

DATED 3rd day of December 2014

WEALRISE INVESTMENTS LIMITED

and

FU WAI YI and CHAN TSZ FUNG

and

**COUNTRY HOUSE PROPERTY
MANAGEMENT LIMITED**

**DEED OF MUTUAL COVENANT
AND MANAGEMENT AGREEMENT**

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THIS DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT

is made the 3rd day of December Two thousand and fourteen

BETWEEN :-

- (1) **WEALRISE INVESTMENTS LIMITED (福騰投資有限公司)** whose registered office is situated at 23rd Floor, Pioneer Centre, 750 Nathan Road, Kowloon, Hong Kong (hereinafter called "**the First Owner**" which expression shall where the context so admits include its successors and assigns) of the first part;
- (2) **FU WAI YI (傅慧怡) and CHAN TSZ FUNG (陳紫楓)** both of Flat A on 11th Floor of the Residential Tower of Cadogan, Hong Kong (hereinafter called "**the Second Owner**" which expression shall where the context so admits include its successors and assigns or his executors, administrators and assigns or such survivor of his or her or their assigns) of the second part; and
- (3) **COUNTRY HOUSE PROPERTY MANAGEMENT LIMITED (康居物業管理有限公司)** whose registered office is situated at 23rd Floor, Pioneer Centre, 750 Nathan Road, Kowloon, Hong Kong (hereinafter called "**the Management Company**") of the third part.

WHEREAS :-

- (1) (a) In this Deed the following expressions, except where the context otherwise requires, have the following meanings :-

"Approved Plans"	The plans for the development of the Lot and/or any amendment thereto duly approved by the Building Authority.
"Auditor" or "auditor"	A certified public accountant firm in Hong Kong.
"Carpark Tower"	All that the whole of a 5-storey building erected on the Lot comprising Ground Floor, Mezzanine Floor, First Floor, Second Floor, Third Floor and Fifth Floor (including flat roofs thereof) and forming part of the Estate.
"Carpark Tower Common Areas"	Those parts of the Carpark Tower as shown on the plans (certified as to their accuracy by or on behalf of the relevant Authorized Person) annexed hereto and thereon coloured Green for the purpose of identification only including, but not limited to, the External Walls of the Carpark Tower, planters, passenger lift shafts, passenger lift lobbies, car lift shafts, switch rooms, F.S. inlet & sprinkler inlet & control valve, lift machine room, flat roofs, sprinkler pump room, F.S. pump room, driveways and waiting space on Second Floor, staircases and landings and those parts not otherwise specifically

assigned to or for the exclusive use of an Owner and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Carpark Tower designated or intended for the common use and benefit of the Owners of the Residential Units and the Car Parking Spaces.

"Carpark Tower Common Facilities" Those facilities and ancillary equipment for the use and benefit of the Residential Units and the Car Parking Spaces and not for the use or benefit of a particular Residential Unit or Car Parking Space exclusively and shall include but not limited to passenger lift and car lifts of Carpark Tower, security system, electrical and mechanical installations, fire services installation, sprinkler water tank, F.S. water tank, sprinkler pump and F.S. pump.

"Capital Expenditure" Expenditure of a capital nature or of a kind not expected to be incurred annually.

"Car Parking Space" or "Car Parking Spaces" The car parking space(s) and motor cycle parking space(s) in those parts of Ground Floor, Mezzanine Floor, First Floor and Second Floor of the Carpark Tower of the Estate for the parking of motor vehicles or motor cycles.

"Carpark Common Areas" Those parts of Ground Floor, Mezzanine Floor, First Floor, Second Floor and Third Floor of the Carpark Tower of the Estate as shown on the plans (certified as to their accuracy by or on behalf of the relevant Authorized Person) annexed hereto and thereon coloured Red for the purpose of identification only, not otherwise specifically assigned to or for the exclusive use of an Owner and means those parts designed or intended for the common use and benefit of the Owners of the Car Parking Spaces and shall include but not limited to the driveways and waiting spaces on Mezzanine Floor and First Floor and lift machine room.

"Carpark Common Facilities" Those facilities and equipment for the use and benefit of the Car Parking Spaces but not other parts of the Estate and not for the use or benefit of a particular Car Parking Space exclusively and shall include but not limited to security system, electrical and mechanical installations and fire services installation.

"Commercial Common Areas" Those parts of the Ground Floor of the Carpark Tower as shown on the plans (certified as to their accuracy by or on behalf of the Authorised Person) annexed hereto and thereon coloured Violet for the purpose of identification only, not otherwise specifically assigned to or for the exclusive use of an Owner of Commercial Unit and means those parts designed or intended for the common use and benefit of the Owners of the

	Commercial Units and shall include but not limited to the loading and unloading space on the Ground Floor of the Carpark Tower for use by the Owners and occupiers of the Commercial Units and their bona fide guests and visitors.
"Commercial Common Facilities"	Those facilities and equipment for the use and benefit of the Commercial Units but not other parts of the Estate and not for the use and benefit of a particular Commercial Unit exclusively.
"Commercial Unit" or "Commercial Units"	The shop(s) in those parts of the Ground Floor of the Residential Tower for commercial use in accordance with the Approved Plans and including the lavatory(ies) thereof.
"Common Areas"	The Estate Common Areas, the Residential Tower Common Areas, the Carpark Tower Common Areas, the Residential Common Areas, the Commercial Common Areas and the Carpark Common Areas.
"Common Facilities"	The Estate Common Facilities, the Residential Tower Common Facilities, the Carpark Tower Common Facilities, the Residential Common Facilities, the Commercial Common Facilities and the Carpark Common Facilities.
"Corporation"	The corporation formed by the Owners and registered under the Building Management Ordinance (Cap.344).
"Estate"	The whole of the development on and/or in the Lot known as "CADOGAN (加多近山)" comprising the Residential Tower, the Carpark Tower and the Common Areas and the Common Facilities.
"Estate Common Areas"	The whole of the Lot and the Estate not otherwise specifically assigned to or for the exclusive use of an Owner and means those parts designed or intended for common use and benefit of the Owners and shall include but not limited to such parts of the Right of Way Areas, the open passages, cable riser duct room, refuse storage & material recovery chamber, fire services control room, water meter room, maintenance space, entrance of Carpark Tower, driveways on Ground Floor of Carpark Tower, transformer room, high voltage switchgear compartment room, consumer switch rooms, pump room, check meter cabinets, electricity meter room, booster pump room, emergency generator room, the existing service lanes, loading/unloading bay, flushing water tanks, potable water tank, fresh water tanks, open spaces within the Lot and the Estate, passages, corridors, staircases and landings and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and

the Estate designated or intended for common use and benefit of the Owners and not otherwise specifically assigned to or for the exclusive use of an Owner and such rooms, areas and spaces for storing housing or providing the Estate Common Facilities but excluding all areas on and of the Lot and the Estate which form part of the Units or Residential Tower Common Areas, Carpark Tower Common Areas, Residential Common Areas, Commercial Common Areas or Carpark Common Areas. The Estate Common Areas are for the purpose of identification only shown and coloured Yellow and Yellow hatched Black and on the plans (certified as to their accuracy by or on behalf of the relevant Authorized Person) hereto annexed.

"Estate Common Facilities"

- (a) Such of the drains, watercourses, pipes, gutters, wells (if any), sewers, fire-fighting system, wires and cables, emergency generator, electrical equipment, water tap point, air-conditioning condensers, air-conditioning or mechanical installation servicing the Estate Common Areas and other services facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Lot and the Estate through which water, sewage, electricity and any other services are supplied to the Lot and the Estate or any part or parts thereof which are for the use and benefit of the Lot and the Estate as a whole and not for the use or benefit of a particular Unit;
- (b) Water tanks (including fire services water tank, sprinkler water tank, potable water tank, flushing water tanks, fresh water tanks) and water pumps which are for the use and benefit of the Lot and the Estate as a whole and not for use or benefit of a particular Unit;
- (c) Lighting and lightning protection system within the Estate which are for the use and benefit of the Lot and the Estate as a whole and not for the use or benefit of a particular Unit;
- (d) Burglar alarm, metal gate and security system(s) (if any) which are for the use and benefit of the Lot and the Estate as a whole and not for the use or benefit of a particular Unit;
- (e) Automatic sprinkler system and fire detection and alarm system within the Estate which are for the use and benefit of the Lot and the Estate as a whole and not for the use or benefit of a particular Unit;

and other facilities and systems for the common use and benefit of the Lot and the Estate as a whole and not for the use or benefit of a particular Unit exclusively.

For avoidance of doubt, the term "Estate Common Facilities" shall not include those facilities, equipment and other like structures forming part of the Residential Tower Common Facilities, the Carpark Tower Common Facilities, the Residential Common Facilities, the Commercial Common Facilities or the Carpark Common Facilities.

"Estate Rules"

The rules and regulations for the time being regulating the use occupation and maintenance etc. of the Lot and/or the Estate formulated pursuant to Clause (3:02:04) of this Deed.

"External Walls"

The external walls of the Estate including the external tiles, glass walls, glass roof, stone cladding, aluminium cladding, parapet walls, architectural features, architectural features projecting over streets, architectural fins, architectural fins projecting over streets and the louvers windows and window frames of the Common Areas but excluding those parts of air-conditioning platforms forming part of Units, the internal surface of the concrete walls facing the Units, the glass railing/balustrade of flat roofs and Non-enclosed Areas or their replacement and the windows and window frames of the Units and also excluding the curtain walls on 53rd Floor and 55th Floor of the Residential Tower which curtain walls form parts of the duplexes on 53rd Floor and 55th Floor.

"Fire Safety Management Plan"

The fire safety management plan and measures relating to the Residential Units with open kitchen required to be implemented by the Buildings Department and more particularly set out in the Sixth Schedule hereto and any addition or variation thereto from time to time in accordance with the then relevant requirement of the Buildings Department, the Fire Services Department and any other relevant Government authority.

"Government"

The Hong Kong Government.

"Government Lease"

Government Lease dated 19th February 1885 and made between Queen Victoria of the one part and Catchick Paul Chater of the other part in respect of Inland Lot No.905 for the residue of the term of 999 years from 24th September 1883 as varied or modified and so far as the variation and modification relate to the Lot.

"Hong Kong"

The Hong Kong Special Administrative Region.

"Link Bridge"

The uncovered footbridge connecting the Residential Tower and the Carpark Tower on the Fifth Floor level of the Estate.

"Lot"

All Those pieces or parcels of ground respectively registered in the Land Registry as The Remaining Portion of Subsection 8 of Section A of Inland Lot No.905, Section N of Subsection 1 of Section A of Inland Lot No.905, Section K of Subsection 1 of Section A of Inland Lot No.905, Section L of Subsection 1 of Section A of Inland Lot No.905, Section P of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Section J of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Section O of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Section D of Subsection 1 of Section A of Inland Lot No.905, Section A of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Subsection 2 of Section A of Inland Lot No.905, Subsection 1 of Section B of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Section A of Subsection 3 of Section A of Inland Lot No.905, The Remaining Portion of Section B of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Subsection 3 of Section A of Inland Lot No.905, The Remaining Portion of Section E of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Subsection 5 of Section A of Inland Lot No.905, Subsection 1 of Section E of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Section A of Subsection 5 of Section A of Inland Lot No.905, The Remaining Portion of Section F of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Subsection 6 of Section A of Inland Lot No.905, Subsection 1 of Section F of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Section A of Subsection 6 of Section A of Inland Lot No.905, Section C of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Subsection 4 of Section A of Inland Lot No.905, The Remaining Portion of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Subsection 9 of Section A of Inland Lot No.905, The Remaining Portion of Section R of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Subsection 1 of Section Q of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Subsection 1 of Section A of Subsection 9 of Section A of Inland Lot No.905, The Remaining Portion of Section Q of Subsection 1 of Section A of Inland Lot No.905 and The Remaining Portion of Section A of Subsection 9 of Section A of Inland Lot No.905.

"Maintain" or "maintain"

Includes inspection and testing by the Manager or experts appointed by the Manager to, touch up, repair, uphold,

support, rebuild, renovate, overhaul, pave, purge, scour, cleanse, empty, amend, keep, replace, paint, decorate and improve and provide for such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and the expression "maintenance" shall be construed accordingly.

"Maintenance Manual"	The maintenance manual for the Slope and Retaining Structures (if any) prepared in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and approved by the relevant Government department(s).
"Management" or "manage"	All duties and obligations to be performed and observed by the Manager pursuant to the provisions of this Deed.
"Management Expenses"	All expenses, costs and charges necessarily and reasonably incurred in the good and efficient management and maintenance of the Lot and the Estate or any portion thereof in accordance with the provisions of this Deed.
"Management Fee"	The amount or due proportion of estimated Management Expenses and Manager's Remuneration payable monthly by the Owners in respect of each Unit owned by them.
"Management Fund"	All the monies to be collected received or held by the Manager pursuant to this Deed excluding only the Manager's Remuneration.
"Manager"	The Management Company or any other Manager for the time being appointed as manager of the Lot and the Estate pursuant to the provisions of this Deed.
"Manager's Remuneration"	The remuneration of the Manager as provided in this Deed.
"Month"	A calendar month.
"Non-enclosed Areas"	All those balcony(ies) and/or utility platform(s) forming part of a Unit as identified and shown coloured Pink and marked "BAL." and "U.P." respectively on the plans (certified as to their accuracy by or on behalf of the relevant Authorized Person) annexed hereto.
"Occupation Permit"	The written permission to be issued by the Building Authority under the provisions of the Buildings Ordinance for the Estate to be occupied.
"Owner" or "Owners"	Each person in whom for the time being any Undivided

Share(s) as set out in the First Schedule hereto of and in the Lot and the Estate is vested and who for the time being appears from the records at the Land Registry to be the owner of any Undivided Share and every joint tenant or tenant in common of any such Undivided Share(s) and where any such Undivided Share(s) has been mortgaged or charged the word shall include both mortgagor or chargor and his registered mortgagee/chargee in possession or one who has foreclosed or in receipt of the rents and profits of such Undivided Share(s) PROVIDED THAT the voting rights conferred on the Owner of such Undivided Share(s) by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the registered mortgagee or chargee is in possession of or has foreclosed or is in receipt of the rents and profits of such Undivided Share(s).

"Owners' Committee"

A committee of the Owners established in accordance with the provisions of this Deed.

"Recreational Areas"

All Those portions of the Third Floor and Fifth Floor of the Carpark Tower and the Second Floor, Third Floor and Fifth Floor of the Residential Tower of the Estate and all other areas intended for recreational use by the Owners and residents of the Residential Units of the Estate and their bona fide visitors which shall include but not limited to swimming pool, covered landscape / sitting area, gymnasium, sauna, male and female lavatories & changing rooms, study room and game room.

"Recreational Facilities"

The facilities provided or installed for recreational use by the residents of the Residential Units of the Estate and their bona fide visitors.

"Residential Common Areas"

Those parts of the Estate as shown on the plans (certified as to their accuracy by or on behalf of the relevant Authorized Person) annexed hereto and thereon coloured Orange for the purpose of identification only including, but not limited to, the Recreational Areas, Link Bridge, the External Walls of the Residential Tower (excluding the Signage Area) and the Link Bridge, entrance lobby of the Residential Tower, lift shafts of the Residential Tower, logistic room, watchmen's counter, tel. lead-in duct, loading and unloading space, sprinkler pump room, AHU room (for clubhouse), flat roofs (not forming parts of Units), planters, pipe ducts, lift lobbies of Residential Tower, refuse storage & material recovery rooms, water meter cabinets, electricity cabinets, E.L.V. cabinets, reinforced concrete canopies, refuge floor, lift machine rooms of Residential Tower, wider corridors, wider lift lobbies, staircases, landings, the Visitors' Car Parking Space, duct space for swimming pool, greenery (whether vertical or

horizontal), filtration plant room on the 3rd Floor of the Carpark Tower and those parts not otherwise specifically assigned to or for the exclusive use of an Owner and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Building designated or intended for the common use and benefit of the Owners of the Residential Units of the Estate.

"Residential Common Facilities"

Those facilities and ancillary equipment (including but not limited to drains, watercourses, pipes, gutters, wells (if any), sewers, fire-fighting system, lifts, wires and cables, electrical equipment, air-conditioning condensers, air-conditioning or mechanical installation servicing the Residential Common Areas, water tanks, filtration plant on the 3rd Floor of the Carpark Tower, sprinkler pump, gondola and gondola track) for the use and benefit of the Residential Units of the Estate and not for the use or benefit of a particular Residential Unit of the Estate exclusively and shall include the Recreational Facilities.

"Residential Tower"

The whole of a 49-storey building erected on the Lot comprising Ground Floor to 3rd Floor, 5th Floor, 6th Floor to 12th Floor, 15th Floor to 23rd Floor, 25th Floor to 33rd Floor, 35th Floor to 43rd Floor, 45th Floor to 52nd Floor, 53rd Floor, 55th Floor, main roof and upper roofs and forming part of the Estate, and the 28th Floor is the Refuge Floor.

"Residential Tower Common Areas"

Those parts of the Residential Tower as shown on the plans (certified as to their accuracy by or on behalf of the relevant Authorized Person) annexed hereto and thereon coloured Indigo for the purpose of identification only including, but not limited to, F.S. inlet, sprinkler inlet, drencher inlet, sprinkler control valve and drencher, gas cabinet, T.B.E. room, F.S. water tank, F.S. pump room, AHU room, sprinkler pump room, sprinkler water tank, room for SMARTV, pipe duct(s) inside Commercial Unit(s), check meter cabinet on 2nd Floor of the Residential Tower and those parts not otherwise specifically assigned to or for the exclusive use of an Owner and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Residential Tower designated or intended for the common use and benefit of the Owners of the Residential Units, the Commercial Units and the Signage Area.

"Residential Tower Common Facilities"

Those facilities and ancillary equipment (including but not limited to communal television antennae and/or cables (if any), FM/radio aerial (if any), satellite dishes (if any), aerial broadcast distribution or telecommunications network facilities, transmission device of any kind and ancillary

equipment) for the use and benefit of the Units in the Residential Tower (including the Residential Units, the Commercial Units and the Signage Area) and not for the use or benefit of a particular Unit of the Residential Tower exclusively.

**"Residential Unit" or
"Residential Units"**

The residential flat(s) in those parts of the 6th to 55th Floors (together with flat roofs thereof (if any)) (the designation of 13th Floor, 14th Floor, 24th Floor, 34th Floor, 44th Floor and 54th Floor being omitted) of the Residential Tower of the Estate for residential use in accordance with the Approved Plans. The 28th Floor is the Refuge Floor.

"Right of Way Areas"

All Those areas of the Lot including but not limited to the existing service lanes as for the purpose of identification only shown coloured Yellow hatched Black on the Ground Floor plan (certified as to the accuracy by the relevant Authorized Person) annexed hereto for the common use by Owners and other owners and occupiers for the time being of the other portions of Inland Lot No.905 to go pass and repass such areas of the Lot.

"Signage Area"

The portions of the External Walls of the Residential Tower reserved for advertising and logo signage and as for the purpose of identification only shown and coloured Brown on the elevation plan(s) (certified as to their accuracy by the Authorised Person) annexed hereto.

**"Slope and Retaining
Structures"**

All retaining walls and other structures within or outside the Lot (if any), the maintenance of which is the liability of the Owners under the Government Lease or this Deed.

**"Special Fund" or
"Special Funds"**

The fund or funds constituted pursuant to Clause (3:05:04)(d) of this Deed.

**"Undivided Share"
or "Undivided Shares"**

All those 117,513 equal undivided parts or shares of and in the Lot and the Estate allocated to the Units and the Common Areas and Common Facilities as set out in the First Schedule hereto.

"Unit" or "Units"

The Residential Unit(s) (including, where applicable, the flat roofs, the Non-enclosed Areas, the air-conditioning platforms, the plaster and covering of the internal surface of the concrete External Walls enclosing the Unit and the plaster and covering of the internal surface of other enclosing walls abutting on the Common Areas enclosing the Unit, all internal walls of and waterproofing layers within a Unit (but in case of a party wall adjoining two Units upto the mid point of it), windows and glass of windows and aluminium windows (whether openable

or non-openable) appertaining to a Unit, window frames and sealant around window frames, the glass railing/balustrade of flat-roof (which forms part of a Unit) and Non-enclosed Areas, swimming pool and filtration plant room (for duplex on 53rd Floor and 55th Floor only), curtain walls enclosing the Unit (for duplexes on 53rd Floor and 55th Floor only)), the Commercial Unit(s), the Car Parking Space(s) and the Signage Area of the Estate and each part of the Lot and/or the Estate intended for separate use or occupation and of which the Owner, as between himself and Owners or occupiers of other parts of the Estate, is entitled to the exclusive possession.

"Visitors' Car Parking Space"

The disabled car parking space on the 2nd Floor of the Carpark Tower as shown on the 2nd Floor Plan (certified as to their accuracy by and on behalf of the relevant Authorized Person) annexed hereto and thereon coloured Orange for the purpose of identification only.

"Works and Installations"

The major works and installations in the Estate requiring regular maintenance on a recurrent basis as set out in the Fifth Schedule hereto.

(b) In this Deed (if the context permits or requires) reference to the singular shall include the plural and vice versa and reference to the masculine gender shall include the feminine or neuter gender and words importing persons shall include corporation and vice versa.

(2) The Lot and the Estate have been notionally divided into 117,513 equal Undivided Shares and allocated to the Units and the Common Areas and the Common Facilities as set out in the First Schedule hereto.

(3) By an Assignment bearing even date herewith and made between the First Owner and the Second Owner, the First Owner assigned to the Second Owner All Those 885 equal undivided 117,513th parts or shares of and in the Lot and the Estate together with the exclusive right to hold use occupy and enjoy All That Flat A on the 11th Floor of the Residential Tower of the Estate.

(4) The Lot and the Estate are vested in the First Owner and the Second Owner as Tenants in Common as to 116,628 equal undivided 117,513th parts or shares thereof in the First Owner and as to 885 equal undivided 117, 513th parts or shares thereof in the Second Owner for the residue of the term of years created by the Government Lease subject to the payment of the rent and to the observance and performance of the terms and conditions reserved and contained in the Government Lease.

(5) The parties hereto have agreed to enter into this Deed for the purpose of making provisions for the management, maintenance, insuring and servicing of the Lot, the Estate and its equipment, services and apparatus, and for the purpose of defining and regulating the rights, interests and obligations of the Owners in respect of the Lot and the Estate and to

provide for a due proportion of the common expenses of the Lot and the Estate to be borne by the Owners.

NOW THIS DEED WITNESSETH as follows :-

(1) **MUTUAL GRANTS, EXCEPTIONS TO THE REGISTERED OWNER ETC.**

(1:01) The First Owner shall at all times hereafter for the residue of the term created by the Government Lease have the full and exclusive right and privilege to hold use occupy and enjoy all the Units set out in the First Schedule hereto (save and except the Unit(s) set out in Clause (1:02) of this Deed and the Common Areas and Common Facilities) Together with the appurtenances thereto and the entire rents and profits thereof to the exclusion of the Second Owner subject however to and with the benefit of this Deed.

(1:02) The Second Owner shall at all times hereafter for the residue of the term created by the Government Lease have the full and exclusive right and privilege to hold use occupy and enjoy All That Flat A on the 11th Floor of the Residential Tower of the Estate Together with the appurtenances thereto and the entire rents and profits thereof to the exclusion of the First Owner subject however to and with the benefit of this Deed.

(1:03) Each Undivided Share and the full and exclusive right and privilege to hold use occupy and enjoy any part of the Lot and/or the Estate held therewith shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the easements reservations rights privileges and obligations set out in the Third Schedule hereto.

(1:04) The Owners shall at all times hereafter be bound by and shall observe and perform the covenants provisions and restrictions contained herein and in the Fourth Schedule hereto.

(1:05) Subject to Clause (1:06) of this Deed, every Owner shall have the full right and liberty without reference to the other Owners or any person or persons otherwise interested in any other Undivided Share(s) or interest of and in the Lot and/or the Estate in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, charge, lease, let, licence or otherwise dispose of or deal with his Undivided Shares and interest in the Lot and the Estate together with the exclusive right and privilege to hold use occupy and enjoy such Units and any part of the Estate to which the exclusive right is vested subject to and with the benefit of this Deed but not otherwise PROVIDED THAT such assignment shall contain a covenant provided in Clause (1:08)(b) and paragraph (1) of the Fourth Schedule hereof.

(1:06) (a) The right to the exclusive use occupation and enjoyment of any part of the Lot and/or the Estate 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 shall not extend to a lease or tenancy or licence the term of which does not exceed 7 years.

(b) The right to the exclusive use, occupation and enjoyment of any flat roof or Non-enclosed Areas or air-conditioning platform shall not be sold, assigned,

mortgaged, charged, leased or otherwise dealt with separately from the Unit with which the flat roof or Non-enclosed Areas or air-conditioning platform is held.

(1:07) Each and every Owner covenants with the First Owner and its successors and assigns with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Lot and the Estate and any interest therein that the First Owner shall for as long as it remains the beneficial owner of any Undivided Shares have the sole and absolute right in its 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 which are hereby expressly excepted and reserved unto and granted and conferred upon the First Owner :-

- (a) the right to change, amend, vary, add to or alter the master layout plans (if any), the Approved Plans and the building plans existing at the date hereof from time to time without the concurrence or approval of any Owner or any of the parties hereto and to enter into and upon all parts of the Lot and the Estate with all necessary equipment, plant and materials for the purposes of constructing and completing the Estate 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 Lease or other applicable legislation and no such change, amendment, variation, addition or alteration shall give to the Owners any right of action against the First Owner PROVIDED THAT the exercise of such right shall not interfere with an Owner's exclusive right to hold, use and occupy the part of the Estate which he is entitled or unreasonably impede or restrict the access to and from any such part of the Estate;
- (b) subject to the approval by a resolution of Owners, the right for the First Owner, without the necessity to join any other Owners as party, to apply to the Government to amend, vary or modify the Government Lease, to carve out, surrender, dedicate or assign to the Government either in its own name or in the name of some or all Owners for public use of any portion of the Lot not being within the exclusive use occupation and enjoyment of any other Owner PROVIDED THAT such modification surrender dedication or assignment shall not affect the rights and interests of the Owners in the physical use, occupation and enjoyment of their Units;
- (c) the full and unrestricted right without interference by the other Owners to designate or re-designate the numbering for those floors or Units which are wholly owned by the First Owner and to alter the use of any part of the Estate owned by the First Owner to other uses subject to the Government Lease;
- (d) the right to adjust and/or allocate and/or reallocate the number of Undivided Shares in the Lot and the Estate retained by the First Owner and the management shares relating thereto and the manner in which the same shall be notionally divided and the fraction which each such Undivided Shares and management shares bears to the whole PROVIDED THAT such adjustment

shall not affect the other Owners' sole and exclusive right and privilege to hold use and occupy their part or parts of the Estate or impede or restrict the access to or from such part or parts of the Estate, and that such adjustment shall not increase the proportion of other Owners' contribution to Management Fees and should not result in disproportionate voting rights being granted and the prevention or hindrance of the incorporation of the Corporation;

- (e) subject to the approval of the Owners' Committee (if any), the right to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other similar structures within the Lot and the Estate and such construction shall not interfere with the rights of the other Owners to enjoy their Units;
- (f) the right to change the name of the Estate at any time without the consent of the Owners and shall not be liable to any Owners or other person having an interest in the Lot and/or the Estate for any damages, claims, costs or expenses resulting therefrom or in connection therewith;
- (g) the right to alter and demolish any part of the Estate of which the exclusive right to hold use and occupy is vested in the First Owner (including any walls and partition vested in the First Owner) PROVIDED THAT necessary consent is obtained from the relevant Government authorities and any structural alteration or demolition shall not interfere with the rights of the other Owners to enjoy their Units;
- (h) subject to the approval of the Owners' Committee, the right to convert any part of the Common Areas and the Common Facilities to the First Owner's own use or for the First Owner's own benefit PROVIDED THAT the exercise of such right shall not interfere with an Owner's exclusive right to hold, use and occupy the part of the Estate to which he is entitled or unreasonably impede or restrict the access to and from any such part of the Estate;
- (i) subject to the approval by a resolution of the Owners at an Owners' meeting convened under this Deed, the right to designate and declare by deed any area or part or parts of the Estate and/or facilities and/or equipment, the sole and exclusive right to hold, use, occupy and enjoy which, and to receive the rents and profits in respect of which, is then beneficially owned by the First Owner to be additional Estate Common Areas or additional Residential Tower Common Areas or additional Carpark Tower Common Areas or additional Residential Common Areas or additional Commercial Common Areas or additional Carpark Common Areas and/or additional Estate Common Facilities or additional Residential Tower Common Facilities or additional Carpark Tower Common Facilities or additional Residential Common Facilities or additional Commercial Common Facilities or additional Carpark Common Facilities whereupon with effect from such designation and declaration such additional Estate Common Areas or additional Residential Tower Common Areas or additional Carpark Tower Common Areas or additional Residential Common Areas or additional Commercial Common Areas or additional Carpark Common Areas and/or additional Estate Common

Facilities or additional Residential Tower Common Facilities or additional Carpark Tower Common Facilities or additional Residential Common Facilities or additional Commercial Common Facilities or additional Carpark Common Facilities shall form part of the Estate Common Areas or the Residential Tower Common Areas or the Carpark Tower Common Areas or the Residential Common Areas or the Commercial Common Areas or the Carpark Common Areas and/or the Estate Common Facilities or the Residential Tower Common Areas or the Carpark Tower Common Areas or the Residential Common Facilities or the Commercial Common Facilities or the Carpark Common facilities as provided in this Deed (as the case may be) and the Owners shall contribute to the maintenance and upkeep of the same as being part of the Estate Common Areas or the Residential Tower Common Areas or the Carpark Tower Common Areas or the Residential Common Areas or the Commercial Common Areas or the Carpark Common Areas and/or the Estate Common Facilities or the Residential Tower Common Facilities or the Carpark Tower Common Facilities or the Residential Common Facilities or the Commercial Common Facilities or the Carpark Common Facilities (as the case may be) PROVIDED THAT in making such designation and declaration the First Owner shall not interfere with or adversely affect in any way an Owner's exclusive right to hold, use and occupy the part of the Estate to which he is entitled and that such areas and facilities to be so designated and declared shall be for the beneficial use of the Owners PROVIDED FURTHER THAT no Owner (including the First Owner) and no Manager shall have the right to re-convert or re-designate such Common Areas and Common Facilities to his or its own use or benefit save as otherwise provided for when the area in question is so converted or designated;

- (j) notwithstanding anything herein contained, the right and obligation to assign the whole of the Undivided Shares in the Common Areas and Common Facilities (but not a part thereof) upon execution of this Deed and those parts designated and declared as additional Estate Common Areas or additional Residential Tower Common Areas or additional Carpark Tower Common Areas or additional Residential Common Areas or additional Commercial Areas or additional Carpark Common Areas and/or additional Estate Common Facilities or additional Residential Tower Common Facilities or additional Carpark Tower Common Facilities or additional Residential Common Facilities or additional Commercial Common Facilities or additional Carpark Common Facilities pursuant to Clause (1:07)(i) of this Deed after such designation to the Manager free of costs or consideration to be held on trust for all Owners or such Owners who share in common use or benefit of such additional Common Areas after such designation (as the case may be) and for the general amenity of the relevant Owners and other occupants of the Estate Subject to the Government Lease and to this Deed. Such Undivided Shares together with the exclusive right to hold, use, occupy and enjoy the Common Areas and Common Facilities shall be assigned to and vested in the Manager free of costs or consideration upon execution of this Deed and shall upon such assignment to the Manager be held by the Manager as trustee for all Owners for the time being and in the event the Manager shall resign or be wound up or have a receiving order made against it or is removed and another manager be

appointed in its stead in accordance with this Deed, then the outgoing Manager or the liquidator or the receiver shall assign such Undivided Shares together with the Common Areas and Common Facilities which they represent free of costs or consideration to the new manager PROVIDED ALWAYS THAT nothing herein contained shall in any way fetter or diminish the rights, powers, authorities and entitlements of the Manager contained in this Deed PROVIDED FURTHER THAT when the Corporation has been formed, the Manager shall, at any time if required by the Corporation, assign the Undivided Shares in the Common Areas and Common Facilities to it free of costs or consideration.

The First Owner shall have the right from time to time to confer grant or assign any of its rights in this Clause on or to any other person.

- (1:08) (a) In order to secure the performance of the covenant contained in Clause (1:07), the Owners hereby jointly and severally and irrevocably APPOINT the First Owner to be 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 acts and deeds deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to all or any of the rights of the First Owner mentioned in Clause (1:07) with the full power of delegation and the Owners hereby further jointly and severally and irrevocably undertake 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 the abovementioned grant.
- (b) An Owner shall not be entitled to assign the part of the Estate which he owns ("**the Property**") unless the Assignment includes a covenant in substantially the following terms:-

"The Purchaser covenants with the Vendor for itself and as agent for Wealrise Investments Limited ("**the developer**") (which expression shall include their respective successors assigns (other than the Purchaser) and attorneys) for the purpose of enabling the developer to exercise all or any of the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted under Clause (1:07) of the Deed of Mutual Covenant and Management Agreement dated 3rd December 2014 relating to the building of which the Property forms part ("**the Deed of Mutual Covenant**") and to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "**the Covenanting Purchaser**") and shall enure for the benefit of the Estate and be enforceable by the Vendor and/or the developer (as the case may be) and their successors and assigns that:-

- (i) the Covenanting Purchaser grants confirms and acknowledges the covenants, rights, liberty, privileges, entitlements, exceptions and

reservations granted and conferred on the developer under Clause (1:07) of the Deed of Mutual Covenant and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the developer;

- (ii) the Covenanting Purchaser shall, if required by the developer, do everything necessary, including giving express consents in writing to the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the developer, to facilitate the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the developer;
- (iii) in order to secure the performance of the covenants contained in said Clause (1:07), the Covenanting Purchaser hereby (jointly and severally) expressly and irrevocably appoints the developer to be his attorney (with full power of substitution and delegation and, who may act through such officers, employees, agents, nominees and any substitute attorneys as the developer from time to time appoints) and grants unto the developer 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 said covenants, rights, liberty, privileges, entitlements, exceptions and reservations conferred on the developer 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 will ratify and confirm all that the developer shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenanting Purchaser and shall not be revoked by the Covenanting Purchaser or by the death incapacity or the winding up (as the case may be) of the Covenanting Purchaser; 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 substantially the same in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained and this covenant (iv)

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

(2) **PARTY WALLS**

(2:01) Owners who have a common wall adjoining their respective Units shall each have the right to the use of the interior surface of the wall on his side. Neither Owner in respect of that wall shall use any portion of the wall so as to interfere with the use and enjoyment of the other Owner in respect thereof. Neither Owner shall put structures of any kind onto or so near to the wall as to cause leakage of water or damage to the other side of the wall or as to be likely to cause the wall to collapse. If the wall or any portion thereof, except the interior surface of one side, is damaged from any cause, other than the act or negligence of either Owner, it shall be repaired or rebuilt at their joint cost and expense with each bearing half of such cost and expense and such Owners shall repair rebuild or reinstate the wall forthwith.

(3) **MANAGEMENT OF THE ESTATE**

(3:01) General

(3:01:01) Subject to the provisions of the Building Management Ordinance (Cap.344), the management of the Lot and the Estate shall for an initial period of two years from the date of this Deed be undertaken by the Management Company subject to termination at any period of time during its term of appointment (i) by the Management Company by giving 3 Months' notice in writing to the Owners' Committee or the Corporation (if formed) or to all the Owners or (ii) by the Owners' Committee (prior to the formation of the Corporation) without compensation by giving 3 Months' notice in writing to the Management Company after the Owners of not less than 50% of all the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Common Facilities) have resolved so to do. The appointment of the Management Company shall continue unless so terminated or terminated in accordance with Clause (3:01:02).

(3:01:02) Subject to the provisions of the Building Management Ordinance (Cap.344), the Corporation may terminate the appointment of the Management Company by a resolution passed by a majority of the votes of the Owners voting either personally or by proxy and supported by the Owners of not less than 50% of the Undivided Shares in aggregate who are entitled to vote at a general meeting convened for the purpose and by giving 3 Months' notice in writing to the Management Company. For the purpose of this clause, 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.

(3:01:03) Subject to the provisions of the Building Management Ordinance (Cap.344), each Owner hereby irrevocably appoints the Manager as agent and attorney for and on behalf of all the Owners in respect of any matter concerning the Common Areas and Common Facilities or any part(s) thereof and all other matters duly authorized in accordance with the provisions of this Deed and the Manager will have the authority to act for and on behalf of all Owners in accordance with the provisions of this Deed.

(3:01:04) If the Manager shall resign by giving 3 Months' notice in writing to the Owners' Committee or the Corporation (if formed) or to all the Owners then the Owners shall as soon as possible thereafter at a meeting of the Owners by resolution appoint another person or corporation in its stead. On the appointment of any Manager as aforesaid, the Owners shall forthwith enter into a Management Agreement with the new Manager defining the rights, duties and obligations of the new Manager.

(3:01:05) The Manager shall be bound by and shall observe and perform all of the conditions, duties and obligations contained in this Deed and shall have all of the rights, powers and privileges granted by this Deed to the Manager.

(3:01:06) Notwithstanding anything herein contained, during the existence of the Corporation, the rights, duties, powers and obligations for the control, management and the administration of the Lot and the Estate conferred by this Deed on the Manager shall vest in the Corporation whereby such rights duties powers and obligations may be continued to be exercised or performed by the Manager on behalf of the Corporation at the request of the Corporation until the Manager's appointment is terminated under this Deed; and the general meeting of the Corporation convened under the Building Management Ordinance (Cap.344) shall take the place of the meeting of Owners under this Deed and where a management committee of the Corporation is or has been appointed, the management committee shall take the place of the Owners' Committee under this Deed.

(3:01:07) The Manager shall assign all the Common Areas and Common Facilities and the Undivided Shares thereof free of costs or consideration to its successor as manager when it ceases to be the Manager for whatsoever reasons or to the Corporation (if formed) at any time if so required by the Corporation to be held on trust for all Owners.

(3:02) Powers and Duties of the Manager

(3:02:01) Save and except as otherwise expressly provided in this Deed, the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or requisite for and in connection with the proper and efficient management of the Estate, including in particular but without in any way limiting the generality of the foregoing:-

- (a) to maintain in good, clean and safe condition the Common Areas and the Common Facilities and for this purpose to employ reputable and competent contractors and workmen;
- (b) to ensure that all Owners or occupiers of the Units maintain the Unit(s) owned or occupied by them in a satisfactory manner so as not to cause any damages or nuisance to other Units or the Common Areas or Common Facilities and if there be any default on the part of any such Owners or occupiers, to put in hand any necessary maintenance and to take all necessary steps to recover the cost thereof from the defaulting Owner or occupier;
- (c) to paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Estate all structures erected on the Common Areas or forming part of the Common Facilities at such intervals as the same may reasonably be

required to be done and in the event if so required by any Government departments;

- (d) to prevent any decaying, noisome, noxious, excrementitious or other refuse matter from being deposited on the Common Areas or any part thereof and to specify locations in the Estate for disposal of refuse or garbage by Owners and occupiers of the Units and to collect and remove all such refuse and garbage from such specified locations and also to arrange for disposal of refuse and garbage from the Common Areas and Common Facilities at such regular intervals and to maintain on the Estate refuse collection facilities PROVIDED THAT in the case of refuse the nature or quality or quantity of which shall in the opinion of the Manager require special arrangement or facility for its disposal beyond the normal refuse collection facilities employed by the Manager, the Owner responsible for such refuse shall arrange for its disposal at his own expenses forthwith upon being so demanded by the Manager, failing which the Manager shall have the sole discretion to remove and dispose of such refuse as aforesaid and such Owner shall repay to the Manager the costs and expenses in connection with such removal and disposal;
- (e) to prevent the obstruction of all the Common Areas and to remove and impound at the cost and expense of the defaulting Owner or occupier any article or thing causing the obstruction and to demolish illegal structures and/or extensions;
- (f) to repair and keep in good repair and condition the main structure, the External Walls (but excluding the Signage Area), roof, flat roofs (but excluding any flat roofs forming part of the Units), parapet walls and the fabric of the Estate and the Common Areas;
- (g) to keep all the Common Facilities in good and working order and whenever it shall be necessary or convenient so to do at the Manager's discretion to renew or replace the same and enter into contracts with third parties for the maintenance of any such Common Facilities;
- (h) to keep such of the lavatories, drains and sewers as are in common use and not for the use of any particular Unit in the Estate in good clean and sanitary repair and condition and to renew or replace any parts that may become damaged or defective;
- (i) to prevent as far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Lot and/or the Estate into any part of any road, culverts, sewers, drains, nullahs or Government property and to remove any such matter therefrom and to ensure that no damage is done to any drains, footpaths, sewers, nullahs, pipes, cables, wires, utility services or other works being in under over or adjacent to the Lot and/or the Estate 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;

- (j) to remove any structure, installation, advertisement, signboard or other things on the Lot and/or the Estate which have been erected in contravention of the terms of the Government Lease and/or this Deed and/or without the written permission of the Manager (or if such permission has been given, upon the expiration or withdrawal of the same) and to demand and recover from the person by whom such structure or other thing as aforesaid was erected or installed the cost of such removal and the making good of any damages thereby caused;
- (k) to prevent the Owners from making or suffering to be made any external or structural alterations to any Units or any part thereof of which they are entitled to the exclusive possession or to any external feature of the Units unless such alterations are expressly permitted by the terms hereof;
- (l) to replace any glass in any broken windows or doors or walls of the Common Areas;
- (m) to maintain and keep in good repair and condition all water pumps, tanks, pipes, ducts, sewers, drains, transformer room(s), switch room(s), intercom (if any), emergency generator and security systems (if any), cables and wiring in the Lot and/or the Estate which are for the common use of the occupants of the Lot and/or the Estate;
- (n) to maintain and keep in good repair and condition the lifts, the machine room(s) and meter room(s) in the Estate and to replace any part that may require replacement;
- (o) to prevent any persons from detrimentally altering or injuring the Lot and/or the Estate or any part thereof or any of the equipment apparatus services or facilities thereof;
- (p) to maintain fire separation, fire protection and fire fighting systems, equipment and apparatus upon the Estate and to comply with all requirements of the Fire Services Department and generally to maintain the Estate at all times safe from fire;
- (q) to provide security guards, watchmen, caretakers, porters and such other staff as determined by the Manager at its absolute discretion and to provide and maintain the burglar alarm and security system(s) (if any) and such other security installation and, so far as may be possible, to provide and maintain good security in the Lot and the Estate at all times;
- (r) to install, maintain and operate or contract for the installation, maintenance, operation and/or use of satellite dishes and/or cables (if any), the wireless and/or television aerials, aerial broadcast distribution or telecommunication network facilities and other transmission devices and equipment which serve the Estate PROVIDED THAT any contract for the installation or use of or the provision of the aforesaid facilities or services to be entered into by the Manager shall be subject to the conditions that (i) the term of such contract

will not exceed 3 years; (ii) the right to be granted under such contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and (iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service;

- (s) 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 Lot and/or the Estate for good management and the better enjoyment or use of the Lot and the Estate by its Owners, occupiers and their licensees;
- (t) to appoint a solicitor or other appropriate legal counsel to advise upon any point which arises in connection with the management of the Lot and/or the Estate necessitating professional legal advice and with authority to accept service on behalf of all the Owners for the time being of the Lot and the Estate of all legal proceedings relating to the Lot and/or the Estate its services apparatus and equipment (but not proceedings relating to the rights or obligations of individual Owners) 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 days of being requested so to do by the competent Government officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners whether for the purposes of Order 10 Rule 1 of the Rules of High Court (or any provision amending or in substitution for the same) or otherwise;
- (u) to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or any competent authority or any other person whomsoever in any way touching or concerning the Lot and the Estate as a whole, or its equipment apparatus services or facilities;
- (v) to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects and other professional advisers and consultants, contractors, workmen, servants, agents (including professional property management company), watchmen, caretakers, technical and administrative staff and other building staff and attendants and to commence, conduct, carry on and defend in its own name legal and other proceedings touching or concerning the Lot and the Estate or the management thereof on behalf of all the Owners for the time being;
- (w) to take all steps necessary or expedient for complying with the Government Lease and any statutory or Governmental requirements concerning or relating to the Lot and/or the Estate for which no Owner, tenant or occupier of the Lot and/or the Estate is solely responsible;
- (x) to demand collect and give receipts for all amounts payable by the Owners under the provisions of this Deed;

- (y) to enforce the due observance and performance by the Owners of the terms and conditions of this Deed and those of the Government Lease and to take action in respect of any breach thereof including the commencement conduct and defence of any legal proceedings and the registration and enforcement of charges as hereinafter mentioned;
- (z) unless otherwise directed by the Corporation, to effect and update insurance in respect of the Common Areas and the Common Facilities up to their full new reinstatement value against loss or damages by fire and water and such other risks or perils and to effect and update public, occupier's and employer's liability insurance, such insurance to be in the name of the Manager for and on behalf of itself as manager and the Owners according to their respective interests in the Lot and the Estate and to pay all premia required to keep such insurance policies in force. The parts of the Common Areas and Common Facilities, the risks and perils and the liability to be insured and the amount of insurance cover shall be determined by the Manager at his sole discretion in accordance with good management practice;
- (aa) to keep proper accounts of all expenditure incurred by and of all payments made to the Manager in respect of carrying out its duties hereunder as herein provided;
- (ab) to deal with all enquiries, complaints, reports and correspondence relating to the Estate;
- (ac) to discontinue the provision of management services to Owners who fail to pay fees or to comply with any other provisions under this Deed and to forbid such defaulting Owner, his tenant and licensee the use of the Recreational Areas and the Recreational Facilities until such default is rectified;
- (ad) to recruit and employ such staff as may from time to time be necessary to enable the Manager to comply with its duties hereunder on such terms as the Manager shall in its discretion decide and to provide accommodation, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor;
- (ae) to keep the Recreational Areas and the Recreational Facilities and all ancillary equipment and structures in good repair and condition and properly cleaned and to employ staff to supervise their use, to insure against liability of persons using the same and to make, vary and enforce regulations regarding the persons using the same, the hours of use, maintenance, management and all other matters relating thereto;
- (af) to pay and discharge out of all monies collected from the Owners under Clause (3:05:01) of this Deed all outgoings relating to the management of the Lot and the Estate;
- (ag) to allocate or apportion the salary or remuneration payable to managerial or management staff;

- (ah) to do all such other things as are reasonably incidental to the management of the Lot and the Estate in accordance with the terms and conditions of this Deed and the Government Lease or for the common benefit of the Owners;
- (ai) to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition and carry out any necessary works in respect of the Slope and Retaining Structures (if any) in compliance with the Government Lease and in particular in accordance with the Geoguide 5 - Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Maintenance Manual (if any) and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes, retaining walls and related structures. For this purpose, the Manager shall have the right to demand from the Owners, and the Owners shall be liable to pay, such contributions to the costs lawfully incurred or to be incurred in carrying out such maintenance and repair by way of a lump sum or instalments or otherwise as the Manager shall decide but without prejudice to the Manager's right to apply the general or any parts of the Management Fund referred to in Clause (3:06) as the Manager may deem fit towards payment of the costs or any part thereof PROVIDED THAT the Manager shall not be made personally liable for carrying out any such requirements of the Government Lease 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. For the purpose of this Clause, the Manager shall include any Owners' Committee or the Corporation;
- (aj) to charge a prescribed fee for entry into and/or use of the Recreational Areas and the Recreational Facilities or any part thereof of such amount as the Manager shall in its reasonable discretion deem fit PROVIDED THAT all such prescribed fees collected shall form part of the Management Fund to be utilised towards the management, maintenance and repair of the Residential Common Areas and the Residential Common Facilities;
- (ak) to remove any dogs, cats or other animals from the Lot and the Estate, if in the opinion of the Manager, such animals are causing a nuisance to other Owners or occupiers of the Lot and the Estate;
- (al) to remove any birds or fowls from the Lot and the Estate;
- (am) to provide such Christmas, Chinese New Year, festive and other decorations and to organise such celebrations or activities for the Estate as the Manager shall in its sole discretion consider desirable;
- (an) to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and for such purpose to engage a landscape architect or consultant; and

- (ao) subject to the prior approval of the Owners' Committee, to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Common Facilities, and subject to the additional prior written approval by a resolution of the Owners at an Owners' meeting convened under this Deed to grant licences to other persons to install or affix chimneys, flues, pipes or other structures or facilities on or within the Common Areas, and on such terms and conditions and for such consideration as the Manager shall in its reasonable discretion consider appropriate Subject Always to the provisions of the Government Lease and this Deed PROVIDED THAT all income arising therefrom shall form part of the Management Fund and be dealt with in accordance with the provisions of this Deed and PROVIDED FURTHER THAT the grant of such franchises, leases, tenancy agreements and licences shall not interfere with an Owner's exclusive right to hold, use, occupy and enjoy the part of the Estate which he is entitled or unreasonably impede or restrict the access to and from any such part of the Estate;
- (ap) to impound and/or remove any vehicle parked anywhere on or in the Common Areas not so designated for parking on or in the Visitors' Car Parking Space without the consent of the Manager or which shall cause an obstruction or which is contrary to the provisions of this Deed or the Estate Rules or the owner of which vehicle has defaulted in payment of parking fees and any damage caused to such vehicles during or as a consequence of such impoundment or removal shall be the sole responsibility of the Owner thereof;
- (aq) to grant licence to use the Visitors' Car Parking Space or such parts of the Common Areas designated for parking of vehicles on such terms and conditions and for such consideration as the Manager shall in its reasonable discretion consider appropriate and all monies received shall be held as part of the Special Fund of the Estate and be credited and applied accordingly;
- (ar) to make rules to protect the environment of the Estate and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.
- (as) to implement and/or monitor proper implementation of Fire Safety Management Plan by Owners whose Units contain approved open kitchen design in accordance with the Fire Safety Management Plan and to enter into the relevant Units to take such measures and precautions as may be required to prevent any breach by any Owners in respect of fire safety management in Residential Units.

(3:02:02) Subject to the provisions of the Building Management Ordinance (Cap.344), the procurement of all supplies, goods or services required by the Manager or the Owners' Committee involving an average annual expenditure of more than 20% of the annual budget or amounts in excess of HK\$200,000.00 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, shall be by invitation to tender and the standards and guidelines as may be specified in a Code of Practice referred to in

Section 20A of the Building Management Ordinance (Cap.344) shall apply to the Manager or the Owners' Committee with any appropriate variations.

(3:02:03) Notwithstanding anything herein contained, the Manager shall not (except with the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed) be entitled to effect any improvements to the facilities or services in or on the Lot and/or the Estate which involves expenditure in excess of 10% of the current annual budget referred to in Clause (3:07:01) of this Deed.

(3:02:04) The Manager shall have power from time to time with the approval of the Owners' Committee (if any) or the Corporation (if formed) to make, and amend rules regulating the use occupation and maintenance of the Estate and any of the buildings, structures, facilities, services or amenities thereof and the conduct of persons occupying using or visiting the same but the Estate Rules must not be inconsistent with or contravene this Deed, the Building Management Ordinance (Cap.344) or the terms of the Government Lease and such Estate Rules shall be binding on all of the Owners of the Estate and their tenants, licensees, servants or agents. A copy of the Estate Rules from time to time in force shall be posted on the public notice board in the Estate and a copy thereof shall be supplied to each Owner on request on payment of reasonable copying charges and such charges shall be credited to the Management Fund.

(3:02:05) All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding in all respects on all the Owners for the time being.

(3:02:06) Neither the Manager nor any employees contractors servants agents or other persons employed by the Manager shall 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 Owners or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance of or purported pursuance of the provisions of this Deed not being an act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees contractors servants agents or such other persons employed by the Manager and the Owners shall fully and effectually indemnify the Manager or its employees contractors servants agents or such other persons employed by the Manager from and against all actions, proceedings, claims and demands whatsoever and from all costs and expenses in connection therewith arising directly or indirectly out of or in connection with the management of the Lot and/or the Estate or any act, deed, matter or thing done or omitted as aforesaid not involving criminal liability, dishonesty or negligence on the part of the Manager or its employees contractors servants agents or such other persons employed by the Manager. For the avoidance of doubt, the Manager shall not be liable to the Owners or any of them or to any other person or persons whomsoever whether claiming through, under or in trust for any Owners or otherwise, for or in respect of :-

- (a) any defect in or failure or malfunction of any of the Common Areas and/or the Common Facilities;
- (b) any failure, malfunction or suspension of the supply of water, gas, electricity or other utility services to, from or for the Lot and the Estate;

- (c) fire, flood or the overflow or leakage of water;
- (d) the activity of termites, cockroaches, rats, mice or other pests or vermin; or
- (e) theft or burglary

unless it can be shown that such liabilities were caused by an act or omission of the Manager, its employees, agents or contractors involving criminal liability, dishonesty or negligence. The obligation to pay the Management Fee by the Owner in respect of his Unit shall not cease solely on ground of the happening of any of the aforesaid events.

(3:02:07) The Manager shall have the right with or without workmen :-

- (a) upon reasonable notice (except in case of emergency) to enter upon any part of the Lot or the Estate or any of the Units as may be necessary for the purpose of effecting necessary inspection, maintenance, replacement, cleaning, painting, decoration and repairs to the Estate or any part or parts thereof or the Common Areas and Common Facilities and/or abating any hazard or nuisance which does or may affect the Common Areas or Common Facilities or other Owners and also for the purpose of inspecting replacing repairing cleaning and maintaining any of the water mains and pipes or other apparatus and equipment serving any part of the Lot and/or Estate whether or not the same belong exclusively to any one Unit and, if the water mains and pipes or the apparatus and equipment or the item of repair shall belong exclusively to one Unit, to charge the Owner the cost of repairing and/or replacement PROVIDED THAT the Manager shall cause as little disturbance as possible when carrying out such works and repair at its own costs and expenses any damage caused thereby and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager or its employees contractors servant and agents; and
- (b) to provide within the Common Areas and Common Facilities such fixtures, fittings and furniture and other equipment as it may consider appropriate and to repair, replace and maintain the same and the costs, charges and expenses thereof shall form part of the cost of the management as a whole.

(3:02:08) The Manager, its employees, contractors, servants, agents or other persons employed by the Manager shall not be liable for any interruption in any of the services hereinbefore mentioned by reason of necessary maintenance of any installations, apparatus, equipment, or damage thereto or destruction thereof by fire, water or Act of God or by reason of mechanical or other defect or breakdown or inclement weather conditions or unavoidable shortage of fuel, materials, water, labour or other cause beyond the Manager's control nor for the security or safekeeping of the Lot and the Estate or any persons or contents therein.

(3:02:09) The Manager shall ensure that its servants, agents, contractors or other persons employed or appointed by the Manager remain answerable to the Manager.

(3:03) The Manager's Remuneration

(3:03:01) The Manager's Remuneration (expressed as a monthly amount) shall be the sum equivalent to 10% of the Management Expenses. No variation of the said percentage may be made except with approval by a resolution of Owners at an Owners' meeting convened under this Deed. The Manager's Remuneration shall be paid by the Owners monthly in advance on the first day of every Month by reference to the total budgeted Management Expenses with adjustment to be made at the end of each accounting year when the total Management Expenses are ascertained. For the purpose of calculating the Manager's Remuneration, the Management Expenses shall exclude (i) the Manager's Remuneration itself and (ii) any Capital Expenditure or expenditure drawn out of the Special Funds 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 Funds may be included for calculating the Manager's Remuneration at the aforesaid rate or at such lower rate as the Owners may consider appropriate.

(3:03:02) The Manager's Remuneration shall not be subject to any requirement that the Manager shall disburse from such money to meet expenses in respect of any staff (whether managerial or otherwise), facilities, accountancy services or other professional services, the cost for which shall be a direct charge upon the Management Fund.

(3:04) Management Expenses

(3:04:01) For the purpose of fixing the contributions payable by the Owners, the Manager shall prepare the budgets referred to in Clause (3:07:01) of this Deed.

(3:04:02) The said budgets shall cover all costs expenses and outgoings incurred in relation to the management of the Lot and the Estate including without limiting the generality of the foregoing the following items :-

- (a) Government Rent (before separate assessment of individual Units has been made by the Government) and all sums payable under the Government Lease;
- (b) the cost of carrying out all or any of the duties of the Manager set out in Clause (3:02) of this Deed;
- (c) the cost of purchasing or hiring all necessary plant equipment, apparatus, tools and machinery;
- (d) remuneration and expenses for all management staff, caretakers, security guards, watchmen, cleaners, attendants, gardeners and such other staff as may be required for the proper management of the Lot and the Estate;
- (e) all reasonable professional fees and costs incurred by the Manager including :-
 - (i) fees and costs of surveyors, rating surveyors, valuers, architects, engineers and others employed in connection with the management, maintenance and improvement of the Lot and the Estate;

- (ii) solicitors and other legal fees and costs; and
 - (iii) fees and costs of any accountants, auditors and/or any other consultants employed in connection with the accounts or the Manager's statements as hereinafter referred to;
- (f) all water, gas, electricity, telephone and other service charges for or in connection with the Lot and the Estate as a whole and not being in respect of the use of or consumption in any particular Unit or other area (if any) enjoyed exclusively by one Owner;
 - (g) the cost of all fuel and oil incurred in connection with the operation of the plant, equipment and machinery provided by the Manager for the benefit of the Lot and the Estate and the Owners thereof commonly;
 - (h) the cost of providing emergency generators (if any) and the cost of providing emergency lighting of the Lot and the Estate;
 - (i) the cost of effecting insurance in respect of public liability, occupier's liability, employer's liability, employees' compensation and fire and other perils in respect of the Common Areas and Common Facilities and structures, equipment and utensils intended for common use;
 - (j) all charges, assessments, impositions and other outgoings payable by the Owners in respect of all parts of the Common Areas;
 - (k) the cost of postage, stationery, printing and other sundry items incurred by the Manager in connection with the management of the Lot and the Estate;
 - (l) the cost of maintaining in good order and repair all Common Areas, Common Facilities and any other facilities related to the provision of services within the Lot and the Estate;
 - (m) any other expenditures which are necessary for the good building management of the Common Areas and Common Facilities;
 - (n) auditor's fees;
 - (o) secretarial and accounting charges in connection with the management of the Lot and the Estate;
 - (p) salaries and bonuses (if any) of administrative and clerical staff employed by the Manager for the administration and management of the Lot and the Estate or such proportionate part thereof which are provided by the head office of the Manager for the Estate as well as any other lands, estates and buildings;
 - (q) the cost of operating, managing and keeping in good clean repair and condition the Recreational Facilities including the general expenditure for cost of staff and (if applicable) water charges, lighting and air-conditioning;

- (r) the cost for cultivation, irrigation and maintenance of the lawns, planters and landscaped areas on the Common Areas;
- (s) the cost of engaging suitable qualified personnel to inspect keep and maintain in good substantial repair and condition the Slope and Retaining Structures (if any) in compliance with the Government Lease and in accordance with the Maintenance Manual and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures; and
- (t) the cost incurred in connection with the monitoring and implementation of the Fire Safety Management Plan.

(3:05) Payment of Management Expenses and Enforcement Provisions

- (3:05:01) (a) The Owners of each of the Units shall pay to the Manager monthly in advance the Management Fee in proportion to the management shares as set out in the Second Schedule hereto PROVIDED THAT no Owner shall be called upon to pay more than his appropriate share of the Management Expenses as stated in the following :-
- (i) where any expenditure relates to or is for the benefit of the Lot and the Estate (but does not relate solely to or is not solely for the benefit of any Unit, Residential Tower Common Areas, Residential Tower Common Facilities, Carpark Tower Common Areas, Carpark Tower Common Facilities, Residential Common Areas, Residential Common Facilities, Commercial Common Areas, Commercial Common Facilities, Carpark Common Areas or Carpark Common Facilities), the Estate Common Areas and/or the Estate Common Facilities the full amount of such expenditure shall be apportioned between all the Owners of the Estate in proportion to the number of management shares held by them;
 - (ii) where any expenditure relates solely to or is solely for the benefit of the Residential Units in the Estate (but does not relate solely to or is not solely for the benefit of any particular Residential Unit), the Residential Common Areas and/or the Residential Common Facilities the full amount of such expenditure shall be apportioned between the Owners of the Residential Units in proportion to the number of management shares held by them;
 - (iii) where any expenditure relates solely to or is solely for the benefit of the Car Parking Spaces (but does not relate solely to or is not solely for the benefit of any particular Car Parking Space), the Car Parking Space Common Areas and/or the Carpark Common Facilities the full amount of such expenditure

shall be borne by the Owners of the Car Parking Spaces in proportion to the number of management shares held by them;

- (iv) where any expenditure relates solely to or is solely for the benefit of the Commercial Units (but does not relate solely to or is not solely for the benefit of any particular Commercial Unit), the Commercial Common Areas and/or the Commercial Common Facilities the full amount of such expenditure shall be borne by the Owners of the Commercial Units in proportion to the number of management shares held by them;
 - (v) where any expenditure relates solely to or is solely for the benefit of the Residential Tower Common Areas and/or the Residential Tower Common Facilities the full amount of such expenditure shall be apportioned between the Owners of the Residential Units, the Commercial Units and the Signage Area in proportion to the number of management shares held by them;
 - (vi) where any expenditure relates solely to or is solely for the benefit of the Carpark Tower Common Areas and/or the Carpark Tower Common Facilities the full amount of such expenditure shall be apportioned between the Owners of the Residential Units and the Car Parking Spaces in proportion to the number of management shares held by them; and
 - (vii) where any expenditure relates solely to or is solely for the benefit of a Unit, the full amount of such expenditure shall be borne by the Owner of such Unit.
- (b) If the total contribution receivable as aforesaid by the Manager shall be insufficient to meet the Management Expenses and the Manager's Remuneration for any reason whatsoever, any shortfall, whether incurred or to be incurred over and above the said budgeted sum, shall be carried forward to and recouped by adjusting the annual budget and the Management Fee for the next accounting year PROVIDED ALWAYS THAT the Manager may, at its discretion from time to time, demand from the Owner of each Unit on giving not less than one month's prior notice in writing the additional monthly contribution payable by each Owner save that in exceptional circumstances such additional contribution may be recovered by special contribution in one lump sum as the Manager shall in its absolute discretion deem fit to meet the shortfall in Management Expenses and the Manager's Remuneration.
- (c) If there should be any surplus in the total amount of additional contributions from the Owners as aforesaid after payment of all the cost charge and expenses then such surplus shall be held by the Manager and be deposited in a bank account and shall only be applied

by the Manager in or towards payment of future Management Expenses as the Manager shall decide.

PROVIDED THAT where in the Manager's opinion any expenditure has been incurred solely for the benefit of an Owner or group of Owners the Manager may charge that expenditure directly to that Owner or those Owners in such proportion as it may determine.

(3:05:02) The Manager shall from time to time notify each Owner in writing in the manner hereinafter mentioned of the amount of the monthly Management Fee estimated as aforesaid and such amount shall be payable by each Owner monthly in advance from the date specified in the relevant notice, the initial monthly Management Fee being payable from and exclusive of the date of the assignment in their favour as the Owners.

(3:05:03) The Management Fee shall be subject to adjustment from time to time according to the costs of providing the above services estimated herein Provided no adjustment shall affect the proportion of contribution in respect of each Unit as mentioned in Clause (3:05:01)(a). Notice of such adjustment shall be given by the Manager in writing at least one month prior to such adjustment.

(3:05:04) (a) Except where the First Owner has made payments in accordance with Clause (3:05:04)(e) of this Deed, each Owner (being the assignee from the First Owner) shall immediately upon his becoming an Owner pay to the Manager a sum equivalent to three months' Management Fee for each Unit owned by him which shall be a non-refundable but transferable deposit by way of security against the liabilities for the observance and performance by the Owner of the covenants terms and conditions contained in this Deed. In the event of any increase in the Owner's monthly Management Fee, the Owner shall forthwith pay to the Manager a further sum to the intent that the deposit shall be made up to a sum equivalent to three months' Management Fee. The deposit shall not be used by an Owner to set off against any contribution payable by him under this Deed. Notwithstanding the foregoing (and without prejudice to the rights of the Manager generally under this Deed) the Manager shall have the right to set off the deposit against any sums payable by an Owner under this Deed; the Manager shall be under no obligation to exercise such right of set off and, in any proceedings by the Manager against an Owner in respect of a payment default, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of such default. If the Manager has exercised its right of set-off under this Clause, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to three months' Management Fee for the Unit which he owns.

(b) Except where the First Owner has made payments in accordance with Clause (3:05:04)(e) of this Deed, each Owner (being the assignee from the First Owner) shall immediately upon his becoming an Owner pay

to the Manager a sum equivalent to two months' Management Fees for each Unit owned by him payable in accordance with the budget for the first year which shall be the Management Fee payable in advance for the first two months.

- (c) Except where the First Owner has made payments in accordance with Clause (3:05:04)(e) of this Deed, each Owner (being the assignee from the First Owner) of Residential Unit or Commercial Unit in the Estate shall immediately upon his becoming an Owner pay to the Manager such non-refundable and non-transferable sum equivalent to one month's Management Fee for each Residential Unit or Commercial Unit owned by him payable in accordance with the budget for the first year which shall be the debris removal charge. Any surplus debris removal charge not used for collection or removal of debris shall be credited to the Residential Special Fund as referred to in Clause (3:05:04)(d)(i)(2).
- (d) (i) There shall be established and maintained by the Manager :-
- (1) an Estate Special Fund for the purpose of meeting Capital Expenditure in respect of Estate Common Areas and the Estate Common Facilities, the contribution of which will be made by all the Owners as provided in Clause (3:05:04)(d)(ii) of this Deed;
 - (2) a Residential Special Fund for the purposes of meeting Capital Expenditure in respect of the Residential Common Areas and the Residential Common Facilities, the contribution of which shall be made by all the Owners of the Residential Units in the Estate as provided in Clause (3:05:04)(d)(ii) of this Deed;
 - (3) a Carpark Special Fund for the purposes of meeting Capital Expenditure in respect of the Carpark Common Areas and the Carpark Common Facilities, the contribution of which shall be made by all the Owners of the Car Parking Spaces as provided in Clause (3:05:04)(d)(ii) of this Deed;
 - (4) a Commercial Special Fund for the purposes of meeting Capital Expenditure in respect of the Commercial Common Areas and the Commercial Common Facilities, the contribution of which shall be made by all the Owners of the Commercial Units as provided in Clause (3:05:04)(d)(ii) of this Deed;
 - (5) a Residential Tower Special Fund for the purposes of meeting Capital Expenditure in respect of the Residential Tower Common Areas and the Residential

Tower Common Facilities, the contribution of which shall be made by all the Owners of the Residential Units, the Commercial Units and the Signage Area as provided in Clause (3:05:04)(d)(ii) of this Deed;

- (6) a Carpark Tower Special Fund for the purposes of meeting Capital Expenditure in respect of the Carpark Tower Common Areas and the Carpark Tower Common Facilities, the contribution of which shall be made by all the Owners of the Residential Units and the Car Parking Spaces as provided in Clause (3:05:04)(d)(ii) of this Deed.
- (ii) Except where the First Owner has made payments in accordance with Clause (3:05:04)(e) of this Deed, each Owner (being the assignee from the First Owner) shall immediately upon his becoming an Owner pay to the Manager a sum equivalent to two months' Management Fee for each Unit owned by him as the Owner's contribution to the relevant Special Funds which contribution shall be non-refundable and non-transferable and shall only be used or expended by the Manager for costs, charges and expenses for Capital Expenditure. The Special Funds shall be established and maintained by the Manager to provide for Capital Expenditure, which includes, but is not limited to, expenses for the renovation, improvement and repair of the Common Areas and the Common Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Common Areas and the Common Facilities and the costs of the relevant investigation works and professional services. The Special Funds shall be trust funds held and managed by the Manager as trustee for all Owners and all sums therein shall be the property of the Owners. All monies received for the Special Funds shall be deposited by the Manager with a bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) in an interest-bearing account(s) designated for the purposes of the Special Funds. Special reference shall be made to such Special Funds in the annual accounts and an estimate shall be given as to the time of any likely need to draw on such Special Funds. Except in a situation considered by the Manager to be an emergency, money must not be paid out of the Special Funds unless it is for a purpose approved by the Owners' Committee. The Manager must not use the Special Funds for the payment of any outstanding Management Expenses arising from or in connection with the day-to-day management of the Estate. The amount of contribution by each Owner to the Special Fund may be varied by the Owners at a meeting of the Owners convened under this Deed.

- (e) Notwithstanding anything herein contained, if the First Owner remains the Owner of those Undivided Shares allocated to any Unit which remain unsold three months after the execution of this Deed, the First Owner shall pay to the Manager such sums as provided in Clauses (3:05:04)(a), (c) and (d) of this Deed. All outgoings including Management Fee and any Government rent up to and inclusive of the date of assignment of such Unit by the First Owner shall be paid by the First Owner. An Owner shall not be required to make any payment or reimburse the First Owner for the aforesaid outgoings.
- (f) Each Owner (being the assignee from the First Owner) shall immediately upon his becoming an Owner reimburse and pay to the First Owner a due proportion of the non-refundable but transferable deposits of public utilities for the Common Areas and the Common Facilities which have been paid by the First Owner to the relevant utilities companies.

For the purpose of this Clause (3:05:04), a Unit shall be considered as remaining unsold where no agreement for sale and purchase or assignment has been entered into between the First Owner and a prospective purchaser in respect of such Unit.

(3:05:05) In addition to the Management Fee and the contribution to the Special Funds, each Owner shall pay to the Manager on demand in respect of each Unit of which he is the Owner a share in the same proportions in which he contributes towards the Management Fee the cost of all major repairs, replacements, renovation and all other costs and expenses incurred in respect of the management of the Lot and the Estate as a whole their equipment, apparatus and services or the Estate Common Areas and the Estate Common Facilities or the Residential Tower Common Areas and the Residential Tower Common Facilities or the Carpark Tower Common Areas and the Carpark Tower Common Facilities or the Residential Common Areas and the Residential Common Facilities or the Commercial Common Areas and the Commercial Common Facilities or the Carpark Common Areas and the Carpark Common Facilities (as the case may be) in respect of which such Owner is liable to pay his proportionate share of the Management Expenses which may otherwise become payable by the Owners collectively under the terms of this Deed to the extent that the same are not covered by the Management Fee and the Special Funds. Each Owner covenants with the other Owners that he shall pay to the Manager on demand further periodic contributions to the Special Funds PROVIDED THAT the amount to be contributed in each accounting year and the time when those contributions will be payable will be determined by a resolution of Owners at an Owners' meeting convened under this Deed.

(3:05:06) If any Owner shall fail to pay any amount payable hereunder within 30 days of the date on which the demand is made as aforesaid, he shall further pay to the Manager :-

- (a) interest thereon calculated at the rate as determined by the Manager but not exceeding 2% per annum over the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on the outstanding amount due from the Owner for the period during which it remains unpaid;

- (b) a collection charge as determined by the Manager but not exceeding 10% of the amount due (other than legal costs of proceedings as hereinafter mentioned); and
- (c) all legal costs (on a solicitor and own client basis) incurred in or in connection with recovering the amount due.

(3:05:07) All amounts which become payable by any Owner in accordance with the provisions of this Deed together with interest thereon as aforesaid and the said collection charge and all legal costs and all other expenses incurred in or in connection with recovering or attempting to recover the same shall be recoverable by civil action at the suit of the Manager (and the claim in any such action may include a claim for the solicitor and own client costs of the Manager in such action 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 or agents for and on behalf of all the Owners of the Lot and the Estate (other than the defaulting Owner) as a whole and no Owner being sued under the provisions of this Deed shall raise or 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.

(3:05:08) In the event of any Owner failing to pay any sum due and payable by him in accordance with the provision of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within 30 days of the date on which the same became payable, the amount thereof together with interest as aforesaid and the said collection charge and all such legal costs and expenses which may be incurred in recovering or attempting to recover the same including the costs referred to in Clause (3:05:07) of this Deed shall stand charged on the Undivided Share(s) and the Unit(s) of the defaulting Owner and the Manager shall be entitled without prejudice to any other remedy hereunder to register a Memorial of such charge in the Land Registry against the Undivided Share(s) and the Unit(s) of the defaulting Owner. Such charge shall remain valid and enforceable as hereinafter mentioned notwithstanding that judgment has been obtained for the amount thereof unless and until such judgment and the aforesaid sums have been satisfied.

(3:05:09) Any charge registered in accordance with Clause (3:05:08) of this Deed shall be enforceable as an equitable charge by action at the suit of the Manager for an order for sale of the Undivided Share(s) of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the Unit(s) held therewith and the provisions of Clause (3:05:07) of this Deed shall apply equally to any such action. Any such equitable charge shall rank in priority to any legal or equitable charge given or made by the Owner in respect of such Undivided Share(s) and the Unit(s) held therewith notwithstanding that such other charge shall have been created and registered prior to such equitable charge.

(3:05:10) The Manager shall further have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner, and any person occupying any Unit, of the covenants conditions and provisions of this Deed and of recovering damages for the breach non-observance or non-performance thereof. The provisions of Clauses (3:05:07), (3:05:08) and (3:05:09) of this Deed shall apply to all such proceedings and to the recovery of any costs, damages or other moneys awarded therein.

(3:05:11) Damages recovered in any such proceedings and the amounts recovered shall be held by the Manager who shall apply the same towards rectifying the default (if any) to which they relate and any surplus thereof together with all interest on amount unpaid and collection charge shall be credited to the relevant Special Fund held for the particular part of the Estate of which there has been default in payment.

(3:05:12) Notwithstanding the powers conferred on the Manager by this Deed, any one or more Owners shall be entitled to take action to enforce the provisions of this Deed and, if at any time no Manager is appointed or acting hereunder or any Manager so appointed or acting refuses or fails to enforce any of the provisions of this Deed, any one or more Owners appointed by resolution passed in a meeting of Owners shall be entitled to sue any defaulting Owner on behalf of himself or themselves and all other Owners and the provisions of Clause (3:05:07), (3:05:08) and (3:05:09) of this Deed shall apply mutatis mutandis to any action or proceedings brought by such Owner or Owners and to the recovery of any costs, damages or other moneys awarded therein.

(3:06) Management Fund

(3:06:01) All Management Fund collected by the Manager in the exercise of its powers and duties hereunder shall be held and deemed to be held by the Manager as trustee for and on behalf of all the Owners and unless otherwise authorized by the Owners or the Owners' Committee or the Corporation (if formed) must be paid by the Manager into a specially designated interest bearing account in respect of the Lot and the Estate at a licensed bank PROVIDED THAT the Manager may retain a reasonable amount to cover day-to-day expenditure; such amount to be approved from time to time by the Owners or the Owners' Committee or the Corporation (if formed).

(3:06:02) Where any consent is required from the Manager by any Owner pursuant to the terms of this Deed, such consent shall not be unreasonably withheld and the Manager shall not charge any fee other than a reasonable administrative fee for processing and issuing such consent and such fee as consideration for the granting of such consent shall be credited to the relevant Special Fund held for the particular part of the Estate of which the Unit of the Owner seeking the consent forms part.

(3:06:03) Any person ceasing to be the Owner of any Undivided Share(s) shall in respect of the Undivided Share(s) of which he ceases to be the Owner thereupon cease to have any interest in the funds held by the Manager (including but not limited to any deposit and his contribution to the Special Funds payable under Clause (3:05:04) of this Deed) to the intent that all such funds shall be held and applied for the management of the Lot and the Estate irrespective of changes in ownership of the Undivided Share(s) therein PROVIDED THAT any deposit paid by any such Owners or the balance thereof and still held by the Manager may be transferred into the name of the new Owner of such Undivided Share(s) upon the express written request of the outgoing Owner And PROVIDED FURTHER THAT upon the Lot reverting to the Government and no renewal or regrant thereof being obtainable or upon the rights and obligations hereunder being extinguished any balance of the deposit, Special Fund and Management Fund, or in the case of extinguishment of rights and obligations as aforesaid, an appropriate part of the Special Funds and Management Fund, shall be divided proportionately between the Owners of the Undivided Shares in accordance with the

proportion of the management shares held by the Owners 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 the same proportion.

(3:07) Preparation of Budget, Management Records and Accounts

(3:07:01) For the purpose of fixing the Management Fee and other monies payable by the Owners, the Manager shall prepare an annual budget showing the estimated Management Expenses and Manager's Remuneration for the ensuing accounting year (as defined in Clause (3:07:02) of this Deed) excluding items which are the responsibility of and payable by individual Owners directly; such budgets except the first one shall be prepared in consultation with the Owners or the Owners' Committee or the Corporation (if formed).

(3:07:02) The first accounting year for the purpose of management of the Lot and the Estate shall commence from this Deed and shall terminate on the 31st day of December in the same year PROVIDED THAT if the duration of the first accounting year shall be less than SIX Months then the first accounting year shall extend to and end on the 31st day of December of the next succeeding year and thereafter the accounting year shall commence on the 1st day of January of that year and shall terminate on the 31st day of December in the same year PROVIDED ALWAYS THAT the Manager may only, except with the prior approval of the Owners' Committee or the Corporation (if formed), change the accounting year once in every five years.

(3:07:03) The Manager shall prepare and keep true and proper accounts of all monies received in the exercise of its powers and duties hereunder and all expenditures thereof and shall keep separate management accounts and budgets for the whole of the Lot and the Estate and the different parts thereof as referred to in Clause (3:05:01)(a) of this Deed. The Manager shall further produce all such accounts for inspection and taking copies thereof by the Owners on reasonable notice being given and on payment of reasonable copying charges which shall be credited to the Management Fund.

(3:07:04) Within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period and display a copy of the summary and balance sheet in a prominent place in the Estate, and cause it to remain so displayed for at least 7 consecutive days.

(3:07:05) Within 2 months after the close of each accounting year the Manager shall prepare annual accounts and balance sheet in respect of the preceding accounting year which accounts will be certified by auditors as providing an accurate summary of all items of income and expenditure during that preceding accounting year. The Manager shall display a copy of the annual accounts and balance sheet in a prominent place in the Estate, and cause it to remain so displayed for at least 7 consecutive days.

(3:07:06) (a) The Manager shall appoint an auditor to audit the accounts and records of the Manager concerning the management of the Lot and the Estate and to certify the annual accounts as hereinbefore provided. The Manager may revoke the appointment of such firm and appoint another

firm in its place at any time with the prior approval of the Owners' Committee or the Corporation (if formed).

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

(3:07:07) (a) Within a reasonable time before the close of each accounting year the Manager shall prepare budgets for the ensuing accounting year which budgets shall include all sums which in the opinion of the Manager will be necessary to meet the Management Expenses for the then current accounting year and shall include an amount for contingencies. Such budgets except the first one shall be prepared in consultation with the Owners or the Owners' Committee or the Corporation (if formed).

- (b) In the event that the Manager is of the opinion that any of the budgeted sums for the then current accounting year are insufficient to cover all expenditure which falls to be included in that budget it may prepare a revised budget or budgets in consultation with the Owners or the Owners' Committee or the Corporation (if formed).

(3:07:08) The Manager shall send to the Owners' Committee or the Corporation (if formed) a copy of such of the annual accounts, annual budgets, revised budgets or monthly accounts after the same shall have been prepared as herein provided and display the same in a prominent place in the Estate, and cause it to remain so displayed for at least 7 consecutive days.

(3:07:09) The Manager shall invite each of the Owners to send their comments on any of the accounts prepared pursuant to Clause (3:07:07) of this Deed within a period of 14 days from the date the said accounts were sent to the Owners' Committee or the Corporation (if formed).

(3:07:10) Upon resignation or termination of service of any Manager, the outgoing Manager shall within the time prescribed by the Building Management Ordinance (Cap.344) hand over to the Owners or the Owners' Committee or the Corporation (if formed) all documents, records, plans and management accounts relating to the Lot and the Estate and other documents required by the Building Management Ordinance (Cap.344) and the management accounts shall be audited by an independent auditor. The Owners or the Owners' Committee or the Corporation (if formed) shall have the right to choose such independent auditor.

(4) **OWNERS' COMMITTEE**

(4:01) As soon as practicable and in any event not later than nine Months from the date of this Deed, the Manager shall convene the first general meeting of all Owners (and to call further and subsequent meetings if required) for the purpose of electing the members and the chairman of the first Owners' Committee or appointing a management committee for the

purpose of forming the Corporation. The functions of the Owners' Committee shall include but not limited to the following :-

- (a) representing the Owners in all dealings with the Manager;
 - (b) giving to and receiving from the Manager notices on behalf of the Owners;
 - (c) undertaking such other duties as the Manager may, with the Owners' Committee's approval, delegate to the Owners' Committee; and
 - (d) exercising all other powers and duties conferred on the Owners' Committee by virtue of this Deed and the Estate Rules.
- (4:02) (a) The Owners' Committee shall consist of 9 members elected by secret ballot by the Owners for the time being entitled to the exclusive use occupation and enjoyment of the Lot and/or the Estate or part thereof.
- (b) The members of the Owners' Committee shall be made up of :-
- (i) 6 members as representatives of the Residential Units in the Estate;
 - (ii) 1 member as representative of the Car Parking Spaces;
 - (iii) 1 member as representative of the Commercial Units; and
 - (iv) 1 member as representative of the Signage Area.
- (c) The quorum for the conduct of business at any meeting of the Owners' Committee shall be 5 members and any resolution passed thereat shall be by a simple majority of those members present and voting at such meeting. The members elected shall elect among themselves a Chairman of the Owners' Committee ("the Chairman") who shall hold office until the next annual general meeting. At a meeting of the Owners' Committee, each member present shall have one vote on a question before the Owners' Committee and if there is an equality of votes the Chairman shall have, in addition to a deliberate vote, a casting vote.
- (4:03) A member of the Owners' Committee shall cease to hold office if :-
- (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 annual general meeting 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.

In any of the events provided for in Clause (4:03) the Owners' Committee shall have the right to fill the casual vacancy thereby created.

(4:04) The following persons shall be eligible for membership of the Owners' Committee :-

- (a) any Owner and, in the event of an Owner being a corporate body, any representative appointed by such corporate Owner. The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time on notice in writing being given to the Owners' Committee.
- (b) the husband or wife of any Owner or any adult member of the family of any Owner duly authorized by the Owner PROVIDED THAT such husband wife or adult member of the family resides in the Residential Unit of such Owner in the Lot and/or the Estate.

(4:05) The Owners' Committee shall meet at such times as occasion shall require.

(5) **MEETINGS OF THE OWNERS**

(5:01) In addition to the first Owners' general meeting as mentioned in Clause (4:01) of this Deed, from time to time as occasion may require there shall be meetings of the Owners for the time being to discuss and decide matters concerning the Lot and/or the Estate as hereinafter mentioned and in regard to such meetings the following provisions shall apply :-

- (a) One such meeting to be known as the annual meeting shall be held, in so far as is practicable, once in each calendar year commencing with the year following the first Owners' general meeting mentioned in Clause (4:01) of this Deed for the purpose of electing the members of the Owners' Committee and transacting any other business of which due notice is given in the notice convening the meeting.
- (b) No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business.
- (c) The Chairman shall cause a record to be kept of the persons present at the meeting and the proceedings thereof.
- (d) The procedure at a meeting of Owners shall be determined by the Owners.
- (e) Subject to Clauses (3:01:01), (3:01:02) and (6:10), resolutions shall be passed by a simple majority vote of those Owners present in person or by proxy at the meeting and voting in proportion to the number of Undivided Shares held.
- (f) Subject to Clauses (3:01:01), (3:01:02) and (6:10), any resolution on any matter concerning the Lot and the Estate passed at a duly convened meeting by a simple majority vote of the Owners present in person or by proxy and voting

shall be binding on all the Owners entitled to attend and vote at such meeting
PROVIDED THAT :-

- (i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matters;
 - (ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid; and
 - (iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent herewith save as herein specifically provided.
- (g) The accidental omission to give notice as aforesaid to any Owner shall not invalidate the proceedings at any meeting or any resolution passed thereat.
- (h) In no circumstances shall more than one vote be cast in respect of each Undivided Share.
- (i) An Owner who has failed to pay the Management Fee or other sum or sums as herein contained shall not be allowed to be present in person or by proxy or vote at any meeting.

(5:02) Notwithstanding anything herein contained, the Manager or the Corporation or other person holding Undivided Shares relating to the Common Areas and Common Facilities as trustee for all the Owners pursuant to the provisions of the Government Lease or this Deed shall not be entitled to exercise any right of voting conferred on an Owner in respect of such Undivided Shares at any meeting whether under the provisions of this Deed, the Building Management Ordinance (Cap.344) or otherwise and shall not be liable to contribute to the Management Expenses and Manager's Remuneration under this Deed in respect of such Undivided Shares. Such Undivided Shares shall not be taken into account for the purpose of calculating the quorum of any meeting of the Owners or the percentage of Undivided Shares under Clauses (3:01:01), (3:01:02) and (6:10).

(6) **MISCELLANEOUS**

(6:01) Subject to Clause (6:02) of this Deed, no person shall after ceasing to be an Owner of any Undivided Shares be liable for any debts, liabilities or obligations under the covenants, terms and conditions of this Deed in respect of such Undivided Shares and/or the part of the Lot and/or the Estate held therewith save and except in respect of any breach non-observance or non-performance by such person of any such covenant or term or condition prior to his ceasing to be the Owner thereof.

(6:02) Each Owner shall on ceasing to be the Owner of any Undivided Shares notify the Manager of such cessation and of the name and address of the new Owner and notwithstanding the provisions of Clause (6:01) of this Deed and without prejudice to the liability of the new Owner, each such Owner shall remain liable for all sums payable in

accordance with the provision of this Deed and for the observance and performance of the terms and conditions hereof up to the date on which such notice is received by the Manager.

(6:03) All non-resident Owners shall provide the Manager with an address within Hong Kong for accepting service of process and notice under the terms of this Deed.

(6:04) All notices or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by pre-paid post to or left at the last known address (if any) of such Owner notified to the Manager or if a copy is left at or sent to the Unit of which the party to be served is the Owner notwithstanding that such party is not personally occupying the same.

(6:05) Where notices or service of process are to be given or effected to an Owner who is a mortgagee such notice or service shall be served or effected 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 or service of process required to be given to the Manager shall be properly served if sent to the registered office of the Manager or left at the Manager's office in the Estate.

(6:06) Nothing herein shall prejudice the operation of the Building Management Ordinance (Cap.344) and the Schedules thereto or be in breach of the Government Lease and to the extent that any provisions contained herein shall be in conflict with either the said Ordinance or the Government Lease, the said Ordinance or the Government Lease (as the case may be) shall prevail.

(6:07) Within one month of the date of this Deed, the First Owner shall at its own cost provide direct translation in Chinese of this Deed and shall deposit a copy of this Deed and the Chinese translation in the management office for inspection by all Owners free of costs and for taking of copies by the Owners at the Owners' expense and upon payment of a reasonable charge. All charges received shall be credited to the Estate Special Fund. In the event of any dispute as to the effect of the Chinese translation and the English document, the English version is to prevail.

(6:08) The Manager shall make available for inspection by the Owners during normal office hours free of costs and charges the copies of the plans showing all the Common Areas and additional Common Areas (certified as to their accuracy by or on behalf of the relevant Authorized Person) attached to this Deed at the Manager's office in the Estate.

(6:09) The covenants and provisions of this Deed shall be binding on the First Owner and the Second Owner and their respective executors administrators successors in title and assigns and the benefit and burden of the covenants herein mentioned shall be annexed to every part of the Lot and the Estate and each Unit and shall run with the land and the interest therein of the First Owner and the Second Owner and the Conveyancing and Property Ordinance (Cap.219) shall apply to these presents.

(6:10) In the event of any part of the Estate being so damaged by fire, typhoon, earthquake, subsidence or other causes so as to render the same substantially unfit for habitation or use or occupation, the Owners of not less than 75% of the Undivided Shares of such damaged part (excluding the Undivided Shares allocated to the Common Areas and the Common Facilities)

may convene a meeting of the Owners of such part of the Estate and such meeting may resolve on whether or not to rebuild or reinstate the damaged part of the Estate by a resolution of not less than 75% of the Owners present at the meeting and in the event of voting that by reason of insufficiency of insurance money or changes in building law and/or regulations or any other circumstances whatsoever, it is not practicable to reinstate or rebuild such part of the Estate then in such event the Undivided Shares in and of such part of the Estate shall be acquired by the Manager and the Owners of such Undivided Shares shall in such event be obliged to assign the same and all rights and appurtenances thereto to the Manager upon trust to forthwith dispose of the same by public auction or private treaty and to distribute the net proceeds of sale amongst the Owners of such Undivided Shares in proportion to the respective number of Undivided Shares previously held by such Owners. All insurance money received in respect of any policy of insurance on such part of the Estate shall likewise be distributed amongst such Owners PROVIDED ALWAYS THAT if it is resolved to reinstate or rebuild such part of the Estate the Owners of such part of the Estate shall pay the excess of the cost of reinstatement or rebuilding of the relevant part of the Estate damaged as aforesaid over and above the proceeds recoverable from the insurance of such part of the Estate in proportion to the respective number of Undivided Shares held by them and that until such payment the same will become a charge upon their respective Undivided Shares allocated to the relevant part of the Estate and be recoverable as a civil debt. The resolution passed in such meeting in the manner as aforesaid shall bind upon all the Owners of such damaged part of the Estate.

(6:11) All the provisions of Schedules 7 and 8 to the Building Management Ordinance (Cap.344) shall be incorporated in and form part of this Deed and such other provisions impliedly incorporated by the Building Management Ordinance (Cap.344) shall apply to this Deed and shall prevail over any inconsistent provisions in this Deed.

(6:12) The Manager may appoint or employ agents, contractors or sub-managers (including professional property management companies) to carry out various aspects of the management works or management works in respect of certain area(s) of the Estate but shall not transfer or assign his duties or obligations under this Deed to any of those persons. The Manager shall at all times remain responsible for the management and control of the Lot and the Estate (including any part thereof) and any provision in this Deed which takes away or reduces such responsibility shall be invalid but without prejudice to the enforceability of other provisions which are not in breach of or in conflict with this Clause.

(6:13) The First Owner shall deposit a full set of the Maintenance Manual (if any) in the management office within one month of the date of this Deed. The Manager shall make available for inspection by the Owners the Maintenance Manual (if any) free of charge and taking copies upon payment of a reasonable charge. All charges received as aforesaid shall be credited to the Estate Special Fund.

(6:14) Each Owner (including the First Owner) and the Manager covenant with each other that they will comply with the terms and conditions of the Government Lease so long as such Owner and the Manager remain as an Owner or (as the case may be) the Manager of the Estate.

(6:15) (a) The First Owner shall compile for the reference of the Owners and the Manager a maintenance manual for the Works and Installations (“the Works Manual”) setting out the following details :

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

(b) The First Owner shall deposit a full copy of the Works Manual in the management office within one month of the date of this Deed for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge all of which shall be credited to the Estate Special Fund.

(c) The Owners shall at their own expense inspect, maintain and carry out all necessary works for the maintenance of the Estate and their own Units including the Works and Installations.

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

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

(f) The Manager shall deposit the revised Works Manual in the management office within one month from the date of its preparation for inspection by all Owners free of charge and taking copies at their own expense and on payment of a reasonable charge all of which shall be credited to the Estate Special Fund.

(6:16) The location of the green and innovative features of the Estate being exempted from the calculation of gross floor area by the Building Authority is for the purpose of identification only shown on the plans (certified as to their accuracy by or on behalf of the relevant Authorized Person) hereto annexed and thereon coloured Pink and marked “BAL”, “U.P.”, “W.C.”, “W.L.” and “P.F.”.

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

THE FIRST SCHEDULE ABOVE REFERRED TO
UNDIVIDED SHARES ALLOCATION

Residential Tower

Residential Units

Floor	Flat	No. of Undivided Shares allocated to each Residential Unit	Sub-Total
6/F	A * ^ <	875	
	B *	326	
	C *	334	
	D *	371	
	E * <	699	
29/F	A * ^ # <	887	
	B * #	332	
	C * #	360	
	D * #	395	
	E * # <	714	
7/F – 27/F, 30/F – 35/F (13/F, 14/F, 24/F, 34/F omitted) (total 23 storeys)	A ^ # <	885	
	B ^ #	332	
	C ^ #	360	
	D ^ #	395	
	E ^ # <	715	
36/F – 47/F (44/F omitted) (total 11 storeys)	A ^ # <	886	
	B ^ #	330	
	C ^ #	363	
	D ^ #	396	
	E ^ # <	713	
48/F	A * ^ # <	1,012	
	B * ^	673	
	C * ^ # <	828	
49/F – 52/F (total 4 storeys)	A ^ # <	1,009	
	B ^ #	697	
	C ^ # <	821	
53/F & 55/F (54/F omitted)	A (Duplex) >	2,126	
	B (Duplex) >	1,763	113,172

Commercial
Units

Floor	Shop	No. of Undivided Shares allocated to each Commercial Unit	Sub-Total
Ground	1	1,146	1,680
	2	534	

Signage Area

10

Carpark Tower

Car Parking
Spaces

Floor	Car Parking Space No./ Motor Cycle Parking Space No.	No. of Undivided Shares allocated to each Car Parking Space	Sub-Total
Ground	Motor Cycle Parking Space Nos. M1, M2, M3 and M4	12	
Mezzanine	Car Parking Space Nos.P1, P2, P3, P4, P6, P7, P8, P9, P10 and P11	63	
Mezzanine	Car Parking Space (Disabled) No.P5	88	
1/F	Car Parking Space Nos.P1, P2, P3, P4, P6, P7, P8, P9, P10 and P11	63	
1/F	Car Parking Space (Disabled) No.P5	88	
2/F	Car Parking Space Nos.P1, P2, P3, P5, P6, P7, P8, P9 and P10	63	2,051

Common Areas and Common Facilities

Total :

600

117,513

Note:

1. * Residential Unit with Flat Roof(s) appertaining thereto.
2. ^ Residential Unit with A/C platform(s) appertaining thereto.

3. # Residential Unit with Balcony appertaining thereto.
4. < Residential Unit with Utility Platform appertaining thereto.
5. > Residential Unit (Duplex) with Flat Roofs, swimming pool and filtration plant room appertaining thereto.

THE SECOND SCHEDULE ABOVE REFERRED TO

MANAGEMENT SHARES ALLOCATION

Residential Tower

Residential Units

Floor	Flat	No. of Management Shares allocated to each Residential Unit	Sub-Total
6/F	A * ^ <	875	
	B *	326	
	C *	334	
	D *	371	
	E * <	699	
29/F	A * ^ # <	887	
	B * #	332	
	C * #	360	
	D * #	395	
	E * # <	714	
7/F – 27/F, 30/F – 35/F (13/F, 14/F, 24/F, 34/F omitted) (total 23 storeys)	A ^ # <	885	
	B ^ #	332	
	C ^ #	360	
	D ^ #	395	
	E ^ # <	715	
36/F – 47/F (44/F omitted) (total 11 storeys)	A ^ # <	886	
	B ^ #	330	
	C ^ #	363	
	D ^ #	396	
	E ^ # <	713	
48/F	A * ^ # <	1,012	
	B * ^	673	
	C * ^ # <	828	
49/F – 52/F (total 4 storeys)	A ^ # <	1,009	
	B ^ #	697	
	C ^ # <	821	
53/F & 55/F (54/F omitted)	A (Duplex) >	2,126	
	B (Duplex) >	1,763	113,172

Commercial
Units

Floor	Shop	No. of Management Shares allocated to each Commercial Unit	Sub-Total
Ground	1	1,146	1,680
	2	534	

Signage Area

10

Carpark Tower

Car Parking
Spaces

Floor	Car Parking Space No./ Motor Cycle Parking Space No.	No. of Management Shares allocated to each Car Parking Space	Sub-Total
Ground	Motor Cycle Parking Space Nos. M1, M2, M3 and M4	12	
Mezzanine	Car Parking Space Nos.P1, P2, P3, P4, P6, P7, P8, P9, P10 and P11	63	
Mezzanine	Car Parking Space (Disabled) No.P5	88	
1/F	Car Parking Space Nos.P1, P2, P3, P4, P6, P7, P8, P9, P10 and P11	63	
1/F	Car Parking Space (Disabled) No.P5	88	
2/F	Car Parking Space Nos.P1, P2, P3, P5, P6, P7, P8, P9 and P10	63	2,051

Total :

116,913

Note:

1. * Residential Unit with Flat Roof(s) appertaining thereto.
2. ^ Residential Unit with A/C platform(s) appertaining thereto.
3. # Residential Unit with Balcony appertaining thereto.

4. < Residential Unit with Utility Platform appertaining thereto.
5. > Residential Unit (Duplex) with Flat Roofs, swimming pool and filtration plant room appertaining thereto.

THE THIRD SCHEDULE ABOVE REFERRED TO
EASEMENTS, RESERVATIONS, RIGHTS, PRIVILEGES AND OBLIGATIONS

(1) Each Owner shall hold the Unit to the use of which he is entitled hereunder, subject to and with the benefit of the following rights privileges and obligations PROVIDED THAT all such easements rights and privileges shall be held and enjoyed subject to the provisions of this Deed and the Estate Rules made hereunder and subject to the rights of the First Owner and the Manager provided in this Deed and also to the payment by the Owner of his due proportion of the Manager's Remuneration Management Expenses and other monies payable by him hereunder :-

- (a) Full right and liberty (but subject always to the rights of the Manager hereunder) for the Owner, his servants, agents and licensees (in common with all other persons having the like right and subject to the right of way in favour of the other persons over the Right of Way Areas as referred to in paragraph (2)(c) of this Schedule) :-
- (i) of a Unit to go pass and repass only over and along the Estate Common Areas for all purposes connected with the proper use and enjoyment of his Unit and to use the Estate Common Facilities subject as aforesaid;
 - (ii) of a Residential Unit to go pass and repass over and along the Residential Common Areas, the Residential Tower Common Areas and the Carpark Tower Common Areas for all purposes connected with the proper use and enjoyment of his Residential Unit and to use the Residential Common Facilities, the Residential Tower Common Facilities and the Carpark Tower Common Facilities subject as aforesaid;
 - (iii) of a Residential Unit to go pass and repass over and along such parts of the Carpark Common Areas and use the Carpark Common Facilities as necessary for access to and from and all purposes connected with the proper use and enjoyment of the Visitors' Car Parking Space subject as aforesaid;
 - (iv) of a Car Parking Space to go pass and repass over and along the Carpark Common Areas and the Carpark Tower Common Areas for all purposes connected with the proper use and enjoyment of his Car Parking Space and to use the Carpark Common Facilities and the Carpark Tower Common Facilities subject as aforesaid;
 - (v) of a Commercial Unit to go pass and repass over and along the Commercial Common Areas and the Residential Tower Common Areas for all purposes connected with the proper use and enjoyment of his Commercial Unit and to use the Commercial Common Facilities and the Residential Tower Common Facilities subject as aforesaid And

- (vi) of the Signage Area to go pass and repass over and along and to use the Estate Common Areas, the Estate Common Facilities, the Residential Tower Common Areas and the Residential Tower Common Facilities for all purposes connected with the proper use and enjoyment of the Signage Area subject as aforesaid.
- (b) Full right to subjacent and lateral support and shelter from other portions of the Estate and subject to such rights for such other portions.
- (c) The free and uninterrupted passage and running of water, sewages, gas, telecommunications and electricity from and to the Unit(s) owned by the Owner through the sewers, drains, water-courses, cables, pipes and wires which now are or may at any time hereafter be in under or passing through the Lot and/or the Estate for the proper use and enjoyment of the Unit(s) owned by the Owner but subject always to the rights of the Manager hereunder PROVIDED THAT the public utilities supplied by the public utilities companies shall not be interrupted.
- (d) The right for the Owner or occupier for the time being with or without servants, workmen and others at all reasonable times on written notice (except in case of emergency) to enter into and upon the other Units for the purposes of carrying out any work necessary for the maintenance and repair of his Unit or the parapet wall or its services (such work not being the responsibility of the Manager hereunder) causing as little disturbance as possible and making good any damage caused thereby.
- (e) The right for the Owner, its employees, agents, licensees and tenants (in common with all others having the like right) to pass over the flat roofs which form part of the Units or roofs or refuge floor for the purposes of escape in case of fire.
- (f) (As far as the Owners of the Residential Units in the Estate are concerned) full right and liberty (in common with all other persons having the like right) to use the Residential Common Areas, the Residential Tower Common Areas, the Carpark Tower Common Areas, the Residential Common Facilities, the Residential Tower Common Facilities and the Carpark Tower Common Facilities subject as aforesaid.
- (g) (As far as the Owners of the Car Parking Spaces are concerned) full right and liberty (in common with all other persons having the like right) to use the Carpark Common Areas, the Carpark Tower Common Areas, the Carpark Common Facilities and the Carpark Tower Common Facilities subject as aforesaid.
- (h) (As far as the Owners of the Commercial Units are concerned) full right and liberty (in common with all other persons having the like right) to use the Commercial Common Areas, the Residential Tower Common Areas, the Commercial Common Facilities and the Residential Tower Common Facilities subject as aforesaid.

- (i) Full right and liberty (in common with all other persons having the like right) to use the Estate Common Areas and the Estate Common Facilities subject to any Estate Rules as may be imposed from time to time by the Manager.

(j) The right for the Owner(s) of the Signage Area, their servants, agents, licensees and tenants together with contractors and workmen and tools, equipments, plant and materials at all reasonable times on prior reasonable notice (except in case of emergency) to enter upon the flat roofs on the Roof of the Residential Tower which form parts of the duplexes on 53rd Floor and 55th Floor of the Residential Tower as they may reasonably require for the purposes of carrying out inspection, installation, repair, maintenance, replacement, renewal and/or removal works (as the case may be) of the Signage Area or any part thereof and/or the signs, logos, posters and/or any other structures or facilities at the Signage Area or any part thereof Provided That the Owner(s) of the Signage Area, their servants, agents, licensees and tenants shall cause as little disturbance as is possible and make good any damage caused when exercising the aforesaid right.

(2) Easements rights and privileges subject to which the Undivided Shares of and in the Lot and the Estate and the exclusive right to hold use occupy and enjoy each Unit is held :-

- (a) Full right and privilege for the Manager with or without agents surveyors workmen and others at all reasonable time, on reasonable notice (except in case of emergency), to enter into and upon each Unit for the purposes of inspecting, examining, repairing, maintaining, cleaning, renewing, replacing, reinstating, repainting or decorating any part of the Estate or any services therein or any other apparatus and equipment used or installed for the benefit of the Lot and/or the Estate or any of them or any part thereof as part of the amenities thereof and not by any individual Owner for his own purposes or enjoyment and/or abating any hazard or nuisance which does or may affect the Common Areas and the Common Facilities or other Owners or any Unit in respect of which the Owner shall be in default of its obligations to repair or maintain or for the exercise and carrying out of any of the Manager's powers and duties under the provisions of this Deed and PROVIDED THAT the Manager shall repair at its own costs and expenses any damage caused thereby and the Manager shall be liable for the negligent, wilful or criminal acts of the Manager and its agents surveyors workmen contractors and other persons duly authorized by the Manager.
- (b) Easements rights and privileges over along and through each Unit equivalent to those set forth in paragraphs (1)(b) to (1)(e) of this Schedule.
- (c) Full right and liberty of the owners and occupiers for the time being of the other parts or portions of Inland Lot No.905 and their tenants servants visitors workmen and other persons authorized by them to go pass and repass over through along and upon the Right of Way Areas.
- (d) The right for the Manager, its servants, agents, contractors and persons duly authorized on prior reasonable notice (except in case of emergency) to gain access to and enter upon any flat roof or roof forming part or parts of any Unit or Units and to remain there 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 the Common Facilities in or upon such flat roof or roof or to which access is gained via such flat roof or roof and, on a temporary basis, to erect, place or store on any such flat roof or roof any gondola, scaffolding or other plant, equipment or materials necessary for the purpose of any aforesaid works for so long as such works are being carried on.

- (e) The rights for the Manager with or without surveyors worker and others to carry out all necessary works for the temporary closure of the Right of Way Areas and/or any opening in the building or buildings erected on the Lot so as to enable the smooth connection of pedestrian passageway to the buildings.

PROVIDED ALWAYS THAT the Manager shall have full right and authority to control and manage the Common Areas and the Common Facilities.

(3) Notwithstanding any terms contained herein to the contrary, there is excepted and reserved and/or (as the case may be) granted unto the First Owner its successors and assigns (which expression shall for the purpose of this Clause exclude the Second Owner) at all times hereafter during the residue of the term of years created by the Government Lease subject to and with the benefit of this Deed and the Government Lease, the right to the exclusive use occupation and enjoyment of the Estate save and except the Unit assigned to the Second Owner and the Common Areas and Common Facilities or such areas intended or designated and declared for common use.

THE FOURTH SCHEDULE ABOVE REFERRED TO
COVENANTS, PROVISIONS AND RESTRICTIONS TO BE OBSERVED
AND PERFORMED BY THE OWNERS

- (1) Every assignment of an Undivided Share in the Lot and the Estate and/or an Unit shall contain an express covenant by the Purchaser thereof to notify the Manager of any change of ownership within one month from the date of the assignment. The previous Owner shall remain liable for his proportion of the Manager's Remuneration and Management Expenses until such time as the previous Owner shall cease to be an Owner of his Unit or until the Manager shall have received such notice whichever shall be the later. If the previous Owner shall fail to pay such Manager's Remuneration and Management Expenses, without prejudice to the previous Owner's liability for payment thereof, the new Owner shall be liable to pay the same. In the event of any deficit to be collected by the Manager is announced, the Owner for the time being shall be responsible for payment of the deficit notwithstanding that the deficit is not incurred during his period of ownership of his Unit.
- (2) Each Owner shall promptly pay and discharge all existing and future taxes, rates, assessments and outgoings of every kind and description for the time being assessed or payable in respect of that part of the Lot and/or the Estate owned by him and shall indemnify the other Owners from and against all liability therefor.
- (3) Each Owner shall pay to the Manager on the due date his due proportion of the Manager's Remuneration and the Management Expenses payable by such Owner as herein provided.
- (4) (a) None of the Owners nor the Manager shall make any structural alteration or addition to any part of the Unit or the Estate which may damage or affect or interfere with the rights of the other Owners of any other part or parts of the Lot and/or the Estate whether or not in separate or common occupation. Notwithstanding anything herein contained, nothing herein contained shall prevent any of the Owners from taking any legal action against another Owner to enforce paragraph 4(a) of this Schedule.
- (b) None of the Owners shall cut, injure, damage, alter or interfere with any part or parts of the Common Areas or any of the Common Facilities or any equipment or apparatus or installations on in or upon the Lot and/or the Estate (whether or not such equipment apparatus or installations are concealed, built in walls floors or ceilings, or pass through the Unit(s) or Common Areas) not being equipment or apparatus or installations for the exclusive use and benefit of any such Owner.
- (c) No Owner (including the First Owner) shall have the right to convert any of the Common Areas to his own use or for his own benefit unless the approval of the Owners' Committee has been obtained. Any payment received for the approval as aforesaid shall be credited to the Special Fund.
- (d) Subject to paragraph 4(e) of this Schedule, no Owner (including the First Owner) will have the right to convert or designate any of his own areas (that is areas to which he is entitled to exclusive use, occupation or enjoyment) as

Common Areas unless approved by a resolution of Owners at an Owners' meeting convened under this Deed. No Owner (including the First Owner) and no Manager will have the right to re-convert or re-designate the Common Areas to his or its own use or benefit save as otherwise provided for when an area in question was so converted or designated.

- (e) Notwithstanding paragraph 4(d) of this Schedule and any other terms in this Deed, an Owner may convert or designate any of his own areas as Common Areas for the common use or benefit of some but not all the Owners; and in that event, only the approval of such Owners ("**affected Owners**") will be required PROVIDED THAT no expenses for the maintenance or management of such Common Areas shall be borne or paid by any other Owners who do not share in the common use or benefit thereof. The affected Owners may not re-convert or re-designate any such Common Areas to the own use or benefit of one or more of them unless it is so provided for when the area in question was so converted or designated.

(5) Each Owner shall comply with the terms and conditions of the Government Lease so long as such Owner owns any interest in the Lot and/or the Estate and no Owner will permit or suffer to be done any act or thing in contravention of the terms and conditions of the Government Lease or the Occupation Permit or whereby any insurance on the Estate or any part thereof may become void and voidable or whereby the premiums for any such insurance may be increased and in the event of any breach of this provision 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 and in the event of the Estate or any part thereof being damaged or destroyed by fire at any time and the insurance under any insurance against fire affected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of any Owner then such Owner shall forthwith pay to the other Owners the whole or (as the case may require) a fair proportion of the costs of rebuilding or reinstating the same.

(6) No Owner shall at any time exercise or attempt to exercise any statutory or common law right to partition the Lot and/or the Estate or any Unit or any part or parts thereof Provided this provision shall not be construed as precluding the installation of any physical partition in or on the Lot and/or the Estate or part(s) thereof with the approval of the relevant Government department(s).

(7) No Owner shall do or permit or suffer to be done and each Owner will take all possible steps to prevent his tenants, occupiers or licensees from doing any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the management and the maintenance of the Lot and the Estate or contravention of the provisions of this Deed.

- (8) (a) Each Owner shall in such manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of the other Units, at his sole expense repair maintain and keep in good repair and condition the Unit of which he is the owner its equipment apparatus services and facilities and shall when necessary replace any part or parts there which require replacement. The

equipment apparatus services and facilities which require such maintenance, repair or replacement shall include the following provided within the Unit :-

- (i) Water Supply: (Potable and flushing water installation from, and including, the principal branch stop cocks to all facilities serving the Unit. This shall include storage tanks, pipework control valves, water heaters, taps and sanitary facilities).
 - (ii) Gas: (The gas internal pipings and installation from the outlet side of the meter and including appliances).
 - (iii) Electrical: (All electrical wiring, appliances and equipment serving the Unit only. If so required the Owner shall repair or replace any wiring or equipment if so required by the Electricity Supply Ordinance (Cap.103) or any Orders in Council or Regulations made thereunder).
 - (iv) Air-conditioning Equipment: (Air-conditioning plant (if any), equipment, ductwork and associated controls serving the Unit exclusively as installed in the Unit and/or the Common Areas).
 - (v) Drainage Installations: (Waste pipes and sewage waste drainage, and including connections to the main drainage stacks up to and including connections with sanitary appliances including baths, basins, showers, bidets and sinks).
 - (vi) Fire Fighting and Protection Installations (for those Units with open kitchen design): smoke detector, fire alarm, sprinkler systems, sprinkler heads, automatic fire detection devices.
- (b) The expenses for keeping the interior of each Unit and all the fittings, fixtures, wiring (including security wiring (if any) which is connected to the security system of the Estate), plumbing and other services therein and all the windows and doors thereof, in good and tenantable repair and condition as aforesaid shall be borne directly by the Owner thereof.

(9) No Owner shall use or permit or suffer the Unit owned by him to be used for any illegal or immoral purpose nor will 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 or occupiers for the time being.

(10) No Owner shall use or permit or suffer any part of the Estate owned by him to be used except in accordance with any applicable Building Regulations or any Ordinances and Regulations or other permit, consent or requirement from time to time applicable thereto.

(11) No part of the Common Areas shall be obstructed or incumbered save with the licence of the Manager nor shall any refuse or other matter or things be placed or left thereon and no Owner will do or suffer or permit to be done anything in such Common Areas as may be or become a nuisance to any other Owners or occupiers of the Estate.

(12) The refuse disposal areas (if any) shall be used only in the manner prescribed by the Manager and subject to the Estate Rules (if any) covering the same.

(13) No Owner shall be entitled to connect any installation to any aerial (if any) installed by the Manager except with the permission of the Manager and in accordance with any Estate Rules relating to the same. In addition, no Owner shall affix or install any aerial on the exterior of his Unit without the prior written consent of the Manager and the Manager shall be entitled in its absolute discretion to give or to refuse consent.

(14) Save as otherwise provided in this Deed, no Owner shall affix or install any illegal structures, chimneys, neon signs, or signs of any kind on the roof, flat roof, Non-enclosed Areas, air-conditioning platform, Common Areas of the Estate or External Walls of his Unit or any part of the Unit or on any other part of the Lot and/or the Estate without the consent in writing of the Manager and no Owner of a Residential Unit shall affix any advertisement or signs of any kind whether inside or outside his Residential Unit which is/are visible from the outside of his Residential Unit or will alter or affect the original design of his Residential Unit.

(15) Save as otherwise provided in this Deed, no Owner shall paint, change or alter or replace with material different from that already provided to the Non-enclosed Areas, flat roof, air-conditioning platform, parapet wall, parapet glass/balustrade of the Non-enclosed Areas or flat roof or the outside of any part of the Estate or the outside of any part of any Unit or erect any forecourt entrance gate or fences or do or permit to be done any act or thing which may be or will alter the facade or external appearance or original design of the Estate and/or any Unit including the carrying out of any internal decoration or alteration works which affect the facade or external appearance or original design of any Unit without the prior consent in writing of the Manager.

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

(17) All Owners shall at all times observe and perform and shall ensure that his tenants, licensees, agents or servants shall at all times observe and perform all the covenants, conditions and provisions of this Deed and the Estate Rules (if any).

(18) Each Owner may at his own expense install in the Unit owned by him such additions, improvements, lights, fixtures, fittings and decoration and remove the same PROVIDED HOWEVER THAT no such installation or removal shall cause any structural damage or interfere with the enjoyment of any part of the Lot and/or the Estate.

(19) No clothing or laundry shall be hung outside the Unit or on any roof, flat roof or Non-enclosed Areas or air-conditioning platform or any part thereof (other than in the spaces specifically provided therefor) or in the Common Areas.

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

(21) All Residential Units in the Estate must be used for residential purposes only. All Commercial Units must be used for commercial purposes only. No Unit shall under any circumstances be used or permitted or suffered to be used for the purpose of a dancing hall, boarding house, guest house, hotel, apartment house (or any form of commercial letting or occupancy in bed spaces or cubicles), bath house, funeral parlour, coffin shop, temple, Buddhist or any other religious hall, or for the performance of the ceremony known as "Ta Chai (打齋)" or any other religious ceremonies or for any obnoxious purposes SAVE AND EXCEPT that the First Owner may use any Units owned by him as show flats for such period or periods as it shall in its discretion consider appropriate.

(22) No Owner shall affix or install onto the External Walls or through the windows of his Unit(s) any air-conditioners other than at the air-conditioning hoods (if any) or air-conditioning platform already provided or at such places designated for such purposes without the prior written consent of the Manager and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Lot and/or the Estate.

(23) No part of the Common Areas shall be obstructed or incumbered nor shall any refuse, matter or other thing be placed thereon nor shall any part of such Common Areas be used for any business or private purpose and no Owner shall do or permit or suffer to be done anything in such Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Lot and/or the Estate. If and whenever any article or things shall be placed or left by any Owner on or in any part of the Common Areas, then the Manager or its agents servants caretakers or cleaners of the Estate shall have the right without giving any prior notice to the defaulting Owner to remove such article or thing from such part of the Common Areas to another place or places as the Manager shall think fit and all costs and expenses incurred by the Manager for such removal shall be reimbursed upon demand to the Manager by the defaulting Owner and the defaulting Owner shall not claim against the Manager or its agents, servants, caretakers or cleaners for any loss or damage to such article or thing due to such removal.

(24) No Owner shall store or permit to be stored in any Unit any hazardous, dangerous or combustible goods or materials except such as may be reasonably required for the purpose of domestic cooking and heating in the Residential Units of the Estate or in quantities consistent with the nature of the trade or business of an Owner or occupier of a Commercial Unit.

(25) Each Owner shall be responsible for the removal of garbage and refuse from his Unit(s) to such locations in the Lot and/or the Estate as shall be specified by the Manager from time to time and to use only the type of refuse containers as is specified by such Manager from time to time. The Owner and the occupier shall ensure that all refuse containers shall be fully sealed at all times.

(26) No Owners shall be entitled to use the services of caretakers and/or watchman or other staff of the Manager for his own private business or other business save as herein provided.

(27) Each Owner of the Units shall be responsible for and shall indemnify the Manager and all other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of the act or negligence of such Owner or any occupier of any Unit owned by him or any person using such Unit with his consent express or implied for the breach or

non-compliance of the Owner's obligations hereunder or by or through or in any way owing to the defective condition thereof or the overflow of water therefrom.

(28) Each Owner of the Unit shall be responsible to the other Owners for the time being for the acts and omissions of all persons occupying with his consent express or implied any part or parts of the Units owned by him for the breach or non-compliance of the Owner's obligations hereunder and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by such acts, neglect or default of any such person. In the case of loss or damage which the Manager is responsible to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as herein provided and in the case of loss or damage suffered by other Owners or occupiers of any part of the Lot and/or the Estate for which the Manager is not responsible to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

(29) The Owners shall at their own costs and expenses maintain in good substantial repair and condition and carry out all works in respect of the Slope and Retaining Structures (if any) and in particular in accordance with the Geoguide 5 - Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Maintenance Manual (if any) and all guidelines issued from time to time by the appropriate Government department regarding the maintenance of slopes, retaining walls and related structures.

(30) The Recreational Areas and the Recreational Facilities shall only be used and enjoyed for recreational purposes by the Owners and residents of the Residential Units in the Estate and their bona fide guests and visitors subject to payment of the prescribed fee charged by the Manager and all Owners shall observe and perform all regulations or rules made by the Manager in connection with the Recreational Areas and Recreational Facilities (if any) when using or visiting such Recreational Areas and Recreational Facilities.

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

(32) No Owner shall make any alteration to the sprinkler system or any other fire fighting and protection installations of the Units and the Estate or any part thereof or suffer to be done anything to such sprinkler system or fire fighting and protection installations which would constitute a breach of the laws, bye-laws or regulations of the Fire Services Department or other department concerned.

(33) The installation of and repair to the electrical wiring from the switch rooms or meter rooms in the Estate to any Unit shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of the Owner or Owners thereof and in such manner as the Manager shall in its absolute discretion think fit.

(34) Any installation, alteration or repair works which may pass through the Common Areas or affect the Common Facilities shall, subject to the prior written approval of the Manager, be carried out by the Manager or any contractor appointed or approved by the

Manager at the expense of the Owner or Owners requiring such works and in such manner as the Manager shall in its absolute discretion think fit.

(35) No Owner shall have the right to enter into, alter, repair, connect to or in any other way interfere with or affect the working of the Common Facilities without the previous written consent of the Manager. Except as provided herein, the Common Areas and the Common Facilities shall at all times be under the exclusive management and control of the Manager who shall have full and unrestricted power to regulate and control the reasonable use thereof by the Owners and occupiers.

(36) No Owner shall allow any noxious dangerous poisonous or objectionable effluent to be discharged into the pipes drains or sewers and each Owner shall take all such measures as may be necessary to ensure that any effluent so discharged will not be corrosive or otherwise harmful to the pipes drains or sewers or cause obstruction or deposit therein and no Owner shall do or suffer or permit to be done anything whereby the flushing or drainage system of the Estate may be clogged or the efficient working thereof may be impaired.

(37) No Owner shall erect affix install or attach or permit or suffer to be erected affixed installed or attached to in or on or at the door or doors or entrance or entrances of any Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services Department or other competent authority concerned from time to time in force and such metal grille or shutter or gate shall be of such design and material as shall be approved by the Manager.

(38) No Owner shall place or suffer to be placed on any floor of the Estate or any part thereof any goods articles or thing which may exceed or cause to be exceeded the maximum floor loading capacity thereof and in the event of breach of this covenant the Owner shall make good any damage caused thereby to the Unit or any other part of the Estate or any fixtures and fittings therein PROVIDED THAT the making good of such damage as aforesaid shall be without prejudice to any further right available to the Manager by virtue of such breach.

(39) No Owner shall bring on to or keep or harbour any dogs, cats, pets, livestock, live poultry, fowls, birds or animals on any part of the Estate PROVIDED THAT (a) dogs, cats or other animals may be kept in a Residential Unit as pets unless the same has been the cause of reasonable complaint by at least 2 Owners or occupiers of any part of the Estate, (b) trained guide dogs on leash for the blind may be brought into any part of the Estate whilst guiding any person with disability in vision.

(40) The Owner or Owners of any Residential Unit in the Estate with flat roof and/or the Non-enclosed Areas adjoining thereto or held therewith shall :-

- (a) not cause or permit the erection on his part of the flat roof and/or Non-enclosed Areas thereof or any part thereof of any structures of any kind whether of a permanent or temporary nature which contravenes the provisions of the Buildings Ordinance and all other Ordinance and not cause or permit the flat roof and/or the Non-enclosed Areas to be enclosed above parapet height and not cause or permit the roof and/or flat roof and/or the Non-enclosed Areas to be partitioned either in whole or in part; and

- (b) not use nor permit to be used his part of the flat roof and/or the Non-enclosed Areas thereof in any manner so as to cause nuisance or annoyance to the co-owners or occupiers of other Units and shall be responsible for maintaining and keeping his part of the flat roof and/or the Non-enclosed Areas thereof in good repair and condition.

The Manager shall have the right to enter and remove from the flat roof or the Non-enclosed Areas such unauthorized structures at the cost and expense of the defaulting Owner.

(41) The Owners of the flat roofs forming part of their Units shall permit all Owners and all occupiers or visitors of the Estate to enter upon the flat roofs in the event of fire or other emergency.

(42) The Owners of the flat roofs forming part of their Units shall not put install or otherwise place any article upon the said flat roofs thereby obstructing the free and uninterrupted access to or through such flat roofs by the Manager and/or other Owners for the purpose of exercising their respective rights and/or carrying out of the Manager powers and duties under this Deed.

(43) The Car Parking Spaces shall not be used for any purpose other than for the parking of private motor vehicles (as the case may be) licensed under the Road Traffic Ordinance subject to any Estate Rules as may be imposed from time to time by the Manager.

(44) The Owner or Owners of any Unit with flat roof adjoining thereto or held therewith shall on receipt of prior reasonable notice (except in case of emergency) allow the Manager, its servants, agents, contractors and persons duly authorized with or without appliances to enter into any flat roof forming part of any Unit or Units and to remain there for such period as may be necessary for the purpose of implementing Fire Safety Management Plan or of inspecting, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and the Common Facilities in or upon such Units or flat roof or to which access can only be reasonably gained via such Units or flat roof and, on a temporary basis, to erect, place or store on any such flat roof any scaffolding or other plant, equipment or material necessary for the purpose of any aforesaid works for so long as such works are being carried on.

(45) The Owner or Owners of any Residential Unit with open kitchen shall at his or their 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 ensure his tenants and other occupiers of his Residential Unit to observe and comply with the same.

(46) The Visitors' Car Parking Space shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the bona fide guests, visitors or invitees of the residents of the Residential Units and subject to payment of such fees which shall be credited to the Management Fund and to any Estate Rules as may be imposed from time to time by the Manager.

(47) Notwithstanding paragraphs (14) and (15) of this Schedule and any other terms in this Deed, the Owner of the Signage Area or any part thereof and his servants, agents, licensees, tenants and lawful occupants shall have the exclusive right (without the consent in writing of the Manager) to use the Signage Area for advertising purposes and for such purposes to display, install, erect, affix or permit to be displayed, installed, erected or affixed thereon and thereto, logos, posters and other advertising signs or structures whatsoever (whether illuminated or not) and with the right to remove, repair, maintain, service or replace the same subject to the prior approval or consent having been obtained from the relevant Government authorities or department if such approval or consent is required and subject also to compliance with all applicable Building Regulations or any ordinances, legislations and regulations or other permit, consent or requirement from time to time applicable thereto PROVIDED always that the Owner of the Signage Area shall be responsible for and at his own cost and expense keep and maintain in good condition those parts of the External Walls on or to which such logos, posters and other advertising signs or structures shall so be displayed, installed, erected or affixed and shall be responsible for and shall indemnify the Manager and all other Owners from all loss, damages, actions, proceedings, claims, demands, costs and expenses arising directly or indirectly from the display, installation, erection, affixing, use or removal of any logos, posters and other advertising signs or structure by him or any defect therein or the non-repair thereof.

THE FIFTH SCHEDULE ABOVE REFERRED TO

“Works and Installations”

1. Structural elements;
2. External Wall finishes and roofing materials;
3. Plumbing system;
4. Drainage system;
5. Fire services installations and equipment;
6. Electrical installation system;
7. Car lifts and passenger lifts;
8. Gas supply system;
9. Window system and installations;
10. Fire safety elements;
11. Central air-conditioning system;
12. Gondola track and gondola system;
13. Filtration plant system for swimming pool at 5th Floor of Carpark Tower;
14. Video doorphone system;
15. Greenery;
16. Ground paving system at the Right of Way Area;
17. Extra low voltage installations and equipments;
18. Architectural features projecting from External Walls of Carpark Tower and Residential Tower;
19. Curtain walls for duplexes on 53/F and 55/F of Residential Tower; and
20. Filtration plant systems for swimming pools of duplexes on 53/F and 55/F of Residential Tower.

THE SIXTH SCHEDULE ABOVE REFERRED TO

“Fire Safety Management Plan”

(copy annexed)

The Composite Building at
At Nos. 150-162 Belcher's Street
& Nos. 1-9 Kwan Yick Street
Hong Kong

Fire Safety Management Plan

Prepared by
Building Management Company

Issue 1
March 2012

**WRITTEN BY WSP HONG KONG LIMITED ON BEHALF OF THE BUILDING
MANAGEMENT COMPANY**

Issue/revision	Draft	Issue			
Remarks	For comment	For submission			
Date	29 February 2012	02 March 2012			
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Authorised by	Michael Tang	Michael Tang			
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1 Introduction

1.1 GENERAL

The Fire Safety Management Plan ("the Plan") is an elaboration on the fire safety strategy for the Proposed Residential Building at Nos. 150-162 Belcher's Street & Nos. 1-9 Kwan Yick Street, Hong Kong, prepared in accordance with the Code of Practice for Fire Safety in Buildings 2011.

For day-to-day operation of the building, a structured and organized fire safety management plan is necessary to ensure all aspects related to its evacuation will be implemented and exercised regularly and competently. The plan shall be implemented in parallel with effective management which is fundamental to achieve fire safety. Without effective management, parts or all components of the fire protection systems could be rendered ineffective.

The fire safety management plan is intended to ensure all provisions made for fire safety of the flat with open kitchen is kept in good working condition.

The fire safety management plan should be brought to the attention of the Building Management Company and her fire safety management staff.

The plan is divided into five sections: introduction, general information, maintenance plan, training plan and fire action plan.

The maintenance plan states daily operation actions focuses on aspects of inspection, maintenance and housekeeping to ensure compliance with the necessary fire safety requirement.

The training plan outlines regular staff and occupant training programmes.

The fire action plan states procedures to be taken in case of a fire incident includes an emergency evacuation plan, the fire safety actions to be carried out by the fire safety management staff and the evacuation procedures for occupants evacuating.

The Plan is a 'live' document, which requires periodic review. All aspects, recommendations and procedures of the fire safety strategy should be reassessed on a regular basis. Any modifications / changes in use and operation of any area of the building should be subject to FSD approval.

1.2 LEGAL EFFECTS OF THIS DOCUMENT

The Plan requires legal action by the Building Management Company (BMC) and its associated staff members to ensure necessary fire safety action and precautionary measures as mentioned in this document is fully implemented. Full cooperation between the management staff members and the occupants or anyone within the building is required to ensure the plan is implemented smoothly.

1.3 READERSHIP

The following parties or individuals should read and understand the procedures listed in this document:-

- Building management staff and fire safety management staff who will work for the building.
- Architects, building services engineers, contractors and other building professionals who involve in any alteration/renovation/repair/maintenance work, which may affect the established fire safety management and evacuation operation.
- Government officers who will involve in fire safety and will be in charge of the scene should emergency situation arise. The Plan shall be made available at the watchmen's counter of the building at all times.

2 General Information

2.1 BUILDING DESCRIPTION

The proposed residential building at Nos. 150-162 Belcher's Street & Nos. 1-9 Kwan Yick Street, Hong Kong, has 48 storeys above ground floors. The major use of the building is residential. Flats B, C and D from 6/F to 47/F (13/F, 14/F, 24/F, 34/F & 44/F are omitted and 28/F is the refuge floor) within the building have adopted open kitchen design which comply with the Code of Practice for Fire Safety in Buildings 2011.

The use of each floor are summarized in Table 1

Table 1: The uses of each floor

	Floor	Use
Podium zone	G/F	Entrance lobby, shops and carpark
	UG/F – 2/F	Carpark, club house and plant rooms
	3/F	Club house, M&E
	5/F	Covered landscape area and swimming pool
Residential zone	6/F – 27/F (Without 13/F, 14/F & 24/F)	Residential
	28/F	Refuge floor
	29/F – 47/F (Without 34/F & 44/F)	Residential
	48/F – 52/F	Residential
	53/F – 55/F (Without 54/F)	Residential

The podium zone consists of six floors. Two shops are provided at G/F. The shop has direct escape routes to open air area. Thirty-two private car parking spaces, four motor cycle parking spaces, and two loading / unloading parking spaces are provided in G/F to 2/F car park area. Club house, swimming pool and covered landscape area are provided at 3/F and 5/F.

The residential zone includes the residential floors and refuge floor. Two staircases are provided from the residential zone to G/F.

The numbers of flats on each residential floor are listed in Table 2.

Table 2: The numbers of flats on each residential floor

Floor	Number of Flats on each floor
6/F – 27/F (Without 13/F, 14/F & 24/F)	5 flats (Flats B, C & D with open kitchen design)
29/F – 47/F (Without 34/F & 44/F)	5 flats (Flats B, C & D with open kitchen design)
48/F – 52/F	3 flats
53/F	2 flats

All open kitchen designs comply with the Code of Practice for Fire Safety in Buildings 2011.

The Belcher's Street, Kwan Yick Street and Cadogan Street will be used as the Emergency Vehicle Access (EVA) for the building, whilst Fireman Service Access Point (FSAP) will also be provided at the Belcher's Street side.

2.2 FIRE SAFETY PROVISIONS FOR THE FLAT WITH OPEN KITCHEN DESIGN

The building is equipped with various fire protection provisions in accordance with the Code of Practice for Minimum Fire Service Installations and Equipment 2005 for the protection of lives and property. These include:

For the whole building,

1. Fire Hydrant / Fire Hose Reel System;
2. Fire Alarm System;
3. Exit Signs;
4. Emergency Lightings;
5. Fireman's Lift;
6. Emergency Power;
7. Access stairways.

For Podium Floors (G/F – 5/F),

1. Automatic Sprinkler System;

For the flat with open kitchen design,

The flat with open kitchen design is equipped with various fire protection provisions in accordance with the Code of Practice for Minimum Fire Service Installations and Equipment 2005 for the protection of lives and property. These include:

1. Automatic Sprinkler System – Sprinkler head at the ceiling immediately above the open kitchen area in each flat with open kitchen. The alarm signal of the system should be linked to the fire services control panel, the building fire alarm system and directly to the Fire Services Communication Centre;
2. Fire Detection System – Smoke detectors (Multi-criteria sensor) inside the flat with open kitchen (Living area of the flat only), the fire signal from the smoke detector (Multi-criteria sensor) would be sent to the fire service control panel in the watchmen's counter only and the alarm bell will also be actuated on that floor only. Smoke detectors (Multi-criteria sensor) at the common lobby outside the flat with open kitchen, the fire signals would be automatically sent to the fire service control panel in the watchmen's counter and the common fire alarm system will be transmitted to the Fire Services Communication Centre via a direct telephone link;
3. A full-height wall having an FRR of not less than -/30/30 adjacent to the flat exit door in each flat with open kitchen.

For refuge floor (28/F),

1. Drencher System.

All the FSI are designed in accordance with the Code of Practice for Minimum Fire Service Installations and Equipment and Code of Practice for Fire Safety in Buildings 2011.

2.2.1 Watchmen's counter

A repeated panel is installed in the watchmen's counter and interconnected to the main AFA panel. Since the zone indicator shown on the repeated panel will be automatically switched on upon activation of the fire protection system in a zone, there should be at least one fire safety management staff is stationed in the watchmen's counter. In order to fulfil this particular requirement, this watchmen's counter will be provided with 24-hour a day, 7-day a week, security attendance.

In addition, this watchmen's counter will contain the following facilities / information:

1. Telephone with direct dialling for external calls;
2. Site layout plans indicating fire escape routes;
3. Fire safety management plan;
4. Building layout plans;
5. Evacuation drill record;
6. Training record (e.g. staff qualification, FSMP briefing, re-refresh of knowledge every 3 months, etc.);
7. FSI maintenance record (e.g. staff visual inspection).

3 Maintenance Plan

3.1 MAINTENANCE PLAN

This fire safety management plan shall be kept in the watchmen's counter of the entrance lobby. Alterations or modifications to an existing installation should not be carried out without consultation with/prior to approval from the enforcing authorities, and where possible, the original system designer, fire safety engineer or installer (or other qualified persons). Implications of any alteration or modification also need to be checked against requirements of the Code of Practice for Fire Safety in Buildings 2011 and relevant approved drawings/documents.

The following documents and information will be provided to form part of the maintenance Plan:

- (a) One set of approved general building plans with the exit routes highlighted;
- (b) Documents indicating the details/specifications of the fire safety provisions installed;
- (c) Regular maintenance of the fire safety provisions installed should be at least once every year;
- (d) A Registered Fire Service Installation Contractor ("RFSIC") should be employed to carry out maintenance and inspection work. The RFSIC should provide Method Statements for Maintenance and Repair Methods to the BMC before carry out any work.
- (e) Inspection, maintenance, and repair works should be recorded;
- (f) Housekeeping.

3.1.1 Maintenance of fire protection systems

Fire services installations need to be well maintained in accordance with the statutory requirements. It is vital that they operate in accordance with the original design intent. All fire safety installations should be tested individually. The systems should be tested as a complete entity and the followings shall be observed:

1. The Chief Fire Warden should assist the owners to carry out annual maintenance of the fire service installation and submit the maintenance certificate to the Fire Services Department. The owners should allow access for the Registered Fire Service Installation Contractor ("RFSIC") to carry out annual check and maintenance.
2. Residents intend to carry out renovation works must register at the management office before commencement of works. The purpose of this is to ensure that all renovation work will be carried out properly so as no fire safety provisions as stated in the Deed of Mutual Covenant (DMC) and Section 2.2 of this Plan to be removed within the premises.

3. Residents shall fully understand all fire safety provisions in the flat with open kitchen stated in the following items. The Building Management Company will explain to the resident(s) if they have any queries.
 - a. Automatic sprinkler system
 - The automatic sprinkler system shall be maintained in efficient working order at all times and shall be inspected by a Registered Fire Service Installation Contractor (RFSIC) at least once in every 12 months. Sprinkler subsidiary valves management system (SSSVMS) must be installed in accordance with FSD Circular Letter No. 4/2010.
 - b. Fire detection system
 - The smoke detectors and fire detection and alarm systems shall be maintained in efficient working order at all times and shall be inspected by a RFSIC at least once in every 12 months.
 - c. The full-height wall having an FRR of not less than -/30/30
 - The -/30/30 full-height wall adjacent to the flat exit door in each flat with open kitchen should not be removed or alternated.
 - d. Self-closing devices door
 - Self-closing devices should not be removed. Non-working self-closing devices should be repaired immediately.
4. The owner of each residential flat is responsible for the maintenance of F.S.I. in the flat. The F.S.I. cannot be removed, obstructed, or unduly alternated.
5. The Fire Warden should monitor and attend the above inspections to be carried out by Registered Fire Service Installation Contractor ("RFSIC") and keep proper records of such inspections to be easily retrievable when required.

3.1.2 Maintenance certificate

Copies of the maintenance certificate (FS251) issued by the RFSIC after annual check and maintenance. The FS251 should be displayed at a prominent location of the building for FSD's inspection.

3.2 HOUSEKEEPING

Good housekeeping should be maintained by Fire Warden to reduce the chances of fire and blockage of exit routes. Housekeeping methods include for proper waste disposal, keeping combustible materials from possible ignition sources and ensuring exit routes are free from obstruction etc. A sample checklist on housekeeping provides in Table 3. It provides general guidelines and suggested actions that should be taken for the upkeep of fire safety provisions installed in the building. The list is not exhaustive.

Table 3: Sample Checklist on Housekeeping

Items	Action	Yes	No	N/A	Follow-up Action
1.0 – Means of Escape					
1.1	Exit routes are free from obstructions at all times.				
1.2	No unauthorized alteration(s) along the exit route.				
1.3	Metal gate or roller shutter is not installed across the exit routes.				
1.4	Doors or gates within common areas are readily openable from the inside without the use of a key.				
1.5	Doors or gates do not swing onto the exit routes reducing the effective width of the exit routes.				
1.6	Fire rated doors are self-closing and be kept closed at all times.				
1.7	Combustible linings are not installed within the exit routes.				
1.8	Adequate lighting is provided for the exit routes and is kept in good condition.				
1.9	Adequate signs are provided along the exit routes.				
1.10	The balustrades and handrails in the required staircases and along the exit routes are maintained in good condition.				
1.11	Any hold-open devices to all fire rated doors are tested for ensuring they are in good condition. (Particular attention is given to check any obstructions nearby the fire rated doors that are held open by hold-open devices in normal times.)				
2.0 – Fire Resisting Construction					
2.1	Fire rated doors for protected exits, fireman's lift lobbies, required staircases, plant rooms etc. are kept in good condition including the ironmongeries and glazed panels, if any.				
2.2	Fire rated doors and doors with smoke seal are kept in the closed position.				
2.3	Fire rated doors and doors with smoked seal have not been removed or replaced by doors of lower FRR than the approved ones.				
2.4	No unauthorized alteration(s) have been made to the fire resisting constructions.				
2.5	Fire barriers are kept in good condition and free of unprotected openings. The FRR is maintained.				
2.6	Non-emergency services such as electric cables and similar installations in required staircases are adequately enclosed by fire barriers. The fire				

	barriers are kept in good condition. All access panels are kept in closed position.				
2.7	No unauthorized openings are formed in protected exits, in particular required staircase walls.				
2.8	No penetrations are made through a fixed light.				
2.9	Fire shutters are not obstructed.				
2.10	Vision panels to fire rated doors remain intact.				
2.11	Penetrations within fire barriers are sealed with fire seals or fire stops.				
2.12	No exhaust fans, air-conditioning units or similar installations are installed in a protected exits, in particular required staircase.				
2.13	Smoke vents at basement and their outlets are not obstructed / blocked. Basement smoke extraction system is regularly inspected and checked by registered fire services installation contractor.				
3.0 – Access for Firefighting and Rescue					
3.1	Access to fireman's lifts is unimpeded from the street.				
3.2	The walls of fireman's lift lobby are kept in good condition and free of unprotected openings. The FRR is maintained.				
3.3	EVA is free from obstructions and is kept in good condition.				
4.0 – Others					
4.1	No change in Use Classification that may have fire safety implications.				
4.2	If open kitchens are provided, smoke detectors, sprinkler, other active fire safety provisions installed are not obstructed and can function properly. The fire rated wall adjacent to the flat exit door remains intact.				
4.3	Fire safety seminars and fire drills are organized regularly.				
4.4	Electrical installations in the building are inspected and checked by registered electrical contractors regularly.				
4.5	Appropriate fire safety precautionary works are provided when carrying out alterations, additions and repair works.				

3.2.1 Alteration, additions, renovation and repair works

When carrying out alteration, additions, renovation and repair works, the following items should be checked by Fire Warden.

- (a) All means of escape should be maintained at all times. It should be free from obstruction and adequately signed and lit.
- (b) All fire rated doors along exit routes should be maintained and kept closed at all times.
- (c) All fire barriers should be maintained.
- (d) Alternative measures for ensuring adequate standard of fire safety should be provided if any means of escape, fire rated doors or fire barriers etc. have to be temporarily removed.
- (e) Flame-retardant sheeting should be used for covering the scaffoldings erected around the building.
- (f) Any inflammable and combustible materials to be kept in the building should be stored under safe custody and avoid accumulating excessive quantity. Attention is drawn to the Dangerous Goods Ordinance and Regulations (Cap. 295).
- (g) All relevant notification to the Fire Services Department regarding temporary shut-down of fire service installations should be made in accordance with the Fire Services Department's requirements.
- (h) Fire-aid and firefighting equipment should be located where it is readily accessible. Training should be provided to all workers on the operation of the equipment.
- (i) Emergency plan should be established and appropriate training should be provided to all workers.

3.2.2 Fire Drill

Fire drill should be carried out at least once year to allow staff and residents to gain valuable experience in communicating with the public during evacuations.

During fire drill, the fire alarm should be operated by fire safety management staff and all participants should evacuate and gather in places of ultimate safety via designated route.

Following the fire drill, the Chief Fire Warden should discuss their findings with the building management company to identify any shortcomings and failings, and to work out improvements and remedial measures.

The following are recommended:

1. Monitored evacuation drills should always be carried out shortly after the first full occupation of the premises.
2. A major evacuation drill should be conducted at least once a year.
3. The purpose of any drill should be clearly defined by the BMC, and explained to the fire safety management staff, so that it can be assessed afterwards.

4 Training Plan

4.1 STAFFING AT MANAGEMENT OFFICE

Arrangements will be made for management office from which supervision of all matters relating to the fire safety can be efficiently carried out. Provision of facilities to the management office will be made such that intervention to ensure life safety from fire under the emergency condition can be achieved.

4.1.1 Organization Chart

The fire safety management staffs involved includes Chief Fire Warden (Facilities Manager), Fire Warden (Security Personnel) and Supervisor (Watchmen's counter Operator). The proposed organization chart is shown in Figure 1 below:

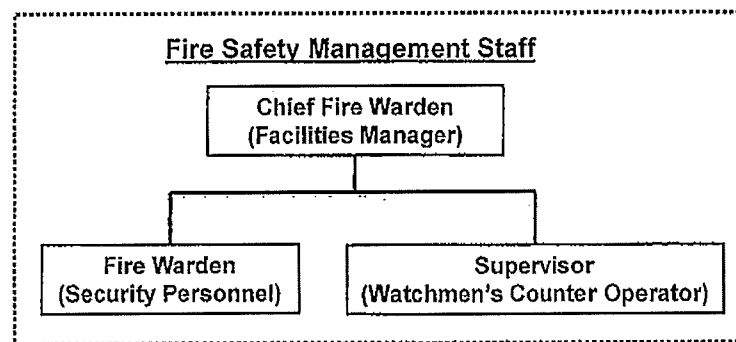


Figure 1: Organization Chart

The Chief Fire Warden will be the key decision maker, responding to a fire for emergency incident. The Chief Fire Warden must be the person who is in charge of security in this building and must be available on site or available for contact 24-hours a day and 7-days a week. If the Chief Fire Warden is not available on site, the Fire Warden must act the role of the Chief Fire Warden.

Fire Warden can be a number of security personnel, fully aware of their roles and actions in the event of a fire incident apart from their normal daily operational duties. Fire Warden will be situated in the main entrance lobby or sent to the affected floor, depending on the actual situation or the Chief Fire Warden's decision. Fire Warden will act the role of Chief Fire Warden if the Chief Fire Warden does not present during fire incidents.

The Supervisor of the watchmen's counter will act as the coordinating officer, receiving and despatching all information about the incident. Supervisor must be situated in the watchmen's counter.

4.1.2 Chief Fire Warden

The Chief Fire Warden should be the Facilities Manager and is to assume responsibility for the occupants of the building from the time of sounding of the fire alarm.

1. In the event of a fire incident (notified via the watchmen's counter), the Chief Fire Warden should take the following actions:
 - a. Respond to the watchmen's counter; and
 - b. Coordinate with the Fire Warden to identify the area where the alarm is activated, and ascertain the nature and location of the fire incident.
2. Upon determining evacuation is necessary, the Chief Fire Warden should:
 - a. Advise the Fire Warden located at affected alarm operation zone to announce emergency message to occupants, assist occupants in evacuation and lead them to appropriate safe areas, e.g. protected staircase;
 - b. Inform the Fire Warden located at un-affected alarm operation zones to standby and if necessary, announce emergency message to occupants and assist occupants to evacuate; and
 - c. Ensure all evacuated floors / zones have been searched and cleared of occupants.
3. Upon arrival of the fireman
 - a. The Chief Fire Warden shall handover control of the situation to the FSD Commanding Officer;
 - b. Brief the Commanding Officer on details of the fire incident; and
 - c. Cooperate and assist the fireman.
4. Following a fire incident, the Chief Fire Warden should:
 - a. Conduct a debrief to fire safety management staff for review;
 - b. Report all details to the BMC; and
 - c. Plan for continuous improvement in fire safety aspect of the building.

4.1.3 Fire Warden

The Fire Warden should be trained in fire safety and assigned by the Chief Fire Warden. Under the normal circumstances, the Fire Warden should be the security staff and in charge of their own patrolling zone.

In the event of a fire alarm or emergency (notified via the watchmen's counter), the Fire Warden should take the following actions:

1. To have the flat checked to confirm a fire within 1 minute;
2. Communicate with the Supervisor of the watchmen's counter by using walkie-talkie or other communication system;
3. Initiate fire fighting, but only when it is safe to do so;
4. Initiate other corrective measures as necessary, but only if it is safe to do so; and
5. Ensure clear routes, including EVA route are available for evacuation / fire fighting.

Upon determining evacuation is necessary and upon instruction from the Chief Fire Warden, the Fire Warden should take the following actions:

1. Respond to the watchmen's counter and advise the current situation;
2. Assist the occupants inside the affected floors/zones in evacuation and lead them to the appropriate safe areas, e.g. protected staircases. Assistance should be provided to the mobility impaired, pregnant occupants as well as the elderly and infants;

Ensure evacuated floors have been searched and cleared of occupants and report the results to the Chief Fire Warden immediately.

4.1.4 Supervisor

The Supervisor stationed in the watchmen's counter shall be trained in fire safety and assigned by the Chief Fire Warden. There should be at least one staff member on duty in the watchmen's counter who is familiar with the use and operation of the fire services installation and equipment.

Shift duty of the Supervisor must be allocated and assigned by the Chief Fire Warden / Fire Warden.

The duties of the Supervisor include the following:

1. Monitor the FS alarm panel;
2. Receive information from the Fire Warden in case of fire or emergency and report to the Chief Fire Warden instantly; and

3. Contact the Fire Services Communication Centre by dialling 999 as instructed by the Chief Fire Warden.

4.2 STAFF TRAINING

The Chief Fire Warden should train all new / temporary Fire Warden and Supervisor to implement the fire safety management plan.

The Chief Fire Warden should provide the regular training for all fire safety management staff to brief the fire safety management plan and re-fresh of knowledge every 3 months and submit the training record to the building management company for record.

All fire safety management staff must receive an appropriate training. The training course should be credited by Security and Guarding Services Industry Authority or other recognized organizations and authorities.

The course should include:

1. Course of actions in handling emergency situations;
2. Fire safety;
3. Occupational safety and health;
4. Daily operation and basic principle of building management;
5. Major duties and responsibilities of security personnel.

4.3 OCCUPANT EDUCATION

The following should be informed to the occupants:

1. Safety provisions installed within the flats with open kitchen;
2. Actions to be taken in case of fire;
3. Escape routes from the building;
4. Do not use lift for evacuation; do not carry bulky or heavy belongs while evacuating; Do not re-enter the building after evacuation unless advised by the Fire Service Department;
5. How to use the refuge floor;
6. How to deal with false alarms in the open kitchen flats;
7. Maintenance requirements of F.S.I within the flats with open kitchens.

Evacuation drill and fire safety seminar carried out regularly (e.g. yearly) for all occupants.

5 Fire Action Plan

5.1 GENERAL

This section includes an emergency evacuation plan for the flats with open kitchen design in case of fire incident. The purpose of establishing this plan is to ensure the means of escape in case of fire incident and fire safety measures provided for the occupants are both adequate and reasonable.

5.2 EMERGENCY EVACUATION PLAN

Means of escape for occupants are provided in accordance with the Code of Practice for Fire Safety in Buildings 2011. The emergency evacuation plan is to take into account circumstances of a fire incident to ensure the provided means of escape and fire safety precautionary measures are both adequate and reasonable.

The emergency evacuation plan defines procedures of emergency evacuation under different circumstances for fire safety management staff.

All fire safety management staff involved in responding to a fire incident and assisting in the evacuation process shall be briefed and fully conversant with the evacuation procedures. This understanding will assume occupants can be directed to a place of ultimate safety, minimizing confusion by giving clear directions relating to escape routes. The specific duties of the Chief Fire Warden, Fire Warden and Supervisor of the FS Control Room are detailed in Section 2.3.

5.2.1 Response to alarms

Fire in a flat with open kitchen design would be indicated by an alarm signal received in the watchmen's counter at G/F or discovered by the Fire Warden.

Fire signals from the smoke detectors (Multi-criteria sensor) at the lobby outside the flats with open kitchen would be automatically sent to the fire service control panel in F.S. control room and repeat to the watchmen's counter and the common fire alarm system will be transmitted to the Fire Services Communication Centre via a direct telephone link.

Fire signals from the smoke detector (Multi-criteria sensor) inside open kitchen would be sent to the fire service control panel in F.S. control room and repeat to the watchmen's counter only and the alarm bell will also be actuated on that floor only.

Fire signals from the sprinkler heads inside open kitchen will be linked to the fire service control panel in F.S. control room and repeat to the watchmen's counter, the building fire alarm system, and directly to the Fire Services Communication Centre.

Upon receiving any fire signal, the Fire Warden shall be sent to the affected residential flat or affected area to check and confirm if there is the fire. The Fire Warden should take the shortest means to reach the affected floor. The investigation time should not exceed 1 minute.

1. **False Alarm**

In case of false alarm of the smoke detector (Multi-criteria sensor):

- The occupant should inform the watchmen's counter immediately by telephone and/or;
- Tell the Fire Warden upon his/her arrival for conducting investigation on actuation of alarm / smoke detector (Multi-criteria sensor) in residential floors.

2. **Real Fire Alarm**

After confirming a fire incident, the Fire Warden shall:

- Break the break glass unit, activate fire alarm, alert occupants in building for evacuation;
- Dial 999, report the incident to the FSD, describe the situation of the fire, and report injury, if there is any;
- Attempt to put out the fire using first aid fire fighting equipment (e.g. portable fire extinguisher, fire hose reel and break glass) if it is safe to do so;
- Evacuate the affected area immediately if the situation is critical; assist elderly people, children and people with moving difficulties;
- The evacuation procedure in Section 5.3 shall be followed.

3. **Nobody in the flat**

- If there is smoke leaking from the small gaps around of the flat door, it's a true fire;
- Check the fire service control panel if there is fire signal from the sprinkler head, it's a true fire;
- Otherwise, treat it as true alarm if the 1 minute investigation period passed.

5.2.2 Assisting the FSD

The Chief Fire Warden should report to the FSD Commander on the current evacuation situation upon their arrival. All evacuation procedures should be taken over by FSD. The FS Control Room and watchmen's counter shall have detail floor and compartment plans available at all times for their information and use. Fire safety management staff shall assist fireman if required.

5.3 EVACUATION PROCEDURES IN CASE OF A FIRE

The Chief Fire Warden and Fire Warden involved in responding to a fire event and assisting in the evacuation process shall be fully conversant with the evacuation procedures. This understanding will mean that they can dissuade occupants from entering the affected floor and give clear directions relating to routes of escape.

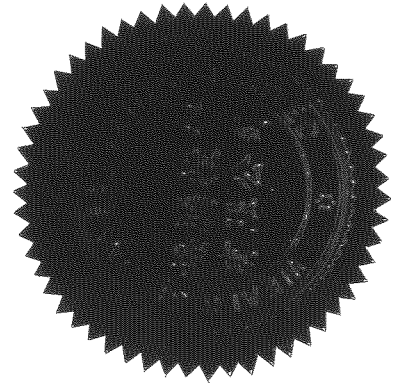
Once a fire signal is confirmed in the fire zone, the fire zone will be evacuated first prior to the rest of the building. The non-fire zone will NOT be evacuated unless advised by Fire Services Department.

The following evacuation procedures shall be conducted:

- The Chief Fire Warden shall be in charge of the evacuation process prior to the arrival of the Fire Services Department.
- Fire Warden should be informed of the exact fire location through walkie-talkie or other communication system.
- Fire Warden should be present at designated locations directing occupants to the evacuation routes such as escape staircases with EXIT indication.
- Fire Warden will direct and ensure that everyone evacuates to the escape staircases in an orderly manner:
 - Keep calm
 - Walk, DO NOT run, DO NOT use lift;
 - DO NOT carry any bulky or heavy belongings;
 - Remain in the designated assemble area and await arrival of Fire Services Department;
 - Do not re-enter building until advised by Fire Services Department.

SEALED with the Common Seal)
of the First Owner and SIGNED)
by Lai Ka Fai)

Or Pui Kwan, its Directors)
as duly authorized by resolution of the)
board of directors whose signature(s) is/are)
verified by :-)



Wong Koon Ming

**Solicitor, Hong Kong SAR
Deacons**

SIGNED SEALED and DELIVERED by)
the Second Owner)

in the presence of :-)

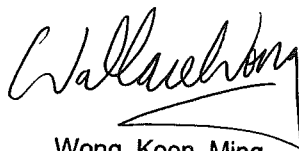


Wong Koon Ming

**Solicitor, Hong Kong SAR
Deacons**



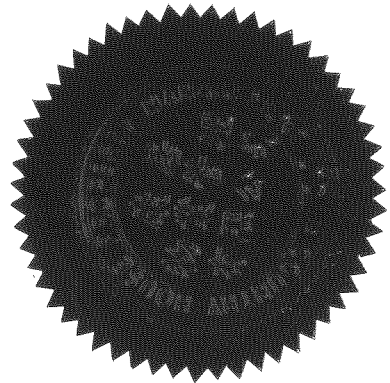
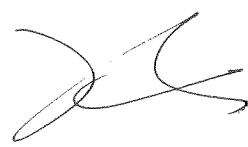
INTERPRETED to the Second Owner by :-



Wong Koon Ming

**Solicitor, Hong Kong SAR
Deacons**

SEALED with the Common Seal)
of the Management Company and)
SIGNED by Lai Ka Fai)
Or Pui Kwan, ~~is~~ Director(s))
duly authorized by resolution of the)
Board of Directors whose signature(s))
is/are verified by :-)



Wong Koon Ming
Solicitor, Hong Kong SAR
Deacons



- LEGEND:**
- R CARPARK COMMON AREAS
 - Y ESTATE COMMON AREAS
 - O RESIDENTIAL COMMON AREAS
 - V COMMERCIAL COMMON AREAS
 - I RESIDENTIAL TOWER COMMON AREAS
 - G CARPARK TOWER COMMON AREAS
 - Y RIGHT OF WAY (ESTATE COMMON AREAS)

NOTES:
 THIS PLAN IS BASED ON THE
 GENERAL BUILDING PLAN APPROVED
 BY THE BUILDING AUTHORITY

GROUND FLOOR PLAN



I HEREBY CERTIFY THE COMMON
 AREAS AS SHOWN IN THE PLAN ARE
 CORRECT AND ACCURATE

Lee Kar-Yan Douglas
 LEE KAR-YAN DOUGLAS
 AUTHORIZED PERSON

No.	DATE	REVISIONS
A	10/11/2014	

andrew lee king fun
 & associates architects ltd.

18/F., Universal Trade Centre, 3 Adair Road, C.
 Hong Kong Tel: (852) 2523 0008 Fax: (852) 2566 5371

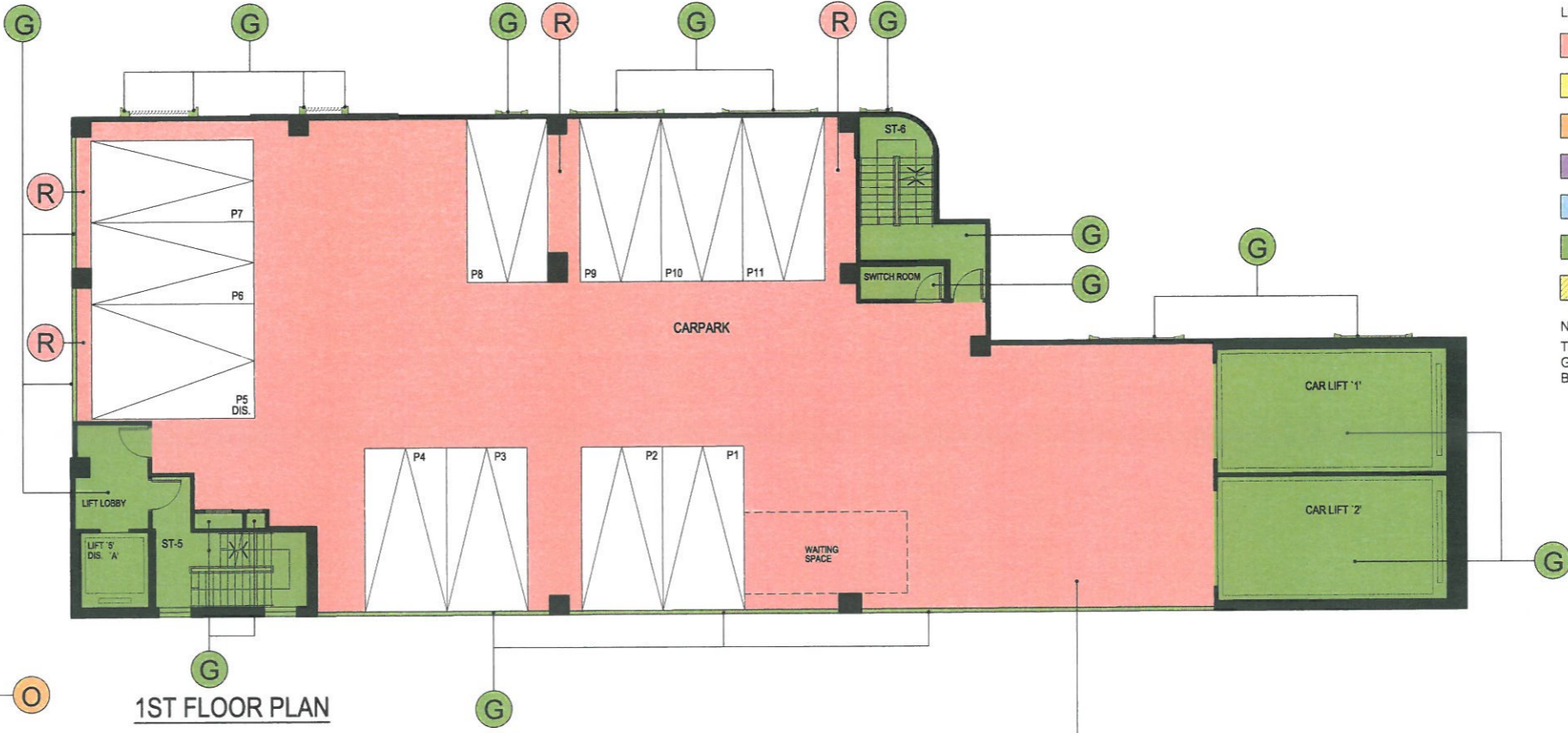
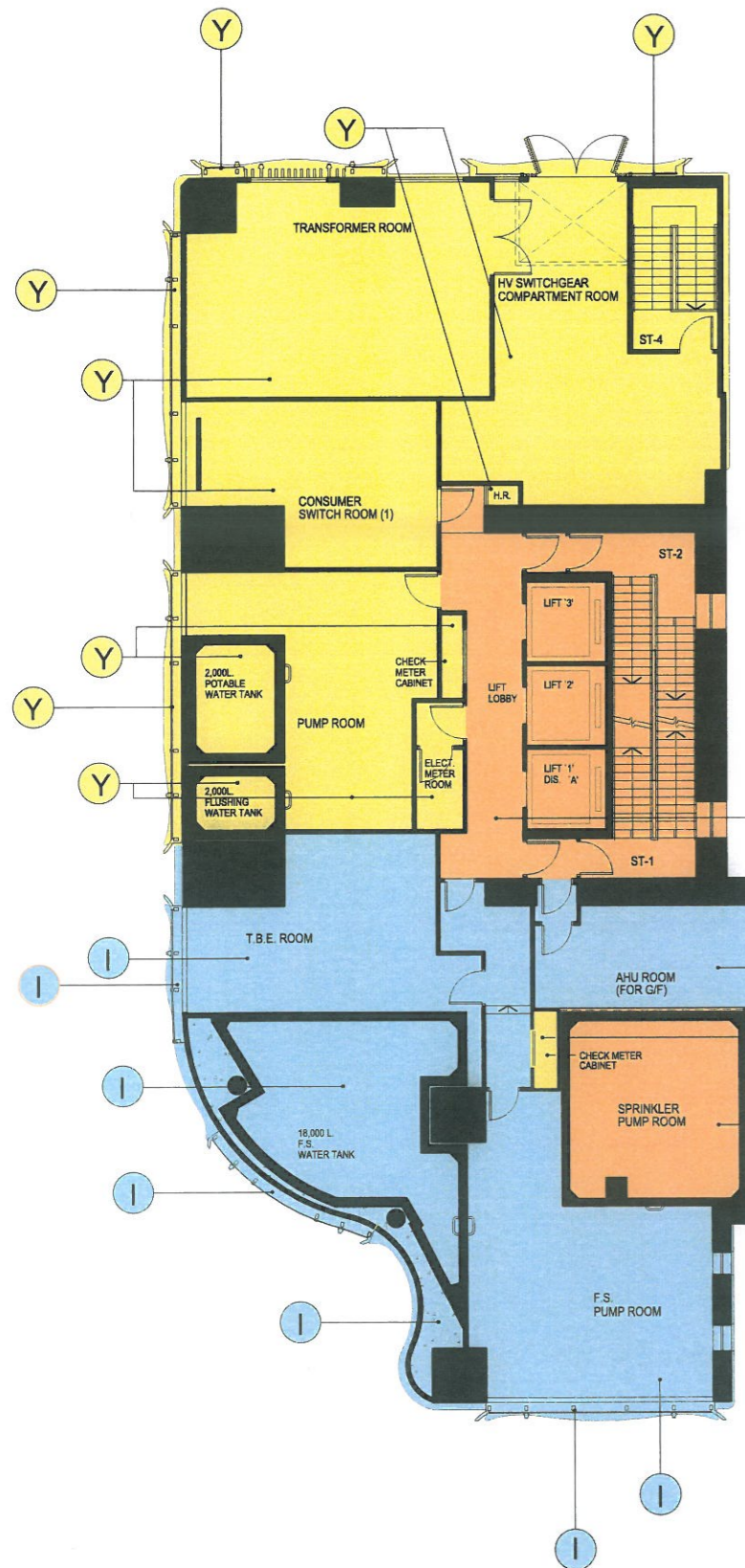
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 I.L. 905 S.A ss.1 S.J RP, I.L. 905 S.A ss.1 S.O RP, I.L. 905 S.A ss.1 S.D RP, I.L. 905 S.A ss.1 S.A,
 I.L. 905 S.A ss.2 RP, I.L. 905 S.A ss.1 S.B ss.1, I.L. 905 S.A ss.3 S.A RP, I.L. 905 S.A ss.1 S.B RP,
 I.L. 905 S.A ss.3 RP, I.L. 905 S.A ss.1 S.E RP, I.L. 905 S.A ss.5 RP, I.L. 905 S.A ss.1 S.E ss.1,
 I.L. 905 S.A ss.5 S.A RP, I.L. 905 S.A ss.1 S.F RP, I.L. 905 S.A ss.6 RP, I.L. 905 S.A ss.1 S.F ss.1,
 I.L. 905 S.A ss.6 S.A RP, I.L. 905 S.A ss.1 S.C, I.L. 905 S.A ss.4 RP, I.L. 905 S.A ss.1 RP, I.L. 905 S.A ss.9 RP,
 I.L. 905 S.A ss.1 S.R RP, I.L. 905 S.A ss.1 S.Q ss.1 RP, I.L. 905 S.A ss.9 S.A ss.1 RP, I.L. 905 S.A ss.1 S.Q RP,
 I.L. 905 S.A ss.9 S.A RP

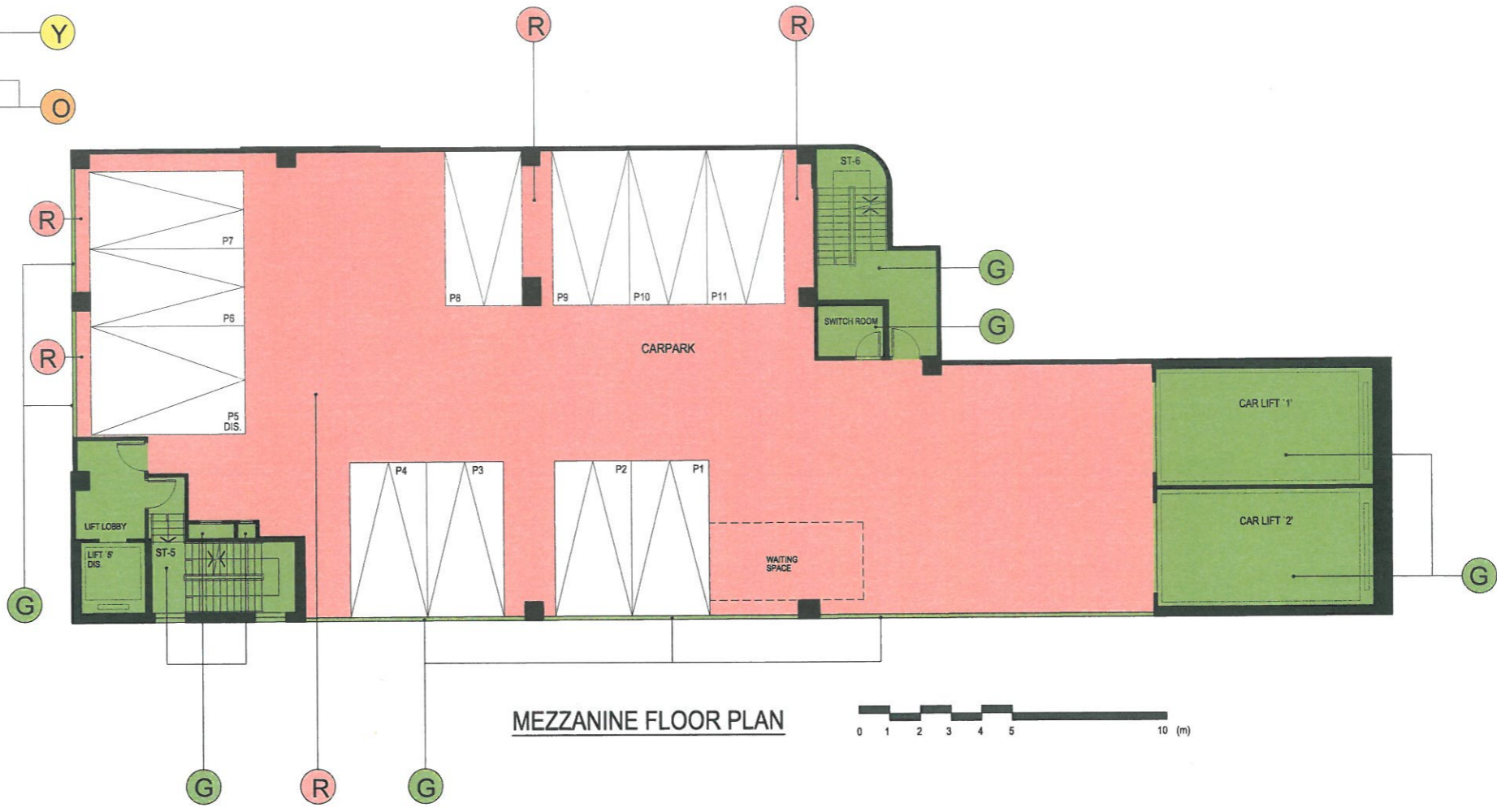
PROPOSED NEW BUILDING
 NOS. 37A, 37B CADOGAN STREET &
 NOS. 150 BELCHER'S ST., HONG KONG

GROUND FLOOR PLAN

DRAWN	C.K. FAN	JOB NO.	A-0943
CHECKED		DWG. NO.	DMC-01
SCALE	1 : 200 (A3)	DATE	10/11/2014



1ST FLOOR PLAN



MEZZANINE FLOOR PLAN



- LEGEND:
- R CARPARK COMMON AREAS
 - Y ESTATE COMMON AREAS
 - O RESIDENTIAL COMMON AREAS
 - V COMMERCIAL COMMON AREAS
 - I RESIDENTIAL TOWER COMMON AREAS
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 CORRECT AND ACCURATE

Lee Kar Yan Douglas
 LEE KARYAN DOUGLAS
 AUTHORIZED PERSON

A	10/11/2014	REVISIONS
No.	DATE	

andrew lee king fun
 & associates architects ltd.

李景勳
 建築師有限公司

18/F., Universal Trade Centre, 3 Ardouin Road, C.
 Hong Kong Tel: (852) 2525 0008 Fax: (852) 2525 1371

LOT NO.:
 I.L. 905 S.A. ss.8 RP, I.L. 905 S.A. ss.1 S.N, I.L. 905 S.A. ss.1 S.K, I.L. 905 S.A. ss.1 S.L, I.L. 905 S.A. ss.1 S.P,
 I.L. 905 S.A. ss.1 S.J RP, I.L. 905 S.A. ss.1 S.O RP, I.L. 905 S.A. ss.1 S.D RP, I.L. 905 S.A. ss.1 S.A,
 I.L. 905 S.A. ss.2 RP, I.L. 905 S.A. ss.1 S.B ss.1, I.L. 905 S.A. ss.3 S.A RP, I.L. 905 S.A. ss.1 S.B RP,
 I.L. 905 S.A. ss.3 RP, I.L. 905 S.A. ss.1 S.E RP, I.L. 905 S.A. ss.5 RP, I.L. 905 S.A. ss.1 S.E ss.1,
 I.L. 905 S.A. ss.5 S.A RP, I.L. 905 S.A. ss.1 S.F RP, I.L. 905 S.A. ss.6 RP, I.L. 905 S.A. ss.1 S.F ss.1,
 I.L. 905 S.A. ss.6 S.A RP, I.L. 905 S.A. ss.1 S.C, I.L. 905 S.A. ss.4 RP, I.L. 905 S.A. ss.1 RP, I.L. 905 S.A. ss.9 RP,
 I.L. 905 S.A. ss.1 S.R RP, I.L. 905 S.A. ss.1 S.Q ss.1 RP, I.L. 905 S.A. ss.9 S.A ss.1 RP, I.L. 905 S.A. ss.1 S.Q RP,
 I.L. 905 S.A. ss.9 S.A RP

PROPOSED NEW BUILDING
 NOS. 37A, 37B CADOGAN STREET &
 NOS. 150 BELCHER'S ST., HONG KONG

1ST FLOOR PLAN

DRAWN	C.K. FAN	JOB NO.	A-0943
CHECKED		DWG. NO.	DMC-02
SCALE	1:200 (A3)	DATE	10/11/2014

LEGEND:

- R CARPARK COMMON AREAS
- Y ESTATE COMMON AREAS
- O RESIDENTIAL COMMON AREAS
- V COMMERCIAL COMMON AREAS
- I RESIDENTIAL TOWER COMMON AREAS
- G CARPARK TOWER COMMON AREAS
- Y RIGHT OF WAY (ESTATE COMMON AREAS)

NOTES:

THIS PLAN IS BASED ON THE GENERAL BUILDING PLAN APPROVED BY THE BUILDING AUTHORITY



I HEREBY CERTIFY THE COMMON AREAS AS SHOWN IN THE PLAN ARE CORRECT AND ACCURATE

LEE KAR-YAN DOUGLAS
 AUTHORIZED PERSON

No.	DATE	REVISIONS
A	10/11/2014	

andrew lee king fun & associates architects ltd.
 18/F., Universal Trade Centre, 3 Ardouin Road, C. Hong Kong
 Tel: (852) 2525 0008 Fax: (852) 2525 5371

李景勳
 建築師有限公司

LOT NO:
 I.L. 905 S.A. ss.8 RP, I.L. 905 S.A. ss.1 S.N, I.L. 905 S.A. ss.1 S.K, I.L. 905 S.A. ss.1 S.L, I.L. 905 S.A. ss.1 S.P,
 I.L. 905 S.A. ss.1 S.J RP, I.L. 905 S.A. ss.1 S.O RP, I.L. 905 S.A. ss.1 S.D RP, I.L. 905 S.A. ss.1 S.A,
 I.L. 905 S.A. ss.2 RP, I.L. 905 S.A. ss.1 S.B ss.1, I.L. 905 S.A. ss.3 S.A RP, I.L. 905 S.A. ss.1 S.B RP,
 I.L. 905 S.A. ss.3 RP, I.L. 905 S.A. ss.1 S.E RP, I.L. 905 S.A. ss.5 RP, I.L. 905 S.A. ss.1 S.E ss.1,
 I.L. 905 S.A. ss.5 S.A RP, I.L. 905 S.A. ss.1 S.F RP, I.L. 905 S.A. ss.6 RP, I.L. 905 S.A. ss.1 S.F ss.1,
 I.L. 905 S.A. ss.6 S.A RP, I.L. 905 S.A. ss.1 S.C, I.L. 905 S.A. ss.4 RP, I.L. 905 S.A. ss.1 RP, I.L. 905 S.A. ss.9 RP,
 I.L. 905 S.A. ss.1 S.R RP, I.L. 905 S.A. ss.1 S.Q ss.1 RP, I.L. 905 S.A. ss.9 S.A ss.1 RP, I.L. 905 S.A. ss.1 S.Q RP,
 I.L. 905 S.A. ss.9 S.A RP

PROPOSED NEW BUILDING
 NOS. 37A, 37B CADOGAN STREET &
 NOS. 150 BELCHER'S ST., HONG KONG

2ND FLOOR PLAN

DRAWN	C.K. FAN	JOB NO.	A-0943
CHECKED		DWG. NO.	DMC-03
SCALE	1:200 (A3)	DATE	10/11/2014
DATE	10/11/2014		

- LEGEND:
- R CARPARK COMMON AREAS
 - Y ESTATE COMMON AREAS
 - O RESIDENTIAL COMMON AREAS
 - V COMMERCIAL COMMON AREAS
 - I RESIDENTIAL TOWER COMMON AREAS
 - G CARPARK TOWER COMMON AREAS
 - Y RIGHT OF WAY (ESTATE COMMON AREAS)

NOTES:
 THIS PLAN IS BASED ON THE
 GENERAL BUILDING PLAN APPROVED
 BY THE BUILDING AUTHORITY



3RD FLOOR PLAN



I HEREBY CERTIFY THE COMMON
 AREAS AS SHOWN IN THE PLAN ARE
 CORRECT AND ACCURATE

(Signature)

LEE KAR-YAN DOUGLAS
 AUTHORIZED PERSON

No.	DATE	REVISIONS
A	10/11/2014	

andrew lee king fun
 & associates architects ltd.

18/F., Universal Trade Centre, 3 Abchurch Road, C.
 Hong Kong Tel: (852) 2525 0008 Fax: (852) 2588 5371

李景勳
 建築師有限公司

LOT NO:
 I.L. 905 S.A ss.8 RP, I.L. 905 S.A ss.1 S.N, I.L. 905 S.A ss.1 S.K, I.L. 905 S.A ss.1 S.L, I.L. 905 S.A ss.1 S.P,
 I.L. 905 S.A ss.1 S.J RP, I.L. 905 S.A ss.1 S.O RP, I.L. 905 S.A ss.1 S.D RP, I.L. 905 S.A ss.1 S.A,
 I.L. 905 S.A ss.2 RP, I.L. 905 S.A ss.1 S.B ss.1, I.L. 905 S.A ss.3 S.A RP, I.L. 905 S.A ss.1 S.B RP,
 I.L. 905 S.A ss.3 RP, I.L. 905 S.A ss.1 S.E RP, I.L. 905 S.A ss.5 RP, I.L. 905 S.A ss.1 S.E ss.1,
 I.L. 905 S.A ss.5 S.A RP, I.L. 905 S.A ss.1 S.F RP, I.L. 905 S.A ss.6 RP, I.L. 905 S.A ss.1 S.F ss.1,
 I.L. 905 S.A ss.6 S.A RP, I.L. 905 S.A ss.1 S.C, I.L. 905 S.A ss.4 RP, I.L. 905 S.A ss.1 RP, I.L. 905 S.A ss.9 RP,
 I.L. 905 S.A ss.1 S.R RP, I.L. 905 S.A ss.1 S.Q ss.1 RP, I.L. 905 S.A ss.9 S.A ss.1 RP, I.L. 905 S.A ss.1 S.Q RP,
 I.L. 905 S.A ss.9 S.A RP

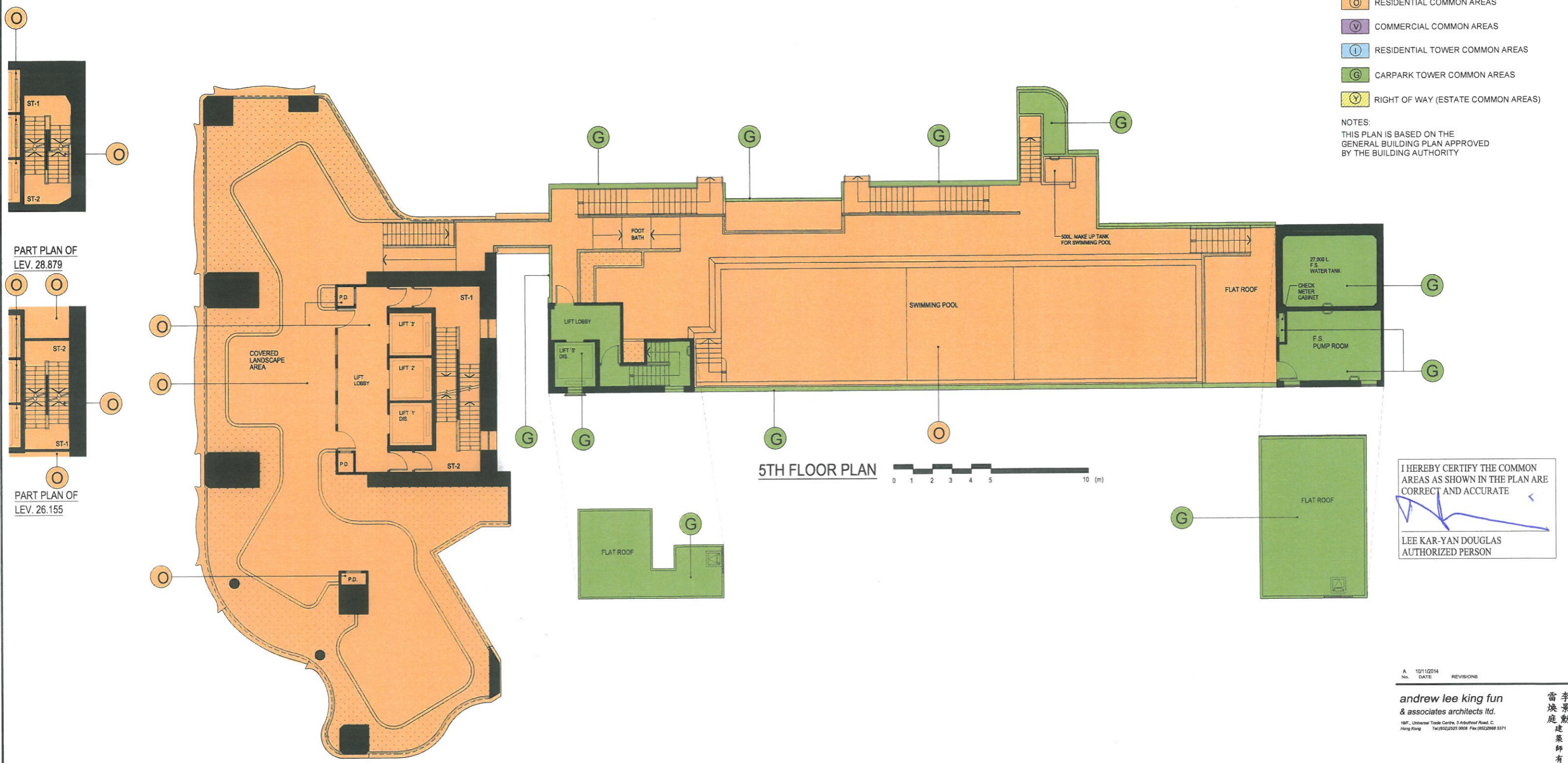
PROPOSED NEW BUILDING NOS. 37A, 37B CADOGAN STREET & NOS. 150 BELCHER'S ST., HONG KONG		
3RD FLOOR PLAN		
DRAWN	C. K. FAN	JOB NO. A-0943
CHECKED		DWG. NO. DMC-04
SCALE	1:200 (A3)	DATE 10/11/2014
DATE	10/11/2014	A

LEGEND:

- R CARPARK COMMON AREAS
- Y ESTATE COMMON AREAS
- O RESIDENTIAL COMMON AREAS
- V COMMERCIAL COMMON AREAS
- I RESIDENTIAL TOWER COMMON AREAS
- G CARPARK TOWER COMMON AREAS
- Y RIGHT OF WAY (ESTATE COMMON AREAS)

NOTES:

THIS PLAN IS BASED ON THE GENERAL BUILDING PLAN APPROVED BY THE BUILDING AUTHORITY



5TH FLOOR PLAN

I HEREBY CERTIFY THE COMMON AREAS AS SHOWN IN THE PLAN ARE CORRECT AND ACCURATE

(Signature)

LEE KAR-YAN DOUGLAS
 AUTHORIZED PERSON

No.	DATE	REVISIONS
A	10/11/2014	

andrew lee king fun & associates architects ltd.

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李景勳建築師有限公司

LOT NO.:
 I.L. 905 S.A. ss.8 RP, I.L. 905 S.A. ss.1 S.N, I.L. 905 S.A. ss.1 S.K, I.L. 905 S.A. ss.1 S.L, I.L. 905 S.A. ss.1 S.P,
 I.L. 905 S.A. ss.1 S.J RP, I.L. 905 S.A. ss.1 S.O RP, I.L. 905 S.A. ss.1 S.D RP, I.L. 905 S.A. ss.1 S.A,
 I.L. 905 S.A. ss.2 RP, I.L. 905 S.A. ss.1 S.B ss.1, I.L. 905 S.A. ss.3 S.A RP, I.L. 905 S.A. ss.1 S.B RP,
 I.L. 905 S.A. ss.3 RP, I.L. 905 S.A. ss.1 S.E RP, I.L. 905 S.A. ss.5 RP, I.L. 905 S.A. ss.1 S.E ss.1,
 I.L. 905 S.A. ss.5 S.A RP, I.L. 905 S.A. ss.1 S.F RP, I.L. 905 S.A. ss.6 RP, I.L. 905 S.A. ss.1 S.F ss.1,
 I.L. 905 S.A. ss.6 S.A RP, I.L. 905 S.A. ss.1 S.C, I.L. 905 S.A. ss.4 RP, I.L. 905 S.A. ss.1 RP, I.L. 905 S.A. ss.9 RP,
 I.L. 905 S.A. ss.1 S.R RP, I.L. 905 S.A. ss.1 S.Q ss.1 RP, I.L. 905 S.A. ss.9 S.A ss.1 RP, I.L. 905 S.A. ss.1 S.Q RP,
 I.L. 905 S.A. ss.9 S.A RP

PROPOSED NEW BUILDING NOS. 37A, 37B CADOGAN STREET & NOS. 150 BELCHER'S ST., HONG KONG		
5TH FLOOR PLAN		
DRAWN	C.K. FAN	JOB NO. A-0943
CHECKED		DWG. NO. DMC-05
SCALE	1:200 (A3)	DATE 10/11/2014
DATE	10/11/2014	



- LEGEND:
- R CARPARK COMMON AREAS
 - Y ESTATE COMMON AREAS
 - O RESIDENTIAL COMMON AREAS
 - V COMMERCIAL COMMON AREAS
 - I RESIDENTIAL TOWER COMMON AREAS
 - G CARPARK TOWER COMMON AREAS
 - Y RIGHT OF WAY (ESTATE COMMON AREAS)

NOTES:
 THIS PLAN IS BASED ON THE
 GENERAL BUILDING PLAN APPROVED
 BY THE BUILDING AUTHORITY

I HEREBY CERTIFY THE
 COMMON AREAS AS SHOWN IN
 THE PLAN ARE CORRECT AND
 ACCURATE

 LEE KAR-YAN DOUGLAS
 AUTHORIZED PERSON

6TH FLOOR PLAN



LOT NO.:
 I.L. 905 S.A ss.8 RP, I.L. 905 S.A ss.1 S.N, I.L. 905 S.A ss.1 S.K, I.L. 905 S.A ss.1 S.L, I.L. 905 S.A ss.1 S.P,
 I.L. 905 S.A ss.1 S.J RP, I.L. 905 S.A ss.1 S.O RP, I.L. 905 S.A ss.1 S.D RP, I.L. 905 S.A ss.1 S.A,
 I.L. 905 S.A ss.2 RP, I.L. 905 S.A ss.1 S.B ss.1, I.L. 905 S.A. ss.3 S.A RP, I.L. 905 S.A ss.1 S.B RP,
 I.L. 905 S.A ss.3 RP, I.L. 905 S.A ss.1 S.E RP, I.L. 905 S.A ss.5 RP, I.L. 905 S.A ss.1 S.E ss.1,
 I.L. 905 S.A ss.5 S.A RP, I.L. 905 S.A ss.1 S.F RP, I.L. 905 S.A ss.6 RP, I.L. 905 S.A ss.1 S.F ss.1,
 I.L. 905 S.A ss.6 S.A RP, I.L. 905 S.A ss.1 S.C, I.L. 905 S.A ss.4 RP, I.L. 905 S.A ss.1 RP, I.L. 905 S.A ss.9 RP,
 I.L. 905 S.A ss.1 S.R RP, I.L. 905 S.A ss.1 S.Q ss.1 RP, I.L. 905 S.A ss.9 S.A ss.1 RP, I.L. 905 S.A ss.1 S.Q RP,
 I.L. 905 S.A ss.9 S.A RP

No.	DATE	REVISIONS
A	10/11/2014	

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建築師有限公司

PROPOSED NEW BUILDING
 NOS. 37A, 37B CADOGAN STREET &
 NOS. 150 BELCHER'S ST., HONG KONG

6TH FLOOR PLANS		
DRAWN	C.K. FAN	JOB NO. A-0943
CHECKED		DWG. NO. DMC-06
SCALE	1:100 (A3)	
DATE	10/11/2014	



LEGEND:
 (P) GREEN AND INNOVATIVE FEATURE OF THE DEVELOPMENT BEING EXEMPTED FROM THE CALCULATION OF THE GROSS FLOOR AREA BY THE BUILDING AUTHORITY

U.P. - UTILITY PLATFORM
 BAL. - BALCONY
 P.F. - PRECAST FACADE
 W.C. - WIDER CORRIDOR
 W.L. - WIDER LIFT LOBBY

I HEREBY CERTIFY THE LOCATION OF GREEN AND INNOVATIVE FEATURE AS SHOWN IN THE PLAN ARE CORRECT AND ACCURATE

[Signature]
 LEE KAR-YAN DOUGLAS
 AUTHORIZED PERSON

6TH FLOOR PLAN



A 10/11/2014
 No. DATE REVISIONS

andrew lee king fun & associates architects ltd.
 18/F., Universal Trade Centre, 3 Ardour Road, C. Hong Kong Tel: (852) 2523 0008 Fax: (852) 2569 6371

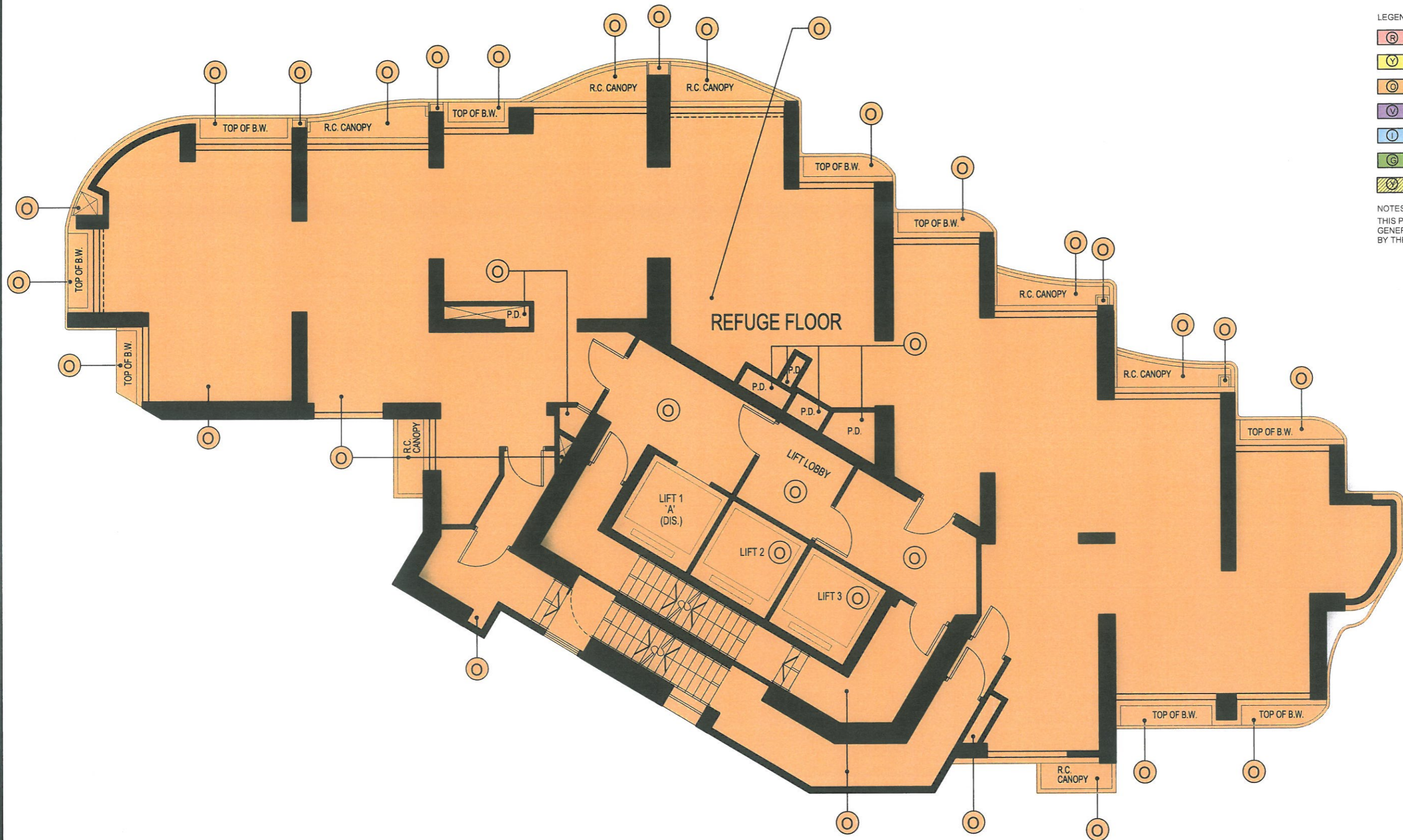
李景勳建築師有限公司

LOT NO.:
 I.L. 905 S A ss 8 RP, I.L. 905 S A ss 1 S N, I.L. 905 S A ss 1 S K, I.L. 905 S A ss 1 S L, I.L. 905 S A ss 1 S P, I.L. 905 S A ss 1 S J RP, I.L. 905 S A ss 1 S O RP, I.L. 905 S A ss 1 S D RP, I.L. 905 S A ss 1 S A, I.L. 905 S A ss 2 RP, I.L. 905 S A ss 1 S B ss 1, I.L. 905 S A ss 3 S A RP, I.L. 905 S A ss 1 S B RP, I.L. 905 S A ss 3 RP, I.L. 905 S A ss 1 S E RP, I.L. 905 S A ss 5 RP, I.L. 905 S A ss 1 S E ss 1, I.L. 905 S A ss 5 S A RP, I.L. 905 S A ss 1 S F RP, I.L. 905 S A ss 6 RP, I.L. 905 S A ss 1 S F ss 1, I.L. 905 S A ss 6 S A RP, I.L. 905 S A ss 1 S C, I.L. 905 S A ss 4 RP, I.L. 905 S A ss 1 RP, I.L. 905 S A ss 9 RP, I.L. 905 S A ss 1 S R RP, I.L. 905 S A ss 1 S Q ss 1 RP, I.L. 905 S A ss 9 S A RP, I.L. 905 S A ss 9 S A RP

PROPOSED NEW BUILDING
 NOS. 37A, 37B CADOGAN STREET &
 NOS. 150 BELCHER'S ST., HONG KONG

6TH FLOOR PLANS

DRAWN	C.K. FAN	JOB NO.	A-0943
CHECKED		DWG. NO.	DMC-06A
SCALE	1:100 (A3)	DATE	10/11/2014



- LEGEND:
- R CARPARK COMMON AREAS
 - Y ESTATE COMMON AREAS
 - O RESIDENTIAL COMMON AREAS
 - V COMMERCIAL COMMON AREAS
 - I RESIDENTIAL TOWER COMMON AREAS
 - G CARPARK TOWER COMMON AREAS
 - X RIGHT OF WAY (ESTATE COMMON AREAS)
- NOTES:
 THIS PLAN IS BASED ON THE
 GENERAL BUILDING PLAN APPROVED
 BY THE BUILDING AUTHORITY

I HEREBY CERTIFY THE
 COMMON AREAS AS SHOWN IN
 THE PLAN ARE CORRECT AND
 ACCURATE

Lee Kar-Yan Douglas

LEE KAR-YAN DOUGLAS
 AUTHORIZED PERSON

No.	DATE	REVISIONS
A	10/11/2014	

andrew lee king fun
 & associates architects ltd.

19/F., Universal Trade Centre, 3 Arduburov Road, C.
 Hong Kong Tel: (852) 2525 0008 Fax: (852) 2968 5371

李景旋
 建築師有限公司

28TH FLOOR PLAN



LOT NO.:

I.L. 905 S.A ss.8 RP, I.L. 905 S.A ss.1 S.N, I.L. 905 S.A ss.1 S.K, I.L. 905 S.A ss.1 S.L, I.L. 905 S.A ss.1 S.P,
 I.L. 905 S.A ss.1 S.J RP, I.L. 905 S.A ss.1 S.O RP, I.L. 905 S.A ss.1 S.D RP, I.L. 905 S.A ss.1 S.A,
 I.L. 905 S.A ss.2 RP, I.L. 905 S.A ss.1 S.B ss.1, I.L. 905 S.A. ss.3 S.A RP, I.L. 905 S.A ss.1 S.B RP,
 I.L. 905 S.A ss.3 RP, I.L. 905 S.A ss.1 S.E RP, I.L. 905 S.A ss.5 RP, I.L. 905 S.A ss.1 S.E ss.1,
 I.L. 905 S.A ss.5 S.A RP, I.L. 905 S.A ss.1 S.F RP, I.L. 905 S.A ss.6 RP, I.L. 905 S.A ss.1 S.F ss.1,
 I.L. 905 S.A ss.6 S.A RP, I.L. 905 S.A ss.1 S.C, I.L. 905 S.A ss.4 RP, I.L. 905 S.A ss.1 RP, I.L. 905 S.A ss.9 RP,
 I.L. 905 S.A ss.1 S.R RP, I.L. 905 S.A ss.1 S.Q ss.1 RP, I.L. 905 S.A ss.9 S.A ss.1 RP, I.L. 905 S.A ss.1 S.Q RP,
 I.L. 905 S.A ss.9 S.A RP

PROPOSED NEW BUILDING
 NOS. 37A, 37B CADOGAN STREET &
 NOS. 150 BELCHER'S ST., HONG KONG

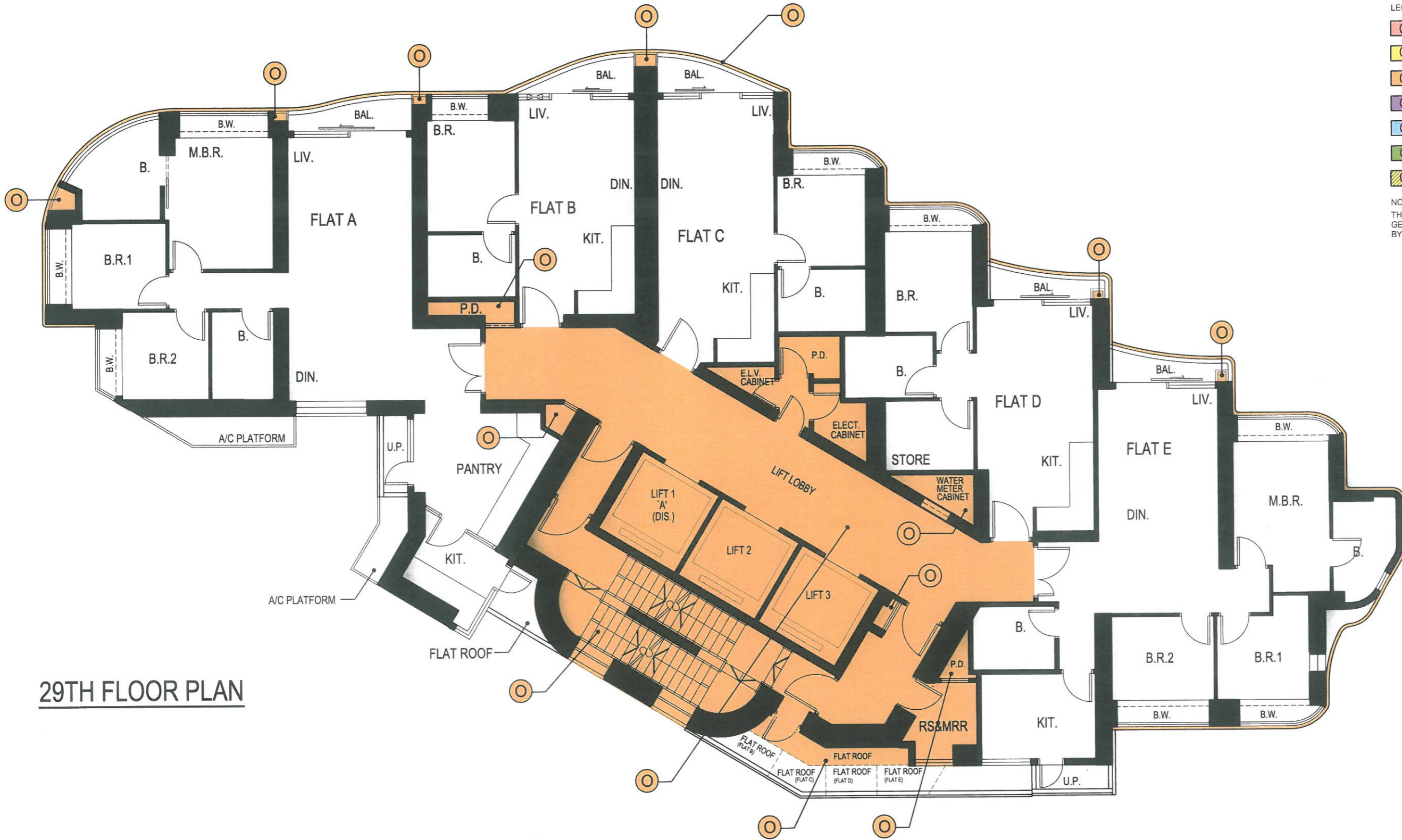
28TH FLOOR PLANS

DRAWN	C.K. FAN	JOB NO.	A-0943
CHECKED		DWG. NO.	DMC-07
SCALE	1:100 (A3)	DATE	10/11/2014

LEGEND:

- R CARPARK COMMON AREAS
- Y ESTATE COMMON AREAS
- O RESIDENTIAL COMMON AREAS
- V COMMERCIAL COMMON AREAS
- I RESIDENTIAL TOWER COMMON AREAS
- G CARPARK TOWER COMMON AREAS
- Y RIGHT OF WAY (ESTATE COMMON AREAS)

NOTES:
 THIS PLAN IS BASED ON THE
 GENERAL BUILDING PLAN APPROVED
 BY THE BUILDING AUTHORITY



I HEREBY CERTIFY THE
 COMMON AREAS AS SHOWN IN
 THE PLAN ARE CORRECT AND
 ACCURATE

 LEE KAR-YAN DOUGLAS
 AUTHORIZED PERSON

29TH FLOOR PLAN

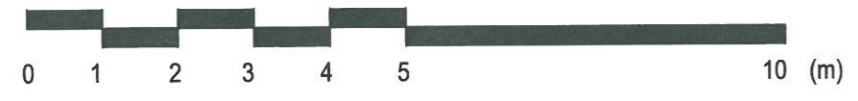
No.	DATE	REVISIONS
A	10/11/2014	

andrew lee king fun
 & associates architects ltd.
 18/F, Universal Trade Centre, 3 Adolphus Road, C.
 Hong Kong Tel: (852) 2523 9008 Fax: (852) 2598 5371

李景勳建築師有限公司

PROPOSED NEW BUILDING
 NOS. 37A, 37B CADOGAN STREET &
 NOS. 150 BELCHER'S ST., HONG KONG

29TH FLOOR PLANS		
DRAWN	C.K. FAN	JOB NO. A-0943
CHECKED		DWG. NO. DMC-08
SCALE	1:100 (A3)	
DATE	10/11/2014	

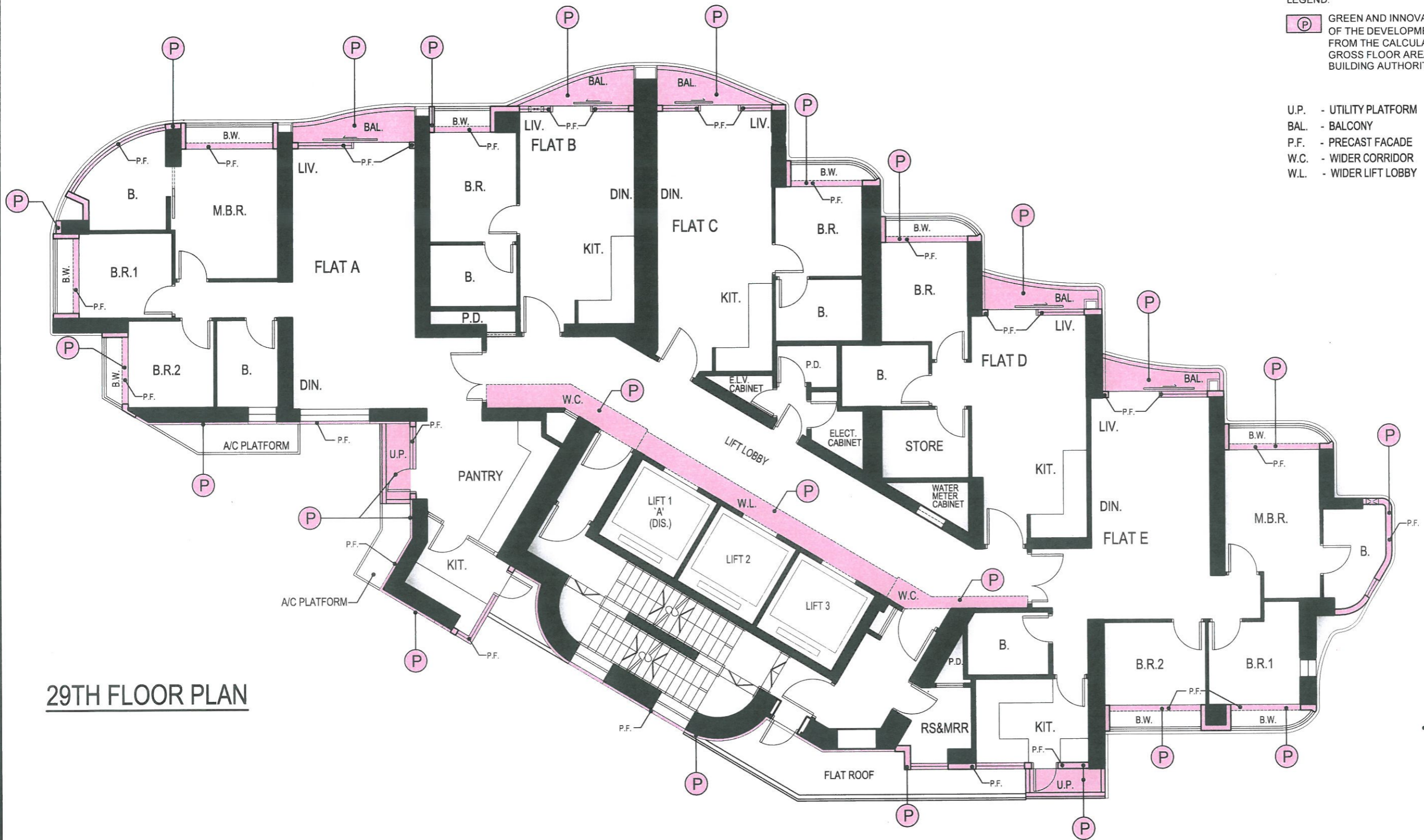


LOT NO.:
 I.L. 905 S.A ss.6 RP, I.L. 905 S.A ss.1 S.N, I.L. 905 S.A ss.1 S.K, I.L. 905 S.A ss.1 S.L, I.L. 905 S.A ss.1 S.P,
 I.L. 905 S.A ss.1 S.J RP, I.L. 905 S.A ss.1 S.O RP, I.L. 905 S.A ss.1 S.D RP, I.L. 905 S.A ss.1 S.A,
 I.L. 905 S.A ss.2 RP, I.L. 905 S.A ss.1 S.B ss.1, I.L. 905 S.A ss.3 S.A RP, I.L. 905 S.A ss.1 S.B RP,
 I.L. 905 S.A ss.3 RP, I.L. 905 S.A ss.1 S.E RP, I.L. 905 S.A ss.5 RP, I.L. 905 S.A ss.1 S.E ss.1,
 I.L. 905 S.A ss.5 S.A RP, I.L. 905 S.A ss.1 S.F RP, I.L. 905 S.A ss.6 RP, I.L. 905 S.A ss.1 S.F ss.1,
 I.L. 905 S.A ss.6 S.A RP, I.L. 905 S.A ss.1 S.C, I.L. 905 S.A ss.4 RP, I.L. 905 S.A ss.1 RP, I.L. 905 S.A ss.9 RP,
 I.L. 905 S.A ss.1 S.R RP, I.L. 905 S.A ss.1 S.Q ss.1 RP, I.L. 905 S.A ss.9 S.A ss.1 RP, I.L. 905 S.A ss.1 S.Q RP,
 I.L. 905 S.A ss.9 S.A RP

LEGEND:

(P) GREEN AND INNOVATIVE FEATURE OF THE DEVELOPMENT BEING EXEMPTED FROM THE CALCULATION OF THE GROSS FLOOR AREA BY THE BUILDING AUTHORITY

U.P. - UTILITY PLATFORM
 BAL. - BALCONY
 P.F. - PRECAST FACADE
 W.C. - WIDER CORRIDOR
 W.L. - WIDER LIFT LOBBY



29TH FLOOR PLAN

I HEREBY CERTIFY THE LOCATION OF GREEN AND INNOVATIVE FEATURE AS SHOWN IN THE PLAN ARE CORRECT AND ACCURATE

[Signature]

LEE KAR-YAN DOUGLAS
 AUTHORIZED PERSON

A 10/11/2014
 No. DATE REVISIONS

andrew lee king fun
 & associates architects ltd.
 19/F, Universal Trade Centre, 3 Ardour Road, C.
 Hong Kong Tel: (852) 2525 9008 Fax: (852) 2525 5371

李景勳
 建築師有限公司



LOT NO:
 I.L. 905 S A ss 8 RP, I.L. 905 S A ss 1 SN, I.L. 905 S A ss 1 SK, I.L. 905 S A ss 1 SL, I.L. 905 S A ss 1 SP,
 I.L. 905 S A ss 1 SJ RP, I.L. 905 S A ss 1 SO RP, I.L. 905 S A ss 1 SD RP, I.L. 905 S A ss 1 SA,
 I.L. 905 S A ss 2 RP, I.L. 905 S A ss 1 SB ss 1, I.L. 905 S A ss 3 SA RP, I.L. 905 S A ss 1 SB RP,
 I.L. 905 S A ss 3 RP, I.L. 905 S A ss 1 SE RP, I.L. 905 S A ss 5 RP, I.L. 905 S A ss 1 SE ss 1,
 I.L. 905 S A ss 5 SA RP, I.L. 905 S A ss 1 SF RP, I.L. 905 S A ss 6 RP, I.L. 905 S A ss 1 SF ss 1,
 I.L. 905 S A ss 6 SA RP, I.L. 905 S A ss 1 SC, I.L. 905 S A ss 4 RP, I.L. 905 S A ss 1 SF ss 1,
 I.L. 905 S A ss 1 SR RP, I.L. 905 S A ss 1 SQ ss 1 RP, I.L. 905 S A ss 9 SA ss 1 RP, I.L. 905 S A ss 1 SQ RP,
 I.L. 905 S A ss 9 SA RP

PROPOSED NEW BUILDING
 NOS. 37A, 37B CADOGAN STREET &
 NOS. 150 BELCHER'S ST., HONG KONG

29TH FLOOR PLANS		
DRAWN	C.K. FAN	JOB NO. A-0943
CHECKED		DWG. NO. DMC-08A
SCALE	1:100 (A3)	DATE 10/11/2014

- LEGEND:
- R CARPARK COMMON AREAS
 - Y ESTATE COMMON AREAS
 - O RESIDENTIAL COMMON AREAS
 - V COMMERCIAL COMMON AREAS
 - I RESIDENTIAL TOWER COMMON AREAS
 - G CARPARK TOWER COMMON AREAS
 - X RIGHT OF WAY (ESTATE COMMON AREAS)

NOTES:
 THIS PLAN IS BASED ON THE
 GENERAL BUILDING PLAN APPROVED
 BY THE BUILDING AUTHORITY



I HEREBY CERTIFY THE
 COMMON AREAS AS SHOWN IN
 THE PLAN ARE CORRECT AND
 ACCURATE

Lee Kar Yan Douglas
 LEE KAR YAN DOUGLAS
 AUTHORIZED PERSON

No.	DATE	REVISIONS
A	10/11/2014	

andrew lee king fun
 & associates architects ltd.

18/F., Universal Trade Centre, 3 Ardouin Road, C.
 Hong Kong Tel: (852) 2523 9008 Fax: (852) 2569 5371

李景勳建築師有限公司

7TH-27TH, 30TH-47TH FLOOR PLAN



LOT NO.:
 I.L. 905 S.A ss.8 RP, I.L. 905 S.A ss.1 S.N, I.L. 905 S.A ss.1 S.K, I.L. 905 S.A ss.1 S.L, I.L. 905 S.A ss.1 S.P,
 I.L. 905 S.A ss.1 S.J RP, I.L. 905 S.A ss.1 S.O RP, I.L. 905 S.A ss.1 S.D RP, I.L. 905 S.A ss.1 S.A,
 I.L. 905 S.A ss.2 RP, I.L. 905 S.A ss.1 S.B ss.1, I.L. 905 S.A ss.3 S.A RP, I.L. 905 S.A ss.1 S.B RP,
 I.L. 905 S.A ss.3 RP, I.L. 905 S.A ss.1 S.E RP, I.L. 905 S.A ss.5 RP, I.L. 905 S.A ss.1 S.E ss.1,
 I.L. 905 S.A ss.5 S.A RP, I.L. 905 S.A ss.1 S.F RP, I.L. 905 S.A ss.6 RP, I.L. 905 S.A ss.1 S.F ss.1,
 I.L. 905 S.A ss.6 S.A RP, I.L. 905 S.A ss.1 S.C, I.L. 905 S.A ss.4 RP, I.L. 905 S.A ss.1 RP, I.L. 905 S.A ss.9 RP,
 I.L. 905 S.A ss.1 S.R RP, I.L. 905 S.A ss.1 S.Q RP, I.L. 905 S.A ss.9 S.A ss.1 RP, I.L. 905 S.A ss.1 S.Q RP,
 I.L. 905 S.A ss.9 S.A RP

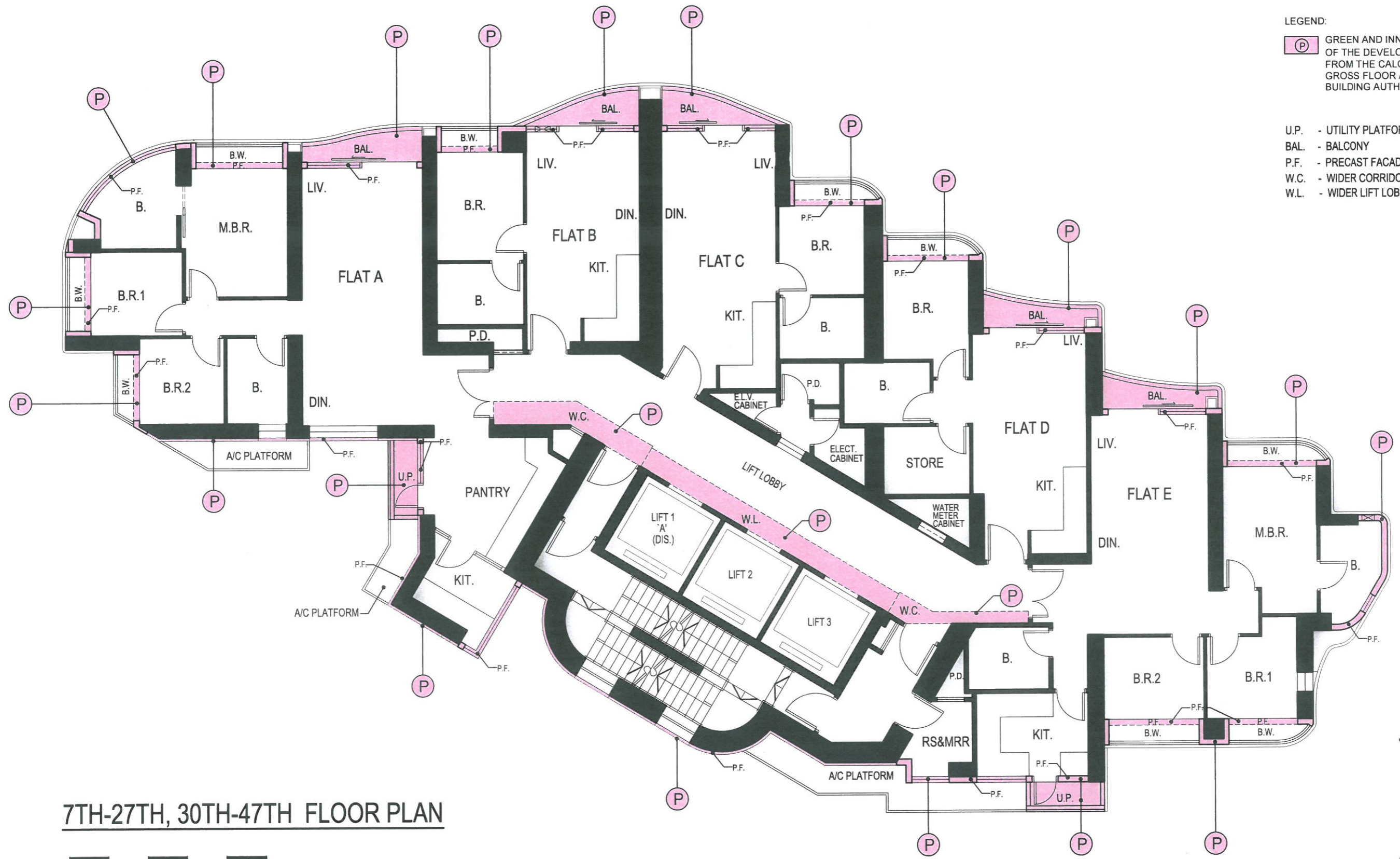
PROPOSED NEW BUILDING
 NOS. 37A, 37B CADOGAN STREET &
 NOS. 150 BELCHER'S ST., HONG KONG

7-27TH & 30-47TH FLOOR PLANS

DRAWN	C.K. FAN	JOB NO.	A-0943
CHECKED		DWG. NO.	DMC-09
SCALE	1:100 (A3)	DATE	10/11/2014

LEGEND:
 (P) GREEN AND INNOVATIVE FEATURE OF THE DEVELOPMENT BEING EXEMPTED FROM THE CALCULATION OF THE GROSS FLOOR AREA BY THE BUILDING AUTHORITY

U.P. - UTILITY PLATFORM
 BAL. - BALCONY
 P.F. - PRECAST FACADE
 W.C. - WIDER CORRIDOR
 W.L. - WIDER LIFT LOBBY



I HEREBY CERTIFY THE LOCATION OF GREEN AND INNOVATIVE FEATURE AS SHOWN IN THE PLAN ARE CORRECT AND ACCURATE

(Signature)

LEE KAR-YAN DOUGLAS
 AUTHORIZED PERSON

A 10/11/2014
 No. DATE REVISIONS

andrew lee king fun
 & associates architects ltd.
 18/F., Universal Trade Centre, 3 Adair Road, C.
 Hong Kong Tel: (852) 2523 0008 Fax: (852) 2523 5371

李景勳
 建築師有限公司

7TH-27TH, 30TH-47TH FLOOR PLAN



LOT NO:
 I.L. 905 S A ss. 8 RP, I.L. 905 S A ss. 1 S N, I.L. 905 S A ss. 1 S K, I.L. 905 S A ss. 1 S L, I.L. 905 S A ss. 1 S P,
 I.L. 905 S A ss. 1 S J RP, I.L. 905 S A ss. 1 S O RP, I.L. 905 S A ss. 1 S D RP, I.L. 905 S A ss. 1 S A,
 I.L. 905 S A ss. 2 RP, I.L. 905 S A ss. 1 S B ss. 1, I.L. 905 S A ss. 3 S A RP, I.L. 905 S A ss. 1 S B RP,
 I.L. 905 S A ss. 3 RP, I.L. 905 S A ss. 1 S E RP, I.L. 905 S A ss. 5 RP, I.L. 905 S A ss. 1 S E ss. 1,
 I.L. 905 S A ss. 5 S A RP, I.L. 905 S A ss. 1 S F RP, I.L. 905 S A ss. 6 RP, I.L. 905 S A ss. 1 S F ss. 1,
 I.L. 905 S A ss. 6 S A RP, I.L. 905 S A ss. 1 S C, I.L. 905 S A ss. 4 RP, I.L. 905 S A ss. 1 RP, I.L. 905 S A ss. 9 RP,
 I.L. 905 S A ss. 1 S R RP, I.L. 905 S A ss. 1 S Q ss. 1 RP, I.L. 905 S A ss. 9 S A ss. 1 RP, I.L. 905 S A ss. 1 S Q RP,
 I.L. 905 S A ss. 9 S A RP

PROPOSED NEW BUILDING
 NOS. 37A, 37B CADOGAN STREET &
 NOS. 150 BELCHER'S ST., HONG KONG

7-27TH & 30-47TH FLOOR PLANS

DRAWN	C.K. FAN	JOB NO.	A-0943
CHECKED		DWG. NO.	DMC-09A
SCALE	1:100 (A3)	DATE	10/11/2014

- LEGEND:
- R CARPARK COMMON AREAS
 - Y ESTATE COMMON AREAS
 - O RESIDENTIAL COMMON AREAS
 - V COMMERCIAL COMMON AREAS
 - I RESIDENTIAL TOWER COMMON AREAS
 - G CARPARK TOWER COMMON AREAS
 - X RIGHT OF WAY (ESTATE COMMON AREAS)
- NOTES:
 THIS PLAN IS BASED ON THE GENERAL BUILDING PLAN APPROVED BY THE BUILDING AUTHORITY



I HEREBY CERTIFY THE COMMON AREAS AS SHOWN IN THE PLAN ARE CORRECT AND ACCURATE

Lee Kar-Yan Douglas

LEE KAR-YAN DOUGLAS
 AUTHORIZED PERSON

48TH FLOOR PLAN

No.	DATE	REVISIONS
A	10/11/2014	

andrew lee king fun & associates architects ltd.
 19/F, Universal Trade Centre, 3 Ardubrod Road, C. Hong Kong
 Tel: (852) 2525 0008 Fax: (852) 2658 5371

李景勳建築師有限公司

PROPOSED NEW BUILDING
 NOS. 37A, 37B CADOGAN STREET &
 NOS. 150 BELCHER'S ST., HONG KONG

48TH FLOOR PLANS		
DRAWN	C.K. FAN	JOB NO. A-0943
CHECKED		DWG. NO. DMC-10
SCALE	1:100 (A3)	
DATE	10/11/2014	

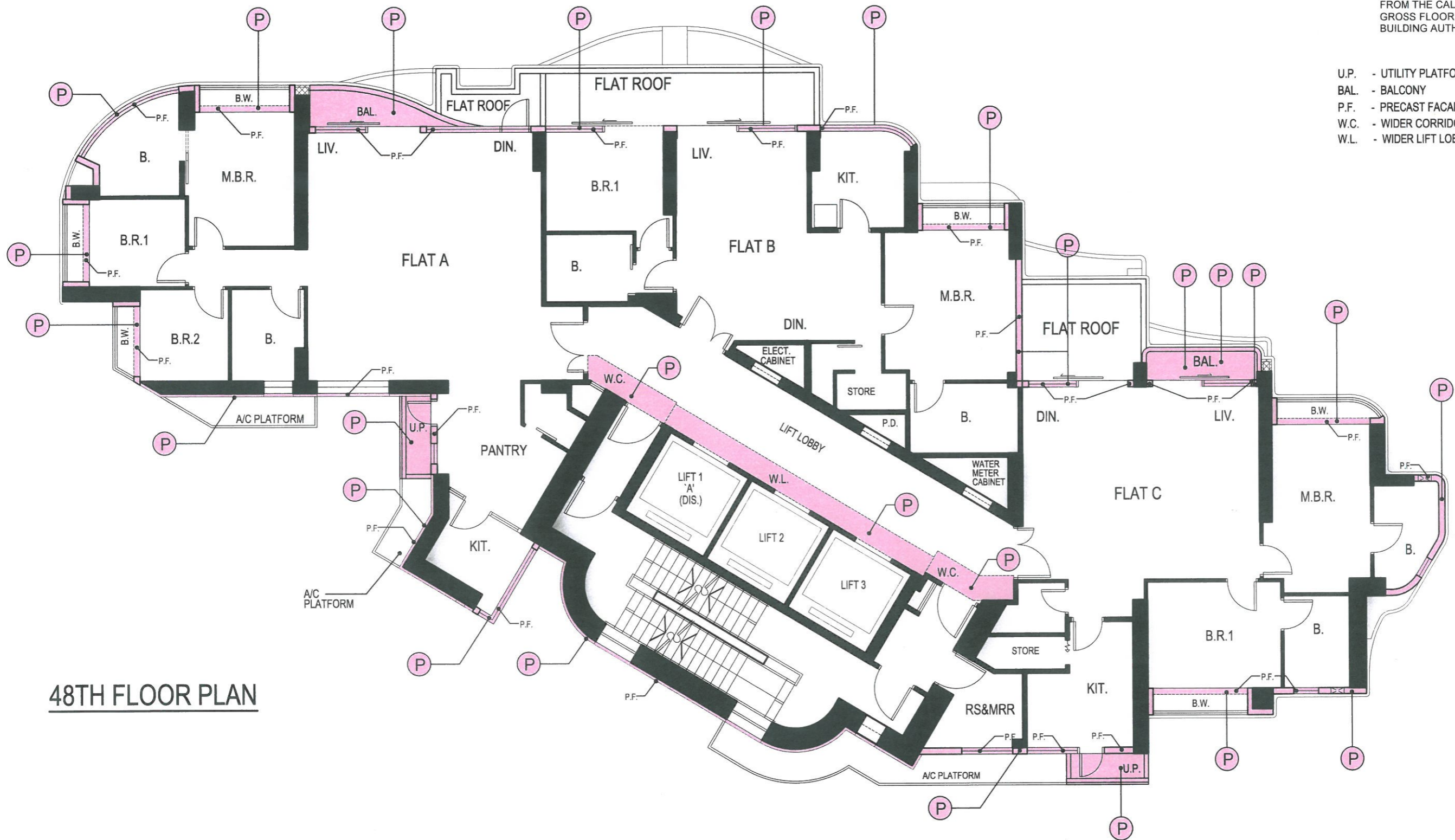


LOT NO.:
 I.L. 905 S.A ss.8 RP, I.L. 905 S.A ss.1 S.N, I.L. 905 S.A ss.1 S.K, I.L. 905 S.A ss.1 S.L, I.L. 905 S.A ss.1 S.P,
 I.L. 905 S.A ss.1 S.J RP, I.L. 905 S.A ss.1 S.O RP, I.L. 905 S.A ss.1 S.D RP, I.L. 905 S.A ss.1 S.A,
 I.L. 905 S.A ss.2 RP, I.L. 905 S.A ss.1 S.B ss.1, I.L. 905 S.A ss.3 S.A RP, I.L. 905 S.A ss.1 S.B RP,
 I.L. 905 S.A ss.3 RP, I.L. 905 S.A ss.1 S.E RP, I.L. 905 S.A ss.5 RP, I.L. 905 S.A ss.1 S.E ss.1,
 I.L. 905 S.A ss.5 S.A RP, I.L. 905 S.A ss.1 S.F RP, I.L. 905 S.A ss.6 RP, I.L. 905 S.A ss.1 S.F ss.1,
 I.L. 905 S.A ss.6 S.A RP, I.L. 905 S.A ss.1 S.C, I.L. 905 S.A ss.4 RP, I.L. 905 S.A ss.1 RP, I.L. 905 S.A ss.9 RP,
 I.L. 905 S.A ss.1 S.R RP, I.L. 905 S.A ss.1 S.Q ss.1 RP, I.L. 905 S.A ss.9 S.A ss.1 RP, I.L. 905 S.A ss.1 S.Q RP,
 I.L. 905 S.A ss.9 S.A RP

LEGEND:

(P) GREEN AND INNOVATIVE FEATURE OF THE DEVELOPMENT BEING EXEMPTED FROM THE CALCULATION OF THE GROSS FLOOR AREA BY THE BUILDING AUTHORITY

U.P. - UTILITY PLATFORM
 BAL. - BALCONY
 P.F. - PRECAST FACADE
 W.C. - WIDER CORRIDOR
 W.L. - WIDER LIFT LOBBY



I HEREBY CERTIFY THE LOCATION OF GREEN AND INNOVATIVE FEATURE AS SHOWN IN THE PLAN ARE CORRECT AND ACCURATE

(Signature)

LEE KAR-YAN DOUGLAS
 AUTHORIZED PERSON

48TH FLOOR PLAN



No.	DATE	REVISIONS
A	10/11/2014	

andrew lee king fun
 & associates architects ltd.

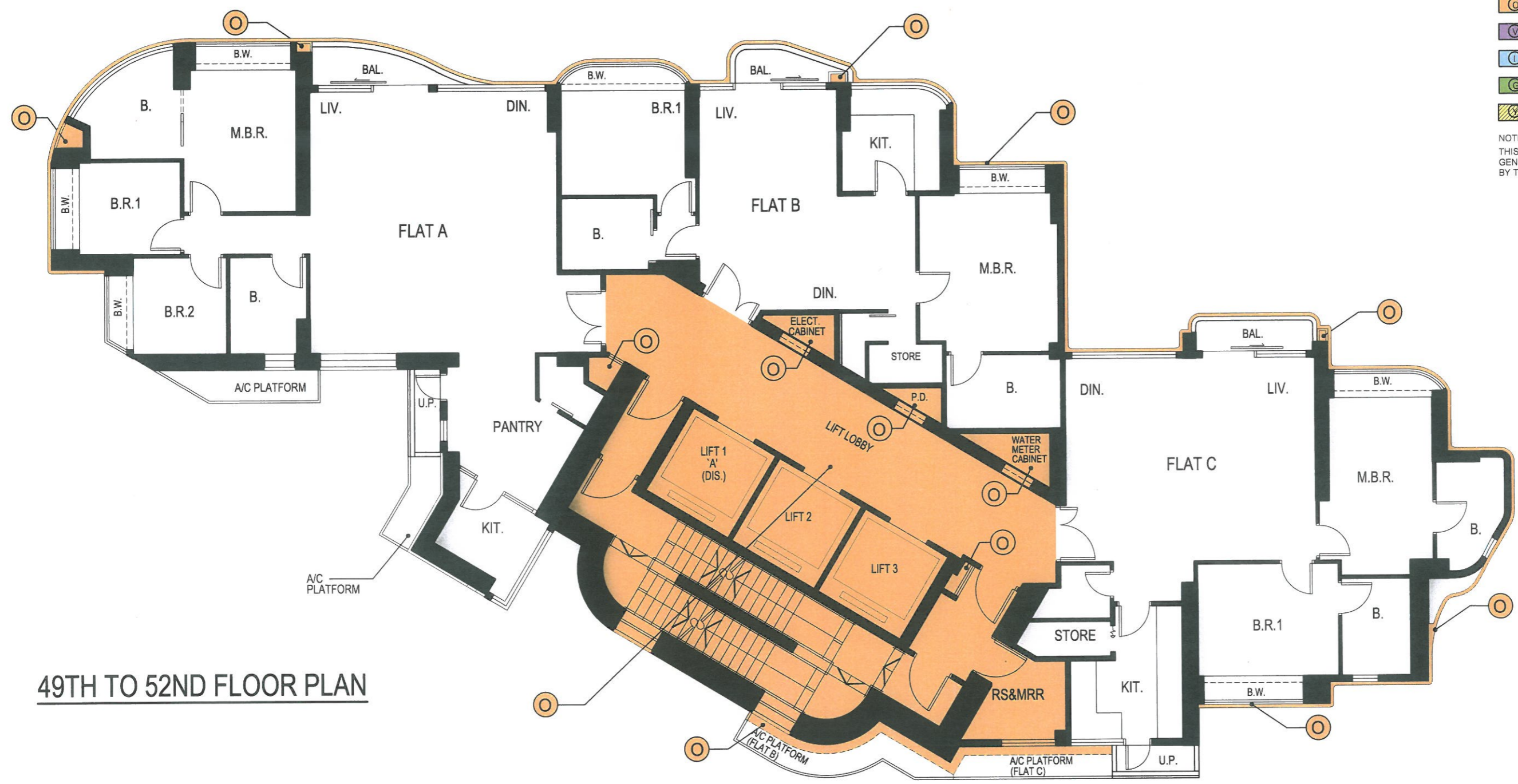
18/F, Universal Trade Centre, 3 Ardour Road, C.
 Hong Kong Tel: (852) 2525 9008 Fax: (852) 2668 5371

李景勳
 建築師有限公司

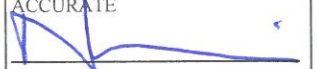
PROPOSED NEW BUILDING NOS. 37A, 37B CADOGAN STREET & NOS. 150 BELCHER'S ST., HONG KONG		
48TH FLOOR PLANS		
DRAWN	C.K. FAN	JOB NO. A-0943
CHECKED		DWG. NO. DMC-10A
SCALE	1:100 (A3)	
DATE	10/11/2014	

LOT NO:
 I.L. 905 S A ss 8 RP, I.L. 905 S A ss 1 S N, I.L. 905 S A ss 1 S K, I.L. 905 S A ss 1 S L, I.L. 905 S A ss 1 S P,
 I.L. 905 S A ss 1 S J RP, I.L. 905 S A ss 1 S O RP, I.L. 905 S A ss 1 S D RP, I.L. 905 S A ss 1 S A,
 I.L. 905 S A ss 2 RP, I.L. 905 S A ss 1 S B ss 1, I.L. 905 S A ss 3 S A RP, I.L. 905 S A ss 1 S B RP,
 I.L. 905 S A ss 3 RP, I.L. 905 S A ss 1 S E RP, I.L. 905 S A ss 5 RP, I.L. 905 S A ss 1 S E ss 1,
 I.L. 905 S A ss 5 S A RP, I.L. 905 S A ss 1 S F RP, I.L. 905 S A ss 6 RP, I.L. 905 S A ss 1 S F ss 1,
 I.L. 905 S A ss 6 S A RP, I.L. 905 S A ss 1 S C, I.L. 905 S A ss 4 RP, I.L. 905 S A ss 1 RP, I.L. 905 S A ss 9 RP,
 I.L. 905 S A ss 1 S R RP, I.L. 905 S A ss 1 S Q ss 1 RP, I.L. 905 S A ss 9 S A ss 1 RP, I.L. 905 S A ss 1 S Q RP,
 I.L. 905 S A ss 9 S A RP

- LEGEND:
-  CARPARK COMMON AREAS
 -  ESTATE COMMON AREAS
 -  RESIDENTIAL COMMON AREAS
 -  COMMERCIAL COMMON AREAS
 -  RESIDENTIAL TOWER COMMON AREAS
 -  CARPARK TOWER COMMON AREAS
 -  RIGHT OF WAY (ESTATE COMMON AREAS)
- NOTES:
 THIS PLAN IS BASED ON THE GENERAL BUILDING PLAN APPROVED BY THE BUILDING AUTHORITY



I HEREBY CERTIFY THE COMMON AREAS AS SHOWN IN THE PLAN ARE CORRECT AND ACCURATE



LEE KAR YAN DOUGLAS
 AUTHORIZED PERSON

49TH TO 52ND FLOOR PLAN

No.	DATE	REVISIONS
A	10/11/2014	

andrew lee king fun & associates architects ltd.
 19/F., Universal Trade Centre, 3 Arbuzoff Road, C. Hong Kong
 Tel: (852) 2525 0008 Fax: (852) 2558 5371

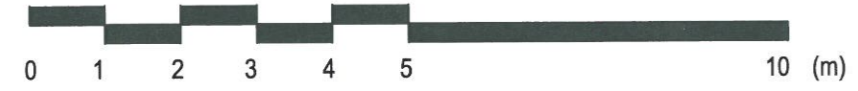
李景勳建築師有限公司

PROPOSED NEW BUILDING
 NOS. 37A, 37B CADOGAN STREET &
 NOS. 150 BELCHER'S ST., HONG KONG

49TH - 52ND FLOOR PLANS

DRAWN	C.K. FAN	JOB NO.	A-0943
CHECKED		DWG. NO.	DMC-11
SCALE	1:100 (A3)	DATE	10/11/2014

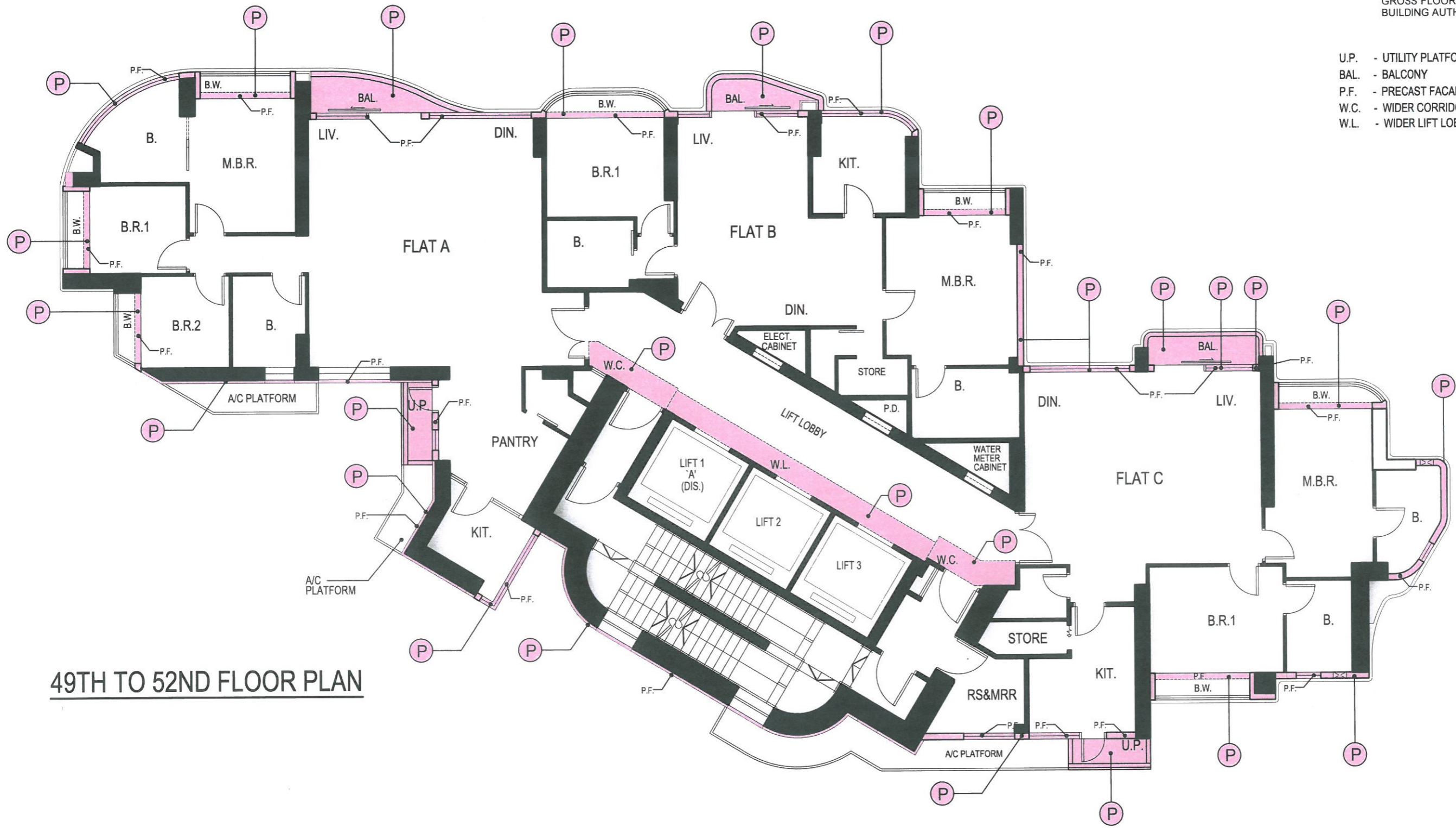
LOT NO.:
 I.L. 905 S.A ss.8 RP, I.L. 905 S.A ss.1 S.N, I.L. 905 S.A ss.1 S.K, I.L. 905 S.A ss.1 S.L, I.L. 905 S.A ss.1 S.P,
 I.L. 905 S.A ss.1 S.J RP, I.L. 905 S.A ss.1 S.O RP, I.L. 905 S.A ss.1 S.D RP, I.L. 905 S.A ss.1 S.A,
 I.L. 905 S.A ss.2 RP, I.L. 905 S.A ss.1 S.B ss.1, I.L. 905 S.A. ss.3 S.A RP, I.L. 905 S.A ss.1 S.B RP,
 I.L. 905 S.A ss.3 RP, I.L. 905 S.A ss.1 S.E RP, I.L. 905 S.A ss.5 RP, I.L. 905 S.A ss.1 S.E ss.1,
 I.L. 905 S.A ss.5 S.A RP, I.L. 905 S.A ss.1 S.F RP, I.L. 905 S.A ss.6 RP, I.L. 905 S.A ss.1 S.F ss.1,
 I.L. 905 S.A ss.6 S.A RP, I.L. 905 S.A ss.1 S.C, I.L. 905 S.A ss.4 RP, I.L. 905 S.A ss.1 RP, I.L. 905 S.A ss.9 RP,
 I.L. 905 S.A ss.1 S.R RP, I.L. 905 S.A ss.1 S.Q ss.1 RP, I.L. 905 S.A ss.9 S.A ss.1 RP, I.L. 905 S.A ss.1 S.Q RP,
 I.L. 905 S.A ss.9 S.A RP



LEGEND:

(P) GREEN AND INNOVATIVE FEATURE OF THE DEVELOPMENT BEING EXEMPTED FROM THE CALCULATION OF THE GROSS FLOOR AREA BY THE BUILDING AUTHORITY

U.P. - UTILITY PLATFORM
 BAL. - BALCONY
 P.F. - PRECAST FACADE
 W.C. - WIDER CORRIDOR
 W.L. - WIDER LIFT LOBBY



I HEREBY CERTIFY THE LOCATION OF GREEN AND INNOVATIVE FEATURE AS SHOWN IN THE PLAN ARE CORRECT AND ACCURATE

(Signature)

LEE KAR-YAN DOUGLAS
 AUTHORIZED PERSON

49TH TO 52ND FLOOR PLAN



No.	DATE	REVISIONS
A	10/11/2014	

andrew lee king fun & associates architects ltd.
 18/F., Universal Trade Centre, 3 Ardouin Road, C. Hong Kong
 Tel: (852) 2525 9008 Fax: (852) 2525 9371

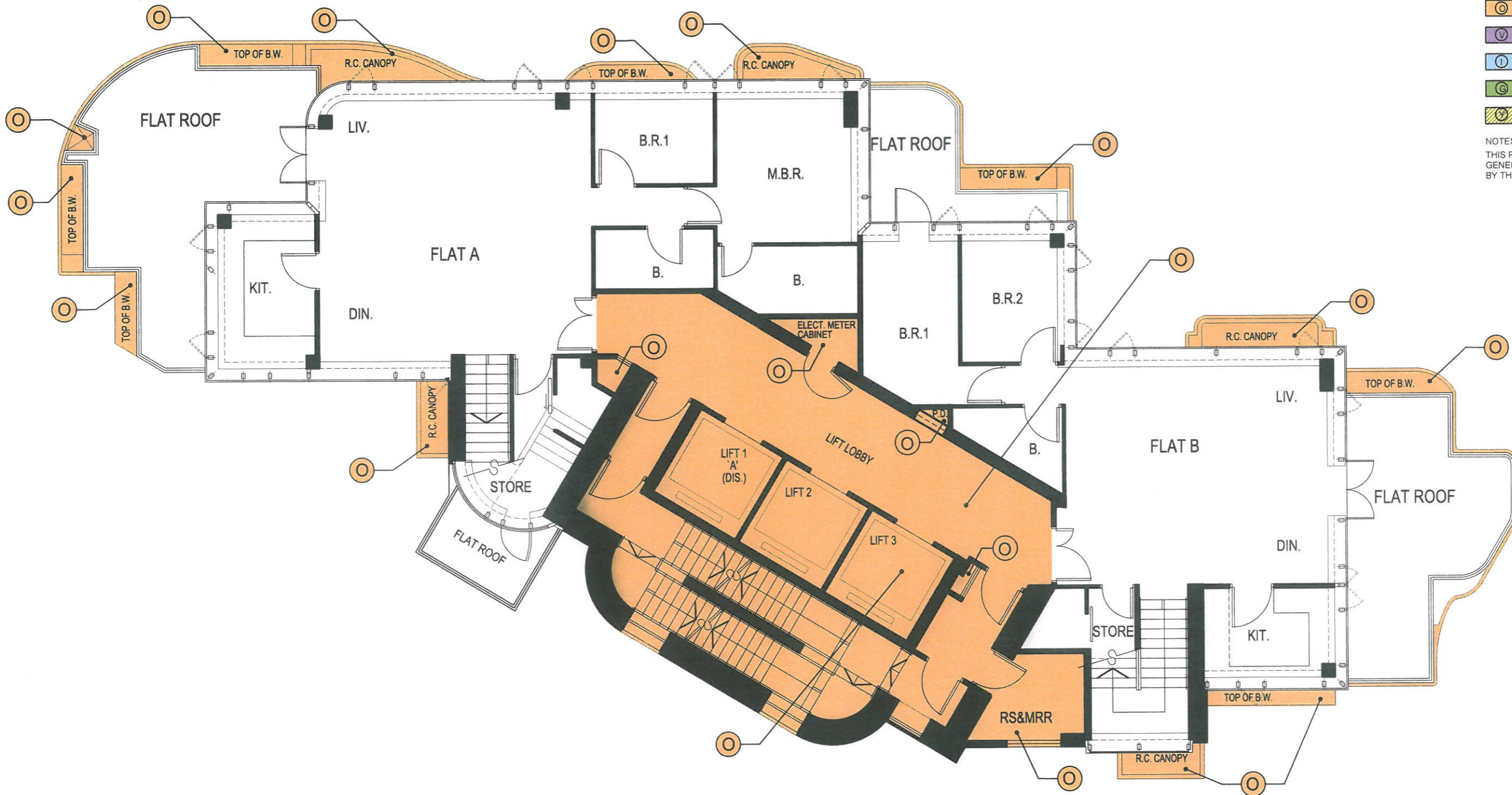
李景勳建築師有限公司

PROPOSED NEW BUILDING NOS. 37A, 37B CADOGAN STREET & NOS. 150 BELCHER'S ST., HONG KONG		
49TH - 52ND FLOOR PLANS		
DRAWN	C.K. FAN	JOB NO. A-0943
CHECKED		DWG. NO. DMC-11A
SCALE	1:100 (A3)	DATE 10/11/2014

LOT NO:
 I.L. 905 S A ss 8 RP, I.L. 905 S A ss 1 S N, I.L. 905 S A ss 1 S K, I.L. 905 S A ss 1 S L, I.L. 905 S A ss 1 S P,
 I.L. 905 S A ss 1 S J RP, I.L. 905 S A ss 1 S O RP, I.L. 905 S A ss 1 S D RP, I.L. 905 S A ss 1 S A,
 I.L. 905 S A ss 2 RP, I.L. 905 S A ss 1 S B ss 1, I.L. 905 S A ss 3 S A RP, I.L. 905 S A ss 1 S B RP,
 I.L. 905 S A ss 3 RP, I.L. 905 S A ss 1 S E RP, I.L. 905 S A ss 5 RP, I.L. 905 S A ss 1 S E ss 1,
 I.L. 905 S A ss 5 S A RP, I.L. 905 S A ss 1 S F RP, I.L. 905 S A ss 6 RP, I.L. 905 S A ss 1 S F ss 1,
 I.L. 905 S A ss 6 S A RP, I.L. 905 S A ss 1 S C, I.L. 905 S A ss 4 RP, I.L. 905 S A ss 1 RP, I.L. 905 S A ss 9 RP,
 I.L. 905 S A ss 1 S R RP, I.L. 905 S A ss 1 S Q ss 1 RP, I.L. 905 S A ss 9 S A ss 1 RP, I.L. 905 S A ss 1 S Q RP,
 I.L. 905 S A ss 9 S A RP

- LEGEND:
- CARPARK COMMON AREAS
 - ESTATE COMMON AREAS
 - RESIDENTIAL COMMON AREAS
 - COMMERCIAL COMMON AREAS
 - RESIDENTIAL TOWER COMMON AREAS
 - CARPARK TOWER COMMON AREAS
 - RIGHT OF WAY (ESTATE COMMON AREAS)

NOTES:
 THIS PLAN IS BASED ON THE
 GENERAL BUILDING PLAN APPROVED
 BY THE BUILDING AUTHORITY



I HEREBY CERTIFY THE
 COMMON AREAS AS SHOWN IN
 THE PLAN ARE CORRECT AND
 ACCURATE

(Signature)
 LEE KAR-YAN DOUGLAS
 AUTHORIZED PERSON

No.	DATE	REVISIONS
A	10/11/2014	

andrew lee king fun
 & associates architects ltd.

18/F., Universal Trade Centre, 3 Ardubrook Road, C.
 Hong Kong Tel: (852) 2525 0068 Fax: (852) 2618 5371

李景勳
 建築師有限公司

53RD FLOOR PLAN



LOT NO.:
 I.L. 905 S.A ss.8 RP, I.L. 905 S.A ss.1 S.N, I.L. 905 S.A ss.1 S.K, I.L. 905 S.A ss.1 S.L, I.L. 905 S.A ss.1 S.P,
 I.L. 905 S.A ss.1 S.J RP, I.L. 905 S.A ss.1 S.O RP, I.L. 905 S.A ss.1 S.D RP, I.L. 905 S.A ss.1 S.A,
 I.L. 905 S.A ss.2 RP, I.L. 905 S.A ss.1 S.B ss.1, I.L. 905 S.A ss.3 S.A RP, I.L. 905 S.A ss.1 S.B RP,
 I.L. 905 S.A ss.3 RP, I.L. 905 S.A ss.1 S.E RP, I.L. 905 S.A ss.5 RP, I.L. 905 S.A ss.1 S.E ss.1,
 I.L. 905 S.A ss.5 S.A RP, I.L. 905 S.A ss.1 S.F RP, I.L. 905 S.A ss.6 RP, I.L. 905 S.A ss.1 S.F ss.1,
 I.L. 905 S.A ss.6 S.A RP, I.L. 905 S.A ss.1 S.C, I.L. 905 S.A ss.4 RP, I.L. 905 S.A ss.1 RP, I.L. 905 S.A ss.9 RP,
 I.L. 905 S.A ss.1 S.R RP, I.L. 905 S.A ss.1 S.Q ss.1 RP, I.L. 905 S.A ss.9 S.A ss.1 RP, I.L. 905 S.A ss.1 S.Q RP,
 I.L. 905 S.A ss.9 S.A RP

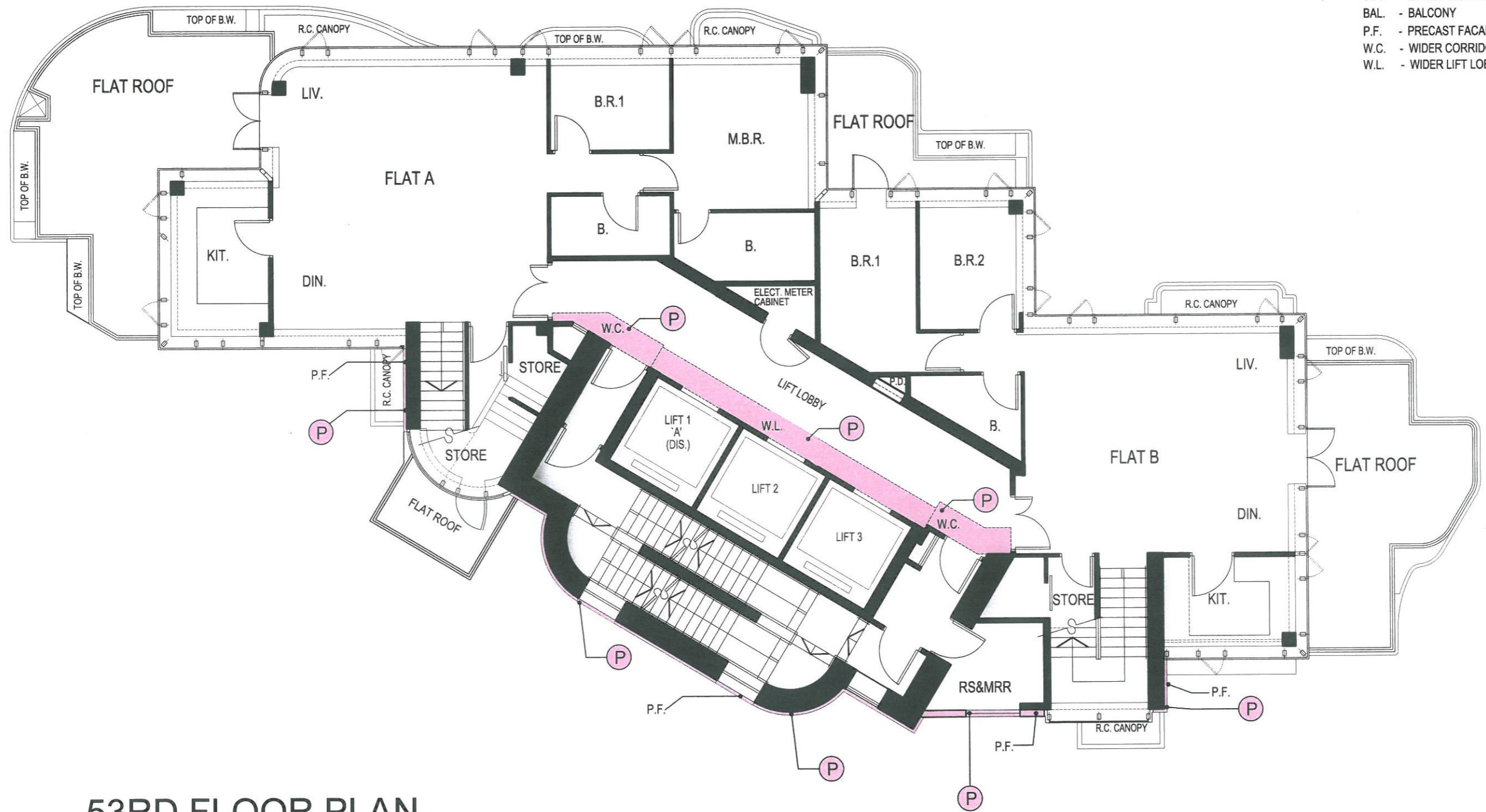
PROPOSED NEW BUILDING
 NOS. 37A, 37B CADOGAN STREET &
 NOS. 150 BELCHER'S ST., HONG KONG

53RD FLOOR PLANS	
DRAWN	C.K. FAN
CHECKED	
SCALE	1:100 (A3)
DATE	10/11/2014
JOB NO.	A-0943
DWG. NO.	DMC-12

LEGEND:

(P) GREEN AND INNOVATIVE FEATURE OF THE DEVELOPMENT BEING EXEMPTED FROM THE CALCULATION OF THE GROSS FLOOR AREA BY THE BUILDING AUTHORITY

U.P. - UTILITY PLATFORM
 BAL. - BALCONY
 P.F. - PRECAST FACADE
 W.C. - WIDER CORRIDOR
 W.L. - WIDER LIFT LOBBY



I HEREBY CERTIFY THE LOCATION OF GREEN AND INNOVATIVE FEATURE AS SHOWN IN THE PLAN ARE CORRECT AND ACCURATE

(Signature)

LEE KAR-YAN DOUGLAS
 AUTHORIZED PERSON

No.	DATE	REVISIONS
A	10/11/2014	

andrew lee king fun
 & associates architects ltd.

18/F., Universal Trade Centre, 3 Ardour Road, C.
 Hong Kong Tel: (852) 2525 0008 Fax: (852) 2668 5371

李景勳
 建築師有限公司

53RD FLOOR PLAN



LOT NO.:
 I.L. 905 SA ss 8 RP, I.L. 905 SA ss 1 SN, I.L. 905 SA ss 1 SK, I.L. 905 SA ss 1 SL, I.L. 905 SA ss 1 SP,
 I.L. 905 SA ss 1 SJ RP, I.L. 905 SA ss 1 SO RP, I.L. 905 SA ss 1 SD RP, I.L. 905 SA ss 1 SA,
 I.L. 905 SA ss 2 RP, I.L. 905 SA ss 1 SB ss 1, I.L. 905 SA ss 3 SA RP, I.L. 905 SA ss 1 SB RP,
 I.L. 905 SA ss 3 RP, I.L. 905 SA ss 1 SE RP, I.L. 905 SA ss 5 RP, I.L. 905 SA ss 1 SE ss 1,
 I.L. 905 SA ss 5 SA RP, I.L. 905 SA ss 1 SF RP, I.L. 905 SA ss 6 RP, I.L. 905 SA ss 1 SF ss 1,
 I.L. 905 SA ss 6 SA RP, I.L. 905 SA ss 1 SC, I.L. 905 SA ss 4 RP, I.L. 905 SA ss 1 RP, I.L. 905 SA ss 9 RP,
 I.L. 905 SA ss 1 SR RP, I.L. 905 SA ss 1 SQ ss 1 RP, I.L. 905 SA ss 9 SA ss 1 RP, I.L. 905 SA ss 1 SQ RP,
 I.L. 905 SA ss 9 SA RP

PROPOSED NEW BUILDING
 NOS. 37A, 37B CADOGAN STREET &
 NOS. 150 BELCHER'S ST., HONG KONG

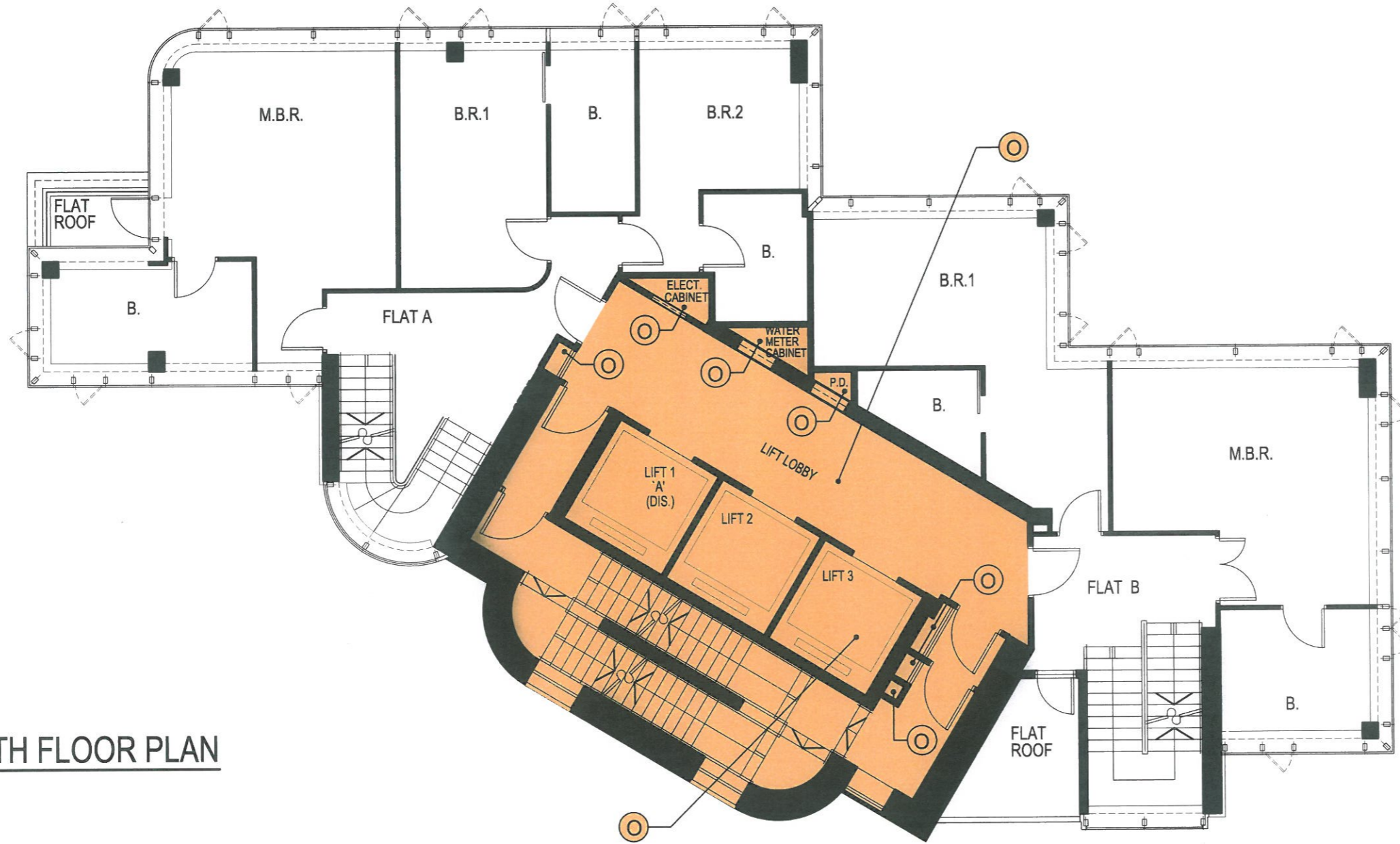
53RD FLOOR PLANS

DRAWN	C.K. FAN	JOB NO.	A-0943
CHECKED		DWG. NO.	DMC-12A
SCALE	1:100 (A3)	DATE	10/11/2014

LEGEND:

- R CARPARK COMMON AREAS
- Y ESTATE COMMON AREAS
- O RESIDENTIAL COMMON AREAS
- V COMMERCIAL COMMON AREAS
- I RESIDENTIAL TOWER COMMON AREAS
- G CARPARK TOWER COMMON AREAS
- X RIGHT OF WAY (ESTATE COMMON AREAS)

NOTES:
 THIS PLAN IS BASED ON THE
 GENERAL BUILDING PLAN APPROVED
 BY THE BUILDING AUTHORITY



55TH FLOOR PLAN

I HEREBY CERTIFY THE
 COMMON AREAS AS SHOWN IN
 THE PLAN ARE CORRECT AND
 ACCURATE

Lee Kar-Yan Douglas

LEE KAR-YAN DOUGLAS
 AUTHORIZED PERSON

No.	DATE	REVISIONS
A	10/11/2014	

andrew lee king fun
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18/F, Universal Trade Centre, 3 Ardournd Road, C.
 Hong Kong Tel: (852) 2525 0008 Fax: (852) 2668 5371

李景勳
建築師有限公司

PROPOSED NEW BUILDING
 NOS. 37A, 37B CADOGAN STREET &
 NOS. 150 BELCHER'S ST., HONG KONG

55TH FLOOR PLANS

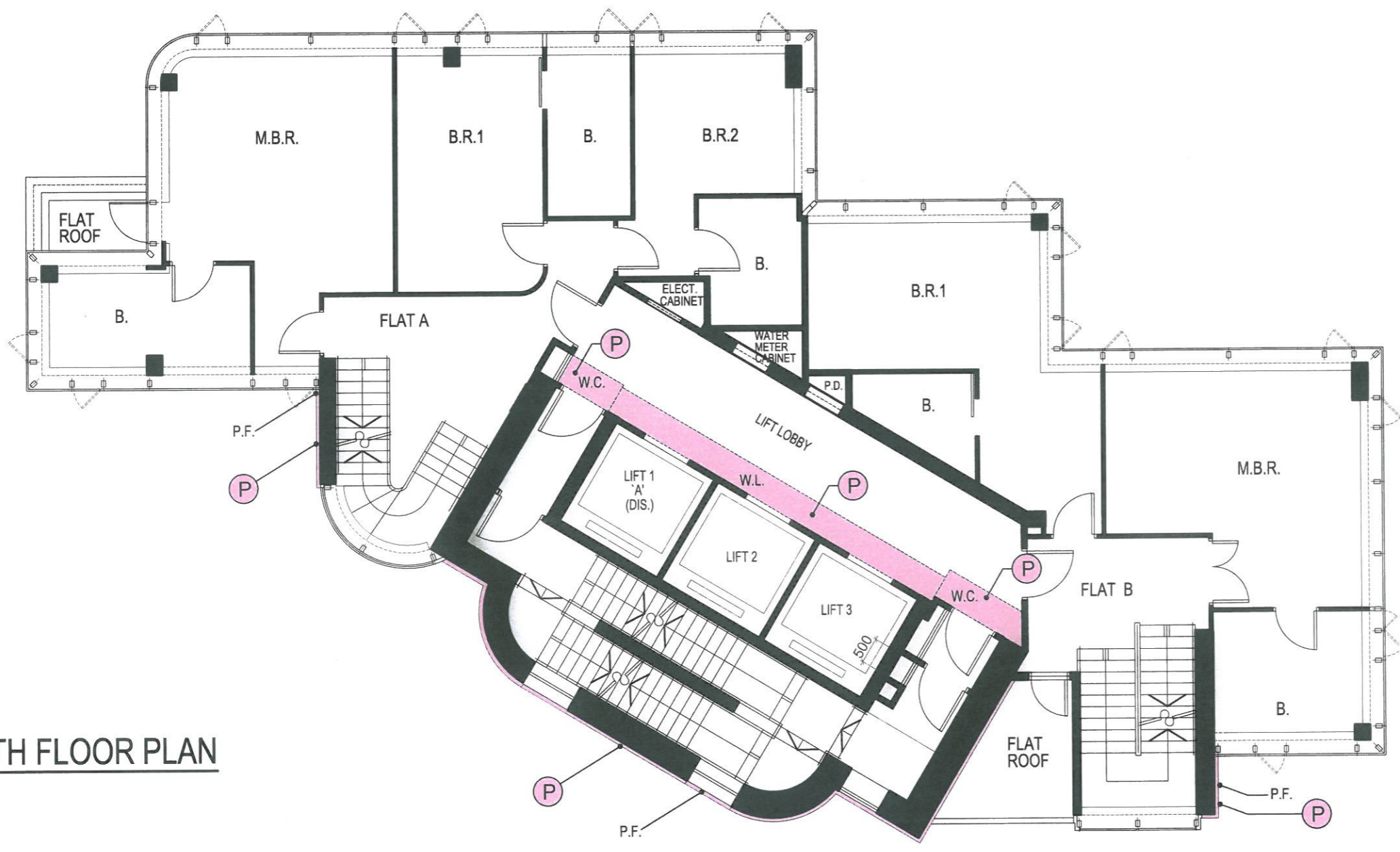
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CHECKED		DWG. NO.	DMC-13
SCALE	1:100 (A3)	DATE	10/11/2014
DATE	10/11/2014		



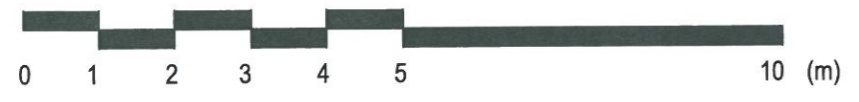
LOT NO.:
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 I.L. 905 S.A ss.1 S.J RP, I.L. 905 S.A ss.1 S.O RP, I.L. 905 S.A ss.1 S.D RP, I.L. 905 S.A ss.1 S.A,
 I.L. 905 S.A ss.2 RP, I.L. 905 S.A ss.1 S.B ss.1, I.L. 905 S.A ss.3 S.A RP, I.L. 905 S.A ss.1 S.B RP,
 I.L. 905 S.A ss.3 RP, I.L. 905 S.A ss.1 S.E RP, I.L. 905 S.A ss.5 RP, I.L. 905 S.A ss.1 S.E ss.1,
 I.L. 905 S.A ss.5 S.A RP, I.L. 905 S.A ss.1 S.F RP, I.L. 905 S.A ss.6 RP, I.L. 905 S.A ss.1 S.F ss.1,
 I.L. 905 S.A ss.6 S.A RP, I.L. 905 S.A ss.1 S.C, I.L. 905 S.A ss.4 RP, I.L. 905 S.A ss.1 RP, I.L. 905 S.A ss.9 RP,
 I.L. 905 S.A ss.1 S.R RP, I.L. 905 S.A ss.1 S.Q ss.1 RP, I.L. 905 S.A ss.9 S.A ss.1 RP, I.L. 905 S.A ss.1 S.Q RP,
 I.L. 905 S.A ss.9 S.A RP

LEGEND:
 (P) GREEN AND INNOVATIVE FEATURE OF THE DEVELOPMENT BEING EXEMPTED FROM THE CALCULATION OF THE GROSS FLOOR AREA BY THE BUILDING AUTHORITY

U.P. - UTILITY PLATFORM
 BAL. - BALCONY
 P.F. - PRECAST FACADE
 W.C. - WIDER CORRIDOR
 W.L. - WIDER LIFT LOBBY



55TH FLOOR PLAN



I HEREBY CERTIFY THE LOCATION OF GREEN AND INNOVATIVE FEATURE AS SHOWN IN THE PLAN ARE CORRECT AND ACCURATE

[Signature]
 LEE KAR-YAN DOUGLAS
 AUTHORIZED PERSON

No.	DATE	REVISIONS
A	10/11/2014	

andrew lee king fun & associates architects ltd.
 19/F, Universal Trade Centre, 3 Ardour Road, C. Hong Kong
 Tel: (852) 2525 9008 Fax: (852) 2698 5371

李景勳
 建築師有限公司

LOT NO:
 I.L. 905 S A ss 8 RP, I.L. 905 S A ss 1 S N, I.L. 905 S A ss 1 S K, I.L. 905 S A ss 1 S L, I.L. 905 S A ss 1 S P, I.L. 905 S A ss 1 S J RP, I.L. 905 S A ss 1 S O RP, I.L. 905 S A ss 1 S D RP, I.L. 905 S A ss 1 S A, I.L. 905 S A ss 2 RP, I.L. 905 S A ss 1 S B ss 1, I.L. 905 S A ss 3 S A RP, I.L. 905 S A ss 1 S B RP, I.L. 905 S A ss 3 RP, I.L. 905 S A ss 1 S E RP, I.L. 905 S A ss 5 RP, I.L. 905 S A ss 1 S E ss 1, I.L. 905 S A ss 5 S A RP, I.L. 905 S A ss 1 S F RP, I.L. 905 S A ss 6 RP, I.L. 905 S A ss 1 S F ss 1, I.L. 905 S A ss 6 S A RP, I.L. 905 S A ss 1 S C, I.L. 905 S A ss 4 RP, I.L. 905 S A ss 1 RP, I.L. 905 S A ss 9 RP, I.L. 905 S A ss 1 S R RP, I.L. 905 S A ss 1 S Q ss 1 RP, I.L. 905 S A ss 9 S A ss 1 RP, I.L. 905 S A ss 1 S Q RP, I.L. 905 S A ss 9 S A RP

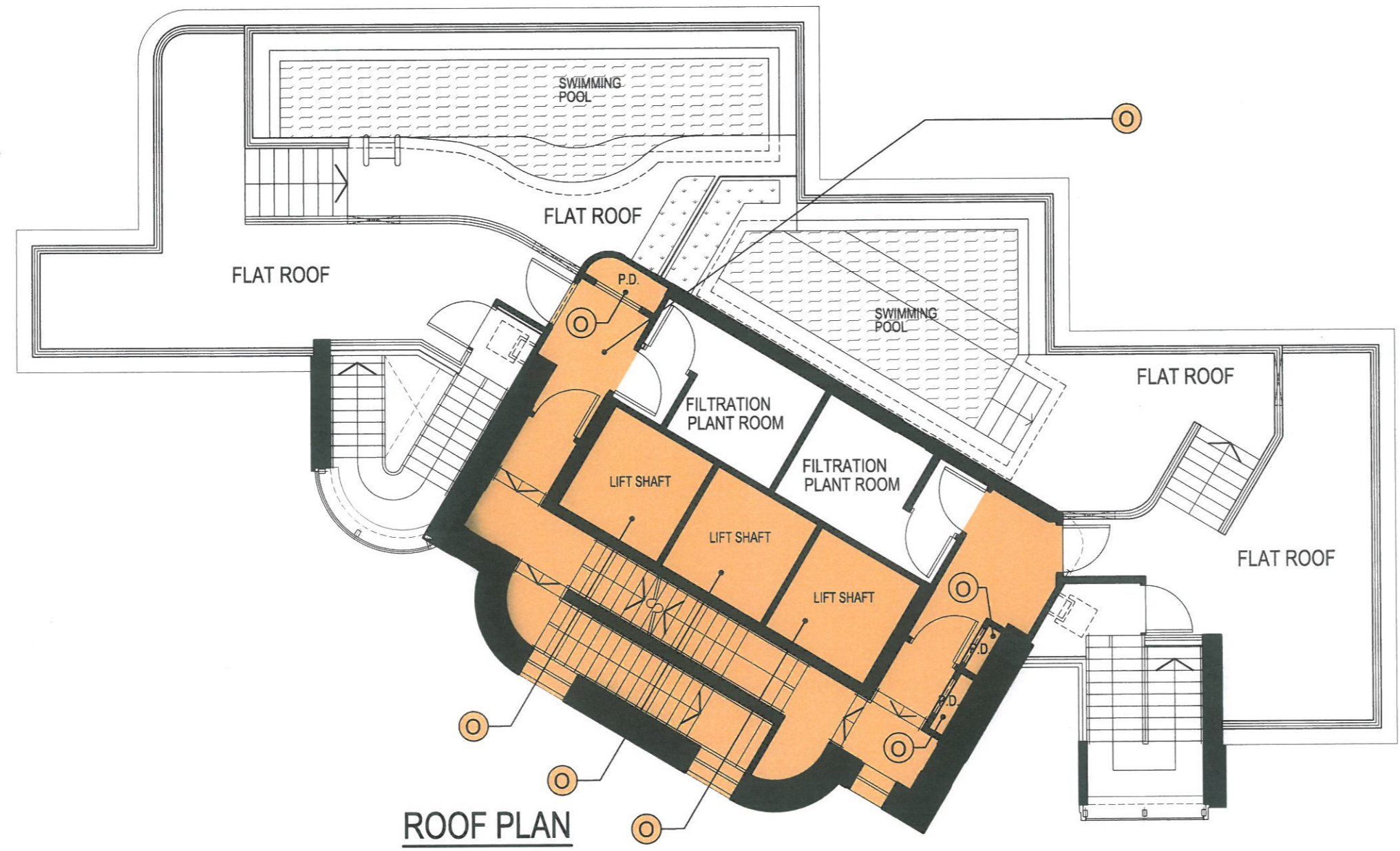
PROPOSED NEW BUILDING
 NOS. 37A, 37B CADOGAN STREET &
 NOS. 150 BELCHER'S ST., HONG KONG

55TH FLOOR PLANS

DRAWN	C.K. FAN	JOB NO.	A-0943
CHECKED		DWG. NO.	DMC-13A
SCALE	1:100 (A3)	DATE	10/11/2014

- LEGEND:
- R CARPARK COMMON AREAS
 - Y ESTATE COMMON AREAS
 - O RESIDENTIAL COMMON AREAS
 - V COMMERCIAL COMMON AREAS
 - I RESIDENTIAL TOWER COMMON AREAS
 - G CARPARK TOWER COMMON AREAS
 - W RIGHT OF WAY (ESTATE COMMON AREAS)

NOTES:
 THIS PLAN IS BASED ON THE
 GENERAL BUILDING PLAN APPROVED
 BY THE BUILDING AUTHORITY



ROOF PLAN



I HEREBY CERTIFY THE
 COMMON AREAS AS SHOWN IN
 THE PLAN ARE CORRECT AND
 ACCURATE

LEE KAR-YAN DOUGLAS
 AUTHORIZED PERSON

No.	DATE	REVISIONS
A	10/11/2014	

andrew lee king fun
 & associates architects ltd.

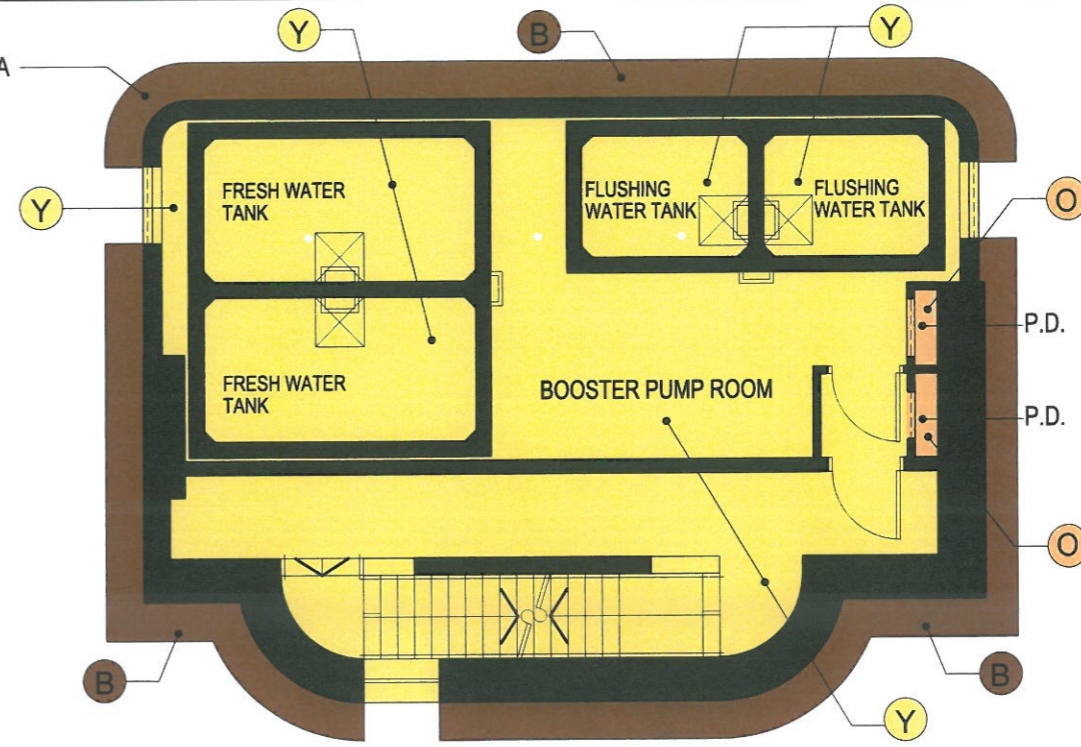
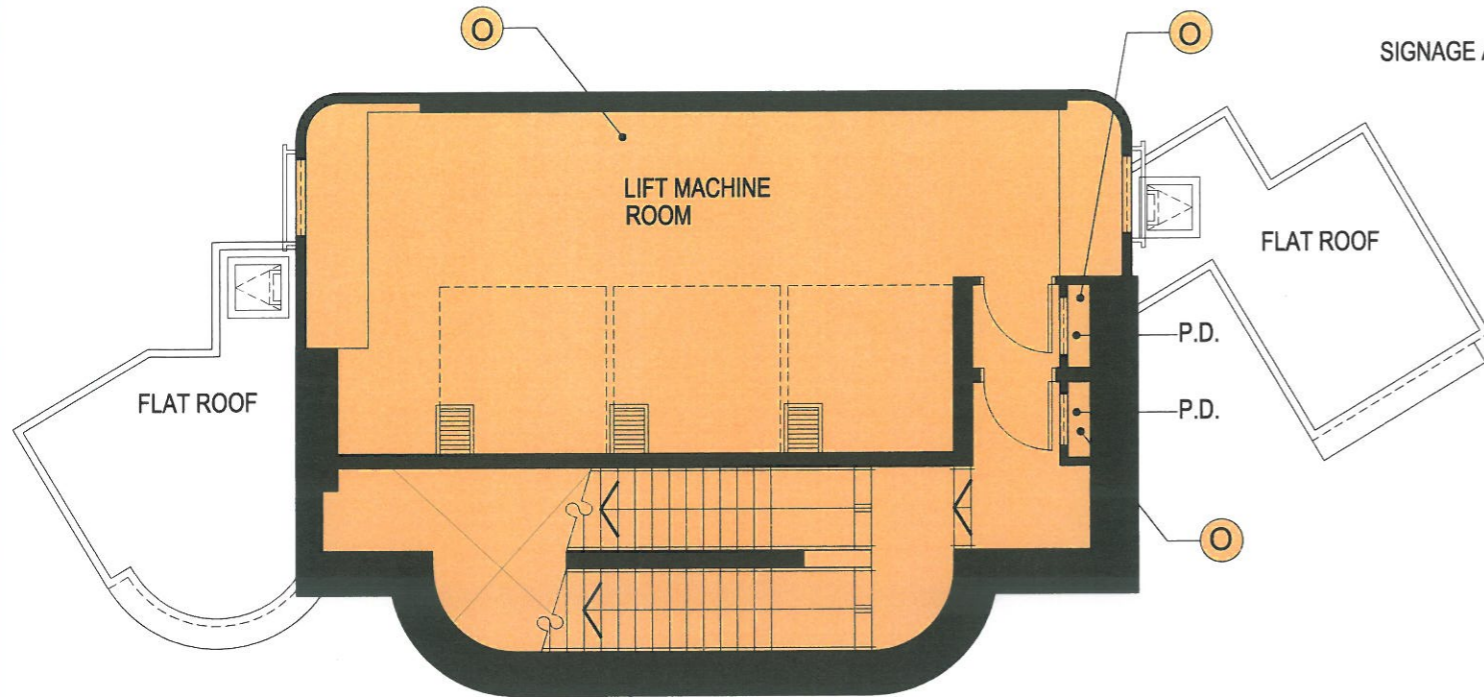
李景勳
 建築師有限公司

19/F., Universal Trade Centre, 3 Ardubrook Road, C.
 Hong Kong Tel: (852) 2525 0008 Fax: (852) 2658 5371

LOT NO.:
 I.L. 905 S.A ss.8 RP, I.L. 905 S.A ss.1 S.N, I.L. 905 S.A ss.1 S.K, I.L. 905 S.A ss.1 S.L, I.L. 905 S.A ss.1 S.P,
 I.L. 905 S.A ss.1 S.J RP, I.L. 905 S.A ss.1 S.O RP, I.L. 905 S.A ss.1 S.D RP, I.L. 905 S.A ss.1 S.A,
 I.L. 905 S.A ss.2 RP, I.L. 905 S.A ss.1 S.B ss.1, I.L. 905 S.A. ss.3 S.A RP, I.L. 905 S.A ss.1 S.B RP,
 I.L. 905 S.A ss.3 RP, I.L. 905 S.A ss.1 S.E RP, I.L. 905 S.A ss.5 RP, I.L. 905 S.A ss.1 S.E ss.1,
 I.L. 905 S.A ss.5 S.A RP, I.L. 905 S.A ss.1 S.F RP, I.L. 905 S.A ss.6 RP, I.L. 905 S.A ss.1 S.F ss.1,
 I.L. 905 S.A ss.6 S.A RP, I.L. 905 S.A ss.1 S.C, I.L. 905 S.A ss.4 RP, I.L. 905 S.A ss.1 RP, I.L. 905 S.A ss.9 RP,
 I.L. 905 S.A ss.1 S.R RP, I.L. 905 S.A ss.1 S.Q ss.1 RP, I.L. 905 S.A ss.9 S.A ss.1 RP, I.L. 905 S.A ss.1 S.Q RP,
 I.L. 905 S.A ss.9 S.A RP

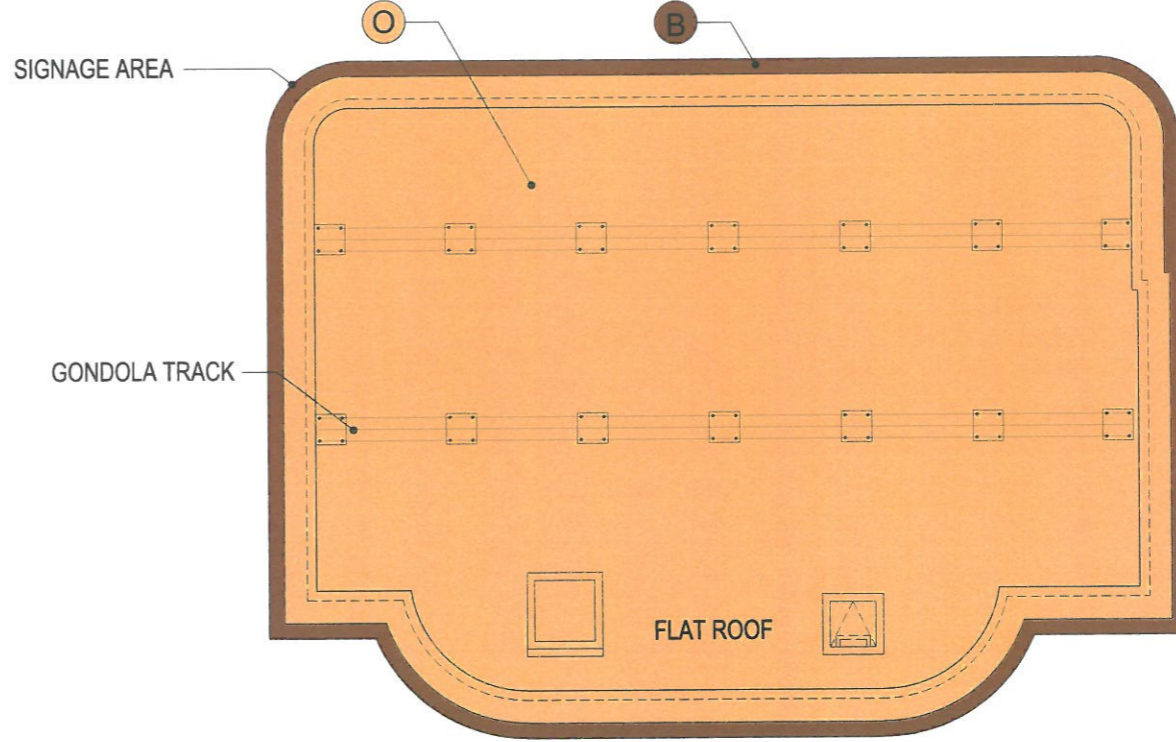
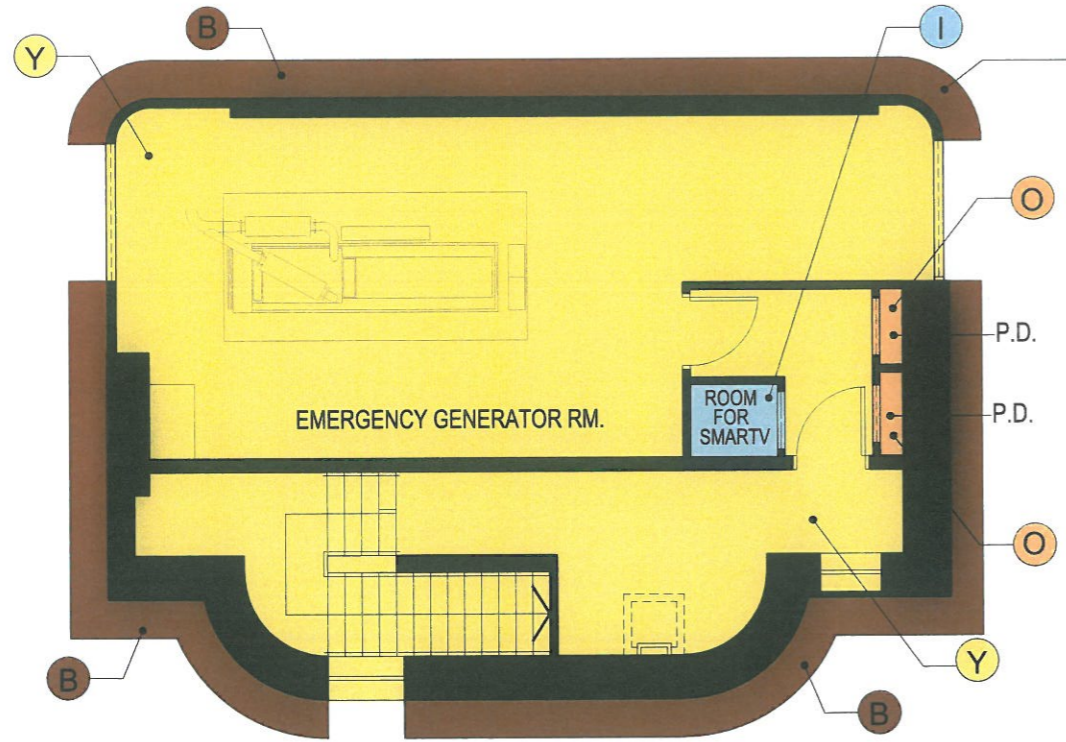
PROPOSED NEW BUILDING
 NOS. 37A, 37B CADOGAN STREET &
 NOS. 150 BELCHER'S ST., HONG KONG

ROOF FLOOR		
DRAWN	C.K. FAN	JOB NO. A-0943
CHECKED		DWG. NO. DMC-14
SCALE	1:100 (A3)	
DATE	10/11/2014	



- LEGEND:
- (R) CARPARK COMMON AREAS
 - (Y) ESTATE COMMON AREAS
 - (O) RESIDENTIAL COMMON AREAS
 - (V) COMMERCIAL COMMON AREAS
 - (I) RESIDENTIAL TOWER COMMON AREAS
 - (G) CARPARK TOWER COMMON AREAS
 - (Y) RIGHT OF WAY (ESTATE COMMON AREAS)
 - (B) SIGNAGE AREA

NOTES:
 THIS PLAN IS BASED ON THE
 GENERAL BUILDING PLAN APPROVED
 BY THE BUILDING AUTHORITY



I HEREBY CERTIFY THE
 COMMON AREAS AND SIGNAGE
 AREA AS SHOWN IN THE PLAN
 ARE CORRECT AND ACCURATE

LEE KAR-YAN DOUGLAS
 AUTHORIZED PERSON

UPPER ROOF PLAN



LOT NO.:
 I.L. 905 S.A ss.8 RP, I.L. 905 S.A ss.1 S.N, I.L. 905 S.A ss.1 S.K, I.L. 905 S.A ss.1 S.L, I.L. 905 S.A ss.1 S.P,
 I.L. 905 S.A ss.1 S.J RP, I.L. 905 S.A ss.1 S.O RP, I.L. 905 S.A ss.1 S.D RP, I.L. 905 S.A ss.1 S.A,
 I.L. 905 S.A ss.2 RP, I.L. 905 S.A ss.1 S.B ss.1, I.L. 905 S.A, ss.3 S.A RP, I.L. 905 S.A ss.1 S.B RP,
 I.L. 905 S.A ss.3 RP, I.L. 905 S.A ss.1 S.E RP, I.L. 905 S.A ss.5 RP, I.L. 905 S.A ss.1 S.E ss.1,
 I.L. 905 S.A ss.5 S.A RP, I.L. 905 S.A ss.1 S.F RP, I.L. 905 S.A ss.6 RP, I.L. 905 S.A ss.1 S.F ss.1,
 I.L. 905 S.A ss.6 S.A RP, I.L. 905 S.A ss.1 S.C, I.L. 905 S.A ss.4 RP, I.L. 905 S.A ss.1 RP, I.L. 905 S.A ss.9 RP,
 I.L. 905 S.A ss.1 S.R RP, I.L. 905 S.A ss.1 S.Q ss.1 RP, I.L. 905 S.A ss.9 S.A ss.1 RP, I.L. 905 S.A ss.1 S.Q RP,
 I.L. 905 S.A ss.9 S.A RP

A	10/11/2014	REVISIONS
No.	DATE	

andrew lee king fun
 & associates architects ltd.

李景
 煥庭
 建築師有限公司

PROPOSED NEW BUILDING
 NOS. 37A, 37B CADOGAN STREET &
 NOS. 150 BELCHER'S ST., HONG KONG

UPPER ROOF FLOOR

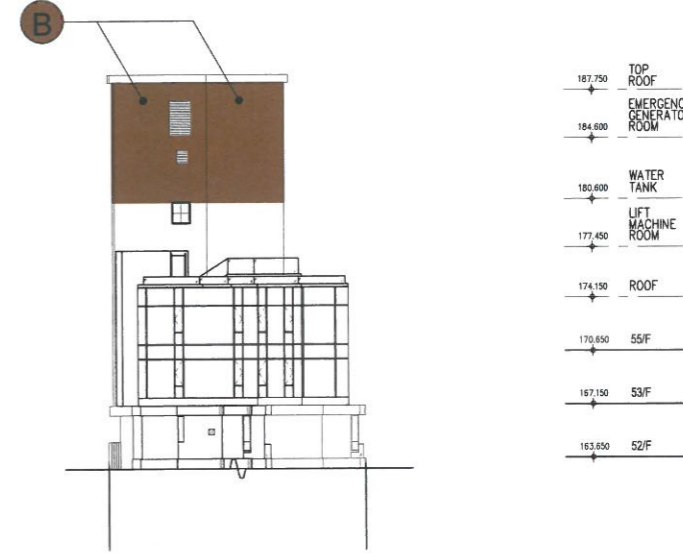
DRAWN	C.K. FAN	JOB NO.	A-0943
CHECKED		DWG. NO.	DMC-15
SCALE	1 : 100 (A3)	DATE	10/11/2014



NORTH-WEST ELEVATION



SOUTH ELEVATION



NORTH-EAST ELEVATION (FROM 52/F TO TOP ROOF)

LEGEND:
B SIGNAGE AREA

NOTES:
THIS PLAN IS BASED ON THE GENERAL BUILDING PLAN APPROVED BY THE BUILDING AUTHORITY

I HEREBY CERTIFY THE SIGNAGE AREA AS SHOWN IN THE PLAN ARE CORRECT AND ACCURATE
Lee Kar-Yan Douglas
LEE KAR-YAN DOUGLAS
AUTHORIZED PERSON

A 10/11/2014
No. DATE REVISIONS

andrew lee king fun & associates architects ltd.
18/F, Universal Trade Centre, 3 Arbuthnot Road, C. Hong Kong Tel: (852) 2525 9008 Fax: (852) 2698 0371

李景勳
雷煥庭
建築師有限公司

PROPOSED NEW BUILDING
NOS. 37A, 37B CADOGAN STREET & NOS. 150 BELCHER'S ST., HONG KONG

ELEVATIONS

DRAWN	C.K. FAN	JOB NO.	A-0943
CHECKED		DWG. NO.	DMC-16
SCALE	1:100 (A3)	DATE	10/11/2014

LOT NO.:
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I.L. 905 S.A. ss. 1 S.J RP, I.L. 905 S.A. ss. 1 S.O RP, I.L. 905 S.A. ss. 1 S.D RP, I.L. 905 S.A. ss. 1 S.A,
I.L. 905 S.A. ss. 2 RP, I.L. 905 S.A. ss. 1 S.B ss. 1, I.L. 905 S.A. ss. 3 S.A RP, I.L. 905 S.A. ss. 1 S.B RP,
I.L. 905 S.A. ss. 3 RP, I.L. 905 S.A. ss. 1 S.E RP, I.L. 905 S.A. ss. 5 RP, I.L. 905 S.A. ss. 1 S.E ss. 1,
I.L. 905 S.A. ss. 5 S.A RP, I.L. 905 S.A. ss. 1 S.F RP, I.L. 905 S.A. ss. 6 RP, I.L. 905 S.A. ss. 1 S.F ss. 1,
I.L. 905 S.A. ss. 6 S.A RP, I.L. 905 S.A. ss. 1 S.C, I.L. 905 S.A. ss. 4 RP, I.L. 905 S.A. ss. 1 RP, I.L. 905 S.A. ss. 9 RP,
I.L. 905 S.A. ss. 1 S.R RP, I.L. 905 S.A. ss. 1 S.Q ss. 1 RP, I.L. 905 S.A. ss. 9 S.A ss. 1 RP, I.L. 905 S.A. ss. 1 S.Q RP,
I.L. 905 S.A. ss. 9 S.A RP

