

- (a) The person convening such meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. Such notice of meeting shall specify:-
 - (i) the date, time and place of the meeting; and
 - (ii) the resolutions (if any) that are to be proposed at the meeting.
- (b) The notice of meeting referred to in sub-clause (a) above shall be given:-
 - (i) by delivering it personally to the Owner;
 - (ii) by sending it by post to the Owner at his last known address; or
 - (iii) by leaving at the Owner's Unit or depositing it in the letter box for that Unit.
- (c) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business and Owners present in person or by proxy who in the aggregate have vested in them not less than seventy-five per cent (75%) of the total number of Undivided Shares of the damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) shall be a quorum;
- (d) The chairman of the Owners' Committee or the person convening such meeting shall be the chairman of the meeting;
- (e) The chairman shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof;
- (f) At such meeting of the Owners, an Owner may cast a vote personally or by proxy.
- (g)
 - (i) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, and
 - (1) shall be signed by the Owner; or
 - (2) if the Owner is a body corporate, shall notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the

body corporate and signed by a person authorized by the body corporate in that behalf.

- (ii) The instrument appointing a proxy shall be lodged with the chairman of the Owners' Committee or the person convening the meeting at least forty-eight (48) hours before the time for the holding of the meeting.
 - (iii) A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at that meeting.
- (h) A resolution passed at a duly convened meeting by a seventy-five per cent (75%) majority of votes of the Owners present in person or by proxy shall be binding on all the Owners of the damaged part(s) of the Development PROVIDED THAT:-
- (i) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (ii) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;
 - (iii) no resolution shall be valid if it is contrary to the provisions of this Deed;
- (i) The accidental omission to give notice to any Owner shall not invalidate the meeting or any resolution passed thereat.

SECTION 10: MISCELLANEOUS PROVISIONS

10.1 The Building Management Ordinance

- (a) No provision in this Deed shall contradict, overrule or fail to comply with the provisions of the Building Management Ordinance and the Schedules thereto.
- (b) The First Owner shall deposit a copy of Schedules 7 and 8 to the Building Management Ordinance (both of the English and Chinese versions) in the management office for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund.

10.2 Address for service of notice

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

10.3 Owners to notify Manager when ceasing to be Owner

Each Owner shall on ceasing to be the Owner of any Undivided Share and the Unit enjoyed therewith upon assignment of his Unit notify the Manager of such cessation and of the name and address of the new Owner within one (1) month from the date of the relevant assignment.

10.4 No liability after ceasing to be Owner

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

10.5 Public notice boards, etc.

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

10.6 Service of notices, etc.

Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Residential Unit or the Commercial Accommodation (or the relevant part thereof) or the Residential Car Parking Spaces or the Residential Motor Cycle Parking Spaces or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not

personally occupy the same

PROVIDED THAT where notice is to be given to an Owner who is a mortgagor, such notice may also be served on the mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known address. All notices required to be given to the Manager shall be sufficiently served if sent by prepaid post addressed to or left by hand at the Manager's registered office or last known address.

10.7 Compliance with the Building Management Ordinance and the Government Grant

- (a) Nothing in this Deed conflicts with or is in breach of the conditions of the Government Grant. If any provision contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail.
- (b) All Owners (including the First Owner) and the Manager covenant with each other to comply with the conditions of the Government Grant so long as they remain as Owners or (as the case may be) the Manager. The covenants and provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the Land and the Development and to the Undivided Share(s) in respect thereof.

10.8 Chinese translation

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

10.9 Plans of Common Areas and Facilities

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

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

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

10.11 Maintenance of Works and Installations

- (a) The First Owner at its own costs and expenses has prepared a schedule of all the Works and Installations. The schedule of the Works and Installations is set out in the Fourth Schedule hereto (subject to revisions as provided in sub-clauses (e) and (f) below).
- (b) The First Owner shall at its own costs and expenses prepare and compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations setting out the following details:-

- (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
 - (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
 - (iii) recommended maintenance strategy and procedures;
 - (iv) a list of items of the 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.
- (c) The First Owner shall deposit a full copy of the maintenance manual for the Works and Installations in the management office of the Development within one (1) month after the date of this Deed for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (d) The Owners shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Development and such parts of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by the respective Owners including the Works and Installations.
- (e) The schedule and the maintenance manual for the Works and Installations may be revised in future to take into account any necessary changes, including but not limited to addition of works and installations in the Development and the updating of maintenance strategies in step with changing requirements.
- (f) The Owners may, by a resolution of the Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
- (g) All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations shall be paid out of the Special Fund.
- (h) The Manager shall deposit the revised maintenance manual for the Works and Installations in the management office of the Development within one (1) month after the date of its preparation for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

10.12 Deed binding on executors, etc.

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

10.13 Maintenance and Diversion of the Rising Main System (Outside the Land)

Notwithstanding anything herein contained:-

- (a) the Owners shall at their own costs and expenses maintain and repair, and (as and when required by the Government Grant) divert and replace the Rising Main System (Outside the Land); and
- (b) for management purposes, the Rising Main System (Outside the Land) shall be deemed to be included under the definition of “Development Common Areas and Facilities” in this Deed to the effect that the Manager shall have the powers and duties to maintain, repair, divert and replace the Rising Main System (Outside the Land) and the Owners shall be responsible for the costs and expenses for the maintenance, repair, diversion and replacement of the Rising Main System (Outside the Land) as if it was part of the Development Common Areas and Facilities.

10.14 Maintenance of the Green Areas, the Pumping Stations, the Refuse Collection Point and the Public Toilet

Notwithstanding anything herein contained and until such time as possession of the Green Areas, the Pumping Stations, the Refuse Collection Point or the Public Toilet (as the case may be) shall be respectively redelivered/delivered or deemed to have been redelivered/delivered to the Government in accordance with the Government Grant:-

- (a) the Owners shall at their own costs and expenses maintain and repair the Green Areas, the Pumping Stations, the Refuse Collection Point and the Public Toilet (as the case may be) in accordance with the requirements of the Government Grant; and
- (b) for management purposes, the Green Areas, the Pumping Stations, the Refuse Collection Point and the Public Toilet shall be deemed to be included under the definition of “Development Common Areas and Facilities” in this Deed to the effect that the Manager shall have the powers and duties to maintain the Green Areas, the Pumping Stations, the Refuse Collection Point and the Public Toilet (as the case may be) and the Owners shall be responsible for the costs and expenses for the maintenance and repair of the Green Areas, the Pumping Stations, the Refuse Collection Point and the Public Toilet (as the case may be) as if they were part of the Development Common Areas and Facilities.

10.15 Maintenance of the Approved AMR Outstations

Notwithstanding anything herein contained and until such time as possession of the Approved AMR Outstations shall be delivered to the Water Authority in accordance with the Government Grant:-

- (a) the Owners shall at their own costs and expenses maintain and repair the Approved AMR Outstations in accordance with the requirements of the Government Grant; and
- (b) for management purposes, the Approved AMR Outstations shall be deemed to be included under the definition of “Development Common Areas and Facilities” in this

Deed to the effect that the Manager shall have the powers and duties to maintain the Approved AMR Outstations and the Owners shall be responsible for the costs and expenses for the maintenance and repair of the Approved AMR Outstations as if they were part of the Development Common Areas and Facilities.

10.16 Deed of Mutual Grant

No provision in the Deed of Mutual Grant shall contradict, overrule or fail to comply with the provisions of the Building Management Ordinance and the Schedules thereto or conflict with or be inconsistent with or contravene the Government Grant or this Deed. If any provision contained in the Deed of Mutual Grant conflicts with the Government Grant or this Deed, the Government Grant or this Deed (as the case may be) shall prevail.

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

THE FIRST SCHEDULE

Allocation of Undivided Shares

Section 1: Summary

<u>No.</u>	<u>Description</u>	<u>Undivided Shares</u>
1.	The PDMC Phase	
(a)	Residential Units (of Phase 1A(2))	337,154
(b)	Residential Car Parking Spaces (of Phase 1A(1))	10,775
	431 Residential Car Parking Spaces (of Phase 1A(1)) (25 Undivided Shares each)	
(c)	Residential Motor Cycle Parking Spaces (of Phase 1A(1))	270
	54 Residential Motor Cycle Parking Spaces (of Phase 1A(1)) (5 Undivided Shares each)	
(d)	Commercial Accommodation (of Phase 1A(1))	150,233
	Including:-	
(i)	Commercial Accommodation (excluding items (ii) – (x))	137,718
(ii)	Kindergarten/Nursey	9,904
(iii)	11 Lay-bys for the Kindergarten/Nursery (25 Undivided Shares each)	275
(iv)	2 School Bus Lay-bys for the Kindergarten/Nursery (84 Undivided Shares each)	168
(v)	3 Car Parking Spaces for the Kindergarten/Nursery (25 Undivided Shares each)	75
(vi)	63 Commercial Car Parking Spaces (not being Accessible Commercial Car Parking Spaces) (25 Undivided Shares each)	1,575
(vii)	3 Accessible Commercial Car Parking Spaces (35 Undivided Shares each)	105
(viii)	3 Commercial Loading and Unloading Spaces (77 Undivided Shares each)	231
(ix)	3 Commercial Loading and Unloading Spaces (49 Undivided Shares each)	147

(x)	7 Commercial Motor Cycle Parking Spaces (5 Undivided Shares each)	35
(e)	Common Areas and Facilities within the PDMC Phase	2,000
	Sub-total for the PDMC Phase:	500,432
2.	Other Phase(s)	2,499,568
	Total:	<u>3,000,000</u>

Remark: The common areas and facilities to be designated in any Sub-Deed(s) are excluded from the 2,000 equal Undivided Shares allocated to the Common Areas and Facilities within the PDMC Phase under item 1(e) above.

Section 2: Allocation of Undivided Shares to each Residential Unit

1. Aqua Avenue Tower 1

Floor	Flat	Notes	No. of Undivided Shares	
			Each Flat	Sub-Total
1/F	A	1	887	887
	B	1	602	602
	C	1	405	405
	D	1	653	653
	E	1	467	467
	F	1	471	471
	G	1	331	331
	H	1	597	597
	J	1	477	477
2/F-10/F (8 storeys)	A	3	633	5,064
	B	2	381	3,048
	C	2	358	2,864
	D	3	530	4,240
	E	3	405	3,240
	F	3	400	3,200
	G	2	270	2,160
	H	2	499	3,992
	J	3	402	3,216
11/F-16/F (4 storeys)	A	3	633	2,532
	B	2	384	1,536
	C	2	362	1,448
	D	3	530	2,120
	E	3	405	1,620
	F	3	403	1,612
	G	2	273	1,092
	H	2	499	1,996

	J	3	402	1,608
17/F	A	4	1,216	1,216
	B	4	1,036	1,036
	C	4	900	900
	D	4	1,430	1,430
			Total:	56,060

Remark: No 4/F, 13/F and 14/F.

Note 1: means including the flat roof(s) adjacent thereto.

Note 2: means including the balcony thereof.

Note 3: means including the balcony and the utility platform thereof.

Note 4: means including the flat roof(s) adjacent thereto and the roof(s) thereabove.

2. Aqua Avenue Tower 2

Floor	Flat	Notes	No. of Undivided Shares	
			Each Flat	Sub-Total
1/F	A	1	620	620
	B	1	418	418
	C	1	404	404
	D	1	608	608
	E	1	504	504
	F	1	469	469
	G	1	333	333
	H	1	573	573
	J	1	454	454
2/F-18/F (14 storeys)	A	3	479	6,706
	B	2	381	5,334
	C	2	358	5,012
	D	3	530	7,420
	E	3	405	5,670
	F	3	400	5,600
	G	2	270	3,780
	H	2	499	6,986
	J	3	402	5,628
19/F-20/F (2 storeys)	A	3	479	958
	B	2	384	768
	C	2	362	724
	D	3	530	1,060
	E	3	405	810
	F	3	403	806
	G	2	273	546
	H	2	499	998
	J	3	402	804
21/F-22/F (2 storeys)	A	3	482	964
	B	2	384	768
	C	2	362	724
	D	3	530	1,060
	E	3	405	810

	F	3	403	806
	G	2	273	546
	H	2	499	998
	J	3	402	804
23/F	A	4	1,063	1,063
	B	4	1,022	1,022
	C	4	901	901
	D	4	1,430	1,430
Total:				75,889

Remark: No 4/F, 13/F and 14/F.

Note 1: means including the flat roof(s) adjacent thereto.

Note 2: means including the balcony thereof.

Note 3: means including the balcony and the utility platform thereof.

Note 4: means including the flat roof(s) adjacent thereto and the roof(s) thereabove.

3. Aqua Avenue Tower 3

Floor	Flat	Notes	No. of Undivided Shares	
			Each Flat	Sub-Total
G1/F	A	5	557	557
	B	5	495	495
	E	5	537	537
	F	5	525	525
	G	5	369	369
	H	5	643	643
	J	5	540	540
G2/F	A	3	460	460
	B	2	392	392
	E	3	393	393
	F	3	393	393
	G	2	270	270
	H	2	474	474
	J	3	409	409
1/F-23/F (19 storeys)	A	3	460	8,740
	B	2	391	7,429
	C	2	342	6,498
	D	3	514	9,766
	E	3	393	7,467
	F	3	393	7,467
	G	2	270	5,130
	H	2	474	9,006
	J	3	409	7,771
25/F-26/F (2 storeys)	A	3	460	920
	B	2	394	788
	C	2	345	690
	D	3	514	1,028
	E	3	393	786

	F	3	396	792
	G	2	273	546
	H	2	474	948
	J	3	409	818
27/F-28/F (2 storeys)	A	3	463	926
	B	2	394	788
	C	2	345	690
	D	3	514	1028
	E	3	393	786
	F	3	396	792
	G	2	273	546
	H	2	474	948
	J	3	409	818
	29/F	A	4	1,007
B		4	957	957
C		4	903	903
D		4	1,407	1,407
Total:				94,643

Remark: No 4/F, 13/F, 14/F and 24/F. 16/F is refuge floor.

Note 2: means including the balcony thereof.

Note 3: means including the balcony and the utility platform thereof.

Note 4: means including the flat roof(s) adjacent thereto and the roof(s) thereabove.

Note 5: means including the garden(s) thereof.

4. Aqua Avenue Tower 5

Floor	Flat	Notes	No. of Undivided Shares	
			Each Flat	Sub-Total
G1/F	C	5	543	543
	D	5	505	505
	E	5	879	879
	F	5	375	375
	G	5	365	365
	H	5	653	653
	J	5	549	549
G2/F	C	2	399	399
	D	3	380	380
	E	3	631	631
	F	2	279	279
	G	2	270	270
	H	2	477	477
	J	3	412	412
1/F-28/F (23 storeys)	A	3	474	10,902
	B	2	380	8,740
	C	2	393	9,039
	D	3	380	8,740
	E	3	631	14,513
	F	2	279	6,417

	G	2	270	6,210
	H	2	477	10,971
	J	3	412	9,476
29/F-30/F (2 storeys)	A	3	474	948
	B	2	380	760
	C	2	393	786
	D	3	380	760
	E	3	631	1,262
	F	2	282	564
	G	2	273	546
	H	2	477	954
	J	3	412	824
	31/F-32/F (2 storeys)	A	3	477
B		2	380	760
C		2	393	786
D		3	380	760
E		3	631	1,262
F		2	282	564
G		2	273	546
H		2	477	954
J		3	412	824
33/F	A	4	1,198	1,198
	B	4	1,416	1,416
	C	4	1,409	1,409
Total:				110,562

Remark: No 4/F, 13/F, 14/F and 24/F. 16/F is refuge floor.

Note 2: means including the balcony thereof.

Note 3: means including the balcony and the utility platform thereof.

Note 4: means including the flat roof(s) adjacent thereto and the roof(s) thereabove.

Note 5: means including the garden(s) thereof.

THE SECOND SCHEDULE

Rights, Privileges and Easements

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

Part A

1. Right and privileges of Owners

The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy any part of the Development (in this Schedule referred to as “**his premises**”) shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Government Grant, this Deed, the Sub-Deed(s), the House Rules and the rights of the Manager as provided in this Deed and the payment by the Owner of his due proportion of the management expenses and Special Fund contributions and any other payments payable pursuant to this Deed:-

(a) Right to support and shelter

The right to subjacent and lateral support and to shelter and protection from the other parts of the Development SUBJECT as aforesaid;

(b) Right of passage of water, etc.

The free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, telephone and various other services (if any) from and to his premises through the sewers, drains, watercourses, cables, pipes and wires which now are or may at any time hereafter be in, under or passing through his premises or the Development or any part or parts thereof for the proper use and enjoyment of his premises SUBJECT as aforesaid;

(c) Right of entry to other parts of the Development to repair

The right for any Owner with or without workmen plant equipment and materials at all reasonable times subject to the prior consent of the Owner of the other Units of the Development (except in the case of emergency in which case the Owner may seek assistance from the Manager who may enter into that Unit in accordance with this Deed without prior notice) to enter upon other parts or Units of the Development for the purpose of carrying out any works for the maintenance and repair of his premises including any conducting media exclusively serving the same (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby SUBJECT as aforesaid. For the purpose of this sub-clause, conducting media means pipes, wires, cables, sewers, drains, water courses, trunking, ducts, flues, gutters, gullies, channels, conduits and other media;

(d) Right of emergency vehicular access

The right to emergency vehicular access over any part of the Development SUBJECT as aforesaid;

(e) Other easements, rights and privileges

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

2. **Right to use the Recreational Areas and Facilities**

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

Part B

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

1. **Manager's right of entry**

The full right and privilege of the Manager on reasonable notice (except in the case of emergency) with or without workmen and contractors and with or without equipment and apparatus to enter into and upon his premises for the purposes of carrying out necessary repairs to the Development or any part or parts thereof or any of the Common Areas and Facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part or parts thereof as part of the amenities thereof or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners, PROVIDED THAT the Manager shall cause as little disturbance as possible and shall at his own costs and expense repair any damage so caused and shall be liable for negligent, wilful or criminal acts of the Manager, its workmen, employees and contractors in the course of exercising the aforesaid rights;

2. **Manager's right to operate, etc. the gondola**

The full right and privilege of the Manager at all times to extend, maintain, operate, move and have access to, over and /or into or partly into the portion of airspace above the roof or flat roof and/or the parapet walls of the roof or flat roof as may be determined by the Manager the gondola to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities PROVIDED THAT the use and enjoyment by the Owner of the Residential Unit shall not be adversely affected or prejudiced thereby;

3. **Rights of the First Owner**

Rights of the First Owner set forth in Section 2 and Section 3 of this Deed;

4. **Other rights**

Rights and privileges equivalent to those set forth in Clause 1 of Part A of this Second Schedule;

5. **Rights of the Government etc. in respect of the Green Areas**

At all reasonable times prior to the redelivery or deemed redelivery of possession of the Green Areas to the Government in accordance with the Government Grant,

- (a) right of the Government, the Director of Lands and his officers, contractors, agents, workmen and any persons authorized by the Director of Lands with or without tools, equipment, plant, machinery or motor vehicles, to have free and unrestricted ingress, egress and regress free of charge to, from and through the Land and the Green Areas (or such part or parts thereof as the case may be) for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (5)(a) of the Government Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (5)(b) of the Government Grant and any other works which the Director of Lands may consider necessary in the Green Areas;
- (b) right of the Government, the Director of Lands, the Director of Food and Environmental Hygiene, their respective officers, contractors, agents, workmen and any persons authorized by the Director of Lands or the Director of Food and Environmental Hygiene with or without tools, equipment, plant, machinery or motor vehicles, to have free and unrestricted ingress, egress and regress free of charge to, from and through the Land and the Green Areas (or such part or parts thereof as the case may be) for the purposes of inspecting, checking and supervising any works to be carried out in compliance with Special Condition Nos. (9)(c), (9)(d), (9)(e), (9)(g)(i) and (9)(g)(ii) of the Government Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (9)(h) of the Government Grant;
- (c) right of the Government and the relevant public utility companies authorized by the Government with or without tools, equipment, plant, machinery or motor vehicles to have free and unrestricted ingress, egress and regress to, from and through the Land and the Green Areas (or such part or parts thereof as the case may be) as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Areas or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the Land or any adjoining or neighbouring land or premises and the Owners shall cooperate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Areas;
- (d) right of the officers of the Water Authority and such other persons as may be authorized by the them with or without tools, equipment, plant, machinery or motor vehicles to have free and unrestricted ingress, egress and regress free of charge to, from and through the Land and the Green Areas (or such part or parts thereof as the case may be) as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repair, replacement and alteration of any other waterworks installations within the Green Areas; and
- (e) right of the lessee of Site C, his agents, contractors and such other persons as may be authorized by the lessee of Site C to have free and unrestricted ingress, egress and regress free of charge to, from and through the Green Areas (or such part or parts thereof as the case may be) as the lessee of Site C, his agents, contractors and such other persons may require for vehicular, cycling and pedestrian traffic;

- (f) right of free access over and along the Green Areas or such part or parts thereof for all Government and public vehicular, cycling and pedestrian traffic.

6. Right of the Water Authority to water mains

The right of the officers of the Water Authority and such other persons as may be authorized by them whether with or without tools, equipment, plant, machinery or motor vehicles, to have free and unrestricted ingress, egress and regress free of charge to, from and through, at all reasonable times, the Land and (prior to the redelivery or deemed redelivery of possession of the Green Areas to the Government in accordance with the Government Grant) the Green Areas or any part thereof for the purpose of laying, inspecting, operating, maintaining, repairing and renewing the Government Water Mains or (prior to the redelivery or deemed redelivery of possession of the Green Areas to the Government in accordance with the Government Grant) any proposed Government water mains within the Green Areas;

7. Right of the Water Authority to the Approved AMR Outstations

The right of the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles to have free and unrestricted ingress, egress and regress free of charge to, from and through the Land or any part thereof and the Development for the purposes of:-

- (a) inspecting, checking and supervising any works required to be carried out by the First Owner under Special Condition Nos. (52)(a), (d) and (e) of the Government Grant;
- (b) carrying out any works under Special Condition No. (52)(f) of the Government Grant;
- (c) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any of them after the Approved AMR Outstations or any of such Approved AMR Outstations shall have been delivered to the Water Authority in accordance with Special Condition No. (52)(g) of the Government Grant and any other works which the Water Authority may consider necessary.

8. Right of public pedestrian access to the Existing Graves

The right of all members of the public, at all reasonable times, to have free public pedestrian access to and from the Existing Graves by, over and through the Land along such routes to the satisfaction of the Director of Lands for the purposes of worshipping at the Existing Graves only;

9. Right of public pedestrian and vehicular over the Existing Paths and Tracks

The right of the Government and its officers, contractors, agents, workmen and any person authorized by it and all members of the public to have free and uninterrupted access through, over or along the Existing Paths and Tracks free of charge;

10. Right of way over the Land for the Adjoining Lots

The right of the respective owners of the Adjoining Lots, their respective tenants and bona fide visitors at all times free of charge and interruption to pass and repass on foot to, from or through such routes on the Land to be specified by the Manager from time to time for the purpose of access to and egress from their respective Adjoining Lots only.

THE THIRD SCHEDULE

Covenants, Provisions and Restrictions

1. No structural alteration

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

2. Not to vitiate insurance

No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Grant or whereby any insurance on the Development or any part thereof may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this Clause by any Owner, in addition to any other liability incurred thereby, such Owner shall pay to the Manager the amount of any increase in premium caused by or on account of such breach.

3. Not to partition

No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Land or the Development or any of the Residential Units or Parking Spaces.

4. Not to interfere with the construction, management, etc. of the Development

Subject to the provisions of Clause 3.1 of this Deed, no Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the construction of any part of the Development at any time in the course of construction or the management and the maintenance of the Development.

5. No conversion of the Common Areas and Facilities

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

(b) No Owner (including the First Owner) shall have the right to convert or designate as Common Areas and Facilities such part(s) of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained. Neither the Owners (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his own use or for his own benefit.

6. Not to obstruct the Common Areas and Facilities

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

7. Not to use for illegal or immoral purpose

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

8. Not to use for offensive purpose, etc.

- (a) No Owner shall use or permit or suffer any part of the Development owned by him to be used except in accordance with the Government Grant, the Occupation Permit, this Deed, any Sub-Deed(s) and any ordinances and regulations from time to time applicable thereto.
- (b) No Owner shall use or cause or permit any Unit to be used for industrial or godown purposes or for the purpose of mahjong school, funeral parlour, coffin shop, temple, Buddhist hall or for the performance of the ceremony known as “Ta Chai (打齋)” or any similar ceremony or as a boarding house, apartment house, dance hall, music hall or for any noisy or offensive trade or business.

9. User and alienation restriction

- (a)
 - (i) No Residential Unit shall be used for any purpose other than for private residential purpose and in particular shall not be used for any form of commercial letting in bed spaces or cubicles.
 - (ii) The Residential Car Parking Spaces, the Residential Motor Cycle Parking Spaces, the Commercial Car Parking Spaces, the Commercial Motor Cycle Parking Spaces, the Car Parking Spaces for the Kindergarten/Nursery, the Visitor Parking Spaces, the Recreational Areas and Facilities Car Parking Spaces and the Accessible Residential Car Parking Space shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services and no structure or partitioning shall be erected thereon.
 - (iii) Only one (1) motor vehicle licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation shall be parked in each Residential Car Parking Space, Commercial Car Parking Space, Car Parking Space for the Kindergarten/Nursery, Visitor Parking Space, Recreational Areas and Facilities Car Parking Space or Accessible Residential Car Parking Space.
 - (iv) Only one (1) motor cycle licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation shall be parked in each Residential Motor Cycle Parking Space or Commercial Motor Cycle Parking Space.

SAVE AND EXCEPT that subject to Special Condition No. (15) of the Government Grant, the First Owner may use the relevant part(s) of the Development as show flat(s) and/or sales office for such period or periods as it shall in its discretion consider appropriate subject to the Government Grant PROVIDED THAT the First Owner shall cause as little

disturbance and inconvenience to other Owners when exercising this right and if any Residential Units are used as show flats:-

- (1) the show flats shall be for the sole purpose of facilitating the sale of the Residential Units by the First Owner;
 - (2) the access to the show flats shall be subject to the consent and control of the Manager (who may prescribe the manner of access to the show flats, determine the opening hours thereof, and control the number of visitors at any time);
 - (3) the use and enjoyment of other Residential Units shall not be affected;
 - (4) the access to the other Residential Units shall not be impeded or restricted; and
 - (5) the operation of the show flats shall cause as little disturbance as possible to the other Owners.
- (b) The Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be assigned except:-
- (i) together with Undivided Shares in the Land giving the right of exclusive use and possession of a Residential Unit or Residential Units in the Development; or
 - (ii) to a person who is already the Owner of Undivided Shares in the Land with the right of exclusive use and possession of a Residential Unit or Residential Units,

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

10. Not to erect partitioning to block the fire exits and windows

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

11. Not to erect structures etc. on the roof, flat roof, garden, balcony, utility platform or Area for Air-conditioning of the Residential Unit or the Parking Space

- (a) Subject to the rights of the First Owner herein provided, no Owner shall without the prior written consent of the Manager erect or place or cause or permit to be erected or placed any advertising sign or other structure on the roof, flat roof, garden, balcony, utility platform or Area for Air-conditioning forming part of his Residential Unit, any Parking Space or any other part thereof and the Manager shall have the right to demand to remove anything erected or placed on the roof, flat roof, garden, balcony, utility platform or Area for Air-conditioning of his Residential Unit, Parking Space or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same.
- (b) For the avoidance of doubt, the Owner of the Commercial Accommodation may erect or place or cause or permit to be erected or placed any advertising sign or other structure on the exterior, external walls and the Surface or any other parts within the Commercial Accommodation subject to Clause 2.6(a).

12. Not to affix any metal grille, shutter or gate at window, doors or entrance of Residential Unit

No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows (including fixed windows, if any) or door or doors or entrance or entrances of any part of his Residential Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Ordinance (Cap. 95) or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Common Areas and Facilities and the design of any metal grille or shutter or gate shall (i) comply strictly in accordance with such guidelines and/or specifications that may from time to time be issued by the Manager or (ii) prior to the installation thereof, first be submitted to the Manager for his approval in writing and subject to having obtained the relevant competent authority's approval (if required), and the subsequent installation shall follow strictly in accordance with the said guidelines and/or specifications and/or the approved design and any conditions that may be imposed.

13. Not to display advertising sign from Unit

- (a) No Owner (save and except for the Owner of the Commercial Accommodation as provided under sub-clause (b)) shall erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed from any Unit any advertising or other sign of any description (except a small name plate outside the entrance door or gate of a Residential Unit giving the Owner's or occupier's name) without the previous written approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice.
- (b) For the avoidance of doubt, the Owner of the Commercial Accommodation may erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or to be displayed any advertising or other sign of any description on the shop front fascia or any other parts within the Commercial Accommodation subject to Clause 2.6(a).

14. Not to store dangerous goods, etc. in Residential Unit

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

15. Not to store goods in Residential Unit

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

16. Not to interfere with communal television and radio aerial system, etc. provided in the Development

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

17. Not to install private aerial system, etc. and air-conditioning without Manager's consent

- (a) No Owner shall be entitled to connect any installation to the communal television and radio aerial system and cable television system (if any) installed by the First Owner or the Manager except with the permission of the Manager and in accordance with any House

Rules relating to the same. No Owner shall affix or install his own private aerial outside any part of the Development except with the written consent of the Manager.

- (b) No air-conditioning or other units shall without the prior written consent of the Manager be installed or placed through any window (including fixed windows, if any) or external wall of the Development other than at places designated for the installation or placing of air-conditioning or ventilation unit or plant and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Land or the Development. Every Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his part of the Development in good repair and condition.

18. Not to install external signs, etc. outside the exterior of Residential Units

No Owner (save and except for the Owner of the Commercial Accommodation as provided in Clause 2.6(a)) shall erect, install or otherwise affix or allowed to be erected, installed or otherwise affixed any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, pins, anchors or other projections or structures whatsoever on the external surfaces of or extending outside the exterior of his Residential Unit or at the balcony, utility platform or Area for Air-conditioning of his Residential Unit or underneath the cover of the balcony, utility platform or Area for Air-conditioning of his Residential Unit or any part of the Development or be projected from the Development or any part thereof except with the written consent of the Manager who may in its discretion impose conditions to the consent.

19. Not to hang washing upon flat roof, external wall, balcony, utility platform, etc. of the Development

No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing, cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the flat roof, roof, garden, external wall, balcony, utility platform and Area for Air-conditioning of his Residential Unit or above the parapet wall or balustrade of flat roof, balcony, utility platform and Area for Air-conditioning of his Residential Unit.

20. Not to use the balcony, utility platform, flat roof etc. of Residential Unit, Parking Space or the Development for certain purposes

- (a) No Owner shall without the prior written consent of the Manager (and subject to such conditions as may be imposed by the Manager at its discretion) and subject to having obtained the relevant competent authority's approval (if required) erect or build or suffer to be erected or built on or upon the roof, flat roof, balcony, utility platform, Area for Air-conditioning or external walls forming part of his Residential Unit, Parking Space, or the Development any structure whatsoever either of a permanent or temporary nature.
- (b) No Owner shall cook or barbeque at the balcony, utility platform, Area for Air-conditioning and flat roof of his Residential Unit if, (i) in the opinion of the Manager, the cooking or barbequing is causing a nuisance or disturbance to other Owners or occupiers of the Development or (ii) if the same has been the cause of reasonable written complaint of at least two (2) other Owners or occupiers of the Development.
- (c) For the avoidance of doubt, the Owner of the Commercial Accommodation may erect or build or suffer to be erected or built on or upon the exterior, external walls and the Surface or any other parts within the Commercial Accommodation any structure whatsoever either of a permanent or temporary nature subject to Clause 2.6(a).

21. Not to clog the drainage system

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

22. Not to misuse water closets

Not to use water closets and other water apparatus in the Development for any purpose other than those for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any water closets or apparatus shall be paid for by the Owner or occupier in whose Unit it shall have been caused.

23. No excessive noise

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

24. No playing of mahjong between 11:00 p.m. and 7:00 a.m.

No Owner shall permit the playing of mahjong in his part of the Development between 11:00 p.m. and 7:00 a.m. so as to cause disturbance to the Owners or occupiers of any other part of the Development.

25. Pets

No dogs, cats, birds or animals or fowls shall be kept or harboured in any part of the Development (other than the Commercial Accommodation) if, (i) in the opinion of the Manager, such dog, cat, bird or animal or fowl is causing a nuisance or disturbance to other Owners or occupiers of the Development or (ii) if the same has been the cause of reasonable written complaint of at least two (2) other Owners or occupiers of the Development. In any event no dogs shall be permitted in the Common Areas and Facilities unless carried or on leash and not more than two (2) dogs shall be kept in any one Unit.

26. Supervision of children

Not to allow children to play in the Common Areas and Facilities (except such parts of the Recreational Areas and Facilities designed for children) and any damage to or discolouration to decorations in such areas and facilities by children shall be paid for by the Owner or occupier of the Unit in which the child or children concerned reside.

27. Not to alter the facade or external appearance of the Development

(a) No Owner shall paint or alter the outside of the Development including any part of the Development owned by him, or do or permit to be done any act or thing which may or will alter the facade or external appearance of the Development (including any part owned by him) without the prior consent in writing of the Manager.

(b) Save and except that the Owner of the Commercial Accommodation may paint as provided under Clause 2.6(a) or alter the outside of the Commercial Accommodation owned by him, no Owner shall do or permit to be done any act or thing which may or will alter the facade or external appearance of the Commercial Accommodation owned by him without the prior consent in writing of the Manager.

28. Not to discard refuse, etc.

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

29. Not to allow articles to obstruct Common Areas and Facilities

No Owner shall allow bicycles, baby carriages or similar vehicles or articles to obstruct any Common Areas and Facilities.

30. Not to contravene the Air Pollution Control Ordinance

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

31. Not to contravene the Fire Services Ordinance

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

32. Not to perform installation or repair works to the electrical wiring

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

33. Floor loading

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

34. Use of the Greenery Areas with Common Access

No Owner shall use the Greenery Areas with Common Access constructed in accordance with the Building Plans for any other purposes without the prior consent of the Building Authority.

35. Maintenance of Slopes and Retaining Walls

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

- (b) The Manager shall have full authority of the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the 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 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 shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls.
- (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 if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners.
- (e) The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office of the Development within one month after the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

36. To pay Government rent

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

37. To manage, repair etc. Unit

- (a) Each Owner shall at its own cost and expense and in compliance with the Government Grant, this Deed and the Development Rules, manage, repair, maintain and upkeep his Unit and all services and facilities installed therein or used in connected therewith.
- (b) Subject to the provisions of this Deed, each Owner shall keep in good repair and maintain his Unit in good condition and all wirings and piping thereto which do not form part of the Common Areas and Facilities and all electrical and sanitary appliances thereto in good repair and condition and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or occupiers of any other part or parts of the Land and the Development.

38. To observe the Government Grant, etc.

Every Owner (including the First Owner) shall covenant with each other to observe and comply with all terms and provisions of the Government Grant and this Deed so long as he remains an Owner of an Undivided Share of the Development.

39. Not to enclose the Non-enclosed Areas

- (a) The Non-enclosed Areas shall only be used as balconies or utility platforms or areas for air-conditioning (as the case may be) in relation to or in connection with use and enjoyment of the Residential Units for which they are provided and form parts.

- (b) The design and location of the Non-enclosed Areas under the Building Plans shall not be altered in any way.
- (c) The Non-enclosed Areas shall not be enclosed above safe parapet height other than as under the Building Plans.
- (d) No Owner shall place any furniture or equipment at the Non-enclosed Areas the height of which exceeds the safe parapet height.
- (e) In the event of the above covenants being in breach, the Manager, without prejudice to the right of the other Owners, shall have the right to demand the defaulting Owners to remedy the breach forthwith and if necessary to reinstate the Non-enclosed Areas to their original state under the Building Plans and if the defaulting Owners shall fail to comply with the Manager's demand, the Manager shall have the right to take such steps as it may in its absolute discretion consider necessary to secure compliance with the aforesaid covenants, including but not limited to the right to enter upon the Residential Units concerned (including the Non-enclosed Areas provided therein) and remove any fences, awning, grilles or any structures or things which are installed, exhibited, affixed, erected or attached to the Non-enclosed Areas or the Residential Units which are in breach of the aforesaid covenants at the cost of the defaulting Owner. The Manager shall recover from the defaulting Owner and the defaulting Owner shall pay to the Manager all costs incurred by the Manager for or in relation to the steps taken by the Manager for the aforesaid purpose.

40. Area for Air-conditioning

No Owner of a Residential Unit with Area for Air-conditioning shall erect individual air-conditioner platforms at the external walls of the building(s) of the Development.

41. Recreational Areas and Facilities

The Recreational Areas and Facilities shall not be used for any purpose other than for the common use and benefit of the residents of the Residential Accommodation and their bona fide visitors and the residents of the residential accommodation of the Adjacent Land and their bona fide visitors. No Owner shall use the Recreational Areas and Facilities for any purpose or by any other persons without the prior consent of the Building Authority.

42. To observe all ordinances, bye-laws, etc.

Every Owner shall comply with and observe all ordinances, bye-laws, regulations and rules for the time being in force in Hong Kong governing (i) fire safety, fire prevention and fighting; and (ii) the control of any form of pollution, including air, noise, water and waste pollution, and for the protection of the environment.

43. Not to interfere with the operation of the gondola

No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the flat roof and/or roof or the parapet walls of the flat roof and/or roof pertaining to its Residential Unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola at any time in the course of the management and/or the maintenance of the Development.

44. Owner of Residential Unit with open kitchen to observe the Fire Safety Management Plan

The Owner(s) of the relevant Residential Unit with open kitchen shall at his own costs and expenses observe and comply with the Fire Safety Management Plan and any guideline or direction to be

issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause his tenants and other occupants of his Residential Unit to observe and comply with the same.

45. Repair and Maintenance of Party Wall

- (a) The Owner of a Residential Unit has the right to use the surface of the Party Wall abutting his Unit.
- (b) A Party Wall shall be repaired and maintained at the joint expense of the Owners of the Residential Units which the Party Wall separates.

46. Repair and Maintenance of Noise Mitigation Measures

- (a) No Owner shall make or permit or suffer to be made any alteration or conversion or modification of the Noise Mitigation Measures forming part of his Residential Unit. The Owners of those Residential Units with Noise Mitigation Measures forming part of their Residential Units shall at their own cost and expense repair and maintain the Noise Mitigation Measures forming part of their Residential Units to the satisfaction of the Director of Lands and shall be responsible for the control, operation, financial support and maintenance for the Noise Mitigation Measures forming part of their Residential Units.
- (b) The Manager shall be responsible for the control, operation and maintenance for the Noise Mitigation Measures forming part of the Common Areas and Facilities and the costs and expenses incurred by the Manager in connection with such control, operation and maintenance shall form part of the management expenses in accordance with this Deed.

47. Pink Hatched Black Area

Except with the prior written consent of the Director of Lands, no building or structure or support for any building or structure shall be erected or constructed on, over, above, under, below or within the Pink Hatched Black Area.

48. No grave or columbarium

Except for the Existing Graves, no grave or columbarium shall be erected or made on the Land, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

THE FOURTH SCHEDULE

Works and Installations

- (a) structural elements;
- (b) external wall finishes and roofing materials;
- (c) fire safety elements;
- (d) Slopes and Retaining Walls;
- (e) plumbing system;
- (f) drainage system;
- (g) fire services installations and equipment;
- (h) electrical wiring system;
- (i) lift installations;
- (j) gas supply system;
- (k) window installations; and
- (l) other major items (e.g. central air-conditioning and ventilation system, escalators etc.)

THE FIFTH SCHEDULE

Fire Safety Management Plan

1. An Owner of Residential Unit with open kitchen (the “**Relevant Owner**”) shall be responsible for maintenance and annual inspection of the fire service installations for open kitchen within his Residential Unit.
2. The Relevant Owner shall not:-
 - (a) remove, tamper or obstruct any addressable smoke detectors provided inside his Residential Unit and at the common lobby outside his Residential Unit;
 - (b) remove, tamper or obstruct the sprinkler head provided inside ceiling void and at the ceiling immediately above the open kitchen of his Residential Unit; and
 - (c) remove, tamper or obstruct the Kitchen Wall of his Residential Unit adjacent to the exit door.
3. The Relevant Owner shall keep and maintain the fire service installations inside the Residential Unit in good condition at his own costs and expenses.
4. A registered fire services installation contractor (“**RFSIC**”) shall be engaged by the Relevant Owners or if the Relevant Owners fails to engage, by the Manager, and shall be responsible for the maintenance and inspection work of the fire safety provisions with corresponding maintenance procedures, and submit the maintenance certificate renewal (Form FS 251) to the Fire Services Department as per requirements.
5. The Manager shall assist Relevant Owners to carry out annual check and maintenance of the fire service installations. The Relevant Owner shall report and demonstrate to the Manager that he has carried out such annual check and maintenance of the fire service installations when so requested by the Manager. The Relevant Owner shall allow the RFSIC engaged by the Manager to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) and with the Relevant Owners’ consent (except in case of emergency) into his Residential Unit to carry out (at the cost and expense of the Relevant Owner) such annual check and maintenance of the fire service installations for open kitchen PROVIDED THAT the Manager shall at its own costs and expenses make good any damage caused thereby and ensure that the least disturbance is caused and shall be liable for the negligent, wilful or criminal acts of the Manager, its workmen, employees and contractors.
6. The Relevant Owners shall comply and observe the guidelines or directions to be issued or given by the Manager from time to time on the maintenance, testing and commissioning of the fire service installations to facilitate execution of the related conditions or requirements.
7. In the event that the Relevant Owner parts with possession of his Residential Unit, such Owner shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the provisions set out in this FIFTH SCHEDULE, and make it a condition in the relevant agreement (if any).
8. Permanent notice or poster shall be provided at the relevant part of the Common Areas and Facilities (such as on notice board within main entrance lobbies) to remind occupants not to remove, tamper or obstruct any fire safety provisions within the Residential Unit and Common Areas and Facilities.

9. The Manager shall carry out such training, fire drills and staff arrangement as may be required under the Fire Safety Management Plan or otherwise required by the Fire Services Department or other competent authority.
10. The costs and expenses incurred by the Manager and/or the RFSIC for the maintenance and annual inspection of the fire service installations for open kitchen shall be borne by the Relevant Owners on demand.
11. A copy of the Fire Safety Management Plan shall be deposited at the management office and shall be available for inspection by the Owners free of charge during the normal office hours of the Manager and the taking of copies by the Owners upon request on payment of reasonable copying charges. All charges received shall be credited to the Special Fund.

The First Owner

EXECUTED as a deed and **SEALED** with)
the Common Seal of the **First Owner** in)
accordance with the articles of association and)
SIGNED by)
)
)
)
)
)
)
director(s)/person(s) duly authorized by a)
board resolution of its directors whose)
signature(s) is/are verified by:-)

The First Assignee

[Where the First Assignee is an individual(s)]

SIGNED, SEALED and DELIVERED by)
the **First Assignee** (Holder(s) of)
[] in the presence of:-)

INTERPRETED to the First Assignee by:-

[OR where the First Assignee adopts common seal]

EXECUTED as a deed and **SEALED** with)
the Common Seal of the **First Assignee** in)
accordance with the articles of association and)
SIGNED by)
)
)
)
)
)
director(s)/person(s) duly authorized by a)
board resolution of its directors [in the)
presence of / whose signature(s) is/are verified)
by):-

[OR where the First Assignee does not adopt common seal]

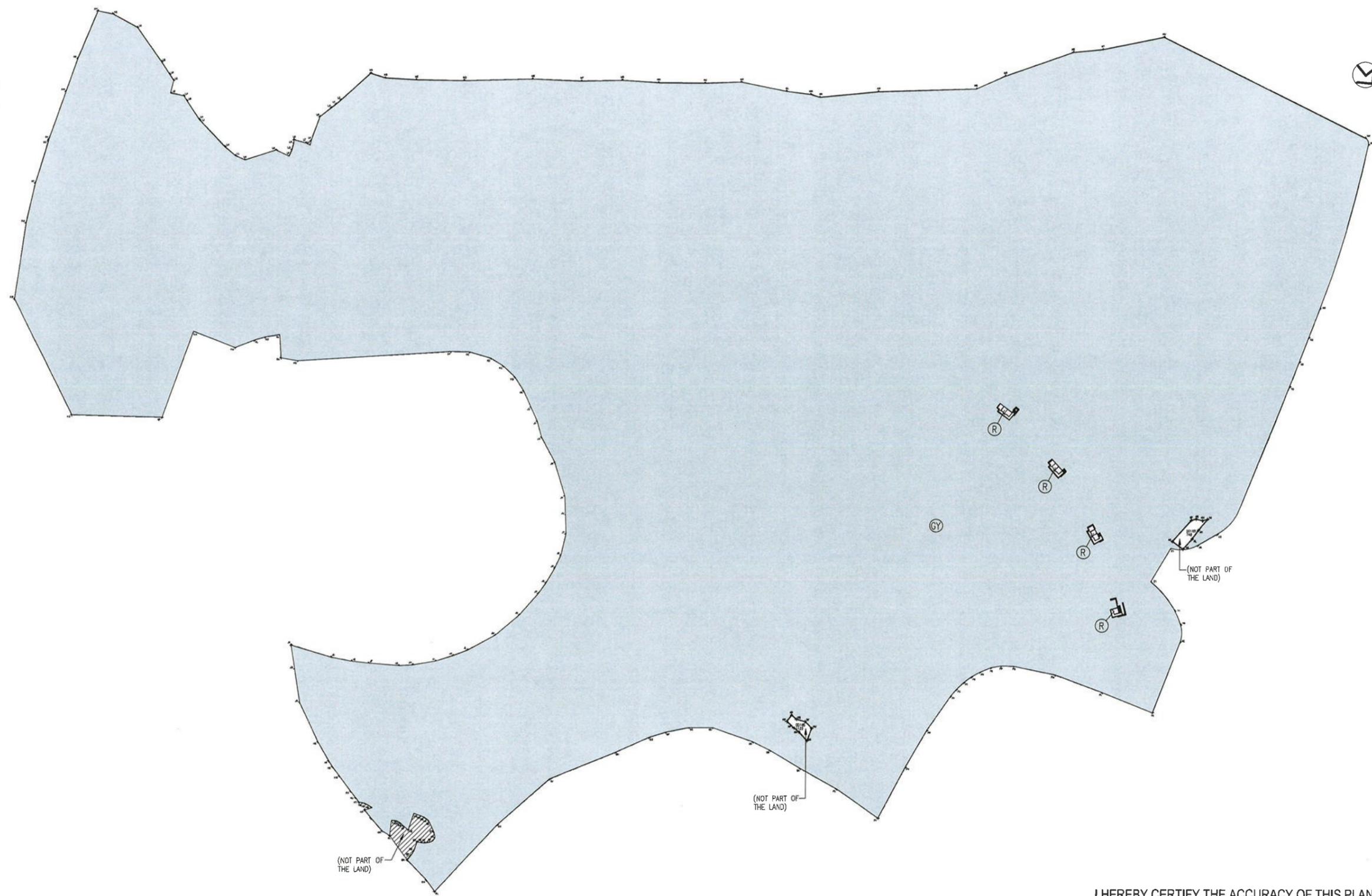
SIGNED as a deed by)
)
)
)
)
director(s)/person(s) duly authorized for and on)
behalf of the **First Assignee** in the presence)
of:-)

The DMC Manager

EXECUTED as a deed and **SEALED** with)
the Common Seal of the **DMC Manager** in)
accordance with the articles of association and)
SIGNED by)
)
)
)
director(s)/person(s) duly authorized by a)
board resolution of its directors whose)
signature(s) is/are)
verified by:-)

COLOUR LEGEND

- GY OTHER PHASE(S)
- R RESIDENTIAL COMMON AREAS AND FACILITIES



NUMBER / 號	DATE / 日期	AMENDMENT / 更改
J	25/03/2025	11TH ISSUE
I	17/03/2025	10TH ISSUE
H	28/02/2025	9TH ISSUE
G	10/01/2025	8TH ISSUE
F	23/10/2024	7TH ISSUE
E	30/05/2024	6TH ISSUE



PROJECT / 工程項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SIZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN -
 LIFT PIT FLOOR

SCALE / 比例	JOB NUMBER / 工程編號
1 : 2000 A3	5552B
DATE / 日期	DRAWING NUMBER / 圖號
JUL 2022	DMC-P-01A
E F G H I J	

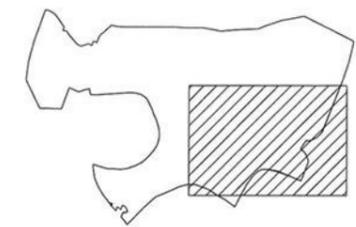
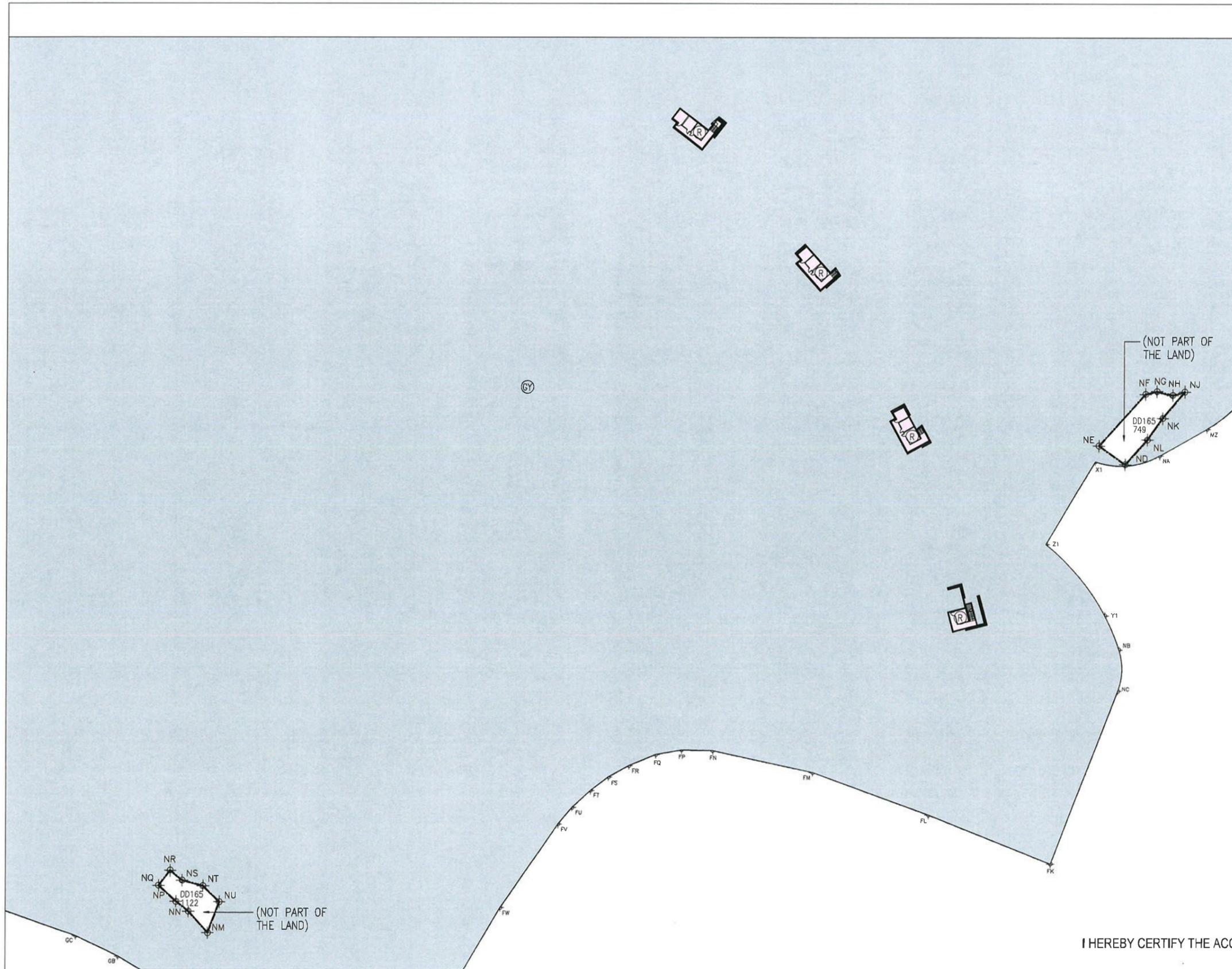
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Chan Wan Ming

CHAN WAN MING
 AUTHORIZED PERSON (ARCHITECT)
 25 MARCH 2025



KEY PLAN

COLOUR LEGEND

- GY OTHER PHASE(S)
- R RESIDENTIAL COMMON AREAS AND FACILITIES

NUMBER / 號	DATE / 日期	AMENDMENT / 版次
J	25/03/2025	11TH ISSUE
I	17/03/2025	10TH ISSUE
H	28/02/2025	9TH ISSUE
G	10/01/2025	8TH ISSUE
F	23/10/2024	7TH ISSUE
E	30/05/2024	6TH ISSUE



PROJECT / 工程項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

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 PRINCIPAL DMC PLAN -
 LIFT PIT FLOOR
 (SHEET 1 OF 1)

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DATE / 日期 DRAWING NUMBER / 圖號
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25 MARCH 2025

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- G DEVELOPMENT COMMON AREAS AND FACILITIES
- R RESIDENTIAL COMMON AREAS AND FACILITIES (RECREATIONAL AREAS AND FACILITIES)
- R RESIDENTIAL COMMON AREAS AND FACILITIES
- Y RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
- O COMMERCIAL ACCOMMODATION
- COMMERCIAL ACCOMMODATION (SURFACE)
- TRELLIS (RED HATCHED GREEN)
- EXISTING PATHS AND TRACKS (GREEN HATCHED INDIGO)

NUMBER OF RESIDENTIAL CAR PARKING SPACES ON BASEMENT 1 FLOOR : 308
 NUMBER OF RESIDENTIAL MOTOR CYCLE PARKING SPACES ON BASEMENT 1 FLOOR : 29

NUMBER / 號	DATE / 日期	AMENDMENT / 修改
N	25/03/2025	15TH ISSUE
M	17/03/2025	14TH ISSUE
L	28/02/2025	13TH ISSUE
K	10/01/2025	12TH ISSUE

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PROJECT / 工程項目
 SAI SHA DEVELOPMENT
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DRAWING / 圖名
 PRINCIPAL DMC PLAN -
 BASEMENT 1 FLOOR

SCALE / 比例	JOB NUMBER / 工程編號
1 : 2000 A3	5552B
DATE / 日期	DRAWING NUMBER / 圖號
JUN 2022	DMC-P-01

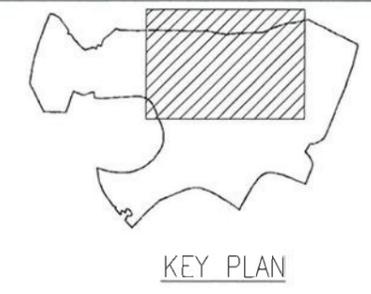
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 - R RESIDENTIAL COMMON AREAS AND FACILITIES (RECREATIONAL AREAS AND FACILITIES)
 - R RESIDENTIAL COMMON AREAS AND FACILITIES
 - Y RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES

NUMBER OF RESIDENTIAL CAR PARKING SPACES ON BASEMENT 1 FLOOR : 308

NUMBER OF RESIDENTIAL MOTOR CYCLE PARKING SPACES ON BASEMENT 1 FLOOR : 29

NUMBER / 序號	DATE / 日期	REVISION / 修訂
N	25/03/2025	14TH ISSUE
M	17/03/2025	13TH ISSUE
L	28/02/2025	12TH ISSUE
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J	23/10/2024	10TH ISSUE

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 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN --
 BASEMENT 1 FLOOR
 (SHEET 1 OF 2)

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DATE / 日期	DRAWING NUMBER / 圖號
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 - V ACCESSIBLE VISITOR PARKING SPACES

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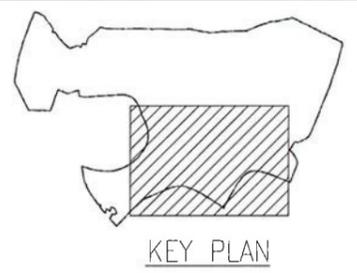
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MATCH LINE
 REFER P-01-2



REFER P-01-1

REFER P-01-1
MATCH LINE



- COLOUR LEGEND
- GY OTHER PHASE(S)
 - G DEVELOPMENT COMMON AREAS AND FACILITIES
 - R RESIDENTIAL COMMON AREAS AND FACILITIES
 - Y RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
 - O COMMERCIAL ACCOMMODATION
 - COMMERCIAL ACCOMMODATION (SURFACE)
 - TRELLIS (RED HATCHED GREEN)
 - EXISTING PATHS AND TRACKS (GREEN HATCHED INDIGO)

NUMBER OF RESIDENTIAL CAR PARKING SPACES ON BASEMENT 1 FLOOR : 308
 NUMBER OF RESIDENTIAL MOTOR CYCLE PARKING SPACES ON BASEMENT 1 FLOOR : 29

NUMBER / 號	DATE / 日	REVISION / 修改
N	25/03/2025	14TH ISSUE
M	17/03/2025	13TH ISSUE
L	28/02/2025	12TH ISSUE
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 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN -
 BASEMENT 1 FLOOR
 (SHEET 2 OF 2)

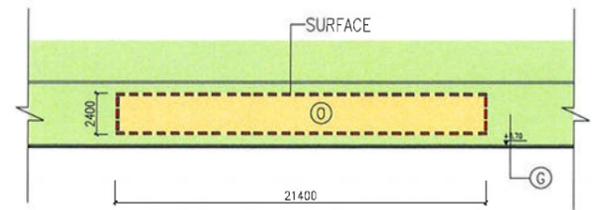
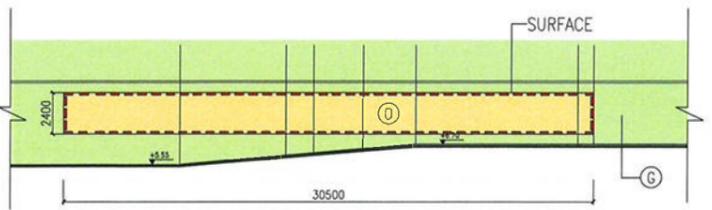
SCALE / 比例	JOB NUMBER / 工程編號					
1 : 800 A3	5552B					
DATE / 日期	DRAWING NUMBER / 圖號					
JUN 2022	DMC-P-01-2					
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	J	K	L	M	N	

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 - VISITOR PARKING SPACES (NOT BEING ACCESSIBLE VISITOR PARKING SPACES)
 - ACCESSIBLE VISITOR PARKING SPACES

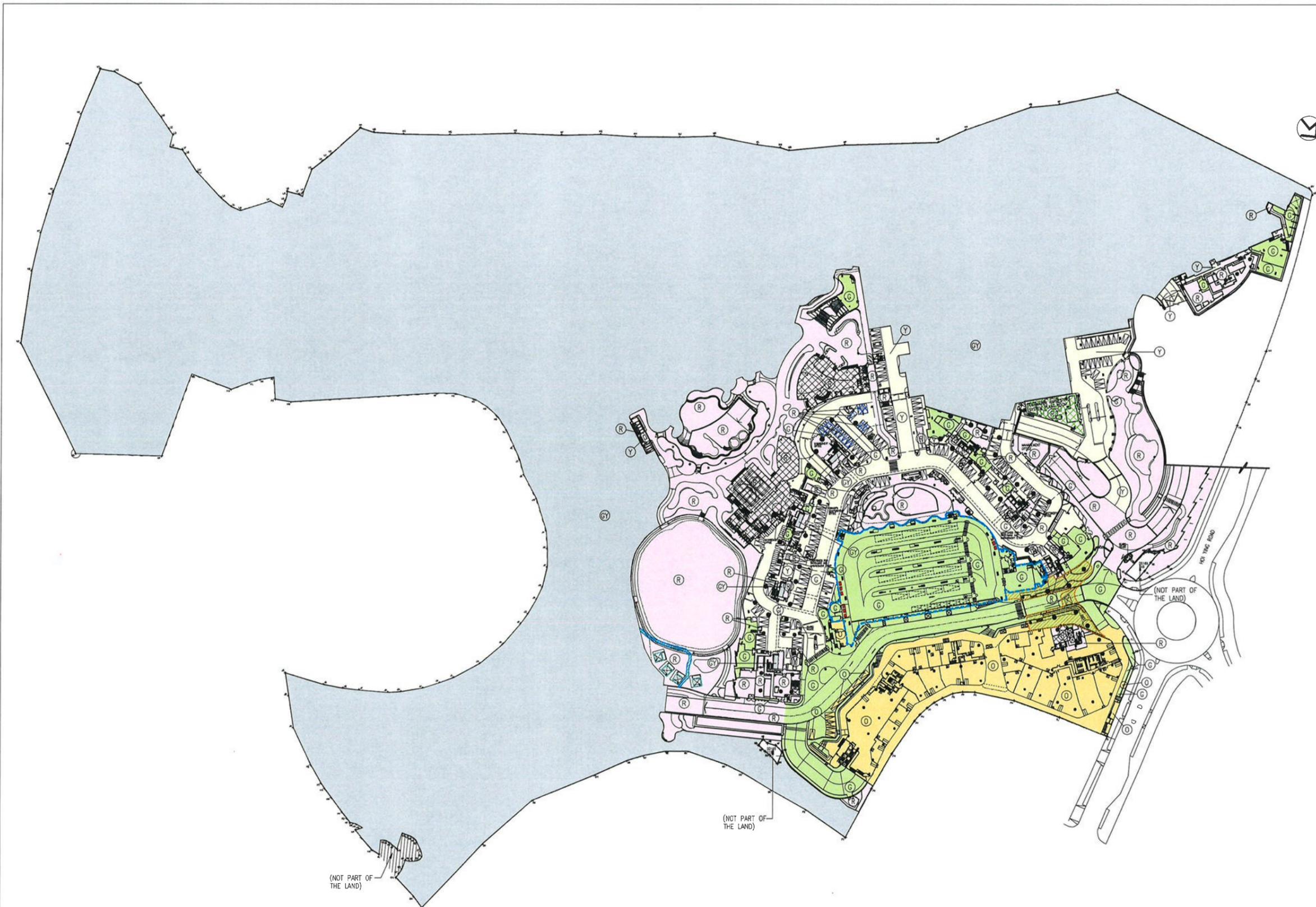


PART PLAN OF BICYCLE PARKING SPACES

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 25 MARCH 2025



COLOUR LEGEND

- GY OTHER PHASE(S)
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- R RESIDENTIAL COMMON AREAS AND FACILITIES (RECREATIONAL AREAS AND FACILITIES)
- R RESIDENTIAL COMMON AREAS AND FACILITIES (ENVIRONMENTALLY FRIENDLY SYSTEM AND FEATURES AND THE PLANT ROOM, PIPE DUCTS/ AIR DUCTS FOR ENVIRONMENTALLY FRIENDLY SYSTEM AND FEATURES)
- R RECREATIONAL AREAS AND FACILITIES CAR PARKING SPACES
- R RESIDENTIAL COMMON AREAS AND FACILITIES
- Y RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
- D COMMERCIAL ACCOMMODATION
- COMMERCIAL ACCOMMODATION (SURFACE)
- TRELLIS (RED HATCHED GREEN)
- COVERED LANDSCAPED AREA (GREEN HATCHED BROWN)
- G TRANSPORT INTERCHANGE (GREEN EDGED INDIGO)
- EXISTING PATHS AND TRACKS (GREEN HATCHED INDIGO)

NUMBER OF RESIDENTIAL CAR PARKING SPACES ON LOWER GROUND FLOOR : 123
 NUMBER OF RESIDENTIAL MOTOR CYCLE PARKING SPACES ON LOWER GROUND FLOOR : 25

P	25/03/2025	16TH ISSUE
N	17/03/2025	15TH ISSUE
M	28/02/2025	14TH ISSUE
L	10/01/2025	13TH ISSUE
K	23/10/2024	12TH ISSUE
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NUMBER / 編號	DATE / 日期	REVISION / 修訂

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PROJECT / 工程項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN -
 LOWER GROUND FLOOR

SCALE / 比例	JOB NUMBER / 工程編號
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JUN 2022	DMC-P-02
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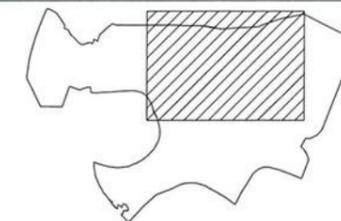
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KEY PLAN

COLOUR LEGEND

- GY OTHER PHASE(S)
- G DEVELOPMENT COMMON AREAS AND FACILITIES
- R RESIDENTIAL COMMON AREAS AND FACILITIES (RECREATIONAL AREAS AND FACILITIES)
- P RECREATIONAL AREAS AND FACILITIES CAR PARKING SPACES
- R RESIDENTIAL COMMON AREAS AND FACILITIES
- Y RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES

NUMBER OF RESIDENTIAL CAR PARKING SPACES ON LOWER GROUND FLOOR : 123
 NUMBER OF RESIDENTIAL MOTOR CYCLE PARKING SPACES ON LOWER GROUND FLOOR : 25

NUMBER / 號	DATE / 日期	AMENDMENT / 修訂
P	25/03/2025	15TH ISSUE
N	17/03/2025	14TH ISSUE
M	28/02/2025	13TH ISSUE
L	10/01/2025	12TH ISSUE
K	23/10/2024	11TH ISSUE
J	11/07/2024	10TH ISSUE



PROJECT / 工程項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SIZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN -
 LOWER GROUND FLOOR
 (SHEET 1 OF 4)

SCALE / 比例
 1 : 800 A3

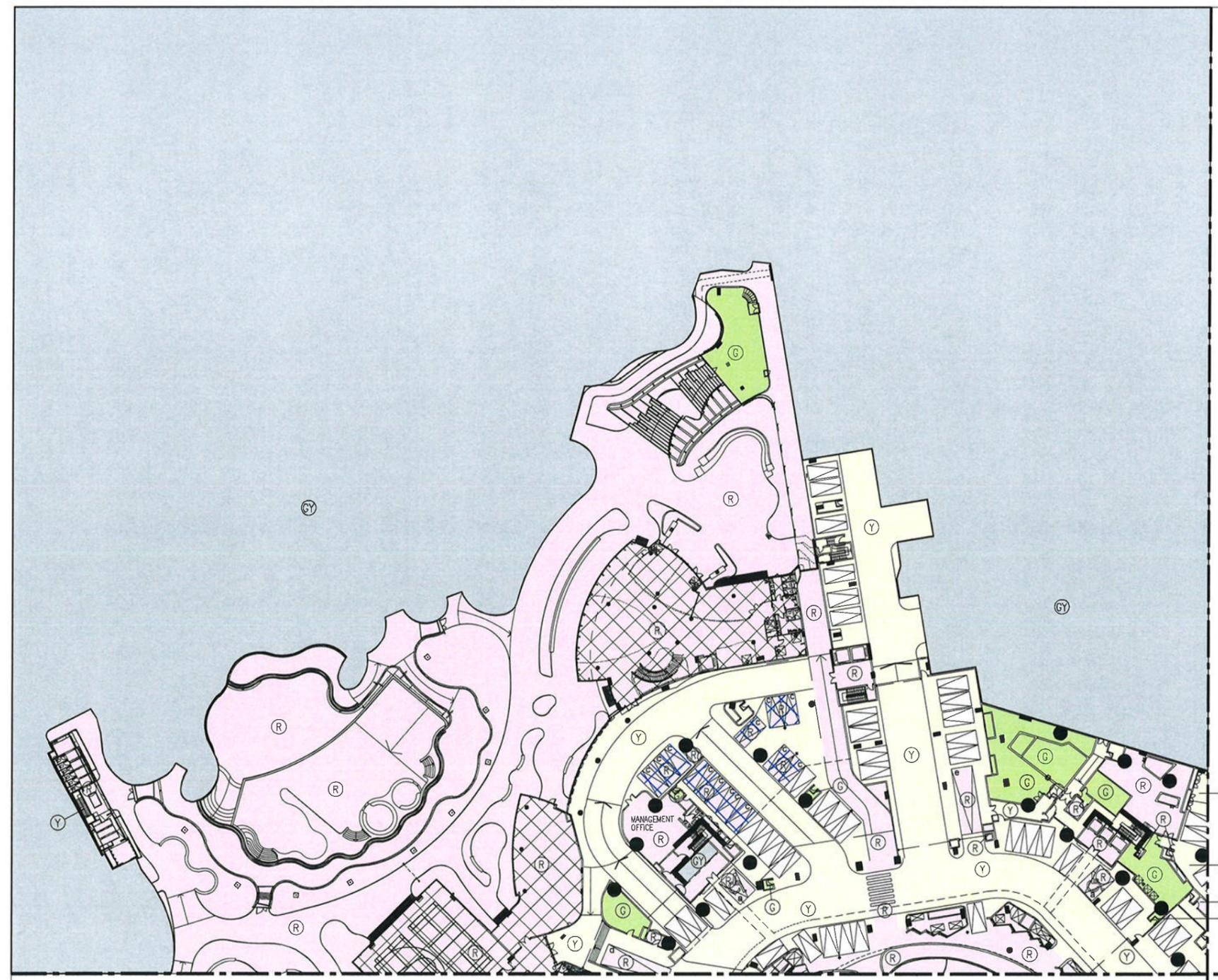
JOB NUMBER / 工程編號
 5552B

DATE / 日期
 JUN 2022

DRAWING NUMBER / 圖號
 DMC-P-02-1

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定

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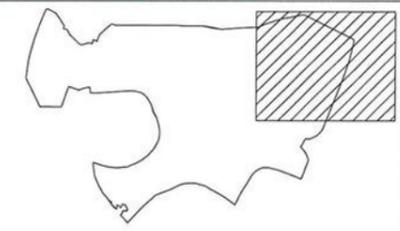


MATCH LINE
 REFER P-02-2
 REFER P-02-3

- LEGEND :
- A ACCESSIBLE RESIDENTIAL CAR PARKING SPACES
 - P RECREATIONAL AREAS AND FACILITIES CAR PARKING SPACES
 - R RECREATIONAL AREAS AND FACILITIES LOADING AND UNLOADING SPACE
 - R RESIDENTIAL LOADING AND UNLOADING SPACES (NOT BEING RECREATIONAL AREAS AND FACILITIES LOADING AND UNLOADING SPACES)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

CHAN WAN MING
 AUTHORIZED PERSON (ARCHITECT)
 25 MARCH 2025



KEY PLAN

COLOUR LEGEND

- GY OTHER PHASE(S)
- G DEVELOPMENT COMMON AREAS AND FACILITIES
- R RESIDENTIAL COMMON AREAS AND FACILITIES (ENVIRONMENTALLY FRIENDLY SYSTEM AND FEATURES AND THE PLANT ROOM, PIPE DUCTS/ AIR DUCTS FOR ENVIRONMENTALLY FRIENDLY SYSTEM AND FEATURES)
- R RESIDENTIAL COMMON AREAS AND FACILITIES
- Y RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES

NUMBER OF RESIDENTIAL CAR PARKING SPACES ON LOWER GROUND FLOOR : 123
 NUMBER OF RESIDENTIAL MOTOR CYCLE PARKING SPACES ON LOWER GROUND FLOOR : 25

NUMBER / 版次	DATE / 日期	REVISION / 备注
P	25/03/2025	15TH ISSUE
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PROJECT / 工程项目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN -
 LOWER GROUND FLOOR
 (SHEET 2 OF 4)

SCALE / 比例
 1 : 800 A3

JOB NUMBER / 工程編號
 5552B

DATE / 日期
 JUN 2022

DRAWING NUMBER / 圖號
 DMC-P-02-2

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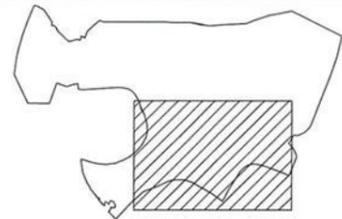
Chan Wan Ming

CHAN WAN MING
 AUTHORIZED PERSON (ARCHITECT)
 25 MARCH 2025

MATCH LINE

REFER P-02-1

REFER P-02-4



KEY PLAN

COLOUR LEGEND

- GY OTHER PHASE(S)
- G DEVELOPMENT COMMON AREAS AND FACILITIES
- R RESIDENTIAL COMMON AREAS AND FACILITIES (RECREATIONAL AREAS AND FACILITIES)
- R RESIDENTIAL COMMON AREAS AND FACILITIES
- Y RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
- O COMMERCIAL ACCOMMODATION
- O COMMERCIAL ACCOMMODATION (SURFACE)
- TRELLIS (RED HATCHED GREEN)
- TRANSPORT INTERCHANGE (GREEN EDGED INDIGO)
- EXISTING PATHS AND TRACKS (GREEN HATCHED INDIGO)

NUMBER OF RESIDENTIAL CAR PARKING SPACES ON LOWER GROUND FLOOR : 123
 NUMBER OF RESIDENTIAL MOTOR CYCLE PARKING SPACES ON LOWER GROUND FLOOR : 25

P	25/03/2025	15TH ISSUE
N	17/03/2025	14TH ISSUE
M	28/02/2025	13TH ISSUE
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K	23/10/2024	11TH ISSUE
J	11/07/2024	10TH ISSUE
NUMBER / 編號	DATE / 日期	AMENDMENT / 修訂



PROJECT / 工程項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

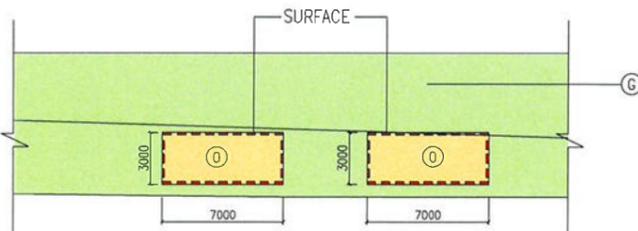
DRAWING / 圖名
 PRINCIPAL DMC PLAN -
 LOWER GROUND FLOOR
 (SHEET 3 OF 4)

SCALE / 比例	JOB NUMBER / 工程編號
1 : 800 A3	5552B
DATE / 日期	DRAWING NUMBER / 圖號
JUN 2022	DMC-P-02-3
H I J K L M N P	

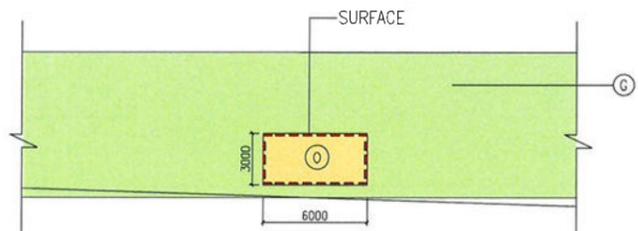
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- LEGEND :
- ACCESSIBLE RESIDENTIAL CAR PARKING SPACES
 - RECREATIONAL AREAS AND FACILITIES LOADING AND UNLOADING SPACE
 - RESIDENTIAL LOADING AND UNLOADING SPACES (NOT BEING RECREATIONAL AREAS AND FACILITIES LOADING AND UNLOADING SPACES)



ELEVATION 3



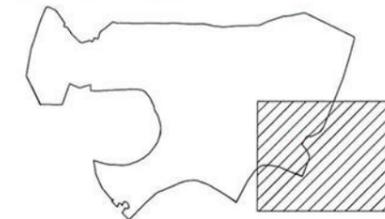
ELEVATION 4

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming

CHAN WAN MING
AUTHORIZED PERSON (ARCHITECT)

25 MARCH 2025



KEY PLAN

COLOUR LEGEND

-  DEVELOPMENT COMMON AREAS AND FACILITIES
-  RESIDENTIAL COMMON AREAS AND FACILITIES (RECREATIONAL AREAS AND FACILITIES)
-  RESIDENTIAL COMMON AREAS AND FACILITIES
-  RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
-  COMMERCIAL ACCOMMODATION
-  COVERED LANDSCAPED AREA (GREEN HATCHED BROWN)
-  TRANSPORT INTERCHANGE (GREEN EDGED INDIGO)

NUMBER OF RESIDENTIAL CAR PARKING SPACES ON LOWER GROUND FLOOR : 123
 NUMBER OF RESIDENTIAL MOTOR CYCLE PARKING SPACES ON LOWER GROUND FLOOR : 25

NUMBER / 序號	DATE / 日期	AMENDMENT / 修訂
P	25/03/2025	15TH ISSUE
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K	23/10/2024	11TH ISSUE
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PROJECT / 工程項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN -
 LOWER GROUND FLOOR
 (SHEET 4 OF 4)

SCALE / 比例	JOB NUMBER / 工程編號
1 : 800 A3	5552B
DATE / 日期	DRAWING NUMBER / 圖號
JUN 2022	DMC-P-02-4
J K L M N P	

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定

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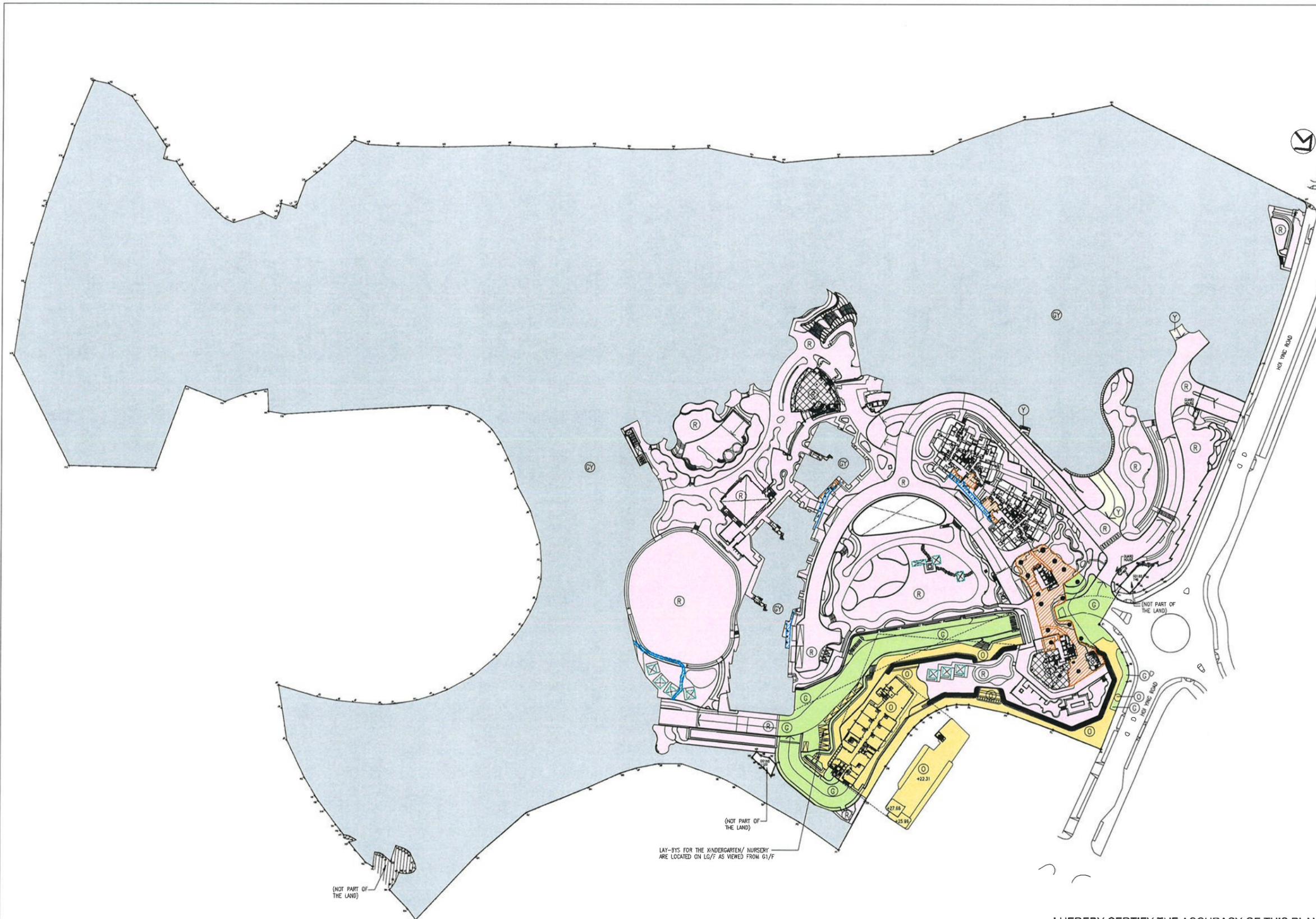


- LEGEND :
-  ACCESSIBLE RESIDENTIAL CAR PARKING SPACES
 -  RESIDENTIAL LOADING AND UNLOADING SPACES (NOT BEING RECREATIONAL AREAS AND FACILITIES LOADING AND UNLOADING SPACES)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming

CHAN WAN MING
 AUTHORIZED PERSON (ARCHITECT)
 25 MARCH 2025



COLOUR LEGEND

	OTHER PHASE(S)
	DEVELOPMENT COMMON AREAS AND FACILITIES
	RESIDENTIAL COMMON AREAS AND FACILITIES (RECREATIONAL AREAS AND FACILITIES)
	RESIDENTIAL COMMON AREAS AND FACILITIES
	RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
	COMMERCIAL ACCOMMODATION
	TRELLIS (RED HATCHED GREEN)
	COVERED WALKWAY (RED HATCHED INDIGO)
	COVERED LANDSCAPED AREA (RED HATCHED BROWN)
	EXISTING PATHS AND TRACKS (GREEN HATCHED INDIGO)

P	25/03/2025	16TH ISSUE
N	17/03/2025	15TH ISSUE
M	28/02/2025	14TH ISSUE
L	10/01/2025	13TH ISSUE
K	23/10/2024	12TH ISSUE
J	11/07/2024	11TH ISSUE
NUMBER / 編號	DATE / 日期	AMENDMENT / 更改

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PROJECT / 工程項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN -
 G1 FLOOR

SCALE / 比例	JOB NUMBER / 工程編號
1 : 2000 A3	5552B
DATE / 日期	DRAWING NUMBER / 圖號
JUN 2022	DMC-P-03
J K L M N P	

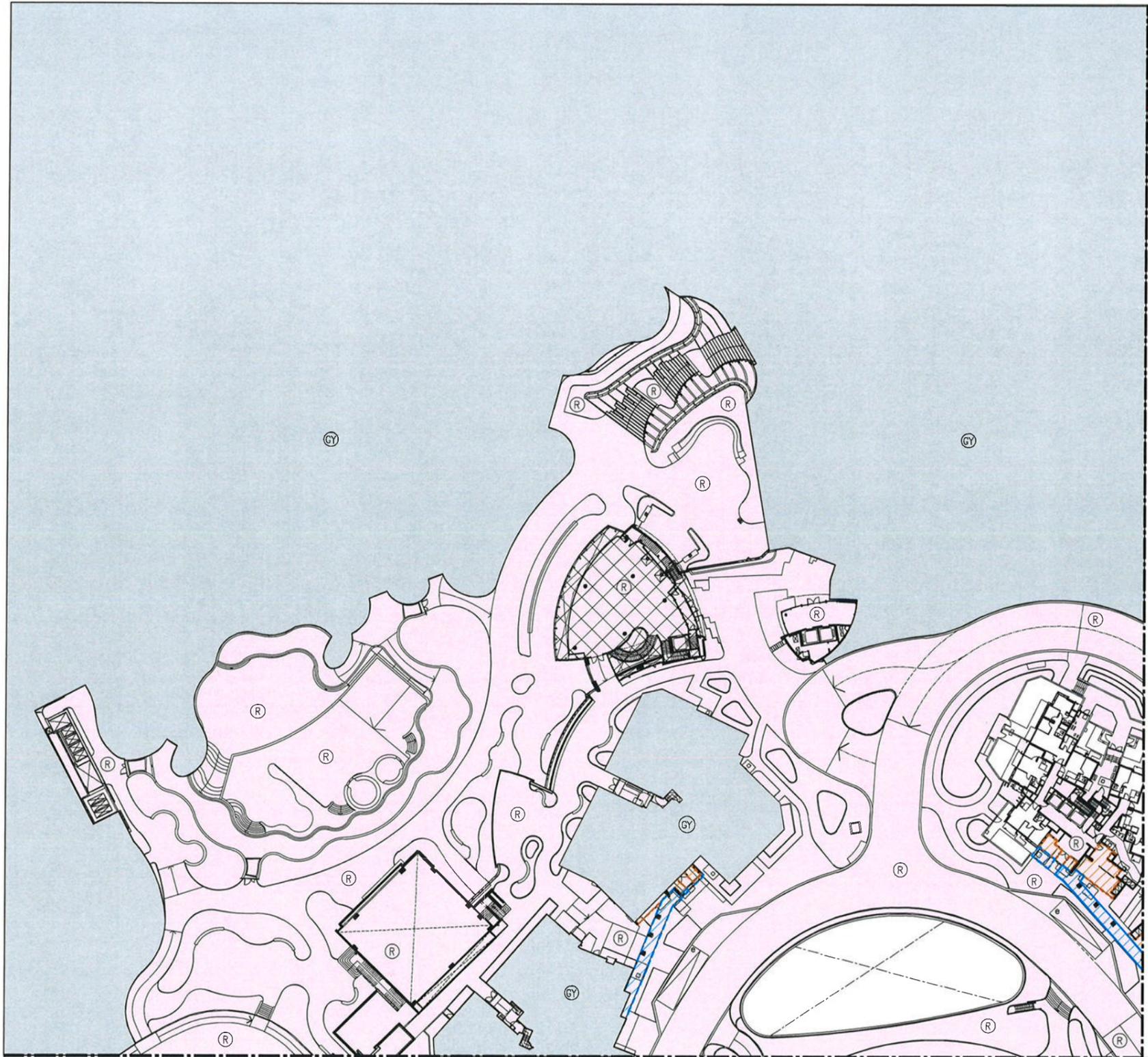
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Chan Wan Ming

CHAN WAN MING
 AUTHORIZED PERSON (ARCHITECT)
 25 MARCH 2025

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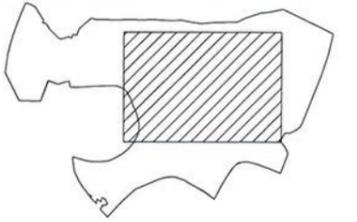
MATCH LINE

MATCH LINE

REFER P-03-2

REFER P-03-3

LEGEND :
 RESIDENTIAL LOADING AND UNLOADING SPACES
 (NOT BEING RECREATIONAL AREAS AND FACILITIES LOADING AND UNLOADING SPACES)



KEY PLAN

COLOUR LEGEND

-  OTHER PHASE(S)
-  RESIDENTIAL COMMON AREAS AND FACILITIES (RECREATIONAL AREAS AND FACILITIES)
-  RESIDENTIAL COMMON AREAS AND FACILITIES
-  COVERED WALKWAY (RED HATCHED INDIGO)
-  COVERED LANDSCAPED AREA (RED HATCHED BROWN)

NUMBER / 號	DATE / 日期	REVISION / 修改
N	25/03/2025	14TH ISSUE
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PROJECT / 工程項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN -
 G1 FLOOR
 (SHEET 1 OF 4)

SCALE / 比例	JOB NUMBER / 工程編號
1 : 800 A3	5552B
DATE / 日期	DRAWING NUMBER / 圖號
JUN 2022	DMC-P-03-1

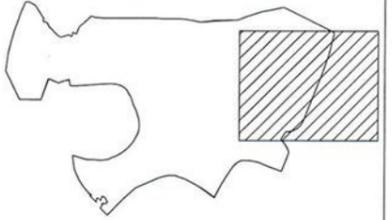
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CHAN WAN MING
 AUTHORIZED PERSON (ARCHITECT)

25 MARCH 2025

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KEY PLAN

COLOUR LEGEND

- GY OTHER PHASE(S)
- R RESIDENTIAL COMMON AREAS AND FACILITIES
- Y RESIDENTIAL CARPARK COMMON AREAS AND FACILITIES
- COVERED WALKWAY (RED HATCHED INDIGO)
- COVERED LANDSCAPED AREA (RED HATCHED BROWN)

NUMBER / 版次	DATE / 日期	AMENDMENT / 备注
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PROJECT / 工程项目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN -
 G1 FLOOR
 (SHEET 2 OF 4)

SCALE / 比例
 1 : 800 A3

JOB NUMBER / 工程編號
 5552B

DATE / 日期
 JUN 2022

DRAWING NUMBER / 圖號
 DMC-P-03-2

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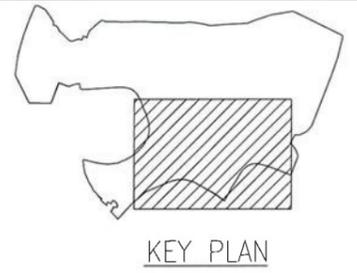
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CHAN WAN MING
 AUTHORIZED PERSON (ARCHITECT)

25 MARCH 2025



- COLOUR LEGEND**
- GY OTHER PHASE(S)
 - G DEVELOPMENT COMMON AREAS AND FACILITIES
 - R RESIDENTIAL COMMON AREAS AND FACILITIES
 - O COMMERCIAL ACCOMMODATION
 - TRELLIS (RED HATCHED GREEN)
 - COVERED WALKWAY (RED HATCHED INDIGO)
 - EXISTING PATHS AND TRACKS (GREEN HATCHED INDIGO)

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PROJECT / 工程項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN -
 G1 FLOOR
 (SHEET 3 OF 4)

SCALE / 比例	JOB NUMBER / 工程編號
1 : 800 A3	5552B
DATE / 日期	DRAWING NUMBER / 圖號
JUN 2022	DMC-P-03-3
J K L M N	

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定

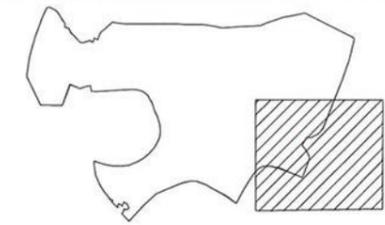
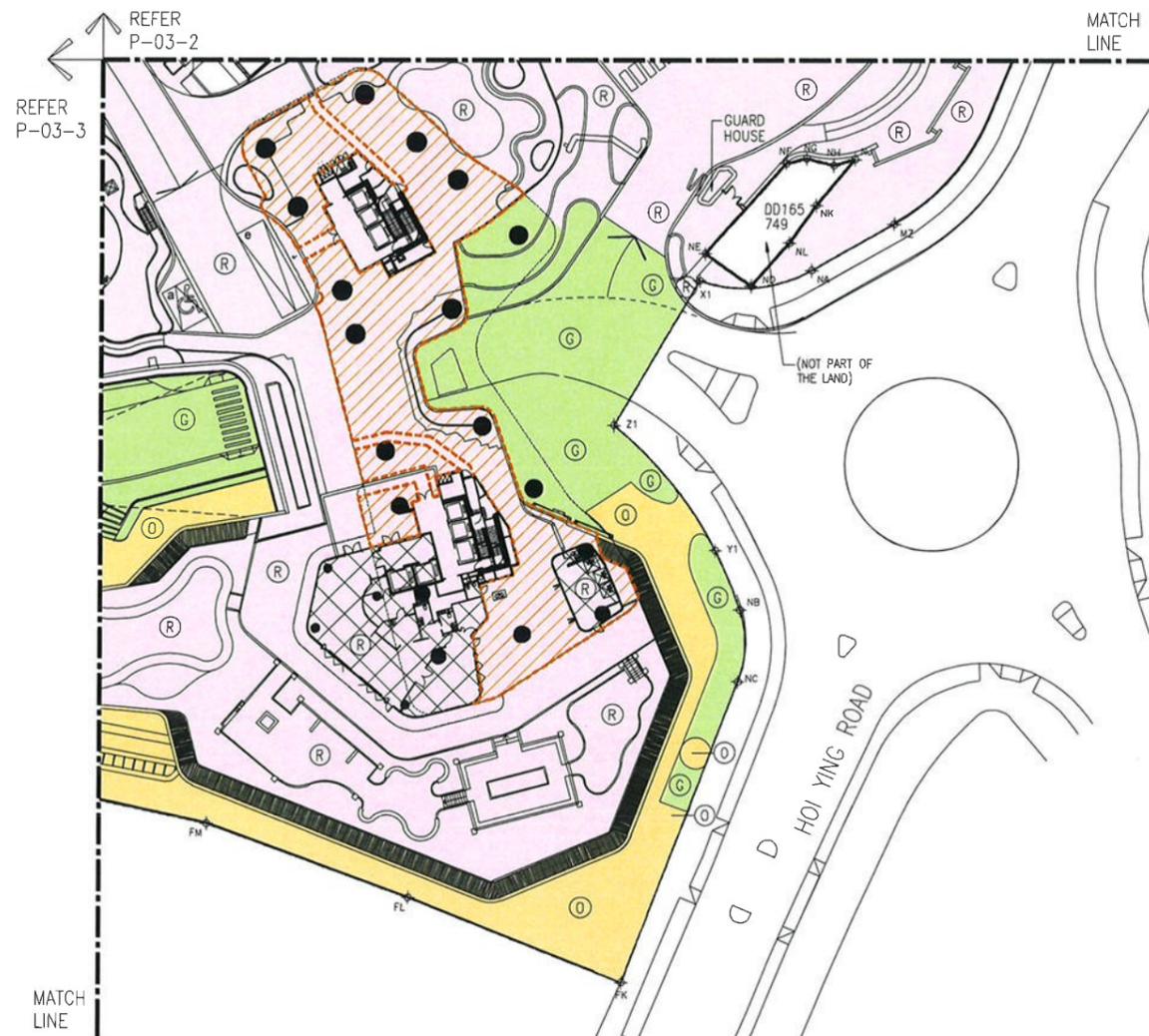
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Chan Wan Ming

CHAN WAN MING
 AUTHORIZED PERSON (ARCHITECT)
 25 MARCH 2025

- LEGEND :**
- ACCESSIBLE RESIDENTIAL CAR PARKING SPACES
 - RESIDENTIAL LOADING AND UNLOADING SPACES (NOT BEING RECREATIONAL AREAS AND FACILITIES LOADING AND UNLOADING SPACES)

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KEY PLAN

COLOUR LEGEND

-  DEVELOPMENT COMMON AREAS AND FACILITIES
-  RESIDENTIAL COMMON AREAS AND FACILITIES (RECREATIONAL AREAS AND FACILITIES)
-  RESIDENTIAL COMMON AREAS AND FACILITIES
-  COMMERCIAL ACCOMMODATION
-  COVERED LANDSCAPED AREA (RED HATCHED BROWN)

- LEGEND :
-  ACCESSIBLE RESIDENTIAL CAR PARKING SPACES
 -  RESIDENTIAL LOADING AND UNLOADING SPACES (NOT BEING RECREATIONAL AREAS AND FACILITIES LOADING AND UNLOADING SPACES)

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M	28/02/2025	13TH ISSUE
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PROJECT / 工程項目
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 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN -
 G1 FLOOR
 (SHEET 4 OF 4)

SCALE / 比例	JOB NUMBER / 工程編號
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DATE / 日期	DRAWING NUMBER / 圖號
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J K L M N P	

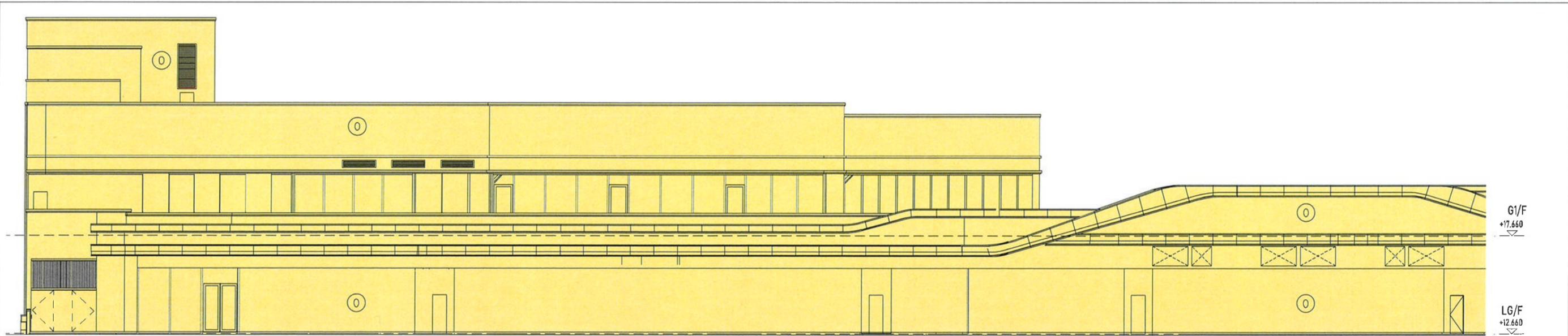
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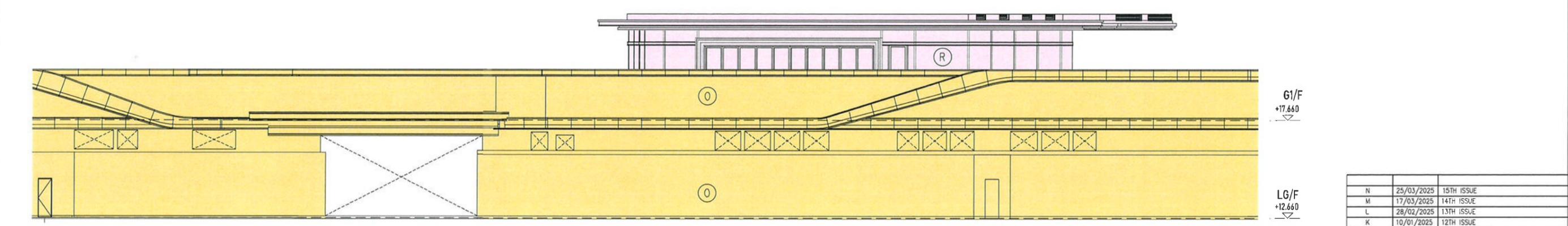
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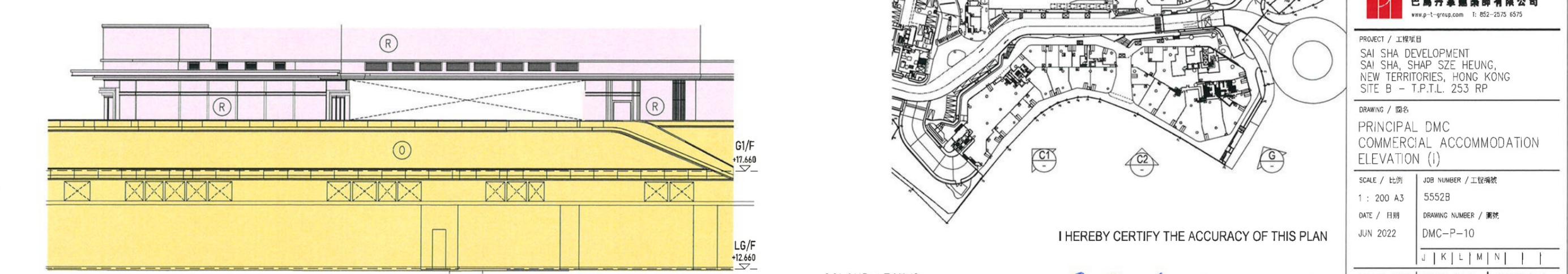
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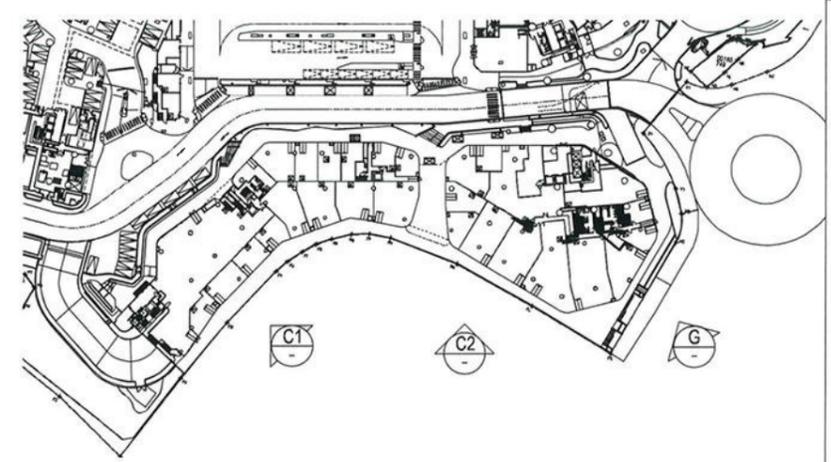
C1 ELEVATION C1



C2 ELEVATION C2



G ELEVATION G



- COLOUR LEGEND**
- R RESIDENTIAL COMMON AREAS AND FACILITIES
 - O COMMERCIAL ACCOMMODATION

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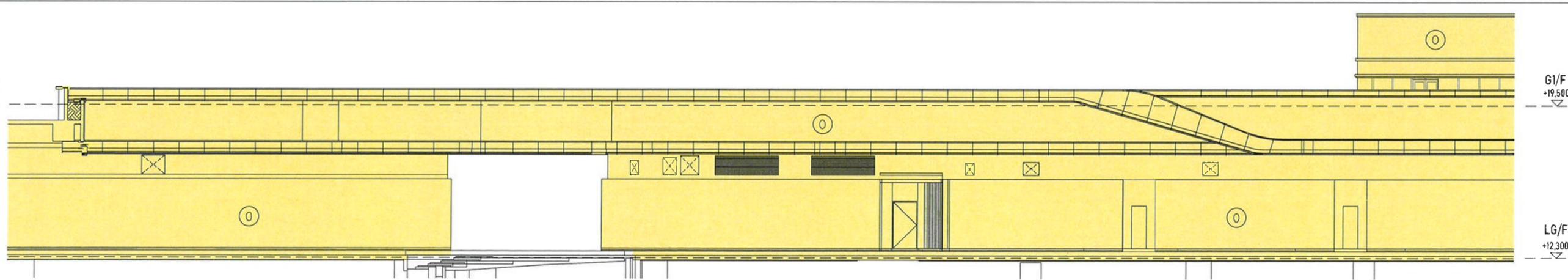
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 SAI SHA DEVELOPMENT
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 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC
 COMMERCIAL ACCOMMODATION
 ELEVATION (I)

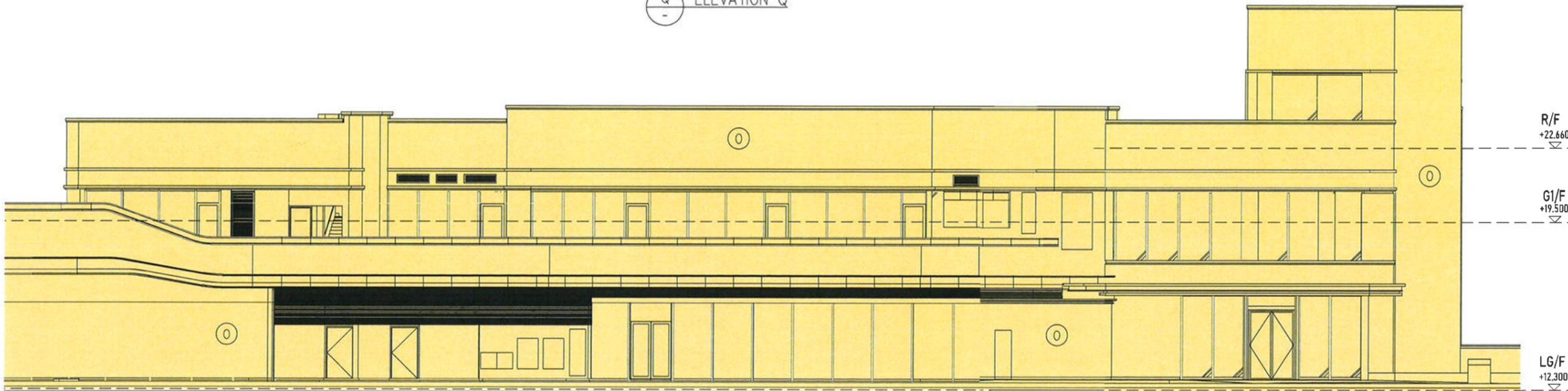
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JUN 2022	DMC-P-10

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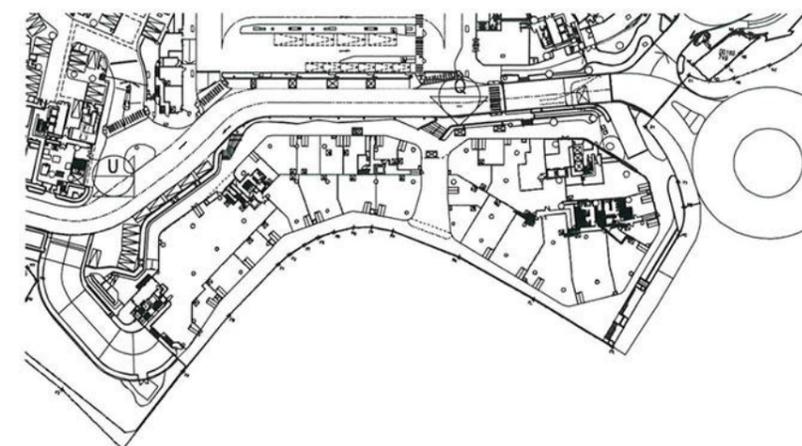
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Q ELEVATION Q



U ELEVATION U



COLOUR LEGEND
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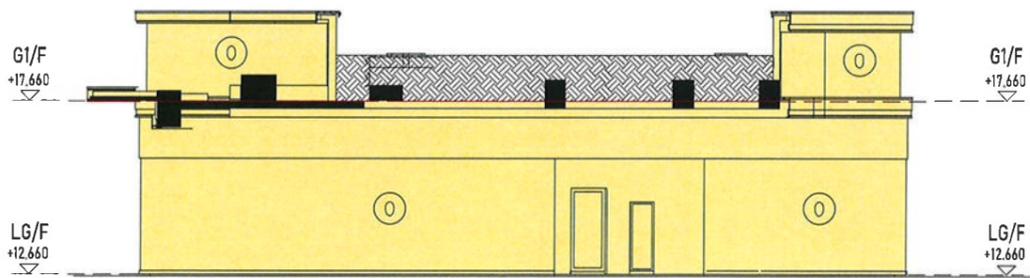
PROJECT / 工程項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
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 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC
 COMMERCIAL ACCOMMODATION
 ELEVATION (II)

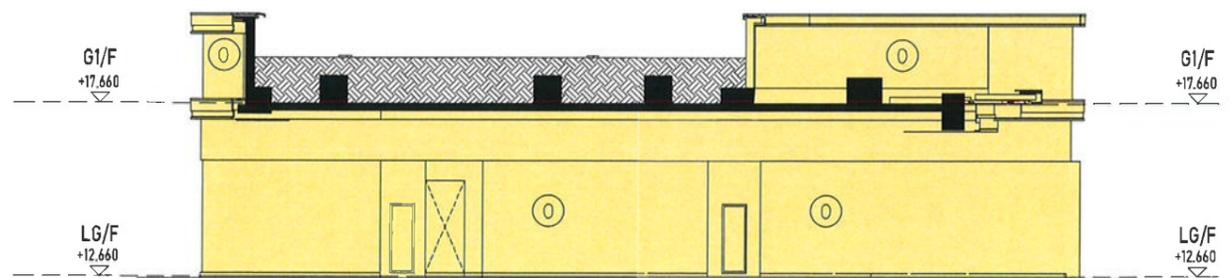
SCALE / 比例	JOB NUMBER / 工程編號
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DATE / 日期	DRAWING NUMBER / 圖號
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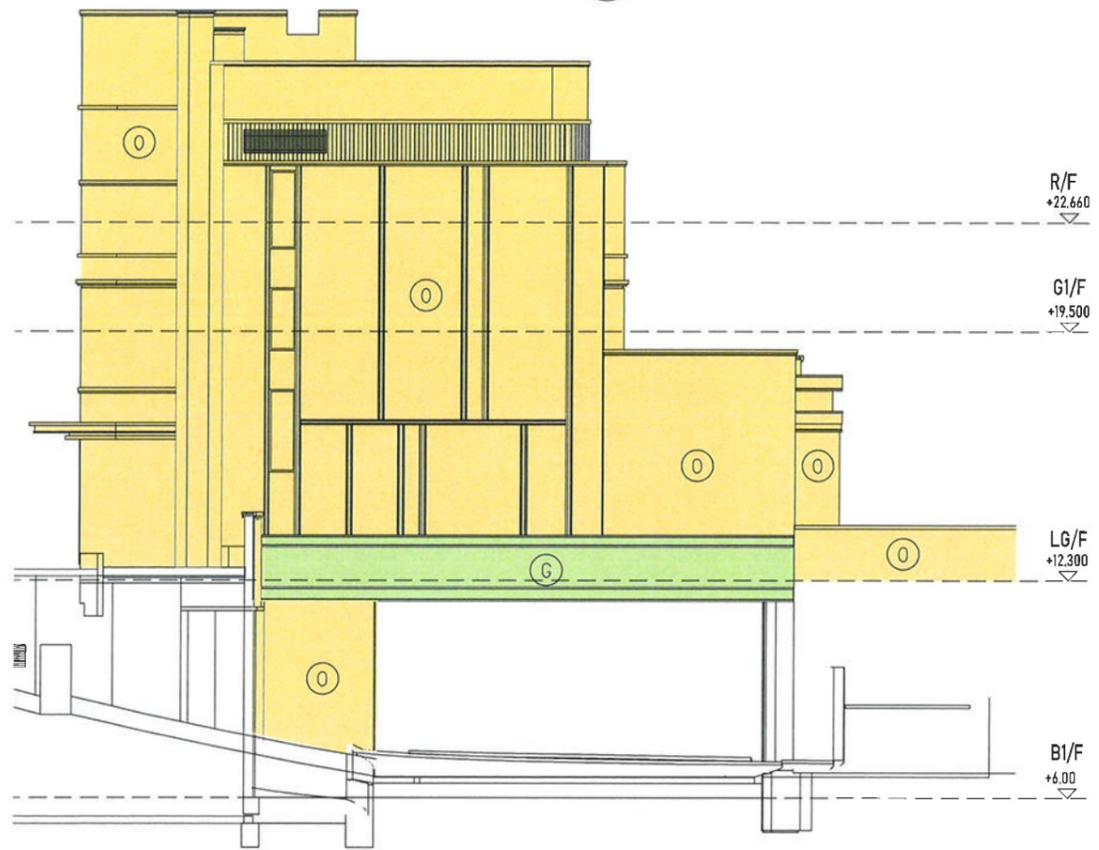
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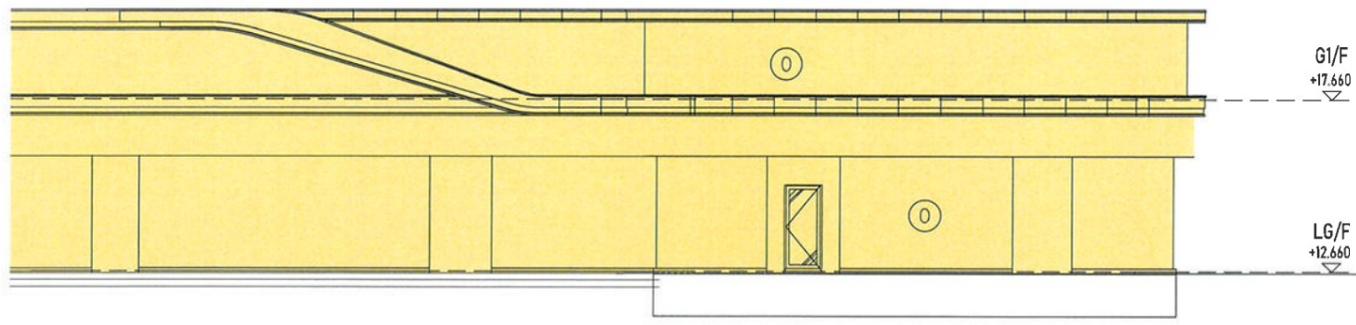
L ELEVATION L



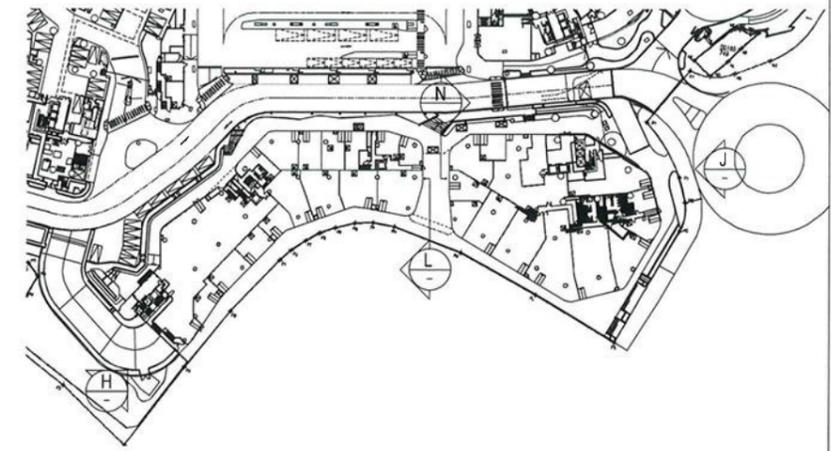
N ELEVATION N



H ELEVATION H



J ELEVATION J



- COLOUR LEGEND
- G DEVELOPMENT COMMON AREAS AND FACILITIES
 - O COMMERCIAL ACCOMMODATION

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 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC
 COMMERCIAL ACCOMMODATION
 ELEVATION (III)

SCALE / 比例	JOB NUMBER / 工程編號
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COLOUR LEGEND

 RISING MAIN SYSTEM (OUTSIDE THE LAND)



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PROJECT / 工程項目
SAI SHA DEVELOPMENT
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DRAWING / 圖名
PRINCIPAL DMC PLAN -
RISING MAIN SYSTEM PLAN

SCALE / 比例
N.T.S.

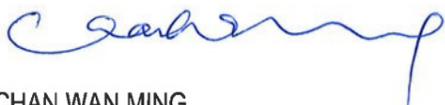
JOB NUMBER / 工程編號
5552B

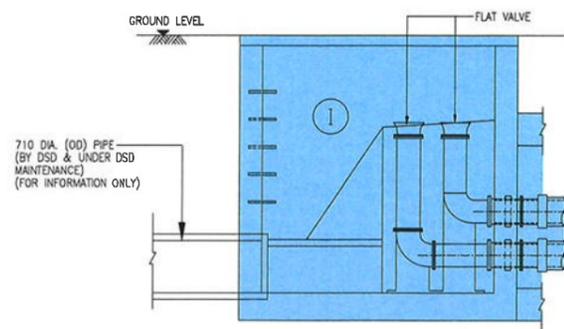
DATE / 日期
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DRAWING NUMBER / 圖號
DMC-P-201

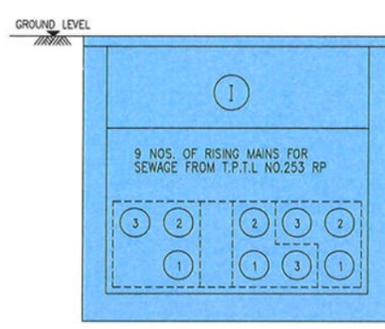
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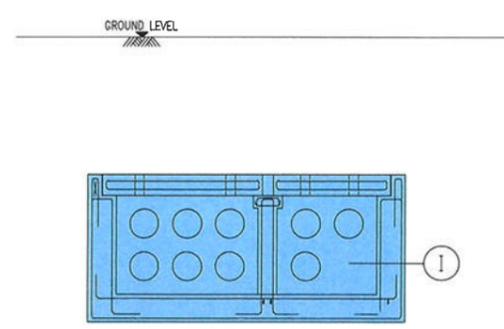

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GRAVITY SEWER CONVERSION CHAMBER
SECTION A-A



GRAVITY SEWER CONVERSION CHAMBER
SECTION B-B

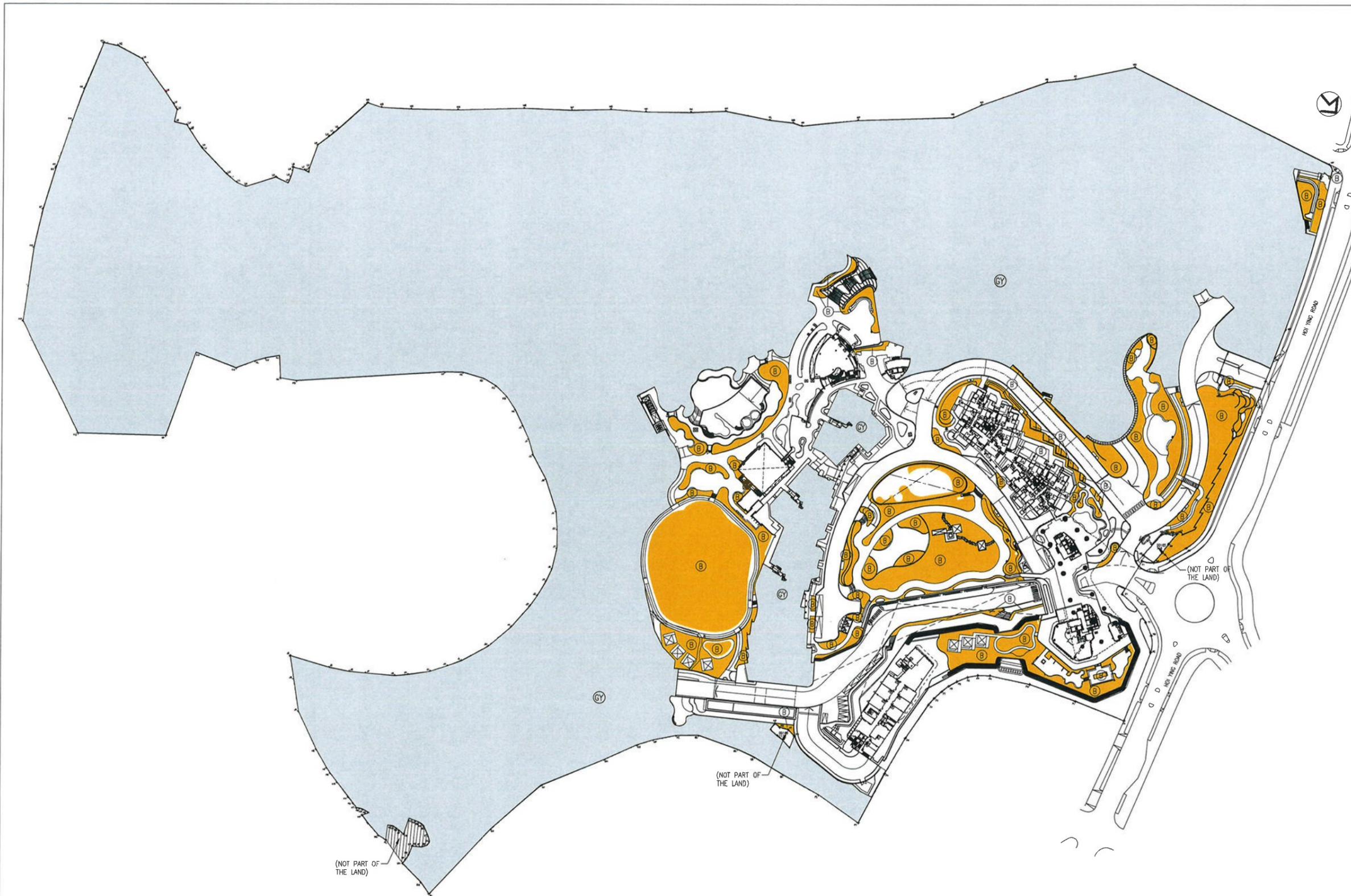


CONCRETE ENCLOSURE OF RISING MAINS
SECTION C-C

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COLOUR LEGEND

- GY OTHER PHASE(S)
- B GREENERY AREAS WITH COMMON ACCESS (11,821m²)



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 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN -
 GREENERY AREAS AT G1 FLOOR

SCALE / 比例	JOB NUMBER / 工程編號
1 : 2000 A3	5552B
DATE / 日期	DRAWING NUMBER / 圖號
JUN 2022	DMC-P-301
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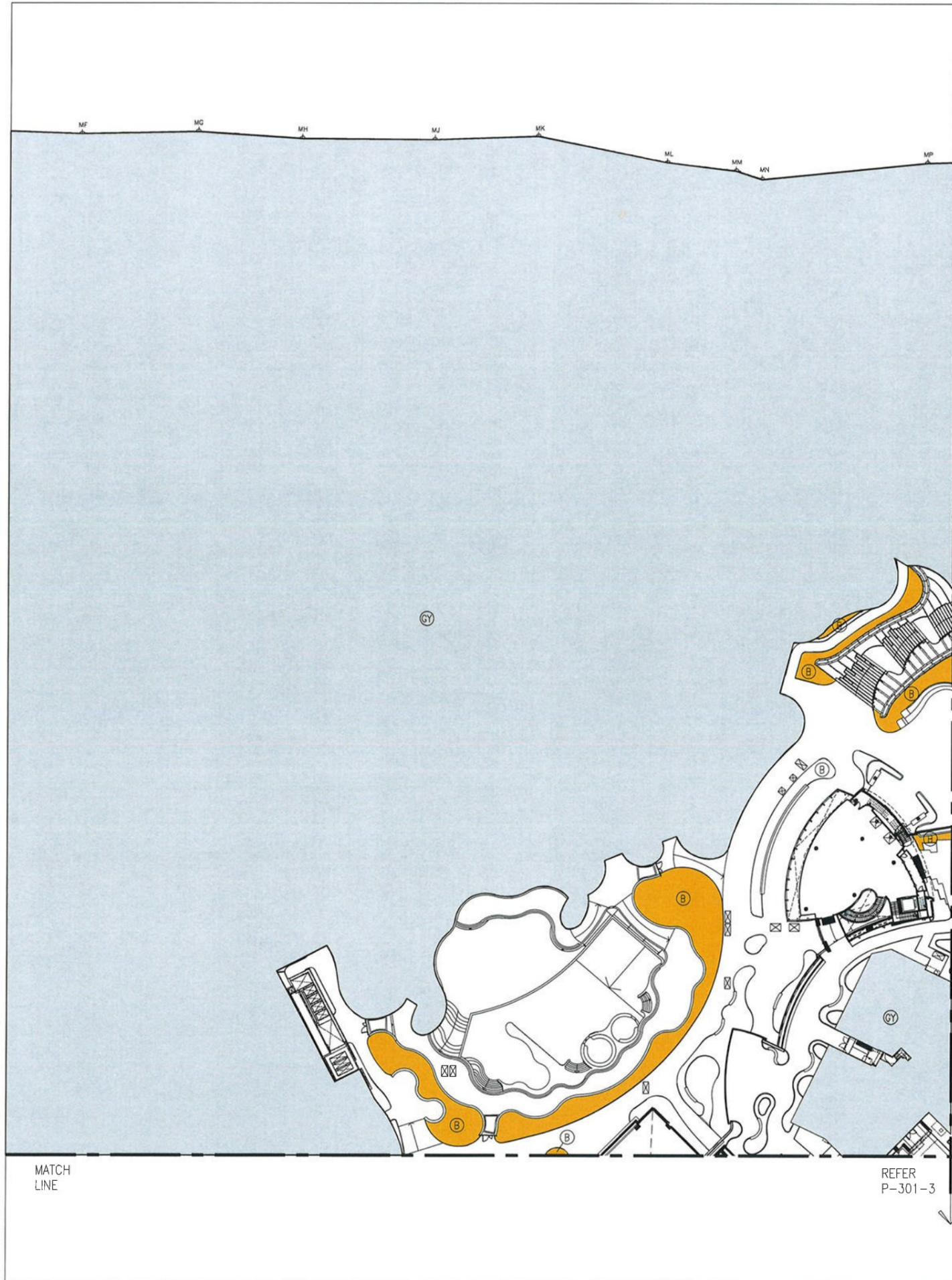
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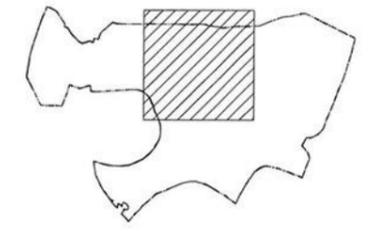
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MATCH LINE



KEY PLAN

COLOUR LEGEND

- GY OTHER PHASE(S)
- B GREENERY AREAS WITH COMMON ACCESS (11,821m²)

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PROJECT / 工程项目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN -
 GREENERY AREAS AT G1 FLOOR
 (SHEET 1 OF 4)

SCALE / 比例	JOB NUMBER / 工程編號
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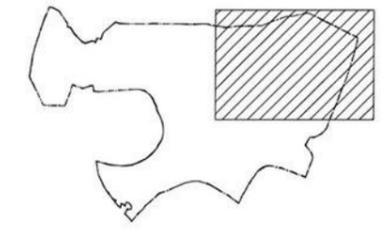
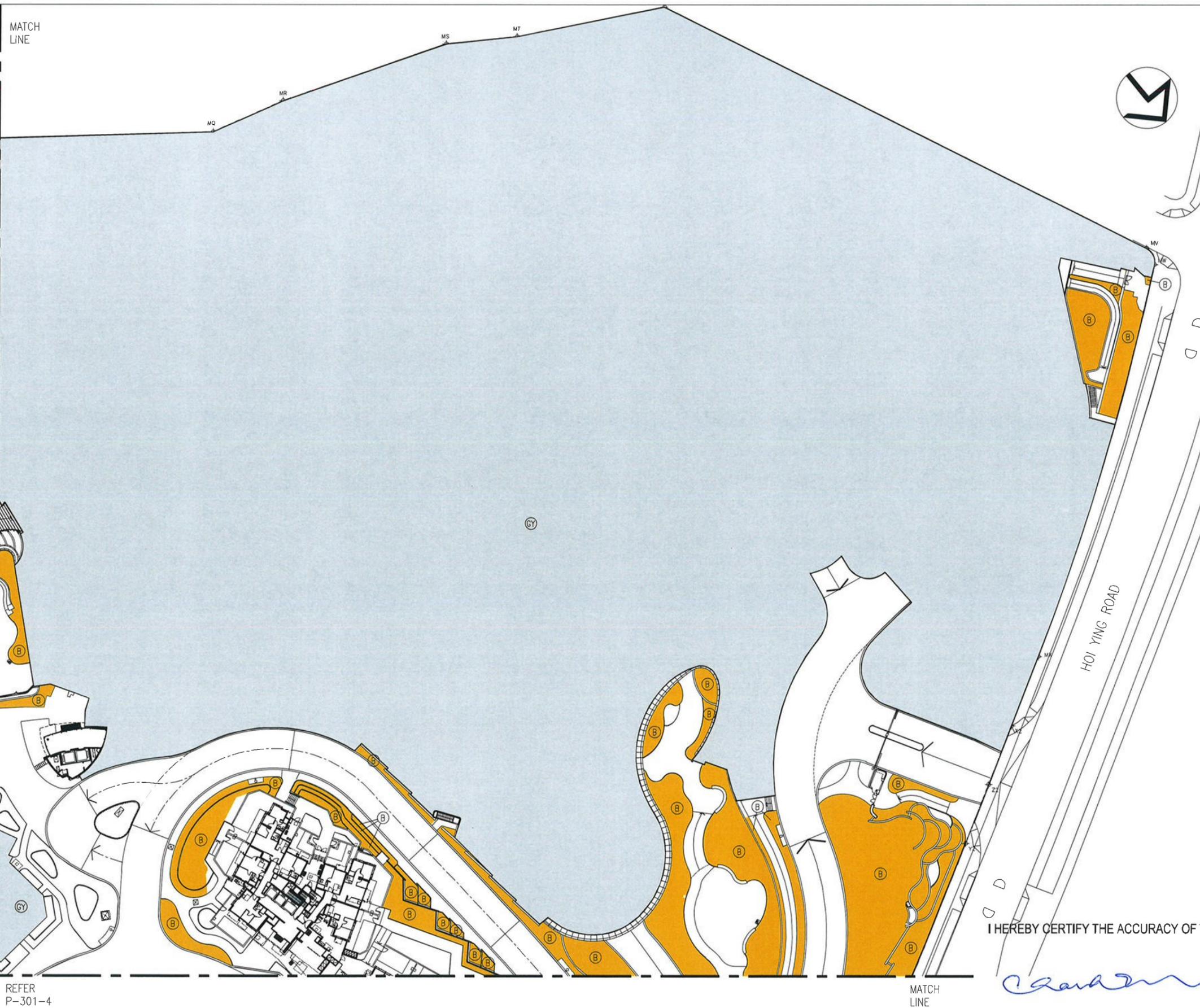
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REFER
 P-301-2

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 P-301-3

MATCH LINE

MATCH LINE



KEY PLAN

COLOUR LEGEND

- GY OTHER PHASE(S)
- B GREENERY AREAS WITH COMMON ACCESS (11,821m²)

N	25/03/2025	14TH ISSUE
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K	10/01/2025	11TH ISSUE
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 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN -
 GREENERY AREAS AT G1 FLOOR
 (SHEET 2 OF 4)

SCALE / 比例	JOB NUMBER / 工程編號
1 : 800 A3	5552B
DATE / 日期	DRAWING NUMBER / 圖號
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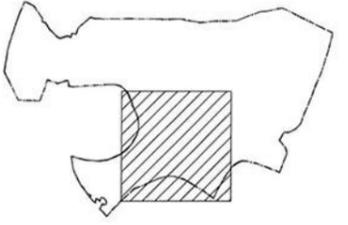
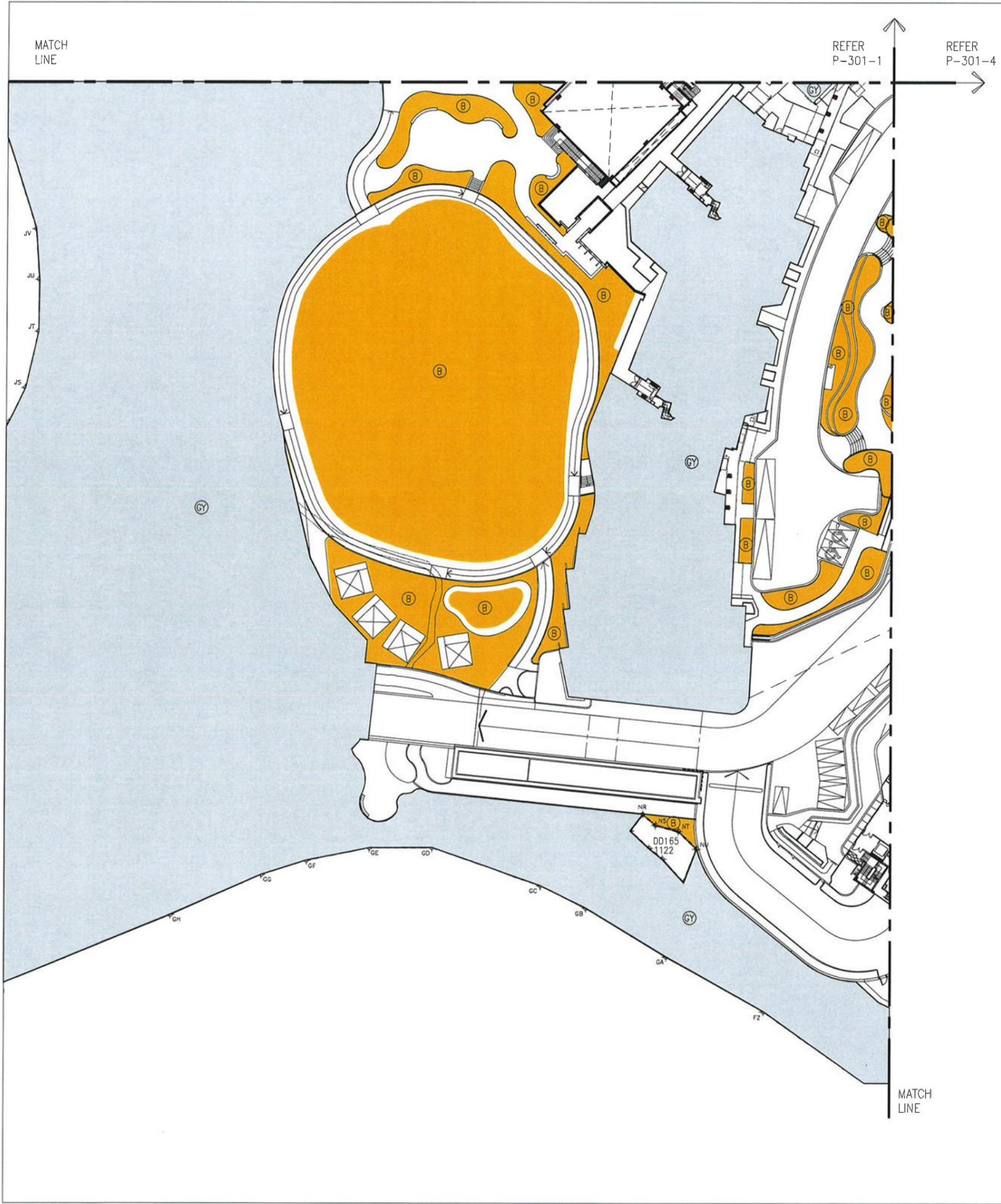
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KEY PLAN

COLOUR LEGEND

- GY OTHER PHASE(S)
- B GREENERY AREAS WITH COMMON ACCESS (11,821m²)

NUMBER / 號	DATE / 日期	AMENDMENT / 修訂
N	25/03/2025	14TH ISSUE
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PROJECT / 工程項目
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DRAWING / 圖名
 PRINCIPAL DMC PLAN -
 GREENERY AREAS AT G1 FLOOR
 (SHEET 3 OF 4)

SCALE / 比例	JOB NUMBER / 工程編號
1 : 800 A3	5552B
DATE / 日期	DRAWING NUMBER / 圖號
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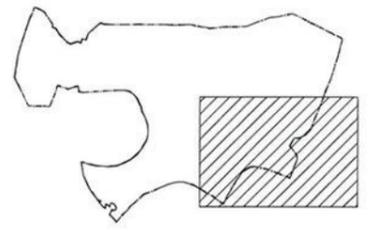
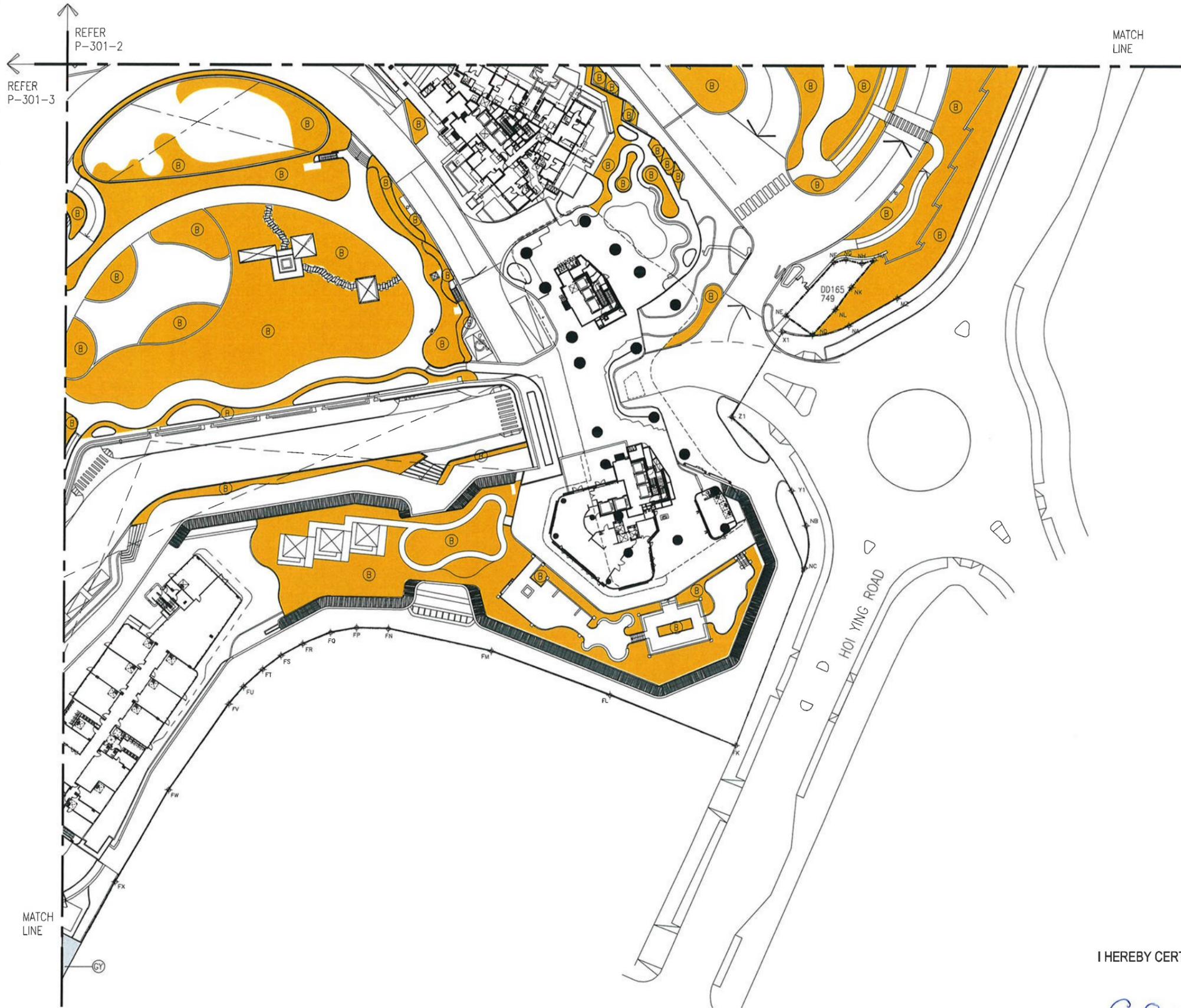
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CHAN WAN MING
 AUTHORIZED PERSON (ARCHITECT)
 25 MARCH 2025

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KEY PLAN

COLOUR LEGEND

- GY OTHER PHASE(S)
- B GREENERY AREAS WITH COMMON ACCESS (11,821m²)

NUMBER / 編號	DATE / 日期	AMENDMENT / 更改
N	25/03/2025	14TH ISSUE
M	17/03/2025	13TH ISSUE
L	28/02/2025	12TH ISSUE
K	10/01/2025	11TH ISSUE
J	23/10/2024	10TH ISSUE

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PROJECT / 工程項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN -
 GREENERY AREAS AT G1 FLOOR
 (SHEET 4 OF 4)

SCALE / 比例	JOB NUMBER / 工程編號
1 : 800 A3	5552B
DATE / 日期	DRAWING NUMBER / 圖號
JUN 2022	DMC-P-301-4
J K L M N	

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定

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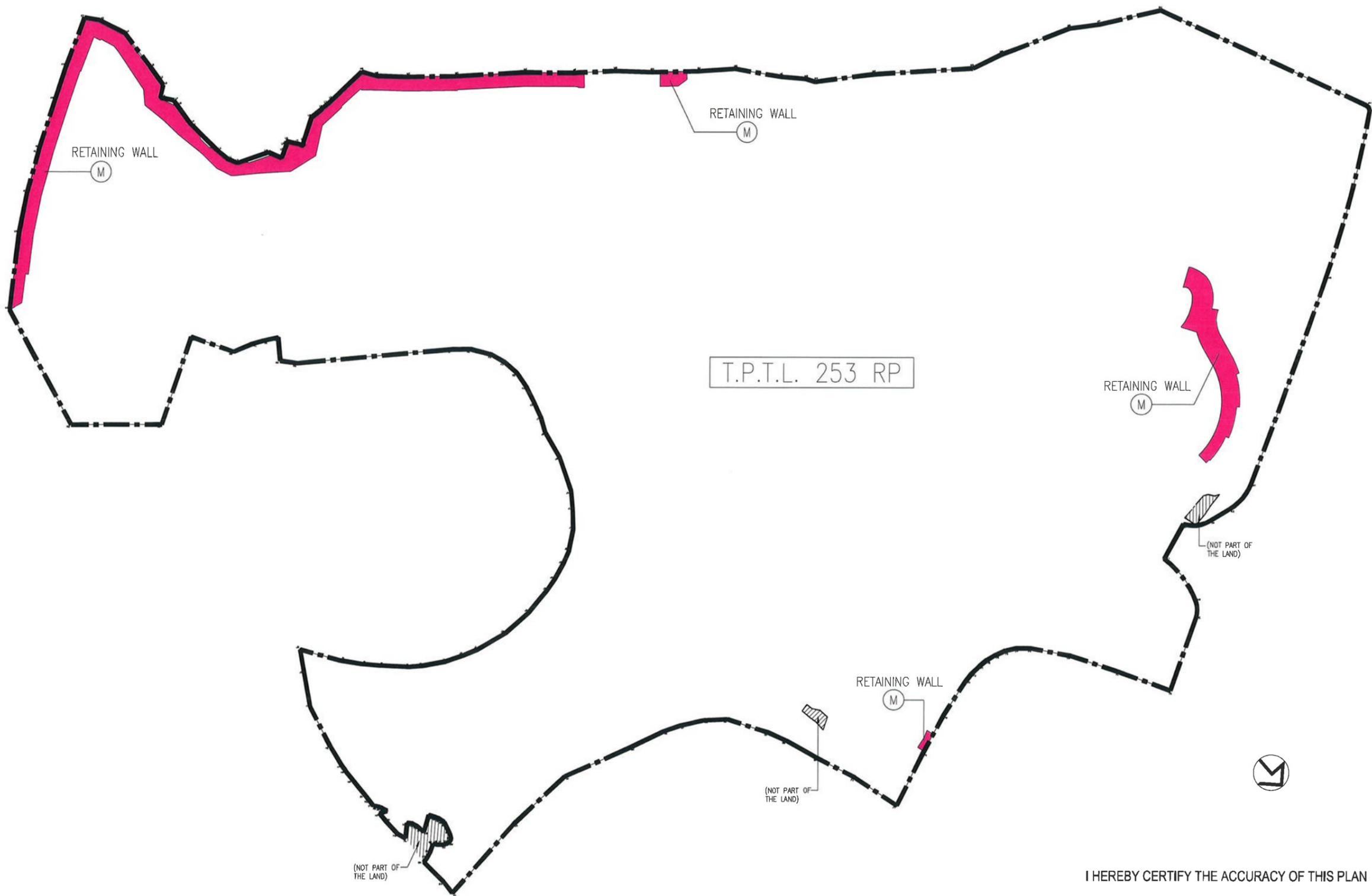
Chan Wan Ming

CHAN WAN MING
 AUTHORIZED PERSON (ARCHITECT)
 25 MARCH 2025

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COLOUR LEGEND

M SLOPES AND RETAINING WALLS



NUMBER / 編號	DATE / 日期	AMENDMENT / 批註
N	25/03/2025	15TH ISSUE
M	17/03/2025	14TH ISSUE
L	28/02/2025	13TH ISSUE
K	10/01/2025	12TH ISSUE
J	23/10/2024	11TH ISSUE

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PROJECT / 工程項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN -
 SLOPES AND RETAINING WALLS

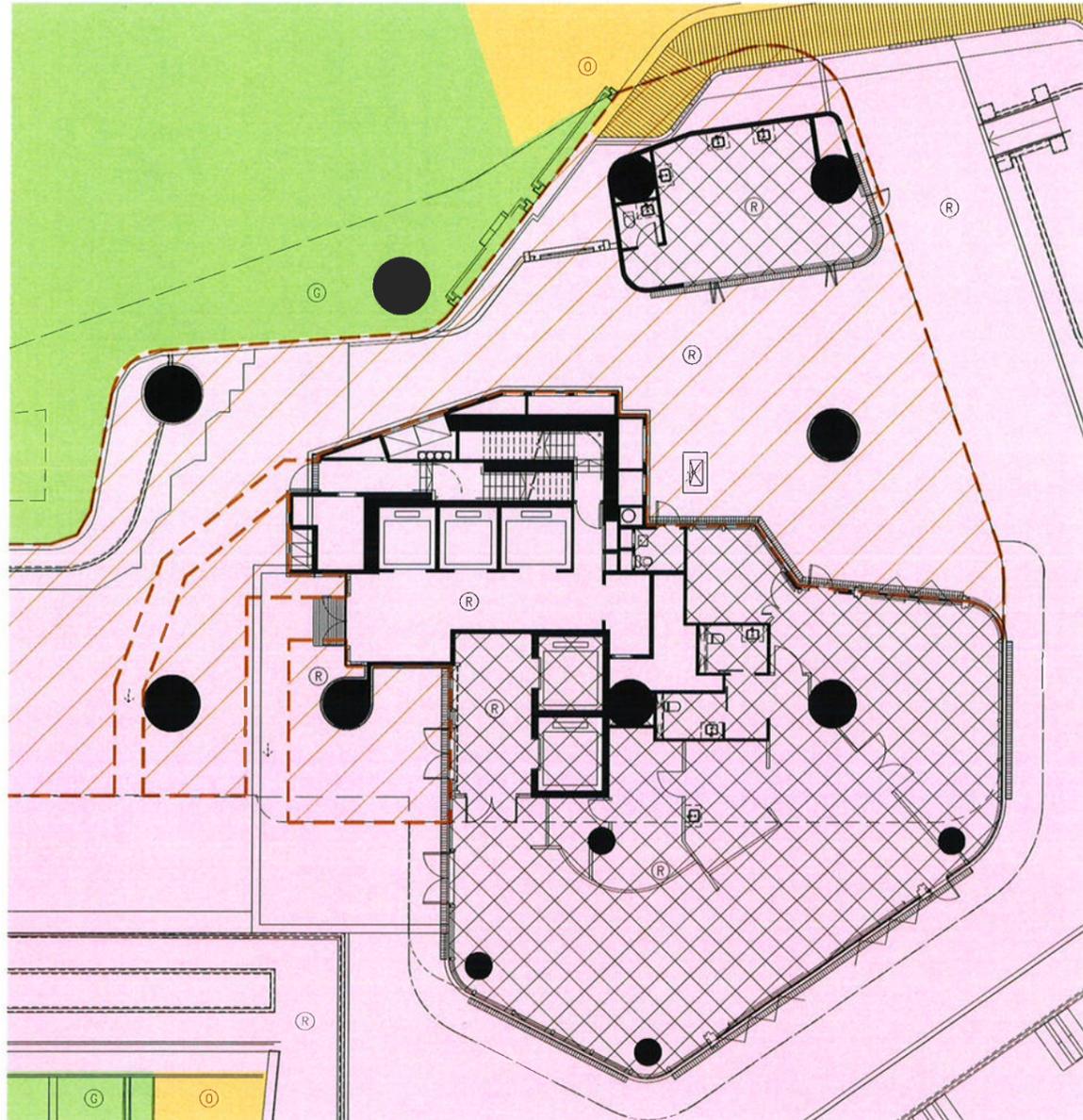
SCALE / 比例	JOB NUMBER / 工程編號
N.T.S.	5552B
DATE / 日期	DRAWING NUMBER / 圖號
JUN 2022	DMC-P-401

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定

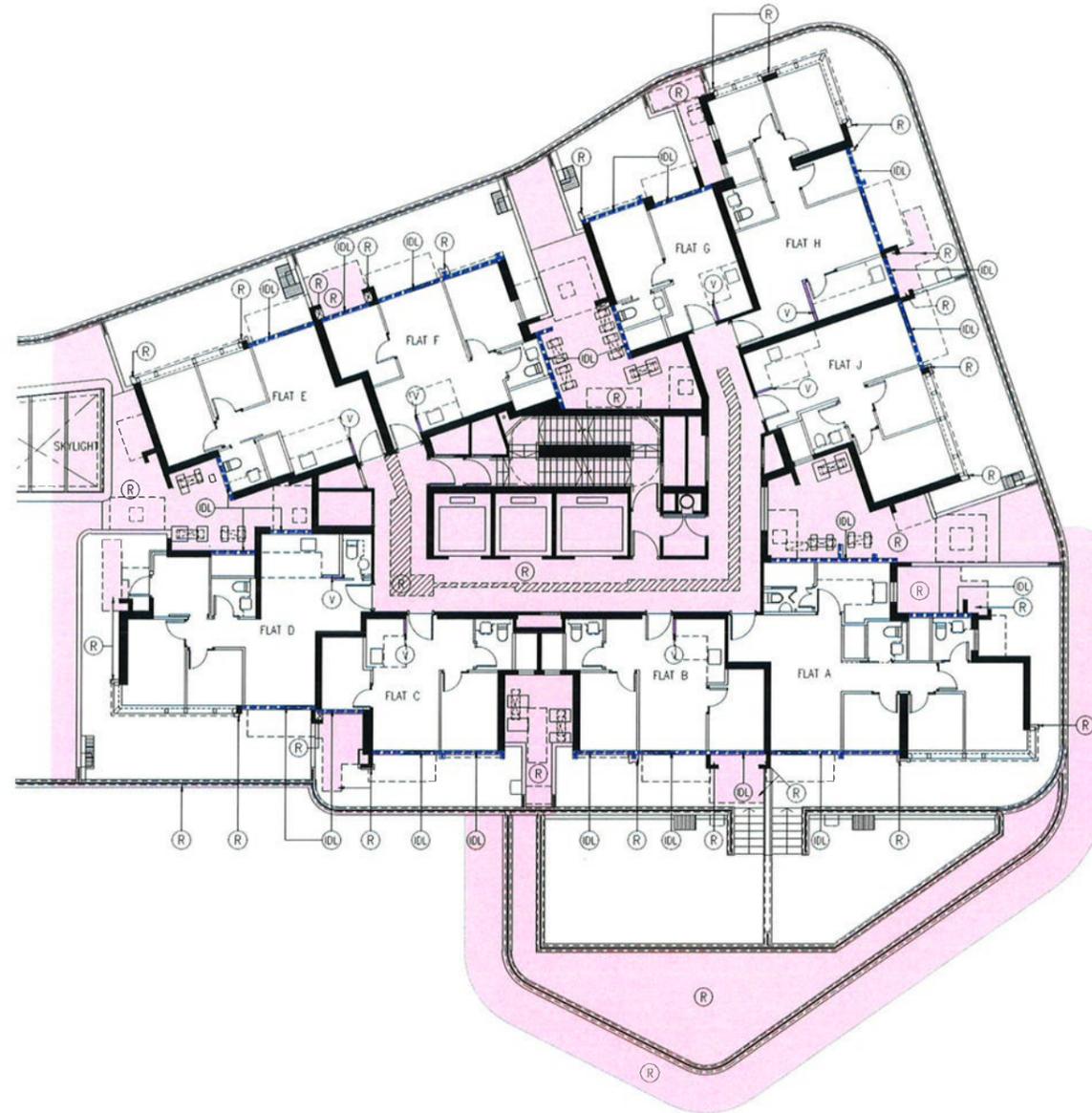
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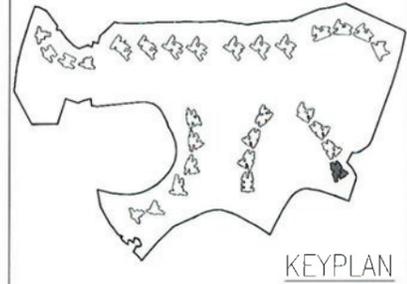
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AQUA AVENUE TOWER 1 – G1 FLOOR PLAN



AQUA AVENUE TOWER 1 – 1ST FLOOR PLAN



KEYPLAN

COLOUR LEGEND

- R RESIDENTIAL COMMON AREAS AND FACILITIES
- DL WIDER COMMON CORRIDORS AND LIFT LOBBIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
- DL RESIDENTIAL COMMON AREAS AND FACILITIES (RECREATIONAL AREA AND FACILITIES)
- V KITCHEN WALL
- G DEVELOPMENT COMMON AREAS AND FACILITIES
- O COMMERCIAL ACCOMMODATION
- IDL NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (INDIGO DOTTED LINE)
- Hatched Brown COVERED LANDSCAPED AREA (RED HATCHED BROWN)

NUMBER / 號	DATE / 日期	AMENDMENT / 備註
O	25/03/2025	16TH ISSUE
P	17/03/2025	15TH ISSUE
N	28/02/2025	14TH ISSUE
M	10/01/2025	13TH ISSUE



PROJECT / 項目
SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B – T.P.T.L. 253 RP

DRAWING / 圖名
PRINCIPAL DMC PLAN – AQUA AVENUE TOWER 1
 G1 FLOOR PLAN &
 FIRST FLOOR PLAN

SCALE / 比例	JOB NUMBER / 工程編號
1:250@A3	5552B
DATE / 日期	DRAWING NUMBER / 圖號
JUN 2022	DMC-T33-001

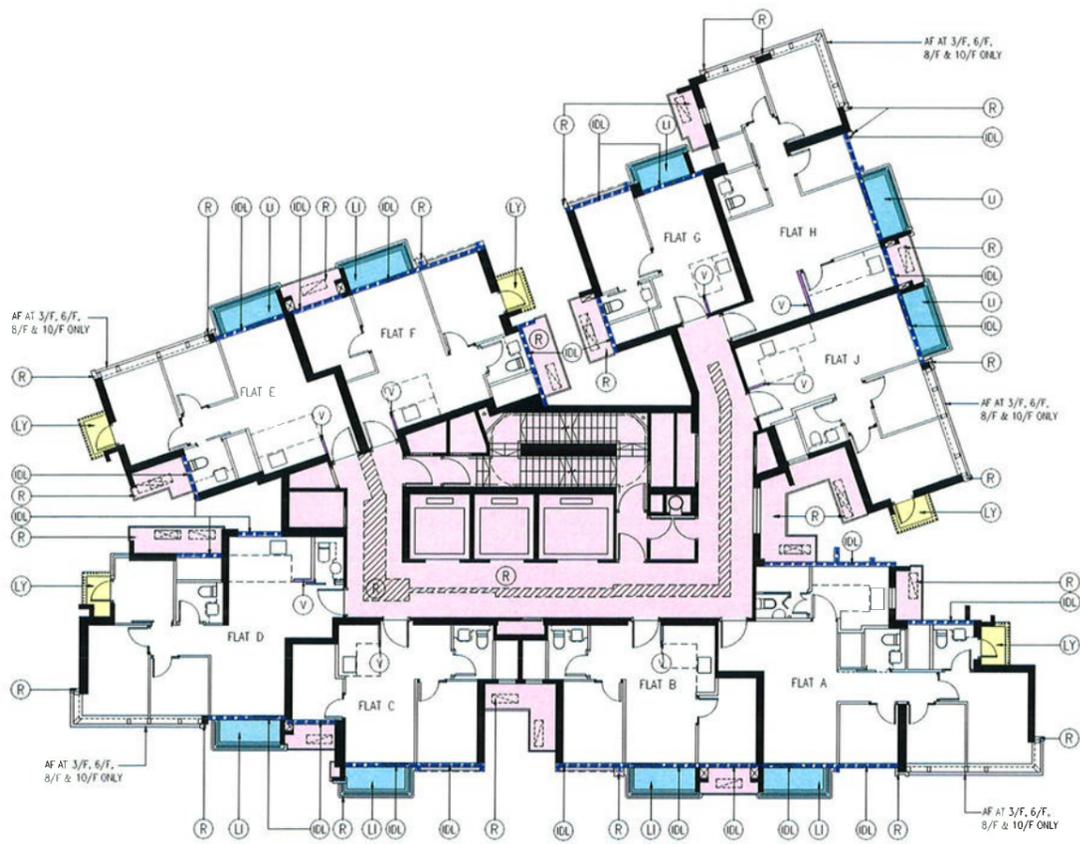
DESIGNED / 設計	CHECKED / 審核	APPROVED / 審批
L	M	N P Q

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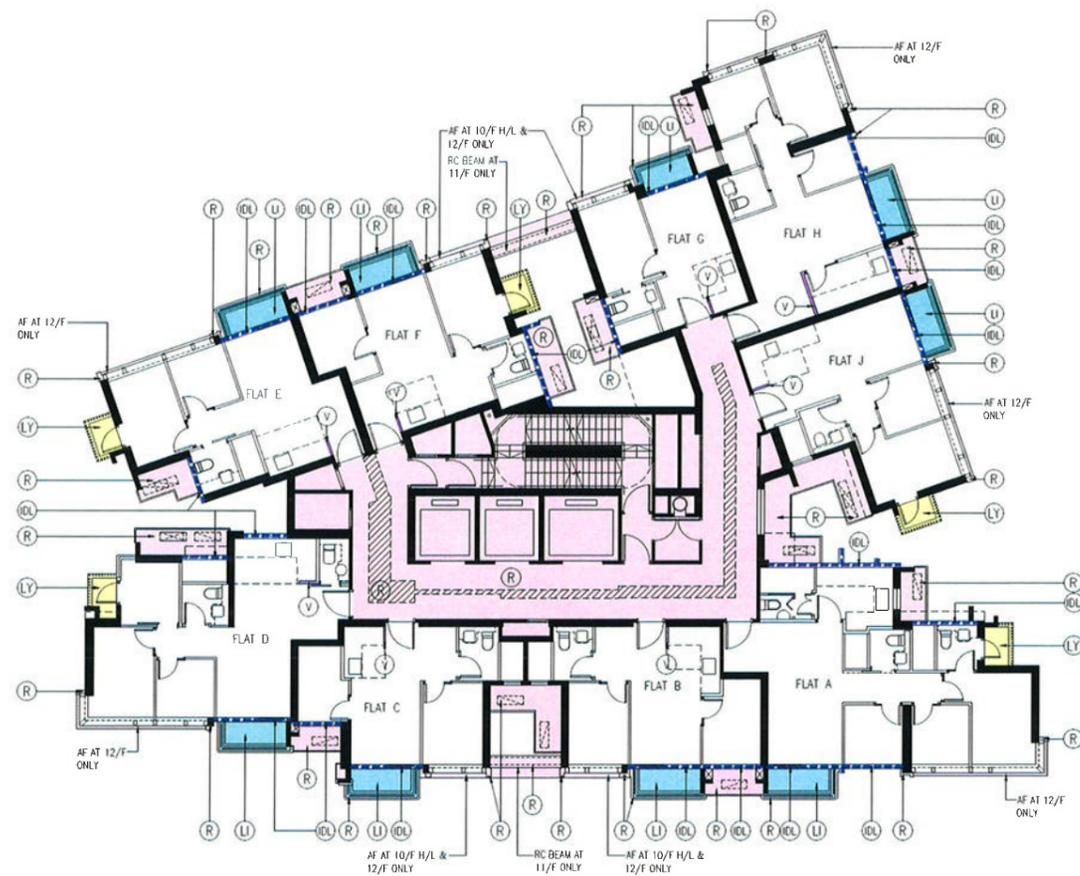
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CHAN WAN MING
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 25 MARCH 2025

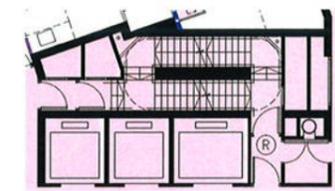
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AQUA AVENUE TOWER 1 – TYPICAL FLOOR PLAN (2/F TO 10/F)
(4/F OMITTED)



AQUA AVENUE TOWER 1 – TYPICAL FLOOR PLAN (11/F TO 16/F)
(13/F & 14/F OMITTED)

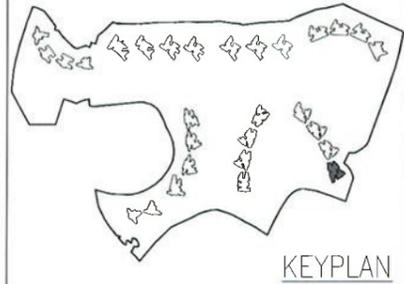


PART PLAN OF 16/F

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

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CHAN WAN MING
AUTHORIZED PERSON (ARCHITECT)
25 MARCH 2025



KEYPLAN

COLOUR LEGEND

- (R) RESIDENTIAL COMMON AREAS AND FACILITIES
- (Hatched) WIDER COMMON CORRIDORS AND LIFT LOBBIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
- (V) KITCHEN WALL
- (LI) BALCONY
- (LY) UTILITY PLATFORM
- (IDL) NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (INDIGO DOTTED LINE)

LEGEND

AF ARCHITECTURAL FEATURE

NUMBER / 編號	DATE / 日期	AMENDMENT / 修訂
O	25/03/2025	16TH ISSUE
P	17/03/2025	15TH ISSUE
N	28/02/2025	14TH ISSUE
M	10/01/2025	13TH ISSUE



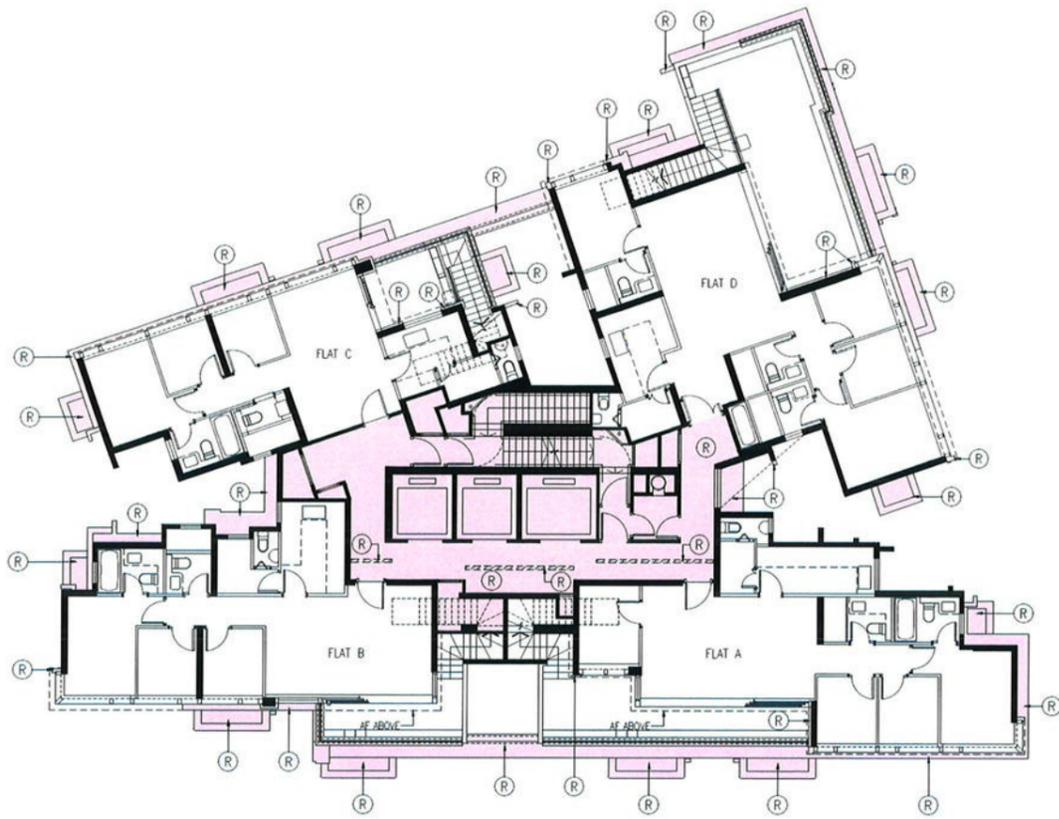
PROJECT / 工程項目
SAI SHA DEVELOPMENT
SAI SHA, SHAP SZE HEUNG,
NEW TERRITORIES, HONG KONG
SITE B – T.P.T.L. 253 RP

DRAWING / 圖名
PRINCIPAL DMC PLAN – AQUA AVENUE TOWER 1
TYPICAL FLOOR PLAN (2/F TO 10/F) &
TYPICAL FLOOR PLAN (11/F TO 16/F)

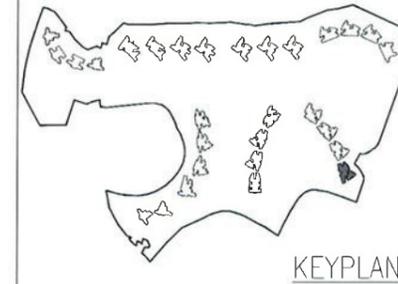
SCALE / 比例	JOB NUMBER / 工程編號
1:2500A3	5552B
DATE / 日期	DRAWING NUMBER / 圖號
JUN 2022	DMC-T33-002
L M N P Q	

DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定

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AQUA AVENUE TOWER 1 – 17/F FLOOR PLAN



COLOUR LEGEND

- R RESIDENTIAL COMMON AREAS AND FACILITIES
- / / WIDER COMMON CORRIDORS AND LIFT LOBBIES (RESIDENTIAL COMMON AREAS AND FACILITIES)

O	25/03/2025	16TH ISSUE
P	17/03/2025	15TH ISSUE
N	28/02/2025	14TH ISSUE
M	10/01/2025	13TH ISSUE
NUMBER / 號	DATE / 日期	AMENDMENT / 修改

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PROJECT / 工程項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B – T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN – AQUA AVENUE TOWER 1
 17TH FLOOR PLAN

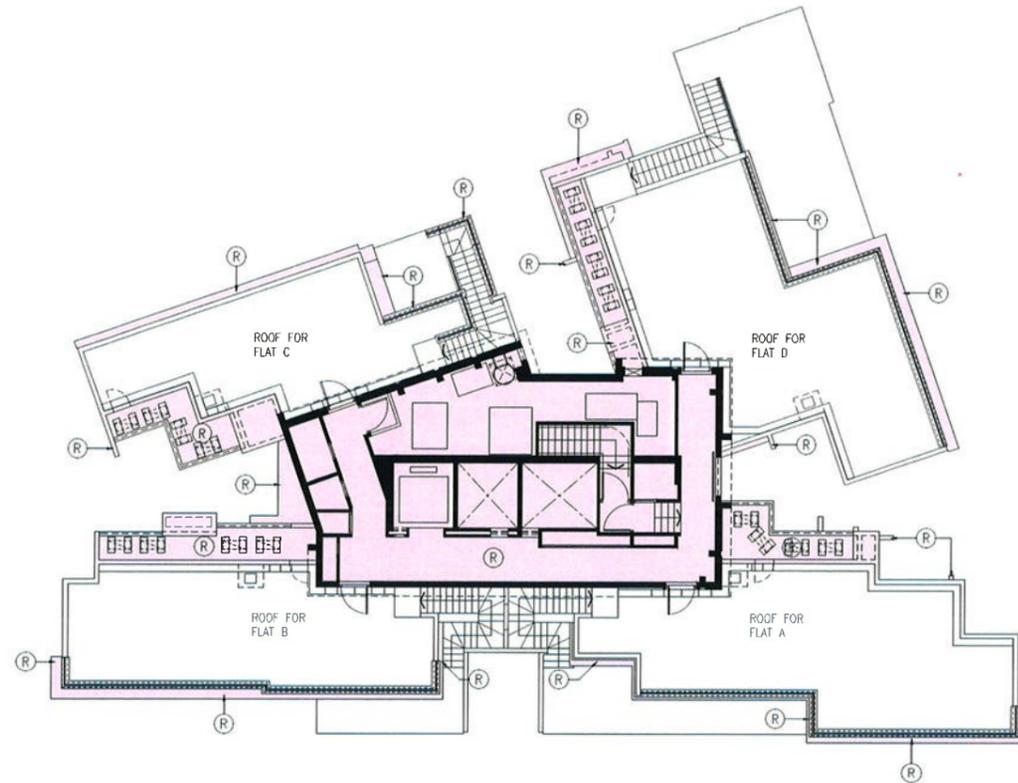
SCALE / 比例	JOB NUMBER / 工程編號
1:250@A3	5552B
DATE / 日期	DRAWING NUMBER / 圖號
JUN 2022	DMC-T33-003
L M N P Q	
DESIGNED / 設計	CHECKED / 審核
	APPROVED / 簽證

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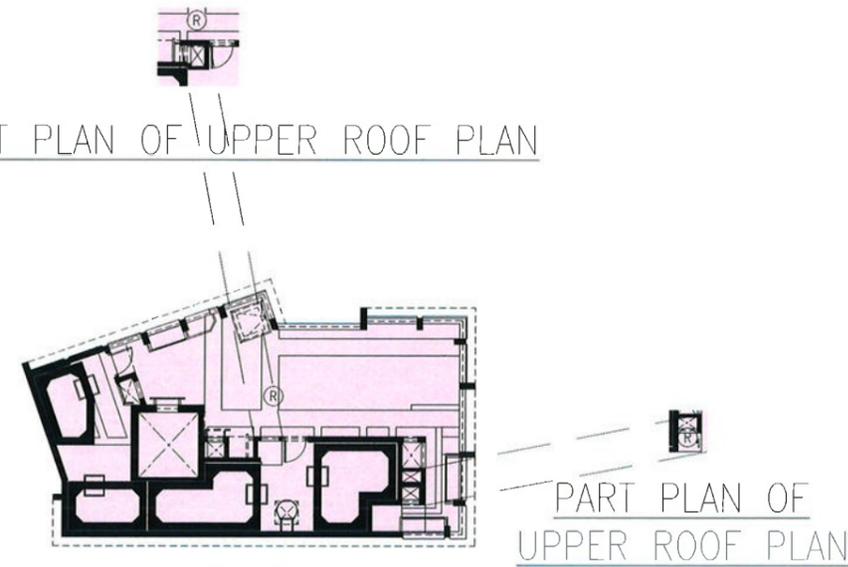
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 AUTHORIZED PERSON (ARCHITECT)
 25 MARCH 2025

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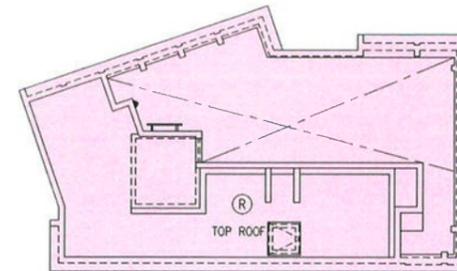


AQUA AVENUE TOWER 1 – ROOF FLOOR PLAN

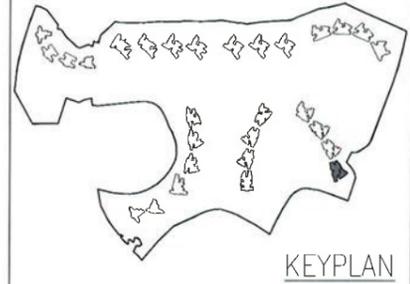
PART PLAN OF UPPER ROOF PLAN



AQUA AVENUE TOWER 1 – UPPER ROOF PLAN



AQUA AVENUE TOWER 1 – TOP ROOF PLAN



KEYPLAN

COLOUR LEGEND

(R) RESIDENTIAL COMMON AREAS AND FACILITIES

NUMBER / 號	DATE / 日期	AMENDMENT / 修訂
Q	25/03/2025	16TH ISSUE
P	17/03/2025	15TH ISSUE
N	28/02/2025	14TH ISSUE
M	10/01/2025	13TH ISSUE

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PROJECT / 工程項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B – T.P.T.L. 253 RP

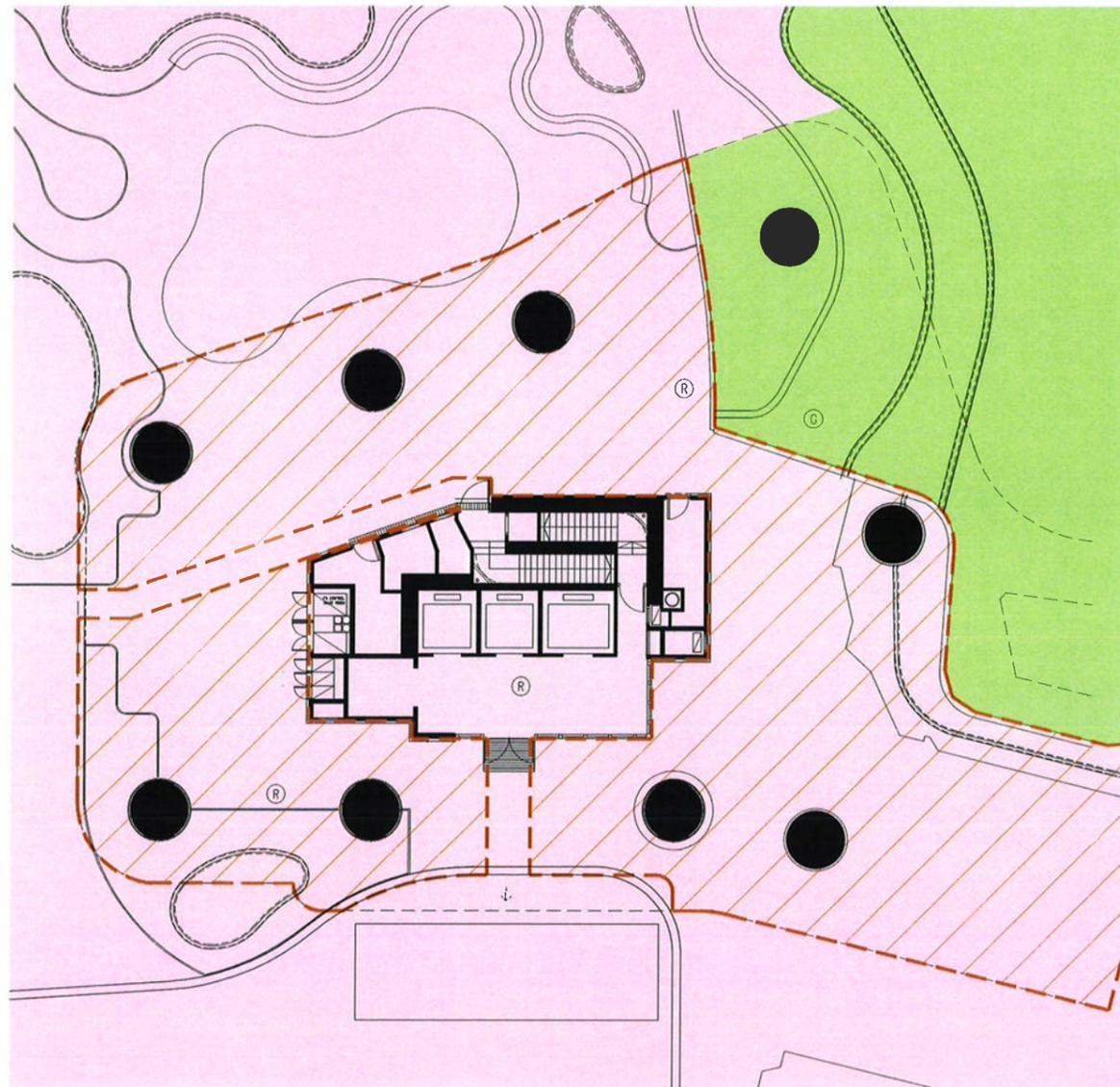
DRAWING / 圖名
 PRINCIPAL DMC PLAN – AQUA AVENUE TOWER 1
 ROOF FLOOR PLAN &
 UPPER ROOF PLAN & TOP ROOF PLAN

SCALE / 比例	JOB NUMBER / 工程編號	
1:2500A3	5552B	
DATE / 日期	DRAWING NUMBER / 圖號	
JUN 2022	DMC-T33-004	
DESIGNED / 設計	CHECKED / 審核	APPROVED / 審定
	L M N P Q	

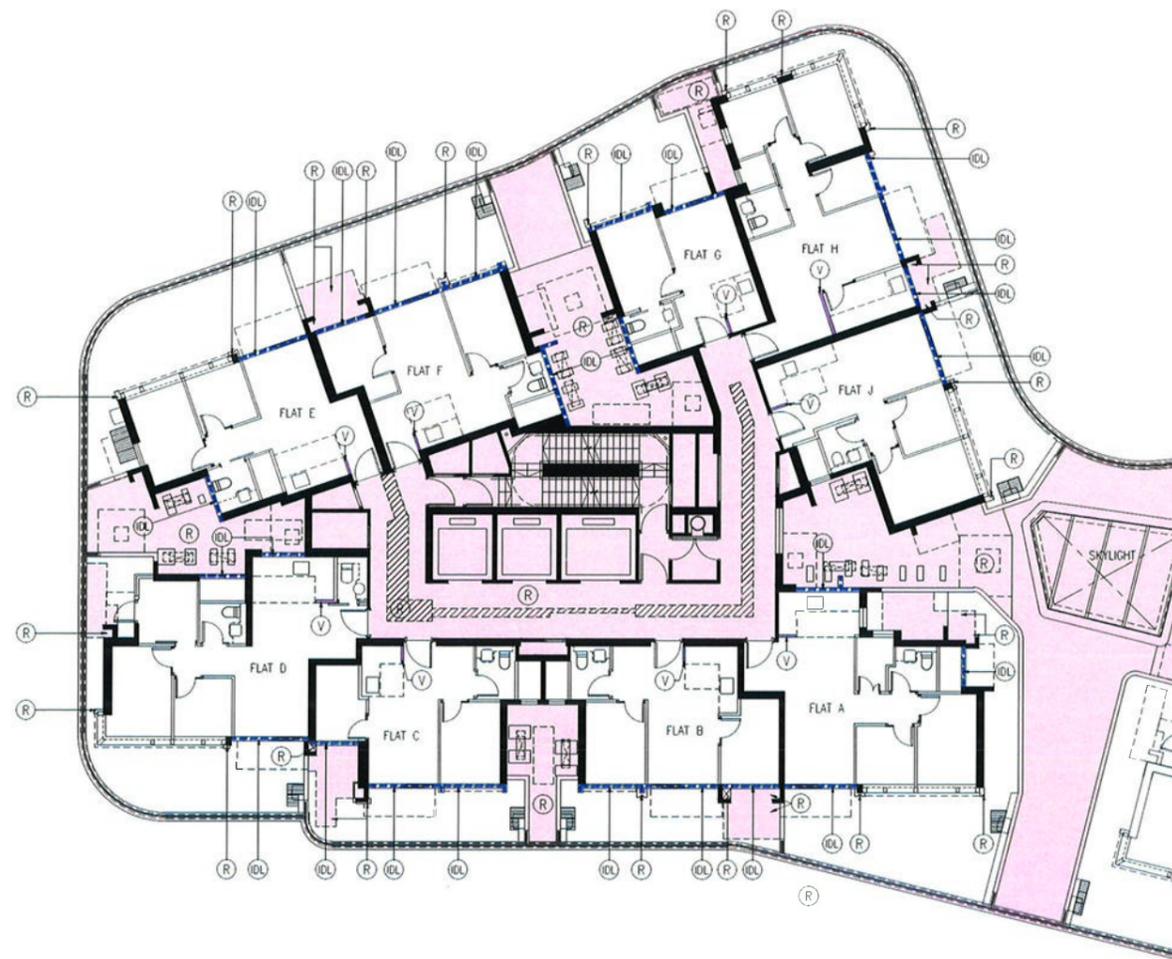
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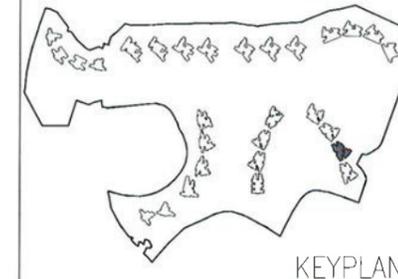
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AQUA AVENUE TOWER 2 – G1 FLOOR PLAN



AQUA AVENUE TOWER 2 – 1ST FLOOR PLAN



KEYPLAN

COLOUR LEGEND

- R RESIDENTIAL COMMON AREAS AND FACILITIES
- IDL WIDER COMMON CORRIDORS AND LIFT LOBBIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
- V KITCHEN WALL
- G DEVELOPMENT COMMON AREAS AND FACILITIES
- IDL NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (INDIGO DOTTED LINE)
- R COVERED LANDSCAPED AREA (RED HATCHED BROWN)

Q	25/03/2025	16TH ISSUE
P	17/03/2025	15TH ISSUE
N	28/02/2025	14TH ISSUE
M	10/01/2025	13TH ISSUE
NUMBER / NO.	DATE / 日期	AMENDMENT / 修改



PROJECT / 項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B – T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN – AQUA AVENUE TOWER 2
 G1 FLOOR PLAN &
 FIRST FLOOR PLAN

SCALE / 比例	JOB NUMBER / 工程編號
1:250@A3	5552B
DATE / 日期	DRAWING NUMBER / 圖號
JUN 2022	DMC-T35-001

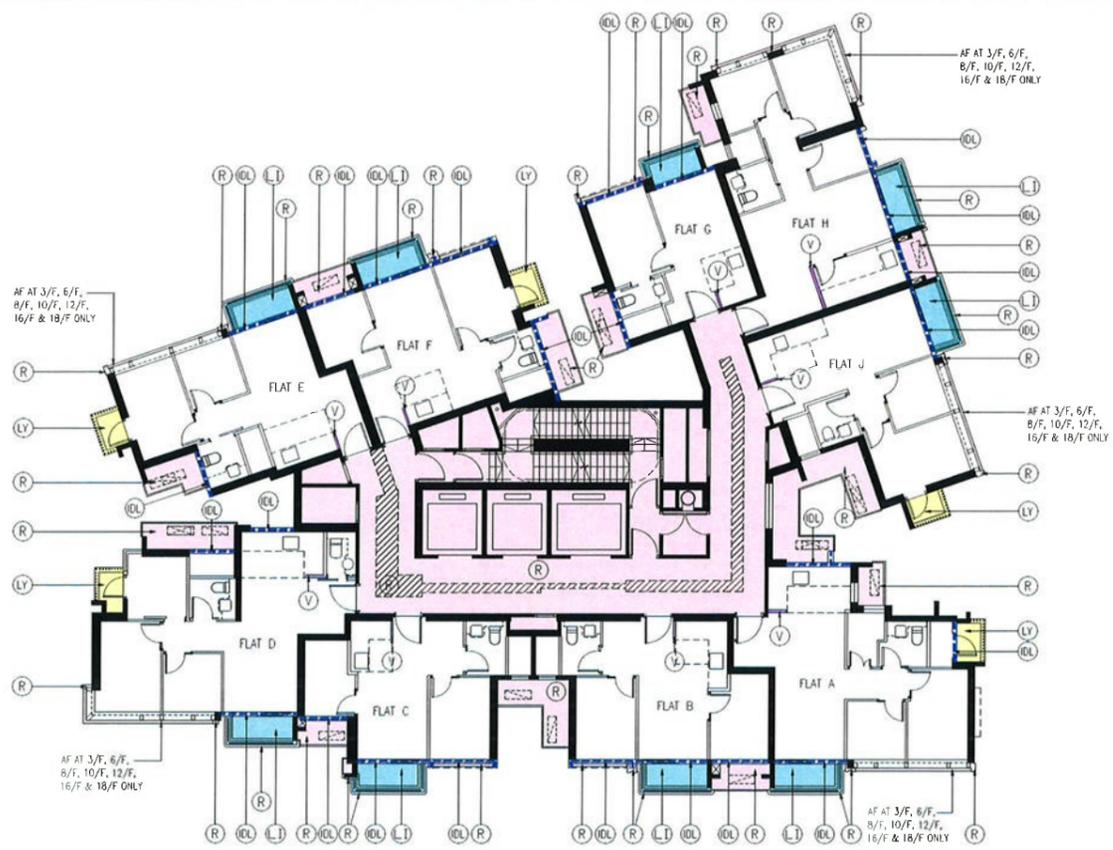
L | M | N | P | Q | |

DESIGNED / 設計	CHECKED / 審核	APPROVED / 簽證
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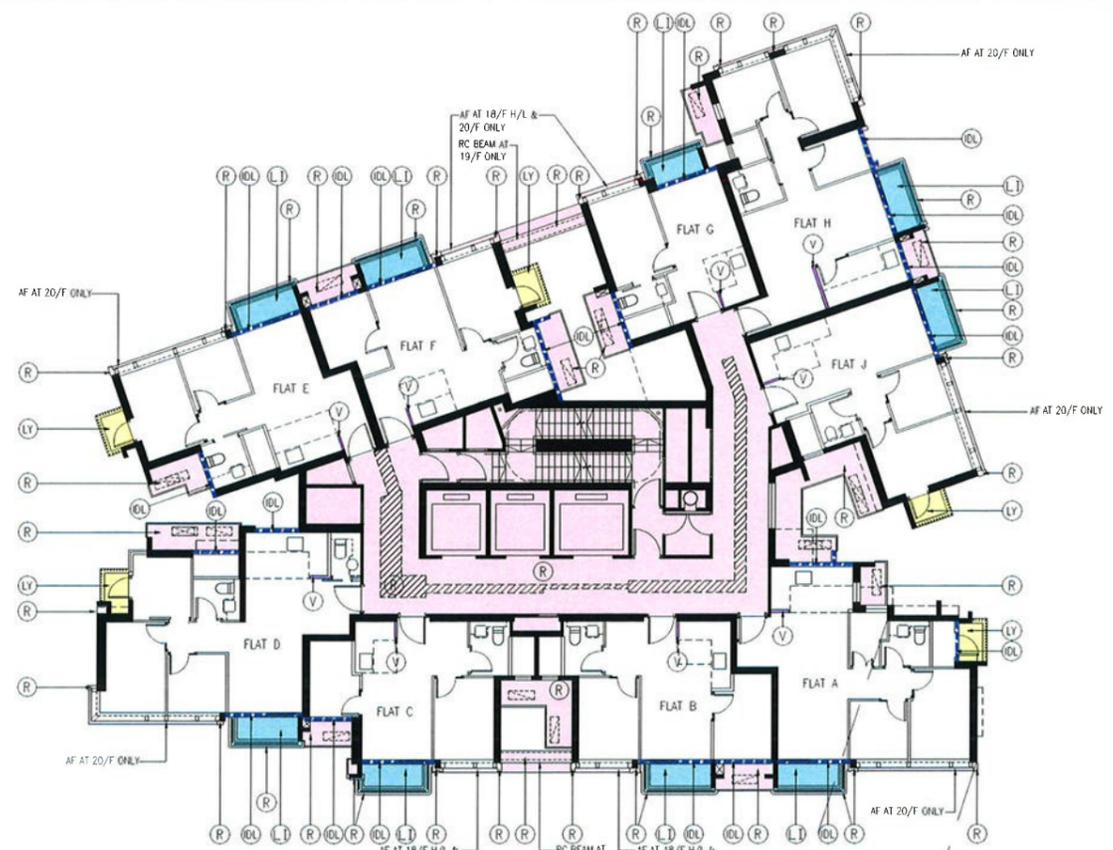
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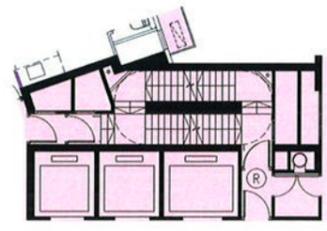
CHAN WAN MING
 AUTHORIZED PERSON (ARCHITECT)
 25 MARCH 2025



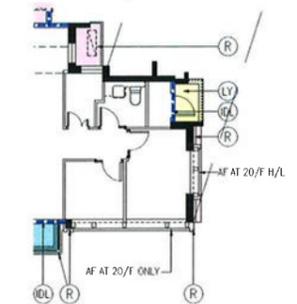
AQUA AVENUE TOWER 2 – TYPICAL FLOOR PLAN (2/F TO 18/F)
(4/F, 13/F AND 14/F OMITTED)



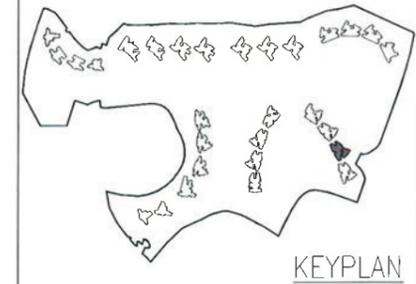
AQUA AVENUE TOWER 2 – TYPICAL FLOOR PLAN (19/F TO 22/F)



PART PLAN OF 22/F



PART PLAN OF 21/F & 22/F



- COLOUR LEGEND**
- (R) RESIDENTIAL COMMON AREAS AND FACILITIES
 - (DL) WIDER COMMON CORRIDORS AND LIFT LOBBIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
 - (V) KITCHEN WALL
 - (LI) BALCONY
 - (LY) UTILITY PLATFORM
 - (IDL) NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (INDIGO DOTTED LINE)
- LEGEND**
- AF ARCHITECTURAL FEATURE

NUMBER / 號	DATE / 日期	AMENDMENT / 修訂
Q	25/03/2025	16TH ISSUE
P	17/03/2025	15TH ISSUE
N	28/02/2025	14TH ISSUE
M	10/01/2025	13TH ISSUE

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www.p-t-group.com T: 852-2575 6575

PROJECT / 項目
SAI SHA DEVELOPMENT
SAI SHA, SHAP SZE HEUNG,
NEW TERRITORIES, HONG KONG
SITE B – T.P.T.L. 253 RP

DRAWING / 圖名
PRINCIPAL DMC PLAN – AQUA AVENUE TOWER 2
TYPICAL FLOOR PLAN (2/F TO 18/F),
TYPICAL FLOOR PLAN (19/F TO 22/F)

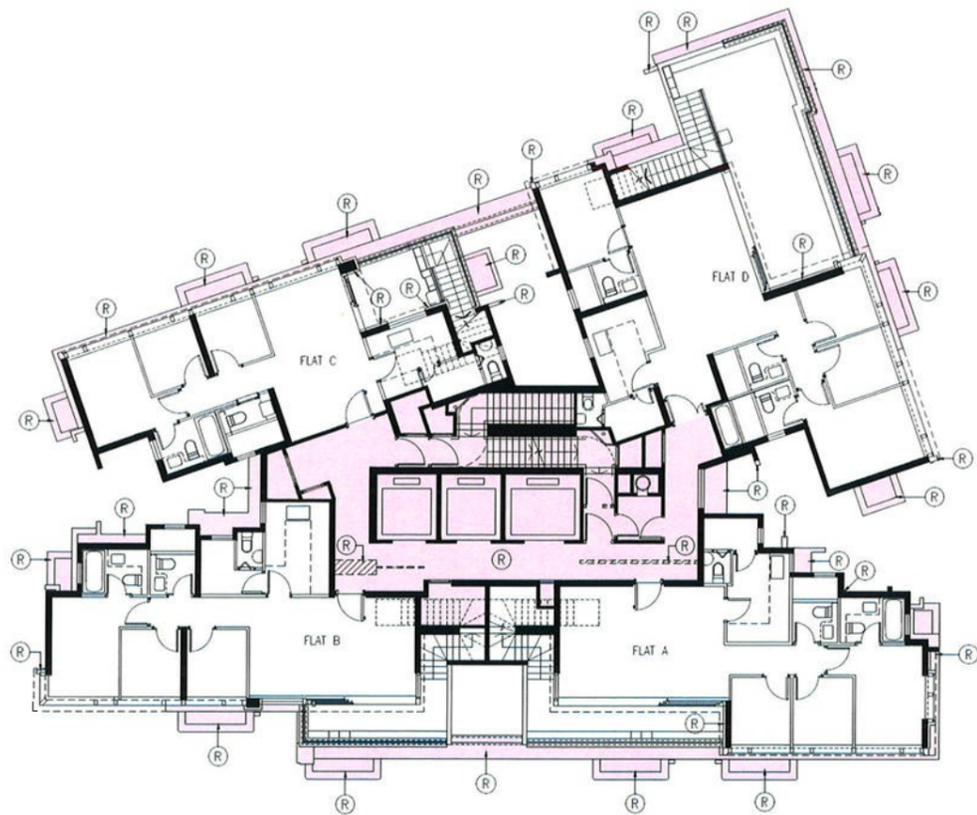
SCALE / 比例	JOB NUMBER / 工程編號
1:250@A3	5552B
DATE / 日期	DRAWING NUMBER / 圖號
MAR 2022	DMC-T35-002

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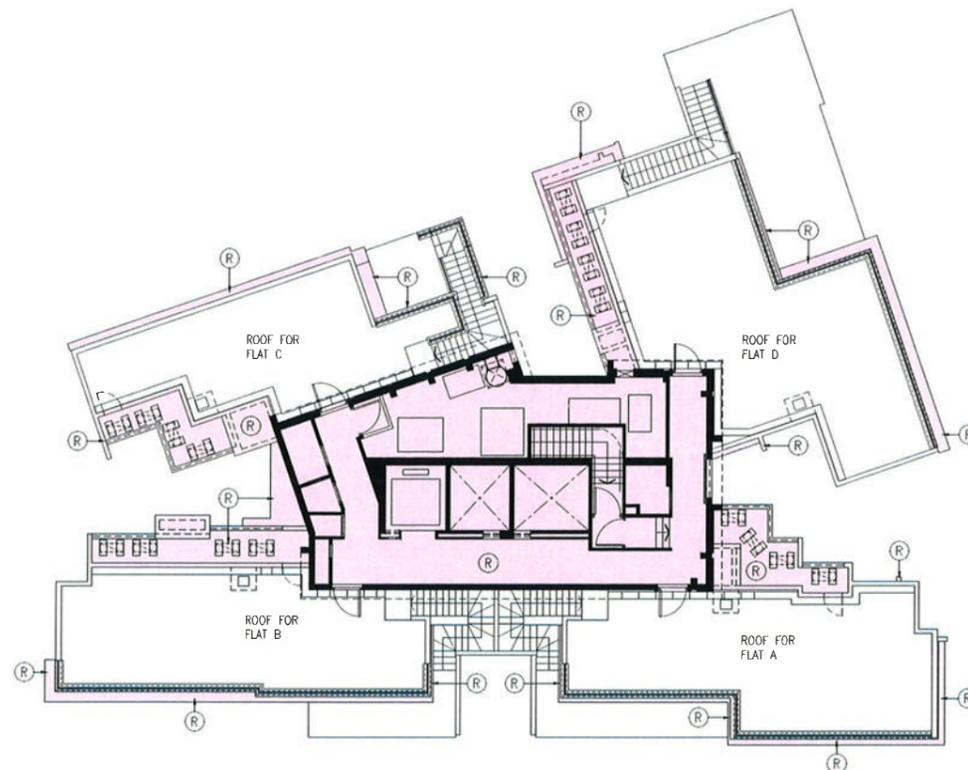
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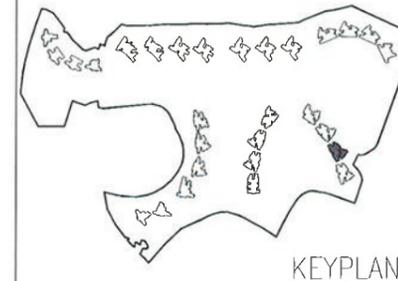
CHAN WAN MING
AUTHORIZED PERSON (ARCHITECT)
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AQUA AVENUE TOWER 2 - 23/F FLOOR PLAN



AQUA AVENUE TOWER 2 - ROOF FLOOR PLAN

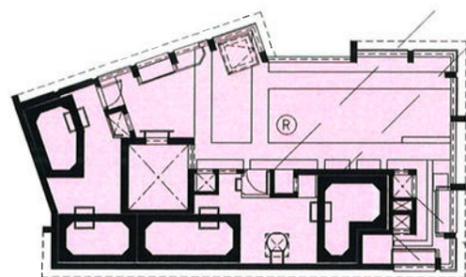


KEYPLAN

COLOUR LEGEND

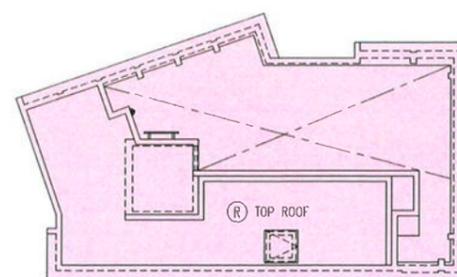
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- / / / WIDER COMMON CORRIDORS AND LIFT LOBBIES (RESIDENTIAL COMMON AREAS AND FACILITIES)

PART PLAN OF UPPER ROOF PLAN



AQUA AVENUE TOWER 2 - UPPER ROOF PLAN

PART PLAN OF UPPER ROOF PLAN



AQUA AVENUE TOWER 2 - TOP ROOF PLAN

NUMBER / 號	DATE / 日期	AMENDMENT / 修訂
O	25/03/2025	16TH ISSUE
P	17/03/2025	15TH ISSUE
N	28/02/2025	14TH ISSUE
M	10/01/2025	13TH ISSUE



PROJECT / 項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B - T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN - AQUA AVENUE TOWER 2
 23RD FLOOR PLAN, ROOF FLOOR PLAN,
 UPPER ROOF PLAN & TOP ROOF PLAN

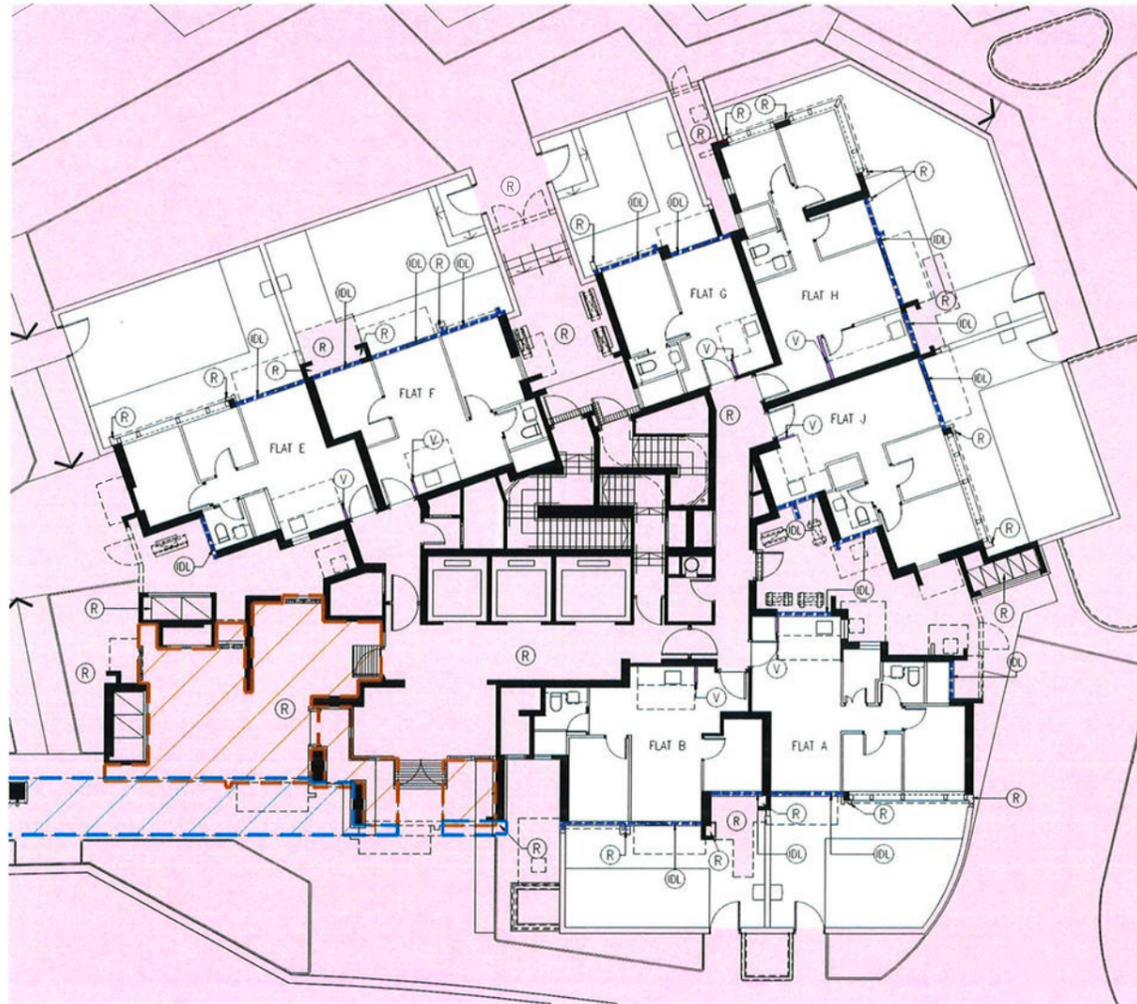
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DATE / 日期	DRAWING NUMBER / 圖號	
MAR 2022	DMC-T35-003	
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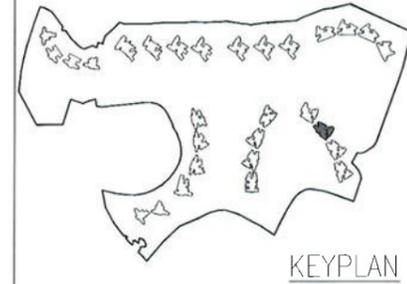
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AQUA AVENUE TOWER 3 – G1 FLOOR PLAN



AQUA AVENUE TOWER 3 – G2 FLOOR PLAN



- COLOUR LEGEND**
- (R) RESIDENTIAL COMMON AREAS AND FACILITIES
 - (DL) WIDER COMMON CORRIDORS AND LIFT LOBBIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
 - (V) KITCHEN WALL
 - (LI) BALCONY
 - (LY) UTILITY PLATFORM
 - (IDL) NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (INDIGO DOTTED LINE)
 - (RH) COVERED WALKWAY (RED HATCHED INDIGO)
 - (LB) COVERED LANDSCAPED AREA (RED HATCHED BROWN)

NUMBER / 號	DATE / 日期	AMENDMENT / 修改
O	25/03/2025	16TH ISSUE
P	17/03/2025	15TH ISSUE
N	28/02/2025	14TH ISSUE
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PROJECT / 工程項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B – T.P.T.L. 253 RP

DRAWING / 圖名
 PRINCIPAL DMC PLAN – AQUA AVENUE TOWER 3
 G1 FLOOR PLAN & G2 FLOOR PLAN

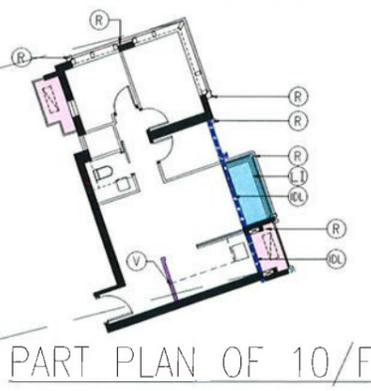
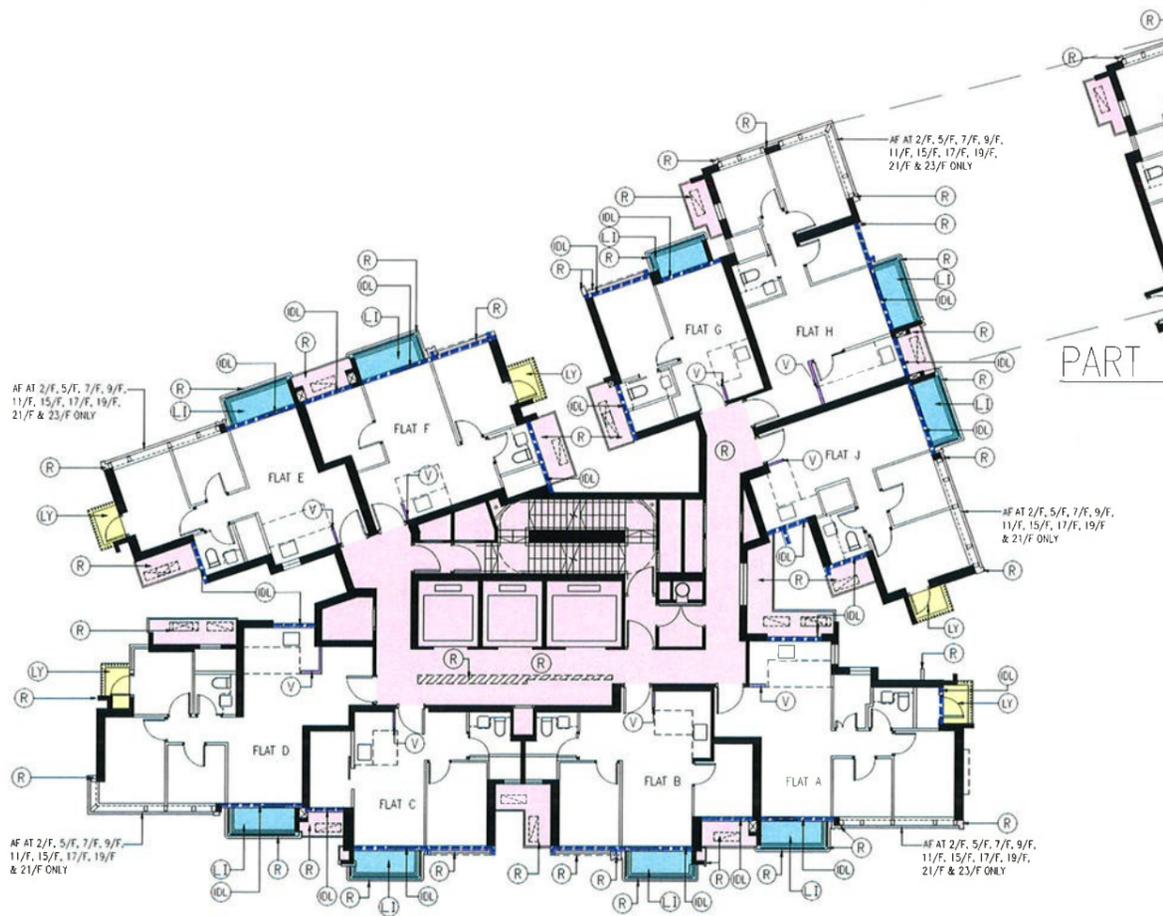
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1:250@A3	5552B	
DATE / 日期	DRAWING NUMBER / 圖號	
JUN 2022	DMC-T37-001	
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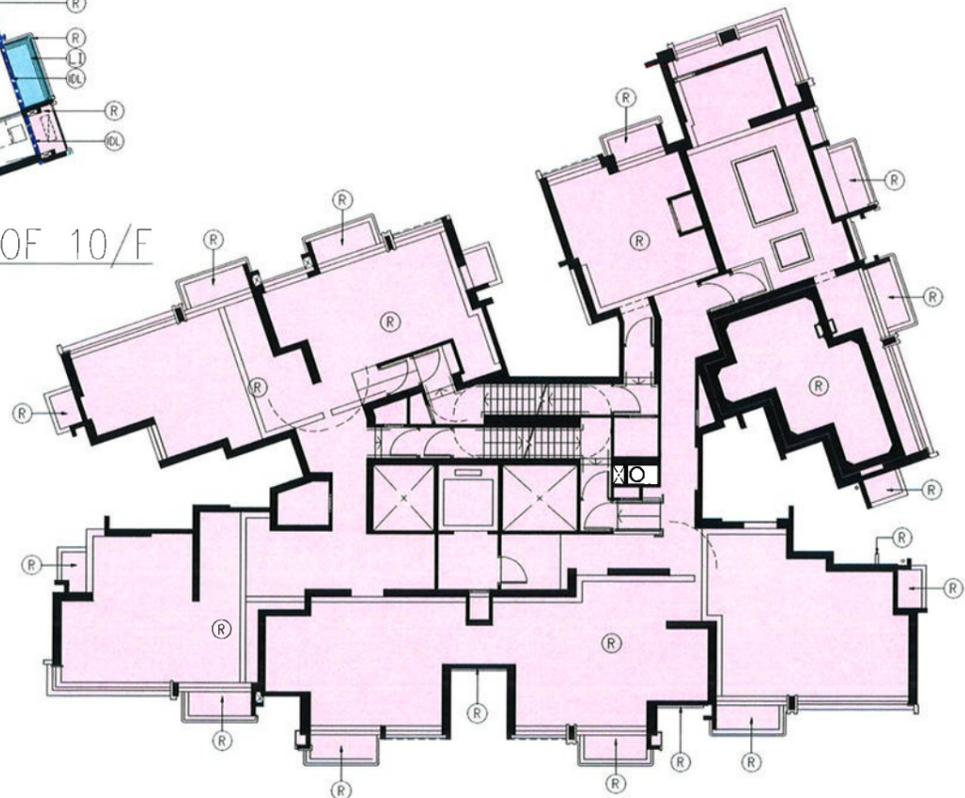
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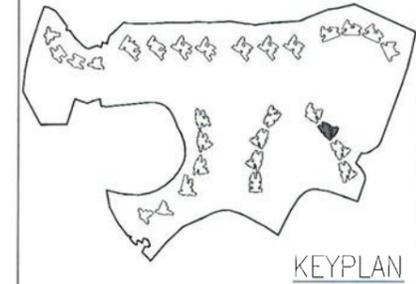
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AQUA AVENUE TOWER 3 – TYPICAL FLOOR PLAN (1/F TO 23/F)
(4/F, 13/F AND 14/F OMITTED)



AQUA AVENUE TOWER 3 – REFUGE FLOOR PLAN (16/F)



- COLOUR LEGEND**
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 - (W) WIDER COMMON CORRIDORS AND LIFT LOBBIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
 - (V) KITCHEN WALL
 - (LI) BALCONY
 - (LY) UTILITY PLATFORM
 - (IDL) NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (INDIGO DOTTED LINE)
- LEGEND**
- AF ARCHITECTURAL FEATURE

O	25/03/2025	16TH ISSUE
P	17/03/2025	15TH ISSUE
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NUMBER / 號	DATE / 日期	REVISION / 修訂

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PROJECT / 工程項目
SAI SHA DEVELOPMENT
SAI SHA, SHAP SZE HEUNG,
NEW TERRITORIES, HONG KONG
SITE B – T.P.T.L. 253 RP

DRAWING / 圖名
PRINCIPAL DMC PLAN – AQUA AVENUE TOWER 3
TYPICAL FLOOR PLAN (1/F TO 23/F) &
REFUGE FLOOR PLAN (16/F)

SCALE / 比例 1:250@A3	JOB NUMBER / 工程編號 5552B
DATE / 日期 JUN 2022	DRAWING NUMBER / 圖號 DMC-T37-002
L M N P Q	

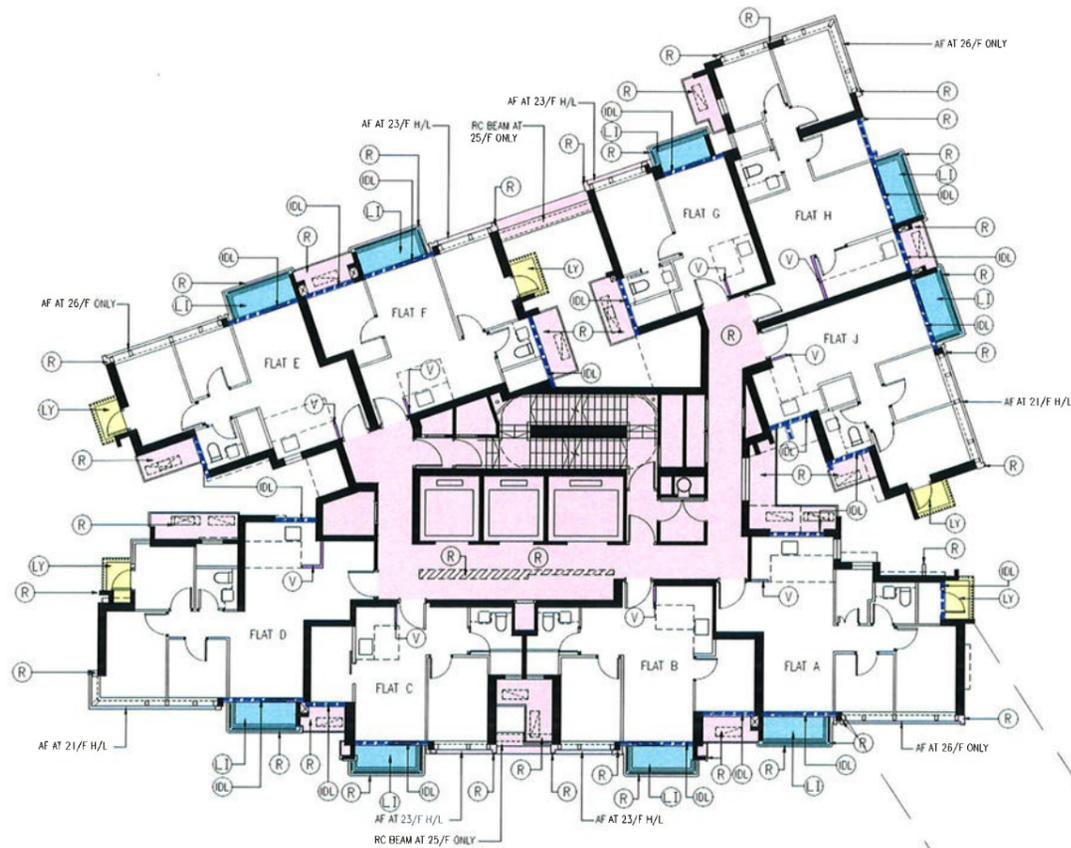
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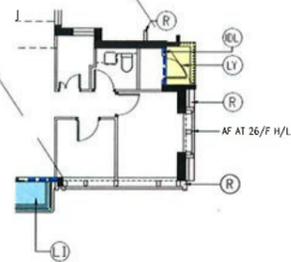
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25 MARCH 2025

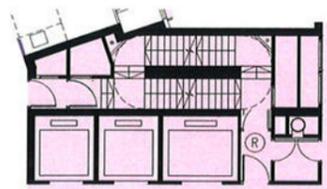
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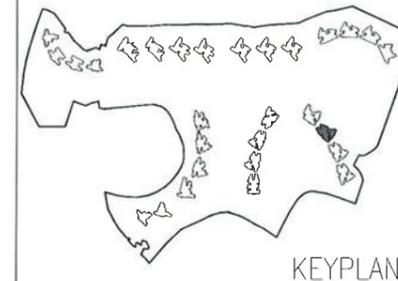
AQUA AVENUE TOWER 3 – TYPICAL FLOOR PLAN (25/F TO 28/F)



PART PLAN OF 27/F & 28/F



PART PLAN OF 28/F



KEYPLAN

COLOUR LEGEND

- R RESIDENTIAL COMMON AREAS AND FACILITIES
- W WIDER COMMON CORRIDORS AND LIFT LOBBIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
- V KITCHEN WALL
- LI BALCONY
- LY UTILITY PLATFORM
- IDL NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (INDIGO DOTTED LINE)

LEGEND

AF ARCHITECTURAL FEATURE

NUMBER / 編號	DATE / 日期	AMENDMENT / 修改
Q	25/03/2025	16TH ISSUE
P	17/03/2025	15TH ISSUE
N	28/02/2025	14TH ISSUE
M	10/01/2025	13TH ISSUE



PROJECT / 工程項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B – T.P.T.L. 253 RP

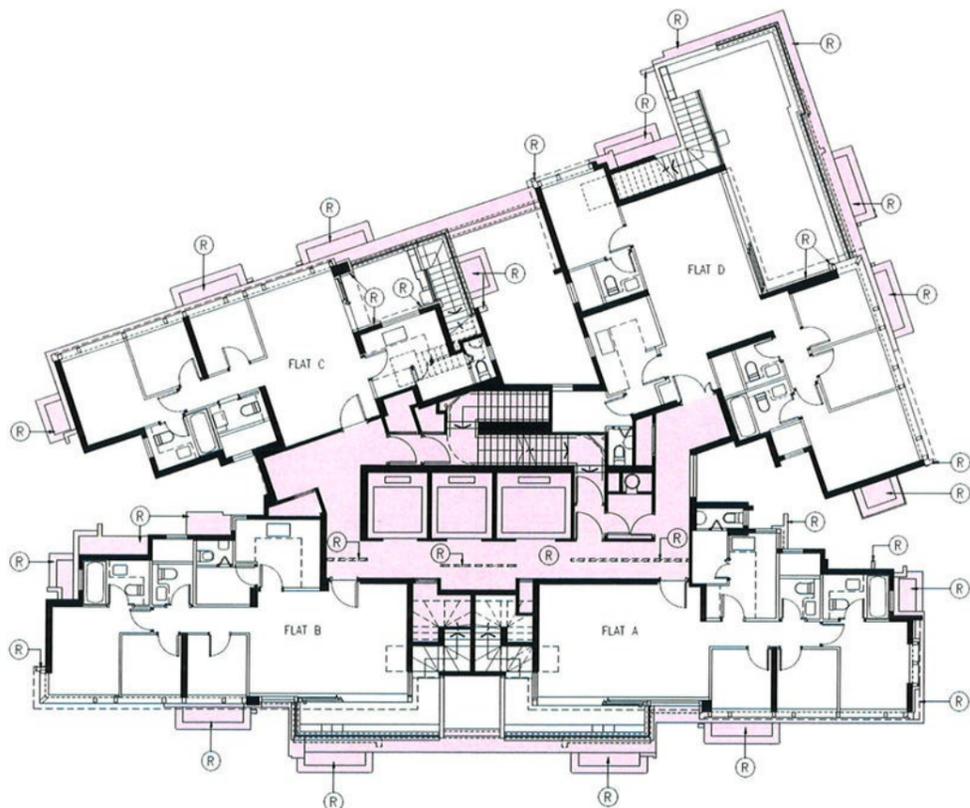
DRAWING / 圖名
 PRINCIPAL DMC PLAN – AQUA AVENUE TOWER 3
 TYPICAL FLOOR PLAN (25/F TO 28/F)

SCALE / 比例	JOB NUMBER / 工程編號	
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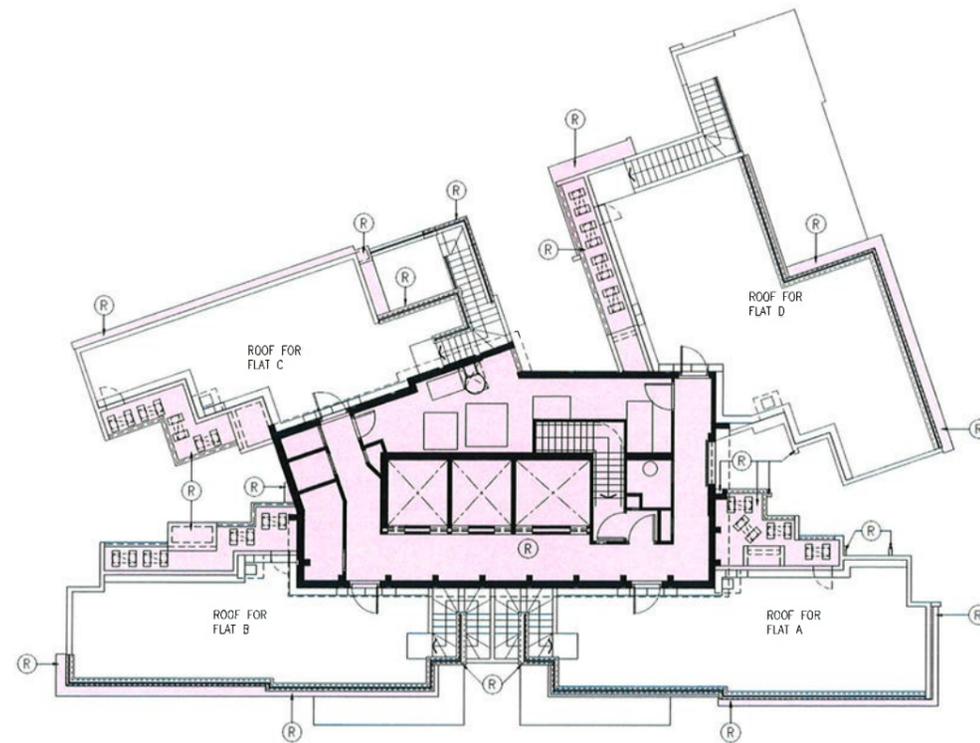
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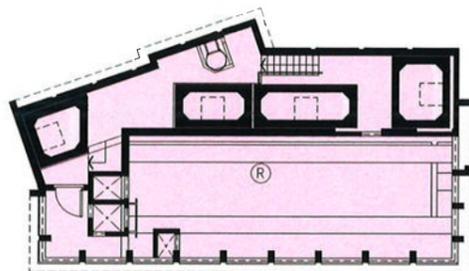
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 25 MARCH 2025



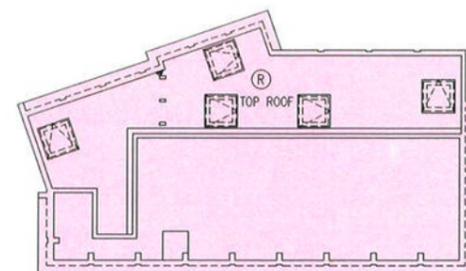
AQUA AVENUE TOWER 3 – 29/F FLOOR PLAN



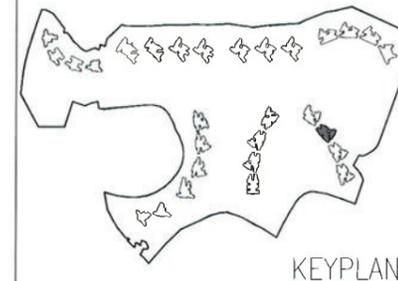
AQUA AVENUE TOWER 3 – ROOF FLOOR PLAN



AQUA AVENUE TOWER 3 – UPPER ROOF PLAN



AQUA AVENUE TOWER 3 – TOP ROOF PLAN



COLOUR LEGEND

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- / / WIDER COMMON CORRIDORS AND LIFT LOBBIES (RESIDENTIAL COMMON AREAS AND FACILITIES)

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N	28/02/2025	14TH ISSUE
M	10/01/2025	13TH ISSUE
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PROJECT / 工程項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B – T.P.T.L. 253 RP

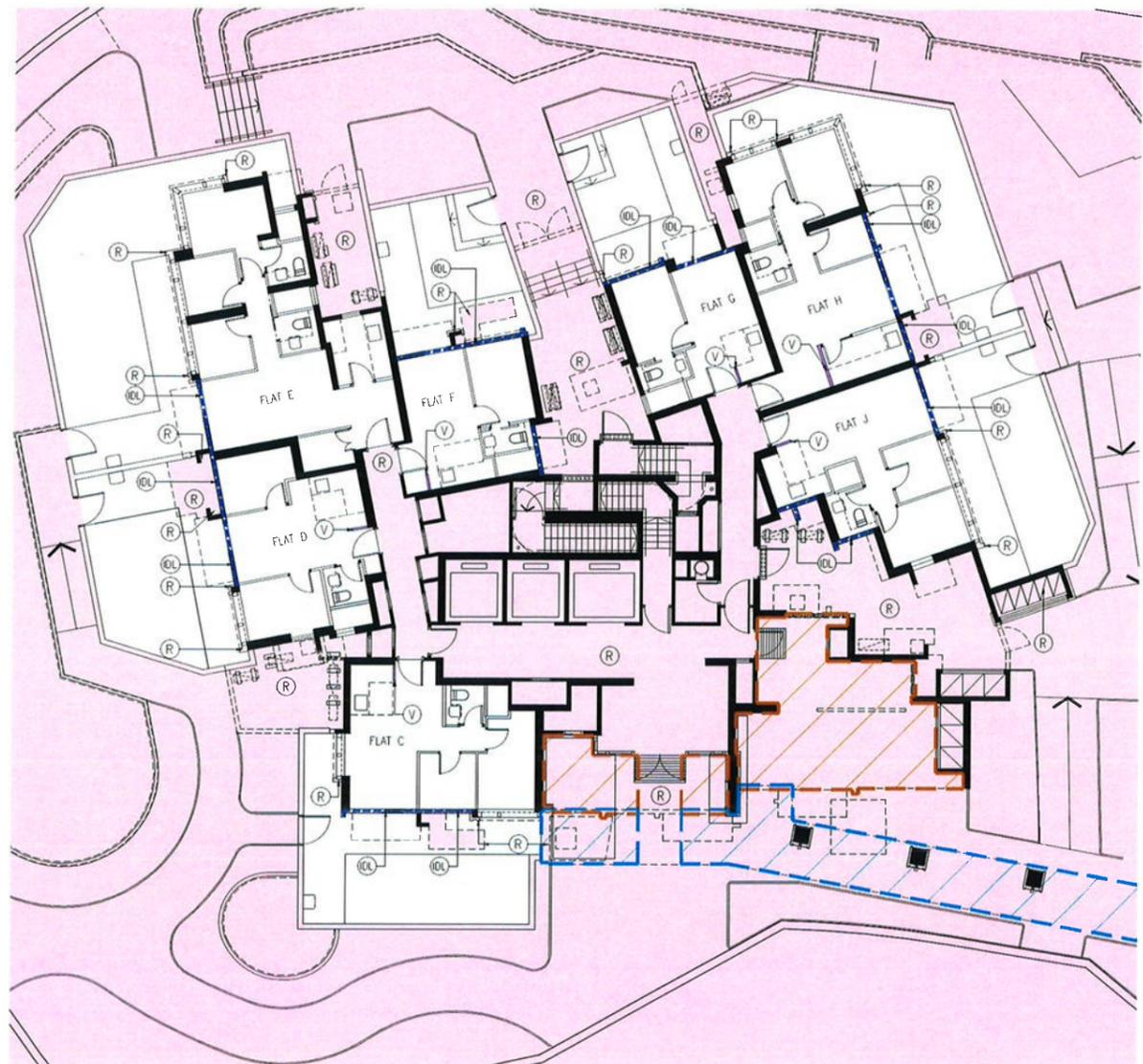
DRAWING / 圖名
 PRINCIPAL DMC PLAN – AQUA AVENUE TOWER 3
 29TH FLOOR PLAN, ROOF FLOOR PLAN,
 UPPER ROOF PLAN & TOP ROOF PLAN

SCALE / 比例	JOB NUMBER / 工程編號
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DATE / 日期	DRAWING NUMBER / 圖號
JUN 2022	DMC-T37-004
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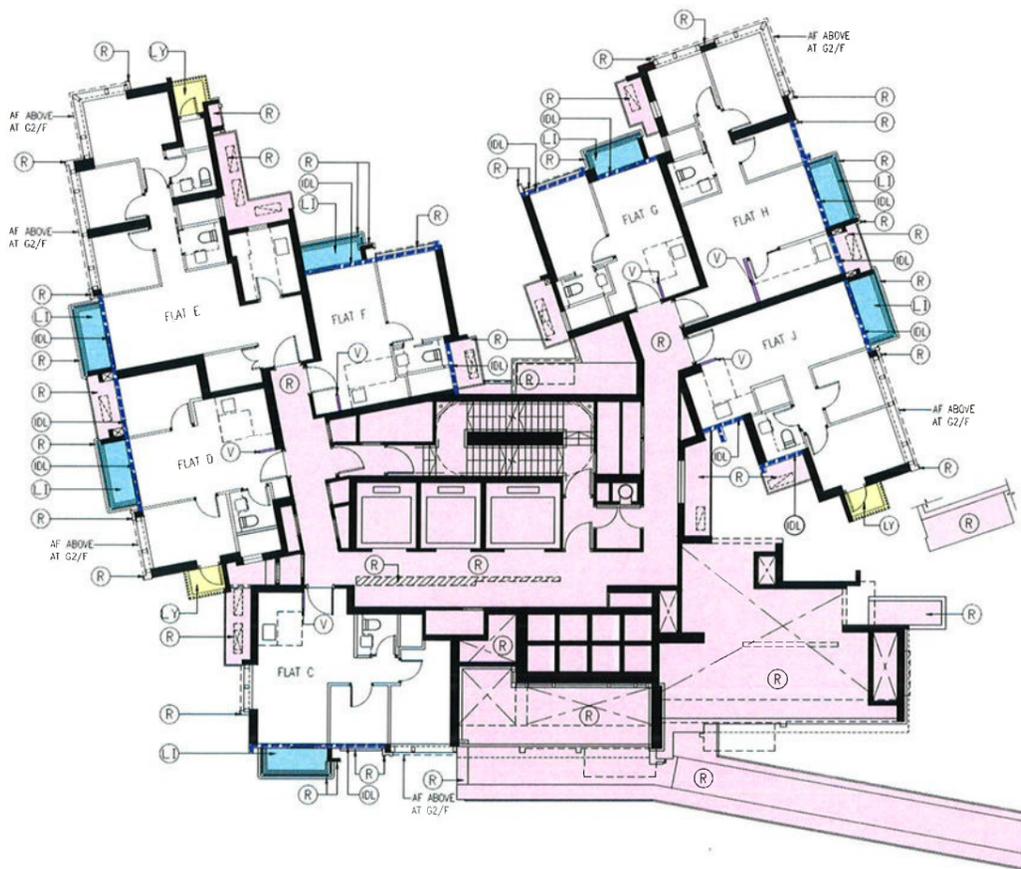
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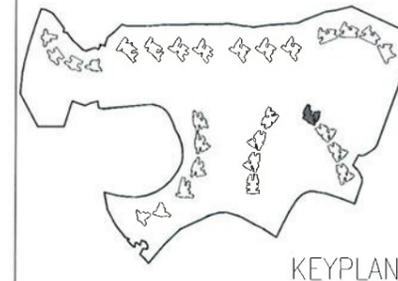
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AQUA AVENUE TOWER 5 – G1 FLOOR PLAN



AQUA AVENUE TOWER 5 – G2 FLOOR PLAN



COLOUR LEGEND

- (R) RESIDENTIAL COMMON AREAS AND FACILITIES
- (R) WIDER COMMON CORRIDORS AND LIFT LOBBIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
- (V) KITCHEN WALL
- (LI) BALCONY
- (LY) UTILITY PLATFORM
- (IDL) NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (INDIGO DOTTED LINE)
- (LI) COVERED WALKWAY (RED HATCHED INDIGO)
- (L) COVERED LANDSCAPED AREA (RED HATCHED BROWN)

Q	25/03/2025	16TH ISSUE
P	17/03/2025	15TH ISSUE
N	28/02/2025	14TH ISSUE
M	10/01/2025	13TH ISSUE
NUMBER / 號	DATE / 日期	AMENDMENT / 修改



PROJECT / 工程項目
 SAI SHA DEVELOPMENT
 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B – T.P.T.L. 253 RP

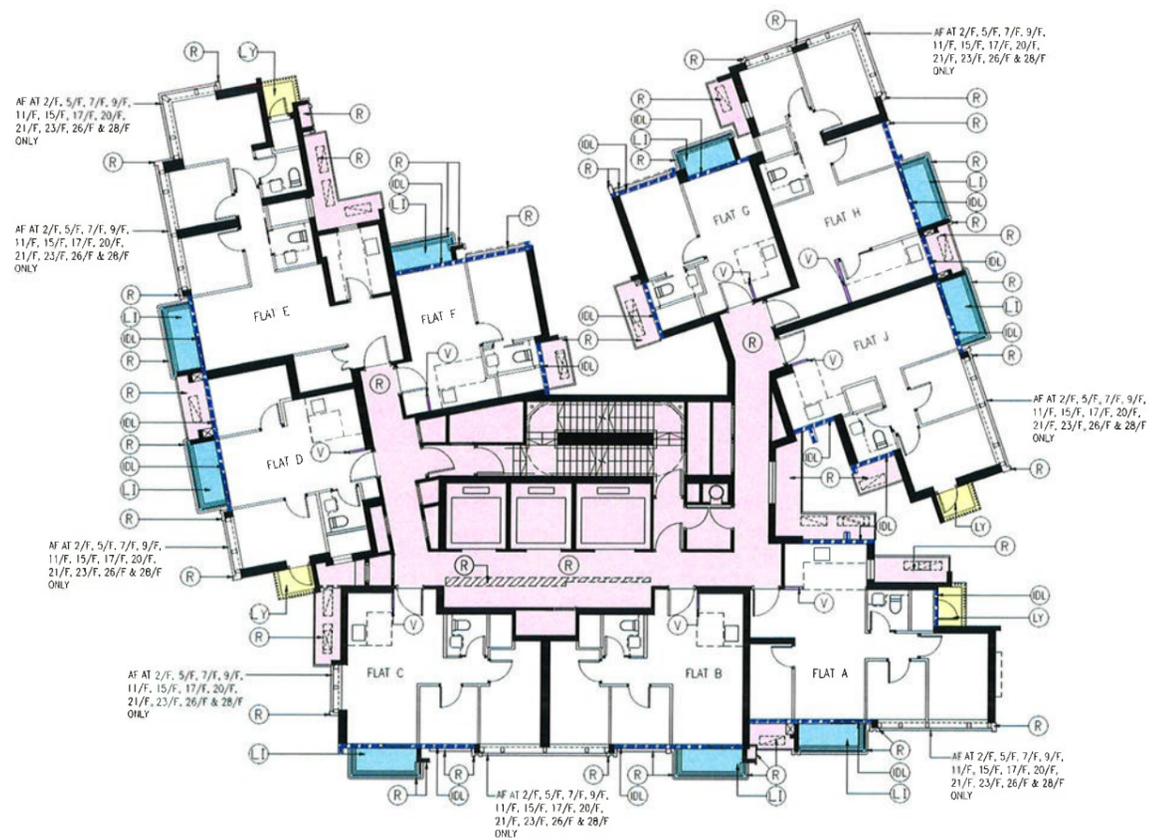
DRAWING / 圖名
 PRINCIPAL DMC PLAN – AQUA AVENUE TOWER 5
 G1 FLOOR PLAN &
 G2 FLOOR PLAN

SCALE / 比例	JOB NUMBER / 工程編號	
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DATE / 日期	DRAWING NUMBER / 圖號	
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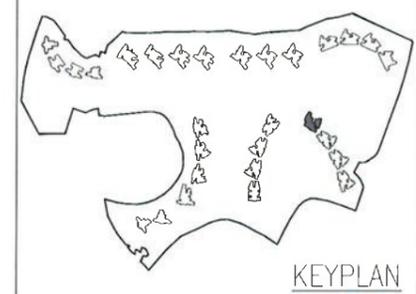
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AQUA AVENUE TOWER 5 – TYPICAL FLOOR PLAN (1/F TO 28/F)
(4/F, 13/F, 14/F AND 24/F OMITTED)



AQUA AVENUE TOWER 5 – REFUGE FLOOR PLAN (16/F)



- COLOUR LEGEND**
- (R) RESIDENTIAL COMMON AREAS AND FACILITIES
 - (R) WIDER COMMON CORRIDORS AND LIFT LOBBIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
 - (V) KITCHEN WALL
 - (LI) BALCONY
 - (LY) UTILITY PLANT ROOM
 - (IDL) NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (INDIGO DOTTED LINE)

LEGEND
AF ARCHITECTURAL FEATURE

Q	25/03/2025	16TH ISSUE
P	17/03/2025	15TH ISSUE
N	28/02/2025	14TH ISSUE
M	10/01/2025	13TH ISSUE
NUMBER / 編號	DATE / 日期	REVISION / 修訂

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PROJECT / 工程項目
SAI SHA DEVELOPMENT
SAI SHA, SHAP SZE HEUNG,
NEW TERRITORIES, HONG KONG
SITE B – T.P.T.L. 253 RP

DRAWING / 圖名
PRINCIPAL DMC PLAN – AQUA AVENUE TOWER 5
TYPICAL FLOOR PLAN (1/F TO 28/F) &
REFUGE FLOOR PLAN (16/F)

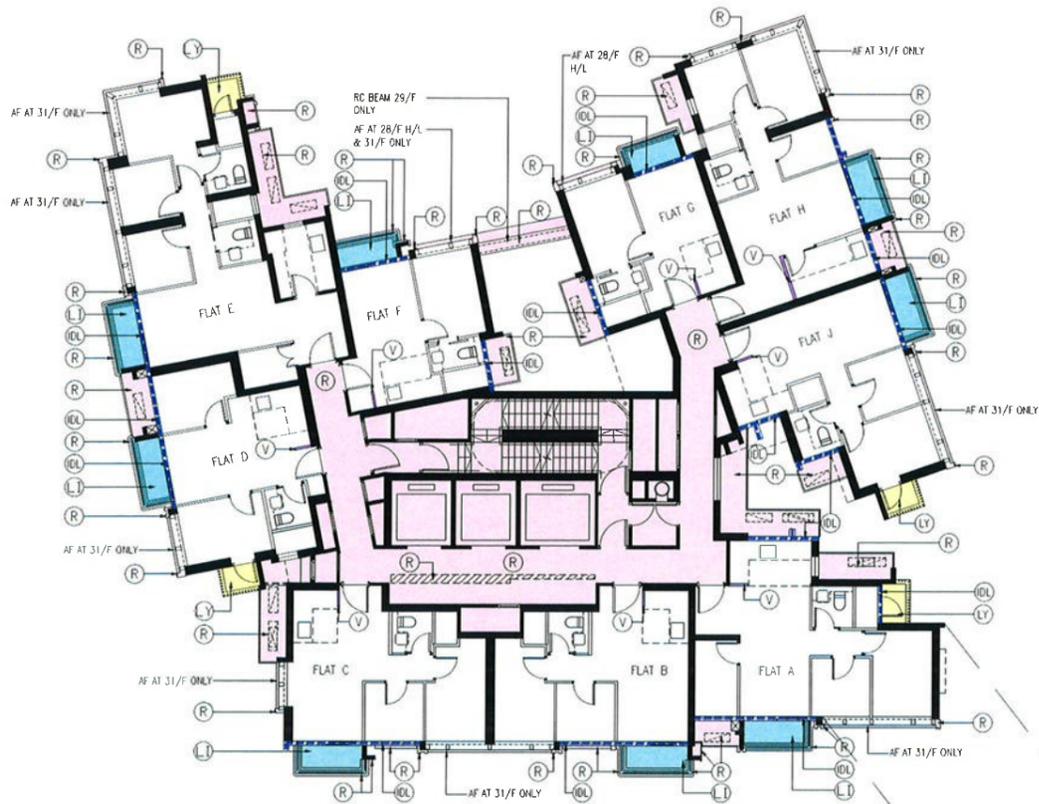
SCALE / 比例 1:250@A3	JOB NUMBER / 工程編號 5552B
DATE / 日期 JUN 2022	DRAWING NUMBER / 圖號 DMC-T38-002
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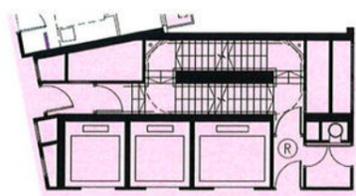
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25 MARCH 2025

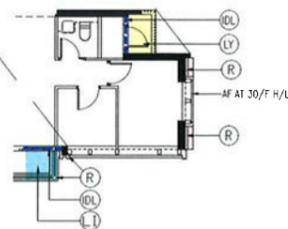
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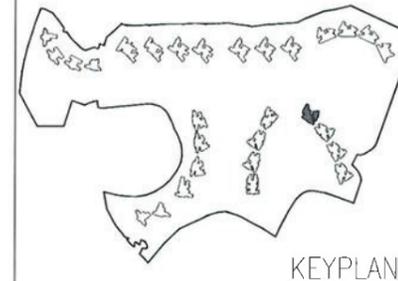
AQUA AVENUE TOWER 5 – TYPICAL FLOOR PLAN (29/F TO 32/F)



PART PLAN OF 32/F



PART PLAN OF 31/F & 32/F



KEYPLAN

COLOUR LIFECHEWIND

- R RESIDENTIAL COMMON AREAS AND FACILITIES
- W WIDER COMMON CORRIDORS AND WASH LOBBIES (RESIDENTIAL COMMON AREAS AND FACILITIES)
- V KITCHEN WALL
- LI BALCONY
- LY UTILITY PLATFORM
- IDL NON-STRUCTURAL PREFABRICATED EXTERNAL WALL (INDIGO DOTTED LINE)

LEGEND

AF ARCHITECTURAL FEATURE

NUMBER / 號	DATE / 日期	AMENDMENT / 修訂
Q	25/03/2025	16TH ISSUE
P	17/03/2025	15TH ISSUE
N	28/02/2025	14TH ISSUE
M	10/01/2025	13TH ISSUE

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PROJECT / 工程項目
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 SAI SHA, SHAP SZE HEUNG,
 NEW TERRITORIES, HONG KONG
 SITE B – T.P.T.L. 253 RP

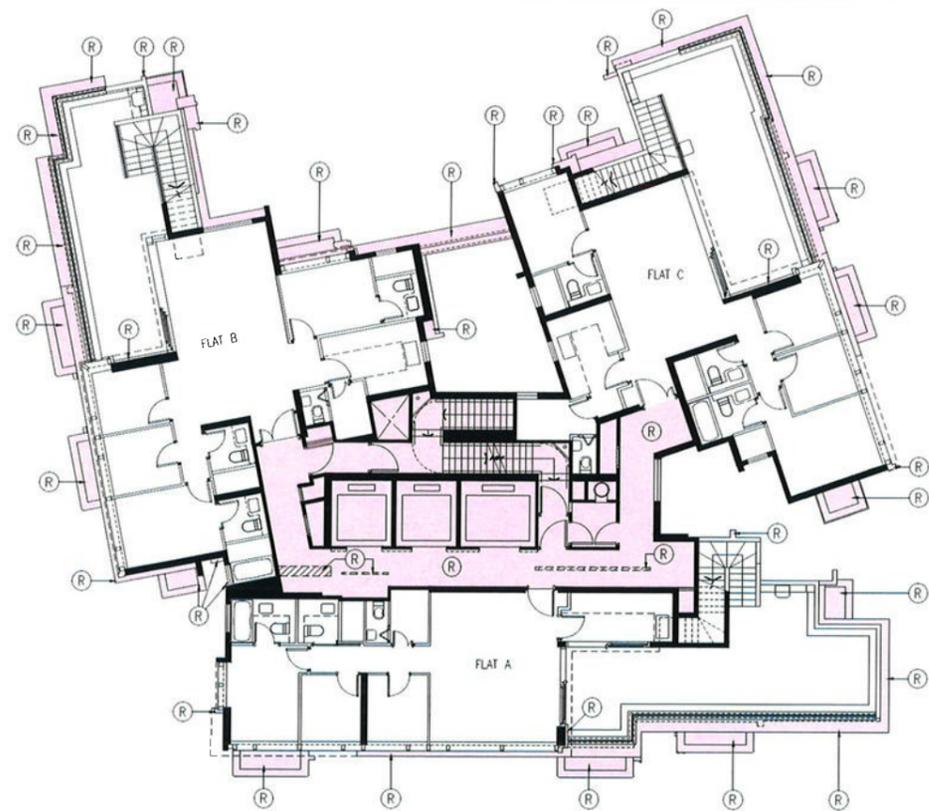
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 TYPICAL FLOOR PLAN (29/F TO 32/F)

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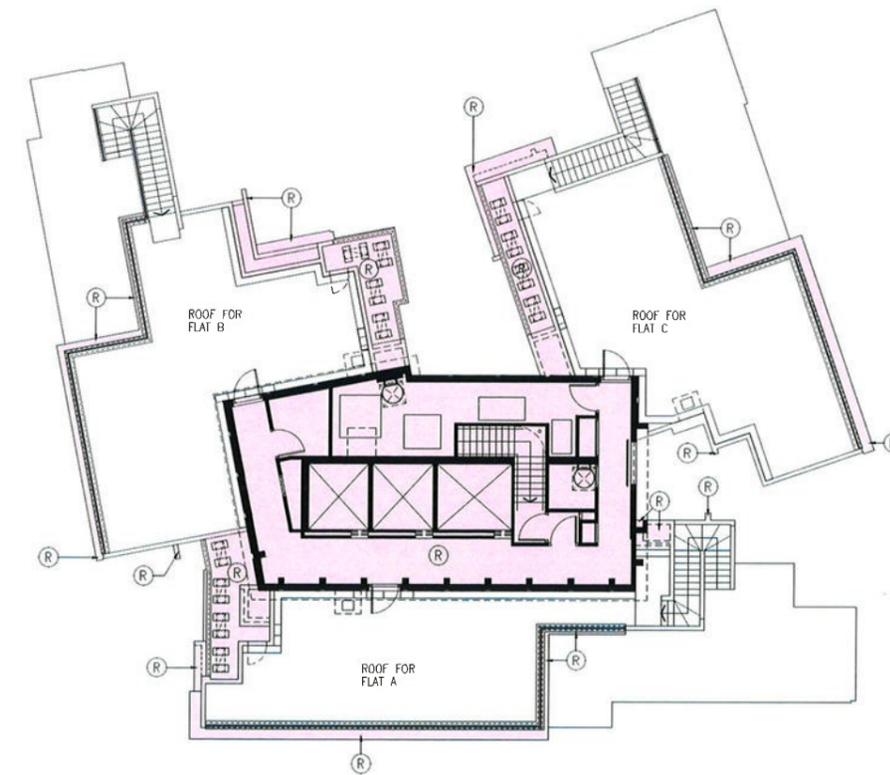
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 AUTHORIZED PERSON (ARCHITECT)
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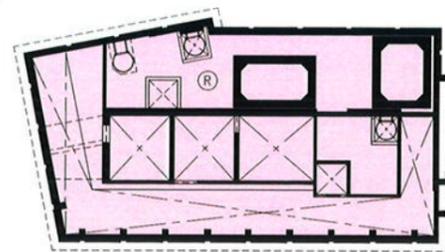
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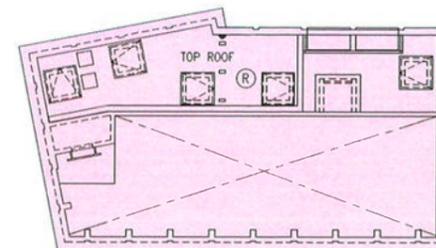
AQUA AVENUE TOWER 5 – 33/F FLOOR PLAN



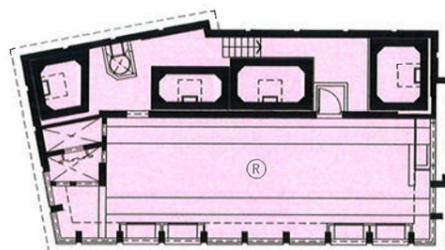
AQUA AVENUE TOWER 5 – ROOF FLOOR PLAN



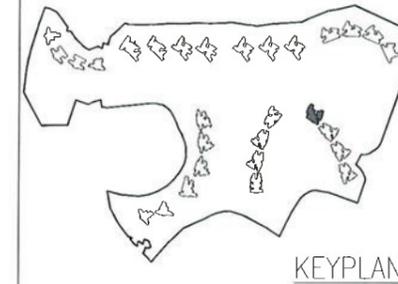
AQUA AVENUE TOWER 5 – UPPER PART OF ROOF PLAN



AQUA AVENUE TOWER 5 – TOP ROOF PLAN



AQUA AVENUE TOWER 5 – UPPER ROOF PLAN



- COLOUR LEGEND**
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PROJECT / 工程項目
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SITE B – T.P.T.L. 253 RP

DRAWING / 圖名
PRINCIPAL DMC PLAN – AQUA AVENUE TOWER 5
33RD FLOOR PLAN, ROOF FLOOR PLAN,
UPPER ROOF PLAN & TOP ROOF PLAN

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