

Dated the 22nd day of May 2000



DOC

**DEED OF COVENANT AND
MUTUAL GRANT OF EASEMENTS
AND OTHER RIGHTS**
in respect of
**SECTION B OF KOWLOON INLAND LOT
NO.11119**
and
**THE REMAINING PORTION OF
KOWLOON INLAND LOT NO.11119**

REGISTERED in the Land Registry by Memorial
No.
on

REGISTERED in the Land Registry
by Memorial No. 8098307
on 9 June 2000

Custodian No.
8296

for Land Registrar

REGISTERED in the Land Registry
by Memorial No. 9247041
on 16 June 2004

for Land Registrar

Custodian No. 8385

(274)
Messrs. Johnson Stokes & Master
Solicitors & C.,
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Hong Kong.

Ref : TG/H1/99/690359/4/PWTL
[D2814/bh]
Approved Form

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

Date: - 9 OCT 2019

CHAN WAI YEE

Solicitor, Hong Kong, SAR
Messrs, Kao, Lee & Yip

CC 6626
SLITC/46300
160/44

THIS DEED OF COVENANT AND MUTUAL GRANT OF EASEMENTS AND OTHER RIGHTS is made the 22nd day of May Two thousand

BETWEEN :-

(1) **THE HONG KONG HOUSING AUTHORITY** a body corporate established by virtue of Section 3 of the Housing Ordinance (Cap.283) of the Laws of the Hong Kong Special Administrative Region and **LEE SUI CHING (李瑞貞)** of Flat No.5, 19th Floor, Kwun Hei Court, Homantin, Kowloon,-----
Hong Kong acting in their capacities as the registered owners of the Section B Land hereinafter mentioned (hereinafter collectively referred to as "the Section B Owner", which expression wherever used in these presents shall if the context permits or otherwise requires include their respective successors in title and persons deriving title under or through either of them) of the one part and

(2) **THE HONG KONG HOUSING AUTHORITY** acting in its capacity as the registered owner of the RP Land and the Adjacent Land hereinafter mentioned (hereinafter referred to as "the RP Owner" and "the Adjacent Land Owner", which expression wherever used in these presents shall if the context permits or otherwise requires include its successors in title and persons deriving title under or through it) of the other part.

WHEREAS:-

(A) The Hong Kong Housing Authority and the first purchaser of Section A of Kowloon Inland Lot No.11119 (as the registered owners of Section A of Kowloon Inland Lot No.11119), and the Hong Kong Housing Authority (as the registered owner of the then Remaining Portion of Kowloon Inland Lot No.11119), have entered into a Deed of Covenant and Mutual Grant of Easements and Other Rights dated the 1st day of February 1999 and registered in the Land Registry by Memorial No.7688751 (hereinafter referred to as "the Principal Deed of Covenant and Mutual Grant") regulating their respective rights, interest and obligations in Section A of Kowloon Inland Lot No.11119 and the Remaining Portion of Kowloon Inland Lot No.11119.

(B) By a Deed Poll dated the 8th day of October 1999 and registered in the Land Registry by Memorial No. 7923325, the Hong Kong Housing Authority further partitioned the then Remaining Portion of Kowloon Inland Lot No.11119 into two sections which said sections are now known and registered in the Land Registry as **SECTION B OF KOWLOON INLAND LOT NO. 11119** (herein defined as the "Section B Land") and **THE REMAINING PORTION OF KOWLOON INLAND LOT NO.11119** (herein defined as the "RP Land") respectively.

(C) As the date hereof, the development on the Section B Land has been completed whereas the RP Development (as hereinafter defined) is still under construction. The Adjacent Development (as hereinafter defined) forms part of the RP Development.

(D) The Section B Owner as the registered owners of the Section B Land and the Hong Kong Housing Authority as the registered owner of the RP Land and the Adjacent Land have agreed to and hereby enter into this Deed to regulate their respective rights, interest and obligations in the Section B Land, the RP Land, the Adjacent Land and the Green Hatched Black Area Works hereinafter defined, and to set out their respective rights to use and enjoy certain areas and facilities within the Section B Land, the RP Land, the Adjacent Land and such other rights as are hereinafter more particularly referred to upon and subject to the terms and conditions hereinafter contained.

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

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|--|--|
| “Adjacent Development” | means all of the development erected or to be erected on the Adjacent Land (forming part of the RP Land) which are collectively known and designated or to be known and designated as Sik Man House, Yat Man House, Yee Man House and Choi Man House of Homantin Estate, and forming part of the RP Development. |
| “Adjacent Development Shared Facilities” | means the areas and facilities within the Adjacent Land and the Adjacent Development as more particularly described in Part C of the Second Schedule hereto. |
| “Adjacent Land” | means all that piece or parcel of ground as is for the purpose of identification shown and delineated Indigo on Plan I annexed hereto, and forming part of the RP Land. |
| “Government” | means the Government of the Hong Kong Special Administrative Region. |
| “Green Hatched Black Area Works” | means the maintenance works in respect of all that portion of the future public roads located on Government land outside the boundary of the Lot, as defined and referred to in the Principal Deed of Covenant and Mutual Grant. |
| “Lease” | means the government lease of the Lot granted by the Government to the Hong Kong Housing Authority, including any subsequent variations or modifications thereof. |
| “Lot” | means all that piece or parcel of ground registered in the Land Registry as Kowloon Inland Lot No.11119. |
| “maintenance costs” | means the costs and expenses for managing, maintaining, servicing, operating, insuring, upkeeping, renovating, improving, replacing, repairing, rebuilding or cleansing the Section B Land Areas and/or the Section B Land Facilities, or the RP Land Areas and/or the RP Land Facilities, or the |

Section B Shared Facilities and/or the Adjacent Development Shared Facilities, or the RP Land Slope Works and/or the Section B Land Slope Works, or the Green Hatched Black Area Works, or the Pedestrian Escalator Works or any part or parts thereof (as the case may be).

“Pedestrian Escalator Works”

means the maintenance and repair works in respect of the Pedestrian Escalator erected or to be erected on the Section B Land, which Pedestrian Escalator is as defined in the Principal Deed of Covenant and Mutual Grant and shown on Plan C annexed thereto.

“relevant year”

means for the first year after the execution of this Deed, the period commencing from the date of this Deed until the 31st day of March of the ensuing year, and for each subsequent year thereafter, the period commencing from the 1st day of April of such year until the 31st day of March of the ensuing year.

“RP Development”

means all of the development erected or to be erected on the RP Land, including the Adjacent Development.

“RP Land”

means all that piece or parcel of ground now registered in the Land Registry as THE REMAINING PORTION OF KOWLOON INLAND LOT NO.11119.

“RP Land Areas”

means the areas in the RP Land and the RP Development as are more particularly described in Part A of the Second Schedule hereto.

“RP Land Estate Roads”

means all those estate roads over the RP Land as are for identification purpose only shown and coloured Pink on Plan III hereto annexed, and as the same may from time to time be re-aligned, and together with all those guard kiosks, control barriers and related electronic and mechanical devices erected or installed or to be erected or installed thereon.

“RP Land Emergency Vehicular Access”

means all that emergency vehicular access within the RP Land, which emergency vehicular access is for identification purpose only shown and coloured Orange on Plan III hereto annexed, and as the same may from time to time be re-aligned.

“RP Land Facilities”

means the facilities in the RP Land and the RP Development as are more particularly described in Part B of the Second Schedule.

“RP Land Owners”

means and includes all persons registered in the Land Registry as registered owners of the whole or section(s) of the RP Land and the RP Development, or as registered owners of undivided shares in the RP Land and the RP Development for the time being and their executors, administrators, successors and assigns.

“RP Land Slope Works”

means the maintenance and repair works in respect of all or any of the slopes and retaining walls located within the RP Land, which slopes and retaining walls are for identification purpose only shown and coloured Orange on Plan II hereto annexed, and as the same may from time to time be re-aligned.

“Section B Deed of Mutual Covenant”

means the Deed of Mutual Covenant and any Sub-Deed of Mutual Covenant in respect of the Section B Land and the Section B Development to be entered into by the Hong Kong Housing Authority and another co-owner or owners of the Section B Land and the Section B Development setting forth the rights and obligations of the Section B Land Owners and making provisions for the management of the Section B Land and the Section B Development or any part or parts thereof.

“Section B Development”

means the development erected or to be erected on the Section B Land which is at the date of this Deed known as KWUN HEI COURT (冠熹苑).

“Section B Land”

means all that piece or parcel of ground registered in the Land Registry as SECTION B OF KOWLOON INLAND LOT NO.11119.

“Section B Land Areas”

means the areas in the Section B Land and the Section B Development as are more particularly described in Part A of the First Schedule hereto.

“Section B Land Emergency Vehicular Access”

means all that emergency vehicular access within the Section B Land as the same may from time to time be re-aligned, which emergency vehicular access is for identification purpose only shown and coloured Green on Plan III hereto annexed.

“Section B Land Facilities”

means the facilities in the Section B Land and the Section B Development as are more particularly described in Part B of the First Schedule hereto.

“Section B Land

means the estate manager of the Section B Land and the

Manager”	Section B Development appointed under the Section B Deed of Mutual Covenant.
“Section B Land Owners”	means and includes all persons registered in the Land Registry as registered owners of undivided shares in the Section B Land and the Section B Development for the time being and their executors, administrators, successors and assigns.
“Section B Land Slope Works”	means the maintenance and repair works in respect of the slopes and retaining walls located within the Section B Land which slopes and retaining walls are for identification purpose only shown and coloured Pink on Plan II hereto annexed.
“Section B Rules”	means the House Rules made pursuant to the Section B Deed of Mutual Covenant and other rules and regulations made thereunder or otherwise by the Section B Land Manager governing the use, maintenance, operation and management of the Section B Land Areas, the Section B Land Facilities and the Section B Shared Facilities.
“ Section B Shared Facilities”	means the areas and facilities in the Section B Land and the Section B Development as more particularly described in Part C of the First Schedule hereto.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

2. (A) In consideration of the grant by the RP Owner herein contained, the Section B Owner HEREBY GRANTS unto the RP Owner, Subject to the provisions of the Lease, the Section B Deed of Mutual Covenant, the Section B Rules and the rights of the Hong Kong Housing Authority and the Section B Land Manager provided in the Section B Deed of Mutual Covenant, And Subject to the provisions of Clause 2(C) hereof and (where applicable) to payment of a due proportion of the expenses mentioned in Clause 4(A)(b) hereof, the following rights:-
 - (a) the full right and liberty for the owners, residents and occupiers of the RP Development and their servants visitors workmen and other persons authorised by them in that behalf (in common with the Section B Land Owners the residents and occupiers of the Section B Development their bona fide visitors and all persons having the like right) for all purposes connected with the proper use and enjoyment of the RP Land and the RP Development at all times hereafter by day and by night to use go pass and repass through over along and upon

the Section B Land Areas in the manner more particularly described in Part A of the First Schedule hereto; and

- (b) the full right and liberty for the owners, residents and occupiers of the RP Development (in common with the Section B Land Owners the residents and occupiers of the Section B Development and all persons having the like right) to use the Section B Land Facilities, together with such rights as are more particularly described in Part B of the First Schedule hereto.
- 2. (B) In consideration of the grant by the Adjacent Land Owner herein contained, the Section B Owner HEREBY GRANTS unto the Adjacent Land Owner, Subject to the provisions of the Lease, the Section B Deed of Mutual Covenant, the Section B Rules and the rights of the Hong Kong Housing Authority and the Section B Land Manager provided in the Section B Deed of Mutual Covenant, And Subject to the provisions of Clause 2(C) hereof and (where applicable) to payment of a due proportion of the expenses mentioned in Clause 4(B)(b) hereof, the full right and liberty for the owners, residents and occupiers of the Adjacent Development (in common with the Section B Land Owners the residents and occupiers of the Section B Development and all persons having the like right) to use the Section B Shared Facilities, together with such rights as are more particularly described in Part C of the First Schedule hereto Provided That nothing herein shall be construed as affecting or derogating from the right of the Section B Owner to redevelop the Section B Land and the Section B Development or any part or parts thereof or the right to demolish any of the Section B Shared Facilities.
- 2. (C) The persons exercising the rights as set out under Clauses 2(A)(a), 2(A)(b) and 2(B) above (i) shall comply with the provisions of the Section B Deed of Mutual Covenant and the Section B Rules; (ii) shall at all times take the necessary precautions to prevent any damage or injury to land, persons or properties in the exercise of such rights; (iii) shall not interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided in or for the Section B Land and the Section B Development; (iv) shall not object to or interfere with the class of persons who may be granted the same right; and (v) shall indemnify and keep the Section B Land Owners fully indemnified against all liabilities, claims, demands, actions or other proceedings of whatsoever nature arising out of or in connection with anything done or omitted to be done in exercise of such rights.
- 3. (A) In consideration of the grant by the Section B Owner herein contained, the RP Owner HEREBY GRANT unto the Section B Owner, Subject to the provisions of the Lease, and any rules and regulations as may from time to time be made by the RP Owner (or where the RP Land is carved out into two or more sections, the owners of or managers or agents appointed for managing the respective sections of the RP Land and the RP Development or

any part or parts thereof) governing the use, maintenance, operation and management of the RP Land Areas and the RP Land Facilities And Subject to the provisions of Clause 3(C) hereof and (where applicable) to payment of a due proportion of the expenses mentioned in Clause 5(A)(b) hereof, the following rights:-

- (a) the full right and liberty for the owners, residents and occupiers of the Section B Development and their servants visitors workmen and other persons authorised by them in that behalf (in common with the RP Land Owners the residents and occupiers of the RP Development their bona fide visitors and all persons having the like right) for all purposes connected with the proper use and enjoyment of the Section B Land and the Section B Development at all times hereafter by day and by night to use go pass and repass through over along and upon the RP Land Areas in the manner more particularly described in Part A of the Second Schedule hereto; and
 - (b) the full right and liberty for the owners, residents and occupiers of the Section B Development (in common with the RP Land Owners the residents and occupiers of the RP Development and all persons having the like right) to use the RP Land Facilities, together with such rights as are more particularly described in Part B of the Second Schedule hereto.
3. (B) In consideration of the grant by the Section B Owner herein contained, the Adjacent Land Owner HEREBY GRANT unto the Section B Owner, Subject to the provisions of the Lease, and any rules and regulations as may from time to time be made by the Adjacent Land Owner (or where the Adjacent Land is carved out into two or more sections, the owners of or managers or agents appointed for managing the respective sections of the Adjacent Land and the Adjacent Development or any part or parts thereof) governing the use, maintenance, operation and management of the Adjacent Development Shared Facilities And Subject to the provisions of Clause 3(C) hereof and (where applicable) to payment of a due proportion of the expenses mentioned in Clause 5(B)(b) hereof, the full right and liberty for the owners, residents and occupiers of the Section B Development (in common with owners, residents and occupiers of the Adjacent Development and all persons having the like right) to use the Adjacent Development Shared Facilities, together with such rights, as are more particularly described in Part C of the Second Schedule hereto Provided That nothing herein shall be construed as affecting or derogating from the right of the Adjacent Land Owner to redevelop the Adjacent Land and the Adjacent Development or any part or parts thereof or the rights to demolish any of the Adjacent Development Shared Facilities.
3. (C) The persons exercising the rights as set out under Clauses 3(A)(a), 3(A)(b) and 3(B) above (i) shall comply with the provisions of any rules and regulations as may from time to time be made by the RP Owner (or where

the RP Land is carved out into two or more sections, the owners of or managers or agents appointed for managing the respective sections of the RP Land and the relevant part(s) of the RP Development) or by the Adjacent Land Owner (or where the Adjacent Land is carved out into two or more sections, the owners of or managers or agents appointed for managing the respective sections of the Adjacent Land and the relevant part(s) of the Adjacent Development) governing the use, maintenance, operation and management of the RP Land Areas, the RP Land Facilities and the Adjacent Development Shared Facilities or any part or parts thereof; (ii) shall at all times take the necessary precautions to prevent any damage or injury to land, persons or properties in the exercise of such rights; (iii) shall not interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided in or for the RP Land and the RP Development, and the Adjacent Land and the Adjacent Development; (iv) shall not object to or interfere with the class of persons who may be granted the same right; and (v) shall indemnify and keep the RP Land Owners or the owners of the Adjacent Land and the Adjacent Development (as the case may be) fully indemnified against all liabilities, claims, demands, actions or other proceedings of whatsoever nature arising out of or in connection with anything done or omitted to be done in exercise of such rights.

4. (A) In consideration of the grant by the Section B Owner hereinbefore contained, the RP Owner hereby further covenants with the Section B Owner as follows:-
 - (a) To observe and perform (and to procure the observance and performance by its assigns and all relevant servants and licensees of) the covenants terms and conditions contained in the Section B Deed of Mutual Covenant and the Section B Rules made thereunder from time to time by the Section B Land Manager insofar as they relate to the exercise of the rights granted hereunder to the RP Owner.
 - (b) (Where applicable) to pay to the Section B Land Manager the proportion set out in Part A and B of the First Schedule hereto in respect of such maintenance costs as may be incurred by the Section B Land Manager in its absolute discretion in respect of the Section B Land Areas or the Section B Land Facilities and, in this connection, to pay to the Section B Land Manager annually in advance and within 2 months of demand the said proportion of the aforesaid maintenance costs as determined by the Section B Land Manager for each relevant year, and in the event of a deficiency occurring or if there shall be any contingency or change in circumstances which in the opinion of the Section B Land Manager (whose decision shall be final) requires any revision to the aforesaid maintenance costs for the relevant year, to pay any deficiency to the Section B Land Manager within 2 months upon demand.

4. (B) In consideration of the grant by the Section B Owner hereinbefore contained, the Adjacent Land Owner hereby further covenants with the Section B Owner as follows:-
 - (a) To observe and perform (and to procure the observance and performance by its assigns and all relevant servants and licensees of) the covenants terms and conditions contained in the Section B Deed of Mutual Covenant and the Section B Rules made thereunder from time to time by the Section B Land Manager insofar as they relate to the exercise of the rights granted hereunder to the Adjacent Land Owner.
 - (b) (Where applicable) to pay to the Section B Land Manager the proportion set out in Part C of the First Schedule hereto in respect of such maintenance costs as may be incurred by the Section B Land Manager in its absolute discretion in respect of the Section B Shared Facilities and, in this connection, to pay to the Section B Land Manager annually in advance and within 2 months of demand the said proportion of the aforesaid maintenance costs as determined by the Section B Land Manager for each relevant year, and in the event of a deficiency occurring or if there shall be any contingency or change in circumstances which in the opinion of the Section B Land Manager (whose decision shall be final) requires any revision to the aforesaid maintenance costs for the relevant year, to pay any deficiency to the Section B Land Manager within 2 months upon demand.
4. (C) The Section B Owner hereby covenants with the RP Owner and the Adjacent Land Owner that in the event of a surplus of the aforesaid maintenance costs for the relevant year, the Section B Owner shall procure the Section B Land Manager to refund the said surplus to the RP Owner or the Adjacent Land Owner (as the case may be) in accordance with the proportion set out in the relevant part of the First Schedule.
5. (A) In consideration of the grant by the RP Owner hereinbefore contained, the Section B Owner hereby further covenants with the RP Owner as follows:-
 - (a) To observe and perform (and to procure the observance and performance by its assigns and all relevant servants and licensees of) the rules and regulations as may from time to time be made by the RP Owner (or where the RP Land is carved out into two or more sections, the owners of or managers or agents appointed for managing the respective sections of the RP Land and the relevant part(s) of the RP Development) governing the use, maintenance, operation and management of the RP Land Areas and the RP Land Facilities.
 - (b) (Where applicable) to pay to the RP Owner (or where the RP Land is carved out into two or more sections, the relevant owner of or

manager or agent appointed for managing the respective sections of the RP Land and the relevant part(s) of the RP Development) the proportion set out in Parts A and B of the Second Schedule hereto of such maintenance costs as may be incurred by the RP Owner (or the said manager or agent) in its absolute discretion in respect of the RP Land Areas or the RP Land Facilities and, in this connection, to pay to the RP Owner or the said manager or agent annually in advance and within 2 months of demand the said proportion of the aforesaid maintenance costs as determined by the RP Owner or the said manager or agent for each relevant year, and in the event of a deficiency occurring or if there shall be any contingency or change in circumstances which in the opinion of the RP Owner or the said manager or agent (whose decision shall be final) requires any revision to the aforesaid maintenance costs for the relevant year, to pay any deficiency to the RP Owner or the said manager or agent within 2 months upon demand.

5. (B) In consideration of the grant by the Adjacent Land Owner hereinbefore contained, the Section B Owner hereby further covenants with the Adjacent Land Owner as follows:-

- (a) To observe and perform (and to procure the observance and performance by its assigns and all relevant servants and licensees of) the rules and regulations as may from time to time be made by the Adjacent Land Owner (or where the Adjacent Land is carved out into two or more sections, the owners of or managers or agents appointed for managing the respective sections of the Adjacent Land and the relevant part(s) of the Adjacent Development) governing the use, maintenance, operation and management of the Adjacent Development Shared Facilities.
- (b) (Where applicable) to pay to the Adjacent Land Owner (or where the Adjacent Land is carved out into two or more sections, the relevant owner of or manager or agent appointed for managing the respective sections of the Adjacent Land and the relevant part(s) of the Adjacent Development) the proportion set out in Part C of the Second Schedule hereto of such maintenance costs as may be incurred by the Adjacent Land Owner (or the said manager or agent) in its absolute discretion in respect of the Adjacent Development Shared Facilities and, in this connection, to pay to the Adjacent Land Owner or the said manager or agent annually in advance and within 2 months of demand the said proportion of the aforesaid maintenance costs as determined by the Adjacent Land Owner or the said manager or agent for each relevant year, and in the event of a deficiency occurring or if there shall be any contingency or change in circumstances which in the opinion of the Adjacent Land Owner or the said manager or agent (whose decision shall be final) requires any revision to the aforesaid maintenance costs for the relevant year, to pay any deficiency to the

Adjacent Land Owner or the said manager or agent within 2 months upon demand.

5. (C) The RP Owner and the Adjacent Land Owner hereby covenant with the Section B Owner that in the event of a surplus of the aforesaid maintenance costs for the relevant year, the RP Owner and the Adjacent Land Owner shall refund (or shall procure the relevant manager or agent to refund) the said surplus to the Section B Owner in accordance with the proportion set out in the relevant part of the Second Schedule.
6. (A) In consideration of the grant by the RP Owner contained in Clause 7, the Section B Owner **HEREBY GRANTS** unto the RP Owner the right at the RP Owner's cost and expense, to apply to, negotiate and agree with the Government for the variation or modification of the Lease or any conditions thereof for the purposes of the development or redevelopment of the RP Land and the RP Development or modification extension or improvement of any of the messuages, tenements, erections or buildings or any part(s) thereof constructed on the RP Land, and to execute any documents in its own name in connection therewith without the necessity of joining in or obtaining the approval of the Section B Land Owners.
6. (B) The Section B Owner also agrees that in carrying out any development redevelopment modification extension or improvement work in respect of the RP Land and the RP Development or any part thereof, the RP Owner shall be entitled for so long as is essential and necessary to complete such work and upon giving reasonable prior notice to the Section B Land Manager in writing to use the roads, footbridges, passageways, walkways and footpaths of the Section B Land and the Section B Development as means of transport and passage of building materials and equipment Provided That (a) no materials or debris shall be stored or dumped on any part of the Section B Land; (b) the exercise of such right shall not interfere with the right of the Section B Land Owners to the use and enjoyment of the part of the Section B Land and the Section B Development which they own; (c) all reasonable precaution shall be taken in the exercise of such rights to prevent any damage caused to the Section B Land and the Section B Development or injury being caused to any Section B Land Owners, residents, occupiers, visitors or servants; and (d) the RP Owner shall promptly clean up make good any damage to the Section B Land and the Section B Development and compensate for any injury suffered by any persons that may be caused by or arise from the exercise of such rights.
7. (A) In consideration of the grant by the Section B Owner contained in Clause 6, the RP Owner **HEREBY GRANTS** unto the Section B Owner the right at the Section B Owner's cost and expense, to apply to, negotiate and agree with the Government for the variation or modification of the Lease or any conditions thereof for the purposes of the development or redevelopment of the Section B Land and the Section B Development or modification extension or improvement of any of the messuages, tenements, erections or

buildings or any part(s) thereof constructed on the Section B Land, and to execute any documents in their own names in connection therewith without the necessity of joining in or obtaining the approval of the RP Land Owners.

7. (B) The RP Owner also agrees that in carrying out any development redevelopment modification extension or improvement work in respect of the Section B Land and the Section B Development or any part thereof, the Section B Owner shall be entitled for so long as is essential and necessary to complete such work and upon giving reasonable prior notice to the RP Owner (or where the RP Land is carved out into two or more sections, the owners of or managers or agents appointed for managing the respective sections of the RP Land and the RP Development or any part or parts thereof) in writing to use the RP Land Estate Roads, other roads, footbridges, passageways, walkways and footpaths of the RP Land and the RP Development as means of transport and passage of building materials and equipment Provided That (a) no materials or debris shall be stored or dumped on any part of the RP Land; (b) the exercise of such right shall not interfere with the right of the RP Land Owners to the use and enjoyment of the part of the RP Land and the RP Development which they own; (c) all reasonable precaution shall be taken in the exercise of such rights to prevent any damage caused to the RP Land and the RP Development or injury being caused to any RP Land Owners, residents, occupiers, visitors or servants; and (d) the Section B Owner shall promptly clean up make good any damage to the RP Land and the RP Development and compensate for any injury suffered by any persons that may be caused by or arise from the exercise of such rights.

8. (a) The parties hereby agree with each other as follows:-

- (i) The Section B Land Slope Works shall be undertaken by the Section B Land Manager for and on behalf of the Section B Land Owners to the satisfaction of the Government. The RP Owner shall for each relevant year bear a proportionate part of the maintenance costs of the Section B Land Slope Works calculated in accordance with the following formula :-

$$\begin{array}{lcl} \text{maintenance costs} & & \text{gross floor area of buildings constructed} \\ \text{for the relevant} & \times & \text{or to be constructed on RP Land} \\ \text{year} & & \hline & & \text{aggregate gross floor areas of buildings} \\ & & \text{constructed or to be constructed on the} \\ & & \text{Lot} \end{array}$$

- (ii) Subject to subclause (d) of this Clause, the RP Land Slope Works shall be undertaken by the RP Land Owners to the satisfaction of the Government. The Section B Owner shall for each relevant year bear a proportionate part of the maintenance costs of the RP Land Slope Works calculated in accordance with the following formula:-

$$\begin{array}{lcl} \text{maintenance costs} & & \text{gross floor area of buildings constructed} \\ \text{for the relevant} & \times & \text{or to be constructed on Section B Land} \\ \text{year} & & \hline & & \text{aggregate gross floor areas of buildings} \\ & & \text{constructed or to be constructed on the} \\ & & \text{Lot} \end{array}$$

- (b) (i) The RP Owner hereby covenants with the Section B Owner to pay to the Section B Land Manager the proportion mentioned in Clause 8(a)(i) hereof of the maintenance costs of the Section B Land Slope Works as may be incurred by the Section B Land Manager in its absolute discretion, such amount to be paid to the Section B Land Manager annually in advance and within 2 months of demand, and in the event of a deficiency occurring or if there shall be any contingency or change in circumstances which in the opinion of the Section B Land Manager (whose decision shall be final) requires any revision to the aforesaid maintenance costs for the relevant year, to pay any deficiency to the Section B Land Manager within 2 months upon demand.
- (ii) The Section B Owner hereby covenants with the RP Owner that in the event of a surplus of the aforesaid maintenance costs for the relevant year, the Section B Owner shall procure the Section B Land Manager to refund the said surplus to the RP Owner in accordance with the said proportion mentioned in Clause 8(a)(i) hereof.
- (c) (i) The Section B Owner hereby covenants with the RP Owner to pay to the RP Owner (or where the RP Land is carved out into two or more sections, the relevant owner of or manager or agent appointed for managing the respective sections of the RP Land and the RP Development or the relevant part thereof) the proportion mentioned in Clause 8(a)(ii) hereof of the maintenance costs of the RP Land Slope Works as may be incurred by the RP Owner (or the said manager or agent) in its absolute discretion, such amount to be paid to the RP Owner or the said manager or agent annually in advance and within 2 months of demand, and in the event of a deficiency occurring or if there shall be any contingency or change in circumstances which in the opinion of the RP Owner or the said manager or agent (whose decision shall be final) requires any revision to the aforesaid maintenance costs for the relevant year, to pay any deficiency to the RP Owner or the said manager or agent within 2 months upon demand.
- (ii) The RP Owner hereby covenants with the Section B Owner that in the event of a surplus of the aforesaid maintenance costs for the relevant year, the RP Owner shall refund (or shall procure the relevant manager or agent to refund) the said surplus to the Section B

Owner in accordance with the said proportion mentioned in Clause 8(a)(ii) hereof.

- (d) For the avoidance of doubt, the RP Owner HEREBY DECLARES THAT where the RP Land is carved out into two or more sections, the RP Land Slope Works in respect of the slopes and/or retaining walls located within the respective sections of the RP Land shall be undertaken by the owners of or by managers or agents appointed for managing the respective sections of the RP Land and the relevant part(s) of the RP Development to the satisfaction of the Government. The owners of the respective sections of the RP Land and the RP Development shall for each relevant year bear a proportionate part of the maintenance costs of the RP Land Slope Works in respect of the slopes and/or retaining walls located within the other section(s) of the RP Land calculated in accordance with the following formula and, in this connection, shall pay to the relevant owners of or the said manager or agent appointed for managing such other section(s) of the RP Land and such relevant part of the RP Development such maintenance costs as may be incurred by the owners of such other section(s) of the RP Land (or the said manager or agent) in its absolute discretion in respect of the relevant RP Land Slope Works annually in advance and within 2 months of demand the said proportion of the aforesaid maintenance costs and in the event of a deficiency occurring or if there shall be any contingency or change in circumstances which in the opinion of the owners of the relevant section of the RP Land and the relevant part of the RP Development or the said manager or agent (whose decision shall be final) requires any revision to the aforesaid maintenance costs for the relevant year, to pay any deficiency to the owners of the relevant section of the RP Land and the relevant part of the RP Development or the said manager or agent within 2 months upon demand:-

$$\begin{array}{lcl} \text{maintenance costs for} & & \text{gross floor area of buildings constructed or} \\ \text{the relevant year} & \times & \text{to be constructed on the respective sections} \\ & & \text{of the RP Land} \\ & & \hline & & \text{aggregate gross floor areas of buildings} \\ & & \text{constructed or to be constructed on the Lot} \end{array}$$

9. (a) The parties hereto hereby agree that the Pedestrian Escalator Works shall be undertaken by the Section B Land Manager for and on behalf of the Section B Land Owners Provided Always That if at any time the Hong Kong Housing Authority, for as long as it remains the beneficial owner of any undivided share or interest of and in the RP Land and the RP Development, and/or the Section B Land and the Section B Development, shall be of the opinion that the Section B Land Manager has failed to carry out the Pedestrian Escalator Works (which opinion shall be final and conclusive and be binding on the Section B Land Owners and the Section B Land Manager), the Hong Kong Housing Authority may (but is not obliged to) carry out the

Pedestrian Escalator Works or any part or parts thereof as it shall in its absolute discretion consider necessary and the Section B Land Owners shall permit and procure the Section B Land Manager to permit the Hong Kong Housing Authority and its officers servants and contractors and any other persons authorized by it the right of ingress, egress and regress to from and through the Section B Land and the Section B Development with or without tools, equipment, plant, machinery or motor vehicles for the purpose of carrying out, inspecting, checking and supervising any such works and shall on demand pay to the Hong Kong Housing Authority the cost (as certified by the Hong Kong Housing Authority) of carrying out such works. The RP Owner shall for each relevant year bear a proportionate part of the maintenance costs of the Pedestrian Escalator Works calculated in accordance with the following formula :-

$$\text{maintenance costs for the relevant year} \times \frac{\text{gross floor area of buildings constructed or to be constructed on RP Land}}{\text{aggregate gross floor areas of buildings constructed or to be constructed on the Lot}}$$

- (b) (i) The RP Owner hereby covenants with the Section B Owner to pay to the Section B Land Manager the proportion mentioned in Clause 9(a) hereof of the maintenance costs of the Pedestrian Escalator Works as may be incurred by the Section B Land Manager in its absolute discretion, such amount to be paid to the Section B Land Manager annually in advance and within 2 months of demand, and in the event of a deficiency occurring or if there shall be any contingency or change in circumstances which in the opinion of the Section B Land Manager (whose decision shall be final) requires any revision to the aforesaid maintenance costs for the relevant year, to pay any deficiency to the Section B Land Manager within 2 months upon demand.
 - (ii) The Section B Owner hereby covenants with the RP Owner that in the event of a surplus of the aforesaid maintenance costs for the relevant year, the Section B Owner shall procure the Section B Land Manager to refund the said surplus to the RP Owner in accordance with the said proportion mentioned in Clause 9(a) hereof.
10. (a) The parties hereto hereby agree that the Green Hatched Black Area Works shall be undertaken by the Section B Land Manager for and on behalf of the Section B Land Owners to the satisfaction of the Government Provided Always That if at any time the Hong Kong Housing Authority, for as long as it remains the beneficial owner of any undivided share or interest of and in the RP Land and the RP Development, and/or the Section B Land and the Section B Development, shall be of the opinion that the Section B Land Manager has failed to carry out the Green Hatched Black Area Works to the

satisfaction of the Government as stipulated and required under Clause 3(25)(i)(f) of the Lease (which opinion shall be final and conclusive and be binding on the Section B Land Owners and the Section B Land Manager), the Hong Kong Housing Authority may (but is not obliged to) carry out the Green Hatched Black Area Works or any part or parts thereof as it shall in its absolute discretion consider necessary and the Section B Land Owners shall permit and procure the Section B Land Manager to permit the Hong Kong Housing Authority and its officers servants and contractors and any other persons authorized by it the right of ingress, egress and regress to from and through the Section B Land and the Section B Development with or without tools, equipment, plant, machinery or motor vehicles for the purpose of carrying out, inspecting, checking and supervising any such works and shall on demand pay to the Hong Kong Housing Authority the cost (as certified by the Hong Kong Housing Authority) of carrying out such works. The RP Owner shall for each relevant year bear a proportionate part of the maintenance costs of the Green Hatched Black Area Works calculated in accordance with the following formula :-

$$\text{maintenance costs for the relevant year} \quad \times \quad \frac{\text{gross floor area of buildings constructed or to be constructed on RP Land}}{\text{aggregate gross floor areas of buildings constructed or to be constructed on the Lot}}$$

- (b) (i) The RP Owner hereby covenants with the Section B Owner to pay to the Section B Land Manager the proportion mentioned in Clause 10(a) of the maintenance costs of the Green Hatched Black Area Works as may be incurred by the Section B Land Manager in its absolute discretion, such amount to be paid to the Section B Land Manager annually in advance and within 2 months of demand, and in the event of a deficiency occurring or if there shall be any contingency or change in circumstances which in the opinion of the Section B Land Manager (whose decision shall be final) requires any revision to the aforesaid maintenance costs for the relevant year, to pay any deficiency to the Section B Land Manager within 2 months upon demand.
- (ii) The Section B Owner hereby covenants with the RP Owner that in the event of a surplus of the aforesaid maintenance costs for the relevant year, the Section B Owner shall procure the Section B Land Manager to refund the said surplus to the RP Owner in accordance with the said proportion mentioned in Clause 10(a) hereof.

- 11. The parties hereby agree that, for the purpose of determining the amounts to be apportioned among the owners of the various sections as referred to in Clauses 4(A)(b), 4(B)(b), 5(A)(b), 5(B)(b), 8(a), 8(b)(i), 8(c)(i), 8(d), 9(a), 9(b)(i), 10(a), 10(b)(i) and 14(b) hereof, the "gross floor area" of the

buildings on the respective lands or any section thereof shall be calculated by reference to the building plans in respect of the same as may from time to time be approved by the Chief Architect of the Housing Department as at the relevant dates, or in the event that no building plan is approved by the Chief Architect of the Housing Department in respect of the respective lands or any section thereof as at the relevant dates, then such gross floor area shall be that as estimated by the Chief Architect of the Housing Department as at such dates. The parties hereby further agree that, for the purpose of calculating the gross floor area of the buildings on the respective lands or any section thereof, the relevant date shall mean for the first year after the execution of this Deed, the date of this Deed, and for each subsequent year thereafter, the 1st day of April of each year.

12. The Section B Owner, the RP Owner and the Adjacent Land Owner hereby further agree that where the RP Land or the Adjacent Land is carved out into two or more sections, the Hong Kong Housing Authority shall subject to obtaining the relevant Government approval (if applicable) have the absolute discretion to determine how the obligation to pay the said amount(s) referred to in Clauses 4(A)(b), 4(B)(b), 8(a)(i), 8(b)(i), 9(a), 9(b)(i), 10(a) and 10(b)(i) is to be apportioned among the owners of the various sections and upon such determination the owners of the various sections shall assume the obligation of the RP Owner under Clauses 4(A)(b), 8(a)(i), 8(b)(i), 9(a), 9(b)(i), 10(a) and 10(b)(i) and the obligation of the Adjacent Land Owner under Clause 4(B)(b) and be severally liable to pay to the Section B Land Manager their respective apportioned amounts, and the Section B Land Manager shall upon being notified of such determination henceforth issue separate demand notes to the owners of the various sections covering their respective apportioned amounts for their settlement.
13. For the avoidance of doubt, the Section B Owner, the RP Owner and the Adjacent Land Owner further agree that:-
 - (a) (i) The rights hereby granted by the Section B Owner unto the RP Owner and the Adjacent Land Owner shall also enure for the benefit of the owners from time to time of the whole or section(s) of the RP Land and the RP Development, or of the Adjacent Land and the Adjacent Development (as the case may be), or the undivided shares in the RP Land and the RP Development, or in the Adjacent Land and the Adjacent Development (as the case may be).
 - (ii) The rights hereby granted by the Section B Owner unto the RP Owner and the Adjacent Land Owner shall only be used and enjoyed together with the sole and exclusive right to hold use occupy and enjoy any part of the RP Development or the Adjacent Development (as the case may be).

- (iii) The RP Owner and its assigns shall have no claim on the insurance monies received in respect of any insurance on the Section B Land Areas, the Section B Land Facilities or the Section B Shared Facilities in the event of the same being damaged.
- (b)
 - (i) The rights hereby granted by the RP Owner and the Adjacent Land Owner unto the Section B Owner shall also enure for the benefit of the owners from time to time of the undivided shares in the Section B Land and the Section B Development.
 - (ii) The rights hereby granted by the RP Owner and the Adjacent Land Owner unto the Section B Owner shall only be used and enjoyed together with the sole and exclusive right to hold use occupy and enjoy any part of the Section B Development.
 - (iii) The Section B Owner and its assigns shall have no claim on the insurance monies received in respect of any insurance on the RP Land Areas, the RP Land Facilities or the Adjacent Development Shared Facilities in the event of the same being damaged.
- (c) The rights and obligations hereby created under Clauses 2, 4 and (without in any way affecting the rights of the RP Owner and the Adjacent Land Owner with regard to development and redevelopment in respect of the RP Land and the RP Development, and the Adjacent Land and the Adjacent Development) 6 in respect of the Section B Land Areas, the Section B Land Facilities and the Section B Shared Facilities or any part thereof shall be terminated in the event that (i) the same or any relevant part thereof shall be surrendered to or resumed by the Government, or (ii) the same cannot be used or enjoyed due to demolition, destruction or serious damage and are not reinstated, or (iii) the Section B Development shall be redeveloped in whole or in part or any modification extension or improvement work shall otherwise be effected to the Section B Land and the Section B Development Provided that such redevelopment modification extension or improvement shall not affect the RP Land Owners' right to use those of the Section B Land Areas as are referred to in paragraphs (1) and (2) of Part A of the First Schedule and the Section B Land Facilities as are referred to in paragraph (1) of Part B of the First Schedule in respect of which the Section B Owner covenants with the RP Owner to continue to make available for use and enjoyment by the RP Land Owners notwithstanding such redevelopment modification extension or improvement Provided Further that the Section B Owner shall have the right to alter such Section B Land Areas and Section B Land Facilities to such extent as is necessary in connection with the redevelopment modification extension or improvement of the Section B Land but in a manner

which would not affect the free and uninterrupted right of access, passage and running of water sewage gas and electricity from and to the RP Land.

- (d) The rights and obligations hereby created under Clauses 3, 5 and (without in any way affecting the Section B Owner's development and redevelopment rights in respect of the Section B Land and the Section B Development) 7 in respect of the RP Land Areas, the RP Land Facilities and the Adjacent Development Shared Facilities or any part thereof shall be terminated in the event that (i) the same or any relevant part thereof shall be surrendered to or resumed by the Government, or (ii) the same cannot be used or enjoyed due to demolition, destruction or serious damage and are not reinstated, or (iii) the RP Development or the Adjacent Development shall be redeveloped in whole or in part or any modification extension or improvement work shall otherwise be effected to the RP Land and the RP Development, and the Adjacent Land and the Adjacent Development Provided that such redevelopment modification extension or improvement shall not affect the Section B Land Owners' right to use those of the RP Land Areas as are referred to in paragraphs (1) and (2) of Part A of the Second Schedule and the RP Land Facilities as are referred to in paragraph (1) of Part B of the Second Schedule in respect of which the RP Owner covenants with the Section B Owner to continue to make available for use and enjoyment by the Section B Land Owners notwithstanding such redevelopment modification extension or improvement Provided Further that the RP Owner shall have the right to alter such RP Land Areas and RP Land Facilities to such extent as is necessary in connection with the redevelopment modification extension or improvement of the RP Land but in a manner which would not affect the free and uninterrupted right of access, passage and running of water sewage gas and electricity from and to the Section B Land.

For the purposes of sub-clauses (c) and (d) above, the wishes of the owners of the Section B Land or the RP Land to redevelop their respective properties shall as between the parties hereto be conclusively proved by production of the written approval of the redevelopment plan(s) issued by the Building Authority or by the relevant appropriate authority at the relevant time.

14. (a) For the avoidance of doubt, the RP Owner **HEREBY DECLARES** that where the RP Land is carved out into two or more sections, the owners of the various sections of the RP Land shall, subject to the provisions of the Lease, and any rules and regulations as may from time to time be made by the owners of or managers or agents appointed for managing the respective sections of the RP Land and the relevant part(s) of the RP Development governing the use, maintenance, operation and management of the RP Land

Areas and the RP Land Facilities or any part or parts thereof, have the following rights:-

- (i) Subject to payment of a due proportion of the expenses as mentioned in Clause 14(b) hereof, the full right and liberty for the owners, residents and occupiers of the respective sections of the RP Land and their servants visitors workmen and other persons authorised by them in that behalf (in common with the owners residents and occupiers of the other section(s) of the RP Land their bona fide visitors and all persons having the like right) for all purposes connected with the proper use and enjoyment of their respective sections of the RP Land at all relevant times after the carving-out of the RP Land by day and by night to use go pass and repass through over along and upon the RP Land Areas located within the other section(s) of the RP Land in the same manner as described in Part A of the Second Schedule hereto; and
- (ii) the full right and liberty for the owners, residents and occupiers of the respective sections of the RP Land (in common with the owners residents and occupiers of the other section(s) of the RP Land and all persons having the like right) to use the RP Land Facilities located within the other section(s) of the RP Land as described in Part B of the Second Schedule hereto

Provided Always that the persons exercising the rights as set out under sub-Clauses 14(a)(i) and 14(a)(ii) above (i) shall comply with the provisions of any rules and regulations as may from time to time be made by the owners of or managers or agents appointed for managing the relevant section(s) of the RP Land and the relevant part(s) of the RP Development governing the use, maintenance, operation and management of the RP Land Areas and the RP Land Facilities or any part or parts thereof; (ii) shall at all times take the necessary precautions to prevent any damage or injury to land, persons or properties in the exercise of such rights; (iii) shall not interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided in or for the respective section(s) of the RP Land; (iv) shall not object to or interfere with the class of persons who may be granted the same right; and (v) shall indemnify and keep the owners of the relevant section(s) of the RP Land (as the case may be) fully indemnified against all liabilities, claims, demands, actions or other proceedings of whatsoever nature arising out of or in connection with anything done or omitted to be done in exercise of such rights.

- (b) The owners of the respective sections of the RP Land shall for each relevant year pay to the relevant owners of or manager or agent appointed for managing the other sections of the RP Land and the relevant part(s) of the RP Development a proportion of the maintenance costs of the RP Land Areas or the relevant part thereof calculated in accordance with the following formula and, in this connection, shall pay to such other owners of or the

said manager or agent appointed for managing the respective sections of the RP Land and the relevant part(s) of the RP Development such maintenance costs as may be incurred by the owners of such other section(s) of the RP Land (or the said manager or agent) in its absolute discretion in respect of the relevant RP Land Areas annually in advance and within 2 months of demand the said proportion of the aforesaid maintenance costs, and in the event of a deficiency occurring or if there shall be any contingency or change in circumstances which in the opinion of the owners of the relevant section of the RP Land and the relevant part of the RP Development or the said manager or agent (whose decision shall be final) requires any revision to the aforesaid maintenance costs for the relevant year, to pay any deficiency to the owners of the relevant section of the RP Land and the relevant part of the RP Development or the said manager or agent within 2 months upon demand:-

$$\begin{array}{rcl} \text{maintenance costs for} & & \text{gross floor area of buildings constructed or} \\ \text{the relevant year} & \times & \text{to be constructed on the respective sections} \\ & & \text{of the RP Land} \\ & & \hline & & \text{aggregate gross floor areas of buildings} \\ & & \text{constructed or to be constructed on the Lot} \end{array}$$

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

THE FIRST SCHEDULE

(THE SECTION B LAND AREAS, THE SECTION B LAND FACILITIES AND THE SECTION B SHARED FACILITIES)

Part A – the Section B Land Areas (Clause 2(A)(a) refers)

- (1) (a) Nature – All Those the Section B Land Emergency Vehicular Access.
- (b) Manner of Exercise – By vehicle (in case of emergency) or on foot.
- (c) Payment – The RP Land Owners shall for each relevant year bear a proportionate part of the maintenance costs of the Section B Land Emergency Vehicular Access calculated in accordance with the following formula:-

$$\begin{array}{l} \text{maintenance costs} \\ \text{for the relevant} \\ \text{year} \end{array} \quad \times \quad \frac{\begin{array}{l} \text{gross floor area of buildings constructed or to be} \\ \text{constructed on RP Land} \end{array}}{\begin{array}{l} \text{aggregate gross floor areas of buildings} \\ \text{constructed or to be constructed on the Lot} \end{array}}$$

- (2) (a) Nature - All roads, footbridges, passageways, walkways or footpaths within the Section B Land and the Section B Development for the purpose of access to and egress from the RP Land.
- (b) Manner of Exercise – By vehicle or on foot.
- (c) Payment – Not Applicable.

Part B – the Section B Land Facilities (Clause 2(A)(b) refers)

- (1) (a) Nature - All Those the sewers drains water-courses cables pipes conduits and wires which now are or may at any time hereafter be in under or passing through the Section B Land and the Section B Development for the free and uninterrupted passage and running of water sewage gas and electricity from and to the RP Land.
- (b) Payment – Not applicable.

Part C – the Section B Shared Facilities (Clause 2(B) refers)

- (1) (a) Nature – All Those the recreational areas and facilities as are located within the Section B Land, which said recreational areas and facilities are for the purpose of identification only shown and coloured Pink on Plan I annexed hereto, together with the right to enter onto use go pass and repass through over along and upon any road, footbridge, passageway, walkway, footpath or open space within the Section B Land and the Section B Development for

the purpose of access to and egress from the said recreational areas and facilities.

- (b) Payment – The Adjacent Land Owner shall for each relevant year bear a proportionate part of the maintenance costs of the Section B Shared Facilities calculated in accordance with the following formula :-

$$\begin{array}{l} \text{maintenance costs} \\ \text{for the relevant} \\ \text{year} \end{array} \quad \times \quad \frac{\begin{array}{l} \text{gross floor area of buildings constructed or to be} \\ \text{constructed on the Adjacent Land} \end{array}}{\begin{array}{l} \text{aggregate gross floor areas of buildings} \\ \text{constructed or to be constructed on Section B} \\ \text{Land and Adjacent Land} \end{array}}$$

THE SECOND SCHEDULE

**(THE RP LAND AREAS, THE RP LAND FACILITIES AND THE ADJACENT
DEVELOPMENT SHARED FACILITIES)**

Part A – the RP Land Areas (Clause 3(A)(a) refers)

- (1) (a) Nature – All Those the RP Land Estate Roads.
- (b) Manner of Exercise – By vehicle or on foot.
- (c) Payment – The Section B Land Owners shall for each relevant year bear a proportionate part of the maintenance costs of the RP Land Estate Roads calculated in accordance with the following formula:-

$$\begin{array}{rcl} \text{maintenance costs} & & \text{gross floor area of buildings constructed or to be} \\ \text{for the relevant} & & \text{constructed on Section B Land} \\ \text{year} & \times & \hline & & \text{aggregate gross floor areas of buildings} \\ & & \text{constructed or to be constructed on the Lot} \end{array}$$

- (2) (a) Nature – All Those the RP Land Emergency Vehicular Access.
- (b) Manner of Exercise – By vehicle (in case of emergency) or on foot.
- (c) Payment – The Section B Land Owners shall for each relevant year bear a proportionate part of the maintenance costs of the RP Land Emergency Vehicular Access calculated in accordance with the following formula:-

$$\begin{array}{rcl} \text{maintenance costs} & & \text{gross floor area of buildings constructed or to be} \\ \text{for the relevant} & & \text{constructed on Section B Land} \\ \text{year} & \times & \hline & & \text{aggregate gross floor areas of buildings} \\ & & \text{constructed or to be constructed on the Lot} \end{array}$$

Part B – the RP Land Facilities (Clause 3(A)(b) refers)

- (1) (a) Nature – All Those the sewers drains water-courses cables pipes conduits and wires which now are or may at any time hereafter be in under or passing through the RP Land and the RP Development for the free and uninterrupted passage and running of water sewage gas and electricity from and to the Section B Land.
- (b) Payment – Not applicable.

Part C – the Adjacent Development Shared Facilities (Clause 3 (B) refers)

- (1) (a) Nature – All Those the recreational areas and facilities as are located within the Adjacent Land and the Adjacent Development which said recreational areas and facilities are for the purpose of identification only shown and coloured Orange on Plan I annexed hereto, together with the right to enter onto use go pass and repass through over along and upon any road, footbridge, passageway, walkway, footpath or open space within the Adjacent Land and the Adjacent Development for the purpose of access to and egress from the said recreational areas and facilities.
- (b) Payment – The Section B Land Owners shall for each relevant year bear a proportionate part of the maintenance costs of the Adjacent Development Shared Facilities calculated in accordance with the following formula:-

$$\begin{array}{l} \text{maintenance costs} \\ \text{for the relevant} \\ \text{year} \end{array} \quad \times \quad \frac{\text{gross floor area of buildings constructed or to be} \\ \text{constructed on Section B Land}}{\text{aggregate gross floor areas of buildings} \\ \text{constructed or to be constructed on Section B} \\ \text{Land and Adjacent Land}}$$

THE SECTION B OWNER

SIGNED SEALED AND DELIVERED by)
Miss CHAN Wai-ming, Assistant Estate)
Surveyor, Housing Department,)
for and on behalf of the Hong Kong Housing)
Authority duly authorised under and by virtue of)
Section 10 of the Housing Ordinance (Cap.283))
of the Laws of the Hong Kong Special)
Administrative Region ~~in the presence of:-~~)
whose signature is verified by :-)

Chan Wai-ming

[Signature]

TSOI KUM-LAM
Solicitor, Hong Kong SAR
Messrs. C.C. Lee & Co.

SIGNED SEALED AND DELIVERED by)
the said Lee Sui Ching-----)
(Holder of Hong Kong Identity Card)
No. A651086(0)-----) in the presence of:-)

李瑞貞

[Signature]

TSOI KUM-LAM
Solicitor, Hong Kong SAR
Messrs. C.C. Lee & Co.

THE RP OWNER AND THE ADJACENT LAND OWNER

SIGNED SEALED AND DELIVERED by)
Miss CHAN Wai-ming, Assistant Estate)
Surveyor, Housing Department,)
for and on behalf of the Hong Kong Housing)
Authority duly authorised under and by virtue of)
Section 10 of the Housing Ordinance (Cap.283))
of the Laws of the Hong Kong Special)
Administrative Region ~~in the presence of :-~~)
whose signature is verified by :-)

Chan Wai-ming



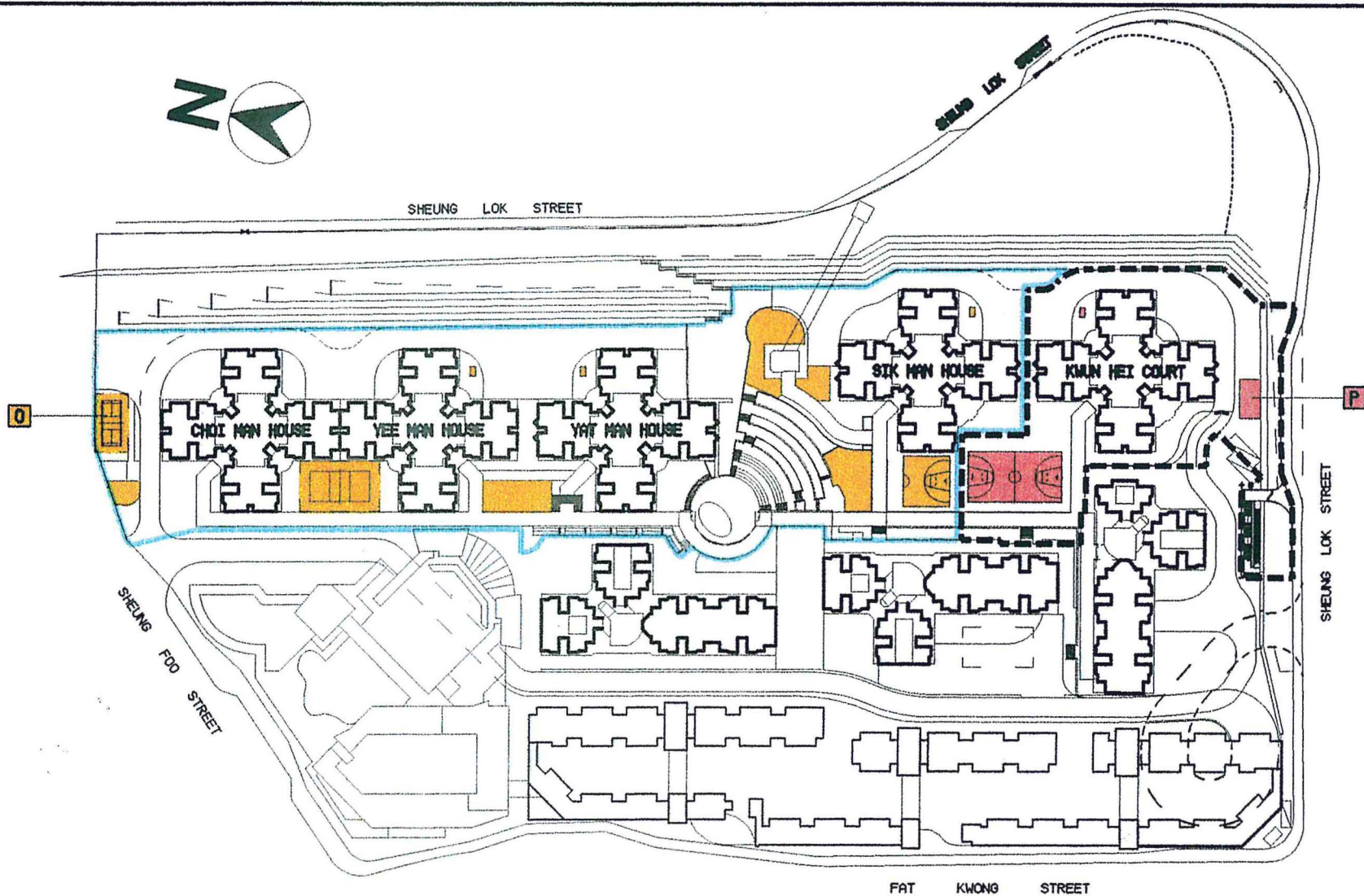
[Signature]

TSOI KUM-LAM
Solicitor, Hong Kong SAR
Messrs. C.C. Lee & Co.

INTERPRETED to the said Lee Sui Ching :-

[Signature]

TSOI KUM-LAM
Solicitor, Hong Kong SAR
Messrs. C.C. Lee & Co.



PLAN I

LEGEND :

--- BOUNDARY LINE FOR KIL 11119 s.B
 --- BOUNDARY LINE FOR 'ADJACENT LAND'

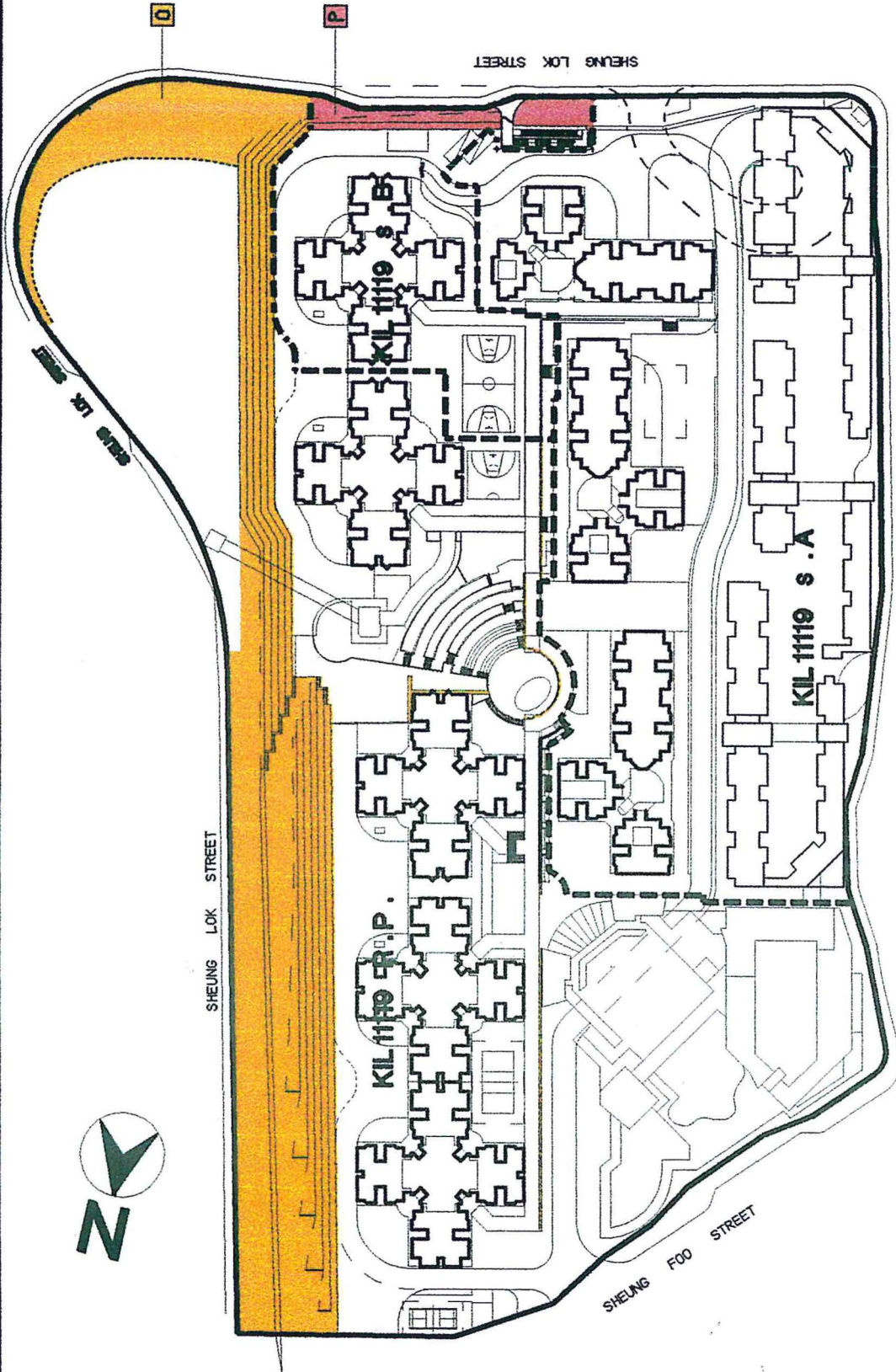
P PINK

'SECTION B SHARED FACILITIES'

Q ORANGE

'ADJACENT DEVELOPMENT SHARED FACILITIES'

— AS REFERRED TO
 IN THE DEED



PLAN II

[Handwritten signature]



SHEUNG LOK STREET

SHEUNG LOK STREET

FAT KWONG STREET

SHEUNG FOO STREET

G

Y

O

P

KIL 1119 R.P.

KIL 1119 S.B

KIL 1119 S.A

PLAN III

LEGEND :

- KIL 1119 BOUNDARY LINE
- CARVING OUT BOUNDARY LINE
- SECTION B LAND EMERGENCY VEHICULAR ACCESS
- RP LAND EMERGENCY VEHICULAR ACCESS
- RP LAND ESTATE ROAD
- PEDESTRIAN ESCALATOR WORKS

- GREEN
- ORANGE
- PINK
- YELLOW