

Dated the 16th day of June 2009

MTR CORPORATION LIMITED
as the registered owner

and



and

MTR CORPORATION LIMITED
as the Manager

PRINCIPAL DEED OF MUTUAL COVENANT
and

MANAGEMENT AGREEMENT

in respect of

The Remaining Portion of Tseung Kwan O Town Lot No.70
Tseung Kwan O Station Development
Sai Kung, Hong Kong



註冊摘要編號 M/N: 09062303030203 DOC



註冊摘要編號 Memorial No.:
09062303030203

本文書於2009年6月23日在土地註冊處
以上述註冊摘要編號註冊。
This Instrument was registered in the
Land Registry by the above Memorial
No. on 23 June 2009.



土地註冊處處長
Land Registrar

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Certified True Copy

Hui Yam Yi
Solicitor, Hong Kong SAR
Deacons
14 JUN 2009

I, the undersigned, do hereby certify that
I have examined this document with its
original and that the same is a true and complete
copy, thereof.
Dated this 14 JUN 2009

Hui Yam Yi
Solicitor, Hong Kong SAR
Deacons

PRINCIPAL DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT

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SECTION A

PARTIES AND RECITALS

Date THIS DEED is made the 16th day of June 2009.

Parties BETWEEN

(1) **MTR CORPORATION LIMITED** whose registered office is situate at MTR Headquarters Building, Telford Plaza, 33 Wai Yip Street, Kowloon Bay, Kowloon, Hong Kong ("MTR" which expression shall where the context so admits include its successors and assigns) and any reference to MTR in this Deed shall be construed as reference to MTR in its capacity as the registered owner of the Land but not further or otherwise;

(2) [REDACTED] of The Capitol of LOHAS Park, Tseung Kwan O, New Territories, Hong Kong (the "Purchaser" which expression shall where the context so permits include its successors and assigns); and

(3) **MTR CORPORATION LIMITED** whose registered office is situate at MTR Headquarters Building, Telford Plaza, 33 Wai Yip Street, Kowloon Bay, Kowloon, Hong Kong (the "Manager" which expression shall where the context so admits include its successors).

Recitals WHEREAS :-

Development 1. MTR is in the course of constructing upon the Land the Development in a number of Phases. The first Phase of the Non-Station Development has been completed.

Allocation of Shares 2. For the purpose of distribution and sale, the Land and the Development have been notionally divided into 41,992,406 equal undivided Shares.

Assignment 3. By an Assignment bearing even date herewith executed immediately prior to this Deed and made between MTR of the one part and the Purchaser of the other part, the First Assigned Premises was assigned to the Purchaser by MTR.

Purpose of Deed 4. The parties hereto have agreed to enter into this Deed for the purposes of :-

(a) defining and regulating the rights, interests and obligations

of themselves and all subsequent Owners in respect of the Land and the Development;

- (b) making provisions for the management of the Land and the Development; and
- (c) appointing MTR Corporation Limited as the Manager to exercise the powers and perform the duties on its part for the periods and on the terms and conditions herein contained.

Approval

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

OPERATIVE PARTS

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

SECTION B

DEFINITIONS

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

- "Approved Plans"** means the plans for the Development approved by the Building Authority and/or the Director pursuant to Special Condition (13)(a) of the Government Grant from time to time and as amended, modified or substituted;
- "Balcony"** means each of the balconies forming part of a Unit as specified in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant and for the avoidance of doubt includes the glass, metal grilles and balustrades and other materials enclosing the balcony and the handrails thereof and the plaster of and the finishes of the ceiling of the balcony below the concrete slab and the lamp(s) and other fixtures (if any) at the balcony;
- "Building Rules"** means the Building Rules prescribed for the time being pursuant to Section K of this Deed as varied or modified from time to time;
- "Car Park"** means those parts of the Non-Station Development constructed or to be constructed for the purpose of the parking, loading and unloading of motor vehicles, motor cycles or pedal-cycles but excluding any parking space and loading and unloading bay or space which form part of the Government Accommodation;

"Car Parking Space"	means a Unit situate in the Car Park;
"Central Park "	means those parts of the Local Open Space to be identified on the plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase and forming part of the Residential Development Common Areas;
"Clubs"	means the residents clubs to be formed by the Manager pursuant to Clause 1(b)(xviii) of Section I of this Deed;
"Club Houses"	means such part of the Private Recreational Facilities constructed or to be constructed in accordance with the Approved Plans for use as Club Houses for the Clubs from time to time;
"Club Rules"	means the rules and regulations including any payment or charge as may be imposed made revoked or amended by the Manager from time to time relating to the Clubs and the use management operation and maintenance of the Club Houses;
"Commercial Development"	means those parts of the Development constructed or to be constructed in accordance with Approved Plans for commercial and retail use;
"Common Areas"	means (i) the Non-Station Development Common Areas, (ii) the Phase I Extra-Phase Common Areas, (iii) the Residential Development Common Areas and (iv) those parts of Non-Station Development as are designated common areas for the sole benefit of the Owners of a particular Phase or a group of Owners of a particular Phase in and more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to this Deed including, but not limited to, communal sky gardens, communal podium gardens, mail delivery rooms with mail boxes (if any) which are green and innovative features exempted from the calculation of gross floor area or site coverage or both by the Building Authority and the Director pursuant to the Joint Practice Notes Nos.1 and 2 issued by the Buildings Department, the Lands Department and the Planning Department but excluding those parts of the Residential Development, the Commercial Development, the Car Park or the Kindergartens which belong to the Owner of any particular Unit;
"Common Services and Facilities"	means (i) the Non-Station Development Common Services and Facilities, (ii) the Phase I Extra-Phase Common Services and Facilities, (iii) the Residential Development Common Services and Facilities and (iv) those services and facilities of the Non-Station Development as are designated common services and facilities for the sole benefit of the Owners of a particular Phase or a group of Owners of a particular Phase in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to this Deed excluding those services and facilities which belong to the Owner of any particular Unit;

"Deed"	means this Deed as amended or varied from time to time;
"Deed Poll"	means any such deed or deeds or supplemental deed or deeds to be made by MTR for the purpose of allocating Shares to any Phase and/or the Station Complex and/or allocating the Management Units to any Units;
"Depot Roof"	means the roof of the depot constructed and provided pursuant to Special Condition (16)(a)(iii) of the Government Grant ;
"Development"	means the entire development to be constructed upon the Land in Phases pursuant to the Government Grant comprising the Station Complex, the Reserved Areas and the Non-Station Development including without limitation the Government Accommodation, the Residential Development, the Commercial Development, the Car Park, the Kindergartens and the Common Areas;
"Development Owners Committee"	means the Owners' Committee elected in accordance with the provisions of <u>Clause 2 of Section G</u> of this Deed;
"Director"	means the Director of Lands from time to time;
"First Assigned Premises"	means [REDACTED] of Phase I of the Development;
"Fitting Out Rules"	means any rules, regulations or procedures as the Manager may make, revise, amend or implement from time to time pursuant to Section K of this Deed for the fitting out, decoration and alteration of a Unit;
"Footbridge Associated Structures"	means the structures constructed in accordance with Special Condition (53)(a) of the Government Grant;
"FSI"	means The Financial Secretary Incorporated being a corporation sole incorporated under and by virtue of The Financial Secretary Incorporation Ordinance (Cap.1015 of the Laws of Hong Kong) and the expression "FSI" shall mean FSI in its capacity as the Owner of the Government Accommodation and if the context so permits the successors and assigns of FSI as Owner of the Government Accommodation;
"Government"	means the Government of the Hong Kong Special Administrative Region;
"Government Accommodation"	means collectively the Permanent PTI, the Neighbourhood Elderly Centre, the Social Centre for the Elderly, the Community Hall Accommodation, the Integrated Children and Youth Services Centre, the Integrated Family Services Centre, the Day Nursery, the Public Toilet, the Primary Schools and the Secondary Schools and the Soccer Pitch as respectively defined in Special Conditions (17)(a)(i), (17)(a)(ii), (17)(a)(iii), (17)(a)(v)(III), (17)(a)(vi), (17)(a)(vii), (17)(a)(viii), (17)(a)(ix), (17)(a)(x) and (17)(a)(xi) of the Government Grant each with their respective ancillary accommodation constructed and to be constructed on the Land as part of the Development

pursuant to Special Condition (17) of the Government Grant;

- "Government Grant"** means the Conditions of Grant registered in the Land Registry as New Grant No.SK9689 as varied or modified from time to time;
- "GPA"** means the Government Property Administrator of the Government Property Agency of 31st Floor, Revenue Tower, No.5 Gloucester Road, Wanchai, Hong Kong and shall include its successors-in-title and any other officer or department of the Government or any government or administrative authorities holding or bearing whatever title or office who or which may at any time and from time to time take up and/or replace and/or assume and/or exercise, in whole or in part, any function or role of the Government Property Administrator;
- "Gross Floor Area"** means the gross floor area as defined in Special Condition (97)(a) of the Government Grant;
- "Insured Risks"** means loss or damage by or in consequence of fire, earthquake, landslip, subterranean fire; bursting or overflowing of water tanks, apparatus or pipes; riot or civil commotion, strikes, labour or political disturbances; the action of malicious persons; explosion (including explosion of boilers and other heating or ventilation apparatus); lightning, thunderbolt, storm, tempest, typhoon, floods; impact by any road vehicle, aircraft or other aerial device or articles dropped therefrom; accidental damage to underground pipes and cables; and such other risks as the Manager in its sole discretion may from time to time decide;
- "Items"** means (i) the external finishes of the Government Accommodation (except the external finishes of the Primary Schools, the Secondary Schools and the Soccer Pitch as respectively defined in Special Conditions (17)(a)(x) and (17)(a)(xi) of the Government Grant which shall be maintained by FSI) and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs, and any other structural elements of, in, around, within, above and below the Government Accommodation; (ii) all lifts, stairways and escalators serving the Government Accommodation and the remainder of the Development; (iii) all building services installations, sewage, drainage, fresh and salt water supply system, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development; (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder and the petrol interceptors embedded in or suspended from the carriageway slabs or structural slabs; and (v) all other common parts and facilities serving the Government Accommodation and the remainder of the Development referred to in Special Condition (28) of the Government Grant;
- "Kindergartens"** means those parts of the Development constructed or to be constructed in accordance with the Approved Plans pursuant to Special Condition (50) of

	the Government Grant;
"Land"	means the land registered at the Land Registry as The Remaining Portion of Tscung Kwan O Town Lot No.70;
"Local Open Space"	means those parts of the Development constructed pursuant to Special Condition (52)(a)(iii) of the Government Grant (including but not limited to the Central Park) which now are or may at any time during the Term be provided for the benefit of the Owners and occupiers of the Development or a part or parts of it and their bona fide guests or visitors;
"maintain"	means repair, uphold, support, rebuild, renew, upgrade, renovate, overhaul, pave, purge, scour, cleanse, empty, amend, keep, tend, replace, decorate and paint or such of the foregoing as may be applicable in the circumstances and in the interest of good estate management and "maintenance" shall be construed accordingly;
"management"	means all or any of the activities normally associated with management including without limitation operation, servicing, cleaning, enhancement, maintenance, repair, renovation, decoration, improvement, replacement, security, insurance and all duties and obligations to be performed and observed by the Grantee (as defined in the Government Grant) in relation to the Non-Station Development including the Items (other than the Units) or any area outside the boundary of the Land pursuant to or under the Government Grant (save and except those duties and obligations which are required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) and all duties and obligations to be performed and observed by the Manager as herein provided and "manage" shall be construed accordingly;
"Management Charges"	means the monthly charges and other costs, charges, expenses and contributions calculated in accordance with the provisions of Section J of this Deed;
"Management Units"	means the Management Units from time to time attributable to the Units as set out in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll;
"Manager"	means as the context requires :- (i) MTR Corporation Limited; or (ii) such other person, firm or company as may be appointed by the Owners pursuant to Section H of this Deed;
"Manager's Remuneration"	means the Manager's remuneration calculated in accordance with Clause 4 of Section H of this Deed and forming part of the Management Charges;
"Mass Transit Railway Structures"	means any structures or installations or tunnels in relation to the Station Complex as referred to in Special Condition (38)(a) of the Government

and Installations"

Grant;

**"Non-Station
Development"**

means all parts of the Development other than the Station Complex and the Reserved Areas;

**"Non-Station
Development
Common Areas"**

means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

**"Non-Station
Development
Common
Services and
Facilities"**

means those services and facilities constructed or to be constructed in on or under the Development and which serve the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, sewers, gutters, drains, watercourses, wells, pipes and ducts; pumps, tanks and sanitary fittings; wires, cables, electrical installations, fittings, equipment and apparatus; fire protection and fire fighting systems, equipment and apparatus; security systems, equipment and apparatus; refuse disposal equipment; lifts; air-conditioners and fans; recycled grey water system; aerial broadcast distribution or telecommunication network facilities and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the benefit of the Non-Station Development as part of the amenities thereof and not for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Services and

Facilities and those services and facilities forming parts of the Common Services and Facilities of a particular Phase designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase);

- "Occupation Permit"** means any occupation permit (whether temporary or otherwise) issued by the Building Authority in respect of the Development or any part of the Development;
- "Outside Area"** means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Brown Area and the Yellow Hatched Black Area as respectively defined in Special Conditions (7), (8), (99) and (100) of the Government Grant and as varied or modified from time to time;
- "Owner"** means the person in whom for the time being any Share is vested and who is registered as the owner of such Share at the Land Registry (collectively the "Owners") and every joint tenant or tenant in common of any such Share and where any such Share has been assigned or charged by way of mortgage or charge the word Owner shall include both mortgagor and mortgagee or chargee in possession of such Share or any mortgagee or chargee who has foreclosed PROVIDED THAT, subject to the provisions of the mortgage or charge, the voting rights conferred on the Owner of such Share by the provisions of this Deed shall be exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed such Share;
- "Owners Sub-Committee"** means the owners committee of each Phase to be formed in accordance with the relevant Sub-Deed of Mutual Covenant of each Phase;
- "Owners Corporation"** means an Owners' Corporation in respect of the Development registered under Section 8 of the Building Management Ordinance as amended or varied from time to time or any legislation replacing the Building Management Ordinance;
- "Party Wall"** means an internal wall which divides two Units;
- "Phase"** means an integral part of the Non-Station Development (including any part of the Common Areas or Government Accommodation) to be constructed on the Land to which Shares are allocated pursuant to a Sub-Deed of Mutual Covenant or Deed Poll to be executed under Clause 2 of Section C of this

Deed;

- "Phase F"** means that part of the Non-Station Development shown and marked Site F on Plan A annexed to the Government Grant and referred to therein as Site F;
- "Phase I Extra-Phase Common Areas"** means those parts of the Non-Station Development outside the boundary of any Phase which are intended for the common use and benefit of the Owners of Phase I only including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways and passages to be designated by MTR in and more particularly identified on plans to be annexed to the Sub-Deed of Mutual Covenant or Deed Poll to be executed in respect of Phase I as common areas of or for the common use and benefit by the Owners of Phase I only;
- "Phase I Extra-Phase Common Services and Facilities"** means those services and facilities constructed or installed or to be constructed or installed in, on or under the Non-Station Development but situated outside the boundary of any Phase which serve Phase I only including, but not limited to, sewers, gutters, drains, watercourses, wells, pipes and ducts; wires, cables, electrical installations; and any other installations, systems, plants, equipment, apparatus, fittings, services and facilities used or installed outside the boundary of Phase I for the benefit of Phase I only.
- "Private Recreational Facilities"** means the private recreational facilities and ancillary facilities (including but not limited to the Club Houses and the icon building and the activity green as identified on the approved landscape master plans) as are approved by the Director pursuant to the provisions of Special Condition (52)(a)(i) of the Government Grant which now are or may at any time during the Term be provided for the benefit of the residents or occupiers of the Non-Station Development or a part or parts of it and their bona fide visitors;
- "Public Open Space"** means those parts of the Development and any adjoining land including any public recreational facilities from time to time provided thereon constructed pursuant to Special Condition (52)(a)(ii) of the Government Grant as may be indicated for that purpose from time to time on the Approved Plans;
- "Reserved Areas"** means those parts of the Development (if any) reserved for the purpose of the possible future expansion of the Station Complex and construction of tunnels and pedestrian entrances in respect of the extension of the existing Mass Transit Railway network and as may be indicated for that purpose from time to time on the Approved Plans and any such other areas (if any) to be identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in respect of any Phase;
- "Residential Development"** means those parts of the Development constructed or to be constructed in accordance with the Approved Plans for residential use;
- "Residential"** means those parts of the Non-Station Development intended for the common

Development Common Areas"	use and benefit of all the Owners of the Residential Development and not for the sole benefit of any Owner or group of Owners in a Phase, including but not limited to the Central Park, the activity green as identified on the approved landscape master plans and other areas to be designated as common areas of or for the common use and benefit by the Owners of the Residential Development as a whole by MTR at any time hereafter in and more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to this Deed;
"Residential Development Common Services and Facilities"	means those services and facilities constructed or installed or to be constructed or installed in on or under the Non-Station Development and which serve the Residential Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase and any other services and facilities to be designated as common services and facilities of or for the common use and benefit by the Owners of the Residential Development as a whole by MTR at any time hereafter in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to this Deed;
"Shares"	means the 41,992,406 equal undivided Shares of and in the Land and the Development, each a "Share";
"Special Funds"	means the Special Funds established pursuant to Clause 2(a) of Section J of this Deed;
"Station Complex"	means the Mass Transit Railway Station (as defined in the Government Grant) forming part of the Mass Transit Railway in Hong Kong and the Mass Transit Railway Depot (as defined in the Government Grant) constructed on the Land pursuant to Special Condition (31) of the Government Grant comprising the Utility Spine, platforms, concourses, maintenance depots and workshops and ancillary structures and facilities, roads, vehicular pick-up and drop off areas, car parks, slabs between the Station Complex and any part of the Non-Station Development and all structural parts thereof whether or not those structures support the Non-Station Development (including the water-proofing slab and associated protection immediately above but excluding all property development finishes) and all service media running through the Station Complex whether or not serving the Non-Station Development and shall include those parts of the Reserved Areas forming part of the expanded Station Complex (if any);
"Sub-Deed of Mutual Covenant"	means any such deed affecting any Phase and/or the Station Complex;
"Sub-Sub-Deed of Mutual Covenant"	means any such deed affecting any part of a Phase;
"Term"	means the term of years expiring on 15 th May 2052 created by the Government Grant;

"Unit"

means a part of the Non-Station Development the exclusive use and enjoyment of which has been or is intended to be assigned to an Owner including, except as expressly provided otherwise herein or in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant, the internal plaster and other internal covering of the external walls enclosing the Unit (but not any other part of those walls), all internal walls other than any part of them forming part of the Items (but in the case of a Party Wall only up to the mid point of it), the finishes (but not any other part) of ceilings and floors, the columns (whether structural or non-structural) within a Unit, the structural columns appertaining to a Unit (other than such structural columns' external surface, finishes and renderings which are continuous with the external surface of the external walls enclosing the Unit) and the frames and glass of windows whether openable or non-openable (but where double glazed only the internal frames and glass) but excluding any curtain wall Provided that if the Government Accommodation is concerned, walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements are excluded;

"Utility Platform"

means each of the utility platforms forming part of a Unit as specified in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant and for the avoidance of doubt includes the glass, metal grilles and balustrades enclosing the utility platform and the handrails thereof;

"Utility Spine"

means the utility spine to be constructed pursuant to Special Condition (72)(c) of the Government Grant for the purpose of accommodating communal services for the Development or any part of it.

SECTION C

RIGHTS OF OWNERS

Rights attaching to Shares

1. (a) Each Share shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant and in this Deed be held by the person or persons from time to time entitled thereto together with for so long as an Owner shall (where required) punctually make payment of the Management Charges at the time and in the manner herein provided and subject to the Building Rules and Fitting Out Rules, the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule but subject to the exceptions and reservations set out in Part II of the Second Schedule.

(b) The Shares attributable to the Station Complex and the Reserved Areas set out in the First Schedule shall be held by the MTR together with the exclusive right to hold use and enjoy respectively the Station Complex and the Reserved Areas.

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

Sub-Deeds of Mutual Covenant and Deed Polls

2. MTR shall have the right and obligation in respect of any Phase to enter into Sub-Deeds of Mutual Covenant, in the event of multi-ownership of that Phase, or in any other case a Deed Poll in respect of that Phase and/or the Station Complex for the purpose of allocating Shares and Management Units to the Unit(s) and Shares to the Common Areas in that Phase and/or Shares to the Station Complex and/or the Reserved Areas and in the event of multi-ownership of that Phase to more precisely define the rights and obligations of the Owners in that Phase in each case subject to the prior approval of the Director to the terms of any such Sub-Deeds of Mutual Covenant or Deed Poll. No Management Units shall be allocated to the Station Complex or the Reserved Areas or the Common Areas.

Right to make additions etc.

3. Without prejudice to the rights granted to the Owner of the Government Accommodation in Clause 2 of Part I of the Second Schedule to this Deed, each Owner of a Unit (other than an Owner of a Car Parking Space) shall have the right subject to this Deed or any Sub-Deed of Mutual Covenant and Sub-Sub-Deed of Mutual Covenant affecting it to make or install in his own Unit at his own expense any additions, improvements,

lights, fittings, fixtures or decorations which can be installed, fixed and removed without structural alteration or damage and without affecting the existing design or external appearance of the facade or elevations of any building and each such Owner shall have the right to remove the same at his own expense.

Right of Owners to sell or lease

4. Subject to the provisions of the Government Grant and any Sub-Deed of Mutual Covenant and Sub-Sub-Deed of Mutual Covenant each Owner shall have the full right and liberty without reference to any other Owner or Owners or any person or persons otherwise interested in any Share or Shares in any way whatsoever and without the necessity of making such other Owner or any such other person a party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Share together with the benefit of and subject to this Deed Provided that notice of any sale, assignment, lease, licence or other disposal shall in every instance be forthwith on the execution thereof given to the Manager.

Party Walls

5. A Party Wall shall be repaired and maintained at the joint expense of the Owners of the Units which the Party Wall separates Provided That if any part of the Party Wall shall form part of the Items, such part of the Party Wall shall be maintained by the Owners of the Units (save and except the Owner of the Government Accommodation) in the relevant Phase in accordance with Clause 9(c) of Section E of this Deed.

Rights of MTR

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

Rights of Purchaser

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

SECTION D

ABATEMENT OF RIGHTS

**Damage
necessitating
rebuilding**

1. In the event of the Non-Station Development or any material part of it being damaged so as to render the same substantially unfit for use or habitation or occupation thereby necessitating the rebuilding and reinstatement thereof, the provisions of this Section shall apply.

Reinstatement

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

**Reinstatement
impossible**

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

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

**Sale of Shares by
Auction**

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

the Owners affected.

SECTION E

OBLIGATIONS OF OWNERS

Owners to comply

1. (a) The Owners and the Manager shall at all times hereafter so long as they remain as Owners of any Share or the Manager of the Development (as the case may be) comply with and shall observe and perform the covenants, provisions, restrictions and prohibitions contained in:

(i) the Government Grant; and

(ii) this Deed.

(b) For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Outside Area shall be carried out and the construction costs therefor shall be borne by MTR as the original Grantee of the Land.

Owners to observe restrictive covenants

2. The Owners shall at all times hereafter be bound by and shall observe and perform the covenants, restrictions and prohibitions set out in the Third Schedule hereto.

Government rent

3. (a) Subject to the provisions of Clause 3(b) of this Section, all Owners shall be liable for payment of the Government Rent in respect of the Land. The Owners of the Non-Station Development (save and except the Owner of the Government Accommodation) shall be liable for the payment of the Government Rent in respect of the Non-Station Development in proportion to the respective number of Management Units for the time being vested in them.

(b) To the extent that separate demands for Government Rent are raised by Government in respect of the Station Complex, the Reserved Areas, the Government Accommodation, a Unit or any other distinct part of the Development such demands shall be settled by the Owner or Owners of those parts of the Development.

(c) Without prejudice to the Owners' ultimate liability under Clause 3(a) or (b) of this Section the Manager shall have the right to pay the Government Rent on behalf of the Owners of any part of the Development other than the Station Complex, the Reserved Areas and the Government Accommodation and to recover from them the amount thereof as part of the Management Charges.

Rates and taxes

4. All existing and future taxes, rates, assessments, property tax and outgoings of every description for the time being payable (Government Rent excepted) in respect of any Unit or of any other part of the Development the exclusive use, occupation and enjoyment of which has been assigned to any Owner shall be borne by the Owner thereof who shall pay them directly to the

appropriate authority.

Utilities

5. Charges for the supply and consumption of water, electricity, gas and other utilities in connection with any Unit shall be paid directly to the appropriate utility company or authority by the Owner of such Unit.

Management charges

6. Each Owner shall upon demand pay to the Manager the Management Charges in respect of any Unit owned by him, calculated in accordance with the provisions of Section J of this Deed.

Repairs

7. Subject to Clause 9 of this Section E each Owner (excluding the Owner of the Government Accommodation), at his own expense, shall keep :

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

(b) any Car Parking Space of which he is for the time being the Owner;

in good and substantial repair and condition and shall preserve and maintain the same in a manner consistent with the preservation of the Land and the Development as a high quality residential/commercial estate.

**MTR Obligations as
Owner of Station
Complex and
Reserved Areas**

8. (a) MTR as Owner of the Station Complex and the Reserved Areas shall be responsible for the maintenance and management of the Station Complex and the Reserved Areas and not any other part of the Non-Station Development and shall not as Owner of the Station Complex and/or the Reserved Areas be liable to contribute towards the Management Charges calculated in accordance with Section J of the Deed except as expressly provided in this Deed.

(b) Notwithstanding Clause 8(a) of this Section, the Owners (excluding the Owner of the Government Accommodation) of any Phase(s) in respect of which the Station Complex supports, shall contribute to the costs and expenses of any structural repair and maintenance in connection with the slabs between the Station Complex and any part of such Phase(s), and any structural elements and/or facilities of the Station Complex supporting or serving the Station Complex and any such Phase(s). The Owners of any such Phase(s) (save and except the Owner of the Government Accommodation) and the Owner of the Station Complex shall contribute to the said costs and expenses in the following percentage :-

- (i) Owner of the Station Complex : 51%
- (ii) Owners of such Phase(s) (save and except the

Owner of the Government Accommodation) in respect of which the Station Complex supports :
49%

(c) Notwithstanding anything contained in Clause 8(a) of this Section, MTR as Owner of the Station Complex and the Reserved Areas (if any) shall contribute a proportion of the cost of upholding, management, repair and maintenance and the insurance premium in respect of the following areas and facilities:

- (i) the Yellow Area, the Pink Hatched Green and Pink Hatched Green Stippled Black Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area (including the retaining walls therein), the Green Cross-hatched Black Area, the Brown Area and the Yellow Hatched Black Area as respectively defined in Special Conditions (7), (8), (99) and (100) of the Government Grant pursuant to the Special Conditions 7(f)(ii), (8)(b)(vi), (9)(b), (99)(a)(ii) and (100)(a)(ii) of the Government Grant;
- (ii) the Public Open Space;
- (iii) those parts of the 24-hour covered pedestrian walkway (as referred to in Special Condition (53)(b)(iv) of the Government Grant), the Covered Footbridge (as defined in Special Condition (54)(a) of the Government Grant), the Internal Transport System (as defined in Special Condition (60)(a) of the Government Grant), the emergency vehicular access (as referred to in Special Condition (60)(f) of the Government Grant) and the Lighting System (as defined in Special Condition (60)(g) of the Government Grant) which:
 - (1) do not fall within the boundaries of any Phase;
 - (2) do not form parts of the Residential Development Common Areas or the Residential Development Common Services and Facilities; and
 - (3) do not form parts of the Phase I Extra-Phase Common Areas or the Phase I Extra-Phase Common Services and Facilities

pursuant to Special Conditions (53)(b)(iii), (54)(f), (60)(b), (60)(f) and (60)(g)(i) respectively of the Government Grant.

(d) Notwithstanding anything contained in Clause 8(a) of this Section, MTR as Owner of the Station Complex and the Reserved Areas (if any) shall contribute a proportion of the cost of submitting the proposals for dealing with potential landfill gas and leachate migration and the implementation of the approved proposals pursuant to Special Condition (90) of the Government Grant.

(e) The proportion of the cost of upholding, management, repair, maintenance and insurance to be contributed by MTR as Owner of the Station Complex and the Reserved Areas (if any) under Clauses 8(c) and 8(d) of this Section shall be calculated in the proportion that the construction gross floor area of the Station Complex (i.e. 127,000 sq.m.) together with the construction gross floor area of the Reserved Areas (if any) (collectively, "the Construction GFA of Station Complex and Reserved Areas") bears to the construction gross floor areas of all those parts of the Non-Station Development which has/have been completed for the time being ("the Construction GFA of the Completed Non-Station Development") plus the Construction GFA of Station Complex and Reserved Areas but in any event shall not be less than 5.1%. For the purpose of this sub-clause, "the construction gross floor area of the Reserved Areas (if any)" shall mean the actual gross floor area of the Reserved Areas (if any) irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant and "the Construction GFA of the Completed Non-Station Development" shall mean the total of the actual gross floor areas of the then completed Residential Accommodation (as defined in the Government Grant) and the actual gross floor areas of the then completed Commercial Accommodation (as defined in the Government Grant) as certified by the Authorised Person(s) of the relevant Phase(s) irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant.

**Obligations of
the Owner of
the Government
Accommodation and the
Owners of the
Non-Station
Development (excluding
the Government
Accommodation)**

9. (a) FSI shall be responsible for the maintenance and management of all parts of the Primary Schools, the Secondary Schools and the Soccer Pitch as respectively defined in Special Conditions (17)(a)(x) and (17)(a)(xi) of the Government Grant forming part of the Government Accommodation except building services which do not exclusively serve the said Primary Schools, Secondary Schools and Soccer Pitch and the foundation and/or structural slabs of the said Primary Schools, Secondary Schools and Soccer Pitch erected on or above the Depot Roof.

(b) The Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation (excluding the Items) but not any other part of the Non-Station Development nor the Outside Area. The Owner of the Government Accommodation shall in accordance with Special Condition

(58)(a)(ii)(I)(C) of the Government Grant pay to the Manager the contributions to Management Charges only in respect of facilities or services which actually serve those parts of the Government Accommodation specified in Special Condition (58)(a)(ii)(I)(C) of the Government Grant or are used by the occupier thereof, his servants, contractors, agents or visitors in the proportion that the Management Units to be allocated to such parts of the Government Accommodation bears to the total Management Units allocated to the relevant Phase or those of the Non-Station Development (as the case may be) Provided that GPA or the person nominated by the Director for this purpose shall make the decision in respect of the facilities and services which actually serve such parts of the Government Accommodation or are used by the occupier thereof, his servants, contractors, agents or visitors Provided Further that the Owner of the Government Accommodation shall incur no liability for payment of any contributions to Management Charges unless and until the amount of the same shall have first been approved in writing by the GPA or person nominated by the Director for this purpose and the contributions shall only be payable from the date of the assignment of the relevant part of the Government Accommodation or the date of taking over the relevant part of the Government Accommodation, whichever is the earlier. The Owner of the Government Accommodation shall not be liable to make any further contribution towards the Management Charges calculated in accordance with Clause 5(b) of Section J of this Deed.

(c) The Owners of Units in each Phase (save and except the Owner of the Government Accommodation) shall, acting by the Manager, be responsible for maintaining, managing and repairing the Items situated in that Phase subject to any contribution by FSI under Special Condition No.(58)(a)(ii)(I) of the Government Grant and shall indemnify FSI and the Government against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property arising out of or as a consequence of a failure to maintain, manage and repair the Items aforesaid.

Works by Owners

10. (a) Owners shall apply for the Manager's consent to all matters which require such consent under the terms of this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant and shall be bound by the Manager's decision and shall comply with any terms or conditions which the Manager may impose.

(b) Any work, whether or not the Manager's consent is required for the same, shall in all respects fully comply with the Buildings Ordinance and any Regulations thereunder (save for works to the Station Complex which are exempted from the requirements of the Buildings Ordinance and the Regulations thereunder) and with the requirements of any other relevant ordinances or competent authority and in carrying out such work an Owner (save and except the Owner of the Government Accommodation) shall and shall cause his servants, agents, contractors and workmen to cooperate fully with the Manager and all servants, agents, contractors and workmen of the Manager and with other Owners, tenants or

contractors carrying out work in the Non-Station Development. An Owner (save and except the Owner of the Government Accommodation), his servants, agents, contractors and workmen shall obey and comply with all reasonable instructions and directions which may be given by the Manager in connection with the carrying out of such work.

(c) The Owner of the Station Complex may carry out any work relating to the safety or operation of the Mass Transit Railway within the Non-Station Development without the Manager's consent Provided that for such purpose the Owner of the Station Complex may enter upon the Government Accommodation only if the entry is unavoidable and with the prior approval of the Owner of the Government Accommodation (except in case of emergency) and the least disturbance being caused and the Owner of the Station Complex shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation and shall indemnify the Owner of the Government Accommodation from and against all costs and expenses incurred for any damage caused to the Government Accommodation and Provided Further that the Owner of the Station Complex shall at its own expense make good any damage caused to the Non-Station Development as a result of carrying out such works. Save the aforesaid, an Owner (save and except FSI) shall if required by the Manager pay on demand all costs, charges and expenses (without prejudice to the generality of the foregoing, including legal costs and fees payable to professional consultants and advisers) which may be reasonably incurred by the Manager in connection with any licence or consent required by these provisions. The Manager shall be entitled to charge the Owners (excluding FSI) and retain a reasonable fee for processing such consent and all such fee shall be credited to the Special Funds.

Station Protection

11. (a) No Owner shall carry out any building works, foundation works or any other works on or within the Land or any part thereof which shall damage, interfere with, obstruct or endanger the operation of the Station Complex or any Mass Transit Railway Structures and Installations in or passing through or in the vicinity of the Land or any part thereof. The Owners shall at their own expense take such measures and precautions as may be required by the Director as to ensure the safety of the Mass Transit Railway Structures and Installations and the operation of the Station Complex.

(b) Throughout the whole of the Term the Owners shall comply with and observe to the satisfaction of the Director of Buildings all the requirements imposed by the Director of Buildings to protect the Mass Transit Railway Structures and Installations.

(c) The Owners shall satisfy themselves as to the extent of the Mass Transit Railway and Station Complex constructed on or in the vicinity of the Land and shall not make any claim against the MTR and the Government, its officers, servants and agents and any other persons authorized by it or them for any damage, loss, nuisance or disturbance

whatsoever caused to or suffered by the Owners arising out of the presence, operation or maintenance of the Mass Transit Railway and Station Complex.

(d) . Prior to the commencement of any works whatsoever on the Land, the Owners shall consult with MTR so as to ensure that any such works do not damage, interfere with or endanger any railway structures or installations or the safe operation of the Mass Transit Railway (as to which the decision of MTR shall be conclusive) and if required by MTR the Owners shall, at their expense, take such precautions to ensure the safety of any railway structures or installations and the operation of the Mass Transit Railway.

(e) The Owners shall observe and comply with all Ordinances, By-laws and Regulations for the time being in force and relating to the Mass Transit Railway.

Owner to make good loss or damage

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

Indemnity

13. Each Owner (save and except the Owner of the Government Accommodation) shall be responsible for and shall indemnify the Manager and all other Owners and occupiers against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property caused by or as the result of his own act or negligence or that of any person occupying any Unit (save and except the Government Accommodation) of which he is the Owner or using the same with his consent, express or implied or by, or through, or in any way owing to the overflow of water or escape of fire or other substances originating therefrom.

Appointment of Attorney

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

Covenant in assignment

15. (a) An Owner shall not assign his Unit unless the assignment includes the following covenants :

"1. The Purchaser covenants with MTR Corporation Limited (which expression shall include its successors and assigns (other than the Purchaser) and attorneys) ("MTR") for the purpose of enabling MTR to

exercise all or any of the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted under Clause 3 of Part II of the Second Schedule to the Principal Deed of Mutual Covenant and Management Agreement dated the 16th day of June 2009 relating to The Remaining Portion of Tseung Kwan O Town Lot No.70 (the "**Principal Deed of Mutual Covenant and Management Agreement**") and to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the "**Covenanting Purchaser**") and shall enure for the benefit of The Remaining Portion of Tseung Kwan O Town Lot No.70 ("the Lot") and the development constructed or to be constructed thereon (save and except the Property) and be enforceable by MTR that :-

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

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

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

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

2. The Purchaser further covenants with the Vendor and the Government to the intent that these covenants shall run with and be annexed to the Property and be binding on the Covenantee Purchaser that:

- (a) the Covenantee Purchaser hereby expressly waives any and all claims he might have against the Government as a result of or arising out of the reclamation works referred to in Special Condition (85) of the Government Grant, and hereby releases the Government from any liability which might arise in the future relating to or arising from the reclamation of the Lot, or any ground or residual

settlement or change in level of the Lot;

- (b) the Covenantee Purchaser will not take any proceedings, or make any demand or claim against the Government in connection with the reclamation works referred to in Special Condition (85) of the Government Grant or as a result of any ground or residual settlement or change in the levels of the Lot which may occur in the future, howsoever arising, and whether or not any such settlement or change in level was reasonably foreseeable; and
- (c) in the event of the Covenantee Purchaser selling or otherwise disposing of the Property, the Covenantee Purchaser shall sell or otherwise dispose of the Property subject to Special Condition (85)(d) of the Government Grant and upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (a) and (b) hereinbefore contained and this covenant (c)."

(b) Prior to the issue of a certificate that the conditions contained in the Government Grant have been complied with to the satisfaction of the Director (as to which the certificate by or on behalf of the Director shall be conclusive and no account shall be taken of whether MTR has, as a matter of fact, complied with the said conditions, or any of them), an Owner shall not assign his Unit unless the assignment includes the following covenant :

"3. The Purchaser, for himself, his successors, executors, administrators and assigns hereby expressly confirms acknowledges undertakes and covenants with MTR and the Government that:

(a) prior to the issue of a certificate that the conditions contained in the Government Grant have been complied with to the satisfaction of the Director of Lands ("the Certificate") (as to which the Certificate by or on behalf of the Director of Lands shall be conclusive and, for the purposes of this sub-clause, no account shall be taken of whether MTR has, as a matter of fact, complied with the said conditions, or any of them), the Government and MTR (who for this purpose excludes its successors and assigns) have the right

(i) to agree and enter into any addition, substitution, variation, alteration, modification or amendment to the Government Grant (including, but not limited to, the modification of General Condition No.5) and, without limitation, to any drawings, designs, plans of any nature or purpose whatsoever (whether required under the Government Grant or otherwise), including but not limited to layout plans, general building plans, car parking layout plans,

landscape plans, concept plans, submissions and the Technical Schedules annexed to the Government Grant;

- (ii) to apply for and obtain any other consents, waivers, permissions, approvals or any other decision from the Director of Lands and which shall be subject only to the special approval of the Director of Lands which he may give or refuse in his absolute discretion (and whose decision shall be final) and subject to any conditions which may be imposed by him (including the payment of any premium or fees as he may require);
- (iii) to enter into any deed poll, or to surrender, dedicate or assign to the Government any part of The Remaining Portion of Tseung Kwan O Town Lot No.70 or the development thereon or any interest therein, or to carve out any part of The Remaining Portion of Tseung Kwan O Town Lot No.70 for any purpose whatsoever and to execute and take up any grant of an extension to the area of The Remaining Portion of Tseung Kwan O Town Lot No.70;

without any need to consult with or obtain the agreement, approval or consent of any purchaser, sub-purchaser, mortgagee, chargee, tenant, licensee or holder of any other interest (whether beneficial or otherwise) in The Remaining Portion of Tseung Kwan O Town Lot No.70 (all hereinafter referred to and included in the expression "Owners" and which shall include the Purchaser and his successors, executors, administrators and assigns) and to sign or execute any documents necessary to do so without joining in or requiring the signature of the Owners for their interest (if any) PROVIDED THAT any agreement with the Government shall require the prior approval of the Owner of the Government Accommodation if the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) PROVIDED FURTHER THAT FSI as Owner of the Government Accommodation shall join in and sign or execute any documents necessary to the exercise of MTR's aforesaid right if the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) and the said approval of the Owner of the Government Accommodation has been obtained or if the Government considers necessary. For the avoidance of doubt, nothing contained in this sub-clause shall in any way prejudice or affect the rights of MTR and the Government under General Condition No.5 of the Government Grant with regard to the Owners other than the Owner of the Government Accommodation as aforesaid;

(b) no addition, substitution, variation, alteration, modification, amendment, consent, waiver, approval, permission or other act of the Director of Lands, nor any deed poll, surrender, dedication, assignment to Government or extension to The Remaining Portion of Tseung Kwan O Town Lot No.70 as referred to in General Condition No.5 of the Government Grant shall give the Owners any right of action under the Government Grant against the Government or MTR;

(c) the Purchaser and his successors, executors, administrators and assigns shall not be entitled, whether before or after completion of the sale and purchase, to raise any objection to anything done or proposed to be done under sub-clause (a) above and they will not pursue any claim either against MTR or the Government arising out of or in relation to or in connection with any such matter; and

(d) in the event of the Purchaser or his successors, executors, administrators or assigns selling or otherwise disposing of the Property prior to the issue of the Certificate by the Director of Lands, the Purchaser or his successors, executors, administrators or assigns (as the case may be) shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall give the same confirmation, acknowledgement, undertaking and covenant on terms similar in scope and extent as those contained in this clause in favour of MTR and the Government in all subsequent assignments of the Property executed prior to the issue of the Certificate by the Director of Lands.”

**Maintenance of
Slopes and
Retaining Walls**

16. (a) The Owners shall at their own expense, maintain, repair and carry out such works as are necessary in relation to any slopes, retaining walls, supports, foundations, drainage works or other structures within or outside the Land (collectively “slope structures”), including but not limited to those slope structures more particularly identified on the Slope Plan I and Slope Plan II annexed to this Deed and those slope structures to be more particularly identified on the slope plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant, for the purpose of complying with the provisions of the Government Grant and "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office of the Civil Engineering and Development Department (as amended or substituted from time to time) and the maintenance manual for the slope structures (“slope maintenance manual”) prepared in accordance with Geoguide 5 Provided that if any of the slope structures is situated within or abutting on a Phase or Phases or the Station Complex, only the Owners of Units in that Phase or the relevant Phases or the Owner of the Station Complex (as the case may be) shall at their own expense be responsible for maintaining, repairing and carrying out works in respect of such slope structures in accordance with this Clause. Notwithstanding the proviso above, the cost of maintaining, repairing and carrying out works in respect of the slope structures within the Green Hatched Black Area as defined in

Special Condition (8)(b)(iii) of the Government Grant and more particularly identified on Slope Plan II annexed to this Deed shall be borne by and apportioned between MTR as Owner of the Station Complex and the Owners of the part(s) of the Non-Station Development which has/have been completed for the time being pursuant to Clause 8(e) of this Section but subject to Clause 9 of this Section.

(b) The Owner of the Station Complex shall at its own expense be solely responsible for maintaining, repairing and carrying out works in respect of the slope structures within or abutting on the Station Complex and more particularly identified on Slope Plan I annexed to this Deed.

Maintenance of ground anchors

17. The Owners of Units in each Phase (save and except the Owner of the Government Accommodation) (acting by the Manager) and the Owner of the Station Complex shall at their own expense be responsible for carrying out regular maintenance and regular monitoring of any prestressed ground anchors installed in that Phase or the Station Complex respectively (as the case may be) throughout their service life to the satisfaction of the Director and supply to the Director of such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require in compliance with Special Condition (70) of the Government Grant.

Grant of rights of way and easements

18. The Owners shall upon demand by the Government grant free of costs and charges all necessary rights of way, easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water, electricity storage, transformation and supply systems), rights of support and the passage of gas, electricity, water, soil, drainage, air, smoke or other effluent, telephone lines, cooling water and other services to and from Section A of Tseung Kwan O Town Lot No.70 or any part or parts of it through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or passing along, through, over, upon, under or in the Land or any buildings, structures and erections on it or any part or parts of it, as may be required by the Government to the owners of Section A of Tseung Kwan O Town Lot No.70 and their successors and assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) throughout the term of the Government Grant for all purposes connected with the proper use and enjoyment of Section A of Tseung Kwan O Town Lot No.70 and the buildings erected or to be erected thereon and it is excepted and reserved unto the Manager the right more particularly mentioned in Clause 2(e) of Part II of the Second Schedule to this Deed and unto MTR the right more particularly mentioned in Clause 3(z) of Part II of the Second Schedule to this Deed for the purpose of effecting the said grant of rights of way, easements or quasi easements, rights of support and passage of services

and facilities Provided That the grant of such rights of way, easements or quasi easements, rights of support and passage of services and facilities shall not adversely affect the use and enjoyment of the Government Accommodation.

**No conversion of
Common Areas**

19. (a) Subject to MTR's reserved rights under Clause 3 of Part II of the Second Schedule to this Deed, no Owner may convert any of the Common Areas to his own use or for his own benefit unless the approval of the Development Owners Committee or the relevant Owners Sub-Committee (as the case may be) has been obtained. Any payment received for the approval shall be credited to the relevant Special Fund.

(b) Subject to MTR's reserved rights under Clause 3 of Part II of the Second Schedule to this Deed, no Owner (except MTR as the Owner of the uncompleted portion of the Non-Station Development shall have the right to designate part or parts of the uncompleted portion of the Non-Station Development to be Common Areas in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to this Deed) may convert or designate any of his own areas as Common Areas unless the approval by a resolution of Owners at a meeting of the Owners of the Non-Station Development convened under this Deed or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) has been obtained. No Owner nor the Manager will have the right to re-convert or re-designate the Common Areas to his or its own use or benefit.

SECTION F

MEETINGS OF THE OWNERS OF THE NON-STATION DEVELOPMENT

Meetings of the Owners

1. Subject to Clause 12 of this Section, from time to time as occasion may require there shall be meetings of the Owners of the Non-Station Development to discuss and decide matters concerning the Non-Station Development and/or the Outside Area as hereinafter mentioned and in regard to such meetings the provisions of this Section shall apply. The procedure at a meeting of the Owners of the Non-Station Development shall be as is determined by the Owners of the Non-Station Development.

Annual Meeting

2. (a) The Manager shall convene a meeting of the Owners of the Non-Station Development the first such meeting is to be convened within nine months of the date of this Deed (and to call further and subsequent meetings if required), which meeting must appoint a Chairman and the members of the Development Owners Committee or must appoint a management committee for the purpose of forming the Owners Corporation under the Building Management Ordinance.

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

Convening of Meeting

3. A meeting of Owners of the Non-Station Development may be validly convened by:

- (a) the Development Owners Committee;
- (b) the Manager; or
- (c) an Owner appointed to convene such a meeting by the Owners of the Non-Station Development of not less than 5% of the Shares attributable to the Non-Station Development in aggregate.

Notice

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

- (a) by delivering it personally to the Owner;
- (b) by sending it by post to the Owner at his last known

address; or

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

Provided that if the matter or matters to be discussed or resolved may in the reasonable opinion of MTR affect or have an impact on the Station Complex and/or be ancillary or pertaining thereto, notice of meeting shall also be served on MTR as aforesaid and MTR shall be entitled to attend the meeting.

Quorum

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

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

Chairman

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

Minutes

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

Voting

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

(b) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Building Management Ordinance, and shall be signed by the Owner, or if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf. The instrument appointing a proxy shall be lodged with the Chairman of the Development Owners Committee or, if the meeting is convened under Clause 3(b) or 3(c) of this Section, the person convening the meeting at least 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.

(c) Every Owner present in person or by proxy and entitled to vote shall have one vote for each Share of which he is the Owner. In the case of Owners who together are entitled to one such Share, such Owners shall jointly have one vote for each such Share owned by them and the vote in respect of that Share may be cast (i) by a proxy jointly appointed by the co-Owners, or (2) by a person appointed by the co-Owners from amongst

themselves, or (3) if no appointment has been made under (i) or (ii) above, then either personally or by proxy by one of the co-Owners, and, in case of any meeting where more than one of the co-Owners seeks to cast a vote in respect of that Share, only the vote that is cast, in person or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Share in the register kept in the Land Registry shall be treated as valid. If a poll is duly demanded it shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

(d) In the case of equality of voting the Chairman shall have a second or casting vote.

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

(f) For the avoidance of doubt, there shall not be any votes attaching to Shares allocated to the Common Areas nor shall such Shares be taken into account for the purpose of counting a quorum of any meeting, and the Manager shall not be entitled to vote as trustee of the relevant Owners of the Shares allocated thereto at any meeting of the Owners whether under this Deed, the Building Management Ordinance or otherwise.

**Resolutions
binding on Owners**

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

- (i) the notice convening the meeting shall have been duly given and shall have specified the intention to propose a resolution concerning such matter;
- (ii) no resolution purporting to be passed at any such meeting concerning any matter not mentioned in such notice shall be valid;
- (iii) no resolution shall be valid to the extent that it purports to alter or amend the provisions of this Deed or is inconsistent therewith save as herein specifically provided;
- (iv) no resolution shall be valid to the extent that it is in conflict with or contrary to any order ruling or judgment of the Hong Kong courts or any mandatory provision of any statute;
- (v) no resolution (other than a resolution pursuant to Section D of this Deed) shall have any adverse effect on the use, operation or maintenance of the

Government Accommodation or any part thereof or the services and facilities supplying the Government Accommodation; and

- (vi) any resolution on matters or issues which in the reasonable opinion of MTR may affect or have an impact on the Station Complex and/or be ancillary or pertaining thereto, shall be subject to the agreement of MTR.

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

Accidental omission of notice

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

Resolutions requiring special majority

11. Notwithstanding the provisions of Clause 9 of this Section, no resolution in respect of the matters referred to in Section D or Clause 2(b) of Section H of this Deed shall be valid unless passed by the majorities specified therein.

Right of Owner of the Station Complex

12. The Owner of the Station Complex shall have the right to convene meeting, receive notice and attend, be counted as quorum and vote at any meeting of the Owners of the Non-Station Development on matters or issues which may affect or have an impact on:

- (a) any part(s) of the areas and facilities in respect of which the Owner of the Station Complex is liable to contribute to the cost of upholding, management, repair, maintenance and insurance pursuant to Clause 8(c) of Section E of this Deed; or
- (b) the submission and implementation of the proposals for dealing with potential landfill gas and leachate migration pursuant to Special Condition (90) of the Government Grant.

With regard to such matters or issues, all the provisions of this Section shall also apply to the Owner of the Station Complex Provided That the Owner of the Station Complex shall only have such number of votes in respect of 5.1% of the total Shares of and in the Land and the Development.

**Meetings of the Phase
Owners**

13. In addition to the meeting of all Owners of the Non-Station Development, there shall be meetings of the Owners of each Phase from time to time as occasion may require to discuss and decide matters concerning that Phase and such meeting shall be held in accordance with and regulated by the provisions of the relevant Sub-Deed of Mutual Covenant.

**Meetings of the Owners
or the Owners
Corporation**

14. (a) At any meeting of the Owners Corporation, the Owner of the Station Complex shall only vote on matters or issues which in the reasonable opinion of the Owner of the Station Complex may affect or have an impact on:

- (i) the Station Complex and/or be ancillary or pertaining thereto;
- (ii) any part(s) of the areas and facilities in respect of which the Owner of the Station Complex is liable to contribute to the cost of upholding, management, repair, maintenance and insurance pursuant to Clause 8(c) of Section E of this Deed; or
- (iii) the submission and implementation of the proposals for dealing with potential landfill gas and leachate migration pursuant to Special Condition (90) of the Government Grant

Provided That in case of (ii) or (iii) above, the Owner of the Station Complex shall only have such number of votes in respect of 5.1% of the total Shares of and in the Land and the Development.

(b) At any meeting of the Owners for appointment of the management committee for the purpose of forming the Owners Corporation pursuant to Section 3, 3A, 4 or 40C of the Building Management Ordinance (Cap.344), the Owner of the Station Complex shall abstain from voting.

SECTION G

OWNERS COMMITTEES

Function and power of the Committee

1. (a) There shall be the following Owners Committees namely :
 - (i) Owners Sub-Committee for each Phase; and
 - (ii) the Development Owners Committee.
- (b) The function of the Development Owners Committee shall be to :
 - (i) represent the Owners in all dealings with the Manager;
 - (ii) discuss issues relating to the maintenance and management of the Non-Station Development Common Areas, Non-Station Development Common Services and Facilities, Residential Development Common Areas, Residential Development Common Services and Facilities and the Outside Area and to make known to the Manager its views;
 - (iii) exercise any statutory rights or duties given to it pursuant to the Building Management Ordinance;
 - (iv) exercise any power, discretion or duty given to it pursuant to this Deed;
 - (v) in the event of the resignation or termination of the appointment of the Manager from time to time appointed pursuant to this Deed to call a meeting of Owners for the purpose either of incorporation of the Owners pursuant to the Building Management Ordinance or of approving the appointment of replacement Manager under this Deed.
- (c) The function of the Owners Sub-Committee for each Phase shall be to :
 - (i) represent the Owners of that Phase in all dealings with the Manager;
 - (ii) discuss issues relating to the maintenance and management of the common areas and facilities

relating to that Phase as described in the Sub-Deed of Mutual Covenant relevant to that Phase and in case of Phase I, also the Phase I Extra-Phase Common Areas and the Phase I Extra-Phase Common Services and Facilities;

- (iii) exercise any statutory rights or duties given to it pursuant to the Building Management Ordinance;
- (iv) exercise any power, discretion or duty given to it pursuant to this Deed and the relevant Sub-Deed of Mutual Covenant.

(d) For the avoidance of doubt, issues and matters which may in the opinion of MTR affect or have an impact on the Station Complex and/or be ancillary or pertaining thereto and which require involvement of the Owners shall be discussed in the Development Owners Committee meeting or meeting of the Owners of the Non-Station Development, and the Station Complex representative shall only be obliged to attend the meetings of the Development Owners Committee on issues affecting or having an impact on the Station Complex or matters ancillary thereto and to demand a poll in respect of resolution on such matters or issues Provided that a reasonable prior notice of the meeting shall be served on MTR in accordance with Clause 11 of this Section and any resolution on such matters or issues shall be subject to the agreement of MTR.

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

Number of members

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

- (a) such number of representatives of each Owners Sub-Committee for each Phase at the rate of one representative for every 200,000 square metres of the Gross Floor Area of the Units in that Phase and if the Gross Floor Area of the Units in a Phase is less than 200,000 square metres, one representative of the Owners Sub-Committee of that Phase Provided That the representative of FSI as Owner of the Government Accommodation shall not be a member of the Development Owners Committee and the Gross Floor Area of the Government Accommodation in a Phase shall be excluded from the calculation of the Gross Floor Area in that Phase;

- (b) one member as representative of the Station Complex.

Quorum

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

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

Eligibility for appointment

4. Any representative of the Station Complex or any member of an Owners Sub-Committee for any Phase shall be eligible for appointment to the Development Owners Committee provided, in the latter case, he is also :-

- (a) an Owner (including any one of two or more co-Owners);
- (b) the duly authorised representative (provided that such authorization shall be in writing addressed to the relevant Owners Sub-Committee and may be revoked at any time on notice in writing given to the relevant Owners Sub-Committee), in his place, of any Owner, being:
 - (i) the representative of an Owner which is a corporate body;
 - (ii) the husband, wife, or adult family member of an Owner provided such husband, wife or adult family member resides in or occupies such Owner's Unit; or
 - (iii) the occupying tenant of any Unit.

Election of members

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

(b) The first member of the Development Owners Committee representing the Station Complex shall be appointed by MTR who may remove and replace their representative as they see fit providing notice of any removal or replacement shall be given to the Development Owners Committee.

(c) All subsequent members of the Development Owners Committee representing each Phase shall be elected by the relevant Owners Sub-Committees following their formation on completion of each Phase at

the Annual Meeting of the relevant Owners Sub-Committee held pursuant to the relevant Sub-Deed of Mutual Covenant.

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

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

Officers

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

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

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

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

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

Tenure of office

7. (a) Members of the Development Owners Committees shall hold office until the Annual Meeting of Owners next following their appointment or election provided that if the office of the retiring members or any of them is not filled, or if in any year no Annual Meeting is held, such members or member shall continue in office until the next Annual Meeting.

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

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

- (i) he resigns by notice in writing to the Committee;
- (ii) he ceases to be eligible;
- (iii) his authority is revoked by the Owner(s) he

represents;

- (iv) he, or the Owner(s) he represents, becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty;
- (v) he becomes incapacitated by physical or mental illness;
- (vi) he, or the Owner(s) he represents, has defaulted in paying his contribution towards the Management Charges;
- (vii) he, or the Owner(s) he represents, fails to observe and perform the provisions of this Deed.

(d) Any one or more members of the Development Owners Committee may be removed from office by a resolution of the Owners of Units in the Phase which he represents at an Extraordinary Meeting convened for the purpose in the same manner as is provided for a meeting of the Owners in Section F of this Deed and at any such Meeting, new members of the Development Owners Committee may be appointed in the place of those removed from office.

Votes of members

8. Save where a poll is demanded in respect of a vote at a Development Owners Committee meeting members of the Development Owners Committee shall be entitled to one vote each at Committee meetings and resolutions shall be passed by a simple majority of those present in person or by proxy and voting. In the case of equality of voting the Chairman shall have a second or casting vote. Proxies shall be in writing and shall be deposited with the Chairman of the meeting prior to the commencement of the meeting. Where a poll is demanded at a Development Owners Committee meeting representatives of each Phase shall jointly have one vote for each Share (excluding such Shares allocated to the Common Areas) allocated to the Phase which they represent. In the event that representatives of a Phase do not vote unanimously then the Shares which they represent shall be apportioned in the same manner as they vote.

Power to make rules

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

Manager to be invited

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

**Power to
call meeting**

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

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

**Government
Accommodation
Representative**

12. The Development Owners Committee shall invite to all of its meetings the person nominated from time to time by FSI as its representative and provide such person free of charge with agendas, notices and minutes of the said meetings. FSI shall notify the Development Owners Committee in writing of its representative from time to time. The representative of FSI attending any meeting of the Development Owners Committee shall be entitled to make his views known to the Committee on any subject for discussion but shall have no vote.

SECTION H

APPOINTMENT AND REMUNERATION OF THE MANAGER

Appointment of the Manager

1. (a) MTR Corporation Limited shall be appointed and hereby accepts appointment as the Manager of the Development to manage and provide services in respect of the whole of the Non-Station Development and the Outside Area in accordance with the provisions of, and on the terms and conditions set out in this Deed. For the avoidance of doubt, all the provisions contained in the Building Management Ordinance (Cap.344) as amended or varied from time to time or any legislation replacing the Building Management Ordinance (Cap.344) in relation to "DMC manager" and/or "manager" as defined in the Building Management Ordinance (Cap.344), including but not limited to the provisions contained in Schedule 7 and Schedule 8 to the Building Management Ordinance (Cap.344), shall be applicable to the Manager appointed under this Deed and any subsequently appointed Manager. Also for the avoidance of doubt, the Station Complex shall be managed and controlled by the Owner of the Station Complex in his sole discretion and the Manager shall have no right to interfere with the management or control of the Station Complex or any part thereof in any manner.

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

(c) Subject to the provisions of the Building Management Ordinance and the provisions for termination hereinafter contained, such appointment shall be for an initial period commencing on the date of this Deed in respect of the Non-Station Development and expiring two years after the date of the Sub-Deed of Mutual Covenant or Deed Poll in respect of the final Phase of the Non-Station Development or on the expiration of the building covenant period under the Government Grant whichever is the earlier ("the initial period").

(d) If and when the said appointment of MTR Corporation Limited or the appointment of such other person, firm or company as herein provided is terminated, the Owners, acting through the Development Owners Committee in accordance with the provisions in that behalf contained in Section G of this Deed, may appoint such other person, firm or company as

they may decide to be the Manager.

**Termination of
appointment**

2. (a) The Manager may terminate its appointment at any time by giving not less than three months' notice in writing expiring at the end of the initial period or at any time thereafter to the Development Owners Committee or where there is no Development Owners Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Non-Station Development. Where there is no Development Owners Committee, the notice referred to in this sub-clause may be given:

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

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

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

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

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

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

in aggregate,

terminate by notice the appointment of the Manager without compensation.

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

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

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

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

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

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

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

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

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

(j) If a notice to terminate the Manager's appointment is given under sub-clauses (d) or (h) of this Clause:

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

**Delivery of books
and bank accounts**

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

(b) If the Manager's appointment ends for any reason, it shall within 2 months of the date its appointment ends at the cost and expense of the Owners :-

(i) prepare :

- (1) an income and expenditure account for the period beginning with the commencement of the financial year in which his appointment ends and ending on the date his appointment ended; and
- (2) a balance sheet as at the date his appointment ended;

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

(ii) deliver to the Development Owners Committee (if any) or the Manager appointed in his place any books or records of account, papers, documents and other records which are required for the purposes of paragraph (b)(i) of this Clause

and have not been delivered under paragraph (a) of this Clause.

**The Manager's
Remuneration**

4. (a) The Manager shall be entitled to charge a monthly fee as remuneration for the performance of its duties hereunder, such fee to be payable in advance on the first day of each calendar month by way of deduction from the Management Charges collected as provided in this Deed PROVIDED THAT by a resolution of Owners at a meeting of the Owners of the Non-Station Development convened under this Deed or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be), the Manager's Remuneration in respect of any expenditure out of the relevant Special Funds may be payable by way of deduction out of the relevant Special Funds as and when such expenditure is incurred.

(b) (i) The amount of such remuneration shall be fixed at 10% of the expenditure referred to in Clause I of Section J of this Deed incurred by the Manager in any financial year in the management of the Non-Station Development and the Outside Area (exclusive of Government rent and the Manager's Remuneration). The percentage of total annual expenditure against which the Manager's Remuneration is calculated may be reviewed by a majority resolution passed at a meeting of the Owners of the Non-Station Development.

(ii) For the purpose of calculating the Manager's Remuneration the total expenditure incurred in the management of the Non-Station Development and the Outside Area shall exclude any capital expenditure or expenditure drawn out of the Special Funds provided that by a resolution of Owners at a meeting of the Owners of the Non-Station Development convened under this Deed or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be), any capital expenditure or expenditure drawn out of the relevant Non-Station Development Special Fund(s) or the relevant Phase Special Fund(s) (as the case may be) (exclusive of the Manager's Remuneration in respect of such expenditure) may be included for calculating the Manager's Remuneration at the rate specified in sub-clause (b)(i) of this Clause or at any lower rate as considered appropriate by the Owners.

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

Manager as Agent

5. Subject to the provisions of the Building Management Ordinance, the Manager is appointed to act as agent for and on behalf of all the Owners duly authorised in accordance with the provisions of this Deed Provided That the Manager shall not represent FSI or GPA in any dealings with the Government.

Owners Corporation

6. Notwithstanding anything contained in this Deed, during the existence of an Owners Corporation in respect of the Development under the Building Management Ordinance as amended or varied from time to time or any legislation replacing the Building Management Ordinance, the rights, duties, powers and obligations relating to the control, management and the administration of the Non-Station Development and the Outside Area conferred by this Deed shall vest in the Owners Corporation and the general meeting of the Owners Corporation convened under the Building Management Ordinance shall take the place of the meeting of Owners under this Deed and the Management Committee of the Owners Corporation (which shall be constituted and elected in accordance with Section G of this Deed) shall take the place of the Development Owners Committee under this Deed.

Manager as Owner

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

SECTION I

POWERS AND DUTIES OF THE MANAGER

Authority and duties of the Manager

1. (a) Subject to the provisions of the Building Management Ordinance, the Manager shall in respect of any part of the Non-Station Development in respect of which an Occupation Permit has been issued and the Outside Area have the authority to do all such acts and things as may be necessary or requisite for the management of the relevant part of the Land and the Non-Station Development and the Outside Area and anything reasonably incidental thereto for and on behalf of all the Owners in accordance with the provisions of this Deed.

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

- (i) To employ and to dismiss accountants, caretakers, security guards, watchmen, cleaners, attendants, gardeners and such other staff as may be required for the proper management of the Non-Station Development and the Outside Area.
- (ii) To demand and receive from each Owner in accordance with the provisions of Section J of this Deed the Management Charges which shall without prejudice to any other remedy available hereunder be recoverable by the Manager by civil action and the defaulting Owner shall not be entitled to dispute the right of the Manager to sue and recover unpaid Management Charges.
- (iii) To pay the Government rent in respect of the Non-Station Development on the Owners' behalf in accordance with the provisions of Clause 3 of Section E of this Deed.
- (iv)
 - (01) (Unless otherwise directed by the Owners Corporation) To keep the Common Areas and the Common Services and Facilities insured in the full new reinstatement value thereof (plus a sum to cover demolition and clearance costs and Architects', Surveyors' and Engineers' rebuilding fees) against loss or damage of or to the buildings and other structures comprised within the

Common Areas and the Common Services and Facilities against the Insured Risks;

- (02) if the Manager shall think fit, to procure block insurance for the entire Non-Station Development and the Outside Area including those areas which are not the Common Areas in the full new reinstatement value thereof (plus a sum to cover demolition and clearance costs and Architects', Surveyors' and Engineers' rebuilding fees) against loss or damage of or to the buildings and other structures comprised within the Non-Station Development and the Outside Area against the Insured Risk;
- (03) (unless otherwise directed by the Owners Corporation) to keep the Common Areas and the Common Services and Facilities or if the Manager shall think fit the whole Non-Station Development and the Outside Area (including but not limited to the areas and facilities referred to in Clause 8(c) of Section E of this Deed) insured against Third Party and Property Owners' Liability; and
- (04) (unless otherwise directed by the Owners Corporation) to keep the Common Areas and the Common Services and Facilities or if the Manager shall think fit the whole Non-Station Development and the Outside Area insured against Employers' Liability in respect of the staff and/or the Manager's employees engaged in the management of the Non-Station Development and the Outside Area provided always if all or any of the staff and/or Manager's employees are not employed exclusively for the management of the Non-Station Development and the Outside Area the premium payable on the requisite policies shall be apportioned

accordingly;

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

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

Deed.

- (ix) To maintain and keep in good repair and condition the Common Areas.
- (x) To arrange for the cleaning and lighting of the Common Areas.
- (xi) To maintain and keep in good repair and condition the Common Services and Facilities and to replace or renew any parts that may need replacement or renewal.
- (xii) Subject to Clause 9(c) of Section E of this Deed, to maintain, manage and keep in good repair and condition the Items.
- (xiii) To provide at the request of an Owner of a Unit in the Commercial Development and the Kindergartens supply of air-conditioning outside the usual operational hours at such cost as determined by the Manager in circumstances where such Units receive air-conditioning supply through a central system under the Manager's control.
- (xiv) To maintain the fire protection and fire fighting systems, equipment and apparatus upon the Non-Station Development and in particular the automatically activated emergency lighting system providing emergency lighting for the staircases in accordance with the Code of Practice for Minimum Fire Service Installations and Equipment and to comply with all requirements of the Fire Services Department and generally so far as may be possible at all times to maintain the Non-Station Development safe from fire.
- (xv) To engage suitable qualified personnel to inspect maintain and repair the slope structures which are required to be maintained by the Owners of the Land pursuant to the provisions of the Government Grant and in accordance with "Geoguide 5 - Guide to Slope Maintenance" published by the Geotechnical Engineering Office of the Civil Engineering and Development Department as amended or replaced from time to time, the slope maintenance manual and all guidelines issued from time to time by the

appropriate Government departments regarding the maintenance of the slope structures Provided that the aforesaid right of the Manager may also be exercised by the Owners Corporation Provided further that the Manager shall not be personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners of the Land or the relevant Phase(s) or the Station complex (as the case may be) if having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all the relevant Owners.

- (xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9) (a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.
- (xvii) To provide such security guards, watchmen and caretakers and to provide and maintain such security systems, equipment and apparatus as the Manager deems necessary and generally so far as may be possible at all times to maintain security on and in the Non-Station Development.
- (xviii) upon completion of each Phase of the Residential

Development, the Manager may in its discretion form a Club and the Manager shall have the power in consultation with the Owners Sub-Committee (if any) of the relevant Phase from time to time to make revoke or amend the Club Rules. Each Owner of a Unit in the Residential Development and his family members shall subject to the Club Rules and payment of any fees imposed by the Manager become a member of the Club allocated to serve the relevant part of the Residential Development.

- (xix) To manage, control and supervise the use and operation of the Local Open Space and the Private Recreational Facilities, to insure against liability to persons using the same and to make, vary and enforce regulations regarding the persons using the same, the hours of use, fees for use and all other matters relating thereto provided that all fees and income shall be applied by the Manager first towards the repair, maintenance and improvement of the respective facilities and secondly, in respect of any excess, in the same way as other miscellaneous income as specified in Clause 7 of Section J of this Deed.
- (xx) To manage and control the visitor parking and loading and unloading areas and spaces forming part of the Common Areas for the benefit and use of the Owners and their bona fide guests and visitors.
- (xxi) To prevent any person from altering or injuring any part of the structure or fabric or external appearance of any building erected on or in the Non-Station Development and to remove any structure or installation, plant or equipment, aerial or any other fixture, sign or advertisement or any other thing whatsoever which contravenes the terms of this Deed and to demand and receive from the Owner by whom such thing as aforesaid was erected or installed the costs and expenses of such removal.
- (xxii) To prevent any person from overloading the floors or lifts or electrical installations of or in any building erected on or in the Non-Station Development.

- (xxiii) To prevent obstruction of any of the Common Areas.
- (xxiv) To prevent any decaying, noisome, noxious, excrementious or other refuse matter from being deposited on or in the Non-Station Development or any part thereof (other than at the refuse collection points provided for such purpose) and to remove any refuse and arrange for its disposal at regular intervals and to maintain either on or off site refuse collection facilities to the satisfaction of the Director of Food and Environmental Hygiene.
- (xxv) To prevent the carrying out of any building works, foundation works or any other works on or within the Land or any part thereof which may damage, interfere with, obstruct or endanger the operation of the Station Complex or any Mass Transit Railway Structures and Installations in or passing through or in the vicinity of the Land or any part thereof.
- (xxvi) To take such measures and precautions as may be required by the Director as to ensure the safety of the Mass Transit Railway Structures and Installations and the operation of the Station Complex.
- (xxvii) Throughout the whole of the Term to comply with and observe to the satisfaction of the Director of Buildings all the requirements imposed by the Director of Buildings to protect the Mass Transit Railway Structures and Installations.
- (xxviii) To use its best endeavours to prevent any breach by any person on or in the Non-Station Development of any provisions of the Government Grant and in the event of such a breach coming to its notice forthwith to convene a meeting of the Owners of the Non-Station Development affected by the breach in accordance with the provisions of Section F of this Deed.
- (xxix) To liaise with the relevant Government bodies or authorities (but not on behalf of FSI or GPA) on matters concerning the Non-Station Development and the Outside Area so that the interests of the

Owners and occupiers thereof are not unduly jeopardized by any public works and to make known their needs.

- (xxx) To appoint solicitors with authority to accept service of proceedings on behalf of all the Owners (other than FSI in respect of proceedings involving the Government) of the part or parts of the Non-Station Development affected.
- (xxxi) To do all things which the Manager shall in its absolute discretion deem necessary or desirable for the purposes of maintaining and, subject to prior consultation with the Development Owners Committee or the relevant Owners Sub-Committee, improving the amenities of the Non-Station Development for the better enjoyment or use thereof by the Owners and occupiers and their licensees.
- (xxxii) To give or refuse its consent or approval to anything which requires its consent or approval pursuant to this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant entered into pursuant to this Deed (such consent or approval shall not be unreasonably withheld) and to impose conditions or additional conditions relative thereto and the giving or refusing of such consent or approval and the imposing of such conditions shall be final and conclusive and binding on the Owners provided that the grant of any consent or approval by the Manager shall not relieve an Owner from obtaining all necessary governmental consents.
- (xxxiii) To enforce the due observance and performance of the terms and conditions of this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant entered into pursuant to this Deed by the Owners and occupiers and to take action in respect of any breach thereof including discontinuance of provision of management services to the defaulting Owners, entry upon a Unit to remedy any breach at the expense of the defaulting Owner following the expiration of reasonable notice requiring an Owner to remedy that breach (provided that the Manager shall make good all damages caused by such entry and at his own costs and expense make good all damages

caused by the default of the Manager and shall be liable for the negligent, wilful or criminal acts of the Manager, its staff, agents and contractors) and the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned.

- (xxxiv) Subject to Clause 9(b) of Section E of this Deed, to negotiate and agree with the Owner of the Government Accommodation the contribution to Management Charges payable in respect of those parts of the Government Accommodation liable to contribute to such sums pursuant to Special Condition (58)(a)(ii)(I)(C) of the Government Grant and any contributions received shall be credited by the Manager to the management account maintained pursuant to Clause 11 of Section J of this Deed.
- (xxxv) To undertake upon the request of the Owner of the Government Accommodation the maintenance of the services, facilities and installations serving exclusively the Government Accommodation whereupon the Owner of the Government Accommodation will reimburse the Manager with the costs expended in carrying out such maintenance on condition that the maintenance will not be carried out until the Manager has submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary and the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance work to be carried out by the Manager.
- (xxxvi) To provide appropriate and sufficient waste separation and recovery facilities including but not limited to waste separation bins at such locations within the Common Areas as the Manager may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Non-Station Development. The Manager shall ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route and that recyclable materials

recovered from the facilities or through the regular cleansing process shall be properly collected, stored and sent for recycling. The Manager shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to Owners and occupiers of the Non-Station Development.

- (xxxvii) To make Building Rules to require the Owners (save and except FSI and MTR as Owner of the Station Complex) and occupiers of the Non-Station Development to protect the environment of the Development and to implement waste reduction, separation and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.
- (xxxviii) Subject to the rights of MTR contained in this Deed and any Sub-Deed of Mutual Covenant and Sub-Sub-Deed of Mutual Covenant and the prior approval of the Development Owners Committee or the relevant Owners Sub-Committee (as the case may be), to license or otherwise permit or grant the right to any person to have access to and to use any part of the Common Areas and Common Services and Facilities for such purpose and upon such terms and conditions as the Manager may deem fit and for this purpose to negotiate and enter into contracts, leases or licence agreements or arrangement with such persons on such terms as the Manager may deem fit PROVIDED THAT the Manager shall assign such contract, lease or licence agreement to the Owners Corporation if the same shall have been formed and PROVIDED ALWAYS THAT any income received or benefit generated in the exercise by the Manager of the aforesaid powers shall accrue to the Owners of the Non-Station Development or the relevant Phase (as the case may be) and be credited to the relevant Special Fund and PROVIDED FURTHER THAT the right of any Owner to the use and enjoyment of any of the Common Areas and the Common Services and Facilities shall not be unreasonably interfered with and that no nuisance or hazard to any person lawfully in the Non-Station Development is caused thereby.

(xxxix) To amend, vary, alter, add to, modify or substitute any part of the Common Areas and Common Services and Facilities Provided Always that the proper use and enjoyment of the Units or the Government Accommodation by the Owners shall not be affected and no such amendment, variation, alteration, addition, modification or substitution shall give to the Owners any right of action against the Manager Provided That the Common Areas and Common Services and Facilities shall not be reduced and Provided Further That the exercise of the right under this sub-clause shall be subject to the approval of the Development Owners Committee (if any) or the relevant Owners Sub-Committee (if any) (as the case may be) if there is any conversion of any of the Common Areas to an Owner's own use for its own benefit and also subject to the approval by a resolution of Owners at a meeting of the Owners of the Non-Station Development convened under this Deed or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) if there is any conversion or designation of any of an Owner's own areas in the Land as Common Areas.

(xxxx) To demand and receive from each Owner of any Phase(s) (save and except the Owner of the Government Accommodation) referred to in Clause 8(b) of Section E of this Deed the costs and expenses mentioned in Clause 1(aa) of Section J of this Deed and to pay the same to the Owner of the Station Complex in accordance with the provisions of Clause 8(b) of Section E of this Deed.

(xxxxi) To operate the recycled grey water system and provide recycled grey water to the Non-Station Development.

(xxxxii) To allot space in the directory boards for the names of the Owners or occupiers of the Units in the Commercial Development and the Kindergartens to be affixed.

(xxxxiii) To demand and receive from MTR as Owner of the Station Complex and the Reserved Areas (if any) the contribution of the cost payable by him

under Clauses 8(c), (d) and (e) of Section E of this Deed.

The Manager to control Common Areas etc.

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

The Manager's acts and decisions binding

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

Powers of the Manager

4. (a) The Manager shall have all the powers of a Corporation incorporated under the Building Management Ordinance insofar as applicable and insofar as they may lawfully exercise such powers.

(b) The Manager, or in the absence of the Manager, the Owners Corporation or the Chairman of the Development Owners Committee, shall have the power to accept service of notice and demand by the Government for delivery of possession of the Outside Area or any part thereof and deliver the Outside Area or any part thereof to the Government pursuant to the Government Grant for and on behalf of all the Owners of the Land.

Contracts entered into by Manager

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

- (i) the supplies, goods or services are procured by invitation to tender; and
- (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344).

(b) Subject to sub-clause (c) of this Clause, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds or is likely to exceed a sum which is equivalent to 20% of the annual budget of the Non-Station Development or such other percentage in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless:

- (i) if there is an Owners Corporation:
 - (1) the supplies, goods or services are procured by invitation to tender;
 - (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the

Building Management Ordinance
(Cap.344); and

- (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners Corporation, and the contract is entered into with the successful tenderer; or

(ii) if there is no Owners Corporation:

- (1) the supplies, goods or services are procured by invitation to tender;
- (2) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Building Management Ordinance (Cap.344); and
- (3) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners of the Non-Station Development convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.

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

(i) where there is an Owners Corporation, if:

- (1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners Corporation by a supplier; and
- (2) the Owners Corporation decides by a resolution of the Owners passed at a general meeting of the Owners Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or

(ii) where there is no Owners Corporation, if:

(1) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and

(2) the Owners decide by a resolution of the Owners passed at a meeting of Owners of the Non-Station Development convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

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

(i) the term of the contract will not exceed 3 years;

(ii) the right to be granted under the 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.

Discretion of the Manager

6. The Manager shall have the discretion to :-

In whose name to perform powers

(a) perform any of its duties, obligations and responsibilities or exercise any of its rights and powers and discretions hereunder (including instituting legal proceedings) other than in respect of matters solely relating to the Government Accommodation under its own name or by or through its employees or agents or contractors or in the name of the Owners;

Discretion to refrain when any act may be contrary to law or unprofessional

(b) refrain from doing anything or the exercise of any right or power vested in the Manager which would or might be in the opinion of the Manager contrary to any law or governmental directive or any instrument or unprofessional, immoral or inappropriate or render the Manager liable to any person or would or might in the opinion of the Manager adversely affect the safety or operation of the Mass Transit Railway or the health or

safety of the Owners or occupiers of the Non-Station Development or any part thereof or the safety of any part of the Non-Station Development and to do anything which in its absolute discretion the Manager may consider necessary to comply with any law or government directive;

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

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

To obtain legal or other expert advice

- (d) obtain and pay (at the cost and expense of the Owners) reasonable expenses for such legal or other expert advice or services as the Manager considers necessary or desirable and rely on any such advice without any liability for any loss or damage whatsoever and howsoever arising.

Protection of the Manager

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

- (a) for or in respect of any act, matter or thing done or omitted in pursuance or in purported pursuance of the provisions of this Deed or any instruction from the Development Owners Committee or any Owners Sub-Committee appointed under any Sub-Deed of Mutual Covenant or the Owners;
- (b) for or in respect of any loss or damage to person or property caused by or through or in any way owing to any defect in or breakdown of the lifts, fire and security services equipment, the Common Services and Facilities, air-conditioning plant and other facilities (if any) of or in the Non-Station Development or the Outside Area;
- (c) for or in respect of any loss or damage to person or property caused by or through or in any way owing to any failure, malfunction, explosion or suspension of the electricity or water supply to the Non-Station Development or the Outside Area or any part thereof;

- (d) for or in respect of any loss or damage to person or property caused by or through or in any way owing to fire or the overflow or leakage of water from anywhere within the Non-Station Development or the influx of rainwater or other substances into, or the activity of termites, rats or other vermin in any of the buildings erected on or in the Non-Station Development;
- (e) for the security or safekeeping of the Non-Station Development or the Outside Area or any persons or contents therein.

Owners to indemnify the Manager

8. The Owners (save and except the Owner of the Government Accommodation) shall fully and effectually indemnify the Manager from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with the management of the Non-Station Development and/or the Outside Area or anything mentioned in Clause 7 of this Section and all costs and expenses (including legal costs) in connection therewith save that the protection afforded by this Clause shall not extend to any act or omission involving criminal liability, dishonesty or negligence by or on the part of the Manager or its employees, agents or contractors.

Consent to FSI

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

SECTION J

MANAGEMENT CHARGES

Costs to be borne by all the Owners

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:-

- (a) Government rent (subject to the provisions of Clause 3 of Section E of this Deed);
- (b) the premiums payable for the insurance of the Non-Station Development and the Outside Area (including but not limited to the areas and facilities referred to in Clause 8(c) of Section E of this Deed) or any part thereof against the Insured Risks, Third Party and Property Owners Liability and Employers' Liability;
- (c) charges for the supply and consumption of water, electricity and other utilities and any similar charges in connection with the Non-Station Development as a whole or the Outside Area and not being in respect of use or consumption of the same in any Unit used, occupied and enjoyed by one or some Owners to the exclusion of the other Owners;
- (d) the costs of repairing, maintaining, cleaning, painting and otherwise treating and decorating the structure and external elevations of the Non-Station Development and any buildings, and other structures erected on or in the Non-Station Development, or any part or parts thereof, and of replacing broken glass in any doors or windows therein, the responsibility for any of which is not under the terms of this Deed or any Sub-Deed Mutual Covenant allocated to any Owner or group of Owners;
- (e) costs incurred by the MTR and charged back to the Manager as a result of MTR undertaking any repairs or works to the Non-Station Development which it deems necessary pursuant to the provisions of Paragraph 3(a)(ii) of Part II of the Second Schedule to this Deed;
- (f) subject to Clause 1(b)(viii) of Section I hereof, the cost of any necessary demolition works or works the Manager

considers necessary for the rebuilding, improvement, enhancement or renovation of the Non-Station Development;

- (g) the costs of maintaining and keeping in good repair and condition the Common Areas;
- (h) the costs of cleaning and lighting the Common Areas;
- (i) the costs of landscaping the Common Areas and maintaining the same;
- (j) the costs of maintaining and keeping in good repair and condition the Common Services and Facilities;
- (k) the costs of running and operating the Common Services and Facilities;
- (l) the costs of operating and maintaining the fire protection and fire-fighting systems, equipment and apparatus;
- (m) the costs of operating and maintaining the security systems equipment and apparatus;
- (n) the costs of maintaining, repairing and operating the Items;
- (o) the costs of maintaining, operating, staffing, insuring, and any and all other costs in connection with the Private Recreational Facilities;
- (p) the costs of purchasing or hiring all plant, equipment, apparatus or machinery necessary for the proper performance by the Manager of its powers and duties under this Deed and used solely for the benefit of the Non-Station Development and/or the Outside Area;
- (q) all fees costs and expenses incurred by the Manager for the inspection, maintenance and repair of the slope structures in accordance with the publication entitled "Geoguide 5 - Guide to Slope Maintenance" published by Geotechnical Engineering Office of the Civil Engineering and Development Department as amended or replaced from time to time, the slope maintenance manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the slope structures and which are required to be maintained by the Owners of the Land pursuant to the provisions of the Government Grant;

- (r) remuneration for all management staff, caretakers, security guards, watchmen, cleaners, attendants, gardeners and such other staff as may be required for the proper management of the Non-Station Development and the Outside Area;
- (s) the costs of refuse disposal;
- (t) the costs of pest control;
- (u) the costs of decorating the Common Areas during Christmas, Chinese New Year and other festivities;
- (v) all reasonable professional fees and costs incurred by the Manager including :
 - (i) fees and costs of estate management consultants, surveyors, rating surveyors, valuers, architects, engineers and others employed in connection with the management, maintenance and improvement of the Non-Station Development and/or the Outside Area or any part or parts thereof;
 - (ii) solicitors and other legal fees and costs;
 - (iii) fees and costs of accountants, auditors and/or any other consultants employed in connection with the Accounts or the Manager's Statements;
- (w) a reasonable sum for contingencies;
- (x) the Manager's Remuneration;
- (y) the costs and expenses of any structural repair and maintenance payable by the Owners of any Phase(s) (save and except the Owner of the Government Accommodation) referred to in Clause 8(b) of Section E of this Deed;
- (z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only

excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9) (a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

- (aa) the costs incurred by the Owner of the Station Complex and charged back to the Manager as a result of the Owner of the Station Complex carrying out any maintenance and repair works pursuant to Paragraph 1(c) of Part 1 of the Second Schedule to this Deed;
- (bb) the cost of operating and maintaining the recycled grey water system;
- (cc) any other costs, charges, and expenses properly incurred by the Manager in the performance of any duty or in the exercise of any power hereunder;

but such costs, charges and expenses shall exclude costs, charges and expenses of a capital nature relating to the Non-Station Development and/or the Outside Area and for the replacement of installations, systems, equipment and apparatus within the Common Areas and the Common Services and Facilities which shall be payable out of the Special Funds hereinafter mentioned;

Provided that MTR in its capacity as Owner of the Station Complex and the Reserved Area (but not otherwise) shall not be required to contribute to any costs charges or expenses incurred by the Manager in the maintenance and management of the Non-Station Development (save as expressly provided by this Deed or the Government Grant) and MTR in its capacity as Owner of the Station Complex and the Reserved Area (but not otherwise) and the Owner of the Government Accommodation shall not be required to contribute to any of the Special Funds or deposits respectively referred to in Clauses 2 and 9 of this Section nor any insurance premiums or debris removal fees and Provided Further that the Owner of the Government Accommodation shall not be required to pay any interest, penalty charges or payment of a like nature.

Special Funds

2. (a) For the purpose of paragraph 4 of the Seventh Schedule to the Building Management Ordinance, there shall be established and maintained by the Manager :

- (i) Non-Station Development Special Fund(s) for the purposes of meeting the cost of major works of a capital nature or of a kind not expected to be incurred annually in respect of the Non-Station Development Common Areas, the Non-Station Development Common Services and Facilities, the

Residential Development Common Areas, the Residential Development Common Services and Facilities and the Outside Area or any part thereof which includes, but is not limited to, expenses for the renovation, improvement and repair of the Non-Station Development Common Areas, the Non-Station Development Common Services and Facilities, the Residential Development Common Areas, the Residential Development Common Services and Facilities and the Outside Area or any part thereof, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machines for the Non-Station Development Common Areas, the Non-Station Development Common Services and Facilities, the Residential Development Common Areas, the Residential Development Common Services and Facilities and the Outside Area or any part thereof and the costs of the relevant investigation works and professional services and, subject to approval by a resolution of Owners at a meeting of the Owners of the Non-Station Development convened under this Deed, the payment on account of Manager's Remuneration in respect of any expenditure out of such Special Fund;

- (ii) for each Phase, following the execution of the Sub-Deed of Mutual Covenant or Deed Poll for that Phase or the Sub-Sub-Deed of Mutual Covenant (if any) for any portion of that Phase (as the case may be), Phase Special Fund(s) for the purposes of meeting the cost of major works of a capital nature or of a kind not expected to be incurred annually in respect of those parts of the Common Areas and Common Services and Facilities as are designated common areas and services and facilities serving that Phase or any portion of the Phase in the relevant Sub-Deed of Mutual Covenant or Deed Poll or the relevant Sub-Sub-Deed of Mutual Covenant (as the case may be) entered into pursuant to this Deed and in case of Phase I, also the Phase I Extra-Phase Common Areas and the Phase I Extra-Phase Common Services and Facilities which includes, but is not limited to, expenses for the renovation, improvement and repair of the Common Areas and the Common Services and Facilities relating to that Phase or any portion of the

Phase only, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machines for the Common Areas and the Common Services and Facilities relating to that Phase or any portion of the Phase only and the costs of the relevant investigation works and professional services and, subject to approval by a resolution of Owners at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant, the payment on account of Manager's Remuneration on such expenditure.

(b) Except where MTR has made payments in accordance with Clause 9(b) of this Section J, the first Owner of each Unit (save and except the Owner of the Government Accommodation) shall upon the assignment of the Unit from MTR pay to the Manager an initial contribution to the relevant Non-Station Development Special Fund(s) and the relevant Phase Special Fund(s) in accordance with Clause 9(a)(ii) of this Section J. Each Owner (save and except the Owner of the Government Accommodation) shall make further periodic contributions to the said Special Funds for each financial year in such amount and at such time to be determined by a resolution of the Owners of the Non-Station Development at an Owners' meeting convened under this Deed or by a resolution of the Owners of the relevant Phase at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be). The payment made by the Owners towards the Special Funds is neither refundable to any Owner by the Manager nor transferable to any new Owner.

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

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

(e) The Manager shall display a document showing evidence of any account opened and maintained under paragraphs (c) or (d) of this Clause

in a prominent place in the Non-Station Development.

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

(g) Except in a situation considered by the Manager to be an emergency, money shall not be paid out of the Special Funds unless it is for a purpose approved by the Development Owners Committee or the relevant Owners Sub-Committee. The Manager shall 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 Non-Station Development or any Phase or the Outside Area.

Financial Year

3. (a) For all budgeting and accounting purposes in respect of the Non-Station Development there shall be established a financial year which shall begin on the 1st day of January and end on the 31st day of December of that year, save that the first such financial year for the Non-Station Development shall begin on the date of this Deed and end on the 31st December in the same year and the first such financial year for a Phase shall begin on the date of the Sub-Deed of Mutual Covenant or Deed Poll (as the case may be) in respect of that Phase and end on the 31st December in the same year.

(b) The Manager shall have the right from time to time to vary the financial year upon giving notice in writing to the Development Owners Committee, but may only do so once in every five years except with the prior approval of the Development Owners Committee (if any).

Determination of Management Charges

4. (a) Subject to paragraphs (c), (e), (f) and (h) of this Clause, the total amount of Management Charges payable by the Owners (save and except MTR as Owner of the Station Complex and the Reserved Areas (if any), who shall only be liable to pay contribution pursuant to Clauses 8(c), 8(d) and 8(e) of Section E of this Deed, and FSI) during any financial year in respect of the management of the Non-Station Development and the Outside Area shall be the total proposed expenditure during that year as specified by the Manager in accordance with paragraph (b) of this Clause.

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

- (i) prepare draft budgets in accordance with paragraph (i) of this Clause setting out the proposed expenditure during the financial year;
- (ii) send a copy of the draft Non-Station Development Common Areas and Facilities Management Sub-Budget and the draft Residential Development Common Areas and Facilities Management Sub-Budget to the Development Owners Committee and any draft Phase Management Sub-Budget to the relevant Owners Sub-Committee or, where there is no Development Owners Committee or Owners Sub-Committee, display a copy of the draft budgets in a prominent place in the Non-Station Development or the relevant Phase (as the case may be), and cause it to remain so displayed for at least 7 consecutive days;
- (iii) send or display, as the case may be, with the copy of the draft budgets a notice inviting each Owner to send his comments on the draft budgets to the Manager within a period of 14 days from the date the draft budget was sent or first displayed;
- (iv) after the end of that period, prepare budgets specifying the total proposed expenditure during the financial year;
- (v) send a copy of the Non-Station Development Common Areas and Facilities Management Sub-Budget and the Residential Development Common Areas and Facilities Management Sub-Budget to the Development Owners Committee and the Phase Management Sub-Budget to the relevant Owners Sub-Committee or, where there is no Development Owners Committee or Owners Sub-Committee, display a copy of the budget in a prominent place in the Non-Station Development or the relevant Phase (as the case may be), and cause it to remain so displayed for at least 7 consecutive days.

(c) Where in respect of a financial year, the Manager has not complied with paragraph (b) of this Clause before the start of that financial year, the total amount of the Management Charges for that year shall :-

- (i) until he has so complied, be deemed to be the same as the total amount of Management Charges (if any)

for the previous financial year;

- (ii) when he has so complied, be the total proposed expenditure specified in the budgets for that financial year, and the amount that the Owners (save and except FSI and MTR as Owner of the Station Complex) shall contribute towards the Management Charges shall be calculated and adjusted accordingly.

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

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

(f) If there is an Owners Corporation and within a period of 1 month from the date that a budget or revised budget for a financial year is sent or first displayed in accordance with paragraph (b) or (d) of this Clause, the Owners Corporation decides, by a resolution of the Owners, to reject the budget or revised budget, as the case may be, the total amount of Management Charges for the financial year shall, until another budget or revised budget is sent or displayed in accordance with paragraph (b) or (d) of this Clause and is not so rejected under this subparagraph, be deemed to be the same as the total amount of Management Charges (if any) for the previous financial year together with an amount not exceeding 10% of that total amount as the Manager may determine.

(g) If any Owner requests in writing the Manager to supply him with a copy of any draft budget, budget or revised budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person Provided That on request the Manager shall provide FSI free of charge with copies of quarterly accounts, audited reports and budgets to justify the expenses incurred/estimated.

(h) For the purposes of this paragraph, "expenditure" includes all costs, charges and expenses to be borne by the Owners, including the remuneration of the Manager.

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

- (i) a Non-Station Development Common Areas and

Facilities Management Sub-Budget which shall show the estimated expenditure for the management and maintenance of the Non-Station Development Common Areas, the Non-Station Development Common Services and Facilities and the Outside Area including the contribution to the relevant Non-Station Development Special Fund(s) and the Manager's Remuneration but excluding expenditure attributable to any particular Phase of the Non-Station Development;

- (ii) a Residential Development Common Areas and Facilities Management Sub-Budget which shall show the estimated expenditure for the management and maintenance of the Residential Development Common Areas and the Residential Development Common Services and Facilities including the contribution to the relevant Non-Station Development Special Fund(s) and the Manager's Remuneration but excluding expenditure attributable to any other part of the Development; and
- (iii) a Phase Management Sub-Budget for each Phase which shall show the estimated expenditure for management and maintenance of each Phase and in case of Phase I, also the Phase I Extra-Phase Common Areas and the Phase I Extra-Phase Common Services and Facilities including the contribution to the relevant Phase Special Fund(s) and the Manager's Remuneration (but excluding expenditure attributable to the Non-Station Development Common Areas and the Non-Station Development Common Services and Facilities or any other part of the Development) and which may in the Manager's absolute discretion be broken down into sub-sub-budgets for each part of the Car Park, Commercial Development, Kindergartens, the residential care home for the elderly and the parking space constructed pursuant to Special Condition (16)(b)(i)(vi)(I)(C) of the Government Grant and Residential Development within a Phase or for any constituent part of each part of the Non-Station Development within a Phase (as necessary or appropriate) and the management and maintenance of Local Open Space or Private Recreational Facilities which are used exclusively by some part or parts but not the whole of a Phase

and in each case, in the budget next prepared by the Manager immediately after the date of the relevant Sub-Deed of Mutual Covenant or Deed Poll or the relevant Sub-Sub-Deed of Mutual Covenant (as the case may be).

**Payment of
Management
Charges**

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

(b) The Owners (save and except the Owner of the Government Accommodation who shall contribute towards the Management Charges in accordance with Clause 9(b) of Section E of this Deed and MTR as the Owner of the Station Complex and the Reserved Areas (if any) who shall only be liable to pay contribution pursuant to Clauses 8(c), 8(d) and 8(e) of Section E of this Deed) shall contribute towards the Management Charges in the following manner :-

- (i) all Owners of Units in the Non-Station Development (save and except the Owner of the Government Accommodation) shall contribute to the expenses of the Non-Station Development Common Areas and Facilities Management Sub-Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to the Non-Station Development (save and except the Government Accommodation);
- (ii) the Owners of the Units in the Residential Development shall contribute to the expenses of the Residential Development Common Areas and Facilities Management Sub-Budget in the proportion that the Management Units attributable to the Units owned by them bear to the total Management Units allocated to the Residential Development; and
- (iii) the Owners of the Units in each Phase (save and except the Owner of the Government Accommodation) shall contribute to the expenses of the relevant Phase Management Sub-Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to that Phase (save and except the Government Accommodation) Provided That where the Manager prepares sub-budgets for a Phase or any part of it, only the

expenses which are attributable to the Phase as a whole shall be apportioned in the manner described above and the expenses of any sub-sub-budget shall be paid by the Owners of Units covered by such a sub-sub-budget in the proportion that the Management Units attributable to the Units owned by them bears to the total number of Management Units allocated to all Units covered by such a sub-sub-budget.

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

(d) Notwithstanding any provisions to the contrary, the Owners (save and except FSI and MTR as Owner of the Station Complex) shall pay to the Manager any shortfall in the Manager's Remuneration within 21 days from the completion of the preparation of an income and expenditure account and balance sheet in accordance with Clause 8(c) of Section J of the Deed.

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 and Provided Further That subject to Clause 12 of this Section J the liability of the Owner of a Unit to contribute to the expenses of any budget prepared by the Manager shall only accrue with effect from the date of the Sub-Deed of Mutual Covenant or Deed Poll in respect of the Phase in which his Unit or Units are situated.

**Failure by an
Owner to make
payment**

6. (a) If any payment as provided in this Section J is more than thirty days in arrears by an Owner (save and except the Owner of the Government Accommodation) the Manager shall have the right without prejudice to any other right or remedy hereunder to :-

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

default.

(b) If default shall be made as aforesaid any sum payable by the defaulting Owner together with interest thereon as provided in sub-clause (a) hereof and all costs and expenses (including any legal costs on a solicitor and own client basis) which may be incurred in recovering the same and in registering the charge hereinafter referred to, shall be charged on the Share or Shares of the defaulting Owner and the Manager shall be entitled to register a Memorial of such charge at the Land Registry against the Share or Shares of the defaulting Owner and to apply to the Court for an Order for the sale of the defaulting Owner's Share or Shares of and in the Land and the Development together with the right to the exclusive use occupation and enjoyment of the Unit held therewith.

**Miscellaneous and
Surplus income**

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

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

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

relevant budget for the following financial year.

**The Manager to
keep accounts**

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

(b) Within 1 month after each consecutive period of 3 months, or such shorter period as the Manager may select, the Manager shall prepare summaries of income and expenditure and balance sheets in respect of that period, display copies of the summaries and balance sheets in a prominent place in the Non-Station Development, and cause it to remain so displayed for at least 7 consecutive days.

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

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

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

(i) permit any Owner, at any reasonable time, to inspect the books or records of account and any income and expenditure account or balance sheet; and

(ii) on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him.

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

(i) permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and

(ii) subject to Clause 4(g) of this Section, on payment of a reasonable copying charge, supply any Owner

with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.

Owners' deposits

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

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

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

(c) In the event of any increase in the Owner's monthly Management Charges the Owner (save and except FSI and MTR as Owner of the Station Complex) shall forthwith pay to the Manager a further sum to the intent that the deposit referred to in Clause 9(a)(i) shall be made up to a sum equivalent to three months' current Management Charges. The deposits shall not be set off against any payment to be made under this Deed.

(d) The Manager shall place all such deposits in an interest bearing bank accounts opened by the Manager with a licensed bank within the meaning of Section 2 of the Banking Ordinance (Cap.155) in Hong Kong the titles of which shall respectively refer to the Management Charge Deposits and Special Funds Deposits and the same shall be held in trust for all the Owners.

Change of ownership

10. (a) Any person ceasing to be the Owner of any Share shall in respect of the Share or Shares of which he ceases to be the Owner thereupon cease to have any interest in the funds provided for in Clauses 2, 5, 7 and 9 of this Section and held by the Manager to the intent that all such funds shall be held for such Owner's successor in title and applied for the management of the Non-Station Development and the Outside Area as herein provided irrespective of changes in ownership Provided That any deposit paid pursuant to Clause 9(a)(i) of this Section or the balance thereof by an Owner may be transferred into the name of a new Owner upon the express written request of the outgoing Owner. Upon the rights and obligations hereunder being released as provided in Section D of this Deed the said funds shall be divided between the Owners (save and except the Owner of the Government Accommodation) at that time in proportion to their respective number of Management Units immediately prior to such release.

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

Management Funds

11. (a) The Manager shall open and maintain interest-bearing account(s) and shall use that account(s) exclusively in respect of the management of the Non-Station Development and the Outside Area.

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

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

(d) Subject to paragraphs (e) and (f) of this Clause, the Manager shall without delay pay all money received by them in respect of Management Charges into the relevant account(s) opened and maintained under paragraph (a) of this Clause or, if there is an Owners Corporation, the account or accounts

opened and maintained under paragraph (b) of this Clause.

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

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

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

Outgoings up to first assignment

12. All outgoings including Management Charges and any Government rent up to and inclusive of the date of the first assignment of a Unit shall be paid by MTR as Owner of the Unit. An Owner shall not be required to make any payment or reimburse MTR for these outgoings.

MTR's liability for uncompleted Phases

13. Subject to Clause 3(a) of Part II of the Second Schedule to this Deed and Clause 14 of this Section J, MTR shall not be liable to make payments and contributions under this Section J in respect of any Units of a Phase, the construction of which has not been completed, except to the extent that that Phase benefits from the provisions in this Deed as to management and maintenance of the Non-Station Development.

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

14. Subject to Clause 3(a) of Part II of the Second Schedule to this Deed, where the construction of buildings in a Phase will be completed by stage, for Units in any uncompleted building in the Phase which are unsold, MTR must make payments and contributions for management costs, charges and expenses provided in Clause 1 of this Section J to the extent that those Units benefit from the provisions in this Deed and the Sub-Deed of Mutual Covenant for the Phase as to the management and maintenance of the Non-Station Development and the Phase; and upon completion of construction of such building (with effect from the date of issue of an Occupation Permit of the building), MTR must make payments and contributions for management costs, charges and expenses provided in Clause 1 of this Section J in respect of the Units in such building which remain unsold.

SECTION K

BUILDING RULES AND FITTING OUT RULES

Rules binding

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

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

Deposit for Works

2. The Manager shall be entitled to collect from any Owner or occupant of a Unit (save and except the Owner or occupant of the Government Accommodation) prior to commencement of any works in connection with the repair or alteration of that Unit a deposit as security for any damages or losses as may be caused to the remainder of the Development. The amount of any such deposit shall be determined by the Manager depending upon the nature of the works to be carried out. All such deposits shall be held by the Manager in a separate account and shall be refunded without interest to the Owner or occupier within 30 days of completion of the works subject to the Manager's right to deduct from that deposit any sum necessary to compensate for all damage or loss caused by the works or the Owner or occupier or their contractors to the remainder of the Development but without prejudice to the Manager's right to claim for compensation suffered in excess of the amount of the deposit.

Amendment of Rules

3. The Manager shall have power from time to time to make, revoke and amend the Building Rules and Fitting Out Rules Provided That if the Development Owners Committee is in existence the Building Rules and Fitting Out Rules referred to in Clause 1(a) of this Section shall only be made, revoked or amended by the Manager with the prior approval of the Development Owners Committee Provided Further That, in respect of the

Building Rules and Fitting Out Rules referred to in Clause 1(b) of this Section, if the Owners Sub-Committees of the relevant Phases are in existence, such Building Rules and Fitting Out Rules referred to in Clause 1(b) of this Section shall only be made, revoked or amended by the Manager with the prior approval of the Owners Sub-Committees of the relevant Phases.

Rules to be posted on notice boards

4. Copies of the Building Rules and Fitting Out Rules from time to time in force shall be posted on the public notice boards in the Non-Station Development.

Conflict

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

Exclusion of liability

6. The Manager shall not be liable for any loss or damage however caused arising from any breach or non-observance of such Building Rules or Fitting Out Rules by any Owner of the Non-Station Development, his servants, agents, contractors, licensees or tenants or any other person.

Exemption of FSI and MTR from observing Fitting Out Rules

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

Fitting Out Rules not to affect Government Accommodation

8. The Building Rules and the Fitting Out Rules (including any amendment and variation made in accordance with Clause 3 of this Section) must not adversely affect or interfere with the use, operation and enjoyment of the Government Accommodation or any part thereof.

SECTION L

INTERPRETATION AND MISCELLANEOUS

Marginal notes, headings and index

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

Plurals and genders.

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

Service of notices

3. (a) All notices or demands required to be served hereunder shall be sufficiently served if addressed to the party intended to receive the same and sent by prepaid post to or left at the Unit of which the party to be served is the Owner notwithstanding that such party shall not personally occupy such Unit Provided That any notice agenda minutes accounts reports budgets and demands to be served on FSI shall be sent free of charge to FSI by prepaid post or delivered by hand to the Government Property Administrator, Government Property Agency, 31st Floor, Revenue Tower, 5 Gloucester Road, Wanchai, Hong Kong or to such other person and address as FSI may in writing notify the Manager and Provided further that where notice is to be given to an Owner who is a mortgagee, such notice shall be served on the mortgagee, if a Company, at its last known place of business or, if an individual at his last known residence in Hong Kong.

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

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

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

Covenants to run with the land

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

this Deed PROVIDED however that:-

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

Action by Owner(s)

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

**Chinese
Translation**

6. Within one month of the date of this Deed, MTR shall at its own cost cause a direct translation in Chinese of this Deed to be made and deposit a copy of this Deed and the Chinese translation in the management office in the Non-Station Development for inspection by all Owners free of charge and for taking copies at their own expense and upon payment of reasonable copying charges. All charges received shall be credited to the relevant Non-Station Development Special Fund(s). In the event of a dispute as to the effect of the Chinese translation and the English version, the English version is to prevail.

Common Areas Plan

7. The Manager shall keep at the management office of the Non-Station Development and make available for inspection by the Owners free of costs and charges during normal office hours a copy of the Common

Areas plans attached to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or, where applicable, Deed Poll, relating to any Phase upon execution of the relevant Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll (as the case may be) and from time to time record plans showing those Non-Station Development Common Areas outside the boundary of any Phase formed before completion of the construction of the final Phase of the Non-Station Development and a copy of the Common Areas plans showing all the Non-Station Development Common Areas outside the boundary of any Phase upon execution of the Sub-Deed of Mutual Covenant for the final Phase of the Non-Station Development Provided that the Manager shall provide free of cost to the Owner of the Government Accommodation a copy of the said plans and any amendments thereto from time to time. The said copies of plans shall be certified as to its accuracy by or on behalf of the Authorised Person for the Non-Station Development.

**Building
Management
Ordinance**

8. Nothing in this Deed shall prejudice or in any way be construed or constructed so as to prejudice or exclude the operation of the mandatory provisions of the Building Management Ordinance.

**Slope Maintenance
Manual**

9. (a) Within one month of the date of this Deed, MTR shall deposit a full copy of the slope maintenance manual in relation to the slope structures within the Green Hatched Black Area as defined in Special Condition (8)(b)(iii) of the Government Grant in the management office for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the relevant Non-Station Development Special Fund(s).

(b) Within one month of the date of the Sub-Deed of Mutual Covenant of each Phase, MTR shall deposit in the management office of that Phase a full copy of the slope maintenance manual in relation to the slope structures (if any), which the Owners of that Phase are required to maintain pursuant to the provisions of the Sub-Deed of Mutual Covenant of that Phase, for inspection by all Owners of that Phase free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Phase Special Fund for that Phase.

**Communication among
Owners**

10. After an Owners Corporation has been formed, the Manager shall consult (either generally or in any particular case) the Owners Corporation at a general meeting of the Owners Corporation and adopt the approach decided by the Owners Corporation on the channels of communication among Owners on any business relating to the management of the Non-Station Development and/or the Outside Area.

THE FIRST SCHEDULE

Allocation of Shares

The Station Complex	21,416,127
Site F (as defined in the Government Grant)	1,565,766
Reserved Areas	1
Phase I Extra-Phase Common Areas	1,000
The Land (excluding Site F, the Station Complex, Reserved Areas and Phase I Extra-Phase Common Areas)	<u>19,009,512</u>
Total :	<u>41,992,406</u>

THE SECOND SCHEDULE

PART I

1. Rights Easements and Privileges applicable to Owners of the Development

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

exercise of right herein contained OR carry out maintenance and repair works to such facilities and services and the relevant part of the Station Complex at the expense of the Owners of Non-Station Development in that event the reasonable costs incurred by the Owner of the Station Complex shall be a debt due to the Owner of the Station Complex repayable on demand by the Manager out of the management funds.

Right to enter

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

Right to use recreational areas and facilities

- (e) Full right and liberty for the Owner for the time being, his agents and licensees (in common with all other persons having the like right) of a Unit in the Development to use for the purpose of recreation only and subject to the rules regulations and fees prescribed for their use by the Manager, the Private Recreational Facilities intended for use by that Owner as specified in this Deed and any Sub-Deed of Mutual Covenant and Sub-Sub-Deed of Mutual Covenant but not any other of the Private Recreational Facilities intended for use by Owners of the other parts of the Development PROVIDED that in exercising such right no Owner shall damage or interfere with or permit or suffer to be damaged or interfered with, the general amenities, plant, equipment or services provided.

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

Rights of FSI

- (a) Notwithstanding any provisions contained in this Deed, FSI, its lessees, tenants, licensees, and persons authorised by it and the Owners or occupiers for the time being of the Government

Accommodation or any part thereof shall have the right :-

- (i) of shelter, support and protection for all parts of the Government Accommodation;
- (ii) at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourse, cables, pipes, wires and other conducting media now, hereafter or during the Term laid on or running through any part of the Land and any part of the Development;
- (iii) at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (the "Government Accommodation Services") at any time at its absolute discretion without any charge by and without having to obtain the approval or consent of any other Owners or the Manager Provided that proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the Land and serving all those parts of the Non-Station Development on the Land other than the Government Accommodation;
- (iv) to go pass and repass over and along and to use any common parts of the Land or any common parts of the Development on the Land (including, but not limited to, the Common Areas) in connection with the proper use and enjoyment of the Government Accommodation or any parts thereof and to use and receive the benefit of any common facilities within the Land or the Development on the Land (including, but not limited to, the Common Services and Facilities);
- (v) at all reasonable times with or without surveyors, contractors, workmen and others and with or without motor vehicles, plant, equipment, material and machinery to enter upon the Land or any part of the Development for the purpose of extending or carrying out maintenance, repair, addition and alteration works and other works to the Government Accommodation or any part thereof and maintenance, repair, addition, alteration, diversion, variation, relaying and reinstatement works and other works to the Government Accommodation Services or any

part thereof;

- (vi) of free and uninterrupted right of way to and from the Government Accommodation as may be required by the Director;
 - (vii) exclusively to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as FSI shall deem fit and the right of access over the Land or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
 - (viii) of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
 - (ix) to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and other structural elements of, in, around, within, above and below the same and the related right of access over the Land or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material PROVIDED that proper and adequate care and precautions shall be taken during any such alteration works so as to ensure that no damage is caused to the services and facilities within the Land and serving all those parts of the Non-Station Development other than the Government Accommodation.
- (b) The right of the Government or FSI to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part or parts thereof without having to obtain the approval or consent of the other Owners or the Manager, and without any charges or fees being levied therefor by other Owners or the Manager.
- (c) Such other rights privileges and easements as may be deemed necessary or desirable by the Director.

- (d) The exercise of the rights privileges and easements referred to in Paragraph 2(a) to (c) above shall not be subject to any permission, approval or consent of the Manager.

3. Rights, Easements and Privileges applicable to the Owner of the Station Complex

Rights of the Owner of the Station Complex

- (a) The right for the Owner or occupier for the time being of the Station Complex with or without servants, workmen and others at all reasonable times on reasonable prior written notice (except in case of emergency) to enter into and upon the other parts of the Development other than the Station Complex, the Reserved Areas and the Government Accommodation for the purpose of emergency services and carrying out any work necessary for the maintenance and repair of the Station Complex and the exercise of the right conferred under this Deed, such work not being the responsibility of the Manager, and which cannot be practically carried out without such access causing as little disturbance as possible and making good any damage caused thereby and in the case of the Government Accommodation only to enter with the prior approval of the Owner of the Government Accommodation (except in emergency) causing as little damage as is possible and to make good or be liable for all costs and expenses incurred for any damage caused to the Government Accommodation.
- (b) The right to free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, air-conditioning, telephone and other services from and to the Station Complex through the sewers, gutters, drains, water courses, pipes, flues, conduits, ducts, wires, cables and other conducting media which now are or may at any time during the Term be in, under or passing through the Land and the Development or any part or parts thereof and serving the Station Complex Provided that the Owner of the Station Complex shall at his own expense maintain and repair the aforesaid facilities and services and make good or be responsible for all costs of making good any damage caused to the Development as a result of exercise of right herein contained and/or carrying out the maintenance and repair of the aforesaid facilities and services.
- (c) The right for the Owner of the Station Complex, its employees, agents, licensees and tenants (in common with all others having the like right) to pass over the Non-Station Development Common Areas for the purposes of escape in an emergency.
- (d) The full right and liberty for the Owner of the Station Complex for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon the areas in respect of which the Owner of the Station Complex is liable to contribute to

the cost of upholding, management, repair, maintenance and insurance pursuant to Clause 8(c) of Section E of this Deed for all purposes connected with the proper use and enjoyment of the Station Complex and to use the facilities in respect of which the Owner of the Station Complex is liable to contribute to the cost of upholding, management, repair, maintenance and insurance pursuant to Clause 8(c) of Section E of this Deed.

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

**Rights of Owners of
the Residential
Development**

Full right and liberty (Subject Always to the rights of the Manager, FSI and MTR) for the Owner of a Unit of the Residential Development for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon and use the Residential Development Common Areas and the Residential Development Common Services and Facilities for all purposes connected with the proper use and enjoyment of his Unit.

THE SECOND SCHEDULE

PART II

EXCEPTIONS AND RESERVATIONS

**Rights of other
Owners**

1. Easements, rights and privileges equivalent to those set forth in Clauses 1(b), (c) and (d) of Part I of this Second Schedule in favour of all other Owners.

**Rights of the
Manager**

2. (a) Full right and privilege for the Manager, with or without surveyors, workmen and others, at all reasonable times on prior reasonable notice (except in case of emergency) to enter on and into each and every part of the Land and the Development including each Unit other than the Station Complex except with the prior consent in writing of MTR and the Government Accommodation except with the prior approval (save in case of emergency) of the Owner of the Government Accommodation for the purposes of inspecting, rebuilding, repairing, renewing, replacing, renovating, maintaining, cleaning, painting or decorating the structure of the Non-Station Development, the Common Areas and Common Services and Facilities or any part of parts thereof, or any Unit in respect of which the Owner shall be in default of its obligations to repair and maintain or for abating any hazard or nuisance which does or may affect the Common Areas, the Common Services and Facilities or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of this Deed causing as little disturbance as is reasonably practicable and making good any damage caused thereby Provided That in case of the Manager exercising its right of entry into the Government Accommodation pursuant to this Clause, such entry shall be for the purposes of maintenance and repair only and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation .

(b) The rights for the Manager with or without surveyors workmen and others to carry out all necessary works required by the Director for the temporary closure of any opening in the building or buildings erected on the Land so as to enable the connection of pedestrian passageways, subways or footbridges to the buildings or the Footbridge Associated Structures pursuant to the provisions of Special Condition (53) of the Government Grant. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification provided that the ingress to or egress from the Government Accommodation shall not be interrupted and the proper use and enjoyment of the Government Accommodation shall not be affected.

- (c) The right for the Manager to authorise by way of licence:-
- (i) subject to the prior approval by a resolution of the Owners of the Non-Station Development at a meeting of the Owners of the Non-Station Development convened under this Deed or a resolution of the Owners of the relevant Phase at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) and the prior written consent of the Director the use of external walls forming part of the common areas of the relevant Phase (other than the external walls of the Government Accommodation) for advertising purposes and to permit the installation or erection of posters or other advertising signs or structures (whether illuminated or not) with the right to remove, repair, maintain, service or replace the same and to obtain electricity from the building or structure (other than the Government Accommodation) nearest in proximity to such advertising posters signs and other structures Provided That the proper use and enjoyment of the Government Accommodation and the ingress to or egress from the Government Accommodation shall not be affected or interrupted; and
 - (ii) subject to the prior approval of the relevant Owners Sub-Committee of the part of the Non-Station Development affected such part of the transfer plate of any residential tower forming part of the Common Areas suitable for the purposes of a patio to the Owner of the Unit of the Residential Development adjacent thereto on terms and conditions as it deems fit;

Provided Always that :-

- (i) any signs or advertisements or structures erected on the external walls of the Government Accommodation shall not be affected;
- (ii) the rights and interests of the Owners shall not be adversely affected;
- (iii) the licensee shall be responsible for and at its cost and expense keep and maintain in good condition those parts of the Common Areas so licensed on

or to which such posters and other advertising signs, or structures shall so be displayed, installed, erected or affixed;

- (iv) all licence fees or other income received by the Manager shall be applied by them in accordance with Clause 7 of Section J of this Deed; and
- (v) no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation.

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

- (i) 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 such flat roof and to remain there for such reasonable period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Common Services and Facilities in or upon the flat roof or to which access is gained via the flat roof and, on a temporary basis, to erect, place or store on any flat roof any scaffolding or other plant, equipment or materials necessary for the purpose of any works for so long as such works are being carried on;
- (ii) the right for the Manager to maintain, repair, operate, temporarily install, move, and have access to, over and/or on the flat roof or the parapet walls of the flat roof the cleaning gondola and/or any davit arm, other equipment or device of management (collectively referred to in this Deed as the "gondola" which expression shall include all brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Non-Station Development, and on prior reasonable notice for the Manager, its servants, agents, contractors and persons duly authorized to enter upon the flat roof for the purposes of operating, installing, keeping, repairing, storing and/or parking the gondola.

(e) Notwithstanding anything contained in this Deed, the right for the Manager upon demand by the Government to grant free of costs and charges all necessary rights of way, easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water, electricity storage, transformation and supply systems), rights of support and the passage of gas, electricity, water, soil, drainage, air, smoke or other effluent, telephone lines, cooling water and other services to and from Section A of Tseung Kwan O Town Lot No.70 or any part or parts of it through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or passing along, through, over, upon, under or in the Land or any buildings, structures and erections on it or any part or parts of it, as may be required by the Government to the owners of Section A of Tseung Kwan O Town Lot No.70 and their successors and assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) throughout the term of the Government Grant for all purposes connected with the proper use and enjoyment of Section A of Tseung Kwan O Town Lot No.70 and the buildings erected or to be erected thereon without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof and to sign or execute any documents in connection therewith in the name of the Manager only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof Provided That FSI as Owner of the Government Accommodation shall join in and sign or execute any documents necessary to the exercise of the Manager's right under this sub-clause if the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) or if the Government considers necessary Provided Further That the grant of such rights of way, easements or quasi easements, rights of support and passage of services and facilities shall not adversely affect the use and enjoyment of the Government Accommodation.

Provided Always That the rights of the Manager under Clauses 2(a), (b), (c), (d) and (e) above shall be subject to the rights and privileges of FSI under this Deed and the Government Grant and shall not in any way adversely affect or prejudice the rights easements and privileges reserved to FSI under this Deed and the Government Grant.

**Preamble to Rights of
MTR**

3. Preamble

The covenants, rights, liberties, privileges, entitlements, exceptions and reservations in favour of MTR under this Clause are intended to facilitate and enable MTR to do, exercise, carry out, perform and complete all acts

matters deeds and things as are necessary and/or pertaining to :

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

Rights of MTR

Exceptions and Reservations

Without prejudice to General Condition 5 of the Government Grant, each and every Owner covenants with MTR with the intent that the covenants, rights, liberty, privileges, entitlements, exceptions and reservations herein conferred upon MTR shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and the interest therein that for so long as MTR remains the beneficial owner of any Share (and in addition to any other right which it may have reserved under the Assignment to the Purchaser) MTR shall have the exclusive and unrestricted right in its absolute discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and/or to exercise all or any of the following rights, liberty, privileges and entitlement without the necessity of joining in or the concurrence or approval of any other Owner (unless provided otherwise in this Deed), the Manager or any other person interested in the Land and the Development but subject to the rights easements and privileges reserved to FSI under this Deed and the Government Grant and Provided that such rights easements and privileges of FSI shall not in any way be adversely affected or prejudiced and Provided Further that no chimneys, flues, pipes or other structures or facilities shall be installed or

affixed onto the external walls of the Government Accommodation :-

- (a) at all times with or without contractors, servants, agents, workmen or other persons authorised, to enter into and upon any part of the Land and the Development (other than the Government Accommodation unless entry is unavoidable, when in that event it shall be subject to prior reasonable notice, the least disturbance being caused and MTR shall indemnify costs and expenses incurred for any damage caused to the Government Accommodation) with all necessary tools, equipment, plant and materials and (if necessary) to use on a temporary basis only the Common Areas and Common Services and Facilities for the purpose of transportation and passage through and the storage of building materials and equipment for the purpose of:-
 - (i) completing or commissioning the construction of any part of the Land and the Development either alone or in conjunction with any adjacent land or adjacent buildings in such manner and with such materials as MTR in its absolute and unfettered discretion shall deem fit;
 - (ii) carrying out any works or repairs or maintenance which it considers necessary to prevent any damage to, or for preventing or rectifying any works by the Owners or any of them or the Manager which may in the opinion of MTR have the effect of endangering or causing damage to the Mass Transit Railway, the Station Complex or the Mass Transit Railway Structures and Installations and in this event the reasonable costs thereof shall be a debt due to the MTR repayable on demand by the Manager out of the management funds and for the purpose of carrying out the said works or repairs or maintenance the Owner of the Station Complex may enter upon the Government Accommodation with the prior approval of the Owner of the Government Accommodation (except in case of emergency) and shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation;
 - (iii) constructing future pedestrian accessways connecting the Non-Station Development to the Station Complex;
 - (iv) carrying out other works in under on or over the

Land and the Development as it shall require from time to time in compliance with the Government Grant or in relation to the operation or safety of the Mass Transit Railway.

MTR in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners shall not use while such works are being carried out and the Owners shall comply with the requirements of such notification. MTR shall not incur any liability, except for negligence, of any nature whatsoever to any Owner or other person having an interest in the Development by reason of the works Provided That when carrying out such works MTR shall cause as little disturbance to the Owners as is reasonably practicable by providing such measures as may be necessary including but not limited to noise abatement and dust protection measures and shall indemnify any Owner in respect of costs and expenses incurred as a result of any damage caused to any Unit and Provided Further that the exercise of such rights shall not interfere with an Owner's exclusive right to the use and occupation of the Unit which he owns nor prevent access to or egress from any such Unit and Provided Further that MTR shall be solely responsible for the maintenance and management expenses of those parts of the Common Areas and Common Services and Facilities which the Owners shall not use as aforesaid while the aforesaid works are being carried out and to make good any damage caused to those parts of the Common Areas and Common Services and Facilities as a result of the use of such parts by MTR and Provided Further that if MTR shall enter into the Government Accommodation pursuant to Clause 3(a)(iv) of this Clause, MTR shall obtain the prior approval of the Owner of the Government Accommodation (except in case of emergency) and shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation;

- (b) In accordance with the terms of the Government Grant or upon request by the Director, to assign the Common Areas and Common Services and Facilities or any part or parts thereof together with the Shares relating thereto to the Manager, without consideration, for the general benefit of the Owners Provided that upon such assignment such areas and facilities shall be held by the Manager as trustee for all the Owners and if the Manager shall resign or be wound up or are removed in accordance with the provisions of

Clause 2 of Section H of this Deed and another manager appointed in its place, or if required by an Owners Corporation for the Development formed under the Building Management Ordinance then the Manager or its liquidator shall assign such Common Areas and Common Services and Facilities together with the Shares relating thereto (if any) to the new manager or Owners Corporation (as appropriate) upon the same trusts;

- (c) to change the name of the Development or any part thereof (other than any part of the Residential Development and the Government Accommodation) and to change at any time the name description and/or numbering of any building in the Development (other than any part of the Residential Development and the Government Accommodation) as it shall in its absolute discretion think fit subject, in the case of a change of name of the entire development (other than the Government Accommodation), to the approval of the Development Owners Committee and, in the case of a change of name of a part of the Development (other than the Government Accommodation), to the approval of the relevant Owners Sub-Committee(s) appointed pursuant to any Sub-Deed affected by the name change and upon giving not less than 6 months prior written notice to all Owners affected by the change and shall not be liable to any Owner or other persons having an interest in the Development for any damages, claims, costs or expenses resulting therefrom or in connection therewith Provided That MTR shall bear all costs incurred by the Manager in erecting or replacing any existing building name or directional signage within the Development as a result of the exercise of this right;

- (d) to alter, amend, vary or add to the Approved Plans or any master layout plan approved under the Town Planning Ordinance relating to the Development or as the case may be, the Non-Station Development (including but not limited to the alteration of corridors and toilets) and/or any other building plans relating to the Development or any part thereof without the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof Provided that any amendment to the master layout plan shall not affect the Government Accommodation, and nothing herein contained shall absolve MTR from the requirements of obtaining the prior consent of the Director or other relevant government authorities pursuant to the Government Grant or other applicable legislation and the Owner of the

Government Accommodation in the event that the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected). No such alteration, amendment, variation or addition shall give to the Owners or other person having an interest in the Development or any part thereof any right of action against MTR or the Government Provided That the physical use and enjoyment of the Units by the Owners shall not be materially and adversely affected thereby and Provided Further that the proper use and enjoyment of the Government Accommodation shall not be affected thereby and that no such change, amendment, variation, addition or alteration shall have any adverse effect on or shall impede or restrict the proper use of or access to or from the Government Accommodation or the services and facilities supplying the Government Accommodation;

- (e) to agree with the Government any substitution, alteration, amendment, variation or addition to the terms and conditions of the Government Grant or any drawings, designs, plans of any nature or purpose whatsoever (including but not limited to layout plans, general building plans, car park layout plans, landscape plans and concept plans), submissions and technical schedules contained or referred to in the Government Grant and to apply for any consents, waivers, permissions, approvals or no-objection letters or any other decision under the terms of the Government Grant without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof and to sign or execute any documents in connection therewith in the name of MTR only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof Provided That the right to vary, alter, amend, substitute or add to the terms of the Government Grant shall not be exercised except with the prior approval of the Owner of the Government Accommodation if such substitution, alteration, amendment, variation or addition directly affects the Government Accommodation (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) and provided that the right to vary, alter amend, substitute or add to the terms of the Government Grant shall not be prejudicial to the rights of the Owner of the Government Accommodation in the use and enjoyment of and the access to or from the Government Accommodation and must not result in the

Owner of the Government Accommodation being liable for any premium payable for such variation, alteration, amendment, substitution or addition save that the Owner of the Government Accommodation may agree to pay that portion of the premium payable for the variation, alteration, amendment, substitution or addition to the extent that the variation, alteration, amendment, substitution or addition, in the opinion of GPA, directly benefits the Government Accommodation but not otherwise And Provided Further That any amendment to the master layout plan shall not affect the Government Accommodation And Provided Further that any variation, alteration, amendment, substitution or addition to any plan shall not impede or restrict access to or from the Government Accommodation and shall be subject to the prior approval of the Owner of the Government Accommodation if it directly affects the Government Accommodation (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) And Provided Further That FSI as Owner of the Government Accommodation shall join in and sign or execute any documents necessary to the exercise of MTR's right under this sub-clause if the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) and the said prior approval of the Owner of the Government Accommodation has been obtained or if the Government considers necessary. No such substitution, alteration, amendment, variation, addition, consent, permission, waiver or approval or other act shall give to the Owners or other person having an interest in the Development or any part thereof any right of action against MTR or the Government Provided That the physical use and enjoyment of any Unit by any Owner shall not be materially and adversely affected thereby and the use and enjoyment of the Government Accommodation shall not be adversely affected thereby. Any premia, payments, compensation and other money in relation to or incidental to such amendment, alteration, variation or addition or document shall be paid by and received by MTR alone and MTR shall be empowered to give a good and valid receipt therefor;

- (f) to enter into any deed poll or to surrender, dedicate or assign any part of the Land or the Development or any interest therein (other than the Government Accommodation and the Units which have been assigned

by MTR) to the Government or to carve out any part of the Land for any purpose whatsoever without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof and to sign or execute any documents in connection therewith in the name of MTR only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof. The Owners and other person having an interest in the Development or any part thereof shall renounce and release all right title interest benefit claim and demand whatsoever of and in such portion of the Land and the Development and in the compensation therefor Provided That an Owner's right to hold use occupy and enjoy his Unit shall not be materially and adversely affected and Provided Further that the proper use and enjoyment of the Government Accommodation shall not be affected thereby. All payments, compensation or other money relating or incidental to such surrender dedication or assignment shall be paid to and received by MTR alone and MTR shall be empowered to give a good and valid receipt therefor Provided That if the surrendered, dedicated or assigned portion of the Land and the Development forms part of the Common Areas, the payments, compensation or other money relating or incidental to surrender dedication or assignment of such part of the Common Ares shall be credited to the relevant Special Fund;

- (g) to agree with the Government to incorporate any land as extensions to the Land on such terms as may be agreed by MTR and the Government without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof and to sign or execute any documents in connection therewith in the name of MTR only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof Provided That any agreement with the Government shall require the prior approval of the Owner of the Government Accommodation if the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) Provided Further That FSI as Owner of the Government Accommodation shall join in and sign or execute any documents necessary to the exercise of MTR's right under this sub-clause if the Government Accommodation is directly affected (GPA shall in its sole

discretion determine whether or not the Government Accommodation is directly affected) and the said prior approval of the Owner of the Government Accommodation has been obtained or if the Government considers necessary. All premiums and fees payable for the same shall be borne by MTR and no Owner or other person having an interest in the Development or any part thereof except MTR shall have any claim for any benefit or compensation arising therefrom and as from the date of such incorporation the relevant extension shall form part of the Land and shall be subject to this Deed and any relevant Sub-Deed of Mutual Covenant and Sub-Sub-Deed of Mutual Covenant;

- (h) to designate any part of the Reserved Areas to be Common Areas or Common Services and Facilities subject to the prior approval by a resolution of the Owners of the Non-Station Development at a meeting of the Owners of the Non-Station Development convened under this Deed or a resolution of the Owners of the relevant Phase at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) Provided That the proper use and enjoyment of the Government Accommodation shall not be affected and Provided Further That any additional Common Areas or additional Common Services and Facilities so designated shall not be re-converted or re-designated to MTR's own use or benefit and MTR shall prepare or cause to be prepared a set of plans showing such additional Common Areas which shall be kept at the management office of the Non-Station Development and made available for inspection by the Owners free of costs and charges during normal office hours;
- (i) without the necessity of making every Owner or other person having an interest in the Development or any part thereof a party thereto to enter into a Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll (including any supplemental Deed Poll) in respect of any part of the Development for the purpose of allocating Shares and Management Units to any Phase and/or the Station Complex and of making further provisions for the management, maintenance and servicing of that part of the Development for which it is made and its equipments, services and apparatus and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof Provided That such allocation of Shares and Management Units shall not affect the

proportion of Shares and Management Units allocated to the Government Accommodation Provided Always that their rights and interests shall not be materially and adversely affected and the rights and interests of the Owner of the Government Accommodation shall not be adversely affected Provided further that the allocation of Shares to the Government Accommodation shall be in accordance with Special Condition (25)(b) of the Government Grant and Provided further that any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll shall be subject to the prior approval in writing of the Director and that such Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll shall not conflict with the provisions of this Deed and shall not affect the rights interest or obligations or other Owners bound by this Deed or any other Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll;

- (j) to reserve such parts of the external walls of any part of the Development (other than the Government Accommodation) (which shall not form part of the Common Areas) and allocated Shares thereto under any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant for the construction and erection of chimneys and/or, subject to the prior written consent of the Director, for advertising purposes and to display, install, erect, affix or permit to be displayed, installed, erected or affixed thereon and thereto, logos, posters and other advertising signs or structures whatsoever (whether illuminated or not) and with the right to remove, repair, maintain, service or replace the same and to obtain electricity from the building or structure (other than the Government Accommodation) nearest in proximity to such advertising posters, signs, logos and other structure as aforesaid Provided That signs, advertisements and structures erected on the external walls of the Government Accommodation shall not be affected and Provided Always that the rights and interests of the Owners shall not be materially and adversely affected and the rights and interests of the Owner of the Government Accommodation shall not be adversely affected And Further that MTR shall be responsible for and at its cost and expense keep and maintain in good condition those parts of the said external walls on or to which such logos, posters and other advertising signs or structures shall so be displayed, installed, erected or affixed and pay any electricity charges in connection with such signs or structures Provided

Further That no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation;

- (k) MTR shall have the exclusive right and privilege to allocate and/or assign and/or license and/or grant the right to use all or any lobby and/or office lobby and/or corridor and/or toilet on each floor/level including car park level and/or lifts and/or lavatories (unless otherwise specifically assigned or being designated as Common Areas) and/or escalators and/or any flat roofs or roofs or upper roofs or other equipment apparatus services and facilities within or forming part of the Commercial Development, the Car Park or the Kindergartens (unless otherwise specifically assigned or being designated as Common Areas) for the exclusive use of particular floors and/or Units with or without consideration at its absolute discretion and on terms and conditions as it deems fit;

- (l)
 - (i) MTR shall have the exclusive right and privilege subject only to the provisions of Special Condition (58) of the Government Grant and obtaining the prior written consent of the Director to allocate Shares to each Phase and the Station Complex of the Development and to each Unit in and the Common Areas of that Phase and to allocate Management Units to each Unit in that Phase;

 - (ii) If on the issue of an Occupation Permit for the final Phase of the Non-Station Development the Shares to be allocated to the Units in the final Phase based on the amount of the Gross Floor Area of the Units in that Phase are less than the unallocated Shares at that time available the remainder of the Shares following such allocation shall be allocated by MTR to the Common Areas and to be held in trust by MTR on behalf of all Owners or assigned together with all Shares previously allocated to Common Areas to the Manager in accordance with the provisions of Paragraph 3(b) of Part II of this Schedule;

 - (iii) Subject to the prior approval of the Director, MTR shall have the exclusive and unrestricted right to redesignate or redistribute any Shares retained by it in the Non-Station Development and allocated to any particular part of the Non-Station Development the exclusive use of

which is retained by MTR to any other part of the Development of which it has exclusive use Provided That in so doing MTR does not allocate Shares to any Phase in excess of that stipulated under a Deed Poll or supplemental Deed Poll and Provided That the redesignation or redistribution of Shares shall not affect the proportion of Shares allocated to the Government Accommodation;

- (m) subject only to obtaining the prior written consent of the Director to allocate and re-allocate Shares to any particular part of the Development following the issue of an Occupation Permit in respect of that particular part and to each Unit and the Common Areas and Common Service and Facilities and to allocate and re-allocate Management Units to each Unit thereto necessitated by any change in gross floor area Provided That the allocation or re-allocation of Shares shall not affect the proportion of Shares and Management Units allocated to the Government Accommodation;
- (n) subject to the prior written consent of the Director to adjust the number of Management Units and/or the Shares into which the Land and the Development shall all be notionally divided and the fraction which each Share bears to the whole if such adjustment shall be required due to any change in the building design and/or amendment to the Building Plans Provided That such adjustment shall not affect the rights to the sole and exclusive right and privilege to hold use occupy and enjoy the Government Accommodation by the Owner thereof or the proportion of Shares allocated to the Government Accommodation or any Owner's sole and exclusive right to hold use occupy and enjoy his Unit and Provided Also that no such adjustment shall have the effect of increasing the contributions to the Management Charges payable by such Owners by more than 5% Provided Further that the adjustment of the Management Units and/or the Shares shall not affect the proportion of the Management Units and/or the Shares allocated to the Government Accommodation;
- (o) to designate or re-designate the floor numbering and unit numbering and/or (subject to the prior approval of the Director) to allocate, re-allocate, sub-allocate and/or to exchange or interchange the number of Shares and Management Units attached to those parts of the Development with any other parts of the Development which MTR remain to be the Owner thereof Provided That

any such allocation, re-allocation, sub-allocation, exchange or interchange of Shares shall not affect the proportion of Shares and Management Units allocated to the Government Accommodation;

- (p) after completion of the final Phase of the Non-Station Development, to amend, vary, alter, add to, modify or substitute any part of the Common Areas and Common Services and Facilities Provided Always that the physical use and enjoyment of the Units by the Owners shall not be materially and adversely affected and the use and enjoyment of the Government Accommodation shall not be adversely affected and no such amendment, variation, alteration, addition, modification or substitution shall give to the Owners or other person having an interest in the Development or any part thereof any right of action against MTR Provided That the Common Areas and Common Services and Facilities shall not be reduced and Provided Further That notwithstanding anything contained in the foregoing, if there is any conversion of any of the Common Areas to MTR's own use for its own benefit, such conversion shall be subject to the approval of the Development Owners Committee (if any) or the relevant Owners Sub-Committee (if any) (as the case may be) and any payment paid by MTR for the approval shall be credited to the relevant Special Fund and if there is any conversion or designation of any of MTR's own areas in the Land as Common Areas, such conversion or designation shall be subject to the approval by a resolution of Owners at a meeting of the Owners of the Non-Station Development convened under this Deed or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) and Provided Further That any additional Common Areas or additional Common Services and Facilities shall not be re-converted or re-designated to MTR's own use or benefit and MTR shall prepare or cause to be prepared a set of plans showing such additional Common Areas which shall be kept at the management office of the Non-Station Development and made available for inspection by the Owners free of costs and charges during normal office hours;
- (q) to construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the Land and the Development (other than the services and facilities solely and exclusively serving the Government

Accommodation) or partly within the Land and the Development (other than the services and facilities solely and exclusively serving the Government Accommodation) and adjoining land to supply utilities services and recreational facilities to the Land and the Development and/or to any other adjoining adjacent or neighbouring lands and to grant the right so to do any of the aforesaid to any person on such terms and conditions as MTR may deem fit Provided that if the said drains, pipes, cables, sewers, installations, fittings, chambers and structures form parts of the Common Areas or the Common Services and Facilities, any consideration received for supplying of the said utilities, services and recreational facilities to the adjoining adjacent or neighbouring lands shall after deduction by MTR of the costs of the relevant works incurred by MTR be credited to the relevant Special Fund;

- (r) to utilise in whole or in part the balance (if any) of the maximum plot ratio of the Land including any extensions which may be granted by the Government from time to time permitted under the Buildings Ordinance (Cap.123) including any concessions or bonus which may be granted by the Building Authority and which shall become available from time to time;
- (s) to demolish, modify, alter, reconstruct, further develop, re-develop or re-build the Land and/or the Development or any part thereof which shall remain vested in MTR either alone or in conjunction with any adjacent land or adjacent buildings and in such manner as MTR may deem fit and for all or any such purposes arrange for new buildings plans to be prepared and/or the Approved Plans to be changed, added to, altered or otherwise amended and to submit the same for approval by the Building Authority and/or such other competent Government authorities and to carry out all necessary demolition and construction works in connection therewith subject to the approval of the Owner of the Government Accommodation being obtained if in its opinion the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) Provided that FSI's right to hold use occupy and enjoy the Government Accommodation and to have unimpeded or unrestricted access to and from the Government Accommodation shall not be interfered with. The exclusive right to hold use occupy and enjoy and to receive the rents and profits from any new buildings or structures to be erected on or under the Land and the

Development shall belong to MTR absolutely;

- (t) subject to the approval of the Development Owners Committee or the relevant Owners Sub-Committee (as the case may be) to obtain for the benefit of the Owners for the time being of the Non-Station Development or any part thereof and their servants, agents, licensees, tenants and lawful occupants the grant of any rights, rights of way or easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any adjoining or neighbouring lands or to obtain any similar rights by licence on such terms and condition and from such persons as MTR shall deem fit Provided That FSI shall not be made to bear any costs for the acquisition of the said rights, rights of way, easements or quasi-easements;
- (u) subject to the approval of the Development Owners Committee or the relevant Owners Sub-Committee (as the case may be) to grant any rights, rights of way or easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Non-Station Development Common Areas and the Non-Station Development Common Services and Facilities or the Residential Development Common Areas and the Residential Development Common Services and Facilities or any Common Areas and Common Services and Facilities of a Phase or the Private Recreational Facilities or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as MTR shall deem fit Provided that the proper use and enjoyment of the Government Accommodation shall not be affected and Provided Always that any money received from the grant of any such rights shall form part of the Special Funds;
- (v) to construct, maintain, repair and renew at MTR's own expense footbridges and/or pedestrian walkways whether

or not linking the Land and the Development with any adjoining or neighbouring lots and/or developments Provided That the proper use and enjoyment of the Government Accommodation shall not be affected and the access to or from the Government Accommodation shall not be impeded or restricted;

- (w) the right to confer any of its rights in this Clause 3 (c), (i), (j), (o) and (v) on another Owner by express assignment or licence made from time to time of such rights;
- (x) to be given prior reasonable notice of full details and, prior to commencement of the works, to approve any works proposed to be carried out to the Development or the Land which in MTR's opinion may affect or has impact upon the Station Complex or the Mass Transit Railway Structures and Installations or the services supplying or running through the Station Complex or the Mass Transit Railway Structures and Installations or ancillary or pertaining thereto, and in respect of any such works to prescribe work schedules and methods and impose conditions for the protection and safety of the Station Complex and/or the Mass Transit Railway Structures and Installations, to be complied with by the relevant Owners at their own costs and in the event that prior approval is not obtained or prescribed work schedules, methods or conditions not adhered to, to require the cessation of any such works which the Owners shall comply with and the Manager shall enforce and implement;
- (y) prior to the issue of a certificate that the conditions of the Government Grant have been complied with to the satisfaction of the Director (as to which the certificate by or on behalf of the Director shall be conclusive and, for the purposes of this sub-clause, no account shall be taken of whether MTR has, as a matter of fact, complied with the conditions of the Government Grant, or any of them), the right:
 - (i) to agree and enter into any addition, substitution, variation, alteration, modification or amendment to the Government Grant (including, but not limited to, the modification of General Condition 5) and, without limitation, to any drawings, designs, plans of any nature or purpose whatsoever (whether required under the Government Grant or otherwise), including but not limited to layout plans, general building plans, car parking layout plans, landscape plans, concept

plans, submissions and the Technical Schedules annexed to the Government Grant;

- (ii) to apply for and obtain any other consents, waivers, permissions, approvals or any other decision from the Director and which shall be subject only to the special approval of the Director which he may give or refuse in his absolute discretion (and whose decision shall be final) and subject to any conditions which may be imposed by him (including the payment of any premium or fees as he may require);
- (iii) to enter into any deed poll, or to surrender, dedicate or assign to the Government any part of the Land or the Development thereon or any interest therein, or to carve out any part of the Land for any purpose whatsoever and to execute and take up any grant of an extension to the area of the Land;

without any need to consult with or obtain the agreement, approval or consent of any Owner, purchaser, sub-purchasers, mortgagee, chargee, tenant, licensee or holder of any other interest (whether beneficial or otherwise) in the Land (all hereinafter referred to and included in this sub-clause in the expression "Owners") and to sign or execute any documents necessary to do so without joining in or requiring the signature of the Owners for their interest (if any) and no addition, substitution, variation, alteration, modification, amendment, consent, waiver, approval, permission or other act of the Director, nor any deed poll, surrender, dedication, assignment to Government or extension to the Land as referred to in this sub-clause shall give the Owners any right of action under this Deed or the Government Grant against the Government or MTR. Provided That any agreement with the Government shall require the prior approval of the Owner of the Government Accommodation if the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) Provided Further That FSI as Owner of the Government Accommodation shall join in and sign or execute any documents necessary to the exercise of MTR's right under this sub-clause if the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) and the said prior approval of the Owner of the

Government Accommodation has been obtained or if the Government considers necessary. For the avoidance of doubt, nothing contained in this sub-clause shall in any way prejudice or affect the rights of MTR and the Government under General Condition 5 of the Government Grant with regard to the Owners other than the Owner of the Government Accommodation as aforesaid;

- (z) the right upon demand by the Government to grant free of costs and charges all necessary rights of way, easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water, electricity storage, transformation and supply systems), rights of support and the passage of gas, electricity, water, soil, drainage, air, smoke or other effluent, telephone lines, cooling water and other services to and from Section A of Tseung Kwan O Town Lot No.70 or any part or parts of it through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or passing along, through, over, upon, under or in the Land or any buildings, structures and erections on it or any part or parts of it, as may be required by the Government to the owners of Section A of Tseung Kwan O Town Lot No.70 and their successors and assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) throughout the term of the Government Grant for all purposes connected with the proper use and enjoyment of Section A of Tseung Kwan O Town Lot No.70 and the buildings erected or to be erected thereon without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof and to sign or execute any documents in connection therewith in the name of MTR only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof Provided That FSI as Owner of the Government Accommodation shall join in and sign or execute any documents necessary to the exercise of MTR's right under this sub-clause if the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) or if the

Government considers necessary;

PROVIDED ALWAYS that in exercising any of its rights herein, MTR shall not in any way materially and adversely affect the physical use and enjoyment of the Units by the Owners and the use and enjoyment of the Government Accommodation shall not be adversely affected and the access to or from the Government Accommodation shall not be impeded or restricted PROVIDED ALWAYS that any consideration received or receivable in the exercise of rights to which MTR is specifically entitled as an Owner under the provisions of this Clause 3 shall accrue to MTR and may be on such terms and conditions as MTR may deem appropriate PROVIDED FURTHER that MTR shall not represent FSI or GPA in any dealings with the Government directly affecting the Government Accommodation and GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected. Any consideration received or receivable in the exercise of rights to which MTR is not specifically entitled as an Owner under the provisions of this Clause 3 shall accrue to the Owners of the Development and shall be credited to the Special Funds.

**Rights under the
Government Grant**

4. (a) Easements, rights and privileges as set out in General Condition 5 of the Government Grant pursuant to which prior to the issue of a certificate that the conditions of the Government Grant have been complied with to the satisfaction of the Director (as to which the certificate by or on behalf of the Director shall be conclusive and, for the purposes of General Condition 5, no account shall be taken of whether MTR has, as a matter of fact, complied with the conditions of the Government Grant, or any of them), the Government and MTR (who for this purpose excludes its successors and assigns) have the right:
 - (i) to agree and enter into any addition, substitution, variation, alteration, modification or amendment to the Government Grant and, without limitation, to any drawings, designs, plans of any nature or purpose whatsoever (whether required under the Government Grant or otherwise), including but not limited to layout plans, general building plans, car parking layout plans, landscape plans, concept plans, submissions and the Technical Schedules annexed to the Government Grant;
 - (ii) to apply for and obtain any other consents, waivers, permissions, approvals or any other decision from the Director and which shall be subject only to the special approval of the Director which he may give or refuse in his absolute discretion (and whose decision shall be final) and subject to any conditions which may be imposed by him (including the payment of any

premium or fees as he may require);

- (iii) to enter into any deed poll, or to surrender, dedicate or assign to the Government any part of the Land or the Development thereon or any interest therein, or to carve out any part of the Land for any purpose whatsoever and to execute and take up any grant of an extension to the area of the Land;

without any need to consult with or obtain the agreement, approval or consent of any purchaser, sub-purchaser, mortgagee, chargee, tenant, licensee or holder of any other interest (whether beneficial or otherwise) in the Land (all hereinafter referred to and included in General Condition 5 in the expression "Owners") and to sign or execute any documents necessary to do so without joining in or requiring the signature of the Owners for their interest (if any) and no addition, substitution, variation, alteration, modification, amendment, consent, waiver, approval, permission or other act of the Director, nor any deed poll, surrender, dedication, assignment to Government or extension to the Land as referred to in General Condition 5 shall give the Owners any right of action under the Government Grant against the Government or MTR.

- (b) Easements, rights and privileges as set out in Special Conditions (49)(d) and (66) of the Government Grant.

THE THIRD SCHEDULE

RESTRICTIONS AND PROHIBITIONS

1. Subject to the rights reserved to MTR in Part II of the Second Schedule to this Deed and the rights granted to the Owner of the Government Accommodation in Clause 2 of Part I of the Second Schedule to this Deed an Owner shall not without the previous written consent of the Manager which may be granted, withheld or granted subject to conditions at its absolute discretion to :-

**Not to make
alterations or
additions**

- (a) make or permit or suffer to be made any external or structural alteration in or addition whatsoever particularly any which will affect the structural integrity of the Development or which may exceed the loading constraints of the structures in the Development or which interfere with or affect the rights of other Owners to any building, or other structure erected on or in the Non-Station Development;
- (b) make or permit or suffer to be made any alterations to the existing design or external appearance of the facade or elevations of any building, or other structure erected on or in the Non-Station Development;
- (c) erect or build or permit or suffer to be erected or built on any roof, flat roof or any part thereof of any building, carport or other structure erected on or in the Non-Station Development, or the Common Areas any structure whatsoever whether of a temporary or permanent nature;
- (d) install or erect or permit or suffer to be installed or erected any air-conditioning or ventilation unit or plant or any radio or television aerial or satellite dish or any sunshade or awning or any other fixture whatsoever on or over any roof, flat roof or through or over any window or through or on any external wall of the Non-Station Development (except, in the case of air-conditioning units, in the apertures provided for them in the Units in the Residential Development);
- (e) make or permit or suffer to be made any alterations to any installation or fixture so as to affect or be likely to affect the supply of water, electricity or other utility or service to the Land and the Development or any part thereof;
- (f) erect, affix or place or cause or permit or suffer to be erected, affixed or placed any sign or other structure

whatsoever whether of a permanent or temporary nature on the roof or flat roof forming part of a Unit or any part thereof and the Manager shall have the right to enter to remove anything erected or affixed or placed thereon in contravention of this provision at the cost and expense of the Owner who erected or affixed or placed the same or permitted or suffered the erection or affixing or placing of the same;

**Not to damage
Common Areas**

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

**Not to damage
Common Services
and Facilities
Not to vitiate
insurance**

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

(i) do or permit or suffer to be done anything whereby any insurance of the Land and the Development or any part thereof may be rendered void or voidable or whereby the premium for any such insurance may be liable to be increased and each Owner (save and except FSI) shall indemnify the other Owners against any increased or additional premium which by reason by his act or default may be required for effecting or keeping up such insurance and in the event of the Development or any part or parts thereof being damaged or destroyed by any of the Insured Risks at any time and the insurance money under any insurance against such Insured Risks effected thereon being wholly or partially irrecoverable by reason solely or in part of his act or default then and in every such case such Owner shall forthwith pay to the other Owners the whole or (as the case may require) a proportion of the cost of completely rebuilding or reinstating the same;

**Not to breach
Government Grant**

(j) do or permit or suffer to be done any act, deed, matter or thing whatsoever which amounts to a breach of any of the terms and conditions of the Government Grant and in particular Special Condition (38) of the Government Grant;

**Not to breach
Ordinance etc.**

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

Offensive User

(l) use any Unit for any offensive trade as prescribed from time to time by Section 48 of the Public Health and Municipal Services Ordinance nor permit the storage of

any hazardous, combustible, unlawful or explosive goods or substance or any "dangerous" or "prohibited" goods within the meaning of the Dangerous Goods Ordinance;

Balconies and Utility Platforms

- (m) (i) cause, permit, suffer or allow any Balcony or Utility Platform to be enclosed in whole or in part by any material of whatsoever kind or nature, and each Owner shall keep and maintain any Balcony or Utility Platform in the design and layout as provided under the Approved Plans;
- (ii) erect, affix or place or cause or permit or suffer or allow to be erected, affixed or placed any structure or partition of any material whether of a permanent or temporary nature on any Balcony, Utility Platform or any part thereof;

Flat Roofs

- (n) erect, affix, place or cause, permit, suffer or allow to be erected, affixed or placed any structure, partition, fence or enclosure whether of a permanent or temporary nature on any flat roof forming part of a Unit so as to prevent access or egress to or from the flat roof by the Manager or any other Owner in the exercise of the rights respectively reserved to them;

Not to use for illegal or immoral purposes

- (o) use or permit or suffer to be used any Unit for gambling or for any illegal or immoral purpose;

Not to cause nuisance

- (p) do or cause or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to or cause damage or inconvenience to the other Owners and occupiers of the Land and the Development;

Not to alter external appearance

- (q) use or permit or suffer to be carried out on any portion of any Unit or the roofs or flat-roofs or any Balcony or Utility Platform (if any) held and enjoyed therewith, any works in any way so as to alter the external appearance of the buildings;

Not to misuse lavatories

- (r) use or permit or suffer to be used any water closet or other water apparatus on or in the Land and the Development for any purpose other than that for which they are intended and throw or permit or suffer to be thrown into any W.C. pan, urinal, basin, sink or other lavatory fitting any foreign or deleterious substance of any kind and the Owner shall pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision;

- Not to interfere with fire protection or security systems**
- (s) do or permit or suffer to be done any act or thing which will damage or interfere with or affect the operating of any fire protection or fire fighting system, equipment or apparatus or any security system, equipment or apparatus or any part or parts thereof and each Owner shall keep the other Owners indemnified against all loss, damages, claims and demands sustained by them as a result of any act or thing done or permitted or suffered to be done by the Owner as aforesaid;
- Not to contravene fire regulations**
- (t) erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances or any staircase or floor of the Units or in or on or at any of the exits therefrom any metal grille or shutter or gate that might in any way contravene the regulations from time to time in force of the Fire Services Department or other competent authority concerned, nor in any other respect to contravene the said regulations;
- Not to lock roof exits**
- (u) lock the doors or entrances of the roofs of the Development PROVIDED HOWEVER THAT nothing in this clause shall affect the rights of the Owner(s) to lock the doors or entrances of the roof(s) or portion of the roof owned by him if such locking does not contravene fire regulations;
- Not to obstruct Common Areas**
- (v) encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, dustbins, packaging goods, rubbish, chattels or other obstruction of any kind or nature any of the Common Areas and the Manager shall be entitled without notice and at the Owner's expense to remove and dispose of as they see fit any such material aforesaid and the Manager shall not thereby incur any liability to the Owner or any other person whomsoever and each and every Owner hereby agrees to keep the Manager indemnified against all losses, claims damages or expenses of and against the Manager in respect thereof;
- Not to obstruct driveways**
- (w) (subject to the rights of the Owner of the Government Accommodation) park in, obstruct or otherwise use or permit or suffer any servant, agent, visitor or licensee to park in, obstruct or otherwise use those areas of the Land and the Development allocated to the parking, movement or access of vehicles or designated as loading and unloading areas otherwise than in accordance with the Building Rules from time to time made pursuant to Section K of this Deed;

Pets


- (x) Domestic animal or other pets can only be kept in the Unit of the Residential Development subject to and in accordance with the Building Rules. Without in any way limiting the foregoing, no domestic animal or other pets shall be kept in the Unit aforesaid if the same has been the cause of reasonable complaint by at least two owners or occupiers, the reasonableness of the complaint shall be determined by the Manager at its absolute discretion. In no event shall dogs be permitted in lifts or in any part of the Non-Station Development intended for common use unless carried or on leash and wearing mouth strap.

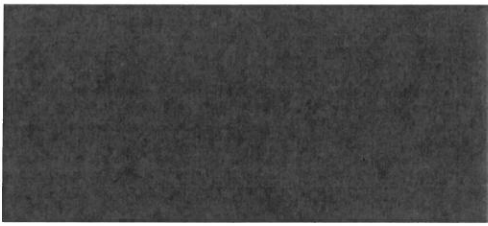
Not to partition

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

SIGNED SEALD and DELIVERED by)
Linda Li Sau Lin)
Legal Adviser)
duly authorised attorney(s) for and on behalf)
of MTR in its capacity both as Owner of the)
Station Complex and as registered owner of)
the Land whose signature(s) is/are verified)
by/in the presence of:)




Wong Koon Ming
Deacons
Solicitor, Hong Kong SAR




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


Wong Koon Ming
Deacons
Solicitor, Hong Kong SAR

SIGNED SEALED and DELIVERED by)
Linda Li Sau Lin)
Legal Adviser)
duly authorised attorney(s) for and on behalf)
of MTR Corporation Limited in its capacity as)
Manager whose signature(s) is/are verified)
by/in the presence of:)






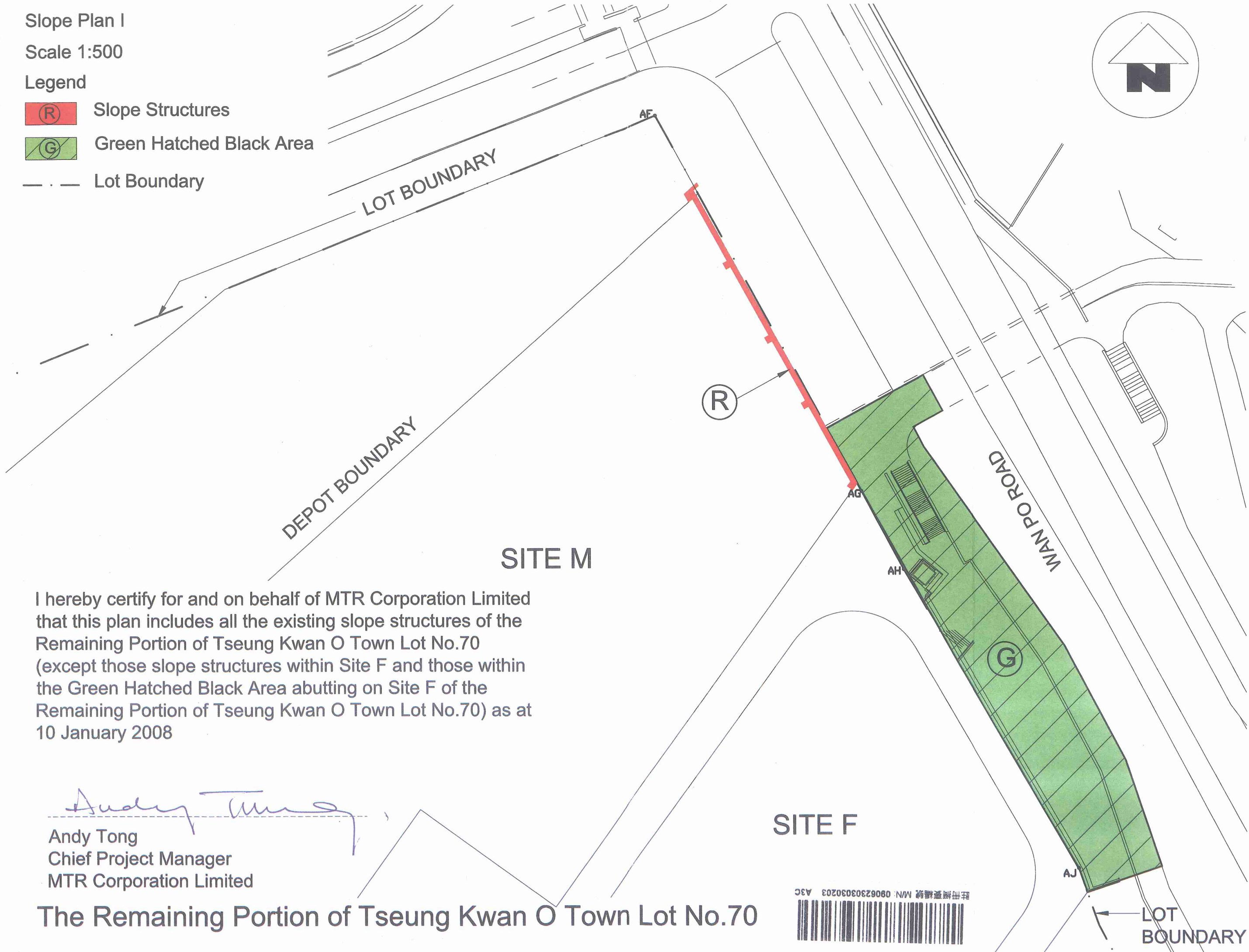
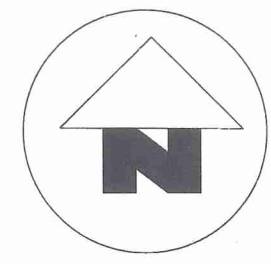

Wong Koon Ming
Deacons
Solicitor, Hong Kong SAR

Slope Plan I

Scale 1:500

Legend

-  Slope Structures
-  Green Hatched Black Area
-  Lot Boundary



I hereby certify for and on behalf of MTR Corporation Limited that this plan includes all the existing slope structures of the Remaining Portion of Tseung Kwan O Town Lot No.70 (except those slope structures within Site F and those within the Green Hatched Black Area abutting on Site F of the Remaining Portion of Tseung Kwan O Town Lot No.70) as at 10 January 2008

Andy Tong
Chief Project Manager
MTR Corporation Limited

The Remaining Portion of Tseung Kwan O Town Lot No.70



LOT BOUNDARY

Slope Plan II

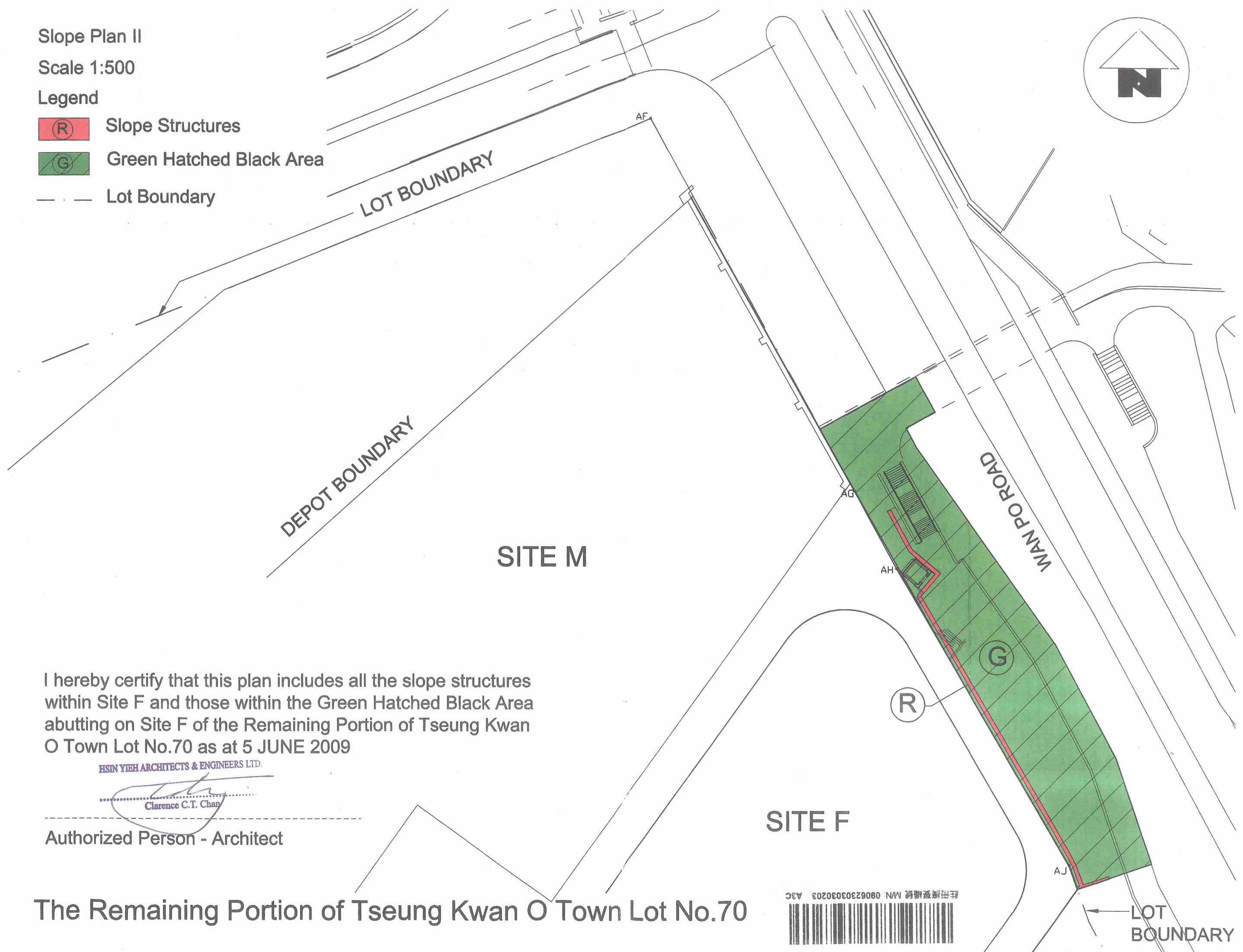
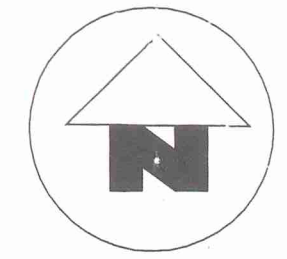
Scale 1:500

Legend

(R) Slope Structures

(G) Green Hatched Black Area

--- Lot Boundary



I hereby certify that this plan includes all the slope structures within Site F and those within the Green Hatched Black Area abutting on Site F of the Remaining Portion of Tseung Kwan O Town Lot No.70 as at 5 JUNE 2009

HSIN YIEH ARCHITECTS & ENGINEERS LTD.

Clarence C.T. Chan
Clarence C.T. Chan

Authorized Person - Architect

The Remaining Portion of Tseung Kwan O Town Lot No.70

註冊建築師 M/N: 08062303030203 A3C



LOT BOUNDARY