

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_

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

and

[ \_\_\_\_\_ ]  
as the Purchaser

and

**MTR CORPORATION LIMITED**  
(香港鐵路有限公司)  
as the Manager

---

**SUB-DEED OF MUTUAL COVENANT**

and

**MANAGEMENT AGREEMENT**

in respect of

**SITE F of ABERDEEN INLAND LOT NO.467**

---

(Draft 9: 30 September 2025)

**Deacons**

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

LC:WW:AUTIM 596147

AIL 467 (Site F) SDMC

**SUB-DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT**

**INDEX**

**SECTION A : PARTIES AND RECITALS**

Date

Parties

- Recitals
1. Supplemental
  2. Development
  3. Allocation of Shares
  4. Assignment
  5. Purpose of Deed
  6. Approval

**OPERATIVE PARTS**

**SECTION B : DEFINITIONS**

**SECTION C : RIGHTS OF OWNERS**

1. Rights attaching to each Share
2. Rights of MTR
3. Rights of Purchaser
4. Disposal Restrictions

**SECTION D : OBLIGATIONS OF OWNERS AND POWERS OF MANAGER**

1. Owners to comply, liability of Manager and Owners to indemnify the Manager
2. Owners to observe restrictive covenants
3. Management Charges
4. Assignment of Common Areas and Common Services and Facilities
5. Phase 6 Residential Units with open kitchen
6. Curtain walls and casement windows
7. Ownership and maintenance of Non-Common EV Facilities
8. Compliance with Ordinances, etc. in respect of Non-Common EV Facilities
9. Compliance with Ordinances, etc. in respect of EV Facilities for Visitors' Car Parking Spaces in Phase 6
10. Phase 6 Noise Mitigation Measures
11. Electricity supply

12. Maintenance of private lift lobby
13. CCTV imaging device

**SECTION E : MEETINGS OF THE OWNERS OF PHASE 6**

1. Meetings of the Owners
2. Annual Meeting
3. Convening of Meeting
4. Notice
5. Quorum
6. Chairman
7. Minutes
8. Voting
9. Resolutions binding on Owners
10. Accidental omission of notice
11. Resolutions requiring special majority
12. Audit of annual accounts
13. Meetings before completion of Phase 6B

**SECTION F : PHASE 6 OWNERS' SUB-COMMITTEE**

1. Number of members
2. Quorum
3. Eligibility for appointment
4. Election of members
5. Officers
6. Tenure of office
7. Votes of members
8. Power to make rules
9. Manager to be invited
10. Power to call meeting

**SECTION G : PHASE 6 HOUSE RULES**

1. Phase 6 House Rules first in force
2. Making and amendment of Phase 6 House Rules
3. Phase 6 House Rules to be posted on notice boards
4. Phase 6 House Rules not adversely affect Government Accommodation

**SECTION H : INTERPRETATION AND MISCELLANEOUS**

1. Marginal notes, headings and index
2. Plurals and genders



**FOURTH SCHEDULE PHASE 6 HOUSE RULES**

**FIFTH SCHEDULE PHASE 6 WORKS AND INSTALLATIONS**

**SIXTH SCHEDULE PHASE 6 AIR-CONDITIONER PLATFORMS, PHASE 6 BALCONIES AND  
PHASE 6 UTILITY PLATFORMS**

**EXECUTION**

## SECTION A

### PARTIES AND RECITALS

**Date** THIS DEED is made the \_\_\_\_\_ day of \_\_\_\_\_ .

**Parties** BETWEEN

(1) **MTR CORPORATION LIMITED ( 香港鐵路有限公司 )** whose registered office is at MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong (“**MTR**” which expression shall where the context so admits include its successors and assigns) and any reference to MTR in this Deed shall be construed as reference to MTR in its capacity as the registered owner of the Units in Phase 6 of the Estate (except the First Assigned Premises) but not further or otherwise;

(2) [ \_\_\_\_\_ ] of [ \_\_\_\_\_ ] Hong Kong (the "**Purchaser**" which expression shall where the context so admits include its successors and assigns); and

(3) **MTR CORPORATION LIMITED ( 香港鐵路有限公司 )** whose registered office is at MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong (the “**Manager**” which expression shall where the context so admits include its successors).

**Recitals** WHEREAS :-

**Supplemental** 1. This Deed is supplemental to the Principal Deed relating to the Development.

**Development** 2. Phase 6 of the Estate has been or is now being constructed (as the case may be) on Site F of the Land.

**Allocation of Shares** 3. For the purpose of distribution and sale, 472,177 equal undivided 4,774,444<sup>th</sup> Shares in the Land have been allocated to Site F in the manner set out in Part I of the First Schedule hereto.

**Assignment** 4. 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** 5. 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 Phase 6 of the Estate;
- (b) making specific provisions for the management of Phase 6;
- (c) appointing MTR Corporation Limited (香港鐵路有限公司) 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; and
- (d) identifying those parts of Phase 6 which will form part of the Common Areas and the Common Services and Facilities under the Principal Deed.

**Approval**

6. 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 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

1. Terms (other than those set out in Clause 2 hereof) defined in the Principal Deed shall have the same meaning when used in this Deed.
2. 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 building plans for Phase 6 of the Estate approved by the Building Authority and/or the Director as from time to time amended, modified or substituted;

**“Authorized Person”** means Ms. Lee Ming Yen Jennifer of P&T Architects Limited, 33<sup>rd</sup> Floor, 633 King’s Road, North Point, Hong Kong, and any other replacement authorized person for the time being appointed by MTR for Phase 6 of the Estate;

**“Deed”** means this Deed as amended or varied or supplemented from time to time;

**“Estate Common Areas in Phase 6”** means those parts of the Estate Common Areas situated within Phase 6 which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, those parts of the Passage Area which are situated within Site F, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase and within Site F (but excluding those forming part of the Station (as for identification purpose only shown coloured Grey on the plans certified as to their accuracy by the Authorized Person and annexed hereto) or the Depot (as for identification purpose only shown coloured Grey Hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto)) and all other common parts specified in Schedule 1 to the Ordinance (if any) within Phase 6 which are intended for use by Owners of the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase, but excluding the Residential Development Common Areas in Phase 6, the Phase 6 Common Areas, the Phase 6 Residential Common Areas, the Phase 6 Residential Common Areas (for Designated Units Only) and the Phase 6 Car Park Common Areas; and the Estate Common Areas in Phase 6 are for the purpose of

identification shown coloured Indigo on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

**“Estate Common Services and Facilities in Phase 6”**

means those services and facilities forming parts of the Estate Common Services and Facilities in, on or under Phase 6 and which serve the Estate and not for the sole benefit of any Owner, group of Owners or Owners of a particular Phase including, but not limited to, sewers, gutters, drains, pipes and ducts; lighting, wires, cables, electrical installations, fittings, equipment and apparatus; and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities and other ancillary facilities installed in or serving the Estate Common Areas in Phase 6 but excluding the Residential Development Common Services and Facilities in Phase 6, the Phase 6 Common Services and Facilities, the Phase 6 Residential Common Services and Facilities, the Phase 6 Residential Common Services and Facilities (for Designated Units Only) and the Phase 6 Car Park Common Services and Facilities;

**“EV Facilities for Visitors’ Car Parking Spaces in Phase 6”**

means all such EV Facilities for Visitors’ Car Parking Spaces installed or to be installed within Phase 6 for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and parking at the Visitors’ Car Parking Spaces in Phase 6 and such facilities shall include, but not limited to, such wires, cables, ducts, trunking, electric meters, base boxes, socket outlets, locks, covers and other security and/or protective devices, charging station, payment device, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

**“Fire Safety Management Plan”**

means the fire safety management plan and measures relating to the Phase 6 Residential Units with open kitchen design required to be implemented by the Buildings Department and the Fire Services Department and any addition or variation thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department and any other relevant Government authority;

**“First Assigned Premises”**

means [            ];

**“Management Units”**

means the Management Units attributable to the Phase 6 Car Parking Spaces and the Phase 6 Residential Units as set out in Part II of the First Schedule;

**“Non-Common EV Facilities”**

means such facilities installed or to be installed within the Phase 6 Car Park forming part of and exclusively serving a Phase 6 Car Parking Space for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong), any regulations made thereunder and

any amending legislation, and parking at such Phase 6 Car Parking Space; such facilities shall include, but not limited to, such EV charger, wires, cables, ducts, conduits, trunking, electric meters, base box, charging devices, covers, isolators, equipment, apparatus and such other security and/or protective devices and such other electrical or other fixture or installations or otherwise for or in relation to such purpose (whether installed onto the surface of or concealed inside the posts for such facilities (each of such posts is for the installation of or concealing the Non-Common EV Facilities of more than one Phase 6 Car Parking Space and forms part of the Phase 6 Car Park Common Areas);

**“Pedestrian Link in Phase 6”**

means those parts of the Pedestrian Link provided or to be provided in Site F, which are for the purpose of identification only as shown by Pink Dotted Lines on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

**“Phase 6”**

means that part of the Estate constructed on Site F of the Land [now known as “[ *insert name* ]”] which consists of (i) **“Phase 6A”** (which is shown as “PHASE 6A” on the phasing plans approved by the Building Authority and for identification purpose only shown and demarcated in Indigo on the phasing plans certified as to their accuracy by the Authorized Person and annexed hereto) now known as “[ *insert name* ]” comprising the Phase 6 Residential Units in Tower 2 (comprising Tower 2(2A), Tower 2(2B) and Tower 2(2C)), the Phase 6 Car Park, parts of the Common Areas and the Common Services and Facilities in Phase 6 (which parts comprise (among others) the Phase 6 Recreational Areas and Facilities); (ii) **“Phase 6B”** (which is shown as “PHASE 6B” on the phasing plans approved by the Building Authority and for identification purpose only shown and demarcated in Pink on the phasing plans certified as to their accuracy by the Authorized Person and annexed hereto) now known as “[ *insert name* ]” comprising the Phase 6 Residential Units in Tower 1 (comprising Tower 1(1A) and Tower 1(1B)) and parts of the Common Areas and the Common Services and Facilities in Phase 6; and (iii) **“Phase 6C”** (which is shown as “PHASE 6C” on the phasing plans approved by the Building Authority and for identification purpose only shown and demarcated in Green on the phasing plans certified as to their accuracy by the Authorized Person and annexed hereto) comprising parts of the Common Areas and the Common Services and Facilities in Phase 6;

**“Phase 6 Air-conditioner Platform”**

means each of the areas for air-conditioning provided on Phase 6 Balconies and/or Phase 6 Utility Platforms forming part of a Phase 6 Residential Unit specified in the Sixth Schedule hereto and the Phase 6 Air-conditioner Platforms are for the purpose of identification marked “A.C.P.” on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

**“Phase 6 Balcony”**

means each of the Balconies forming part of a Phase 6 Residential Unit specified in the Sixth Schedule hereto and for the avoidance of doubt

includes any glass, light fittings, balcony sliding/folding doors, metal grilles and balustrades and other materials enclosing the Balcony, the handrails of the Balcony and the plaster of and the finishes of the ceiling of the Balcony below the concrete slab and any other fixtures at the Balcony; the Phase 6 Balconies are for the purpose of identification shown and marked "BAL." on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

**"Phase 6 Car Park"**

means that part of the Car Park within Phase 6 indicated on the Approved Plans for the parking of motor vehicles or motor cycles licensed under the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and belonging to the residents of the Residential Development, or their bona fide guests, visitors or invitees, and includes areas intended for the common use and benefit of the Owners, occupiers and licensees of such part of the Car Park within Phase 6, and for the avoidance of doubt, also includes the Visitors' Car Parking Spaces in Phase 6;

**"Phase 6 Car Park  
Common Areas"**

means the whole of the Phase 6 Car Park (except those Phase 6 Car Parking Spaces, the Visitors' Car Parking Spaces in Phase 6) intended for the common use and benefit of the Owners, occupiers and licensees of the Phase 6 Car Parking Spaces and the occupiers and licensees of the Visitors' Car Parking Spaces in Phase 6 including, but not limited to, parts of the Pedestrian Link in Phase 6, fireman lift lobby at the 5<sup>th</sup> Floor, driveway, extra low voltage/electrical rooms ("ELV./ELECT. RM."), electrical rooms ("ELECT. RM."), extra low voltage room ("ELV. RM."), sump pump room, exhaust fan room, corridors, staircases and landings, such posts for Non-Common EV Facilities and all other common parts specified in Schedule 1 to the Ordinance (if any) within the Phase 6 Car Park which are intended for the common use and benefit of the Owners, occupiers and licensees of the Phase 6 Car Parking Spaces and the occupiers and licensees of the Visitors' Car Parking Spaces in Phase 6 but excluding the Estate Common Areas in Phase 6, the Residential Development Common Areas in Phase 6, the Phase 6 Common Areas, the Phase 6 Residential Common Areas and the Phase 6 Residential Common Areas (for Designated Units Only); and the Phase 6 Car Park Common Areas are for the purpose of identification shown coloured Green on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

**"Phase 6 Car Park  
Common Services and  
Facilities"**

means those services and facilities in on or under Phase 6 and which serve the Phase 6 Car Park as a whole including, but not limited to, plants and machineries, barriers and water supply apparatus; sewers, gutters, drains, pipes and ducts; pumps, tanks; lighting, wires, cables, electrical installations, fittings, equipment; fire protection and fire fighting services; ventilation and fans but excluding the Estate Common Services and Facilities in Phase 6, the Residential Development Common Services and Facilities in Phase 6, the Phase 6 Common Services and Facilities,

the Phase 6 Residential Common Services and Facilities and the Phase 6 Residential Common Services and Facilities (for Designated Units Only);

**“Phase 6 Car Parking Space”**

means a Unit situated in the Phase 6 Car Park provided pursuant to Special Condition Nos.(68)(a)(i) and (68)(d)(i)(I) of the Government Grant for the purpose of parking of motor vehicle or motor cycle licensed under the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and belonging to a resident of the Residential Development or his bona fide guest, visitor or invitee, and for the avoidance of doubt, includes the Non-Common EV Facilities exclusively serving such Unit;

**“Phase 6 Common Areas”**

means those parts of Phase 6 which are intended for use by the Owners of more than one constituent parts of Phase 6, namely the Phase 6 Car Park and the Phase 6 Residential Development and not for the sole benefit of the Owners of only one constituent part including, but not limited to, parts of the Pedestrian Link in Phase 6, parapet walls, structural walls and columns, foundations and other structural elements of the buildings erected on the Estate serving more than one constituent parts of Phase 6 (but excluding those forming part of the Station or the Depot), corridors, staircases and landings, electrical ducts, electrical riser duct (“ELECT. RISER DUCT”), pipe ducts, pipe duct rooms, shuttle lift lobby at the Lower Ground Floor and the 1<sup>st</sup> Floor, fireman lift lobby, extra-low voltage/electrical room (“ELV./ELECT. RM.”), telecommunications and broadcasting equipment rooms (“TBE RM.”), transformer room (“TX RM.”), potable & flushing transfer pump and tank room, fire services transfer pump and tank room (“F.S. TRANSFER PUMP AND TANK RM.”), master water meter room, high-voltage switch room (“HV SWITCH RM”), low-voltage switch room (“LV SWITCH ROOM”), low-voltage switch room 1 (“LV SWITCH ROOM 1”), gas valve room, riser ducts, sump pit room, sprinkler water tank and pump room, service trench, maintenance trench, sprinkler control valve room, fire services water tank and pump room (“F.S. WATER TANK & PUMP RM.”), fire services control room (“F.S. CONTROL RM.”), emergency generator room (non-F.S.I.), emergency generator room (F.S.I.), inaccessible voids, maintenance corridor, driveway, guard room, caretaker’s office provided under Special Condition No.(56)(a) of the Government Grant, accessible lavatory and all other common parts specified in Schedule 1 to the Ordinance (if any) within Phase 6 not used for the sole benefit of the Owners of any one constituent part of Phase 6 only but excluding the Estate Common Areas in Phase 6, the Residential Development Common Areas in Phase 6, the Phase 6 Residential Common Areas, the Phase 6 Residential Common Areas (for Designated Units Only) and the Phase 6 Car Park Common Areas; and the Phase 6 Common Areas are for the purpose of identification shown coloured Orange on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

**“Phase 6 Common Services and Facilities”**

means those services and facilities constructed or to be constructed in on or under Phase 6 and which serve more than one constituent parts of Phase 6, namely the Phase 6 Car Park and the Phase 6 Residential Development including, but not limited to, lifts, sewers, gutters, drains, pipes and ducts; pumps, tanks and sanitary fittings; lighting, wires, cables, electrical installations, fittings, equipment and apparatus; communal aerial distribution and associated equipment; fire protection and fire fighting systems, equipment and apparatus; security systems, equipment and apparatus; refuse disposal equipment; lifts, air-conditioners and fans; architectural features and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the benefit of Phase 6 as part of the amenities thereof and not for the sole benefit of any one constituent part of Phase 6 only but excluding the Estate Common Services and Facilities in Phase 6, the Residential Development Common Services and Facilities in Phase 6, the Phase 6 Residential Common Services and Facilities, the Phase 6 Residential Common Services and Facilities (for Designated Units Only) and the Phase 6 Car Park Common Services and Facilities;

**“Phase 6 Greenery Areas”**

means the greenery areas (including the common lawn at the Roof Floor) provided or to be provided pursuant to Special Condition No.(26)(b) of the Government Grant in Phase 6, and for identification purpose only shown coloured Yellow Stippled Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

**“Phase 6 House Rules”**

means the House Rules set out in the Fourth Schedule hereto as varied or modified by the Manager from time to time in accordance with Clause 2 of Section G of this Deed;

**“Phase 6 Noise Mitigation Measures”**

means such acoustic windows (baffle type) provided within Phase 6 Residential Units as approved by the Director of Environmental Protection, and any subsequent amendments thereto (if any) approved by the Director of Environmental Protection;

**“Phase 6 Owners’ Sub-Committee”**

means the Owners’ Sub-Committee elected in accordance with the provisions of Section F of this Deed;

**“Phase 6 Recreational Areas and Facilities”**

means the outdoor kid area, covered landscape area, landscape deck, outdoor swimming pools, jacuzzis, gymnasium, spa rooms, female lavatory and changing room, male lavatory and changing room, accessible lavatories, lavatories, steam room, sauna, residential recreational facility entrance foyers, clubhouse management office, sitting area, function rooms, meeting room, yoga room, fitness room, game room, children play area and music rooms within Phase 6 and any other recreational facilities erected within Phase 6 (which, for the avoidance of doubt, shall exclude the central clubhouse and such other recreational areas, facilities and equipment forming part thereof) pursuant to the provisions of Special Condition No.(55)(a) of the Government

Grant which are now or may at any time during the Term be provided only for the benefit of the residents of the Phase 6 Residential Development and their bona fide visitors, all of which shall form part of the Private Recreational Facilities;

**“Phase 6 Residential  
Common Areas”**

means those parts of the Phase 6 Residential Development intended for the common use and benefit of the Owners, occupiers and licensees of the Phase 6 Residential Development including, but not limited to, the external walls at the 8<sup>th</sup> Floor and above of the buildings erected on Phase 6 (including curtain walls or any part thereof forming the curtain wall system (including the window frames, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of the curtain walls, the non-openable windows therein or thereto and window frames, glass panels, cast-in anchors, gasket, window sealant and such other components of such non-openable windows but excluding all openable windows installed therein and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows) and non-structural prefabricated external walls which are for the purpose of identification shown by Red Dotted Lines on the plans certified as to their accuracy by the Authorized Person and annexed hereto, and any architectural features, grilles, louvers, external finishes and claddings (including those external finishes and claddings of the Phase 6 Air-conditioner Platforms, the Phase 6 Balconies and the Phase 6 Utility Platforms and the cladding panels enclosing the exterior pipe ducts)), all areas in Site F landscaped in accordance with Special Condition No.(26) of the Government Grant (including the Phase 6 Greenery Areas), horizontal screens, landscape, driveways, the parking space for refuse collection operation, the loading and unloading spaces provided under Special Condition No.(69)(a)(i) of the Government Grant, the Phase 6 Recreational Areas and Facilities, parts of the Pedestrian Link in Phase 6, inaccessible common flat roofs, common flat roofs, inaccessible common lawns, common lawns, inaccessible common roofs, common roofs, inaccessible green roof, services duct corridors, lift lobbies, cloakrooms, shuttle lift lobby at the Upper Podium Floor, refuse storage and material recovery chamber, maintenance corridors, service corridors, low-voltage switch room 2 (“LV SWITCH ROOM 2”), filtration plant room 1, filtration plant room 2, filtration plant room 3, filtration plant room 5, filtration plant room 6, lift sump pit room, lawn, inaccessible voids, covered landscape area, landscape deck, water feature, lavatory, fire services water tank room (“F.S. WATER TANK RM.”), fire services water pump room (“F.S. WATER PUMP RM.”), staircases and landing, air-conditioner hoods, covers of balcony/utility platform/air-conditioner platform, covers of air-conditioner hood, potable water tank and pump rooms, fan room, headend equipment room, lift over-run, water tanks, flushing water tank and pump rooms, lift machine rooms, emergency generator room, flushing and potable water tank room, flushing and potable water pump room, potable

water tank room, designated common areas for maintenance (which areas are for the purpose of identification shown coloured Yellow Hatched Black on the plans certified as to their accuracy by the Authorized Person and annexed hereto), all structural columns (if any) within or appertaining to any Phase 6 Residential Unit and all other common parts specified in Schedule 1 to the Ordinance (if any) within the Phase 6 Residential Development for the common use and benefit of the Owners, occupiers and licensees of the Phase 6 Residential Development but excluding the Estate Common Areas in Phase 6, the Residential Development Common Areas in Phase 6, the Phase 6 Common Areas, the Phase 6 Car Park Common Areas and the Phase 6 Residential Common Areas (for Designated Units Only); and the Phase 6 Residential Common Areas are for the purpose of identification shown coloured Yellow, Yellow Stippled Black and Yellow Hatched Black and by Red Dotted Lines on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

**“Phase 6 Residential Common Services and Facilities”**

means those services and facilities in on or under Phase 6 of the Estate and which serve more than one Phase 6 Residential Unit including, but not limited to, door with access control system on the 5<sup>M</sup> Floor for sole use and access by the Owners of Phase 6 Residential Units to and from the indoor swimming pool of the central clubhouse, gondola and lifting platforms, sewers, gutters, drains, water features, pipes and ducts; pumps, tanks and sanitary fittings; water supply apparatus; lighting, wires, cables, electrical installations, fittings, equipment and apparatus; communal aerial, distribution and associated equipment; fire protection and fire fighting systems, equipment and apparatus; security systems, equipment and apparatus, refuse disposal equipment, air-conditioners and fans but excluding the Estate Common Services and Facilities in Phase 6, the Residential Development Common Services and Facilities in Phase 6, the Phase 6 Common Services and Facilities, the Phase 6 Car Park Common Services and Facilities and the Phase 6 Residential Common Services and Facilities (for Designated Units Only);

**“Phase 6 Residential Common Areas (for Designated Units Only)”**

means those parts of the Phase 6 Residential Development intended for the common use and benefit of the Owners, occupiers and licensees of all Unit A and Unit B of Tower 1(1A) including, but not limited to, parts of the Pedestrian Link in Phase 6, lift lobbies of Lift L1 and Lift L2 at the Upper Podium Floor and the 7<sup>th</sup> Floor, lift car areas of Lift L1 and Lift L2, lift shafts serving Lift L1 and Lift L2, lift pits serving Lift L1 and Lift L2, lift machine room serving Lift L1 and Lift L2 and all other common parts specified in Schedule 1 to the Ordinance (if any) within the Phase 6 Residential Development which are intended for the common use and benefit of the Owners, occupiers and licensees of all Unit A and Unit B of Tower 1(1A) but excluding the Estate Common Areas in Phase 6, the Residential Development Common Areas in Phase 6, the Phase 6 Common Areas, the Phase 6 Car Park Common Areas and the Phase 6 Residential Common Areas; and the Phase 6 Residential Common Areas

(for Designated Units Only) are for the purpose of identification shown coloured Violet on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

**“Phase 6 Residential Common Services and Facilities (for Designated Units Only)”**

means those services and facilities in on or under Phase 6 of the Estate and which serve all Unit A and Unit B of Tower 1(1A) and are not for the sole benefit of any one Unit A or Unit B of Tower 1(1A) including, but not limited to, switches, meters, wires, cables, lights, lifts being Lift L1 and Lift L2, lift doors of Lift L1 and Lift L2, lift hall buttons, hall lanterns and hall indicators serving Lift L1 and Lift L2, lift door architraves of Lift L1 and Lift L2, installations and facilities in the lift control panel or other installations and facilities forming part of the lift system of Lift L1 and Lift L2, lift installations and lift door protecting devices (including but not limited to lift car position indicators, call buttons, photo-electronic devices and mechanical safety edge) of Lift L1 and Lift L2, fire warning and fighting equipment, security systems and apparatus but excluding the Estate Common Services and Facilities in Phase 6, the Residential Development Common Services and Facilities in Phase 6, the Phase 6 Common Services and Facilities, the Phase 6 Car Park Common Services and Facilities and the Phase 6 Residential Common Services and Facilities;

**“Phase 6 Residential Development”**

means that part of the Residential Development comprising the Towers as indicated on the Approved Plans for residential use;

**“Phase 6 Residential Unit”**

means a Unit including any of the Phase 6 Noise Mitigation Measures within or serving the Unit exclusively, Phase 6 Air-conditioner Platform, Phase 6 Balcony (including any sliding/folding door thereof), Phase 6 Utility Platform (including any sliding/folding door thereof), flat roof(s), roof, stairhood and/or private lift lobby; for the avoidance of doubt it is expressly provided and declared that a Phase 6 Residential Unit shall include (i) all openable windows installed in or to any curtain wall enclosing the Phase 6 Residential Unit and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows, (ii) casement windows (whether openable or not) installed in or to any external walls (other than curtain walls) enclosing the Phase 6 Residential Unit and the window frame on such external walls, frames enclosing the glass panels of the casement windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such casement windows, (iii) the plaster and covering of the internal surface of the external walls enclosing the Phase 6 Residential Unit and the plaster and covering of the internal surface of other enclosing walls abutting on the Phase 6 Residential Common Areas or the Phase 6 Residential Common Areas (for Designated Units Only) enclosing such Phase 6 Residential Unit (but not any other part of those walls), (iv) all non-structural and non-load bearing internal partitions and walls and any aluminium wall cladding

and aluminium ceiling cladding of such Phase 6 Residential Unit (but in case of a non-structural and non-load bearing Party Wall adjoining two Phase 6 Residential Units only up to the mid point of such Party Wall), (v) any fire rated resistant wall, smoke detector and fire alarm of the automatic fire detection system, sprinkler pipes and sprinkler heads of the sprinkler system serving such Phase 6 Residential Unit with open kitchen exclusively, and (vi) any cast-in anchors for anchorage of personal fall arresting system of such Phase 6 Residential Unit serving such Phase 6 Residential Unit exclusively but shall exclude all structural columns (if any) and structural walls (if any) within or appertaining to the Phase 6 Residential Unit;

**“Phase 6 Utility Platform”**

means each of the Utility Platforms forming part of a Phase 6 Residential Unit specified in the Sixth Schedule hereto and for the avoidance of doubt includes any glass, light fittings, sliding/folding doors, metal grilles and balustrades and other materials enclosing the Utility Platform, the handrails of the Utility Platform and the plaster of and the finishes of the ceiling of the Utility Platform below the concrete slab and any other fixtures at the Utility Platform; the Phase 6 Utility Platforms are for identification purpose only as shown and marked “U.P.” on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

**“Phase 6 Works and Installations”**

means all the Works and Installations in Phase 6 requiring regular maintenance on a recurrent basis including but not limited to those works and installations as set out in the Fifth Schedule hereto;

**“Principal Deed”**

means the Principal Deed of Mutual Covenant and Management Agreement dated 13<sup>th</sup> December 2022 and registered in the Land Registry by Memorial No.22122801700021 affecting the Land;

**“Residential Development Common Areas in Phase 6”**

means those parts of the Residential Development Common Areas situated within Phase 6 which are intended for the common use and benefit of the Owners of the Residential Development in more than one Phase and not for the sole benefit of any Owner or group of Owners of the Residential Development in a Phase including, but not limited to, parts of the Pedestrian Link in Phase 6, the Visitors’ Car Parking Spaces in Phase 6, parts of the central clubhouse provided pursuant to Special Condition No.(55)(a) of the Government Grant and such other recreational areas, facilities and equipment forming part thereof (including swimming pool, jacuzzi, pool deck, male lavatory and changing room and female lavatory and changing room), lift lobbies, filtration plant room 4, heat pump room, inaccessible voids, pit, potable and flushing water tank and pump room, skylights, pipe ducts, plant rooms, the cabinet and the plinths for the outdoor common mobile antenna system (if any) on the Top Roof Floor of Tower 2 and any replacement / upgrade (if any) thereof, air-conditioner outdoor units, inaccessible flat roof, parapet walls, structural walls and columns within

or appertaining to the Residential Development in more than one Phase and within Site F and all other common parts specified in Schedule 1 to the Ordinance (if any) within Phase 6 which are intended for the common use and benefit of the Owners of the Residential Development in more than one Phase and not for the sole benefit of any Owner or group of Owners of the Residential Development in a Phase but excluding the Estate Common Areas in Phase 6, the Phase 6 Common Areas, the Phase 6 Residential Common Areas, the Phase 6 Residential Common Areas (for Designated Units Only) and the Phase 6 Car Park Common Areas; and the Residential Development Common Areas in Phase 6 are for the purpose of identification shown coloured Red on the plans certified as to their accuracy by the Authorized Person and annexed hereto;

**“Residential Development Common Services and Facilities in Phase 6”**

means those services and facilities forming parts of the Residential Development Common Services and Facilities in, on or under Phase 6 and which serve the Residential Development in more than one Phase and not for the sole benefit of any Owner or group of Owners of the Residential Development in a Phase including, but not limited to, the EV Facilities for Visitors’ Car Parking Spaces in Phase 6, sewers, gutters, drains, pipes and ducts; pumps, tanks; water supply apparatus; lighting, wires, cables, electrical installations, fittings, equipment and apparatus; fire protection and fighting services; fire-fighting systems, equipment and apparatus; security systems, equipment and apparatus; ventilation and fans and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities and other ancillary facilities installed in or serving the Residential Development Common Areas in Phase 6 (including the trunkings/cables serving the outdoor common mobile antenna system (if any) on the Top Roof Floor of Tower 2 and any replacement/upgrade (if any) thereof) but excluding the Estate Common Services and Facilities in Phase 6, the Phase 6 Common Services and Facilities, the Phase 6 Residential Common Services and Facilities, the Phase 6 Residential Common Services and Facilities (for Designated Units Only) and the Phase 6 Car Park Common Services and Facilities;

**“Site F”**

means the portion or portions or strata or stratum of the Land as shown and marked “SITE F” on Plan Ic annexed to the Government Grant (as may be replaced by the detail boundary plan(s) referred to in Special Condition No.(7) of the Government Grant approved by the Director and registered in the Land Registry from time to time) and referred to in the Government Grant as “Site F”;

**“Tower”**

means a residential tower block constructed as part of the Phase 6 Residential Development; and

**“Visitors’ Car Parking Spaces in Phase 6”**

means the Visitors’ Car Parking Spaces in the Phase 6 Car Park provided pursuant to Special Condition No.(68)(a)(iii) of the Government Grant designated for parking of motor vehicles licensed under the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong), any regulations made

thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the Residential Development being also all the parking spaces for disabled persons provided in Site F pursuant to Special Condition No.(68)(c)(i) of the Government Grant.

## SECTION C

### RIGHTS OF OWNERS

**Rights attaching to each Share**

1. Each Share allocated to Phase 6 of the Estate shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal Deed and this Deed be held by the person or persons from time to time entitled thereto together with :

- (a) the full and exclusive right and privilege to hold, use and occupy the Unit designated opposite to it in the First Schedule hereto; and
- (b) the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule hereto;

but subject to the exceptions and reservations set out in Part II of the Second Schedule hereto.

**Rights of MTR**

2. MTR shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal Deed and this Deed have the full and exclusive right and privilege to hold, use, occupy and enjoy the whole of Phase 6 together with the appurtenances thereto save and except the First Assigned Premises.

**Rights of Purchaser**

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

**Disposal Restrictions**

4. (a) The right to the exclusive use, occupation and enjoyment of any Phase 6 Residential Unit or Phase 6 Car Parking Space or any part thereof shall not be sold, assigned, mortgaged, charged, leased (other than for a term of less than ten (10) years), licensed or otherwise disposed of separately from the Share with which the same is held.

(b) Phase 6 Car Parking Spaces shall not be used for any purpose other than for the purposes of parking of motor vehicles or motor cycles (as the case may be) licensed under the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation and belonging to the residents of the Residential Development or their bona fide guests, visitors or invitees in accordance with the Approved Plans and the Government Grant and in particular the Phase 6 Car Parking Spaces shall not be used for the storage,

display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

## SECTION D

### OBLIGATIONS OF OWNERS AND POWERS OF MANAGER

- Owners to comply**
1. (a) The Owners of Units in Phase 6 (including MTR) and the Manager shall at all times hereafter so long as they remain as Owners of any Shares in Phase 6 or the Manager (as the case may be) comply with and shall observe and perform the covenants, provisions, restrictions and prohibitions contained in :
- (i) the Government Grant;
  - (ii) the Principal Deed; and
  - (iii) this Deed.
- Liability of Manager**
- (b) The Manager, when exercising its right to enter on, into or upon any Unit in Phase 6 in accordance with Clause 2(a) of Part II of the Second Schedule to the Principal Deed, shall repair at its own costs and expense any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager, its employees, agents and contractors.
- Owners to indemnify the Manager**
- (c) Nothing contained in the Principal Deed and this Deed shall exclude the liability of the Manager to the Owners of Units in Phase 6 for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, agents or contractors and no Owner of a Unit in Phase 6 shall be required to indemnify the Manager or its employees, agents or contractors from and against any actions, claims etc. arising out of any act or omission.
- Owners to observe restrictive covenants**
2. The Owners of a Unit in the Phase 6 Residential Development and the Phase 6 Car Park 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 insofar as the same are applicable to them.
- Management Charges**
3. (a) Each Owner of a Unit in Phase 6 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 the Principal Deed Provided That the maintenance and management costs and expenses of such posts for Non-Common EV Facilities forming part of the Phase 6 Car Park Common Areas shall be borne and contributed by the Owner of each Phase 6 Car Parking Space in the proportion that the Management Units attributable to the Phase 6 Car Parking Space owned by him bear to the total Management Units allocated to all the Phase 6 Car Parking Spaces and shall neither be borne nor be contributed by the Owners of the Phase 6 Residential Units.
- (b) For the avoidance of doubt, the construction costs of uncompleted parts of Phase 6 as at the date of this Deed and the management and maintenance expenses in relation to the Common Areas

and the Common Services and Facilities in Phase 6B before MTR assigns any Unit in Phase 6B shall be borne by MTR solely so that the Owners of Units in the completed parts of Phase 6 as at the date of this Deed (i.e. Phase 6A) shall not be liable for the payment of any construction costs of uncompleted parts of Phase 6 as at the date of this Deed and any management and maintenance expenses in relation to the Common Areas and the Common Services and Facilities in Phase 6B before MTR assigns any Unit in Phase 6B.

(c) For the avoidance of doubt, the construction costs of and the management and maintenance expenses in relation to the Common Areas and the Common Services and Facilities in Phase 6C before MTR assigns the same to the Manager shall be borne by MTR solely so that the Owners of Units in Phase 6A and Phase 6B shall not be liable for the payment of any construction costs of and any management and maintenance expenses in relation to the Common Areas and the Common Services and Facilities in Phase 6C before MTR assigns the same to the Manager.

**Assignment of Common  
Areas and Common  
Services and Facilities**

4. (a) MTR shall upon execution of this Deed assign the Shares allocated to the Common Areas and Common Services and Facilities in Phase 6A (being (i) the Estate Common Areas in Phase 6 and the Estate Common Services and Facilities in Phase 6, (ii) parts of the Residential Development Common Areas in Phase 6 and parts of the Residential Development Common Services and Facilities in Phase 6, (iii) the Phase 6 Common Areas and the Phase 6 Common Services and Facilities, (iv) parts of the Phase 6 Residential Common Areas and parts of the Phase 6 Residential Common Services and Facilities, (v) parts of the Phase 6 Residential Common Areas (for Designated Units Only) and parts of the Phase 6 Residential Common Services and Facilities (for Designated Units Only) and (vi) the Phase 6 Car Park Common Areas and the Phase 6 Car Park Common Services and Facilities) together with the said Common Areas and Common Services and Facilities in Phase 6A to the Manager free of costs or consideration to be held by the Manager as trustee for all the Owners and the Manager must assign the said Shares together with the said areas and services and facilities free of costs or consideration to its successor as manager on termination of its appointment or to the Owners' Corporation (and transfer the management responsibilities thereto) at any time if so required by the Owners' Corporation in which event the Owners' Corporation must hold the same on trust for the benefit of all the Owners.

(b) After completion of Phase 6B (as evidenced by the issue of the certificate of compliance in respect of the Land by the Director of Lands) and upon assignment of any Unit in Phase 6B by MTR, MTR shall assign the Shares allocated to the Common Areas and Common Services and Facilities in Phase 6B (being (i) parts of the Phase 6 Residential Common Areas and parts of the Phase 6 Residential Common Services and Facilities and (ii) parts of the Phase 6 Residential Common Areas (for

Designated Units Only) and parts of the Phase 6 Residential Common Services and Facilities (for Designated Units Only)) together with the said Common Areas and Common Services and Facilities in Phase 6B to the Manager free of costs or consideration to be held by the Manager as trustee for all the Owners and the Manager must assign the said Shares together with the said areas and services and facilities free of costs or consideration to its successor as manager on termination of its appointment or to the Owners' Corporation (and transfer the management responsibilities thereto) at any time if so required by the Owners' Corporation in which event the Owners' Corporation must hold the same on trust for the benefit of all the Owners.

(c) Upon issuance of the certificate of compliance in respect of the Land by the Director of Lands, MTR shall assign the Shares allocated to the Common Areas and Common Services and Facilities in Phase 6C (being parts of the Residential Development Common Areas in Phase 6 and parts of the Residential Development Common Services and Facilities in Phase 6) together with the said Common Areas and Common Services and Facilities in Phase 6C to the Manager free of costs or consideration to be held by the Manager as trustee for all the Owners and the Manager must assign the said Shares together with the said areas and services and facilities free of costs or consideration to its successor as manager on termination of its appointment or to the Owners' Corporation (and transfer the management responsibilities thereto) at any time if so required by the Owners' Corporation in which event the Owners' Corporation must hold the same on trust for the benefit of all the Owners.

**Phase 6 Residential Units  
with open kitchen**

5. (a) Each Owner of Phase 6 Residential Units with open kitchen shall in such manner at his sole expense repair maintain and keep in good repair and condition the fire fighting and protection installations in or appertaining to his Phase 6 Residential Unit including but not limited to fire rated resistant wall, smoke detector and fire alarm of the automatic fire detection system and sprinkler pipes and sprinkler heads of the sprinkler system serving such Phase 6 Residential Unit with open kitchen exclusively and when necessary replace any part or parts thereof which require replacement to the satisfaction of the relevant Government department(s). The Owner and resident of any Phase 6 Residential Unit with open kitchen shall comply with the following fire safety provisions to the satisfaction of the relevant Government department(s) and the Manager:

- (i) smoke detectors provided inside the Phase 6 Residential Units with open kitchen and at the common areas outside the Phase 6 Residential Units with open kitchen shall not be removed or obstructed;

- (ii) sprinkler heads provided at the ceiling immediately above the open kitchen shall not be removed or obstructed;
- (iii) the full height wall having a fire resistance rating of not less than -/30/30 adjacent to the exit door of the Phase 6 Residential Unit shall not be removed;
- (iv) the fire safety provisions mentioned in (i) and (ii) above serving exclusively a Phase 6 Residential Unit with open kitchen shall be subject to annual check and maintenance at the cost and expense of the Owner of that Phase 6 Residential Unit with open kitchen conducted by the fire service installation contractor registered with the Fire Services Department appointed by the Manager (“RFSIC”);
- (v) the Owners and residents of the Phase 6 Residential Units shall allow access for the RFSIC appointed by the Manager as mentioned in (iv) above to carry out annual check, maintenance and inspection of the fire safety provisions in the Phase 6 Residential Units;
- (vi) maintenance and inspection work of the fire safety provisions mentioned in (i) and (ii) above serving exclusively a Phase 6 Residential Unit with open kitchen with appropriate maintenance procedures shall be carried out, at the cost and expense of the Owner of that Phase 6 Residential Unit with open kitchen, by the RFSIC who shall be responsible for issuance of the relevant maintenance certificate (F.S. 251) to prove the function of such fire safety provisions and submission of the said relevant maintenance certificate (F.S. 251) to the Fire Services Department.

(b) The Owner or residents of any Phase 6 Residential Unit with open kitchen shall at his own costs and expenses observe and comply with the Fire Safety Management Plan and the fire safety provisions mentioned in sub-clauses (a)(i) to (a)(vi) of this Clause and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall ensure his tenants and other occupiers of his Phase 6 Residential Unit observe and comply with the same.

(c) The Manager shall have the power to implement and/or monitor proper implementation of and shall ensure the effective implementation of the management procedure stated in the Fire Safety Management Plan (including but not limited to providing staff training including the course of actions to be carried out by the security officer/security guard, carrying out fire drill annually, providing 24-hour attendance at either the fire control centre or caretaker's office and affixing permanent notice at the Phase 6 Residential Common Areas and/or the Phase 6 Residential Common Areas (for Designated Units Only) (such as in lift lobbies forming parts of the Phase 6 Residential Common Areas or the Phase 6 Residential Common Areas (for Designated Units Only) and on notice board within the Phase 6 Residential Common Areas or the Phase 6 Residential Common Areas (for Designated Units Only)) to remind the residents not to remove or demolish any fire safety provision) by the Owners whose Phase 6 Residential Units contain approved open kitchen design in accordance with the Fire Safety Management Plan and to enter the relevant Phase 6 Residential Units with open kitchen with or without workmen, equipment or materials at all reasonable times on reasonable notice to the affected Owner(s) (except in an emergency when no notice is required and the entry may take place at all time) to implement the Fire Safety Management Plan and/or to take such measures and precautions as may be required to prevent any breach by any Owners in respect of the Fire Safety Management Plan in the Phase 6 Residential Units. The Manager shall assist the Owner(s) of Phase 6 Residential Unit(s) with open kitchen to carry out annual maintenance of the fire service installations and submit the maintenance certificate to the Fire Services Department. All cost and expenses incurred by the Manager in connection with the implementation and/or monitoring of the Fire Safety Management Plan shall be borne by the Owner(s) of the relevant Phase 6 Residential Unit(s) with open kitchen.

(d) Within one month of the date of this Deed, MTR shall deposit a full copy of the Fire Safety Management Plan in the caretaker's office in Phase 6 for inspection by all Owners of Phase 6 free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the relevant account of the Special Fund for Phase 6.

**Curtain walls and casement windows**

6. The Owner of any Phase 6 Residential Unit shall be responsible for the cleaning of the internal surface of the curtain walls (including the openable windows and/or the non-openable windows installed therein or thereto) enclosing his Unit. The Owner of any Phase 6 Residential Unit shall be responsible for the repair, maintenance and replacement works of the openable windows installed in or to any curtain wall enclosing his Unit and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows and shall only engage contractors nominated and approved by the Manager to carry out such works. The Owner of any Phase 6 Residential Unit shall also be

responsible for the repair, maintenance and replacement of the casement windows (whether openable or not) belonging to his Unit. For the avoidance of doubt, the Owner of any Phase 6 Residential Unit shall also be responsible for the repair, maintenance and replacement of the sliding/folding doors belonging to his Unit. The Owners of the Phase 6 Residential Units shall not object and shall render full cooperation to the Manager for the purpose of cleaning the external surfaces and carrying out any works with regards to the curtain walls. When the Manager carries out cleaning of the external surface of the curtain walls, the Manager shall have the right to clean the external surface of the openable windows in the curtain walls as well and the costs and expenses incurred in connection therewith shall be paid from the management fund in respect of the Phase 6 Residential Common Areas.

**Ownership and maintenance of Non-Common EV Facilities**

7. (a) Each Owner of the Phase 6 Car Parking Space shall at his own cost and expense be responsible for the operation, maintenance, inspection, security, repair, replacement and renewal of the Non-Common EV Facilities serving his Phase 6 Car Parking Space exclusively and the ownership of all such facilities shall belong to him. Each Owner of the Phase 6 Car Parking Space shall indemnify the Owners or occupiers of other Units for his failure to observe and comply with the provisions of this Clause.

(b) Without prejudice to the generality of sub-clause (a) above, if any Owner of Phase 6 Car Parking Space shall fail to repair, maintain, replace or renew the Non-Common EV Facilities serving his Phase 6 Car Parking Space exclusively in accordance with sub-clause (a) above and it has caused damage or, in the reasonable opinion of the Manager, danger to the other part of Phase 6 or the Owners or occupiers of the other Units, the Manager shall have the right and power, but not obliged, to carry out such repairs, maintenance, replacement or renewal works to the relevant Non-Common EV Facilities and make good all damage (if any) caused by the Owner's failure to repair, maintain, replace or renew as the Manager shall in its absolute discretion see fit and all the costs and expenses incurred by the Manager in connection therewith shall be recoverable from the Owner of the relevant Phase 6 Car Parking Space as a debt.

(c) The appearance and standards of all replaced Non-Common EV Facilities installed by an Owner of Phase 6 Car Parking Space shall be consistent and compatible with the appearance and standards of the original Non-Common EV Facilities installed for his Phase 6 Car Parking Space.

**Compliance with Ordinances, etc. in respect of Non-Common EV Facilities**

8. Each Owner of Phase 6 Car Parking Space shall at his own costs and expense at all times:-

(a) observe and comply with all Ordinances, by-laws and

Government regulations of Hong Kong and guidelines and directions as may be issued by the former Environment Bureau or the Environment and Ecology Bureau or the Electrical and Mechanical Services Department or all other Government authorities from time to time and all the Building Rules (if any) and Phase 6 House Rules (if any) as may be made and all such directions (if any) as may be given by the Manager from time to time in relation to the installation, use, operation, maintenance, repair, replacement and/or renewal of the Non-Common EV Facilities or any part thereof serving his Phase 6 Car Parking Space exclusively including but not limited to any works to be carried out thereat and control of the consistent appearance of the Non-Common EV Facilities;

(b) take good care and such precautions as may be necessary in the use or operation of the Non-Common EV Facilities or any part thereof serving his Phase 6 Car Parking Space exclusively so as to avoid any loss, damage, nuisance or annoyance to Owners or occupiers of the other Units; and

(c) indemnify the Owners or occupiers of the other Units for his failure to observe or comply with the provisions of this Clause.

**Compliance with Ordinances, etc. in respect of EV Facilities for Visitors' Car Parking Spaces in Phase 6**

9. The Owner of a Phase 6 Residential Unit shall ensure that the bona fide guests, visitors and invitees of the residents of his Phase 6 Residential Unit shall at all times:-

(a) observe and comply with all Ordinances, by-laws and Government regulations of Hong Kong and guidelines and directions as may be issued by the former Environment Bureau or the Environment and Ecology Bureau or the Electrical and Mechanical Services Department or any Government authorities from time to time and all the Building Rules (if any) as may be made and all such directions (if any) as may be given by the Manager from time to time in relation to the use or operation of the EV Facilities for Visitors' Car Parking Spaces in Phase 6;

(b) take good care and such precautions as may be necessary in the use of the EV Facilities for Visitors' Car Parking Spaces in Phase 6 or any part thereof so as to avoid any loss, damage, nuisance or annoyance to Owners or occupiers of the other Units; and

(c) indemnify the Owners or occupiers of the other Units for their failure to observe or comply with the provisions of this Clause.

**Phase 6 Noise Mitigation Measures**

10. All Owners of Phase 6 Residential Units shall observe and comply with all Ordinances, by-laws and Government regulations of Hong Kong and guidelines and directions as may be issued by any Government authorities or the Manager from time to time in relation to use or maintenance or operation of the Phase 6 Noise Mitigation Measures and no Owners shall do or permit any act or thing to be done which may in any

way damage or affect the Phase 6 Noise Mitigation Measures.

**Electricity supply**

11. (a) For provision of electricity services to Phase 6 or part thereof, The Hongkong Electric Company Limited, its employees and contractors shall have the right to operate the equipment and facilities of The Hongkong Electric Company Limited installed in the transformer room in Phase 6 PROVIDED THAT the Manager shall at all times be responsible for the management and control of the transformer room in Phase 6.

(b) The Owners of Units in Phase 6 shall, at their own cost and expense acting through the Manager, be responsible for the repair and maintenance of the transformer room (excluding the equipment and facilities of The Hongkong Electric Company Limited) for provision of electricity services to Phase 6 and which form part of the Phase 6 Common Areas and be responsible for any reinstatement work to the said transformer room rendered necessary by the installation, repair or replacement of the equipment and facilities of The Hongkong Electric Company Limited therein.

**Maintenance of private lift lobby**

12. Each Owner of the Phase 6 Residential Unit with private lift lobby shall, at its own costs and expenses, whether acting through the Manager or otherwise, keep and maintain the private lift lobby of the Phase 6 Residential Unit owned by him and the facilities, equipment or apparatus on in or upon such private lift lobby (other than the facilities, equipment or apparatus forming part of the Common Areas or the Common Services and Facilities) in accordance with the requirements laid down under the Fire Services Ordinance (Cap. 95 of the Laws of Hong Kong) or other relevant laws or regulations.

**CCTV imaging device**

13. The Manager shall:-

(a) provide a suitable CCTV imaging device and trained personnel to operate the said device, or secure a contract with a service provider for conducting inspection of the concealed drainage pipes by a suitable CCTV imaging device; and

(b) conduct regular inspection of the external drainage pipes enclosed by architectural features on a specified interval as proposed by the Authorized Person to alert any early signs of water leakage and pipe joints/pipe brackets conditions.

## SECTION E

### MEETINGS OF THE OWNERS OF PHASE 6

#### **Meetings of the Owners**

1. From time to time as occasion may require there shall be meetings of the Owners of Phase 6 to discuss and decide matters concerning Phase 6 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 Phase 6 shall be as is determined by the Owners of Phase 6.

#### **Annual Meeting**

2. (a) The Manager shall convene a meeting of the Owners of Phase 6 as soon as possible but in any event not later than nine months after the date of this Deed (and to convene further and subsequent meetings if required) to appoint a Phase 6 Owners' Sub-Committee and the Chairman and Secretary thereof.

(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 the Principal Deed) for the purposes of receiving the Manager's report and an income and expenditure account and balance sheet for the previous financial year in respect of Phase 6, and transacting any other business of which due notice is given in the notice convening the meeting.

#### **Convening of Meeting**

3. A meeting of the Owners of Phase 6 may be convened by:

- (a) the Phase 6 Owners' Sub-Committee;
- (b) the Manager; or
- (c) an Owner of Phase 6 appointed to convene such a meeting by the Owners of Phase 6 of not less than 5% of the Shares attributable to Phase 6 in aggregate.

#### **Notice**

4. The person convening the meeting of the Owners of Phase 6 shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner of Phase 6. 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 Owners;
- (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.

Notice of meeting shall also be given to MTR as the Owner of the Station and the Depot as aforesaid and if the matter or matters to be discussed may

in the opinion of MTR as the Owner of the Station and the Depot affect or have an impact on the Station and/or the Depot and/or be ancillary or pertaining thereto, MTR as the Owner of the Station and the Depot 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 of Phase 6 present in person or by proxy shall be a quorum at any meeting. For the purpose of this sub-clause, the reference to “10% of the Owners of Phase 6” shall be construed as a reference to 10% of the number of persons who are Owners of Phase 6 without regard to their ownership of any particular percentage of the total number of Shares into which Phase 6 is divided and not be construed as the Owners of 10% of the Shares in Phase 6 in aggregate.

**Chairman**

6. A meeting of the Owners of Phase 6 shall be presided over by the Chairman of the Phase 6 Owners’ Sub-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) At a meeting of the Owners of Phase 6

- (i) an Owner shall have one vote in respect of each Share he owns;
- (ii) an Owner may cast a vote personally or by proxy;
- (iii) where 2 or more persons are the co-Owners of a Share, the vote in respect of the Share may be cast:
  - (I) by a proxy jointly appointed by the co-Owners;
  - (II) by a person appointed by the co-Owners from amongst themselves; or
  - (III) if no appointment is made under Clauses 8(a)(iii)(I) or 8(a)(iii)(II) of this Section, either by one of the co-Owners personally or by a proxy appointed by one of the co-Owners;
- (iv) where 2 or more persons are the co-Owners of a Share and more than one of the co-Owners seek to cast a vote in respect of the Share, only the vote that is cast, whether personally or by proxy, by the co-Owner whose name, in order of priority, stands highest in relation to that Share in the

register kept at the Land Registry shall be treated as valid;

- (v) if there is an equality of votes the person presiding over the meeting shall have in addition to a deliberative vote, a casting vote.

(b) An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A of the Ordinance, and

- (i) shall be signed by the Owner; or
- (ii) 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.

(c) The instrument appointing a proxy shall be lodged with the Chairman of the Phase 6 Owners' Sub-Committee or, if the meeting is convened under Clauses 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.

(d) 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.

(e) For the avoidance of doubt, there shall not be any votes attaching to Shares allocated to the Estate Common Areas in Phase 6 and the Estate Common Services and Facilities in Phase 6, the Residential Development Common Areas in Phase 6 and the Residential Development Common Services and Facilities in Phase 6, the Phase 6 Common Areas and the Phase 6 Common Services and Facilities, the Phase 6 Residential Common Areas and the Phase 6 Residential Common Services and Facilities, the Phase 6 Residential Common Areas (for Designated Units Only) and the Phase 6 Residential Common Services and Facilities (for Designated Units Only) and the Phase 6 Car Park Common Areas and the Phase 6 Car Park Common Services and Facilities 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 of Phase 6.

**Resolutions binding on Owners**

9. (a) Any resolution on any matter concerning Phase 6, 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 of Phase 6 present in person or by proxy and voting shall be binding on all the Owners of Phase 6 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 the Principal Deed) shall contravene Clause 9(a)(v) of Section F of the Principal Deed;
- (vi) any resolution on matters or issues which in the reasonable opinion of MTR as the Owner of the Station and the Depot may affect or have an impact on the Station and/or the Depot and/or be ancillary or pertaining thereto, shall be subject to the agreement of MTR as the Owner of the Station and the Depot; and
- (vii) no resolution shall damage, interfere with, obstruct or endanger the construction, use, operation, maintenance or safety of the Mass Transit Railway, the Mass Transit Railway Structures and Installations, the Station or the Depot or any part thereof.

(b) A resolution may be passed as to the manner in which the powers and duties conferred on the Manager by the Principal Deed or this Deed 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 of the Principal Deed shall be valid unless passed by the majorities specified therein.

**Audit of annual accounts**

12. Prior to the formation of the Owners' Corporation, the Owners of Phase 6 at a meeting of the Owners of Phase 6 convened under this Deed shall have the power to require the annual accounts of Phase 6 to be audited by an independent auditor of their choice.

**Meetings before  
completion of Phase 6B**

13. For the avoidance of doubt, MTR as the Owner of uncompleted Units in Phase 6 shall not be entitled to receive notice of meeting, attend or vote at the meeting of the Owners of Phase 6 convened under this Deed.

## SECTION F

### PHASE 6 OWNERS' SUB-COMMITTEE

**Number of members**

1. (a) The Phase 6 Owners' Sub-Committee shall consist of six (6) members.

(b) The members of the Phase 6 Owners' Sub-Committee shall be made up of :

(i) one (1) member from each Tower as representatives of the Phase 6 Residential Development; and

(ii) one (1) member as representative of the Phase 6 Car Park.

(c) For the purpose of this Section F, "each Tower" shall mean each of Tower 1(1A), Tower 1(1B), Tower 2(2A), Tower 2(2B) and Tower 2(2C).

**Quorum**

2. (a) A quorum for meetings of the Phase 6 Owners' Sub-Committee shall be 50% of the members of the Phase 6 Owners' Sub-Committee (rounded up to the nearest whole number) or three (3) such members, whichever is the greater.

(b) Provided a quorum exists, the Phase 6 Owners' Sub-Committee shall be entitled to act and continue to act notwithstanding that the number of its members falls below six (6) or that for any reason less than six (6) members are elected in the manner herein provided.

**Eligibility for appointment**

3. The following persons shall be eligible for appointment to the Phase 6 Owners' Sub-Committee :-

(a) Any Owner (in case of two or more co-Owners of a Unit, only one of them) of a Unit in Phase 6.

(b) The duly authorised representative (PROVIDED THAT such authorisation shall be in writing addressed to the Phase 6 Owners' Sub-Committee and may be revoked at any time on notice in writing given to the Phase 6 Owners' Sub-Committee), in his place, of any Owner of a Unit in Phase 6, being:

(i) the representative of an Owner which is a body corporate; or

(ii) the husband, wife or adult family member of an Owner PROVIDED THAT such husband, wife

or adult family member resides in or occupies such Owner's Unit.

**Election of members**

4. (a) The Manager shall convene a meeting of the Owners of Phase 6 comprising :-

- (i) each Tower in the Phase 6 Residential Development; and
- (ii) the Phase 6 Car Park;

the first such meeting to be convened within nine months of the date of this Deed (and to call further and subsequent meetings if required), which meeting and each subsequent Annual Meeting (as referred to in sub-clause (b) below) must appoint the members of the Phase 6 Owners' Sub-Committee and the Chairman and Secretary of the Phase 6 Owners' Sub-Committee.

(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 the Principal Deed) for the purposes of receiving the Manager's report and an income and expenditure account and balance sheet for the previous financial year in respect of Phase 6, and transacting any other business of which due notice is given in the notice convening the meeting.

(c) At the first meeting and at each subsequent Annual Meeting :

- (i) the Owners of each Tower in the Phase 6 Residential Development shall elect one (1) representative of that Tower to the Phase 6 Owners' Sub-Committee;
- (ii) the Owners of the Phase 6 Car Parking Spaces shall elect one (1) representative to the Phase 6 Owners' Sub-Committee

PROVIDED THAT no individual (whether in the capacity of an Owner or the duly authorised representative of an Owner) shall be appointed as the representative of more than one Tower in the Phase 6 Residential Development or as the representative of any Tower in the Phase 6 Residential Development and the Phase 6 Car Parking Spaces to the Phase 6 Owners' Sub-Committee at the same time.

(d) The Owners of Phase 6B shall not be entitled to elect or send their representatives to the Phase 6 Owners' Sub-Committee unless and until after the issuance of the relevant Occupation Permit covering Phase 6B.

## Officers

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

- (i) a Chairman;
- (ii) a Secretary;
- (iii) such other officers (if any) as the Phase 6 Owners' Sub-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 Phase 6 Owners' Sub-Committee from among them as they may from time to time determine.

(c) A meeting of the Phase 6 Owners' Sub-Committee shall be presided over by:

- (i) the Chairman; or
- (ii) in the absence of the Chairman, a member of the Phase 6 Owners' Sub-Committee appointed as chairman for that meeting.

## Tenure of office

6. (a) Members of the Phase 6 Owners' Sub-Committee shall hold office until the Annual Meeting of Owners of Phase 6 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 Phase 6 Owners' Sub-Committee shall be eligible for re-election or re-appointment as appropriate.

(c) A member of the Phase 6 Owners' Sub-Committee shall nevertheless cease to hold office if :

- (i) he resigns by notice in writing to the Phase 6 Owners' Sub-Committee;
- (ii) he ceases to be eligible;
- (iii) his authority is revoked by the Owners 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 for more than one month;

(vii) he, or the Owner(s) he represents, fails to observe and perform the provisions of the Principal Deed or this Deed.

(d) Any one or more members of the Phase 6 Owners' Sub-Committee may be removed from office by a resolution of the Owners of Units of the part of Phase 6 which he represents at an Extraordinary Meeting convened for the purpose by the Manager, the Phase 6 Owners' Sub-Committee or by Owners of Units in Phase 6 entitled to attend and vote at any such meeting who in the aggregate have vested in them not less than 20% of the Shares attributable to the part of Phase 6 which the member represents and at any such Meeting, new members of the Phase 6 Owners' Sub-Committee may be appointed in the place of those removed from office.

**Votes of members**

7. Members of the Phase 6 Owners' Sub-Committee shall be entitled to one vote each at Phase 6 Owners' Sub-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. No resolution of the Phase 6 Owners' Sub-Committee shall contravene Clause 1(e) of Section G of the Principal Deed.

**Power to make rules**

8. The Phase 6 Owners' Sub-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 or the Principal Deed.

**Manager to be invited**

9. The Phase 6 Owners' Sub-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**

10. The Chairman, any two members of the Phase 6 Owners' Sub-Committee or the Manager may at any time convene a meeting of the Phase 6 Owners' Sub-Committee PROVIDED THAT the person or persons convening the meeting shall, at least 7 days before the date of meeting, give to each member of the Phase 6 Owners' Sub-Committee notice of the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. The notice of a meeting may be given:

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

## SECTION G

### PHASE 6 HOUSE RULES

**Phase 6 House Rules  
first in force**

1. The Phase 6 House Rules set out in the Fourth Schedule hereto shall be deemed to have come into force on the date of this Deed in respect of Phase 6 and shall remain in force until revoked or amended as hereinafter provided.

**Making and  
amendment of  
Phase 6 House Rules**

2. The Manager shall have power from time to time to make, revoke and amend the Phase 6 House Rules regulating the use, occupation, maintenance and environmental control of Phase 6 and the conduct of persons occupying, visiting or using the same and the Phase 6 House Rules shall not be inconsistent with or contravene the provisions of the Principal Deed, this Deed, the Ordinance or the Government Grant PROVIDED THAT if the Phase 6 Owners' Sub-Committee is in existence, the Phase 6 House Rules shall only be made, revoked or amended by the Manager with the prior approval of the Phase 6 Owners' Sub-Committee.

**Phase 6 House Rules to  
be posted on notice  
boards**

3. Copies of the Phase 6 House Rules from time to time in force shall be posted on the public notice boards in Phase 6.

**Phase 6 House Rules not  
adversely affect  
Government  
Accommodation**

4. The Phase 6 House Rules shall not contravene any provisions of the Principal Deed, and in particular shall not in any way affect the rights, easements and privileges set out in Clause 2 of Part I of the Second Schedule to the Principal Deed.

## SECTION H

### 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 Residential Unit of which the party to be served is the Owner notwithstanding that such party shall not personally occupy such Residential Unit PROVIDED 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 under this Deed shall be properly served if sent by prepaid post to or left at its registered office or the caretaker's office in Phase 6 or such other address as may be notified by the Manager from time to time.

(c) All notices required to be given to the Phase 6 Owners' Sub-Committee shall be properly served if sent by prepaid post to or left with the Chairman or Secretary of the Phase 6 Owners' Sub-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.

**Chinese Translation**

5. MTR shall at its own costs and expenses provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and its

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

### **The Ordinance**

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

(b) MTR shall deposit a copy of Schedules 7 and 8 to the Ordinance (English and Chinese versions) in the caretaker's office in Phase 6 for reference by all Owners of Phase 6 free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received must be credited to the relevant account of the Special Fund for Phase 6.

### **Phase 6 Works and Installations**

7. (a) MTR shall compile for the reference of the Owners of Phase 6 and the Manager a maintenance manual for the Phase 6 Works and Installations ("**the Works Manual**") setting out the following details :

- (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
- (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
- (iii) recommended maintenance strategy and procedures;
- (iv) a list of items of the Phase 6 Works and Installations requiring routine maintenance;
- (v) recommended frequency of routine maintenance inspection;
- (vi) checklist and typical inspection record sheets for routine maintenance inspection; and
- (vii) recommended maintenance cycle of the Phase 6 Works and Installations.

(b) MTR shall deposit a full copy of the Works Manual in the caretaker's office in Phase 6 within one month after the date of this Deed for inspection by all Owners of Phase 6 free of charge and taking copies at their own expense and on payment of a reasonable charge which shall be credited to the relevant account(s) of the Special Fund for Phase 6.

(c) The Owners of Phase 6 shall at their own expense inspect, maintain and carry out all necessary works for the maintenance of Phase 6 and their own Units including the Phase 6 Works and Installations.

(d) All costs incidental to the preparation of the schedule for the Phase 6 Works and Installations and the Works Manual shall be borne by MTR.

(e) The Owners of Phase 6 may, by a resolution of Owners at an Owners' meeting of Phase 6 convened under this Deed, decide on any necessary revisions to be made to the schedule for the Phase 6 Works and Installations and the Works Manual from time to time as they shall deem fit, in which event the Manager shall procure from a qualified professional or consultant the revised schedule for the Phase 6 Works and Installations and the revised Works Manual within such time as may be prescribed by the Owners of Phase 6 in an Owners' meeting of Phase 6 convened under this Deed. All costs incidental to the preparation of the revised schedule for the Phase 6 Works and Installations and the revised Works Manual shall be paid out of the relevant account(s) of the Special Fund for Phase 6.

(f) The Manager shall deposit the revised Works Manual in the caretaker's office in Phase 6 within one month after the date of its preparation for inspection by all Owners of Phase 6 free of charge and taking copies at their own expense and on payment of a reasonable charge which shall be credited to the relevant account(s) of the Special Fund for Phase 6.

**Paragraphs 7(7) and 7(8)  
of Schedule 7 to the  
Ordinance**

8. (a) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Estate, and the Owners' Corporation has appointed a Manager under Clause 2(j)(ii) of Section H of the Principal Deed, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under Clause 2(j)(ii) of Section H of the Principal Deed that may otherwise render that person liable for a breach of that undertaking or agreement.

(b) Clauses 2(d), (e), (f), (g), (h), (i) and (j) of Section H of the Principal Deed and sub-clause (a) of this Clause are subject to any

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

**THE FIRST SCHEDULE**  
**PART I**  
**ALLOCATION OF SHARES**

		<b><u>No. of Shares</u></b>
<b><u>Phase 6 Residential Units</u></b>		
Tower 1(1A)	94,254	
Tower 1(1B)	77,867	
Tower 2(2A)	105,429	
Tower 2(2B)	48,754	
Tower 2(2C)	78,794	405,098
<b><u>Phase 6 Car Parking Spaces</u></b>		
104 Car Parking Spaces (Nos.1 to 117 on 5 <sup>th</sup> Floor) (Nos.4, 13, 14, 24, 34, 44, 54, 64, 74, 84, 94, 104 & 114 omitted) (125 Shares each)	13,000	
4 Motor Cycle Parking Spaces (Nos.M1 to M5 on 5 <sup>th</sup> Floor) (No.M4 omitted) (24 Shares each)	96	13,096
<b><u>Common Areas and Common Services and Facilities in Phase 6A</u></b>		
- Estate Common Areas in Phase 6 and Estate Common Services and Facilities in Phase 6		
- Parts of Residential Development Common Areas in Phase 6 and parts of Residential Development Common Services and Facilities in Phase 6		
- Phase 6 Common Areas and Phase 6 Common Services and Facilities		
- Parts of Phase 6 Residential Common Areas and parts of Phase 6 Residential Common Services and Facilities		
- Parts of Phase 6 Residential Common Areas (for Designated Units Only) and parts of Phase 6 Residential Common Services and Facilities (for Designated Units Only)		
- Phase 6 Car Park Common Areas and Phase 6 Car Park Common Services and Facilities		
	42,678	
<b><u>Common Areas and Common Services and Facilities in Phase 6B</u></b>		
- Parts of Phase 6 Residential Common Areas and parts of Phase 6 Residential Common Services and Facilities		
- Parts of Phase 6 Residential Common Areas (for Designated Units Only) and parts of Phase 6 Residential Common Services and Facilities (for Designated Units Only)		
	9,438	
<b><u>Common Areas and Common Services and Facilities in Phase 6C</u></b>		
- Parts of Residential Development Common Areas in Phase 6 and parts of Residential Development Common Services and Facilities in Phase 6		
	1,867	53,983
Total number of Shares :		472,177

**Allocation of Shares to each Phase 6 Residential Unit**

**Tower 1(1A)**

Unit Floor	A	B
8/F	1,531*	1,459*
9/F – 41/F	1,576	1,481
42/F	2,611*^%	-

\* with flat roof(s) appertaining thereto

^ with roof immediately thereabove

% with stairhood appertaining thereto

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 1(1A).

Total no. of Shares allocated to the Phase 6 Residential Units in Tower 1(1A): 94,254

**Tower 1(1B)**

Unit Floor	A	B	C
8/F	846*	826*	835*
9/F – 42/F	853	858	801

\* with flat roof(s) appertaining thereto

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 1(1B).

Total no. of Shares allocated to the Phase 6 Residential Units in Tower 1(1B): 77,867

**Tower 2(2A)**

Floor \ Unit	A	B	C	D	E	F
8/F	872*	847*	751*	284*	282*	285*
9/F – 41/F	857	853	772	313	311	314
42/F	1,992*^%	-	-	311	311	314

\* with flat roof(s) appertaining thereto

^ with roof immediately thereabove

% with stairhood appertaining thereto

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 2(2A).

Total no. of Shares allocated to the Phase 6 Residential Units in Tower 2(2A): 105,429

**Tower 2(2B)**

Floor \ Unit	A	B	C	D
8/F	538*	286*	387*	293*
9/F – 42/F	536	314	409	316

\* with flat roof(s) appertaining thereto

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 2(2B).

Total no. of Shares allocated to the Phase 6 Residential Units in Tower 2(2B): 48,754

**Tower 2(2C)**

Floor \ Unit	A	B	C	D	E
8/F	833*	520*	527*	295*	359*
9/F – 42/F	806	522	524	319	371

\* with flat roof(s) appertaining thereto

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 2(2C).

Total no. of Shares allocated to the Phase 6 Residential Units in Tower 2(2C): 78,794

**THE FIRST SCHEDULE**  
**PART II**  
**ALLOCATION OF MANAGEMENT UNITS**

		<b><u>No. of Management Units</u></b>
<b><u>Phase 6 Residential Units</u></b>		
Tower 1(1A)	94,254	
Tower 1(1B)	77,867	
Tower 2(2A)	105,429	
Tower 2(2B)	48,754	
Tower 2(2C)	78,794	405,098
<b><u>Phase 6 Car Parking Spaces</u></b>		
104 Car Parking Spaces (Nos.1 to 117 on 5 <sup>th</sup> Floor) (Nos.4, 13, 14, 24, 34, 44, 54, 64, 74, 84, 94, 104 & 114 omitted) (125 Management Units each)	13,000	
4 Motor Cycle Parking Spaces (Nos.M1 to M5 on 5 <sup>th</sup> Floor) (No.M4 omitted) (24 Management Units each)	96	13,096
<b><u>Common Areas and Common Services and Facilities in Phase 6A</u></b>		
- Estate Common Areas in Phase 6 and Estate Common Services and Facilities in Phase 6		
- Parts of Residential Development Common Areas in Phase 6 and parts of Residential Development Common Services and Facilities in Phase 6		
- Phase 6 Common Areas and Phase 6 Common Services and Facilities		
- Parts of Phase 6 Residential Common Areas and parts of Phase 6 Residential Common Services and Facilities		
- Parts of Phase 6 Residential Common Areas (for Designated Units Only) and parts of Phase 6 Residential Common Services and Facilities (for Designated Units Only)		
- Phase 6 Car Park Common Areas and Phase 6 Car Park Common Services and Facilities		
	0	
<b><u>Common Areas and Common Services and Facilities in Phase 6B</u></b>		
- Parts of Phase 6 Residential Common Areas and parts of Phase 6 Residential Common Services and Facilities		
- Parts of Phase 6 Residential Common Areas (for Designated Units Only) and parts of Phase 6 Residential Common Services and Facilities (for Designated Units Only)		
	0	
<b><u>Common Areas and Common Services and Facilities in Phase 6C</u></b>		
- Parts of Residential Development Common Areas in Phase 6 and parts of Residential Development Common Services and Facilities in Phase 6	0	0
Total number of Management Units :		418,194

**Allocation of Management Units to each Phase 6 Residential Unit**

**Tower 1(1A)**

Unit Floor	A	B
8/F	1,531*	1,459*
9/F – 41/F	1,576	1,481
42/F	2,611 <sup>*^%</sup>	-

\* with flat roof(s) appertaining thereto

^ with roof immediately thereabove

% with stairhood appertaining thereto

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 1(1A).

Total no. of Management Units allocated to the Phase 6 Residential Units in Tower 1(1A): 94,254

**Tower 1(1B)**

Unit Floor	A	B	C
8/F	846*	826*	835*
9/F – 42/F	853	858	801

\* with flat roof(s) appertaining thereto

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 1(1B).

Total no. of Management Units allocated to the Phase 6 Residential Units in Tower 1(1B): 77,867

**Tower 2(2A)**

Floor \ Unit	A	B	C	D	E	F
8/F	872*	847*	751*	284*	282*	285*
9/F – 41/F	857	853	772	313	311	314
42/F	1,992*^%	-	-	311	311	314

\* with flat roof(s) appertaining thereto

^ with roof immediately thereabove

% with stairhood appertaining thereto

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 2(2A).

Total no. of Management Units allocated to the Phase 6 Residential Units in Tower 2(2A): 105,429

**Tower 2(2B)**

Floor \ Unit	A	B	C	D
8/F	538*	286*	387*	293*
9/F – 42/F	536	314	409	316

\* with flat roof(s) appertaining thereto

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 2(2B).

Total no. of Management Units allocated to the Phase 6 Residential Units in Tower 2(2B): 48,754

**Tower 2(2C)**

Floor \ Unit	A	B	C	D	E
8/F	833*	520*	527*	295*	359*
9/F – 42/F	806	522	524	319	371

\* with flat roof(s) appertaining thereto

Note: There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 2(2C).

Total no. of Management Units allocated to the Phase 6 Residential Units in Tower 2(2C): 78,794

**THE SECOND SCHEDULE**

**PART I**

**EASEMENTS**

Right to pass

1. Full right and liberty for the Owner for the time being, his servants, agents, licensees, tenants and lawful occupants :

- (a) of a Phase 6 Residential Unit to use, go, pass and repass over and along and upon the Estate Common Areas in Phase 6, the Residential Development Common Areas in Phase 6, the Phase 6 Common Areas and the Phase 6 Residential Common Areas and to use the Estate Common Services and Facilities in Phase 6, the Residential Development Common Services and Facilities in Phase 6, the Phase 6 Common Services and Facilities and the Phase 6 Residential Common Services and Facilities in common with all others having the like right;
- (b) of a Phase 6 Car Parking Space to use, go, pass and repass over and along and upon the Estate Common Areas in Phase 6, the Phase 6 Common Areas and the Phase 6 Car Park Common Areas and to use the Estate Common Services and Facilities in Phase 6, the Phase 6 Common Services and Facilities and the Phase 6 Car Park Common Services and Facilities in common with all others having the like right;
- (c) of a Unit A or Unit B of Tower 1(1A) to use, go, pass and repass over and along and upon the Phase 6 Residential Common Areas (for Designated Units Only) and to use the Phase 6 Residential Common Services and Facilities (for Designated Units Only) in common with all others having the like right;

for all purposes connected with the proper use and enjoyment of his Unit.

Rights of Owners of the  
Phase 6 Car Parking  
Spaces

2. (a) Subject to the provisions of Clauses 7 and 8 of Section D of this Deed, the full right and liberty (Subject Always to the rights of the Manager under the Principal Deed and this Deed) for the Owner of a Phase 6 Car Parking Space for the time being at his own cost and expense to install, maintain, repair and replace an electric meter and such associated facilities within the extra low voltage/electrical room (“ELV./ELECT. RM.”) of the Phase 6 Car Park Common Areas and to lay and/or maintain, repair and replace such cables, base box, socket outlets, protective and security devices within the Phase 6 Car Park Common Areas at such locations and in such manner to be approved by the Manager (including but not limited to the designation of routing and the manner of which such

installation, maintenance, repair and replacement is carried out) for the purposes of or in connection with the proper use and enjoyment and operation of the Non-Common EV Facilities serving his Phase 6 Car Parking Space exclusively.

(b) The right for the Owner for the time being and his servants, agents, licensees, tenants and lawful occupants of any Phase 6 Car Parking Space (in common with all other persons having the like right) to pass through such parts of the Phase 6 Residential Common Areas as may be designated or re-designated by the Manager from time to time for the purpose of access to and from the caretaker's office on the 7<sup>th</sup> Floor of Phase 6 and other Phase 6 Common Areas and the Phase 6 Car Park and to use the Phase 6 Residential Common Services and Facilities for such purpose.

Rights of Owners of the  
Phase 6 Residential Units

3. Subject to the terms of the Government Grant and the provisions of Clauses 11 and 12 of the Third Schedule to this Deed, the full right and liberty for the Owner for the time being of a Phase 6 Residential Unit, his servants, agents, licensees, tenants and lawful occupants to use, go, pass and repass over and along and upon the Phase 6 Car Park Common Areas and to use the Phase 6 Car Park Common Services and Facilities in common with all others having the like right for the purposes of access and egress to and from and use of the Phase 6 Common Areas, the Phase 6 Residential Common Areas, and the Residential Development Common Areas in Phase 6.

Rights of Owners of  
Site F

4. The right for the Owners of Site F to install and maintain services and facilities (including but not limited to lift pit, carpark and plant room drainage and carpark petrol interceptor) serving Site F exclusively in, on or through the sunken pits located on the Podium Floor of Phase 3 (as defined in the Sub-Deed of Mutual Covenant and Management Agreement of Site C) forming part of the Commercial Development, and services and facilities (including but not limited to sewage pipes, drain pipes and terminal manholes) serving Site F exclusively in, on or through the carpark area, corridor, plantroom or pipe duct located on the Lower Ground Floor, Ground Floor, First Floor, Second Floor and Third Floor of Phase 3 forming part of the Commercial Development, and services and facilities (including but not limited to street fire hydrant supply pipe) serving Site F exclusively in, on or through the carpark area located on the Third Floor of Phase 3 forming part of the Commercial Development, and the plantroom and corridor located on the Podium Floor of Phase 3 forming part of the Residential Development Common Areas in Phase 3 (as defined in the Sub-Deed of Mutual Covenant and Management Agreement of Site C), and to connect such services and facilities to Site F and/or the public mains outside the Land via the Common Areas and the Common Services and Facilities within Phase 3 together with the right of access for the Owners of Site F and their agents, contractors, workmen or servants over Site C with all necessary tools, plant, equipment and materials at all

reasonable times on reasonable prior written notice (except in case of emergency) for the purpose of repairing, maintaining and renewing all such services and facilities serving Site F exclusively Provided That the exercise of any of the rights in this Clause shall be on reasonable prior notice (except in an emergency) to and require prior consent from the Owner of the Commercial Development, the Owners of other Units (where the entry into or access to those Units is required for exercising any of the rights in this Clause) and the Manager and shall neither interfere with other Owners' right to hold, use, occupy and enjoy their own Units nor impede access to and from their own Units and the persons exercising any of the rights in this Clause shall cause as little disturbance as possible and shall repair and make good any damage caused thereby and Provided Further That the Owners of Site F shall be responsible for the cost of installing, repairing, maintaining and renewing such services and facilities serving Site F exclusively and also contribute to the cost of repair and maintenance of the parts of the Commercial Development in, on or through which any of such services and facilities serving Site F exclusively are installed and maintained in such proportion as the Owner of the Commercial Development shall reasonably determine and to the cost of repair and maintenance of the parts of the Residential Development Common Areas in Phase 3 in, on or through which any of such services and facilities serving Site F exclusively are installed and maintained in such proportion as the Manager shall reasonably determine in accordance with the provisions of the Principal Deed and to the cost of repair and maintenance of the relevant Common Areas and Common Services and Facilities within Phase 3 via which any of such services and facilities serving Site F exclusively are connected to Site F and/or the public mains outside the Land in such proportion as the Manager shall reasonably determine in accordance with the provisions of the Principal Deed.

**THE SECOND SCHEDULE**  
**PART II**  
**EXCEPTIONS AND RESERVATIONS**

- |   |  |
|---|--|
| Rights of other Owners                                | 1. Easements, rights and privileges set out in Part II of the Second Schedule to the Principal Deed.   |
| Rights of other Owners of the Residential Development | 2. Subject to the terms of the Government Grant and the provisions of Clauses 11 and 12 of the Third Schedule to this Deed, the full right and liberty for the Owner for the time being of a Residential Unit, his servants, agents, licensees, tenants and lawful occupants to use, go, pass and repass over and along and upon the Phase 6 Common Areas, the Phase 6 Residential Common Areas and the Phase 6 Car Park Common Areas and to use the Phase 6 Common Services and Facilities, the Phase 6 Residential Common Services and Facilities and the Phase 6 Car Park Common Services and Facilities as may be designated by the Manager from time to time in common with all others having the like right for the purposes of access and egress to and from and use of the Visitors' Car Parking Spaces in Phase 6 and other Residential Development Common Areas in Phase 6.  |
| Rights of the Manager                                 | 3. Without prejudice to the generality of the rights reserved to the Manager in Clause 2 of Part II of the Second Schedule to the Principal Deed, 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 private lift lobby forming part or parts of any Phase 6 Residential Unit and to remain there for such period as may be necessary for the purpose of carrying out necessary repairs to all or any part of the common areas and common facilities in or upon such private lift lobby or to which access is gained via such private lift lobby and, on a temporary basis, to erect, place or store on any such private lift lobby any plant, equipment or materials necessary for the purpose of any aforesaid works for so long as such works are being carried out Provided That the Manager shall repair at its own costs and expenses any damage caused thereby and the Manager shall be liable for the dishonesty, negligent, wilful or criminal acts or omissions of the Manager and its agents servants workmen contractors and other persons duly authorised by the Manager. |

**THE THIRD SCHEDULE**  
**RESTRICTIONS AND PROHIBITIONS**

- |  |   |
|--|---|
| Not to partition   | 1. Not to partition any Phase 6 Residential Unit or Phase 6 Car Parking Space.  |
| User   | 2. (a) Not to use or permit or suffer to be used any Phase 6 Residential Unit for any purpose whatsoever other than as a private dwelling.<br><br>(b) Not to use or permit or suffer to be used any Phase 6 Car Parking Space other than for the parking of one private motor vehicle or one private motor cycle (as the case may be).  |
| Not to make alterations or additions   | 3. (a) Other than in exceptional circumstances and subject to the prior written consent of the Manager, not to make any structural alterations or additions or paint the outside of any Phase 6 Residential Unit, alter the exterior window glass, alter or remove the railings or balustrades on any Phase 6 Air-conditioner Platform, Phase 6 Utility Platform or Phase 6 Balcony, or generally do anything that might alter or affect the external appearance of any Phase 6 Residential Unit.<br><br>(b) Not to make any structural alteration which will interfere with or affect the rights of the other Owners.<br><br>(c) Not to make any alteration to the common fire exit door/facilities which are connected to the private lift lobby which forms part of a Phase 6 Residential Unit.  |
| Phase 6 Air-conditioner Platforms, Phase 6 Balconies and Phase 6 Utility Platforms | 4. (a) Not to cause, permit, suffer or allow any of the non-enclosed areas (i.e. any Phase 6 Balcony and the covered area underneath such Phase 6 Balcony or any Phase 6 Utility Platform and the covered area underneath such Phase 6 Utility Platform) to be enclosed above the safe parapet height other than as under the Approved Plans by any material of whatsoever kind or nature, and to keep and maintain any Phase 6 Air-conditioner Platform, Phase 6 Balcony or Phase 6 Utility Platform in the design and layout as provided under the Approved Plans.<br><br>(b) Not to 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 Phase 6 Air-conditioner Platform, Phase 6 Balcony or Phase 6 Utility Platform or any part thereof. |
| Not to hang washing  | 5. Not to use or permit or suffer to be used any portion of any Unit or flat roof or roof held and enjoyed therewith, other than the place provided therein specifically therefor, for the washing or drying of clothes or any similar purpose or in any way which may alter the external   |

appearance of the buildings or cause damage, nuisance, annoyance or inconvenience to the other Owners and occupiers of the Land and the Development PROVIDED THAT drying of clothes is allowed in any Phase 6 Utility Platform below the railing level.

Not to exhibit signs

6. Not to exhibit in or upon any Phase 6 Residential Unit any name, writing, drawing, signboard, plate, advertisement or placard of any kind.

Not to misuse lavatories

7. Not to use or permit or suffer to be used any water closet or other water apparatus on or in the Land and the Development (including those within the Phase 6 Residential Units) for any purpose other than that for which they are intended and not to 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 to pay the Manager on demand the cost of any breakage, blockage or damage resulting from a breach of this provision. The cost of clearing any blockage and/or making good any breakage or damage resulting from their misuse will be charged to the person responsible or to the Owner of the Unit in which the problem originated.

Not to obstruct Common Areas

8. (a) Not to use or cause or permit or suffer the use of any of the Estate Common Areas in Phase 6, the Residential Development Common Areas in Phase 6, the Phase 6 Common Areas, the Phase 6 Residential Common Areas, the Phase 6 Residential Common Areas (for Designated Units Only) and the Phase 6 Car Park Common Areas for the purpose of drying laundry (except in the places specifically provided therefor) or hanging or placing or storing any article or thing thereon or therein and not to permit servants (or the children of any servant) or any other person to use the same for loitering or eating.

(b) Not to 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 Estate Common Areas in Phase 6, the Residential Development Common Areas in Phase 6, the Phase 6 Common Areas, the Phase 6 Residential Common Areas, the Phase 6 Residential Common Areas (for Designated Units Only) and the Phase 6 Car Park 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.

No erection of metal grilles and shutters

9. No Owner shall permit or suffer to be erected, affixed, installed or attached in or on or at the window or windows or door or doors or entrance or entrances of any Phase 6 Residential Unit any metal grille or shutter or gate which shall in any way contravene the regulations of the Fire Services

Ordinance (Cap. 95 of the Laws of Hong Kong) or other competent authority concerned from time to time in force and/or which may in any way impede the free and uninterrupted passage over, through and along any of the Phase 6 Residential Common Areas, the Phase 6 Residential Common Services and Facilities, the Phase 6 Residential Common Areas (for Designated Units Only) or the Phase 6 Residential Common Services and Facilities (for Designated Units Only) and the design of any metal grille or shutter or gate shall, prior to the installation thereof, first be submitted to the Manager for its approval in writing and the subsequent installation shall follow strictly the approved design and any conditions that may be imposed.

Not to obstruct driveways

10. Not to 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 Phase 6 House Rules from time to time made pursuant to Section G of this Deed or the Building Rules made pursuant to Section K of the Principal Deed.

Visitors' Car Parking Spaces in Phase 6

11. The Visitors' Car Parking Spaces in Phase 6, which form parts of the Residential Development Common Areas in Phase 6, shall be used only for the parking of motor vehicles licensed under the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the Residential Development.

Parking spaces for disabled persons

12. The parking spaces for disabled persons in Phase 6, which form parts of the Residential Development Common Areas in Phase 6, shall be used only for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap. 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of residents of the Residential Development.

Loading and unloading spaces

13. The two (2) loading and unloading spaces on the Upper Podium Floor of Phase 6, which form parts of the Phase 6 Residential Common Areas, shall be used only for the purpose of loading and unloading of goods vehicles by the Owners or residents of the Phase 6 Residential Development.

Phase 6 Greenery Areas

14. Not to use the Phase 6 Greenery Areas and the greenery areas and water features provided under Sustainable Building Design Guidelines (Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers APP-152) for any other purpose without the prior consent of the Building Authority.

Flat roof and/or roof, etc.

15. Not to do or permit or suffer to be done by his tenants, occupiers

or licensees any act, deed, matter or thing or place, erect, affix or install or permit or suffer to be placed, erected, affixed or installed by them any items on or in any Phase 6 Air-conditioner Platform, Phase 6 Balcony, Phase 6 Utility Platform, flat roof, roof, air-conditioning plinth, planter and/or parapet (if any and forming part of a Phase 6 Residential Unit):

(a) which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola at any time in the course of the management and/or the maintenance of the Phase 6 Residential Development; or

(b) which affects or is likely to affect the appearance of any parapet wall or glass panel forming part of a Phase 6 Residential Unit.

Height control and planting requirement

16. Not to plant, grow, place, erect, affix or install or permit or suffer to be planted, grown, placed, erected, affixed or installed by his tenants, occupiers or licensees any plant, tree, furniture or other items on or in any Phase 6 Air-conditioner Platform, Phase 6 Balcony, Phase 6 Utility Platform, flat roof, roof, air-conditioning plinth, planter and/or parapet (if any and forming part of a Phase 6 Residential Unit) that exceeds the height of the parapet wall/glass panel and/or railing level thereof.

Phase 6 Air-conditioner Platforms

17. (a) The Phase 6 Air-conditioner Platforms (including those complying with the criteria set out in Appendix B of the Code of Practice on Access for External Maintenance 2021 or as amended or substituted from time to time) provided on Phase 6 Balconies and/or Phase 6 Utility Platforms shall be used as areas for air-conditioning only and shall not be used for any other purpose other than for installation of outdoor unit(s) of air-conditioner(s) serving the relevant Phase 6 Residential Unit.

(b) The Owner of any Phase 6 Residential Unit with Phase 6 Air-conditioner Platform shall only install outdoor unit(s) of air-conditioner(s) serving his Phase 6 Residential Unit at the Phase 6 Air-conditioner Platform.

(c) No individual air-conditioner platform shall be erected at the external walls of the buildings erected on Phase 6 (including the external walls of the Towers and the external walls of such parts of the buildings below the 8<sup>th</sup> Floor).

Private lift lobby forming part of a Phase 6 Residential Unit

18. The Owner of any Phase 6 Residential Unit with any private lift lobby serving exclusively and forming part of his Phase 6 Residential Unit shall not:-

(a) alter any door(s) of such private lift lobby connecting to the common areas unless with the Manager's prior approval (which approval shall not be unreasonably withheld) PROVIDED THAT the Manager shall not charge any fee other than a reasonable administrative fee for issuing

such approval and all such fees shall be credited to the relevant account of the Special Fund for Phase 6 and any alteration work shall be subject to such guidelines and/or specifications and/or prescribed design as may be adopted or issued by the Manager from time to time and in no event shall the lift doors of Lift L1 and Lift L2, lift hall buttons, hall lanterns and hall indicators serving Lift L1 and Lift L2, lift door architraves of Lift L1 and Lift L2, installations and facilities in the lift control panel and other installations and facilities forming part of the lift system of Lift L1 and Lift L2 and lift installations and lift door protecting devices (including but not limited to lift car position indicators, call buttons, photo-electronic devices and mechanical safety edge) of Lift L1 and Lift L2 be altered by the Owner of a Phase 6 Residential Unit with a private lift lobby. For the avoidance of doubt, this Clause does not apply to any door(s) of a private lift lobby connecting to other parts of the relevant Phase 6 Residential Unit;

(b) put install or otherwise place any article upon such private lift lobby thereby obstructing the access to such private lift lobby by the Manager for the purpose of exercising its rights under Clause 3 of Part II of the Second Schedule hereto;

(c) erect affix install attach remove or permit or suffer to be erected affixed installed attached or removed any structure or material to in or on or at the lift door and panels facing such private lift lobby of his Phase 6 Residential Unit; or paint, change or alter or replace with material different from that already provided to such lift door and panels; or do or permit to be done any act or thing which may affect the finishes or external appearance or original design or material of such lift door and panels; and

(d) alter the fire fighting and protection installations in or appertaining to his Phase 6 Residential Unit including but not limited to smoke detector and fire alarm of the automatic fire detection system serving such Phase 6 Residential Unit with private lift lobby exclusively and when necessary replace any part or parts thereof which require replacement to the satisfaction of the relevant Government department(s). The Owner and resident of any Phase 6 Residential Unit with private lift lobby shall comply with the following provisions (fire safety or otherwise) to the satisfaction of the relevant Government department(s) and the Manager:

- (i) addressable smoke detectors provided inside the private lift lobby of Phase 6 Residential Units shall not be removed or tampered or obstructed;
- (ii) self-closing devices of main entrance door of Phase 6 Residential Units shall not be removed;

- (iii) the fire safety provisions mentioned in (i) above serving exclusively a Phase 6 Residential Unit with private lift lobby shall be subject to annual check at the cost and expense of the Owner of that Phase 6 Residential Unit with private lift lobby conducted by the RFSIC;
- (iv) the Owners and residents of the Phase 6 Residential Units shall allow access for the RFSIC to carry out annual check, maintenance and inspection of the fire safety provisions in the Phase 6 Residential Units;
- (v) maintenance and inspection work of the fire safety provisions mentioned in (i) above serving exclusively a Phase 6 Residential Unit with private lift lobby with appropriate maintenance procedures shall be carried out, at the cost and expense of the Owner of that Phase 6 Residential Unit with private lift lobby, by the RFSIC who shall be responsible for issuance of the relevant maintenance certificate (F.S. 251) to prove the function of such fire safety provisions;
- (vi) routine maintenance and inspection of the lift installations and lift door protecting devices (including but not limited to lift car position indicators, call buttons, photo-electronic devices and mechanical safety edge) forming part of the Phase 6 Residential Common Services and Facilities (for Designated Units Only) shall be carried out by a registered lift contractor at such time and interval as required by the regulatory requirements (if any) for the time being in force to check and repair or replace such lift installations and lift door protecting devices, and the cost and expense of such routine maintenance and inspection shall be borne and contributed by the Owners of Unit A and Unit B of Tower 1(1A) in accordance with Clause 3(a) of Section D of this Deed.

**THE FOURTH SCHEDULE**  
**PHASE 6 HOUSE RULES**

1.
  - (a) The purpose of Phase 6 House Rules is to help maintain and preserve Phase 6 of the Estate as a high quality residential estate. They are for the benefit of all Owners of Phase 6 and residents and occupiers, on whom (together with their tenants, licensees, guests, servants and agents) they are binding.
  - (b) The Phase 6 House Rules are supplementary to the Principal Deed and this Deed, the terms of which will prevail in the event of any conflict.
  - (c) The Manager is empowered to enforce the Phase 6 House Rules and, from time to time as necessary, to amend or revoke them or make new rules in accordance with Section G of this Deed.
2.
  - (a) The movement and parking of vehicles within Phase 6 is under the control of the Manager and all drivers must comply with directions given by the staff of the Manager.
  - (b) The speed limit on Phase 6 is 20 kph.
3.
  - (a) No vehicle of any description, whether belonging to a resident or otherwise, may park anywhere on Phase 6 other than in one of the proper parking spaces provided for that purpose.
  - (b) Each resident must not use the Phase 6 Car Parking Space of any other resident without his prior consent.
  - (c) Each Phase 6 Car Parking Space may be used only for the parking of one private car or one motor cycle (as the case may be); the carrying out of repairs and the storage of anything whatsoever is strictly prohibited.
  - (d) No lorries, commercial or goods vehicles may be parked in any Phase 6 Car Parking Space (other than light vans or taxis belonging to an Owner or occupier of the Residential Development), except that delivery vehicles and such like visiting Phase 6 on legitimate business may, as directed by the Manager, use spaces which are reserved for that purpose.
  - (e) Any vehicle parked in contravention of the above rules, may be impounded or removed by the Manager without prior warning. The Manager may also, without liability to its owner, remove and dispose of any derelict vehicle which is an eyesore or otherwise causing nuisance to the residents, (notwithstanding that it has been left in a designated parking space). All cost and charges incurred or levied by the Manager shall be recoverable from the owner of the vehicle impounded or removed.
4. The following matters require the prior written consent of the Manager, which may be granted, withheld (such consent shall not be unreasonably withheld), or granted subject to conditions, and work must not commence unless and until such consent has been obtained :-
  - (a) the installation of air-conditioners and any similar or related plant or equipment (other than the usual domestic type air-conditioning units at the Phase 6 Air-conditioner Platform or air-

conditioning plinth designated for such purposes for the relevant Phase 6 Residential Unit), subject to the Manager's right to require such subsequent modifications (or complete removal) of any installed air-conditioners or similar or related plant or equipment (whether or not the installation of the same requires the Manager's consent under this Clause) as they may deem necessary including, without limitation, the taking of measures to avoid condensation dripping on the premises below;

- (b) the installation and/or use of window guard;

PROVIDED THAT the Manager must not charge any fee other than a reasonable administrative fee for issuing the consent and such fee must be credited to the relevant account(s) of the Special Fund for Phase 6.

5. No washing may be hung on or anything projected from or out of any flat roof, roof, Phase 6 Air-conditioner Platform, Phase 6 Balcony, Phase 6 Utility Platform or window of the Phase 6 Residential Units or any other buildings on Phase 6 PROVIDED THAT drying of clothes is allowed in any Phase 6 Utility Platform below the railing level.

6. Each resident is required to keep his Unit in a good state of preservation and cleanliness and is responsible for ensuring that no dirt, garbage, waste or other matter is dropped, swept or thrown outside onto the Common Areas, or the premises of any other resident.

7. Garbage and refuse from each Unit shall be removed and handled in such manner as the Manager may direct.

8. Residents must not play or operate any musical instrument, radio, television, recording equipment or such like, or cause or permit or suffer any noise to emanate from their Units so as to cause a nuisance to other Owners, residents or occupiers of the Estate.

9. The Phase 6 Residential Units are to be used for residential purposes only and must not be used for or in connection with any business or for gambling or any illegal or immoral purpose.

10. Notwithstanding Clause 1(x) in the Third Schedule of the Principal Deed, no Owner or resident shall bring or keep in any Unit any dogs, cats, pets, live poultry or other animals which may be the subject of reasonable complaint from at least two (2) Owners or occupiers of any part of the Estate, the reasonableness of such complaint shall be determined by the Manager at its absolute discretion PROVIDED THAT this provision shall not apply to guide dogs required for persons with disability in vision and PROVIDED FURTHER THAT:-

- (a) in no event shall dogs be permitted in lifts or in any part of the Estate intended for common use unless they are carried or on leash and wearing mouth strap;
- (b) notwithstanding anything contained in the foregoing, in no event shall dogs be permitted in the Common Areas (including without limitation the Club House(s) and lawn areas) save for those areas as may be designated by the Manager for use by dogs from time to time.

11. The Manager is empowered to make, revoke and amend the Fitting Out Rules relating to the carrying out of work to any Unit and rules and regulations governing the use and enjoyment of the swimming pool and all other recreational facilities.

12. Residents are not permitted to utilise any employee of the Manager or any of the staff of Phase 6 for their own private business or purposes.
13. Any consent or approval under Phase 6 House Rules given by the Manager may be revoked at any time PROVIDED THAT such consent or approval shall not be revoked unreasonably.
14. Any queries or complaints in regard to any matter concerning Phase 6 should be made to the Manager, preferably in writing.

**THE FIFTH SCHEDULE**  
**PHASE 6 WORKS AND INSTALLATIONS**

1. structural elements;
2. external wall finishes and roofing materials;
3. fire safety elements;
4. plumbing system;
5. drainage system;
6. fire services installations and equipment;
7. electrical wiring system;
8. lift installations;
9. gas supply system;
10. window/curtain wall/cladding installations;
11. ventilation and air-conditioning systems;
12. all internal finishes of Common Areas;
13. building maintenance units including gondolas;
14. all external works at grade and/or above grade including all soft and hard landscaping features;
15. telecommunication systems;
16. carpark control system;
17. security system and apparatus;
18. swimming pool and water features filtration systems;
19. television and broadcasting system; and
20. solar photovoltaic system.

**THE SIXTH SCHEDULE**

**PHASE 6 AIR-CONDITIONER PLATFORMS,**  
**PHASE 6 BALCONIES AND PHASE 6 UTILITY PLATFORMS**

**PHASE 6 AIR-CONDITIONER PLATFORMS**

<b><u>Tower</u></b>	<b><u>Unit which has Phase 6 Air-conditioner Platform(s)</u></b>	
1(1A)	9/F-41/F	A and B
	42/F	A
1(1B)	9/F-42/F	A, B and C
2(2A)	9/F-41/F	A, B, C, D, E and F
	42/F	D, E and F
2(2B)	9/F-42/F	A, B, C and D
2(2C)	9/F-42/F	A, B, C, D and E

**PHASE 6 BALCONIES**

<b><u>Tower</u></b>	<b><u>Unit which has a Phase 6 Balcony</u></b>	
1(1A)	9/F-41/F	A and B
	42/F	A
1(1B)	9/F-42/F	A, B and C
2(2A)	9/F-41/F	A, B, C, D, E and F
	42/F	D, E and F
2(2B)	9/F-42/F	A, B, C and D
2(2C)	9/F-42/F	A, B, C, D and E

**PHASE 6 UTILITY PLATFORMS**

<b><u>Tower</u></b>	<b><u>Unit which has a Phase 6 Utility Platform</u></b>	
1(1A)	9/F-41/F	A and B
	42/F	A
1(1B)	9/F-42/F	A, B and C
2(2A)	9/F-41/F	A, B, C, D, E and F
	42/F	D, E and F
2(2B)	9/F-42/F	A, B, C and D
2(2C)	9/F-42/F	A, B, C, D and E

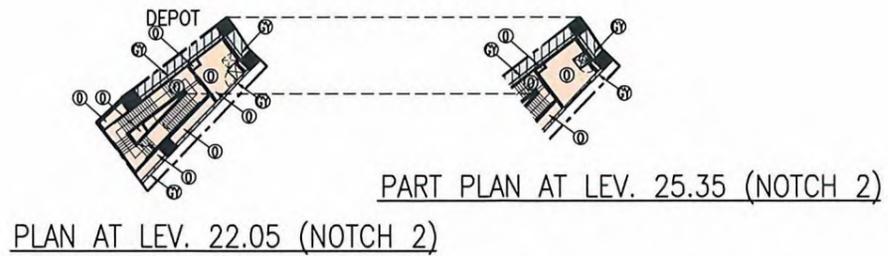
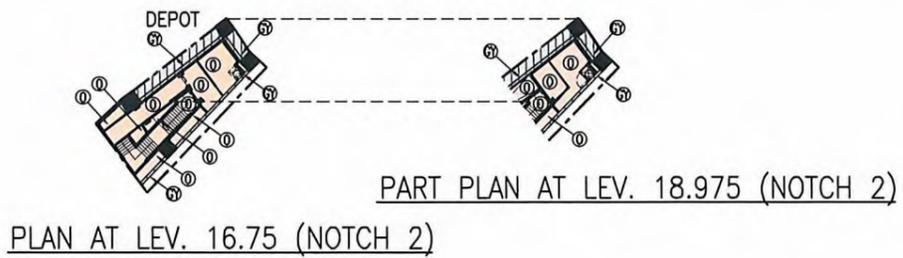
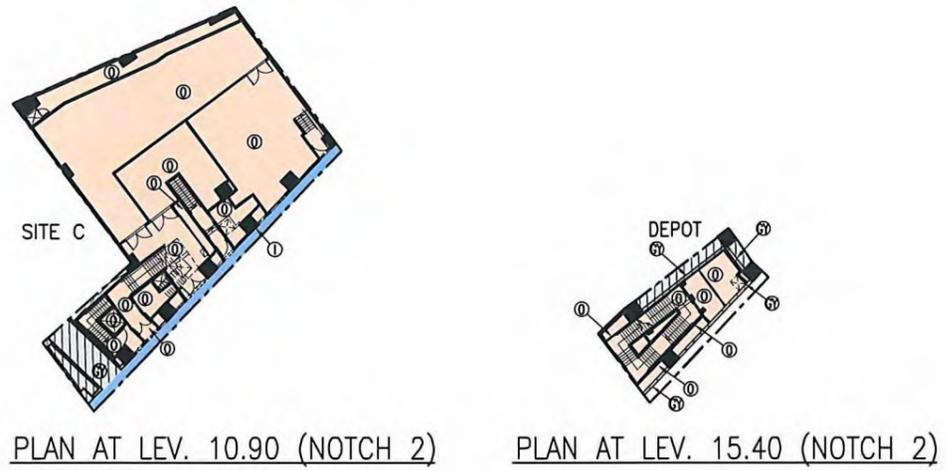
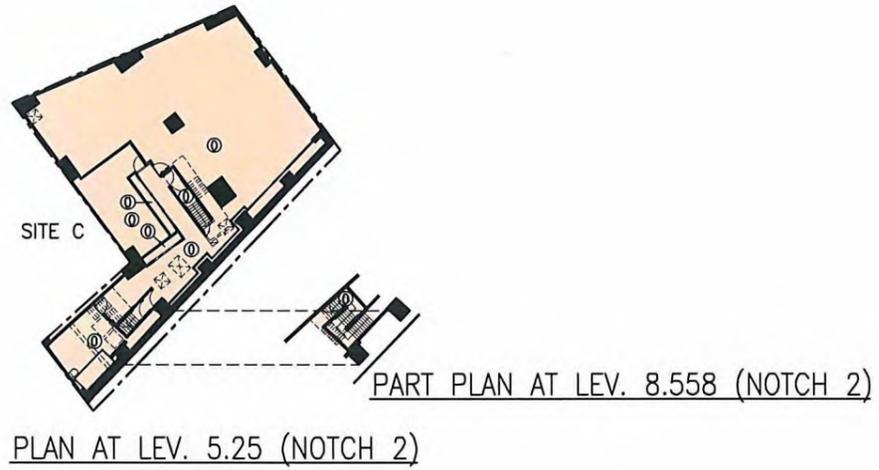
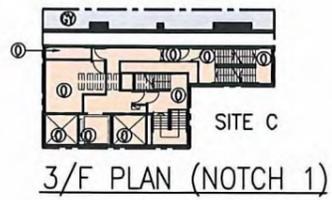
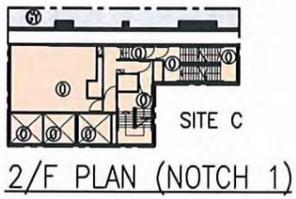
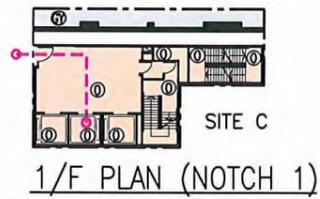
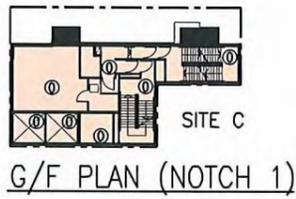
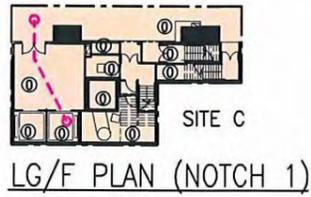
Notes:

1. There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 1(1A) and Tower 1(1B).
2. There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 2(2A), Tower 2(2B) and Tower 2(2C).

**SIGNED SEALED and DELIVERED** )  
by )  
)  
the lawful attorney of MTR Corporation Limited )  
(香港鐵路有限公司) in its capacity as registered )  
owner of the Units in Phase 6 of the Estate (except )  
the First Assigned Premises) whose signature is )  
verified by : )

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

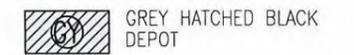
**SIGNED SEALED and DELIVERED** )  
by )  
)  
the lawful attorney of MTR Corporation Limited )  
(香港鐵路有限公司) in its capacity as the )  
Manager whose signature is verified by: )



SCALE 1 : 600 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

LEGEND



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025



SCALE 1 : 600 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

LEGEND



GREY  
STATION



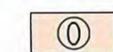
GREY HATCHED BLACK  
DEPOT



RED  
RESIDENTIAL DEVELOPMENT COMMON AREAS  
IN PHASE 6



GREEN  
PHASE 6 CAR PARK COMMON AREAS



ORANGE  
PHASE 6 COMMON AREAS



YELLOW  
PHASE 6 RESIDENTIAL COMMON AREAS



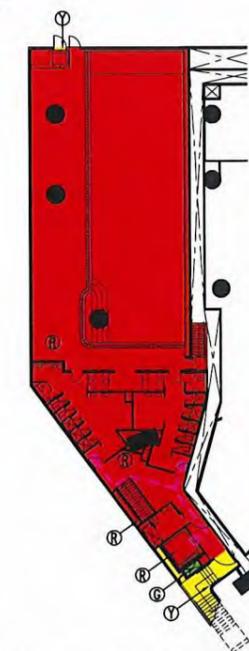
VIOLET  
PHASE 6 RESIDENTIAL COMMON AREAS  
(FOR DESIGNATED UNITS ONLY)

--- SITE F BOUNDARY

- - - PEDESTRIAN LINK IN PHASE 6



5TH FLOOR PLAN



5M FLOOR PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025



SCALE 1 : 600 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

LEGEND

 GREY  
STATION

 GREY HATCHED BLACK  
DEPOT

 RED  
RESIDENTIAL DEVELOPMENT COMMON AREAS  
IN PHASE 6

 GREEN  
PHASE 6 CAR PARK COMMON AREAS

 ORANGE  
PHASE 6 COMMON AREAS

 YELLOW  
PHASE 6 RESIDENTIAL COMMON AREAS

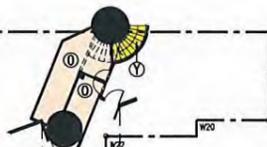
 YELLOW STIPPLED BLACK  
PHASE 6 RESIDENTIAL COMMON AREAS  
(GREENERY AREAS) (2669.805 m<sup>2</sup>)

 VIOLET  
PHASE 6 RESIDENTIAL COMMON AREAS  
(FOR DESIGNATED UNITS ONLY)

 SITE F BOUNDARY

 PEDESTRIAN LINK IN PHASE 6

  
PART PLAN OF ST1-1P  
AT LEV. 33.20

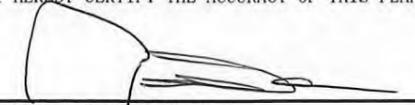
  
PART PLAN AT 35.20 S.L.

  
PART PLAN OF ACC. LIFT (L18)  
AT 38.45 S.L.

UPPER PODIUM FLOOR PLAN

PLAN AT LEV. 31.53

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

  
LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025



SCALE 1 : 600 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

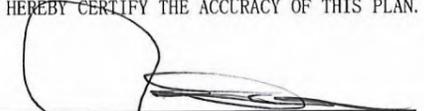
**LEGEND**

-  GREY HATCHED BLACK DEPOT
-  RED RESIDENTIAL DEVELOPMENT COMMON AREAS IN PHASE 6
-  ORANGE PHASE 6 COMMON AREAS
-  YELLOW PHASE 6 RESIDENTIAL COMMON AREAS
-  VIOLET PHASE 6 RESIDENTIAL COMMON AREAS (FOR DESIGNATED UNITS ONLY)
-  SITE F BOUNDARY
-  PEDESTRIAN LINK IN PHASE 6



7TH FLOOR PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.



LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025

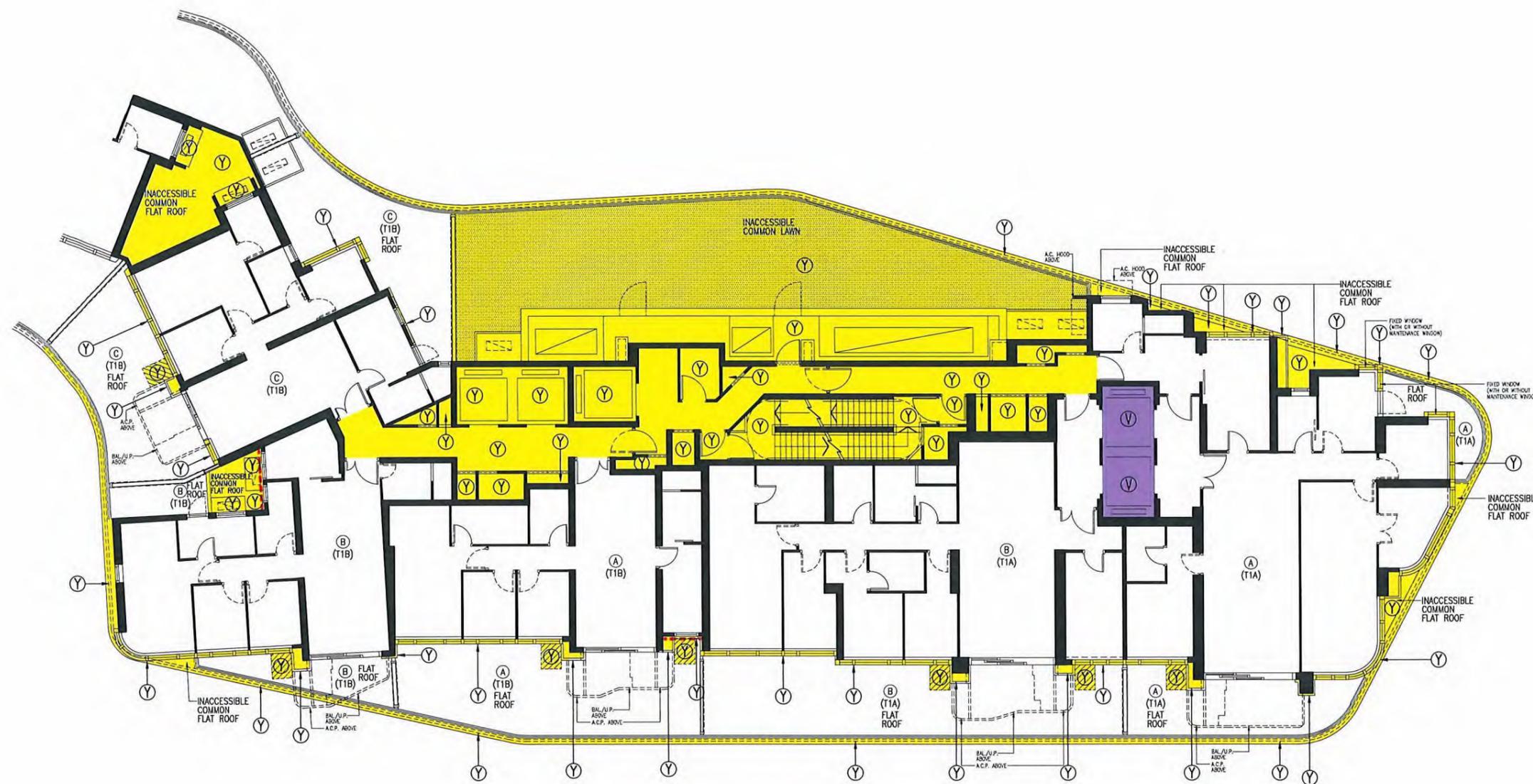


SCALE 1 : 200 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

LEGEND

-  YELLOW  
PHASE 6 RESIDENTIAL COMMON AREAS
-  YELLOW STIPPLED BLACK  
PHASE 6 RESIDENTIAL COMMON AREAS  
(GREENERY AREAS) (88.233m<sup>2</sup>)
-  YELLOW HATCHED BLACK  
PHASE 6 RESIDENTIAL COMMON AREAS  
(DESIGNATED COMMON AREA FOR  
MAINTENANCE)
-  VIOLET  
PHASE 6 RESIDENTIAL COMMON AREAS  
(FOR DESIGNATED UNITS ONLY)
-  RED DOTTED LINE  
NON-STRUCTURAL PREFABRICATED  
EXTERNAL WALL
- A/C HOOD AIR-CONDITIONER HOOD
- A.C.P. AIR-CONDITIONER PLATFORM
- BAL. BALCONY
- U.P. UTILITY PLATFORM



TOWER 1 8TH FLOOR PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025



SCALE 1 : 200 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

**LEGEND**

 YELLOW  
PHASE 6 RESIDENTIAL COMMON AREAS

 VIOLET  
PHASE 6 RESIDENTIAL COMMON AREAS  
(FOR DESIGNATED UNITS ONLY)

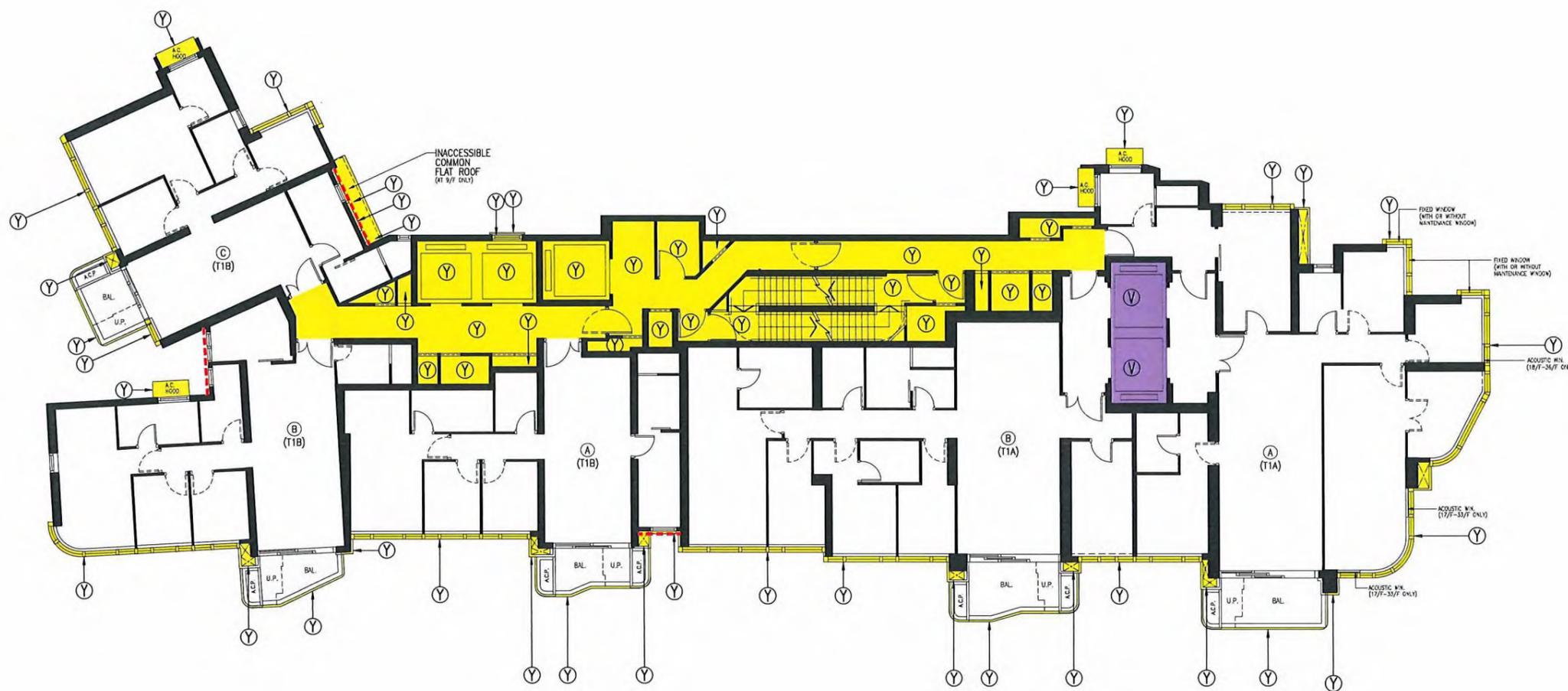
 RED DOTTED LINE  
NON-STRUCTURAL PREFABRICATED  
EXTERNAL WALL

A/C HOOD AIR-CONDITIONER HOOD

A.C.P. AIR-CONDITIONER PLATFORM

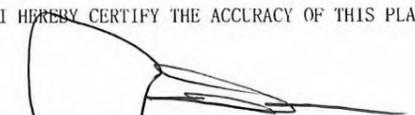
BAL. BALCONY

U.P. UTILITY PLATFORM



**TOWER 1 9TH – 41ST FLOOR PLAN**  
(EXCLUDE 13/F, 14/F, 24/F & 34/F)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.



LEE MING YEX JENNIFER  
AUTHORIZED PERSON – ARCHITECT

DATE : 17 DEC 2025



SCALE 1 : 200 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

LEGEND

 YELLOW  
PHASE 6 RESIDENTIAL COMMON AREAS

 VIOLET  
PHASE 6 RESIDENTIAL COMMON AREAS  
(FOR DESIGNATED UNITS ONLY)

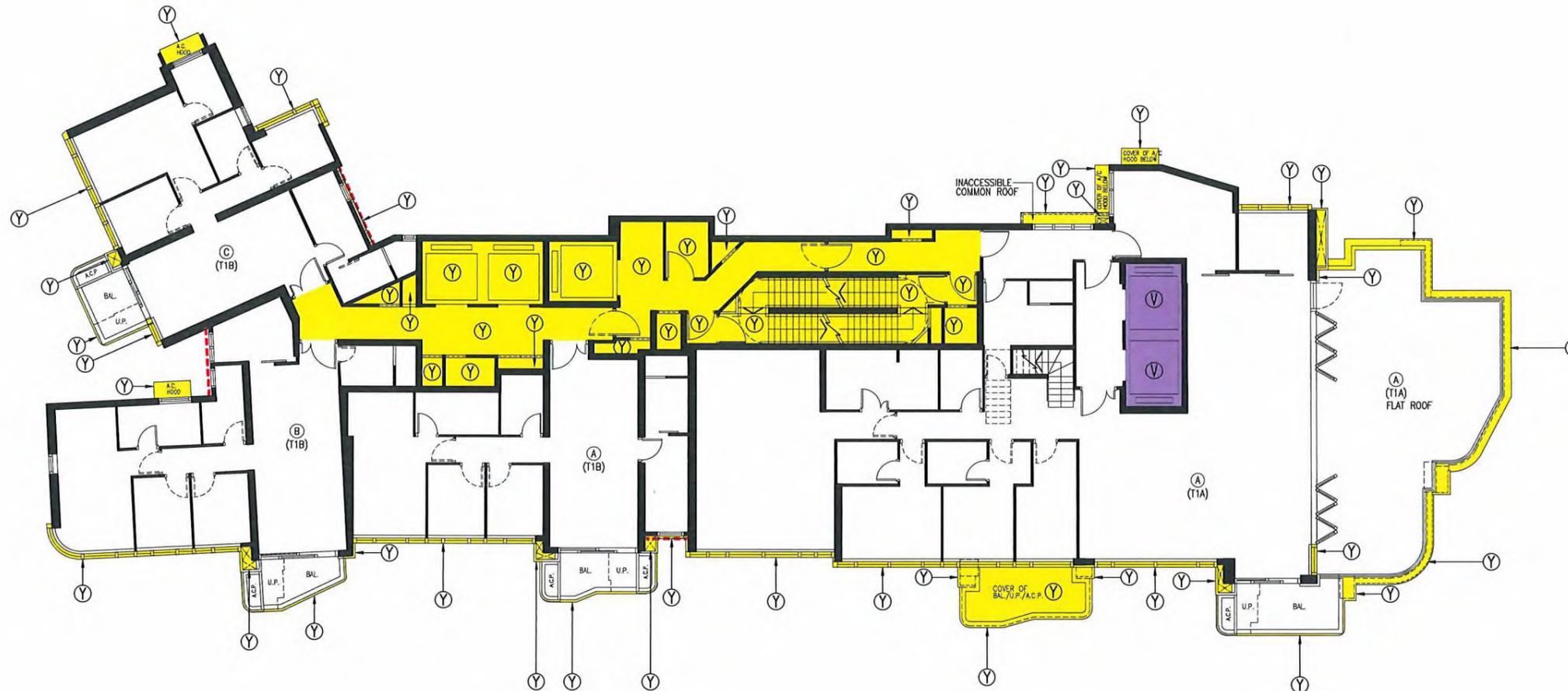
 RED DOTTED LINE  
NON-STRUCTURAL PREFABRICATED  
EXTERNAL WALL

A/C HOOD AIR-CONDITIONER HOOD

A.C.P. AIR-CONDITIONER PLATFORM

BAL. BALCONY

U.P. UTILITY PLATFORM



TOWER 1 42ND FLOOR PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

LEE MING YEX JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025

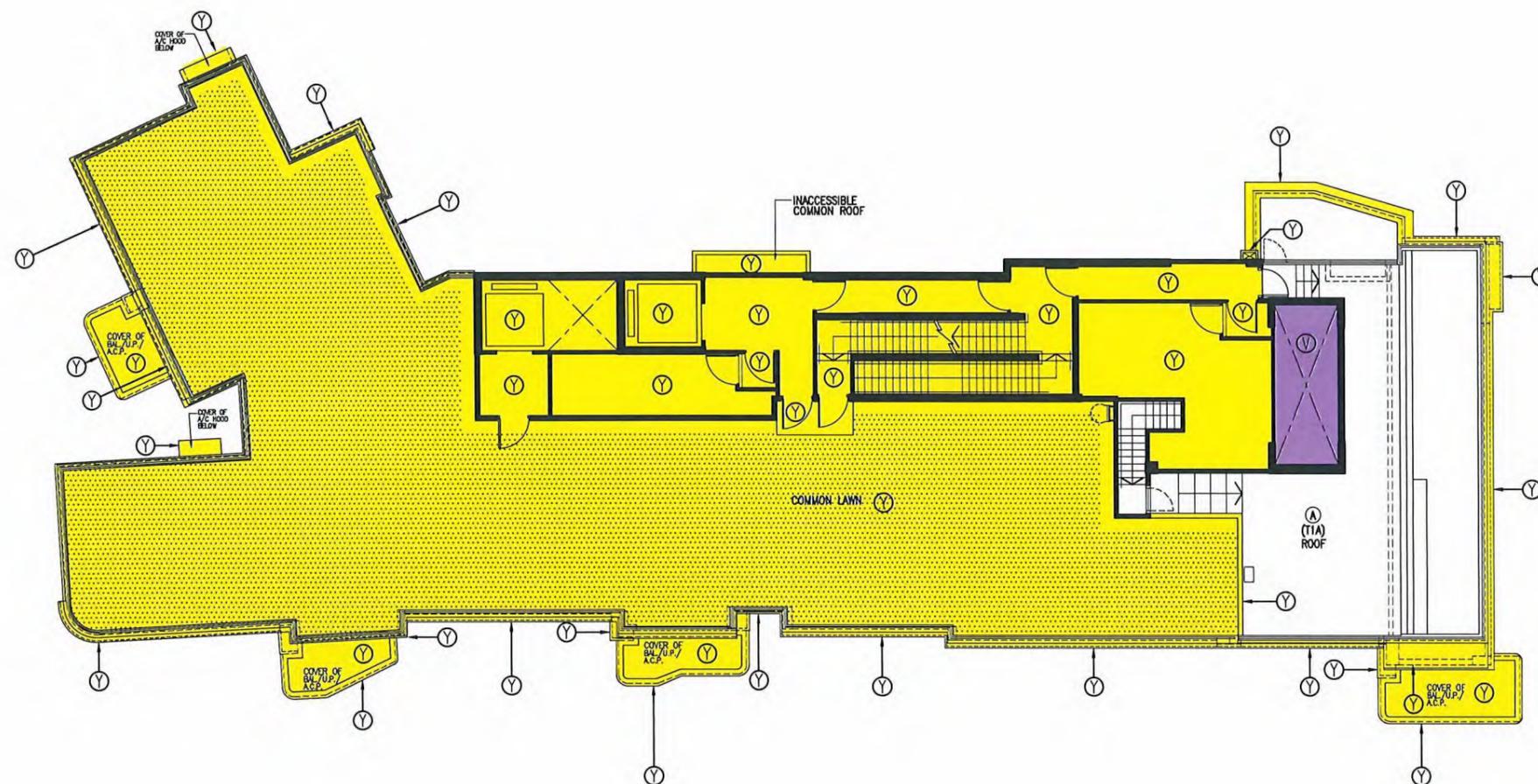


SCALE 1 : 200 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

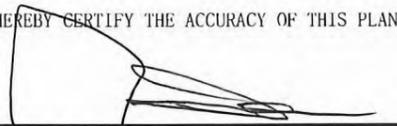
**LEGEND**

-  YELLOW  
PHASE 6 RESIDENTIAL COMMON AREAS
-  YELLOW STIPPLED BLACK  
PHASE 6 RESIDENTIAL COMMON AREAS  
(GREENERY AREAS) (300.571m<sup>2</sup>)
-  VIOLET  
PHASE 6 RESIDENTIAL COMMON AREAS  
(FOR DESIGNATED UNITS ONLY)



TOWER 1 ROOF PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

  
LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025



SCALE 1 : 200 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

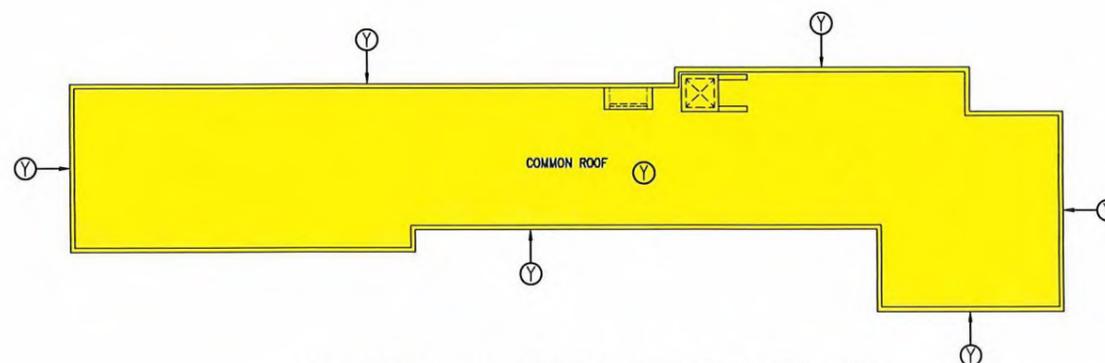
**LEGEND**



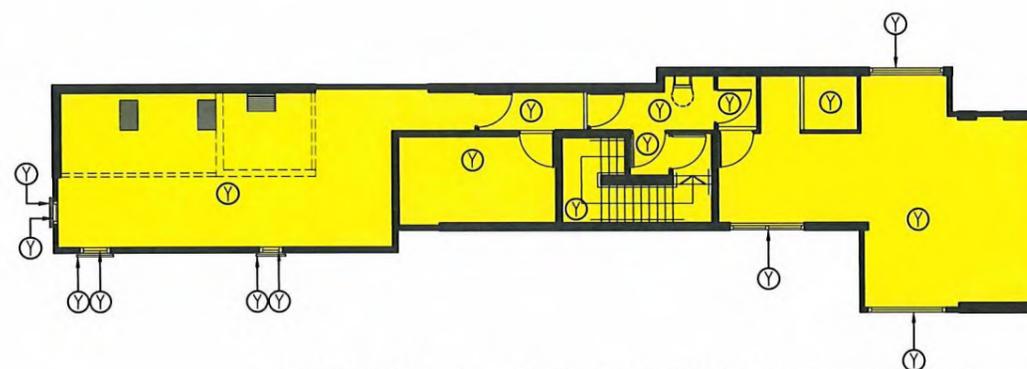
YELLOW  
PHASE 6 RESIDENTIAL COMMON AREAS



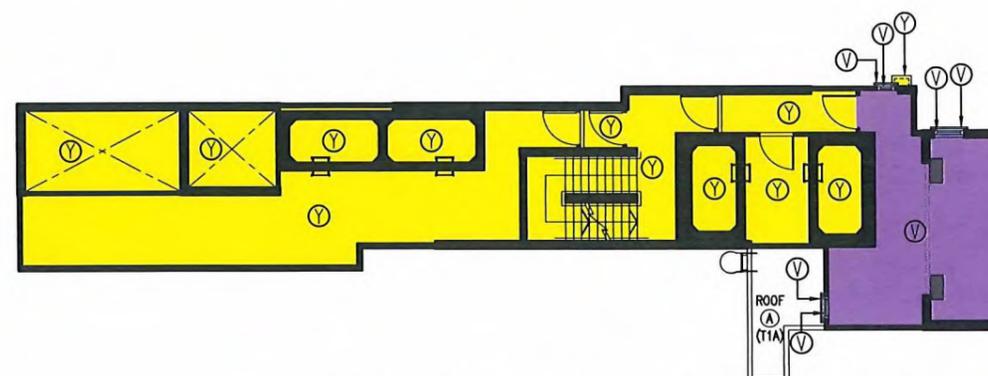
VIOLET  
PHASE 6 RESIDENTIAL COMMON AREAS  
(FOR DESIGNATED UNITS ONLY)



TOWER 1 TOP ROOF PLAN



TOWER 1 UPPER ROOF 2 PLAN



TOWER 1 UPPER ROOF 1 PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025

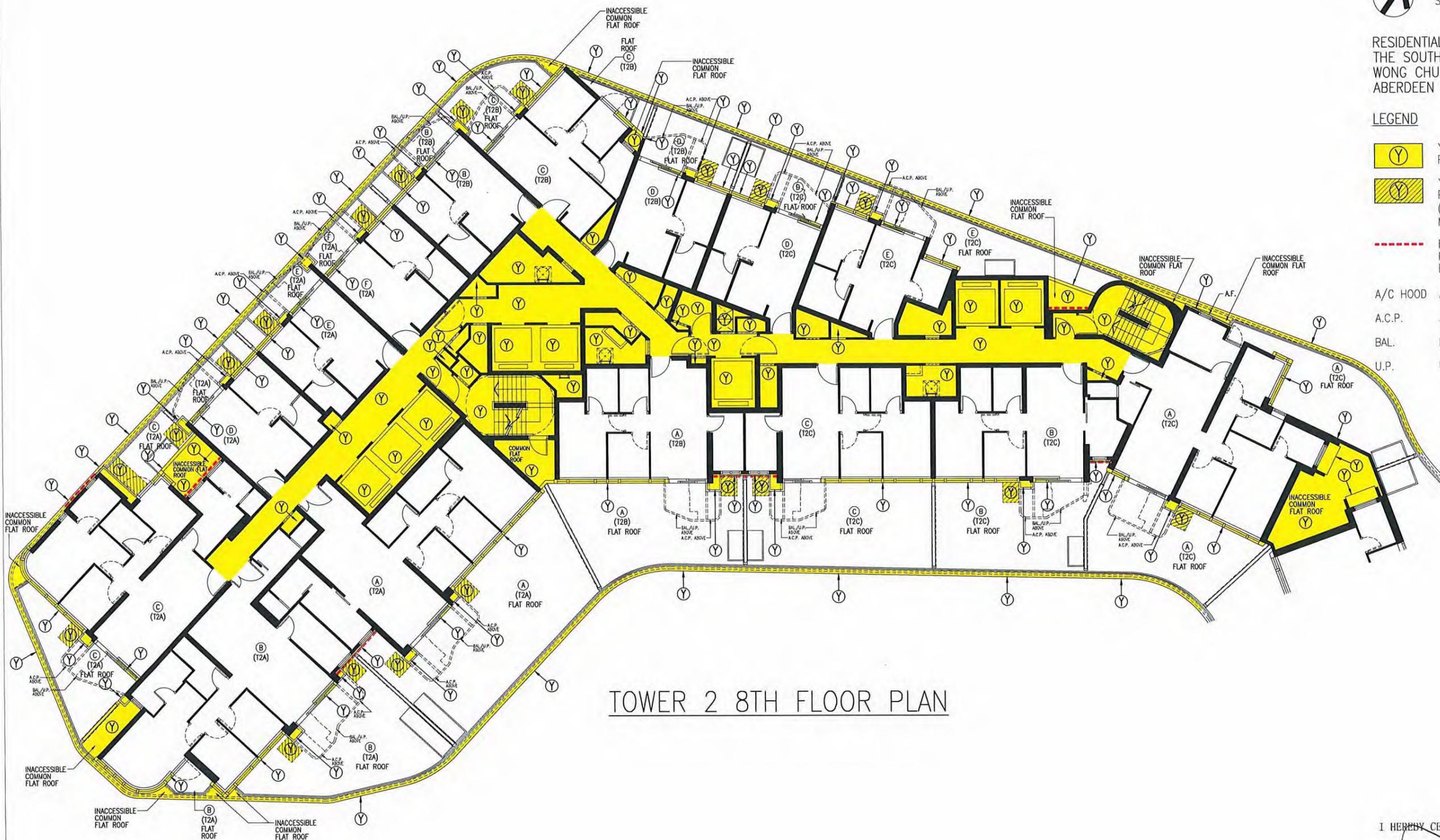


SCALE 1 : 200 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

LEGEND

-  YELLOW  
PHASE 6 RESIDENTIAL COMMON AREAS
-  YELLOW HATCHED BLACK  
PHASE 6 RESIDENTIAL COMMON AREAS  
(DESIGNATED COMMON AREA FOR  
MAINTENANCE)
-  RED DOTTED LINE  
NON-STRUCTURAL PREFABRICATED  
EXTERNAL WALL
- A/C HOOD AIR-CONDITIONER HOOD
- A.C.P. AIR-CONDITIONER PLATFORM
- BAL. BALCONY
- U.P. UTILITY PLATFORM



TOWER 2 8TH FLOOR PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025



SCALE 1 : 200 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

LEGEND

 YELLOW  
PHASE 6 RESIDENTIAL COMMON AREAS

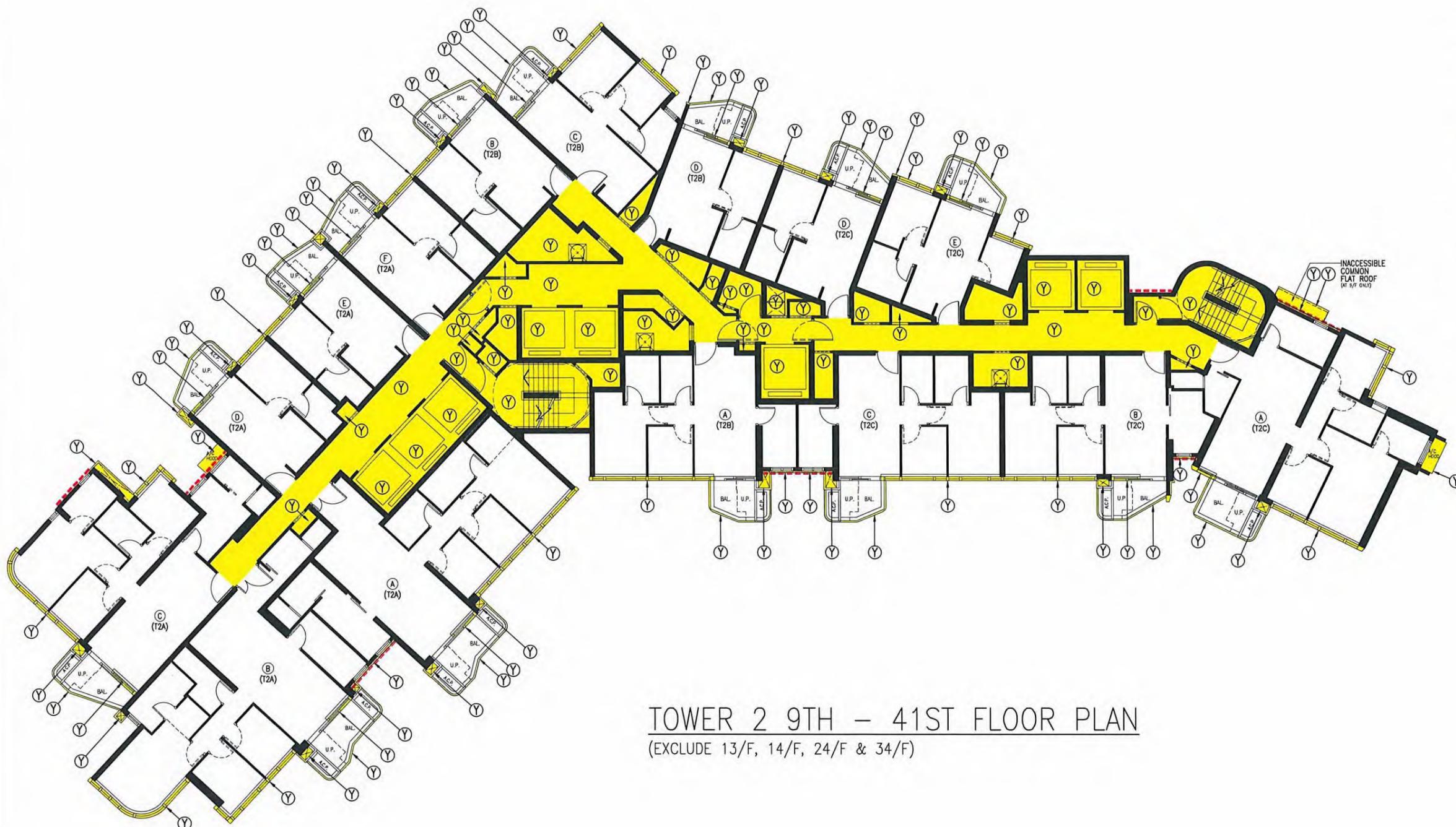
 RED DOTTED LINE  
NON-STRUCTURAL PREFABRICATED  
EXTERNAL WALL

A/C HOOD AIR-CONDITIONER HOOD

A.C.P. AIR-CONDITIONER PLATFORM

BAL. BALCONY

U.P. UTILITY PLATFORM



TOWER 2 9TH - 41ST FLOOR PLAN  
(EXCLUDE 13/F, 14/F, 24/F & 34/F)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.



LEE MING YEX JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025



SCALE 1 : 200 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

LEGEND

 YELLOW  
PHASE 6 RESIDENTIAL COMMON AREAS

 RED DOTTED LINE  
NON-STRUCTURAL PREFABRICATED  
EXTERNAL WALL

A/C HOOD AIR-CONDITIONER HOOD

A.C.P. AIR-CONDITIONER PLATFORM

BAL. BALCONY

U.P. UTILITY PLATFORM



TOWER 2 42ND FLOOR PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

LEE MING YEX JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025

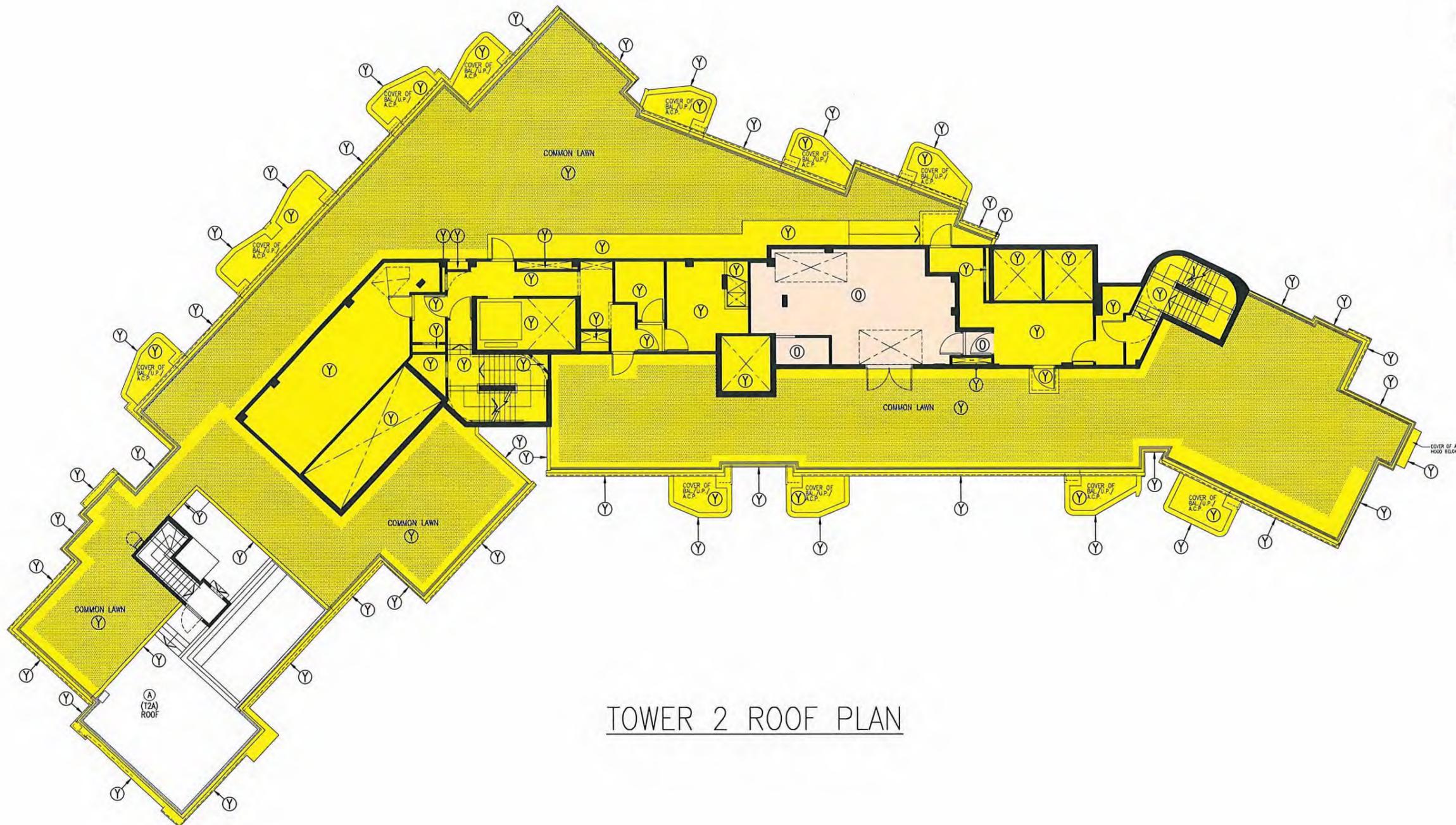


SCALE 1 : 200 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

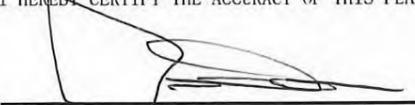
LEGEND

-  YELLOW  
PHASE 6 RESIDENTIAL COMMON AREAS
-  YELLOW STIPPLED BLACK  
PHASE 6 RESIDENTIAL COMMON AREAS  
(GREENERY AREAS) (400.128m<sup>2</sup>)
-  ORANGE  
PHASE 6 COMMON AREAS



TOWER 2 ROOF PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

  
LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT  
DATE : 17 DEC 2025



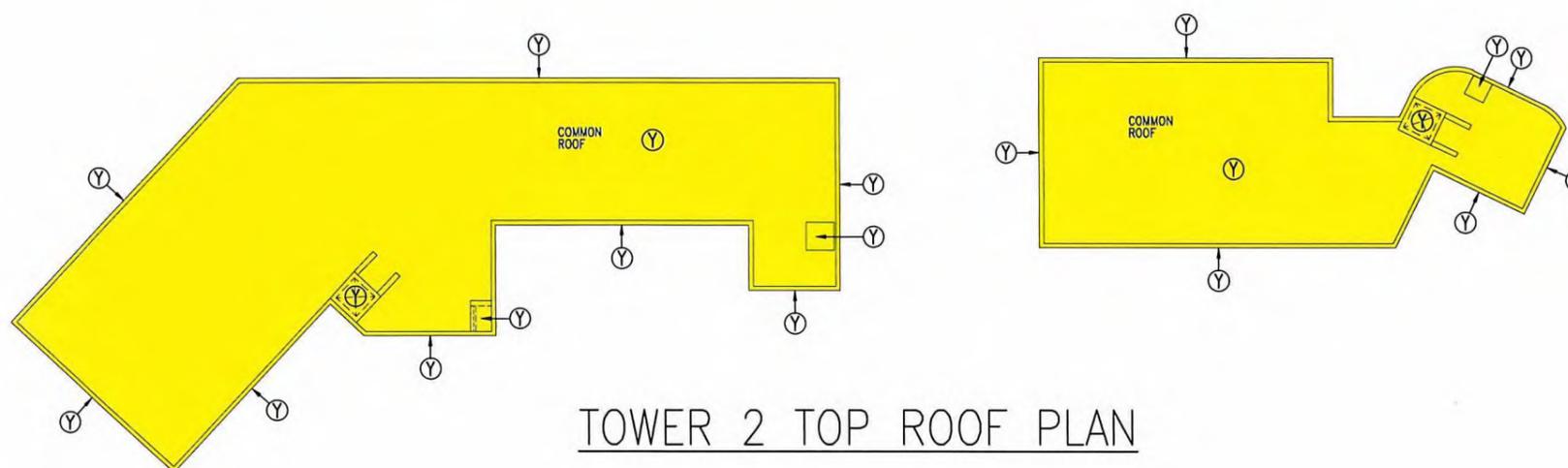
SCALE 1 : 200 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

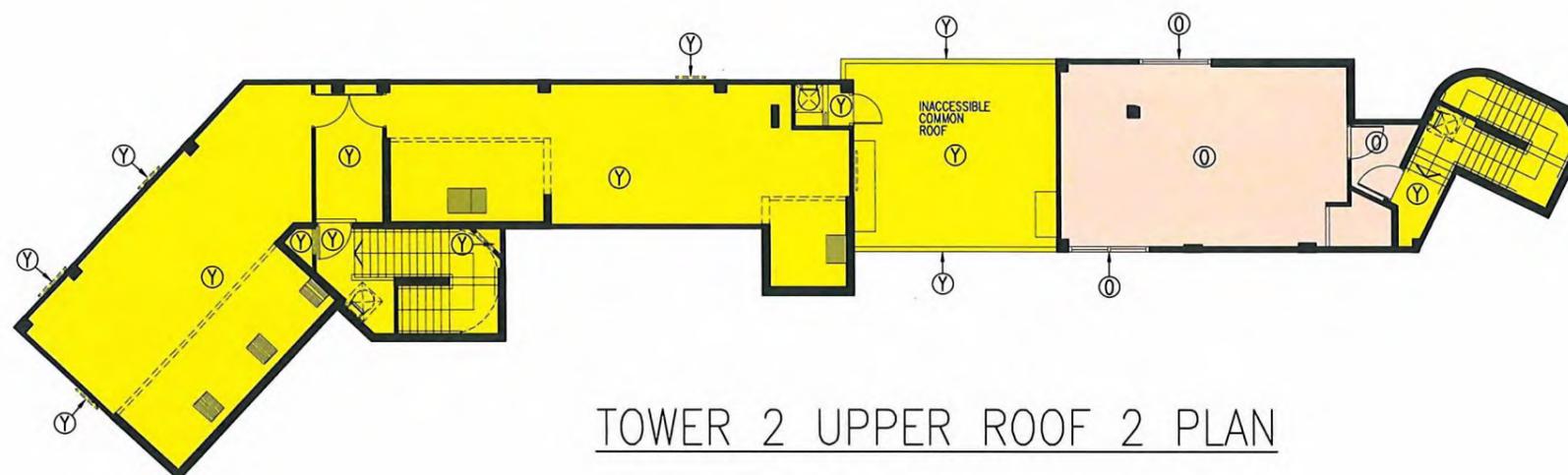
LEGEND

 YELLOW  
PHASE 6 RESIDENTIAL COMMON AREAS

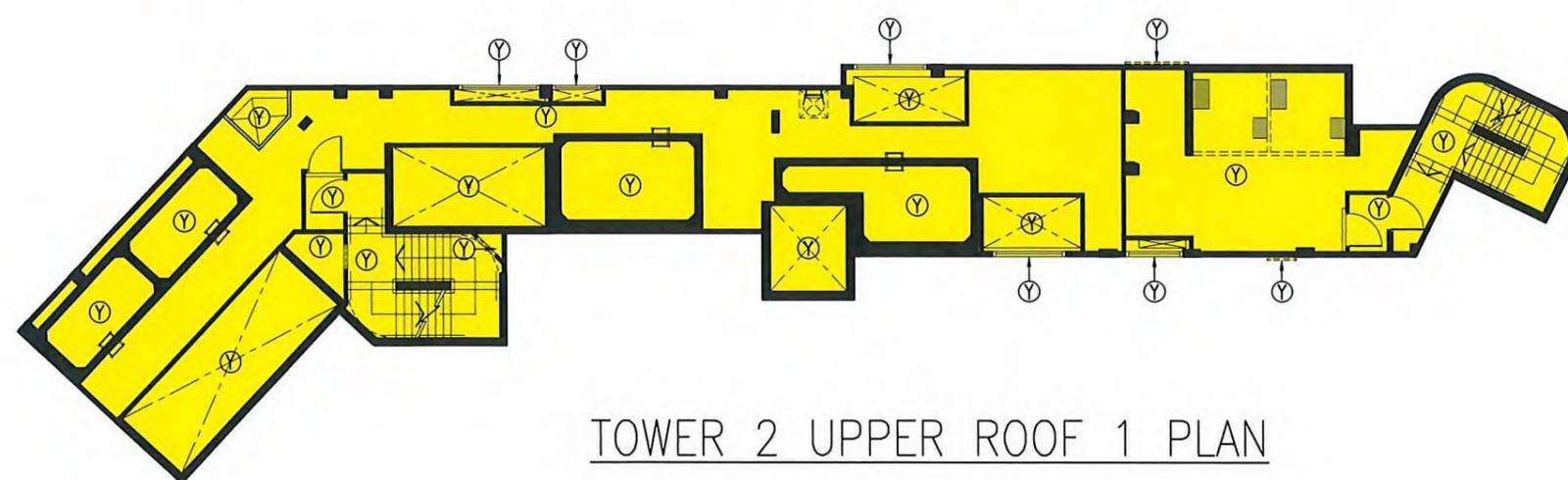
 ORANGE  
PHASE 6 COMMON AREAS



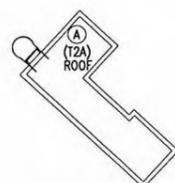
TOWER 2 TOP ROOF PLAN



TOWER 2 UPPER ROOF 2 PLAN



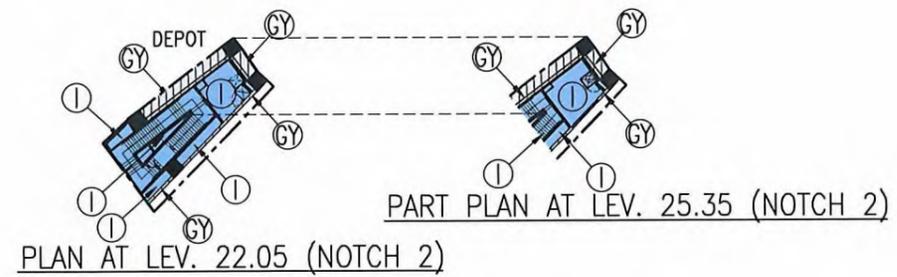
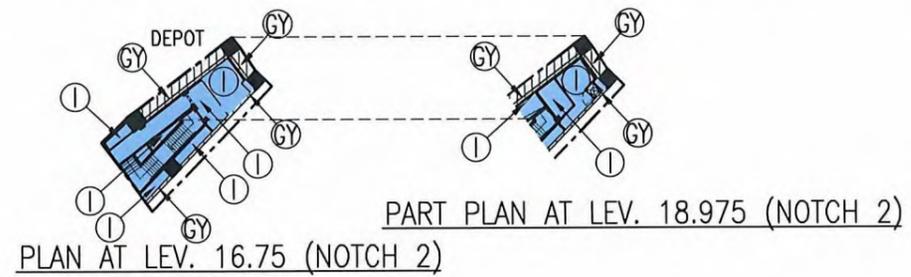
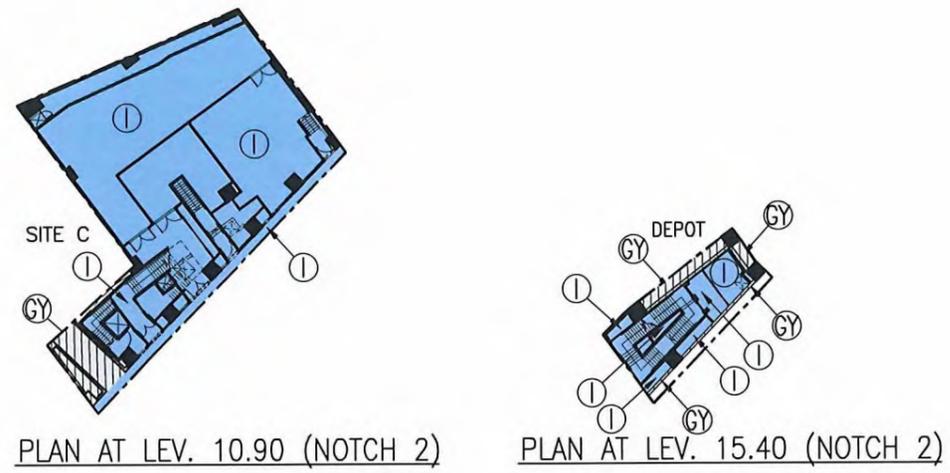
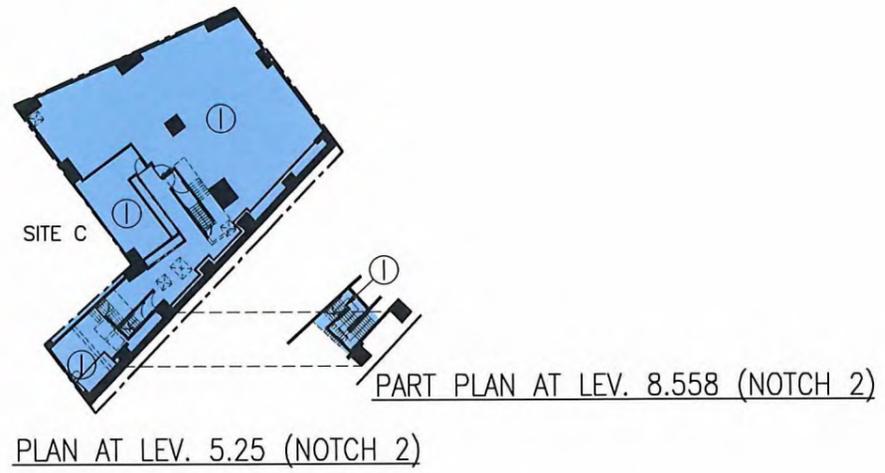
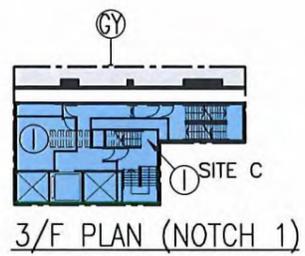
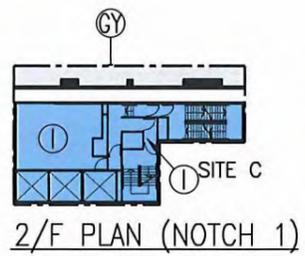
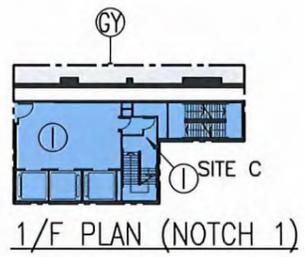
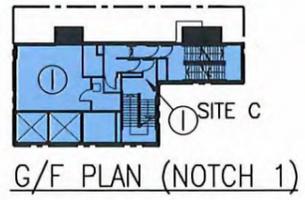
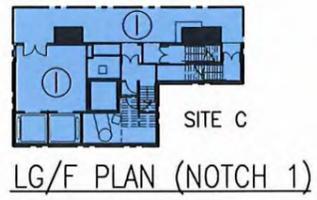
TOWER 2 UPPER ROOF 1 PLAN



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025



SCALE 1 : 600 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

LEGEND



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT  
DATE : 17 DEC 2025



SCALE 1 : 600 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

LEGEND

INDIGO  
PHASE 6A

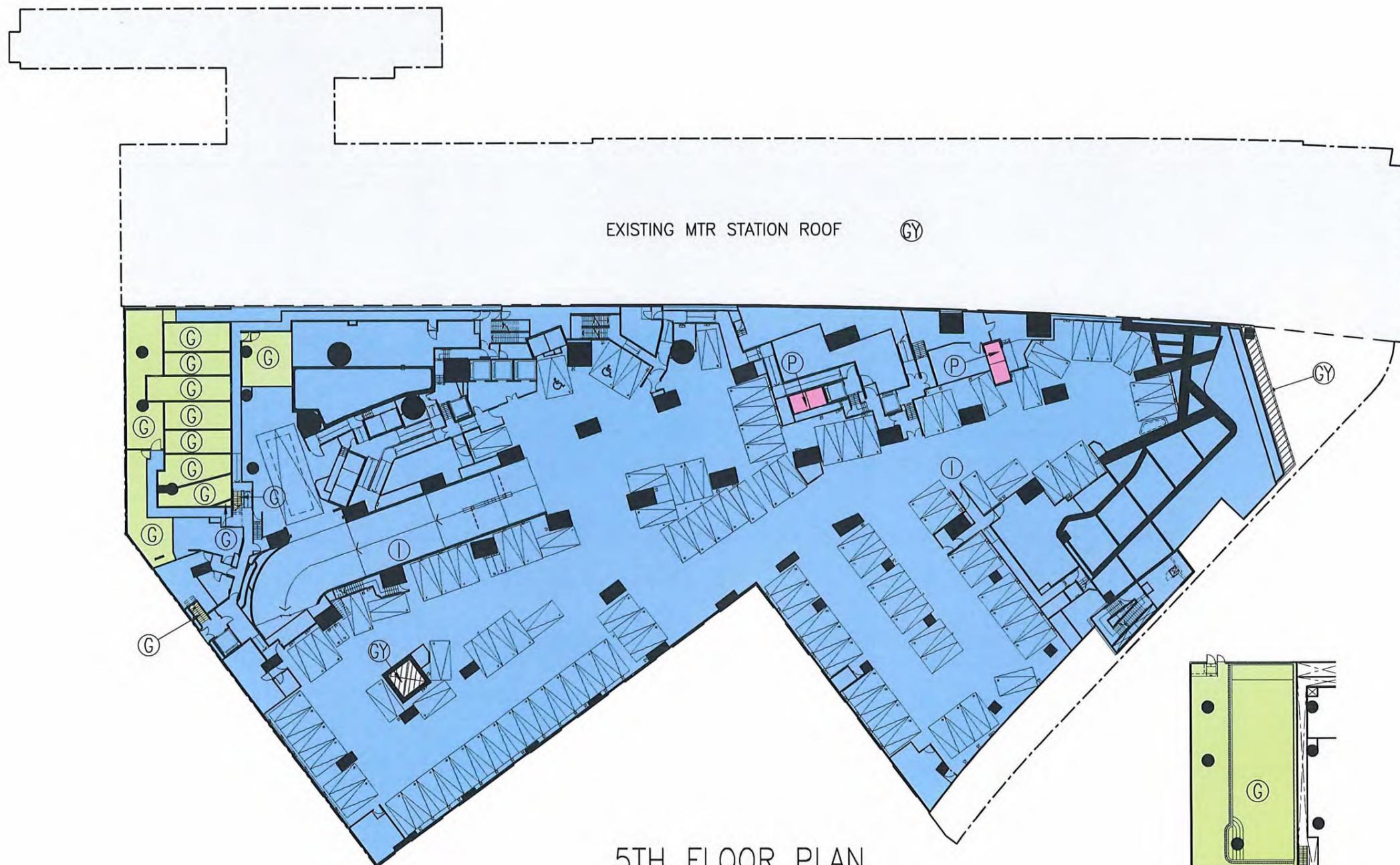
PINK  
PHASE 6B

GREEN  
PHASE 6C

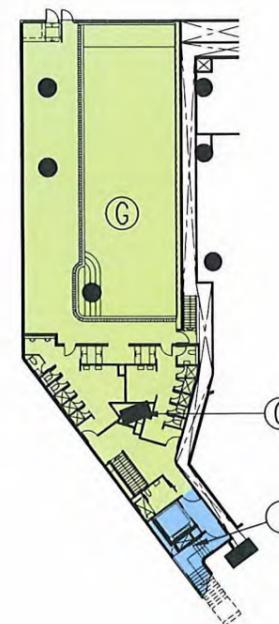
GREY  
STATION

GREY HATCHED BLACK  
DEPOT

SITE F BOUNDARY

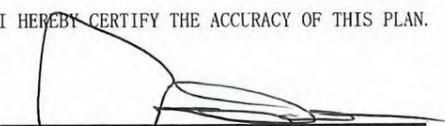


5TH FLOOR PLAN



5M FLOOR PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

  
LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025



SCALE 1 : 600 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

LEGEND

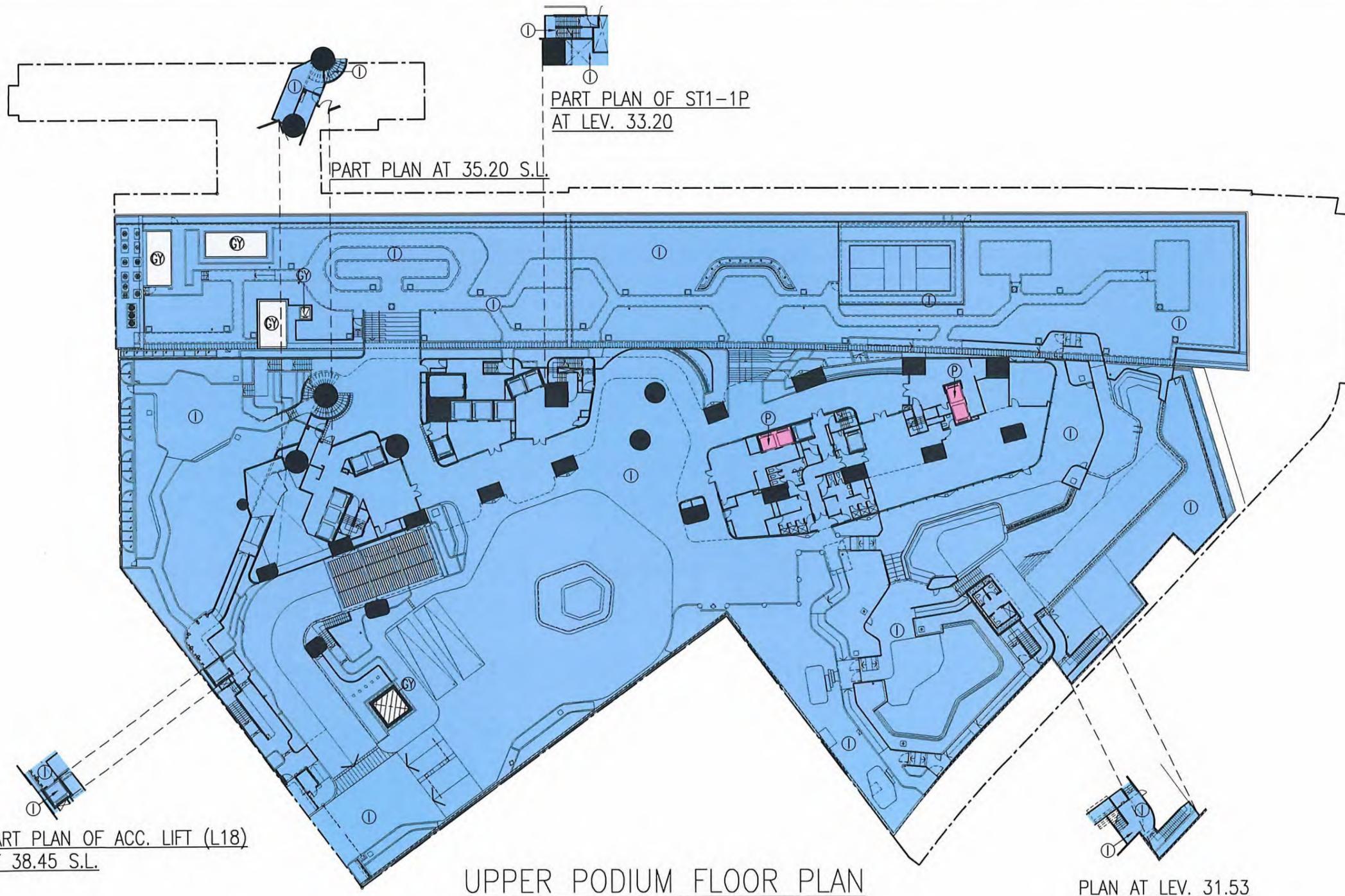
 INDIGO  
PHASE 6A

 PINK  
PHASE 6B

 GREY  
STATION

 GREY HATCHED BLACK  
DEPOT

 SITE F BOUNDARY

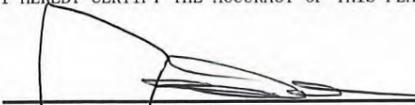


PART PLAN OF ACC. LIFT (L18)  
AT 38.45 S.L.

UPPER PODIUM FLOOR PLAN

PLAN AT LEV. 31.53

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

  
LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025



SCALE 1 : 600 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

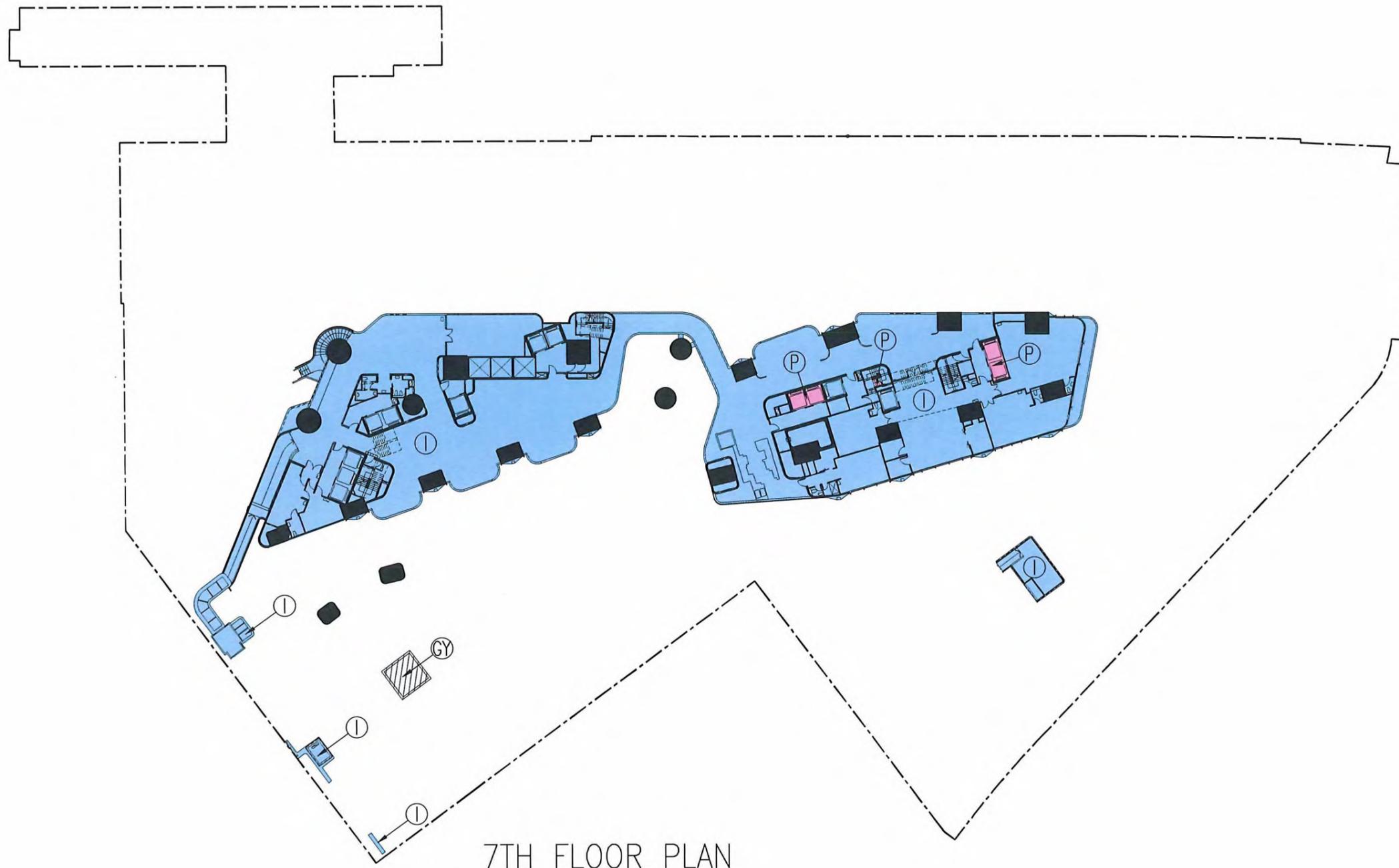
LEGEND

 INDIGO  
PHASE 6A

 PINK  
PHASE 6B

 GREY HATCHED BLACK  
DEPOT

 SITE F BOUNDARY



7TH FLOOR PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025

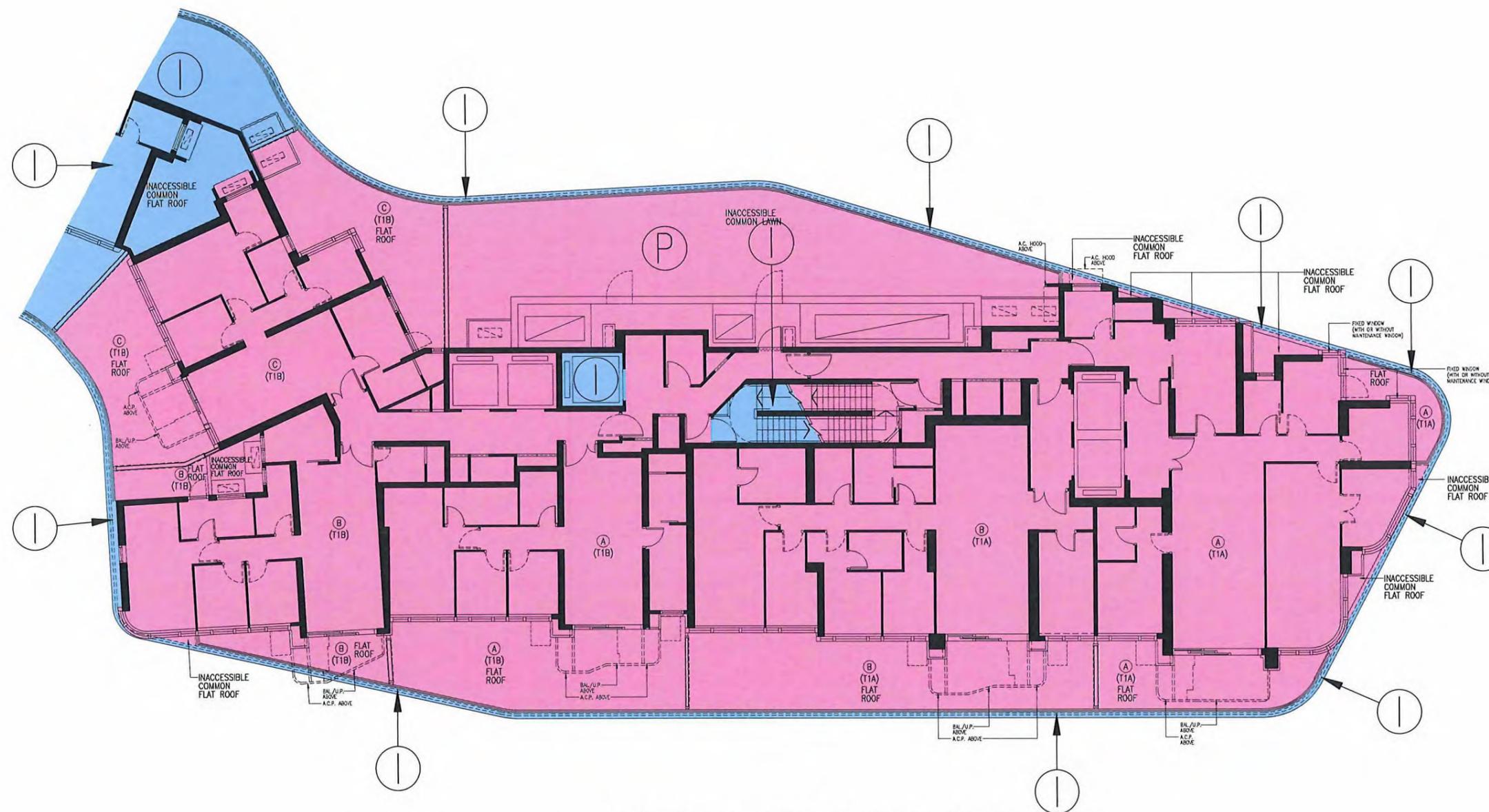


SCALE 1 : 200 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

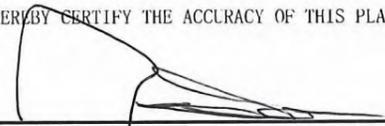
LEGEND

- I INDIGO PHASE 6A
- P PINK PHASE 6B



TOWER 1 8TH FLOOR PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

  
 LEE MING YEN JENNIFER  
 AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025



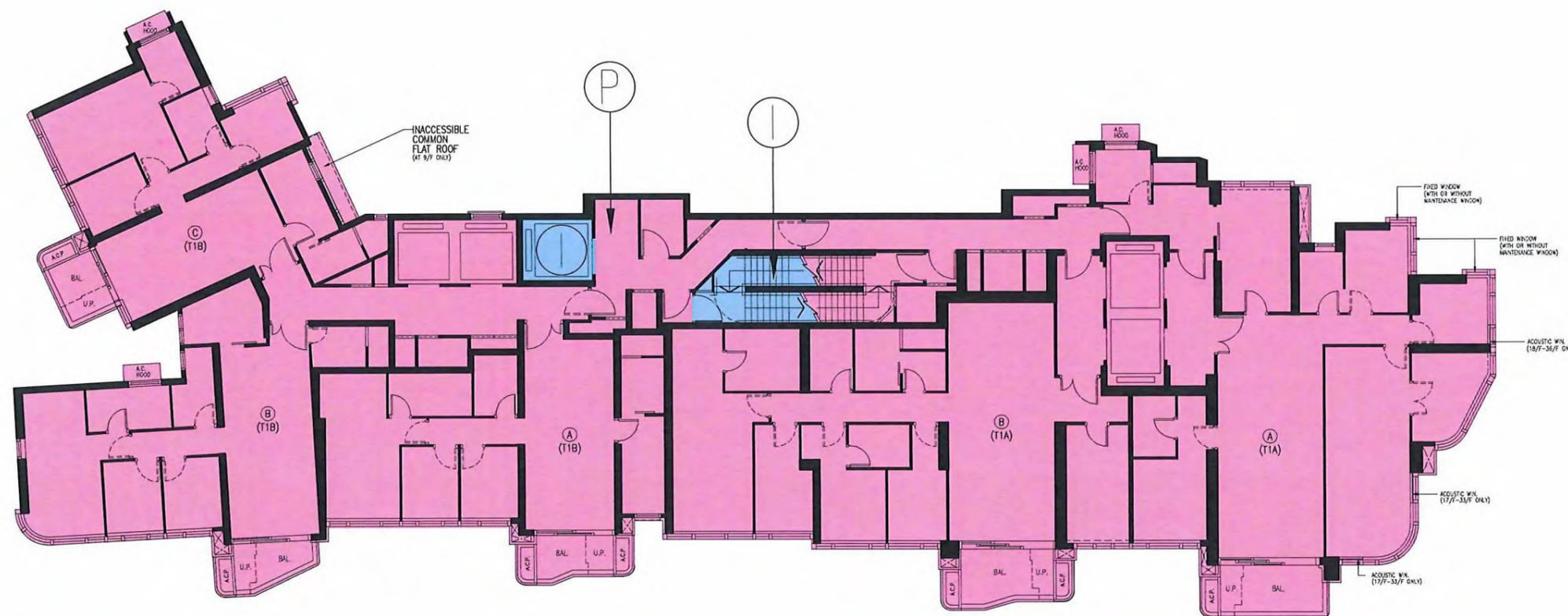
SCALE 1 : 200 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

LEGEND

 INDIGO  
PHASE 6A

 PINK  
PHASE 6B



TOWER 1 9TH – 41ST FLOOR PLAN  
(EXCLUDE 13/F, 14/F, 24/F & 34/F)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

LEE MING YEX JENNIFER  
AUTHORIZED PERSON – ARCHITECT

DATE : 17 DEC 2025



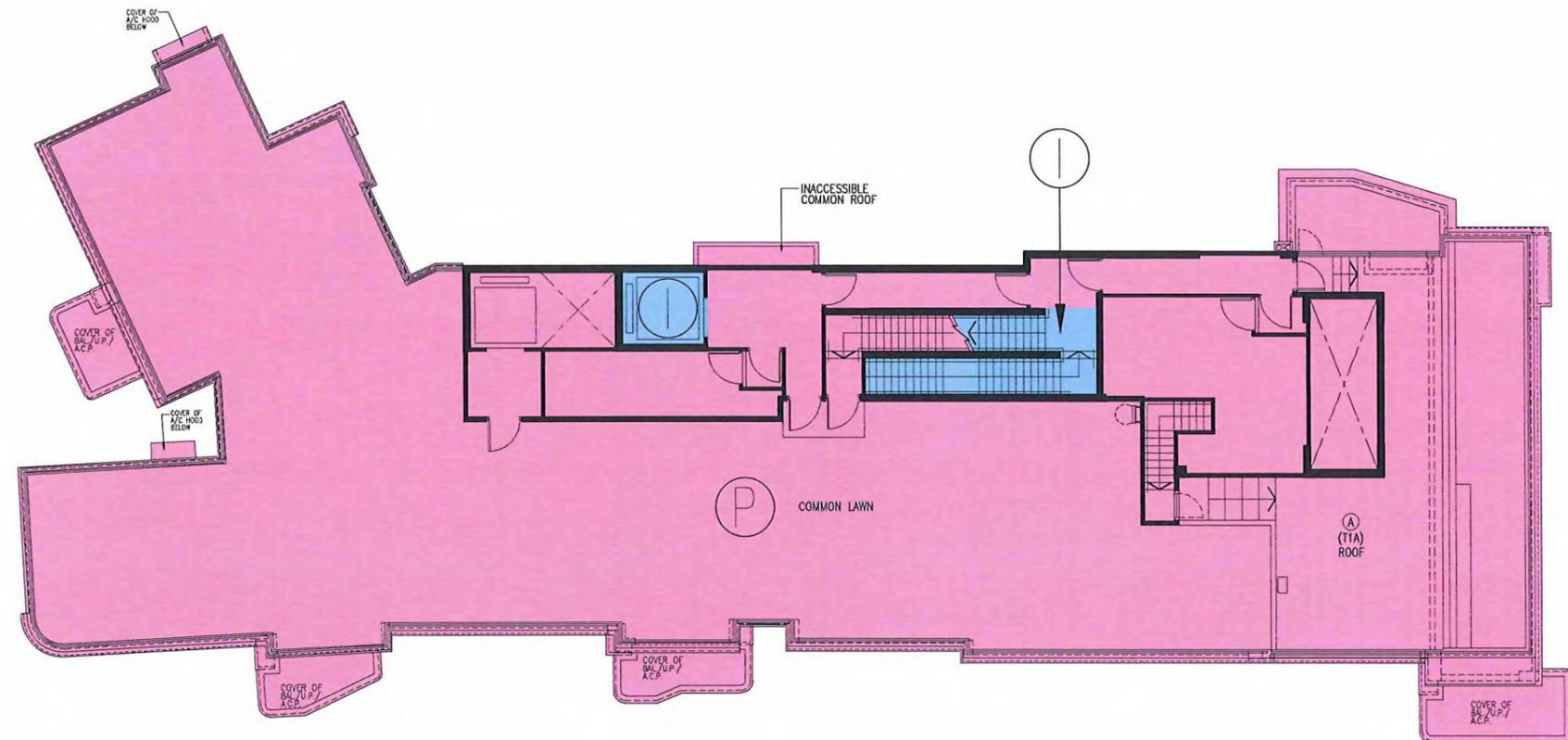


SCALE 1 : 200 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

LEGEND

-  INDIGO PHASE 6A
-  PINK PHASE 6B



TOWER 1 ROOF PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

LEE MING YEX JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025



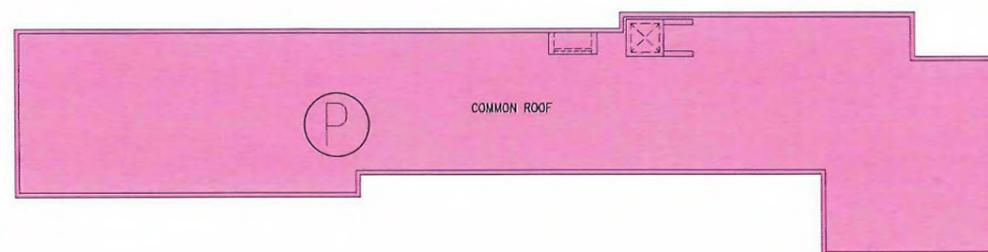
SCALE 1 : 200 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

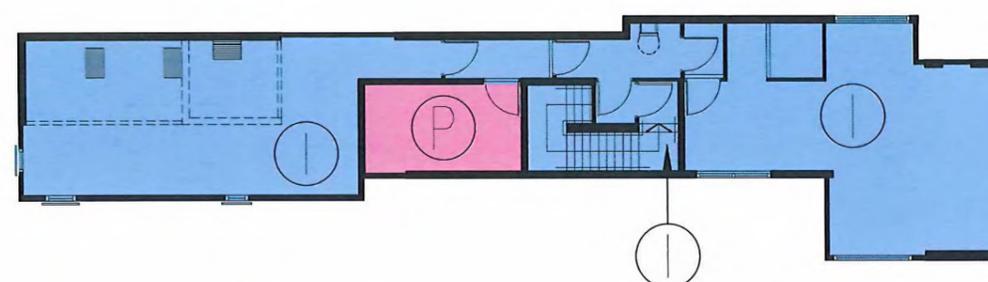
LEGEND

 INDIGO  
PHASE 6A

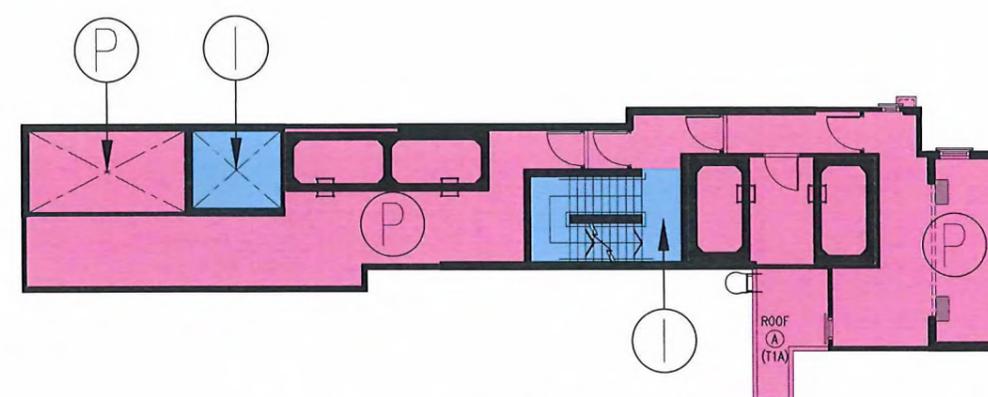
 PINK  
PHASE 6B



TOWER 1 TOP ROOF PLAN

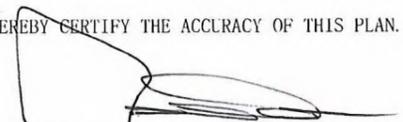


TOWER 1 UPPER ROOF 2 PLAN



TOWER 1 UPPER ROOF 1 PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

  
LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025



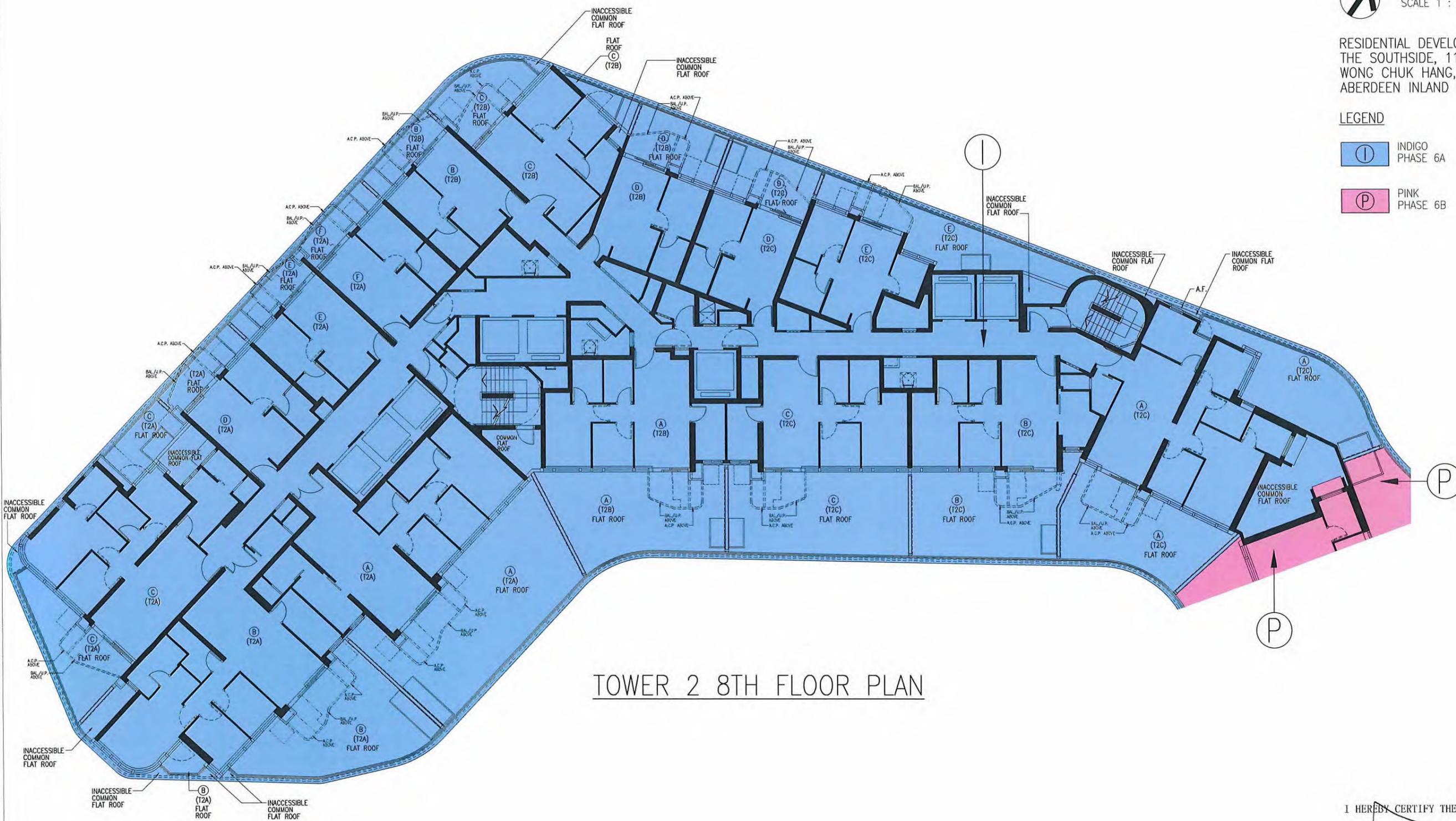
SCALE 1 : 200 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

LEGEND

 INDIGO  
PHASE 6A

 PINK  
PHASE 6B



TOWER 2 8TH FLOOR PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.



LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025

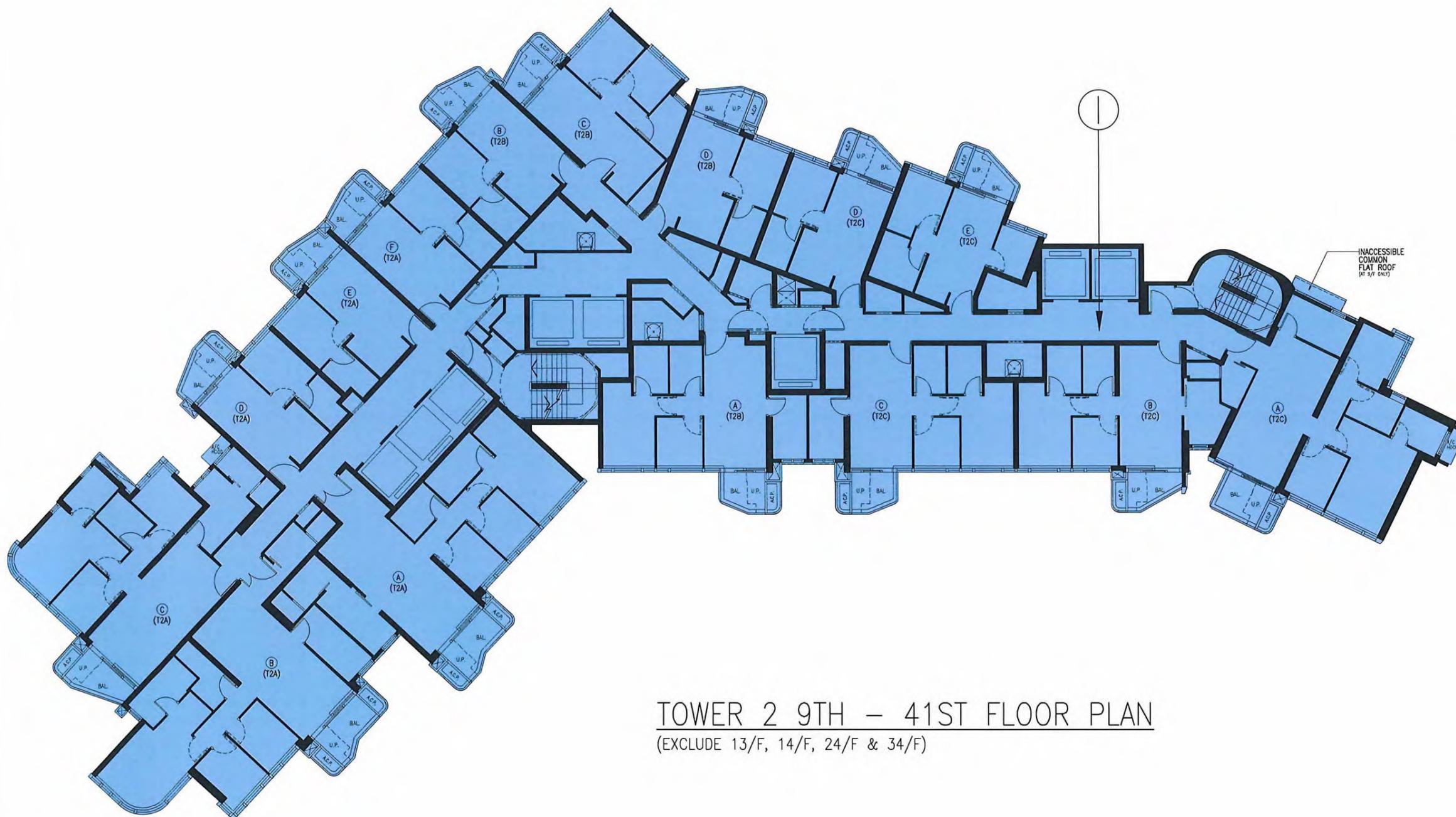


SCALE 1 : 200 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

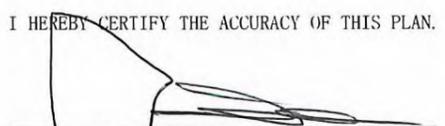
LEGEND

 INDIGO  
PHASE 6A



TOWER 2 9TH - 41ST FLOOR PLAN  
(EXCLUDE 13/F, 14/F, 24/F & 34/F)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.



LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025



SCALE 1 : 200 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

LEGEND

 INDIGO  
PHASE 6A



TOWER 2 42ND FLOOR PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025

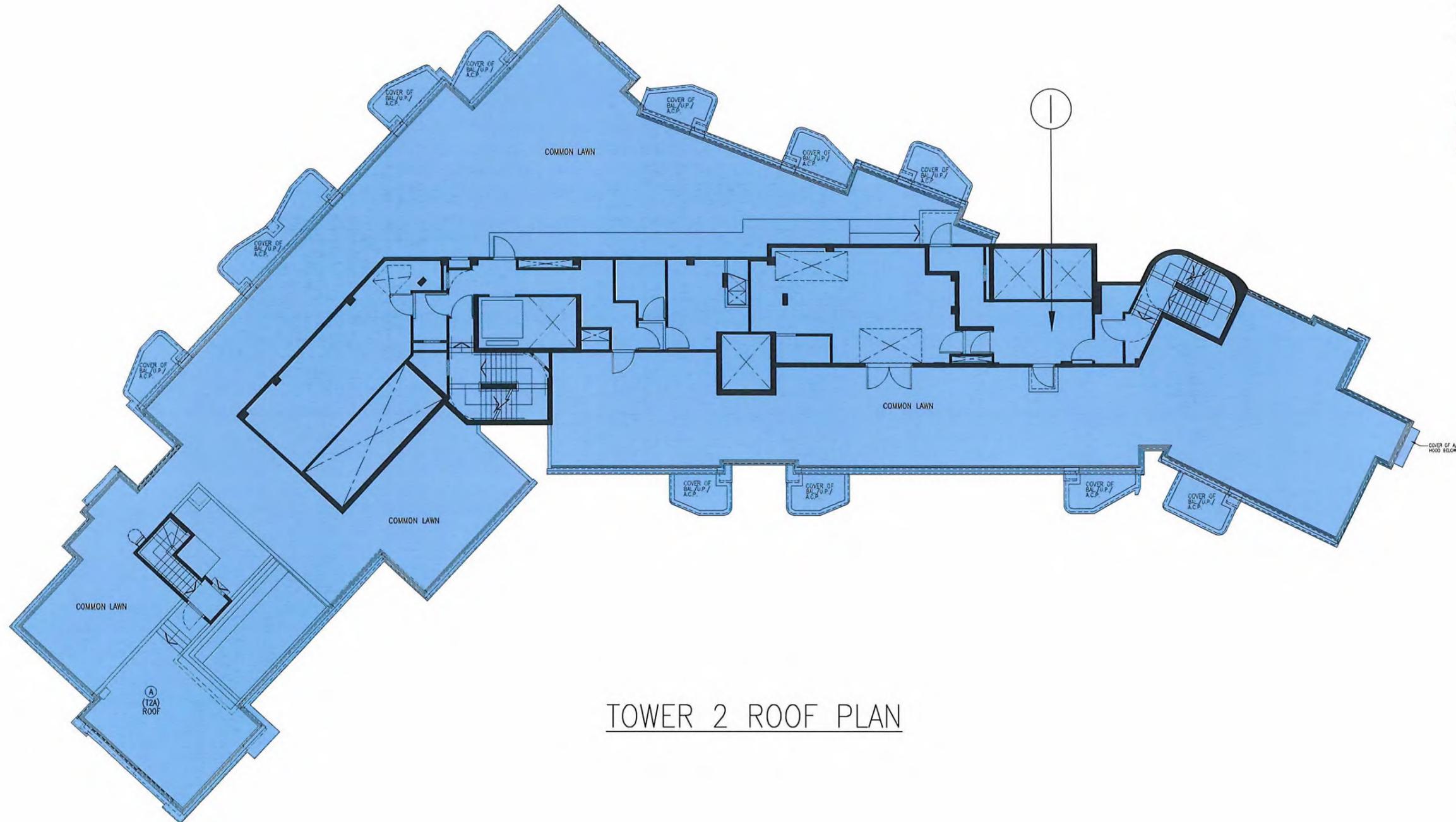


SCALE 1 : 200 IN A3

RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

LEGEND

 INDIGO  
PHASE 6A



TOWER 2 ROOF PLAN

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025

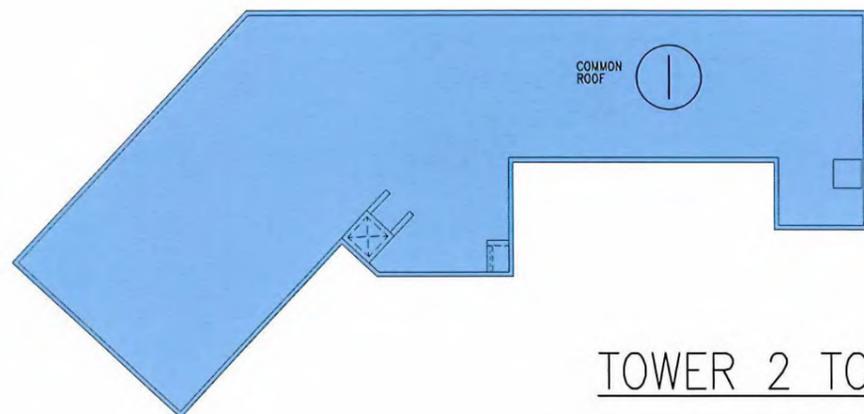


SCALE 1 : 200 IN A3

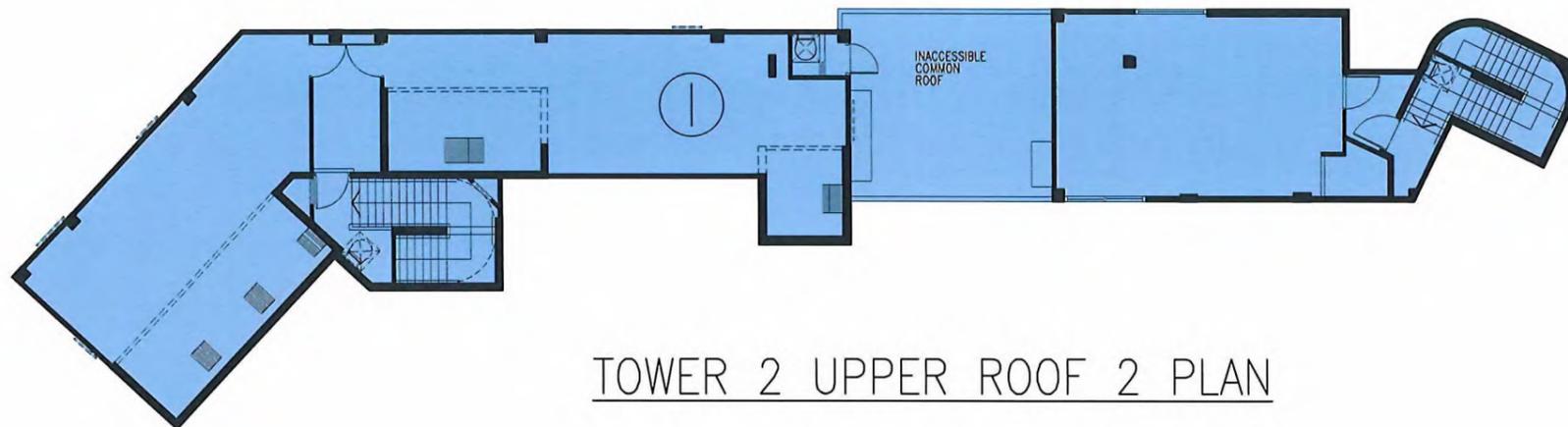
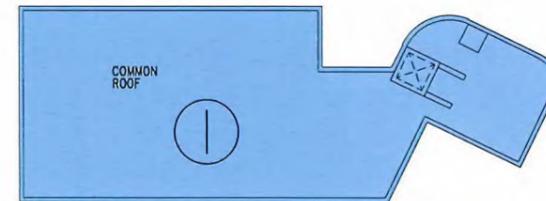
RESIDENTIAL DEVELOPMENT AT SITE F  
THE SOUTHSIDE, 11 HEUNG YIP ROAD,  
WONG CHUK HANG, HONG KONG,  
ABERDEEN INLAND LOT NO. 467

LEGEND

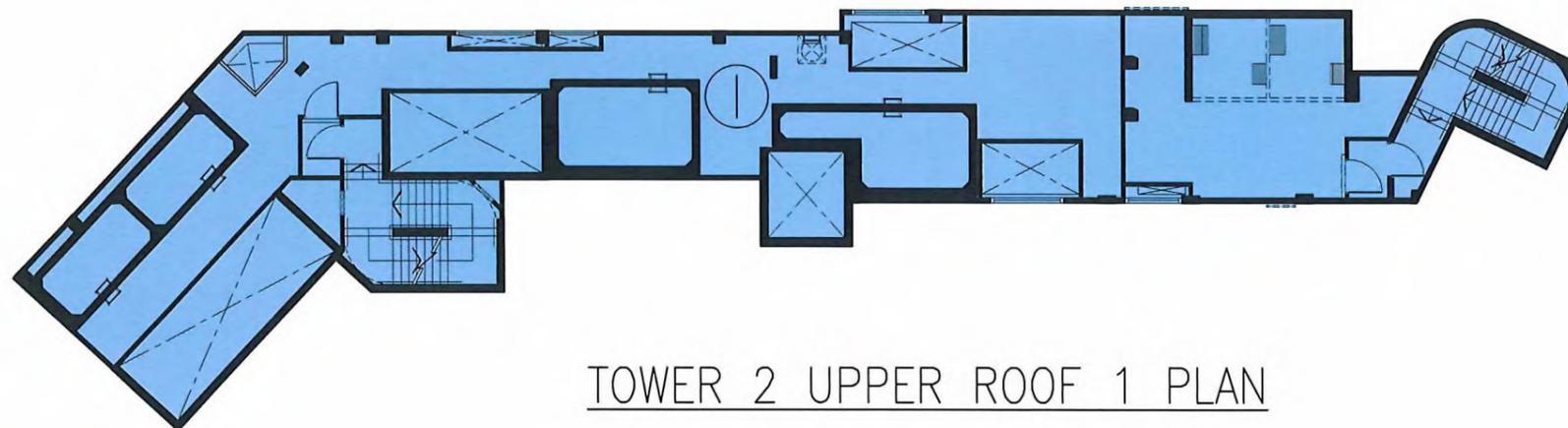
 INDIGO  
PHASE 6A



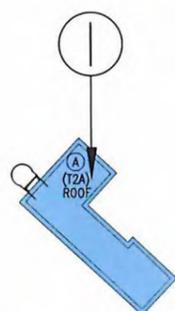
TOWER 2 TOP ROOF PLAN



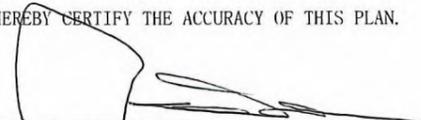
TOWER 2 UPPER ROOF 2 PLAN



TOWER 2 UPPER ROOF 1 PLAN



I HEREBY CERTIFY THE ACCURACY OF THIS PLAN.

  
LEE MING YEN JENNIFER  
AUTHORIZED PERSON - ARCHITECT

DATE : 17 DEC 2025