DATED 20

### **GOLDEN CENTURION LIMITED**

and

[name of First Assignee]

and

[name of first manager]

SUB-DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT

of

Phase 3A (known as [\*\*\*]) of KOKO HILLS Development, No. 3 Ko Ling Road, Kowloon, Hong Kong

erected on

The Remaining Portion of New Kowloon Inland Lot No.6584

BAKER & M!KENZIE 14/F One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong

Ref: EDC/KACW/10111811-50666291 CON:89504 419758655-v1\AP\_DMS

# **CONTENTS**

Number		<u>Clause Heading</u>	<u>Page</u>
1.	DEFI	NITIONS	1
2.	INTE	RPRETATION	7
3.	RECI'	TALS	8
	3.1 3.2 3.3 3.4	First Owner's title Allocation of Shares Assignment to the First Assignee Purpose of Deed	8 8
4.	PHAS	SE 3A COMMON PARTS	8
	4.1 4.2	Designation of Common Parts, etc.  Assignment of Phase 3A Common Parts Shares	
5.	RIGH	TS AND OBLIGATIONS OF OWNERS	9
	5.1 5.2 5.3 5.4	First Owner	9 9
6.	APPC	DINTMENT OF MANAGER	9
	6.1	Appointment of the Company as Manager	9
7.	MISC	ELLANEOUS PROVISIONS	10
	7.1 7.2 7.3	Phase 3A Common Parts Shares held by Manager  Land Grant  Deed binding on executors etc	10
	7.4	Chinese translation and copies of the Plans.	
	7.5 7.6 7.7 7.8	The Ordinance	11
	7.9	Air-conditioner platform	12
Sched	ule 1	Allocation of Shares	13
Sched	ule 2	Management Shares	17
Sched	ule 3	Phase 3A Works and Installations	21
Execu	tion		22
Appen	dix 1	The Plans	24
Appen	dix 2	The Phasing Plans	25

#### **BETWEEN:**

- (1) Golden Centurion Limited, whose registered office is situate at [2<sup>nd</sup> Floor, One Island South, 2 Heung Yip Road, Wong Chuk Hang, Hong Kong] (the "First Owner");
- (2) [name and description of the first assignee] (the "First Assignee"); and
- (3) [name and description of the first manager] (the "Company").

### **NOW THIS DEED WITNESSES** as follows:

#### 1. **DEFINITIONS**

In this Deed the following definitions apply unless the context otherwise requires:

"Authorized Person" has the meaning given in the Principal Deed;

"Building Plans" has the meaning given in the Principal Deed;

"Car Parking Space" has the meaning given in the Principal Deed;

"Conduits" has the meaning given in the Principal Deed;

"Common Parts" has the meaning given in the Principal Deed;

"Completed Phase" has the meaning given in the Principal Deed;

"**Development**" has the meaning given in the Principal Deed;

"Development Common Parts" has the meaning given in the Principal Deed;

"First Assignee's Unit" means [●] Shares and the attached Right to Occupy [description of the Unit assigned to the First Assignee] of the Development;

"Flat" has the meaning given in the Principal Deed;

"Land" means the parcel of land registered in the Land Registry as The Remaining Portion of New Kowloon Inland Lot No. 6584; and, where the context permits, shall include the Development thereon;

"Land Grant" has the meaning given in the Principal Deed;

"Management Expenses" has the meaning given in the Principal Deed;

"Management Shares" has the meaning given in the Principal Deed;

- "Manager" has the meaning given in the Principal Deed;
- "Motorcycle Parking Space" has the meaning given in the Principal Deed;
- "Ordinance" has the meaning given in the Principal Deed;
- "Owner" has the meaning given in the Principal Deed;
- "Owners' Corporation" has the meaning given in the Principal Deed;
- "Parking Common Parts" has the meaning given in the Principal Deed;
- "Parking Space" has the meaning given in the Principal Deed;
- "**Phase**" means Phase 3A of the Development as demarcated in the Building Plans, which is shown for the purpose of identification coloured pink on the Phasing Plans and known as [\*\*\*\*], No. 3 Ko Ling Road, Kowloon, Hong Kong;
- "Phase 3A Common Parts" means all areas, systems, equipment, facilities, machinery, fixtures, fittings, Conduits or other matters in the Phase:
- (a) which are intended for the common use and benefit of different Owners, occupiers, licensees or invitees of the Land or any part thereof; or
- (b) as will fall within the definition of "common parts" in section 2 of the Ordinance.

The expression shall include (subject to the provisions of this Deed) the matters referred to in Schedule 4 of the Principal Deed (if existing in the Phase) and shall also include all those common areas of the Phase which are (for identification purpose) coloured [green, yellow, yellow hatched black, yellow stippled black, yellow cross-hatched black, yellow with black crosses and violet] on the Plans. To avoid doubt, the expression shall include Phase 3A Development Common Parts, Phase 3A Residential Common Parts and Phase 3A Parking Common Parts. To avoid doubt, the expression shall exclude any system, equipment, facility, machinery, fixture, fitting or Conduit which serves only one Unit;

- "Phase 3A Common Parts Shares" means the Shares allocated to the Phase 3A Common Parts under this Deed;
- "Phase 3A Covered Landscape and Play Areas" means the covered landscape and play areas in the Phase which are for identification purposes shown coloured yellow with black crosses on the Plans;
- "Phase 3A Development Common Parts" means those Phase 3A Common Parts which are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of different Flats and Parking Spaces in the Development; and shall include:
- (a) those areas of the Phase which are (for identification purpose) coloured green

- on the Plans (collectively the "Coloured Green Areas" in this definition);
- (b) all glazing, window panes, window frames, doors, door frames, louvers, louver frames and internal finishes of any Coloured Green Areas;
- (c) internal partitions (whether structural or load bearing or not) inside the Coloured Green Areas and any slab separating different parts of the Coloured Green Areas and any beam or part of any beam supporting that slab;
- (d) structural or load bearing elements inside the Coloured Green Areas;
- (e) the inner half of any element (including ceiling or floor slab of the Coloured Green Areas), whether structural or load bearing or not, separating the Coloured Green Areas from any Flat or from any area which is coloured on the Plans or the Principal Deed Plans as any other type of Common Parts, and any beam supporting that ceiling slab (if that element is a ceiling slab of the Coloured Green Areas);
- (f) any water-proofing system on the top of the floor slab of any Coloured Green Areas;
- (g) the Phase 3A Transformer Room Facilities;
- (h) the part of Phase 3A Horizontal Screen / Covered Walkway in the Coloured Green Areas;
- (i) the landfill gas detection and mechanical ventilation system in the Phase;
- (j) those Phase 3A Common Parts which do not form part of the Phase 3A Residential Common Parts and Phase 3A Parking Common Parts;
- "Phase 3A Greenery Areas" means the greenery areas in the Phase referred to in Special Condition No.(28)(b)(i) of the Land Grant which are for identification purposes shown coloured yellow stippled black on the Plans;
- "Phase 3A Horizontal Screen / Covered Walkway" means the horizontal screen or covered walkway in the Phase which are for identification purposes shown edged with indigo dotted lines on the Plans;
- "Phase 3A Parking Common Parts" means those Phase 3A Common Parts which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different Parking Spaces and Residential Common Parking Spaces in the Development; and shall include:
- (a) those areas of the Phase which are (for identification purpose) coloured violet on the Plans (the "Coloured Violet Areas" in this definition);
- (b) all glazing, window panes, window frames, doors, door frames, louvers, louver frames and internal finishes of any Coloured Violet Areas mentioned in paragraph (a) of this definition (unless coloured on the Plans as part of another

- type of Phase 3A Common Parts);
- (c) non-structural or non-loading bearing internal partitions inside the Coloured Violet Areas;
- (d) the inner half of any non-structural or non-load bearing elements separating the Coloured Violet Areas from any area which is coloured on the Plans as another type of or the Principal Deed Plans as any other type of Common Parts (including those on which electric vehicle charging enabling facilities (if any) for serving a Parking Space or Residential Common Parking Spaces exclusively and the associated installations are installed or to be installed);
- (e) any water-proofing system on the top of the floor slab of any Coloured Violet Areas;
- (f) the structural and load bearing elements of the Phase which only serves or supports the Parking Spaces and/or any Coloured Violet Area;
- (g) poles in the Coloured Violet Areas on which electric vehicle charging enabling facilities (if any) for serving a Parking Space or Residential Common Parking Spaces exclusively and the associated installations are installed or to be installed; and
- (h) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits in the Phase serving exclusively any or some of the above;
- "Phase 3A Parking Space for Disabled Persons" means a car parking space provided in the Phase under Special Condition No. (36)(b)(i) of the Land Grant which are (for identification purpose) coloured yellow cross-hatched black and marked with "PARKING SPACE FOR DISABLED PERSONS" on the Plans;
- "Phase 3A Recreational Facilities" means those areas of the Phase which are coloured yellow hatched black on the Plans and the recreational and sporting facilities from time to time provided in such areas for the residents in the Development and their bona fide visitors, together with all facilities and areas ancillary thereto;
- "Phase 3A Residential Common Parking Spaces" means collectively the Phase 3A Visitors' Parking Spaces and the Phase 3A Parking Spaces for Disabled Persons which are (for identification purpose) coloured yellow cross-hatched black on the Plans;
- "Phase 3A Residential Common Parts" means those Phase 3A Common Parts which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different Flats in the Development; and shall include:
- (a) those areas of the Phase which are (for identification purpose) coloured yellow, yellow hatched black, yellow stippled black, yellow cross-hatched black and yellow with black crosses on the Plans (collectively the "Coloured Yellow Areas" in this definition);

- (b) all glazing, window panes, window frames, doors, door frames, louvers and louver frames of any Coloured Yellow Areas;
- (c) internal partitions (whether structural or load bearing or not) inside the Coloured Yellow Areas;
- (d) the inner half of any non-structural or non-load bearing elements separating any Coloured Yellow Areas from any domestic unit in the Phase (or of any balcony, utility platform, flat roof, roof or garden held with and forming part of the domestic unit) or from any area which is coloured on the Plans or the Principal Deed Plans as any other type of Common Parts;
- (e) the façade, external walls (whether structural or not) including any curtain wall forming part thereof (and the frames, glass, cast-in anchors and other components of the curtain wall system including any openable window installed therein or thereto) and any non-structural prefabricated external walls (which are (for identification purpose) shown edged with red dotted lines on the Plans)) and external parapets of the Phase (including the glazing, windows, window panes, window frames, louvers, louvers frames, external finishes, claddings and architectural fins and features thereon, if any), excluding any glazing, window panes, window frames, doors, door frames, louvers, louver frames forming part of the Phase 3A Development Common Parts or Phase 3A Parking Common Parts;
- (f) all lifts located in the Coloured Yellow Areas and associate fittings, fixtures, equipment, installations, lift shafts and lift pits of the Coloured Yellow Areas;
- (g) any water-proofing system on the top of the floor slab of any Coloured Yellow Areas;
- (h) the structural and load bearing elements of the Phase which only serves or supports the Flats and/or any Coloured Yellow Area;
- (i) the loading and unloading spaces in the Phase provided under Special Condition Nos.(37) of the Land Grant;
- (j) the Phase 3A Recreational Facilities;
- (k) the Phase 3A Greenery Areas;
- (l) the Phase 3A Residential Common Parking Spaces and the electric vehicle charging enabling facilities (if any) and the associated installations installed or to be installed for serving one or more Phase 3A Residential Common Parking Spaces exclusively;
- (m) Phase 3A Wider Common Corridors and Lift Lobbies;
- (n) Phase 3A Covered Landscape and Play Areas;
- (o) the part of Phase 3A Horizontal Screen / Covered Walkway in the Coloured

Yellow Areas;

- (p) the lift lobbies serving the fireman's lift and all protected lobbies to required staircases within the Phase; and
- (q) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits in the Phase serving exclusively any or some of the above;
- "Phase 3A Transformer Room Facilities" means the transformer rooms in the Phase (which are for identification purpose marked "TRANSFORMER ROOM 3" and "TRANSFORMER ROOM 4" on the Plans) and cable accommodations and all associated facilities;
- "Phase 3A Visitors' Parking Space" means a car parking space provided in the Phase under Special Condition No. (36)(a)(iii) of the Land Grant which are (for identification purpose) coloured yellow cross-hatched black on the Plans, excluding however any Phase 3A Parking Space for Disabled Persons;
- "Phase 3A Wider Common Corridors and Lift Lobbies" means the wider common corridors and lift lobbies in the residential tower of the Phase which are (for identification purpose) shown edged with brown dotted lines on the Plans;
- "Phase 3A Works and Installations" means the major works and installations in the Phase, which will require regular maintenance on a recurrent basis, that is to say those listed out in Schedule 3 as may be revised in accordance with clause 14.11(d) of the Principal Deed;
- "Phasing Plans" means the plans annexed to this Deed as Appendix 2, the accuracy of which has been certified by or on behalf of the Authorized Person;
- "Plans" means the plans annexed to this Deed as Appendix 1, the accuracy of which has been certified by or on behalf of the Authorized Person;
- "Principal Deed" means the Deed of Mutual Covenant and Management Agreement of "KOKO HILLS Development", Nos. 3 and 8 Ko Ling Road, Kowloon, Hong Kong erected on the Land entered into by the First Owner, [insert the name of the First Assignee under the Principal Deed] and the Company on [insert date of the Principal Deed] and registered at the Land Registry with Memorial No.[insert Memorial No. of the Principal Deed];
- "Principal Deed Plans" means the plans annexed to the Principal Deed as Appendix 1;
- "Residential Common Parking Spaces" has the meaning given in the Principal Deed;
- "Residential Common Parts" has the meaning given in the Principal Deed;
- "Right to Occupy" has the meaning given in the Principal Deed;

"Share" has the meaning given in the Principal Deed;

"Slope Structures" has the meaning given in the Principal Deed;

"Subsequent Phase" has the meaning given in the Principal Deed;

"Subsequent Phase Sub-Deed" has the meaning given in the Principal Deed; and

"Unit" has the meaning given in the Principal Deed.

## 2. <u>INTERPRETATION</u>

In this Deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include every gender;
- (c) words importing persons include firms, companies, corporations and unincorporated bodies and vice versa;
- (d) references to Clauses, Schedules and Appendices are references to the relevant clause in or schedule or appendix to this Deed;
- (e) the index and headings to the Clauses, Schedules, Appendices and paragraphs shall not affect the interpretation of this Deed;
- (f) references to a specific ordinance include any extension, modification or re-enactment of that ordinance and any delegated legislation made under it;
- (g) references to any obligation on any person not to do any act or thing include an obligation not to allow that act or thing to be done by another person;
- (h) without prejudice to any other provisions of this Deed, references to any Government bureau, department or official shall include a reference to any other Government bureau, department or official from time to time substituting the first mentioned Government bureau, department or official or performing (in whole or in part) such of the functions performed by the first mentioned Government bureau, department or official on the date of execution of this Deed as are relevant for the purpose of this Deed;
- (i) references to "law" include all rules of common law and equity, ordinances, subsidiary and subordinate legislation, orders, rules and regulations, any other matters having the force of law, any notice, order, demand or communication of a similar nature issued pursuant to any of the above or any order, decree, judgment, award or decision of any court or tribunal;
- (j) references to "losses" or "liabilities" include all liabilities, damage, loss, damages, costs, disbursements, expenses, claims and proceedings;

- (k) references to any Unit, any Flat, any Parking Space, the Phase 3A Common Parts, the Phase 3A Development Common Parts, the Phase 3A Residential Common Parts, the Phase 3A Parking Common Parts, the Development, the Phase and the Land are references to each and every part thereof;
- (l) terms (other than those set out in Clause 1) defined in the Principal Deed shall have the same meaning when used in this Deed; and
- (m) in construing this Deed, the ejusdem generis rule of construction shall not apply.

### 3. <u>RECITALS</u>

- 3.1 <u>First Owner's title</u>. Immediately before the assignment to the First Assignee referred to in Clause 3.3, the First Owner was the registered owner and was in possession of the Phase.
- 3.2 <u>Allocation of Shares</u>. For the purposes of sale, the Phase has been notionally divided into Shares which have been allocated as provided in Schedule 1.
- 3.3 <u>Assignment to the First Assignee</u>. By an assignment of the same date as this Deed made between the First Owner and the First Assignee, the First Owner assigned the First Assignee's Unit to the First Assignee.
- 3.4 <u>Purpose of Deed</u>. This Deed is supplemental to the Principal Deed. The parties have agreed to enter into this Deed to sub-allocate Shares and allocate Management Shares to different parts of the Phase and identify those parts of the Phase which will form part of the Common Parts under the Principal Deed.

### 4. PHASE 3A COMMON PARTS

- 4.1 <u>Designation of Common Parts, etc..</u>
  - (a) The Phase 3A Common Parts are Common Parts designated under a Subsequent Phase Sub-Deed.
  - (b) The Phase 3A Development Common Parts are Development Common Parts designated under a Subsequent Phase Sub-Deed.
  - (c) The Phase 3A Residential Common Parts are Residential Common Parts designated under a Subsequent Phase Sub-Deed.
  - (d) The Phase 3A Parking Common Parts are Parking Common Parts designated under a Subsequent Phase Sub-Deed.
  - (e) The Phase 3A Transformer Room Facilities are "such other Transformer Room Facilities referred to under a Subsequent Phase Sub-Deed" as referred to in the definition of "Transformer Room Facilities" in the Principal Deed.

- (f) The Phase 3A Covered Landscape and Play Areas falls within the "covered landscape and play area(s) in one or more Subsequent Phases which is/are to be identified as such in the Subsequent Phase Sub-Deed Plans" as referred to in the definition of "Covered Landscape and Play Areas" in the Principal Deed.
- (g) The Phase 3A Horizontal Screen / Covered Walkway falls within the "horizontal screen or covered walkway in the Development which are for identification purposes shown edged with indigo dotted lines on the Plans or the Subsequent Phase Sub-Deed Plans" as referred to in the definition of "Horizontal Screen / Covered Walkway" in the Principal Deed.
- 4.2 <u>Assignment of Phase 3A Common Parts Shares</u>. Immediately after the execution of this Deed, the First Owner shall assign to and vest in the Company as trustee for all Owners of the Land the Phase 3A Common Parts and all Phase 3A Common Parts Shares allocated to the Phase 3A Common Parts free of costs or consideration.

### 5. RIGHTS AND OBLIGATIONS OF OWNERS

- 5.1 <u>First Owner</u>. The First Owner shall have the Right to Occupy the entire Phase (other than the First Assignee's Unit and the Phase 3A Common Parts) subject to and with the benefit of the Principal Deed and this Deed.
- 5.2 <u>First Assignee</u>. The First Assignee shall, subject to and with the benefit of the Principal Deed and this Deed, have the Right to Occupy the First Assignee's Unit to the exclusion of the First Owner.
- Share(s) and the attached Right to Occupy subject to and with the benefit of the Principal Deed and this Deed and the rights contained in Schedule 3 of the Principal Deed. Each Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the Owner of a Unit in the Phase from time to time of such Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in the Principal Deed and this Deed.
- Owners in the Phase bound by the Principal Deed and this Deed. Without prejudice to the rights of the First Owner in Clause 5.1 and Schedule 6 of the Principal Deed, each Owner of a Unit in the Phase (including the First Owner) shall observe and perform the covenants contained in the Principal Deed (including Schedule 5 of the Principal Deed) and this Deed.

### 6. APPOINTMENT OF MANAGER

6.1 <u>Appointment of the Company as Manager</u>. The Company has been appointed as the Manager of the Development under Clause 7.1 of the Principal Deed.

### 7. <u>MISCELLANEOUS PROVISIONS</u>

### 7.1 <u>Phase 3A Common Parts Shares held by Manager.</u>

(a) Notwithstanding anything in the Principal Deed or this Deed, the Phase 3A Common Parts Shares shall not carry any liability to contribute to the Management Expenses, or make any payment under the Principal Deed or this Deed, and the Phase 3A Common Parts Shares shall not carry any voting rights (at any meeting whether held under the Principal Deed, the Ordinance or otherwise) or be taken into account in calculating the quorum at any meeting.

### (b) The Manager shall:

- (i) hold all Phase 3A Common Parts Shares and Phase 3A Common Parts assigned to it as trustee for the benefit of all Owners of the Land, subject to the Land Grant, the Principal Deed and this Deed; and
- (ii) subject to Clause 7.1(c), assign the Phase 3A Common Parts Shares and the Phase 3A Common Parts free of costs and consideration to the successor of the Manager upon termination of its appointment as Manager.
- (c) The Owners' Corporation (when formed) may at any time require the Manager to assign or transfer to it the Phase 3A Common Parts Shares and the Phase 3A Common Parts and the management responsibilities free of costs and consideration. The Phase 3A Common Parts Shares and the Phase 3A Common Parts assigned to the Owners' Corporation under this Deed shall be held by the Owners' Corporation on trust for the benefit of all Owners of the Land subject to the Land Grant, the Principal Deed and this Deed.

### 7.2 Land Grant.

- (a) Nothing in this Deed shall conflict with or be in breach of the conditions in the Land Grant. If any provision contained in this Deed conflicts with the Land Grant, the Land Grant shall prevail.
- (b) All the Owners of Units in the Phase (including the First Owner) and the Manager hereby covenant with each other to comply with the conditions of the Land Grant so long as they remain as Owners and Manager.
- 7.3 <u>Deed binding on executors etc.</u> This Deed shall bind the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden of the covenants in this Deed shall be annexed to and run with the Shares and the attached Right to Occupy, the Units and the Phase 3A Common Parts.

### 7.4 Chinese translation and copies of the Plans.

- (a) The First Owner shall at its own cost make a direct translation in Chinese of this Deed and shall deposit the same and a copy of this Deed within one month after the date of this Deed in the management office of the Development. After the depositing of a copy of this Deed and the aforesaid direct translation, all Owners may inspect the same at the management office of the Development during normal office hours free of charge. A photocopy of the copy of this Deed or the said direct translation deposited shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. Any monies paid as such a charge shall be credited to the Special Fund. In any dispute between the Chinese translation and the English document, the English version of this Deed shall prevail.
- (b) The Manager shall keep copies of the Plans and the Phasing Plans in the management office of the Development. All Owners may inspect the same at the management office of the Development during normal office hours free of charge. A photocopy of the copies of the Plans and the Phasing Plans deposited shall be provided to any Owner upon request at the expense of such Owner and on the payment of a reasonable charge. Any monies paid as such a charge shall be credited to the Special Fund.
- 7.5 <u>The Ordinance.</u> Nothing in this Deed shall prejudice the operation of the Ordinance.
- 7.6 Works and installations.
  - (a) The Phase 3A Works and Installations are Works and Installations designated under a Subsequent Phase Sub-Deed.
  - (b) The First Owner shall at its own expense compile for the reference of the Owners and the Manager a maintenance manual for the Phase 3A Works and Installations which shall set out the following details:
    - (i) as-built record plans of the Development and the Phase 3A Works and Installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all Phase 3A Works and Installations;
    - (ii) all warranties and guarantees (if any) provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all Phase 3A Works and Installations;
    - (iii) recommended maintenance strategy and procedures for the Phase 3A Works and Installations;
    - (iv) a list of items of the Phase 3A Works and Installations requiring routine maintenance and:
      - (1) the recommended frequency of routine maintenance inspection; and

(2) checklist and typical inspection record sheets for routine maintenance inspection;

of such Phase 3A Works and Installations; and

(v) recommended maintenance cycle of the Phase 3A Works and Installations.

### 7.7 Green and innovative features and other features.

- (a) The counter for watchmen, caretakers and management staff marked as "CARETAKERS' COUNTER" on the Plans shall only be used as such a counter.
- (b) The guard room for caretakers marked as "GUARD ROOM" on the Plans shall only be used as such guard room.
- (c) Any covered area in the Phase forming part of a Flat beneath a balcony, utility platform or air-conditioner platform shall only be used as a covered area beneath that balcony, utility platform or air-conditioner platform.
- 7.8 <u>Construction of a Subsequent Phase.</u> The First Owner shall provide, at his own expense, temporary noise abatement and dust protection measures within the Development in relation to the Units in the Phase so as to minimize inconvenience to the Owners and occupiers of those Units arising from the continuing construction of the Subsequent Phase(s) of the Development on the Land.

### 7.9 Air-conditioner platform.

- (a) The air-conditioner platforms provided on balconies and/or utility platforms and marked with "ACP." on the Plans are hereby designated as "areas for air-conditioning".
- (b) Individual air-conditioner platforms must not be erected at the external walls of the buildings of the Phase.

## **SCHEDULE 1**

# Allocation of Shares

# Part 1 General Allocation of Shares in the Phase

PART OF THE DEVELOPMENT CONCERNED	SHARES
Flats in the Phase	15,843(Note 1)
Parking Spaces in the Phase	162 (Note 2)
Phase 3A Common Parts	1,000
TOTAL	17,005

### Note:

- 1. Allocation of Shares among the Flats in the Phase is shown in Part 2.
- 2. Allocation of Shares among the Parking Spaces in the Phase is shown in Part 3

Part 2
Allocation of Shares among the Flats in the Phase

Shares are allocated to the Flats in the Phase as follows.

Tower 6

Flat Floor	A	В	С	D	Е	F	G	Н	J	K
1/F	40*	40*	40	40	38*	46*				27*
2/F	45	44	40	40	39	46			26*	29
3/F	45	44	40	40	39	46	42*	38*	28	29
5/F	45	44	40	40	39	46	44	39	28	29
6/F	45	44	40	40	39	46	44	39	28	29
7/F	45	44	40	40	39	46	44	39	28	29
8/F	45	44	40	40	39	46	44	39	28	29
9/F	45	44	40	40	39	46	44	39	28	29
10/F	45	44	40	40	39	46	44	39	28	29
11/F	45	44	40	40	39	46	44	39	28	29
12/F	45	44	40	40	39	46	44	39	28	29
15/F	45	44	40	40	39	46	44	39	28	29
16/F	45	44	40	40	39	46	44	39	28	29
17/F	45	44	40	40	39	46	44	39	28	29
18/F	45	44	40	40	39	46	44	39	28	29
19/F	45	44	40	40	39	46	44	39	28	29
20/F	45	44	40	40	39	46	44	39	28	29
21/F	45	44	40	40	39	46	44	39	28	29
22/F	45	44	40	40	39	46	44	39	28	29
23/F	45	44	40	40	39	46	44	39	28	29
25/F	49^	47^	42^	43^	42^	49^	48^	43^	29^	31^

Tower 7

Flat Floor	A	В	С	D	Е	F	G	Н	J
1/F	39*	42*	41*	41*	40*	26*	42*	40*	40*
2/F	41	44	43	43	42	29	44	41	41
3/F	41	44	43	43	42	29	44	41	41
5/F	41	44	43	43	42	29	44	41	41
6/F	41	44	43	43	42	29	44	41	41
7/F	41	44	43	43	42	29	44	41	41
8/F	41	44	43	43	42	29	44	41	41
9/F	41	44	43	43	42	29	44	41	41
10/F	41	44	43	43	42	29	44	41	41
11/F	41	44	43	43	42	29	44	41	41
12/F	41	44	43	43	42	29	44	41	41
15/F	41	44	43	43	42	29	44	41	41
16/F	41	44	43	43	42	29	44	41	41
17/F	41	44	43	43	42	29	44	41	41
18/F	41	44	43	43	42	29	44	41	41
19/F	41	44	43	43	42	29	44	41	41
20/F	41	44	43	43	42	29	44	41	41
21/F	41	44	43	43	42	29	44	41	41
22/F	41	44	43	43	42	29	44	41	41
23/F	41	44	43	43	42	29	44	41	41
25/F	96*^		100^		45^	30^	47^	45^	45^

# **Notes:**

- (1) There are no designations of 4th, 13th, 14th and 24th Floors.
- (2) There is no designation of Flat I.
- \* denotes those Flats which include the flat roof(s) held therewith.
  - ^ denotes those Flats which include the roof(s) held therewith.

Part 3

Allocation of Shares among the Parking Spaces in the Phase

Shares are allocated to the Parking Spaces in the Phase as follows.

Space Type	No. of Spaces	Shares
Car Parking Spaces	12	156 (13 Shares per Parking Space)
Motorcycle Parking Spaces	3	6 (2 Shares per Parking Space)
	TOTAL	162

16

### **SCHEDULE 2**

### Management Shares

# Part 1 General Allocation of Management Shares in the Phase

PART OF THE DEVELOPMENT CONCERNED	MANAGEMENT SHARES
Flats in the Phase	15,843 (Note 1)
Parking Spaces in the Phase	162 (Note 2)
TOTAL	16,005

### **Notes:**

- 1. Allocation of Management Shares among the Flats in the Phase is shown in Part 2.
- 2. Allocation of Management Shares among the Parking Spaces in the Phase is shown in Part 3.

Part 2
Allocation of Management Shares among the Flats in the Phase

Management Shares are allocated to the Flats in the Phase as follows.

## Tower 6

Flat Floor	A	В	С	D	Е	F	G	Н	J	K
1/F	40*	40*	40	40	38*	46*				27*
2/F	45	44	40	40	39	46			26*	29
3/F	45	44	40	40	39	46	42*	38*	28	29
5/F	45	44	40	40	39	46	44	39	28	29
6/F	45	44	40	40	39	46	44	39	28	29
7/F	45	44	40	40	39	46	44	39	28	29
8/F	45	44	40	40	39	46	44	39	28	29
9/F	45	44	40	40	39	46	44	39	28	29
10/F	45	44	40	40	39	46	44	39	28	29
11/F	45	44	40	40	39	46	44	39	28	29
12/F	45	44	40	40	39	46	44	39	28	29
15/F	45	44	40	40	39	46	44	39	28	29
16/F	45	44	40	40	39	46	44	39	28	29
17/F	45	44	40	40	39	46	44	39	28	29
18/F	45	44	40	40	39	46	44	39	28	29
19/F	45	44	40	40	39	46	44	39	28	29
20/F	45	44	40	40	39	46	44	39	28	29
21/F	45	44	40	40	39	46	44	39	28	29
22/F	45	44	40	40	39	46	44	39	28	29
23/F	45	44	40	40	39	46	44	39	28	29
25/F	49^	47^	42^	43^	42^	49^	48^	43^	29^	31^

Tower 7

Flat Floor	A	В	С	D	Е	F	G	Н	J
1/F	39*	42*	41*	41*	40*	26*	42*	40*	40*
2/F	41	44	43	43	42	29	44	41	41
3/F	41	44	43	43	42	29	44	41	41
5/F	41	44	43	43	42	29	44	41	41
6/F	41	44	43	43	42	29	44	41	41
7/F	41	44	43	43	42	29	44	41	41
8/F	41	44	43	43	42	29	44	41	41
9/F	41	44	43	43	42	29	44	41	41
10/F	41	44	43	43	42	29	44	41	41
11/F	41	44	43	43	42	29	44	41	41
12/F	41	44	43	43	42	29	44	41	41
15/F	41	44	43	43	42	29	44	41	41
16/F	41	44	43	43	42	29	44	41	41
17/F	41	44	43	43	42	29	44	41	41
18/F	41	44	43	43	42	29	44	41	41
19/F	41	44	43	43	42	29	44	41	41
20/F	41	44	43	43	42	29	44	41	41
21/F	41	44	43	43	42	29	44	41	41
22/F	41	44	43	43	42	29	44	41	41
23/F	41	44	43	43	42	29	44	41	41
25/F	96*^		100^		45^	30^	47^	45^	45^

Note: the same notes in Part 2 of Schedule 1 apply.

Part 3

Allocation of Management Shares among the Parking Spaces in the Phase

Management Shares are allocated to the Parking Spaces in the Phase as follows.

Space Type	No. of Spaces	Management Shares
Car Parking Spaces	12	156 (13 Management Shares per Parking Space)
Motorcycle Parking Spaces	3	6 (2 Management Shares per Parking Space)
	TOTAL	162

# **SCHEDULE 3**

# PHASE 3A WORKS AND INSTALLATIONS

[The	following works and installations in the Phase:
(i)	structural elements;
(ii)	external wall finishes and roofing materials;
(iii)	fire safety elements;
(iv)	the Slope Structures;
(v)	plumbing system;
(vi)	drainage system;
(vii)	fire services installations and equipment;
(viii)	electrical wiring system;
(ix)	lift installations;
(x)	gas supply system;
(xi)	window installations;
(xii)	gondola systems;
(xiii)	car park ventilation system;
(xiv)	curtain wall; and
(xv)	mechanical ventilation and air conditioning (MVAC) systems; and

(xvi) the landfill gas detection and mechanical ventilation system.]

IN	WITNESS	whereof	the	parties	have	executed	this	Deed	the o	day	and	year	first	above
wri	tten.													

<u>THE</u>	<b>FIRST</b>	<u>OWNER</u>

SEALED with the COMMON SEAL of the	)
	)
and SIGNED by	)
	)
	)
whose signature(s) is/are verified by:	)

## THE FIRST ASSIGNEE

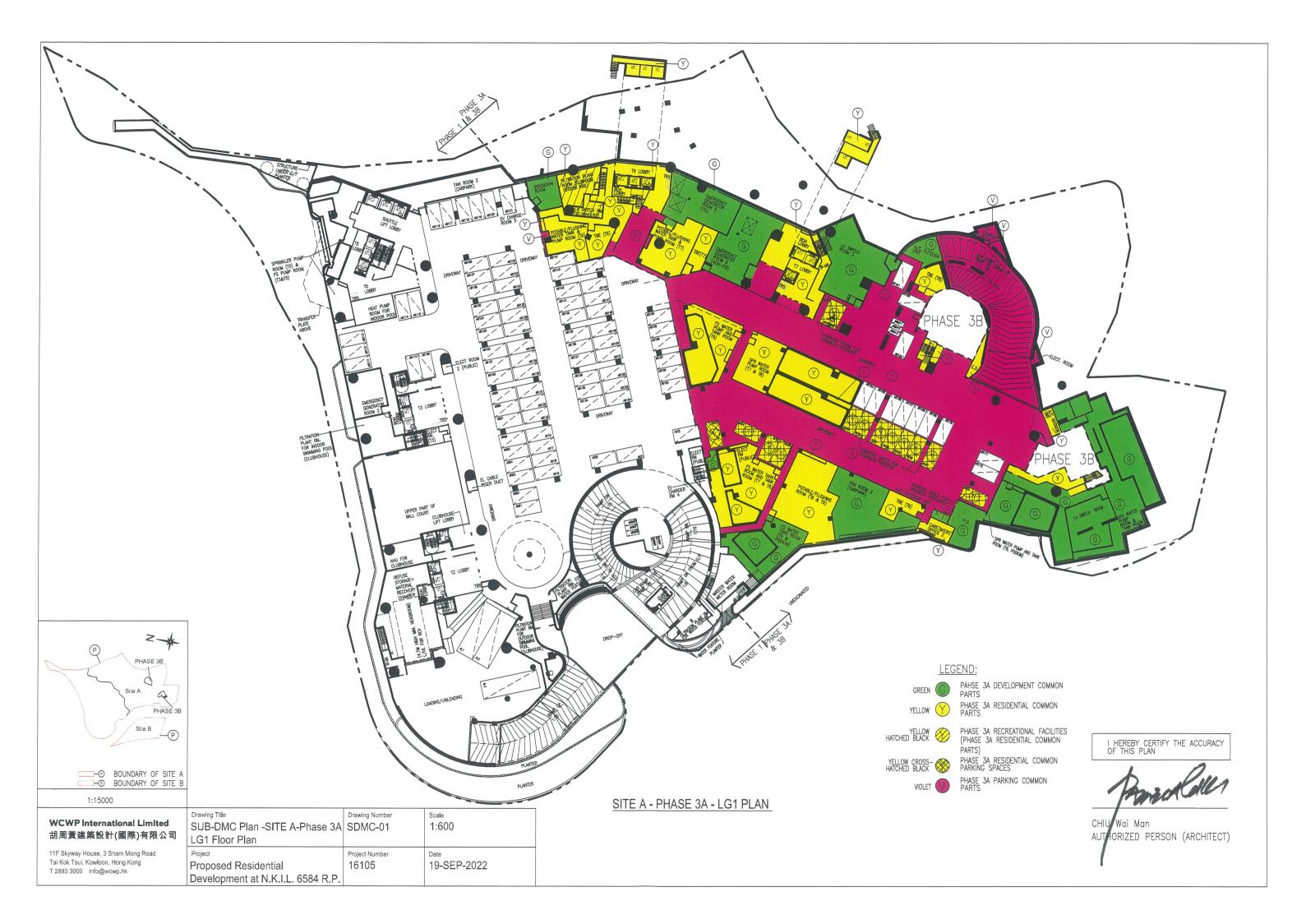
SEALED with the COMMON SEAL of	)
and SIGNED by	)
	)
whose signature(s) is/are verified by:	)
OR	
SIGNED SEALED and DELIVERED by	)
in the presence of:	)

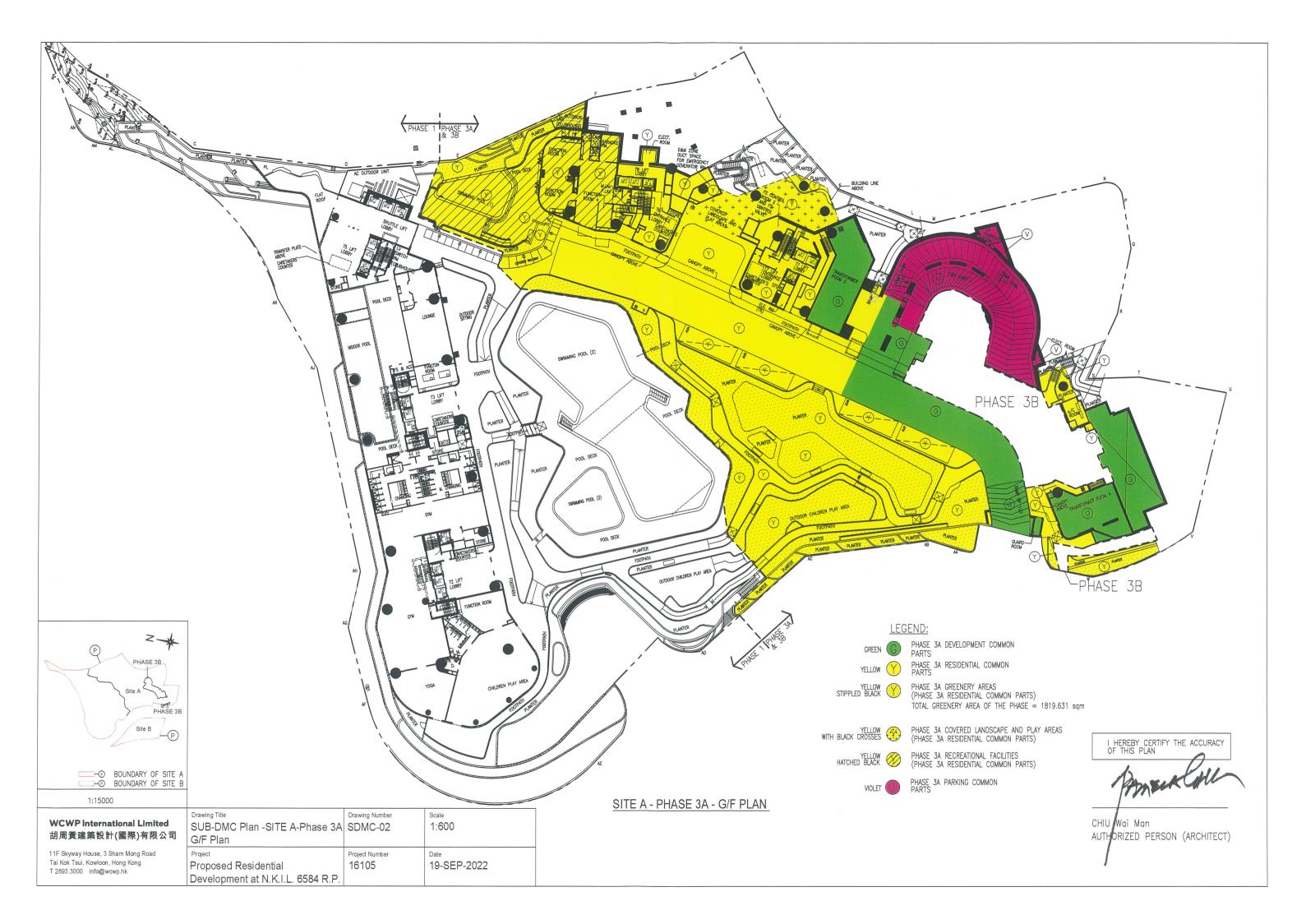
# THE COMPANY

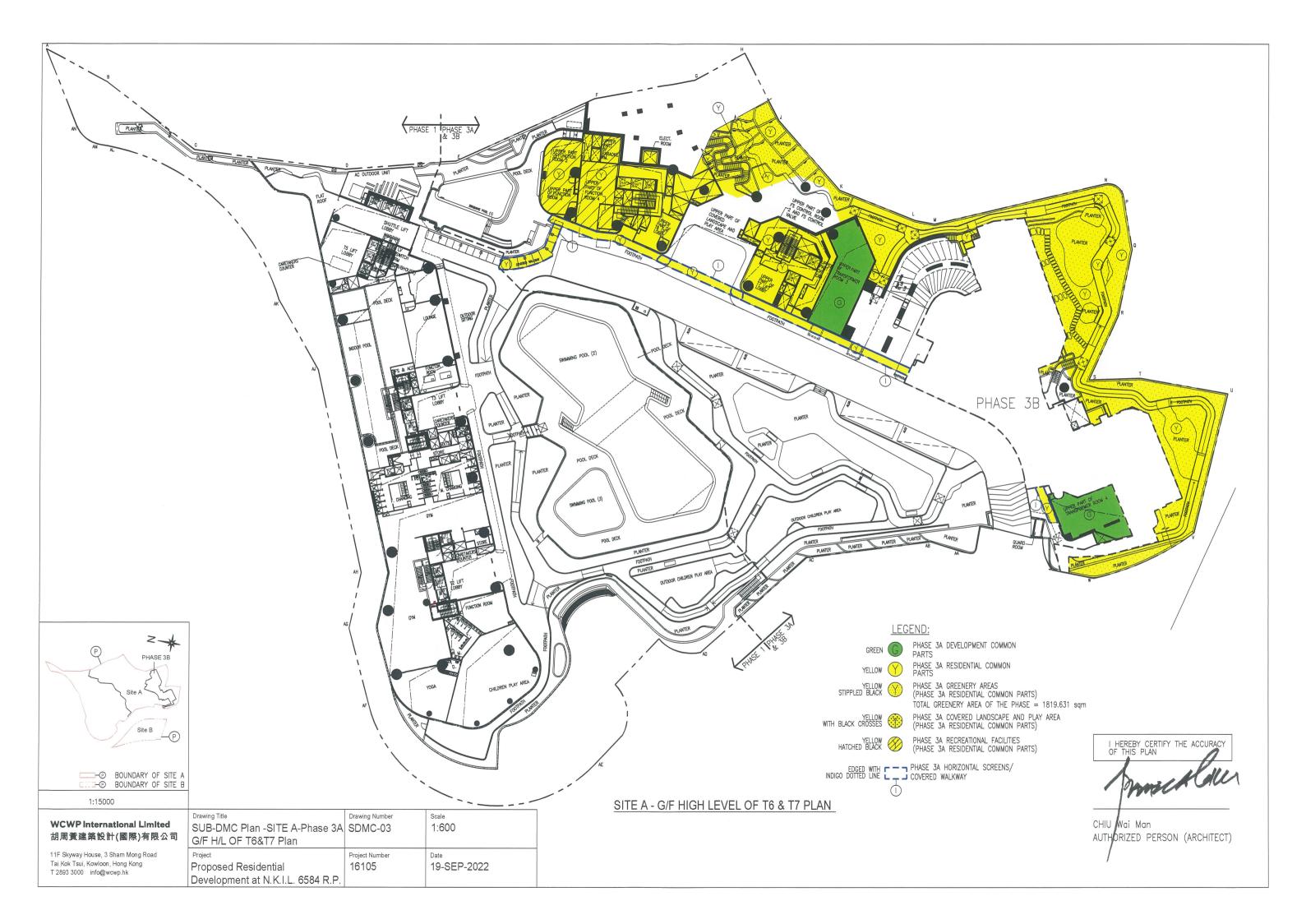
SEALED with the COMMON SEAL of	)
and SIGNED by	)
whose signature(s) is/are verified by:	)

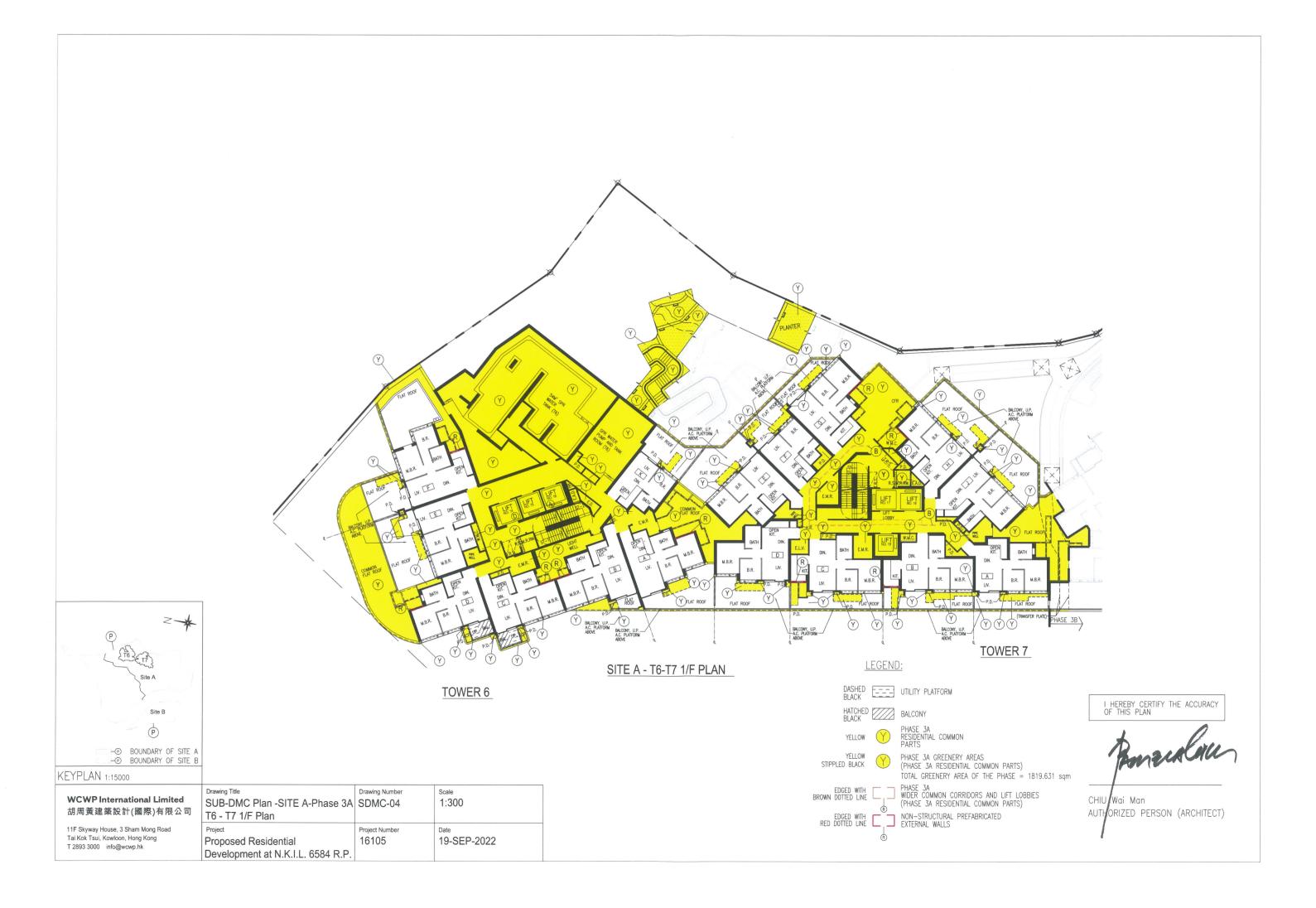
## **APPENDIX 1**

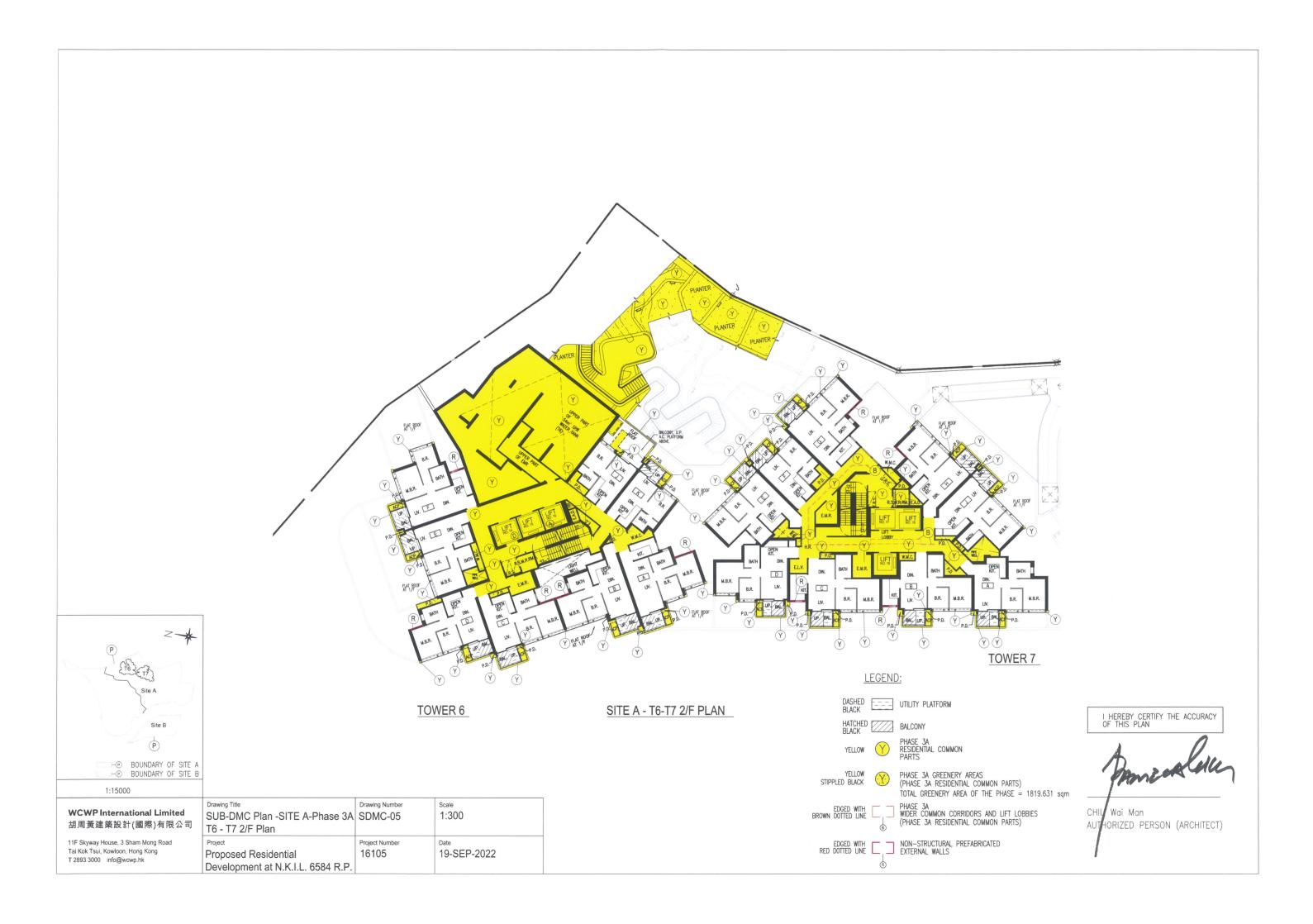
The Plans





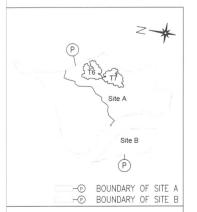














# PART PLAN OF T6 18/F UNIT B

1:15000			
WCWP International Limited 胡周黃建築設計(國際)有限公司	Drawing Title SUB-DMC Plan -SITE A-Phase 3A T6 - T7 TYP Plan	Drawing Number SDMC-07	Scale 1:300
11F Skyway House, 3 Sham Mong Road Tai Kok Tsui, Kowloon, Hong Kong T 2893 3000 info@wcwp.hk	Project Proposed Residential Development at N.K.I.L. 6584 R.P.	Project Number 16105	Date 19-SEP-2022

## LEGEND:

DASHED E--- UTILITY PLATFORM

BROWN EDGED WITH PHASE 3A WIDER COMMON CORRIDORS AND LIFT LOBBIES (PHASE 3A RESIDENTIAL COMMON PARTS)

REDGED WITH NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS

CHIU Wai Man

AUTHORIZED PERSON (ARCHITECT)

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN





# APPENDIX 2

The Phasing Plans

