### **BRIGHT STRONG LIMITED**

and

[ ]

and

### SUPREME MANAGEMENT SERVICES LIMITED

### SUB-DEED OF MUTUAL COVENANT

**OF** 

THE REMAINING PORTION OF LOT NO.1927 IN DEMARCATION DISTRICT NO.107 (PHASE 2C OF PARK VISTA DEVELOPMENT)

# MAYER · BROWN JSM

WKWC/AFK/12402274

#### **SECTION 1: PARTIES AND RECITALS**

**THIS SUB-DEED** is made the day of

#### BETWEEN

- (2) [ ] (hereinafter called the "Phase 2C First Assignee" which expression shall where the context so admits include his executors, administrators and assigns) of the second part; and

#### WHEREAS:-

- (A) This Sub-Deed is supplemental to the Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No. 16120200410023 (the "**Principal Deed**").
- (B) Immediately prior to the Assignment to the **Phase 2C First Assignee** hereinafter referred to the First Owner is the registered owner of and entitled to All Those 519,361 equal undivided 4,064,374th parts or shares of and in the **Lot** (as defined in the Principal Deed) and of and in the **Development** (as defined in the Principal Deed) Together with the sole and exclusive right and privilege to hold use occupy and enjoy the whole of Phase 2C subject to and with the benefit of the **Government Grant** (as defined in the Principal Deed) and the Principal Deed.
- (C) For the purpose of sale, All Those 519,361 equal undivided 4,064,374th parts or shares referred to in recital (B) are sub-allocated to the various parts of Phase 2C in the manner set out in the <u>Schedule</u> hereto.
- (D) By an Assignment of even date but executed immediately prior to the execution of these presents and made between the First Owner of the one part and the Phase 2C First Assignee of the other part, in consideration therein expressed the First Owner assigned unto the Phase 2C First Assignee All Those [ ] equal undivided 4,064,374th parts or shares of and in the Lot and of and in the Development Together with the sole and exclusive right and privilege to hold use occupy and enjoy All [That/Those] [ ] of Phase 2C subject to and together with the benefit of the Principal Deed and in particular, the easements rights and privileges specified in Second Schedule to the Principal Deed TO HOLD the same unto the Phase 2C First Assignee absolutely subject to the Government Grant and the Principal Deed.

- (E) The parties hereto have agreed to enter into this Sub-Deed in the manner hereinafter appearing.
- (F) The Director of Lands has given its approval to this Sub-Deed in accordance with Special Condition No. (32)(a) of the Government Grant.

#### NOW THIS SUB-DEED WITNESSETH as follows:-

#### **SECTION 2: DEFINITIONS**

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

### "Carpark Common Areas and Facilities within Phase 2C"

means and includes, in so far as they are within Phase 2C:-

- (a) all the driveways, passages, ramps, permanent artificial lighting at staircases and the backup automatic activated emergency lighting system; and
- (b) such other areas, apparatus, devices, systems and facilities of and in the Carpark Areas intended for the common use and benefit of the Owners, occupiers or licensees of the Parking Spaces and their bona fide guests, visitors, tenants, servants, agents, licensees or invitees,

which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Grey on the plans certified by the Authorized Person and annexed hereto,

but excluding:-

- (i) the Parking Spaces within Phase 2C;
- (ii) the Development Common Areas and Facilities within Phase 2C and the Residential Common Areas and Facilities within Phase 2C; and
- (iii) such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner;

### "Common Areas and Facilities within Phase 2C"

means collectively the Development Common Areas and Facilities within Phase 2C, the Residential Common Areas and Facilities within Phase 2C and the Carpark Common Areas and Facilities within Phase 2C;

### "Development Common Areas and Facilities within Phase 2C"

means and includes, in so far as they are within Phase 2C:-

- (a) the Decks over the Drainage Reserve, the Existing Tracks, the Internal Access Road, the New Tracks;
- (b) other parts of Phase 2C which are intended for common use and benefit of the Development including but not limited to the external walls, the emergency vehicular access, loading and unloading spaces (excluding the Residential Loading and Unloading Spaces), passages, entrances, walkways, stairways, landings, platforms, boundary fence walls, lobbies, service areas, driveways, roadways and pavements, ramps, drainage connection, landscaped areas, water features, planters and such of the drains, channels, water mains, sewers, wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Lot through which fresh or salt water, sewage, gas, telephone, electricity and other services are supplied to the Development, trees, shrubs and other plants and vegetation, lamp posts and other lighting facilities, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and any other mechanical systems, devices or facilities installed or provided in the Development intended for common use and benefit of the Development;
- (c) to the extent not specifically provided in sub-paragraphs (a) and (b) above, such other parts of Phase 2C:-
  - (i) covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344); and/or
  - (ii) fall within the categories as specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344);

which are (insofar as they are capable of being identified and shown on plans) for the purposes of identification only shown coloured Green on the plans certified by the Authorized Person and annexed hereto,

#### but excluding:-

- (i) the Residential Common Areas and Facilities within Phase 2C and the Carpark Common Areas and Facilities within Phase 2C; and
- (ii) such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner;

### "Greenery Areas within Phase 2C"

means the greenery areas and water features within Phase 2C which are for identification purpose shown coloured Yellow on the Phase 2C Greenery Areas plan certified by the Authorized Person and annexed hereto;

### "Non-enclosed Areas within Phase 2C"

means collectively:-

- (a) the balconies and the covered areas beneath the balconies which are for the purposes of identification only shown coloured Orange on the plans certified by the Authorized Person and annexed hereto; and
- (b) the utility platforms and the covered areas beneath the utility platforms of the Residential Units within Phase 2C which are for the purposes of identification only shown coloured Violet on the plans certified by the Authorized Person and annexed hereto;

### "Phase 2C"

comprises Towers 31, 32, 33, 35 and 36 (which Towers for the purpose of property description of the Residential Units therein are further divided into Tower 31A, Tower 31B, Tower 32A, Tower 32B, Tower 33A, Tower 33B, Tower 35A and Tower 35B, Tower 36A and Tower 36B respectively), podium floors, 130 Residential Car Parking Spaces and 13 Residential Motor Cycle Parking Spaces, which Phase 2C is for the purpose of identification shown coloured Red on the phasing plan certified as to their accuracy by the Authorized Person and annexed hereto;

#### "Residential Common Areas and Facilities within Phase 2C"

means and includes, in so far as they are within Phase 2C:-

- (a) the curtain walls (excluding all windows forming part of the Residential Units), external walls, architectural fin noise barriers, reinforced concrete parapet wall acting as noise barrier and surfaces of the Residential Accommodation;
- (b) the Recreational Areas and Facilities, the Visitor Parking Spaces, the Bicycle Parking Spaces, the Residential Loading and Unloading Spaces, the acoustic fins, covered landscape areas, and such of the passages, common corridors and lift lobbies (including widened common corridors and lift lobbies for the purposes of identification only as shown coloured Yellow Stippled Black on the plans annexed hereto), entrances, landings, halls, entrance lobbies, caretaker rooms, Greenery Areas within Phase 2C, guard houses, horizontal screens/trellis, structural walls, stairways, air handling unit rooms, air

conditioning platforms, cleaning water plant rooms, communal television and radio aerial systems for reception of television and radio broadcast, telecommunications and broadcasting distribution networks, electrical cabinet, electrical ducts, electrical rooms, electrical meter cabinet, extra low voltage ducts, emergency generator rooms, fire services & sprinkler pump room, fire services control rooms, fire services pump rooms, fire services riser ducts, fire services water pump and tank rooms, fan rooms, filtration plants rooms, flushing water pump rooms, pipe ducts, potable and flushing water pump rooms, refuse storage and material recovery rooms, sprinkler control valve rooms, sprinkler pump rooms, sprinkler pump and water tank rooms, switch rooms, telecommunication broadcasting equipment rooms, telecommunication ducts, transformer rooms, variable refrigerant volume rooms, water meter cabinet, store rooms, common flat roofs, roofs and flat roofs not forming parts of the Residential Units, meter rooms and meter spaces and roof thereof and such of the lifts, lift shafts, firemen's lifts, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system, permanent artificial lighting at staircases and the backup automatic activated emergency lighting system; and

(c) such other areas, apparatus, devices, systems and facilities of and in the Residential Accommodation intended for the common use and benefit of the Owners, residents or tenants of the Residential Accommodation and their bona fide guests, visitors or invitees,

which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Yellow and Yellow Stippled Black on the plans certified by the Authorized Person and annexed hereto;

### but excluding:-

- (i) the Development Common Areas and Facilities within Phase 2C and the Carpark Common Areas and Facilities within Phase 2C; and
- (ii) such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner.
- (2) Expressions used in this Sub-Deed shall (unless otherwise specifically defined or redefined herein) have the meanings defined in the Principal Deed.
- (3) In these presents (if the context permits or requires) words importing the singular

number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and the neuter and vice versa and words importing persons shall include corporations and vice versa.

(4) References to any ordinance or statutory provisions shall include or mean any statutory amendments, modifications or re-enactments thereof from time to time being in force.

#### **SECTION 3: OPERATIVE PART**

### 1. Grant of rights to the First Owner

The First Owner shall at all times hereafter, subject to and with the benefit of the Government Grant, have the sole and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the Phase 2C First Assignee the whole of the Phase 2C together with the appurtenances thereto and the entire rents and profits thereof SAVE AND EXCEPT the Phase 2C First Assignee's Unit, the Common Areas and Facilities within Phase 2C and such Units which the First Owner had disposed of together with the Undivided Shares allocated thereto and SUBJECT TO the rights and privileges granted to the Phase 2C First Assignee by the aforesaid Assignment and SUBJECT TO the Principal Deed and the provisions of this Sub-Deed.

### 2. Grant of rights to the Phase 2C First Assignee

The Phase 2C First Assignee shall at all times hereafter, subject to and with the benefit of the Government Grant and these presents, have the full and exclusive right and privilege to hold, use, occupy and enjoy to the exclusion of the First Owner the Phase 2C First Assignee's Unit by the said Assignment together with the appurtenances thereto and the entire rents and profits thereof.

### 3. **Rights of all Owners**

Each Undivided Share allocated to any part of Phase 2C and the full and exclusive right and privilege to hold, use, occupy and enjoy any part of Phase 2C shall be held by the person or persons from time to time entitled thereto subject to and with the benefit of the rights and privileges provided in the <u>Second Schedule</u> to the Principal Deed and the express covenants and provisions therein contained.

### 4. Owners bound by covenants and restrictions

The Owner or Owners for the time being of each Undivided Share allocated to any part of Phase 2C shall at all times hereafter be bound by and shall observe and perform the covenants, provisions and restrictions contained in the Principal Deed and in the Third Schedule to the Principal Deed and such Owner shall comply with the House Rules from time to time in force so far as the same are binding on such Owner.

### 5. Right to assign without reference to other Owners

Subject to the Government Grant, every Owner of Phase 2C shall have the full right and liberty without reference to the other Owners or other persons who may be interested in any other Undivided Share or Shares in any way whatsoever and without the necessity of making such other Owners or other persons a party to the transaction to sell, assign, mortgage, lease, license or otherwise dispose of or deal with his Undivided Shares together with the exclusive right and privilege to hold, use, occupy and enjoy such part or parts of the Development which may be held therewith PROVIDED THAT any such sale, assignment, mortgage, lease or licence shall be made expressly subject to and with the benefit of the Principal Deed and this Sub-Deed.

### 6. Right to exclusive use not to be dealt with separately from Undivided Shares

The right to the exclusive use, occupation and enjoyment of balcony, utility platform, stairhood, flat roof, roof or garden specifically assigned by the First Owner shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit within Phase 2C with which such balcony, utility platform, stairhood, flat roof, roof or garden is held.

### 7. Common Areas and Facilities within Phase 2C

- (a) The Common Areas and Facilities within Phase 2C shall form part of the Common Areas and Facilities.
- (b) The Development Common Areas and Facilities within Phase 2C shall form part of the Development Common Areas and Facilities.
- (c) The Residential Common Areas and Facilities within Phase 2C shall form part of the Residential Common Areas and Facilities.
- (d) The Carpark Common Areas and Facilities within Phase 2C shall form part of the Carpark Common Areas and Facilities.

### 8. **Annual budget**

For the avoidance of doubt, upon the execution of this Sub-Deed,

- (a) the <u>first part</u> of the annual budget referred in Clause 15(a) of the Principal Deed shall cover as well all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is required for the proper management of the Development Common Areas and Facilities within Phase 2C;
- (b) the <u>second part</u> of the annual budget referred in Clause 15(b) of the Principal Deed shall cover as well all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is required for the proper management of the Residential Common Areas and Facilities within Phase 2C; and

(c) the <u>third part</u> of the annual budget referred in Clause 15(c) of the Principal Deed shall cover as well all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is required for the proper management of the Carpark Common Areas and Facilities within Phase 2C.

### 9. **Application of the Principal Deed**

All the covenants provisions terms stipulations and agreements and in particular the powers of the Manager contained in the Principal Deed shall in so far as the same are not inconsistent with the covenants and provisions herein contained apply and take effect and be binding on the parties hereto as if the same had been specifically set out in these presents in full.

### 10. Non-enclosed Areas within Phase 2C

All covenants provisions terms stipulations and agreements contained in the Principal Deed in respect of the Non-enclosed Areas shall apply to the Non-enclosed Areas within Phase 2C.

### 11. Assignment of Common Areas and Facilities within Phase 2C

Upon execution of this Sub-Deed, the First Owner shall assign to the Manager free of costs or consideration the whole of the Undivided Shares allocated to the Common Areas and Facilities within Phase 2C together with the Common Areas and Facilities within Phase 2C subject to and with the benefit of the Government Grant, the Principal Deed and this Sub-Deed. Such Undivided Shares together with the right to hold, use, occupy and enjoy the Common Areas and Facilities within Phase 2C shall be held by the Manager as trustee for the benefit of all the Owners for the time being and in the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager appointed in its stead in accordance with these presents, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration such Undivided Shares to the new manager upon the same trust PROVIDED THAT if an Owners' Corporation is formed under the Building Management Ordinance it may require the Manager for the time being or its liquidator or receiver (as the case may be) to assign such Undivided Shares and transfer the management responsibility to it free of costs or consideration and in which event the Manager shall assign free of costs or consideration the Undivided Shares allocated to the Common Areas and Facilities within Phase 2C together with the Common Areas and Facilities within Phase 2C and transfer free of costs or consideration the management responsibility to the Owners' Corporation which shall hold such Undivided Shares on trust for the benefit of all the Owners.

### 12. Compliance with the Government Grant

No provisions in this Sub-Deed shall conflict with or be in breach of the Government Grant and each Owner of Phase 2C (including the First Owner) shall comply with the terms and conditions of the Government Grant in so far as the same relate to his part of the Development and as one of the Owners for the time being of the Lot, and the Manager shall comply with the terms and conditions of the Government Grant so long

as it is the manager of the Development.

#### 13. Chinese translation

The First Owner shall at his own cost provide a direct translation in Chinese of this Sub-Deed and deposit a copy of this Sub-Deed and the Chinese translation in the management office within one month from the date hereof for inspection by all Owners free of costs and for taking of copies by the Owners at their expense and upon payment of a reasonable charge. All charges received must be credited to the Special Fund. In the event of any dispute arising out of the interpretation of the Chinese translation and the English version of this Sub-Deed, the English version of this Sub-Deed approved by the Director of Lands shall prevail.

#### 14. Plans of Common Areas and Facilities within Phase 2C

A copy of plans showing the Common Areas and Facilities within Phase 2C (if and where capable of being shown on plans) certified as to their accuracy by the Authorised Person are annexed to this Sub-Deed and shall be kept at the management office and shall be available for inspection by the Owners free of charge during normal office hours.

### 15. Sub-Deed binding on executors, etc.

The covenants and provisions of this Sub-Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns and the benefit and burden thereof shall be annexed to the Residential Units within Phase 2C, the Parking Spaces within Phase 2C and the Common Areas and Facilities within Phase 2C and to the Undivided Share or Shares held therewith.

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

# THE SCHEDULE

# **Allocation of Undivided Shares**

# **Section 1: Summary**

Phase	<u> 2C</u>	Undivid	led Shares
(A) (B) (C)	Residential Units within Phase 2C Parking Spaces within Phase 2C Common Areas and Facilities within Phase 2C		514,535 3,325 1,500
		Total for Phase 2C:	<u>519,360</u>

### **Section 2: Schedule of Allocation**

### (A) Residential Units within Phase 2C

Т	IN		F	Flat		
Tower	Floor	A	В	C	D	
	12/F	1,197	1,198	965	965	
	11/F	1,197	1,198	965	965	
	10/F	1,197	1,198	965	965	
	9/F	1,197	1,198	965	965	
	8/F	1,197	1,198	965	965	
Tower 31A	7/F	1,197	1,198	965	965	
Towel SIA	6/F	1,197	1,198	965	965	
	5/F	1,197	1,198	965	965	
	3/F	1,197	1,198	965	965	
	2/F	1,197	1,198	965	965	
	1/F	1,250	1,221	988	1,030	
		<u>-</u>	·-	Sub-total:	47,739	

Tr	Floor		F		
Tower	Floor	A	В	C	D
	12/F	2,073	2,097	-	-
	11/F	1,010	1,010	934	950
	10/F	1,010	1,010	934	950
	9/F	1,010	1,010	934	950
	8/F	1,010	1,010	934	950
Town 21D	7/F	1,010	1,010	934	950
Tower 31B	6/F	1,010	1,010	934	950
	5/F	1,010	1,010	934	950
	3/F	1,010	1,010	934	950
	2/F	1,010	1,010	934	950
	1/F	1,051	1,035	953	987
				Sub-total:	43,332

**Total for Tower 31** 

91,071 Undivided Shares

- 1. There is no 4/F in the nomenclature system for the naming of floors for the Development.
- 2. Flat A to D of Tower 31A and Tower 31B, 1/F provide with flat roof adjacent thereto.
- 3. Flat A to D of Tower 31A and Tower 31B, 2/F to 11/F provide with balcony thereof.
- 4. Flat A and B of Tower 31B, 2/F to 11/F provide with utility platform thereof.
- 5. Flat A to D of Tower 31A, 12/F provide with balcony thereof.
- 6. Flat A and B of Tower 31B, 12/F provide with flat roof adjacent thereto, stairhood appertaining thereto and roof(s) thereabove.

Т	IDI		Flat					
Tower	Floor	A	В	C	D	E	F	
	16/F	710	707	702	710	436	436	
	15/F	710	707	702	710	436	436	
	12/F	710	707	702	710	436	436	
	11/F	710	707	702	710	436	436	
	10/F	710	707	702	710	436	436	
	9/F	710	707	702	710	436	436	
Tower 32A	8/F	710	707	702	710	436	436	
Towel 32A	7/F	710	707	702	710	436	436	
	6/F	710	707	702	710	436	436	
	5/F	710	707	702	710	436	436	
	3/F	710	707	702	710	436	436	
	2/F	710	707	702	710	436	436	
	1/F	740	733	714	725	448	441	
						Sub-total:	48,213	

Т	TNI		Flat						
Tower	Floor	A	В	C	D	E	F		
	16/F	710	704	703	710	436	436		
	15/F	710	704	703	710	436	436		
	12/F	710	704	703	710	436	436		
	11/F	710	704	703	710	436	436		
	10/F	710	704	703	710	436	436		
	9/F	710	704	703	710	436	436		
Tower 32B	8/F	710	704	703	710	436	436		
10wel 32b	7/F	710	704	703	710	436	436		
	6/F	710	704	703	710	436	436		
	5/F	710	704	703	710	436	436		
	3/F	710	704	703	710	436	436		
	2/F	710	704	703	710	436	436		
	1/F	741	730	715	725	448	441		
	· ·			·		Sub-total:	48,188		

96,401 Undivided Shares

- 1. There is no 4/F, 13/F and 14/F in the nomenclature system for the naming of floors for the Development.
- 2. Flat A to F of Tower 32A and Tower 32B, 1/F provide with flat roof adjacent thereto.
- 3. Flat A to F of Tower 32A and Tower 32B, 2/F to 16/F provide with balcony thereof.

Т	TDI		F	Flat			
Tower	Floor	A	В	C	D		
	16/F	2,071	2,080	-	-		
	15/F	1,002	1,002	916	925		
	12/F	1,002	1,002	916	925		
	11/F	1,002	1,002	916	925		
	10/F	1,002	1,002	916	925		
	9/F	1,002	1,002	916	925		
Тахиан 22 А	8/F	1,002	1,002	916	925		
Tower 33A	7/F	1,002	1,002	916	925		
	6/F	1,002	1,002	916	925		
	5/F	1,002	1,002	916	925		
	3/F	1,002	1,002	916	925		
	2/F	1,002	1,002	916	925		
	1/F	1,044	1,027	942	965		
			·	Sub-total:	50,424		

Т	TOU		F	Flat			
Tower	Floor	A	В	C	D		
	16/F	2,609	2,156	-	-		
	15/F	1,635	1,146	919	929		
	12/F	1,635	1,146	919	929		
	11/F	1,635	1,146	919	929		
	10/F	1,635	1,146	919	929		
	9/F	1,635	1,146	919	929		
Town 22D	8/F	1,635	1,146	919	929		
Tower 33B	7/F	1,635	1,146	919	929		
	6/F	1,635	1,146	919	929		
	5/F	1,635	1,146	919	929		
	3/F	1,635	1,146	919	929		
	2/F	1,635	1,146	919	929		
	1/F	1,680	1,175	945	969		
				Sub-total:	60,453		

110,877 Undivided Shares

- 1. There is no 4/F, 13/F and 14/F in the nomenclature system for the naming of floors for the Development.
- 2. Flat A to D of Tower 33A and Tower 33B, 1/F provide with flat roof adjacent thereto.
- 3. Flat A to D of Tower 33A and Tower 33B, 2/F to 15/F provide with balcony thereof.
- 4. Flat A and B of Tower 33A and Tower 33B, 2/F to 15/F provide with utility platform thereof.
- 5. Flat A and B of Tower 33A and Flat B of Tower 33B, 16/F provide with flat roof adjacent thereto, stairhood appertaining thereto and roof(s) thereabove.
- 6. Flat A of Tower 33B, 16/F provide with utility platform thereof, flat roof adjacent thereto, stairhood appertaining thereto and roof(s) thereabove.

Тотион	Elean		F	Flat			
Tower	Floor	A	В	C	D		
	15/F	2,624	2,072	-	-		
	12/F	1,607	1,149	875	898		
	11/F	1,607	1,149	875	898		
	10/F	1,607	1,149	875	898		
	9/F	1,607	1,149	875	898		
	8/F	1,607	1,149	875	898		
Tower 35A	7/F	1,607	1,149	875	898		
	6/F	1,607	1,149	875	898		
	5/F	1,607	1,149	875	898		
	3/F	1,607	1,149	875	898		
	2/F	1,607	1,149	875	898		
	1/F	1,603	1,162	885	921		
				Sub-total:	54,557		

Тоттом	Floor		F	lat	
Tower	Floor	A	В	C	D
	15/F	2,535	2,030	-	-
	12/F	1,479	1,124	875	893
	11/F	1,479	1,124	875	893
	10/F	1,479	1,124	875	893
	9/F	1,479	1,124	875	893
	8/F	1,479	1,124	875	893
Tower 35B	7/F	1,479	1,124	875	893
	6/F	1,479	1,124	875	893
	5/F	1,479	1,124	875	893
	3/F	1,479	1,124	875	893
	2/F	1,479	1,124	875	893
	1/F	1,518	1,147	887	916
		<u>-</u>	<u>-</u>	Sub-total:	52,743

### 107,300 Undivided Shares

- 1. There is no 4/F, 13/F and 14/F in the nomenclature system for the naming of floors for the Development.
- 2. Flat A to D of Tower 35A and Tower 35B, 1/F provide with flat roof adjacent thereto.
- 3. Flat A to D of Tower 35A and Tower 35B, 2/F to 12/F provide with balcony thereof.
- 4. Flat A of Tower 35A and Tower 35B, 2/F to 12/F provide with utility platform thereof.
- 5. Flat B of Tower 35A and Flat A and B of Tower 35B, 15/F provide with flat roof adjacent thereto, stairhood appertaining thereto and roof(s) thereabove.
- 6. Flat A of Tower 35A, 15/F provide with utility platform thereof, flat roof adjacent thereto, stairhood appertaining thereto and roof(s) thereabove.

Тоттом	Elean		F	Flat			
Tower	Floor	A	В	C	D		
	15/F	2,118	2,041	-	-		
	12/F	1,479	1,111	876	893		
	11/F	1,479	1,111	876	893		
	10/F	1,479	1,111	876	893		
	9/F	1,479	1,111	876	893		
	8/F	1,479	1,111	876	893		
Tower 36A	7/F	1,479	1,111	876	893		
	6/F	1,479	1,111	876	893		
	5/F	1,479	1,111	876	893		
	3/F	1,479	1,111	876	893		
	2/F	1,479	1,111	876	893		
	1/F	1,518	1,143	899	917		
		·	·	Sub-total:	52,226		

Таннан	Floor		Flat					
Tower	Floor	A	В	C	D	${f E}$		
	15/F	2,118	1,850	816	-	-		
	12/F	1,293	823	880	820	892		
	11/F	1,293	823	880	820	892		
	10/F	1,293	823	880	820	892		
	9/F	1,293	823	880	820	892		
	8/F	1,293	823	880	820	892		
Tower 36B	7/F	1,293	823	880	820	892		
	6/F	1,293	823	880	820	892		
	5/F	1,293	823	880	820	892		
	3/F	1,293	823	880	820	892		
	2/F	1,293	823	880	820	892		
	1/F	1,323	834	881	843	915		
			·	·	Sub-total:	56,660		

### 108,886 Undivided Shares

- 1. There is no 4/F, 13/F and 14/F in the nomenclature system for the naming of floors for the Development.
- 2. Flat A to D of Tower 36A and Flat A to E of Tower 36B, 1/F provide with flat roof adjacent thereto.
- 3. Flat A to D of Tower 36A and Flat A to E of Tower 36B, 2/F to 12/F provide with balcony thereof.
- 4. Flat A and B of Tower 36A, 2/F to 12/F provide with utility platform thereof.
- 5. Flat C of Tower 36B, 15/F provide with balcony thereof.
- 6. Flat A and B of Tower 36A and Tower 36B, 15/F provide with flat roof adjacent thereto, stairhood appertaining thereto and roof(s) thereabove.

# (B) Parking Spaces within Phase 2C

130 Residential Car Parking Spaces (including 129 Residential Car Parking Spaces of 25 Undivided Shares each and 1 Residential Car Parking Space for disabled persons of 35 Undivided Shares) 3,260 Undivided Shares

13 Residential Motor Cycle Parking Spaces of 5 Undivided Shares each

65 Undivided Shares

(C) Common Areas and Facilities within Phase 2C

1,500 Undivided Shares

Remarks: There is no designation of Tower 34 in the Development

# **The First Owner**

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

Page 17 53810495.2

# **Phase 2C First Assignee**

[Where the Phase 2C First Assignee is an individual(s)]		
SIGNED, SEALED and DELIVERED by the Phase 2C First Assignee (Holder(s) of [ ]) in the presence of:-	) ) )	
INTERPRETED to the Phase 2C First Assignee by:-		
[OR where the Phase 2C First Assignee add  EXECUTED as a deed and SEALED  with the Course Seal of the Phase 2C	opts common seal]	
with the Common Seal of the <b>Phase 2C First Assignee</b> in accordance with the articles of association and <b>SIGNED</b> by	) ) ) )	
duly authorised by a board resolution of its directors [in the presence of / whose signature(s) is/are verified by]:-	) ) )	
[OR where the Phase 2C First Assignee does not adopt common seal]		
SIGNED as a deed by	) ) )	
duly authorized for and on behalf of the <b>Phase 2C First Assignee</b> in the presence of:-	) ) )	

# The DMC Manager

EXECUTED as a deed and SEALED	)
with the Common Seal of the <b>DMC</b>	)
Manager in accordance with the articles	)
of association and <b>SIGNED</b> by	)
·	)
	)
	)
duly authorised by a board resolution of	)
its directors whose signature(s) is/are	)
verified by :-	)

Page 19 53810495.2